

City of San Diego

CONTRACTOR'S NAME: DICK MILLER INC.
ADDRESS: 930 BOARDWALK, SUITE H, SAN MARCOS, CA 92078
TELEPHONE NO.: (760) 471-684 FAX NO.: (760) 471-6178
CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491, Fax No. (619) 533-3633
N.Damnjanovic / J.Borja / CTC

BIDDING DOCUMENTS



FOR ORIGINAL CONCRETE STREETS PANEL REPLACEMENTS GROUP 1501

BID NO.: K-17-1434-DBB-3
SAP NO. (WBS/IO/CC): B-15199
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: CITYWIDE
PROJECT TYPE: ID

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

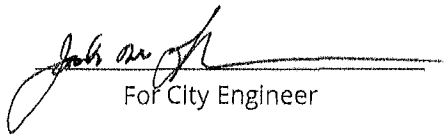
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

2:00 PM
NOVEMBER 17, 2016
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

ENGINEER OF WORK

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


For City Engineer

10/10/16
Date

Seal



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NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Concrete Streets Panel Replacements Group 1501**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's website: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$2,515,945.00**
4. **BID DUE DATE AND TIME ARE: NOVEMBER 17, 2016 at 2:00 PM**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classifications are required for this contract: **A or C12**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. 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	6.3%
2.	ELBE participation	8.8%
3.	Total mandatory participation	15.1%
 - 7.2. The Bid may be declared non-responsive if the Bidder fails the following mandatory conditions:
 - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - 7.2.2. Submit 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.

8. PRE-BID MEETING:

- 8.1.** Prospective Bidders are encouraged to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid meeting is scheduled as follows:

Date: **October 26, 2016**
Time **10:00 AM**
Location: **1010 Second Avenue, Suite 1400, San Diego, CA 92101**

Attendance at the Pre-Submittal Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

9. AWARD PROCESS:

- 9.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 9.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.
- 9.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 9.4.** The low Bid will be determined by Base Bid alone
- 9.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone;

10. SUBMISSION OF QUESTIONS:

- 10.1.** The Public Works Department is 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. Any questions related to this solicitation shall be submitted to:

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: **Juan E. Espindola**

OR:

JEEspindola@sandiego.gov

- 10.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 10.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 10.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including 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 may be deemed **non-responsive** and ineligible for award. Complete information and links to the on-line prequalification application are available at:

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

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 1.3. Due to the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.

- 2.1. BIDDERS MUST BE PRE-REGISTERED with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it

desire to do so.

- 2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. RECAPITULATION OF THE WORK. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.
 - 2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. : To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3. The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. 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. 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.

4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
5. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
- 5.1. **Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:
- <http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.
- 5.2. 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.
6. **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.
7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.
9. **INSURANCE REQUIREMENTS:**
- 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
10. **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")	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2015	PWPI070116-02

Title	Edition	Document Number
City of San Diego Standard Drawings*	2016	PWPI070116-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

11. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written 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 at the time of bid submission.

12. **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.

13. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

14. **SUBCONTRACTOR INFORMATION:**
 - 14.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who 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 state within the description, whether the subcontractor is a **CONSTRUCTOR**, **CONSULTANT** or **SUPPLIER**. The Bidder shall further state within the description, the **PORTION** of the work which will be performed 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 may 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 for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

- 14.2. **LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY)** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 14.3. **LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
16. **AWARD PROCESS:**
 - 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
 - 16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
 - 16.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
17. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
18. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
19. **ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** 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.

20. 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 within these documents.

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

21.1. For bids \$250,000 and above, 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.

21.2. 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.

21.3. 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.

21.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.

21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

22.2. Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.

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

- 22.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 22.5. A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 22.6. The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 22.7. Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 22.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

23. BID RESULTS:

- 23.1. The availability of the bids on the City's eBidding system 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 notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 23.2. To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

24. THE CONTRACT:

- 24.1. 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.
- 24.2. 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.
- 24.3. 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.

- 24.4. 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.
- 24.5. 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 and approval as to form the City Attorney's Office. 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.
25. **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.
26. **CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 26.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 26.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 26.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 26.5. 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.
- 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

27. PRE-AWARD ACTIVITIES:

- 27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 27.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Dick Miller Inc., a corporation, as principal, and
The Ohio Casualty 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 **TWO
MILLION FIVE HUNDRED AND THIRTY FIVE THOUSAND FIVE HUNDRED AND FIVE DOLLARS AND
TWENTY CENTS (\$2,535,505.20)** for the faithful performance of the annexed contract, and in the
sum of **TWO MILLION FIVE HUNDRED AND THIRTY FIVE THOUSAND FIVE HUNDRED AND FIVE
DOLLARS AND TWENTY CENTS (\$2,535,505.20)** for the benefit of laborers and materialmen
designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of 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 Article 2. Claimants,
(iii) public works of improvement commencing with Civil Code Section 9100 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.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

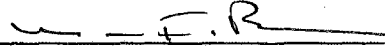
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated December 7, 2016

Approved as to Form

Dick Miller, Inc.

Principal


By 
Glen F. Bullock
President

Printed Name of Person Signing for Principal

Mara W. Elliot, City Attorney


By 
Deputy City Attorney

The Ohio Casualty Insurance Company

By 
Surety

Attorney-in-fact, Bart Stewart

Approved:

By 
Stephen Samara, Principal Contract Specialist
Public Works Department

760 The City Drive South Ste. 200

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

714-634-5732

Local Telephone No. of Surety

Premium \$ 19,876.00

Bond No. 024070478

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

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

Certificate No. 6280557

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of September, 2013



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

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 11th day of September, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: KD Riley
KD Riley, Notary Public

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

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

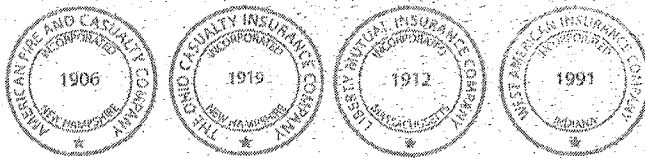
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of December, 2016.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On 12/07/2016 before me, Brittany Aceves, Notary Public
(Here insert name and title of the officer)

personally appeared Bart Stewart
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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.


Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)
On December 9, 2016 before me, Rachel Brecht, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Allen F. Bullcock
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Rachel Brecht
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Concrete Streets Panel Replacement Group 1501 involves furnishing all labor, materials, equipment, services and construction, including but not limited to weed abatement, weed spray, tree trimming, tree removal, saw cutting concrete, pavement base repair, sweeping, replacing concrete street panels, replacing traffic striping / markings / markers / devices, replacing vehicle detector loops, raising appurtenances to grade, possible night and weekend work, traffic control drawings & permits, and storm drain inlet protection for various Concrete panel streets throughout the City.

As part of the contract, ADA curb ramps will also be installed or upgraded along the project alignment according to City of San Diego Standard Drawings SDG-130, SDG-131, SDG-132, SDG-133, SDG-134, SDG-135, SDG-136, SDG-137, SDG-138, SDG-139, SDG-140.

- 1.1. The Work shall be performed in accordance with:

- 1.1.1. The Notice Inviting Bids inclusive.

2. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$2,515,945.00**.

3. **LOCATION OF WORK:** The location of the Work is as follows:

See Contract Appendices "E" and "F".

4. **CONTRACT TIME:** The Contract Time for completion of the Work, shall be **65 Working Days**.

- 4.1. **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 may render the Bid as **non-responsive** and ineligible for award.

- 4.2. The City has determined that the following licensing classifications are required for this contract:

Option	Classifications
1	CLASS A
2	CLASS C12

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

ATTACHMENT B
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ATTACHMENT C
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ATTACHMENT D
PREVAILING WAGES

ATTACHMENT D
PREVAILING WAGES

- 1. 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.
 - 1.1. 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.
 - 1.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 1.1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - 1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

1.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

1.9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK") currently in effect.
- 2) The **2015 Edition** of 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.** To the City Supplement, item 54, "Normal Working Hours", 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 shall 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 alternates that, when added or deducted together, form the basis of award.
2. The self performance percentage requirement will be waived for Contracts when a "B" License is required or allowed.

- 2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the City Supplement, item 1, DELETE in its entirety.

SECTION 3 - CHANGES IN WORK

- 3-2.3 Stipulated Unit Prices.** To the GREENBOOK, ADD the following:

The Contractor shall stipulate to the cost of the following bid items for Extra Work: Class II Base; Raise Appurtenance to Grade; Contractor Date Stamps / Impression; Traffic Detector Loop Replacement or Conduit Stub Installed; Storm Drain Inlet Markers; Remove and Dispose (Small Tree; less than 24" dia); Remove and Dispose (Large Tree; greater than 24" dia) and Miscellaneous Hardscape, Remove & Replace with Topsoil.

3-2.5 Eliminated Items. To the GREENBOOK, ADD the following:

Should Bid items: Class II Base; Raise Appurtenance to Grade; Contractor Date Stamps / Impression; Traffic Detector Loop Replacement or Conduit Stub Installed; Storm Drain Inlet Markers; Remove and Dispose (Small Tree; less than 24" dia); Remove and Dispose (Large Tree; greater than 24" dia) and Miscellaneous Hardscape, Remove & Replace with Topsoil be eliminated in their entirety, no payment will be made to the Contractor for its actual costs incurred in connection with the eliminated item(s).

SECTION 4 - CONTROL OF MATERIALS

4-1.3.5 Special Inspection. To the City Supplement, ADD the following:

5. The payment for special inspection Work specified under this section shall be paid in accordance with 4-1.3.4.1, "Payment".

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. To the City Supplement, ADD the following:

11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City's Product Submittal Form available at:

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

SECTION 5 - UTILITIES

5-2 PROTECTION. To the City Supplement, item 2, ADD the following:

- g) Refer to Appendix "H" for more information on the protection of AMI devices.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-3.2.1.1 Environmental Document.

1. The City of San Diego Planning Department has prepared **Notice of Exemption** for **Concrete Streets Panel Replacements Group 1501** contract, as referenced in the Contract Appendix I. You shall comply with all requirements of the **Notice of Exemption** as set forth in Appendix **A**.
2. Compliance with the City's environmental document shall be included in the Contract Price.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

7-3 **INSURANCE.**

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

7-3.1 **Policies and Procedures.**

1. You shall 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 shall 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. The payment for insurance shall be included in the Contract Price as bid by you. 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 shall 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 shall 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 shall 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 shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall 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 shall 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 shall 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 shall 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 shall 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 shall 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.

1. You shall 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.
2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall 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.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall 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 shall 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 shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

7-3.5.1.3 Project General Aggregate Limit. The policy or policies shall 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 shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall 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 shall 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 shall pay for all deductibles and self-insured retentions. You shall 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 shall 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 shall follow the form of the primary policy or policies e.g., all endorsements.

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

7-4 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.

1. In accordance with the provisions of §3700 of the California Labor Code, you shall 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 shall 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 requires 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 shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1. Waiver of Subrogation. The policy or policies shall 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.

7-8.1 General. To the City Supplement, ADD the following:

2. Use a self-loading motorized street sweeper equipped with a functional water spray system for this project.

7-8.6 Water Pollution Control. To the City Supplement, ADD the following:

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

7-8.6.4.2 Payment. To the City Supplement, ADD the following:

4. All work, materials, labor, costs, and time associated with installing inlet markers shall be paid at the unit bid price for Post-construction Requirements – Storm Drain Inlet Markers for each marker installed.

7-9.1 Video Recording of Existing Conditions. To the City Supplement, ADD the following:

3. The Contractor shall document the minimum traffic striping, markings, markers, and traffic control devices (such as delineators or "safe-hits") for which the Contractor shall be responsible to replace.

7-16.2.1 Public Notice by Contractor. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

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:
 - a. Where Work is to be performed at least 5 days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.

2. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
3. Door Hanger Material shall be 2-up jumbo door hanger card stock in bright/florescent color and have 1 ¼" hole removed, such as USA brand Item Number DHJ5B6 or approved equal.
4. 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.

7-21.1 General. To the City Supplement, item 3, DELETE in its entirety and SUBSTITUTE with the following:

2. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

200-1.1.1 General. ADD the following:

"PCC" refers to the Portland Cement Concrete Material.

SECTION 300 - EARTHWORK

300-1.1 General. To the WHITEBOOK, paragraph 9 DELETE in its entirety and SUBSTITUTE with the following:

9. The Contractor shall not remove concrete on both sides of the tree unless approved by the Engineer.

300-1.3.2 Requirements. To the WHITEBOOK, 4. Tree removal, paragraph 3 DELETE in its entirety and SUBSTITUTE with the following:

- c). Where holes or depressions resulting from the removal of trees, stumps, shrubs, or palms, the Contractor shall supply standard clean top soil, backfill,

and firmly compact to finish grade, making a smooth transition to adjacent ground or pavement level as applicable. The cavities shall be backfilled the same day following the removal, unless otherwise directed by the Engineer. The topsoil shall be Class A.

