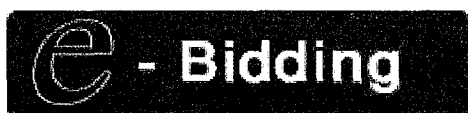


City of San Diego

CONTRACTOR'S NAME: CREST EQUIPMENT INC.
ADDRESS: 161 Scottford Dr., El Cajon, CA 92021
TELEPHONE NO.: (619) 444-5061 FAX NO.: (619) 447-6540
CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491, Fax No. (619) 533-3633
D.Li/JBorja/egz

BIDDING DOCUMENTS



FOR

ORIGINAL

Pacific Beach Dr - Crown Pt/Olney Sidewalk

VOLUME 1 of 1

BID NO.: L-16-1438-DBB-2
SAP NO. (WBS/IO/CC): B-14020
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 2
PROJECT TYPE: IK

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY .
- PREVAILING WAGE RATES: STATE
- APPRENTICESHIP

BID DUE DATE:

1:30 PM

APRIL 12, 2016

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

**1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

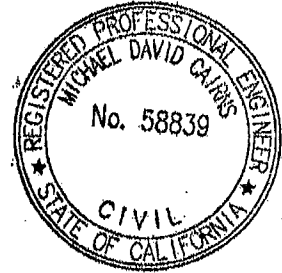
ENGINEER OF WORK


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


1) Registered Engineer
(For Storm Water Filter Only)

3/1/16
Date

Seal:




2) For City Engineer

3/1/16
Date

Seal

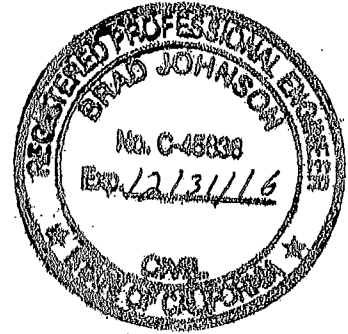


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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for installation of sidewalk, curb & gutter, curb ramps, storm drain improvements, street light relocation, asphalt paving, signage and striping for **Pacific Beach Dr – CrownPt/Olney Sidewalk**. For additional information refer to Attachment A.
2. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved Prequalified Contractor's List **and** SLBE-ELBE Construction Limited Competition Contractors List in accordance with the designation stated on the cover page. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$345,000**.
4. **BID DUE DATE AND TIME ARE: APRIL 12, 2016 at 1:30 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 7.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
 - 7.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 33.4%.
8. **PRE-BID MEETING:**
 - 8.1. Prospective Bidders are encouraged to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid meeting is scheduled as follows:

Date: MARCH 22, 2016
Time: 10:00 AM
Location: 1010 Second Avenue, 14th Floor, San Diego, CA 92101

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

9. AWARD PROCESS:

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

10. SUBMISSION OF QUESTIONS:

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

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

OR:

JEEspindola@sandiego.gov

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

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

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

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

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

- 2.1. BIDDERS MUST BE PRE-REGISTERED with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using

SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the “Bid Due Date and Time” are not available for review by anyone other than the submitter which has until the “Bid Due Date and Time” to change, rescind or retrieve its proposal should it desire to do so.

2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.

2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

2.7. **BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.

2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user’s internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder’s submission to upload and be received by the City’s eBidding system. It is the bidder’s sole responsibility to ensure their bids are received on time by the City’s eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

2.8. **ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** : To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

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

- 3.4. The Bidder agrees to the construction of the project as described in Attachment “A– Scope of Work” for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
5. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
- 5.1. **Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City’s web-based vendor registration and bid management system. For additional information go to:
- <http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.
- 5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
6. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, “Joint Venture Contractors” in The WHITEBOOK for details.
7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.
9. **INSURANCE REQUIREMENTS:**
- 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award letter.

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

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

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

11. CITY'S RESPONSES AND ADDENDA: The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.

12. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.

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

of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

14. SUBCONTRACTOR INFORMATION:

14.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

14.2. **LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY)** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

14.3. **LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.

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

16. AWARD PROCESS:

- 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 16.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
17. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
18. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
19. **ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
20. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
21. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
 - 21.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
 - 21.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.

- 21.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 21.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

23. BID RESULTS:

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

24. THE CONTRACT:

- 24.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 24.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 24.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 24.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 24.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the

Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

25. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

26. **CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - 26.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 26.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 26.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 26.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

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

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

CREST EQUIPMENT, INC. _____, a corporation, as principal, and

_____, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
TWO HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED AND FORTY TWO
DOLLARS AND FIFTY CENTS (\$239,742.50) for the faithful performance of the annexed contract,
and in the sum of TWO HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED AND FORTY
TWO DOLLARS AND FIFTY CENTS (\$239,742.50) for the benefit of laborers and materialmen
designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

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

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

CREST EQUIPMENT, INC., a corporation, as principal, and State National Insurance Company, Inc. administered by: Contractor Managing General Insurance Agency, Inc. 20335 Ventura Blvd Suite 426, Woodland Hills, CA 91364, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of TWO HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED AND FORTY TWO DOLLARS AND FIFTY CENTS (\$239,742.50) for the faithful performance of the annexed contract, and in the sum of TWO HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED AND FORTY TWO DOLLARS AND FIFTY CENTS (\$239,742.50) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

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

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

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

Dated 5.4.16

Approved as to Form

Crest Equipment, Inc.

Principal

By Wendy Belic

Wendy Belic

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By [Signature]
Deputy City Attorney

State National Insurance Company, Inc. administered by:
Contractor Managing General Insurance Agency, Inc.
Surety

By [Signature]
Stephanie Hope Shear, Attorney-in-Fact

Approved:

By [Signature]
Juan E. Espindola, Contract Specialist
Public Works Department

20335 Ventura Blvd Suite 426
Local Address of Surety

Woodland Hills, CA 91364
Local Address (City, State) of Surety

866-363-2642
Local Telephone No. of Surety

Premium \$ 4,195.00

Bond No. CDGP102762

Bond No: CDGP102762

State National Insurance Company, Inc. Administered by:

Premium: \$4,195.00

CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.

POWER OF ATTORNEY

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

Stephanie Hope Shear

(individually, jointly, or severally)

its true and lawful agent and attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds in an amount not to exceed:
Three Million and 00/100 Dollars (\$3,000,000)

and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.


The acknowledgement and execution of bond by said Attorney-in-Fact, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

RESOLVED that the signature and date of any authorized officer and the seal of the Company may be affixed by facsimile or other electronic image to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature, date, and seal when so used shall have the same force and effect as though manually affixed.

This Power of Attorney shall remain in full force and effect until revoked by STATE NATIONAL INSURANCE COMPANY, INC. in a signed writing delivered to the foregoing Attorney-in-Fact.

IN WITNESS WHEREOF, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7th day of August, 2015.

STATE NATIONAL INSURANCE COMPANY, INC.



Terry L. Ledbetter, President



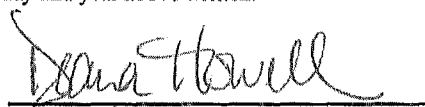
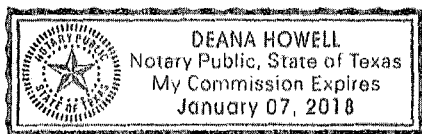
Trace Ledbetter, Secretary

STATE OF TEXAS
County of Tarrant

On this 7th day of August, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.

[Notary Stamp]



Signature of Notary

I, the undersigned, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto systematically set my hand and attested the seal of said Company this 29th day of April, 2016



Trace Ledbetter, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

On APR 29 2016 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** This project provides for installation of sidewalk, curb & gutter, curb ramps, storm drain improvements, street light relocation, asphalt paving, signage and striping.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **38263-01-D** through **38263-10-D**, inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$345,000**.
3. **LOCATION OF WORK: The Location of the Work is as follows:**

See location map in Appendix E.
4. **CONTRACT TIME:** The Contract Time for completion of the Work, shall be **65 Working Days**.

ATTACHMENT B
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ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

The Contractor shall include the foregoing clause in all contracts between the Contractor and Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

ATTACHMENT D
PREVAILING WAGES

PREVAILING WAGES

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - 1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
 - 1.3. **Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online

via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

- 1.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has

verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

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

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

The Normal Working Hours are 7:30 AM to 4:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-3.2 Self Performance. DELETE in its entirety and SUBSTITUTE with the following:

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

2-5.3.1 General. To the City Supplement, ADD the following

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City's submittal form.

The Product Submittal Form is available for download at:

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

2-5.3.2 Working Drawings. TABLE 2-5.3.2(A), ADD the following:

| Item | Section No. | Title | Subject |
|------|-------------|---|----------|
| 17 | 306-1.6 | Water Valve Bypass for Mainlines 16" and Larger | SDW-154* |

*Note: The distance dimensions shown between the bypass pipes and between bypass pipes and the mainlines are subject to change to field conditions.

2-9.1 Permanent Survey Markers. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
2. Monument Preservation will be performed by City Public Works Field Engineering Division (PW-FED) Field Survey Section on all Projects, unless permission is obtained for these services in writing by PW-FED.
3. The Contractor shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. The Agency (or the owner on a Private Contract) will:
 - a) set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
 - b) file a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and
 - c) file a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

SECTION 4 - CONTROL OF MATERIALS

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

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

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

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

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-2.1 Moratoriums. To the City Supplement, ADD the following:

The entire work area of this project is subject to the following moratorium:

- a) General Avian Breeding Season: from February 1 to September 15 (inclusive).

To allow construction during the General Avian Breeding Season, the City will hire a biologist to conduct a Bird Survey prior to the Notice to Proceed is issued to the contractor. If no birds are found, the contractor will be allowed to start construction as normal. If birds are found, the City will provide a Noise Monitor to monitor and restrict construction noise to a limit of 60 dB(A) hourly average.

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

- 5. For Water projects where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Contractor shall plan and schedule work accordingly. No additional payment or working days will be granted for delays due to this moratorium.
- 6. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

- 1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

1. You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the

amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles (“Any Auto”).

2. All costs of defense must be outside the limits of the policy.

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

- a) Ongoing operations performed by you or on your behalf,
- b) your products, or
- c) premises owned, leased, controlled, or used by you

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

7-3.5.1.3 Project General Aggregate Limit. The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-8.6 Water Pollution Control. ADD the following:

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

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

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

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

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

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1

General.

1. To ensure consistency with the City's community outreach plan for the project, the City shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Your efforts to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who shall perform the required community outreach services.
3. You shall closely coordinate the Work with the businesses, institutions, residents, and property owners impacted by the Project.
4. Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 Days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's internal public contact tracking system.
5. You shall execute the Information Security Policy (ISP) Acknowledgement Form - For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:
 - a) Your contact information is made available on any outreach materials.
 - b) You will be the primary point of contact to resolve project related inquiries and complaints.
6. Electronic Communication.
 - a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
 - b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.
 - c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (*.msg).
 - d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

7-16.1.1

Quality Assurance.

1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers,

attending community meetings, interacting with the public, etc.) on your behalf shall:

- a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing,
- b. Possess and display easily verifiable and readable personal identification that identifies the person as your employee,
- c. Have the interpersonal skills to effectively, professionally, and tactfully represent you, the project, and the City to the public.

7-16.1.2 Submittals.

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

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 7-10.6.2, "Project Identification Sign".
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) radius of the Project, of construction activities and utility service interruptions not less than 5 Days in advance.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a. Where Work is to be performed at least 5 Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.

- b. Within 5 Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
 5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
 6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
 7. For all Work on private property, contact each owner and occupant individually a minimum of 15 Days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
 8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

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

7-16.2.3 Communications with Media.

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.

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

7-16.4 **Payment.** The payment for the Community Outreach Services shall be included in the Contract Price.

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

Virtual Project Manager will be used on this contract.

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

ADD:

9-3.7 **Compensation Adjustments for Price Index Fluctuations.** To the City Supplement, subsection c), item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2) In the event of an overrun of Contract time, adjustment in compensation for asphalt binder included in estimates during the overrun period shall be determined using the California Statewide Crude Oil Price Index in effect on the first business day of the month within the pay period in which the overrun began.

ADD the following:

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

SECTION 203 – BITUMINOUS MATERIALS

203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, CORRECT section numbering as follows:

| OLD SECTION NUMBER | TITLE | NEW SECTION NUMBER |
|---------------------------|--|---------------------------|
| 203-15 | RUBBER POLYMER MODIFIED SLURRY (RPMS) | 203-16 |
| 203-15.1 | General | 203-16.1 |
| 203-15.2 | Materials | 203-16.2 |
| 203-15.3 | Composition and Grading | 203-16.3 |
| 203-15.4 | Mix Design | 203-16.4 |

SECTION 207 – PIPE

207-9.2.3 Fittings. To the City Supplement, ADD the following:

8. Flange gaskets shall be 3.2mm (1/8") thick acrylic or aramid fibers bound with nitrile for all sizes of pipe. Gaskets shall be full-face type with pre-punched holes free of asbestos material. All insulating flange kits require full face gaskets.

207-9.2.4 Lining and Coating. To the City Supplement, Item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. The fitting shall be lined with cement mortar and tar (seal) in accordance with AWWA C104/A21.4. The interior of bells shall be lined **as specified**. The Contractor shall provide double thickness lining and shall use cement conforming to ASTM C150 Type II. Coating on Interior bells shall be holiday free.

207-9.2.6 Polyethylene Encasement for External Corrosion Protection. To the City Supplement, DELETE in its entirety and ADD the following:

When soils have been determined to be mildly corrosive through resistivity testing as specified in the City of San Diego Sewer and Water Design Guides, The outside surfaces of ductile iron pipe and fittings for general use shall be coated with bituminous coating 1 mil (25um) thick in accordance with AWWA C151 or AWWA C110. Polyethylene encasement shall be provided in accordance with AWWA C105.

207-17.2.3 Pipe Manufacturer. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

PVC products as manufactured or distributed by J-M Manufacturing Company shall not be used on the Contract for pressurized pipe **unless specified otherwise**.

207-26.4 Butterfly Valves. To the City Supplement, Paragraph (2), DELETE the last sentence.

To the City Supplement, Paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

3. The operator shall be manual with a 2” (50 mm) square operating nut, and shall open the valve when turned counterclockwise.

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

209-6.4 Induction Cobra Head Luminaire. To the City Supplement, CORRECT certain section numbering as follows:

| OLD SECTION NUMBER | TITLE | NEW SECTION NUMBER |
|--------------------|---------------------------|--------------------|
| 209-6.4.7 | Luminaire Identification | 209-6.4.8 |
| 209-6.4.8 | Photometric Documentation | 209-6.4.9 |
| 209-6.4.9 | Quality Assurance | 209-6.4.10 |

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

212-3.2.2.3 Trench Marker Tape. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Trench marker tape shall be installed in accordance with Standard Drawing SDM-105, “Warning/Identification Tape Installation”.

SECTION 300 – EARTHWORK

300-1.4 Payment. To the City Supplement, DELETE the first five paragraphs in this section and ADD following:

7. The lump sum price paid for Clearing and Grubbing shall include full compensation for the sawcutting, demolition, removal, protection, and disposal of any and all existing improvements (up to 24”) including, but not limited to, soil, pavement (Asphalt Concrete, PCC, Base, Unclassified Materials), sidewalk, driveway, curb and gutter, cross gutter, AC berm, street light foundation, gate valves, abandoned utilities and utility structures (pull boxes, etc.), signs and sign posts, vegetation, shrubs, irrigation, and any other materials and objects that are in conflict with the installation of the Work as shown on the Plans.

SECTION 302 – ROADWAY SURFACING

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

302-3 PREPARATORY REPAIR WORK.

