

# City of San Diego

**CONTRACTOR'S NAME:** Flatiron West, Inc.  
**ADDRESS:** 16470 W. Bernardo Drive, Suite 120, San Diego CA 92127  
**TELEPHONE NO.:** (760) 916-9100 **EMAIL:** driese@flatironcorp.com  
**CITY CONTACT:** Juan E. Espindola, Senior Contract Specialist, Email: [JEspindola@sandiego.gov](mailto:JEspindola@sandiego.gov)  
**Phone No.** (619) 533-4491  
L. Alo / R. Puertollano / M. L. Wenceslao

## CONTRACT DOCUMENTS



**FINAL**

## FOR

### EMERGENCY CONSTRUCTION SERVICES FOR: REPAIR OF TRAFFIC SIGNAL AT BALBOA AVENUE AND GENESEE AVENUE INTERSECTION

RFP NO.: K-18-1682-RFQ-3  
BID NO.: K-22-2046-EMR-1  
SAP NO. (WBS/IO/CC): B-22010  
CLIENT DEPARTMENT: 2116  
COUNCIL DISTRICT: 6  
PROJECT TYPE: IL

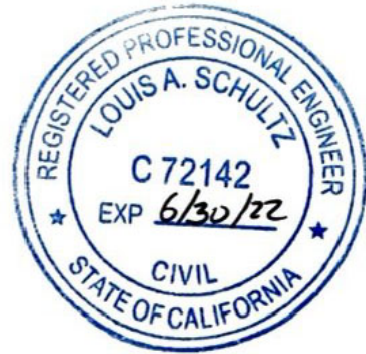
**ENGINEER OF WORK**

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

  
\_\_\_\_\_  
For City Engineer

9/24/21  
Date

Seal:



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## CITY OF SAN DIEGO, CALIFORNIA

### GENERAL

#### 1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of constructing this emergency project at the direction of the City Engineer.
- 1.2. The Work consists of repair and reconstruction of Repair of Traffic Signal at Balboa Avenue and Genesee Avenue Intersection. Repairs will include but is not limited to; drilling and pouring a new concrete pole foundation, repair of the adjacent sidewalk and curb ramp, and installation of a new traffic signal pole equipped with all necessary appurtenances. The project shall include the construction and traffic control services necessary to complete the emergency project.
- 1.3. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 7-3.7, "Agreed Prices" of The GREENBOOK.
- 1.4. A time-and-materials contract provides for acquiring labor, material, equipment and services that shall be paid for in accordance with 2-8, "EXTRA WORK" of The GREENBOOK and WHITEBOOK and as modified by the Supplementary Special Provisions.

#### 2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. **Prior** to the Award of the Contract or each Task Order, the Contractor must comply with the following registration requirements:
  - 2.1.1. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). **Contractor and Subcontractor Registration Requirements** for compliance with those requirements are outlined in are outlined in paragraph 7.9. of these "General Instructions."
  - 2.1.2. In addition, prior to award of the Contract or each Task Order, the Contractor and its Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:  
  
<https://pro.prismcompliance.com/default.aspx>.
  - 2.1.3. 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.

#### 3. EQUAL OPPORTUNITY: For the City's Equal Opportunity Program requirements see Part 0 of the City of San Diego 2018 Whitebook and Exhibit J - Forms.

4. **CONTRACT TIME:** The Work shall be completed within **60 Working Days** from the date of issuance of the Notice to Proceed.
5. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$130,000**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the City that sufficient additional funding has been secured.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **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.
  - 7.1. **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.
    - 7.1.1. 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.
    - 7.1.2. 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.

- 7.2. 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.
- 7.3. 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.
- 7.3.1.** 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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."
- 7.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 858-627-3200.

- 7.9. 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.
- 7.9.1** 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.
- 7.9.2** 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.
- 7.10. 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.
- 7.11. 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.
- 7.12. 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:
- 7.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

**7.12.2.** 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).

**7.12.3.** 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 7.11. above. (Labor code section 1773.3).

**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") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2018	PWPI010119-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-05
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD 2014 Rev 6) <a href="https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files">https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files</a>	2014	PWPI060121-10
<p><b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		



**9. INSURANCE REQUIREMENTS:**

- 9.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 9.2.** Refer to sections within 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**10. SUBCONTRACTOR INFORMATION:**

- 10.1. 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 **PORTRION** 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 - Section 3-2, "SELF-PERFORMANCE", 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.

- 10.2. 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.

11. **SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.
12. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.
13. **PLANS AND SPECIFICATIONS:** When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City's Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such questions will be issued in writing. Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the Purchasing & Contracting Department, Public Works Division, 525 B Street, Suite 750, San Diego, CA 92101, Telephone No. (619) 533-3450.
14. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including 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, before the Contract can be executed.
15. **PROPOSAL FORMS:** The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor 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.
  - 15.1. The Bidder, by submitting electronically, 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 contract are true and correct.
16. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.
17. **AWARD OF CONTRACT OR REJECTION OF PROPOSALS:**
  - 17.1. This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list or may be awarded to another contractor in case the list of available emergency contractors list is exhausted.
  - 17.2. The City reserves the right to reject the proposal from the emergency list-selected contractor and request a proposal from the next contractor on the list when such rejection is in the best interests of the City.

- 18. THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 1-7.2, "CONTRACT BONDS," 5-4.2, "GENERAL LIABILITY INSURANCE," and 5-4.3 "WORKERS' COMPENSATION INSURANCE" within **3 Working Days** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

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. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist or in the case the emergency contractor's list is exhausted to any other responsive contractor on a sole-source basis who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

- 19. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms. The signing of the Contract shall be conclusive evidence that the Contractor 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 Contract Documents.

- 20. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.

- 20.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 20.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 20.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 20.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 20.5.** 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.
- 20.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 20.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

- 21. WRITTEN AUTHORIZATION.** Prior to performing any Professional Services in connection with the Project, the Contractor shall obtain from the City a written authorization to proceed. Further, throughout the term of this Contract, the Contractor shall immediately advise the City in writing of any anticipated change in the scope of services [**Section 1 - Description of Work**], compensation and rate schedule [**Exhibit M**], or Time Schedule [**Section 4 - Contract Time**] and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Contractor from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

**AGREEMENT  
FOR  
EMERGENCY CONSTRUCTION SERVICES  
BETWEEN  
THE CITY OF SAN DIEGO  
AND  
FLATIRON WEST, INC**

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This Emergency Construction Services Agreement (Agreement) is made and entered between THE CITY OF SAN DIEGO, herein called "City" and **Flatiron West, Inc**, herein called "Contractor", for the purpose of performing emergency construction services for **Repair of Traffic Signal at Balboa Avenue and Genesee Avenue Intersection**, Bid No. **K-22-2046-EMR-1**, in the amount of **\$130,000** at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

**RECITALS**

- A. The City desires to construct the emergency project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City had previously issued a Request for Qualifications (RFQ), via **RFQ K-18-1682-RFQ-3**, for on-call emergency construction services.
- D. In accordance with this RFQ, Contractors submitted Statements of Qualifications (SOQ) for these services from which the City established a pre-qualified list of the most highly qualified contractors to perform emergency construction services as directed by the City.
- E. In accordance with said RFQ, the Contractor submitted an SOQ and is prepared to enter into this agreement.
- F. The City has selected the Contractor from the City's list of on-call contractors to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- G. The Contractor is ready, willing, and able to perform the emergency construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**AGREEMENT**

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.

- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. 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.
- D. 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.
- E. This agreement incorporates the Standard Specifications for Public Works Construction (The 2018 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2018 WHITEBOOK). All changes, additions, or both are stated herein and all other provisions remain unchanged.
- F. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK Part 0.
- G. The Contractor, including 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, before the Agreement can be executed.
- H. The Contractor shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004.
- I. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- J. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last signatory below, whichever occurred first.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the allowed number of Working Days from the NTP as specified in the Notice of Award, unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice of Award.
- L. Prior to NTP or as required by the City, the Contractor shall:
  - 1. File surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
  - 2. Obtain the required insurance in accordance with 5-4.2, "GENERAL LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

**IN WITNESS WHEREOF**, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the emergency contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

**THE CITY OF SAN DIEGO**

By 

Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Department

Date: 12/28/2021

**APPROVED AS TO FORM**

Mara W. Elliott, City Attorney

By 

Print Name: Ryan P. Gerrity  
Deputy City Attorney

Date: 01/13/2021

**CONTRACTOR**

By 

Print Name: Mario Martinez

Title: Vice President

Date: December 1, 2021

City of San Diego License No.: 1992002921

State Contractor's License No. : 772589

**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

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

Flatiron West, Inc., a corporation, as principal, and  
Liberty Mutual Insurance Company, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,  
jointly and severally, to The City of San Diego a municipal corporation in the sum of One Hundred  
Thirty Thousand Dollars and Zero Cents (\$130,000.00) for the faithful performance of the annexed  
contract, and in the sum of One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00)  
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.

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.



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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: 

By: 

Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Department

Print Name: Ryan P. Gerrity  
Deputy City Attorney

Date: 12/28/2021

Date: 01/13/2021

CONTRACTOR Flatiron West, Inc.

SURETY Liberty Mutual Insurance Company

By: 

By:   
Attorney-In-Fact

Print Name: Mario Martinez  
Vice President

Print Name: Lisa M. Scavetta

Date: November 16, 2021

Date: 11/9/2021

175 Berkeley Street, Boston, MA 02116

Mailing Address for Notices:

Attention: Emily Wilson, Surety Claims Dept.