300-1.4 **Payment.** To the WHITEBOOK, paragraph (2, 5, and 6), DELETE in its entirety and SUBSTITUTE with the following:

2. Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Contract Unit Price for "PCC Street Panel".
5. Payment for the removal and disposal of tree roots and root pruning, dependent on where the roots have been treated, shall be included in the appropriate Bid item for "PCC Street Panel", "Class II Base" "4" PCC Sidewalk" and "5.5" PCC Driveway".
6. Payment for work related to removal and disposal of small trees - less than 24" dia, and removal and disposal of large trees - greater than 24" dia, shall be included in the Contract unit price for "Remove and Dispose Small Tree (less than 24" dia)" and "Remove and Dispose Large Tree (greater than 24" dia)" bid item respectively for each tree removed and disposed.

300-2 **UNCLASSIFIED EXCAVATION**

300-2.1 **General.** ADD the following:

Unclassified excavation shall consist of all excavation necessary to remove existing material that is unsuitable to be used as a PCC Street Panel base material, as directed by Engineer. It does not include the excavation or removal of existing PCC Street Panels. Unclassified excavation shall be replaced with Class II Base material and prepared and compacted in accordance with Contract documents, before forming and pouring of concrete at that location.

300-2.2 **Unsuitable Material.**

300-2.2.1 **General.** DELETE this section in its entirety and SUBSTITUTE with the following:

Material that is unsuitable to be used as a PCC Street Panel base shall be excavated and disposed of as directed by the Engineer. The payment for removal and disposal of unsuitable material shall be included in Contract Unit Price for "Class II Base".

300-2.9 **Payment.** DELETE this section in its entirety and SUBSTITUTE with the following:

Payment for unclassified excavation will be included in Contract Unit Price for "Class II Base". Payment for unclassified excavation shall include compensation for tree root removal, excavating, loading, disposing of material, stockpiling, and hauling to its final location.

Payment for removal and disposal of existing pavement, and concrete panel base preparation shall be included in the Contract Unit Price for "PCC Street Panel".

All excavation for sidewalks, removal of existing material, subgrade preparation and grading shall be included in the contract unit price for "4" PCC Sidewalk".

All excavation for driveways, removal of existing material, subgrade preparation and grading shall be included in the contract unit price for "5.5" PCC Driveway".

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

301-1.6 **Adjustment of Manhole Frame and Cover Sets to Grade.** To the WHITEBOOK, above the first paragraph number 1, ADD the following:

Manhole, Sewer, Water, and Monument covers shall be raised to be level with the surrounding pavement surface when such appurtenances are a minimum of one inch (1") below the surface. Engineer to approve location prior to raising.

301-1.7 **Payment.** To the WHITEBOOK, DELETE the paragraph 4 and 5 and SUBSTITUTE with the following:

Payment for raising appurtenance to grade, including manhole, valve and monument covers, all casings, extensions, etc., shall be made at the Contract unit price for "Raise Appurtenance to Grade (Water, Sewer, Monument)", for each appurtenance raised.

301-1.8.1 **Payment.** To the WHITEBOOK, DELETE in its entirety and SUBSTITUTE with the following:

Payment for raising appurtenance to grade, including manhole, valve and monument covers, all casings, extensions, etc., shall be made at the Contract unit price for "Raise Appurtenance to Grade (Water, Sewer, Monument)", for each appurtenance raised.

301-2 **UNTREATED BASE.**

301-2.2 **Spreading.** To the GREENBOOK ADD the following:

Class II Base shall be used to replace unclassified excavation as defined in 300-2.

301-2.4 **Measurement and Payment.** DELETE this section in its entirety and SUBSTITUTE with the following:

Payment for Class II Base shall be made at the Contract Unit Price for "Class II Base" per Ton and shall include Unclassified Excavation and preparatory works as defined by the Contract documents.

SECTION 302 – ROADWAY SURFACING

302-1.9 Traffic Signal Loop Detectors. To the WHITEBOOK, ADD the following:

5. All traffic detector loops and/or other detection systems located within the limits of work will require replacement. All damaged detectors shall be replaced after resurfacing and striping. "Q" loops may be required at bike lanes. "E Modified" loops are required at stop bars. Contractor shall install as many loops as necessary to meet current standards. Loops will be installed in concrete, asphalt and any other material encountered during construction.

302-1.12 Payment. To the WHITEBOOK, DELETE in its entirety and SUBSTITUTE the following:

1. The payment for installation of traffic detector loops and conduits shall be included in the bid item "Traffic Detector Loop Replacement or Conduit Stub" for each loop or conduit installed. Loops will be installed in concrete, asphalt and any other material encountered during construction and no additional payment will be made.

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

302-3 PREPARATORY REPAIR WORK.

Prior to roadway resurfacing – replacing the PCC Street Panels, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, tree removal, tree root removal, saw cut, removal and disposal of existing pavement, subgrade and base preparation and compaction, removal of raised pavement markers, removal of pavement markings as specified in the Contract document

Damaged PCC Street Panel marked out for replacement shall be removed as it is defined in section 300-1.3.2 2.Concrete. In order to prevent damages of the adjacent PCC Street Panels caused by energy transmitted during the demolition of PCC Street Panel to be replaced, contractor will take necessary technical measurements (relief cuts etc.).

The subgrade shall be compacted to grade prior to placement of new concrete in accordance with 301-1. If Engineer determine that subgrade material is unsuitable for PCC Street Panel base material it will be removed in accordance with 300-2 and replaced with Class II Base material.

Recycled Class II Base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Aggregate Base."

302-3.2

Payment.

1. 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 Contract Documents..
2. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the pavement repair work completed. The list shall include the street segment location of the work and the exact square footage of the repair.
3. Concrete street panel pavement repair, including saw cut, removal and disposal of existing pavement material, concrete base preparation and compaction, tree trimming, weed spray, weed abatement, tree root removal, shall be paid at the Contract unit price per PCC Street Panel.
4. Payment for the removal all of unsuitable material for PCC Concrete base, determined by Engineer, including tree root removal, excavation, load, disposal of material, stockpiling, and hauling to its final location; and replacement of unsuitable material with compacted Class II Base aggregate material, shall be paid at the Contract unit price per "Class II Base".
5. Payment for miscellaneous asphalt patchings at the area where existing asphalt is demolished because of removal and replacement of PCC Street Panels, PCC Sidewalks, PCC Driveways, Curb and Gutters and Curb Ramps, shall be paid at Contract unit price for "PCC Street Panel", "4" PCC Sidewalk", "5.5" PCC Driveway", "Type G Curb/Gutter", "Curb ramp Type "A" or "B"", Curb Ramp Type "C1" or "C2"" and "Curb Ramp Type "D"" respectively and no additional payment shall be made therefore.

302.6

PORTLAND CEMENT CONCRETE PAVEMENT.

302-6.1

General. To the WHITEBOOK, ADD the following:

The concrete panel sizes vary per location. The total square footage for PCC Street Panel replacement for each location is provided in the location list in these specifications. Each location has been pre-marked in the field.

The existing thickness of the concrete street panels is estimated between 7"-9". For bidding purposes assume 8" minimum thickness. Actual thickness shall be verified in the field and subsequently constructed per "Schedule J" of the City of San Diego standard Drawings for Public Works Construction 2015 edition.

302-6.5.1.1.1 General. To the GREENBOOK, ADD the following:

All concrete joints will be tooled per standard drawings G-10.

302-6.8 Measurement and Payment. DELETE this section in its entirety and SUBSTITUTE with the following:

Payment for removing and replacing of concrete pavement shall be made per square foot and per Contract Unit Price for "PCC Street Panel". Payment for material and installation of all concrete joints shall be included in Contract Unit Price for "PCC Street Panel".

Payment for removal and disposal of existing concrete pavement, and concrete base preparation shall be included in the Contract Unit Price for "PCC Street Panel".

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. To the WHITEBOOK, item 3 and 4, DELETE in its entirety, and SUBSTITUTE with the following:

3. The Contractor shall complete the Work within 5 Working Days after demolition. At the end of the working day Contractor shall secure construction area with proper barriers and signs, and Cleanup all adjacent areas affected with the construction work (sidewalks, driveways etc.). This work shall be included in the contract unit prices for "4" PCC Sidewalk", "5" PCC Driveway", "Curb ramp Type "A" or "B"", Curb Ramp Type "C1" or "C2"", "Curb Ramp Type "D"" and/or "Type G Curb/Gutter". Stockpiling at the sidewalk and driveways are not allowed and all material and equipment need to be removed at the end of working day.
4. The Contractor shall be responsible for the restoration of the pavement along the gutter line no sooner than 7 days after the placement of curb and gutter, but no later than 14 days.

To the WHITEBOOK, ADD following:

7. Once demolition has occurred on any site, the pouring of concrete shall be completed within 5 Working Days. The site and forms shall be inspected and approved by the Engineer prior to the pouring of concrete. Cleanup, dirt backfilling, and compaction at each Site shall be completed within 5 Working Days after the pouring and completion of sidewalk, driveway, curb ramps, gutter and curb replacement, and to the satisfaction of the Engineer.

Upon completion construction works, all equipment, unused materials and refuse shall be removed from the site of the work, and all public and private properties damaged or disturbed during the course of construction shall be replaced or repaired.

The Contractor shall be responsible for the back filling with clean dirt those areas adjacent to the sidewalk and curb that have been removed. The back fill

material shall be compacted, and then adjusted to grade with the top of the new sidewalk and curb and gutter. Backfilling in sidewalk areas shall be included in the contract unit prices for "4" PCC Sidewalk".

303-5.9 Measurement and Payment. To the WHITEBOOK, DELETE in its entirety and SUBSTITUTE with the following:

ADD the following:

1. Payment for Contractor Date Stamps and Impressions relocation shall be made at the Contract unit price bid for "Contractor Date Stamps / Impressions".
2. The payment for replacing the depressed curb and gutter in a driveway shall be included in the Contract unit price for "5.5" PCC Driveway".
3. Payment for removing tree roots, root pruning, cutting, excavation, disposal, import and backfilling to grade, and pavement construction shall be included in the items of Work for which the subgrade is prepared.
4. At locations where the width of the walk is being reduced, payment for removing the existing walk shall be included in the Contract unit price bid for "4" PCC Sidewalk".
5. Payment for the additional removal, disposal and replacement of curb and gutter shall be included in the Bid item for "Type G Curb/Gutter".

Payment for additional sidewalk removal and replacement shall be included in the Bid item for "4" PCC Sidewalk", including the preparation works defined at section 300-1.4 and section 300-2.9. Payment for replacement of all damaged and/or disturbed concrete meter or pull boxes and/or covers , damaged as a result of sidewalk replacement, shall be included in the Bid item for "4" PCC Sidewalk".

Payment for additional driveway removal and replacement shall be included in the Bid item for "5.5" PCC Driveway", including the preparation works defined at section 300-1.4 and section 300-2.9. Payment for replacement of all damaged and/or disturbed concrete meter or pull boxes and/or covers , damaged as a result of driveway replacement, shall be included in the Bid item for "5.5" PCC Driveway".

Payment for replacement of all damaged and/or disturbed concrete meter or pull boxes and/or covers , damaged as a result of Curb ramp replacement, shall be included in the Bid item for Curb ramp.

6. Measurement shall be made of actual areas and depths authorized by the Engineer, calculated per square foot. Excavation, grading, and backfilling shall

be included in the unit price bid for driveway, sidewalk, curb ramps or curb and gutter respectively.

**SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS,
AND PAVEMENT MARKERS**

314-1 GENERAL. ADD the following:

All crosswalks required for this contract shall be in conformance with Standard Drawing SDM-116 for Continental Crosswalks.

The Contractor shall install all traffic striping, pavement markings, pavement markers and devices in accordance with current standards and proposed striping modifications as identified in the Contract documents regardless of the existing conditions. All striping modifications shall be coordinated by the Engineer.

314-2.3 Payment. To the GREENBOOK delete in its entirety and SUBSTITUTE with the following:

All work, materials, labor, costs, and time associated with removing traffic striping and pavement markings and thermoplastics shall be included in the lump sum bid item for Remove, Replace & Install Traffic Striping, Markers, Markings, & Devices.

314-3.3 Payment. To the GREENBOOK delete in its entirety and SUBSTITUTE with the following:

All work, materials, labor, costs, and time associated with removal of pavement markers and devices shall be included in the lump sum bid item for Remove, Replace & Install Traffic Striping, Markers, Markings, & Devices and no additional payment shall be made regardless of number installed.

314-4.3.7 Payment. To the GREENBOOK delete in its entirety and SUBSTITUTE with the following:

All work, materials, labor, costs, and time associated with replacing traffic striping shall be included in the lump sum bid item for Remove, Replace & Install Traffic Striping, Markers, Markings, & Devices and no additional payment shall be made regardless of number installed.

314-4.4.6 **Payment.** To the WHITEBOOK delete in its entirety and SUBSTITUTE with the following:

All work, materials, labor, costs, and time associated with replacing thermoplastics shall be included in the lump sum bid item for Remove, Replace & Install Traffic Striping, Markers, Markings, & Devices and no additional payment shall be made regardless of number installed.

314-5.7 **Payment.** To the GREENBOOK delete in its entirety and SUBSTITUTE with the following:

All work, materials, labor, costs, and time associated with replacement and installation of new pavement markers and devices shall be included in the lump sum bid item for Remove, Replace & Install Traffic Striping, Markers, Markings, & Devices and no additional payment shall be made regardless of number installed.

