

City of San Diego

CONTRACTOR'S NAME: L.C. Paving & Sealing, Inc.
ADDRESS: 996 Borden Road, San Marcos CA 92069
TELEPHONE NO.: 760-752-1743 **FAX NO.:** _____
CITY CONTACT: Antoinette Sanfilippo, Contract Specialist, Email: ASanfilippo@sandiego.gov
Phone No. (619) 533-3439
MD. Rahman / A. Jaro / C. Catapia

BIDDING DOCUMENTS



FOR

SIDEWALK REPLACEMENT GROUP 1604

BID NO.: K-19-1738-DBB-3
SAP NO. (WBS/IO/CC): B-16030
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: CITYWIDE
PROJECT TYPE: IK

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
JUNE 27, 2019

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

<https://www.sandiego.gov/publicworks/about/contracting>

DEPUTY CITY ENGINEER

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



For City Engineer

5/24/2019

Date

Seal:



TABLE OF CONTENTS

SECTION	PAGE
1. NOTICE INVITING BIDS	4
2. INSTRUCTIONS TO BIDDERS	7
3. PERFORMANCE AND PAYMENT BONDS	18
4. ATTACHMENTS:	
A. SCOPE OF WORK.....	21
B. RESERVED.....	23
C. RESERVED.....	24
D. PREVAILING WAGES.....	25
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	30
1. Appendix A - Notice of Exemption.....	60
2. Appendix B - Fire Hydrant Meter Program.....	70
3. Appendix C - Materials Typically Accepted by Certificate of Compliance.....	84
4. Appendix D - Sample City Invoice with Cash Flow Forecast.....	86
5. Appendix E - Location Maps	89
6. Appendix F - Location List.....	188
7. Appendix G - Hazardous Waste Label and Forms	197
8. Appendix H - Sample of Public Notice.....	203
9. Appendix I - Advanced Metering Infrastructure (AMI) Device Protection	205
10. Appendix J - Contractor’s Daily Quality Control Inspection Report	212
F. RESERVED.....	215
G. CONTRACT AGREEMENT	216
5. CERTIFICATIONS AND FORMS.....	219

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Sidewalk Replacement Group 1604**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,040,000**.
4. **BID DUE DATE AND TIME ARE: JUNE 27, 2019 AT 2:00 P.M.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A or C8 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	7.2%
2. ELBE participation	7.2%
3. Total mandatory participation	14.4%
 - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 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. AWARD PROCESS:

- 8.1.** 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.
- 8.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- 8.3.** 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 by the City Attorney's Office.
- 8.4.** The low Bid will be determined by the Base Bid.
- 8.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone.

9. SUBMISSION OF QUESTIONS:

- 9.1.** The Director (or Designee) of Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

Public Works Contracts
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Antoinette Sanfilippo

OR:

ASanfilippo@sandiego.gov

- 9.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 9.3.** 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.
- 9.4.** 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.

10. OPTION TO RENEW:

- 10.1.** The City of San Diego expects to have additional sidewalk panels replacement by contract with additional funding this fiscal year or next fiscal year. The City of San Diego reserves the right to exercise one option to renew this contract at the City's sole discretion under the terms and conditions herein stated, with the work to be performed commencing no later than 180 days after completion of the original contract work. The option to renew must be exercised by the City within 365 days after the date of the bid opening for this project. By submitting this bid, the bidder agrees that it shall not decline the City's option to renew.
- 10.2.** The option to renew, if exercised, will be for one or more of the line items noted above as determined by the City, for quantities to be specified by the City that will be within $\pm 25\%$ of the quantities listed, with the total price to be adjusted in proportion to the quantities specified. The time for performance of the additional work shall be the same as the time for completion of the original contract work, adjusted proportionately by the amount of the additional work compared to the amount of the original contract work.
- 10.3.** If deemed necessary by the City, the option to renew will be exercised in writing by the City within 1 year of the date of the Bid opening for this project. The following conditions apply to the option to renew:
- 10.3.1.** The total price of the option to renew shall not exceed the original contract amount. The option to renew will be for one or more of the listed Bid items as determined by the City, for quantities to be specified by the City that will be within twenty five percent ($\pm 25\%$) of the quantities listed in the Bid.
- 10.3.2.** The increase in lump sum Bid amounts e.g., bond, mobilization, storm water protection, and traffic control shall be in proportion to the amount of the added quantities. Allowance Bid items have been provided for this purpose where needed.
- 10.3.3.** The Contract Time to perform the additional Work will be the same as for the original Work, adjusted proportionately to the amount of the added Work compared to the amount of the original Work.
- 10.3.4.** The Retention for both original and added Work will be administered in accordance with 9-3.2, "Partial and Final Payment" of the General Provisions.
- 10.3.5.** A separate NTP will be issued for the added Work.
- 10.3.6.** A separate NOC may be filed for the added Work if the time between completion of the original Work and the commencement of the added Work exceeds 60 days.

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.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, 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, EOCB 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 on 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 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>

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 14 Calendar Days after receiving the Contract forms.

7. INSURANCE REQUIREMENTS:

7.1. 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.

7.2. 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.

8. 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”) http://www.greenbookspecs.org/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05

Title	Edition	Document Number
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI092816-07
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above.</p>		

9. **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 addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **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.
11. **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.
12. **SUBCONTRACTOR INFORMATION:**
- 12.1. **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 state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORION** 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.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 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 California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor - regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

12.2. 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), DIR REGISTRATION NUMBER** 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.

12.3. 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.

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

14. AWARD:

14.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

- 14.2.** 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.
- 14.3.** 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
- 19.1.** 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.
- 19.2.** 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.

- 19.3.** 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.
- 19.4.** 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.
- 19.5.** 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**.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3.** 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.
- 20.4.** 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.
- 20.5.** 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.
- 20.6.** 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.
- 20.7.** 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.

20.8. 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.

21. BID RESULTS:

21.1. 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.

21.2. 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.

22. THE CONTRACT:

22.1. 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.

22.2. 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.

22.3. 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.

22.4. 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.

- 22.5.** 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 by 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.
- 23. 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.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** 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.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

- 25.1.** 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**.

- 25.2.** 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:

L.C. Paving & Sealing, Inc., a corporation, as principal, and Argonaut Insurance Company *, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Eight Hundred Twenty Thousand Five Hundred Ninety-Four Dollars and Zero Cents (\$820,594.00) for the faithful performance of the annexed contract, and in the sum of Eight Hundred Twenty Thousand Five Hundred Ninety-Four Dollars and Zero Cents (\$820,594.00) 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.

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

* c/o CMGIA - 20335 Ventura Blvd., Ste. 426, Woodland Hills, CA 91364

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

Dated August 19, 2019

Approved as to Form

LC Paving & Sealing, Inc.

Principal

By 

Jose Salinas, President

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By 

Deputy City Attorney

Argonaut Insurance Company

Surety

By 

Stephanie Hope Shear Attorney-in-fact

Approved:

c/o CMGIA - 20335 Ventura Blvd., Ste. 426

Local Address of Surety

By 

Stephen Samara
Principal Contract Specialist
Public Works Department

Woodland Hills, CA 91364

Local Address (City, State) of Surety

(866)363-2642

Local Telephone No. of Surety

Premium \$11,706.00

Bond No. CMGP0002528

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)

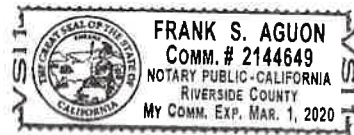
On August 20, 2019 before me, Frank Aguon, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by: 

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.





(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 19th day of August, 2019.





James Bluzard, Vice President-Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of LOS ANGELES)

On AUG 19 2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared STEPHANIE HOPE SHEAR
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 [Signature]
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:** Work will involve furnishing all labor, materials, equipment, services and construction, including but not limited to demolishing, hauling and disposal of the existing asphalt and concrete, removal and replacement of damaged sidewalk including root removal where applicable, curb and gutter, PCC Residential Driveways, cross gutter removal and replacement, installation of curb ramps to meet ADA standards, installation and replacement of curb outlet – Type A, excavation of unsuitable base materials and asphalt pavement, tree trimming, tree root relocation, tree root pruning, stump removal, installment of root barriers, tree removal and replacement, storm drain inlet protection, traffic control drawings and permits.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids, **Appendix E, Location Map** and **Appendix F, Location List** inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

Refer to Appendix E – Location Map

Refer to Appendix F – Location List
3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the plant establishment period (PEP), shall be **180 Working Days**.

ATTACHMENT B
RESERVED

ATTACHMENT C

RESERVED

ATTACHMENT D
PREVAILING WAGES

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. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

- 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.** Contractor and their subcontractors shall also 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 contractors 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 Prevailing Wage Unit at 858-627-3200.

- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 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.
- 1.9.2.** 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 for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

1.12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

1.12.1. Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

1.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

1.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

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").
2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Contracts.

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **7:30 AM to 3:30 PM** (Weekend Work and Night Work Possible at no additional cost to the City)

SECTION 2 - SCOPE AND CONTROL OF WORK

- 2-3.2 Self Performance.** To the "GREENBOOK", 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 **AND** 50% of any alternates.

ADD:

- 2-5.3.7 Contractor's Quality Control Plan (QCP).**

1. You shall establish, implement, and maintain an effective Quality Control Plan (QCP) to perform quality control inspection and testing for all items of paving Work required by the Contract Documents, including those performed by subcontractors and material suppliers.
2. The QCP shall ensure conformance to applicable specification and plan requirements with respect to materials, workmanship, construction, finish, and functional performance.
3. The QCP shall detail the methods and procedures that will be taken to ensure that all materials and construction required for street pavement restoration will conform to the Contract Documents, and to ensure that information included will be recorded in Daily Quality Control (QC) Inspection Reports for the Engineer's verification and approval.

4. You shall establish a level of control that will:
 - a) Provide for the production and delivery of acceptable quality materials.
 - b) Provide documentation that construction meets Contract requirements.
5. During the pre-construction meeting, you shall be prepared to discuss and present details of your QCP. You shall not begin any production of materials or construction of surface preparation, pavement restoration, and other related work until your QCP has been reviewed and approved by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the QCP has been approved.
6. The quality control requirements contained in this section and elsewhere in the Contract Documents are in addition to and separate from the acceptance testing requirements discussed elsewhere in the contract specifications.

2-5.3.7.1 QCP Submittal.

1. Submit the QCP in a written document to the Engineer at the pre-construction meeting. The QCP shall be reviewed and approved by the Engineer prior to the start of any material delivery or paving work.
2. The QCP shall be organized to address, at a minimum, the following items:
 - a) Quality Control Administrator
 - b) Surface preparation and paving schedule.
 - c) Inspection and documentation requirements (Daily Quality Control Inspection Report).
 - d) Material quality control testing plan.
 - e) Documentation of quality control activities.
 - f) Procedures for corrective action when quality control and/or acceptance criteria are not met.
3. You are encouraged to add any additional elements to the QCP as deemed necessary to adequately control all production and construction processes required by Contract Documents.

2-5.3.7.2 QCP Administrator.

1. You shall designate a QCP Administrator to implement the QCP.
 - a) The QCP Administrator shall be your full-time employee or your consultant. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the QCP to ensure compliance with the Contract Documents.

- b) The QCP Administrator shall ensure that the following functions are performed and documented:
 - i. Inspection of all materials, construction, plant, and equipment for conformance to the specifications.
 - ii. Performance of all quality control tests as required by the Contract Documents.
 - iii. Performance of density tests for the Engineer when required.

2-5.3.7.3 Inspection Requirements.

- 1. Quality control inspection functions shall be organized to provide inspections for all definable features of Work. You shall document all inspections.
- 2. Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of Work. These shall include the following minimum requirement:
 - a) During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship meets the requirements of the contract. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the specifications and are within the plan dimensions, lines, grades, and tolerances specified. The QCP shall document how these and other quality control functions will be accomplished and utilized.

2-5.3.7.4 Documentation.

- 1. You shall maintain current quality control records of all inspections performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.
- 2. These records shall cover both conforming and defective or deficient features, and shall include a statement that all supplies and materials incorporated in the Work are in full compliance with the terms of the Contract. Legible copies of these records for the entire week of paving work shall be furnished to the Engineer after 2 Working Days. The records shall cover all Work placed subsequent to the previously furnished records and shall be verified and signed by the QCP Administrator.
- 3. Specific QCP records required for the Contract shall include, but are not necessarily limited to, the following records:
 - a) **Daily Quality Control (QC) Inspection Reports.** The QCP Administrator shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These daily QC

inspection reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following items:

- i. Date and location/s of paving work performed.
- ii. Asphalt mix specifications and supplier.
- iii. Dig out locations.
- iv. Tack coat application rate for each location.
- v. Asphalt temperature at placement for each location.
- vi. Asphalt depth for each location.
- vii. Compaction test results for each location.
- viii. Documentation that the following have been verified to be in compliance:
 - Proper storage of materials and equipment.
 - Proper operation of all equipment.
 - Adherence to plans and technical specifications.
 - Review of quality control tests.
 - Safety inspection.
- ix. Location and nature of defects with remedial and corrective actions.
- x. Presence of City Laboratory representative.
- xi. Deviations from QCP.
- xii. Signature of QCP Administrator.

The daily QC inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

- b) The daily QC inspection reports shall be signed by the QCP Administrator. The Engineer shall be provided at least 1 copy of each daily QC inspection report for the entire week 2 Working Days following the end of the week.
- c) See **Appendix J** for a sample of the daily QC inspection report. An updated version of this sample report will be provided at the pre-construction meeting.

2-5.3.7.5 Corrective Action Requirements.

1. The QCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control.

2. The requirements for corrective action shall include both general requirements for operation of the QCP as a whole and for individual items of Work contained in the specifications.
3. The QCP shall detail how the results of quality control inspections will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

2-5.3.7.6 Noncompliance.

1. The Engineer will notify you of any noncompliance with any of the foregoing requirements. You shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer to you, shall be considered sufficient notice.
2. In cases where quality control activities do not comply with either the QCP or the contract provisions, or where you fail to properly operate and maintain an effective QCP, as determined by the Engineer, the Engineer may:
 - a) Require replacement of ineffective or unqualified QCP personnel or subcontractors.
 - b) Stop operations until appropriate corrective actions are taken.

2-5.3.7.7 Payment.

1. The payment for preparation, submittal, implementation and maintenance of the Quality Control Plan in accordance with the Contract Documents shall be included in the Contract Price.

2-9.1 Permanent Survey Markers. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS (or the private owner for Permit Work) shall perform the following:
 - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
 - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
 - c) File a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

ADD:

2-10 **AUTHORITY OF THE BOARD AND THE ENGINEER.** To the "GREENBOOK", Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; requests for information (RFI), and interpretation of the Plans, Specifications, or other Contract Documents. This shall be precedent to any payment under the Contract. The Engineer shall be the single point of contact and shall be included in all communications.

2-14.3 **Coordination.** To the "WHITEBOOK", ADD the following:

1. Other adjacent City projects may be scheduled for construction at the same time within the vicinity of this contract. Coordination shall be done by the contractor to avoid construction conflict with adjacent City projects.

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

SECTION 3 – CHANGES IN WORK

3-3.2.3 **Markup.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Work paid under Allowance Bid items for permits, governmental fees, or direct payments specified in the Contract Documents shall not be subject to any markups.
2. The allowance for overhead and profit shall not exceed the values listed in the table below:

Component	Overhead	Profit
Labor	10%	10%
Material	10%	5%
Equipment	10%	5%

3. Markups for materials shall be applied to the actual cost of the material before applying the sales tax.

4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
 - a) Regardless of the number of Subcontractor tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost.
 - b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
 - c) You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
 - d) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

3-5.1 **Claims.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 **Claims.**

1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.
2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 **Initiation of Claim.**

1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.

2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
 - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.4 City's Final Determination.

1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.5 Mandatory Assistance.

1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall

agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:

- a) Providing professional consultations.
- b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.5.1 Compensation for Mandatory Assistance.

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.5, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

3-5.2.3 Selection of Mediator. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3 Forum of Litigation. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

3-5.4 Pre-judgment Interest.

1. The parties stipulate that if a judgment is entered against a party for breaching this Contract, the pre-judgment interest shall be two percent (2%) per annum.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.6 Preapproved Materials. To the "WHITEBOOK", 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 "WHITEBOOK", 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

5-1.1 General. To the "WHITEBOOK", ADD the following:

9. **90 Calendar Days** prior to any paving work, you shall notify the utility owner to provide them adequate time to adjust their utility box frame and cover to finish grade.

5-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", item 5, 9, 20, and 22, DELETE in its entirety and SUBSTITUTE with the following:

5. Monthly progress payments are contingent upon the submittal of an updated Schedule and cash flow forecast as discussed in item 22 of 6-1.1, "Construction

Schedule” to the Engineer. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer’s opinion, your failure or refusal to provide the required Schedule and cash flow forecast information precludes a proper evaluation of your ability to complete the Project within the Contract Time and amount.

9. Inclusive to the Contract Time, include 15 Working Days to the Schedule for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.
20. The **90 Calendar Days** for the Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.
22. With every pay request, submit the following:
 - a) An updated cash flow forecast showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - b) A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown. Your invoice amounts shall be supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly. See “Cash Flow Curve Fitting Example” at the location below:

<https://www.sandiego.gov/publicworks/edocref>

6-1.6 Excusable Delays. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. If a delay in the Work occurs and affects Work activities, delays may either be Excusable Compensable Delays or Excusable Non-Compensable Delays.

ADD:

6-1.6.1 Excusable Compensable Delays.

1. If an Excusable Delay meets the requirements of 6-6.2, “Extensions of Time”, then the City shall compensate for the following circumstances:
 - a) The City’s failure or inability to make available any portion of the entire Site in accordance with the requirements of the Schedule.

- b) The City's failure or inability to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority, or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to your fault or neglect as determined by the Engineer.
- c) Delays resulting from the acts or omissions of Separate Contractors, except to the extent Separate Contractors perform their work properly and in accordance with the Schedule.
- d) Differing or concealed site conditions that could not reasonably have been anticipated at the time of Bid.
- e) Delays resulting from the existence or discovery of hazardous materials or waste on the Site not brought in by you and not included in the Contract.
- f) Delays resulting from any changes made to any City of San Diego Municipal Code after the date of execution of the Contract.
- g) Delays due to the City's acts or omissions and those within the City's control.
- h) Delays requested by the City.

ADD:

6-1.6.2 Excusable Non-Compensable Delays.

- 1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-6.2, "Extensions of Time" for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) Delays caused by changes to County, State, or Federal law.

6-2.1 Moratoriums. To the "WHITEBOOK", ADD the following:

- 1. Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:
 - a) Summer Beach Moratorium near beach areas from Memorial Day to Labor Day.
 - b) Holiday Moratorium near shopping areas from Thanksgiving Day to New Year's Day.

ADD:

6-3.2.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Sidewalk Replacement Group 1604**, as referenced in the Contract Appendix. 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.

6-6.2 Extensions of Time. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall immediately submit to the City a written request for a Change Order to modify the Contract Time, but in no event later than 1 Working Day after the occurrence and discovery of the events giving rise to the request. You shall include in your request a general description of the basis for and the estimated length of any extension and submit supporting data.
3. The Engineer shall not grant an extension of Contract Time unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project's critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence.
4. The Engineer shall issue a weekly document that shall stipulate the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within 15 Days after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 3-5.1, "Claims".

6-6.4 Written Notice and Report. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to file with the Engineer a written request and report of cause within 24 hours will be considered grounds for refusal by the City to consider such request.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 **INSURANCE.** To the "GREENBOOK", 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 NOT USED. To the "GREENBOOK", 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.

ADD:

7-6 THE CONTRACTORS REPRESENTATIVE. To the "GREENBOOK", ADD the following:

1. Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.

7-8.6 Water Pollution Control. To the "WHITEBOOK", ADD the following:

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

7-13.4 Contractor Standards and Pledge of Compliance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract is subject to City's Municipal Code §22.3004 as amended 10/29/13 by ordinance O-20316.
2. You shall complete a Pledge of Compliance attesting under penalty of perjury that you complied with the requirements of this section.
3. You shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.
4. You shall require in each subcontract that the Subcontractor shall abide by the provisions of the City's Municipal Code §22.3004. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3004. The Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

ADD:

7-13.8 Equal Pay Ordinance.

1. You shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) in section 22.4801 through 22.4809, unless

compliance is not required based on an exception listed in SDMC section 22.4804.

2. You shall require all of your Subcontractors to certify compliance with the EPO in their written subcontracts.
3. You shall post a notice informing your employees of their rights under the EPO in the workplace or job site.
4. By signing this Contract with the City of San Diego, you acknowledge the EPO requirements and pledge ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

7-20 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", ADD the following:

2. Virtual Project Manager shall be used on this Contract.

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

3. 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 9 - MEASUREMENT AND PAYMENT

9-3.7 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK" ADD the following:

1. This Contract is not subject to the provisions of the "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

SECTION 300 – EARTHWORK

300-1.3.2 Requirements. To the "WHITEBOOK", Item 4, "Tree Removal", Paragraph c), DELETE the last sentence in its entirety and SUBSTITUTE with the following:

The topsoil shall be Class A.

300-1.4 Payment. To the "WHITEBOOK", Item 7, DELETE in its entirety and SUBSTITUTE with the following:

7. The payment for the removal of trees will be by Contract Bid Unit price for **"Small Tree Removal & Disposal (<24-inch trunk diameter)"** or **"Large Tree**

Removal & Disposal (> or =24-inch trunk diameter)” depending on the size of the tree trunk. Cutting, excavation, disposal, backfill, and placement of topsoil as defined in 300-1.3.2 shall be included in the unit bid price.

The payment for the removal and disposal of tree stump shall be included in the Bid item for **“Stump Removal”**. Cutting, excavation, disposal, backfill, and placement of topsoil as defined in 300-1.3.2 shall be included in the unit bid price.

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

301-1.2 Preparation of Subgrade. To the “WHITEBOOK”, Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Subgrade soil shall be tested for expansive potential in accordance with ASTM Test Method D4829. If expansive and/or unsuitable soil is encountered within the sidewalk improvements which could extend beyond the limits of curb and gutter, roadways or edge of pavement, then expansive soil subgrade shall be removed and replaced with a Class 2 Aggregate Base or non-expansive soil having an expansion index of less than 20 (ASTM D4829) at no cost to the City. The depth of subgrade removal shall be based on the Expansive Index of the native soil in accordance with the following table:

Expansive Index of Native Subgrade Soil	Minimum Depth of Subgrade to be Removed and Replaced (in inches)
0-50	None
51-90	18 (450 mm)
91-130	24 (600 mm)
Above 130	36 (900 mm)

301-2.4 Measurement and Payment. To the “GREENBOOK”, ADD the following:

Payment for Class 2 Aggregate Base material installed shall be made at the Contract Unit Price for **“Class 2 Aggregate Base”** per ton of Class 2 base material placed and includes all necessary works such as all transportation cost to deliver material to and from the job site, placement and compaction.

SECTION 302 – ROADWAY SURFACING

302-3.2 Payment. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The Bid item for **“Asphalt Pavement Repair”** in Ton shall include the following:
 - a) Preparatory repair asphalt Work for each ton placed including milling, grinding, hauling, disposal or saw cutting of existing pavement, tree

roots removal, tack coating, compaction, and all other necessary work related to asphalt pavement installation.

- b) Asphalt pavement repair Work, including both mill and pave and base repair dig-outs. No additional payment shall be made for areas of over excavation as determined by the Engineer.
 - c) Miscellaneous asphalt patching and tack coat. No additional payment shall be made regardless of the number and location of patches.
 - d) Slot patches shall be installed no less than 30 days after initial pavement placement.
2. The Payment for asphalt concrete Work related to removing and replacing existing curb and gutter shall be included in the Bid Item for **"Remove and Replace Curb and Gutter"**.
 3. The Payment for asphalt concrete Work related to removing and replacing existing curb shall be included in the Bid Item for **"Remove and Replace Curb only"**.
 4. Unless specified as a separate Bid item, the payment for preparatory Work shall be included in the associated Bid item for which preparatory Work is performed.
 5. No payment shall be made if soil is deemed expansive and/or unsuitable within top 12" of subgrade excavation. The payment for preparing a subgrade will be considered as included in the item of Work for which the subgrade is prepared. The depth of subgrade removal and replacement shall be performed in accordance with 301-1.2. Tree roots, organic material, and other listed items in trench backfill material shall be removed in accordance with Greenbook 217-2.1 at contractor's expense.
 6. No payment shall be made for areas of over-excavation or outside of scope of work unless previously approved by the Engineer.
 7. The payment for **"Class 2 Aggregate Base"** placed and compacted below top 12-inch of subgrade during the preparatory repair works shall be paid per ton in accordance with 301-2.4.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-1.11 Payment. To the "Greenbook", ADD the following:

The Payment for demolition and removal, and installation of a Curb Outlet – Type A per San Diego Regional Standard Drawing D-25 shall be made at the Contract Unit Bid Price for **"Curb Outlet – Type A"**.

The Payment for demolition and removal, and installation of a Sidewalk Underdrain Pipe per San Diego Regional Standard Drawing D-27 shall be made at the Contract Unit Bid Price for "**Sidewalk Underdrain Pipe**".

303-5.9 Measurement and Payment. To the "WHITEBOOK", ADD the following:

7. The payment for the replacement of existing sidewalks shall be included in the square foot Bid item for "**Remove and Replace Existing Sidewalk**" for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment for sidewalk replacement shall be made when the damage is due to the Contractor's failure to protect existing improvements. Replaced sidewalk shall match existing scoring pattern for the sidewalk and payment for matching the scoring pattern shall be included in the Bid Item "**Remove and Replace Existing Sidewalk**".
8. The payment for the removal and replacement of curb and gutter shall be included in the linear foot Bid item for "**Remove and Replace Curb and Gutter**".
9. The payment for the removal and replacement of curb shall be included in the linear foot Bid item for "**Remove and Replace Curb only**".
10. No payment shall be made if soil is deemed expansive and/or unsuitable within top 12-inch of subgrade excavation. The payment for preparing a subgrade will be considered as included in the item of Work for which the subgrade is prepared. The depth of subgrade removal and replacement shall be performed in accordance with 301-1.2. Tree roots, organic material, and other listed items in trench backfill material shall be removed in accordance with Greenbook 217-2.1 at contractor's expense.
11. No payment shall be made for areas of over-excavation or outside of scope of work unless previously approved by the Engineer.
12. The payment for "**Class 2 Aggregate Base**" placed and compacted below top 12-inch of subgrade during the preparatory repair works shall be paid per ton in accordance with 301-2.4.

303-5.10.1 Installation. To the "WHITEBOOK", ADD the following:

8. "**PCC Curb Ramp - Large**" refer to Curb Ramps built in accordance to the Standard Drawings for all types and cases, except for the Type D curb ramps. "**PCC Curb Ramp - Small**" refers to the Type D curb ramps.

303-5.10.2 Payment. To the "WHITEBOOK", Item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Payment for the demolition, removal, and construction of concrete ADA compliant curb access ramps shall be made at the Contract Bid Unit Price of "**PCC Curb Ramp - Large**" or "**PCC Curb Ramp - Small**" for each ramp installed.

303-7.5 Measurement and Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for colored concrete panels shall be included in the Bid item for "**Remove and Replace Existing Sidewalk**".

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-5 PAYMENT. To the "WHITEBOOK", REVISE section "**304-5**" to "**304-6**".

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-15.8 Pipeline Appurtenances. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Payment for removal and replacement of meter assembly shall be included in the bid item for "**Utility Box w/ Cover**". Payment for the meter, unless otherwise furnished by the City, concrete pads, appurtenant piping and couplings, meter boxes or vaults, and meter box lids shall be included in this Bid Item.

SECTION 600 - ACCESS

ADD:

600-1 GENERAL. To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. If the City's crews are unable to provide the citizens with the mandated services due to your failure to comply with these specifications, you shall collect trash, recyclables, and yard waste on the City's schedule and deliver to the City's designated locations. If you fail to perform this Work, you shall incur additional costs for the City to reschedule pick up of an area.

SECTION 801 – INSTALLATION

801-4.1 General. To the "WHITEBOOK", Item 1 and Item 2, DELETE in their entirety and SUBSTITUTE with the following:

1. Quantities, locations, and type of plant materials – trees to be planted shall be as specified in the Contract Documents and Location List (see **Appendix F**). Minimum required sizes shall be:

1. Minimum Size Required Canopy Shade Tree = 24" Box

2. Minimum Size Non-Required Canopy Shade Tree = #15 (15 Gallon) Container.
3. Minimum Size Palm Species = 10' BTH (14' BTH at Bus Stop or Red Curb)

If a tree is recommended for root pruning by Street Division Horticulturist and/or City Urban Forester and after the soil excavation, if it is not possible to save the existing tree, Street Division Horticulturist and/or City Urban Forester will determine within 48 hours whether tree may be removed or must be retained with appropriate root pruning. The contract arborist may provide recommendations.

The Engineer shall determine, based on a recommendation from the City of San Diego Horticulturist, the type of the tree to be planted.

2. All plants shall be reviewed and approved by the Engineer prior to planting, including plants previously approved at the nursery. Contractor shall be responsible for the condition of all plants planted until the final acceptance by the Engineer.

801-7 MAINTENANCE OF EXISTING TREES

801-7.2 Root Pruning for Re-configured Sidewalk. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. At locations where the width of the sidewalk will be reduced or moved over to enlarge the tree well, arrange for root pruning after the existing sidewalk has been demolished and removed and prior to installation of new sidewalk. Coordinate the scheduling of root pruning within 1 week of the start of the concrete repair work. Roots shall be cut in accordance with Contract Documents and Location List (see **Appendix F**) and City of San Diego Standard Drawing SDL-106 at the new line established by the Engineer based upon a report from a Certified Arborist.

The Work includes cutting all roots necessary for satisfactory forming for the reconfigured sidewalk to a depth of 12 inches, 21 inches on curb side, along the edge of the new sidewalk or curb for a distance of 10 feet in each direction from the trunk. If the walk will not be replaced, roots shall be cut in straight lines parallel to the sidewalk or curb. The root cut shall not be more than 3 inches from edge of existing walk or curb for a length of 10 feet in each direction from the trunk.

2. Roots more than 2 inches in diameter shall be preapproved for removal by the Engineer based upon a report from a certified arborist. Roots shall be cut at the nearest node to encourage roots to grow away from the sidewalk. Root cutting shall not impact the trunk flare. Roots shall be cleanly cut a minimum of 6 inches away from the new sidewalk edge. Install the root barriers as it is specified in the Contract Documents and Location List (see **Appendix F**), Section 801-7.6, and current City of San Diego Standard Drawings. Backfill excavated areas with Class A topsoil or decomposed granite as directed by the

Engineer to existing grade and compact sufficiently to not settle when walked upon.

3. In order to protect existing trees, surface roots in the parkway area or planter strip shall not be damaged or removed outside of the pruning area and no construction equipment or supplies including soils shall be placed in or upon this area.
4. For sidewalk and curb repairs, root mitigation techniques can take place up to the base of the root flare of the tree, if needed, under the determination that health and structure of the tree will not be compromised. The City of San Diego arborists can work with the contracting arborist to make that determination, if needed. All tree work involving roots greater than 2-inches in diameter must be supervised by a certified arborist.
5. A certified arborist will be required on site during Root Pruning, at locations that will be specified in the Contract Documents and Location List (see **Appendix F**), or by the Engineer, and will be the responsibility of the Contractor to provide a certified arborist at these locations to monitor the Root Pruning of trees.
6. If a tree is recommended for root pruning by Street Division Horticulturist and/or City Urban Forester and after the soil excavation, if it is not possible to save the existing tree, Street Division Horticulturist and/or City Urban Forester will determine within 48 hours whether tree may be removed or must be retained with appropriate root pruning. The contract arborist may provide recommendations.

801-7.3 Root Pruning for Sidewalk Replacement. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Root pruning shall occur after the existing sidewalk has been demolished and removed and prior to installation of the new sidewalk. Coordinate the scheduling of the root pruning within 1 week of the start of the concrete repair work. The Work includes cutting all roots necessary for satisfactory forming for replacement sidewalk to have a depth of 12 inches, 21 inches on the curb side, along the edge of the new sidewalk or curb for a distance of 10 feet in each direction from the trunk. If the sidewalk will not be replaced, roots shall be cut in straight lines parallel to the walk or the curb. The root cut shall not be more than 3 inches from edge of existing walk or curb for a length of 10 feet in each direction from the trunk.
2. Roots more than 2 inches in diameter shall be preapproved for removal by the Engineer based upon a report from a certified arborist. Roots shall be cut at the nearest node to encourage roots to grow away from the sidewalk. Root cutting shall not impact the trunk flare. Roots shall be cleanly cut a minimum of 6 inches away from the new sidewalk edge. Install the root barriers as it is specified in the Contract Documents and Location List (see **Appendix F**),

Section 801-7.6, and current City of San Diego Standard Drawings. Backfill excavated areas with Class A topsoil or decomposed granite as directed by the Engineer to existing grade and compact sufficiently to not settle when walked upon.

3. In order to protect existing trees, surface roots in the parkway area or planter strip shall not be damaged or removed outside of the pruning area and no construction equipment or supplies including spoils shall be placed in or upon this area.
4. For sidewalk and curb repairs, root mitigation techniques can take place up to the base of the root flare of the tree, if needed, under the determination that health and structure of the tree will not be compromised. The City of San Diego arborists can work with the contracting arborist to make that determination, if needed. All tree work involving roots greater than 2-inches in diameter must be supervised by a certified arborist.
5. A certified arborist will be required on site during Root Pruning, at locations that will be specified in the Contract Documents and Location List (see **Appendix F**), or by the Engineer, and will be the responsibility of the Contractor to provide a certified arborist at these locations to monitor the Root Pruning of trees.
6. If a tree is recommended for root pruning by Street Division Horticulturist and/or City Urban Forester and after the soil excavation, if it is not possible to save the existing tree, Street Division Horticulturist and/or City Urban Forester will determine within 48 hours whether tree may be removed or must be retained with appropriate root pruning. The contract arborist may provide recommendations.

801-7.4 Root Pruning on Curb Side. To the "WHITEBOOK", DELETE in its entirety and substitute with the following:

1. Prune the tree roots in accordance with the Contract Documents and City of San Diego Standard Drawings. The Contractor shall coordinate the schedule of the root prune work within 1 week of the concrete repair work. Roots shall be cut following the removal of the existing curb and prior to the installation of the new curb when practical.

The Work includes cutting all roots necessary for satisfactory forming for replaced curb to a depth of 21 inches on the curb side, along the edge of the new sidewalk or curb for a distance of 10 feet in each direction from the trunk. If the walk will not be replaced, roots shall be cut in straight lines parallel to the sidewalk or curb. The root cut shall not be more than 3 inches from edge of existing sidewalk or curb for a length of 10 feet in each direction from the trunk.

2. Roots more than 2 inches in diameter shall be preapproved for removal by the Engineer based upon a report from a certified arborist. Roots shall be cut at the nearest node to encourage roots to grow away from the sidewalk. Root cutting shall not impact the trunk flare. Roots shall be cleanly cut a minimum of 6 inches away from the new sidewalk edge. Install the root barriers as it is specified in the Contract Documents and Location List (see **Appendix F**), Section 801-7.6, and current City of San Diego Standard Drawings. Backfill excavated areas with Class A topsoil or decomposed granite as directed by the Engineer to existing grade and compact sufficiently to not settle when walked upon.
3. In order to protect existing trees, surface roots in the parkway area or planter strip shall not be damaged or removed outside of the pruning area and no construction equipment or supplies including spoils shall be placed in or upon this area.
4. For sidewalk and curb repairs, root mitigation techniques can take place up to the base of the root flare of the tree, if needed, under the determination that health and structure of the tree will not be compromised. The City of San Diego arborists can work with the contracting arborist to make that determination, if needed. All tree work involving roots greater than 2-inches in diameter must be supervised by a certified arborist.
5. A certified arborist will be required on site during Root Pruning, at locations that will be specified in the Contract Documents and Location List (see **Appendix F**), or by the Engineer, and will be the responsibility of the Contractor to provide a certified arborist at these locations to monitor the Root Pruning of trees.
6. If a tree is recommended for root pruning by Street Division Horticulturist and/or City Urban Forester and after the soil excavation, if it is not possible to save the existing tree, Street Division Horticulturist and/or City Urban Forester will determine within 48 hours whether tree may be removed or must be retained with appropriate root pruning. The contract arborist may provide recommendations.

801-8 MEASUREMENT. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Tree planting shall be measured for each tree planted.
2. Tree maintenance Work shall be measured by each Tree Root Pruning and Barrier installed for each tree.

801-9 PAYMENT. To the "WHITEBOOK", Item 1 and Item 2, DELETE in their entirety and SUBSTITUTE with the following:

1. Payment for Tree Planting related material and work including excavation, weed removal, preparation, backfilling, topsoil, maintenance, plant establishment, protection, and other specified in the Contract Documents

shall be included under **“Tree Planting (15 Gallon)”** Bid Item for each tree planted.

If the additional tree needs to be planted/replaced after the determination of the Engineer as specified in 801-4.1, payment for tree planting will be made the Contract Bid Unit price for **“Tree Planting (15 Gallon)”** and payment for the removal of trees will be by Contract Bid Unit Price, see section 300-1.4.

2. Payment for the Tree Root Pruning and Barrier material and work, including the certified arborist evaluation, excavation, weed removal, preparation, installment of the root barriers, root pruning, trimming, crown reduction, backfilling, topsoil, and other specified in the Contract Documents, Location List (see **Appendix F**) and section 801-7 shall be included under **“Tree Root Pruning & Barrier Installed”** Bid Item for each tree.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

- 4.1 **Nondiscrimination in Contracting Ordinance.** To the “WHITEBOOK”, 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: 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
9485 AERO DRIVE, MS 413
SAN DIEGO, CA 92123

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

PROJECT NO.: N/A

PROJECT TITLE: Sidewalk Replacement Group 1604

PROJECT LOCATION-SPECIFIC: Barrio Logan, Carmel Valley, City Heights, College Area, Downtown, Eastern Area, Encanto Neighborhoods, Greater Golden Hill, Kensington-Talmadge, La Jolla, Normal Heights, North Park, Ocean Beach, Otay Mesa, Otay Mesa-Nestor, Peninsula, Skyline-Paradise Hills, Southeastern San Diego, Torrey Highlands, Torrey Pines, University, and Uptown. Within Council Districts 1, 2, 3, 4, 5, 8, and 9.

PROJECT LOCATION- SEE ATTACHMENT A "LOCATION LIST" FOR SPECIFIC LOCATIONS.

DESCRIPTION OF PROJECT: The project involves furnishing all labor, materials, equipment, services and construction for the removal, replacement and repair of tree related and non-tree related damaged sidewalks, curbs and gutters, curb ramps and driveways; excavation of unsuitable base materials and asphalt pavement; as well as required tree services to mitigate the impact of trees on streets, sidewalks, and surface drainage. The project will involve the conversion and/or installation of curb ramps to meet ADA requirements, storm drain inlet protection and sediment control. All work would occur within the public right-of-way in previously disturbed and non-sensitive areas only. Storm Water Best Management Practices (BMPs) for erosion control preventing discharge, 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: City of San Diego, Transportation & Storm Water - Street Division; Contact: Endalk Tadesse, Assistant Engineer - Civil; 2781 Caminito Chollas, San Diego, CA 92105, (619) 527-8009.

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (_____)
 DECLARED EMERGENCY [SEC. 15269 (A)]
 EMERGENCY PROJECT [SEC. 15269 (B) AND (C)]
 CATEGORICAL EXEMPTION: SECTION 15301(C) (EXISTING FACILITIES); SECTION 15303(D) (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES)
 OTHER:

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

pursuant to State CEQA Guidelines Section 15301(c) (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures or facilities involving negligible or no expansion of use including existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; Section 15303(d) (New Construction or Conversion of Small Structures) which allows for the construction and conversion of existing small structures including street improvements such as the installation of ADA curb ramps; and where the exceptions to the exemptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; and no historical resources would be affected by the action.

As to the exception for hazardous materials, there are locations listed on GeoTracker and EnviroStor within 1,000 feet of the public right-of-way. While these locations are listed, there are no open environmental cases of known hazardous material contamination that would be disturbed which would otherwise preclude use of a CEQA exemption pursuant to Section 65962.5 of the Government Code.

CONTACT PERSON: Rebecca Malone, Senior Planner

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

Rebecca Malone SENIOR PLANNER
SIGNATURE/TITLE

JUNE 21, 2018
DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
- SIGNED BY APPLICANT

DATE RECEIVED FOR FILING:

ATTACHMENT A: LOCATION LIST

Item	Location	Council District	Community Planning Area
1	8326 Auburn Ridge Wy	5	Torrey Highlands
2	13103 Sienna Ct	5	Torrey Highlands
3	13372 Mango Dr on Boca Raton	1	Torrey Pines
4	13378 Mango Dr on Boca Raton	1	Torrey Pines
5	13371 Mango Dr on Boca Raton	1	Torrey Pines
6	Lower Ridge Rd, 90' E/O Maritime Pl	1	Carmel Valley
7	4965 Manor Ridge Ln	1	Carmel Valley
8	5629 Willowmere Ln	1	Carmel Valley
9	7166 La Jolla Scenic Dr	1	La Jolla
10	Nwc Pearl St and Fay St	1	La Jolla
11	5643 Bloch St	1	University
12	7934 Cargill Ave	1	University
13	A/F 7934 Cargill Av	1	University
14	6314 Mercer St	1	University
15	6783 Robbins Wy	1	University
16	4504 Pavlov Av	1	University
17	La Jolla Shores Dr and Inyaha Ln	1	La Jolla
18	8642 Nottingham Pl	1	La Jolla
19	Regents Rd between Nobel Dr and La Jolla Village Dr	1	La Jolla
20	4690 Del Monte Av	2	Ocean Beach
21	2101 Abbott St	2	Ocean Beach
22	1943 Sunset Cliffs Bl	2	Ocean Beach
23	A/F 2024 Sunset Cliffs Bl	2	Ocean Beach
24	1800 - 1849 Guizot Rd	2	Peninsula
25	2451 Poinsettia Dr	2	Peninsula
26	A/F 3747 Udall St	2	Peninsula
27	3769 Poe St	2	Peninsula
28	3776 Poe St	2	Peninsula
29	3789 La Cresta Dr	2	Peninsula
30	4776 Saratoga Av	2	Ocean Beach
31	3927 Bernice Dr	2	Peninsula
32	3804 Bernice Dr	2	Peninsula
33	2250 Froude St	2	Peninsula
34	4865 Voltaire St	2	Ocean Beach
35	2171 Sunset Cliffs Bl	2	Ocean Beach
36	Cable St and Newport Av Swc	2	Ocean Beach
37	5018 Narragansett Av	2	Ocean Beach
38	5019 Narragansett Av	2	Ocean Beach
39	2039 Ebers St	2	Ocean Beach
40	2035 Ebers St	2	Ocean Beach
41	A/F 2243 Abbott St	2	Ocean Beach
42	4835 Voltaire St	2	Ocean Beach
43	4741 Niagara Av	2	Ocean Beach
44	4844 Del Mar Av	2	Ocean Beach

ATTACHMENT A: LOCATION LIST

Item	Location	Council District	Community Planning Area
45	4618 Orchard Av	2	Ocean Beach
46	4285 Orchard Av on Venice St	2	Peninsula
47	4160 Voltaire St	2	Peninsula
48	4170 Voltaire St	2	Peninsula
49	4229 Niagara Av	2	Peninsula
50	Del Monte and Guizot	2	Peninsula
51	1002 Moana Dr on Hill St	2	Peninsula
52	3528 Quimby St	2	Peninsula
53	3843 Bernice Dr	2	Peninsula
54	3777 Poe St	2	Peninsula
55	740 Cordova St	2	Peninsula
56	4411 Coronado Av	2	Peninsula
57	1704 Redondo St	2	Peninsula
58	1742 Point Loma Wy	2	Peninsula
59	4120 West Point Loma Bl	2	Peninsula
60	4665 Granger St	2	Peninsula
61	3128 Carleton St	2	Peninsula
62	La Cresta Dr and Poe St	2	Peninsula
63	4285 Orchard Av on Venice St	2	Peninsula
64	1572 Sunset Cliffs	2	Ocean Beach
65	4155 West Point Loma Bl	2	Peninsula
66	3003 4th Av	3	Uptown
67	A/F 3701 India St	3	Uptown
68	650 and 655 Columbia St	3	Downtown
69	3825 Centre St	3	Uptown
70	218 S Francis St	9	Southeastern San Diego
71	4086 Goldfinch St	3	Uptown
72	1727 Dale St	3	Greater Golden Hill
73	3091 Elm St	3	Greater Golden Hill
74	2702 B St	3	Greater Golden Hill
75	Chalmers St and State St	3	Uptown
76	2613 B St	3	Greater Golden Hill
77	1136 20th St	3	Greater Golden Hill
78	14th St and Broadway	3	Downtown
79	1206 28th St	3	Greater Golden Hill
80	2804 Adams Av	3	North Park
81	3657 Alexia Pl	3	Normal Heights
82	3701 Adams Av	3	Normal Heights
83	4663 Felton St	3	Normal Heights
84	Sec 39th St and Adams Av	3	Normal Heights
85	2123 - 2135 Pine St	3	Uptown
86	1760 Fort Stockton Dr	3	Uptown
87	1621 W Lewis St	3	Uptown
88	1877 Altamira Pl	3	Uptown

ATTACHMENT A: LOCATION LIST

Item	Location	Council District	Community Planning Area
89	1618 Lewis St	3	Uptown
90	1770 W Lewis St	3	Uptown
91	4230 Arguello St	3	Uptown
92	3930 Portola Dr	3	Uptown
93	3070 2nd Av	3	Uptown
94	3612 - 3614 4th Av	3	Uptown
95	902 W University Av on Goldfinch	3	Uptown
96	3970 Goldfinch St	3	Uptown
97	733 Sutter St	3	Uptown
98	704 Sutter St	3	Uptown
99	3754 5th Av	3	Uptown
100	3661 Richmond St	3	Uptown
101	1532 Cypress Av	3	Uptown
102	333 W Ivy St	3	Uptown
103	1671 Kettner Bl	3	Downtown
104	444 W Beech St	3	Downtown
105	2273 5th Av	3	Uptown
106	440 Fir St	3	Uptown
107	4484 Maryland St	3	Uptown
108	4154 Vermont St	3	Uptown
109	Polk Av and Georgia St SWC	3	North Park
110	3916 Portola Pl	3	Uptown
111	3920 Idaho St	3	North Park
112	3994 Idaho St	3	North Park
113	1804 Washington Pl	3	Uptown
114	3770 Centre St	3	Uptown
115	3770 Utah St	3	North Park
116	3677 Nile St	3	North Park
117	1270 Myrtle Av	3	Uptown
118	3385 and 3393 Granada Av	3	North Park
119	3368 30th St	3	North Park
120	3212 Grim Av	3	North Park
121	2630 Front St	3	Uptown
122	2405 Union St	3	Uptown
123	2024 and 2026 Fern	3	Greater Golden Hill
124	2000 - 2099 5th Av	3	Uptown
125	1916 30th St	3	Greater Golden Hill
126	1914 Fern St	3	Greater Golden Hill
127	1930 1st Av	3	Uptown
128	1851 1st Av	3	Uptown
129	517 W Date St	3	Downtown
130	1610 and 1620 Granada Av	3	Greater Golden Hill
131	1638 Edgemont St	3	Greater Golden Hill
132	A/F 1654 Columbia St	3	Downtown

ATTACHMENT A: LOCATION LIST

Item	Location	Council District	Community Planning Area
133	3258 Beech St	3	Greater Golden Hill
134	India and W Beech St	3	Downtown
135	1552 6th Av	3	Downtown
136	920 Beech St	3	Downtown
137	1409 and 1429 30th St	3	Greater Golden Hill
138	303 A St	3	Downtown
139	330 A St	3	Downtown
140	1302 Grove St	3	Greater Golden Hill
141	600 W B St	3	Downtown
142	550 W B St	3	Downtown
143	1st Av and W B St NWC	3	Downtown
144	10th Av and B St	3	Downtown
145	Union St and C St Nwc	3	Downtown
146	1100 1st Av	3	Downtown
147	1450 Broadway	3	Downtown
148	825 W E St	3	Downtown
149	943 10th Av	3	Downtown
150	1200 E St	3	Downtown
151	13th St and E St NWC	3	Downtown
152	7th Ave and F St	3	Downtown
153	13th St and F St	3	Downtown
154	847 14th St	3	Downtown
155	1460 F St	3	Downtown
156	700 - 799 Front St	3	Downtown
157	730 13th St	3	Downtown
158	764 14th St on F St	3	Downtown
159	650 Columbia St	3	Downtown
160	516 10th Av	3	Downtown
161	100 - 499 1st Av	3	Downtown
162	4755 Wilson Av	3	Normal Heights
163	3531 El Cajon Bl	9	City Heights
164	1902 Howard Av on Georgia St	3	North Park
165	2221 Polk Av	3	North Park
166	2046 University Av	3	North Park
167	2042 University Av	3	North Park
168	2335 University Av	3	North Park
169	3560 7th Av	3	Uptown
170	3029 and 3055 Quince St	3	North Park
171	2145 Fern St	3	Greater Golden Hill
172	13th St and Broadway NWC	3	Downtown
173	815 16th St	3	Downtown
174	1800 Fort Stockton Dr on Hermosa	3	Uptown
175	4325 Texas St	3	North Park
176	3920 Normal St	3	Uptown

ATTACHMENT A: LOCATION LIST

Item	Location	Council District	Community Planning Area
177	Union St and F St	3	Downtown
178	4619 36th St	3	Normal Heights
179	4642 Utah	3	North Park
180	4718 Wightman St	9	City Heights
181	4186 Front St	3	Uptown
182	4116 Madison Av	9	Kensington-Talmadge
183	1353 Edgemont St	3	Greater Golden Hill
184	4733 Lucille Dr	9	Kensington-Talmadge
185	1530 Columbia St	3	Downtown
186	2921 El Cajon Bl	3	North Park
187	1800 - 1899 Fern St	3	Greater Golden Hill
188	4344 Oregon St	3	North Park
189	2719 Madison Av	3	North Park
190	715 Jacumba St	4	Skyline-Paradise Hills
191	996 Cardiff St	4	Skyline-Paradise Hills
192	821 Billow Dr	4	Skyline-Paradise Hills
193	4943 Hilltop Dr	4	Encanto Neighborhoods
194	924 44th St	4	Encanto Neighborhoods
195	5154 Imperial Av	4	Encanto Neighborhoods
196	5188 Imperial Av	4	Encanto Neighborhoods
197	5272 Naranja St	4	Encanto Neighborhoods
198	6956 Bullock Dr	4	Skyline-Paradise Hills
199	2404 54th St	4	Eastern Area
200	4955 A St	4	Eastern Area
201	65th St and Broadway	4	Encanto Neighborhoods
202	815 Hal St	4	Encanto Neighborhoods
203	802 Kelton Rd	4	Encanto Neighborhoods
204	7358 Gribble St	4	Skyline-Paradise Hills
205	7184 Danawoods Ct	4	Skyline-Paradise Hills
206	6110 Alderley St	4	Encanto Neighborhoods
207	588 Drew View Ln	4	Encanto Neighborhoods
208	220 Woodway Ct	4	Skyline-Paradise Hills
209	416 Deep Dell Rd	4	Skyline-Paradise Hills
210	6600 - 6799 Plaza Bl	4	Skyline-Paradise Hills
211	909 S 47th St	4	Encanto Neighborhoods
212	365 Sunswept St	4	Skyline-Paradise Hills
213	6211 Viewpoint Dr	4	Skyline-Paradise Hills
214	2411 Calle Graviota	4	Skyline-Paradise Hills
215	2814 Utica Dr	4	Skyline-Paradise Hills
216	6225 Rancho Hills Dr	4	Skyline-Paradise Hills
217	2629 Calle Serena	4	Skyline-Paradise Hills
218	6164 Rancho Hills Dr	4	Skyline-Paradise Hills
219	6202 Chadwick Av on Homedale	4	Skyline-Paradise Hills
220	Parkside Av and Garber Av	4	Skyline-Paradise Hills

ATTACHMENT A: LOCATION LIST

Item	Location	Council District	Community Planning Area
221	1269 Armacost Rd	4	Skyline-Paradise Hills
222	263 Ledgewood Ln	4	Skyline-Paradise Hills
223	407 O'meara St on Skyline Dr	4	Encanto Neighborhoods
224	2667 Ridge View Dr	9	City Heights
225	789 Gateway Center Wy	9	Southeastern San Diego
226	637 Quail St	9	Southeastern San Diego
227	4506 F St	4	Encanto Neighborhoods
228	4817 Baylor Dr	9	College Area
229	5292 Adams Av	9	College Area
230	4554 Alamo Dr	9	Eastern Area
231	4494 Rolando Bl	9	Eastern Area
232	6305 Stanley Av	9	Eastern Area
233	6545 El Cajon Bl	9	Eastern Area
234	5351 Saxon St	9	College Area
235	3032 Altadena Av	9	City Heights
236	3645 Aragon Dr	4	Eastern Area
237	4587 Alamo Dr	9	Eastern Area
238	1938 Irving Av	8	Southeastern San Diego
239	3120 Ocean View Bl	8	Southeastern San Diego
240	3104 Logan Av	8	Southeastern San Diego
241	3585 Chanute Dr	8	Otay Mesa-Nestor
242	5161 and 5237 Topside Ln	8	Otay Mesa
243	1516 Elder Av	8	Otay Mesa-Nestor
244	4824 Ebbtide Wy	8	Otay Mesa
245	1196 Surf Crest Dr	8	Otay Mesa
246	640 Vista San Javier	8	Otay Mesa
247	2660 Cactus Rd	8	Otay Mesa
248	9700 - 9834 Marconi Dr	8	Otay Mesa
249	470 22nd St on Island Av	8	Southeastern San Diego
250	2250 Imperial Av	8	Southeastern San Diego
251	303 19th St	8	Southeastern San Diego
252	2768 Market St	8	Southeastern San Diego
253	4862 Ebbtide Wy	8	Otay Mesa
254	5031 Surfside Dr	8	Otay Mesa
255	1900 L St	8	Southeastern San Diego
256	2589 Imperial Av	8	Southeastern San Diego
257	2849 L St	8	Southeastern San Diego
258	3000 - 3098 Boston Av	8	Barrio Logan
259	4907 Royal Island Wy	8	Otay Mesa
260	2281 Flower Av on Hollister St	8	Otay Mesa-Nestor
261	3623 Rosa Linda St	8	Otay Mesa-Nestor
262	1465 30th St	8	Otay Mesa-Nestor
263	3585 Chanute St	8	Otay Mesa-Nestor
264	1060 University Av	3	Uptown

ATTACHMENT A: LOCATION LIST

Item	Location	Council District	Community Planning Area
265	4515 Edgeware Rd	9	Kensington-Talmadge
266	4539 Edgeware Rd	9	Kensington-Talmadge
267	4650 Edgeware Rd	9	Kensington-Talmadge
268	3803 Chamoune Av	9	City Heights
269	3504 43rd St on Myrtle	9	City Heights
270	Af 3576 National Av	9	Southeastern San Diego
271	3872 Alpha St	9	Southeastern San Diego
272	3733 Acacia St	9	Southeastern San Diego
273	3812 Wilson Av	9	City Heights
274	5131 Dorman Dr	9	College Area
275	4145 Wilson Av	9	City Heights
276	4196 Market St on 42nd St.	9	Southeastern San Diego
277	3704 Harding Av	9	Southeastern San Diego
278	4085 - 4095 44th St	9	City Heights
279	43rd St and Wightman St	9	City Heights
280	4718 Wightman St	9	City Heights
281	288 S 37th St On Gilmore	9	Southeastern San Diego

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.