1001 4th Avenue, Suite 3700, Seattle, WA 98155

Local Address of Surety

(212) 719-7750

Local Phone Number of Surety

\$845.00

Premium

015214654

Bond Number

# 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 November 16, 2021 before me, Jannette M. Carter, Notary Public  
(insert name and title of the officer)

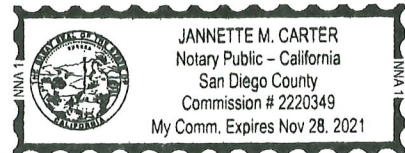
personally appeared Mario Martinez,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

Jannette M. Carter (Seal)



**CORPORATE ACKNOWLEDGMENT**

Form 152

STATE OF NEW JERSEY  
COUNTY OF BERGEN

On this 9th day of November, 2021 before me personally came Lisa M. Scavetta to me known, who, being by me duly sworn, did depose and say that she/he resides in Bronxville, New York that she/he is the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)

  
\_\_\_\_\_

**SHERRYANNE DEPIRRO**  
NOTARY PUBLIC, STATE OF NEW JERSEY  
MY COMMISSION EXPIRES  
**FEBRUARY 10, 2022**



LIBERTY MUTUAL INSURANCE COMPANY  
 FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets		Liabilities	
Cash and Bank Deposits .....	\$2,058,007,542	Unearned Premiums .....	\$8,448,706,991
*Bonds — U.S Government .....	2,209,760,437	Reserve for Claims and Claims Expense .....	23,879,216,613
*Other Bonds .....	15,902,755,586	Funds Held Under Reinsurance Treaties .....	343,068,613
*Stocks .....	18,517,107,230	Reserve for Dividends to Policyholders .....	1,192,716
Real Estate .....	193,169,809	Additional Statutory Reserve .....	77,397,000
Agents' Balances or Uncollected Premiums .....	6,970,170,469	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	118,399,147	Other Liabilities .....	6,279,510,804
Other Admitted Assets .....	12,079,597,645	<b>Total .....</b>	<b>\$39,029,092,737</b>
		Special Surplus Funds .....	\$178,155,102
		Capital Stock .....	10,000,075
		Paid in Surplus .....	10,945,045,214
		Unassigned Surplus .....	7,886,674,737
<b>Total Admitted Assets .....</b>	<b><u>\$58,048,967,865</u></b>	<b>Surplus to Policyholders .....</b>	<b>19,019,875,128</b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$58,048,967,865</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25<sup>th</sup> day of March, 2021.

*T. Mikolajewski*

Assistant Secretary



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

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

Certificate No: 8206136-974450

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charo J. Rosmond, Elliott W. Wolfe, James Baldassare, Jr., John F. Surano, Krista A. Burke, Lisa M. Scavetta, Maria L. Spadaccini, Nicholas F. Walsh, Sherryanne M. DePirro

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of August, 2021.



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

By: David M. Carey, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY

On this 12th day of August, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126944
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of November 2021



By: Renee C. Llewellyn, Assistant Secretary

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

AMENDED

Certificate of Authority

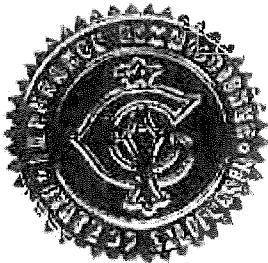
THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

LIBERTY MUTUAL INSURANCE COMPANY

of BOSTON, MASSACHUSETTS, organized under the laws of MASSACHUSETTS, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: FIRE, MARINE, SURETY, DISABILITY, PLATE GLASS, LIABILITY, WORKMEN'S COMPENSATION, COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, CREDIT, SPRINKLER, TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 15TH day of NOVEMBER, 1961, I have hereunto set my hand and caused my official seal to be affixed this 15TH day of NOVEMBER, 1961.



F. BRITTON McCONNELL  
Insurance Commissioner

By *[Signature]*  
Deputy

**EXHIBIT A**

**DRUG-FREE WORKPLACE CERTIFICATION**

## **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 5-1.3, "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.



**EXHIBIT B**

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

## 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 5-1.2, "California Building Code, California Code of Regulations Title 24 and 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.

**EXHIBIT C**

**CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

## **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 5-1.4, ("Contractor Standards and Pledge of Compliance"), 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.

**EXHIBIT D**

**EQUAL BENEFITS ORDINANCE CERTIFICATION**

## **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.

**EXHIBIT E**

**PRODUCT ENDORSEMENT**

## **CONTRACTOR CERTIFICATION**

---

### **PRODUCT ENDORSEMENT**

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.



**EXHIBIT F**

**AFFIDAVIT OF DISPOSAL**

**AFFIDAVIT OF DISPOSAL**

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

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

**Repair of Traffic Signal at Balboa Avenue and Genesee Avenue Intersection**

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-22-2046-EMR-1**; SAP No. (WBS) **B-22010**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Contractor

by

**ATTEST:**

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Notary Public in and for said County and State

**EXHIBIT G**

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

**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.

**EXHIBIT H**

**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

**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
	PLEASE SEE ATTACHMENT				

Contractor Name: Flatiron West, Inc.

Certified By Mario Martinez Title Vice President

  
 Name \_\_\_\_\_  
 Signature \_\_\_\_\_

Date December 1, 2021

**USE ADDITIONAL FORMS AS NECESSARY**

Date of Claim	Location	Description of Claim	Litigation Y/N	Status	Resolution/Remedial Action Taken
11/2010	Oakland, CA	Discrimination claim based on gender.	N	Closed	Settled
3/2014	San Francisco, CA	Discrimination claim based on race.	N	Closed	Settled
8/2014	San Francisco, CA	Discrimination claim based on sexual orientation.	N	Closed	Settled
1/2016	San Bernardino, CA	Discrimination claim based on gender.	N	Closed	Settled
2/2016	Seattle, WA	Discrimination claim based on age.	N	Closed	Withdrawn
5/2016	Brawley, CA	Discrimination claim based on race.	N	Closed	Settled
6/2016	Seattle, WA	Discrimination claim based on race.	N	Closed	Settled
2/2017	San Francisco, CA	Discrimination claim based on sexual orientation.	N	Closed	Settled
6/2017	Seattle, WA	Discrimination claim based on details unspecified.	N	Closed	Dismissed

**EXHIBIT I**

**MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**



## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Flatiron West, Inc.		Not applicable	
Street Address	City	State	Zip
12121 Scripps Summit Drive, Suite 400, San Diego	California		92131
Contact Person, Title		Phone	Fax
Mario Martinez, Vice President		760-916-9100	858-271-1330

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.

Name	Title/Position
PLEASE SEE ATTACHMENT	
City and State of Residence	Employer (if different than Bidder/Proposer)
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.

Mario Martinez, Vice President

Print Name, Title



Signature

December 1, 2021

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.**

**EXHIBIT J**

**FORMS**

## LIST OF SUBCONTRACTORS

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 3-2, "SELF-PERFORMANCE", 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	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	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: <u>Perry Electric, Inc.</u> Address: <u>P.O. Box 710130</u> City: <u>Santee</u> State: <u>CA</u> Zip: <u>92072</u> Phone: <u>619-449-0045</u> Email: <u>dferguson@perryelectricsd.com</u>	Constructor	1000012332	747931	Electrical	\$50,000	N/A	N/A	N/A
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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES <b>(MUST BE FILLED OUT)</b>	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: NONE 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.**

**DEBARMENT AND SUSPENSION CERTIFICATION**

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders and contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City.

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 Names of the Principal Individual owner(s)

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

NAME	TITLE
PLEASE SEE ATTACHMENT	

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

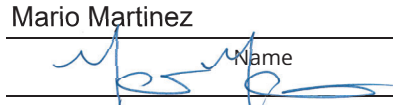
The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Flatiron West, Inc.

Certified By Mario Martinez Title Vice President  
  
 Name \_\_\_\_\_ Date December 1, 2021  
 Signature \_\_\_\_\_

**NOTE:** Providing false information may result in criminal prosecution or administrative sanctions.

**ATTACHMENT TO MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM  
FLATIRON WEST, INC.**

<b>Name</b>	<b>Title/Position</b>	<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>	<b>Interest in the transaction</b>
Javier Sevilla	President/Chief Operating Officer	Broomfield, CO	Not applicable	Corporate Officer - No ownership interest
Dr. Marc Scheer	Chief Financial Officer	Broomfield, CO	Not applicable	Corporate Officer - No ownership interest
Richard Grabinski	Executive Vice President/Deputy COO	Benicia, CA	Not applicable	Corporate Officer - No ownership interest
Karla Pascarella	Corporate Secretary/General Counsel	Broomfield, CO	Not applicable	Corporate Officer - No ownership interest
Dale A. Nelson	Senior Vice President	San Diego, CA	Not applicable	Corporate Officer - No ownership interest
Michael Costa	Senior Vice President	Benicia, CA	Not applicable	Corporate Officer - No ownership interest
Mario Martinez	Vice President	San Diego, CA	Not applicable	Corporate Officer - No ownership interest
Ural Yal	Vice President	Chino Hills, CA	Not applicable	Corporate Officer - No ownership interest
David Horn	Vice President	Renton, WA	Not applicable	Corporate Officer - No ownership interest
Shawn Golden	Vice President	Benicia, CA	Not applicable	Corporate Officer - No ownership interest
Sven Stranzenbach	Vice President	Broomfield, CO	Not applicable	Corporate Officer - No ownership interest
Sarah Tacker	Vice President, Project Controls	Benicia, CA	Not applicable	Corporate Officer - No ownership interest
W. Todd Bennett	Vice President/Assistant Secretary/Treasurer	Broomfield, CO	Not applicable	Corporate Officer - No ownership interest
David Cunningham	Vice President HR Business Operations	Broomfield, CO	Not applicable	Corporate Officer - No ownership interest
Daniel E. Lindsey	Vice President of Finance/Corporate Controller	Broomfield, CO	Not applicable	Corporate Officer - No ownership interest
Flatiron Constructors, Inc.	Parent Company	Broomfield, CO	Not applicable	Parent Company - 100% ownership interest

Names of the Principal individual owner(s)  
**FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS**

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Perry Electric, Inc.	
Todd Perry	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Flatiron West, Inc.