Payment for delineators and other traffic control facilities not included in other bid items shall be included in the Contract lump sum price for Remove, Replace & Install Traffic Striping, Markers, Markings, & Devices and no additional payment shall be made regardless of number installed.

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A
- GENERAL REQUIREMENTS**

4.1 **Nondiscrimination in Contracting Ordinance.** To the City Supplement, subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
 P.O. Box 1750, MS A-33
 1600 PACIFIC HWY, ROOM 260
 SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
 PLANNING DEPARTMENT
 1010 SECOND AVENUE, SUITE 1200
 MS 413
 SAN DIEGO, CA 92101

 OFFICE OF PLANNING AND RESEARCH
 1400 TENTH STREET, ROOM 121
 SACRAMENTO, CA 95814

PROJECT NO.: N/A

PROJECT TITLE: Concrete Streets Panel Replacements Group 1501

PROJECT LOCATION-SPECIFIC:

Street Name	From	To
VIA DEL NORTE	VISTA DE LA MESA	LA JOLLA BL
AVNDA CRESTA	VIA DEL NORTE	VIA DEL NORTE
AVNDA CRESTA	AVNDA CORTEZ	VIA DEL NORTE
VIA DEL NORTE	CAM DE LA COSTA	AVNDA CRESTA
VISTA DE LA MESA	MIRA MONTE	VIA DEL NORTE
AVNDA CORTEZ	CAM DE LA COSTA	AVNDA CRESTA
AVNDA CRESTA	CAM DE LA COSTA	AVNDA CORTEZ
AVNDA CORTEZ	AVNDA CRESTA	VIA DEL NORTE
VIA DEL NORTE	AVNDA CORTEZ	VISTA DE LA MESA
VIA DEL NORTE	AVNDA CRESTA	AVNDA CORTEZ
MIRA MONTE	VISTA DE LA MESA	LA JOLLA BL
VISTA DE LA MESA	CAM DE LA COSTA	MIRA MONTE
CURTIS ST	CLOVE ST	CHATSWORTH BL
ZOLA ST	ROSECRANS ST	LOCUST ST
CURTIS ST	EVERGREEN ST	WILLOW ST
ZOLA ST	LOCUST ST	EVERGREEN ST
CURTIS ST	WILLOW ST	PLUM ST
CURTIS ST	PLUM ST	CLOVE ST
E ST	26TH ST	27TH ST
27TH ST	TREAT ST	E ST
E ST	GLENDALE AV	26TH ST
F ST	BEGIN	GLENDALE AV
F ST	GLENDALE AV	26TH ST
27TH ST	E ST	E ST
27TH ST	BEGIN	TREAT ST
27TH ST	E ST	BROADWAY
26TH ST	F ST	E ST

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: Concrete Streets Panel Replacements Group 1501 involves furnishing all labor, materials, equipment, services and construction, including but not limited to weed abatement, tree trimming, tree removal, saw cutting concrete, pavement base repair, sweeping, replacing concrete street panels, replacing traffic striping / markings / markers / devices, replacing vehicle detector loops, raising appurtenances to grade, possible night and weekend work, traffic control drawings & permits, and storm

drain inlet protection for various Concrete panel streets throughout the City. All work would occur within the public right-of-way (paved streets), previously disturbed, and non-sensitive areas only. No sensitive vegetation would be impacted or removed. In addition, as part of the contract, ADA curb ramps will also be installed or upgraded along the project alignment. Storm Water Best Management Practices (BMPs) as well as a Traffic Control Plan (TCP) would be implemented throughout construction.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Transportation and Storm Water Department
Contact: Nenad Damjanovic, 2781 Caminito Chollas, San Diego, CA 92105, (619) 527-8034

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);
- DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
- CATEGORICAL EXEMPTION: (SEC. 15301 [EXISTING FACILITIES]; SEC. 15303 [NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES])
- STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment because the concrete panels replacement and related improvements will occur within the public right-of-way and shall be installed in a manner that no impacts would occur to sensitive environmental resources. The project meets the criteria set forth in CEQA State Guidelines Sections: 15301 (Existing Facilities) which allows for minor alterations to existing public structures, facilities, mechanical equipment for topographical features, involving negligible or no expansion of use including grading of existing right of way for the purpose of public safety; and 15303 (New Construction or Conversion of Small Structures), which allows for new construction or conversion of small structures such as installation or upgraded ADA curb ramps; and when the project does not trigger any of the exceptions to categorical exemptions found in State CEQA Guidelines, Section 15300.2.

LEAD AGENCY CONTACT PERSON: REBECCA MALONE

TELEPHONE: (619) 446-5371

IF FILED BY APPLICANT:

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

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



ENVIRONMENTAL PLANNER

August 29, 2016

SIGNATURE/TITLE

DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
- SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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

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

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

4. **POLICY**

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

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

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

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

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

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

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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="text"/>	<input type="checkbox"/>	Check Box If Reclaimed Water

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

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 D

SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123		Contractor's Name:	
Project Name:		Contractor's Address:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	Invoice No.
Resident Engineer (RE):		Contractor's fax #:	Invoice Date:
RE Phone#:	Fax#:	Contact Name:	Billing Period: (to

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00%	\$ -
2					\$ -		\$ -		\$ -	0.00%	\$ -
3					\$ -		\$ -		\$ -	0.00%	\$ -
4					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	Field Orders				\$ -		\$ -		\$ -	0.00%	\$ -
18					\$ -		\$ -		\$ -	0.00%	\$ -
	CHANGE ORDER No.				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -	Total Billed	\$ -

SUMMARY

A. Original Contract Amount	\$ -
B. Approved Change Order #00 Thru #00	\$ -
C. Total Authorized Amount (A+B)	\$ -
D. Total Billed to Date	\$ -
E. Less Total Retention (5% of D)	\$ -
F. Less Total Previous Payments	\$ -
G. Payment Due Less Retention	\$0.00
H. Remaining Authorized Amount	\$0.00

**I certify that the materials
have been received by me in
the quality and quantity specified**

Resident Engineer

Construction Engineer

Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date: _____

APPENDIX E
LOCATION MAP







Street Division City of San Diego

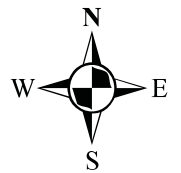


Street Resurfacing Program
Fiscal Year 2015
PCC PANEL REPLACEMENT
GROUP B15199

Cyti Wide

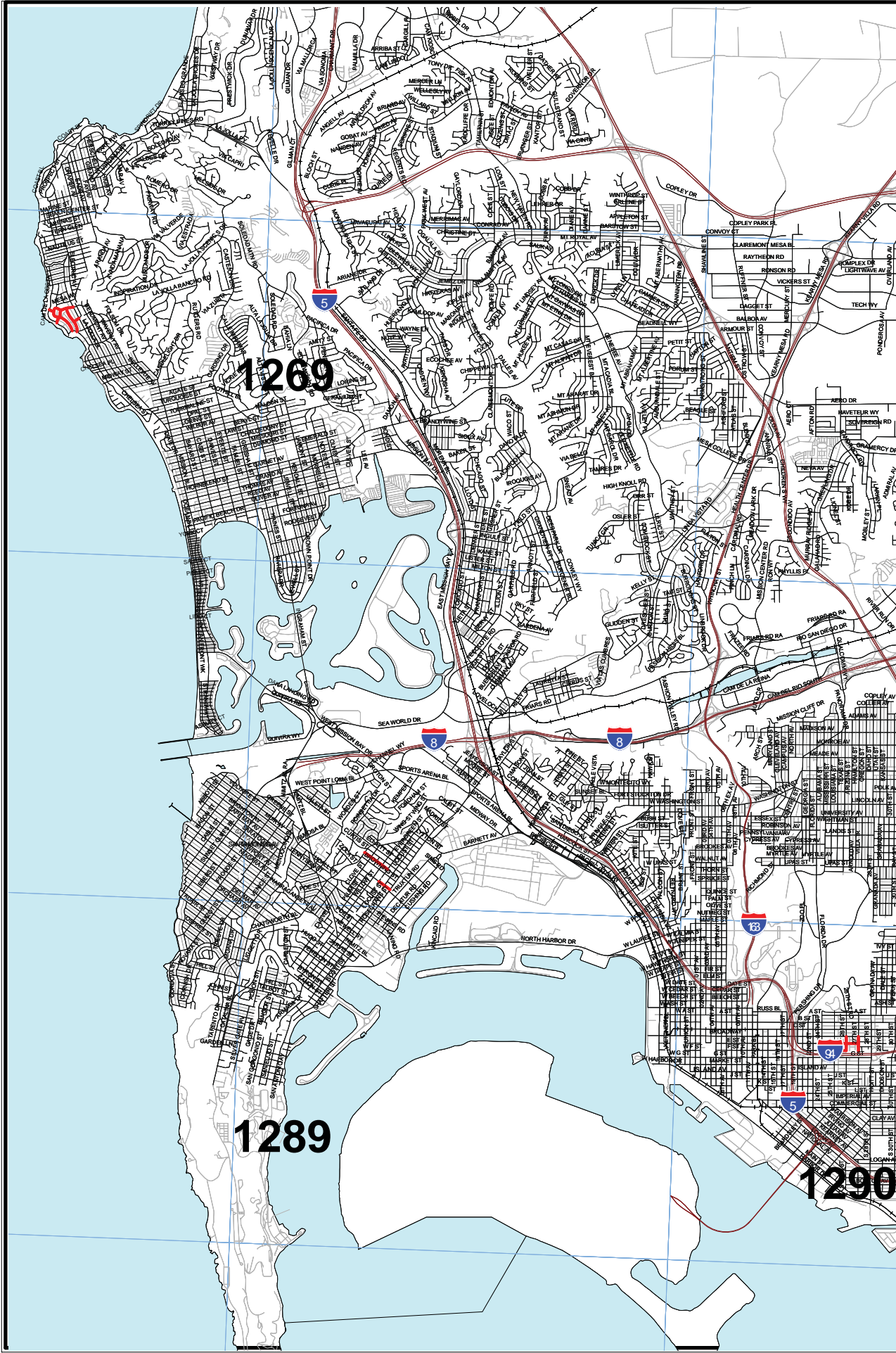
LEGEND

-  PCC 1501
-  1288 Thomas Map
-  City Boundary
-  Water Bodies

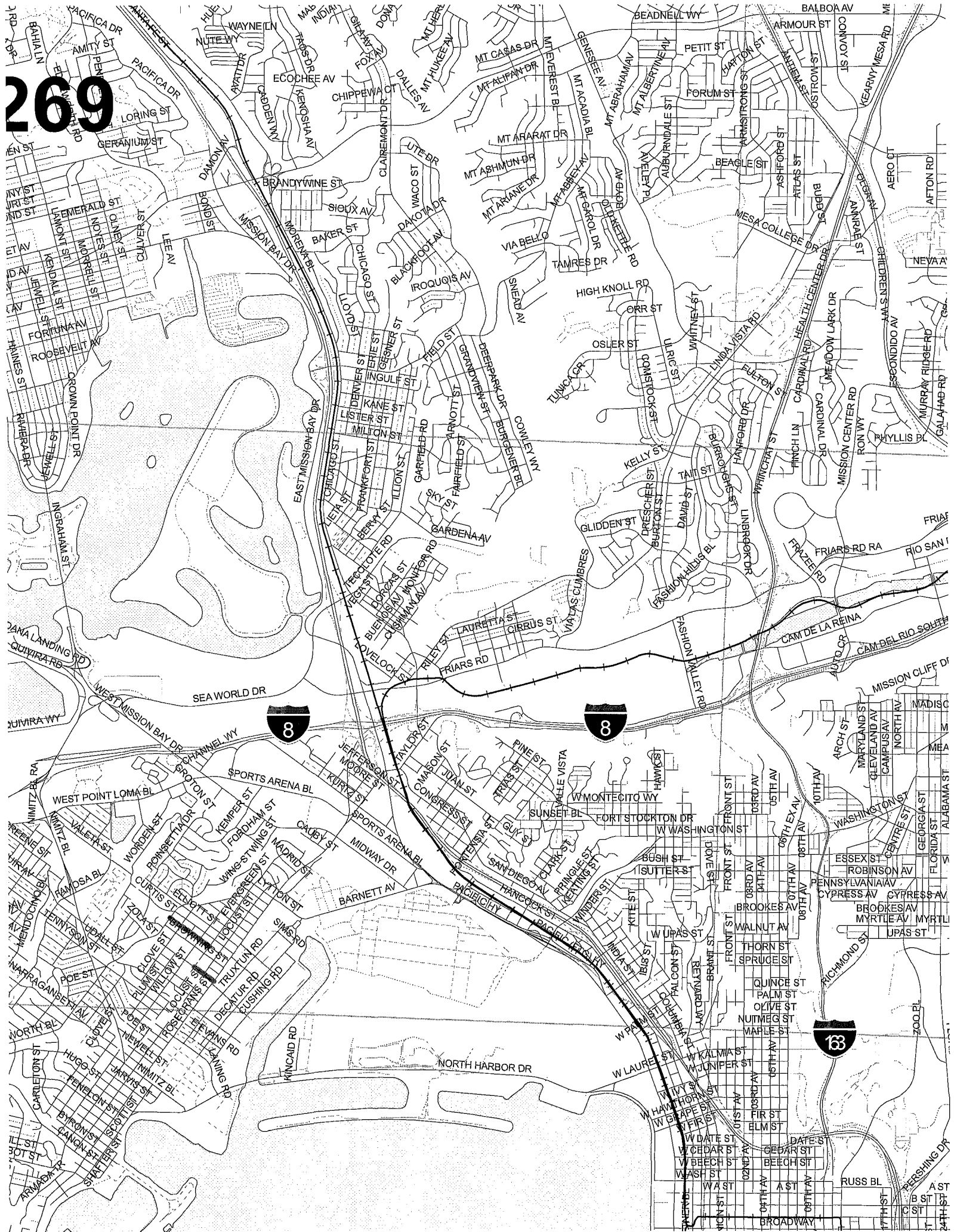


Every reasonable effort has been made to assure the accuracy of this map. SanGIS does not assume any liability arising from its use. THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including, but not limited to.