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

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

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

11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any 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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 6 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 9 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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.

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

- 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).

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.) <u>Zip:</u>	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:	
<small>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</small>			

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 WITH CASH FLOW FORECAST

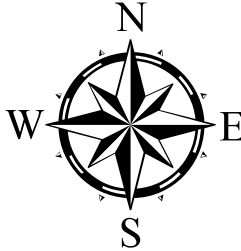
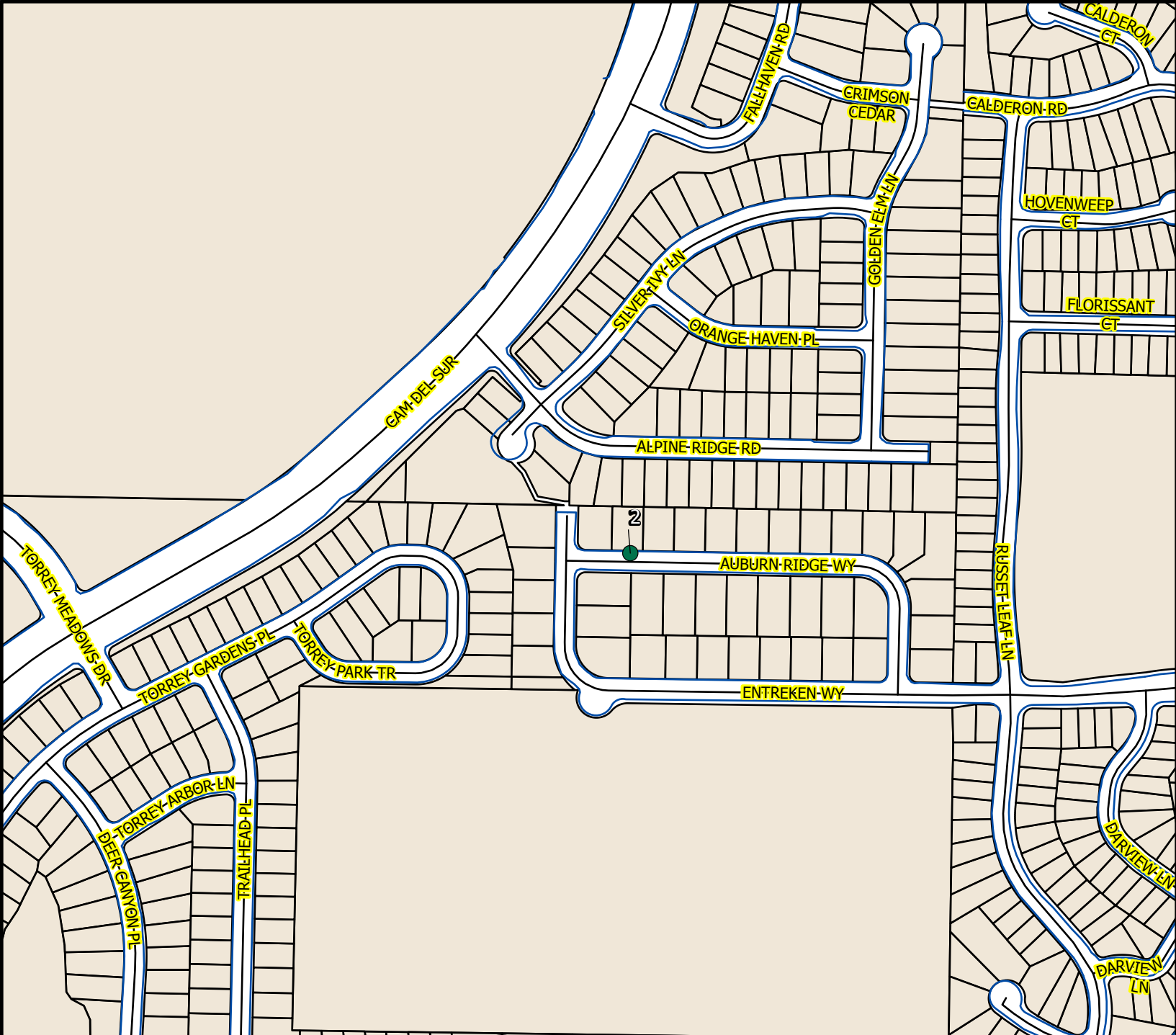
WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

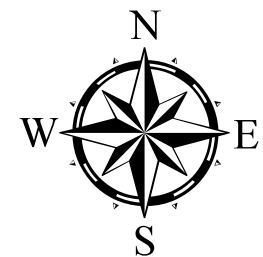
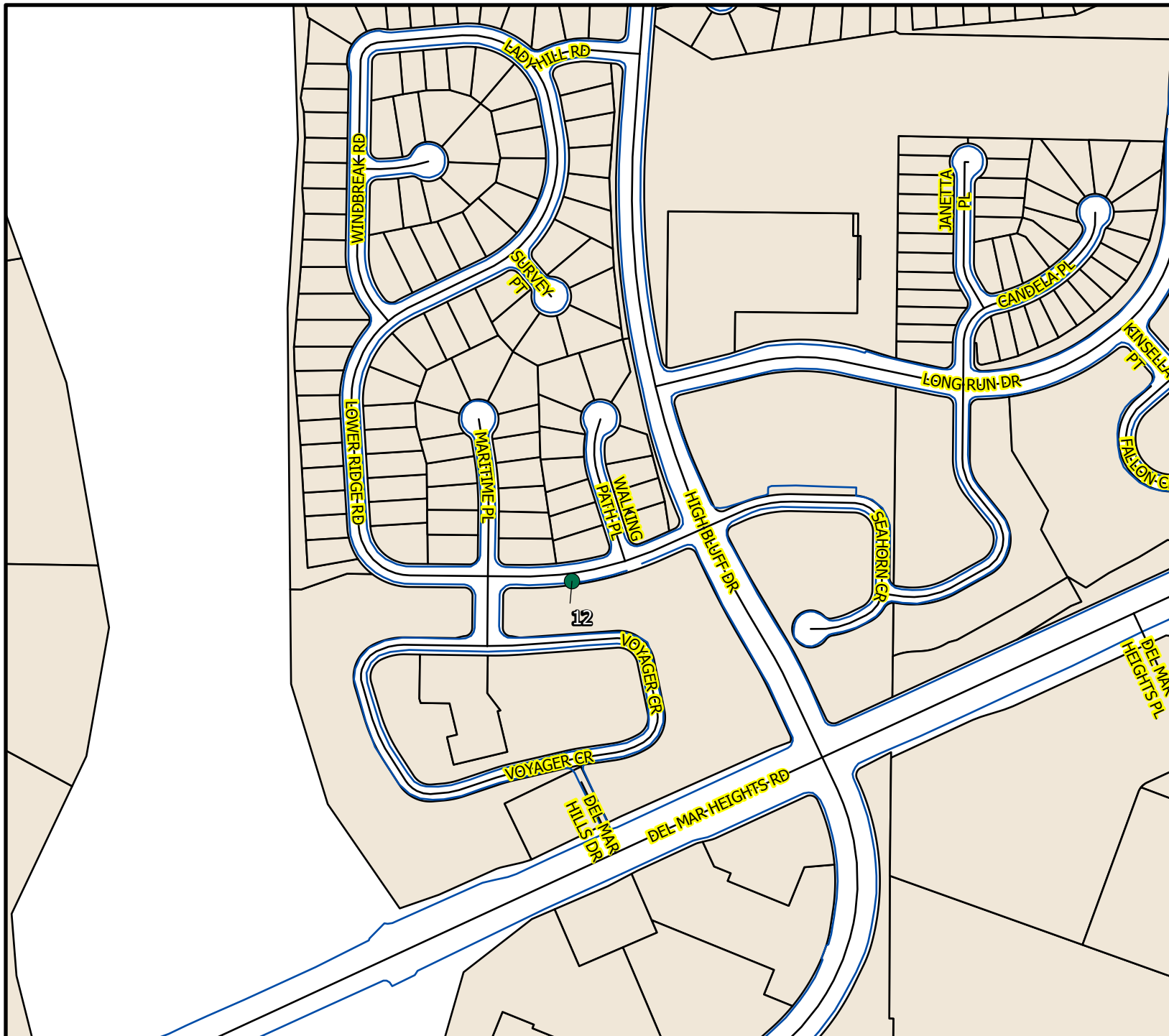
Construction Cash Flow Forecast
 "Sewer and Water Group Job 965 (W)"

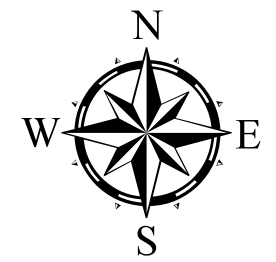
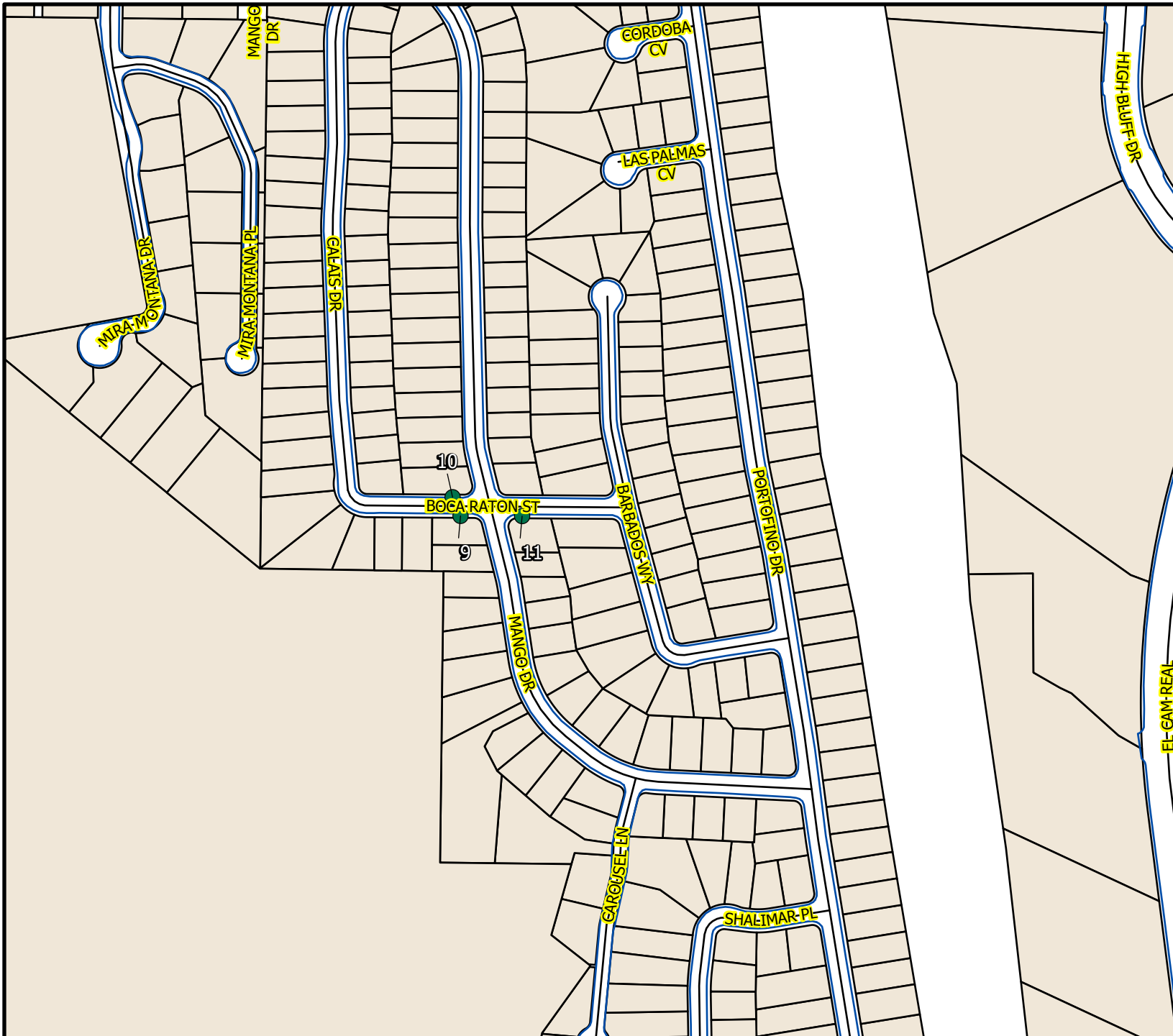
Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

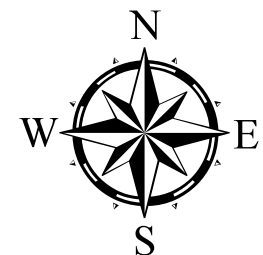
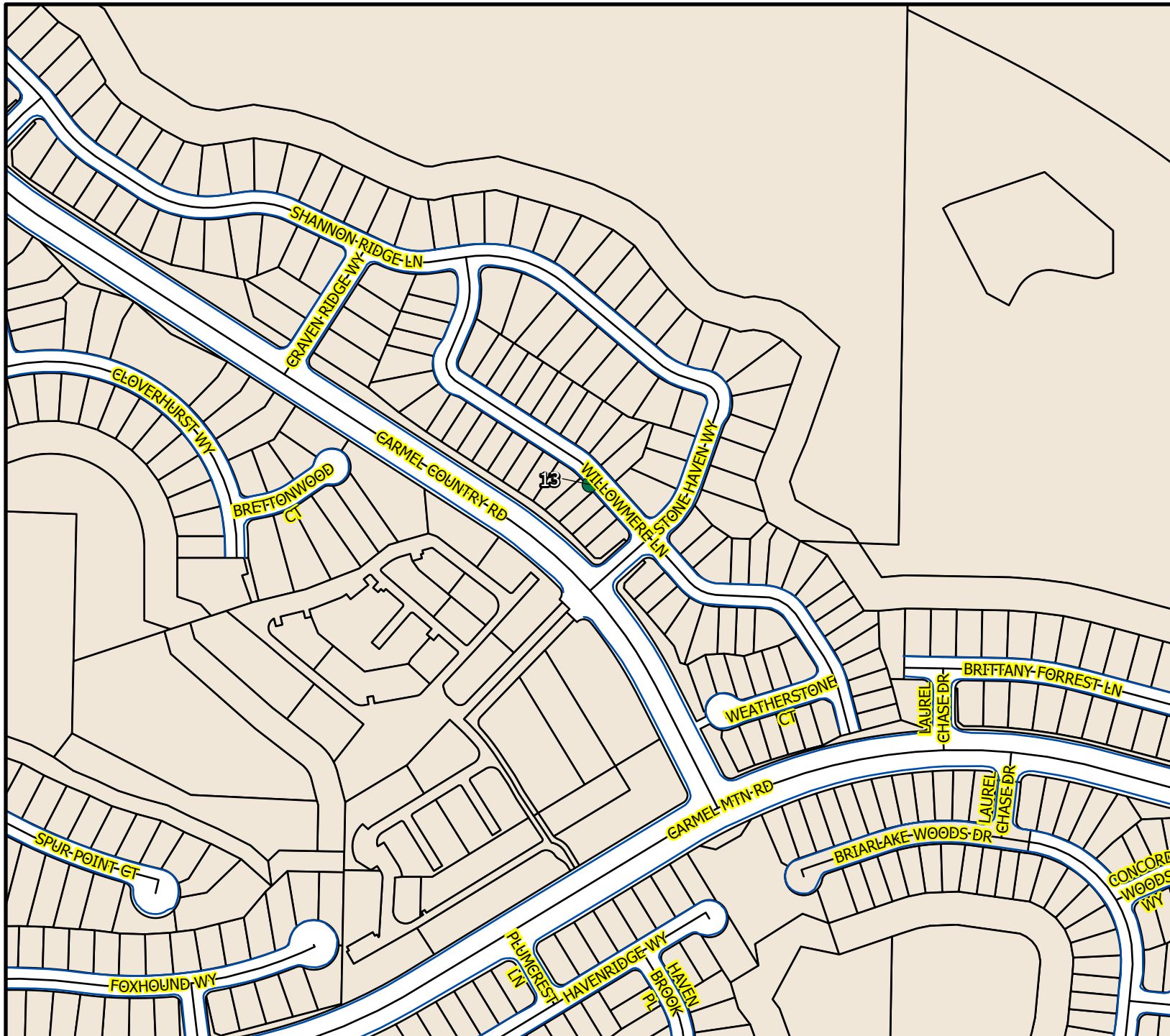
SAMPLE REFERENCE

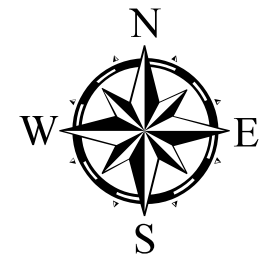
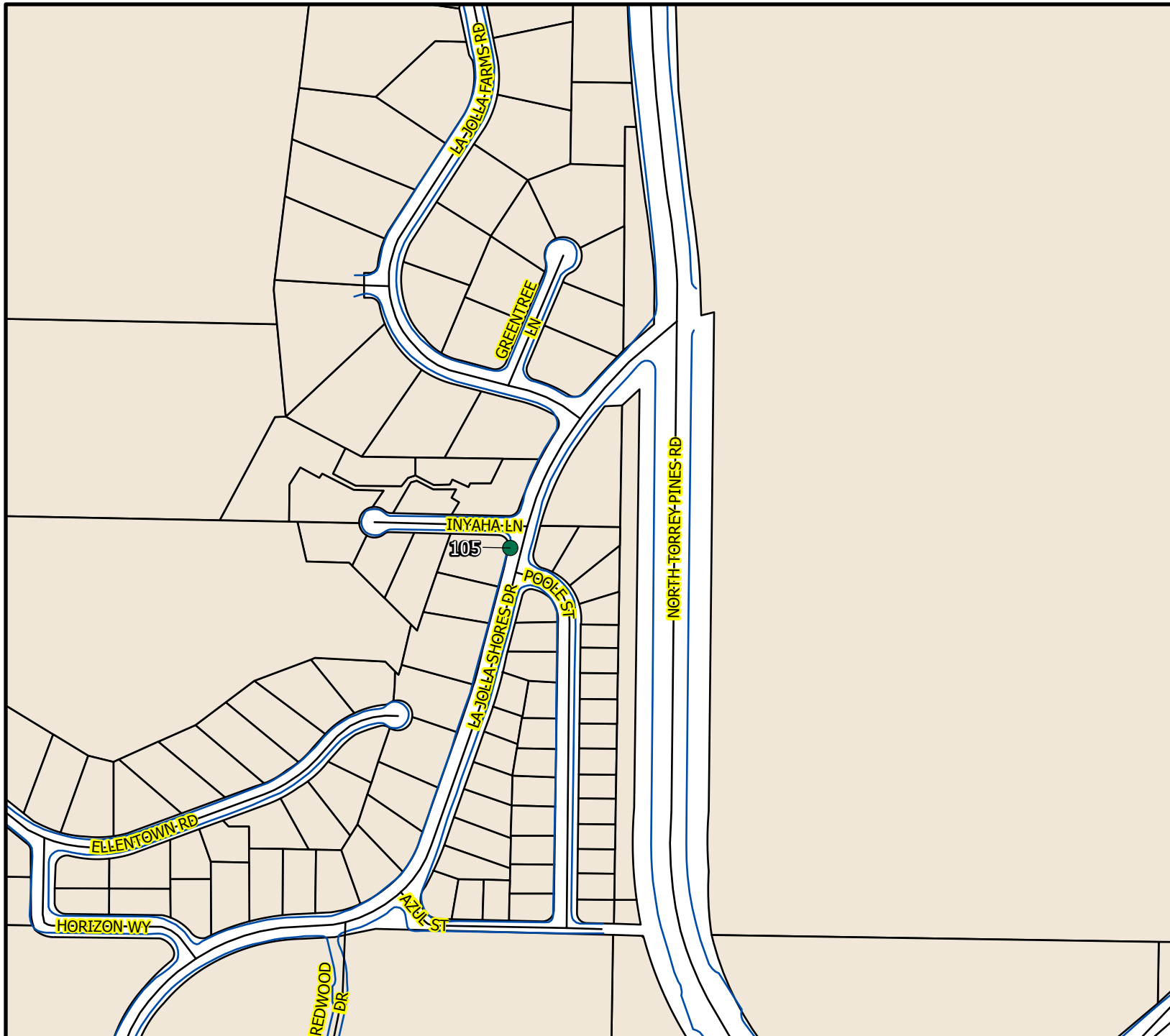
APPENDIX E
LOCATION MAPS

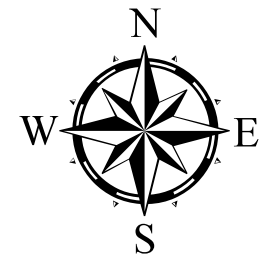
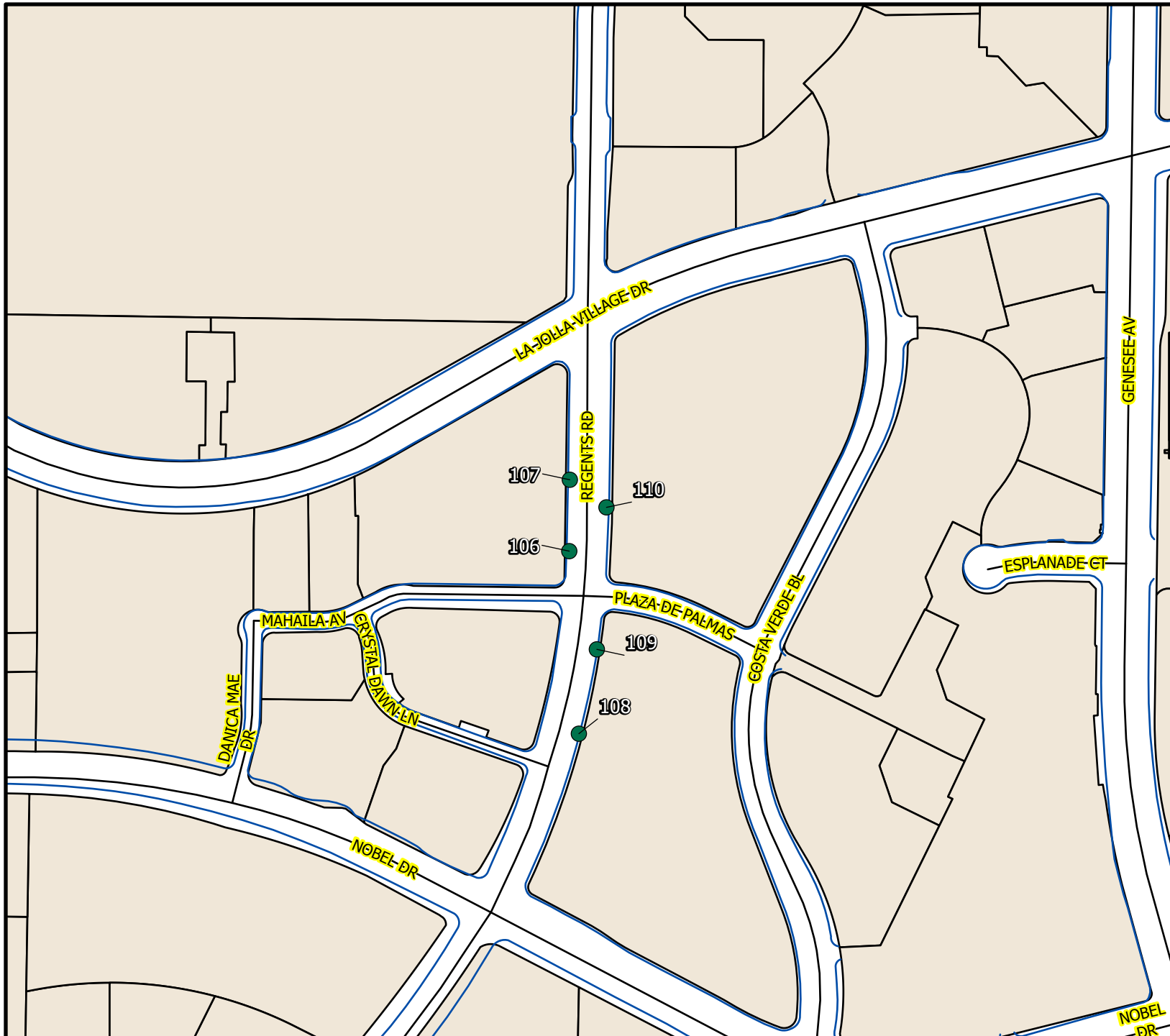


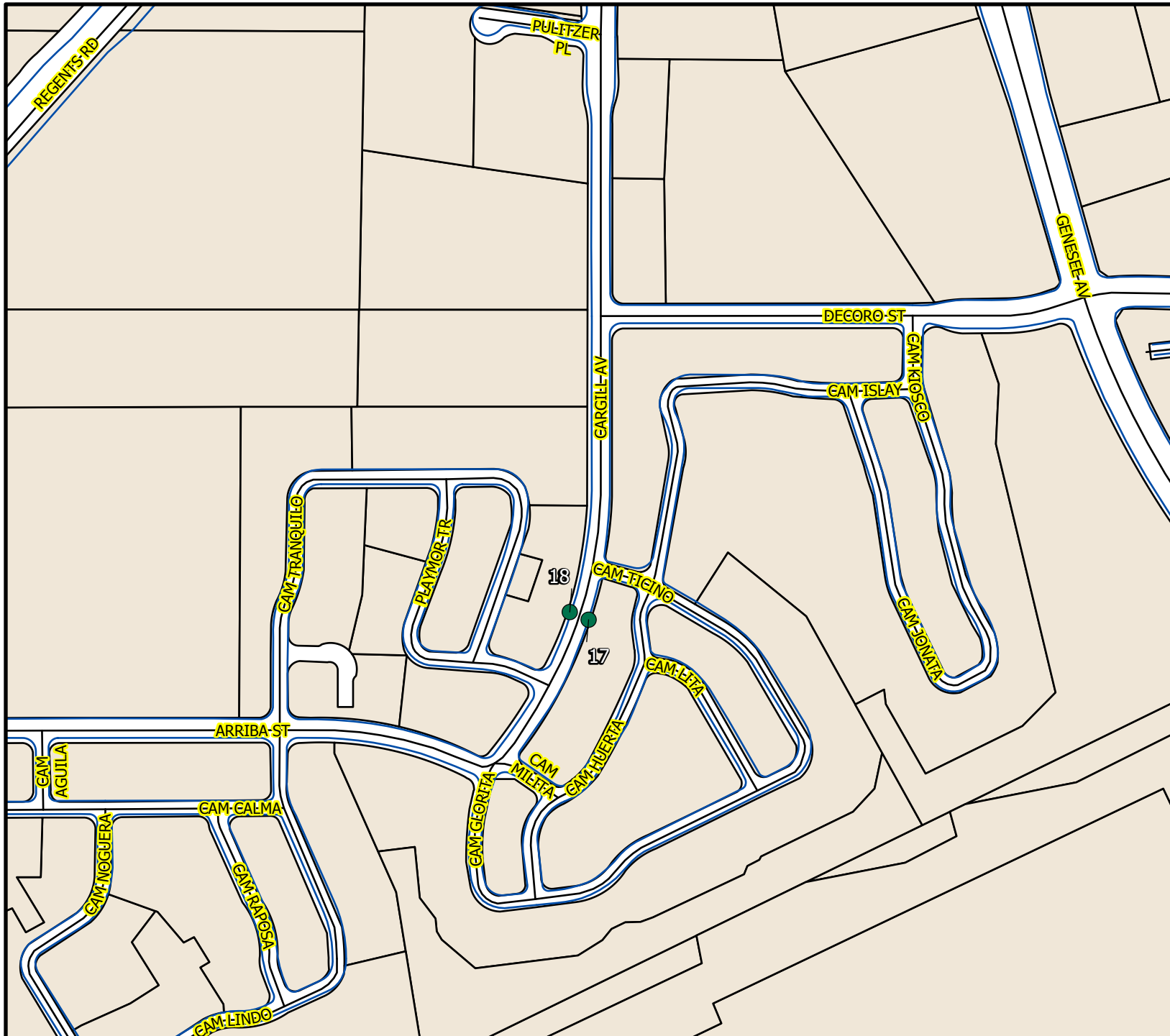


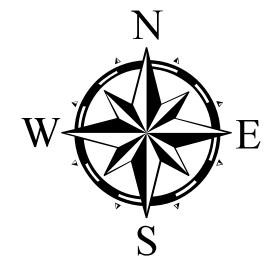


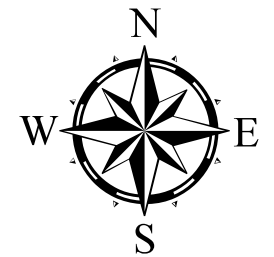
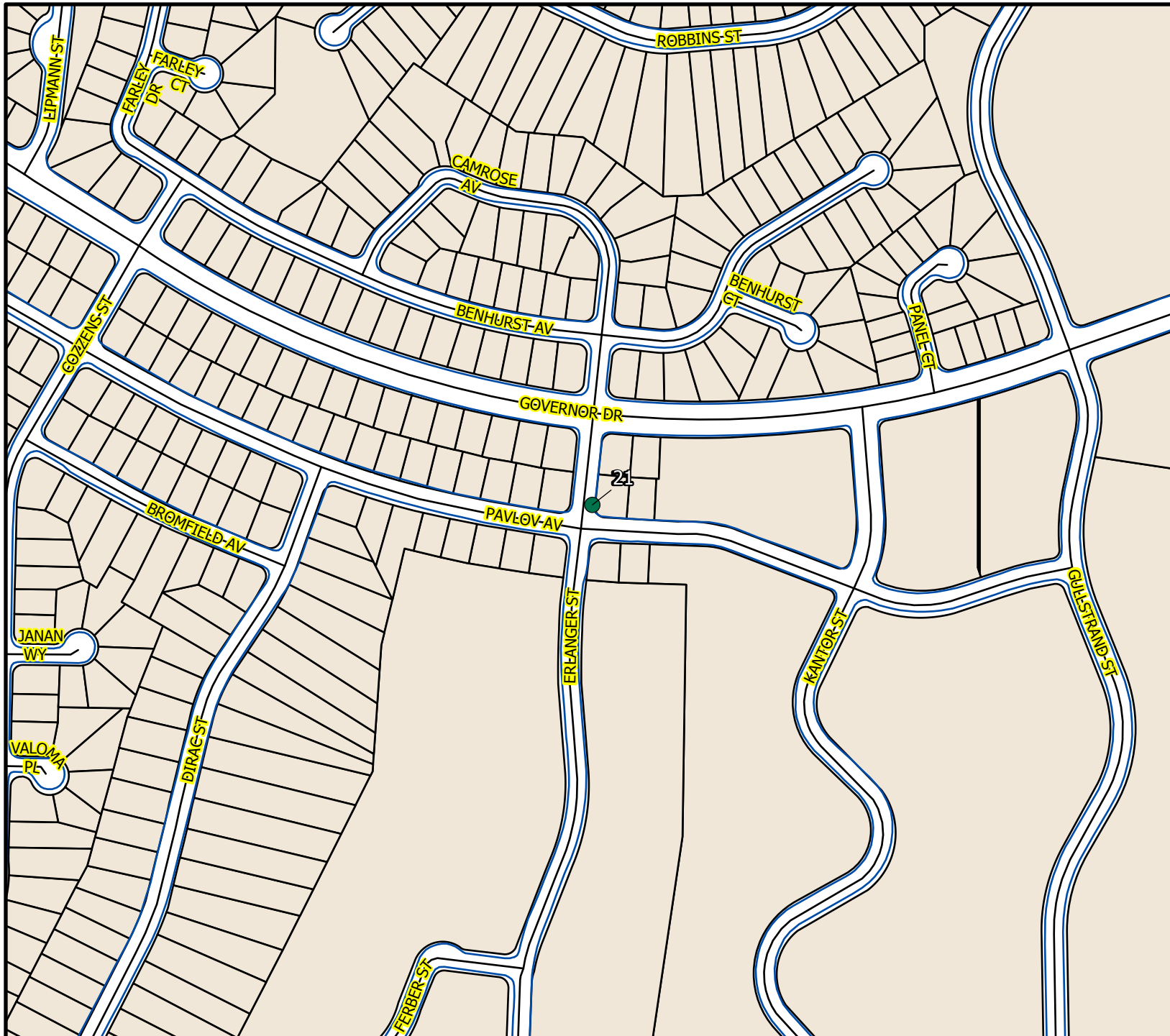


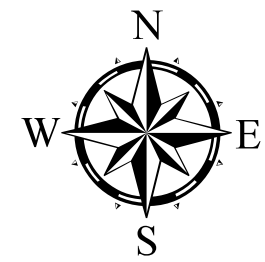
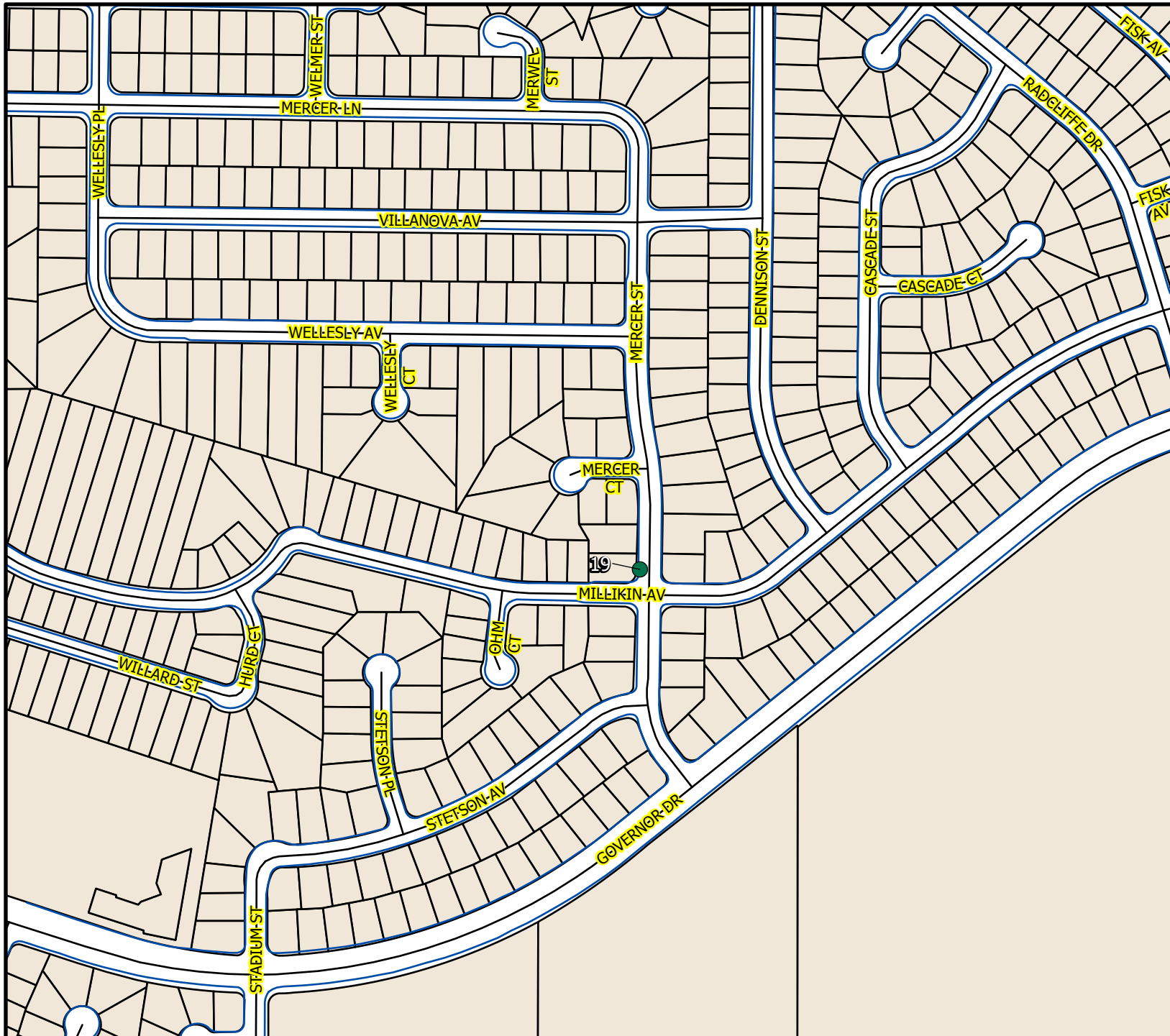


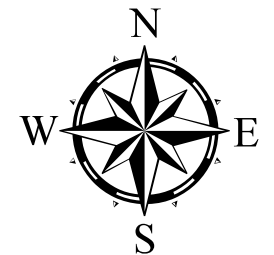
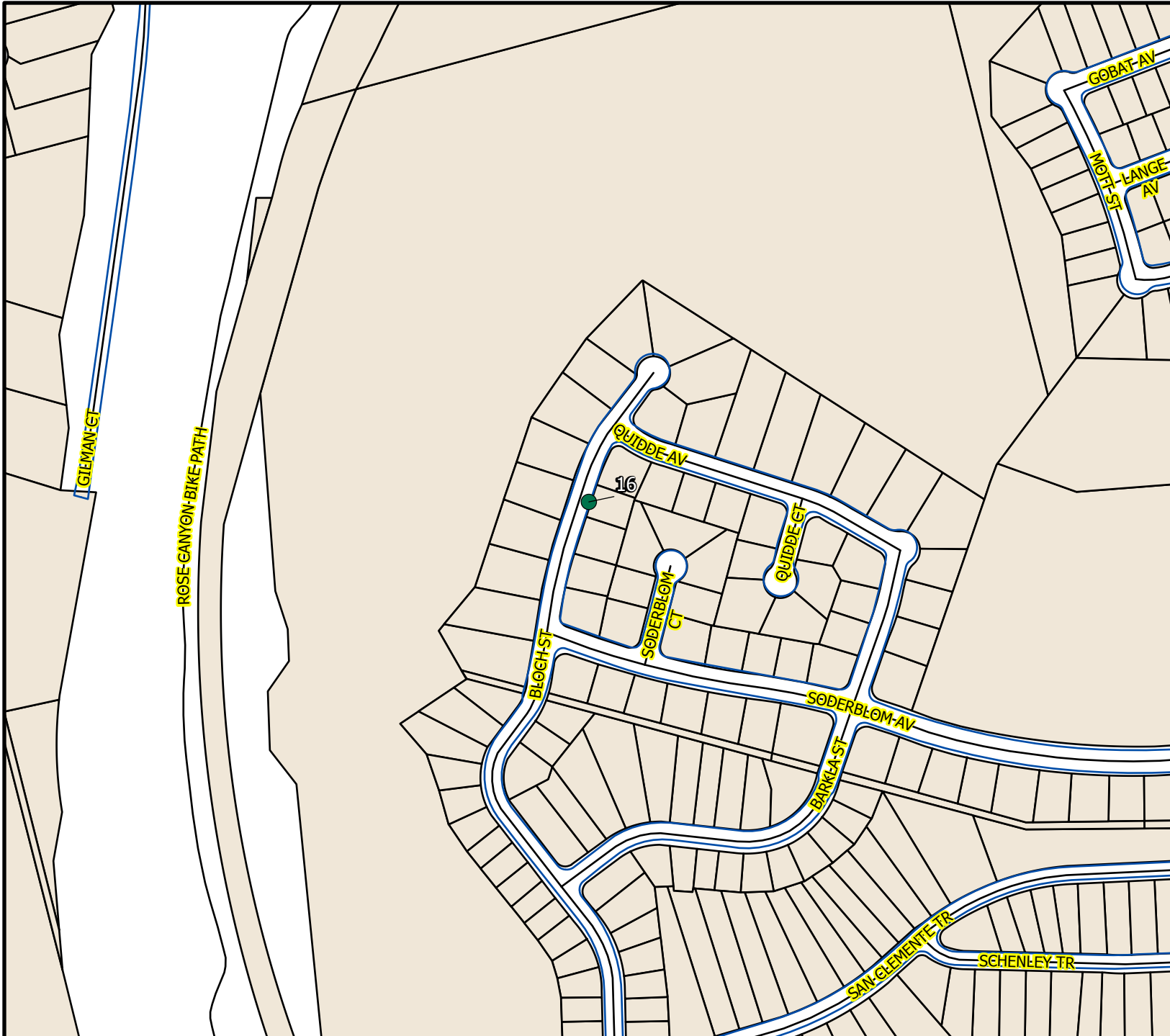








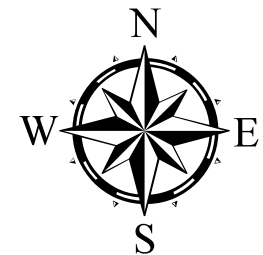


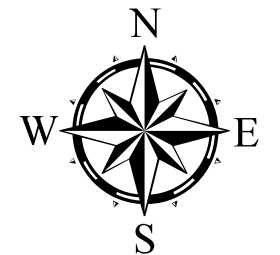


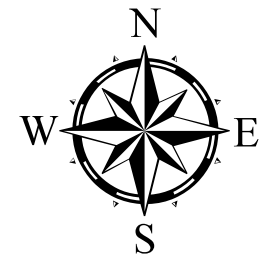
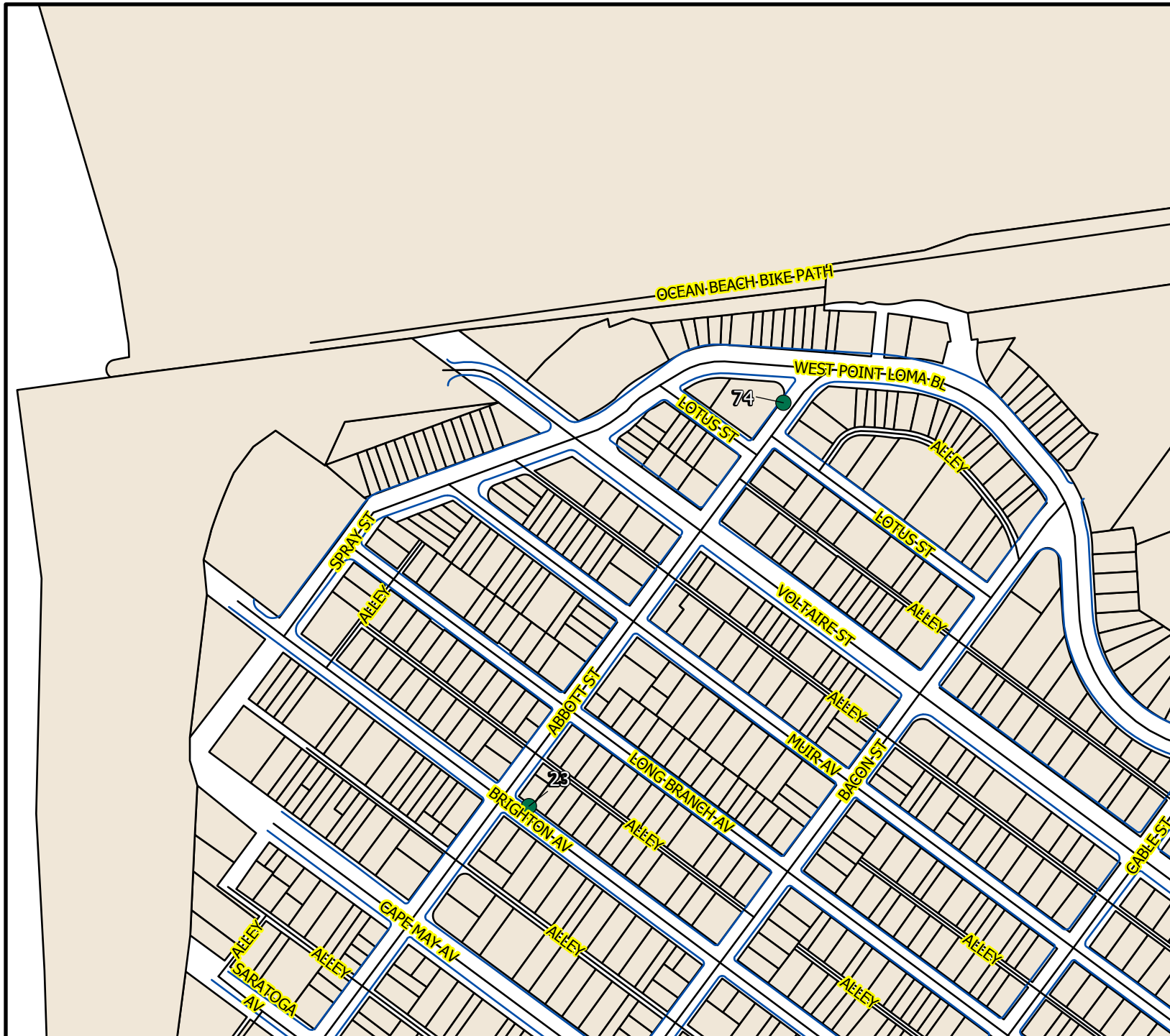


