

City of San Diego

CONTRACTOR'S NAME: Wier Construction Corp.
ADDRESS: 16884 Old Survey Road, Escondido, CA 92025
TELEPHONE NO.: 760-743-6776 FAX NO.: 760-746-5224
CITY CONTACT: Rosa Riego, Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633
A.Sleiman/AJaro/egz

BIDDING DOCUMENTS



FOR

ORIGINAL

Phase II Palm Avenue Roadway Improvements from West of Beyer Way to East of Beyer Way

BID NO.: K-16-1413-DBB-3
SAP NO. (WBS/IO/CC): S-00913
CLIENT DEPARTMENT: 1108
COUNCIL DISTRICT: 8
PROJECT TYPE: ID

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:


- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2))
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

2:00 PM
APRIL 21, 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 Engineers:

Sarmad Farjo 
1) Registered Engineer

3/9/2016
Date

Seal:



Brad Johnson
2) For City Engineer

3/9/16
Date

Seal

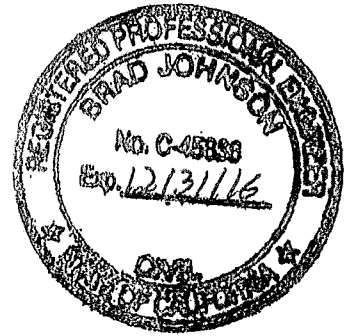


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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for improvements to include road widening, curb and gutter, sidewalk, curb ramps, driveways, bus pad, retaining walls, modify raised median, storm drain, new pavement, traffic signal modification and striping and signage. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This contract may only be bid by Contractors on the City's approved Prequalified Contractor's List (see Notice Inviting Bids, Prequalification of Contractors), regardless of the status for SLBE-ELBE qualification(s) For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$998,000**.
4. **BID DUE DATE AND TIME ARE: APRIL 21, 2016 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: A
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

| | | |
|----|-------------------------------|--------------|
| 1. | SLBE participation | 12.7% |
| 2. | ELBE participation | 20.7% |
| 3. | Total mandatory participation | 33.4% |
 - 7.2. The Bid may be declared **non-responsive** if the Bidder fails the following mandatory conditions:
 - 7.2.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
 - 7.2.2. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

7. PRE-BID MEETING:

7.1. 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 30, 2016
Time: 10:00 AM
Location: 1010 Second Avenue Suite 1400, San Diego, CA 92101
(Medium Conference Room)

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.

8. AWARD PROCESS:

8.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.

8.2. Upon acceptance of 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.

8.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.

8.4. The low Bid will be determined by Base Bid alone.

8.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone.

9. SUBMISSION OF QUESTIONS:

9.1. The Director (or designee), of 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: Rosa Riego

OR:

RRiego@sandiego.gov

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

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, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. **BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
 - 2.7.1. **Important Note:** Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. **ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** : To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed 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

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:

Wier Construction Corporation _____, a corporation, as principal, and
 SureTec Insurance Company _____, a corporation authorized to do
 business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
 jointly and severally, to The City of San Diego a municipal corporation in the sum of ONE MILLION
 TWENTY TWO THOUSAND FOUR HUNDRED TWELVE AND 95/100 (\$1,022,412.95) for the
 faithful performance of the annexed contract, and in the sum of ONE MILLION TWENTY TWO
 THOUSAND FOUR HUNDRED TWELVE AND 95/100 (\$1,022,412.95) 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)

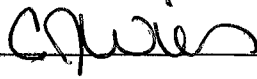
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated May 10, 2016

Approved as to Form

Wier Construction Corporation

Principal

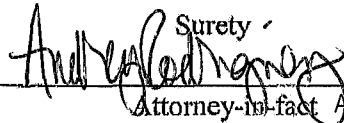
By 

Cathy J. Wier
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

SureTec Insurance Company

By  Surety
Attorney-in-fact Audrey Rodriguez


3033 Fifth Avenue, Suite 300

Approved:

Local Address of Surety

San Diego, CA 92103

Local Address (City, State) of Surety

By 
Eleida Felix Yackel
Senior Contract Specialist
Public Works Department

619-400-4105

Local Telephone No. of Surety

Premium \$ 13,724.00 Premium is for contract term and subject to adjustment based on final contract price.

Bond No. 5214730

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On May 10, 2016 before me, B. Lafrenz, Notary Public,
(Here insert name and title of the officer)

personally appeared Audrey Rodriguez,
 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.

B. Lafrenz
 Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Larry D. Cogdill, Michael W. Thomas, Brooke Lafrenz, Gladys Rogers, Audrey Rodriguez

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 05/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

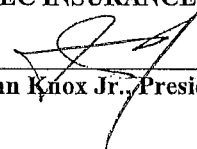
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (*Adopted at a meeting held on 20th of April, 1999.*)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

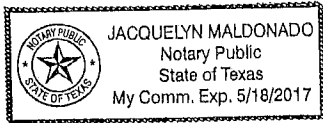
SURETEC INSURANCE COMPANY

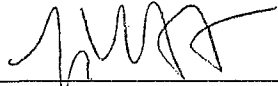
By: 
John Knox Jr., President

State of Texas ss:
County of Harris



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 10th day of May, 2016, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The improvements includes road widening, curb and gutter, sidewalk, curb ramps, driveways, bus pad, retaining walls, modify raised median, storm drain, new pavement, traffic signal modification and striping and signage.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **37153-01-D** through **37153-16-D**, and **37153-T1-D** through **37153-T24-D** inclusive.
2. **LOCATION OF WORK: The location of the Work is as follows:**

See Appendix E for Location Map
3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **160 Working Days**.

ATTACHMENT B

INTENTIONALLY LEFT BLANK

ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

ATTACHMENT D

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 8:30 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

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>

2-9.1

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, you 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 shall be performed by the City’s Construction Management and Field Services (CMFS) Division on all Projects, unless permission is obtained for these services in writing by CMFS.
3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS shall do the following:
 - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
 - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
 - c) File a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

SECTION 2 - SCOPE AND CONTROL OF WORK

ADD:

2-14.7

Working Hours Restrictions. This project is subject to time restrictions for work performed due to the close proximity of Montgomery High School. The specific dates and times for these restrictions are subject to change. The Contractor shall verify the most current date and time restrictions with the City Engineer prior to start of construction. The Contractor shall assume that work may not be performed within the vicinity of a school when the work hour restrictions are in effect. Work hour restrictions apply on any day that school is in session instructional calendars for the school can be found in **Appendix E**. The following time restrictions apply to this project.

On Palm Avenue - Montgomery High School;

1. Between 6:30 am and 7:30 am Monday through Friday
2. Between 3:30 pm and 4:30 pm Monday through Friday

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>

4-1.10 Foreign Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Materials that are manufactured, produced, or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise specified. Quality Control and related testing shall be performed to all applicable specified US standards. Manufacturer’s testing and staff certification shall be traceable to a United States regulatory agency. Retain the materials for a sufficient period of time to permit inspection, sampling, and testing. You shall not be entitled to an extension of time for acts or events occurring outside of, at point of entry, or during transport to the United States.

SECTION 5 – UTILITIES

5-2 PROTECTION. ADD the following:

1. You shall repair or replace traffic signal and lighting system equipment within 72 hours after notification of defects by the Engineer.
2. While working in or around meter boxes, you shall protect in place all Advanced Metering Infrastructure (AMI) devices attached to the water meter or located in or near water meter boxes, coffins, or vaults **in accordance with the Contract Documents**. This includes any antenna installed through the meter box lid.
 - a) Avoid damaging the antenna, cable, and endpoints when removing the meter box lid and when disconnecting AMI endpoints from the register on top of the water meter.
 - b) If meters or AMI devices need to be removed or relocated, the AMI endpoints shall be reinstalled with the Encoder/Receiver/Transmitter (ERT) pointing upwards.
 - c) Because the AMI equipment is uniquely matched to each service location and to specific meter serial numbers, any AMI devices that are removed or disconnected shall be reinstalled on the same service lateral as well as to the same meter serial number it was attached to originally.