Revised by Natasia Damjanovic
8 June 2016



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APPENDIX F
LIST OF PROPOSED WORKS

Street Name	From	To	TB Map Page	Council District	Functional Class	Length	Width	Area	Trash Day	
VIA DEL NORTE	VISTA DE LA MESA	LA JOLLA BL	1247-E2	1	Residential	302 ft	30 ft	9060 ft ²	Monday	
Inlet Marker	0 ea	Traffic Loops	0 ea	Bus Pad	0 ft ²	Inlet Protection	0 ea	Speed Humps	Curb Ramps	2 ea
Survey Monument	0 ea	Hump Removal	XGutter	0 ft ²	Curb Ramp Locations	2 (D) @ alley N side	Comments	Replace just damaged PCC panels as it is marked out on site.		
AVNDA CRESTA	VIA DEL NORTE	VIA DEL NORTE	1247-E3	1	Residential	188 ft	26 ft	4888 ft ²	Monday	
Inlet Marker	0 ea	Traffic Loops	0 ea	Bus Pad	0 ft ²	Inlet Protection	0 ea	Speed Humps	Curb Ramps	2 ea
Survey Monument	0 ea	Hump Removal	XGutter	0 ft ²	Curb Ramp Locations	1 (C) NW, 1 (B) NE @ Via Del Norte south intersection	Comments	Full Length/Width		
VIA DEL NORTE	AVNDA CORTEZ	VISTA DE LA MESA	1247-E3	1	Residential	317 ft	30 ft	9510 ft ²	Monday	
Inlet Marker	0 ea	Traffic Loops	0 ea	Bus Pad	0 ft ²	Inlet Protection	0 ea	Speed Humps	Curb Ramps	0 ea
Survey Monument	0 ea	Hump Removal	XGutter	0 ft ²	Curb Ramp Locations		Comments	Full Length/Width		

Filter (Work Order Number is equal to "PCC1501")
Sort [...\Thomas Bros Map Page] Ascending

Street Name	From	To	TB Map Page	Council District	Functional Class	Length	Width	Area	Trash Day
AVNDA CRESTA	AVNDA CORTEZ	VIA DEL NORTE	1247-E3	1	Residential	525 ft	30 ft	15750 ft ²	Monday
Inlet Marker 0 ea		Traffic Loops 0 ea				Bus Pad 0 ft ²			
Inlet Protection 1 ea		Speed Humps				Curb Ramps 0 ea			
Survey Monument 0 ea		Hump Removal				Curb Ramp Locations			
		XGutter 0 ft ²							
Comments Full Length/Width									
VIA DEL NORTE	AVNDA CRESTA	AVNDA CORTEZ	1247-E3	1	Residential	310 ft	26 ft	8060 ft ²	Monday
Inlet Marker 0 ea		Traffic Loops 0 ea				Bus Pad 0 ft ²			
Inlet Protection 0 ea		Speed Humps				Curb Ramps 1 ea			
Survey Monument 0 ea		Hump Removal				Curb Ramp Locations 1(C) NE @ Avnda Cortez			
		XGutter 0 ft ²							
Comments Full Length/Width									
VIA DEL NORTE	CAM DE LA COSTA	AVNDA CRESTA	1247-E3	1	Residential	224 ft	26 ft	5824 ft ²	Monday
Inlet Marker 0 ea		Traffic Loops 0 ea				Bus Pad 0 ft ²			
Inlet Protection 0 ea		Speed Humps				Curb Ramps 1 ea			
Survey Monument 0 ea		Hump Removal				Curb Ramp Locations 1 (C) SW @ Avnda Cresta			
		XGutter 0 ft ²							
Comments Full Length/Width									

Filter (Work Order Number is equal to "PCC1501")
Sort [..\Thomas Bros Map Page] Ascending

Street Name	From	To	TB Map Page	Council District	Functional Class	Length	Width	Area	Trash Day										
VISTA DE LA MESA	MIRA MONTE	VIA DEL NORTE	1247-E3	1	Residential	810 ft	30 ft	24300 ft ²	Monday										
Inlet Marker	0 ea	Traffic Loops	0 ea	Bus Pad	0 ft ²	Inlet Protection	0 ea	Speed Humps	Curb Ramps	2 ea	Survey Monument	0 ea	Hump Removal	Curb Ramp Locations	2 (D) NW & SW @ Alley	XGutter	0 ft ²	Comments	Replace just damaged PCC panels as it is marked out on site.
AVNDA CORTEZ	CAM DE LA COSTA	AVNDA CRESTA	1247-E3	1	Residential	218 ft	26 ft	5668 ft ²	Monday										
Inlet Marker	0 ea	Traffic Loops	0 ea	Bus Pad	0 ft ²	Inlet Protection	0 ea	Speed Humps	Curb Ramps	2 ea	Survey Monument	0 ea	Hump Removal	Curb Ramp Locations	2 (D) NE & SE @ Alley	XGutter	0 ft ²	Comments	Replace just damaged PCC panels as it is marked out on site.
AVNDA CRESTA	CAM DE LA COSTA	AVNDA CORTEZ	1247-E3	1	Residential	960 ft	30 ft	28800 ft ²	Monday										
Inlet Marker	0 ea	Traffic Loops	0 ea	Bus Pad	0 ft ²	Inlet Protection	0 ea	Speed Humps	Curb Ramps	2 ea	Survey Monument	0 ea	Hump Removal	Curb Ramp Locations	2 (D) NE & NW @ Alley	XGutter	0 ft ²	Comments	Full Length/Width.

Filter (Work Order Number is equal to "PCC1501")
Sort [...\Thomas Bros Map Page] Ascending

Street Name	From	To	TB Map Page	Council District	Functional Class	Length	Width	Area	Trash Day	
AVNDA CORTEZ	AVNDA CRESTA	VIA DEL NORTE	1247-E3	1	Residential	251 ft	30 ft	7530 ft ²	Monday	
Inlet Marker	0 ea	Traffic Loops	0 ea	Bus Pad	0 ft ²	Inlet Protection	0 ea	Speed Humps	Curb Ramps	0 ea
Survey Monument	0 ea	Hump Removal		Curb Ramp Locations				XGutter	0 ft ²	
<p>Comments Replace just damaged PCC panels as it is marked out on site.</p>										
MIRA MONTE	VISTA DE LA MESA	LA JOLLA BL	1247-F3	1	Residential	246 ft	30 ft	7380 ft ²	Monday	
Inlet Marker	0 ea	Traffic Loops	0 ea	Bus Pad	0 ft ²	Inlet Protection	1 ea	Speed Humps	Curb Ramps	0 ea
Survey Monument	0 ea	Hump Removal		Curb Ramp Locations				XGutter	0 ft ²	
<p>Comments Full Length/Width</p>										
VISTA DE LA MESA	CAM DE LA COSTA	MIRA MONTE	1247-F3	1	Residential	548 ft	26 ft	14248 ft ²	Monday	
Inlet Marker	2 ea	Traffic Loops	0 ea	Bus Pad	0 ft ²	Inlet Protection	2 ea	Speed Humps	Curb Ramps	1 ea
Survey Monument	0 ea	Hump Removal		Curb Ramp Locations	1 (C) NW @ Cam De La Costa			XGutter	0 ft ²	
<p>Comments Replace just damaged PCC panels as it is marked out on site.</p>										

Street Name	From	To	TB Map Page	Council District	Functional Class	Length	Width	Area	Trash Day
CURTIS ST	CLOVE ST	CHATSWORTH BL	1268-C6	2	Residential	373 ft	34 ft	12309 ft ²	Monday
Inlet Marker 0 ea		Traffic Loops 0 ea						Bus Pad 0 ft ²	
Inlet Protection 0 ea		Speed Humps						Curb Ramps 0 ea	
Survey Monument 0 ea		Hump Removal						Curb Ramp Locations	
		XGutter 0 ft ²							
Comments Full Length/Width									
ZOLA ST	LOCUST ST	EVERGREEN ST	1268-C7	2	Residential	247 ft	34 ft	8151 ft ²	Monday
Inlet Marker 0 ea		Traffic Loops 0 ea						Bus Pad 0 ft ²	
Inlet Protection 0 ea		Speed Humps						Curb Ramps 3 ea	
Survey Monument 0 ea		Hump Removal						Curb Ramp Locations 2 (C) NW, NE @ EVERGREEN ST; 1 (C) SE @ LOCUST ST	
		XGutter 0 ft ²							
Comments Full length/Width except the panels in front st. numb. from 3107 to 3131, as marked on site									
CURTIS ST	WILLOW ST	PLUM ST	1268-C7	2	Residential	371 ft	34 ft	12243 ft ²	Monday
Inlet Marker 0 ea		Traffic Loops 0 ea						Bus Pad 0 ft ²	
Inlet Protection 0 ea		Speed Humps						Curb Ramps 0 ea	
Survey Monument 0 ea		Hump Removal						Curb Ramp Locations	
		XGutter 0 ft ²							
Comments Full Length/Width; 13' CURB/GUTTER @ 3321									

Street Name	From	To	TB Map Page	Council District	Functional Class	Length	Width	Area	Trash Day
CURTIS ST	EVERGREEN ST	WILLOW ST	1268-C7	2	Residential	341 ft	34 ft	11253 ft ²	Monday
Inlet Marker 0 ea		Traffic Loops 0 ea						Bus Pad 0 ft ²	
Inlet Protection 0 ea		Speed Humps						Curb Ramps 0 ea	
Survey Monument 0 ea		Hump Removal						Curb Ramp Locations	
		XGutter 0 ft ²							
Comments Full Length/Width; 14' CURB/GUTTER @ INTERSECTION WITH EVERGREEN ST; 24' X 4' DRIVEWAY @ 3222; 18' X 4' DRIVEWAY @ 3227; 12' X 4' DRIVEWAY @ 3230									
ZOLA ST	ROSECRANS ST	LOCUST ST	1268-C7	2	Residential	314 ft	34 ft	10362 ft ²	Monday
Inlet Marker 1 ea		Traffic Loops 0 ea						Bus Pad 0 ft ²	
Inlet Protection 1 ea		Speed Humps						Curb Ramps 2 ea	
Survey Monument 0 ea		Hump Removal						Curb Ramp Locations 2 (C) NW, NW @ LOCUST ST	
		XGutter 0 ft ²							
Comments Full length/Width; 16' X 4' DRIVEWAY @ ACROSS 3010; 18' X 4' DRIVEWAY @ 3025; 15' X 4' DRIVEWAY @ 3030									
CURTIS ST	PLUM ST	CLOVE ST	1268-C7	2	Residential	372 ft	34 ft	12276 ft ²	Monday
Inlet Marker 0 ea		Traffic Loops 0 ea						Bus Pad 0 ft ²	
Inlet Protection 0 ea		Speed Humps						Curb Ramps 1 ea	
Survey Monument 0 ea		Hump Removal						Curb Ramp Locations 1 (C) NW @ CLOVE	
		XGutter 0 ft ²							
Comments Full Length/Width									

Filter (Work Order Number is equal to "PCC1501")
Sort [..\Thomas Bros Map Page] Ascending

Street Name	From	To	TB Map Page	Council District	Functional Class	Length	Width	Area	Trash Day
26TH ST	E ST	BROADWAY	1289-D3	3	Residential	354 ft	40 ft	14160 ft ²	Thursday
Inlet Marker 0 ea		Traffic Loops 0 ea			Bus Pad 0 ft ²				
Inlet Protection 0 ea		Speed Humps			Curb Ramps 4 ea				
Survey Monument 0 ea		Hump Removal			Curb Ramp Locations 2 (A) SW, SE @ BROADWAY; 2 (A) NW, SW @ E ST.				
		XGutter 0 ft ²							
Comments Full Length/Width; 7' CURB/GUTTER @ 929 1/2; 8' X 4' DRIVEWAY @ 920									
27TH ST	E ST	E ST	1289-D3	3	Residential	98 ft	32 ft	3136 ft ²	Thursday
Inlet Marker 0 ea		Traffic Loops 0 ea			Bus Pad 0 ft ²				
Inlet Protection 0 ea		Speed Humps			Curb Ramps 2 ea				
Survey Monument 0 ea		Hump Removal			Curb Ramp Locations 1 (A) NW @ E st; 1 (B) SW @ E st.				
		XGutter 0 ft ²							
Comments Full Length/Width									
27TH ST	BEGIN	TREAT ST	1289-D3	3	Residential	251 ft	32 ft	8032 ft ²	Thursday
Inlet Marker 0 ea		Traffic Loops 0 ea			Bus Pad 0 ft ²				
Inlet Protection 0 ea		Speed Humps			Curb Ramps 1 ea				
Survey Monument 0 ea		Hump Removal			Curb Ramp Locations 1 (A) SE @ Treat st				
		XGutter 0 ft ²							
Comments Full Length/Width; 18' CURB AND GUTTER @ 816									