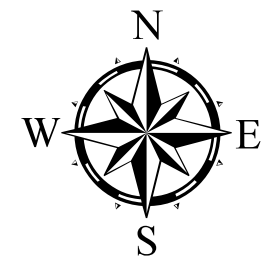
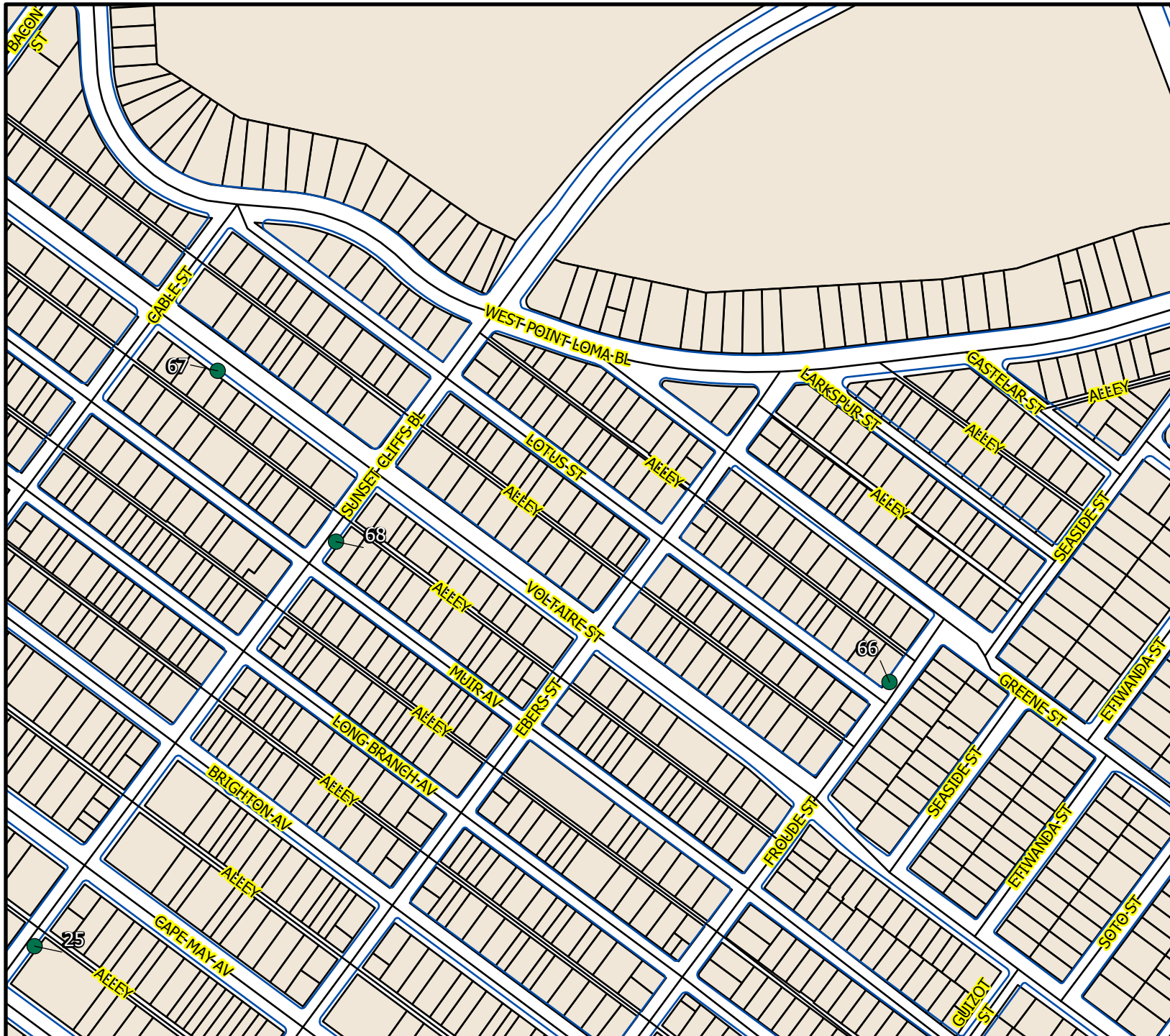
Transportation
 & Storm Water

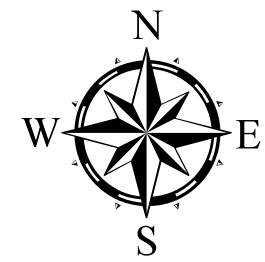
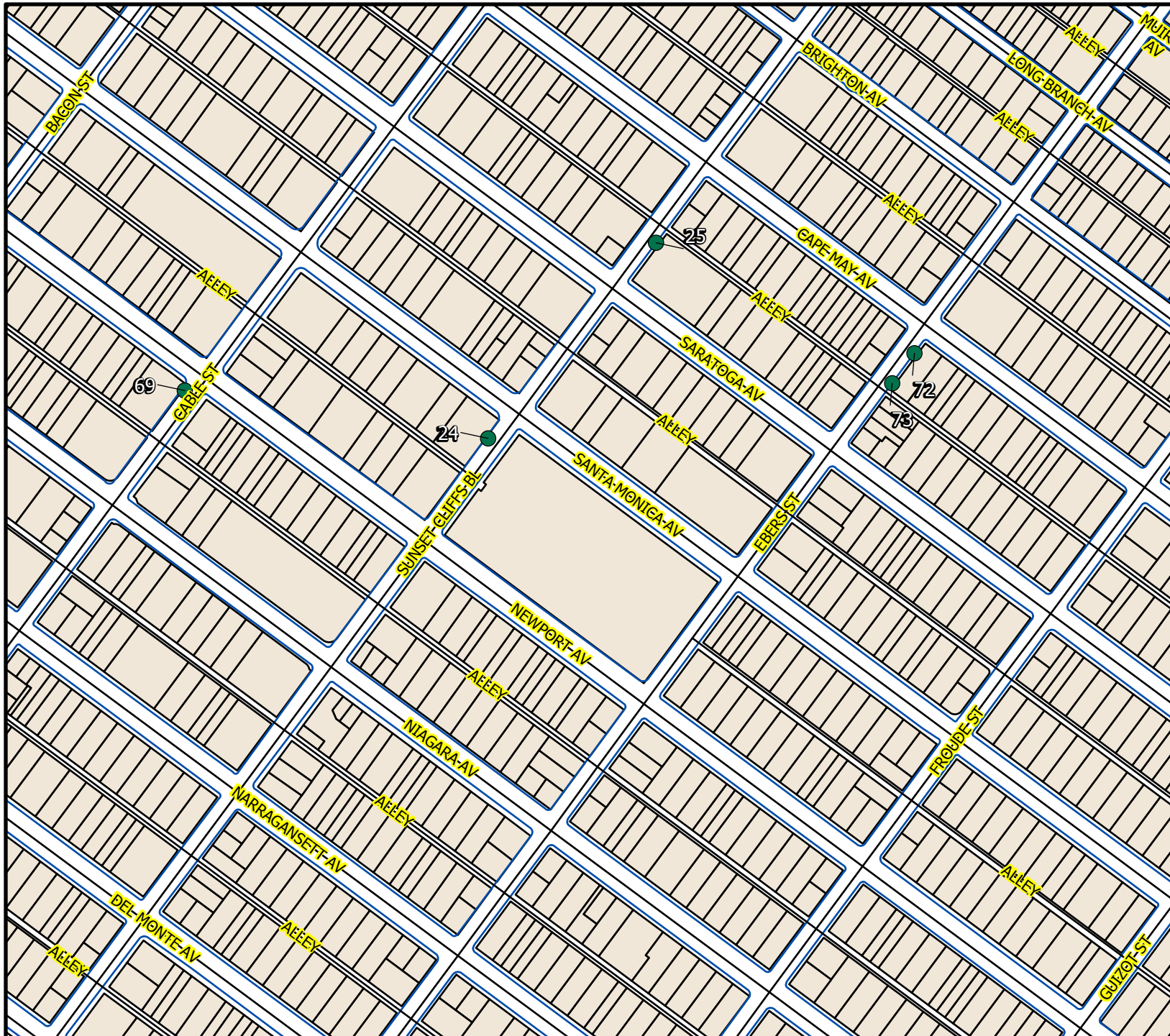
Street Division
 Sidewalk
 Replacement
 Group 1604

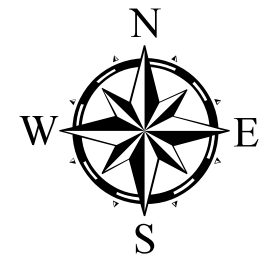
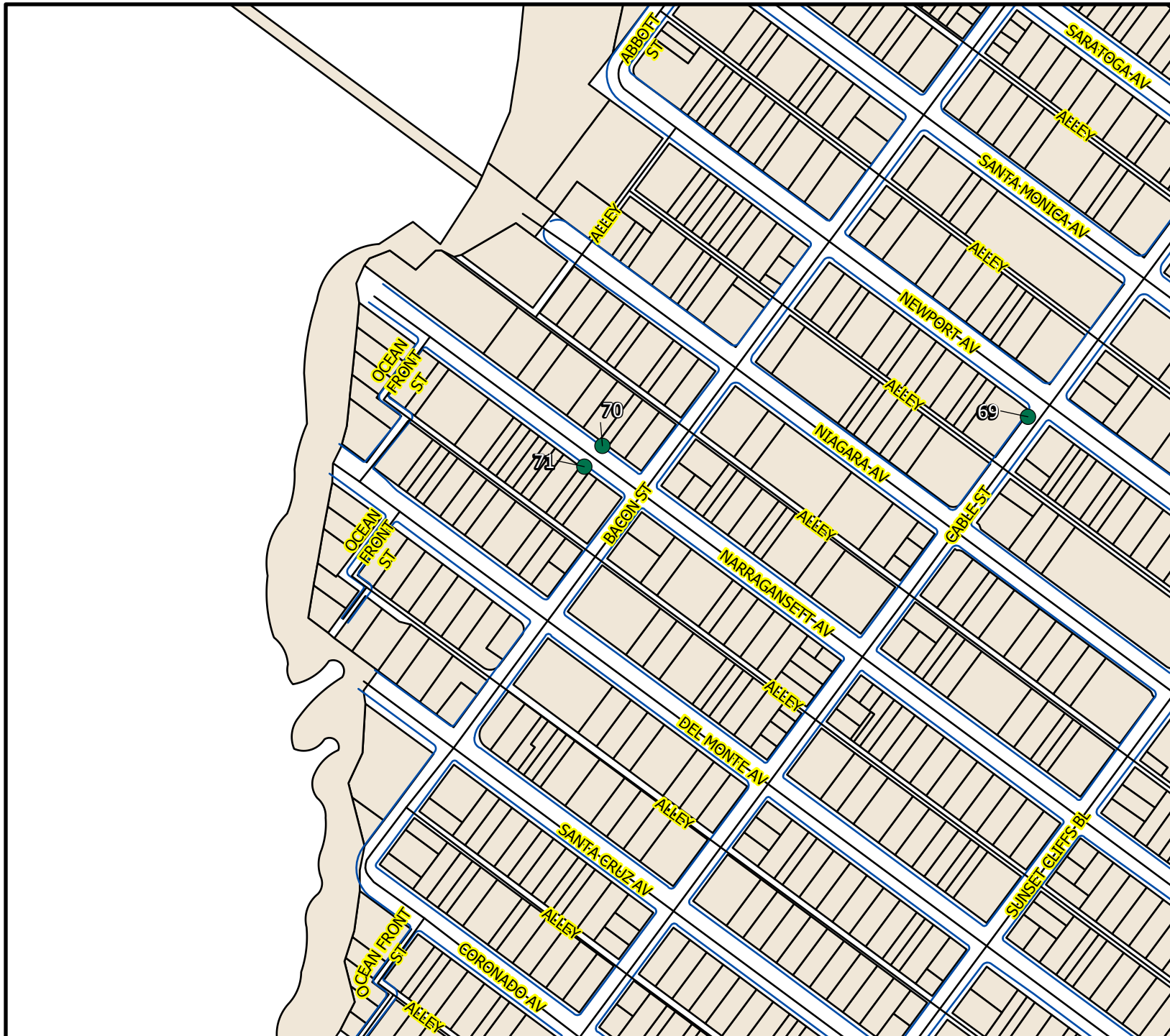


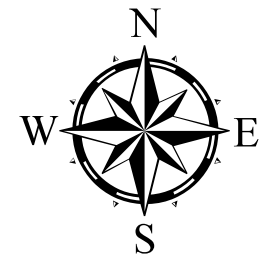
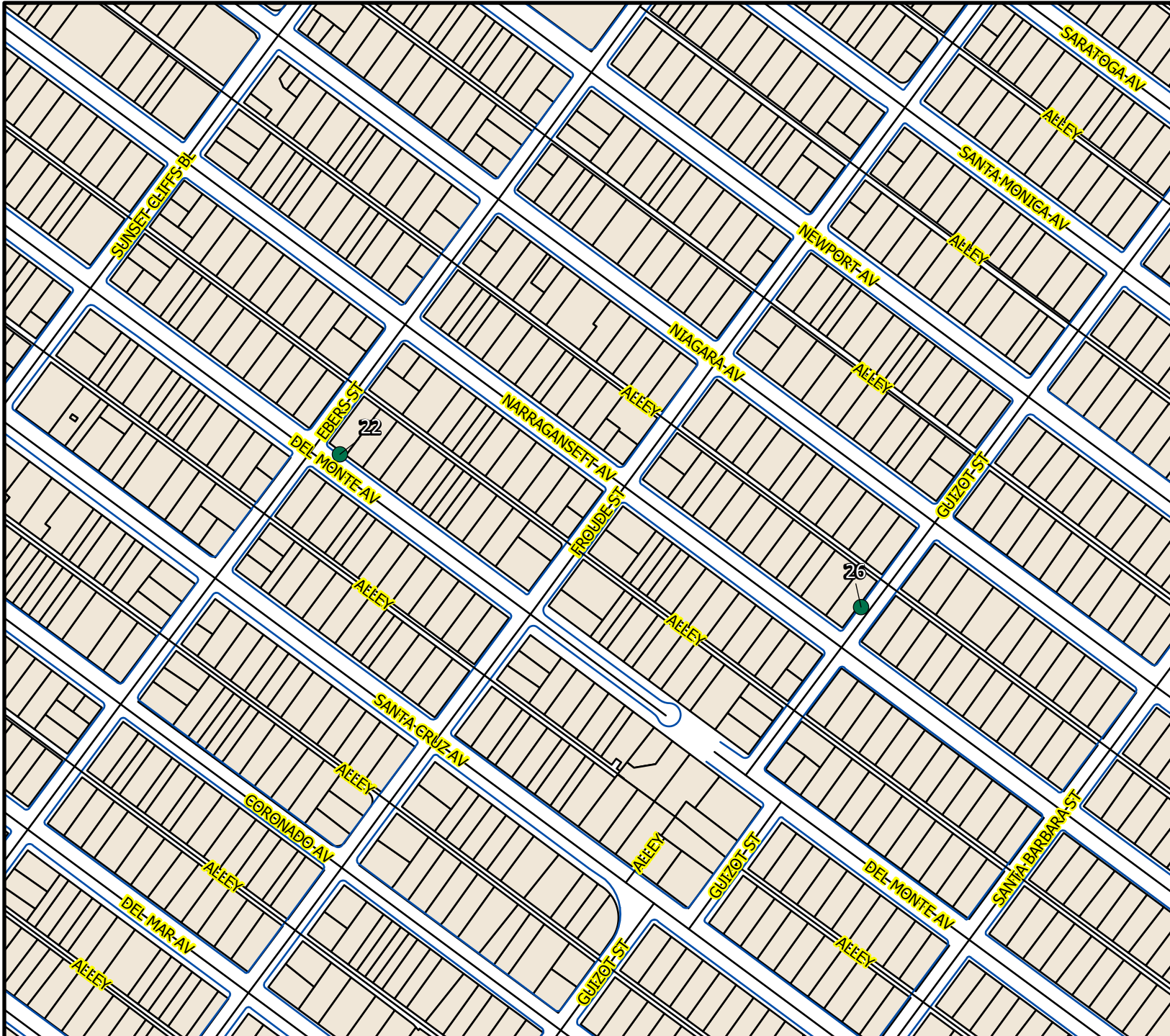


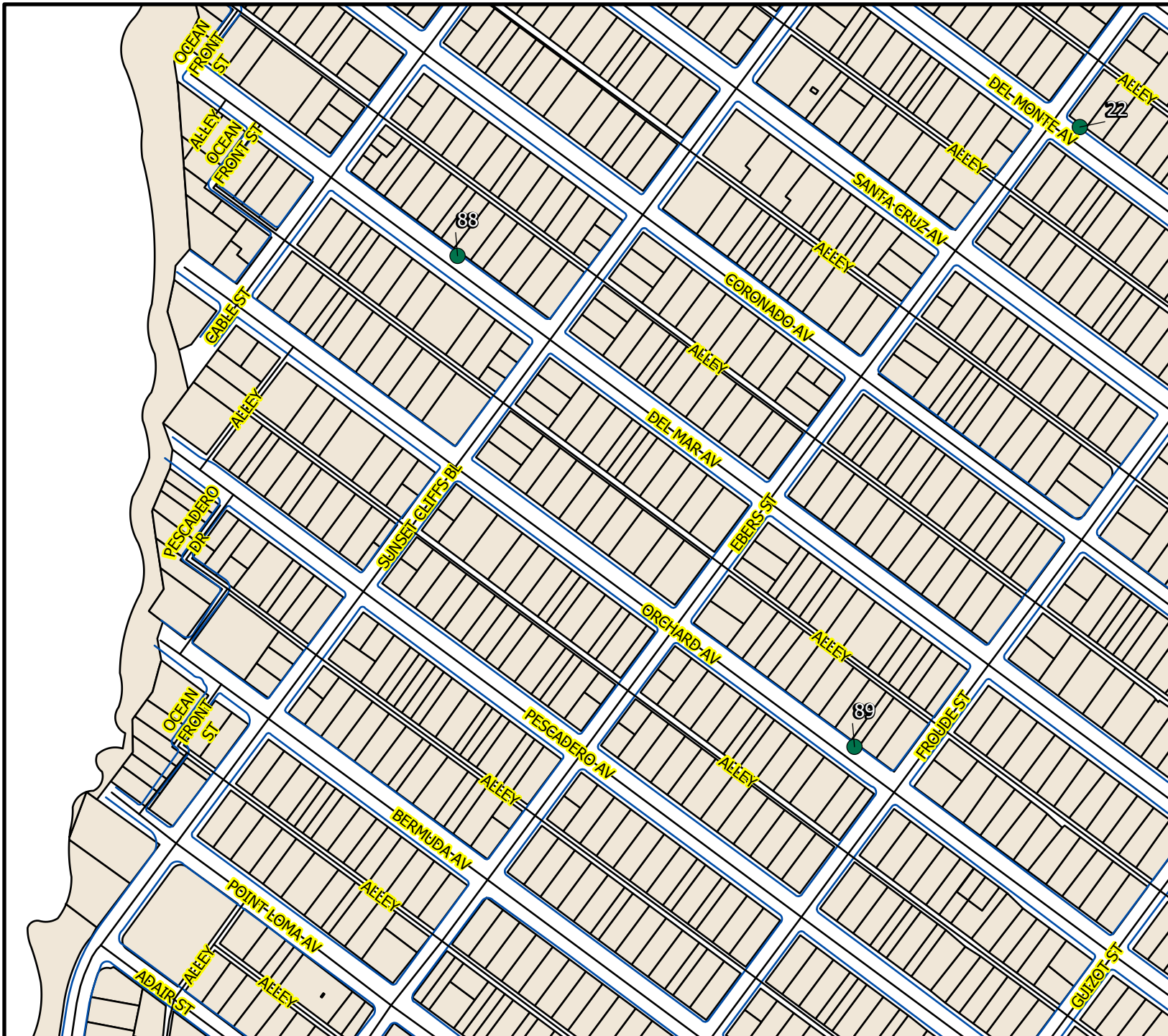






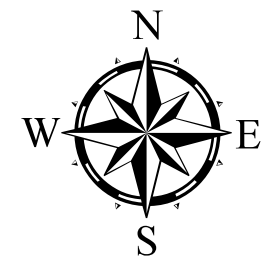


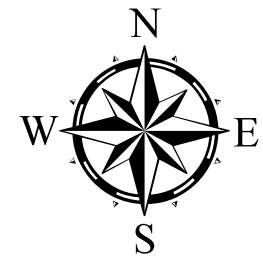
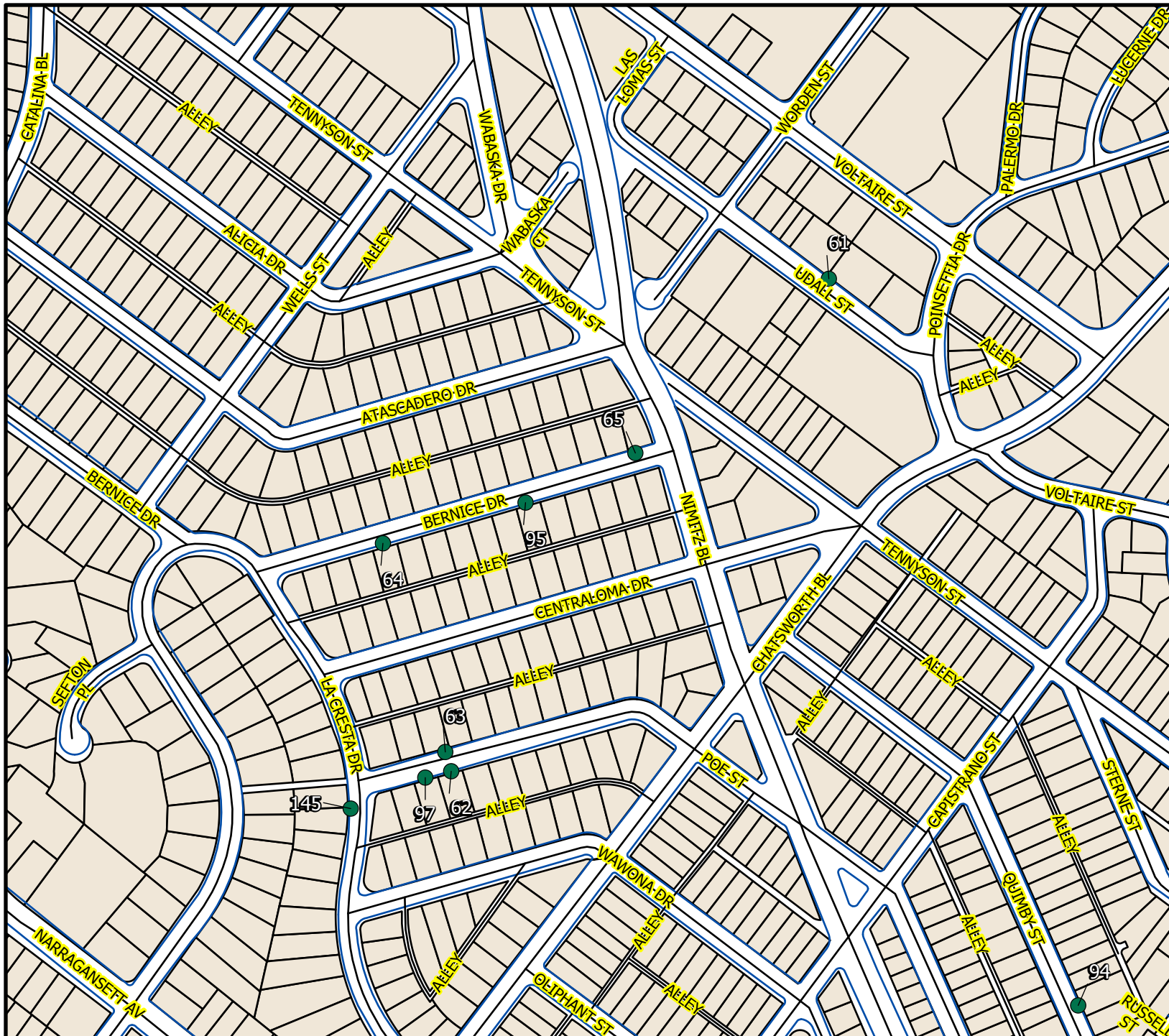


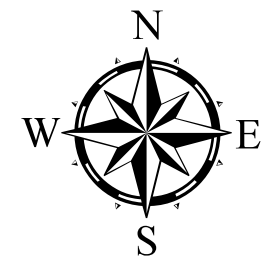
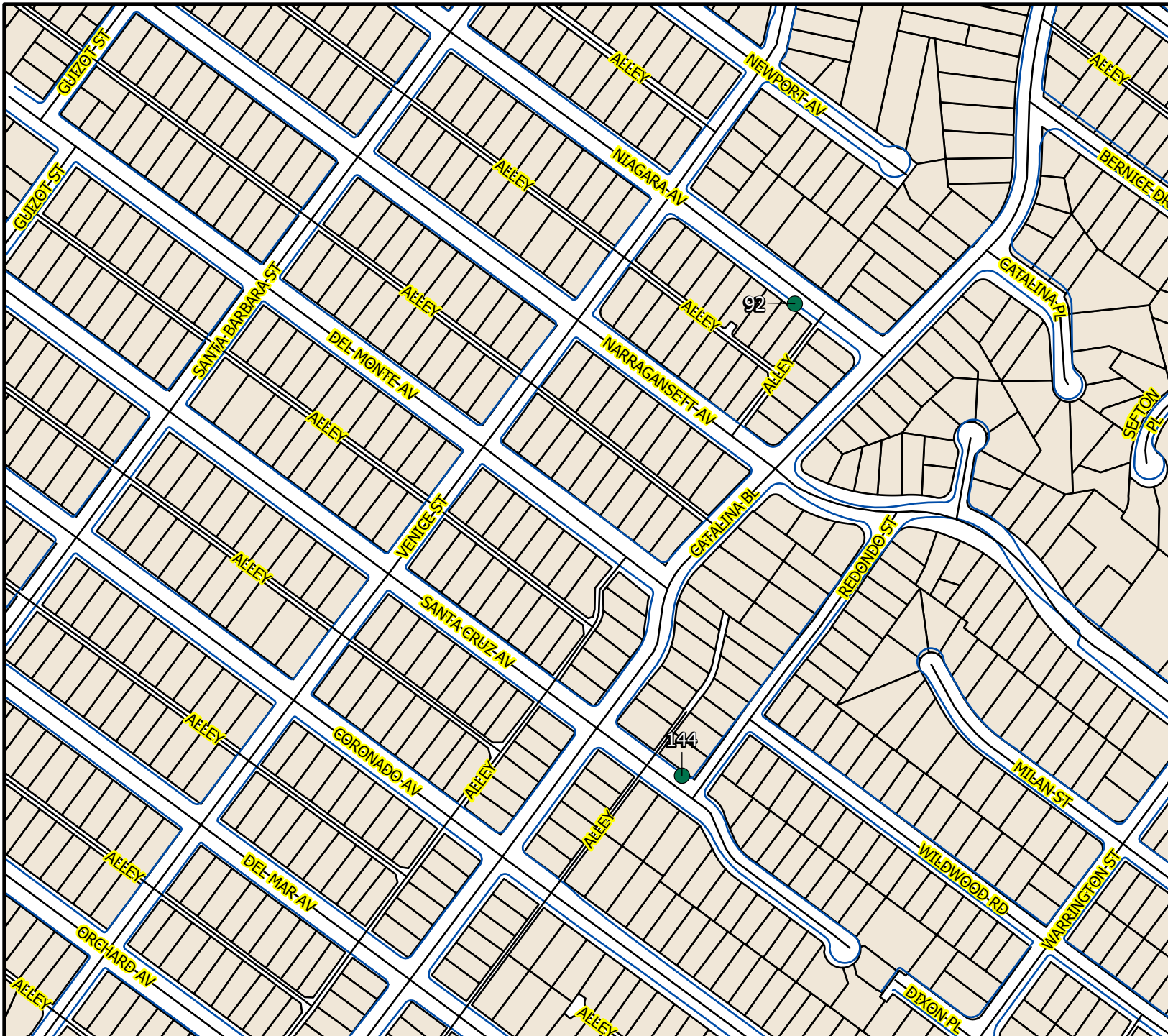


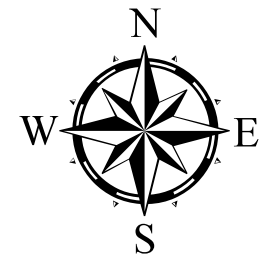
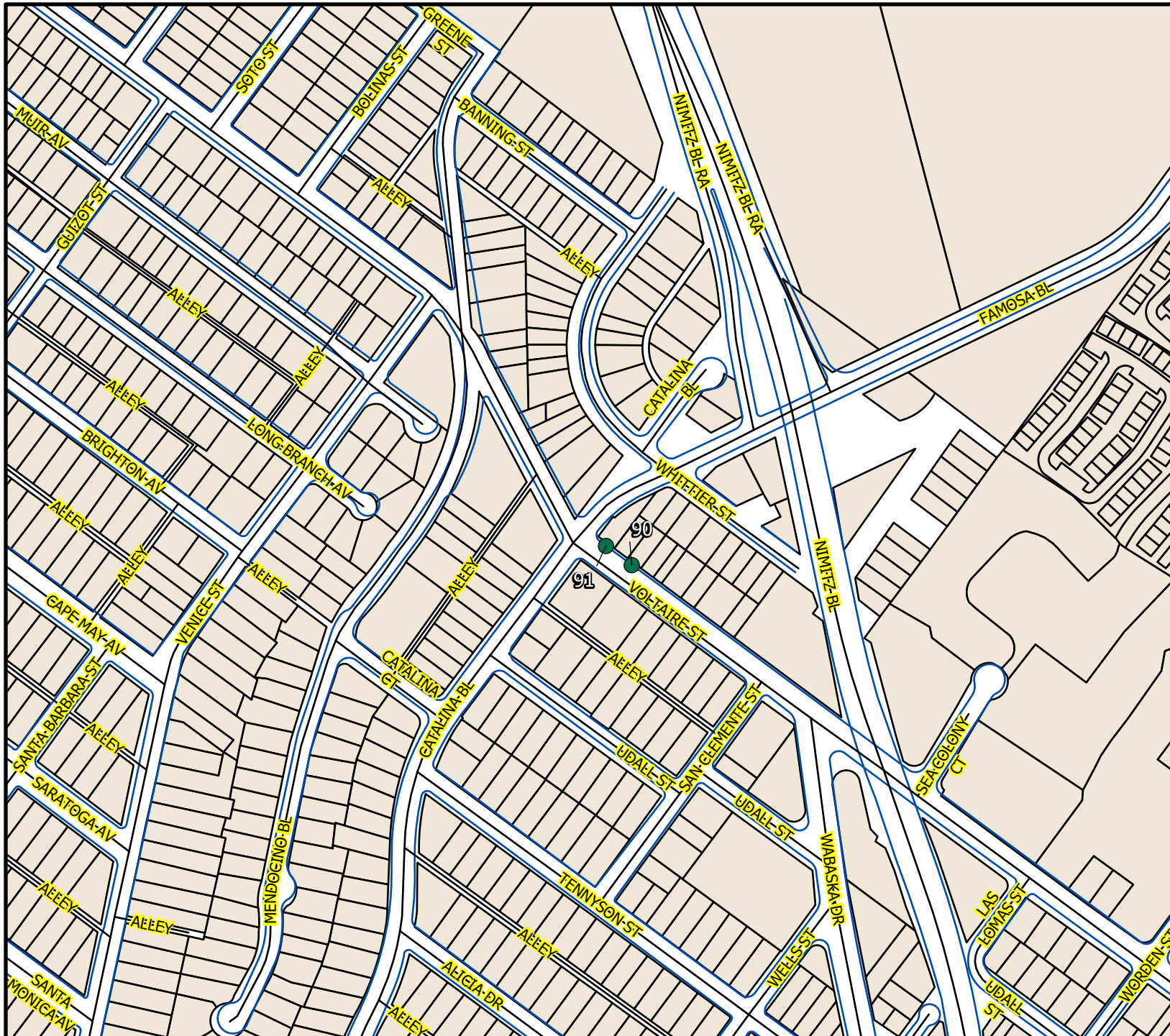
Transportation
 & Storm Water

Street Division
 Sidewalk
 Replacement
 Group 1604



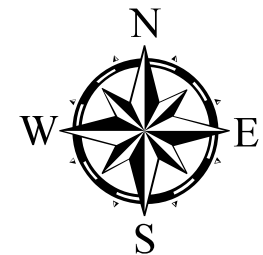


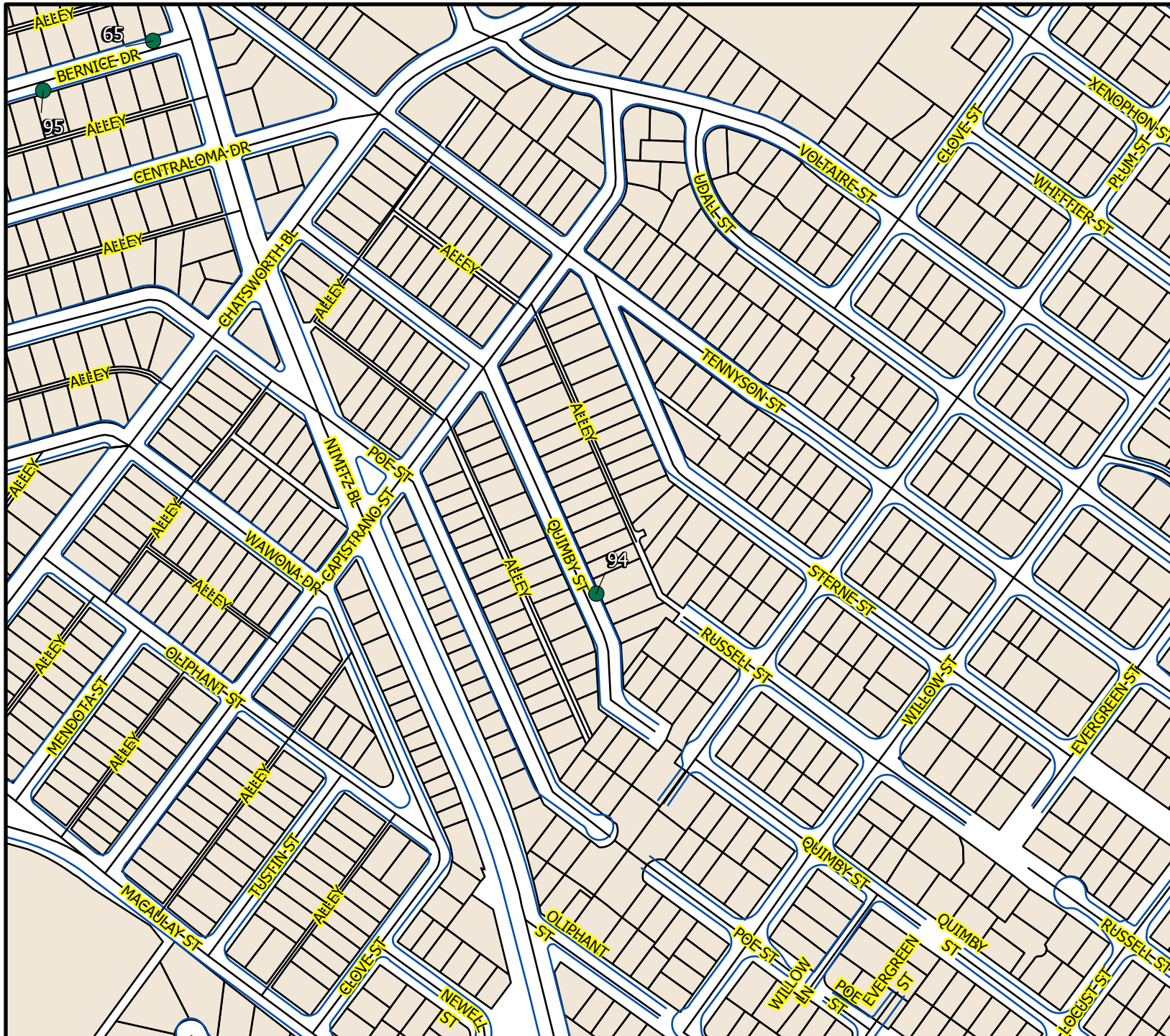




Transportation
& Storm Water

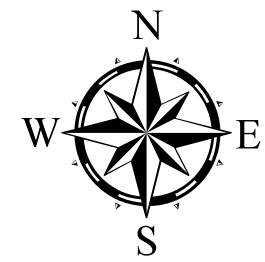
Street Division
Sidewalk
Replacement
Group 1604

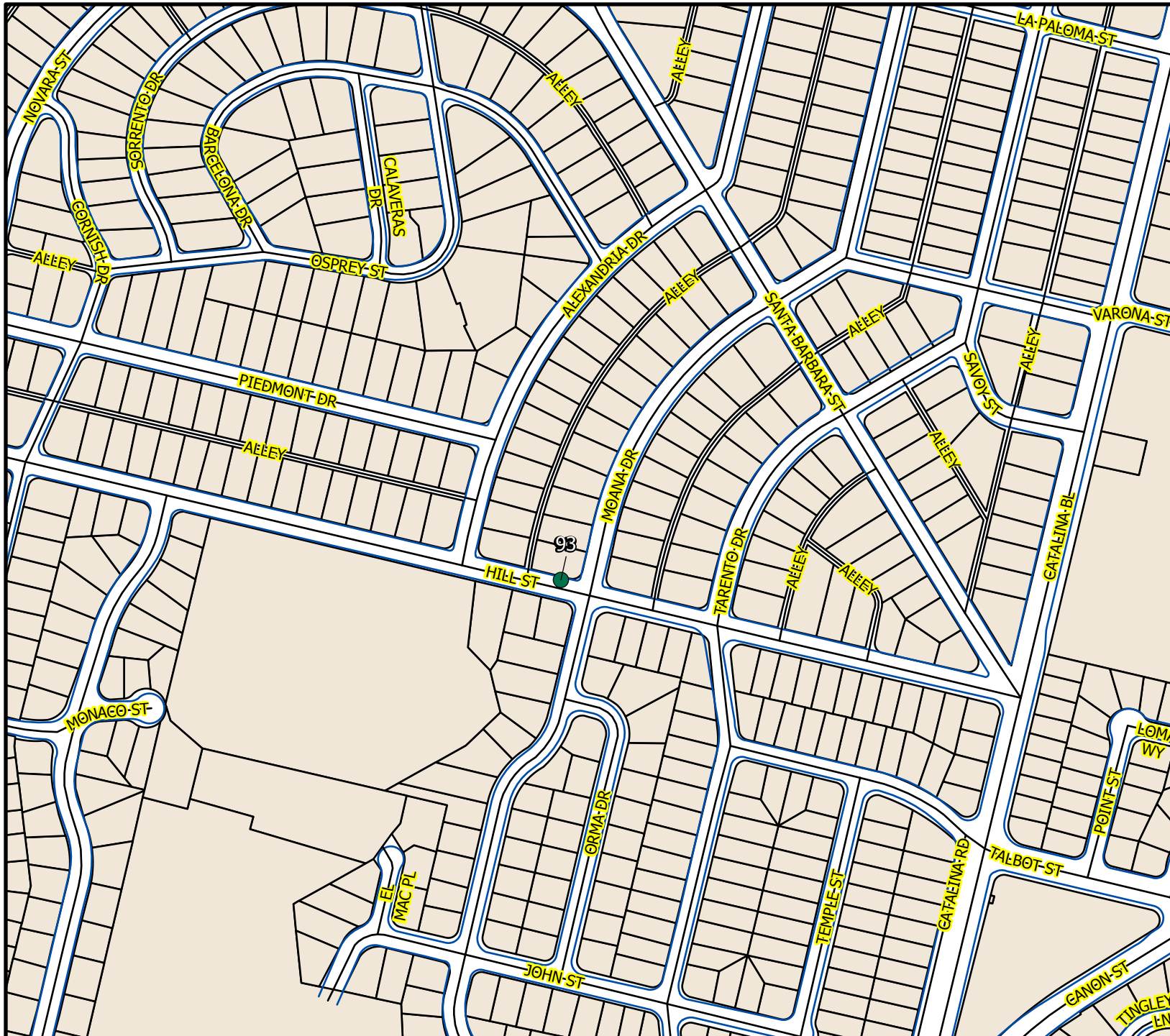




Transportation
 & Storm Water

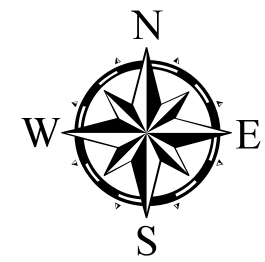
Street Division
 Sidewalk
 Replacement
 Group 1604





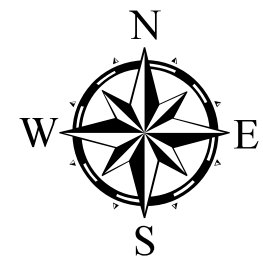
Transportation
 & Storm Water

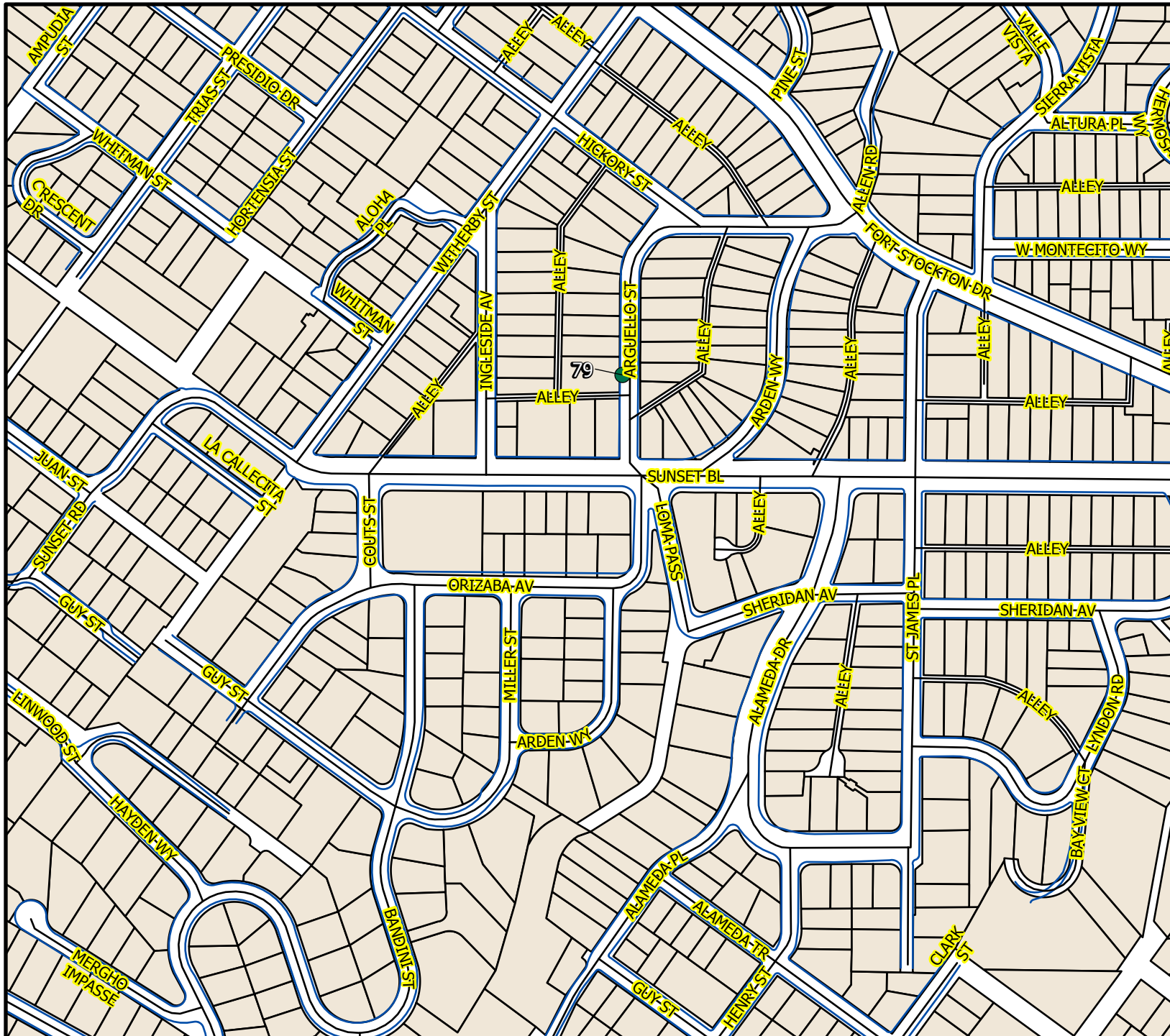
Street Division
 Sidewalk
 Replacement
 Group 1604



Transportation
& Storm Water

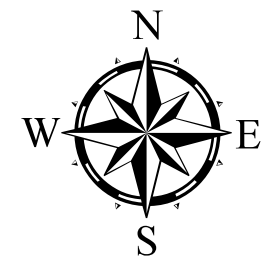
Street Division
Sidewalk
Replacement
Group 1604

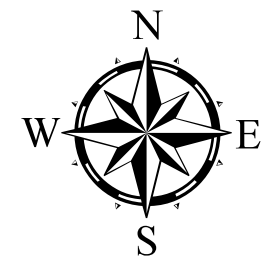


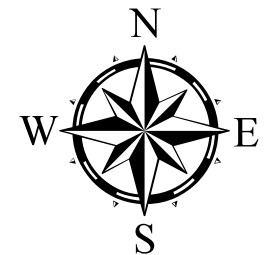
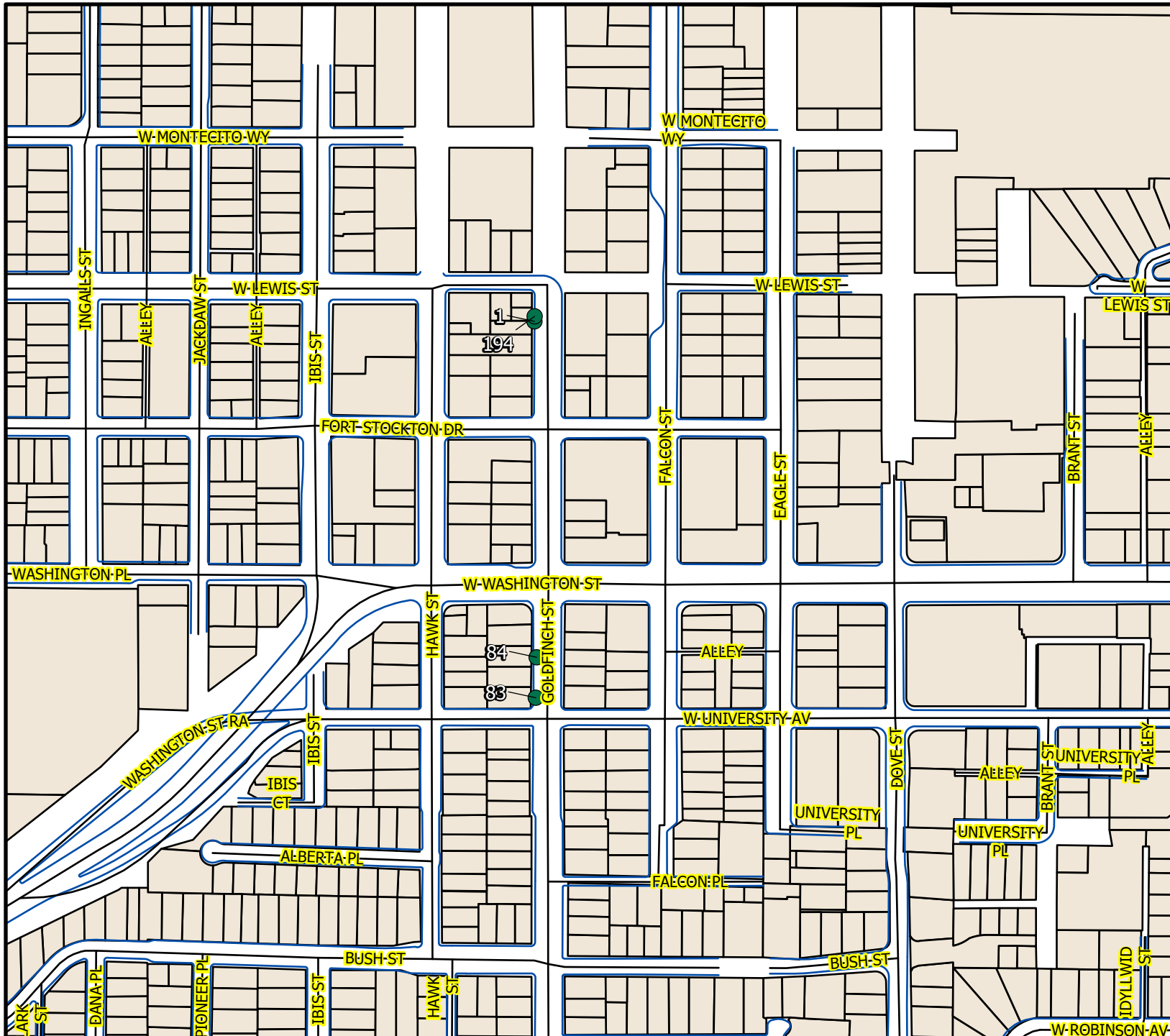


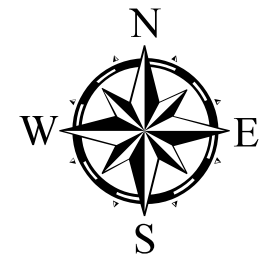
Transportation
 & Storm Water

Street Division
 Sidewalk
 Replacement
 Group 1604



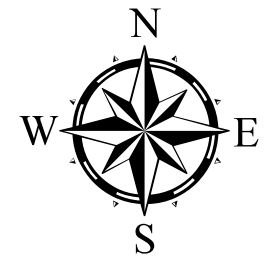
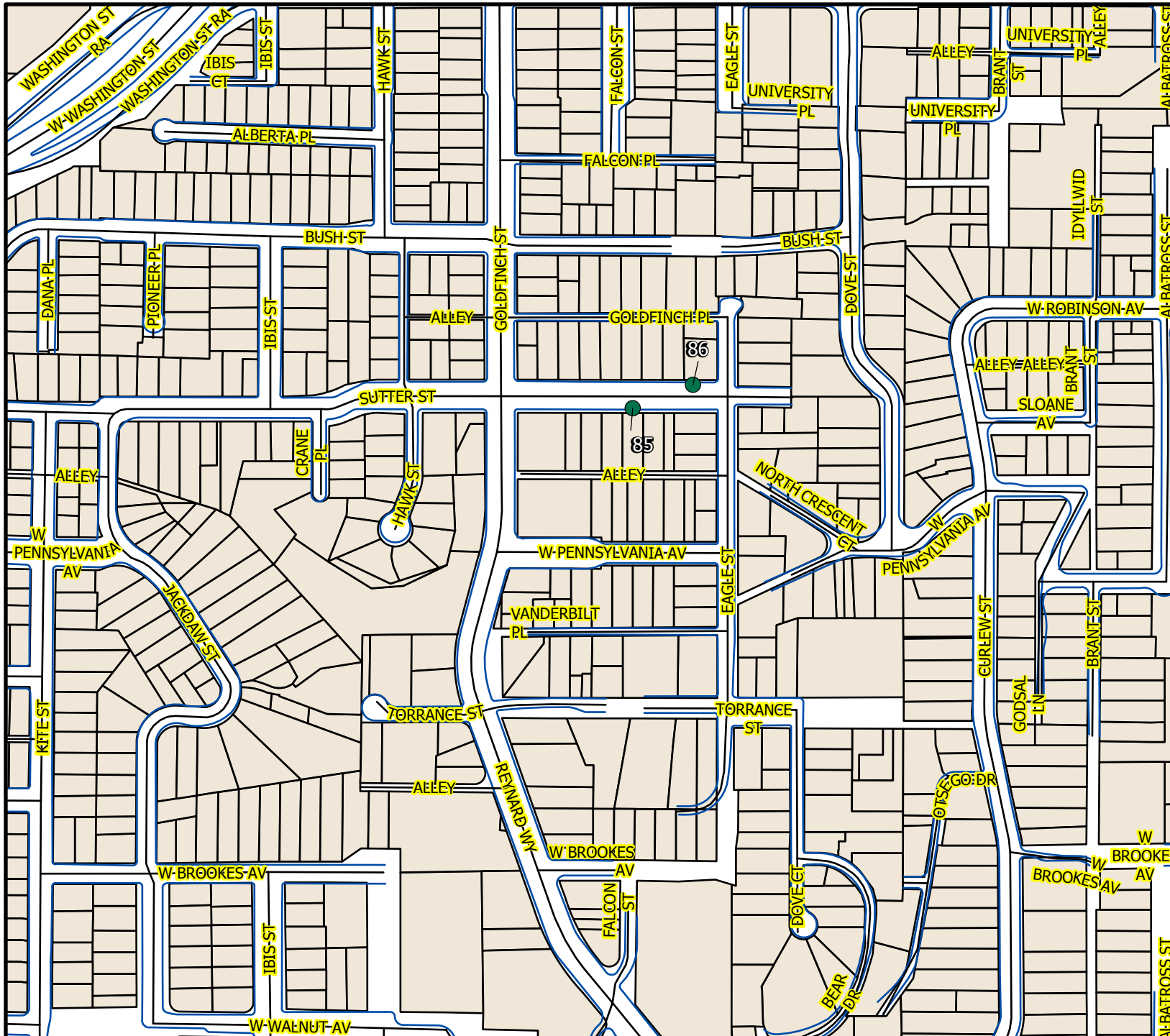