Certified By Mario Martinez Title Vice President

  
 Name \_\_\_\_\_  
 Signature \_\_\_\_\_ Date December 1, 2021

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

**EXHIBIT K**

**SUPPLEMENTARY SPECIAL PROVISIONS**



## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
  - a) General Provisions (A) for all Construction Contracts.

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### **PART 0 – EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

#### **SECTION A – GENERAL REQUIREMENTS**

**0-12 CONTRACT RECORDS AND REPORTS.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
  - a) **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10<sup>th</sup> day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

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

**1-2 TERMS AND DEFINITIONS.** To the “WHITEBOOK”, items 43, 56, 69, and 102, DELETE in their entirety and SUBSTITUTE with the following:

- 43. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, “EXTRA WORK” or 2-9, “CHANGED CONDITIONS”. A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract. The unused portion of the Field Order shall revert to the City upon Acceptance.
- 56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
- 69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
- 102. **Walk-through** - An inspection the City uses to verify the completion of the Project or phase of the Project and to generate a Punchlist prior to Acceptance.

To the “WHITEBOOK”, item 54, “Normal Working Hours”, ADD the following:

The **Normal Working Hours** are **9:00 PM to 5:00 AM**.

To the “WHITEBOOK”, ADD the following:

- 108. **Acceptance** – When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
- 109. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
- 110. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.

**1-7.1.3 Requests for Information (RFI).** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within **1 Working Day**.

2. Your RFI shall meet the following requirements:
  - a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.
  - b) RFIs shall be numbered sequentially.
  - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
  - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
  - e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, You shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive Your right to seek additional time or cost.
3. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
4. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.

**1-7.2 Contract Bonds.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
  - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.
  - b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

- i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
  - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.
  - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:

Deputy Director  
Construction Management and Field Engineering Division  
9573 Chesapeake Drive San Diego, CA 92123

## **SECTION 2 - SCOPE OF THE WORK**

**2-8**

**EXTRA WORK.** To the "WHITEBOOK", ADD the following:

2. Compensation for "Time-and-Material" emergency Contracts.
  - a) You will be compensated for charges directly associated with the project. staff
  - b) Any invoiced off site work shall include a summary of work.
  - c) Mark up for off site work shall be the same as on site work.

## SECTION 3 – CONTROL OF THE WORK

**3-3 SUBCONTRACTORS.** To the “WHITEBOOK”, ADD the following:

10. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, you shall remove such Subcontractor immediately upon written request of the City, and shall request approval of a replacement Subcontractor to perform the Work in accordance with California Public Contract Code (PCC), Subletting and Subcontracting, Section 4107, at no added cost to the City.

**3-10 SURVEYING.** To the “GREENBOOK” and “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

**3-10 SURVEYING (DESIGN-BUILD).**

**3-10.1 General.**

1. You shall provide all required site layout not specified in this section.
2. Unless surveying services are provided by the City, only the Design Firm, not the Contractor, shall be allowed to hire a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California to provide all surveying services needed for the design, and if requested by the City, also for the construction activities required for the completion of the Project. Surveying services include, but are not limited to: land, aerial, topographic and construction.
3. If requested by the City, the Design Firm shall submit a letter to the City's Project Manager identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design and/or construction phase survey services for the Project.
4. Where applicable, notify the City in writing at least 2 Working Days prior to requesting survey services to be provided by the City.
5. The Design Firm is responsible for performing and meeting the accuracy of surveying standards adequate for design and construction through the Design Firm's Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
6. All Survey Services deliverables shall be submitted per the City's CADD Standards and pertinent Public Works Department Engineering Deliverable specifications.  
  
<https://www.sandiego.gov/ecp/edocref/drawings>
7. All Survey Services and deliverables which reveal non-compliance with the requirements of the Construction Documents and standards shall be corrected as deemed necessary by the City at the Design-Builder's expense.

8. Where Survey Services are provided by the City, all construction survey stakes, control points, and other survey related marks shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at the Design-Builder's expense.
9. The City's Land Survey Section (LSS) shall be notified a minimum of 2 Working Days (large projects may require more) before any ground is to be disturbed within the City of San Diego (concrete, asphalt, or dirt). The LSS may need to inspect the site and provide monumentation information.

### **3-10.2 Monument Perpetuation.**

1. Monument Perpetuation, including mark-outs, will be performed by the City Public Works Engineering Support & Technical Services Division's (ES&TS), Land Survey Section (LSS), unless otherwise noted. You are responsible for requesting the coordination of these services.
2. If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the LSS, via project Resident Engineer, if any monument will be destroyed or covered during any construction activity.

### **3-10.3 Line and Grade.**

1. The Work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the City's PM. In the absence of such report, the Surveyor shall be responsible for any error in the grade of the Work.
2. Grades for underground conduits will be set at the surface of the ground. The Design-Builder shall transfer them to the bottom of the trench.

### **3-10.4 Topographic and Monument Survey – Preliminary Design.**

1. Topographic field survey shall include all existing ground surface topography, fencing, hardscape, utilities, roadway surface, and curb returns within the delineated mapping limit. Monument survey shall include the sufficient collection of existing record survey monuments to perform right-of-way (ROW) analysis along within subject mapping limits.
2. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

<https://www.nsp.us.com/page/ALTANSPSStandards>

3. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per Record of Survey Map No. 14492 (ROS 14492). It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius. Horizontal control measurements shall be collected in conformance with the local standard of practice.
4. Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (\*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
5. All topographic field survey data shall be collected using conventional survey methods utilizing total station instrumentation.
6. Deliverables.
  - a) Horizontal and Vertical Control.
    - i. Completed Calibration sheet as provided indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
  - b) Field Data.
    - i. Data collected as points and break lines to define a proper DTM if requested outside of aerial mapping.
    - ii. Includes utilities collected on surface as required.
    - iii. Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
    - iv. Includes record monument points.
    - v. Data collector project files.
    - vi. Raw (unedited) data file.
    - vii. Project file.
    - viii. Point comma delimited text file formatted.
  - c) Topography.
    - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) of all field collected survey points.
      - The contours produced from the surface digital terrain model (dtm) shall meet or exceed ASPRS 90 standards where 68% ( $1\sigma$ ) of the contours tested fall within  $1/3$  contour interval. Any point tested that is more than  $3\sigma$  out shall be regarded as a blunder. These standards closely parallel the familiar National Map Accuracy Standards.

- d) Records Research.
  - i. All public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
    - City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
    - After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Survey Monument Measurements.
  - i. All found monuments located within, or near, the survey limits shall be searched and measured. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. block corners, Points of Curve etc.) to the next available survey monument past the survey limits.
    - All Monuments found shall be described with details as to what was found along with identifying number.

**3-10.5 Monument Search, Field Boundary Survey and Boundary Analysis – Right-of-Way (ROW) Mapping.**

1. The monument survey, for each designated site, shall be of sufficient coverage and quality for a Right-of-Way boundary analysis performed and provided in conformance with City CADD standards.
2. Surveyor shall deliver to the City all requested survey information and CADD data, as specified below, upon completion of the Monument Survey and Boundary Analysis.
3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).  
<https://www.nsp.us.com/page/ALTANSPPStandards>
4. Field monument survey to be performed and provided in conformance with City CADD standards.
5. Field Measurements shall be collected in conformance the local standard of practice.



6. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet units, per City of San Diego Record of Survey Map No. 14492 (ROS 14492). All Project survey control shall be based upon field-tied measurements to a Horizontal First Order monument as shown on ROS 14492. Where existing First Order monument cannot be recovered or located within a 3-mile radial distance from the project site a Horizontal Second-Order Monument may be used as Project survey basis. The Project vertical control datum shall be based on NGVD29 per benchmarks identified in the City of San Diego Vertical Control Bench Book (Bench Book). All Project benchmarks shall be selected from a common Bench Book source group:
  - a) Benchmarks with elevations updated per U.S.C.G.S adjustment of 1970, identified with an asterisk (\*).
  - b) Benchmarks not adjusted per the 1970 adjusted values (non-asterisked identifiers).
7. Deliverables.
  - a) Horizontal and Vertical Control.
    - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
  - b) Field Data.
    - i. Complete, Correct CADD file in conformance with City CADD Standards and industry standards.
      - Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
      - Includes Monument points covering the area of work.
    - ii. Data collector project files.
      - Raw (unedited) data file.
      - Project file.
      - Point comma delimited text file.
  - c) Records Research.
    - i. If requested, all public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
    - ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.