Street Name	From	To	TB Map Page	Council District	Functional Class	Length	Width	Area	Trash Day
27TH ST	E ST	BROADWAY	1289-D3	3	Residential	258 ft	32 ft	8256 ft ²	Thursday
Inlet Marker	0 ea	Traffic Loops	0 ea	Bus Pad	0 ft ²				
Inlet Protection	0 ea	Speed Humps		Curb Ramps	2 ea				
Survey Monument	0 ea	Hump Removal		Curb Ramp Locations	2 (A) SE & SW @ Broadway				
		XGutter	0 ft ²						
Comments	Full Length/Width								
27TH ST	TREAT ST	E ST	1289-D3	3	Residential	167 ft	32 ft	5344 ft ²	Thursday
Inlet Marker	0 ea	Traffic Loops	0 ea	Bus Pad	0 ft ²				
Inlet Protection	0 ea	Speed Humps		Curb Ramps	1 ea				
Survey Monument	0 ea	Hump Removal		Curb Ramp Locations	1 (B) SE @ E st				
		XGutter	0 ft ²						
Comments	Full Length/Width								
E ST	26TH ST	27TH ST	1289-D3	3	Residential	599 ft	52 ft	31148 ft ²	Thursday
Inlet Marker	2 ea	Traffic Loops		Bus Pad	0 ft ²				
Inlet Protection	2 ea	Speed Humps		Curb Ramps	8 ea				
Survey Monument	0 ea	Hump Removal		Curb Ramp Locations	4 (D) NE, NW, SE & SW @ East Alley; 2 (D) NW & NE @ Western Alley; 2 (A) NW & SW @ 27th st.				
		XGutter	0 ft ²						
Comments	Replace just damaged PCC panels as it is marked out on site. 15' CURB AND GUTTER @ NW East Alley; 9' CURB AND GUTTER @ SW East Alley; 13' CURB AND GUTTER @ 2637								

Filter (Work Order Number is equal to "PCC1501")
Sort [..\Thomas Bros Map Page] Ascending

Street Name	From	To	TB Map Page	Council District	Functional Class	Length	Width	Area	Trash Day
E ST	GLENDALE AV	26TH ST	1289-D3	3	Residential	261 ft	52 ft	13572 ft ²	Thursday
Inlet Marker 0 ea		Traffic Loops 0 ea				Bus Pad 0 ft ²			
Inlet Protection 0 ea		Speed Humps				Curb Ramps 6 ea			
Survey Monument 0 ea		Hump Removal				Curb Ramp Locations 2 (C) NE & SE @ Glendale av; 4 (D) NE, NW, SE & SW @ Alley			
		XGutter 0 ft ²							
Comments Full Length/Width.									
F ST	BEGIN	GLENDALE AV	1289-D3	3	Residential	172 ft	44 ft	7568 ft ²	Thursday
Inlet Marker 0 ea		Traffic Loops 0 ea				Bus Pad 0 ft ²			
Inlet Protection 0 ea		Speed Humps				Curb Ramps 2 ea			
Survey Monument 0 ea		Hump Removal				Curb Ramp Locations 1 (D) NE @ Alley; 1 (A) NW @ Glendale av			
		XGutter 0 ft ²							
Comments Replace just damaged PCC panels as it is marked out on site, from Glendale Av to Alley.									
F ST	GLENDALE AV	26TH ST	1289-D3	3	Residential	277 ft	52 ft	14404 ft ²	Thursday
Inlet Marker 0 ea		Traffic Loops 0 ea				Bus Pad 0 ft ²			
Inlet Protection 1 ea		Speed Humps				Curb Ramps 1 ea			
Survey Monument 0 ea		Hump Removal				Curb Ramp Locations 1 (A) NE @ Glendale av			
		XGutter 0 ft ²							
Comments Full Length/Width; 84' CURB/GUTTER @ SOUTH SIDE OF A STREET SEGMENT									

Filter (Work Order Number is equal to "PCC1501")
Sort [...\Thomas Bros Map Page] Ascending

Street Name	From	To	TB Map Page	Council District	Functional Class	Length	Width	Area	Trash Day
26TH ST	F ST	E ST	1289-D3	3	Residential	402 ft	40 ft	16080 ft ²	Thursday
<p>Inlet Marker 0 ea Traffic Loops 0 ea Bus Pad 0 ft²</p> <p>Inlet Protection 0 ea Speed Humps Curb Ramps 5 ea</p> <p>Survey Monument 0 ea Hump Removal Curb Ramp Locations 1 (C) NW @ F ST; 2 (B) SW & NE @ F ST; 2 (A) SW,SE @ E ST</p> <p>XGutter 0 ft²</p> <p>Comments Full Length/Width</p>									

Filter (Work Order Number is equal to "PCC1501")
Sort [..\Thomas Bros Map Page] Ascending

APPENDIX G
HAZARDOUS LABEL/FORMS

HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME _____

ADDRESS _____ 24 HR. PHONE () _____

CITY _____ STATE _____ ZIP _____

EPA ID NO. _____ MANIFEST DOCUMENT NO. _____

EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ / /

CONTENTS, COMPOSITION _____

PROPER DOT SHIPPING NAME _____

TECHNICAL NAME (S) _____

UN/NA NO. WITH PREFIX _____

PHYSICAL STATE | HAZARDOUS PROPERTIES FLAMMABLE TOXIC
 SOLID LIQUID | CORROSIVE REACTIVE OTHER _____

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -					
B	INCIDENT DATE	MO	DAY	YR	TIME OES NOTIFIED	(use 24 hr time)	OES CONTROL NO.
C	INCIDENT ADDRESS LOCATION			CITY / COMMUNITY	COUNTY	ZIP	
D	CHEMICAL OR TRADE NAME (print or type)				CAS Number		
D	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>				CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>		
D	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS		PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS		QUANTITY RELEASED		
D	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER			TIME OF RELEASE	DURATION OF RELEASE — DAYS — HOURS — MINUTES		
E	ACTIONS TAKEN						
F	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)						
<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____							
<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____							
<input type="checkbox"/> NOTKNOWN (explain) _____							
G	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS						
H	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)						
I	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.						
REPORTING FACILITY REPRESENTATIVE (print or type) _____							
SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____						DATE: _____	

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

**State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655**

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

APPENDIX H

SAMPLE OF PUBLIC NOTICES



PROJECT NAME

Trenching on your street is complete.

What you need to know:

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

Street resurfacing:

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

Estimated resurfacing completion on your street:

(Insert Date-Month and Year)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP



This information is available in alternative formats upon request.



APPENDIX I

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

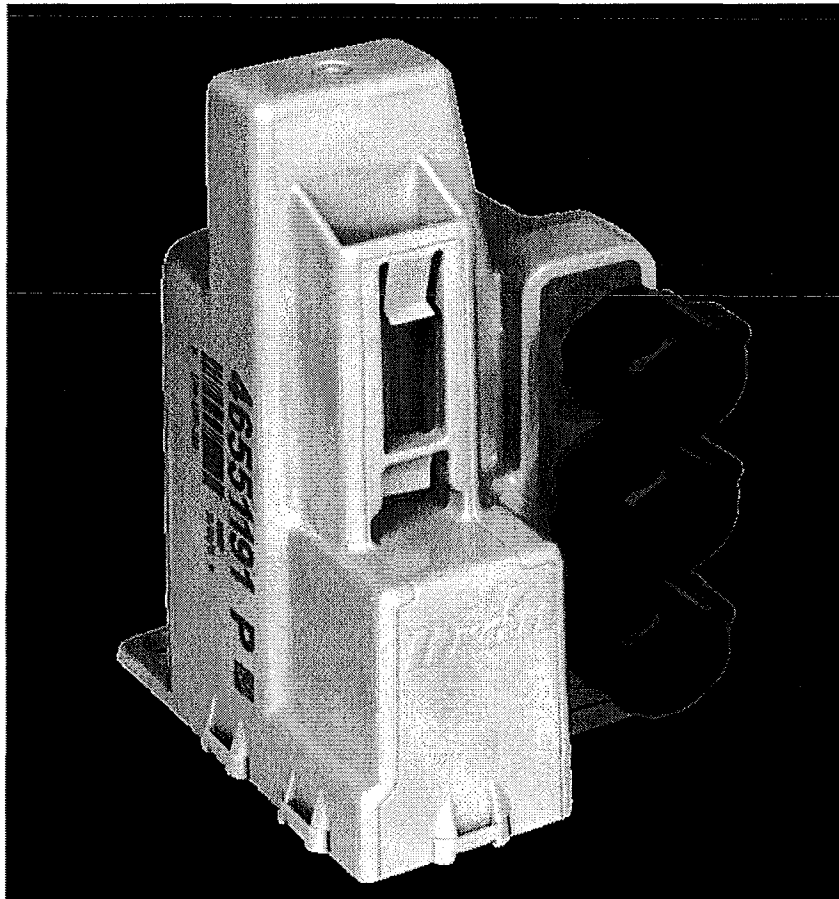
The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

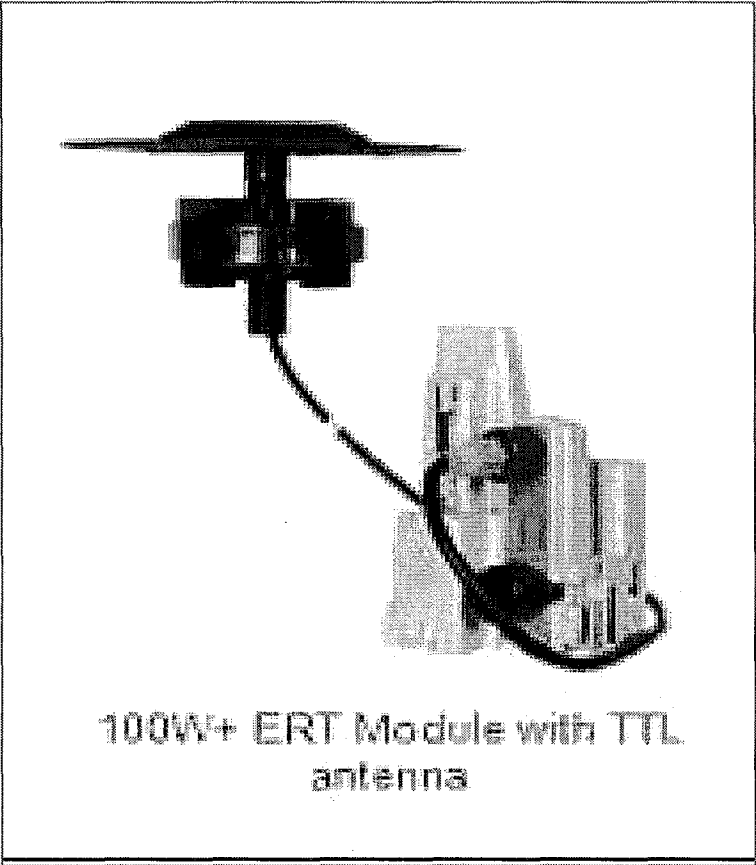
- A. Endpoints, see Photo 1:

Photo 1



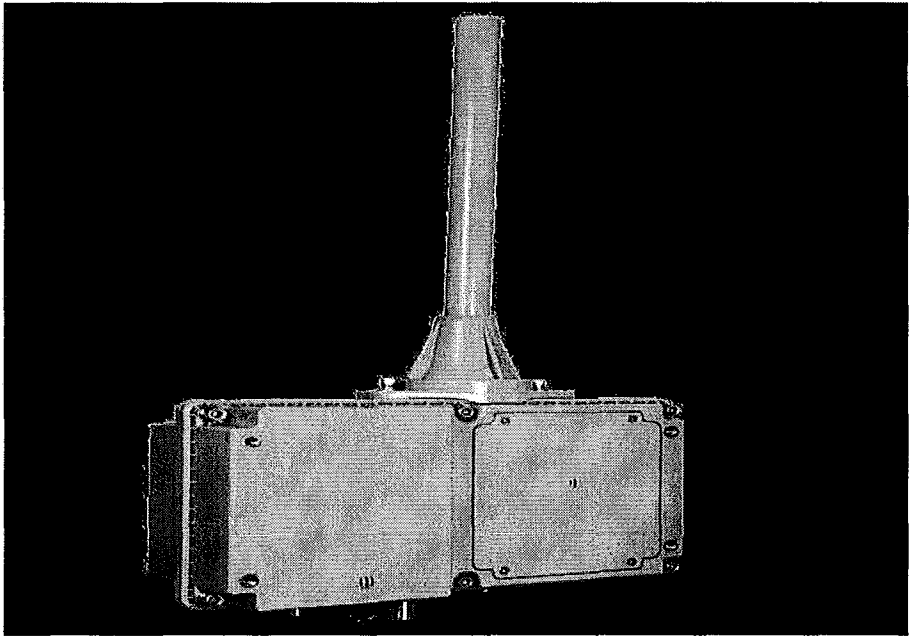
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