1. Prior to the placement of asphalt concrete or the application of slurry, you shall complete all necessary preparation and repair Work to the road segment.
2. Unless otherwise specified, preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, and removal of pavement markings.
3. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others to expose firm and unyielding pavement.
4. You shall prepare subgrade as needed and install a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
5. If the base material is exposed in order to achieve the minimum specified depth, the material shall be compacted to 95% relative compaction (dig out). Compaction tests shall be made to ensure compliance with the specifications.
6. The Engineer shall determine when and where the test shall occur. The City will pay for the soils testing required by the Engineer which meets the required compaction. You shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, you shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base".
7. Recycled base material shall conform to crushed miscellaneous base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
8. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
9. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "Asphalt Concrete Pavement". Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "Asphalt Concrete".
10. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
11. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
12. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:

- a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
- b) When additional base material is required, then you shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base". Recycled base material shall conform to crushed miscellaneous aggregate base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
- c) You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
- d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.
- e) Base Repairs with RAC. Areas where failed paving is removed either by cold milling or by excavation shall be restored to existing pavement grade with ¾ inch (19.1 mm) RAC at 8 inch (203.2 mm) depth unless otherwise directed by the Engineer. These areas have been marked on the street as "DO". The asphalt concrete shall be B3-PG 64-10 as specified in 400-4, "Asphalt Concrete". Preliminary quantities are identified in the Contract Appendix but may need to be increased and approved by the Engineer at the time of construction. Base repairs shall not exceed 15% RAP in content.
- f) Unscheduled Base Repair with RAC. If paving operations cause damage outside of your control and require additional base repair, the areas shall be removed either by cold milling or by excavation and shall be restored to existing pavement grade with ¾ inch (19.1 mm) RAC at 8 inch (203.2 mm) depth unless otherwise directed by the Engineer. The asphalt concrete shall be B3-PG 64-10 as specified in 400-4, "Asphalt Concrete". Unscheduled base repairs shall not exceed 15% RAP.
- g) A base repair is considered unscheduled when it is not identified on the pavement with a "DO" or when you are directed by the Engineer to perform a base repair for the proper placement of an asphalt overlay.

302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosions, and other low spots in the pavement that are deeper than ½ inch (12.7 mm) in accordance with 302-5.6.2, "Density and Smoothness".
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. You shall identify any new areas that may require patching prior to slurry Work to ensure the smoothness and quality of the finished product.

3. You shall identify and repair any areas that may require patching prior to the placement of slurry seal for a smooth and finished product.
4. Asphalt overlay shall not be applied over deteriorating pavement. Preparatory asphalt Work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. You shall remove distressed asphalt pavement either by saw cutting or milling to expose firm and unyielding pavement, prepare subgrade (as needed), and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat".
7. Following the asphalt placement, you shall roll the entire patch in both directions and shall cover the patch at least twice.
8. After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
9. Base repairs shall not exceed 15% RAP in content.

302-3.2

Payment.

1. The payment for the replacement of existing pavement when required shall be included in the Contract Unit Price for "Asphalt Pavement Repair" for the total area replaced and no additional payment shall be made regardless of the number and size of replacements completed. No payment shall be made for areas of over-excavation or outside trench areas in utility Works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to your failure to protect existing improvements. You shall reimburse the City for the cost of retesting all failing compaction tests.
2. The areas and quantities shown on the road segments and in the appendices are given only for your aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedence over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, you shall submit to the Engineer an itemized list of the asphalt pavement repair Work completed. The list shall include the location of the Work and the exact square footage of the repair.
4. The payment for preparatory repair Work and tack coating shall be paid at the Contract Unit Price for "Asphalt Pavement Repair".
5. The payment for milling shall be included in the Bid item for "Asphalt Pavement Repair" unless Bid items for asphalt milling Work has been provided.

6. The payment for miscellaneous asphalt patching shall be included in the Contract Unit Price for the slurry Work and no additional payment shall be made, unless a Bid item for "Miscellaneous Asphalt Patching" has been provided.

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

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

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

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS. To the City Supplement, CORRECT certain section numbering as follows:

| OLD SECTION NUMBER | TITLE | NEW SECTION NUMBER |
|---------------------------|--|---------------------------|
| 306-1.8 | House Connection Sewer (Laterals) and Cleanouts | 306-1.9 |
| 306-1.7.1 | Payment | 306-1.9.1 |
| 306-1.7.2 | Sewer Lateral with Private Replumbing | 306-1.9.2 |
| 306-1.7.2.1 | Location | 306-1.9.2.1 |
| 306-1.7.2.2 | Permits | 306-1.9.2.2 |
| 306-1.7.2.3 | Submittals | 306-1.9.2.3 |
| 306-1.7.2.4 | Trenchless Construction | 306-1.9.2.4 |
| 306-1.7.2.5 | Payment | 306-1.9.2.5 |
| 306-1.7.3.6 | Private Pump Installation | 306-1.9.2.6 |
| 306-1.7.3.7 | Payment | 306-1.9.2.7 |

306-1.4.5 Water Pressure Test. To the City Supplement, Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.

Specified test pressure for Class 235 pipe will be 150 psi

Specified test pressure for Class 305 pipe will be 200 psi

306-1.6 **Basis of Payment for Open Trench Installations.** ADD the following:

8. Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

306-1.8.3 **Polyurethane Lining.** To the City Supplement, item 5, DELETE in its entirety

306-20.8 **Carrier Pipe.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Carrier pipe materials shall be approved by the Engineer. The Contractor shall use only HDPE. The Contractor shall furnish and install a structurally sound, leak-proof, fusible high density polyethylene pipe, for all piping identified for installation by horizontal directional drilling. The Contractor shall be responsible for the sizing of the carrier pipe to withstand all installation forces, curvature, and residual forces and final in place loading. The selected material shall have an inside diameter no less than stated on the drawings. Individual pipe lengths shall be assembled by butt-fusion unless otherwise specified.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-7 **GUARANTEE.** To the City Supplement, DELETE in its entirety.

308-7 **PAYMENT.** ADD the following:

Work related to tree maintenance shall be included in the Bid items as follows:

- Tree Trimming (EA)
- Root Pruning (EA)
- Root Barrier (EA)

308-8 **PAYMENT.** To the City Supplement, DELETE in its entirety.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVMENT MARKINGS, AND PAVEMENT MARKERS

314-4 **APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.**

314-4.3.7 **Payment.** DELETE in its entirety and SUBSTITUTE with the following:

The placement and removal of conflicting striping, painted lines, markings, pavement markers and signage, including but not limited to recording the limits of each type of pavement marker and all control points necessary to re-establish the striping and pavement markings to match the existing striping and pavement markings, in their

original locations or as shown on the Plans shall be included in the Contract lump sum price for Signing, Striping and Pavement Markings.

314-4.4.6 Payment. DELETE in its entirety and SUBSTITUTE with the following:

Painting traffic stripes, pavement markings, reflectors, raised reflective pavement markings including curb markings, curb painting, thermoplastic arrows, thermoplastic cross walks, arrows and the removal of all existing stripes and markings in conflict with the proposed striping Plan, if needed, or otherwise called out for removal and temporary striping, complete in place in accordance with the Plans, the Standard Specifications, and these Special Provisions, and as directed by the Engineer shall be included in the Contract lump sum price for Thermoplastic Striping, Crosswalks, Arrows, and Markings.

SECTION 701 – WATER POLLUTION CONTROL

701-11 POST-CONSTRUCTION REQUIREMENTS. To the City Supplement, second paragraph, ADD the following:

Comply with the following post-construction requirements:

701-11.1 Storm Water Treatment Device.

701-11.1.1 General. Filter Device: Water Polisher WP-4-65-72, or approved Equal.

1. Description

The SWTD is used for filtering stormwater runoff including dry weather flows. The SWTD is a 3 stage inline pre-engineered water polishing system composed of multiple sediment removal chambers, a skimmer system to remove floating pollutants, and a water polishing upflow media filter to remove fine particulates and dissolved pollutants.

2. Manufacturer

The manufacturer of the SWTD shall be one that is regularly engaged in the engineering design and production of systems developed for the treatment of stormwater runoff for at least (10) years, and which have a history of successful production, acceptable to the engineer of work. In accordance with the drawings, the SWTD(s) shall be a device manufactured by Bio Clean Environmental Services, Inc., assigned distributors or licensees, or approved equal. Bio Clean Environmental Services, Inc. can be reached at:

Bio Clean Environmental Services, Inc
Corporate Headquarters:
2972 San Luis Rey Road
Oceanside, CA 92058
Phone: (760) 433-7640
Fax: (760) 433-3176
www.biocleanenvironmental.net

3. Submittals

- a) Submittal drawings are to be provided with each order to the contractor and consulting engineer.
- b) Submittal drawings are to detail the SWTD and all components required and the sequence for installation, including:
 - i) System configuration with primary dimensions
 - ii) Interior components
 - iii) Any accessory equipment called out on submittal drawings
- c) Inspection and maintenance documentation are to be provided.

4. Work Included

- a) Specification requirements for installation of SWTD.
- b) Manufacturer to supply components of the SWTD(s):
 - i) Concrete structure (chambers)
 - ii) Internal components
 - iii) Risers, hatches, and manholes optional

5. Reference Standards

| | |
|---------------|---|
| ASTM A 615 | Standard Specifications for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement |
| ASTM F 716.07 | Standard Test Methods for Sorbent Performance of Absorbents |
| ASTM D 3787 | Standard Test Method for Bursting Strength of Textiles-Constant-Rate-of-Traversal (CRT) Ball Burst Test |

701-11.1.2 Components. The Storm Water Treatment Device (SWTD) and all of its components shall be self-contained within a concrete structure constructed with a minimum 28 day compressive strength of 5,000 psi, with reinforcing per ASTM A 615, Grade 60, and supports a minimum H-20 loading as indicated by AASHTO. All seams and connection points shall be sealed water tight with non-shrink grout in accordance with manufactures recommendations and project specifications.

- 1. Skimmer System The skimmer system shall be mounted to the skimmer wall and located between the end of the screening system and the outlet pipe. The skimmer wall shall be constructed of concrete with a minimum 28 day compressive strength of 5,000 psi, with reinforcing per ASTM A 615, Grade 60.

2. Storm Boom Housing shall be constructed of an aluminum grade 6061-T6 and/or stainless steel grade 304 frame with flattened expanded stainless steel grade 304 screen system. Housing shall have a hinged top section. Screen shall be attached to the Storm Boom Housing Frame by sandwiching the screen to the aluminum or stainless steel frame between a series of aluminum or stainless steel angle beams and welded in place. The Storm Boom Housing shall be secured to the skimmer wall with aluminum or stainless steel hardware.
3. Storm Boom
 - a) Storm Boom media shall be made of granulated oil absorbing polymers that have been tested in accordance with section 11.2 of ASTM F 716.07. Polymer granules must meet performance absorption standards in section 701-11.1.3, part 1(d).
 - b) Boom netting shall be 100% polyester with a number 16 sieve size, and strength tested per ASTM D 3787.
4. Sediment Removal Chambers
 - a) Baffle Walls shall be constructed of concrete with a minimum 28 day compressive strength of 5,000 psi, with reinforcing per ASTM A 615, Grade 60.
5. Upflow Media Filter The upflow media filter shall be mounted to the skimmer wall on the opposite side of the skimmer system (701-11.1.2, part 1). The entire upflow media filter (frame and media) shall be located below the invert elevation of the outlet connection(s).
 - a) Media Filter Frame shall be constructed of aluminum grade 6061-T6 and/or stainless steel grade 304. All joints and seams are to be welded or fastened together with aluminum and/or stainless steel hardware. All sides of media filter frame shall be fixed. The top section of the media filter frame shall have a locking hinged top section to allow for removal of the media. The bottom section of the media filter frame shall be fixed. The media filter frame shall be located below the access hatches to allow access for maintenance. The media filter frame shall be secured to the concrete baffle(s) with aluminum or stainless steel concrete anchors.
 - b) Media Filter Screens shall be manufactured of flattened expanded stainless steel grade 304 and/or aluminum grade 6061-T6. As an alternate, the media filter screens may also be manufactured of perforated stainless steel or aluminum of the same grade mentioned previously. The media filter screen shall be attached to the media filter frame by sandwiching the screen to the media filter frame between a series of aluminum or stainless steel angle beams and welded in place.
 - c) Media - The Upflow Media Filter shall house one or more types of media specifically formulated by the manufacture to remove fine

particulate and dissolved pollutants. The media mix and media specifications will be provided by the manufacturer.

701-11.1.3 Performance. The upflow media filter shall only meet performance specification listed on the submittal drawings.

1. General

- a) Function - The SWTD is a 3 stage pre-engineered inline hydrodynamic separation system and water polisher unit composed of multiple sediment removal chambers, a skimmer system to capture oils, grease, and floating pollutants, and a water polishing upflow media filter to remove fine particulate and dissolved pollutants.
- b) Removal Efficiencies - The SWTD's sediment removal chambers shall be capable of achieving a minimum of 80% total suspended solids removal (of the size fractions typical for urban runoff) from the design flow rate. The SWTD shall be capable of capturing and retaining 90% of oils and grease. All removal efficiencies shall be tested in accordance with section 701-11.1.3, part 2.
- c) Hydraulic Capacity - The SWTD shall provide a rated hydraulic capacity, which is consistent with governing water treatment regulations.
- d) Storage Capacity - The SWTD must have multiple sediment removal chambers for storage of sediments and other non-floatable pollutants. The volume of each sediment removal chamber will be called out on the submittal drawings. The SWTD must have a skimmer to capture floatable pollutants. The skimmer shall be equipped with storm booms per section 701-11.1.2, part 3. The storm boom must be capable of capturing up to 180% of its weight in oils & grease along with other emulsified and free floating hydrocarbons and tested per section 701-11.1.3, part 2(a).
- e) Upflow Media Filter - The SWTD must be equipped with an upflow media filter. The upflow media filter will house one or more types of media specifically formulated by the manufacture to remove the project specific pollutants. All upflow media filter performance specifications will be provided by the manufacture. All water flows less than or equal to the project treatment flow rate must pass through the filter media in an upward direction. Flows greater than the project treatment flow rate must bypass the upflow media filter without restriction. The media filter must be capable of bypassing high flows without scouring of previously captured pollutants.

2. Test Performance

- a) At a minimum, the SWTD must meet all of these testing performance standards and have a Manufactures Performance Certification per Section 701-11.1.5, part 2:

- b) Independent Third Party Testing: The SWTD up flow filter media must be tested and verified independently by a third party;
 - i) Must be capable of removing greater than 80% TSS, 90% Oils & Grease, 70% Phosphorus, 84% Copper, 44% Zinc, 96% Lead and 49% to 98% for various pathogenic Bacteria.

701-11.1.4 Execution.

1. General The installation of the SWTD shall conform to all applicable national, state, state highway, municipal and local specifications.
2. Installation The Contractor shall furnish all labor, equipment, materials and incidentals required to install the SWTD device(s) and appurtenances in accordance with the drawings and these specifications.
 - a) Grading and Excavation site shall be properly surveyed by a registered professional surveyor, and clearly marked with excavation limits and elevations. After site is marked it is the responsibility of the contractor to contact local utility companies and/or DigAlert to check for underground utilities. All grading permits shall be approved by governing agencies before commencement of grading and excavation. Soil conditions shall be tested in accordance with the governing agencies requirements. All earth removed shall be transported, disposed, stored, and handled per governing agencies standards. It is the responsibility of the contractor to install and maintain proper erosion control measures during grading and excavation operations.
 - b) Compaction – All soil shall be compacted per governing agencies standards, prior to installation of SWTD unit(s).
 - c) Backfill shall be placed according to governing agencies standards, and with a minimum of 6” of gravel under all concrete structures.
 - d) Concrete Structures – After backfill has been inspected by the governing agency and approved the concrete structures shall be lifted and placed in proper position per plans.
3. Shipping, Storage and Handling
 - a) Shipping – The SWTD unit(s) shall be shipped to the contractor’s address or job site. The contractor is responsible for offloading and placing the units(s) in the exact site of installation.
 - b) Storage and Handling– The contractor shall exercise care in the storage and handling of the SWTD and all components prior to and during installation. Any repair or replacement costs associated with events occurring after delivery is accepted and unloading has commenced shall be born by the contractor. The SWTD(s) and all components shall always be stored indoors and transported inside the original shipping container until the unit(s) are ready to be installed.

The SWTD shall always be handled with caution and lifted according to OSHA and NIOSA lifting recommendations and/or the contractor's workplace safety professional recommendations.