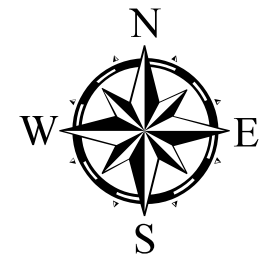
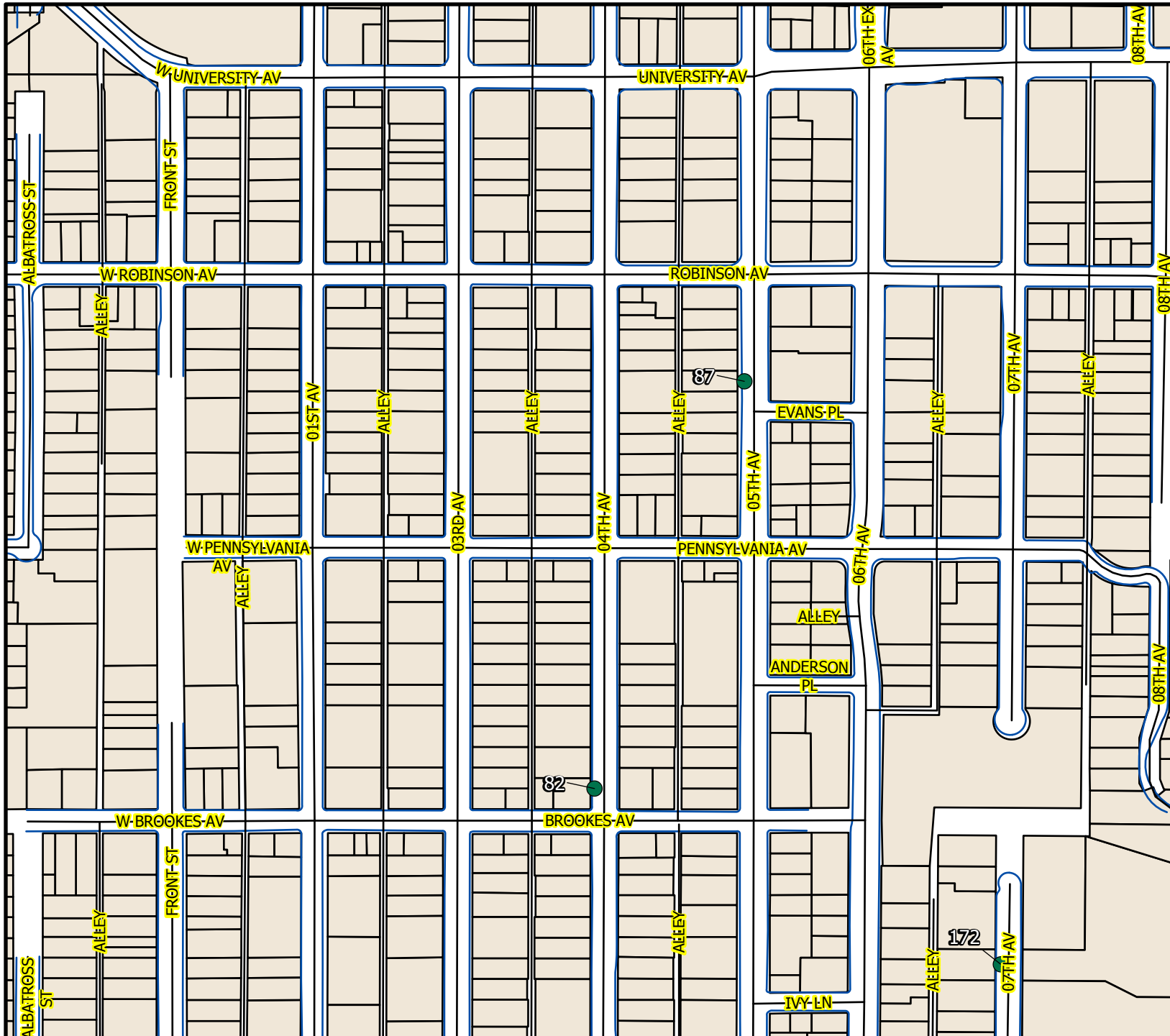


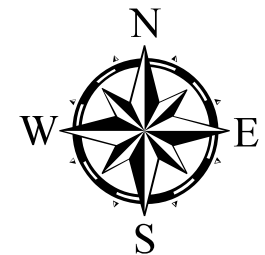


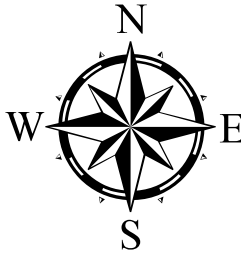
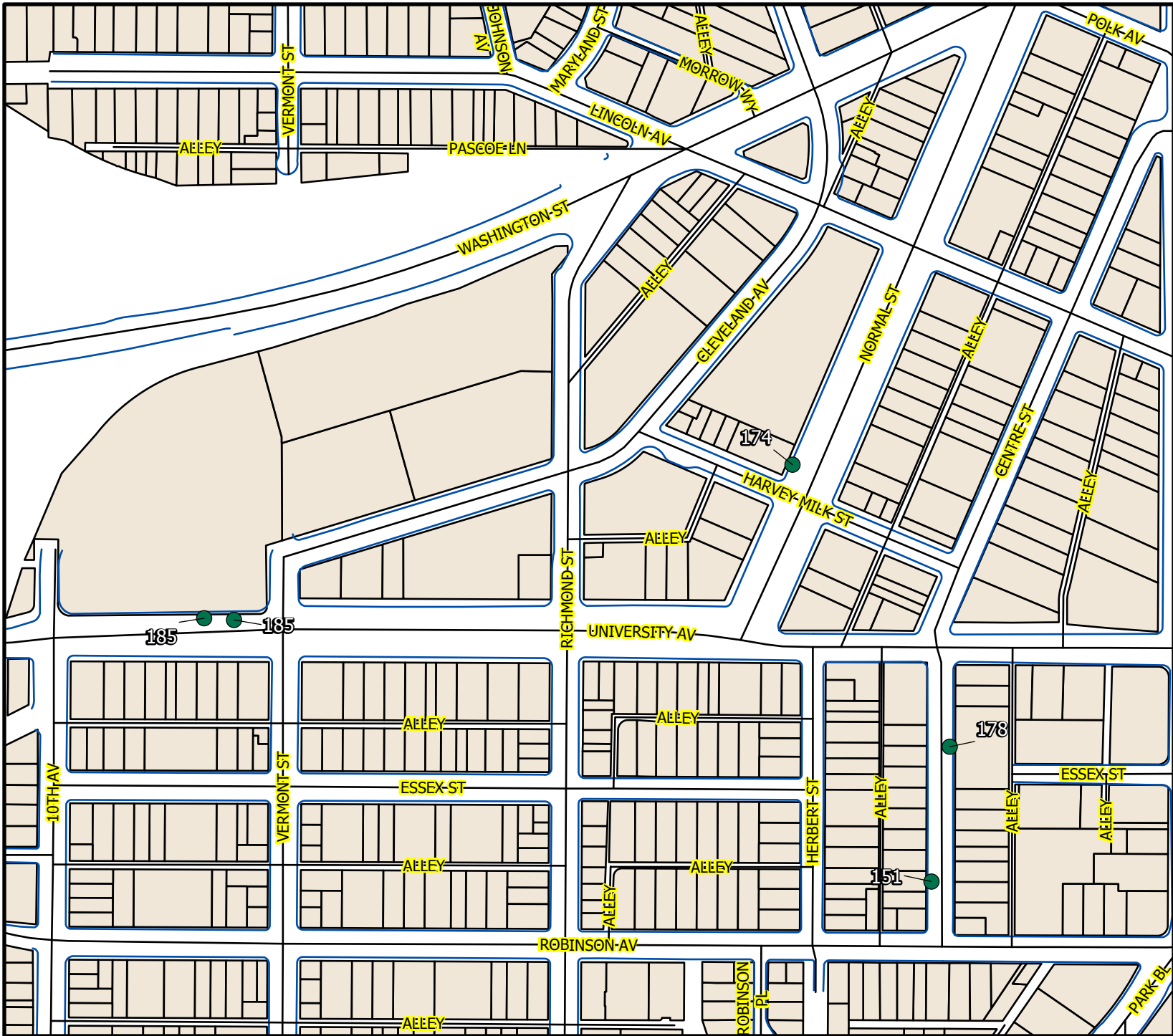
Transportation
& Storm Water

Street Division
Sidewalk
Replacement
Group 1604



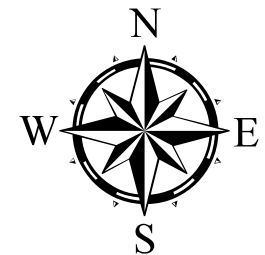
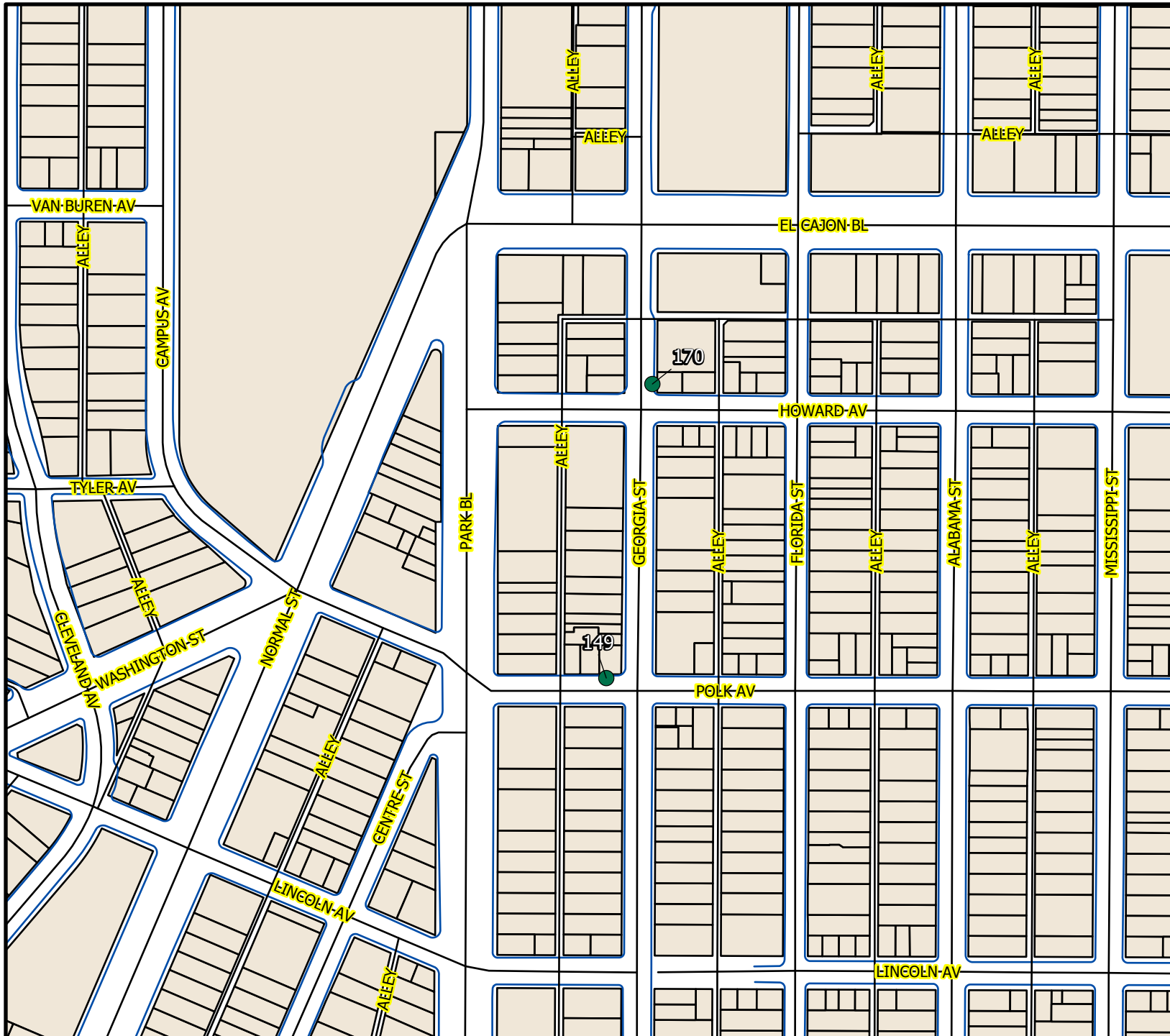


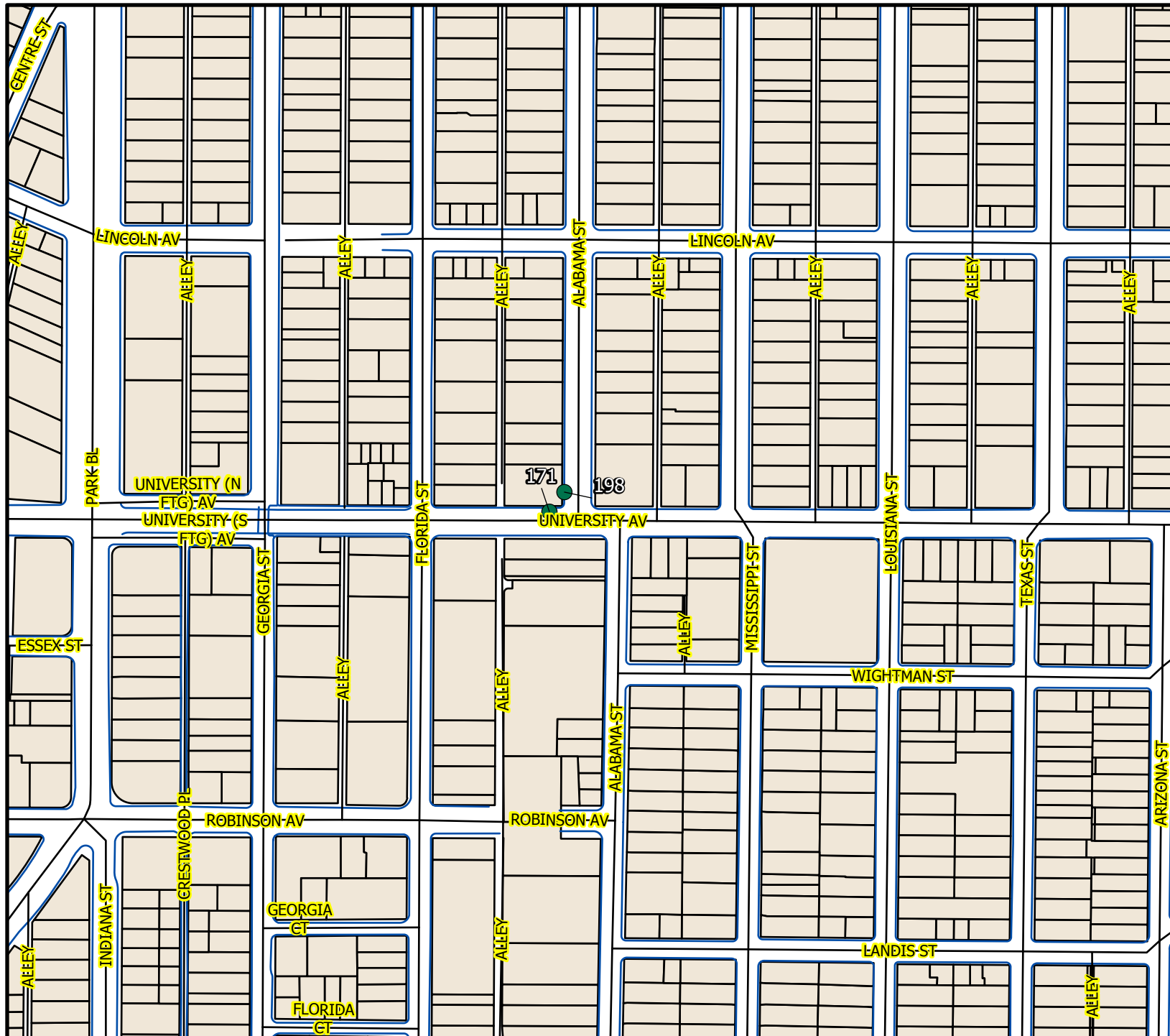


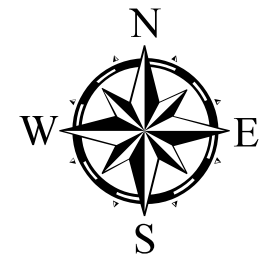


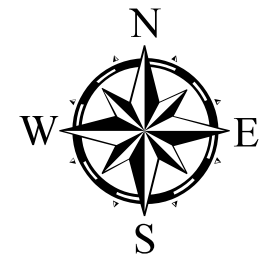
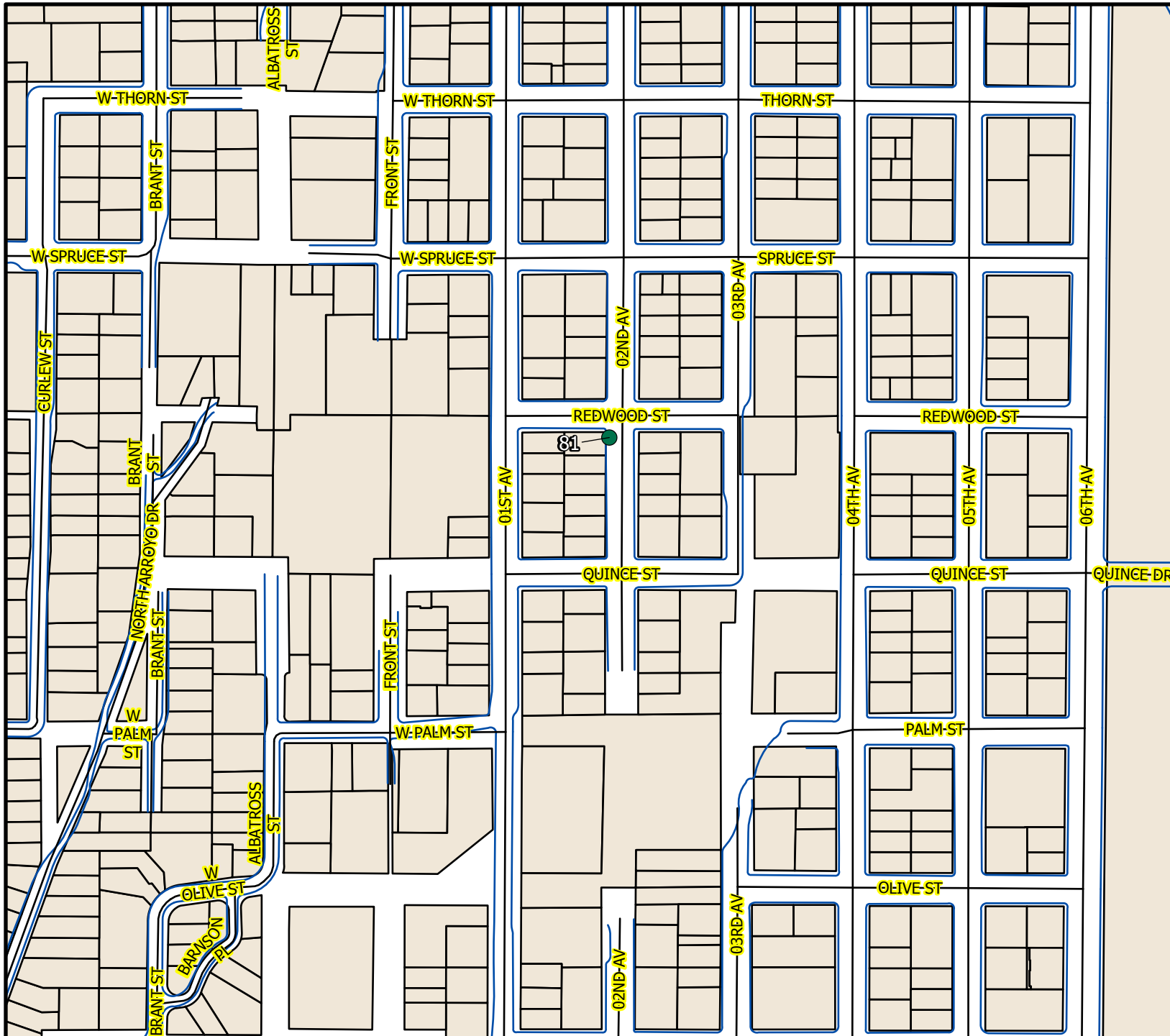
Transportation
& Storm Water

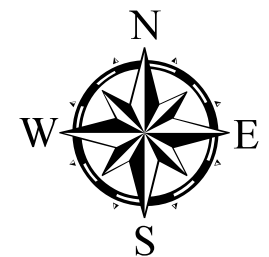
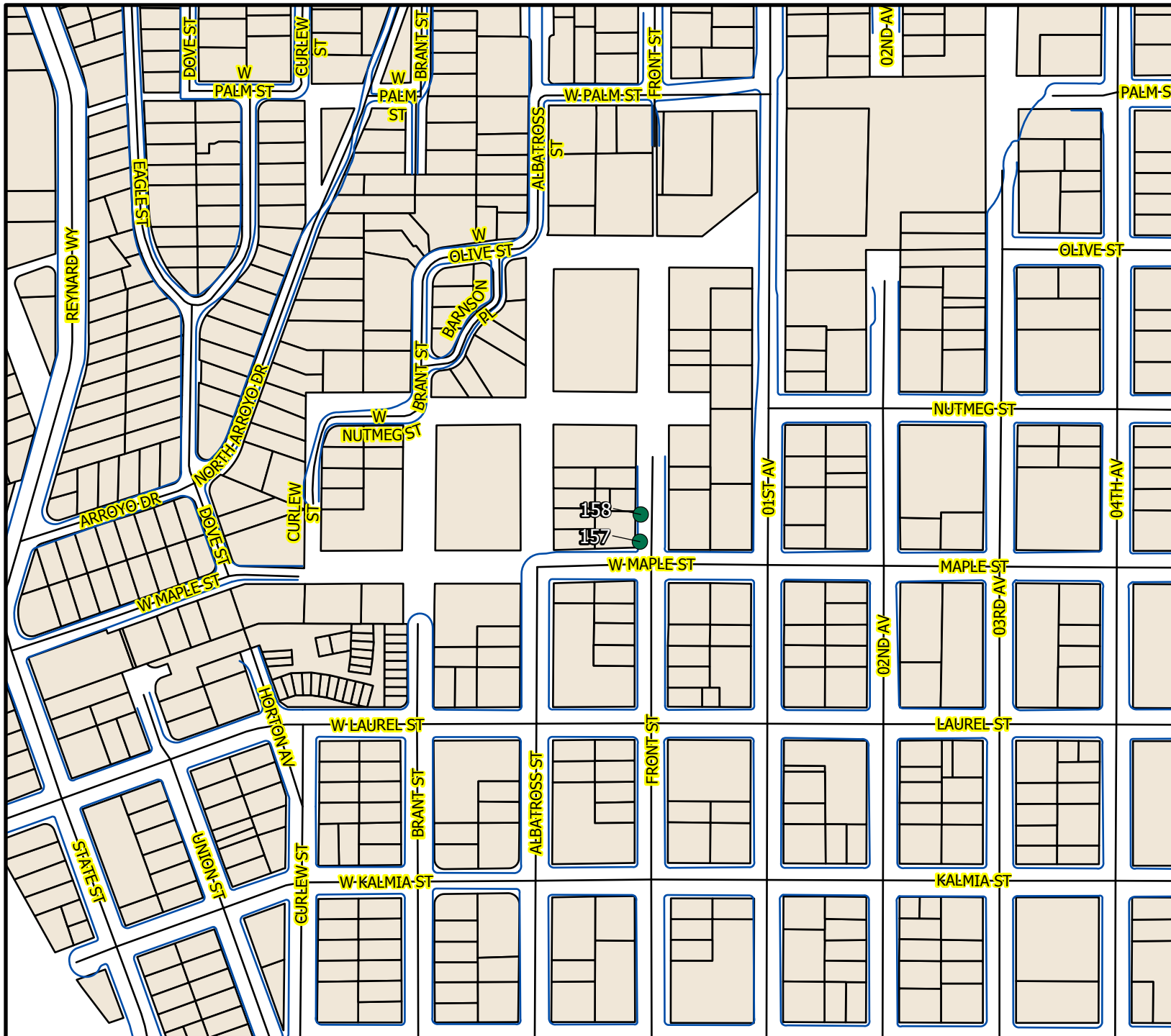
Street Division
Sidewalk
Replacement
Group 1604

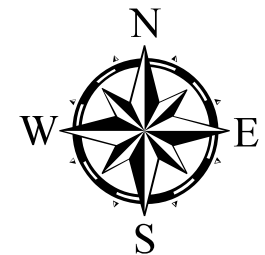


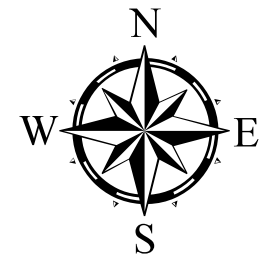
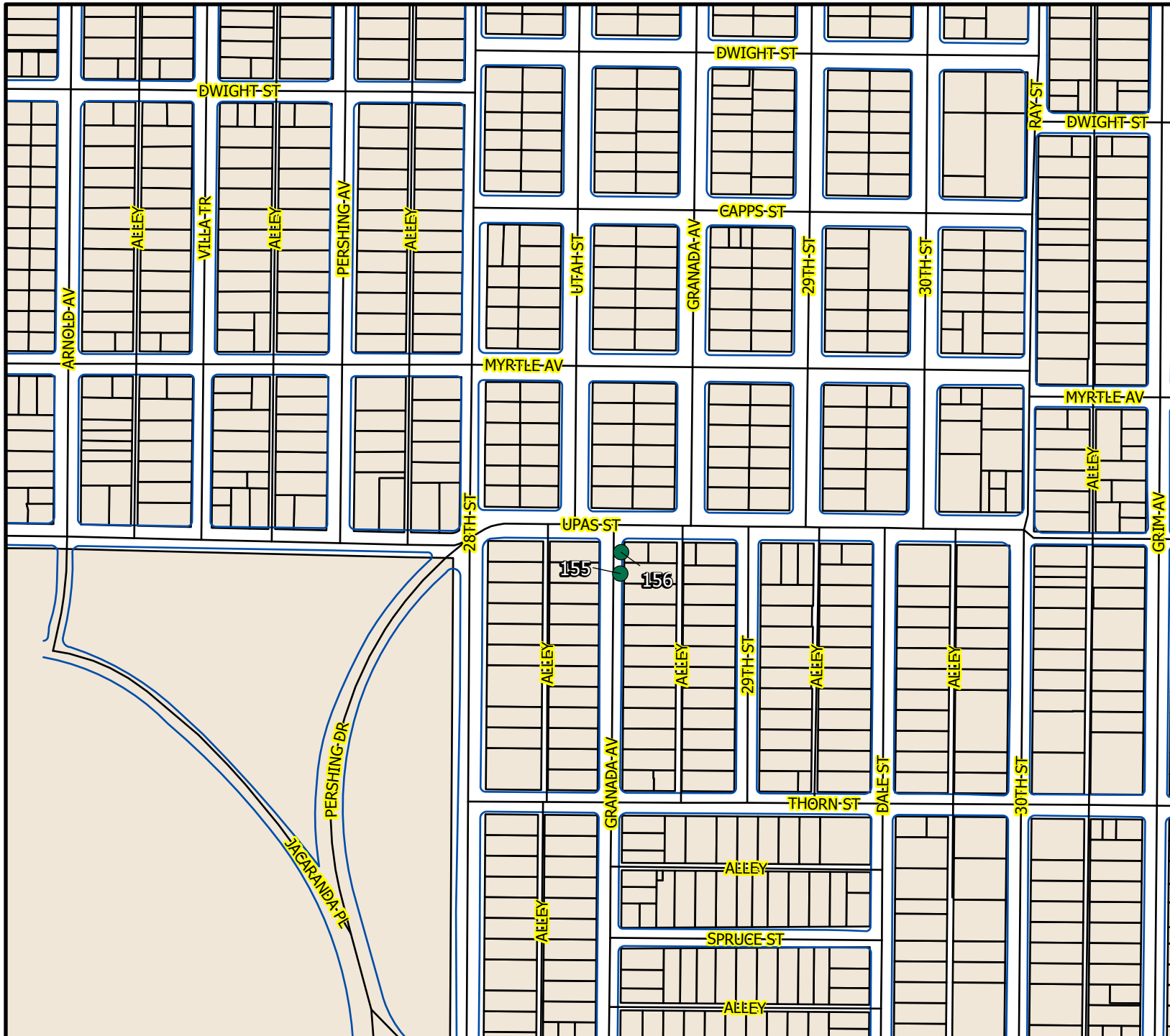


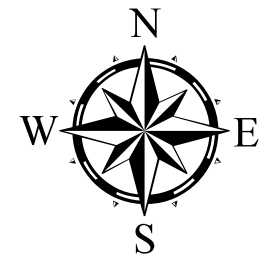


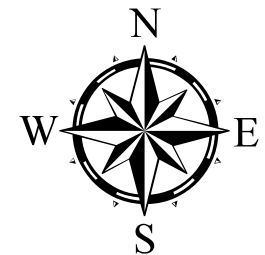
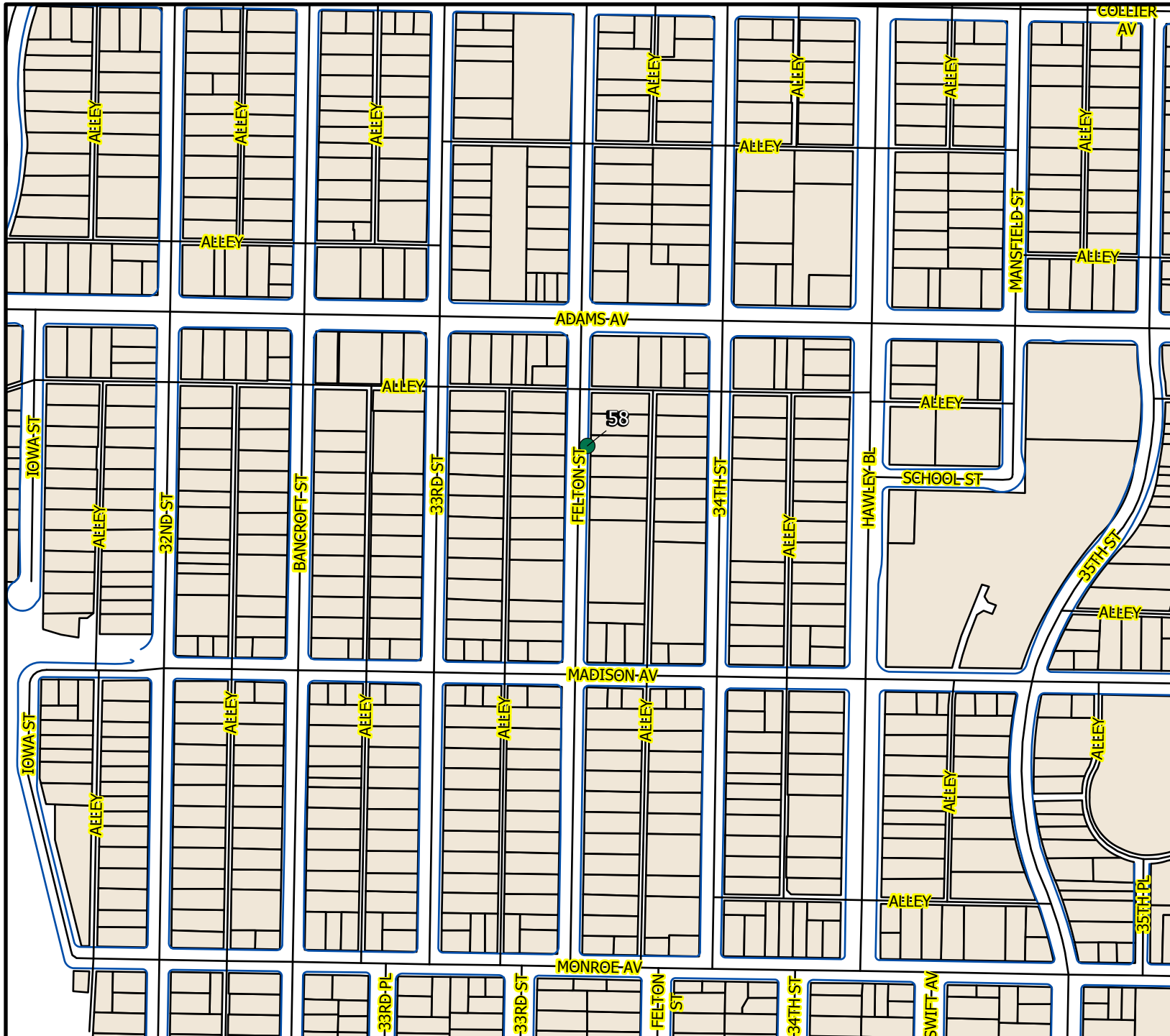


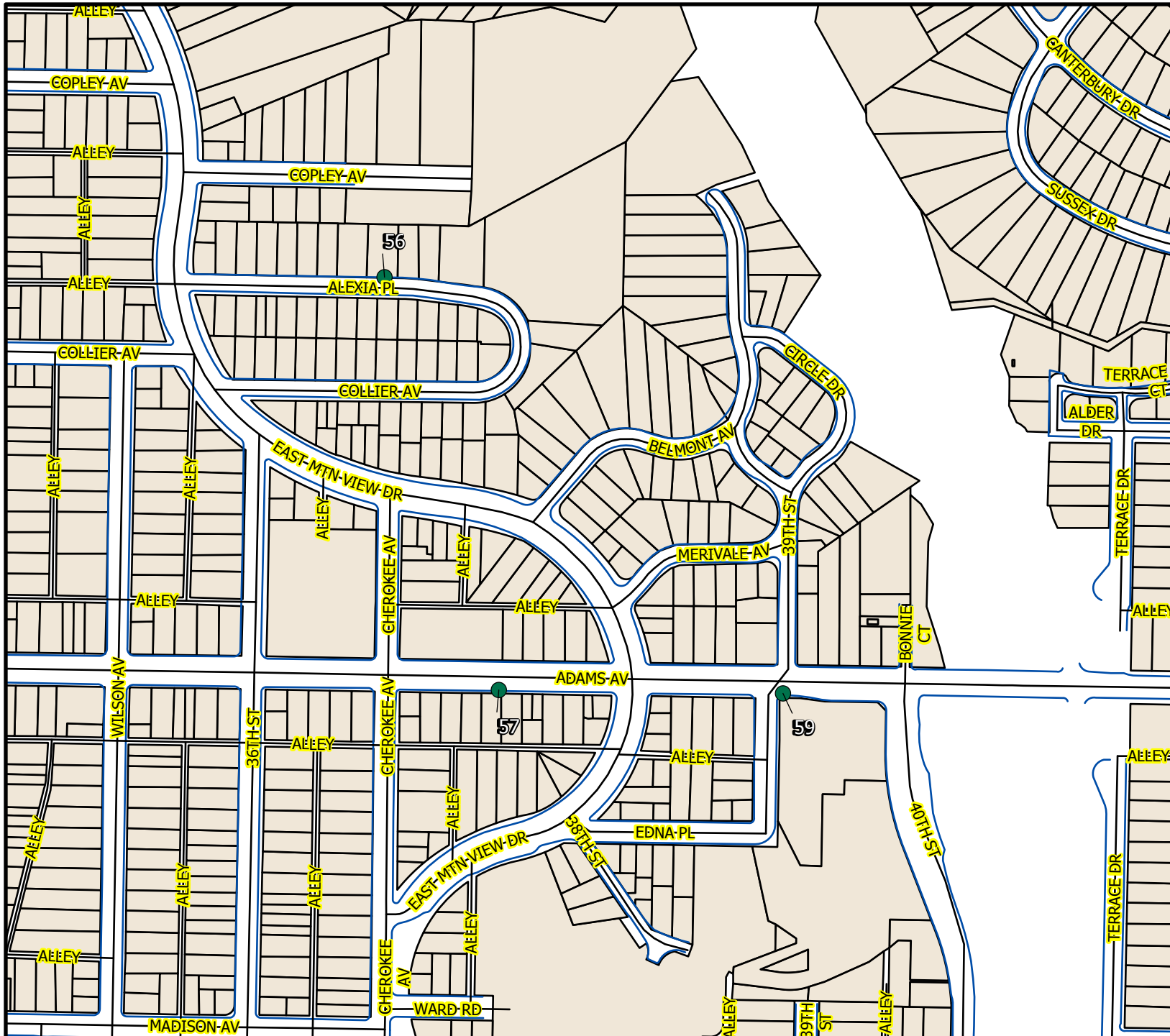






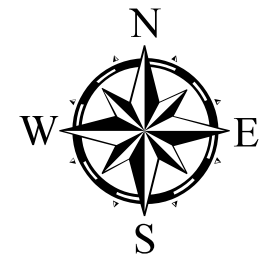
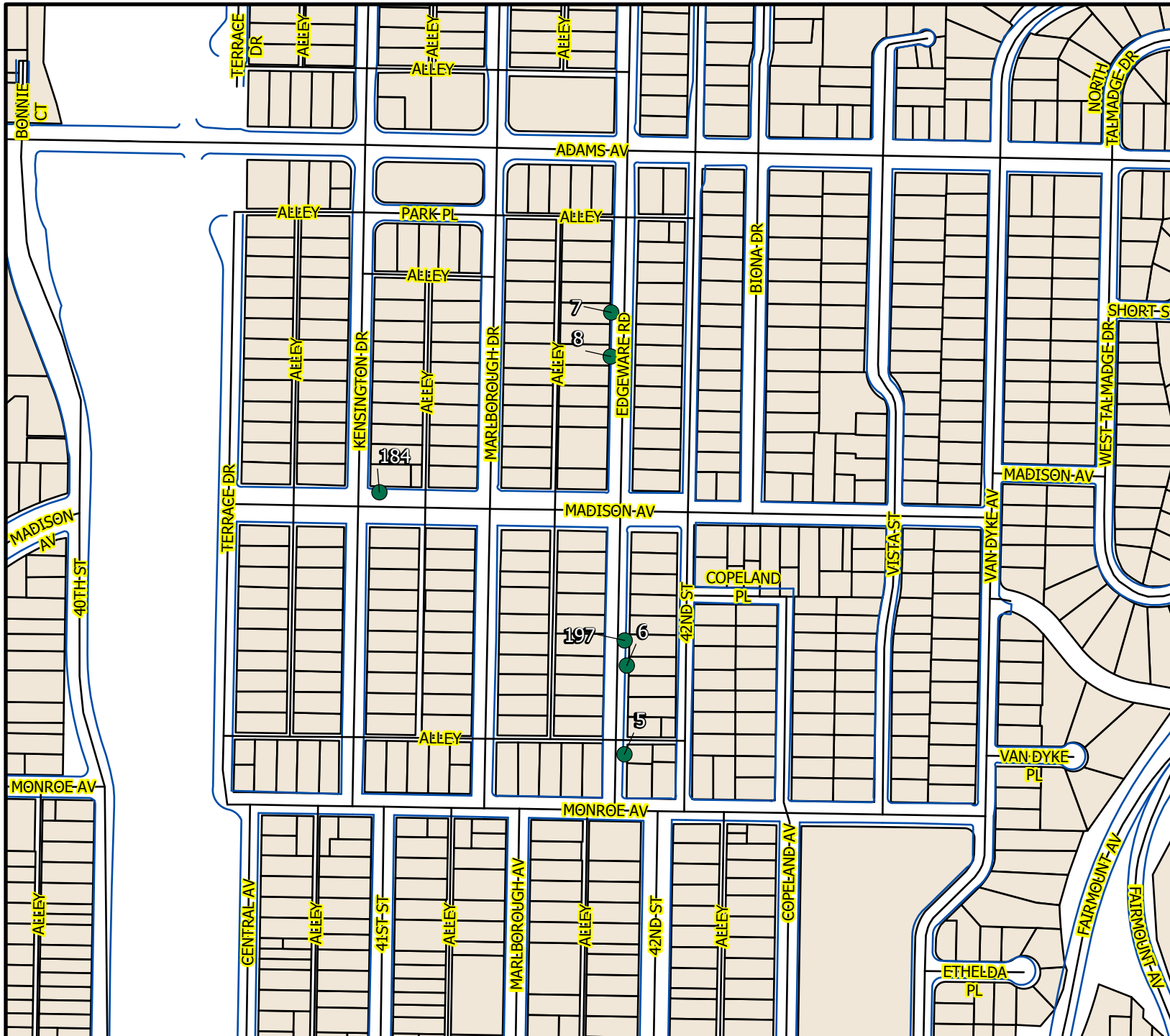


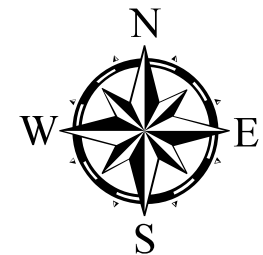
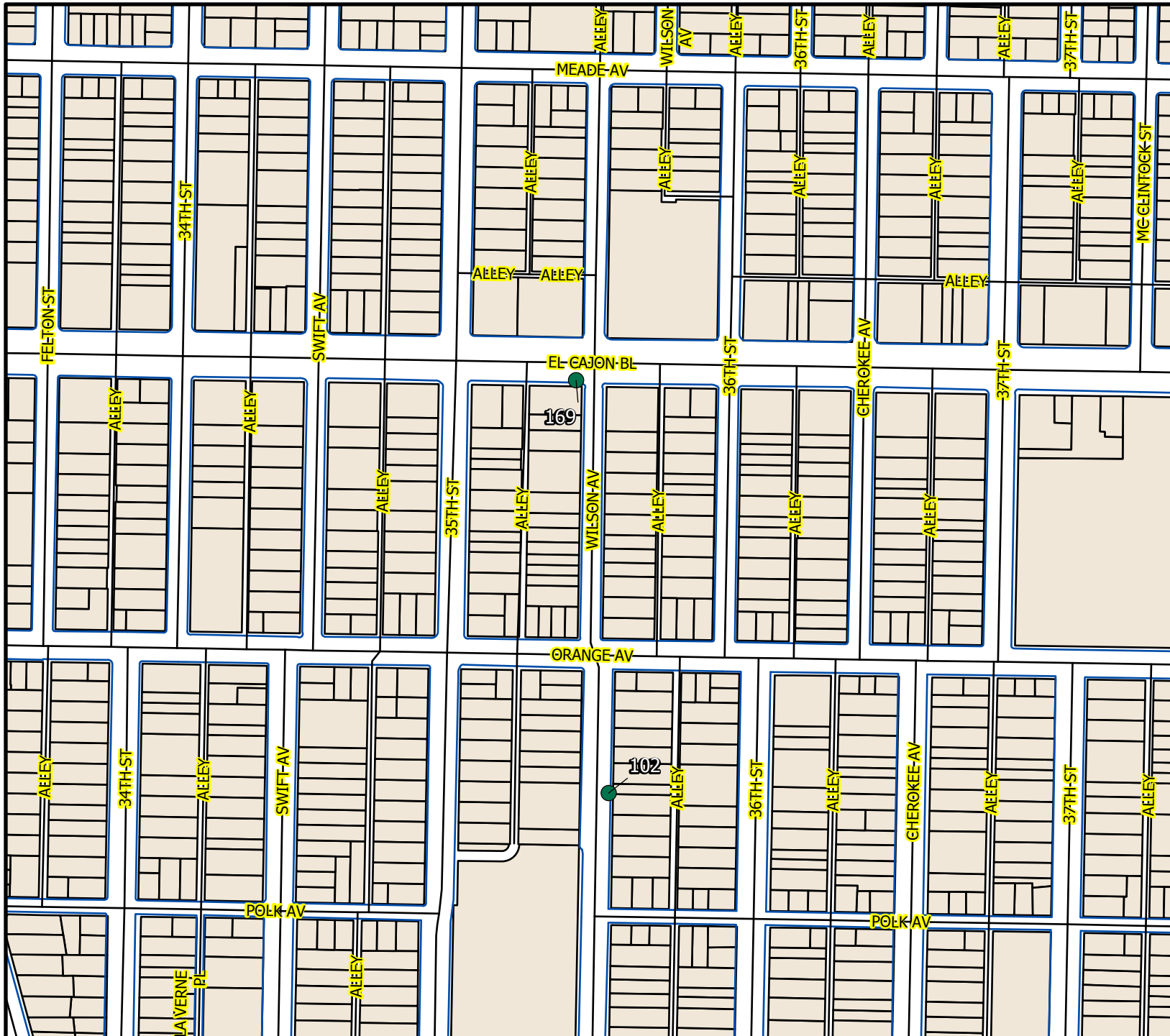


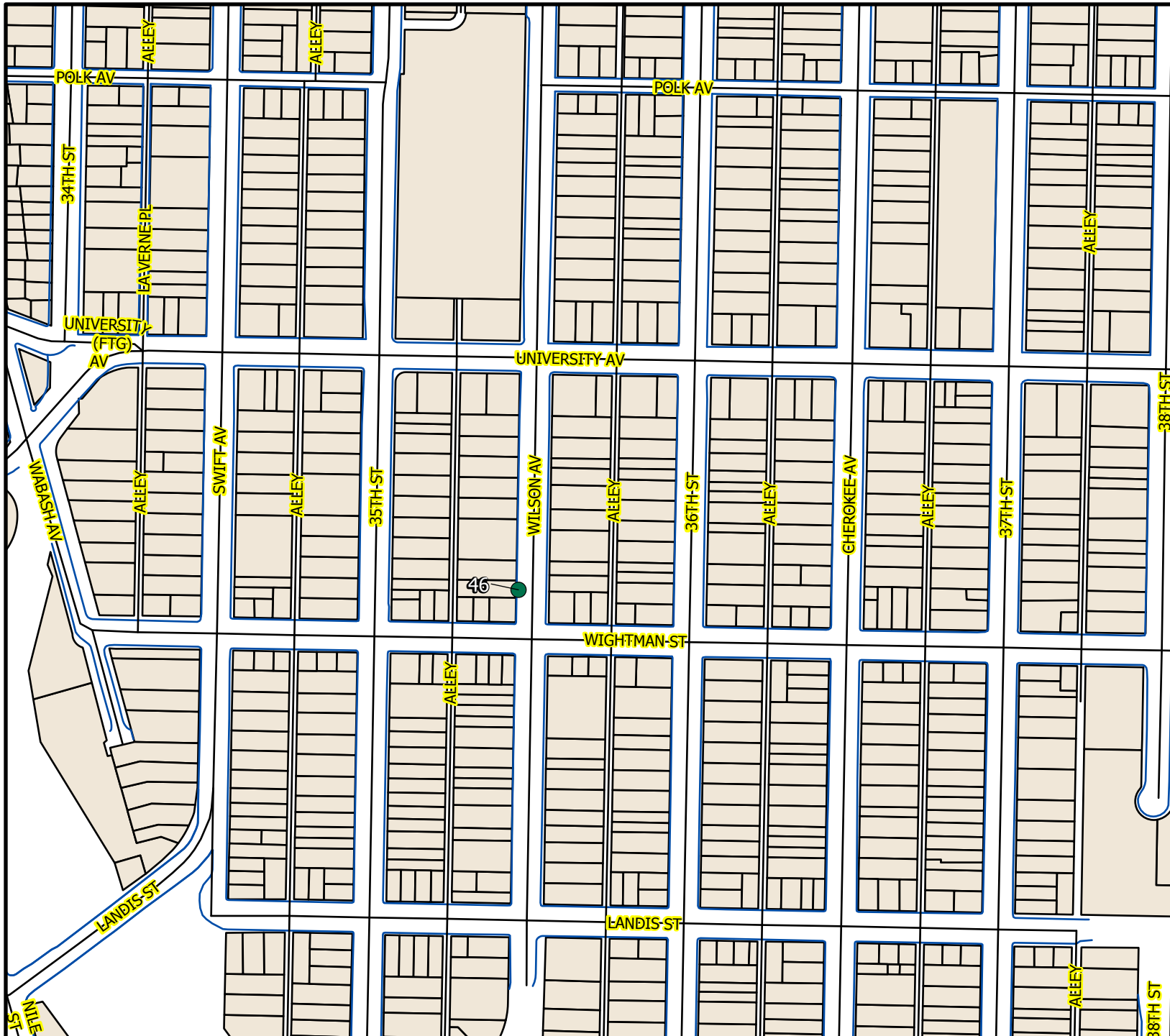


Transportation
& Storm Water

Street Division
Sidewalk
Replacement
Group 1604

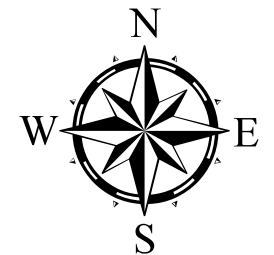


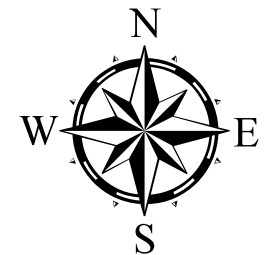


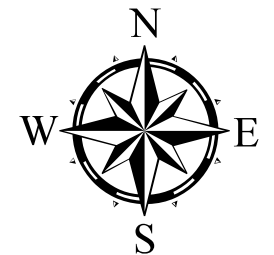


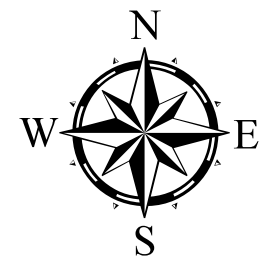
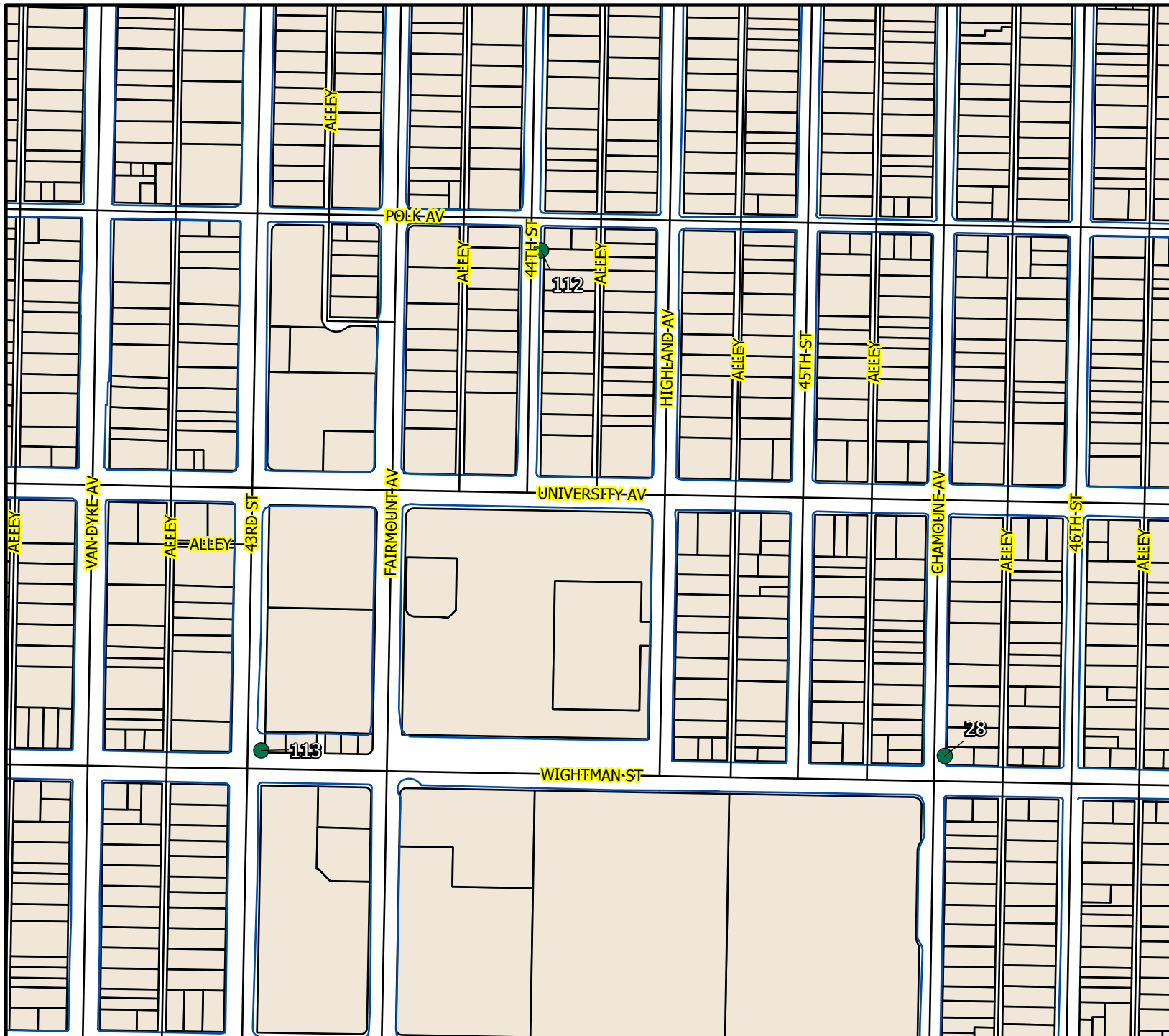
Transportation
 & Storm Water