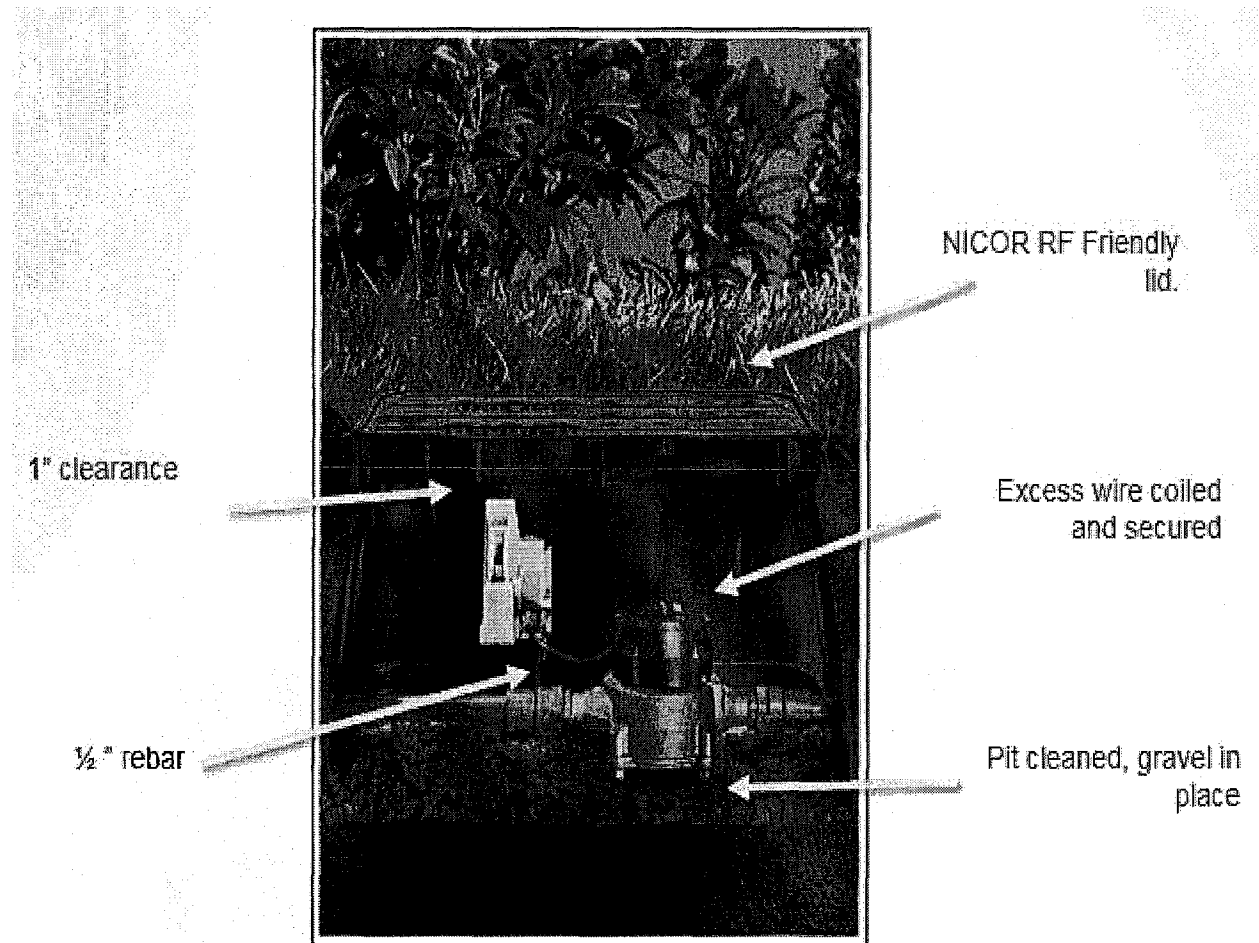
Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

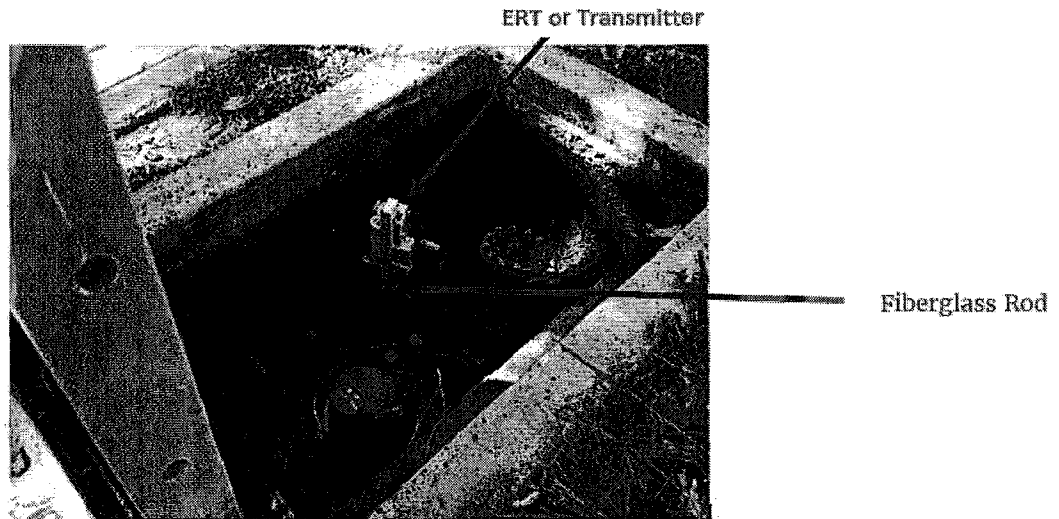
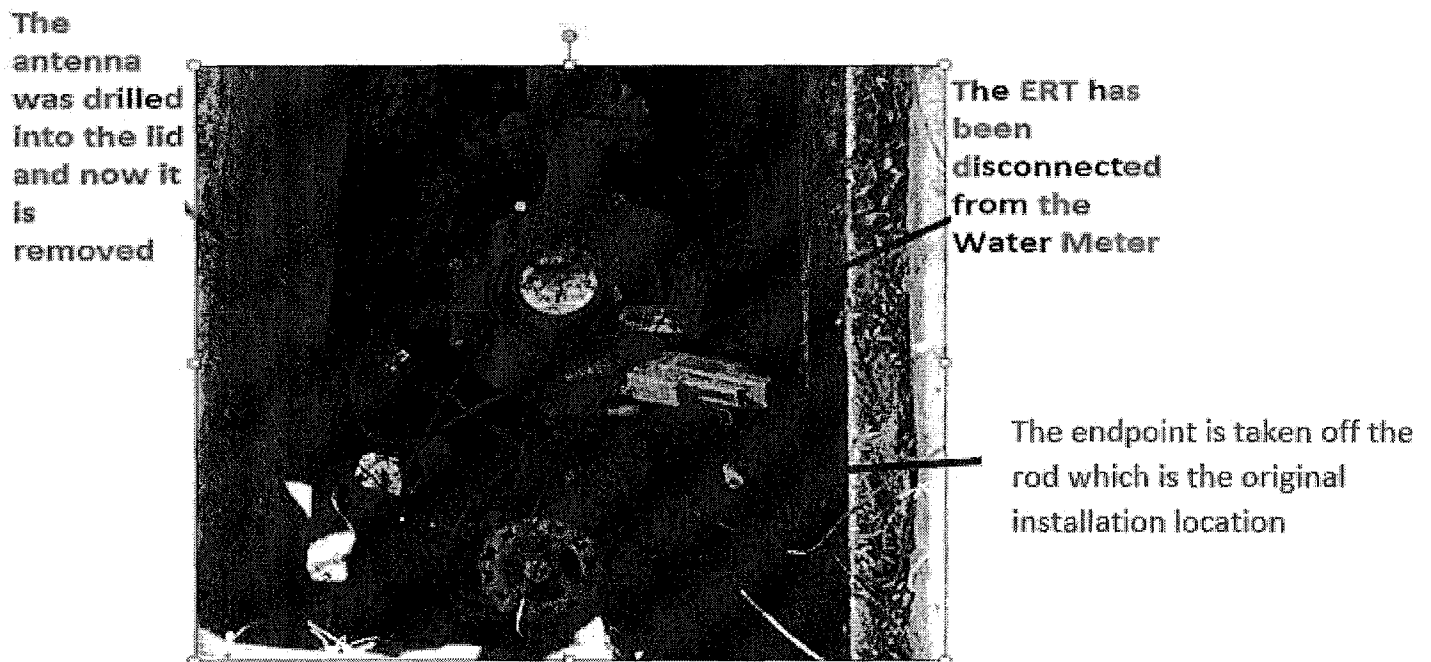


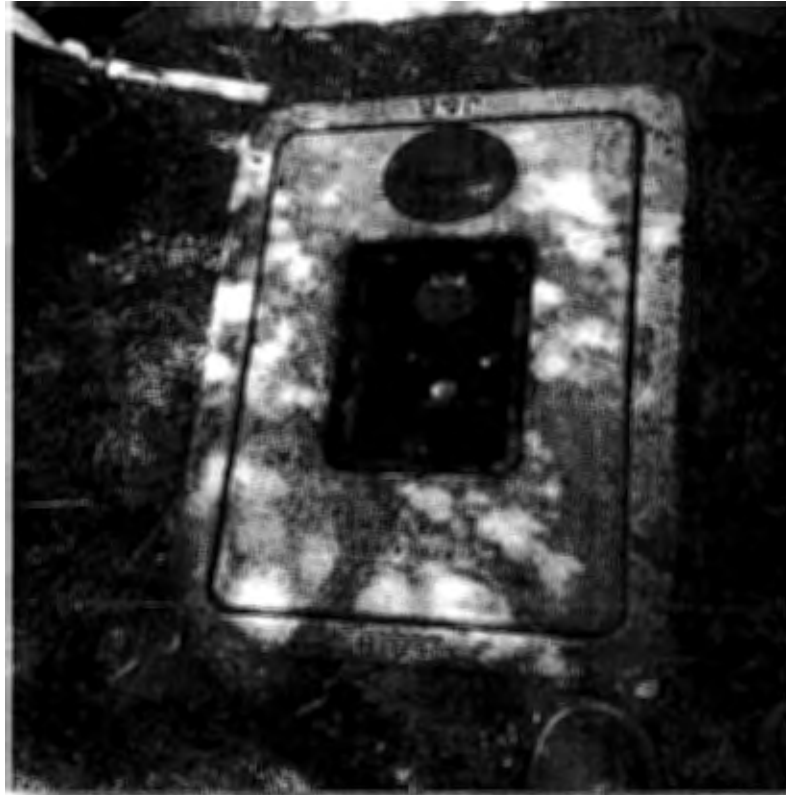
Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

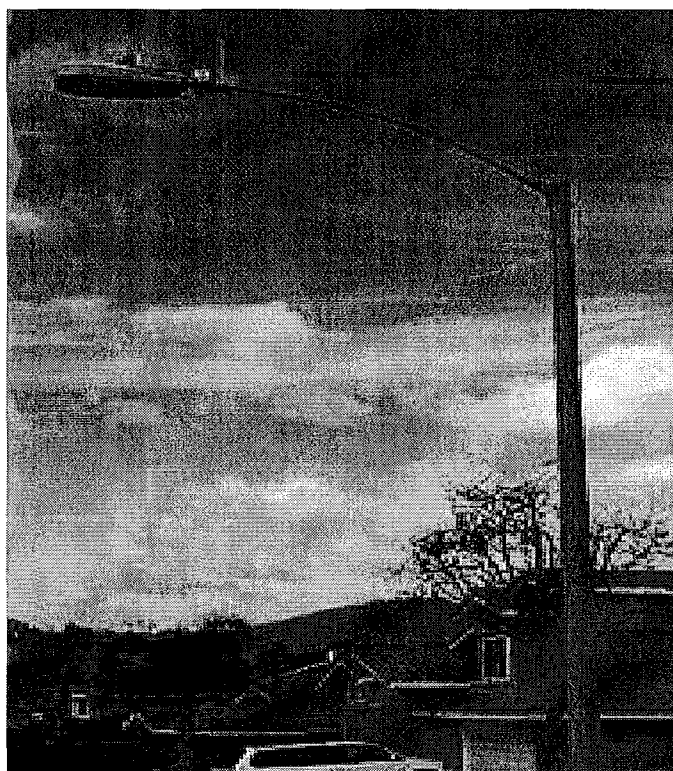
Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

ATTACHMENT F
INTENTIONALLY LEFT BLANK

ATTACHMENT G

CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and DICK MILLER INC ., herein called "Contractor" for construction of Concrete Streets Panel Replacement Group 1501; Bid No. K-17-1434-DBB-3; in the amount of TWO MILLION FIVE HUNDRED AND THIRTY FIVE THOUSAND FIVE HUNDRED AND FIVE DOLLARS AND TWENTY CENTS (\$2,535,505.20), which is comprised of the Base Bid alone.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Concrete Street Panel Replacements Group 1501**, on file in the office of the Public Works Department as Document No. **B-15199**, 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 **Concrete Street Panel Replacements Group 1501**. Bid Number **K-17-1434-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 AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliot, City Attorney

By 

By 

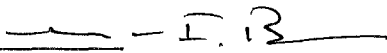
Print Name: Stephen Samara
Principal Contract Specialist
Public Works Contracts

Print Name: RYAN GERRITY
Deputy City Attorney

Date: 1-31-17

Date: 2/2/17

CONTRACTOR

By Dick Miller Inc. 