4. Maintenance and Inspection

- a) Inspection – After installation, the contractor shall demonstrate that the SWTD has been properly installed at the correct location(s), elevations, and with appropriate components. All components associated with the SWTD and its installation shall be subject to inspection by the engineer at the place of installation. In addition, the contractor shall demonstrate that the SWTD has been installed per the manufacturer's specifications and recommendations. All components shall be inspected by a qualified professional once a year and results of inspection shall be kept in an inspection log.
- b) Maintenance – The manufacturer recommends cleaning and debris removal and replacement of the storm booms as needed. The maintenance shall be performed by a qualified City crew. A maintenance manual shall be obtained from the manufacturer and provided to the Resident Engineer. The manual has detailed information regarding the maintenance of the SWTD. A maintenance/inspection record shall be kept by the maintenance operator. The record shall include any maintenance activities performed, amount and description of debris collected, and the condition of the storm booms.
- c) Material Disposal - All debris, trash, organics, and sediments captured by the SWTD shall be transported and disposed of at an approved facility for disposal site in accordance with local and state requirements. Please refer to state and local regulations for the proper disposal of toxic and non-toxic materials.

701-11.1.5 Quality Assurance.

1. Warranty The Manufacturer shall guarantee the SWTD against all manufacturing defects in materials and workmanship for a period of (8) years from the date of delivery to the customer. The manufacturer shall be notified of repair or replacement issues in writing within the warranty period. The SWTD is limited to recommended application for which it was designed.
2. Performance Certification The SWTD manufacturer shall submit to the Engineer of Record a "Manufacturer's Performance Certificate" certifying the SWTD is capable of achieving the specified removal efficiency for suspended solids as typically found in storm water runoff. The SWTD manufacture shall also provide a certification from a Licensed Civil Engineer that the SWTD unit(s) will remove a minimum of 80% of total suspended solids (of the size fractions typical for urban runoff or as required by local regulations) from the design flow rate. Devices without these performance certifications will not be accepted.

701-11.1.6 Measurement and Payment. Payment for Storm Water Treatment Device will be paid for Each unit and shall include full compensation for furnishing all labor,

materials, tools, equipment, excavation, re-compaction, structural backfill, grading, joints, concrete, forming, reinforcing steel, independent third party testing, and appurtenant items necessary to construct the item complete in place.

SECTION 705 – WATER DISCHARGES

- 705-2.6.1** **General.** Paragraph (3), CORRECT reference to Section 803 to read “Section 703.”
- 705-2.6.3** **Community Health and Safety Plan.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- 705-2.6.3** **Community Health and Safety Plan.** See 703-2, “Community Health and Safety Plan.”

SECTION 707 – RESOURCE DISCOVERIES

ADD:

- 707-1.1** **Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a **Notice of Exemption** for **Pacific Beach Drive – Crown Pt/Olney Sidewalk**, Proj. No. WBS# B-14020.02.06, as referenced in the Contract Appendix. You must comply with all requirements of the Exemption as set forth in the Contract Appendix A.

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

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

PROJECT NO.: WBS# B-14020.02.06

PROJECT TITLE: PACIFIC BEACH DR-CRWN PT/OLNEY
SIDEWALK

PROJECT LOCATION-SPECIFIC: Along Pacific Beach Drive between Crown Point Drive and Olney Street. The project will occur in the Pacific Beach Community Plan Area in Council District #2.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project will install sidewalk, curb, and gutter on the southern side of Pacific Beach Drive. It will remove pavement on the western portion of the project alignment, and add pavement on the eastern portion to make the street a more uniform width. The width of the pavement will accommodate a bike lane and on-street parking. Project appurtenances include lane painting and the installation of new ADA curb ramps, as required. The installation of new curb ramps on the northwest corners of the intersections of Pacific Beach Drive with Noyes Street and Olney Street will result in the relocation of an existing street light to another location on the same corners. The relocation of these streetlights will require excavation to the depth of 5-feet 1-inch.

The project site is adjacent to the Kendall Frost Mission Bay Marsh Reserve (Reserve), which is inside the City's Multi-Habitat Planning Area (MHPA). Stormwater currently drains directly and unfiltered into the Reserve from a low point along Pacific Beach Drive. This project will install a water polisher at the low point to filter pollutants out of stormwater runoff before it enters the Reserve. Stormwater will be routed directly into an existing drain pipe, which already drains into the Reserve. Installation of the water polisher will require excavation 7 feet deep. The project will implement a water pollution control plan to avoid stormwater runoff during construction. Construction will be limited to daytime hours outside of the general avian breeding season, which runs annually from February 1 to September 15. The project area is within an urbanized area, and will be confined to the existing, improved public right-of-way.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, E&CP Dept/David Li
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533- 5164

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
(X) CATEGORICAL EXEMPTION: §15301(c) [Existing Facilities], §15302(c) [Replacement or Reconstruction], and §15303(d) [New Construction or Conversion of Small Structures]
() STATUTORY EXEMPTIONS: §15282(K) [Pipelines Less Than a Mile]

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project meets the categorical exemption criteria set forth in the CEQA State Guidelines §15301(C) [EXISTING FACILITIES], which allows for the repair and maintenance of existing public facilities, including streets, sidewalks, gutters, and similar facilities, involving negligible or no expansion of the use beyond that existing at the time of the lead agency's determination; §15302(C) [REPLACEMENT OR RECONSTRUCTION], which allows for the replacement or reconstruction of existing facilities, where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; and §15303(D) [NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES], which allows for the construction and location of limited numbers of new, small facilities or structures, including storm drain extensions, and street improvements; and where the exceptions listed in CEQA Guidelines §15300.2 would not apply. This project would not impact sensitive resources.

LEAD AGENCY CONTACT PERSON: SUSAN MORRISON, ASSOCIATE PLANNER TELEPHONE: (619) 533-6492

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

Mary D. Hummer, Senior Planner

JULY 17, 2015
DATE

SIGNATURE/TITLE

CHECK ONE:

(X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

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

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

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

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

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

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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

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

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

7. FEE AND DEPOSIT SCHEDULES

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

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

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

| | |
|--------|------|
| NS REQ | FAC# |
| DATE | BY |

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

| City Meter | Private Meter |
|--|---|
| Contract Acct #: | Deposit Amount: \$ 936.00 Fees Amount: \$ 62.00 |
| Meter Serial # | Meter Size: 05 Meter Make and Style: 6-7 |
| Backflow # | Backflow Size: Backflow Make and Style: |
| Name: Bidding Pacific Beach Dr - Crown Pt/Olney Sidewalk | |
| Appendix B - Fire Hydrant Meter Program (Rev. July 2015) | |
| Signature: | Date: 70 Page |

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D
SAMPLE CITY INVOICE

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

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

SUMMARY

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

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

Resident Engineer

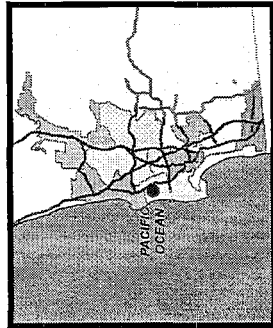
Construction Engineer

Retention and/or Escrow Payment Schedule

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

Contractor Signature and Date: _____

APPENDIX E
LOCATION MAP

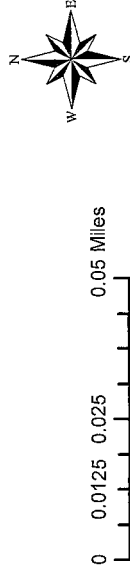
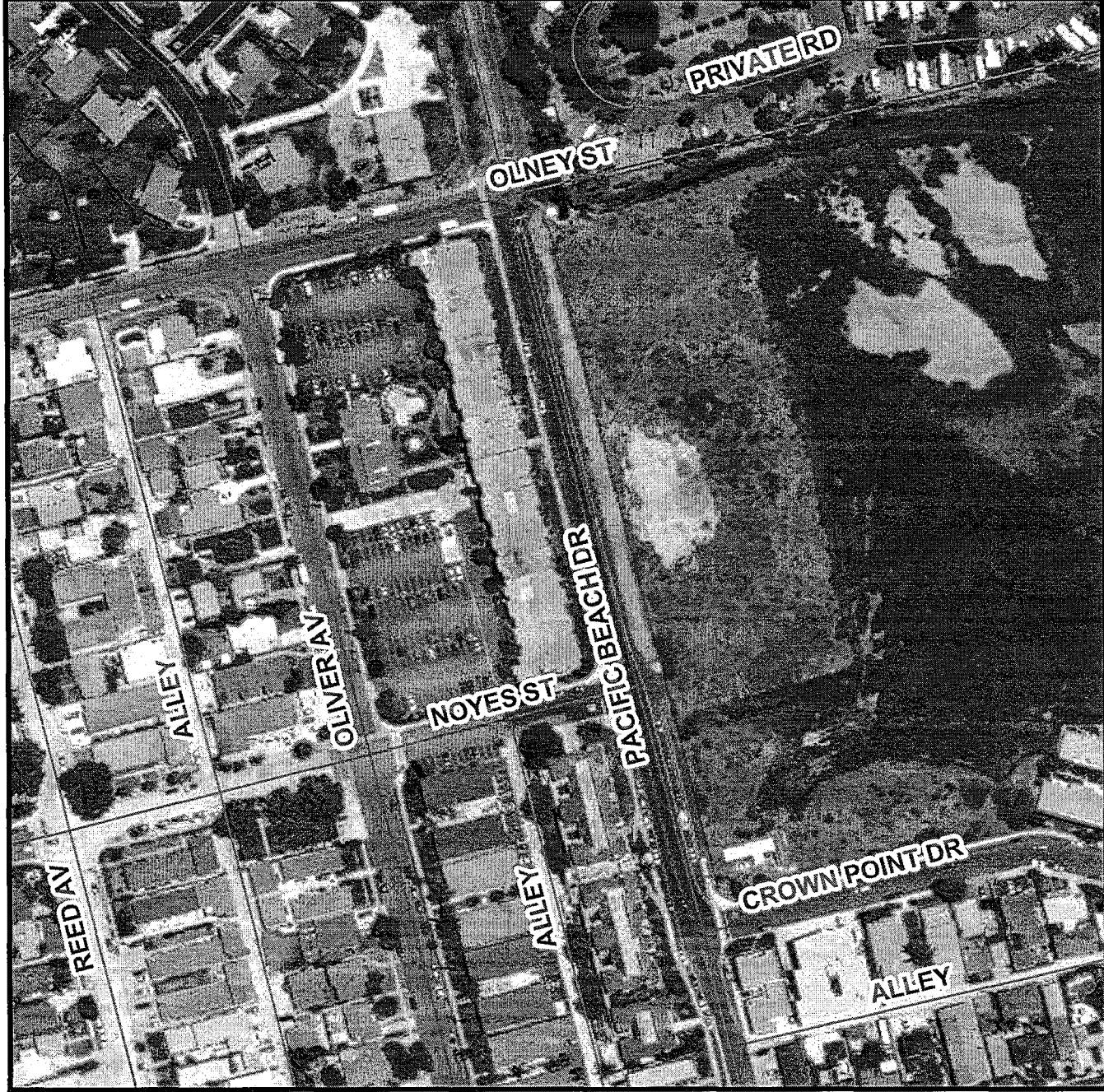


**Pacific Beach Dr
Crown Point/Olney Sidewalk**

SENIOR ENGINEER
Brad Johnson

PROJECT MANAGER
David Li

PROJECT ENGINEER
Marc Pirazzini



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COMMUNITY NAME: Pacific Beach

COUNCIL DISTRICT: 2

SAP ID: B-14020



Date: July 7, 2015

e-Bidding Pacific Beach Dr - Crown Pt/Olney Sidewalk Appendix E - Location Map (Rev. July 2015)

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APPENDIX F
SAMPLE OF PUBLIC NOTICES



CONSTRUCTION NOTICE

PROJECT NAME

The work will consist of:

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

How your neighborhood may be impacted:

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

Anticipated Construction Schedule

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in ____ and is anticipated to be complete in ____.

Hours and Days of Operation

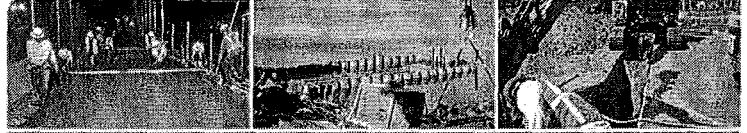
- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP



CONSTRUCTION NOTICE

PROJECT NAME

The work will consist of:

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

How your neighborhood may be impacted:

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

Anticipated Construction Schedule

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in ____ and is anticipated to be complete in ____.

Hours and Days of Operation

- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP



APPENDIX G
WATER QUALITY TECHNICAL REPORT

Pacific Beach Drive Improvements Water Quality Technical Report

Prepared For:

Mr. David Li
City of San Diego
Public Works Department

November 23, 2015

Prepared By:

CValdo Corporation
4901 Morena Blvd, Suite 1110
San Diego, CA 92117

Michael Cairns, RCE 58839



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| Purpose of Study..... | 1 |
| Project Description | 1 |
| Determination of Water Quality Design Flows | 2 |
| Inlet Design | 3 |
| Source Control | 3 |
| Description of Receiving Waters and Impairments..... | 3 |
| Anticipated and Potential Pollutants | 4 |
| BMP Selection..... | 5 |
| Hydromodification..... | 6 |

Figures

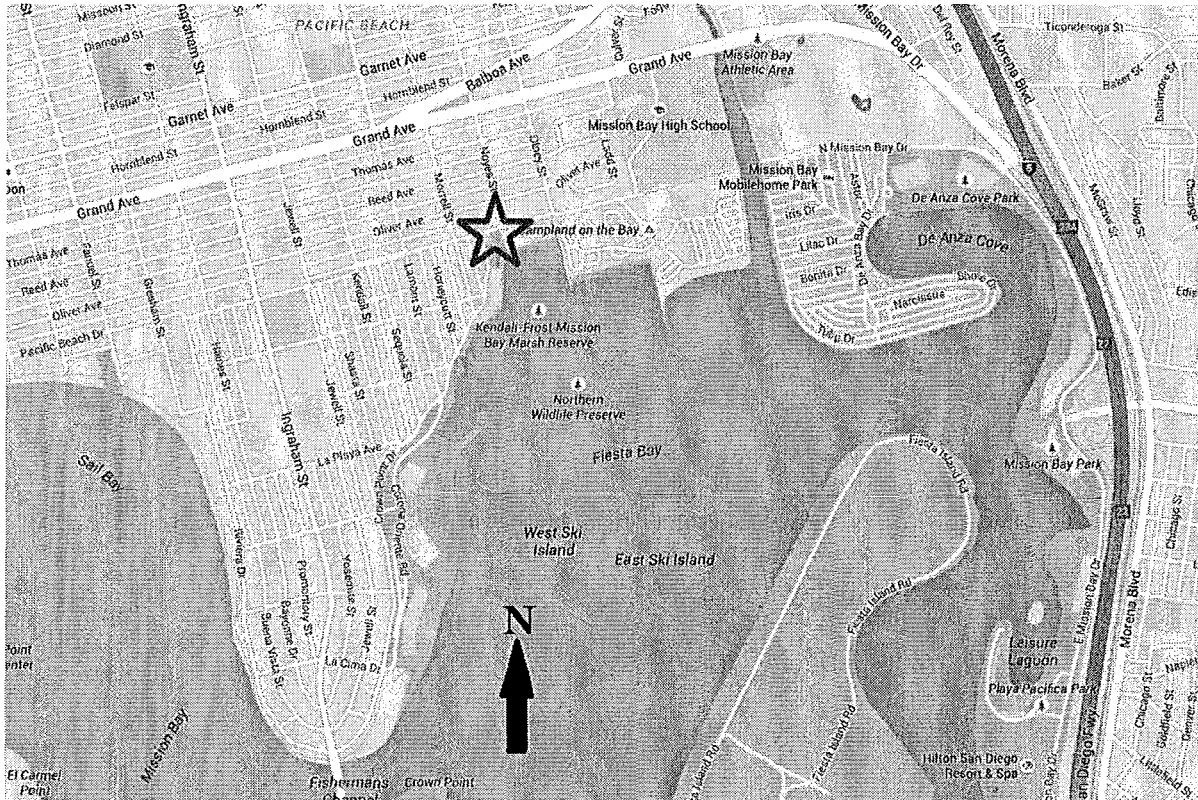
- Figure 1 Bio-Clean Water Polisher-Up Flow Media Filter Detail Drawing
- Figure 2 Water Quality Hydrology Map
- Figure 3 Curb Inlet Capacity Nomogram
- Figure 4 Pacific Beach Drive Water Quality Plan

Appendices

- Appendix A Q-BMP Calculations
- Appendix B BMP Maintenance and Operation Guidelines / Inspection and Maintenance Log
- Appendix C Water Polisher Brochure

Purpose of Study

The City of San Diego is currently pursuing the improvement of the south side of Pacific Beach Drive (WBS B-14020). A component of this project is the installation of a water quality treatment control BMP. At the direction of the City, Bio-Clean brand media filtration units will be used. The purpose of this report is to demonstrate compliance of the proposed BMPs with the requirements of the City of San Diego Storm Water Standards (2012) for Land Development and Public Improvement Projects.