- d) Do not change or modify the lid if the lid has an antenna drilled through it.
- e) If you encounter damaged, disconnected, buried, or broken AMI endpoints, cables between the registers, antennae, lids, or ERTs, notify the Engineer within 24 hours.
- f) Any AMI equipment damaged by you shall be repaired or replaced by City Forces at your expense.

5-4 RELOCATION. ADD the following:

Contractor must contact and coordinate all utility relocations with the utility owner regardless of who is relocating the utility.

5-6 COOPERATION. To the City Supplement, ADD the following:

5-6.1 Utility Relocation and Contractor-Arranged Time for Relocation. Relocation and/or Removal and Installation of the utilities shown in the following table requires coordination with your activities. Make arrangements with the utility company through the Resident Engineer and submit a schedule to the Resident Engineer:

| Type of Utility | Location of Utility (Proposed TC Sta.) | Owner | Owner's Address | N/W |
|-----------------|--|----------------------------------|---|------|
| Electric | RT: 7+89.81 Picador Blvd | SDG&E | 8315 Century Park Ct, CP22A San Diego, CA 92123-1550 (858) 654-8697 | 30/5 |
| Water | RT: 9+28.65 Picador Blvd | City of San Diego Water Dept. | 4677 Overland Ave. San Diego, CA 92123 (858) 522-6800 | 30/5 |
| Cable TV | LT: 9+33.33 Picador Blvd | Cox Comm. | 1985 Gillespie Way El Cajon, CA 92020 (619) 592-4049 | 30/5 |

N. Denotes notification days. Minimum number of working days written notice the Resident Engineer provides the owner that the site will be ready for utility work.

W. Denotes working days. Number of working days provided to the utility company to complete the listed utility work.

5-6.2 Site Preparation. Utility Work described in "Utility Work by Owners" will be performed by the utility owner, after the work described in "Site Preparation Type by Contractor":

Site Preparation Type by Contractor

| Site Preparation Type | Site Preparation Work |
|-----------------------|---------------------------------------|
| (A) | Demolition and excavation to subgrade |

Utility Work by Owners

| Site Preparation Type | Owner | Location of Utility (Proposed TC Sta.) | Work Description | N/W |
|------------------------------|--------------|---|---|------------|
| (A) | AT&T | LT: 8+60 Palm Ave | Exist Telephone MH To Be Adjusted To Final Grade | 30/5 |

Contractor shall coordinate with utility owners for work described above and demobilize construction activity, equipment, and material for the specific locations while the utility owners conduct work for the specific days agreed upon.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To item 20, ADD the following:

The 90 Calendar Day for the Plant Establishment Period is included in the stipulated Contract Time.

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 shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.

5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

- a) 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.
- b) 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.
- c) 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.
- d) The additional insured coverage for projects for which the Engineer’s Estimate is less than \$1,000,000 shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.

- 7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- 7-3.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.
- 7-3.5.2 Commercial Automobile Liability Insurance.**
- 7-3.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- 7-3.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- 7-3.8 Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- 7-3.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.
- 7-4 WORKERS' COMPENSATION INSURANCE.** 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 shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
2. Limits for this insurance shall be not less than the following:

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

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

7-4.1.1

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

7-8.6

Water Pollution Control. ADD the following:

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

7-9

PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. To the City Supplement, ADD the following:

7-9.4

Landscape Materials. Any plant material outside the final improvements, damaged as a result of construction activities, shall be replaced in-kind by you. All plant materials replaced shall have a 90 day plant establishment period in accordance with Section 308-6. A planting plan shall be reviewed and approved by the Engineer prior to placement. A minimum of 5 working days shall be allowed for Engineer review.

You shall repair in-kind all irrigation equipment either damaged or removed as a result of the construction activities and render the system fully functional. An irrigation system plan shall be reviewed and approved by the Engineer prior to placement. A minimum of 5 working days shall be allowed for Engineer review.

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, and 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 internal public contact tracking system 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 internal public contact tracking system 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 the 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, uninvited members of the media may show up at construction Sites. Members of the media (including, but not limited to newspapers, magazines, radios, 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 that 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 visits from members of the media 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.

1. The Payment for the Community Outreach Service 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

9-3.1 General.

ADD:

9-3.1.4 Roadside Signs and Posts. The contractor shall furnish and install traffic signs and new posts at the location shown on the plans or as directed by the Engineer, in conformance to the provisions in Section 56-2 "Roadside Signs" of the State Standard Specifications and these Special Provisions.

The Unit Price for "Relocate Traffic Sign and Install New Post" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in attaching the sign to a new post, including installing the

sign panels and sign posts, complete in place, as shown on the plans, as required by the specifications and these special provisions, and as directed by the Engineer.

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

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

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1.1.2 Concrete Specified by Class and Alternate Class. To the City Supplement, ADD the following:

Concrete used in the foundation supporting the relocated gasoline station sign shall utilize the 560-C-3250 Concrete Class.

201-1.2.1 Portland Cement. To the City Supplement, ADD the following:

Contractor shall use Type II Portland Cement for the foundation supporting the relocated gasoline station sign.

201-1.2.4.1 Chemical Admixtures. ADD the following:

- f) Contractor may propose water-reducing and/or accelerating admixtures for consideration by the Engineer. Admixtures may not be used without the express written approval of the Engineer.

201-2.2.1 Reinforcing Steel. ADD the following:

Contractor shall use Grade 60 billet steel conforming to ASTM A615/A615M for the foundation supporting the relocated gas station sign.

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 |

| OLD SECTION NUMBER | TITLE | NEW SECTION NUMBER |
|--------------------|-------------------------|--------------------|
| 203-15.3 | Composition and Grading | 203-16.3 |
| 203-15.4 | Mix Design | 203-16.4 |

ADD the following:

RPMS shall be used on this contract.

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

209-1.1 (86-2.03.01) Foundations. To the City Supplement, ADD the following:

This work includes constructing cast-in-drilled-hole pile foundations for traffic signal and lighting standards. Comply with section 86-2.03, "Foundations," of the Standard Specifications. Concrete must contain not less than 590 pounds of cementitious material per cubic yard.

For standards located in sidewalk areas, the pile foundation must be:

1. Placed to final sidewalk grade before the sidewalk is placed.
2. Square for the top 4-inches.

Use sleeve nuts on Type 1-A standards. The bottom of the base plate must be flush with finished grade.

209-1.2 (86-2.04A) Standards, Steel Pedestals, and Posts: To the City Supplement, ADD the following:

Standards, steel pedestals, and posts for traffic signal and lighting standards shall conform to the provisions in Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.

Steel bolts not designated on the plans as high-strength (HS) or stainless steel shall be for general applications and shall conform to the requirements in ASTM Designation: A307.

Anchor bolts shall conform to the requirements in ASTM Designation: F1554, Grade 36. High-strength (HS) anchor bolts shall conform to the requirements in ASTM Designation: F1554, Grade 105.

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 |

Where the plans refer to the side tenon detail at the end of the signal mast arm, the applicable tip tenon detail may be substituted.

The sign mounting hardware shall be installed at the locations shown on the plans.

Handhole reinforcement rings for standards, steel pedestals, and posts shall be continuous around the handholes.