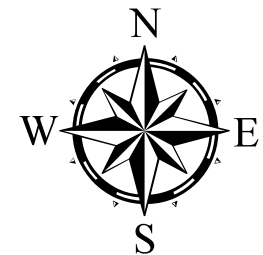
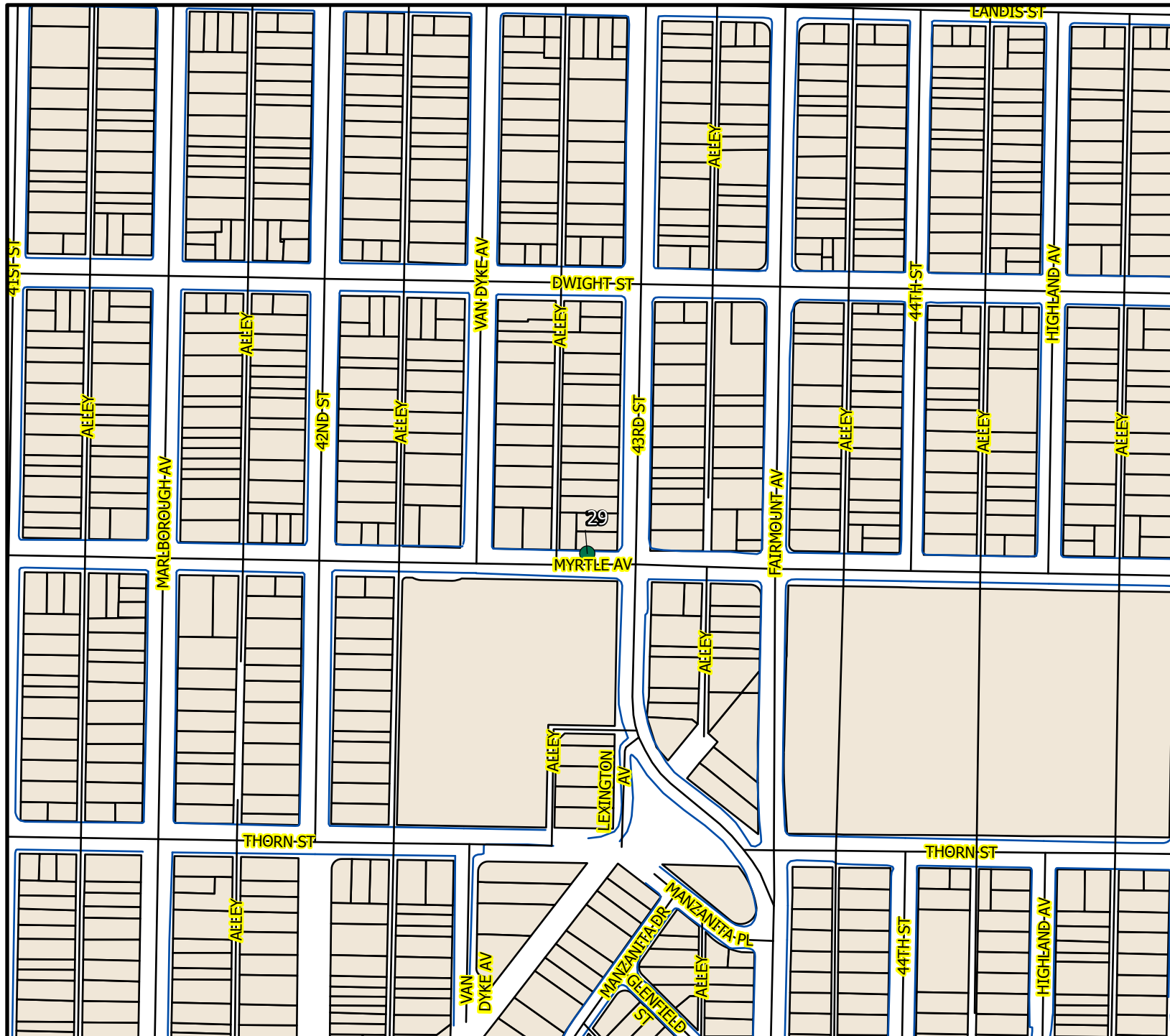
Street Division
 Sidewalk
 Replacement
 Group 1604

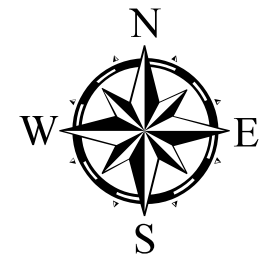


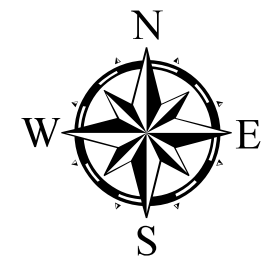
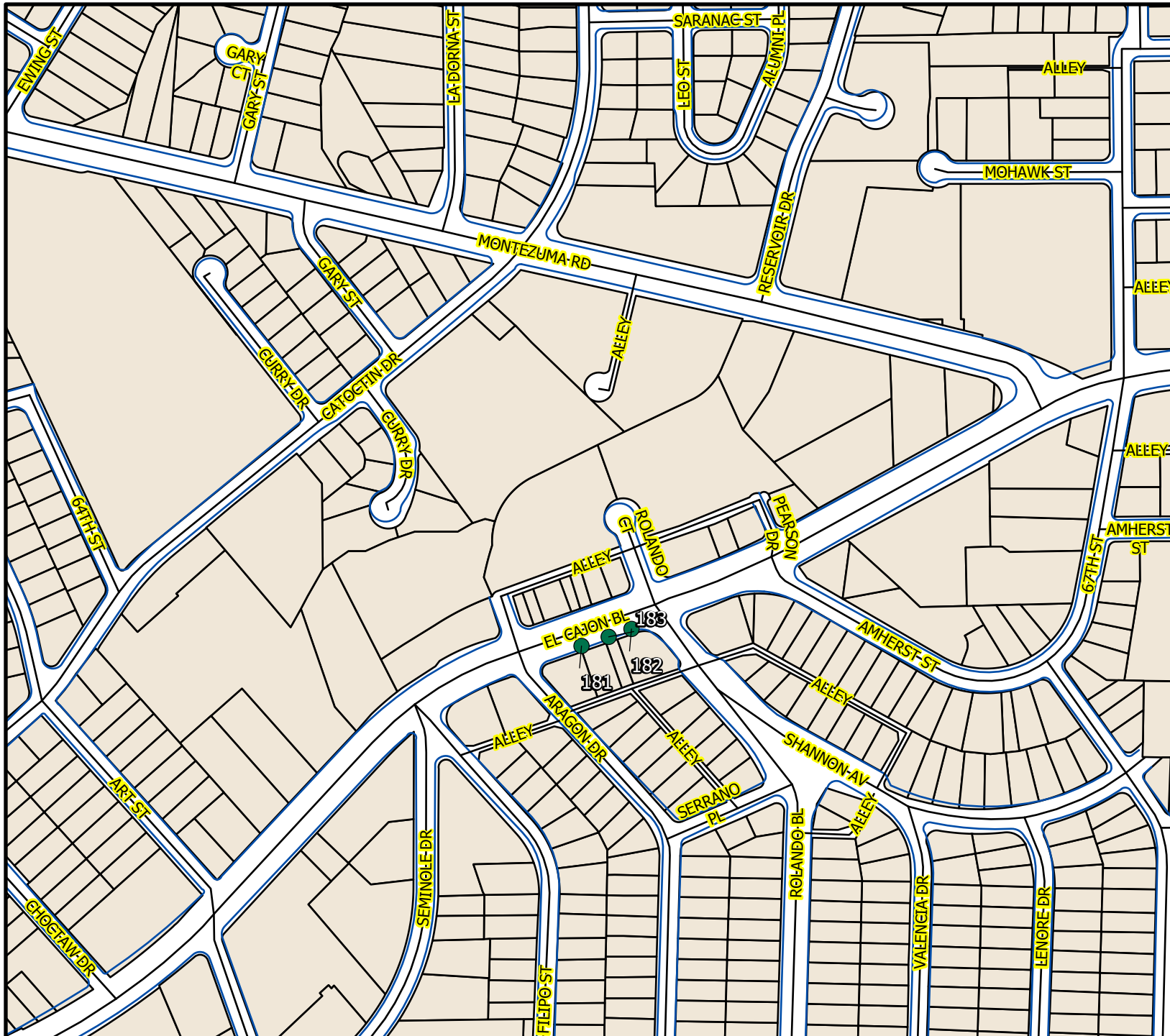






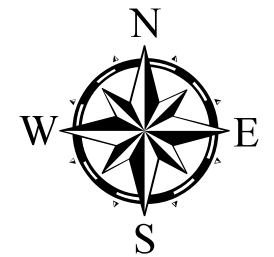
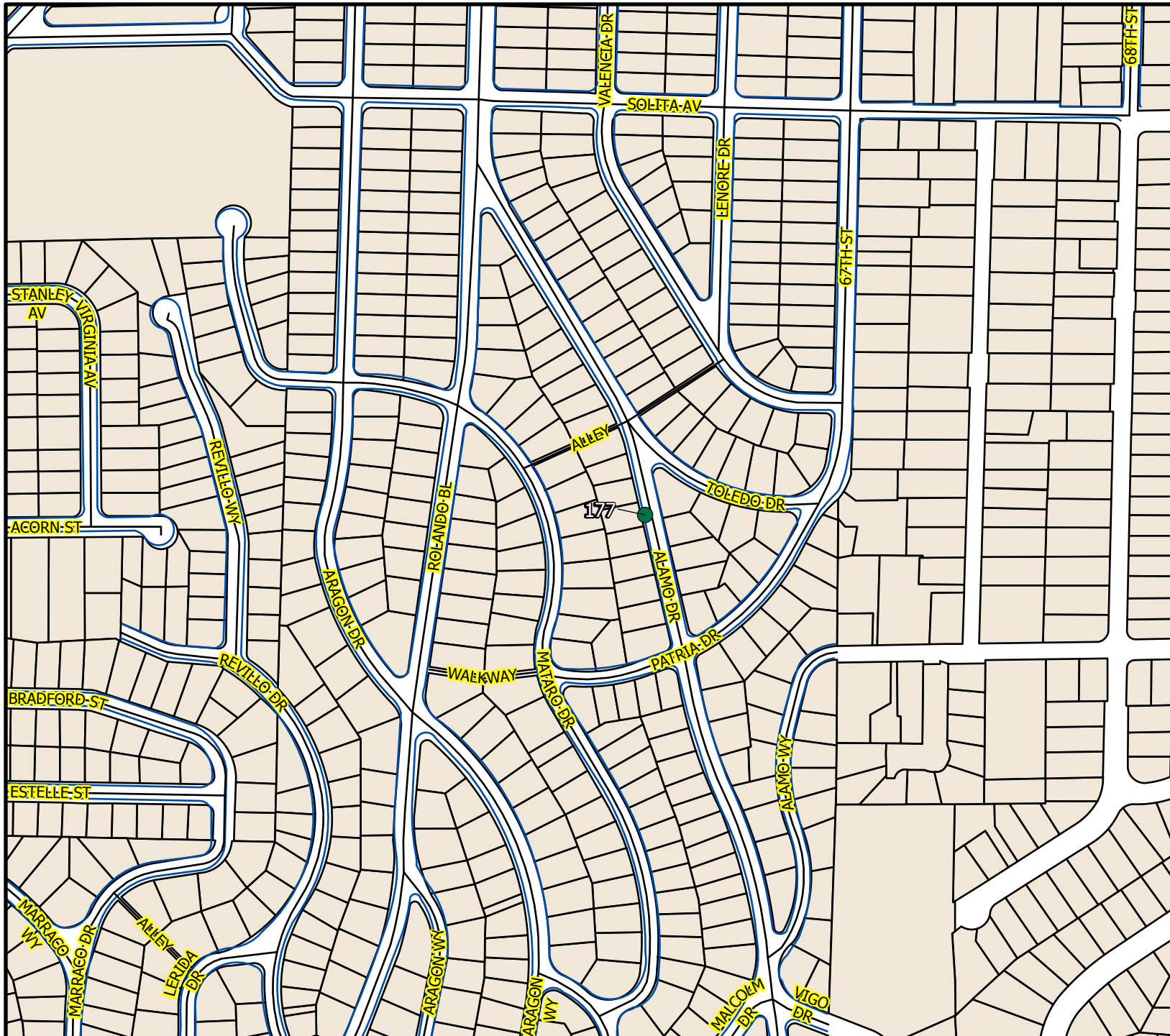


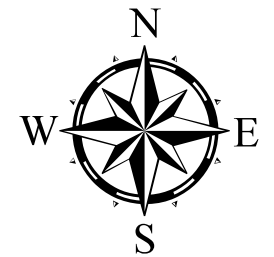
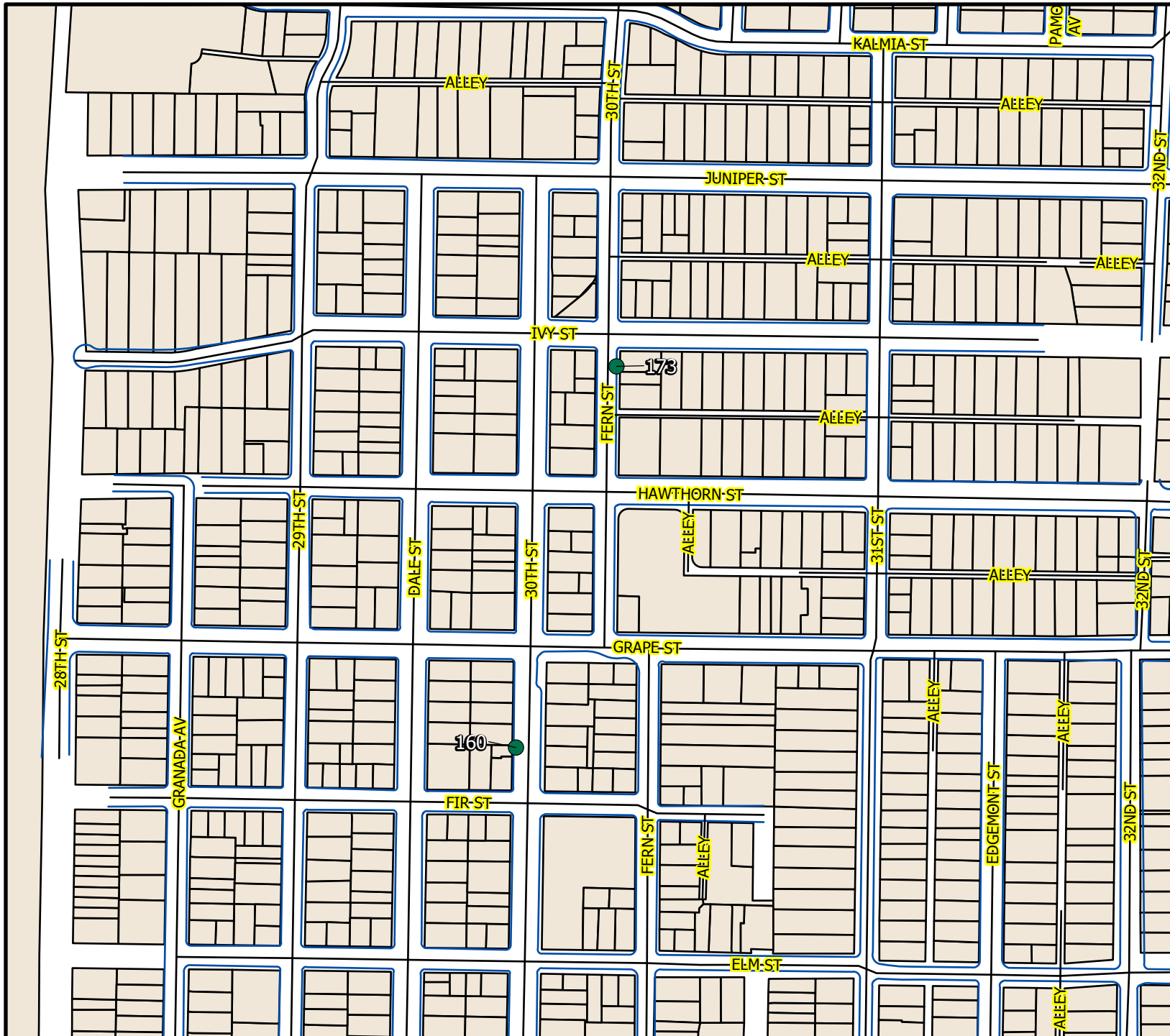


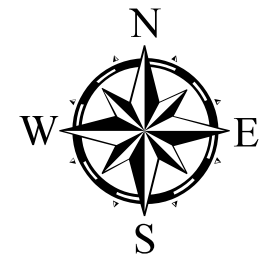
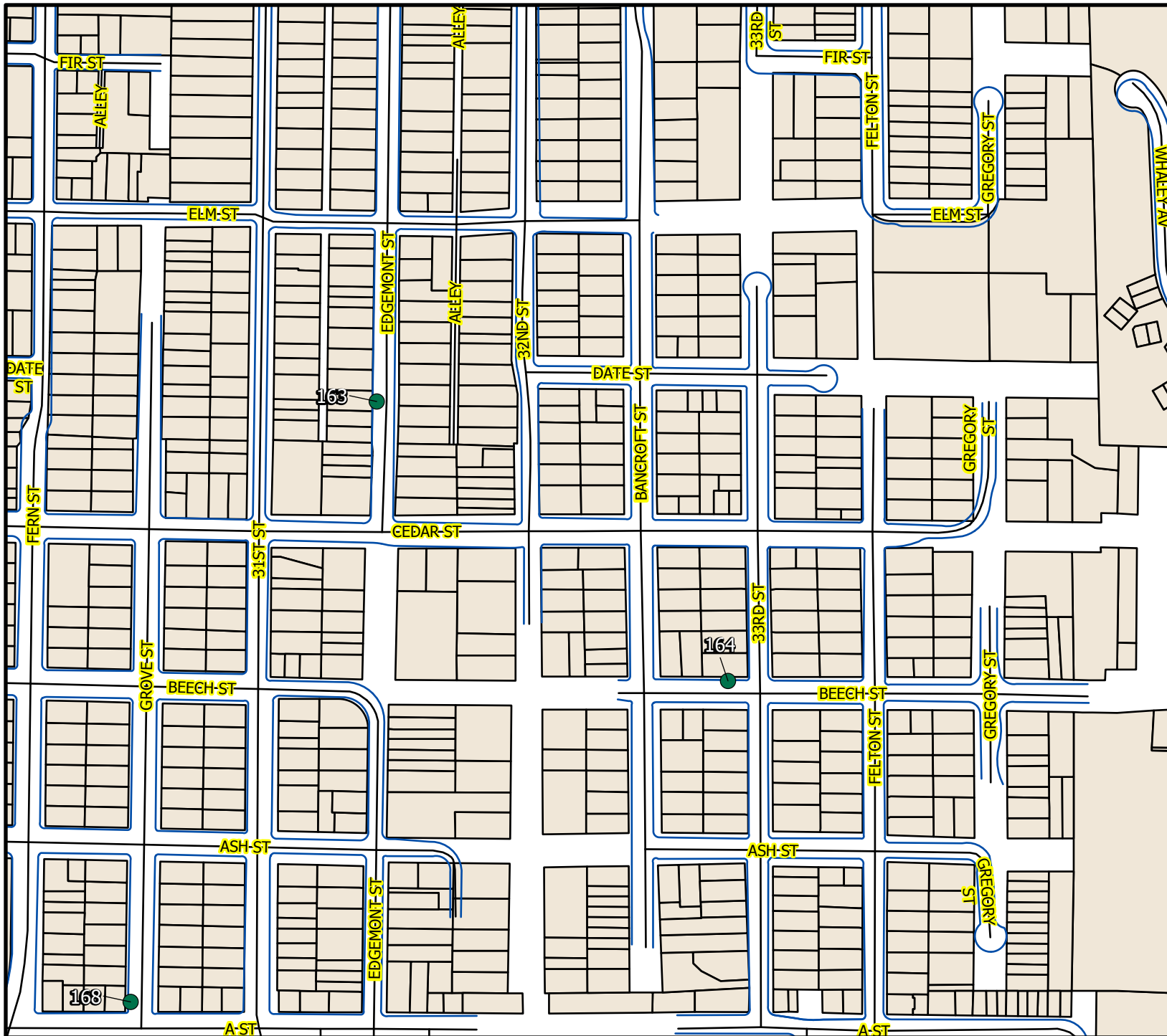


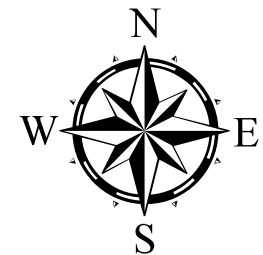
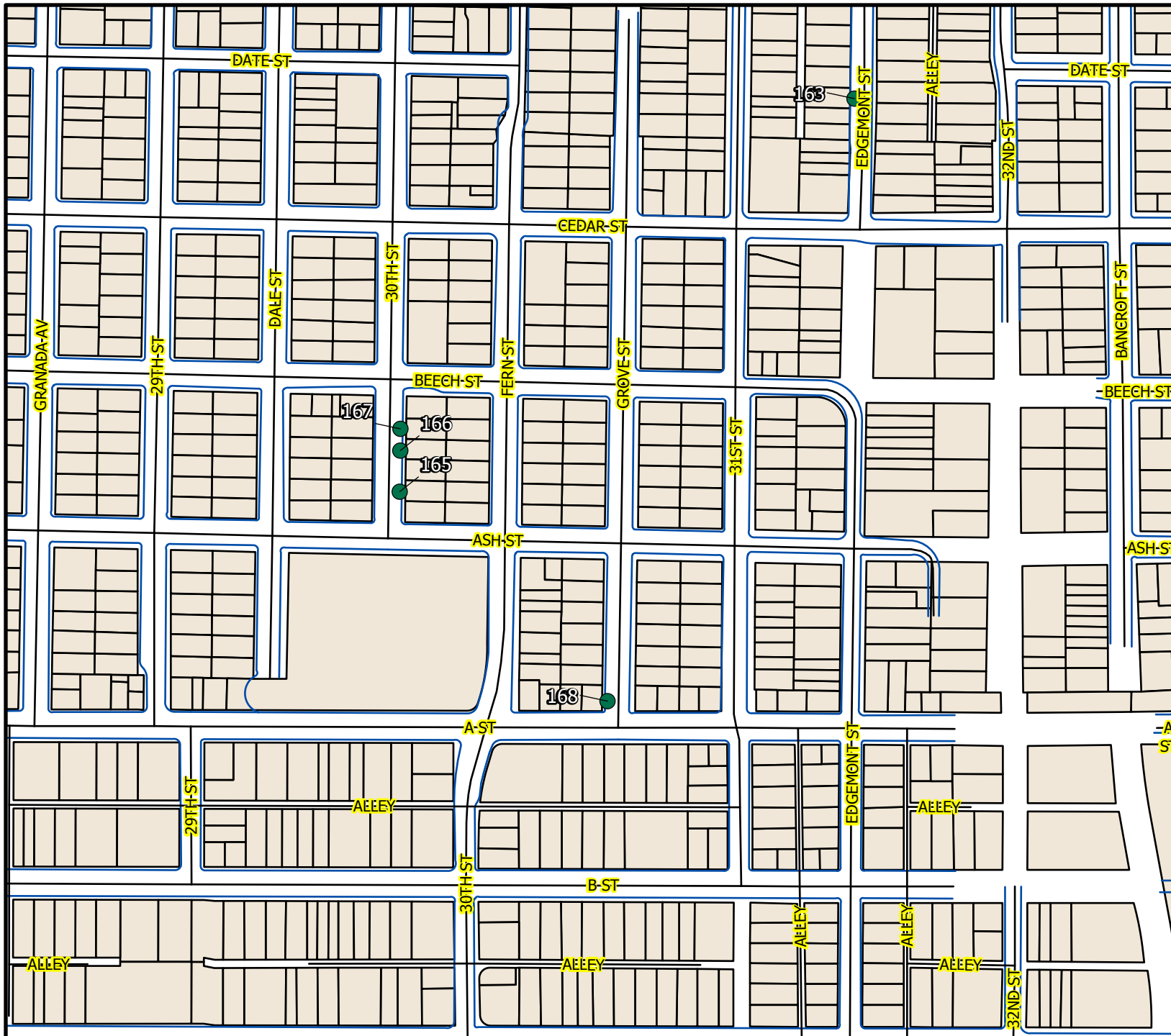
Transportation
& Storm Water

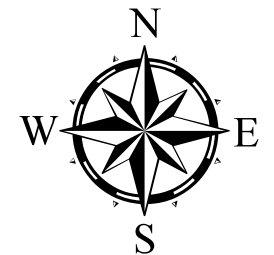
Street Division
Sidewalk
Replacement
Group 1604

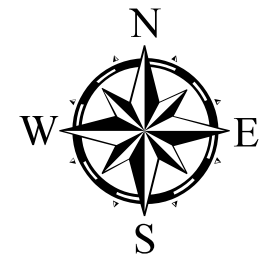
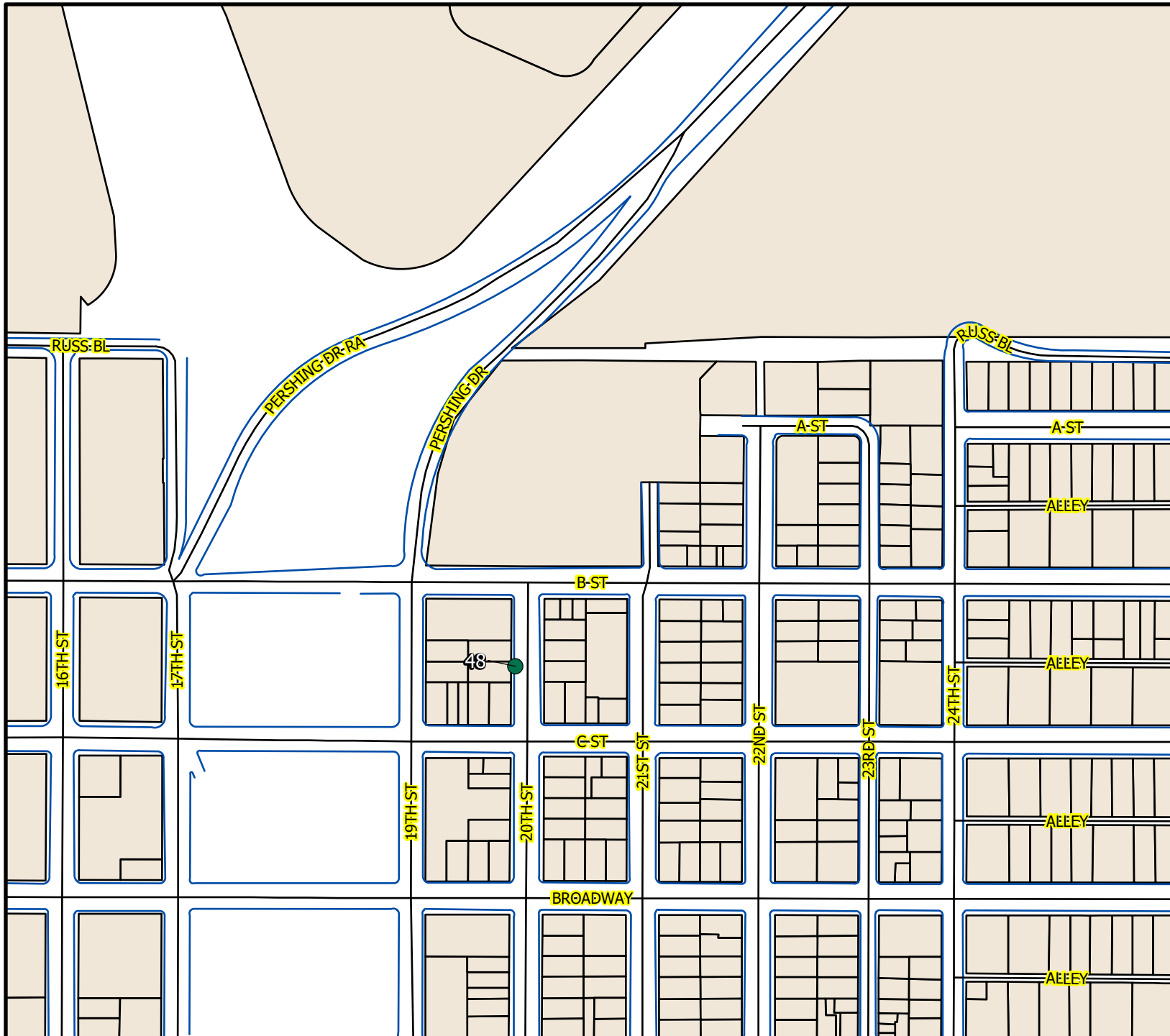


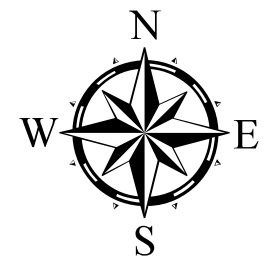


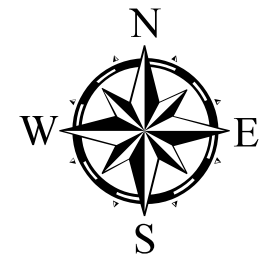
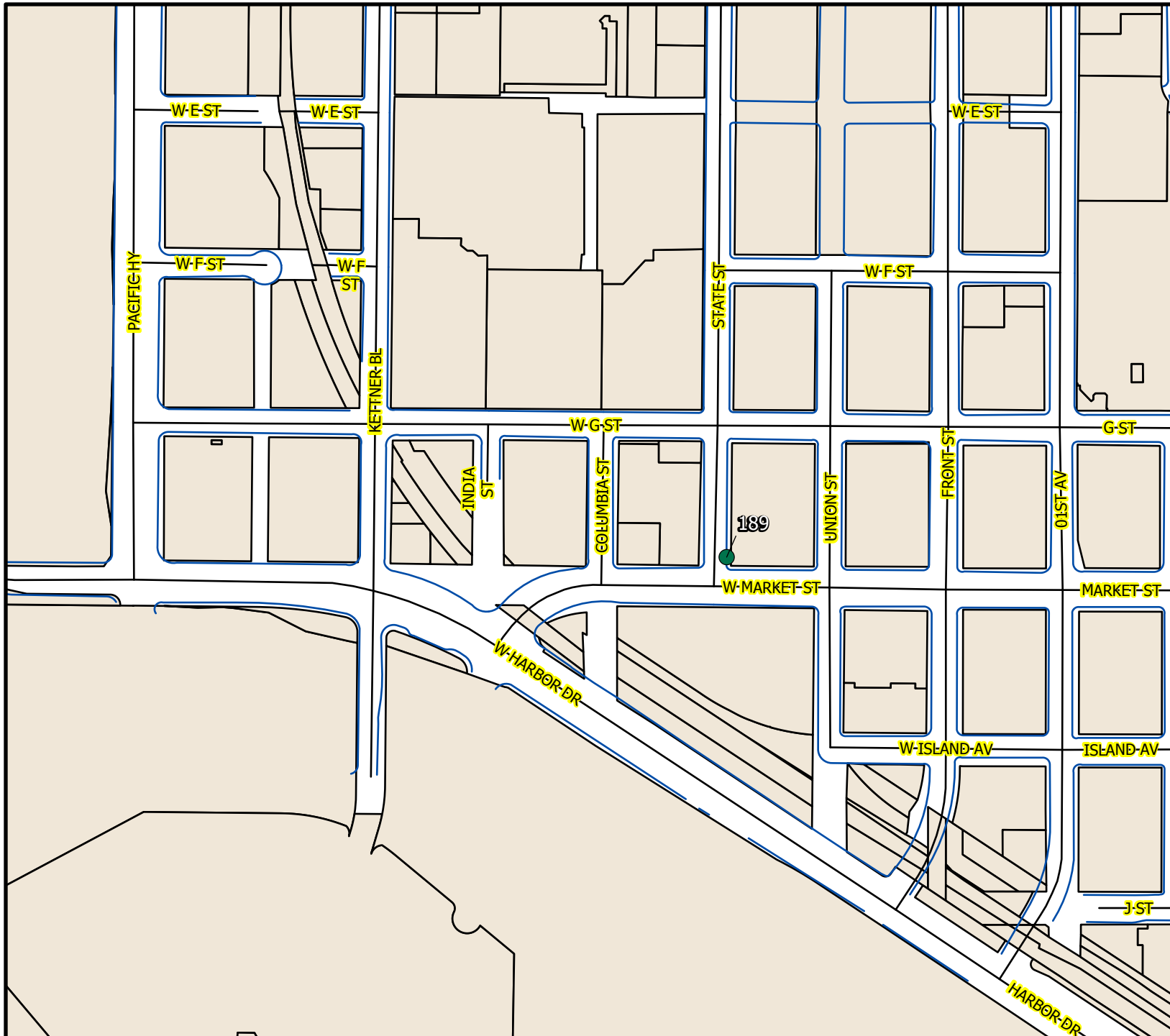


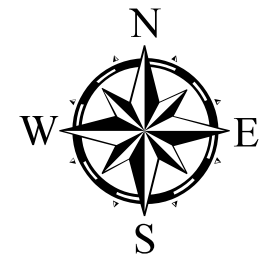


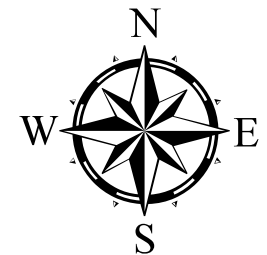
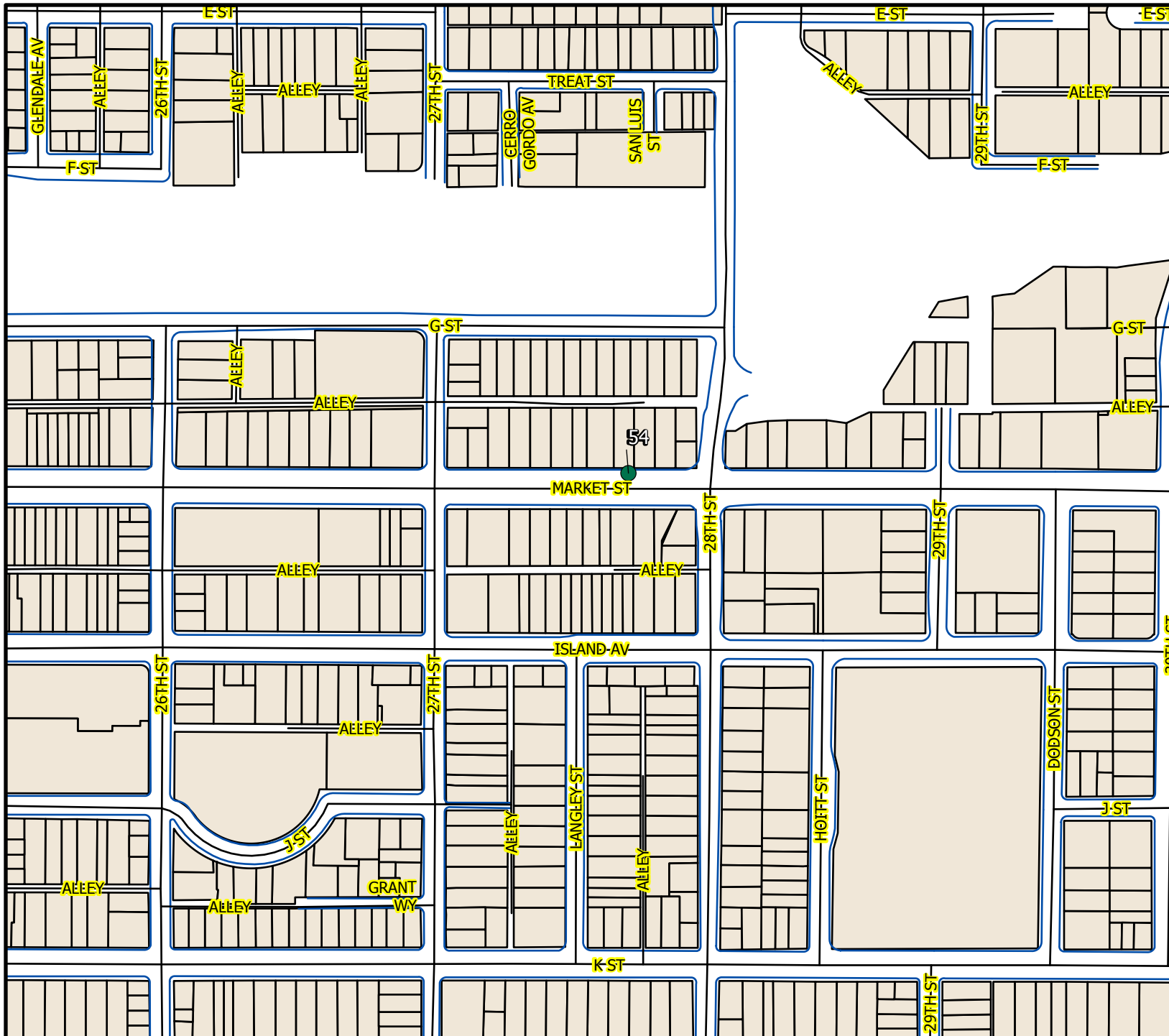


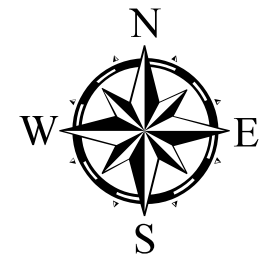
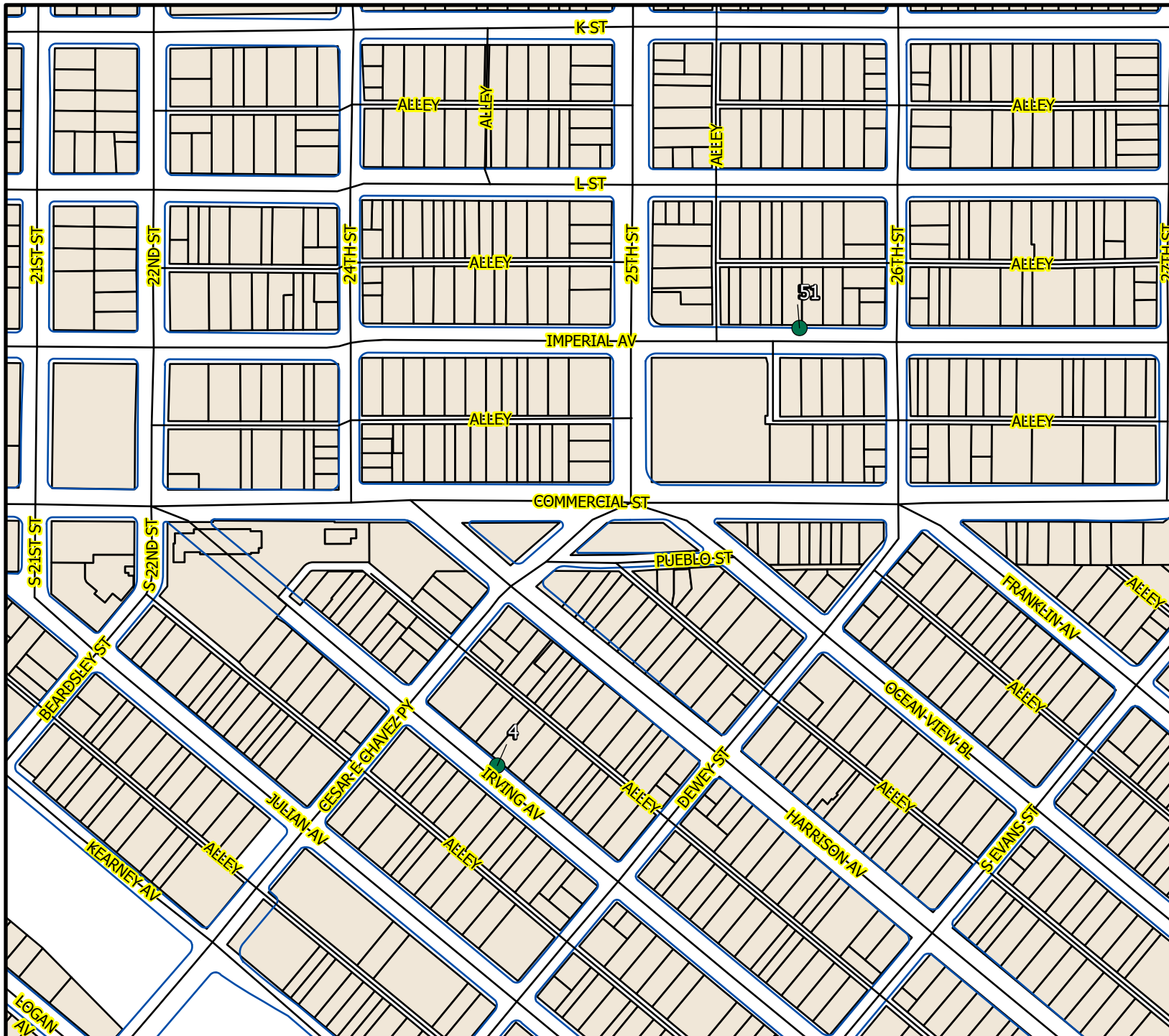


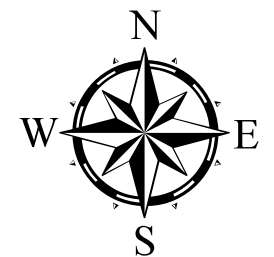
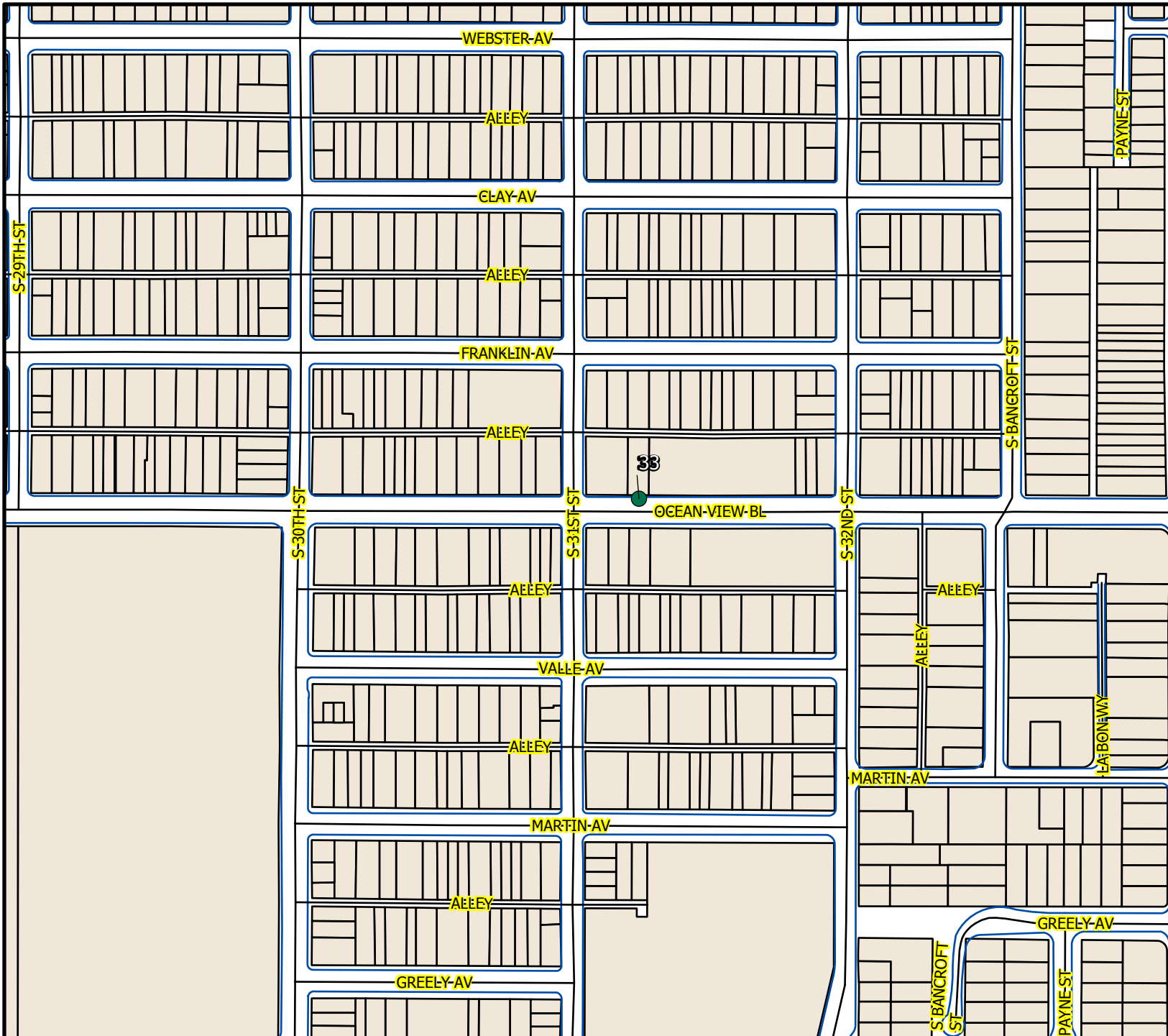


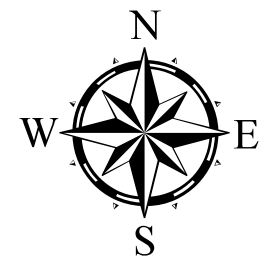
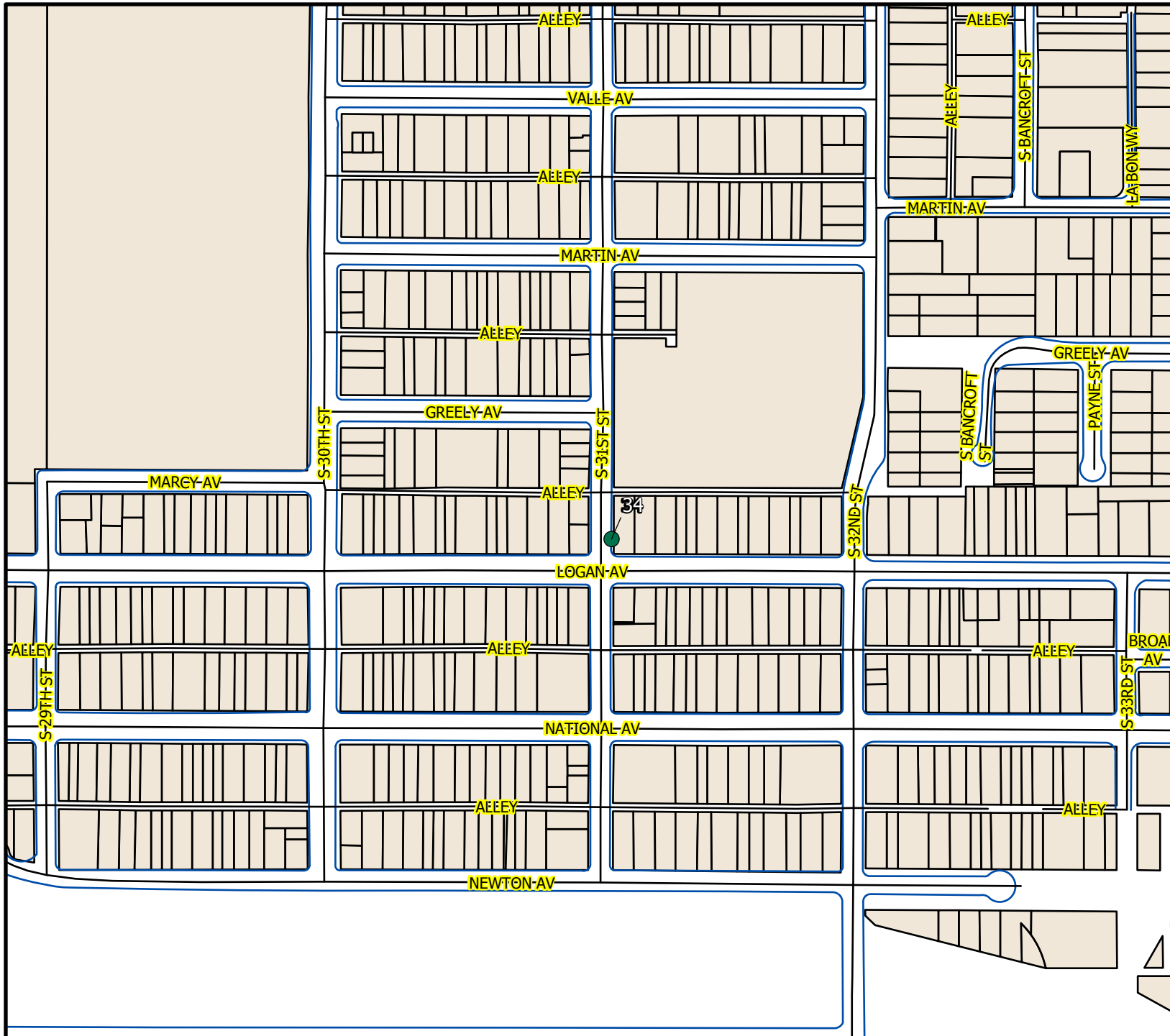