- d) Boundary Ties
  - i. All monuments within the survey limits shall be searched and tied if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. Block Corners, Points of Curve etc.) to the next available survey monument past the survey limits.
    - All Monuments found shall be described details as to what was found along with identifying number.

**3-10.6 Field Monument Survey and Topographic Utility Survey.**

1. The right-of-way monumentation survey data shall be provided to the City.
2. Surveyor shall perform a right-of-way monument survey and existing utility survey (locating feature centers). Surveyor shall also collect ground surface topography over any aerial obscured areas.
3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).  
<https://www.nspss.com/page/ALTANSPPStandards>
4. Field Measurements shall be collected in conformance with the local standard of practice.
5. Project Horizontal and Vertical Control.
  - a) The Horizontal and Vertical Control for this project shall be based on the same datum, basis of bearing, calibration and benchmark as used for the Aerial Survey.
  - b) Horizontal Control Shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per ROS 14492. It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius.
  - c) Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (\*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
  - d) If adjacent City projects have been found and are included in the research packages, measurements to a minimum of 3 common control or ROW points shall be made for evaluation and consistency between projects. These projects can be used for establishing common horizontal or vertical control, joining or adding to existing data, and/or as an inventory of survey monuments for search purposes.

6. Deliverables.
  - a) Horizontal and Vertical Control.
    - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey. The horizontal and vertical control shall be set by the Surveyor that's issued the first Notice to Proceed.
  - b) Field Data.
    - i. Data collected as points and break lines to define a proper DTM beyond the identified mapping limits if requested.
    - ii. Include utilities collected on surface as required.
    - iii. Include horizontal control points from ROS 14492 to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
    - iv. Include Monument points covering the area of work.
    - v. Data collector project files.
      - Raw (unedited) data file.
      - Project file.
      - Point data text file in "comma delimited format".
    - vi. CADD File.
      - A digital design file displaying all field work, existing right-of-way monuments, and utility feature data per City CADD standards. The design file shall be complete, correct, and free of duplicate elements.
      - The following data shall be included in the electronic mapping file: Name of Design/Engineering Firm and/or Surveyor doing the project, Company Logo (if available), Name of project, Work order number, Date & Scale.
      - Include right-of-way monument elements.
      - Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
  - c) Topography
    - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) as a result of the geometry report of the final .ALG file.
    - ii. Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
  - d) Records Research.
    - i. If requested, all public or private records acquired to assist with right-of-way monument collection.

- ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
  - iii. After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Right-of-Way Monument Survey Locations
- i. All monuments within the survey limits shall be searched and located if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be located to facilitate LSS ROW Mapping (i.e. block corners, points of curve, and etc.).
    - All found survey monuments shall describe the character and identifying reference marks.
    - City survey notes and City drawings can be provided, as applicable.
- f) The appropriate City of San Diego cell library (V8 City existing.cel), font resource file (V8 City font.rsc), color table (V8 City color.tbl), line style (V8 City Line style.rsc), level scheme, and seed file parameters are to be used for placement of all elements in the design files, with strict adherence to "Working Units" and seed file "Global Origin". Base map level schemes are attached. A CD containing the most current version of the above seed files, cell libraries and font resource files will be provided, if needed, upon request.

**3-10.7 Construction Survey/Staking.**

1. Construction staking surveying shall be performed with the standards customarily adhered to by an experienced and competent land surveying firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City is required, it is understood to be general approval only and shall not relieve the Design Firm of their responsibility to comply with all applicable laws, codes, and good consulting practices.
2. Field Measurements shall comply with the local standards of practice. All construction staking with a gradient of less than 1.5% shall be performed by a total station survey instrument. Gradients less than 0.2% shall require a level run prior to construction, and all said services shall be performed by the Surveyor.
3. The following are minimum requirement guidelines for various types of staking:
  - a) Limits of work 50-foot maximum interval.

- b) Limits of Demolition 50-foot maximum interval.
- c) Rough grade stakes 50-foot maximum interval.
- d) Finish grade stakes 50-foot maximum interval.
- e) Slope staking at 50-foot maximum interval.
- f) Contour staking @ 50-foot maximum interval.
- g) Curb stakes with offset to face of curb, and grade to top of curb with 50-foot maximum interval.
- h) Storm drain at 50-foot maximum interval where grade exceeds 1%.
- i) Sewer lines at 50-foot maximum interval where grade exceeds 1%.
- j) Water lines at 50-foot' maximum interval offset to near curb face (no grades – minimum cover).
- k) Dry utilities at 50-foot maximum interval where grade exceeds 1%.
- l) Construction staking involving horizontal and vertical curves shall be staked at 25-foot maximum intervals, and further densification for deltas on applicable curb returns and pipe joints.
- m) Storm Drain inlet stakes shall be on face of curb produced, and on string line grade.
- n) Walls staked at footing breaks, with station interval of 25-foot maximum intervals.
- o) Buildings – offsets to outside face of wall.
- p) Bridge abutments and bents on opposing sides.

**3-13.1 Completion.** To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

**3-13.1.1 Requirements Before Requesting a Walk-through.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

**3-13.1.1 Requirements Before Requesting Substantial Completion.**

1. The following items are required prior to requesting a Substantial Completion:
  - a) Remove temporary facilities from the Site.
  - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.

- c) Provide completed and signed Red-lines in accordance with 3-7.3 "Redlines and Record Documents".
- d) Provide all material and equipment maintenance and operation instructions and/or manuals.
- e) Provide all tools which are permanent parts of the equipment installed in the Project.
- f) Provide and properly identify all keys for construction and all keys for permanent Work.
- g) Provide all final Special Inspection reports required by the applicable building Code.
- h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
- i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
- j) If the Work includes installing an irrigation system, provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
- k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
- l) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
- m) Notify the Engineer to arrange a final inspection of any permanent BMPs installed.

**3-13.1.2 Walk-through and Punchlist Procedure.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through.
2. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete and request a Walk-through. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request for a Walk-through in writing or schedule and conduct a Walk-through inspection. The Engineer shall facilitate the Walk-through.

3. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
4. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
5. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
6. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
7. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
8. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, all operation and maintenance manuals have been approved, all necessary warranty letters have been received, and the work is formally accepted by the City.
9. The Engineer shall meet with you within 5 Working Days of notification that all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

**3-13.2 Acceptance.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of

Claims" form which shall be completed and returned before the retention will be released.

**3-13.3**

**Warranty.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost
6. Items that shall be warranted free from defective workmanship and materials for a period longer than 1 year are as follows:

<b>Specified Item</b>	<b>Minimum Warranty Period</b>
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty
LED Signal Modules	3 Years of Manufacturer's Warranty
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"

\* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.



7. If installed, you shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
  - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
  - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
  - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 3-13.3.2, "Warranty Format Requirements".
8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

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

**ADD:**

**4-3.6 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.

#### **SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES**

**5-4 INSURANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**5-4 INSURANCE.**

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

**5-4.1 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.

**5-4.2 Types of Insurance.**

**5-4.2.1 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

**5-4.2.2 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.

**5-4.3 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.

**5-4.3.1 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.

**5-4.4 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.

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

**5-4.5.1.1 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.

**5-4.5.1.2 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.

**5-4.5.1.3 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.

**5-4.5.2 Commercial Automobile Liability Insurance.**

**5-4.5.2.1 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.

**5-4.6 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.

**5-4.7 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.

**5-4.8 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.

**5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

**5-4.11 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.

**5-4.11.1 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:**

**5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", items 2 and 3, DELETE in their entirety and SUBSTITUTE with the following:

2. No less than 5 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project. Verbal and written notifications shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Resident Engineer. You shall

keep records of the people contacted, along with the dates of notification, and shall provide the record to the Engineer upon request. You shall identify all other critical facilities that need to be notified.

3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
  - a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
  - b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
  - c) 72 hours in advance of the scheduled resurfacing.

**5-13**

**ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Virtual Project Manager shall be used on this Contract.
2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
4. Review and act on all communications addressed to you in the VPM project website.
5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:  
  
<https://www.sandiego.gov/ecp/edocref/>
6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

**5-15.1**

**General.** To the “WHITEBOOK”, item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. If your construction activities have encountered flammable liquids or other hazardous substances, you shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.
  - a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.

**SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

**6-1.1**

**Construction Schedule.** To the “GREENBOOK”, paragraph (1), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

After notification of award of the Contract and prior to the start of any Work, you shall submit your proposed Cost Loaded Construction Schedule to the Engineer at the pre-construction meeting.

To the “WHITEBOOK”, item 1, subsection “e”, “h”, and “s”, DELETE in their entirety and SUBSTITUTE with the following:

- e) Monthly progress payments are contingent upon the submittal of an updated Schedule to the Engineer. The Engineer may refuse to process the whole or part of any monthly payment if you refuse or fail to provide an acceptable schedule.
- h) Your Schedule shall include 7 Working Days for the Engineer to schedule and conduct a Walk-through inspection and 15 Working Days 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.
- s) Refer to the Sample City Invoice materials in **Exhibit P – Sample City Invoice** and use the format shown.

**6-1.1.2**

**Contracts More Than \$500,000 In Value.** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Provide the Schedule to the Engineer in accordance with 6-1.1, “Construction Schedule” and 6-1.2, “Commencement of the Work”.