Vicinity Map

Project Description

Treatment Control BMPs

The selected treatment control BMP is a flow media filtration unit, specifically the Water Polisher-Up Flow Media Filter. The media filtration unit will be located downstream of a proposed Type 'B' curb inlet, please see figure 4. The type 'B' curb inlet will intercept the water quality flow and direct them through the Water Polisher. The Water Polisher will filter the flows with a proprietary filtration system and then convey the filtered flows to an existing 24" AC storm drain pipe.

Drainage Basins

The tributary watersheds comprising drainage basins 1, 2, 3 and 4 are delineated on Figure 2, which is the hydrology work map developed for the water quality calculations. The following is a brief description of each drainage basin and the corresponding proposed media filtration system:

The proposed water polisher-up flow media filtration system will be housed within a 5' x 7.5' concrete structure per the Bio-Clean specifications for model number WP-4-6.5-72 or approved equal. The structure will be located between Basins 2 and 3 downstream of a proposed Type 'B' sump inlet located on the south side of Pacific Beach Drive near the intersection with Noyes Street (Figure 2). Because the device will be receiving flows from the proposed sump inlet, it will treat runoff from all four basins. The proposed media filtration unit is has a treatment capability of 0.34 cfs.

Basin 1 The tributary watershed area for Basin 1 is 0.63 acres and is comprised of multi-units residential land use. Per the City Drainage Design Manual a C value of 0.70 is appropriate for this land use.

Basin 2 The tributary watershed area for Basin 2 is 1.04 acres and is comprised of paved street and parkway improvements (assumed to be 90% impervious, same as Industrial) and multi-units residential land use. Per the City Drainage Design Manual a C value of 0.95 is appropriate for Industrial land use and a C value of 0.70 is appropriate for multi-units residential land use.

Basin 3 The tributary watershed area for Basin 3 is 0.23 acres and is comprised of paved street and parkway improvements (assumed to be 90% impervious, same as Industrial). Per the City Drainage Design Manual a C value of 0.95 is appropriate for Industrial land use.

Basin 4 The tributary watershed area for the Basin 4 0.13 acres and is comprised of paved street and parkway improvements (assumed to be 90% impervious, same as Industrial). Per the City Drainage Design Manual a C value of 0.95 is appropriate for Industrial land use.

Determination of Water Quality Design Flows

Consistent with the City of San Diego Drainage Design Manual, the following runoff coefficients were used in the hydrologic calculations:

Street and parkway improvements (90% impervious), C = 0.95

Multi-Units Residential land use (including streets), C = 0.70

Composite land use between multi-units residential land use and street and parkway improvements (C=0.70 and C=0.95), C=0.80 (See Appendix A for the determination of the composite C).

Calculations for the water quality storm event utilize the flow-based treatment criteria presented in the County Model SUSMP as adopted by the City of San Diego. The runoff rate for the flow based storm event was based on a rainfall intensity of 0.2 inches of rainfall per hour. The estimated water quality design flows for each basin are:

| Basin Number | Water Quality Flow Rate |
|--------------|-------------------------|
| 1 | 0.09 cfs |
| 2 | 0.17 cfs |
| 3 | 0.04 cfs |
| 4 | 0.02 cfs |

The supporting water quality design flow calculations are presented in Appendix A.

Inlet Design

Inlet opening capacity calculations were performed utilizing the nomogram for capacity of a curb inlet on sag, Chart 1-103.6 from the City of San Diego Drainage Design Manual. Per the drainage study prepared for this project, the 100-year peak flow is calculated to be 5.5 cfs. The required inlet length and proposed length to be provided for this flow is shown below.

| Required Inlet Length | Provided Inlet Length |
|-----------------------|-----------------------|
| 3.2' | 4.0' |

Source Control

As per the Storm Water Standards Manual in section 4.2.11, a concrete stamping, or approved equivalent method, shall be provided on the proposed type B inlet with the associated language being "No Dumping - I Live in the San Diego Bay" with the lettering and style per the satisfaction of the City Engineer.

Description of Receiving Waters and Impairments

Project site runoff will discharge to an existing 3-24" asbestos cement underground storm drain system via a new catch basin and water polisher device along the southerly

side of Pacific Beach Drive. This storm drain system flows to the south and contributes to the estuary south of Pacific Beach Drive. The flows continue southerly via a non-engineered channel and ultimately drains to Mission Bay.

Mission Bay is the receiving water for this project and is impaired for Pathogens (fecal coliform, total coliform, Enterococcus), Metals (Copper, Lead) and Nutrients (Eutrophic). This list of impairments was obtained from the 2010 USEPA Approved 303d List.

Anticipated and Potential Pollutants

Table 4-1. Anticipated and Potential Pollutants Generated by Land Use Type.

| General Project Categories | General Pollutant Categories | | | | | | | | |
|--|------------------------------|-----------|--------------|-------------------|----------------|-----------------------------|--------------|--------------------|------------|
| | Sediments | Nutrients | Heavy Metals | Organic Compounds | Trash & Debris | Oxygen Demanding Substances | Oil & Grease | Bacteria & Viruses | Pesticides |
| Detached Residential Housing Development | X | X | | | X | X | X | X | X |
| Attached Residential Development | X | X | | | X | P(1) | P(2) | P | X |
| Commercial Development | P(1) | P(1) | X | P(3) | X | P(3) | X | P(3) | P(3) |
| Industrial Development | X | | X | X | X | X | X | | |
| Automotive Repair Shops | | | X | X(4)(5) | X | | X | | |
| Restaurants | | | | | X | X | X | X | P(1) |
| Steep Hillside Developments | X | X | | | X | X | X | | X |
| Parking Lots | P(1) | P(1) | X | | X | P(1) | X | | P(1) |
| Streets, Highways & Freeways | X | P(1) | X | X(4) | X | P(3) | X | X | P(1) |
| Retail Gasoline Outlets (RGO) | | | X | X | X | X | X | | |

X = anticipated

P = potential

(1) A potential pollutant if landscaping exists on-site.

(2) A potential pollutant if the project includes uncovered parking areas.

(3) A potential pollutant if land use involves food or animal waste products.

(4) Including petroleum hydrocarbons.

(5) Including solvents.

This project falls under the Streets, Highways & Freeways category of the previous table. Landscaping is not a part of this project. Therefore, the anticipated pollutants associated with this project are:

- Sediments
- Heavy Metals*
- Organic Compounds
- Trash and Debris
- Oxygen Demanding Substances
- Oil and Grease
- Bacteria and Viruses*

* Pollutant of Concern (POC) based on the 2010 USEPA 303d list and table 4-1

BMP Selection

| Table 4-3. Structural BMP Treatment Control Selection Matrix | | | | | | | | | |
|--|-----|-------------|----------|-----------|-------|--------|----------|-----------------|----------|
| BMP | LID | HMP Control | Sediment | Nutrients | Trash | Metals | Bacteria | Oils and Grease | Organics |
| Infiltration Basin | Y | Y | H | H | H | H | H | H | H |
| Bioretention Basin | Y | Y | H | M | H | H | H | H | H |
| Cistern Plus Bioretention | Y | Y | H | M | H | H | H | H | H |
| Vault plus Bioretention | Y | Y | H | M | H | H | H | H | H |
| Self-retaining Area | Y | Y | H | H | H | H | H | H | H |
| Dry Wells | Y | Y | H | H | H | H | H | H | H |
| Constructed Wetlands | Y | Y | H | M | H | H | H | H | H |
| Extended Detention Basin | Y | Y | M | L | H | M | M | M | M |
| Vegetated Swale | Y | N | M | L | L | M | L | M | M |
| Vegetated Buffer Strips | Y | N | H | L | M | H | L | H | M |
| Flow-Through Planter Boxes | Y | Y | H | M | H | H | H | H | H |
| Vortex Separator or Wet Vault | N | N | M | L | M | L | L | L | L |
| Media Filter | N | N | H | L | H | H | M | H | H |

H High removal efficiency
M Medium removal efficiency
L Low removal efficiency

The filtration unit selected for this project is considered to be a "Media Filter". Per the previous table, the efficiency of pollutant removal for media filters is listed below:

| Pollutant | POC | Removal Efficiency |
|----------------------|------------|---------------------------|
| Sediment | No | High |
| Nutrients | No | Low |
| Trash and Debris | No | High |
| Heavy Metals | Yes | High |
| Bacteria and Viruses | Yes | Medium |
| Oil and Grease* | No | High |
| Organic Compounds* | No | High |

Per Appendix C, the water polisher has a high removal efficiency for metals and a medium removal efficiency for pathogens.

Hydromodification

This project proposes improvements to Pacific Beach Drive consisting of curb, gutter, sidewalk, pavement replacement and associated storm drain and water quality media filter systems. The project is shown in plan view on Figure 4 of this report.

The total onsite area of new pavement and repaving of existing asphalt encompasses approximately 0.8 acres. Of this area, approximately 0.2 acres drains to the low point on the northern side of Pacific Beach Drive toward an existing offsite storm drain system, and approximately 0.6 acres drains to a low point along the south side of Pacific Beach Drive and ultimately into the estuary south of Pacific Beach Drive. As discussed below, due to physical site constraints and right-of-way limitations, hydromodification flow control is not feasible for this project.

Methods of meeting hydromodification goals and their applicability to the project site are discussed below:

Method 1: Maintain the same pervious area as in the existing condition.

Discussion: Maintaining the same pervious area is not feasible for this project as the project entails the construction of sidewalk, curb and gutter. The City standard street section is a paved asphalt section, which by nature is impervious.

Method 2: Mitigate the increase in storm runoff due to development with infiltration.

Discussion: Infiltration is not feasible for this project because of the proposed project improvements and limited right-of-way.

Method 3: Mitigate the increase in storm runoff due to development with storage and slow release.

Discussion: Storage and metered discharge of site runoff is typically possible by use of either traditional at grade detention basins or below grade detention vaults or pipes. Traditional at grade detention basins are preferred due to ease of maintenance but typically require a large surface area. At grade basins may require fencing, and typically require routing maintenance and landscaping for soil stabilization.

Below grade detention vaults or pipes do not require significant surface area but do require a large below ground footprint. Public streets are reserved for buried linear utilities such as sewer, water, storm drain, etc..., whereas a below grade detention basin would occupy the same space reserved for these utilities. For this reason these facilities are not typically placed within a public street. Below grade detention facilities also require that the storm drain system that the vault or pipes drain to is sufficiently deep to accept the metered discharge.

The City right-of-way is limited to the street section and adjacent sidewalk. This precludes the use of a traditional at grade detention basin. Furthermore, due to the shallow depth of the existing storm drain system that the proposed catch basin and water polisher will connect into, there is insufficient depth available to capture and pre-treat the storm water, then convey to a below grade detention facility and outlet to the existing storm drain system.

For the reasons stated above, namely lack of available right-of-way and lack of sufficient vertical grade between the project drainage systems and the existing drainage systems, meeting hydromodification requirements is not feasible for this City capital improvement project.

Additionally, the project discharges into Mission Bay which is controlled by tides. In terms of hydromodification, it can be expected that there would be no impacts when discharging into this water body as with the Pacific Ocean and San Diego Bay.

Figure 1

Bio-Clean Water Polisher-Up Flow Media Filter (WP-4-6.5-72) Detail Drawing

| SITE SPECIFIC DATA* | |
|-------------------------------|--|
| PROJECT NUMBER | 2853 |
| PROJECT NAME | PACIFIC BEACH DRIVE STORMWATER FILTERS |
| PROJECT LOCATION | SAN DIEGO, CA |
| STRUCTURE ID | |
| WATER QUALITY FLOW RATE (CFS) | 0.32 |
| PEAK FLOW RATE (CFS) | 5.50 |
| PEAK STORM DURATION (YEARS) | 100 |
| PIPE DATA | I.E. MATERIAL DIAMETER |
| INLET PIPE 1 | 2.34 RCP 18" |
| OUTLET PIPE 1 | 2.34 RCP 18" |
| RIM ELEVATION | 5.67 |
| SURFACE LOADING REQUIREMENT | PARKWAY |
| FRAME AND COVER | Ø24" |
| CORROSIVE SOIL CONDITIONS | |
| KNOWN GROUNDWATER ELEVATION | |
| NOTES: 4" S/W OVER TOP OF BOX | |
| *PER ENGINEER OF RECORD | |

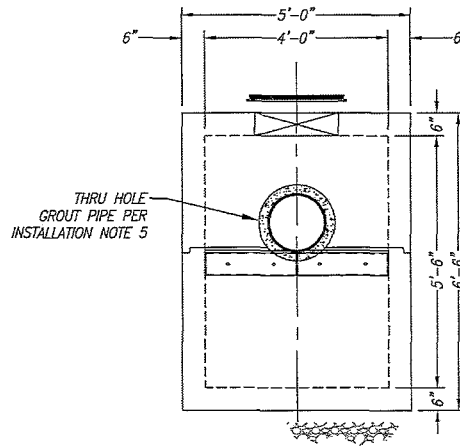
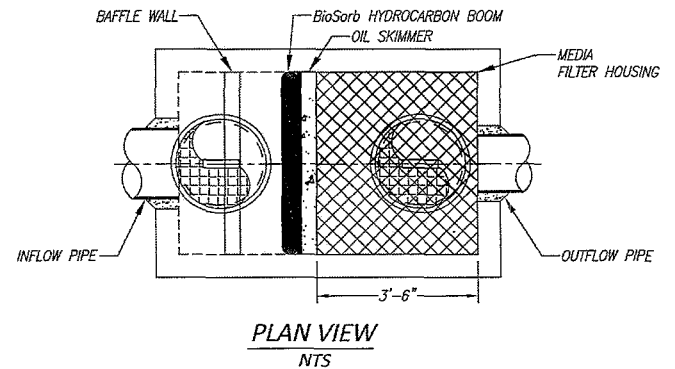
GENERAL NOTES

- BIO CLEAN TO PROVIDE ALL MATERIALS UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS, ELEVATIONS, SPECIFICATIONS, AND CAPACITIES ARE SUBJECT TO CHANGE. FOR PROJECT SPECIFIC DRAWINGS DETAILING EXACT DIMENSIONS, WEIGHTS, AND ACCESSORIES PLEASE CONTACT BIO CLEAN.