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

212-1.4 General. ADD the following:

Payment for all work required under Section 212-1 shall be considered paid from various other items of work and no additional payment shall be made therefore.

212-2.1.1 General. ADD the following:

You shall repair in-kind all irrigation equipment either damaged or removed as a result of the construction activities and render the system fully functional. An irrigation system plan shall be reviewed and approved by the Engineer prior to placement. A minimum of 5 working days shall be allowed for Engineer review.

ADD:

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

300-1.1 General. ADD the following:

4. Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all clearing and grubbing required to accomplish the Work.

Clearing and grubbing shall also include saw cutting, demolition, removal, and disposal of all existing improvements up to 22" inches including, but not limited to, soil, pavement (Asphalt Concrete, Base, Unclassified Materials), curb and gutter, sidewalk, curb ramps, bus pad, driveways, median, buried abandoned utilities and utility structures (pull boxes, etc.), trees, tree trimming, tree roots, cut and cap irrigation, chain link fence and gates, handrail, retaining walls, and all other existing improvements that are shown on the plans for removal, directed by the Resident Engineer to be removed, or otherwise required to construct the improvements per the plans and specifications.

5. Tree roots between the curb and the property line which are in conflict with the proposed improvements shall be removed to a depth of 4" below the level of the proposed improvements.
6. Prior to submittal of a Bid for the Work, the Contractor shall inspect the project site to verify the magnitude and cost of all Clearing and Grubbing required to complete the Work.

Clearing and grubbing shall also include any saw cutting, demolition and removal of all existing improvements, but not limited to, walls, concrete structures, raised medians, curbs, gutters, cross gutters, pipes, drains, inlets, sidewalks, driveways, CTB, asphalt concrete, PCC pavement sections, trees, shrubs, landscaping, abandoned utilities, retaining walls and curbs and all other existing improvements that are shown on the plans for removal, directed by the Engineer to be removed, or otherwise required to achieve new subgrade elevation in order to construct new improvements per contract document.

During clearing and grubbing operations, the Contractor shall make every effort to ensure the safety of pedestrian and vehicular traffic in the area of removal and the adjacent property. Unless specified for removal or relocation, the Contractor shall protect all existing improvements in place in accordance with Section 300-1.2 of the Standard Specifications. Any public or private improvements that are not shown for removal and are not in conflict with the work, but are damaged by the Contractor during the work, shall be replaced by the Contractor in an equal or better condition to the satisfaction of the Engineer, at no additional cost. All portions of existing public or private improvements impacted by clearing and grubbing operations shall be restored to match the original condition. After clearing and grubbing operations are completed and prior to completion of the work, the Contractor shall install any adequate temporary facilities that are required to provide interim service to the residents affected temporary facilities that are required to provide interim services to the residents affected by the work. This shall include, but not be limited to, temporary signs, mail boxes, fencing, gates, sidewalks, walkways, steps, driveway paving, roadway paving, or similar facilities.

300-1.3.2 Requirements. To Paragraph (a), ADD the following:

These bituminous pavement removals shall include removal of the asphalt surface material and underlying base or compacted native soil as shown on the plans to allow construction of the proposed improvements.

To the City Supplement, ADD the following:

- (e) **Saw Cutting.** Cutting shall be either a diamond sawcut or by a method that produces a similar result. The blade shall be of such size and configuration that the desired dimensions of the sawcut can be made with one pass. Either dry or wet cutting will be allowed.

Sawcut surfaces shall be thoroughly cleaned to remove any dirt, dust or deleterious matter adhering to the saw cut faces. Saw cut surfaces shall be dried prior to placing new material in contact with the sawcut face. All sawing slurry from the wet sawing process shall be blown or brushed off the pavement surface.

Residue resulting from saw cutting operations shall not be permitted to flow access shoulders or lanes occupied by public traffic and shall be removed from the pavement surface by vacuuming or other approved method before any residue flows off of the pavement surface. Residue from saw cutting operations shall be disposed of outside of the right of way in conformance with the specifications and local regulations.

300-1.4 Payment. To the City Supplement, Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

2. Payment for existing AC and /or PCC pavement removal and disposal of up to 22" thick, within the excavation e.g., trench limits, shall be included in the Bid item for the installation of the mains and the Work item that requires pavement removal.

To the City Supplement, ADD the following:

7. The lump sum price for Clearing and Grubbing shall include full compensation for the sawcutting, removal, disposal, protection, and disposal of any and all PCC Pavement, AC Pavement, Base Material, soil, bushes, trees, tree roots, tree trimming, driveways, sidewalks, curb ramps, curb & gutter, bus pad, concrete steps, retaining walls **and curb**, fencing, landscaping, cut and cap irrigation, irrigation pipe, drainage inlets, handrail, street light foundations and any other materials and objects that are in conflict with the installation of the **new improvements** as shown on the Plans.
8. Contractor is responsible for replacement of all hardscape items removed during the Clearing and Grubbing operations, unless otherwise noted on the plans, and no additional compensation will be allowed.

300-4.2 Preparation of Fill Areas. ADD the following:

Fill work shall include over-excavation and re-compaction of existing subgrade soils to achieve subgrade compaction prior to the placement of fill and all work included with this Section and Section 300-2.

300-4.5 Placing Materials for Fill. ADD the following:

Fill work shall include placement, and filling and grading, stockpiling, and all work included with this Section and Section 300-2.

300-4.9 Measurement and Payment. DELETE in its entirety and SUBSTITUTE with the following:

No separate payment shall be made for unclassified fill. Payment for unclassified fill shall be included in the contract price for other related items of work.

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

301-1.7 Payment. ADD the following:

The Unit Bid Price for Adjust Utilities to Grade shall include sewer manhole, CATV pullbox, electrical pull boxes, gas valves, traffic signal pullbox, water valve, water meter box and frame, fire hydrant, sewer cleanout, storm drain manholes, and all other utility manholes, hand holes, or covers that need to be adjusted to new grade.

301-3.3.6 Measurement and Payment of Cement-Treated Base (CTB). To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Unit Bid Price for Schedule "J" 16" Cement Treated Base and subbase shall be paid for by the cubic yard, complete in place as shown on the plans or as directed by the Engineer. Furnishing, mixing, spreading, shaping, compacting, trimming, and curing of the treated materials shall be included.

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".

302-5.5 Distribution and Spreading. ADD the following:

AC Pavement shall be placed a minimum of 4 hours prior to the arrival of school busses for all locations where school busses load and unload to allow for adequate curing time for the AC pavement. Contractor is responsible to contact Sergio Navarez, San Diego Unified School District, Transportation Department Safety and Training coordinator at 858-496-8729 or snavarez@sandi.net for coordination with school busses a minimum of one week prior to placement.

302-5.9 Measurement and Payment. To the City Supplement, ADD the following:

The TON Unit price of Asphalt Concrete Pavement "3" AC Overlay", "Schedule "J" 5" AC", and "Schedule "J" 14.5" AC", and "2" AC Pavement Driveway Transition" shall include full compensation for replacement of traffic loop detectors to fully functional condition as approved by the engineer. Any traffic striping, pavement markings, or pavement makers shall be replaced in kind, unless otherwise indicated on the plans and no additional compensation will allowed.

302-6.8 Measurement and Payment. ADD the following:

The square foot unit price for Bus Pad shall include minor grading, subgrade preparation, saw cutting existing edges, form work, placement and curing of concrete, traffic loops, all labor, materials, equipment, and incidentals as required to construct the concrete paving in accordance with the plans and specifications.