To the "WHITEBOOK", item 2, DELETE in its entirety.

**6-1.2 Commencement of the Work.** To the "WHITEBOOK", ADD the following:

5. You shall submit a Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule" at the scheduled pre-construction meeting.
6. If a Cost Loaded Construction Schedule is not provided, the pre-construction meeting will still be held. The Contract Time shall commence at issuance of the NTP, but you shall be limited to the following activities until the Cost Loaded Construction Schedule has been submitted to the Resident Engineer with no exceptions taken:
  - a) Mobilization of your trailers, associated utility setup, and grading for trailer area
  - b) Permit Procurement
  - c) Fencing and temporary utilities for your storage areas
  - d) Submittal of anticipated critical path submittals

**6-1.5.2 Excusable Non-Compensable Delays.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**6-1.5.2 Excusable Non-Compensable and Concurrent Delays.**

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "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.
2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

**6-4.2 Extensions of Time.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.



2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
  - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" 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 and that all project float has been used.
4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates 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 **30 Calendar 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 2-10.1, "Claims".

**6-4.4** **Written Notice and Report.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

**ADD:**

**6-6.1.1** **Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption for Repair of Traffic Signal at Balboa Avenue and Genesee Avenue Intersection,**

**(Balboa and Genesee TS Emergency), IO#. 21004277**, as referenced in the Contract Exhibit. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Exhibit L**.

2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

#### **SECTION 7 – MEASUREMENT AND PAYMENT**

**7-3.1 General.** To the “GREENBOOK” and “WHITEBOOK”, paragraph (8), DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to your failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment in accordance with applicable laws.

To the “WHITEBOOK”, ADD the following:

1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements.
2. As provided in §7105 of the California Public Contract Code, if the Contract is not financed by revenue bonds, you are not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an act of God, in excess of 5% of the Contract Price, if the following occur:
  - a) The Project damaged was built in accordance with the Contract requirements.
  - b) There are no insurance requirements in the Contract for the damages.

**7-3.2 Partial and Final Payment.** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The Final Payment, which is the release of Retention, shall be paid to you after you have successfully submitted the following required documents:
  - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible for or encumbered by.
  - b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.

- c) Consent of Surety to Final Payment.
- d) If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.
- e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
- f) Required EOCP Final Summary Report in accordance with Section 0-12, "Contract Records and Reports", record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.
- g) Acceptance of the completed Project by the asset owning Department.

To the "WHITEBOOK", ADD the following:

- 2. Submit an invoice for payment after you successfully complete the required documents and the City will pay the invoice within 30 Calendar Days. The City will pay 6% annually for late retention payments.

**7-3.2.1 Application for Progress Payment.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. The City shall not pay progress or partial payments until you submit to the Engineer an acceptable updated Schedule. It is solely your responsibility to prepare and submit the Schedule updates.

**7-3.2.2 Amount of Progress Payments.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The City will pay 6% annually for late progress payments.
- 2. Progress payments will be considered "late" if the following occur:
  - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice. A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has not disputed any portion of the application within 7 Calendar Days of the date of submission.
  - b) The application for payment does not require signing of a Contract Change Order.

3. The Engineer may withhold payment for any of the following reasons:
  - a) Defective or incomplete Work.
  - b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".
  - c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
  
4. The Engineer may back charge the contract for any of the following reasons:
  - a) Defective or incorrect Work not remedied.
  - b) Damage to City property or a third party's property that was caused by you.
  - c) Liquidated Damages.

**7-3.2.3 Waiver of Claims at Final Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your acceptance of Final Payment constitutes a waiver of affirmative Claims by you, except those previously made in writing and identified as unsettled at the time of Final Payment.

**7-3.2.4 Withholding of Payment and Back Charge.** To the "WHITEBOOK", DELETE in its entirety.

**7-3.5.1 General.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Unit Bid prices shall not be subject to adjustment regardless of quantity used, or if none is used, for the following Bid items:
  - a) imported backfill
  - b) shoring
  - c) water services
  - d) house connection sewers
  - e) water pollution control items
  
2. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.

**7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK", ADD the following:

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

**7-4.3 Markup.** To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

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 a Subcontractor's tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost then 5% for any remaining costs. You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
  - 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) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

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

**302-4.5 Scheduling, Public Convenience and Traffic Control.** To the "GREENBOOK", paragraphs (1) and (2), DELETE in their entirety and SUBSTITUTE with the following:

1. In addition to the requirements of Part 6, you shall comply with the following:
  - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
  - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary "No Parking" signs 72 hours in advance.
  - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.

## SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

**303-5.1.1 General.** To the “WHITEBOOK”, ADD the following:

7. For the purposes of this section, the terms “walk” and “access ramp” shall be synonymous with “sidewalk” and “curb ramp and pedestrian ramp”, respectively.

## SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

**ADD:**

**306-3.3 Removal and Abandonment of Existing Conduits and Structures.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. For 6 inch (152.4 mm) and larger conduits, abandoned pipe shall be filled with sand or CLSM in accordance with 201-6, “CONTROLLED LOW STRENGTH MATERIAL (CLSM)”.

## SECTION 402 – UTILITIES

**402-6 COOPERATION.** To the “GREENBOOK”, ADD the following:

1. Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

## SECTION 600 - ACCESS

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

5. You shall notify Environmental Services Department via email ([trash@sanidiego.gov](mailto:trash@sanidiego.gov)) of street closures affecting the regular scheduled solid waste collection at least 3 Working Days prior to the street closure. Include your business name and phone number, days of closure, time of scheduled closure, and date of anticipated street reopening in the notification.
  - a) You shall verify waste collection schedules via the Environmental Services website at:  
  
<http://www.sandiego.gov/environmental-services/collection/index.shtml>
  - b) You shall comply with the following requirements for trash, recycling, and yard waste collection:
    - i. Provide advance written notice to every property affected by blocked public right of way.

- ii. Coordinate the relocation of trash, recycling, and yard waste containers to an accessible public street for the City's waste collection crews on collection day.
  - iii. When necessary, relocate the containers from the blocked streets to the accessible public right of way before the City's collection vehicles arrive to assist with collection on existing schedules. Return the containers to their point of origin to ensure the accuracy of inventory assignment by address.
- c) 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 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES**

**601-2.1.4 Traffic Control for Resurfacing and Slurry Sealing.** To the "WHITEBOOK", item 3, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) Place "NO PARKING - TOW-AWAY ZONE" signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING - TOW-AWAY ZONE" signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.

**601-3.5.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. Temporary "No Parking" and "No Stopping" signs shall be installed 72 hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

**601-3.6 Channelizing Devices.** To the "WHITEBOOK", item 4, Barricades, ADD the following:

- h) You shall place "OPEN TRENCH" signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.

**SECTION 700 – MATERIALS**

**700-3.1 Controller Assemblies.** To the “WHITEBOOK”, item 1, table 700-3.1, “Controller Assembly”, DELETE in its entirety and SUBSTITUTE with the following:

**TABLE 700-3.1 Controller Assembly**

<b>Model 332L Cabinet</b>	<b>Model 336 Cabinet</b>	<b>Model 337 Cabinet</b>	<b>Description</b>
1	1	1	Model 170E controller unit* with Model 412C system memory module and Power Distribution Assembly #2 (PDA #2)
1	1	1	Aluminum cabinet wired for and including the necessary accessories for full operation except as noted
1	1	1	2010ECLip Conflict Monitor Unit
4	2	2	Model 242 two-channel isolator
12	12	6	Model 200 switch pack
1	1	1	Model 27256 programming chip (blank)
1	1	1	Model 404 Modem w/harness
16	8	4	Model 222 two-channel loop detector sensor unit

**700-5.1 Vehicle Detectors.** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Loop wire shall be Type 2. Loop detector lead-in cable shall be Type “B”. Slots shall be filled with elastomeric sealant, epoxy sealant, or hot-melt rubberized asphalt sealant, except asphaltic emulsion loop sealant and cold tar loop sealant are acceptable if the pavement surface will receive an asphaltic concrete overlay.

**SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)**

**1001-1 GENERAL.** To the “WHITEBOOK”, ADD the following:

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



**EXHIBIT L**

**NOTICE OF EXEMPTION**

**NOTICE OF EXEMPTION**

(Check one or both)

TO:   X   Recorder/County Clerk  
P.O. Box 1750, MS A-33  
1600 Pacific Hwy, Room 260  
San Diego, CA 92101-2400

FROM: City of San Diego  
Engineering & Capital Projects  
525 B Street, Suite 750, MS 908A  
San Diego, CA 92101

       Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

**Project Name:** Balboa and Genesee TS Emergency

**IO#:** 21004277

**Project Location-Specific:** The project is located at the intersection of Balboa Avenue and Genesee Avenue within the Clairemont Mesa Community Plan area (Council District 6).

**Project Location-City/County:** San Diego / San Diego

**Description of nature and purpose of the Project:** The Project involves the repair of a traffic signal pole at the northwest corner of Balboa Avenue and Genesee Avenue that was damaged in a vehicle accident on June 13, 2021, toppling the signal pole and damaging its foundation. A temporary signal was immediately installed using overhead electrical wire spanning the west leg of Balboa Avenue. Because the temporary signal is non-standard and not intended as a permanent replacement to safely direct traffic at this highly trafficked intersection with multiple travel lanes in all directions, and thereby constituting a threat to public health and safety, construction of a permanent replacement is necessary. The permanent replacement includes drilling and pouring a new concrete pole foundation at the corner of the intersection, repair of the adjacent sidewalk and curb ramp, and installation of a new traffic signal pole equipped with all necessary appurtenances (four signal heads, one pedestrian head, and video detection equipment).