INSTALLATION NOTES

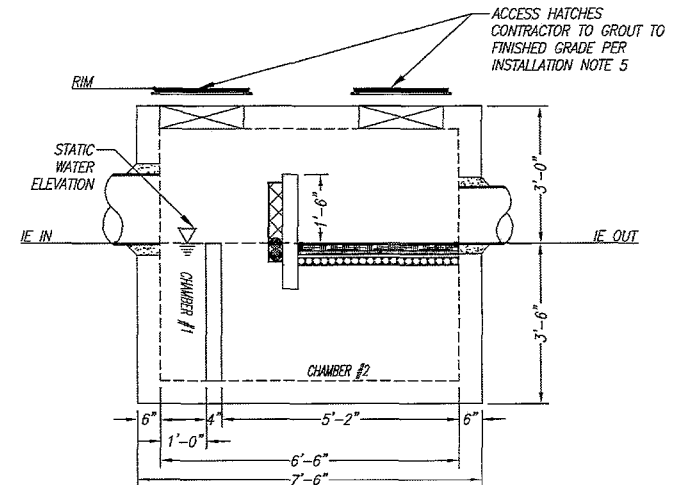
- CONTRACTOR TO PROVIDE ALL LABOR, EQUIPMENT, MATERIALS, AND INCIDENTALS REQUIRED TO OFFLOAD AND INSTALL THE NSBB UNIT AND APPURTENANCES IN ACCORDANCE WITH THIS DRAWING AND THE MANUFACTURERS SPECIFICATIONS, UNLESS OTHERWISE STATED IN MANUFACTURERS CONTRACT.
- MANUFACTURER RECOMMENDS A 6"-12" LEVEL ROCK BASE UNLESS SPECIFIED BY THE PROJECT ENGINEER. CONTRACTOR IS RESPONSIBLE TO VERIFY PROJECT ENGINEERS RECOMMENDED BASE SPECIFICATIONS.
- ALL PIPES MUST BE FLUSH WITH INSIDE SURFACE OF CONCRETE. (PIPES CANNOT INTRUDE BEYOND FLUSH).
- ALL GAPS AROUND PIPES SHALL BE SEALED WATER TIGHT WITH A NON-SHRINK GROUT PER MANUFACTURERS STANDARD CONNECTION DETAIL AND SHALL MEET OR EXCEED REGIONAL PIPE CONNECTION STANDARDS.
- CONTRACTOR RESPONSIBLE FOR INSTALLATION OF ALL RISERS, MANHOLES, AND HATCHES. ALL COVERS SHALL BE SHIPPED LOOSE. CONTRACTOR TO GROUT ALL MANHOLES AND HATCHES TO MATCH FINISHED SURFACE UNLESS SPECIFIED OTHERWISE.

| WP PERFORMANCE DATA | | | | |
|--------------------------------|-------------|------------|-------------|------------|
| TREATMENT FLOW RATE (CFS) | 0.34 | | | |
| MEDIA SURFACE AREA (SF) | 14 | | | |
| LOADING RATE (GPM/SF) | - | | | |
| SEDIMENT STORAGE CAPACITY (CF) | 32.44 | | | |
| WP STORAGE CAPACITIES | | | | |
| SEDIMENT CHAMBER CAPACITY | | | | |
| | LENGTH (FT) | WIDTH (FT) | HEIGHT (FT) | TOTAL (CF) |
| CHAMBER 1 | 1.00 | 4.00 | 2.94 | 11.76 |
| CHAMBER 2 | 5.17 | 4.00 | 1.00 | 20.68 |



END VIEW

NTS



ELEVATION VIEW

NTS

FIGURE 1

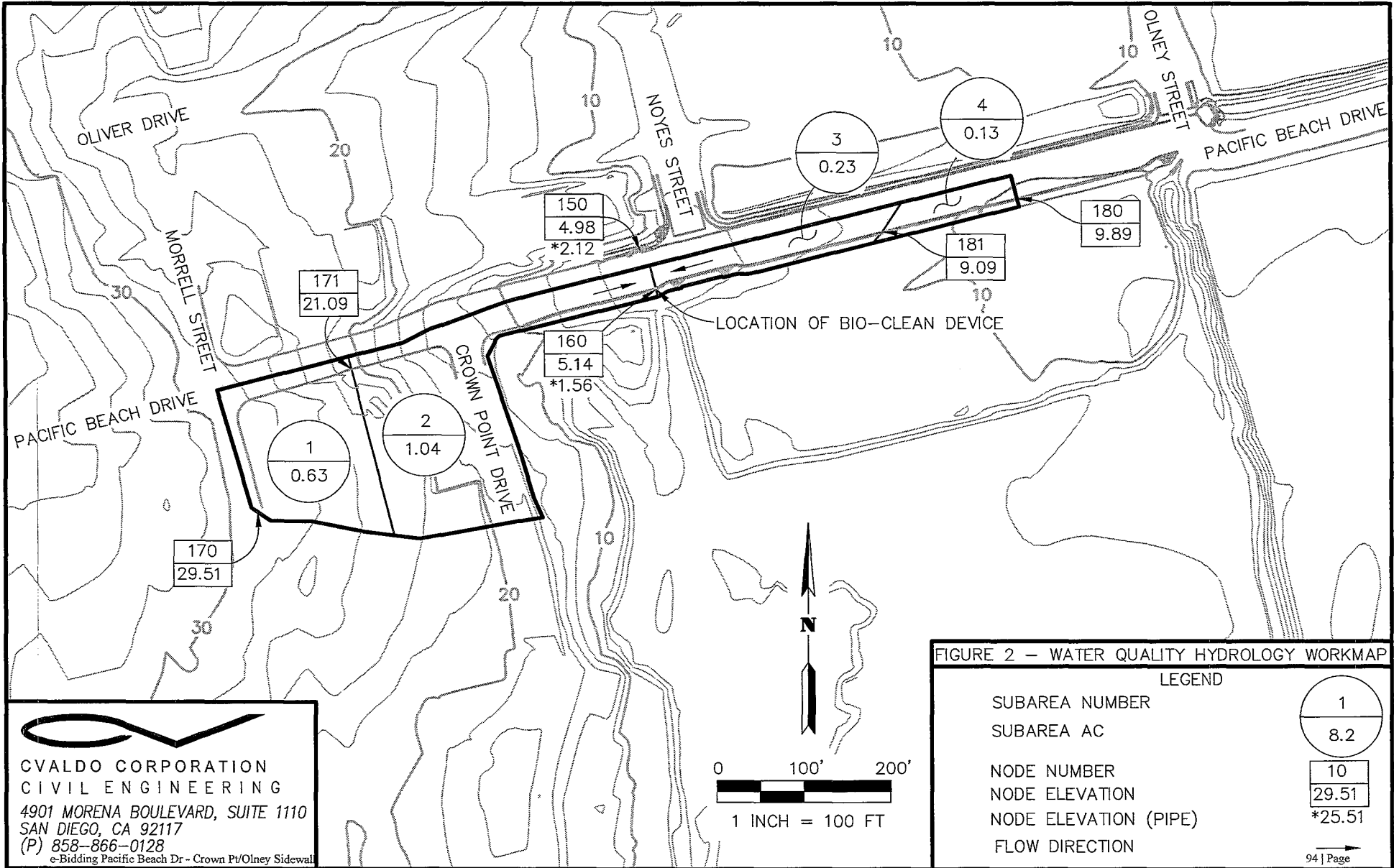
PROPRIETARY AND CONFIDENTIAL:
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF BIO CLEAN ENVIRONMENTAL SERVICES, INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF BIO CLEAN ENVIRONMENTAL SERVICES, INC. IS PROHIBITED.

BIO CLEAN
ENVIRONMENTAL SERVICES, INC.
biocleanenvironmental.com
P 760.433.7640 F 760.433.3176

WP-4-6.5-72
WATER POLISHER-UP FLOW MEDIA FILTER
STANDARD DETAIL

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Figure 2
Water Quality Hydrology Map






CVALDO CORPORATION
CIVIL ENGINEERING
 4901 MORENA BOULEVARD, SUITE 1110
 SAN DIEGO, CA 92117
 (P) 858-866-0128
 e-Bidding Pacific Beach Dr - Crown Pt/Olney Sidewalk
 Appendix G - Water Quality Technical Report (Rev. July 2015)

FIGURE 2 - WATER QUALITY HYDROLOGY WORKMAP

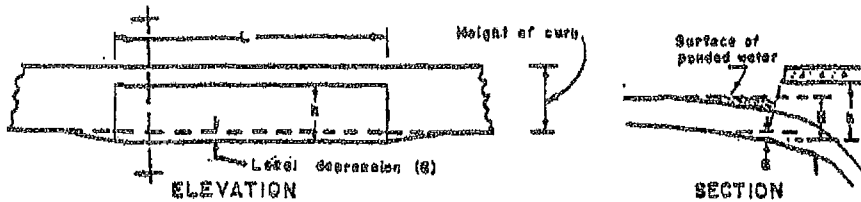
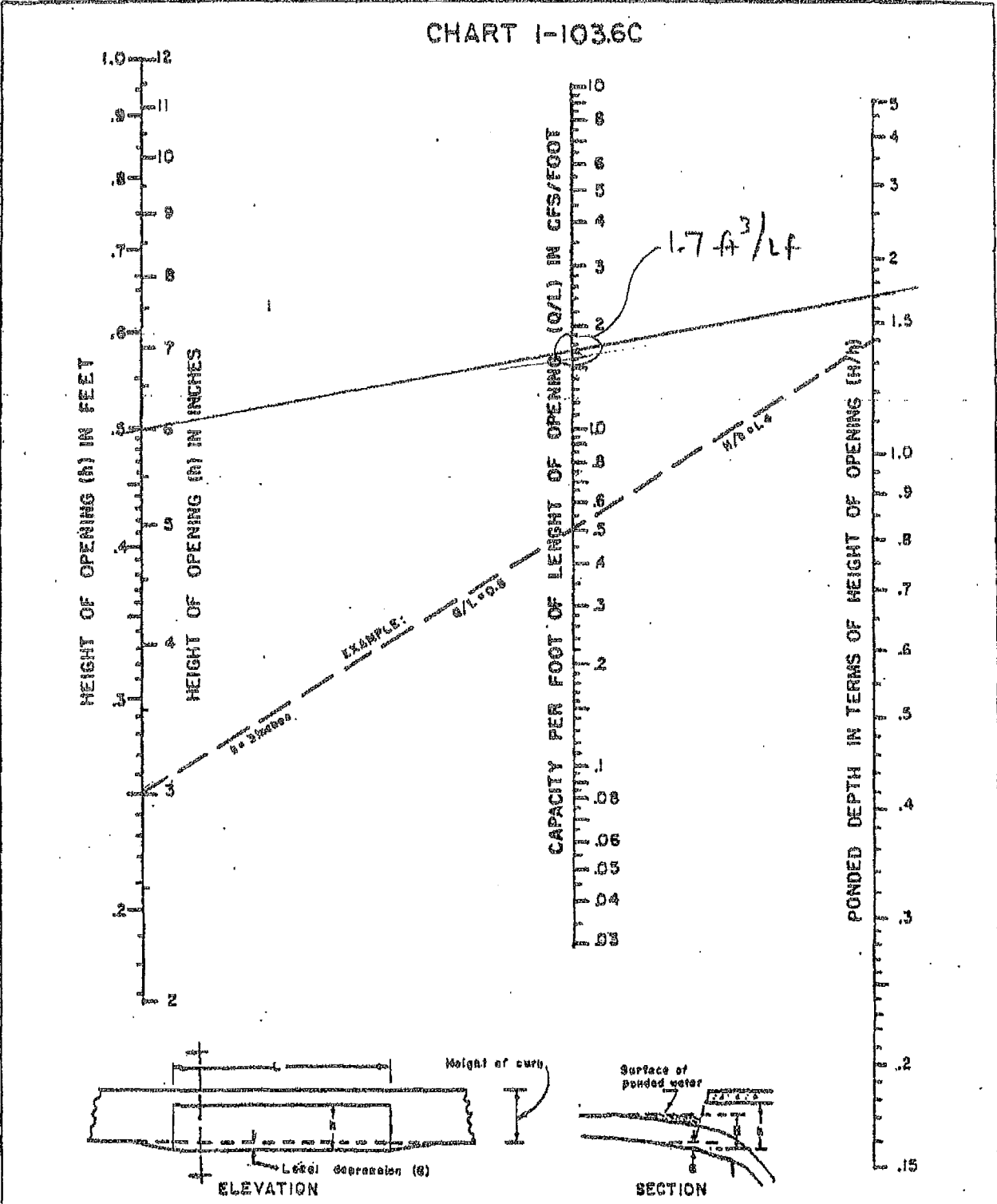
LEGEND

| | |
|-----------------------|---|
| SUBAREA NUMBER | 1 |
| SUBAREA AC | 8.2 |
| NODE NUMBER | 10 |
| NODE ELEVATION | 29.51 |
| NODE ELEVATION (PIPE) | *25.51 |
| FLOW DIRECTION |  |

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Figure 3
Curb Inlet Capacity Nomogram

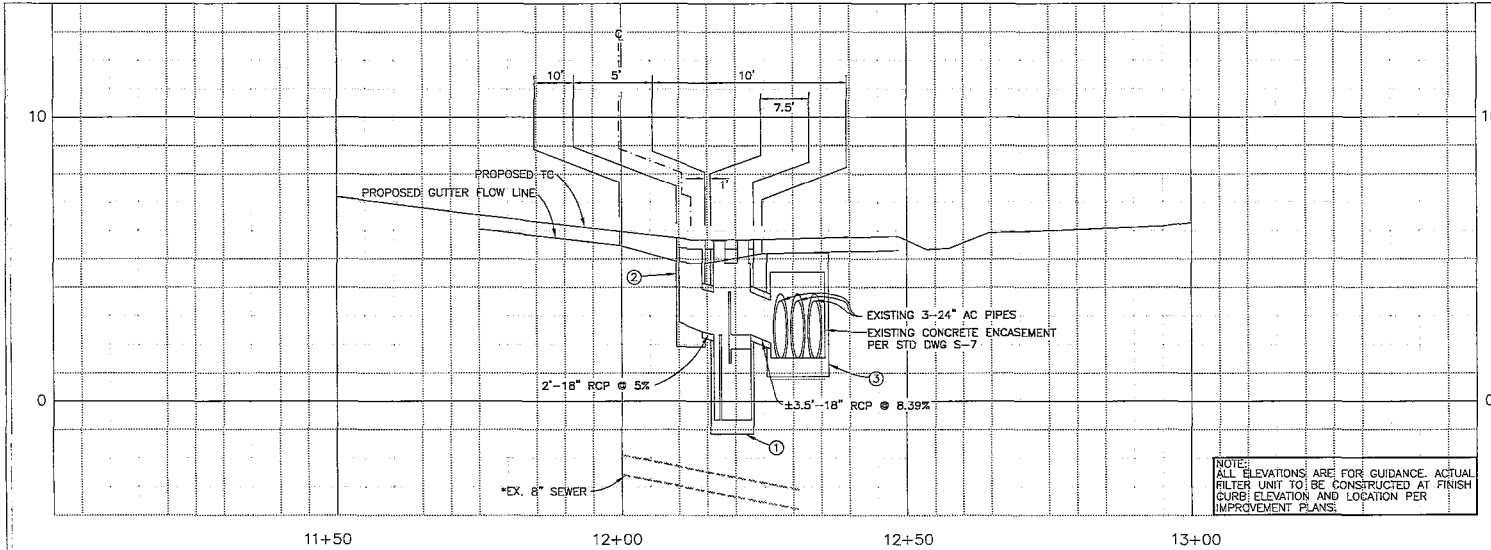
CHART I-103.6C



| | | |
|------|----------------------------------|----------|
| REV. | CITY OF SAN DIEGO - DESIGN GUIDE | SHT. NO. |
| | NOMOGRAM - CAPACITY, CURB | |
| | INLET AT SAG | |

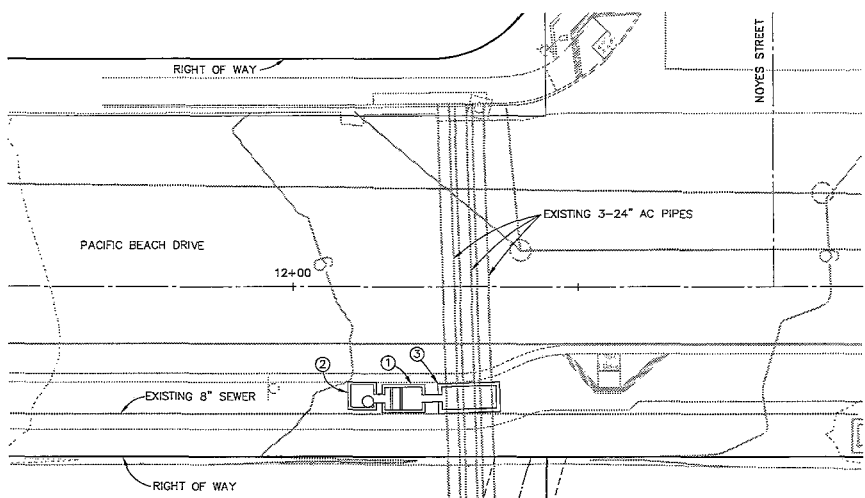
4" MIN OPENING, 10" PONDING HEIGHT, 6" OPENING, 6.8 CFS CAPACITY, 4" LOCAL DEPRESSION

Figure 4
Pacific Beach Drive Water Quality Plan

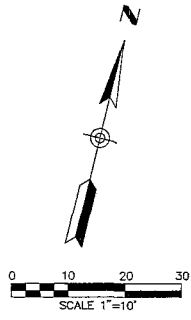


NOTES:
ALL ELEVATIONS ARE FOR GUIDANCE. ACTUAL FILTER UNIT TO BE CONSTRUCTED AT FINISH CURB ELEVATION AND LOCATION PER IMPROVEMENT PLANS.