The square foot unit price for Concrete Pavement at Gas Station, shall include full compensation for removal and disposal of existing pavement, dowel to existing concrete, minor grading, subgrade preparation, saw cutting existing edges, form work, placement and curing of concrete, adjustment of utilities, all labor, materials, equipment, and incidentals as required to construct the concrete pavement in accordance with the plans and specifications unless otherwise indicated on the plans and no additional compensation will be allowed.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-1.7.1 General. ADD the following:

For the foundation supporting the relocated gasoline station sign, reinforcement shall terminate at 3" from concrete surfaces.

303-1.11 Payment. ADD the following:

The Lump Sum Price for the Relocated Sign (Gas Station) shall include demolition of existing foundation, including anchor bolts and any damage done to existing improvements shall be repair in-kind all equipment either damaged or removed as a result of the construction activities shall include relocating sign to new foundation and render the system fully functional and shall include all materials labor and all other incidentals shall be included. . No additional compensation will be allowed.

The Lump Sum Price for Construct New Foundation Supporting Relocated Gas Station Sign shall include new foundation, anchor bolts electrical, conduit, electrical pull boxes and any damage done to existing improvements shall be repair in-kind all equipment either damaged or removed as a result of the construction activities and render the system fully functional and shall include all materials, labor and all other incidentals shall be included. No additional compensation will be allowed.

Retaining walls shall be measured by the liner feet (LF). The bid contract price for Gravity Retaining Wall type "A" and Gravity Retaining Wall Type "B" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, minor grading, gravel, excavation and select pervious backfill behind the wall, retaining walls, including concrete, grout, mortar, reinforcement, footings, filter, waterproofing, weep holes, gravel drains, 4" perforated PVC drain pipes, anti-graffiti coating, and all other work necessary to complete in place, as shown on the plans and as specified in the Special Provisions, and as directed by the Engineer.

303-5.9 Measurement and Payment. ADD the following:

7. The Unit Price for Alighting area shall include full compensation for furnishing all labor, materials, tools, equipment, grading, compaction, removal and disposal of existing concrete and excess materials to subgrade in order to construct improvement, for doing all the work necessary including all other incidentals shall be included. No additional compensation will be allowed.
8. The Unit Price for New Concrete Steps shall include full compensation for furnishing all labor, materials, tools, equipment, grading, compaction, removal and disposal of existing concrete steps and excess materials to subgrade in order to construct improvement, for doing all the work necessary including all other incidentals shall be included. No additional compensation will be allowed.

303-6.1 General. ADD the following:

In areas indicated on the plans, Stamped Colored Concrete shall be a minimum of 4 inch thick PCC conforming to Section 201-1 and shall match existing median stamped colored concrete in color and pattern and 2" sand fill. Contractor shall prepare 12" square samples for review by the Engineer and written approval shall be obtained from the Engineer prior to placing. A minimum of 5 working days shall be allowed for Engineer review.

303-7.1 General. ADD the following:

Colored concrete shall be produced by Method B, integral color.

Color for color concrete shall be San Diego Buff or approved equal.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-3.4 Measurement and Payment. ADD the following:

The Linear Foot Price for 6’ foot Chain Link Fence and shall include the removal of the existing fence, post ,concrete and all materials, labor, fence, post mesh, concrete and all incidentals for the new fence and no other compensation will be allowed.

The Linear Foot price for 3’ foot Green Vinyl Coated 1 ¼” chain Link Fence in Median, 6’ foot Green Vinyl Coated 1 ¼” chain Link Fence in median shall include the removal of the existing fence, post and concrete and all materials, labor, fence, post, mesh, concrete and incidentals for the new fence and no other compensation will be allowed.

The Unite Price for Chain Link 24’ foot Double Swing Gate and Chain Link 4’ foot Pedestrian Gate shall include the removal of the existing gate, post, concrete and all materials, labor, gate, post, mesh, concrete and incidentals for the new gate and no other compensation will be allowed.

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 |

306-1.5.1 Temporary Resurfacing. To the City Supplement, ADD the following:

6. In the event the use of steel plating is necessary, the Contractor shall grind pavement (in areas of existing pavement) to a depth equal to the thickness of the steel plate used. Grinding limits shall encompass the width of the plate so

as to create a flush surface transition. Temporary asphalt ramps at steel plates shall not be allowed. Payment for all materials used by the Contractor or ordered to be placed by the Engineer, including that used to maintain the temporary resurfacing until the permanent resurfacing is placed, will be considered to be included in the other items of work.

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

Payment for Imported Backfill when the Contractor 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.

The linear foot price for all storm drain pipe to be constructed by open trench operations shall be considered as "complete and in place" and shall be full compensation for all fittings; potholing and support of existing utilities; bedding, compacting the trench; trench plates ; required trench-related cold-planing of existing pavement; replacement of all interfering surface improvements for which a bid item was not included; abandonment of existing pipes; and all other work necessary to install the pipe by open trench, complete in place and no additional compensation shall be allowed therefor.

The contract Unit Price Concrete Pipe Collar to be paid will be measured on a per pipe collar unit or "each (EA)" basis. Full compensation for steel, concrete, forms, labor and all other incidentals shall be included. No additional compensation will be allowed.

Open trench installations shall include all required shoring and no additional compensation shall be allowed.

SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

307-2 Payment. To the City Supplement. ADD the following:

4. The contract Lump Sum price paid for Traffic Signal Modification & Street Lighting Systems, at Palm Ave. and Beyer Way., shall include full compensation for removal and salvaging of existing poles and equipment, furnishing and installing street light and traffic signal standards, posts and pedestals, foundations, vehicle detector loops, signal & lighting electrical service and switches, luminaires, lamps, ballasts, electrical conduits, conductors and cable, pull boxes, signal heads, emergency vehicle preemption equipment, ADA pushbuttons, countdown timer, installation of new controller assembly, new conflict monitor unit, and all other such items as required on the Plans or these Special Provisions necessary to provide a complete and operational traffic signal systems, except for Work covered in separate bid items, and no additional compensation will be allowed.
5. The contract Lump Sum price Relocate Light (Gas Station), shall include Full compensation for relocation of the light shall include, materials, labor and all other incidentals required to relocate the light. All other such items as required on the Plans or these Special Provisions necessary to provide a

complete. No additional compensation will be allowed any damage done to existing improvements shall be repair in-kind all equipment either damaged or removed as a result of the construction activities and render the system fully functional.

6. Payment for traffic loop detectors shall include all materials, labor, equipment, and incidentals for replacement of traffic loop detectors covered in the traffic signal installation & street lighting system and traffic signal modification & street lighting system bid items. Complete in place and no additional compensation shall be allowed therefor.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

ADD:

308-4.2.1 Existing Tree, Shrub and Ground Cover Protection. The work is to be performed in areas of existing planting and irrigation. The Contractor shall take precautions to minimize the disturbance to adjacent planted areas and is required to replace in kind any irrigation or planting disturbed by the work. Identify and protect from damage all individual plants and areas of planting to remain by appropriate means. The Contractor shall provide equivalent size replacement plants in the event that the death or decline of existing plants to remain is attributable to the Contractors negligence or lack of protection as determined by the Resident Engineer.

ADD:

308-4.2.2 Excavation Adjacent to Existing Tree, Shrubs, and Ground Cover to Remain. Where it is necessary to excavate in close proximity to existing trees and shrubs, all possible caution shall be exercised to avoid injury to roots and trunks. In the event it is necessary to cut the roots of an existing tree, the tree shall be pruned prior to excavation to reduce the foliage volume by the same percentage as the approximate percentage of roots removed. Pruning of trees on private property shall not be done without written permission of the property owner.