**Name of Public Agency Approving Project:** City of San Diego

**Name of Person or Agency Carrying Out Project:** City of San Diego Engineering & Capital Projects  
Contact: Jerry Jakubauskas, Senior Planner  
Phone/E-mail: (619) 533-3755 / jjakubauskas@sandiego.gov  
525 B Street, San Diego, CA 92101

**Exempt Status:** (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268)
- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project: CEQA Statute Sections 21080(b)(2) and (4) and CEQA Guidelines Sections 15269 (b) and (c) (Emergency Projects)
- Categorical Exemption:
- Statutory Exemption:

**Reasons why project is exempt:** The City of San Diego conducted an environmental review that determined the project meets the definition of an “Emergency” as defined in CEQA Guidelines Section 15359 (Emergency) as the project involves a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. This emergency clean-up is required in order to protect public health, safety and property, and is supported by the expert opinion of the City Engineer. Thus, this emergency activity is statutorily exempt from CEQA pursuant to CEQA Statute Section 21080(b)(2) and CEQA Guidelines Section 15269(b) (Emergency Projects) which exempts

emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to public health, safety or welfare. This activity is also statutorily exempt from CEQA pursuant to CEQA Statute Section 21080(b)(4) and CEQA Guidelines Section 15269(c) (Emergency Projects) which exempts specific actions necessary to prevent or mitigate an emergency.

**Lead Agency Contact Person:** Jerry Jakubauskas

Telephone: (619) 533-3755

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ( ) Yes ( ) No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA.

*Carrie Purcell*

\_\_\_\_\_  
Carrie Purcell, Assistant Deputy Director

July 22, 2021

\_\_\_\_\_  
Date

Check One:

(X) Signed By Lead Agency

( ) Signed by Applicant

Date Received for Filing with County Clerk or OPR:

**EXHIBIT M**

**CONTRACTOR'S COMPENSATION RATE SCHEDULE**

ESTABLISHED PROJECT CONTRACTOR COMPENSATION RATE SCHEDULE FOR CALCULATING LABOR COSTS WITHOUT ALLOWANCE FOR OVERHEAD AND PROFIT.			
Title/Classification	Standard Rate (\$)/hour	Overtime Rate (\$)/hour	Double-time Rate (\$)/Hour
Superintendent	\$ 135.19	\$ 202.24	\$ 270.38
Foreman	\$ 118.97	\$ 178.45	\$ 237.93
Operator	\$ 111.39	\$ 166.55	\$ 222.79
Grade Checker	\$ 101.66	\$ 148.05	\$ 203.32
Mason	\$ 98.37	\$ 151.97	\$ 202.63
Laborer	\$ 87.60	\$ 130.86	\$ 175.20
Carpenter	\$ 93.01	\$ 139.51	\$ 186.02
Mechanic	\$ 98.42	\$ 147.08	\$ 196.83
Project Director	\$ 243.34	N/A	N/A
Engr. (PE) QA/QC	\$ 216.30	N/A	N/A
PM/Design Engineer	\$ 216.30	N/A	N/A
Project Manager	\$ 189.26	N/A	N/A
Project Eng.	\$ 118.97	N/A	N/A
Administrator	\$ 87.55	N/A	N/A

\* Overhead and profit will be calculated at 20% applied to the above Labor rates, 15% applied to Equipment rates, and 15% applied to Material invoices including tax.

\* Subcontractor and Professional Services to be Bill at certified Payroll plus 20% mark up on labor, and 15% on material and equipment. Prime contract to bill subcontractors per their invoiced amount plus 15% mark up for overhead and Profit.

\* Equipment Rates per 2018 Caltrans Equipment Rental Rates, including section 9-1.05.

\* All PPE and specialty safety equipment billed as material, except gloves, hard hats, vests, and glasses.

The Compensation Rate Schedule shall constitute the maximum rates (e.g., labor, direct costs, etc.) for Extra Work, if any, provided by the Contractor during the term of this agreement. These rates are being specified as the Contractor's standard established rates for calculating labor costs without allowance for overhead and profits. For markup provisions and allowable charges refer to 7-3.7, "Agreed Prices".

**EXHIBIT N**

**LOCATION MAP AND AS-BUILT DRAWING**

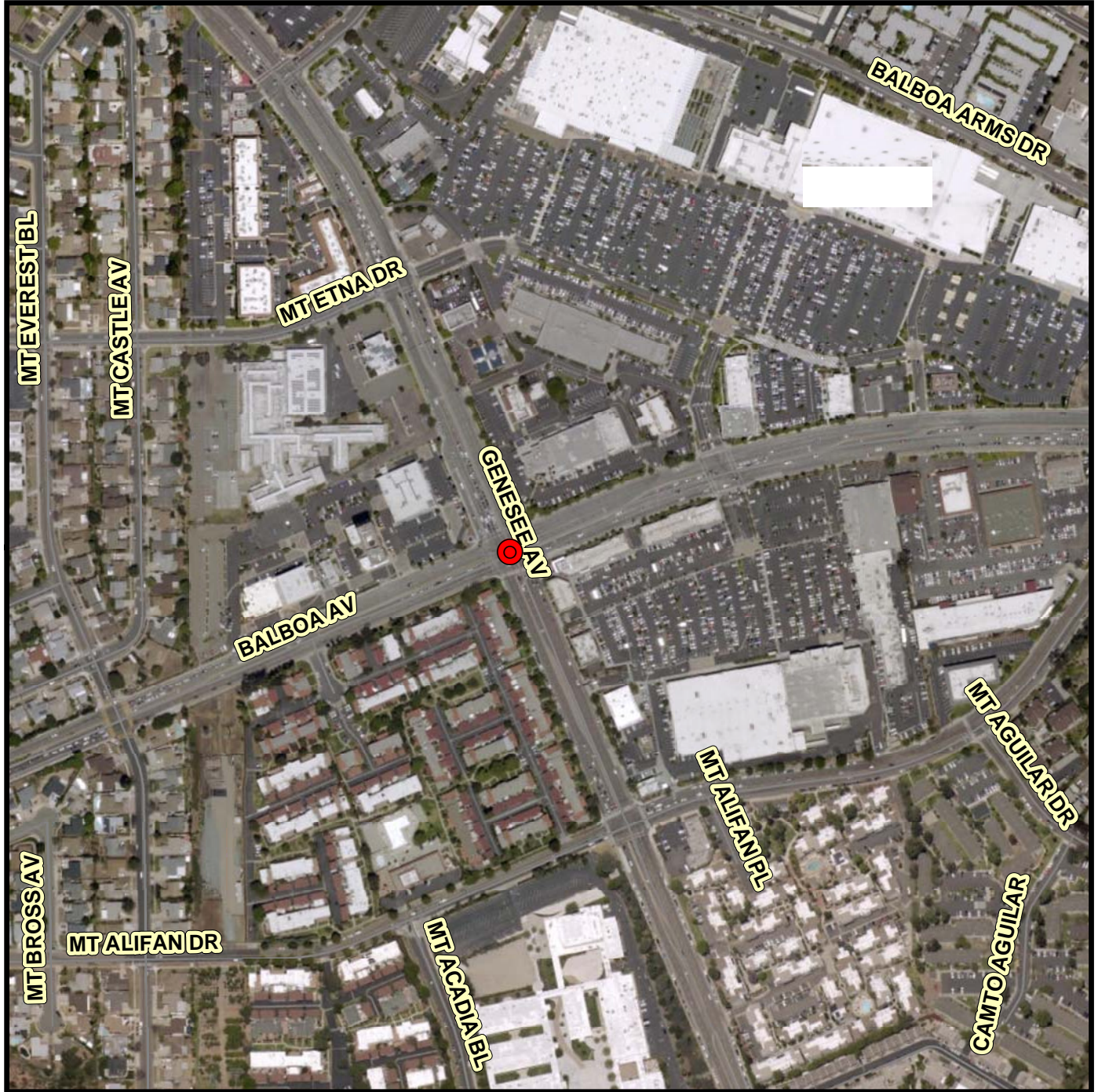
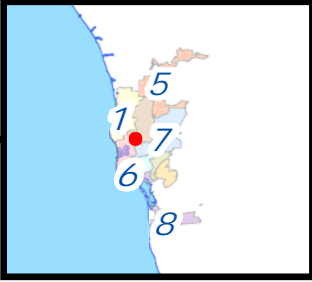
## BALBOA AND GENESEE TS EMERGENCY

SENIOR ENGINEER  
LOUS SCHULTZ  
619-533-5138

PROJECT MANAGER  
LEO ALO  
619-533-5242

PROJECT ENGINEER  
ALEJANDRO SERAFIN  
619-533-5134

FOR QUESTIONS ABOUT THIS PROJECT  
Call: 619-533-4207  
Email: [engineering@san Diego.gov](mailto:engineering@san Diego.gov)