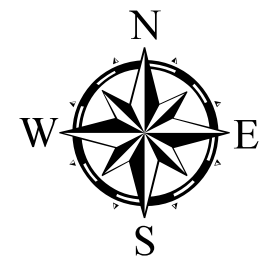
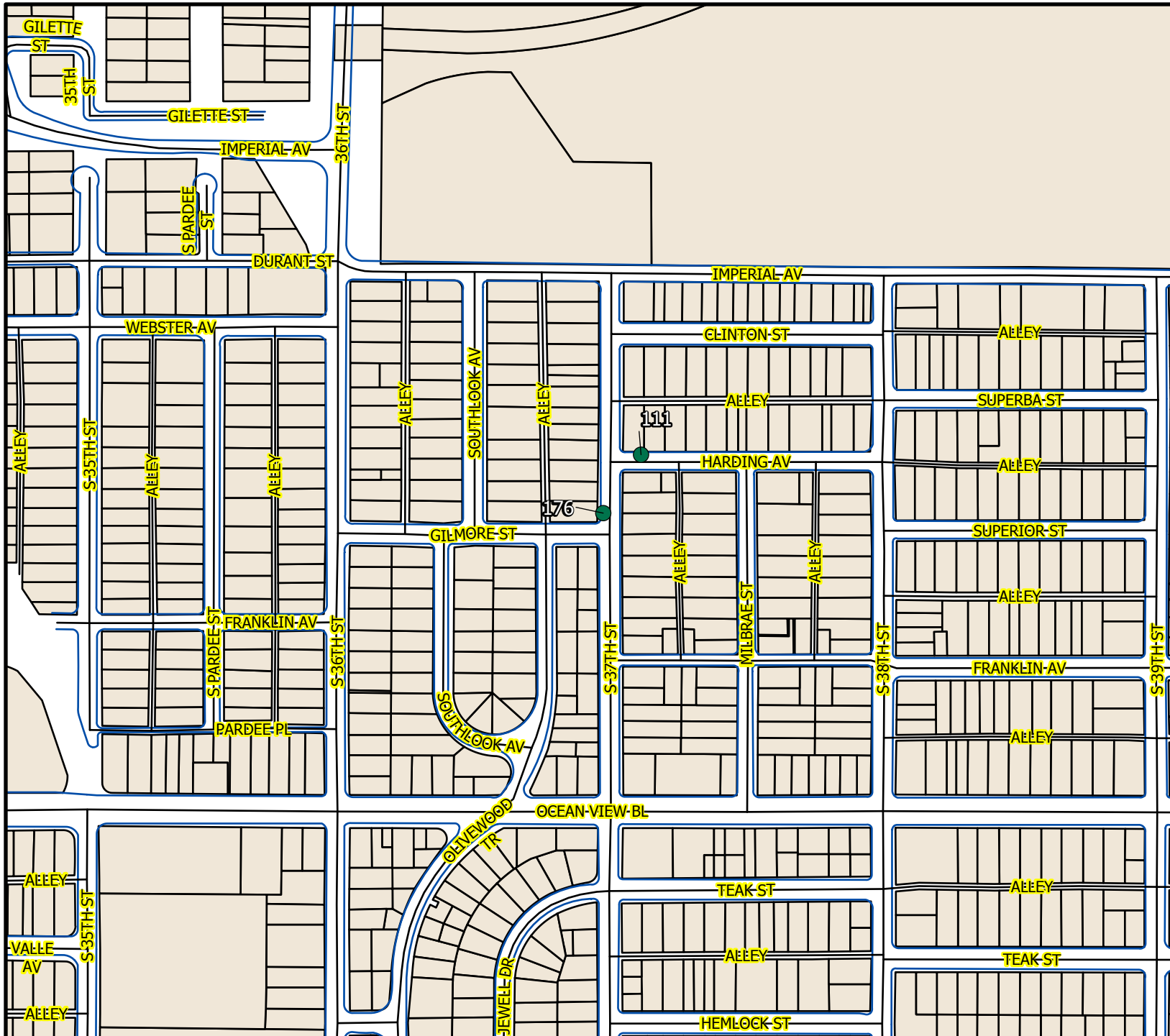


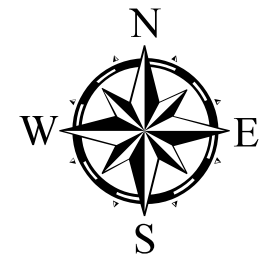
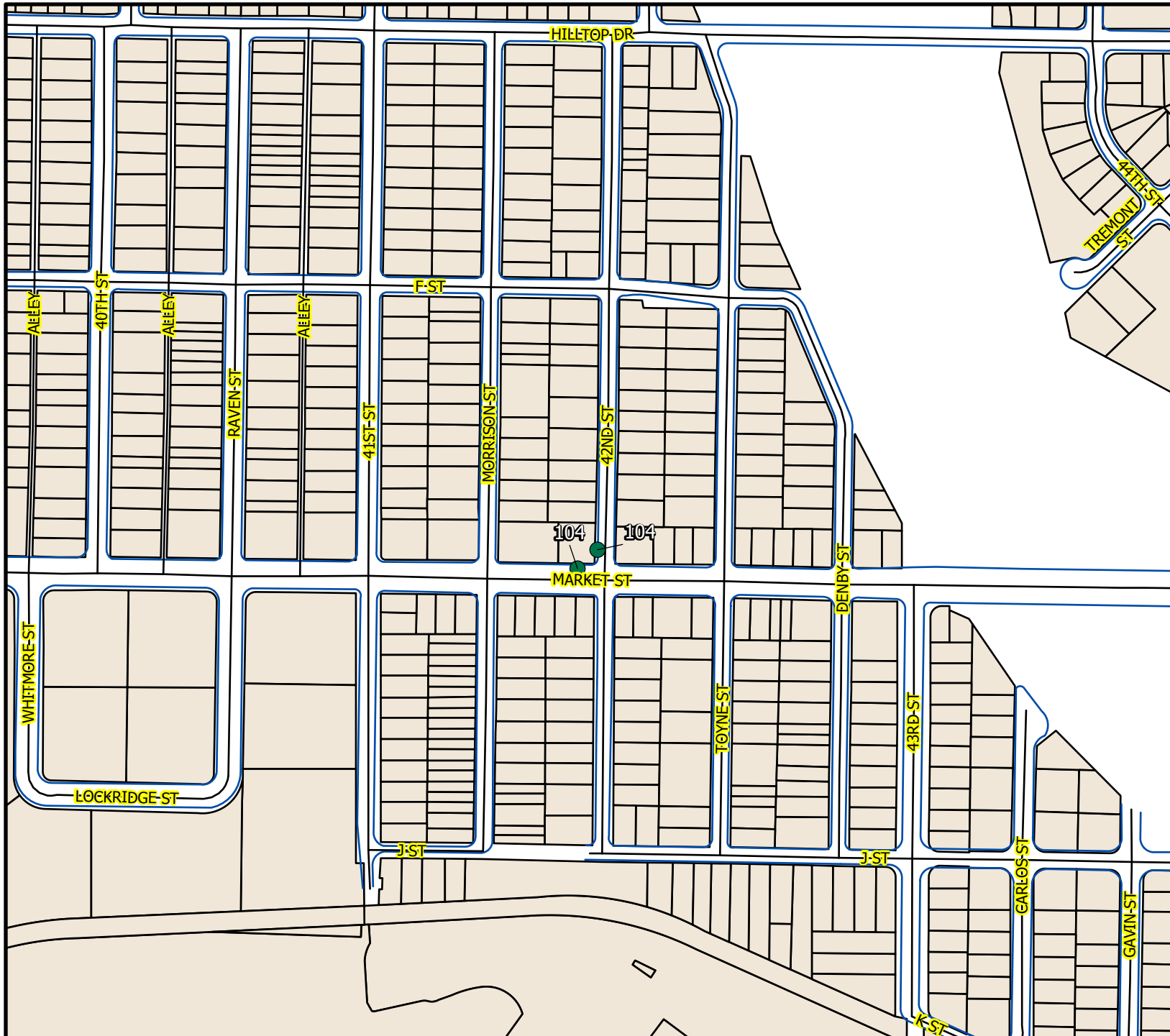


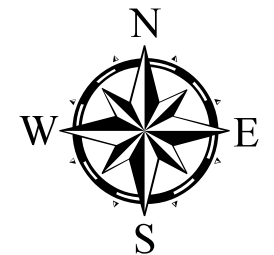
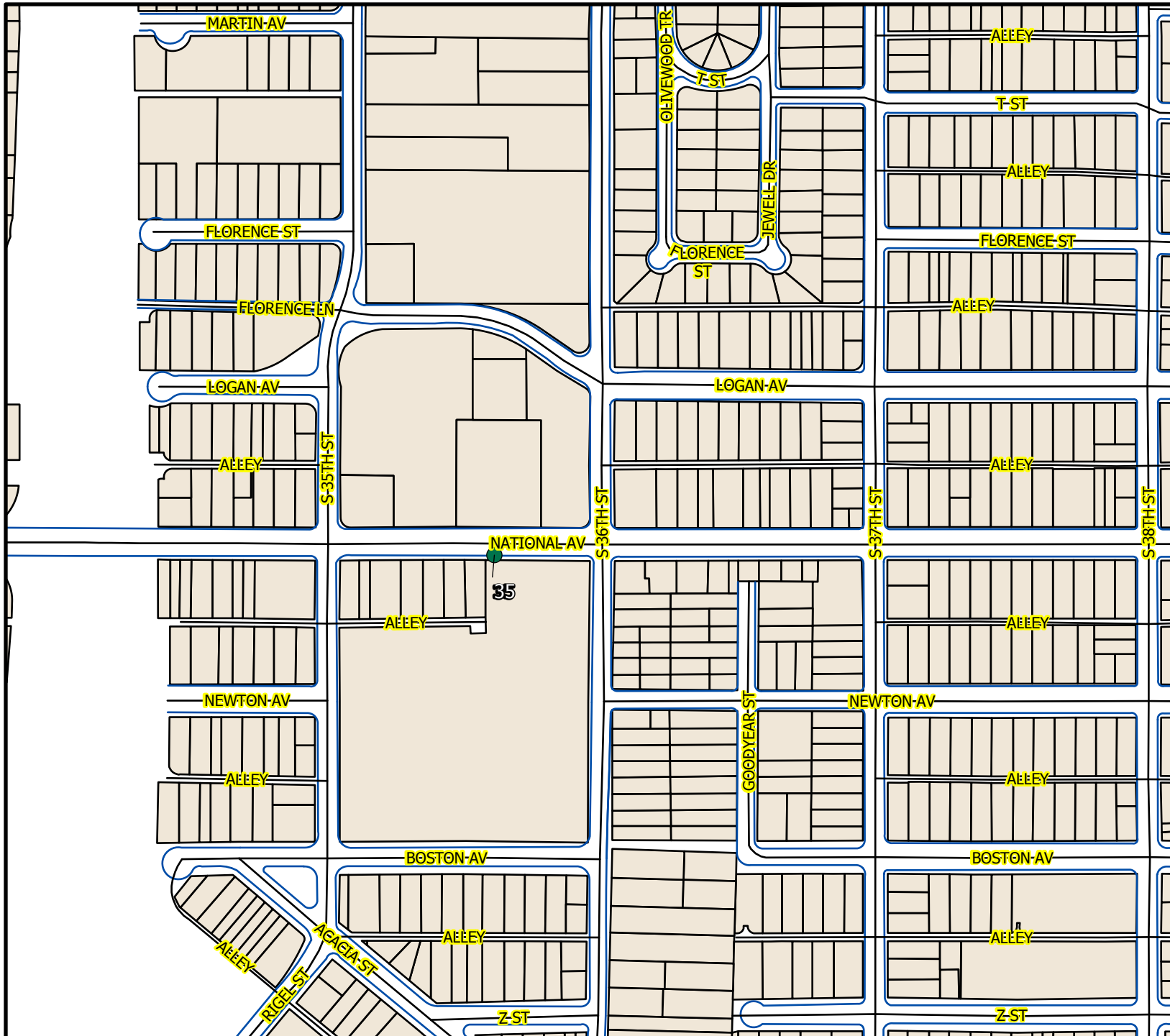


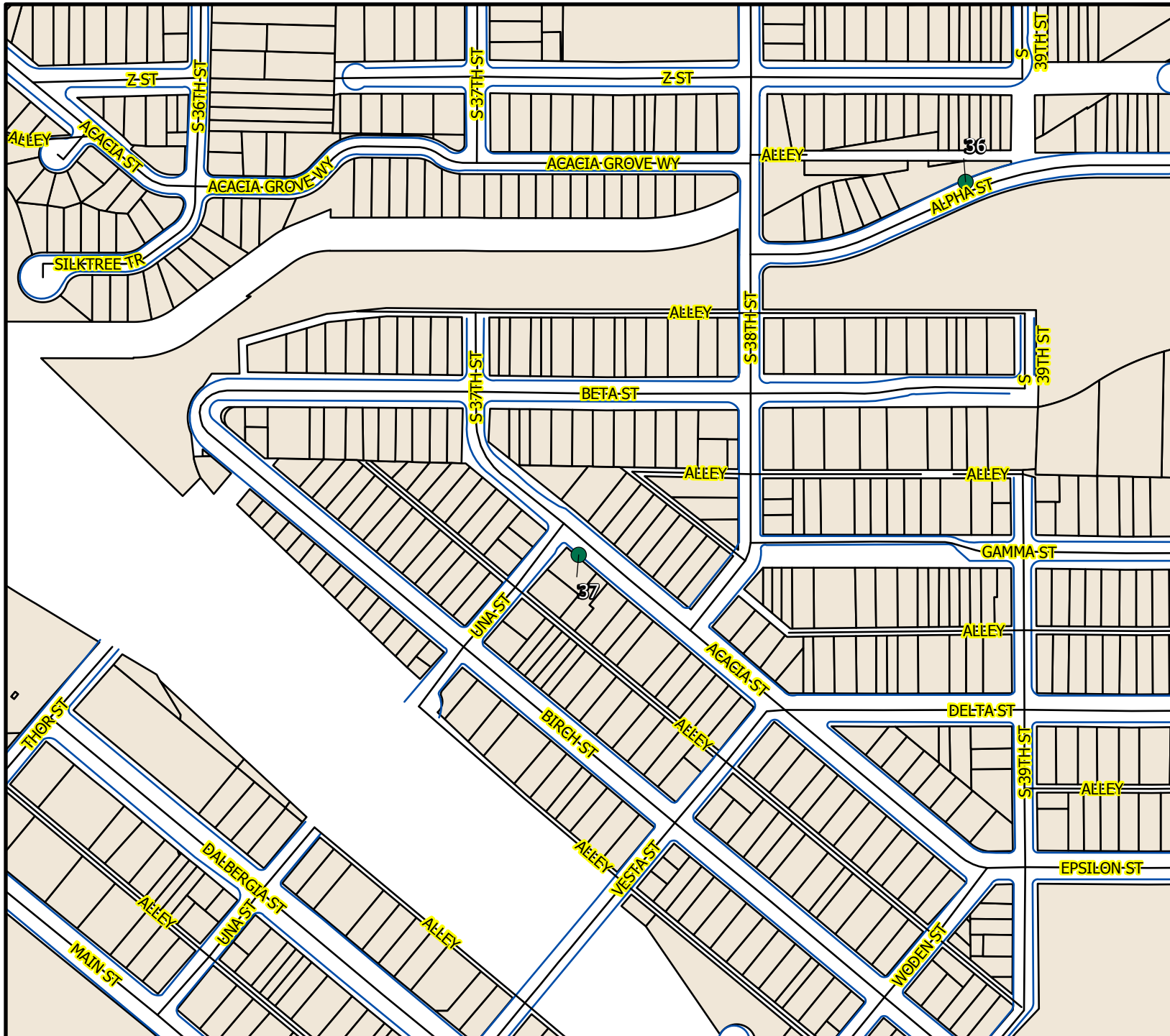
Transportation
& Storm Water

Street Division
Sidewalk
Replacement
Group 1604



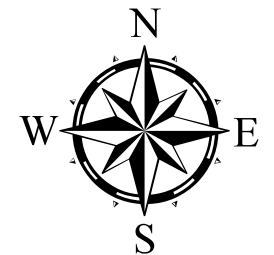


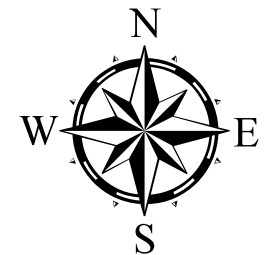
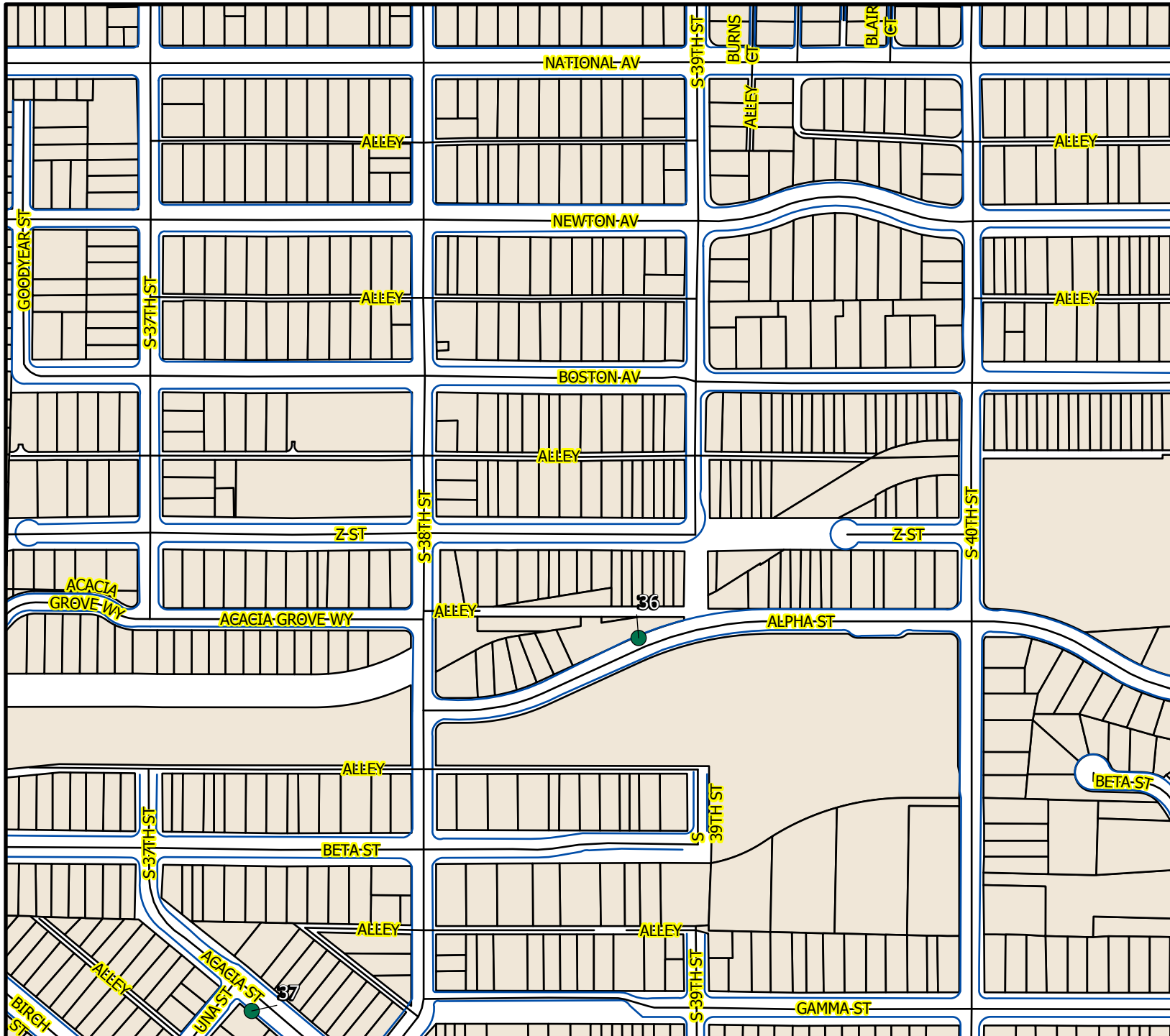


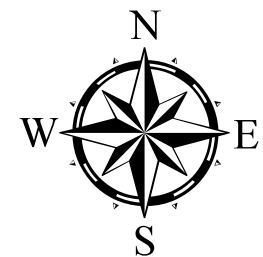
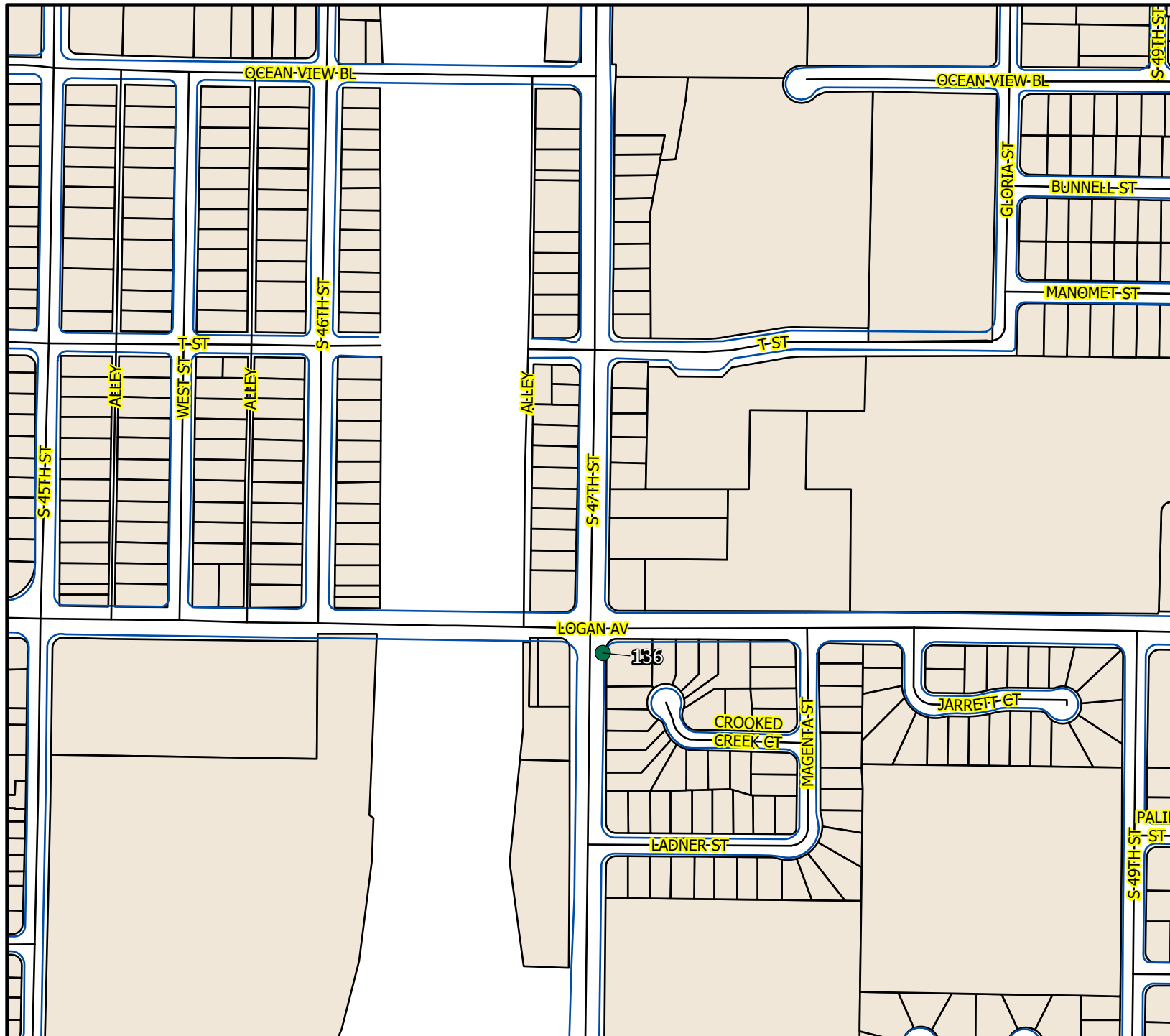


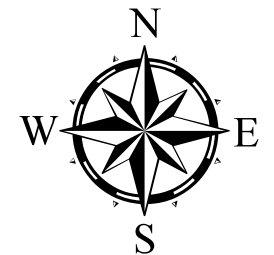
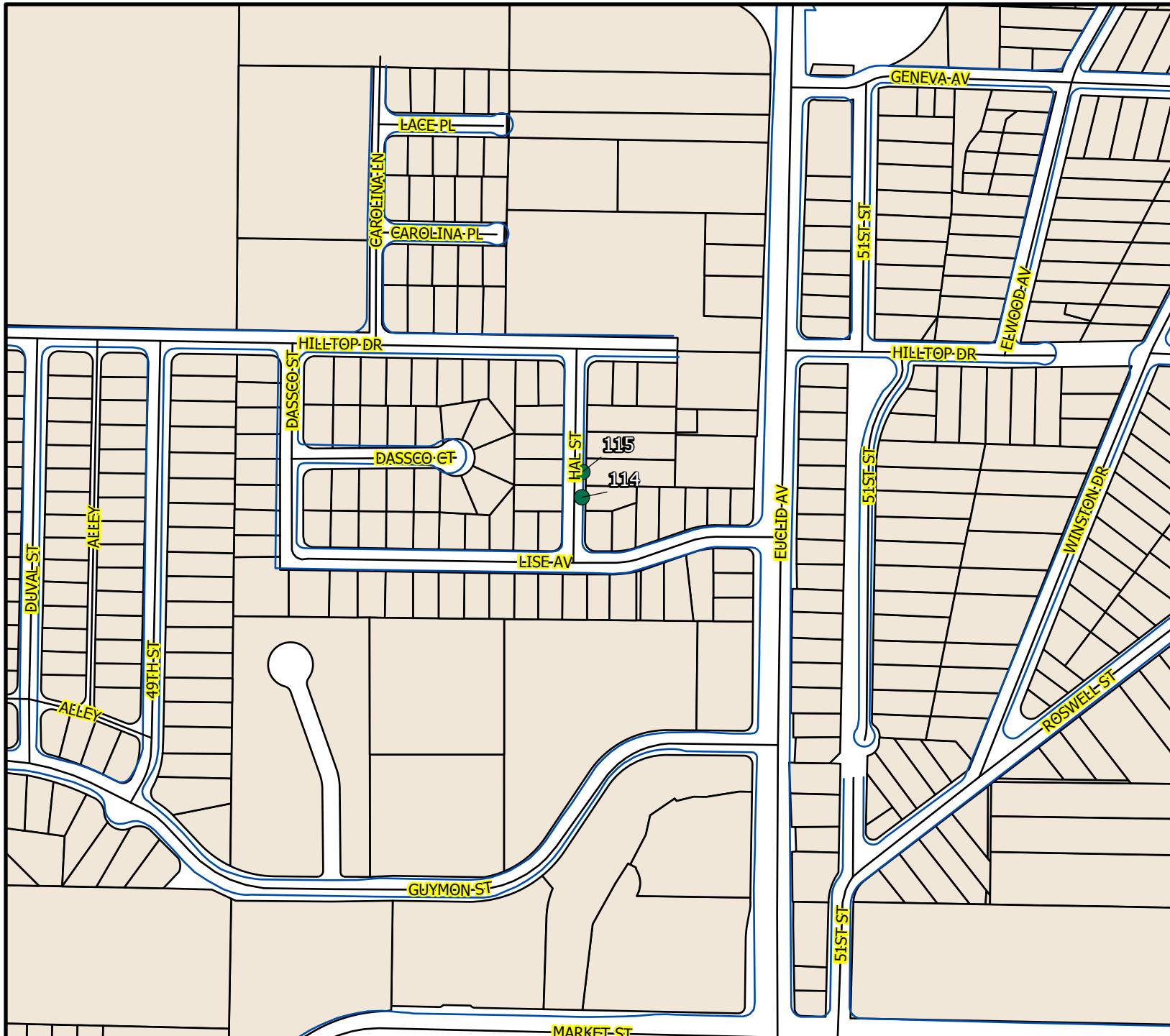
Transportation
 & Storm Water

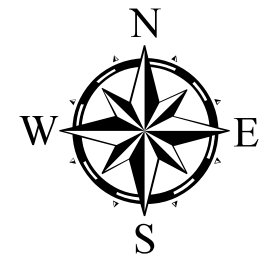
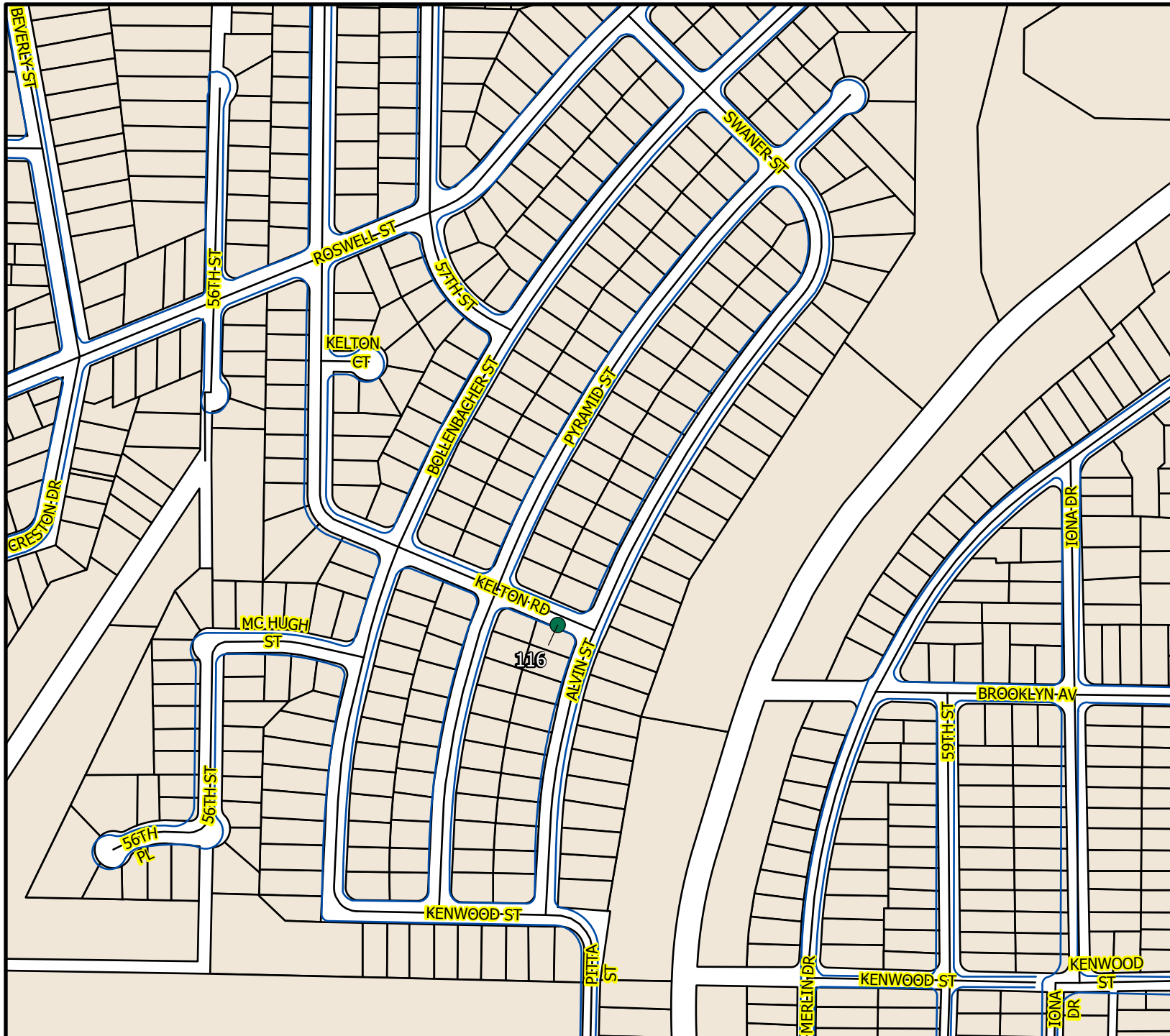
Street Division
 Sidewalk
 Replacement
 Group 1604

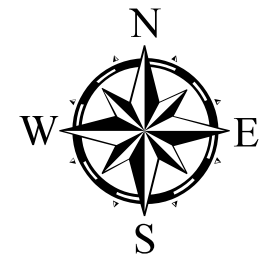
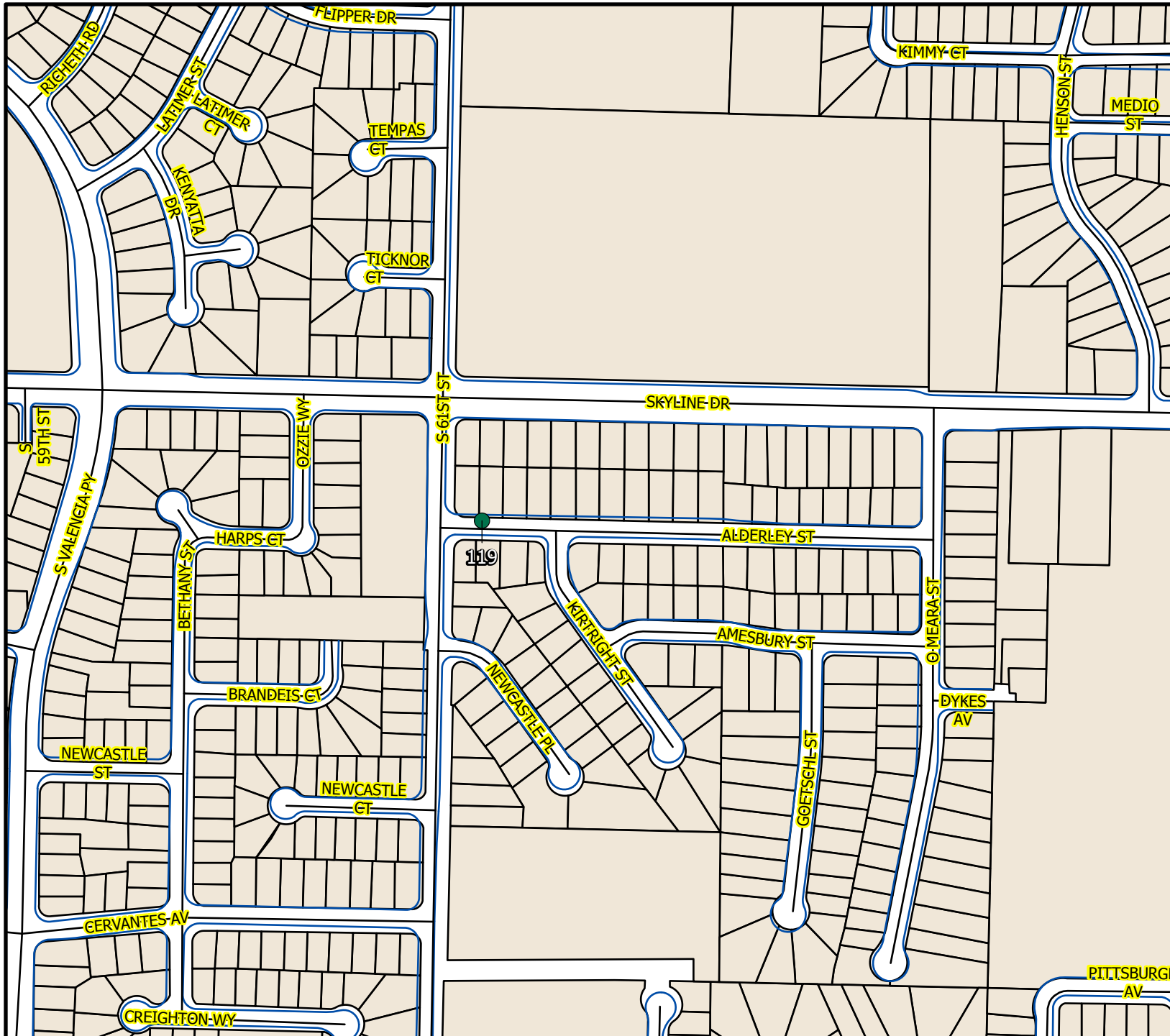


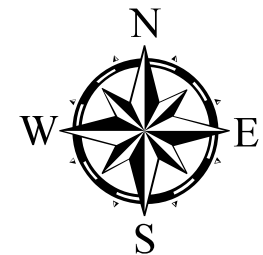
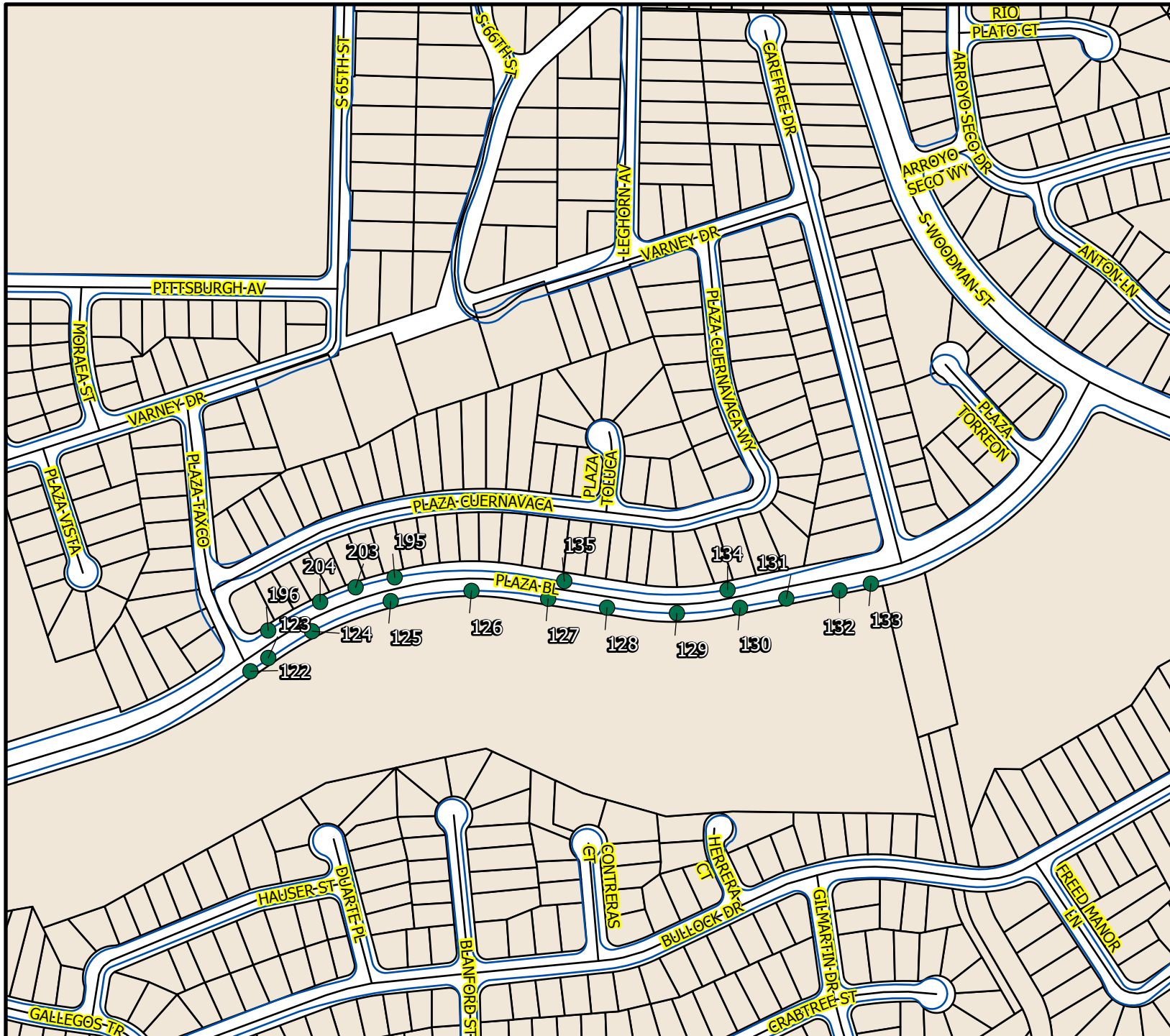


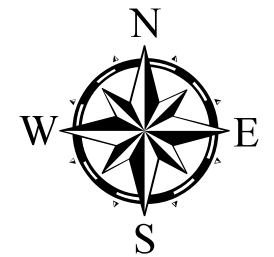
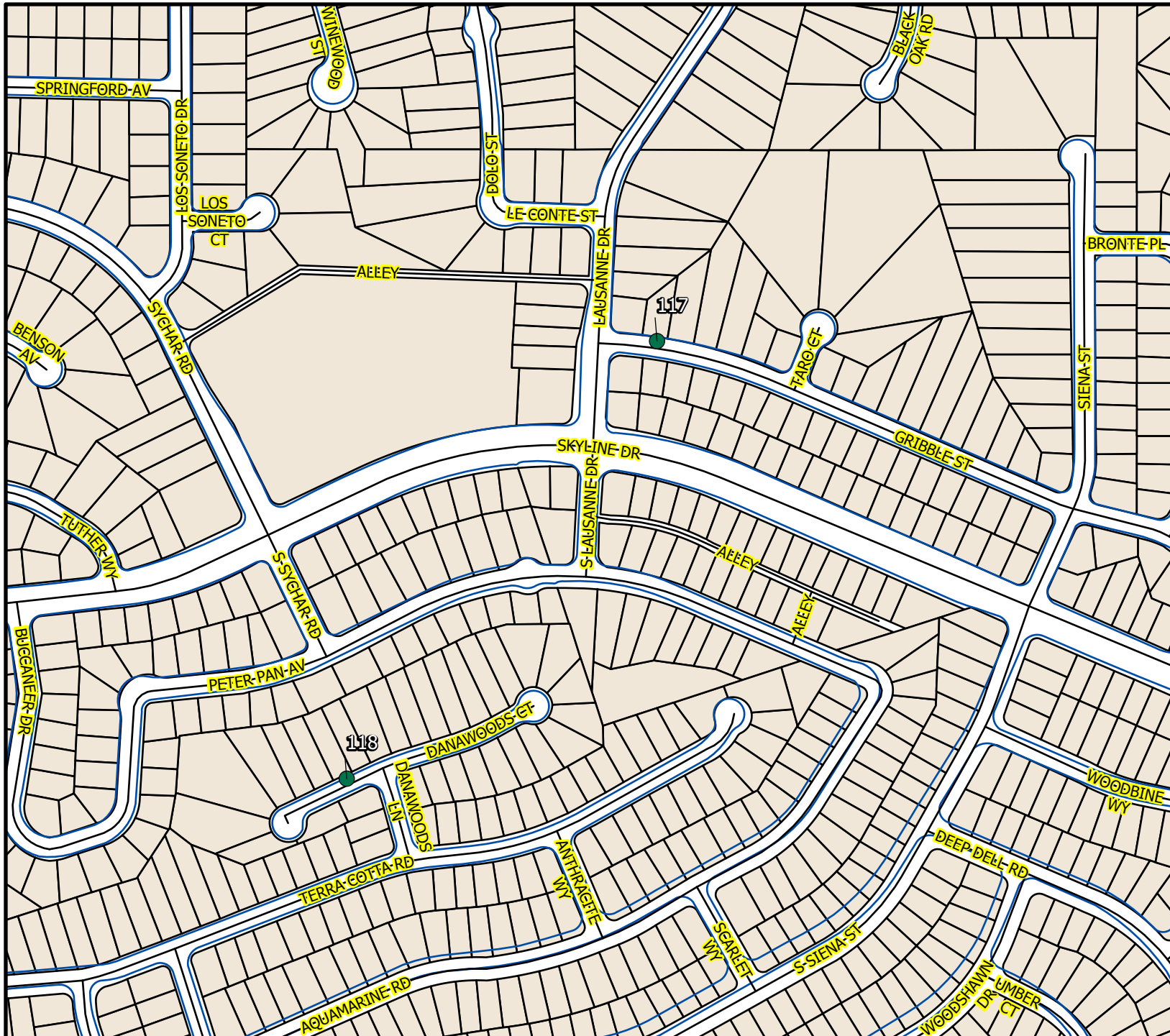


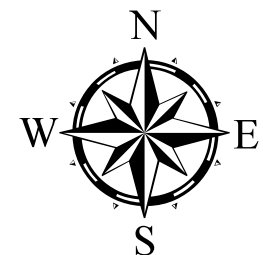
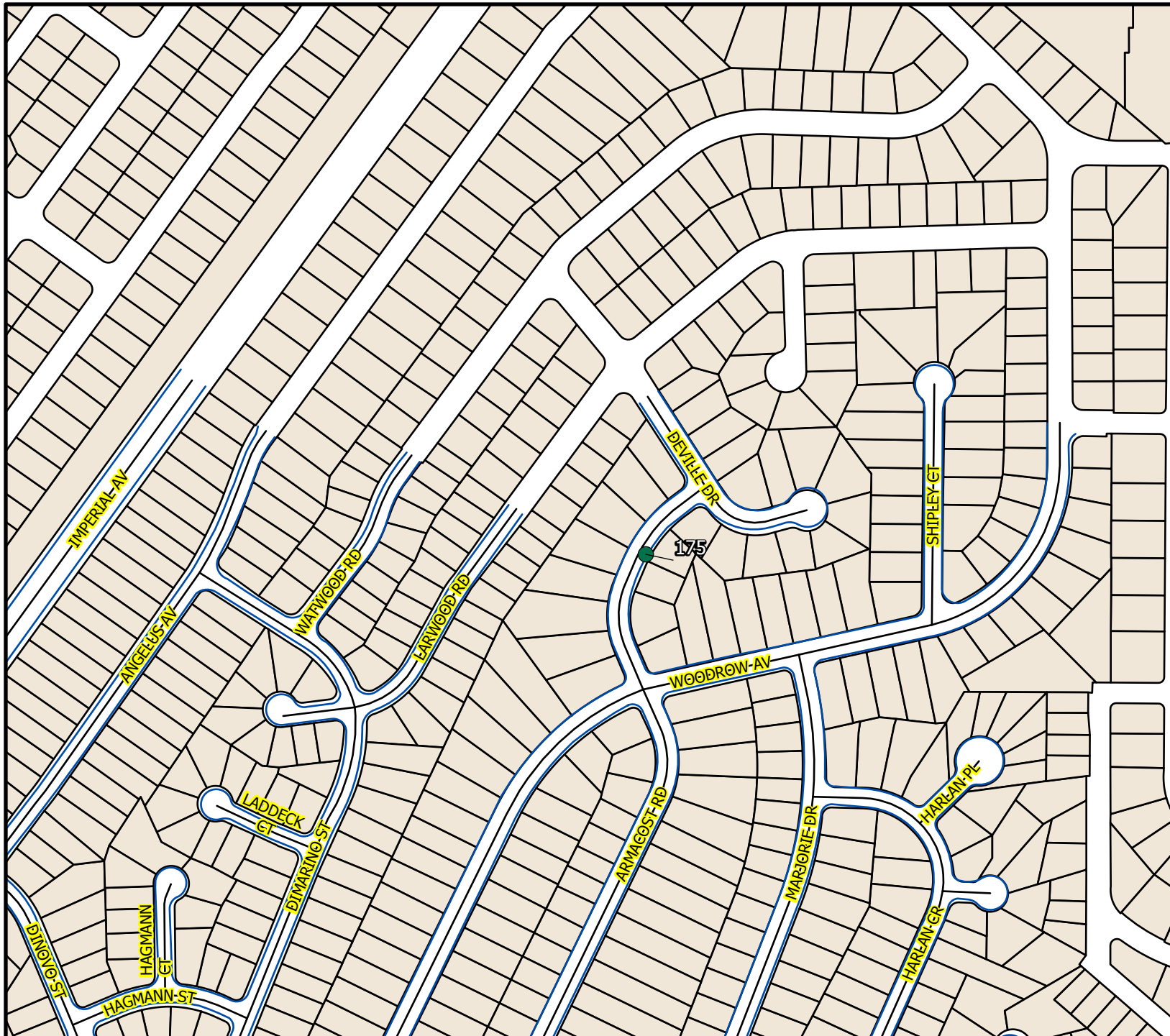


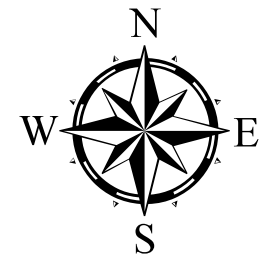
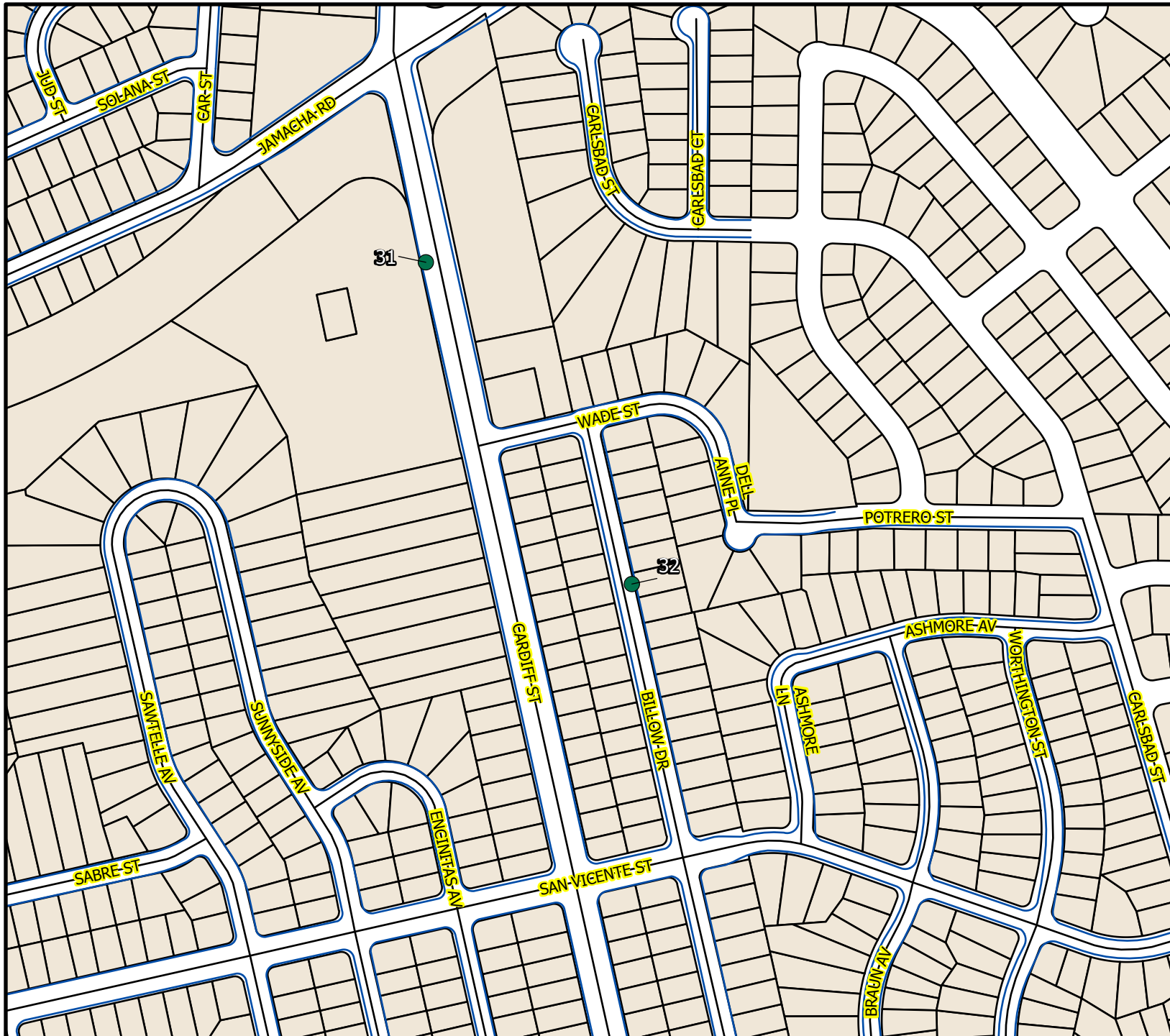