Excavation within the drip line of the tree shall be done by hand, tunneling under roots 1" in diameter and larger, and shall be done only on the approval of the Resident Engineer. The exposed roots of trees shall be covered and shaded by moist burlap or canvas until the trench is backfilled.

ADD:

308-4.2.3 Remove Existing Trees. Trees noted to be removed and not transplanted shall be removed completely including the root crown and roots over 2" in diameter where practicable. Stump shall be removed by grinding or other mechanical method to a depth of 3' below proposed finish grade. The contractor shall verify the specific trees to be removed with the Resident Engineer prior to removal. Caution shall be exercised to avoid damage to adjacent property and barricades shall be erected to protect pedestrians. Trees outside the limit of work shall not be removed or otherwise damaged.

308-6.1.3

Root Pruning (Sidewalk Replacement). To The City Supplement, ADD the following:

4. The Contractor shall be responsible for root pruning, removal and disposal of roots as follows:

- A) Tree roots shall not be pruned or cut unless their removal is unavoidable or absolutely necessary. The City Arborist shall be notified prior to any operation known or suspected to involve cutting of more than:
 - 1. Two roots, three (3) inches or more in diameter; and/or
 - 2. Four (4) roots between two (2) and three (3) inches in diameter.

The City Arborist shall be notified immediately in the event that roots in excess of that described above are cut, torn, ripped, or otherwise injured.

- B) Upon approval by the City Arborist, prior to any excavation, removal of curb, curb and gutter, sidewalk, roadway pavement or other activity that will result in removal of soil and tree roots, the Contractor shall break existing improvements into manageable pieces with a jackhammer or pick and hand load the pieces onto a loader. The loader must remain on undisturbed pavement or off exposed roots. The Contractor shall not remove base rock that has been exploited by established absorbing roots. All tree roots within a designated area will be pruned to a depth of fourteen (14) inches.

- C) Removal of roots greater than one (1) inch diameter or parts of roots that are injured or diseased should be performed as follows:

Preserve the root bark ridge (similar in structure and function to a branch bark ridge). Directional root pruning is the recommendation technique and should be used during hand excavation around tree roots. Roots are similar to branches in their response to pruning practices. With directional root pruning, objectionable and severely injured roots are properly cut to a lateral root, if possible, that is growing downward or in a favorable direction.

- D) The Contractor shall apply untreated wood chips over the exposed area within one hour of pruning, then wet the chips and base rock and keep moist until AC overlay surface is applied. Remove wood chips prior to construction of asphalt concrete surface.

- E) The Contract shall install root barriers as directed by the City Arborist and in compliance with root control barrier manufacturer's recommendations.

308-7

PAYMENT. ADD the following:

The Lump Sum Payment for Relocate Irrigation Systems and Replacement of Landscaping all work in Section 212-2 shall include removal, relocation or replacement of existing irrigation pipes, sprinklers, valves or other irrigation devices, coordination with public and private entities to ensure complete coverage of irrigation over the landscaped areas are achieved. This may include adjustments of

controllers, timing, etc. along with all labor, materials, and equipment necessary to provide a completely functioning irrigation system, to the satisfaction of the Resident Engineer. The Relocation Irrigation System shall include full compensation to complete the irrigation work and no additional compensation will be allowed.

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

SECTION 310 – PAINTING

310-5.6 **Paint for Traffic Striping, Pavement Marking.** To the City Supplement, DELETE in its entirety.

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

314-4.3.7 **Payment.** ADD the following:

The contract lump sum price for “Furnish and Install Painting, Striping, Removal Conflicting Striping and Pavement Markings, and Paint Curbs, Stencil Letter on Curbs” shall be considered as full compensation for furnishing all labor, materials, tools and equipment, and for all work involved in the placement and of removal of conflicting striping, paint steps, painted lines, markings, pavement markers and signage, mark the new storm drain inlets 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 (in the case of conflict, the plans shall take precedence) and no additional compensation will be made.

314-4.4.6 **Payment.** ADD the following:

The lump sum price bid for “Furnish and Install Thermoplastic Traffic Striping and Pavement Markings” and Removal Conflicting Striping and Pavement Markings”, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for all work involved in 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 Resident Engineer. The Contractor will be responsible for all markings and delineation until such time as street(s) are accepted by the City of San Diego and no additional compensation will be made.

The lump sum price bid for Continental Crosswalk shall include shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for all work involved in thermoplastic crosswalk, and the removal of all existing stripes and markings in conflict with the proposed, 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 Resident Engineer

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:
Inlet Markers.

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 Palm Avenue Roadway Improvements**, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of 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

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

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

PROJECT NO.: S-00913.02.06 PROJECT TITLE: PALM AVENUE ROADWAY IMPROVEMENTS

PROJECT LOCATION-SPECIFIC: This project is located along Palm Avenue from Beyer Way to Delcardo Avenue within the Otay Mesa and Otay Mesa-Nestor community planning areas. Council District 8.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project will construct pedestrian and traffic safety improvements including a raised center median, right and left turn lanes, one traffic signal, traffic signal modifications, crosswalks, bus pads, striping, signage and storm drain improvements. Approximately 370 Linear Feet (LF) of 24-inch reinforced concrete pipe (RCP) will be installed at a depth varying from 5 to 15 feet. Right of way of approximately 2,888 ft^2 is needed for road widening at the intersection of Beyer Way and Palm Avenue in order to accommodate a future west to south left turn lane in addition to a right turn lane at the North East corner and a future east to north left turn lane on the west side of the intersection. The storm drain location and road widening is outside the area of potential affect (APE) for sensitive historical and biological resources.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works, Contact Brad Johnson, 525 B Street Ste 750, San Diego, Ca 92101 619-533-5120

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080 (b) (1); 15268);
DECLARED EMERGENCY (SEC. 21080 (b) (3); 15269(a));
EMERGENCY PROJECT (SEC. 21080 (b) (4); 15269 (b) (c))
[X] CATEGORICAL EXEMPTION, STATE TYPE AND SECTION NUMBER: 15303(d) NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES
STATUTORY EXEMPTIONS. STATE CODE NUMBER: N/A

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review which determined the improvements will be located within the public right of way and all improvements occur in non-sensitive/non-hazardous areas. The action of the improvements related to this project and the scope, would not have any affects on archaeological or biological resources. Furthermore the project meets the criteria set forth in CEQA Section 15303 (d) New Construction or Conversion of Small Structures and does not trigger any of the exceptions to categorical exemptions found in State CEQA Guideline § 15300.2.

LEAD AGENCY CONTACT PERSON: Jeffrey Szymanski

TELEPHONE: (619) 446-5324

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

Signature/Title: [Handwritten Signature] SENIOR PLANNER

October 30, 2013
DATE

CHECK ONE:

(X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

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

METER SHOP (619) 527-7449

Meter Information

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

| | | |
|--|------|------------------------------|
| Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip: | T.B. | G.B. (CITY USE) |
| Specific Use of Water: | | |
| Any Return to Sewer or Storm Drain, if so, explain: | | |
| Estimated Duration of Meter Use: | | 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: | Signature: Date: |