Print Name: Glen F. Bullock

Title: President

Date: 12/07/2016

City of San Diego License No.: B2012015447/B2014004558

State Contractor's License No.: 380204 A, B, C12

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004547

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX

Certificate Number: B2012015447
Business Name: DICK MILLER INC
Business Owner: DICK MILLER INC
Business Address: 930 BOARDWALK
SAN MARCOS CA 92078-2634

DICK MILLER INC
CHRISTINA L. STUBER
930 BOARDWALK
SAN MARCOS CA 92078-2634

Primary Business Activity: BUILDING, DEVELOPING & GENERAL CONTRACTING

Secondary Business Activity:

Effective Date: 08/01/2016
Expiration Date: 07/31/2017

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - BUSINESS TAX PROGRAM, PO BOX 122289, SAN DIEGO, CA 92112

BUSINESS FILE COPY

CITY OF SAN DIEGO
CERTIFICATE OF PAYMENT OF BUSINESS TAX
PO BOX 122289, SAN DIEGO, CA 92112-2289
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101
(619) 615-1500; FAX (619) 533-3272
www.sandiego.gov/treasurer

Certificate Number: B2012015447
Business Name: DICK MILLER INC
Business Owner: DICK MILLER INC
Business Address: 930 BOARDWALK
SAN MARCOS CA 92078-2634

Primary Business Activity: BUILDING, DEVELOPING & GENERAL CONTRACTING

Secondary Business Activity:

Effective Date: 08/01/2016
Expiration Date: 07/31/2017



DICK MILLER INC
CHRISTINA L. STUBER
930 BOARDWALK
SAN MARCOS, CA 92078-2634

00194
2

Mailing Address: DICK MILLER INC
CHRISTINA L. STUBER
930 BOARDWALK
SAN MARCOS CA 92078-2634

This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This is not a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

NOTICE: It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are Not Refundable unless collected as a direct result of an error by the City of San Diego.

This certificate is NOT transferable for a change in business ownership.

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX

Certificate Number: B2014004558
Business Name: DMI-DICK MILLER INC
Business Owner: DICK MILLER INC
Business Address: 930 BOARDWALK
SAN MARCOS CA 92078-2634

DMI-DICK MILLER INC
930 BOARDWALK
SAN MARCOS CA 92078-2634

Primary Business Activity: BUILDING, DEVELOPING & GENERAL CONTRACTING

Secondary Business Activity:

Effective Date: 03/01/2016
Expiration Date: 02/28/2017

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - BUSINESS TAX PROGRAM, PO BOX 122289, SAN DIEGO, CA 92112

BUSINESS FILE COPY

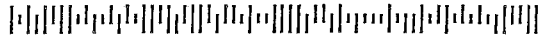
CITY OF SAN DIEGO
CERTIFICATE OF PAYMENT OF BUSINESS TAX
PO BOX 122289, SAN DIEGO, CA 92112-2289
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101
(619) 615-1500; FAX (619) 533-3272
www.sandiego.gov/treasurer

Certificate Number: B2014004558
Business Name: DMI-DICK MILLER INC
Business Owner: DICK MILLER INC
Business Address: 930 BOARDWALK
SAN MARCOS CA 92078-2634

Primary Business Activity: BUILDING, DEVELOPING & GENERAL CONTRACTING

Secondary Business Activity:

Effective Date: 03/01/2016
Expiration Date: 02/28/2017



DMI-DICK MILLER INC
930 BOARDWALK
SAN MARCOS, CA 92078-2634

00155
2

Mailing Address: DMI-DICK MILLER INC
930 BOARDWALK
SAN MARCOS CA 92078-2634

This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This is not a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

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THE CITY OF SAN DIEGO

May 9, 2016

Dick Miller Inc.
Mr. Glen Bullock
930 Boardwalk, Suite H
San Marcos, CA 92078

Subject: Small Local Business Enterprise Certification

Dear Mr. Bullock:

Congratulations! We have reviewed your **renewal application** and you have been approved for re-certification as a City of San Diego Small Local Business Enterprise (SLBE). Your certification number is 12DM0726 and your classification is General Construction. Please reference this certification number when bidding on City projects. For the City's Small Local Business Enterprise (SLBE) Program, your certification is effective May 9, 2016. This certification expires on May 9, 2018 at which time you will need to reapply in accordance with the SLBE guidelines.

To receive potential contracting opportunities, please ensure that you 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>

Construction Contractors: Contractors desiring to bid as a prime contractor on City of San Diego public works construction projects must be prequalified in accordance with the San Diego Municipal Code §22.3004(a).

Contractors certified as an emerging or small local business under the City's SLBE program may, **upon submittal of their bond letter**, be prequalified to bid as a prime contractor for projects up to \$1 million or their single-project bond limit, **whichever is less**. To become prequalified, go to the "Prequalification" tab in the vendor profile on PlanetBids, select "Prequalification for City Certified SLBE", and upload a current bond letter, addressed to the City of San Diego, stating single project and aggregate bonding limits.

To become prequalified as a prime contractor and bid on large projects valued at **more than \$1 million**, complete the online Prequalification Program Application found on PlanetBids. Contractors will need to provide references, a complete, current reviewed or audited financial statement and a current bond letter via PlanetBids.

Page 2 of 2
Mr. Bullock
May 9, 2016

To bid on a specific project, the prequalification application must be received at least two weeks **prior** to the bid due date. Upon prequalification approval, an automated email notification will be forwarded from PlanetBids. Please be sure to print your prequalification approval letter for your records.

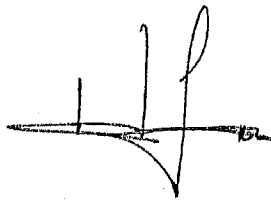
For questions regarding the Prequalification Program, please contact Dave Stucky at (619) 533-3474 or email DStucky@sandiego.gov.

For questions regarding the SLBE Program, please contact Equal Opportunity Contracting at (619) 236-6000 or e-mail ContactEOC@sandiego.gov.

If there are any changes in your firm's status during this certification period, you are required to notify this office *immediately*.

Equal Opportunity Contracting reserves the right to withdraw this certification at any time and request additional information and/or conduct on-site visits for purposes of verification.

Thank you,

A handwritten signature in black ink, appearing to read 'H. Foster III', written over a horizontal line.

Henry Foster III
Program Manager
Equal Opportunity Contracting

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

Dick Miller Inc.

Small Local Business Enterprise (SLBE)

General Construction

(NAICS: 237110, 237310, 238140, 238910)

Certification Number: 12DM0726

Effective: 5/9/2016 - 5/9/2018

Henry Foster III
Equal Opportunity Contracting
Program Manager

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
DICK MILLER INC	1000004547	SAN DIEGO	SAN MARCOS	05/18/2016	06/30/2017



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **380204**

Entity **CORP**

Business Name **DICK MILLER INC**

Classification **B C12 A**

Expiration Date **06/30/2017**

www.cslb.ca.gov



CERTIFICATIONS AND FORMS

The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

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.

**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
County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by 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.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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;

This company 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.

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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;

This company 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.

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 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 § 22.3004.

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

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

(Name of Project or Task)

as particularly described in said contract and identified as Bid No. _____ ; SAP No. (WBS/IO/CC) _____; 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

COMPANY LETTERHEAD
CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

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

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

Material Description:

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

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

City of San Diego
Public Works Department, Field Division

NOTICE OF MATERIALS TO BE USED

To: _____ Date: _____, 20____

Resident Engineer

You are hereby notified that the materials required for use under Contract No. _____
 for construction of _____

in the City of San Diego, will be obtained from sources herein designated.

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

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

Distribution:

Supplier

Yours truly,

 Signature of Supplier

 Address

ELECTRONICALLY SUBMITTED FORMS

**THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF
FORMAT WITH BID SUBMISSION**

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions

B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS

C. EQUAL BENEFITS ORDINANCE - CERTIFICATION OF COMPLIANCE

**Bids will not be accepted until ALL forms are submitted as part
of the bid submittal**

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Principal, and
_____ 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

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 _____ day of _____,
20_____

(Principal)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CONTRACTOR'S 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: _____

Certified By _____ Title _____

Name

_____ Date _____

Signature

USE ADDITIONAL FORMS AS NECESSARY

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

COMPANY INFORMATION

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

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:
---------------	--------------	-----------------------------------	---

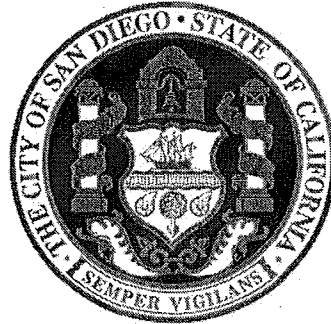
(Rev 02/15/2011)

City of San Diego

CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491, Fax No. (619) 533-3633

ADDENDUM "A"

 **e - Bidding** FOR



CONCRETE STREETS PANEL REPLACEMENTS GROUP 1501

BID NO.: K-17-1434-DBB-3
SAP NO. (WBS/IO/CC): B-15199
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: CITYWIDE
PROJECT TYPE: ID

BID DUE DATE:

**2:00 PM
NOVEMBER 17, 2016
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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


For City Engineer

11/3/16
Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

- Q1. Is there an allowance for line item 7 – Field Orders?
- A1. Please refer to the revised Bid Line Item 7 defined in Section E, Additional Changes of this Addendum A.
- Q2. Special Conditions 300-1.4 Paragraph 2 states: "Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Contract Unit price for "PCC Street Panel". Are we to construe this as meaning that, even if the existing concrete is 12 inches thick, we will not be paid any extra above the unit price we bid for assumed 8-inch concrete thickness as instructed by Special Conditions 302-6.1 above? How are we to reconcile these two Special Conditions?
- A2. Section 300-1.4, Paragraph 2 of Attachment E Supplementary Special Provisions has been deleted - see the section D-1 of this Addendum A. Follow the instructions provided in Section 302-6.1 and Section D-2 of this Addendum A.
- Q3. Special Conditions 302-6.1 instructs us as follows: "For bidding purposes assume 8" minimum thickness. Actual thickness shall be verified in the field." Bid Item 14 SF 331330 is a unit price item by which you will your contractor per square foot. I presume that unit price means per square foot of eight inch thick concrete. But if, for instance, the actual thickness is nine-inches, will you pay for nine inches, that is, the unit price plus 12.5 per cent? (Each inch being 12.5% of 8"). Similarly if the actual concrete thickness is ten inches, will you pay the unit price plus 25%? Alternatively, if the actual concrete thickness is only 6" will you deduct 25% from the unit price?
- A3. Section 302-6.1, Paragraph 2 of Attachment E Supplementary Special Provisions has been DELETED and SUBSTITUTED in Section D-2 of this Addendum A. Payment for replacement the PCC Street Panels up to 8" thickness and payment for replacement of material unsuitable for PCC Street Panels base is defined in Section D-2 of this Addendum.

Q4. Do you have any bore-hole data or pot-hole reports that will show us actual concrete thickness and base composition/thickness and underlying geotechnical conditions?

A4. Boring reports are not available for street segments listed on this contract.

Q5. Do any of these streets contain old cast-iron or asbestos-cement water mains?