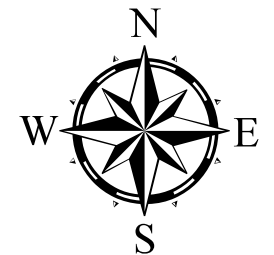
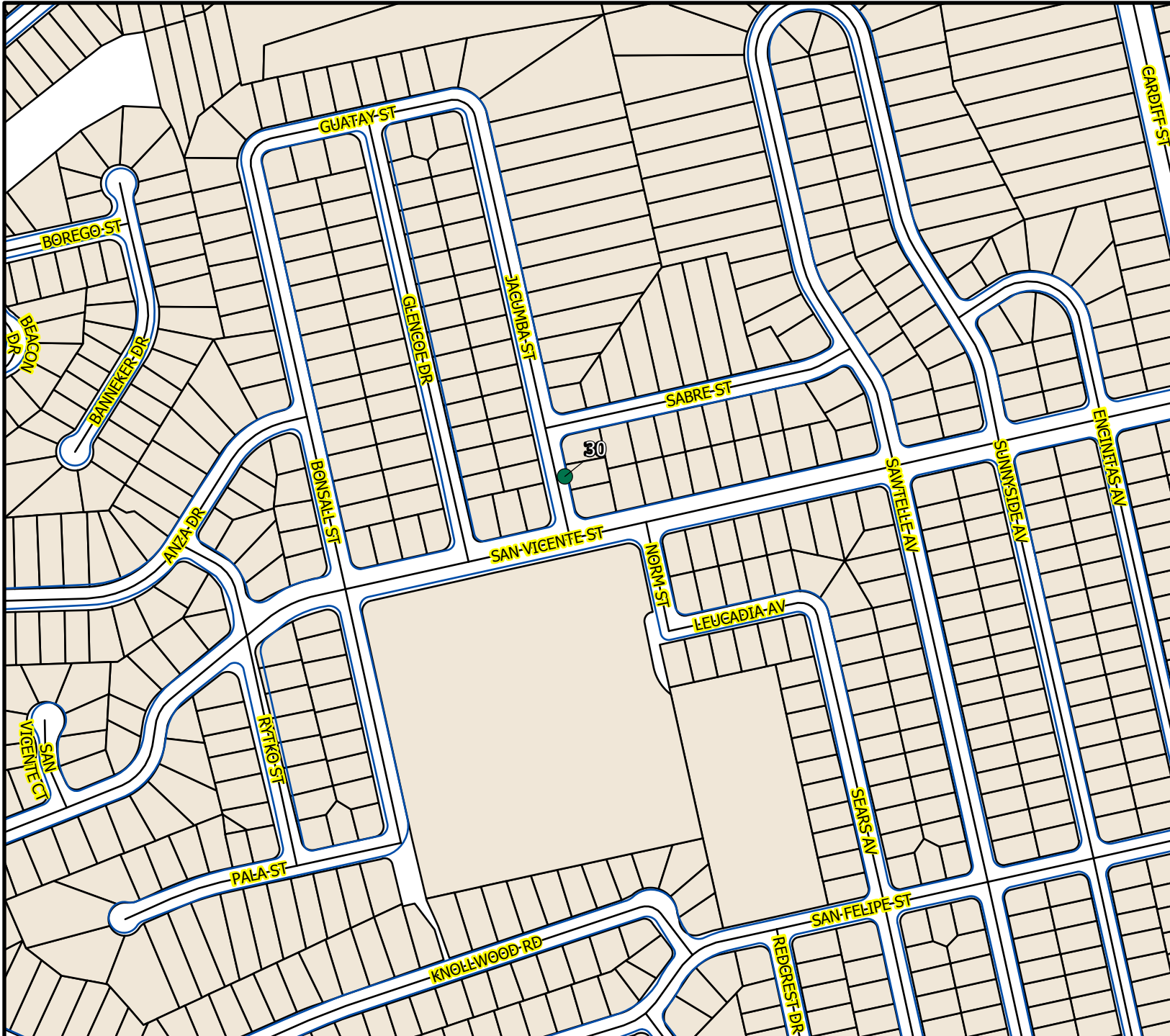


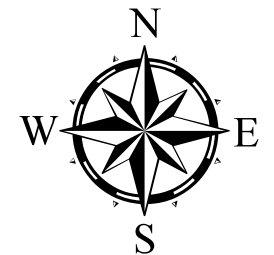
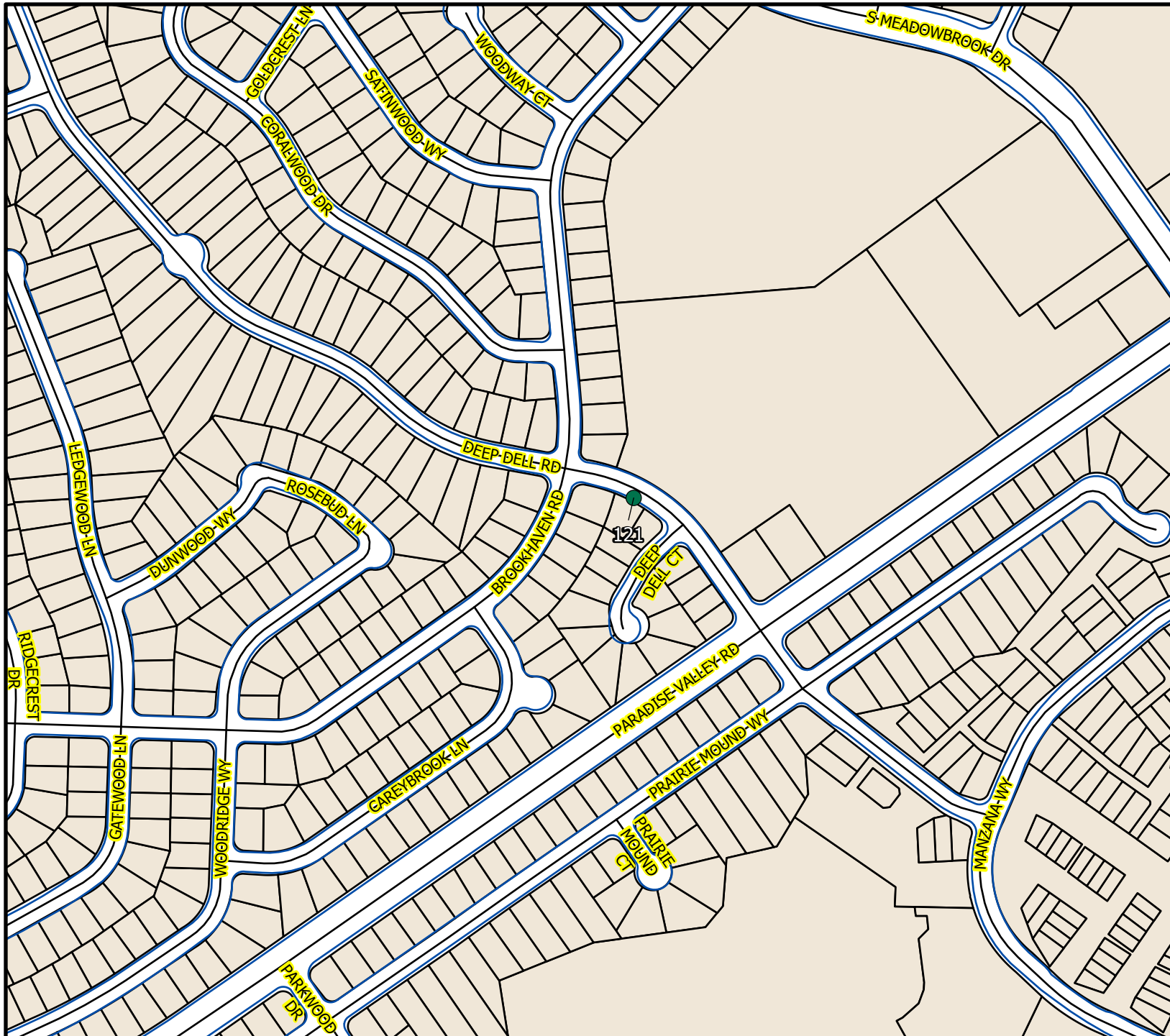






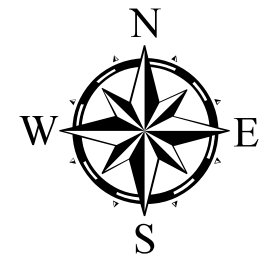


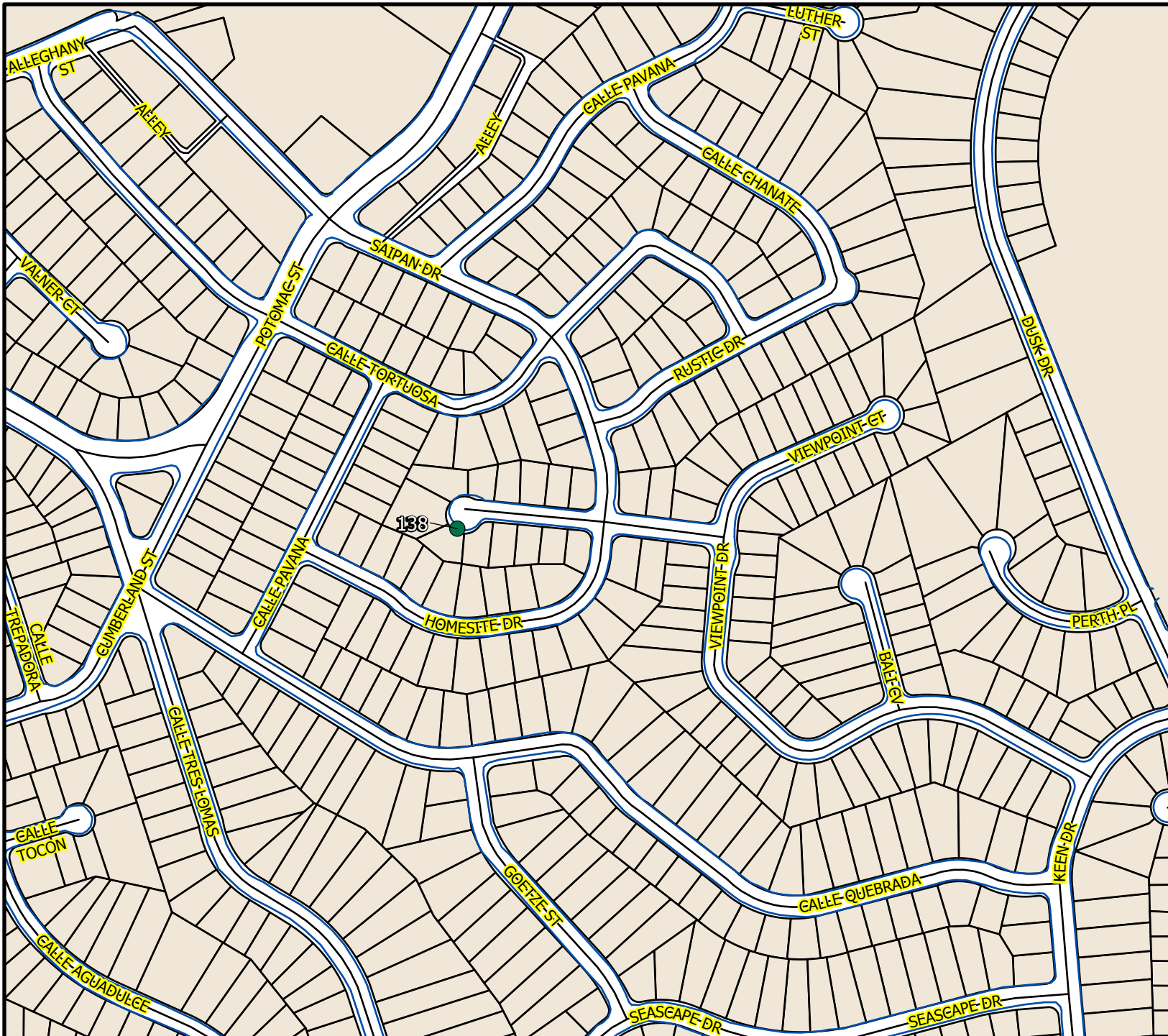




Transportation
& Storm Water

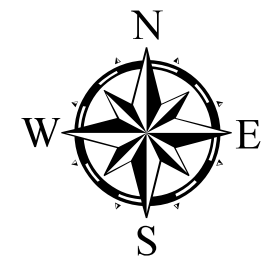
Street Division
Sidewalk
Replacement
Group 1604





Transportation
 & Storm Water

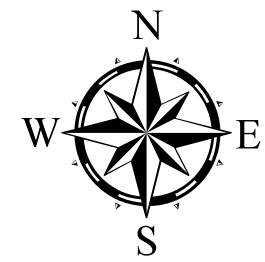
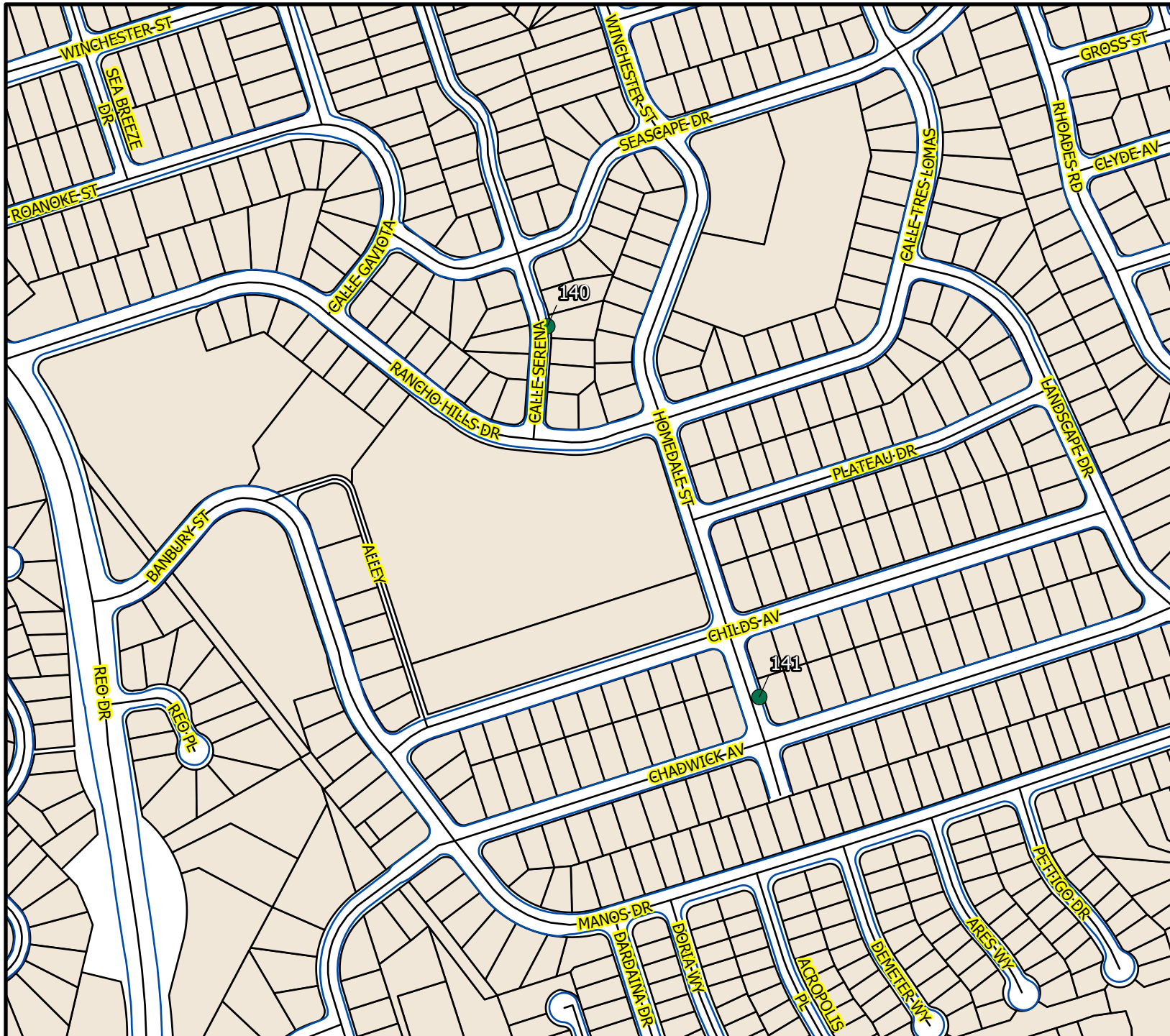
Street Division
 Sidewalk
 Replacement
 Group 1604

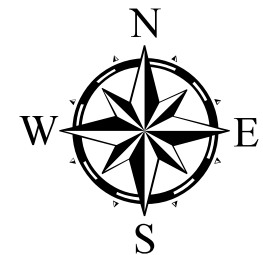
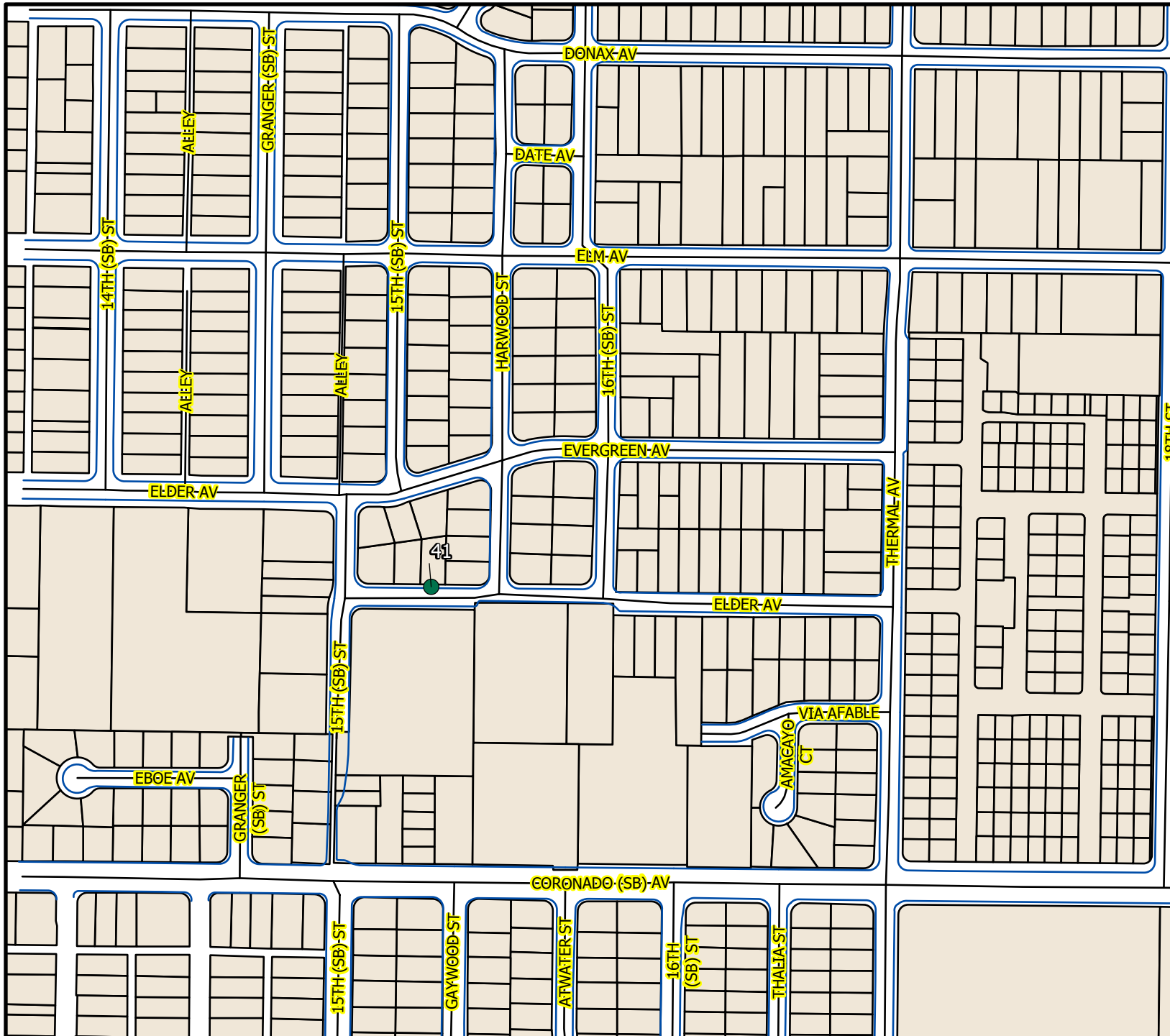


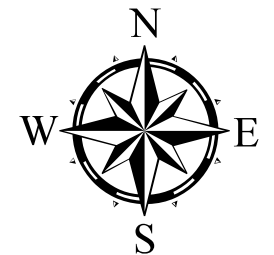
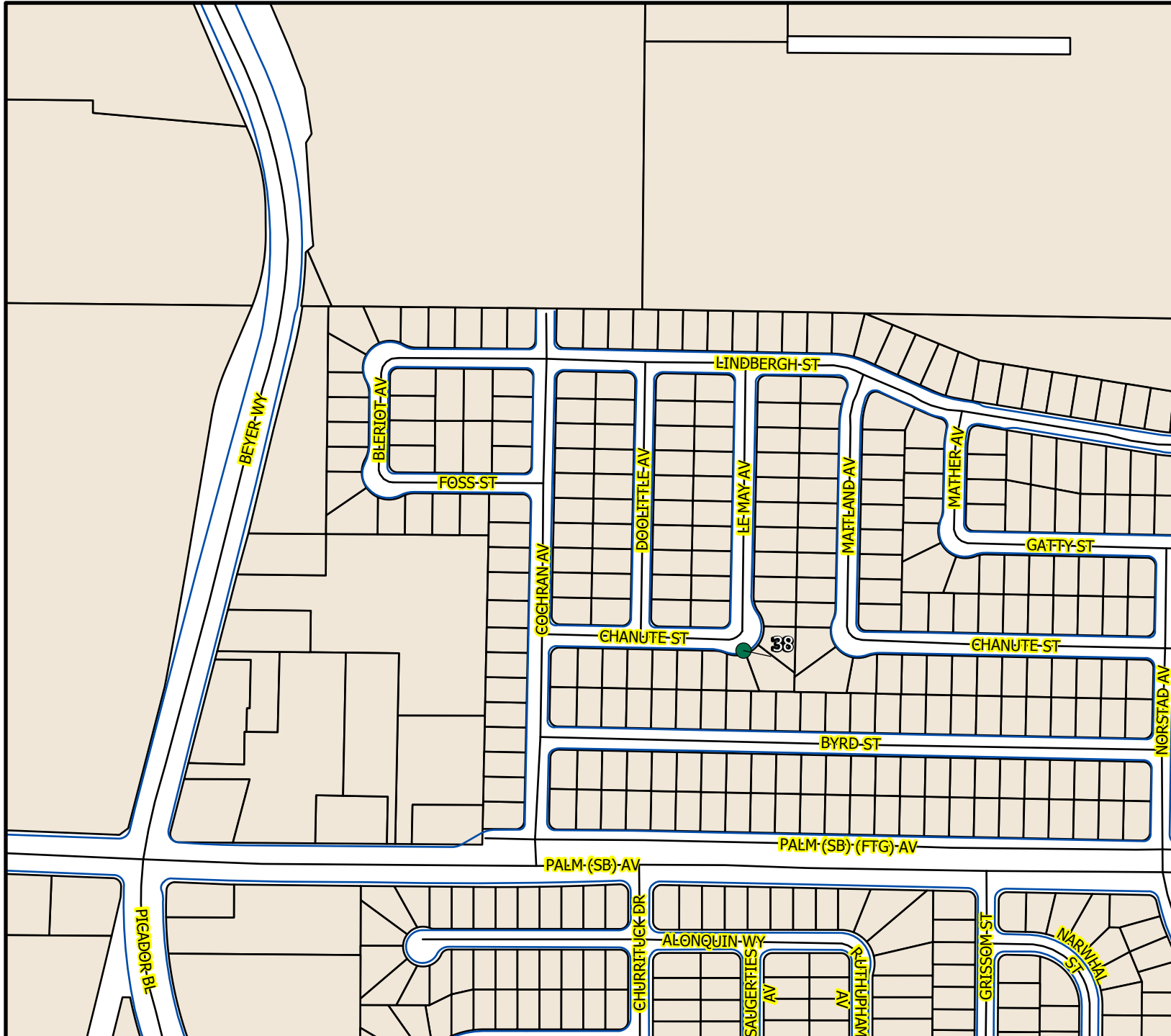
Transportation
& Storm Water

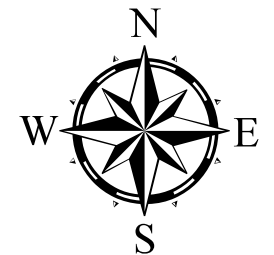
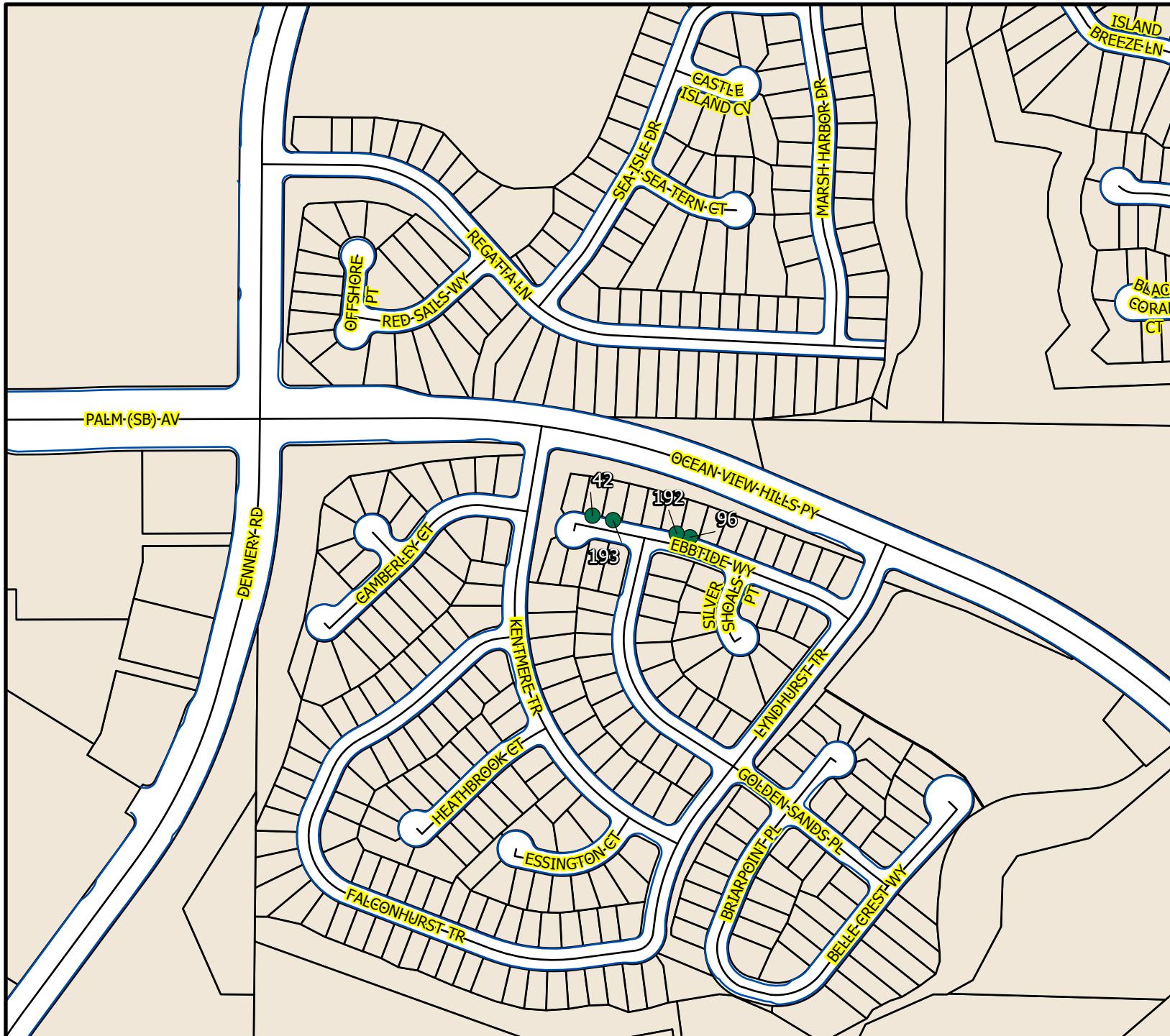
Street Division
Sidewalk
Replacement
Group 1604



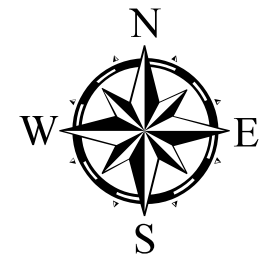
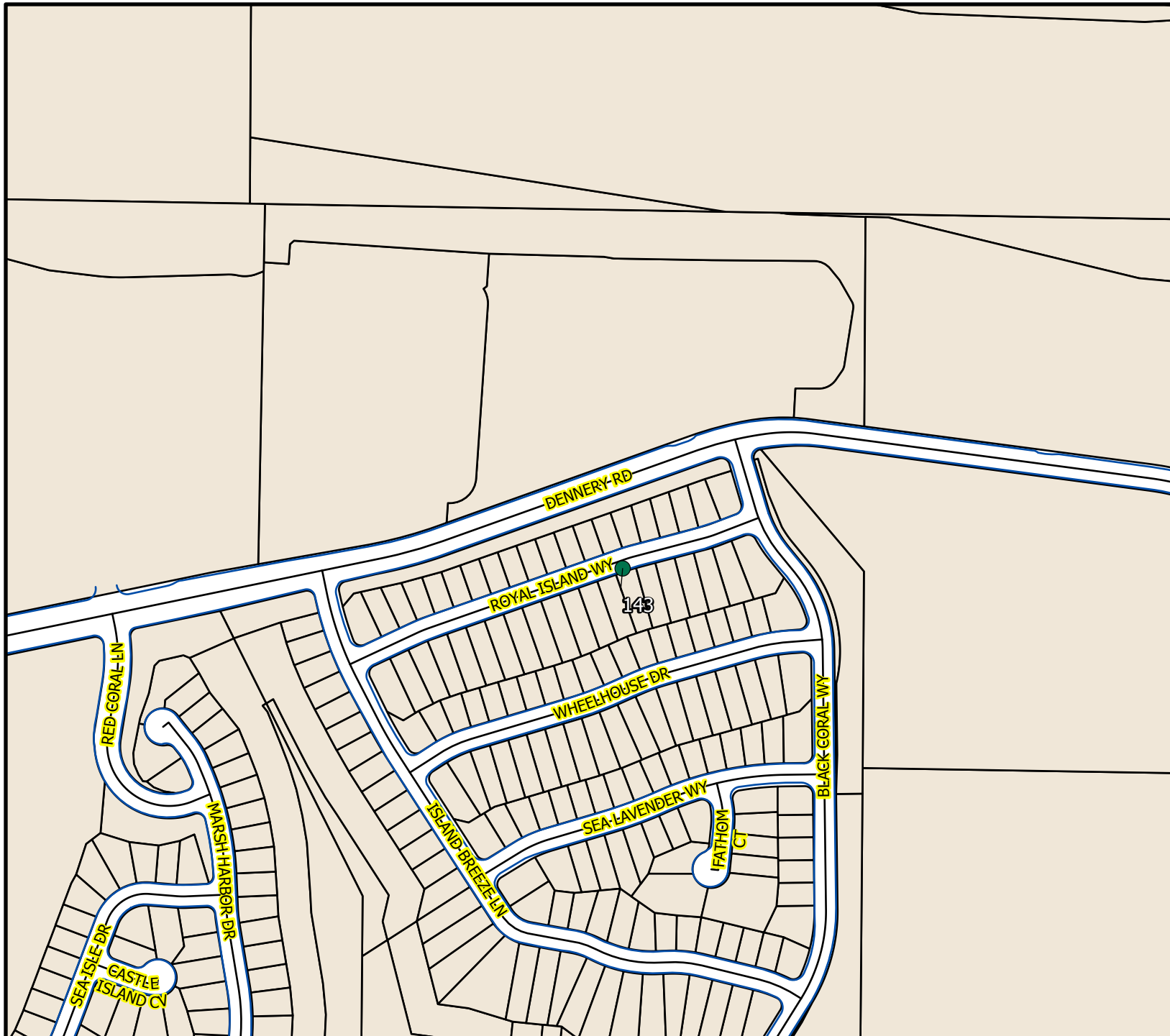


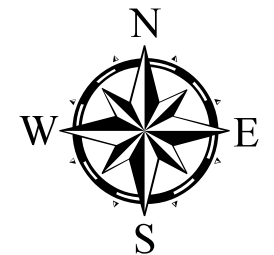
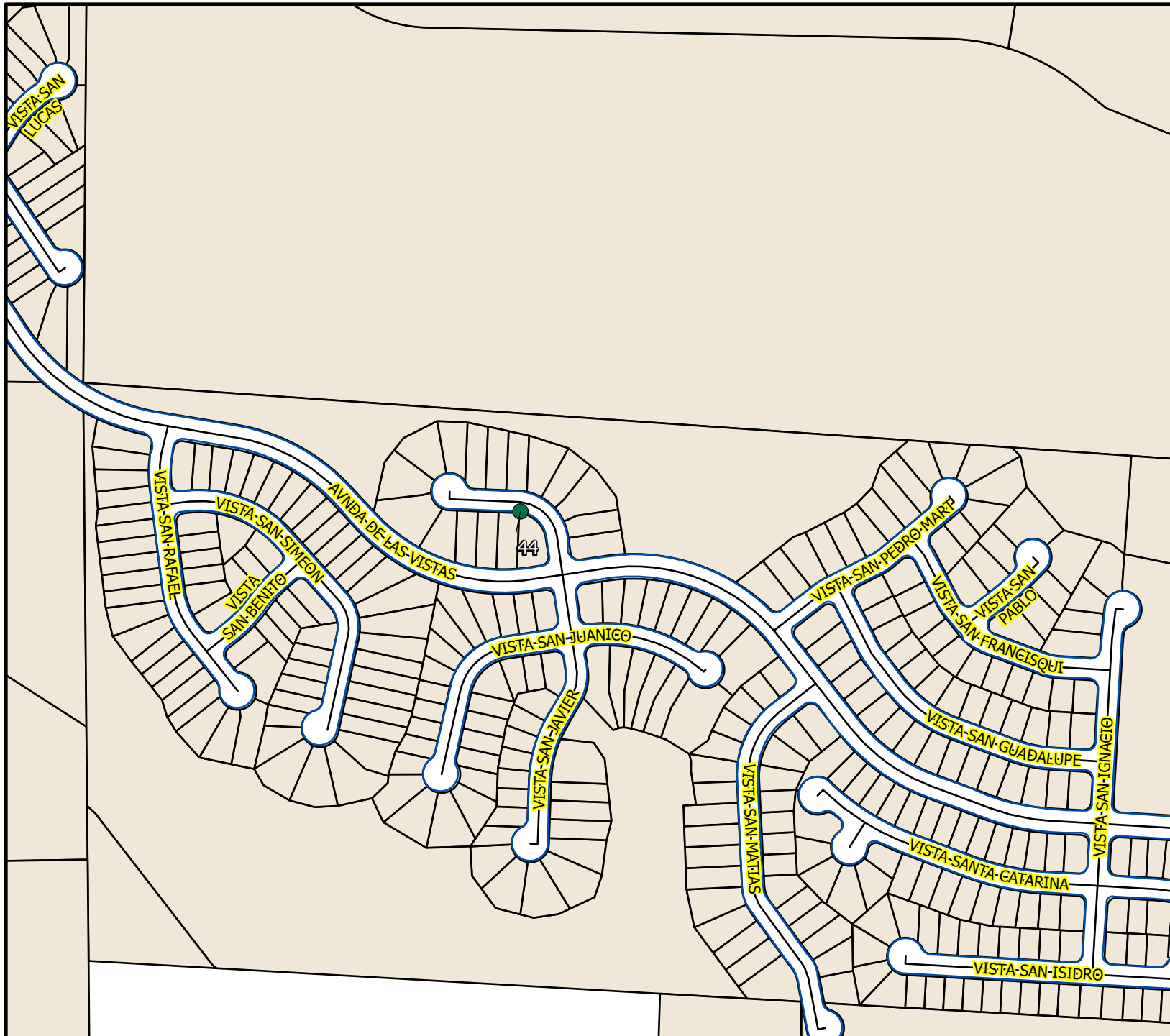


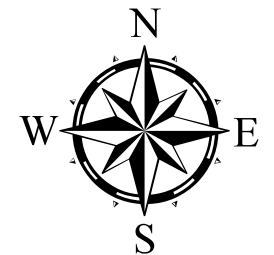


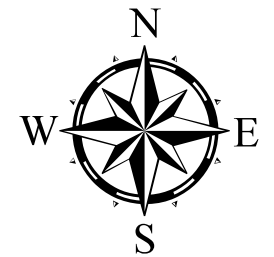
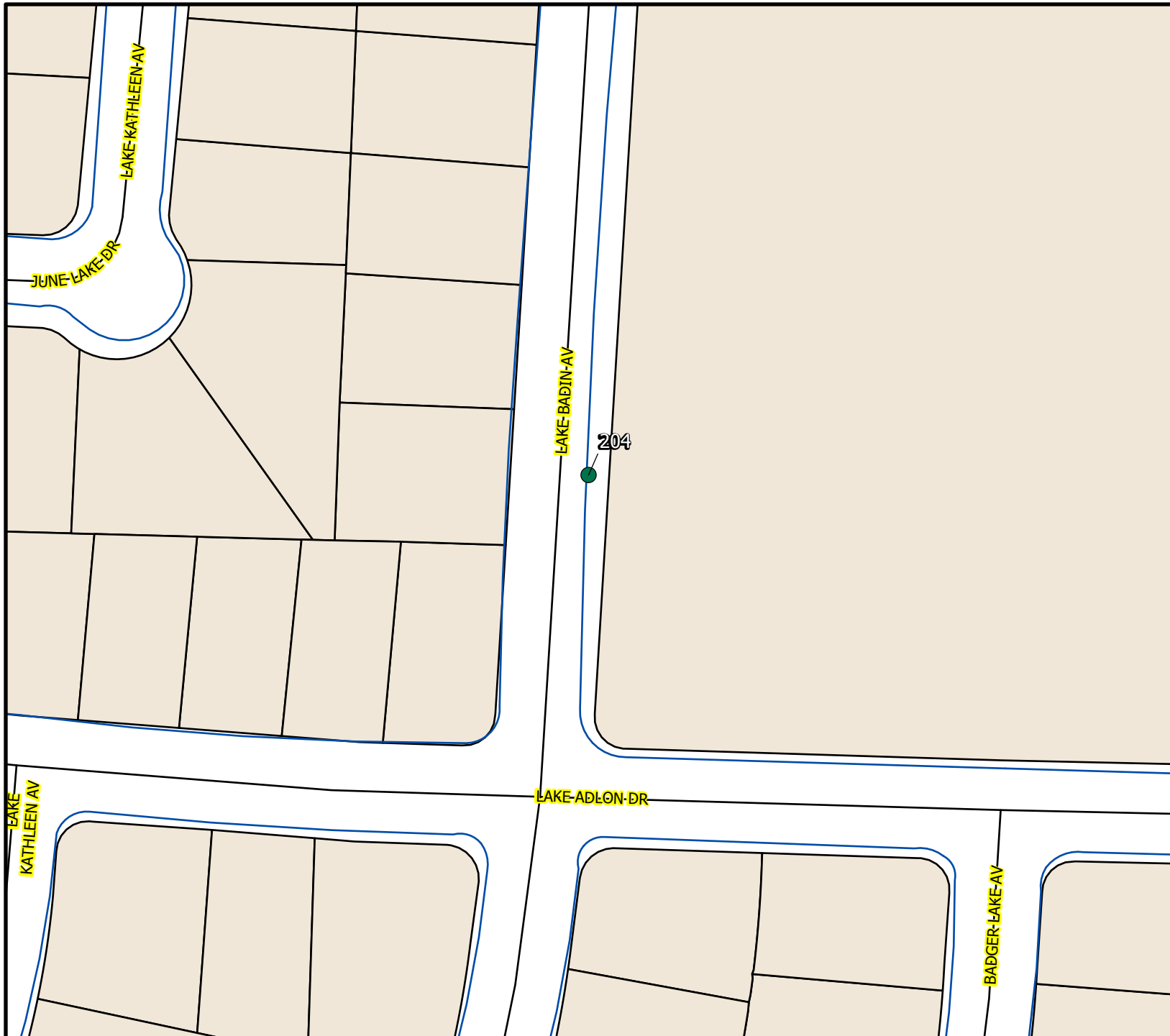


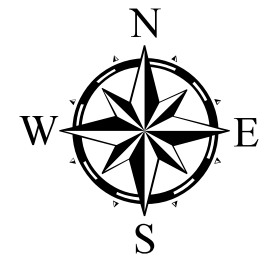
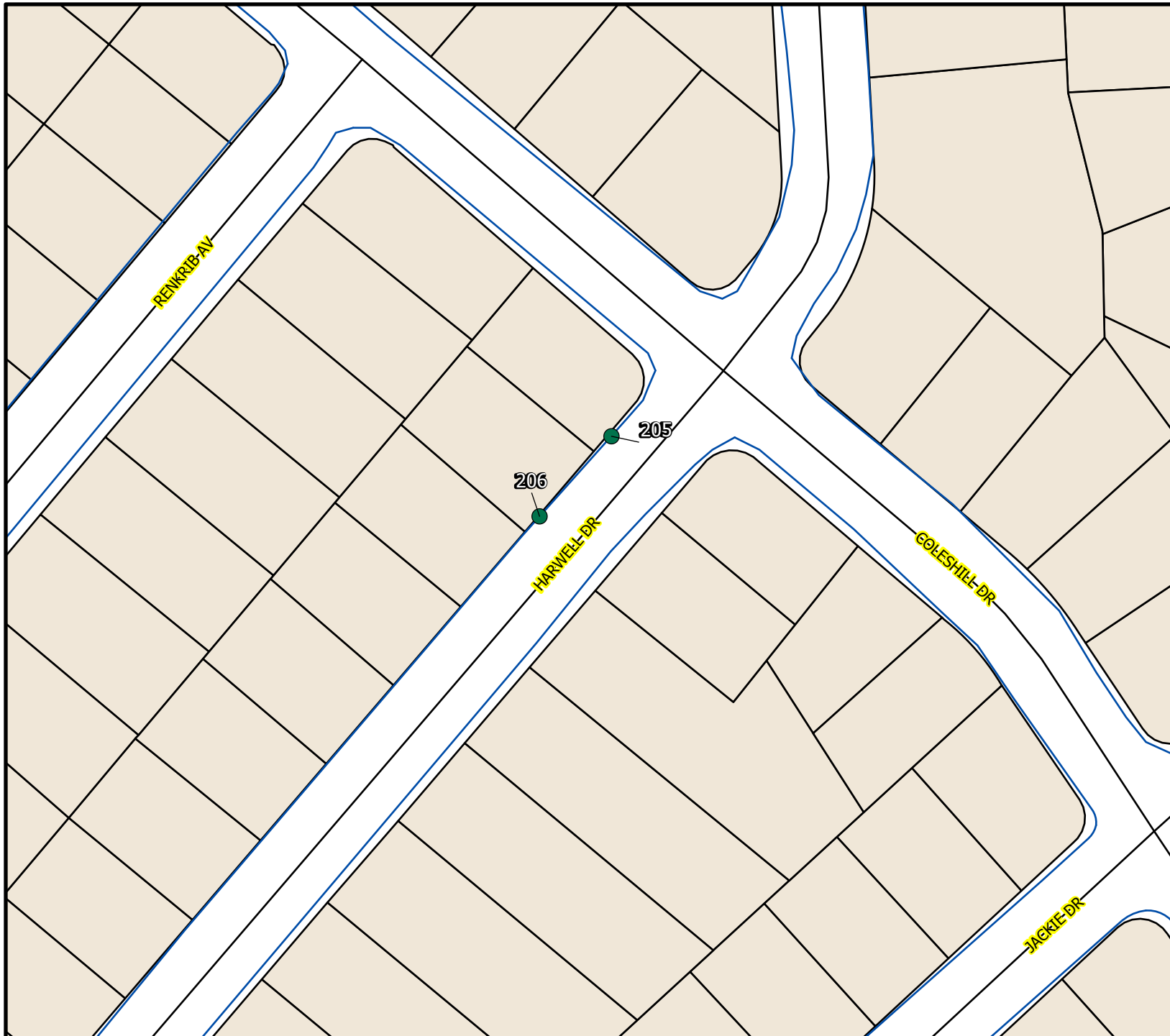












APPENDIX F
LOCATION LIST

ITEM#	CD	Map Page No.	LOCATIONS	Asphalt Pavement Repair (TON)	Remove and Replace Existing Sidewalk (SF)	Remove and Replace PCC Residential Driveway (SF)	Remove and Replace Curb and Gutter (LF)	Remove and Replace Curb only (LF)	Curb Ramp Type A or B with Detectable Warning Tiles (EA)	Curb Ramp Type C1 Or C2 with Detectable Warning Tiles (EA)	Curb Ramp Type D with Detectable Warning Tiles (EA)	Curb Ramp Type	Curb Outlet - Type A, D-25 (EA)	Sidewalk Underdrain Pipe, D-27 (EA)	Remove and Replace PCC Cross Gutter (SF)	Contractor Date Stamps and Impressions (EA)	Utility Box w/ Cover - Remove and Replace (EA)	Remove and Replace Miscellaneous Hardscape With Concrete (SF)	Remove and Replace Miscellaneous Hardscape With Topsoil (SF)	Tree Root Pruning & Barrier Installed (EA)	Large Tree Removal & Disposal (EA)	Small Tree Removal & Disposal (EA)	Stump Removal (EA)	Tree Planting (15 Gallon) (EA)	MEASUREMENT OF SIDEWALK AND HARDSCAPE (HS)	City Arborist Tree Recommendations	Notes
1	3	29	4086 GOLDFINCH ST		75															1				5X15	Root Prune and Root Barrier (1)		
2	5	1	8326 AUBURN RIDGE WY		150															1				5X30	Root Prune and Root Barrier (1) Tipu Tree		
3	3	60	2702 B ST		150															1				25X6	Root Prune and Root Barrier (1)		
4	8	66	1938 IRVING AV		450		18													5				5X90	Root Prune and Root Barrier (5)		
5	9	46	4515 EDGEWARE RD		370															6				SW=5X8, 5X38, 5X28	Root Barrier (6) and Root Prune (6): Eucalyptus (1), Jacaranda (1) & Floss Silk Tree (1) and root prune other 3 trees as needed	Trees need to be trimmed to have a minimum clear width of total sidewalk width	
6	9	46	4539 EDGEWARE RD		100																1			SW:5X20	Remove (1) California Pepper Tree		
7	9	46	4650 EDGEWARE RD		300		125									1								60X5	Remove (1) California Pepper Tree.		
8	9	46	4636 EDGEWARE RD		320												1			1				64X5	Root Prune and Root Barrier (1), Reduce sidewalk width by 1 foot and do not replace curb here and keep the sidewalk width to a minimum clear width of 4' of travel from any obstruction		
9	1	3	13372 MANGO DR ON BOCA RATON		160		46	1				A			420					2				4X40	Root Prune and Root Barrier (2) , Ash (1) & Liquidambar (1)		
10	1	3	13378 MANGO DR ON BOCA RATON		1700		75	1				A	1				4			8		1		4X360, 4X33, 4X32	Root Prune and Root Barrier (8)	For D-25: Install standard, use 3.25" height.	
11	1	3	13371 MANGO DR ON BOCA RATON		300		48			1		C2								2				SW: 4X75	Root Prune and Root Barrier (2) Liquidambar		
12	1	2	LOWER RIDGE RD, 90' E/O MARITIME PL		180												1			1				5X36	Root Prune and Root Barrier (1) Ficus		
13	1	4	5629 WILLOWMERE LN		36															1				SW: 4x9	Root Prune and Root Barrier (1) Magnolia		
14	1	12	7166 LA JOLLA SCENIC DR		48		12													1				4x12	Root Prune and Root Barrier (1) Olive		
15	1	13	NW corner of PEARL ST AND FAY ST		196															3				8X20,4x9	Root Prune and Root Barrier (3) Jacaranda		
16	1	11	5643 BLOCH ST		120												1			2				4X30	Root Prune and Root Barrier (2) Carrotwood		
17	1	7	7934 CARGILL AVE		140	300														1				4X35	Root Prune and Root Barrier (1) Liquidambar	This location may be removed. Contact PM team before proceed.	
18	1	7	A/F 7934 CARGILL AV		1604		26													9				4X33,4X27,4X100,4X48,4X18,4X30,4X145	Root Prune and Root Barrier (9)	This location may be removed. Contact PM team before proceed.	
19	1	10	6314 MERCER ST		80															1				4X20	Root prune and Root Barrier (1) Brisbane Box and Enlarge tree well and narrow the sidewalk to a minimum clear width of 4' of travel from any obstruction		
20	1	8	6783 ROBBINS WY		480		36													2				4x120	Root barriers and Root Barrier (2)		
21	1	9	4504 PAVLOV AV, 2 Locations		84										0					1				4x14,4x7	Root Prune and Root Barrier (1)		
22	2	18	4690 DEL MONTE AV		110															1				5X22	Root Prune and Root Barrier (1)		
23	2	14	2101 ABBOTT ST		210																			HS/C: 5x10,5x15,SW 5x42	Remove (1) Peppermint Willow		
24	2	16	1934 SUNSET CLIFFS BL		240																		1	5X48	Remove (1) Canary Island Date Palm and replant with (1) Gold Medallion Tree		
25	2	16	A/F 2024 SUNSET CLIFFS BL		225		78																	5X45, HS 7X5	Fix this location without root pruning (1) Mexican Fan Palm		
26	2	18	1800-1848 GUIZOT ST		300															3				5X60	Root Prune and Root Barrier (3) including Liquidambar		
27	3	30	CHALMERS ST AND STATE ST		150															2				30X5	Root Prune and Root Barrier (2) Ficus		
28	9	51	3803 CHAMOUNE AV		100															2				20X5	Root Prune and Root Barrier (2) Sycamore		
29	9	52	3504 43RD ST ON MYRTLE	3.15	230	77	27													2				46X5, HS/C 1.5X46	Root Prune and Root Barrier (2) Ash. Enlarge tree well and narrow the sidewalk to a minimum clear width of 4' of travel from any obstruction	Install curb and gutter per standard	
30	4	83	715 JACUMBA ST		120															1				4X30	Root Prune and Root Barrier (1) Jacaranda		
31	4	82	996 CARDIFF ST		96															1				4X24	Root Prune and Root Barrier (1) Oak		
32	4	82	821 BILLOW DR		116															15	1	1		4X29	REMOVE (1) Eucalyptus tree, Root Prune and Root Barrier (1) Palm Tree		