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D
SAMPLE CITY INVOICE

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

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

SUMMARY

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

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

Resident Engineer

Construction Engineer

Retention and/or Escrow Payment Schedule

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

Contractor Signature and Date: _____

APPENDIX E
LOCATION MAP

PHASE II PALM AVENUE ROADWAY IMPROVEMENTS FROM WEST OF BEYER WAY TO EAST OF BEYER WAY

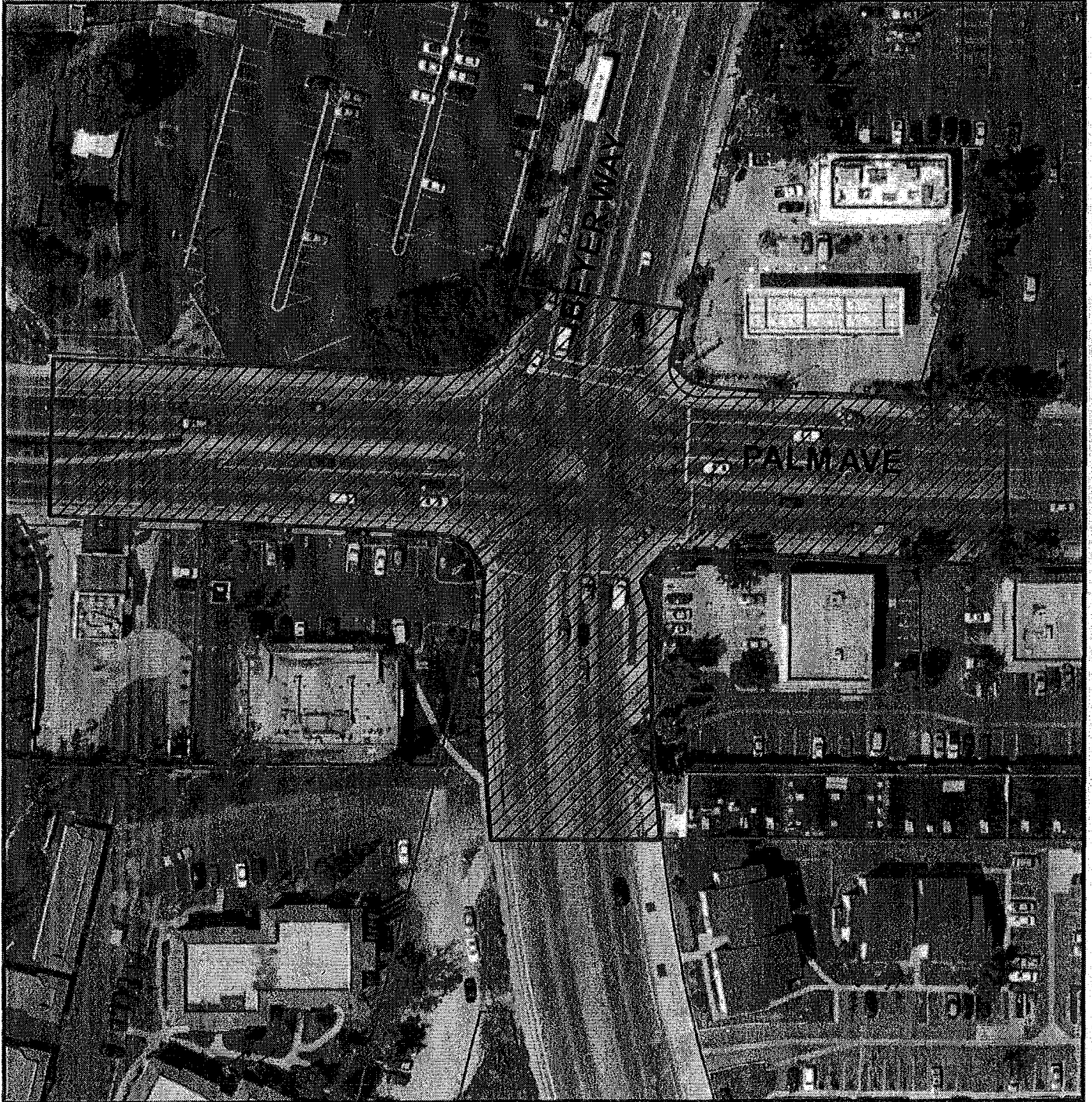
SENIOR ENGINEER
BRAD JOHNSON
(619) 533-6120

ASSISTANT ENGINEER - CIVIL
MARIA CUNNINGHAM
(619) 533-4667



PROJECT MANAGER
ALEX SLEIMAN
(619) 533-4618

CONSTRUCTION PROJECT
INFORMATION LINE
(619) 533-4207



Legend

 Project Area



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APPENDIX F
SCHOOL INSTRUCTIONAL CALENDER



SWEETWATER UNION HIGH SCHOOL DISTRICT 2015-2016 Student Calendar

JUNE, 2016

S M T W T F S

| | | | | | | | | | | |
|----|----|----|----|----|----|--------|---------|------|------------------------------------|------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | Friday | June | 5 | School year ends for 7-12 students | |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | Friday | June | 5 | Final semester grades |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | Friday | June | 5 | End of second semester |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | Tuesday | June | 30 | End of Fiscal Year 2014-2015 |
| 28 | 29 | 30 | | | | | | | | |

JULY, 2016

S M T W T F S

| | | | | | | | | | | |
|----|----|----|----|----|----|----|-----------|------|-------|---|
| | | | 1 | 2 | 3 | 4 | Wednesday | July | 1 | Fiscal Year 2015-2016 begins |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | Friday | July | 3 | Legal holiday - Independence Day |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | Mon-Tues | July | 20-21 | Certificated staff reports - Pre-Service Days |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | Wednesday | July | 22 | School begins for 7-12 students |
| 26 | 27 | 28 | 29 | 30 | 31 | | | | | |

AUGUST, 2016

S M T W T F S

| | | | | | | |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

SEPTEMBER, 2016

S M T W T F S

| | | | | | | | | | | | |
|----|----|----|----|----|----|----|---|-----------|-----------|-------|--|
| | | | 1 | 2 | 3 | 4 | 5 | Monday | September | 7 | Legal holiday - Labor Day |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | | Wednesday | September | 9 | CA Admissions Day (in-lieu of day January 4) |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | | Mon-Fri | Sept 21- | Oct 2 | Fall Recess |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | | | | | |
| 27 | 28 | 29 | 30 | | | | | | | | |

OCTOBER, 2016

S M T W T F S

| | | | | | | | | | | |
|----|----|----|----|----|----|----|----------|---------|-----|--|
| | | | | 1 | 2 | 3 | Thur-Fri | October | 1-2 | Fall Recess (continued) |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | Monday | October | 5 | Non-instructional day - No students. Duty day for teachers |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | Tuesday | October | 6 | School resumes for 7-12 students |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | | | | |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | | |

NOVEMBER, 2015

S M T W T F S

| | | | | | | |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

| | | | |
|-----------|----------|-------|---|
| Wednesday | November | 11 | Legal holiday - Veteran's Day |
| Mon-Wed | November | 23-25 | Non-Instructional days - No students. Non-Duty Day for teachers |
| Thursday | November | 26 | Legal holiday - Thanksgiving Day |
| Friday | November | 27 | Declared holiday |

DECEMBER, 2015

S M T W T F S

| | | | | | | | |
|----|----|----|----|----|----|----|---|
| | | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | |
| 27 | 28 | 29 | 30 | 31 | | | |

| | | | |
|----------|----------|-------|---|
| Friday | December | 18 | End of first semester - final semester grades |
| Mon-Fri | Dec. 21- | Jan 8 | Winter Recess |
| Thursday | December | 24 | Declared holiday - Christmas Eve Day |
| Friday | December | 25 | Legal holiday - Christmas Day |
| Thursday | December | 31 | Declared holiday - New Year's Eve Day |