### Legend

 EMERGENCY TRAFFIC SIGNAL PROJECT LOCATION



### CONDUIT AND CONDUCTOR SCHEDULE

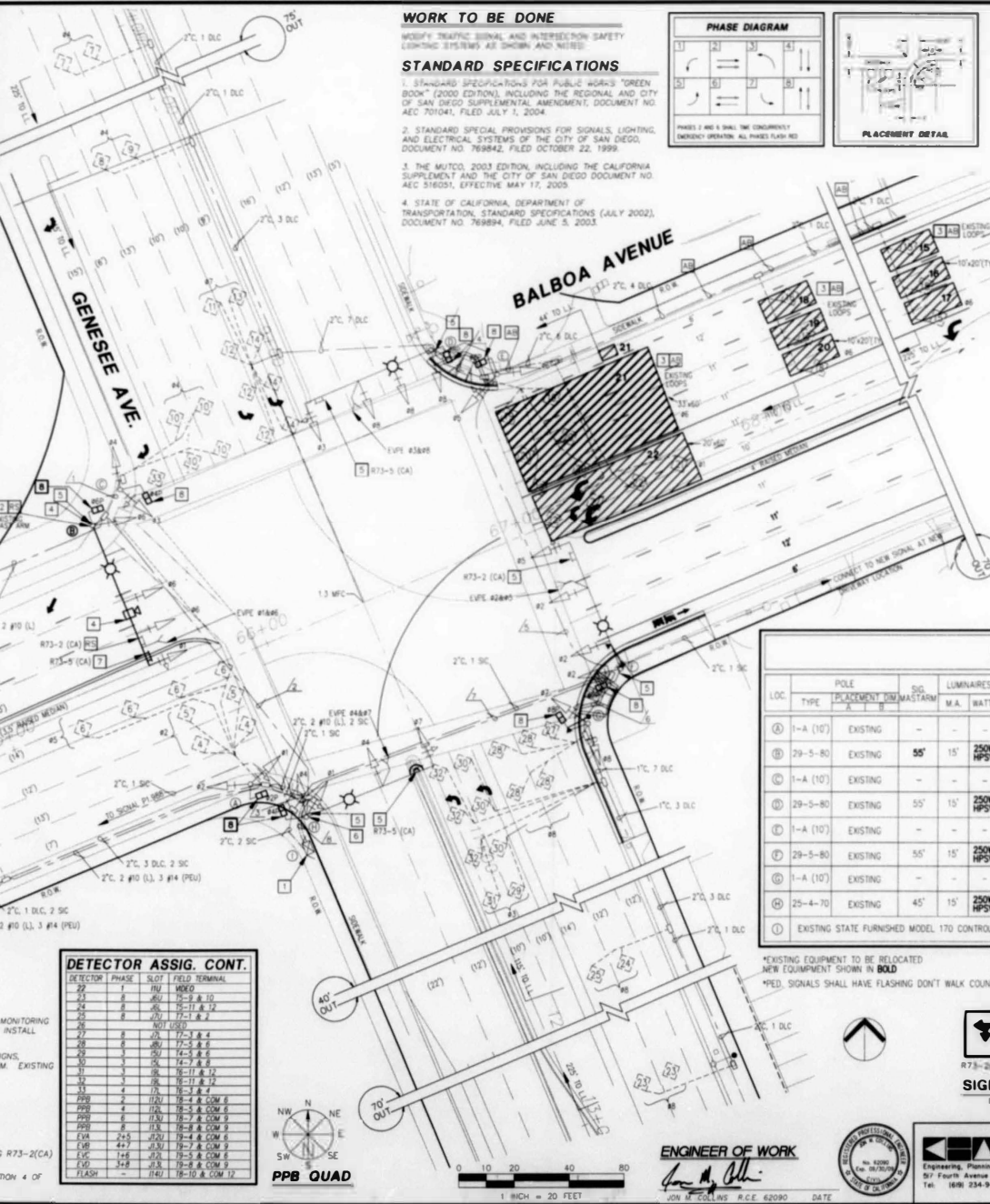
AWG	CIRCUIT	CONDUIT RUN NUMBER											
SIGNAL CABLES	POLE A	1	1	1	1	1	1	1	1	1	1	1	1
	POLE B*	1	1	1	1	1	1	1	1	1	1	1	1
	POLE C	1	1	1	1	1	1	1	1	1	1	1	1
	POLE D	1	1	1	1	1	1	1	1	1	1	1	1
	POLE E	1	1	1	1	1	1	1	1	1	1	1	1
3-CON-DUCTOR	POLE F	1	1	1	1	1	1	1	1	1	1	1	1
	POLE G	1	1	1	1	1	1	1	1	1	1	1	1
	POLE H	1	1	1	1	1	1	1	1	1	1	1	1
	TOTAL SIGNAL CABLES	12	12	12	12	12	12	12	12	12	12	12	12
# 14	P.E.U.	1	1	1	1	1	1	1	1	1	1	1	
# 10	LIGHTING	2	2	2	2	2	2	2	2	2	2	2	
SIC	3 PAIR	2	2	2	2	2	2	2	2	2	2	2	
BOLC	#1**	2	2	2	2	2	2	2	2	2	2	2	
	#2	5	5	5	5	5	5	5	5	5	5	5	
	#3	4	4	4	4	4	4	4	4	4	4	4	
	#4	2	2	2	2	2	2	2	2	2	2	2	
	#5	2	2	2	2	2	2	2	2	2	2	2	
	#6**	5	5	5	5	5	5	5	5	5	5	5	
	#7	4	4	4	4	4	4	4	4	4	4	4	
	#8	6	6	6	6	6	6	6	6	6	6	6	
TOTAL BOLC	2	2	9	7	14	10	24	33					
EV-DLC	#2 & #5	1	1	1	1	1	1	1	1	1	1	1	
	#4 & #7	1	1	1	1	1	1	1	1	1	1	1	
	#6 & #1	1	1	1	1	1	1	1	1	1	1	1	
	#3 & #8	1	1	1	1	1	1	1	1	1	1	1	
TOTAL EV-DLC	4	4	4	4	4	4	4	4	4	4	4		
TOTAL CONDUCTORS & CABLES	4	9	15	12	23	12	45	41					
CONDUIT SIZE		3"	3"	3"	3"	3"	3"	2-3"	3"				

### DETECTOR ASSIGNMENT

DETECTOR	PHASE	SLOT	FIELD TERMINAL
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
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18	18	18	18
19	19	19	19
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91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

### CONSTRUCTION NOTES

- EXISTING 170 CONTROLLER. CONTRACTOR TO INSTALL VIDEO DETECTION AND MONITORING EQUIPMENT FOR WESTBOUND APPROACH. ADJUSTMENT OF BACK EQUIPMENT TO INSTALL MONITORING EQUIPMENT SHALL BE INCLUDED IN THE LUMP SUM COST.
- REPLACE EXISTING 50' MAST ARM WITH 55' MAST ARM. RELOCATE EXISTING SIGNS, EMERGENCY VEHICLE PREEMPTION AND VEHICLE SIGNAL HEAD IN NEW MAST ARM. EXISTING 50' MAST ARM TO BE DELIVERED TO THE CITY OF SAN DIEGO.
- ABANDON EXISTING LOOP DETECTORS.
- FURNISH AND INSTALL VIDEO CAMERA WITH RISER ON MAST ARM AS SHOWN.
- EXISTING SIGNAGE TO REMAIN.
- EXISTING PHOTOELECTRIC UNIT TO REMAIN.
- FURNISH AND INSTALL R73-5(CA) TO REPLACE EXISTING R73-2(CA). EXISTING R73-2(CA) SIGN TO BE DELIVERED TO THE CITY OF SAN DIEGO.
- INSTALL COUNTERDOWN PEDESTRIAN SIGNAL HEADS WITH AUDIBLE TONE PER SECTION 4 OF THE MUTCD.

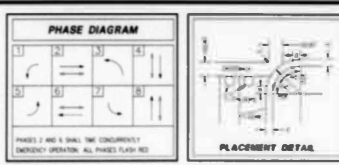


### WORK TO BE DONE

MODIFY TRAFFIC SIGNAL AND INTERSECTION SAFETY LIGHTING SYSTEMS AS SHOWN AND NOTED:

### STANDARD SPECIFICATIONS

- STANDARD SPECIFICATIONS FOR PUBLIC WORKS "GREEN BOOK" (2000 EDITION), INCLUDING THE REGIONAL AND CITY OF SAN DIEGO SUPPLEMENTAL AMENDMENT, DOCUMENT NO. AEC 700041, FILED JULY 1, 2004.
- STANDARD SPECIAL PROVISIONS FOR SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS OF THE CITY OF SAN DIEGO, DOCUMENT NO. 769842, FILED OCTOBER 22, 1999.
- THE MUTCD, 2003 EDITION, INCLUDING THE CALIFORNIA SUPPLEMENT AND THE CITY OF SAN DIEGO DOCUMENT NO. AEC 516025, EFFECTIVE MAY 17, 2005.
- STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS (JULY 2002), DOCUMENT NO. 769894, FILED JUNE 5, 2003.



### STANDARD DRAWINGS

- CITY OF SAN DIEGO STANDARD DRAWINGS, INCLUDING ALL REGIONAL STANDARD DRAWING DOCUMENT #S: AEC 700042, FILED JULY 1, 2004.
- STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD PLANS (JULY 2002), DOCUMENT NO. 769894, FILED JUNE 5, 2003.