A5. According to City GIS database, street segments listed on this contract have water mains made from the following material:

Street Name	From	To	Council District	TB Map Page	Water Main Material
VIA DEL NORTE	VISTA DE LA MESA	LA JOLLA BL	1	1247-E2	ASBESTOS CEMENT
AVNDA CRESTA	VIA DEL NORTE	VIA DEL NORTE	1	1247-E3	ASBESTOS CEMENT
AVNDA CRESTA	AVNDA CORTEZ	VIA DEL NORTE	1	1247-E3	ASBESTOS CEMENT
VIA DEL NORTE	CAM DE LA COSTA	AVNDA CRESTA	1	1247-E3	ASBESTOS CEMENT
VISTA DE LA MESA	MIRA MONTE	VIA DEL NORTE	1	1247-E3	ASBESTOS CEMENT
AVNDA CORTEZ	CAM DE LA COSTA	AVNDA CRESTA	1	1247-E3	ASBESTOS CEMENT
AVNDA CRESTA	CAM DE LA COSTA	AVNDA CORTEZ	1	1247-E3	ASBESTOS CEMENT
AVNDA CORTEZ	AVNDA CRESTA	VIA DEL NORTE	1	1247-E3	ASBESTOS CEMENT
VIA DEL NORTE	AVNDA CORTEZ	VISTA DE LA MESA	1	1247-E3	ASBESTOS CEMENT
VIA DEL NORTE	AVNDA CRESTA	AVNDA CORTEZ	1	1247-E3	ASBESTOS CEMENT
MIRA MONTE	VISTA DE LA MESA	LA JOLLA BL	1	1247-F3	NONE
VISTA DE LA MESA	CAM DE LA COSTA	MIRA MONTE	1	1247-F3	ASBESTOS CEMENT
CURTIS ST	CLOVE ST	CHATSWORTH BL	2	1268-C6	POLYVINYL CHLORIDE
ZOLA ST	ROSECRANS ST	LOCUST ST	2	1268-C7	ASBESTOS CEMENT
CURTIS ST	EVERGREEN ST	WILLOW ST	2	1268-C7	POLYVINYL CHLORIDE
ZOLA ST	LOCUST ST	EVERGREEN ST	2	1268-C7	ASBESTOS CEMENT
CURTIS ST	WILLOW ST	PLUM ST	2	1268-C7	POLYVINYL CHLORIDE
CURTIS ST	PLUM ST	CLOVE ST	2	1268-C7	POLYVINYL CHLORIDE
E ST	26TH ST	27TH ST	3	1289-D3	POLYVINYL CHLORIDE
27TH ST	TREAT ST	E ST	3	1289-D3	POLYVINYL CHLORIDE
E ST	GLENDALE AV	26TH ST	3	1289-D3	POLYVINYL CHLORIDE
F ST	BEGIN	GLENDALE AV	3	1289-D3	ASBESTOS CEMENT
F ST	GLENDALE AV	26TH ST	3	1289-D3	ASBESTOS CEMENT
27TH ST	E ST	E ST	3	1289-D3	POLYVINYL CHLORIDE
27TH ST	BEGIN	TREAT ST	3	1289-D3	POLYVINYL CHLORIDE
27TH ST	E ST	BROADWAY	3	1289-D3	POLYVINYL CHLORIDE
26TH ST	F ST	E ST	3	1289-D3	POLYVINYL CHLORIDE
26TH ST	E ST	BROADWAY	3	1289-D3	POLYVINYL CHLORIDE

- Q6. Do any of these streets contain cement-treated base?
- A6. The cement-treated base is not identified at the street segments listed on this contract.
- Q7. Do any of these contain concealed/buried trolley lines?
- A7. According to the City GIS database, street segments listed on this contract do not have identified old abandoned trolley lines.
- Q8. Are the existing street pavement slabs doweled into the curbs?
- A8. Curbs doweled into the existing PCC Street Panels are not identified at the street segments listed on this contract.
- Q9. To determine the applicable 'Schedule J' concrete pavement thickness of the replacement PCC panels, please let us know the Street Classification, Maximum Average Daily Traffic (ADT), Maximum Traffic Index, and "R" Value to use OR more simply please specify one single pavement thickness to be used in all 28 locations.
- A9. Minimum thickness of the replacement PCC panels is 8".
- Q10. Can you please confirm the project duration of 65 working days?
- A10. Contract time has been revised to 90 working days. Please see section C-1 of this Addendum A.
- Q11. 65 working days seems very aggressive considering 25 locations and the quantities required. Basically the contractor needs to remove and replace nearly 130 cubic yards per shift. This may be achievable if the Contractor is allowed to close all streets within a 'work group'. Please consider doubling the contract time.
- A11. Contract time has been revised to 90 working days. Please see section C-1 of this Addendum A.

Q12. It appears that bid item 14 is overstated by at least 10%. The numbers in the Contract Documents add up to just under 300,000 square feet. Additionally, some of these areas are only panels replacements (not full width), making the quantities even more overstated. Please adjust the bid quantities to accurately reflect the work described in the documents.

A12. Please see Attachment E – Supplementary Special Provisions, section 302-3. The areas for the PCC Street Panels Replacement are marked out in field and quantities shown in the contract document and in appendices are based on engineering calculation and estimate which we found accurate. The quantities 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 precedence over the area shown in a Contract Documents.

Q13. Please confirm that the Contractor will be allowed time up front for submission/approval of submittals prior to the Contract time starting.

A13. Confirmed. The contractor is allowed to send submittals for approval prior the Contract time starting.

Q14. Is the Contract allowed to work multiple locations simultaneously within a 'work group'? What are the restrictions on closing streets within a work group? Can the Contractor close the entire street full width for full width replacement?

A14. Contractor is allowed to work on a multiple locations and contract schedule is subject to approval by Resident Engineer. Traffic control and closure of the streets are subject to approval by Traffic Engineer. Resident Engineer can evaluate the working hours and if necessary modify from the standard approved in this contract.

C. ATTACHMENTS

1. To Attachment A, Scope of Work, page 20, Item 4, Contract Time, **DELETE** in its entirety and **SUBSTITUTE** with the following:

4. CONTRACT TIME: The Contract Time for completion of the Work, shall be 90 Working Days.

D. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, Supplementary Special Provisions, Section 300, EARTHWORK, Subsection 300-1.4, Payment, page 36, **DELETE** in its entirety and **SUBSTITUTE** with the following:

300-1.4 **Payment.** To the WHITEBOOK, paragraph (5 and 6), DELETE in its entirety and SUBSTITUTE with the following:

5. Payment for the removal and disposal of tree roots and root pruning, dependent on where the roots have been treated, shall be included in the appropriate Bid item for "PCC Street Panel", "Class II Base" "4" PCC Sidewalk" and "5.5" PCC Driveway".
 6. Payment for work related to removal and disposal of small trees - less than 24" dia, and removal and disposal of large trees - greater than 24" dia, shall be included in the Contract unit price for "Remove and Dispose Small Tree (less than 24" dia)" and "Remove and Dispose Large Tree (greater than 24" dia)" bid item respectively for each tree removed and disposed.
2. To Attachment E, Supplementary Special Provisions, Section 302, ROADWAY SURFACING, Subsection 302-6, PORTLAND CEMENT CONCRETE PAVEMENT, 302-6.1, General, **DELETE**, page 39, paragraph 2, and **SUBSTITUTE** with the following:

Average estimated thickness of the existing concrete street panels is 8". Minimum thickness of the new replacing PCC street panels shall be 8". Removal and disposal of existing PCC pavement and all other encountered material up to 8" depth, concrete base compaction and preparation, replacement with the new PCC Street Panels minimum 8" thick is included in Contract Unit Price for "PCC Street Panel". Should any unsuitable material for PCC Street Panels base be found, including but not limited to tree roots, broken or crushed concrete, pavement fabric or any other material, that material will be removed, hauled, disposed and replaced with the Class II base aggregate, and this shall be paid at the Contract unit price per "Class II Base".

E. ADDITIONAL CHANGES

The following are changes in the Line Items Tab in Planetbids:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and DELETIONS, if any, have been **~~Stricken out~~**.

Section	Item #	Item Code	Item Description	UOM	Quantity	Reference	Unit Price
Main Bid	7		Field Orders (<u>EOC - Type II</u>)	AL	1	9-3.5	<u>\$160,000.00</u>

James Nagelvoort, Director
Public Works Department

Dated: *November 4, 2016*
San Diego, California

JN/JB/cc

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That Dick Miller, Inc. as Principal, and
The Ohio Casualty 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

Concrete Street Panel Replacement Group 1501 / K-17-1434-DBB-3

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 November day of 2nd,
20 16

Dick Miller, Inc. (SEAL) The Ohio Casualty Insurance Company (SEAL)
(Principal) (Surety)

By: [Signature]
(Signature)

By: [Signature]
Bart Stewart, Attorney-in-Fact
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

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

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

Certificate No. 0729294

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of September, 2014.



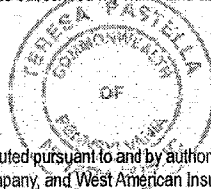
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of September, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Meeting, Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of November, 2016



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On 11/02/2016 before me, Brittany Aceves, Notary Public
(Here insert name and title of the officer)

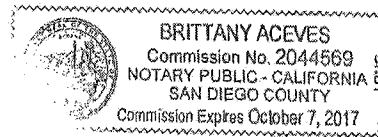
personally appeared Bart Stewart
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~(s)~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their 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

[Handwritten Signature]

 Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CONTRACTOR'S 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: Dick Miller Inc.

Certified By Glen F. Bullock Title President

Name



Date 11/17/2016

Signature

USE ADDITIONAL FORMS AS NECESSARY

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101

COMPANY INFORMATION	
Company Name: Dick Miller Inc.	Contact Name: Glen F. Bullock
Company Address: 930 Boardwalk Ste. H San Marcos, CA 92078	Contact Phone: (760) 471-6842
	Contact Email: gbullock@dickmillerinc.com

CONTRACT INFORMATION	
Contract Title: Concrete Streets Panel Replc. Group 1501	Start Date: TBD
Contract Number (if no number, state location): K-17-1434-DBB-3	End Date: TBD

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

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

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

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Glen F. Bullock, President		11/17/16
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)

Bid Results for Project Concrete Streets Panel Replacements Group 1501 (K-17-1434-DBB-3)
 Issued on 10/14/2016
 Bid Due on November 17, 2016 2:00 PM (Pacific)
 Exported on 11/22/2016

VendorID	Company Name	Address	City	ZipCode	Country	Contact	Phone	Fax	Email	Vendor Type
305702	Dick Miller Inc.	930 Boardwalk, Suite H	San Marcos	92078	United States	Glen Bullock	760-471-6842	760-471-6178	jgrace@dickmillerinc.com	CAU,MALE,POU AL,SLBE,DVBE,C ADIR,Local

Response	Responsee Title	Responsee Phone	Responsee Email
Jean Grace	Estimator	760-471-6842 ext. 13	jgrace@dickmillerinc.com

Bid Format	Submitted Date	Delivery Method	Response	Status	Confirmation #	Ranking
Electronic	November 17, 2016 1:57:40 PM (Pacific)			Submitted	92469	0

Attachments		
File Title	File Name	File Type
Bid Bond	Bid Bond.pdf	General Attachments
Contractor's Certification of Pending Action	Contractor's Certification of Pending Actions.pdf	General Attachments
Equal Benefit Ordinance	Equal Benefit Ordinance.pdf	General Attachments

Line Items							
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	\$20,500.00	\$20,500.00
2	Main Bid	237990	Street Sweeping	LS	1	\$16,602.10	\$16,602.10
3	Main Bid	541330	Water Pollution Control Program Development - WPCP & WTAP	LS	1	\$1,120.00	\$1,120.00
4	Main Bid	237990	Water Pollution Control Program Implementation	LS	1	\$8,375.20	\$8,375.20
5	Main Bid	237990	Storm Drain Inlet Markers	EA	5	\$26.00	\$130.00
6	Main Bid	541330	Traffic Control, Including Plans & Permits	LS	1	\$136,000.00	\$136,000.00
7	Main Bid		Field Orders (EOC - Type II)	AL	1	\$160,000.00	\$160,000.00
8	Main Bid	561730	Remove and Dispose Small Tree (less than 24" dia)	EA	2	\$900.00	\$1,800.00
9	Main Bid	561730	Remove and Dispose Large Tree (greater than 24" dia)	EA	2	\$1,200.00	\$2,400.00
10	Main Bid	238910	Miscellaneous Hardscape, Remove & Replace with Topsoil	SF	200	\$30.00	\$6,000.00
11	Main Bid	237310	Raise Appurtenance to Grade (Water, Sewer, Monument)	EA	31	\$640.00	\$19,840.00
12	Main Bid	237310	Class II Base	TON	963	\$87.50	\$84,262.50
13	Main Bid	238210	Traffic Detector Loop Replacement or Conduit stub installed	EA	1	\$1,600.00	\$1,600.00
14	Main Bid	237310	PCC Street Panel	SF	331330	\$5.68	\$1,881,954.40
15	Main Bid	237310	Type G Curb/Gutter	LF	183	\$75.00	\$13,725.00
16	Main Bid	237310	4" PCC Sidewalk	SF	95	\$29.00	\$2,755.00
17	Main Bid	237310	5.5" PCC Driveway	SF	498	\$17.00	\$8,466.00
18	Main Bid	237310	Contractor Date Stamps / Impressions	EA	15	\$105.00	\$1,575.00
19	Main Bid	237310	Curb Ramp Type "A" or "B"	EA	19	\$3,200.00	\$60,800.00
20	Main Bid	237310	Curb Ramp Type "C1 or C2"	EA	13	\$3,200.00	\$41,600.00
21	Main Bid	237310	Curb Ramp Type "D"	EA	19	\$3,200.00	\$60,800.00
22	Main Bid	237310	Remove, Replace & Install Traffic Striping, Markers, Markings, & Devices	LS	1	\$5,200.00	\$5,200.00
						Subtotal	\$2,535,505.20
						Total	\$2,535,505.20

Subcontractors										
Name	Description	License Num	Amount	Type	Address	Address 2	City	State	ZipCode	Country
Cal-Western Weed Control	Qualified Applicator License w/ California Department of Pesticide Regulation No.: 100494 exp. 12/31/17 - Also State of California Pest Control Business License No.: 31084	100494	\$19,880.00		10047 Circle R Dr. #B		Valley Center		92082	United States

Prime Self-Performance
99.21%