PROFILE
SCALE: HORIZ. 1"=10', VERT. 1"=2'



PLAN: PACIFIC BEACH DRIVE



CONSTRUCTION NOTES

- ① CONSTRUCT NEW WATER POLISH-UP FLOW MEDIA FILTER UNIT (WP-4-6.5-72) PER IMPROVEMENT PLANS
- ② CONSTRUCT NEW TYPE B INLET PER SDD-116, V=3.26'. CENTERLINE OF OUTLET PIPE IS OFFSET BY 1.5' FROM INSIDE FACE OF SOUTH WALL. INLET IS TO BE STAMPED WITH THE PHRASE "NO DUMPING - 1 LIVE IN MISSION BAY." STYLE AND LETTERING IS TO BE PER THE SATISFACTION OF THE CITY ENGINEER
- ③ CONSTRUCT MODIFIED TYPE A CLEANOUT PER CITY OF SAN DIEGO STD DWG D-9

* INDICATES UTILITY LOCATION ASSUMED, CONTRACTOR TO VERIFY UTILITY LOCATION PRIOR TO CONSTRUCTION

NOTE:
ALL ELEVATIONS ARE BASED ON CURB DESIGN SHOWN ON SHEET 4 OF THE IMPROVEMENT PLANS. PRIOR TO STAKING AND CONSTRUCTION, CONTRACTOR TO VERIFY THAT ELEVATIONS ON THIS SHEET MATCH THE CURB DESIGN IMPROVEMENTS TO REMAIN, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.

| | | | |
|--|---------------------------|-----------------------------------|------------------|
| PACIFIC BEACH DRIVE WATER TREATMENT FACILITIES | | WBS_B-14020 | |
| CITY OF SAN DIEGO, CALIFORNIA DEVELOPMENT SERVICES DEPARTMENT SHEET XXX OF 10 SHEETS | | DAVID LI PROJECT MANAGER | |
| FOR CITY ENGINEER BRAD JOHNSON PRINT NAME | DATE 4/28/16 REV. # | MARC PIAZZINI PROJECT ENGINEER | |
| DESCRIPTION | BY | APPROVED | DATE FILMED |
| ORIGINAL | CHALG | | |
| | | | 00527 COORDINATE |
| | | | 1870-6256 |
| | | | CCS83 COORDINATE |
| CONTRACTOR | DATE STARTED | INSPECTOR | DATE COMPLETED |
| | | | 38263-X-D |

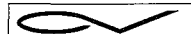
MICHAEL DAVID CAIRNS DATE

CVALDO CORPORATION
CIVIL ENGINEERING
4901 MORENA BOULEVARD, SUITE 1110
SAN DIEGO, CA 92117
(P) 858-866-0128

FIGURE 4

APPENDIX A

Q-BMP Calculations

NODE 170 TO 171

AREA: 0.63 ac

FLOW LENGTH: 256'

U/S ELEV: 29.51'

D/S ELEV: 21.09'

RUNOFF COEFFICIENT = 0.70
(TABLE 2, APPENDIX I-A)I = 0.2 in/hr (CITY OF SD
STORMWATER MANUAL
SECTION 4.4.4)

$$Q = CIA$$

$$Q_1 = 0.7(0.2)(0.63) = 0.09 \text{ CFS}$$

NODE 171 TO 160

AREA: 1.04 ac

L = 365'

U/S ELEV: 21.09'

D/S ELEV: 5.14'
(6" BELOW LP OF TC = 5.64)

APPENDIX I-A

$$C = 0.7(A_p) + 0.95(A_i) = 0.83/1.04$$

$A_p \uparrow$ $A_i \uparrow$ $A_T \uparrow$

$$C \approx 0.80$$

I = 0.2 in/hr (CITY OF SD STORMWATER
MANUAL SECTION 4.4.4)

$$Q = CIA$$

$$Q_2 = (0.80)(0.2)(1.04) = 0.17 \text{ CFS}$$

$$Q = Q_1 + Q_2 = 0.26 \text{ CFS}$$

NODE 180 TO 181

AREA: 0.13 ac

FLOW LENGTH: 159'

U/S ELEV: 9.89'

D/S ELEV: 9.09'

RUNOFF COEFFICIENT: 0.95
(APPENDIX I-A)I = 0.2 in/hr (CITY OF SD STORMWATER
MANUAL SECTION 4.4.4)

$$Q_1 = CIA = 0.95(0.2)(0.13) = 0.02 \text{ CFS}$$

NODE 181 TO 160

AREA: 0.23

C = 0.95 (APPENDIX I-A)

I = 0.2 (CITY OF SD STORMWATER MANUAL SECTION 4.4.4)

$$Q = CIA = 0.95(0.2)(0.23)$$

$$Q_2 = 0.04 \text{ CFS}$$

$$Q = Q_1 + Q_2 = 0.06$$

TOTAL FLOW TO BE TREATED, $0.26 + 0.06 = 0.32 \text{ CFS}$

APPENDIX B

BMP Maintenance and Operation Guidelines / Inspection and Maintenance Log

OPERATION & MAINTENANCE

Maintenance Summary –

- Clean separation chambers as needed based on local loading conditions.
- Evaluate and replace hydrocarbon media booms (BioSorb, or approved equal) as needed.
- Evaluate and replace up flow filter media (BioMediaGREEN, or approved equal) as needed.

Notes:

- Loading varies at every location due to variations in pollutant and flow volumes.
- Maintenance typically occurs before and after the rainy season.
- Filter media and replacement parts can be provided by Bio Clean Environmental Services, Inc, or approved equal.

Operation –

A. Maintenance can be provided by the Supplier, or a Supplier approved contractor. The cost of this service varies among providers.

B. The Bio Clean Water Polisher, or approved equal is a multi-stage, self-contained treatment train. Each stage protects subsequent stages from clogging. These stages include: separation and upflow filtration. It is recommended that the system be inspected every **6 months** to evaluate its condition. The first year of inspection and maintenance can be used to predict maintenance requirements for subsequent years.

1. **Separation** - is provided by a settling chamber and oil skimmer (with sorbent booms). This chamber has a capacity of several cubic yards depending on the model number. This chamber targets sediments, debris, particulate metals and particulate nutrients. This chamber protects the subsequent upflow filtration stage from premature clogging. **It is recommended that maintenance is performed when sediment in the first chamber is 75% full and the secondary sediment chamber**

has accumulation of 1 foot. This procedure can be performed with a standard vacuum truck. *This procedure takes approximately 20-60 minutes depending on size of the system.*

2. **Upflow Filtration** - is provided by an up flow filter utilizing BioMediaGREEN, or approved equal. The surface area varies depending on the model number. This upflow filter and the revolutionary BioMediaGREEN media, or approved equal targets fine TSS, dissolved metals, nutrients, and bacteria. **It is recommended that the upflow filter and its media has become 75% clogged.** Media life depends on local loading conditions and can easily be replaced and disposed of without any equipment. *Replacement of media takes approximately 30-90 minutes depending on the size of the system.*

The Water Polisher's separation chamber and up flow filter are designed to allow for the use of vacuum removal of captured materials in the sediment chamber. The chamber is serviceable by centrifugal compressor vacuum units without causing damage to the filter or during normal cleaning and maintenance. Filters can be cleaned and vacuumed from the standard manhole access or at grade. Filter cartridges do not need to be removed to replace media. Top of up flow filter cages is hinged. Cage can be opened by hand by retracting slide locks and pulling up doors to gain access to the media.

Maintenance Procedures:

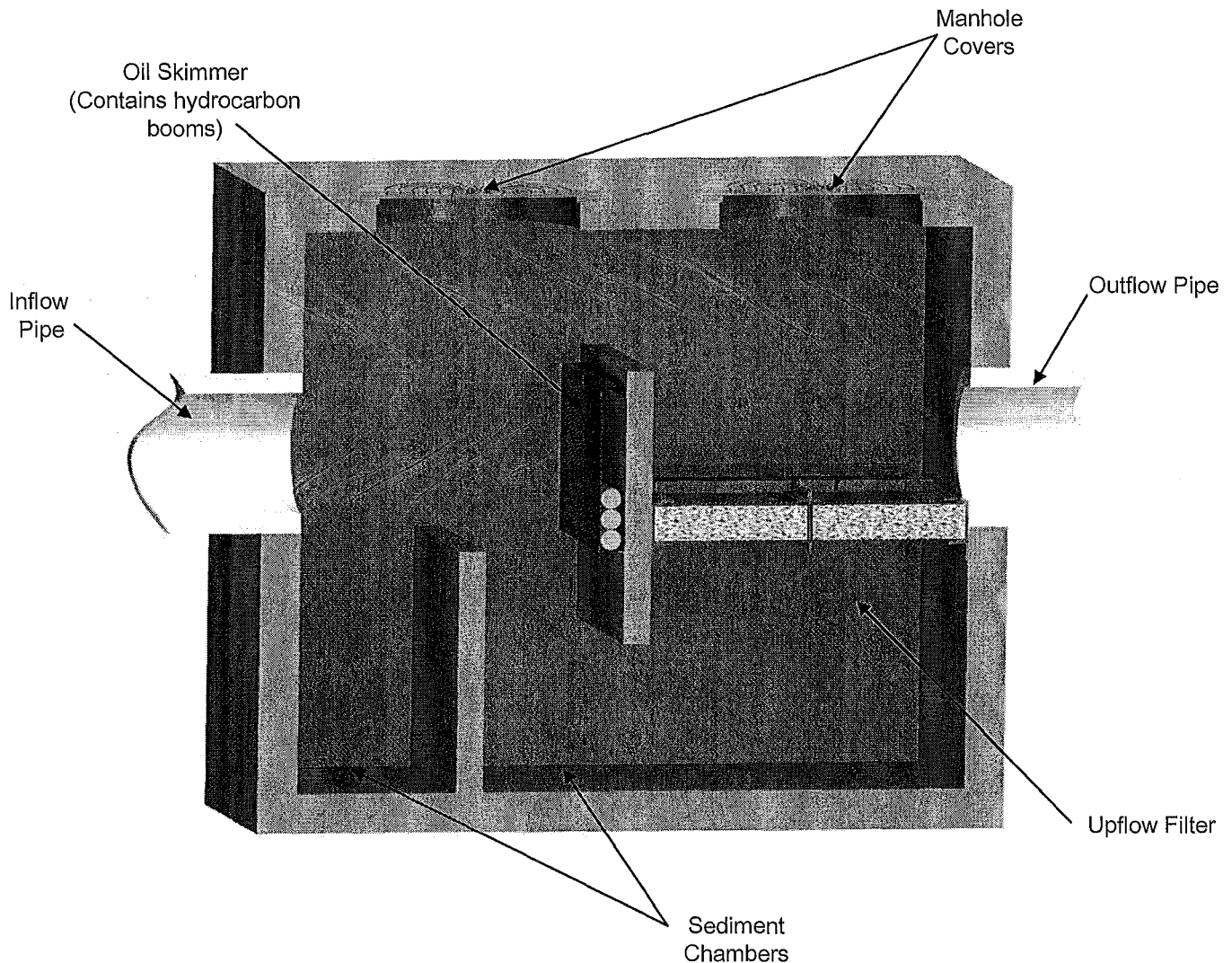
1. It is recommended that the **separation chamber and oil skimmer** be inspected annually and cleaned when needed depending on loading. The procedure is easily done with the use of any standard vacuum truck.
 - Remove all manhole covers (or open hatches) to gain access to the separation chamber.
 - Use a vacuum truck hose and insert into the manhole or hatch opening. Lower the vacuum hose into the sediment chamber. Begin vacuuming out accumulated sediments and standing water until the chamber is empty. A pressure washer may be needed to assist with removing sediments that are compacted or stuck to the walls and floor of the separation chamber.

- Remove hydrocarbon booms from oil skimmer and replace if needed.
- Once the chamber is cleaned remove vacuum hose.
- Remove vacuum hose and replace manhole covers or hatch doors.
- Where possible the maintenance should be performed from the ground surface.
- Note: entry into an underground stormwater vault such as an inlet vault requires certification of confined space training.
- Transport all debris, trash, organics and sediments to approved facility for disposal in accordance with local and state requirements.

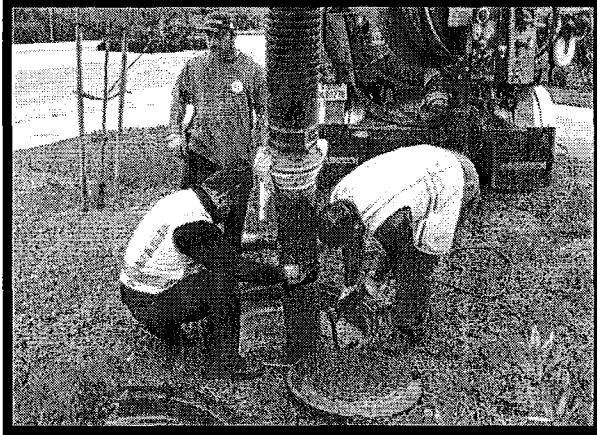
2. It is recommended that the **upflow filter** media be inspected annually and cleaned when needed depending on loading. The procedure will require prior maintenance of separation chambers and screening basket.

- Remove all manhole covers (or open hatches) to gain access to the separation chambers.
- Enter the manhole closest to the outflow pipe. Always use appropriate safety gear and procedures and follow local regulations.
- Open top doors of the up flow media filter cage. The latches slide back to open doors and gain access to media (BioMediaGREEN, or approved equal).
- Remove media either by hand or lift them into vertical position and use a vacuum truck hose to remove the media. No heavy equipment is necessary to remove or install new media.
- Once all the media is removed use a pressure sprayer to wash of any accumulated debris on the screen of the media cage.
- Install BioMediaGREEN, or approved equal and compact.
- Close doors of media filter cage and slide latches into place.
- Exit the vault.
- Note: entry into an underground stormwater vault such as an inlet vault requires certification of confined space training.
- Transport all debris, trash, organics and sediments to approved facility for disposal in accordance with local and state requirements.

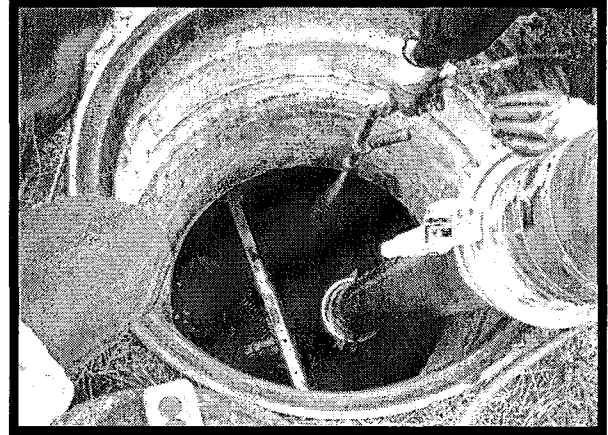
3. Following maintenance and/or inspection, the maintenance operator shall prepare a maintenance/inspection record. The record shall include any maintenance activities performed, amount and description of debris collected, and condition of the system and its various filter mechanism.
4. The owner shall retain the maintenance/inspection record for a minimum of five years from the date of maintenance. These records shall be made available to the governing municipality for inspection upon request at any time.
5. Transport all debris, trash, organics and sediments to approved facility for disposal in accordance with local and state requirements.