### GENERAL NOTES

- PULL BOXES SHALL BE 6" AND CONDUIT 3" UNLESS NOTED OTHERWISE.
- LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB SITE.
- THE TRAFFIC SIGNAL CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PLAN PERMIT FROM THE CITY OF SAN DIEGO PERMIT CENTER A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO START OF WORK.
- ALL TRAFFIC SIGNAL POLE FOUNDATIONS SHALL HAVE A 3" CONDUIT INSTALLED TO THE ADJACENT #1 PULL BOX FOR FUTURE USE.
- THE TRAFFIC SIGNAL CONTRACTOR IS RESPONSIBLE FOR THE LAYOUT AND INSTALLATION OF LOOP DETECTORS, TRAFFIC STRIPING, PAVEMENT MARKINGS, PARKING REMOVAL AND TRAFFIC SIGNING (EXCEPT "O" SERIES STREET NAME SIGNS) AS SHOWN ON THESE PLANS.
- THE TRAFFIC SIGNAL CONTRACTOR SHALL OBTAIN THE APPROVAL OF CITY RESIDENT ENGINEER OF THE LOOP LOCATION PRIOR TO CUTTING AND THE STRIPING, PAVEMENT MARKING, PARKING REMOVAL AND SIGN LOCATIONS PRIOR TO PAINTING AND INSTALLATION.
- AFTER APPROVAL OF LOCATION, THE TRAFFIC SIGNAL CONTRACTOR SHALL WAIT A MINIMUM OF FIFTEEN (15) WORKING DAYS BEFORE PERMANENTLY REMOVING ANY PARKING, SO THAT ADVANCE NOTICE TO ADJACENT PROPERTY OWNERS CAN BE MADE BY THE CITY.
- THE TRAFFIC SIGNAL CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL UNNECESSARY AND CONFLICTING STRIPING AND PAVEMENT MARKINGS.
- CONTRACTOR SHALL PROVIDE ALL CABLES AND CONDUCTORS NECESSARY TO PERFORM ALL FUNCTIONS SHOWN ON THESE PLANS.
- ALL POLES, CONDUIT, PULL BOXES, STRIPING AND LOOP DETECTOR LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. ACTUAL LOCATIONS SHALL BE DETERMINED BY FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND AS DIRECTED BY THE CITY OF SAN DIEGO.
- ROUTING AND LOCATIONS OF UNDERGROUND ELECTRICAL SYSTEM IS DIAGNOSTIC AND SUBJECT TO APPROVAL OF THE ENGINEER. UNDERGROUND ELECTRICAL LINES AND SUBSURFACE STRUCTURES MAY BE RELOCATED IF NECESSARY TO CLEAR OTHER EXISTING UNDERGROUND FACILITIES.
- ALL TREES AND SHRUBS SHALL BE TRIMMED OR REMOVED AS DETERMINED BY THE CITY RESIDENT ENGINEER AS REQUIRED TO MAINTAIN SIGNAL HEAD VISIBILITY AND SIGHT DISTANCE.
- ALL VEHICLE SIGNAL HEADS SHALL BE 12" WITH BACK PLATES.
- ALL WALKER AND PEDESTRIAN INDICATORS SHALL BE OF THE LED TYPE.

### POLE AND EQUIPMENT SCHEDULE

LOC.	POLE TYPE	PLACEMENT	M.A.	SIC	LUMINAIRES	VEHICLE SIGNALS	PED. SIGNALS	PED. P.B.	TURN CONTROL SIGNS	E.V.P.E.	REFLECTORIZED	REMARKS
(A) 1-A (10')	EXISTING	-	-	-	250W HPSV	SV-1-1 #1, #2	SP-1-1 #2P	4	←	E	-	-
(B) 29-5-80	EXISTING	55'	15'	2-MAS #1*	250W HPSV	SV-1-1 #1, #2	SP-1-1 #2P	4	←	E	146	7
(C) 1-A (10')	EXISTING	-	-	-	250W HPSV	SV-1-1 #1, #2	SP-1-1 #2P	4	←	E	-	-
(D) 29-5-80	EXISTING	55'	15'	2-MAS #3	250W HPSV	SV-1-1 #1, #2	SP-1-1 #2P	4	←	E	3+8	EX
(E) 1-A (10')	EXISTING	-	-	-	250W HPSV	SV-1-1 #1, #2	SP-1-1 #2P	4	←	E	-	-
(F) 29-5-80	EXISTING	55'	15'	2-MAS #5	250W HPSV	SV-1-1 #1, #2	SP-1-1 #2P	4	←	E	3+5	EX
(G) 1-A (10')	EXISTING	-	-	-	250W HPSV	SV-1-1 #1, #2	SP-1-1 #2P	4	←	E	-	-
(H) 25-4-70	EXISTING	45'	15'	2-MAS #4	250W HPSV	SV-1-1 #1, #2	SP-1-1 #2P	4	←	E	4+7	EX



ENGINEER OF WORK  
 JON M. COLLINS P.C.E. 62090 DATE



**Kinley Horn and Associates, Inc.**  
 Engineering, Planning and Environmental Consultants  
 971 Fourth Avenue - Suite 300 - San Diego, CA 92101  
 Tel: (619) 234-9449 Fax: (619) 234-9433

### PRIVATE CONTRACT

#### SIGNAL MODIFICATION PLAN FOR: BALBOA AVENUE AND GENESEEE AVENUE

ISSUING INFORMATION:  
 CITY OF SAN DIEGO, CALIFORNIA  
 DEVELOPMENT SERVICES DEPARTMENT  
 SHEET 26 OF 40 SHEETS

NO. 42-7892-111A  
 217774

DATE: 1886-6275  
 238-1714  
 1887-100000

CONTRACT NO. 34558-26-D

Repair of Traffic Signal at Balboa Avenue and Genesee Avenue Intersection  
 Exhibit N - Location Map and As-built Drawing



**EXHIBIT O**

**CONTRACTOR'S NOTES FOR EMERGENCY PROJECTS**

**CONTRACTOR'S NOTES**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR ANY EARTHWORK, DEMOLITION OR SURFACE IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILLED WITH THE COUNTY SURVEYOR. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.
2. CONSTRUCTION STORM WATER PROTECTION NOTES
  - a. TOTAL SITE DISTURBANCE AREA: 0.015 (ACRES)
  - b. HYDROLOGIC UNIT/WATERSHED: San Diego / Los Penasquitos
  - c. HYDROLOGIC SUBAREA NAME & NO: Clairemont 906.5
  - d. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
    - MWPCP
    - WPCP  
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
    - WPPP  
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ  
TRADITIONAL: RISK LEVEL 1  2  3   
LUP: RISK TYPE 1  2  3
  - e.  CONSTRUCTION SITE PRIORITY
    - ASBS  HIGH  MEDIUM  LOW

3. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. CONTRACTOR TO EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE EXACT SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
5. CITY FORCES, WHERE CALLED OUT SHALL MAKE PERMANENT CUTS & PLUGS, CONNECTIONS, ETC. EXISTING MAINS SHALL BE KEPT IN SERVICE IN LIEU OF HIGH-LINING.
6. STORM DRAIN INLETS ARE TO REMAIN FUNCTIONAL/OPERATIONAL AT ALL TIMES DURING CONSTRUCTION.
7. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A ONE FOOT VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
8. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A 6-INCH VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN UTILITIES OTHER THAN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
9. CONTRACTOR TO MAINTAIN A MINIMUM 3' OF COVER OVER TOP OF WATER MAIN.
10. CONTRACTOR SHALL RESTORE ALL TRENCHES ON THE PAVEMENT WORKED BY CITY FORCES AFTER FINAL CONNECTION.
11. CONTRACTOR SHALL PROVIDE A 1-FOOT SAND CUSHION OR A MINIMUM 6-INCH SAND CUSHION WITH 1-INCH NEOPRENE PAD FOR ALL CROSSINGS WHERE VERTICAL CLEARANCE BETWEEN CROSSINGS IS 1-FOOT OR LESS.
12. POTHOLE ALL UTILITIES THAT CROSS PROPOSED WATER MAIN BEFORE TRENCHING
13. WHEN APPLICABLE, EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT EXACT.
14. FOR COORDINATION OF THE SHUTDOWN OF TRANSMISSION MAINS (16 INCHES OR LARGER), CONTACT THE CITY'S SENIOR WATER DISTRIBUTION OPERATIONS SUPERVISOR AT (616) 524-7438. FOR COORDINATION OF THE SHUTDOWN OF DISTRIBUTION MAINS (LESS THAN 16 INCHES), CONTACT THE CITY'S WATER OPERATIONS DISTRICT MANAGER AT (619) 527-3945.

**EXHIBIT P**

**SAMPLE CITY INVOICE**



**EXHIBIT Q**

**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



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

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City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.

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This information is available in alternative formats upon request.

**ATTACHMENT R**  
**SCOPE OF WORK**



## **SCOPE OF WORK**

- 1. SCOPE OF WORK:** The Work includes but is not limited to; drilling and pouring a new concrete pole foundation, repair of the adjacent sidewalk and curb ramp, and installation of a new traffic signal pole equipped with all necessary appurtenances. The scope of this Project shall include the construction and traffic control services necessary to complete the emergency project.
  
- 2. ESTIMATED CONSTRUCTION COST:** The construction cost for this project is Not-to-exceed: \$130,000.00.
  
- 3. LOCATION OF WORK:** The location of the Work is as follows:  
  
**See Exhibit N for Location Map**
  
- 4. CONTRACT TIME:** The Contract Time for completion of the Work, shall be 60 Working Days.