ITEM#	CD	Map Page No.	LOCATIONS	Asphalt Pavement Repair (TON)	Remove and Replace Existing Sidewalk (SF)	Remove and Replace PCC Residential Driveway (SF)	Remove and Replace Curb and Gutter (LF)	Remove and Replace Curb only (LF)	Curb Ramp Type A or B with Detectable Warning Tiles (EA)	Curb Ramp Type C1 Or C2 with Detectable Warning Tiles (EA)	Curb Ramp Type D with Detectable Warning Tiles (EA)	Curb Ramp Type	Curb Outlet - Type A, D-25 (EA)	Sidewalk Underdrain Pipe, D-27 (EA)	Remove and Replace PCC Cross Gutter (SF)	Contractor Date Stamps and Impressions (EA)	Utility Box w/ Cover - Remove and Replace (EA)	Remove and Replace Miscellaneous Hardscape With Concrete (SF)	Remove and Replace Miscellaneous Hardscape With Topsoil (SF)	Tree Root Pruning & Barrier Installed (EA)	Large Tree Removal & Disposal (EA)	Small Tree Removal & Disposal (EA)	Stump Removal (EA)	Tree Planting (15 Gallon) (EA)	MEASUREMENT OF SIDEWALK AND HARDSCAPE (HS)	City Arborist Tree Recommendations	Notes
33	8	67	3120 OCEAN VIEW BL		110												1		12	1				SW=22x5,HS/S=3x4	Root Prune and Root Barrier (1)		
34	8	68	3104 LOGAN AV ON S 31ST ST		150															2				5X30	Root Prune and Root Barrier (2)		
35	9	71	A/F 3576 NATIONAL AV		220								1							1				5X22, 5X22	Root Prune and Root Barrier (1) Jacaranda	For D-25: Install standard	
36	9	72	3872 ALPHA ST		70															1				5X14	Root Prune and Root Barrier (1)		
37	9	72	3733 ACACIA ST		120																			5X24, HS/C 12X4		For Hardscape installation: Replace the Red Brick Hardscape with concrete and extend the limit up to the Fire hydrant	
38	8	90	3585 CHANUTE ST		60											1	1		16	1				4X15	Root Prune and Root Barrier (1) Carrotwood		
39	8	94	5161 TOPSIDE LN		92															1				4X23	Root Prune and Root Barrier (1)		
40	8	94	5237 TOPSIDE LN		40															1				4X10	Root Prune and Root Barrier (1)		
41	8	89	1516 ELDER AV	1.13	175		35													1				5X35	Root Prune and Root Barrier (1) Ash	For curb and gutter installation, match the existing	
42	8	91	4816 EBBTIDE WY		176	150														1				4X44	Root Prune and Root Barrier (1) Jacaranda		
43	8	92	1196 SURF CREST DR		60															1				4X15	Root Prune and Root Barrier (1) Pear		
44	8	95	640 VISTA SAN JAVIER		60															1				5X12	Root Prune and Root Barrier (1) Golden Rain Tree		
45	8	96	A/F 9765 MARCONI DR		100		10						1											5X20		For D-25: Install standard	
46	9	48	3812 WILSON AV		175																			5X25	Fix this location without root pruning		
47	3	60	2613 B ST		115											1				3			1	5x23	Root Prune and Root Barrier (3)		
48	3	61	1136 20TH ST		50															1				5x10	Root Prune and Root Barrier (1) Jacaranda		
49	3	62	14TH ST AND BROADWAY		624												2			4				(8x4,10x5),(24x10,5x4), (10x10),(15x10,8x4)	Root Prune and Root Barrier (4) Magnolia		
50	8	64	470 22ND ST ON ISLAND AV		245															2				5X49	Root Prune and Root Barrier (2) Jacaranda		
51	8	66	2250 IMPERIAL AV		288		52													8	2			6x48	Root Prune and Root Barrier (2) Carrot Wood and 15% crown reduction post work complete		
52	8	64	303 19TH ST		240															2				6x40	Root Prune and Root Barrier (2) Jacaranda		
53	3	60	1206 28TH ST		225		12											216		1				45X5, HS/C: 27X8	Root Prune and Root Barrier (1) Magnolia		
54	8	65	2768 MARKET ST		90											2	1			1				5X18	Root Prune and Root Barrier (1) Carrotwood		
55	3	43	2804 ADAMS AV		192															1				24X8	Root Prune and Root Barrier (1) Jacaranda		
56	3	45	3648 ALEXIA PL		90		4									1				1				4.5x20	Root Prune as needed and install 18" root barrier		
57	3	45	3701 ADAMS AV		265															3				5x25,5x10,5x18	Root Barrier and Root Prune (3)		
58	3	44	4663 FELTON ST		124																			31X4			
59	3	45	SEC 39TH ST AND ADAMS AV (4698 39TH ST)		138		6		1			A								3				10X5, 6X10, 7X4	Root Prune (3) Ficus and protect in place (1) Mexican Fan Palm. Install 24" root barrier the length of repair		
60	2	23	2451 POINSETTIA DR		150															1				5X30			
61	2	20	A/F 3747 UDALL ST		75		28													1				5X15	Root Prune and Root Barrier (1) Pine		
62	2	20	3769 POE ST		200															1				5X40	Root Prune and Root Barrier (1) Ash Tree		
63	2	20	3776 POE ST		250															1				5X50, HS/C 3X5	Root Prune and Root Barrier (1) Chinese Flame Tree		
64	2	20	3927 BERNICE DR		200												1			2				5X40	Root Prune and Root Barrier (2), enlarge tree well and narrow the sidewalk to a minimum clear width of 4' of travel from any obstruction		
65	2	20	3804 BERNICE DR		150			8												1		1		30X5	Root Prune and Root Barrier (1) Elm	Replace curb only. Match existing.	
66	2	15	2250 FROUDE ST		90															1				5x18	Root Prune and Root Barrier (1) Liquidambar		
67	2	15	4865 VOLTAIRE ST		375		45							1						3				5X30,5X15,5X30 HS/C 9X15, HS/DG 3X9	Root Prune and Root Barrier (3) including (1) Pine, (1) Gold Medallion and (1) Golden Rain Trees		
68	2	15	2171 SUNSET CLIFFS BL		50											1				1				10X5	Root Prune and Root Barrier (1) Ash Tree		
69	2	16	CABLE ST AND NEWPORT AV SW Corner, 3 Locations		318		12																	SW: 3x6,3x3,6x6,3x3,6x3,3x3,5x14,5x17,10x5,4x4, HS/C :10X3,3x5,3x8	No root barriers, No root prunes	MTS bus stop. Contact MTS (Keith Vam: 619-843-5684) 48 hours before construction	

ITEM#	CD	Map Page No.	LOCATIONS	Asphalt Pavement Repair (TON)	Remove and Replace Existing Sidewalk (SF)	Remove and Replace PCC Residential Driveway (SF)	Remove and Replace Curb and Gutter (LF)	Remove and Replace Curb only (LF)	Curb Ramp Type A or B with Detectable Warning Tiles (EA)	Curb Ramp Type C1 Or C2 with Detectable Warning Tiles (EA)	Curb Ramp Type D with Detectable Warning Tiles (EA)	Curb Ramp Type	Curb Outlet - Type A, D-25 (EA)	Sidewalk Underdrain Pipe, D-27 (EA)	Remove and Replace PCC Cross Gutter (SF)	Contractor Date Stamps and Impressions (EA)	Utility Box w/ Cover - Remove and Replace (EA)	Remove and Replace Miscellaneous Hardscape With Concrete (SF)	Remove and Replace Miscellaneous Hardscape With Topsoil (SF)	Tree Root Pruning & Barrier Installed (EA)	Large Tree Removal & Disposal (EA)	Small Tree Removal & Disposal (EA)	Stump Removal (EA)	Tree Planting (15 Gallon) (EA)	MEASUREMENT OF SIDEWALK AND HARDSCAPE (HS)	City Arborist Tree Recommendations	Notes
70	2	17	5018 NARRAGANSETT AV		125										1	1			1					5x25	Root Prune and Root Barrier (1) New Zealand Christmas Tree		
71	2	17	5019 NARRAGANSETT AV		125											1			1					5x25	Root Prune and Root Barrier (1) Brazilian Pepper Trees		
72	2	16	2039 EBERS ST		180		10												3					5x13,5x13,5x10	Root Prune and Root Barrier (3), Protect in Place (3) Mexican Fan Palms, enlarge tree well and narrow the sidewalk to a minimum clear width of 4' of travel from any obstruction and install false curb		
73	2	16	2035 EBERS ST		90		24													1				18X5	Remove one (1) Mexican fan palm	Install curb and gutter per standard	
74	2	14	A/F 2243 ABBOTT ST		112													24		1			1	4x8,4x20,HS/S 4x6	Remove (1) Peppermint Tree, replant with (1) African Sumac		
75	3	26	2123 - 2135 PINE ST		360											1		24	2	1			0	5X72	Root Prune and Root Barrier (2), Remove (1) Liquidambar and replant with (1) Raywood Ash Tree	Tree Watering Agreement is pending. No watering agreement received from the owner yet. No watering agreement, no tree planting. Ask PM team.	
76	3	28	1621 W LEWIS ST		392		95									1			3					10X12, 6X6, 24X4, 14X10	Root prune three (3) Jacaranda Install root barrier length of repair sidewalk side. 15 Percent crown reduction on three (3) Jacaranda post work completion		
77	3	26	1877 ALTAMIRA PL		935								3		1	2		160	6					102X5, 55X5, 30X5, HS/S 20X4, 8X4, 4X4, 8X4	Root Prune and Root Barrier (6), Liquidambar (2) and Queen Palms (4)	Coordinate with residents before removal of the bricks on parkway. Remove and replace HS with topsoil per specification	
78	3	28	1618 W LEWIS ST		260														1					14X10, 11X10	Root Prune and Root Barrier (1) Jacaranda and 15% crown reduction post work complete		
79	3	27	4230 ARGUELLO ST		155															1	1			31X5	Remove (2) California Pepper Trees		
80	3	28	3930 PORTOLA PL		200														2					40X5	Root Prune and Root Barrier (2)		
81	3	39	3070 2ND AV		681		20	1				A			4	1			6					5.5X80, 3.5X10, 3X12, 34X5	Root Prune and Root Barrier (6)		
82	3	32	3612-3614 4TH AV		363		45								1				1		1		1	10X31,9X5,4X2	Root Prune and Root Barrier (1), Remove (1) Queen Palm and replant with (1) Gold Medallion Tree		
83	3	29	902 W UNIVERSITY AV ON GOLDFINCH		140														60	2				5X28	Root Prune and Root Barrier (2) and enlarge tree well and narrow the sidewalk to a minimum clear width of 4' of travel from any obstruction	For Parking meter: Call PM team at least 48-hours before demolishing the concrete	
84	3	29	3970 GOLDFINCH ST		290											1	168		0					SW=5X38, 5X5, 4X15, HS/C= 4X40,2X4		MTS bus stop. Contact MTS (Keith Vam: 619-843-5684) 48 hours before construction	
85	3	31	733 SUTTER ST		135														1					27X5	Root Prune and Root Barrier (1) Australian Willow		
86	3	31	704 SUTTER ST		440														1					84X5, 4X5	Root Prune and Root Barrier (1) Liquidambar		
87	3	32	3754 5TH AV		90														1					5X16	Root Prune and Root Barrier (1)		
88	2	19	4844 DEL MAR AV		375		52														3			SW=5x75	Remove (3) Liquidambar		
89	2	19	4618 ORCHARD AV		150														2					5x30	Root Prune and Root Barrier (2) Pine		
90	2	22	4160 VOLTAIRE ST		110										1			36	1					5X22	Root Prune and Root Barrier (1) Hong Kong Orchid		
91	2	22	4170 VOLTAIRE ST		125										1			40	1					5X25, HS/C: 5X8	Root Prune and Root Barrier (1) Ash Tree		
92	2	21	4229 NIAGARA AV		50																			5X10			
93	2	25	1002 MOANA DR ON HILL ST		50												1			2				5X10	Root Prune and Root Barrier (2) Fan Palms if necessary		
94	2	24	3528 QUIMBY ST		168		30										1	268	1	1				4X42	Remove (1) Oleander, Root Prune and Root Barrier (1) Ash		
95	2	20	3843 BERNICE DR		330															1				5X66	Root Prune and Root Barrier (1) Elm		
96	8	91	4862 EBBTIDE WY		40												1			1				4x10	Root Prune and Root Barrier (1)		

ITEM#	CD	Map Page No.	LOCATIONS	Asphalt Pavement Repair (TON)	Remove and Replace Existing Sidewalk (SF)	Remove and Replace PCC Residential Driveway (SF)	Remove and Replace Curb and Gutter (LF)	Remove and Replace Curb only (LF)	Curb Ramp Type A or B with Detectable Warning Tiles (EA)	Curb Ramp Type C1 Or C2 with Detectable Warning Tiles (EA)	Curb Ramp Type D with Detectable Warning Tiles (EA)	Curb Ramp Type	Curb Outlet - Type A, D-25 (EA)	Sidewalk Underdrain Pipe, D-27 (EA)	Remove and Replace PCC Cross Gutter (SF)	Contractor Date Stamps and Impressions (EA)	Utility Box w/ Cover - Remove and Replace (EA)	Remove and Replace Miscellaneous Hardscape With Concrete (SF)	Remove and Replace Miscellaneous Hardscape With Topsoil (SF)	Tree Root Pruning & Barrier Installed (EA)	Large Tree Removal & Disposal (EA)	Small Tree Removal & Disposal (EA)	Stump Removal (EA)	Tree Planting (15 Gallon) (EA)	MEASUREMENT OF SIDEWALK AND HARDSCAPE (HS)	City Arborist Tree Recommendations	Notes
97	2	20	3777 POE ST		190															2				5X38	Root Prune and Root Barrier (2) Liquidambar		
98	8	92	5031 SURFSIDE DR		120															1				4X30	Root Prune and Root Barrier (1) Pear		
99	3	34	3661 RICHMOND ST		360		68												16	2				72X5, HS/S: 4X4	Root Prune and Root Barrier (2) Brazilian Pepper Trees	Replace the Brick Hard Scape with DG per Standard Specification	
100	3	34	1532 CYPRESS AV		90													16	16	1				SW: 18X5, HS/S: 4X4, HS/C: 4X4	Root Prune and Root Barrier (1) Plumeria		
101	9	49	5131 Dorman Dr		80															1				4X20	Root Prune and Root Barrier (1) Jacaranda, Reduce sidewalk width (if applicable) and keep the sidewalk width to a minimum clear width of 4' of travel from any obstruction		
102	9	47	4145 Wilson Av		650		130													20	1			SW: 5X130, HS/S: 4X5	Root Prune and Root Barrier (1) Carob		
103	9	70	4196 Market St		318		53																	53X6	Remove (1) Carrot wood		
104	9	70	4196 Market St on 42nd St.		150																			30X5			
105	1	5	La Jolla Shores Dr and Inyaha Ln SWC		48																			SW: 12x4			
106	1	6	4052 Mahaila Av on Regents Rd		300																			60X5			
107	1	6	4082 Mahaila Av on Regents Rd		100																			5X20			
108	1	6	8540 Costa Verde Blvd on Regents Rd		464															2				58X8	Root Prune (2) Carrot Wood. Enlarge tree well 1'-2' in length. Roots larger than 2" in diameter need to be approved for removal. Install 18" (notched if necessary) root barrier the length of repair	May be removed from the project	
109	1	6	8550 Costa Verde Blvd on Regents Rd		124															1				6X9, 6X9, 4X4	Root Prune (1) Carrot Wood. Enlarge tree well 1'-2' in length. Roots larger than 2" in diameter need to be approved for removal. Install 18" (notched if necessary) root barrier the length of repair. Keep the sidewalk width to a minimum clear width of 4' of travel from any obstruction		
110	1	6	8730 Costa Verde Blvd on Regents Rd		176															1				8X22	Root Prune (1) Carrot Wood. Enlarge tree well 1'-2' in length. Roots larger than 2" in diameter need to be approved for removal. Install 18" (notched if necessary) root barrier the length of repair		
111	9	69	3704 Harding Av		105																			5X6,5X5,5X10		Install sidewalk up to curb. match scoring pattern	
112	9	51	4085-4095 44th St		120															1				4X30	Root Prune (1) Silk Oak Tree. Roots larger than 2" in diameter need to be approved for removal. Install (notched if necessary) 18" root barrier the length of repair		
113	9	51	43rd St and Wightman St		80															0				16X5	Protect in place (1) Queen Palm meander sidewalk/ enlarge tree well to accommodate root ball. No root barrier		
114	4	76	815 Hal St		140																			4X35	Remove (1) Ash tree		
115	4	76	827 Hal St		20																			5X4			
116	4	77	802 Kelton Rd		80																	1	0	4X20	Remove (1) Ash Tree and replant with (2+) Raywood Ash Trees	Tree Watering Agreement is pending. No watering agreement by owner, no tree Planting. Ask PM team.	
117	4	80	7358 Gribble St		120																			30X4			
118	4	80	7184 Danawoods Ct		60																			4X15			
119	4	78	6110 Alderley St		308														80					32X4,4X45, HS/C: 12X5,4X5		Do not reinstall privately installed grate on hardscape. Install hardscape with concrete only.	

ITEM#	CD	Map Page No.	LOCATIONS	Asphalt Pavement Repair (TON)	Remove and Replace Existing Sidewalk (SF)	Remove and Replace PCC Residential Driveway (SF)	Remove and Replace Curb and Gutter (LF)	Remove and Replace Curb only (LF)	Curb Ramp Type A or B with Detectable Warning Tiles (EA)	Curb Ramp Type C1 Or C2 with Detectable Warning Tiles (EA)	Curb Ramp Type D with Detectable Warning Tiles (EA)	Curb Ramp Type	Curb Outlet - Type A, D-25 (EA)	Sidewalk Underdrain Pipe, D-27 (EA)	Remove and Replace PCC Cross Gutter (SF)	Contractor Date Stamps and Impressions (EA)	Utility Box w/ Cover - Remove and Replace (EA)	Remove and Replace Miscellaneous Hardscape With Concrete (SF)	Remove and Replace Miscellaneous Hardscape With Topsoil (SF)	Tree Root Pruning & Barrier Installed (EA)	Large Tree Removal & Disposal (EA)	Small Tree Removal & Disposal (EA)	Stump Removal (EA)	Tree Planting (15 Gallon) (EA)	MEASUREMENT OF SIDEWALK AND HARDSCAPE (HS)	City Arborist Tree Recommendations	Notes	
120	4	75	588 Drew View Ln		48																			12X4, HS/C: 4X5,4X5				
121	4	84	416 Deep Dell Rd		100											1				40					4X25	Root Prune and Root Barrier (1) Queen palm		
122	4	79	6600-6799 Plaza Bl (1)		45		20																		5X4,5X3,5X1,5X1			
123	4	79	6600-6799 Plaza Bl (2)		20																				5X4			
124	4	79	6600-6799 Plaza Bl (3) Locations (3)		300																				5X5,5X25,5X30			
125	4	79	6600-6799 Plaza Bl (4)		450																				5X90			
126	4	79	6600-6799 Plaza Bl (5)		250																				5X250			
127	4	79	6600-6799 Plaza Bl (6)		25																				5X5			
128	4	79	6600-6799 Plaza Bl (7)		350																				5X70			
129	4	79	6600-6799 Plaza Bl (8)		175																				5X35			
130	4	79	6600-6799 Plaza Bl (9)		200																				5X40			
131	4	79	6600-6799 Plaza Bl (10)		150																				5X30			
132	4	79	6600-6799 Plaza Bl (11)		250																				5X50			
133	4	79	6600-6799 Plaza Bl (12) (3 Locations)		325																				5X40, 5X20, 5X5			
134	4	79	6600-6799 Plaza Bl (13)		225	30							1												5X45		For D-25: Install standard	
135	4	79	6600-6799 Plaza Bl (14)		90	15																			5X15, 5X3	No root prune or barrier is required for this location		
136	4	74	909 S 47th St		100																				20x5			
137	4	85	A/F 365 Sunswept St		108		39																			27X4	Remove (1) Tree	
138	4	86	6211 Viewpoint Dr		72																					18X4, HS/C 12X4	Take proper care of tuft when performing construction job	
139	4	87	2814 Utica Dr		80																					20X4	REMOVE (1) Sweetgum tree and replant with (1) Raywood Ash Tree	
140	4	88	2629 Calle Serena		176		42									1										44X4	REMOVE (1) Ash tree and replant with (1) Raywood Ash Tree	
141	4	88	6202 Chadwick Av on Homedale		220		33																			55X4	REMOVE (2) trees	
142	4	87	Parkside Av and Garber Av		48																					14X2,5X4		
143	8	93	4907 Royal Island Wy		104																					26X4	REMOVE (1) Tipu, lean	
144	2	21	1704 Redondo St on Santa Cruz Ave		350																					70X5	Root Prune (3) Melaleuca Trees. Roots larger than 2" in diameter need to be approved for removal. Install (notched if necessary) 18" root barrier the length of repair.	
145	2	20	3789 La Cresta Dr		140																					5X28	REMOVE (1) sweetgum, REMOVE (1) Jacaranda and replant with (2) Gold Medallion Trees	
146	3	41	333 W Ivy St		125		23																			25X5	Root Prune and Root Barrier (3), Expand tree well by 1' all directions (if applicable), and keep the sidewalk width to a minimum clear width of 4' of travel from any obstruction for (1) Callery pear	
147	3	41	2257 5th Av		115																					23X5	Root Prune (1) Jacaranda Tree. Roots larger than 2" in diameter need to be approved for removal. Install (notched if necessary) 18" root barrier the length of repair.	
148	3	41	2273 5th Av		190																					38X5	Root Prune (3) Jacaranda Trees. Roots larger than 2" in diameter need to be approved for removal. Install (notched if necessary) 18" root barrier the length of repair.	
149	3	36	Polk Av and Georgia St NW Corner		225											1										45X5		
150	3	28	1804 Washington Pl		135																					5X15,5X12		
151	3	34	3770 Centre St		165											1										33X5, HS/C 44X2	Root Prune (1) Magnolia Tree & (1) Crape Myrtle. Enlarge tree wells 1'-2' in length. Roots larger than 2" in diameter need to be approved for removal. Install 18" (notched if necessary) root barrier the length of repair.	
152	3	38	A/F 3761 Utah St		70																					14X5	No root barriers or root pruning should be required for the queen palms at this location.	

ITEM#	CD	Map Page No.	LOCATIONS	Asphalt Pavement Repair (TON)	Remove and Replace Existing Sidewalk (SF)	Remove and Replace PCC Residential Driveway (SF)	Remove and Replace Curb and Gutter (LF)	Remove and Replace Curb only (LF)	Curb Ramp Type A or B with Detectable Warning Tiles (EA)	Curb Ramp Type C1 Or C2 with Detectable Warning Tiles (EA)	Curb Ramp Type D with Detectable Warning Tiles (EA)	Curb Ramp Type	Curb Outlet - Type A, D-25 (EA)	Sidewalk Underdrain Pipe, D-27 (EA)	Remove and Replace PCC Cross Gutter (SF)	Contractor Date Stamps and Impressions (EA)	Utility Box w/ Cover - Remove and Replace (EA)	Remove and Replace Miscellaneous Hardscape With Concrete (SF)	Remove and Replace Miscellaneous Hardscape With Topsoil (SF)	Tree Root Pruning & Barrier Installed (EA)	Large Tree Removal & Disposal (EA)	Small Tree Removal & Disposal (EA)	Stump Removal (EA)	Tree Planting (15 Gallon) (EA)	MEASUREMENT OF SIDEWALK AND HARDSCAPE (HS)	City Arborist Tree Recommendations	Notes
153	3	38	A/F 3775 Utah St		65															1				13X5	Root Prune and Root Barrier (1)		
154	3	38	A/F 3753 Utah St		60																			5X12			
155	3	42	3385 Granada Av		180																			30X6		Match existing color and scoring pattern	
156	3	42	3393 Granada Av		264														20	5				44X6	Root Prune (5) Trees. Roots larger than 2" in diameter need to be approved for removal. Install (notched if necessary) 18" root barrier the length of repair.	Match existing color and scoring pattern	
157	3	40	2600 Front St		75		26															1		25X5	REMOVE (1) Carrot wood.		
158	3	40	2614 Front St		250		22																	50X5			
159	3	41	2000-2099 5th Av		395		30											275	93	2				5X28, 5X51, HS/C 4.5X13, HS/C 4X17, HS/C 4.5X33, HS/S 4.5X8, HS/S 4.5X6.5, HS/S 4.5X6	Root Prune (2) Red Flowering Gum. Enlarge tree well 1'-2' in length. Roots larger than 2" in diameter need to be approved for removal. Install 18" (notched if necessary) root barrier the length of repair.	For Parking meter: Call PM team at least 48-hours before demolishing the concrete.	
160	3	57	1916 30th St		156			21									2		20	1				26X6	Root Prune and Root Barrier (1), ARBORIST REQUIRED on site		
161	3	41	1930 1st Av		75																			15X5	Root Prune and Root Barrier (1) Jacaranda		
162	3	41	1946 1st Av		110																			22X5	Root Prune and Root Barrier (1) Jacaranda, expand tree well by 2' (if applicable) all directions and keep the sidewalk width to a minimum clear width of 4' of travel from any obstruction. Call the City Arborist during root pruning.		
163	3	58	1638 Edgemont St		190															1				38X5	Root Prune and Root Barrier (1) fan palm		
164	3	58	3268 Beech St		375		50																	75X5	Root Prune and Root Barrier (1) Sweetgum		
165	3	59	1409 30th St		180		42																	36X5	Root Prune and Root Barrier (1) fan palm		
166	3	59	1429 30th St		150																			30X5	Root Prune and Root Barrier (1) fan palm		
167	3	59	1435 30th St		90																			18X5	Root Prune and Root Barrier (1) pistache, Reduce sidewalk width to 4'		
168	3	59	1302 Grove St		260		45																	52X5	REMOVE (2) trees and replant with (2) African Sumac	Tree Watering Agreement is pending. No watering agreement received from the owner yet. No watering agreement, no tree Planting. Ask PM team.	
169	3	47	3531 El Cajon Bl		165		15							1										10X30	Root Prune and Root Barrier (2), Expand tree well by 5' x 10' (if applicable) and keep the sidewalk width to a minimum clear width of 4' of travel from any obstruction		
170	3	36	1902 Howard Av on Georgia St		264																			44X6			
171	3	37	2046 University Av		1160																			50X10, 132X5	Root Prune and Root Barrier (4)		
172	3	33	3560 7th Av		330																			55X6	Root Prune and Root Barrier (1) Jacaranda		
173	3	57	2145 Fern St		350		80																	70X5	Root Prune and Root Barrier (2) tipu trees. Arborist REQUIRED on site		
174	3	35	3920 Normal St		1260		125																	105X12	Root Prune and Root Barrier (2) Eucalyptus, expand tree well by 1' (or more, if applicable) all directions and keep the sidewalk width to a minimum clear width of 4' of travel from any obstruction	Remove and replace Curb & Gutter per standard. Please notify the PM team once the work is complete at this location. City crew will perform paint job.	
175	4	81	1269 ARMACOST RD		125									1				140						5X25, HS/C 5X28	Root Prune (1) Carrot Wood. Enlarge tree well 2'-3' in length. Roots larger than 2" in diameter need to be approved for removal. Install 18" (notched if necessary) root barrier the length of repair.	Replace the hardscape around the Fire hydrant per SDW-104 (SD-2016)	
176	9	69	288 S 37TH ST		330																			66X5	Root Prune and Root Barrier (1)		

ITEM#	CD	Map Page No.	LOCATIONS	Asphalt Pavement Repair (TON)	Remove and Replace Existing Sidewalk (SF)	Remove and Replace PCC Residential Driveway (SF)	Remove and Replace Curb and Gutter (LF)	Remove and Replace Curb only (LF)	Curb Ramp Type A or B with Detectable Warning Tiles (EA)	Curb Ramp Type C1 Or C2 with Detectable Warning Tiles (EA)	Curb Ramp Type D with Detectable Warning Tiles (EA)	Curb Ramp Type	Curb Outlet - Type A, D-25 (EA)	Sidewalk Underdrain Pipe, D-27 (EA)	Remove and Replace PCC Cross Gutter (SF)	Contractor Date Stamps and Impressions (EA)	Utility Box w/ Cover - Remove and Replace (EA)	Remove and Replace Miscellaneous Hardscape With Concrete (SF)	Remove and Replace Miscellaneous Hardscape With Topsoil (SF)	Tree Root Pruning & Barrier Installed (EA)	Large Tree Removal & Disposal (EA)	Small Tree Removal & Disposal (EA)	Stump Removal (EA)	Tree Planting (15 Gallon) (EA)	MEASUREMENT OF SIDEWALK AND HARDSCAPE (HS)	City Arborist Tree Recommendations	Notes
177	9	56	4554 ALAMO DR		300												2			2		1		60X5	REMOVE (1) Sweetgum, Root Prune and Root Barrier (2) Crepe myrtles		
178	3	35	3825 CENTRE ST		680		92											2		3				85X8	Root Prune (2) Carrot Wood & (1) Crape Myrtle. Enlarge tree wells 1'-2' in length. Roots larger than 2" in diameter need to be approved for removal. Install 18" (notched if necessary) root barrier the length of repair. (Contractor: If you have any questions, please ask PM team)	If you have any questions, please ask PM team.	
179	9	55	6305 STANLEY AV on 63rd ST		270															2				54X5	Root Prune and Root Barrier (2)		
180	9	53	2667 RIDGE VIEW DR		120																			30X4	REMOVE (1) Ficus		
181	9	54	6545 EL CAJON BL		103															1				9X7, 5X8	Root Prune (1) Golden Rain Tree. Enlarge tree well 1' in length & width. Install 24" root barrier the length of repair.		
182	9	54	6559 EL CAJON BL		204															1				12X8,6X8,12X5	Root Prune (1) Golden Rain Tree. Enlarge tree well 1' in length & width. Install 24" root barrier the length of repair.		
183	9	54	6555 EL CAJON BL		202															2				20X8,7X6	Root Prune (2) Golden Rain Tree. Enlarge tree well 1' in length & width. Install 24" root barrier the length of repair.		
184	9	46	4116 MADISON AV		192		110													0				32X6, HS/5 4X10	(1) Date Palm. Narrow sidewalk to accommodate root ball.		
185	3	35	1040 UNIVERSITY AV		152															1				14X10,6X2	Root Prune and Root Barrier (1) Jacaranda, REMOVE grate, expand tree well by 1' all directions (if applicable), and keep the sidewalk width to a minimum clear width of 4' of travel from any obstruction		
186	3	35	1040 UNIVERSITY AV		200		30													1				20X10	Root Prune and Root Barrier (1) Jacaranda, REMOVE grate, expand tree well by 1' all directions (if applicable), and keep the sidewalk width to a minimum clear width of 4' of travel from any obstruction		
187	9	50	5351 SAXON ST		128														5	1				32X4	Root Prune and Root Barrier (1) Jacaranda, Reduce sidewalk width and keep the sidewalk width to a minimum clear width of 4' of travel from any obstruction		
188	9	53	3032 ALTADENA AV		125															1				25X5	Root Prune (1) Bottle Brush Tree. Install 24" root barrier the length of repair.		
189	3	63	A/F 620 STATE ST		436																	2	0	12X10, 27X8, 10X10	Remove (2) Liquidambar and replant with (2) Raywood Ash Trees	Tree Watering Agreement is pending. No watering agreement received from the owner yet. No watering agreement, no tree Planting. Ask PM team.	
190	3	41	2231 5th Ave		110															1				5X22	Root Prune one (1). Install 18" root barrier the length of repair. 15% crown reduction post work completion		
191	3	41	A/F 2200 5th Ave		60															1				6X10	Root Prune one (1). Install 18" root barrier the length of repair. 15% crown reduction post work completion		
192	8	91	4856 Ebbtide Way		40															1				4X10	Root prune (1) Raywood Ash Tree, Install root barrier sidewalk length of repair. 15% crown reduction post work completion		
193	8	91	4824 Ebbtide Way		32															1				4X8	Root prune (1) Raywood Ash Tree, Install root barrier sidewalk length of repair. 15% crown reduction post work completion		

ITEM#	CD	Map Page No.	LOCATIONS	Asphalt Pavement Repair (TON)	Remove and Replace Existing Sidewalk (SF)	Remove and Replace PCC Residential Driveway (SF)	Remove and Replace Curb and Gutter (LF)	Remove and Replace Curb only (LF)	Curb Ramp Type A or B with Detectable Warning Tiles (EA)	Curb Ramp Type C1 Or C2 with Detectable Warning Tiles (EA)	Curb Ramp Type D with Detectable Warning Tiles (EA)	Curb Ramp Type	Curb Outlet - Type A, D-25 (EA)	Sidewalk Underdrain Pipe, D-27 (EA)	Remove and Replace PCC Cross Gutter (SF)	Contractor Date Stamps and Impressions (EA)	Utility Box w/ Cover - Remove and Replace (EA)	Remove and Replace Miscellaneous Hardscape With Concrete (SF)	Remove and Replace Miscellaneous Hardscape With Topsoil (SF)	Tree Root Pruning & Barrier Installed (EA)	Large Tree Removal & Disposal (EA)	Small Tree Removal & Disposal (EA)	Stump Removal (EA)	Tree Planting (15 Gallon) (EA)	MEASUREMENT OF SIDEWALK AND HARDSCAPE (HS)	City Arborist Tree Recommendations	Notes
194	3	29	4092 Goldfinch St		25			8												1				5X5	Root prune (1) Golden Rain Tree on two sides. Install root barrier on sidewalk side. 15 % crown reduction post work completion	Match the Existing curb.	
195	4	79	6600-6799 Plaza Bl (15)		75		15																	5X15	No root prune or barrier is required for this location.		
196	4	79	6600-6799 Plaza Bl (16)		75		15																	5X15	No root prune or barrier is required for this location.		
197	9	46	4545 Edgeware Rd		80																			SW: 5X16	No root prune or barrier is required for this location.		
198	3	37	2046 University Av on Alabama St		280															1		1		SW: 5X50,3X10	Remove (1) China Berry Tree. Root Prune (1) Locust Tree and install root barrier on sidewalk length of repair.		
199	3	38	A/F 3785 Utah St		95															1				5X19	Root Prune and Root Barrier (1) Palm Tree		
200	3	38	A/F 3765 Utah St, Loc#1		20															1				4X5	Root Prune and Root Barrier (1) Palm Tree		
201	3	38	A/F 3765 Utah St, Loc#2		80																			5X16			
202	4	79	6600-6799 Plaza Bl (17)		100																			5X20	No root prune or barrier is required for this location		
203	4	79	6600-6799 Plaza Bl (18)		100																			5X20	No root prune or barrier is required for this location		
204	7	97	6445 Lake Badin Ave		20						2	D			341									4X5			
205	7	98	8482 Harwell Drive		60												1	80		1				SW: 4X15, HS/C: 20X4	Enlarge tree well Root Prune (1) Jacaranda Root barrier the length of sidewalk repair. 15% crown reduction post work completion		
206	7	98	8476 Harwell Drive		80															1				SW:20X4, HS/C:20X4.5, 22X1	Enlarge tree well Root Prune (1) Jacaranda Root barrier the length of sidewalk repair. 15% crown reduction post work completion		
SUM				4.28	42495	572	2048	65	4	1	4	0	4	6	1025	18	53	2232	985	229	12	22	4	7			
Contingency (5%), selected columns only				0	2125	29	102	3	0	0	0	0	0	0	51	1	3	112	49	11	1	1	0	0			
Total Sum				5	44620	601	2150	68	4	1	4	0	4	6	1076	19	56	2344	1034	240	13	23	4	7			

APPENDIX G
HAZARDOUS WASTE LABEL AND 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) _____
UNNA 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 NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
• This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
• Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
• This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
• Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

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

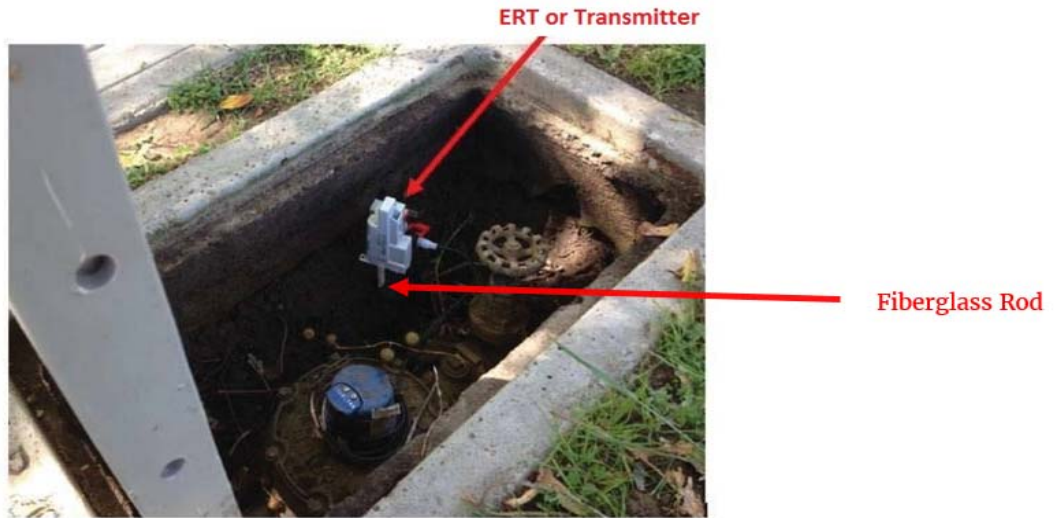


Photo 6 below is an example of disturbance that shall be avoided:

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.

APPENDIX J
CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Appendix J

City of San Diego
Asphalt Concrete Repair
Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

Dig out Locations: 1. _____
2. _____
3. _____

Tack Coat Application Rate @ Locations:
1. _____
2. _____
3. _____

Asphalt Temperature at Placement @ Locations:
1. _____
2. _____
3. _____

Asphalt Depth @Locations:
1. _____
2. _____
3. _____

Compaction Test Result @Locations:
1. _____
2. _____
3. _____

Location and nature of defects:

- 1. _____
- 2. _____
- 3. _____

Remedial and Corrective Actions taken or proposed for Engineer's approval:

- 1. _____
- 2. _____
- 3. _____

Date's City Laboratory representative was present:

- 1. _____
- 2. _____
- 3. _____

Verified the following:

- 1. Proper Storage of Materials & Equipment
- 2. Proper Operation of Equipment
- 3. Adherence to Plans and Specs
- 4. Review of QC Tests
- 5. Safety Inspection

Initials:

- _____
- _____
- _____
- _____
- _____

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

ATTACHMENT F
RESERVED

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 L.C. Paving & Sealing, Inc., herein called "Contractor" for construction of **Sidewalk Replacement Group 1604**; Bid No. **K-19-1738-DBB-3**, in the amount of Eight Hundred Twenty Thousand Five Hundred Ninety-Four Dollars and Zero Cents (\$820,594.00), which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Sidewalk Replacement Group 1604**, on file in the office of the Public Works Department as Document No. **B-16030**, 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 **Sidewalk Replacement Group 1604**, Bid Number **K-19-1738-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. Elliott, City Attorney

By 

By 


Print Name: Stephen Samara
Principal Contract Specialist
Public Works Department

Print Name: Cassandra Mougjin
Deputy City Attorney

Date: 9/18/2019

Date: September 20, 2019

CONTRACTOR

By 

Print Name: Jose A. Salinas

Title: President, VP, Treas, Secretary

Date: August 14, 2019

City of San Diego License No.: B2015032781

State Contractor's License No.: 621610

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004325

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

AMERICANS 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 Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "Americans 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 has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

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:

Sidewalk Replacement Group 1604

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-19-1738-DBB-3**, SAP No. (WBS/IO/CC) **B-16030** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION**

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	DIR Registration Number	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [Ⓚ]	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION**

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	DIR Registration Number	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

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. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)**

Bids will not be accepted until ALL the above-named 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 LC Paving & Sealing, Inc. as Principal, and
Argonaut Insurance Company as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

Bid No. K-19-1738-DBB-3 Sidewalk Replacement Group 1604

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 24th day of June, 2019

LC Paving & Sealing, Inc. (SEAL)
(Principal)
By:  (Signature)

Argonaut Insurance Company * (SEAL)
(Surety)
By:  (Signature)
Gabriella Grady, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

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 June 27, 2019 before me, Marisa Haas, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

Joshua C. Betz

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Mreks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 24th day of June, 2019.



James Bluzard

James Bluzard, Vice President-Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

On JUN 24 2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared GABRIELLA GRADY
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 [Handwritten Signature]
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: _____

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

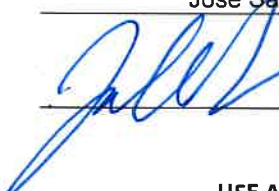
As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated 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
N/A					

Contractor Name: L.C. Paving & Sealing, Inc.

Certified By Jose Salinas Title President, Vice President, & Secretary
Name

Signature Date 6/27/19

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

L.C. Paving & Sealing, Inc.

Legal Name	DBA		
620 Alpine Way	Escondido	CA	92029
Street Address	City	State	Zip
Jose Salinas President, Vice President, & Secretary	(760) 752-1743	(760) 752-1674	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Jose Salinas	President, Vice President, & Secretary
Name	Title/Position
San Marcos, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Jose - Sole Owner 100%	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Jose Salinas President, Vice President, & Secretary		6/27/19
Print Name, Title	Signature	Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

SUBCONTRACTOR LISTING
(OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1777.1 and 17725.5, 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 California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor) - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).**

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: <u>LC Tree Service</u> Address: <u>4455 Murphy Canyon Road, Suite 100</u> City: <u>San Diego</u> State: <u>California</u> Zip: <u>92123</u> Phone: <u>(619)677-5777</u> Email: <u>info@lctrees.com</u>	Constructor	1000059286	979396	Removal of trees Stump Grinding
Name: <u>Kissinger Trucking and Equipment Rental</u> Address: <u>PO Box 261805</u> City: <u>San Diego</u> State: <u>California</u> Zip: <u>92196</u> Phone: <u>(585)695-9548</u> Email: <u>kissingertrk@att.net</u>	Constructor	1000026115	CA23244	Truck Hauling
Name: <u>Johnston Tractor, Inc.</u> Address: <u>1824 Highlands View Rd</u> City: <u>Alpine</u> State: <u>California</u> Zip: <u>91901</u> Phone: <u>(619)722-7505</u> Email: <u>johnstontractorinc@gmail.com</u>	Constructor	1000002192	833490	Demo Grading
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

**** USE ADDITIONAL FORMS AS NECESSARY ****

Bid Results

Bidder Details

Vendor Name L C Paving & Sealing, Inc.
Address 996 Borden Rd
 San Marcos, CA 92069
 United States
Respondee marisa haas
Respondee Title office manager
Phone 760-752-1743 Ext.
Email marisa@lcpaving.com
Vendor Type LAT,MALE,PQUAL,DBE,MBE,CADIR,Local
License # 621610
CADIR 1000004325

Bid Detail

Bid Format Electronic
Submitted June 27, 2019 1:50:08 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 183281
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Certification of Pending Actions	Cert of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Mandatory Disclosure of Business Interests	Mandatory Disclosure.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Subcontractor Listing	Subcontractor Listing.pdf	SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)
Bid Bond	san diego bid bond_001.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	Main Bid					
1	Asphalt Pavement Repair					
	237310	TON	5	\$300.00	\$1,500.00	
2	Class 2 Aggregate Base					
	237310	TON	100	\$60.00	\$6,000.00	
3	Contractor Date Stamps and Impressions					
	237310	EA	19	\$140.00	\$2,660.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
4	Remove and Replace Existing Sidewalk					
	237310	SF	44620	\$8.00	\$356,960.00	
5	Remove and Replace Curb and Gutter					
	237310	LF	2150	\$41.00	\$88,150.00	
6	Remove and Replace Curb only					
	237310	LF	68	\$30.00	\$2,040.00	
7	Remove and Replace PCC Cross Gutter					
	237310	SF	1076	\$13.50	\$14,526.00	
8	Remove and Replace PCC Residential Driveway					
	237310	SF	601	\$13.00	\$7,813.00	
9	Remove and Replace Miscellaneous Hardscape With Topsoil					
	238990	SF	1034	\$8.00	\$8,272.00	
10	Remove and Replace Miscellaneous Hardscape With Concrete					
	238990	SF	2344	\$8.00	\$18,752.00	
11	Sidewalk Underdrain Pipe					
	237110	EA	6	\$30.00	\$180.00	
12	Curb Outlet - Type A					
	237110	EA	4	\$5,000.00	\$20,000.00	
13	PCC Curb Ramp - Large					
	237310	EA	5	\$4,000.00	\$20,000.00	
14	PCC Curb Ramp - Small					
	237310	EA	4	\$1,200.00	\$4,800.00	
15	Utility Box w/ Cover					
	237310	EA	56	\$200.00	\$11,200.00	
16	Traffic Control Design (Working Drawings)					
	541330	LS	1	\$2,500.00	\$2,500.00	
17	Traffic Control					
	237310	LS	1	\$15,000.00	\$15,000.00	
18	Tree Root Pruning & Barrier Installed					
	561730	EA	240	\$500.00	\$120,000.00	
19	Stump Removal					
	561730	EA	4	\$325.00	\$1,300.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
20	Small Tree Removal & Disposal (< 24-inch trunk diameter)					
	561730	EA	23	\$1,053.00	\$24,219.00	
21	Large Tree Removal & Disposal (> or = 24-inch trunk diameter)					
	561730	EA	13	\$1,944.00	\$25,272.00	
22	Tree Planting (15 Gallon)					
	561730	EA	7	\$350.00	\$2,450.00	
23	Bonds (Payment and Performance)					
	524126	LS	1	\$12,000.00	\$12,000.00	
24	WPCP Development					
	541330	LS	1	\$1,200.00	\$1,200.00	
25	WPCP Implementation					
	237990	LS	1	\$3,800.00	\$3,800.00	
26	Field Orders (EOC Type II)					
		AL	1	\$50,000.00	\$50,000.00	
Subtotal					\$820,594.00	
Total					\$820,594.00	

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
LC Tree Service 4455 Murphy Canyon Road, Suite 100 San Diego, CA 92123 United States	Removal of trees Stump Grinds	979396	1000044782	\$47,025.00	CAU,MALE,ELBE,CA DIR
johnston tractor 1824 highlands view rd alpine, CA 91901 United States	Demo and Grading	833490	1000002192	\$13,900.00	
Kissinger Trucking PO Box 261805 San Diego, CA 92196 United States	Truck hauling of material	000001	1000026115	\$60,540.00	

Line Totals (Unit Price * Quantity)								
Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	L C Paving & Sealing, Inc. - Unit Price	L C Paving & Sealing, Inc. - Line Total
1	Main Bid	237310	Asphalt Pavement Repair	302-3.2	TON	5	\$300.00	\$1,500.00
2	Main Bid	237310	Class 2 Aggregate Base	301-2.4	TON	100	\$60.00	\$6,000.00
3	Main Bid	237310	Contractor Date Stamps and Impressions	303-5.9	EA	19	\$140.00	\$2,660.00
4	Main Bid	237310	Remove and Replace Existing Sidewalk	303-5.9, 303-7.5	SF	44620	\$8.00	\$356,960.00
5	Main Bid	237310	Remove and Replace Curb and Gutter	302-3.2, 303-5.9	LF	2150	\$41.00	\$88,150.00
6	Main Bid	237310	Remove and Replace Curb only	302-3.2, 303-5.9	LF	68	\$30.00	\$2,040.00
7	Main Bid	237310	Remove and Replace PCC Cross Gutter	303-5.9	SF	1076	\$13.50	\$14,526.00
8	Main Bid	237310	Remove and Replace PCC Residential Driveway	303-5.9	SF	601	\$13.00	\$7,813.00
9	Main Bid	238990	Remove and Replace Miscellaneous Hardscape With Topsoil	301-1.7, 801-9	SF	1034	\$8.00	\$8,272.00
10	Main Bid	238990	Remove and Replace Miscellaneous Hardscape With Concrete	303-5.9	SF	2344	\$8.00	\$18,752.00
11	Main Bid	237110	Sidewalk Underdrain Pipe	303-1.11	EA	6	\$30.00	\$180.00
12	Main Bid	237110	Curb Outlet - Type A	303-1.11	EA	4	\$5,000.00	\$20,000.00
13	Main Bid	237310	PCC Curb Ramp - Large	303-5.10.2	EA	5	\$4,000.00	\$20,000.00
14	Main Bid	237310	PCC Curb Ramp - Small	303-5.10.2	EA	4	\$1,200.00	\$4,800.00
15	Main Bid	237310	Utility Box w/ Cover	306-15.8	EA	56	\$200.00	\$11,200.00
16	Main Bid	541330	Traffic Control Design (Working Drawings)	601-6	LS	1	\$2,500.00	\$2,500.00
17	Main Bid	237310	Traffic Control	601-6	LS	1	\$15,000.00	\$15,000.00
18	Main Bid	561730	Tree Root Pruning & Barrier Installed	801-9	EA	240	\$500.00	\$120,000.00
19	Main Bid	561730	Stump Removal	300-1.4	EA	4	\$325.00	\$1,300.00
20	Main Bid	561730	Small Tree Removal & Disposal (< 24-inch trunk diameter)	300-1.4	EA	23	\$1,053.00	\$24,219.00
21	Main Bid	561730	Large Tree Removal & Disposal (> or = 24-inch trunk diameter)	300-1.4	EA	13	\$1,944.00	\$25,272.00
22	Main Bid	561730	Tree Planting (15 Gallon)	801-9	EA	7	\$350.00	\$2,450.00
23	Main Bid	524126	Bonds (Payment and Performance)	2-4.1	LS	1	\$12,000.00	\$12,000.00
24	Main Bid	541330	WPCP Development	7-8.6.4.2	LS	1	\$1,200.00	\$1,200.00
25	Main Bid	237990	WPCP Implementation	7-8.6.4.2	LS	1	\$3,800.00	\$3,800.00
26	Main Bid		Field Orders (EOC Type II)	9-3.5	AL	1	\$50,000.00	\$50,000.00
							Subtotal	\$820,594.00
							Total	\$820,594.00