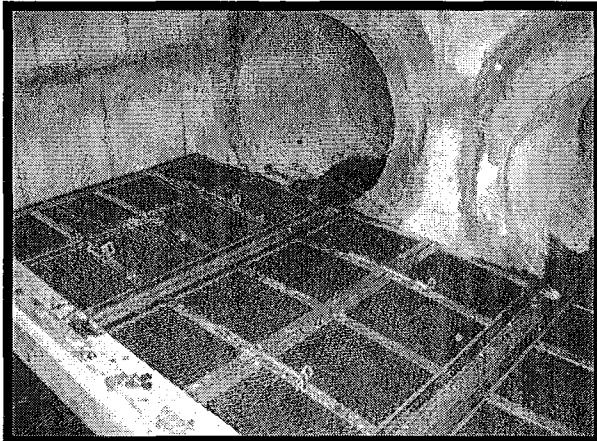
Maintenance Sequence



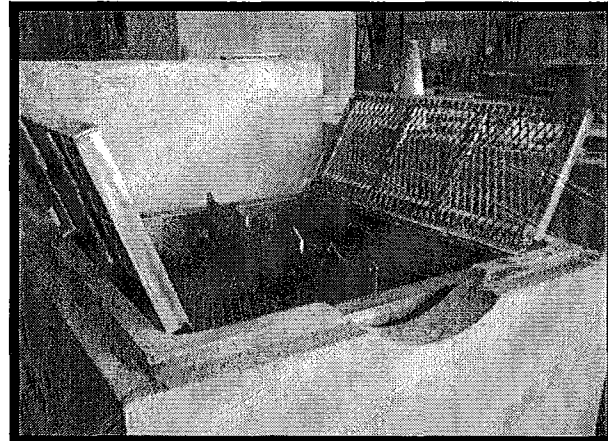
Remove Access Hatches and Inspect Sediment Accumulation in the First Chamber.



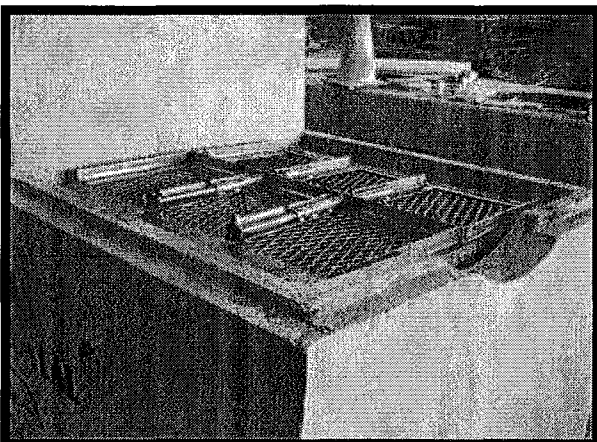
Insert Vacuum Hose in the Sediment Chamber on the Influent End of the System and Vacuum at all Sediment and Standing Water.



Assess the Condition of the Media in the Up Flow Filter. Remove Old Media When Necessary.



To Replace Media Top of Cage Hinges Open for Unimpeded Access. Vac Truck Can Be Used.



**For Maintenance Services or
Replacement Media Please
Contact Us At:**

760-433-7640

info@biocleanenvironmental.com



Inspection and Maintenance Report Bio Clean Water Polisher

Project Name _____

Project Address _____ (city) (Zip Code)

Owner / Management Company _____

Contact _____ Phone () -

Inspector Name _____ Date ____ / ____ / ____ Time _____ AM / PM

Type of Inspection Routine Follow Up Complaint Storm Storm Event in Last 72-hours? No Yes

Weather Condition _____ Additional Notes _____

| |
|---|
| For Office Use Only |
| (Reviewed By) |
| (Date) Office personnel to complete section to the left. |

| Site Map # | GPS Coordinates of Vault | Model # | Sediment Accumulation - Chamber 1 (lbs) | Condition of Upflow Media 25/50/75/100 (will be changed @ 75%) | Structural Notes | Operational Per Manufactures' Specifications (If not, why?) |
|------------|---------------------------|---------|---|--|------------------|---|
| | Lat: _____ Long: _____ | | | | | |
| | Lat: _____ Long: _____ | | | | | |
| | Lat: _____ Long: _____ | | | | | |

Comments: _____

APPENDIX C

Water Polisher Brochure

AN UP FLOW MEDIA FILTER

Water Polisher (WP)

PROVEN STORMWATER TREATMENT TECHNOLOGY



Overview

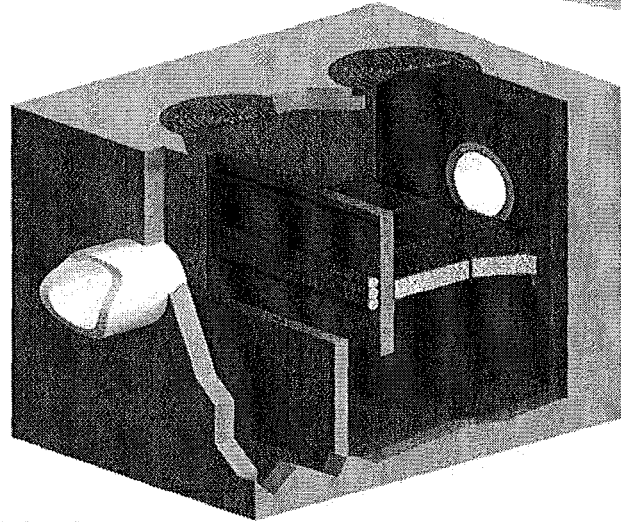
The Bio Clean Water Polisher is an advanced stormwater treatment system utilizing an up flow media filter with built-in pre-treatment.

The patented design provides double chambered separation to remove large to fine sediments from stormwater runoff. This configuration prevents clogging challenges found with downward flow media filters.

The Water Polisher also includes an oil skimmer containing hydrocarbon booms to capture and permanently retain oils & grease. The design of the skimmer allows the booms to float up and down with the changing water level for enhanced performance.

The up flow filter is constructed of 100% high grade stainless steel for superior durability & longevity, and our technology is backed by a 8 year unlimited warranty.

The Bio Clean Water Polisher is a favored solution nationwide among civil engineers, municipalities, and developers for its simple media replacement procedures and internal bypass mechanism.



Advantages

- Dual-Stage Treatment (Separation & Media Filtration)
- 2 Chambered Separation for Pre-Treatment
- Up Flow Technology Minimizes Maintenance
- Minimal Fall Requirements
- Easily Installed Online (Internal Bypass)

Performance

- 85% Removal of TSS (S11-Co-S11 106)
- 70% Removal of Phosphorus
- 99% Removal of Oils & Grease
- 72% - 98% Removal of Copper, Lead & Zinc
- 68% Removal of Bacteria (Fecal Coliform)

Specifications

| Model Number | Treatment Capacity (cfs) | Sediment Storage Capacity (cf) |
|--------------|--------------------------|--------------------------------|
| WP-2.5-4-60 | 0.12 | 8.37 |
| WP-3-6-72 | 0.22 | 25.74 |
| WP-4-6.5-72 | 0.34 | 27.74 |
| WP-4-8-84 | 0.39 | 47.76 |
| WP-5-10.5-84 | 0.60 | 72.20 |
| WP-8-8-96 | 0.77 | 90.76 |
| WP-6-12-84 | 0.94 | 95.64 |
| WP-8-10-96 | 1.06 | 118.52 |
| WP-8-12-96 | 1.25 | 161.80 |
| WP-8-14-96 | 1.45 | 209.32 |

Based on 18" Driving Head

Sediment Chambers

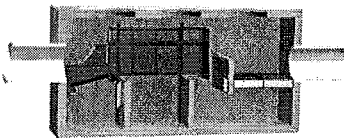


AN UP FLOW MEDIA FILTER WITH ENHANCED PRE-TREATMENT *Nutrient Separating Baffle Box - Water Polisher (NSBB-WP)*

PROVEN STORMWATER TREATMENT TECHNOLOGY

Self-Contained Treatment Train

The Water Polisher (WP) is also available with the Nutrient Separating Baffle Box (NSBB) to deliver superior pre-treatment by providing three-chambered hydrodynamic separation and advanced pre-screening for enhanced overall performance and longevity.

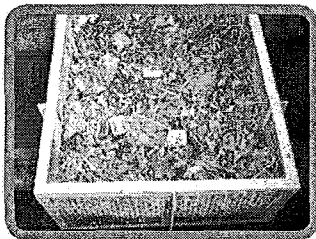


The patented* pre-screening system captures and stores trash and debris in a dry state for easy maintenance and enhanced pollutant removal performance.

* Patented by Suntree Technologies. Bio Clean Environmental Services, Inc. is an authorized distributor in the western U.S.

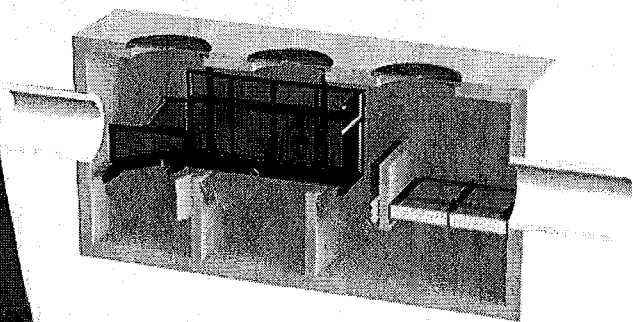
Comparison Results

Bio Clean NSBB-WP

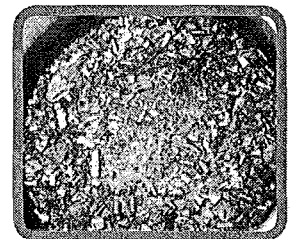


Stores trash, debris & organics in screening system separated from water below to prevent nutrient leaching, bad odors and bacteria growth.

- Shallow Profile Minimizes Maintenance Cost
- Less Shoring
- Single Structure

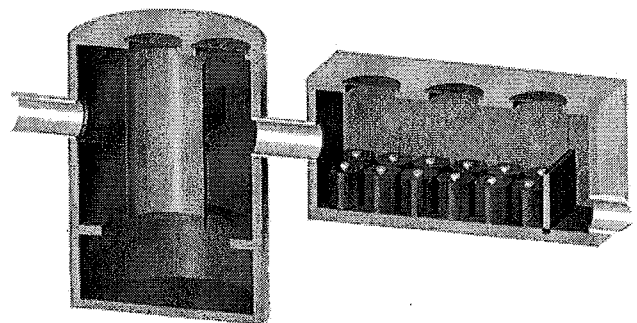


Other Treatment Trains



Trash, debris & organics are captured and stored in standing water which leads to nutrient leaching, bad odors and bacteria growth.

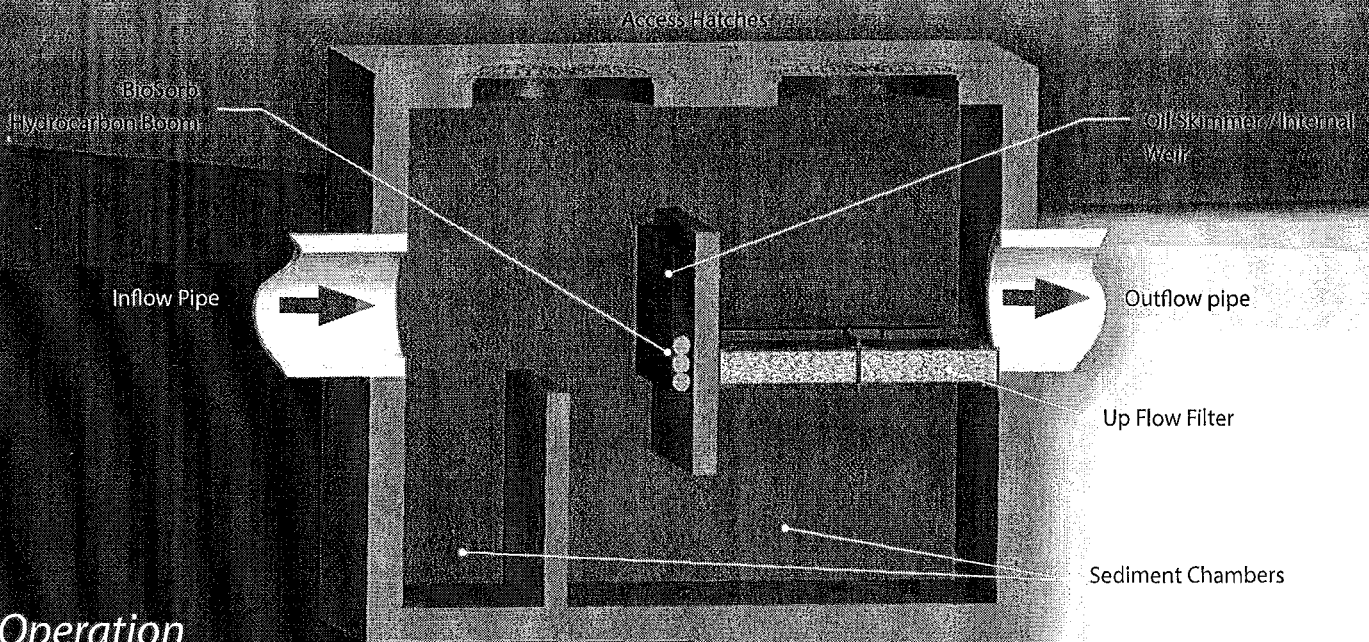
- Two Structures Required
- High Excavation Cost
- Extra Shoring
- Challenge with Shallow Ground Water



2972 San Luis Rey Rd
Oceanside, CA 92058
p 760.433.7640 f 760.433.3176

www.BioCleanEnvironmental.com

AN UP FLOW MEDIA FILTER *Water Polisher (WP)*

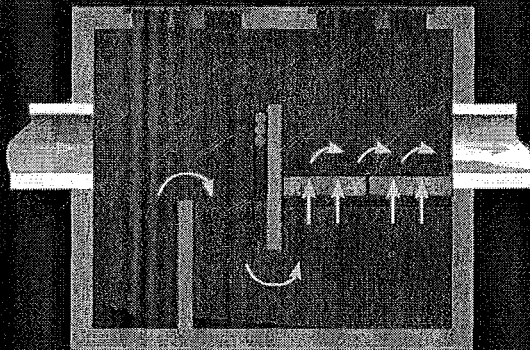


Operation

- **Sediment Chambers** – Maximizes TSS removal and eliminates scouring during high flow conditions.
- **Oil Skimmer & Booms** - Collects hydrocarbons and controls flow velocity to improve up flow filter performance.

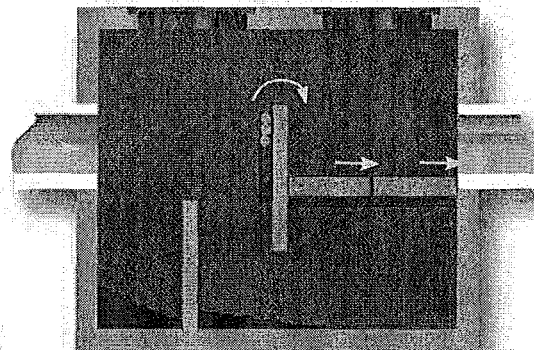
- **Up Flow Filter** - Removes fine TSS, metals, nutrients and bacteria with an advanced sorptive media filtration bed.
- **Internal Bypass Weir** - Allows for high flow bypass around the up flow filter for online installations.

Treatment



As water enters the system, head pressure is built-up behind the Internal weir to generate the force needed to operate the up flow filter. As water enters the system it passes over the first separation chamber to remove sediment. As water passes to the second separation chamber it encounters an oil skimmer which removes hydrocarbons before water is forced downward into the up flow filter chamber. As water rises up it is forced through the media filtration bed before exiting the system.

Bypass



Once the flow into the system exceeds the capacity of the up flow filter, the water level rises until it crests over the top of the internal weir. At this point higher flows are able to bypass the up flow filter and migrate directly to the out flow pipe. This internal bypass allows the system to be placed online. The standard height of the internal weir is 18", yet customized heights are available depending on the hydraulic limitations of your project.

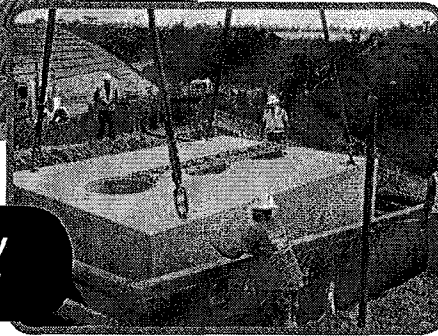
**POST-DETECTION
TREATMENT**



Built-In Diversion Eliminates the Need for Diversion Structures

Application

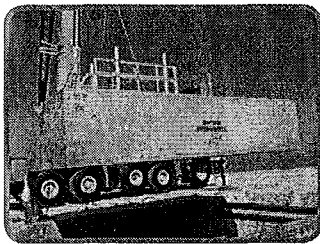
- Commercial
- Residential
- Retrofit
- Post-treatment for:
 - Reuse Systems
 - Detention Basins
 - Wet Ponds
 - Underground Storage



San Diego, CA

**RETROFIT & NEW
CONSTRUCTION**

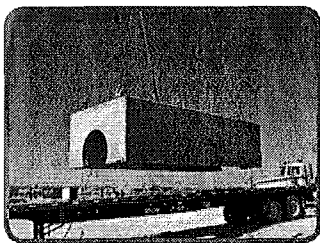
Installation



Low Pick Weights
Delivered in a top & bottom to minimize weight



1 Hour Set Time
Internal components are installed prior to delivery



Minimal Excavation
Bottom of structure less than 3.5 ft. from invert of pipe

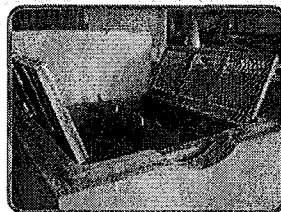
Maintenance



• Cleaning can be accessed through manholes or hatches above ground with a vac truck



• Separating pollutants minimizes cost, as sediment and hydrocarbons are removed prior to entering the up flow filter chamber



• Up Flow Filter - designed with easy to open access doors for quick media replacement. Spent media can be removed with a vac truck and replaced by hand. No removal of expensive and heavy cartridges

DESIGNED FOR USE WITH STANDARD VACUUM TRUCKS

ATTACHMENT F
INTENTIONALLY LEFT BLANK

ATTACHMENT G

CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and CREST EQUIPMENT, INC., herein called "Contractor" for construction of **Pacific Beach Dr. – Crown Pt/Olney Sidewalk**; Bid No. **L-16-1438-DBB-2**; in the amount of TWO HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED AND FORTY TWO DOLLARS AND FIFTY CENTS (\$239,742.50), which is comprised of the Base Bid alone.

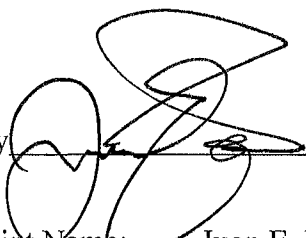
IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Pacific Beach Dr - Crown Pt/Olney Sidewalk**, on file in the office of the Public Works Department as Document No. **B-14020**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Pacific Beach Dr - Crown Pt/Olney Sidewalk**, Bid Number **L-16-1438-DBB-2**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT AGREEMENT (continued)

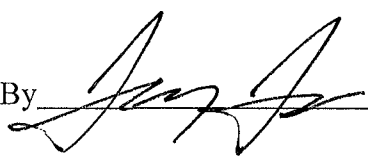
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

By  _____
Print Name: Juan E. Espindola
Contract Specialist
Public Works Department


Date: 5/20/16

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney
By  _____
Print Name: Jeremy Jung
Deputy City Attorney

Date: 5.23.16

CONTRACTOR

By  _____
Print Name: Wendy Bello

Title: President

Date: 4.26.16

City of San Diego License No.: B 2003025367

State Contractor's License No.: 892791

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____
1000065405

CERTIFICATIONS AND FORMS

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

Bidder's General Information

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

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

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

AFFIDAVIT OF DISPOSAL

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

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

(Name of Project or Task)

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

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

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

Dated this _____ DAY OF _____, _____.

Contractor

by

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

ELECTRONICALLY SUBMITTED FORMS

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

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

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

- B. CONTRACTOR’S CERTIFICATION OF PENDING
ACTIONS**

- C. EQUAL BENEFITS ORDINANCE - CERTIFICATION
OF COMPLIANCE**

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

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

| DATE OF CLAIM | LOCATION | DESCRIPTION OF CLAIM | LITIGATION (Y/N) | STATUS | RESOLUTION/REMEDIAL ACTION TAKEN |
|---------------|----------|----------------------|------------------|--------|----------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Contractor Name: _____

Certified By _____ Title _____

Name

_____ Date _____

Signature

USE ADDITIONAL FORMS AS NECESSARY

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM

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

COMPANY INFORMATION

| | |
|------------------|----------------|
| Company Name: | Contact Name: |
| Company Address: | Contact Phone: |
| | Contact Email: |

CONTRACT INFORMATION

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

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

| | | |
|-------------------------|-----------|------|
| Name/Title of Signatory | Signature | Date |
|-------------------------|-----------|------|

FOR OFFICIAL CITY USE ONLY

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

(Rev 02/15/2011)

Bid Results for Project Pacific Beach Dr - Crown Pt/Olney Sidewalk (L-16-1438-DBB-2)

Issued on 03/09/2016

Bid Due on April 12, 2016 1:30 PM (Pacific)

Exported on 04/13/2016

| VendorID | Company Name | Address | City | ZipCode | Country | Contact | Phone | Fax | Email | Vendor Type |
|----------|---------------------|------------------|----------|---------|---------------|-------------|--------------|--------------|---------------------|---|
| 287015 | Crest Equipment Inc | 161 Scottford Dr | El Cajon | 92021 | United States | Wendi Bello | 619-444-5061 | 619-447-6540 | Bello@sbcglobal.net | CAU,ELBE,FEM,MBE,PQUAL,SDB,WBE,WOSB,Local |

| Respondee | Respondee Title | Respondee Phone | Respondee Email |
|-------------|-----------------|-----------------|---------------------|
| Wendi Bello | President | 619-444-5061 | bello@sbcglobal.net |

| Bid Format | Submitted Date | Status | Confirmation # | Ranking |
|------------|--------------------------------------|-----------|----------------|---------|
| Electronic | April 12, 2016 12:14:51 PM (Pacific) | Submitted | 77520 | 0 |

| Attachments | | |
|----------------------|---|---------------------|
| File Title | File Name | File Type |
| Pacific Beach DR CCP | Pacific Beach DR Contractors Cert Pending Actions.pdf | General Attachments |
| Pacific Beach DR EBO | Pacific Beach DR Equal Benefits.pdf | General Attachments |
| Pacific Beach Bond | Pacific Beach Dr Bond.pdf | General Attachments |

| Line Items | | | | | | | |
|------------|----------|-----------|---|-----------------|----------|-------------|-------------|
| Item Num | Section | Item Code | Description | Unit of Measure | Quantity | Unit Price | Line Total |
| 1 | Main Bid | 524126 | Bonds (Payment and Performance) | LS | 1 | \$6,900.00 | \$6,900.00 |
| 2 | Main Bid | 541330 | Traffic Control Design (Working Drawings) | LS | 1 | \$2,500.00 | \$2,500.00 |
| 3 | Main Bid | 237310 | Traffic Control | LS | 1 | \$4,500.00 | \$4,500.00 |
| 4 | Main Bid | 238210 | Relocate Existing Traffic Sign on Post | EA | 3 | \$350.00 | \$1,050.00 |
| 5 | Main Bid | | Field Orders - Type II | AL | 1 | \$18,500.00 | \$18,500.00 |
| 6 | Main Bid | 238910 | Clearing & Grubbing | LS | 1 | \$9,800.00 | \$9,800.00 |
| 7 | Main Bid | 238910 | Large Tree Removal | EA | 1 | \$3,200.00 | \$3,200.00 |
| 8 | Main Bid | 237310 | Adjusting Existing Gate Valve Cover to Grade | EA | 3 | \$250.00 | \$750.00 |
| 9 | Main Bid | 237310 | Adjusting Existing Manhole Frame & Cover to Grade | EA | 2 | \$500.00 | \$1,000.00 |
| 10 | Main Bid | 237310 | Class II Aggregate Base | CY | 10 | \$45.00 | \$450.00 |
| 11 | Main Bid | 237310 | Cold Mill AC Pavement (> 1 1/2 - 3") | SF | 415 | \$0.55 | \$228.25 |
| 12 | Main Bid | 237310 | Cold Mill AC Pavement (>3") | SF | 1215 | \$0.55 | \$668.25 |
| 13 | Main Bid | 237310 | AC Dike - Type A | LF | 4 | \$100.00 | \$400.00 |
| 14 | Main Bid | 237310 | Asphalt Concrete Pavement (4") | TON | 39 | \$165.00 | \$6,435.00 |
| 15 | Main Bid | 237310 | Asphalt Concrete Pavement (8") | TON | 500 | \$110.00 | \$55,000.00 |

| | | | | | | | | |
|----|----------|--------|---|----|------|-------------|-----------------|---------------------|
| 16 | Main Bid | 237110 | Curb Inlet Type B | EA | 1 | \$4,800.00 | \$4,800.00 | |
| 17 | Main Bid | 237110 | Clean Out Type A Modified | EA | 1 | \$7,200.00 | \$7,200.00 | |
| 18 | Main Bid | 237310 | 8" Monolithic Curb | LF | 20 | \$18.00 | \$360.00 | |
| 19 | Main Bid | 237310 | Curb & Gutter (6 Inch Curb, Type G) | LF | 782 | \$28.00 | \$21,896.00 | |
| 20 | Main Bid | 237310 | Sidewalk | SF | 6330 | \$4.75 | \$30,067.50 | |
| 21 | Main Bid | 237310 | Cross Gutter | SF | 350 | \$6.75 | \$2,362.50 | |
| 22 | Main Bid | 237310 | Concrete Driveway Wing | SF | 25 | \$10.00 | \$250.00 | |
| 23 | Main Bid | 237310 | Curb Ramp Type A with Replaceable Detectable Warning Tiles | EA | 1 | \$2,675.00 | \$2,675.00 | |
| 24 | Main Bid | 237310 | Curb Ramp Type B with Replaceable Detectable Warning Tiles | EA | 3 | \$2,150.00 | \$6,450.00 | |
| 25 | Main Bid | 237310 | Curb Ramp Type C-2 Modified with Replaceable Detectable Warning Tiles | EA | 2 | \$2,500.00 | \$5,000.00 | |
| 26 | Main Bid | 237310 | Pedestrian Protective Hand Rail | LF | 7 | \$200.00 | \$1,400.00 | |
| 27 | Main Bid | 237110 | 18-Inch RCP Storm Drain | LF | 6 | \$200.00 | \$1,200.00 | |
| 28 | Main Bid | 237110 | Adjust Existing Water Meter to Grade | EA | 2 | \$100.00 | \$200.00 | |
| 29 | Main Bid | 238210 | Install Traffic Sign On Post | EA | 3 | \$350.00 | \$1,050.00 | |
| 30 | Main Bid | 238210 | Remove & Relocate Existing Street Light | EA | 2 | \$2,000.00 | \$4,000.00 | |
| 31 | Main Bid | 561730 | Remove and Relocate Irrigation System | LS | 1 | \$2,250.00 | \$2,250.00 | |
| 32 | Main Bid | 541370 | Survey Monuments | EA | 1 | \$500.00 | \$500.00 | |
| 33 | Main Bid | 237310 | Signing, Striping and Pavement Markings | LS | 1 | \$2,800.00 | \$2,800.00 | |
| 34 | Main Bid | 237310 | Thermoplastic Striping, Crosswalks, Arrows, and Markings | LS | 1 | \$2,500.00 | \$2,500.00 | |
| 35 | Main Bid | 237310 | Storm Water Treatment Device (Water Polisher WP-4-65-72) | EA | 1 | \$25,000.00 | \$25,000.00 | |
| 36 | Main Bid | 541330 | Water Pollution Control Program Development | LS | 1 | \$1,600.00 | \$1,600.00 | |
| 37 | Main Bid | 237310 | Water Pollution Control Program Implementation | LS | 1 | \$4,800.00 | \$4,800.00 | |
| | | | | | | | Subtotal | \$239,742.50 |
| | | | | | | | Total | \$239,742.50 |

| Subcontractors | | | | | | | | |
|------------------------|---------------|-------------|------------|------------|-----------------|-----------|---------|---------------|
| Name | Description | License Num | Amount | Type | Address | City | ZipCode | Country |
| Statewide Stripes Inc. | Striping | 788286 | \$5,631.65 | AU,MALE,DB | PO Box 600710 | San Diego | 92160 | United States |
| Perry Electric | Street Lights | 747931 | \$3,800.00 | | P.O. Box 710310 | Santee | 92072 | United States |
| McGrath Consulting | WPCP | 20194 | \$500.00 | ELBE,SDB | PO BOX 2488 | El Cajon | 92021 | United States |

| |
|-------------------------------|
| Prime Self-Performance |
| 95.85 |

BID BOND

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

Bond No. CDGB104620

KNOW ALL MEN BY THESE PRESENTS,

That Crest Equipment, Inc. as Principal, and
State National Insurance Company, Inc. Administered By: Contractor Managing General Insurance Agency, Inc. as Surety, are

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
* Ten Percent of the Greatest Amount Bid (10 % of G. A. B.)

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

Pacific Beach Dr - Crown Pt/Olney Sidewalk

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 25th day of March, 2016

Crest Equipment, Inc. (SEAL)
(Principal)

State National Insurance Company, Inc.
Administered By: Contractor Managing
General Insurance Agency, Inc. (SEAL)

By: Ulend Belo
(Signature)

(Surety)
By: Stéphanie Hope Shear
Attorney-in-Fact
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**20335 Ventura Blvd., Suite 426 Woodland Hills CA 91364

Bond No: CDGB104620

State National Insurance Company, Inc. Administered by:
CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.

Premium: \$0.00

POWER OF ATTORNEY

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

Stephanie Hope Shear
(individually, jointly, or severally)

its true and lawful agent and attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds in an amount not to exceed:
Three Million and 00/100 Dollars (\$3,000,000)

and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The acknowledgement and execution of bond by said Attorney-in-Fact, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

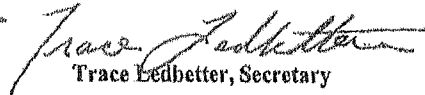
RESOLVED that the signature and date of any authorized officer and the seal of the Company may be affixed by facsimile or other electronic image to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature, date, and seal when so used shall have the same force and effect as though manually affixed.

This Power of Attorney shall remain in full force and effect until revoked by STATE NATIONAL INSURANCE COMPANY, INC. in a signed writing delivered to the foregoing Attorney-in-Fact.

IN WITNESS WHEREOF, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7th day of August, 2015.

STATE NATIONAL INSURANCE COMPANY, INC.


Terry L. Ledbetter, President

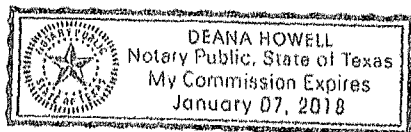

Trace Ledbetter, Secretary

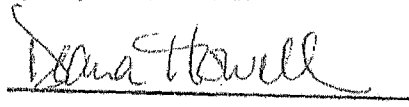
STATE OF TEXAS
County of Tarrant

On this 7th day of August, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.

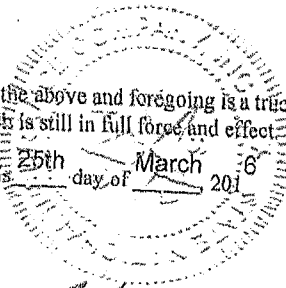
[Notary Stamp]





Signature of Notary

I, the undersigned, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto systematically set my hand and attested the seal of said Company this




Trace Ledbetter, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

On MAR 25 2016 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

| DATE OF CLAIM | LOCATION | DESCRIPTION OF CLAIM | LITIGATION (Y/N) | STATUS | RESOLUTION/REMEDIAL ACTION TAKEN |
|---------------|----------|----------------------|------------------|--------|----------------------------------|
| NONE | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Contractor Name: Crest Equipment Inc

Certified By Wendi Belio Title Pres

Name

Wend Belio Date 3/28/16

Signature

USE ADDITIONAL FORMS AS NECESSARY

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM

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

COMPANY INFORMATION

| | |
|---|---|
| Company Name: <u>Crest Equipment Inc</u> | Contact Name: <u>Wendi Belio</u> |
| Company Address: <u>161 Scottford Dr El Cajon, CA 92021</u> | Contact Phone: <u>619 444-5061</u> |
| | Contact Email: <u>belio@sbcglobal.net</u> |

CONTRACT INFORMATION

| | |
|---|-------------|
| Contract Title: <u>Pacific Beach Dr-Crown/Pt/Olney Sidewalk</u> | Start Date: |
| Contract Number (if no number, state location): <u>L-16-1438-DBB2</u> | End Date: |

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

| | | |
|-------------------------|--------------------|----------------|
| <u>Wendi Belio</u> | <u>Wendi Belio</u> | <u>3/28/16</u> |
| Name/Title of Signatory | Signature | Date |

FOR OFFICIAL CITY USE ONLY

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

(Rev 02/15/2011)