JANUARY, 2016

S M T W T F S

| | | | | | | | |
|----|----|----|----|----|----|----|---|
| | | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 | |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | |
| 31 | | | | | | | |

| | | | |
|---------|-----------|-------|--|
| Friday | January | 1 | Legal holiday - New Year's Day |
| Monday | January | 4 | In-lieu of holiday CA Admissions Day (September 9) |
| Tue-Fri | January 5 | Jan 8 | Winter Recess (continued) |
| Monday | January | 11 | Non-instructional day - No students. Duty day for teachers |
| Tuesday | January | 12 | Second semester begins |
| Tuesday | January | 12 | School resumes for 7-12 students - everyone reports |
| Monday | January | 18 | Legal holiday - Dr. Martin Luther King Jr. Day |

FEBRUARY, 2016

S M T W T F S

| | | | | | | | |
|----|----|----|----|----|----|----|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | |
| 28 | 29 | | | | | | |

| | | | |
|--------|----------|----|--------------------------------|
| Friday | February | 12 | Legal holiday - Lincoln Day |
| Monday | February | 15 | Legal holiday - Washington Day |

MARCH, 2016

S M T W T F S

| | | | | | | | |
|----|----|----|----|----|----|----|---|
| | | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | |
| 27 | 28 | 29 | 30 | 31 | | | |

| | | | |
|---------|----------|---------|--|
| Tue-Wed | March | 15-16 | CAHSEE Testing |
| Mon-Fri | March 21 | April 1 | Spring Recess |
| Friday | March | 25 | Declared holiday |
| Monday | March | 28 | In-lieu of holiday Cesar Chavez Day (March 31) |

APRIL, 2016

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

| | | | |
|--------|-------|---|----------------------------------|
| Friday | April | 1 | Spring Recess (continued) |
| Monday | April | 4 | School resumes for 7-12 students |

MAY, 2016

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| | | | |
|---------|-----|------|------------------------------|
| Mon-Fri | May | 2-13 | AP Testing Window * |
| Monday | May | 30 | Legal holiday - Memorial Day |

JUNE, 2016

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| | | | |
|----------|------|----|--------------------------------------|
| Friday | June | 3 | End of school year for 7-12 students |
| Friday | June | 3 | Final semester grades |
| Friday | June | 3 | End of second semester - 180 days |
| Thursday | June | 30 | End of Fiscal Year 2015-2016 |

NOTE:





Adult school classes may remain open during winter and spring vacation periods and during summer vacations for the purpose of holding scheduled classes maintained in factories, commercial enterprises and institutions.

The certificated work year excludes holidays whereas the classified work year includes holidays.

* AP Testing is determined by the College Board and dates have not been released, May 2nd - 13th are tentative dates.

** Measurement of Academic Performance and Progress (MAPP) replaces CST Testing. Dates have not been released. Tentatively scheduled to be accomplished between March and June of 2016.

LEGEND:

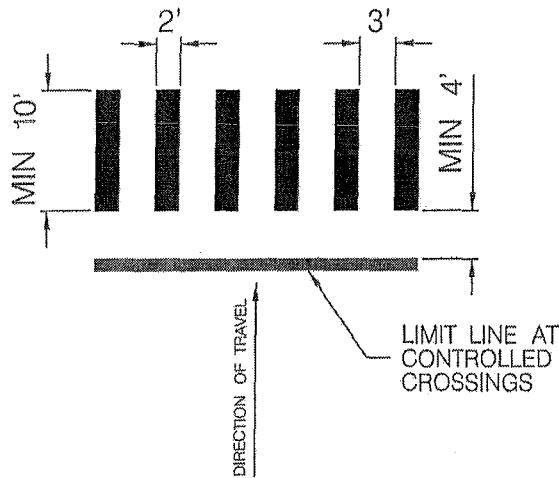
-  Holiday
-  Fall/Winter/Spring Recess
-  Non-Instructional Days
-  Begin/End school for students

Approved by the Board of Trustees: 2/23/15

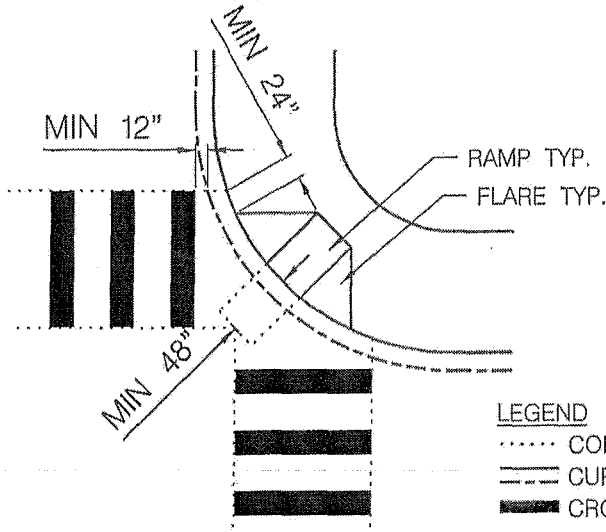
APPENDIX G

CONTINENTAL CROSSWALK MARKINGS LAYOUT NOTES

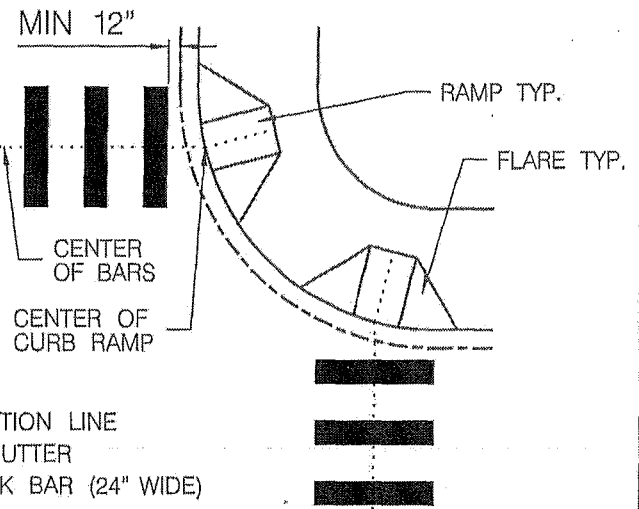
TYPICAL CONTINENTAL CROSSWALK MARKINGS



SINGLE RAMP CORNER



DUAL RAMP CORNER



LEGEND

- CONSTRUCTION LINE
- CURB & GUTTER
- █ CROSSWALK BAR (24" WIDE)

GENERAL NOTES:

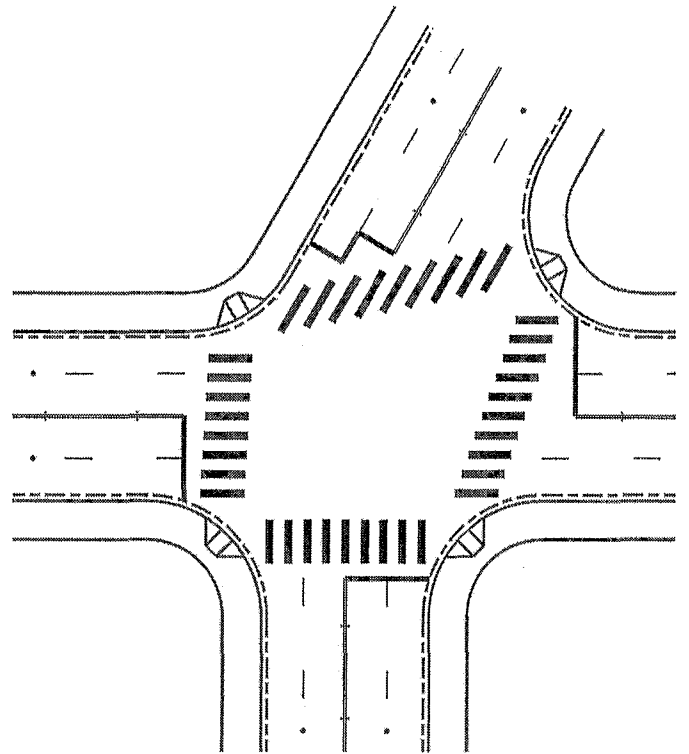
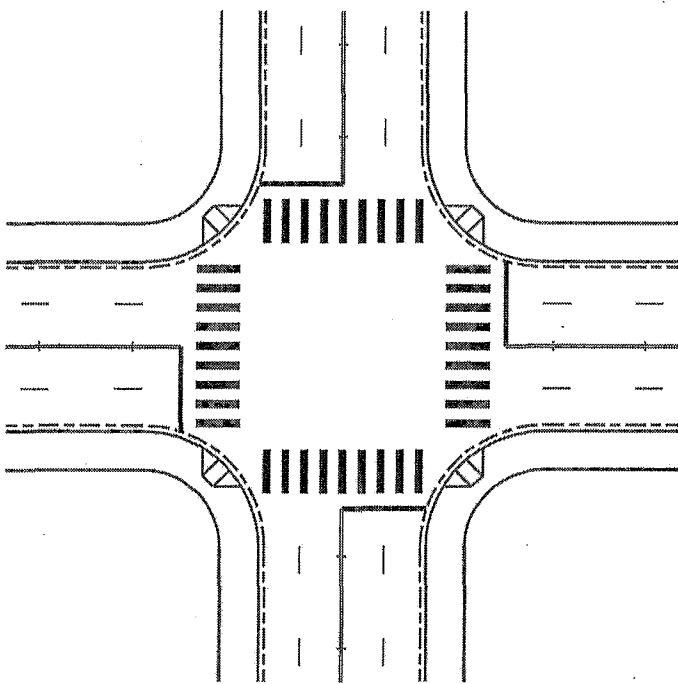
1. ALL MARKED CROSSWALKS SHALL HAVE CONTINENTAL MARKINGS UNLESS APPROVED OTHERWISE.
2. MARKED CROSSWALK LOCATIONS CONSISTING OF BRICK PAVERS OR OTHER DECORATIVE PAVING SHALL BE PROVIDED WITH A LIMIT LINE ONLY.
3. SIGNALIZED INTERSECTIONS SHALL BE PROVIDED WITH A MARKED CROSSWALK ACROSS EACH LEG WHERE PEDESTRIANS ARE PERMITTED TO CROSS.
4. CONTINENTAL CROSSWALK MARKINGS SHALL BE ALIGNED PARALLEL TO THE DIRECTION OF VEHICULAR TRAVEL.
5. LIMIT LINES SHALL BE INSTALLED A MINIMUM OF 4 FEET IN ADVANCE OF MARKED CROSSWALKS FOR THE APPROACH LANES AT ALL CONTROLLED CROSSINGS.
6. MARKED CROSSWALKS SHOULD BE A MINIMUM OF 10 FEET IN WIDTH. PLACEMENT OF CONTINENTAL CROSSWALKS SHALL COMPLY WITH ACCESSIBILITY REGULATIONS PER THE MOST RECENT VERSION OF AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS.
7. THE CROSSWALK BETWEEN A DUAL RAMP CORNER AND A SINGLE RAMP CORNER SHALL BE AT LEAST 10 FEET WIDE AND SATISFY THE MINIMUM OF 2 FEET BEYOND THE FLARE REQUIREMENT FOR THE SINGLE RAMP.
8. CONTINENTAL CROSSWALK BARS SHALL BE UNIFORM WITHIN THE SAME CROSSING. NO PARTIAL BARS SHALL BE INSTALLED.
9. A CROSSWALK BAR SHALL BE CENTERED IN THE CENTER OF THE CROSSING.
10. CROSSWALK MARKINGS SHALL BE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD) RETROREFLECTIVITY COMPLIANT AND SKID RESISTANT.

SHEET 1 OF 3

| | | | | | | |
|----------|----|---------------|-------|--|---|------------------|
| REVISION | BY | APPROVED | DATE | CITY OF SAN DIEGO - STANDARD DRAWING | RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE | |
| ORIGINAL | JF | J. NAGELVOORT | 02/15 | | <i>CR Ameca</i> COORDINATOR R.S.E. 68523 | 2/5/2015 DATE |
| | | | | CONTINENTAL CROSSWALK MARKINGS LAYOUT AND NOTES | DRAWING NUMBER | SDM-116 |
| | | | | | | |

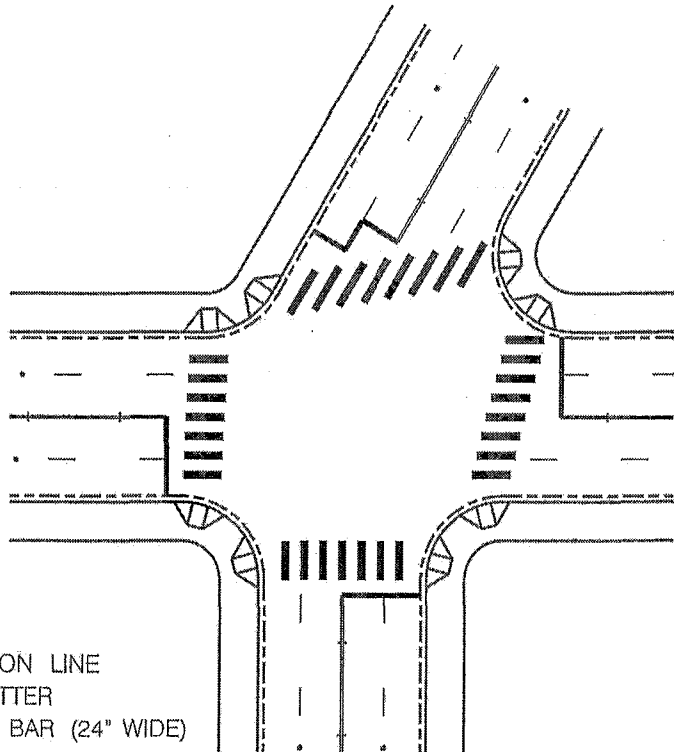
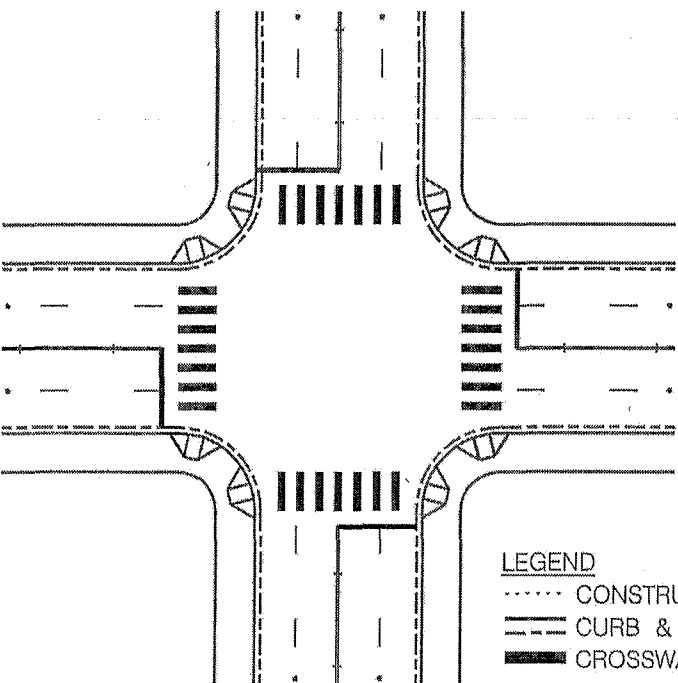
CASE 1 – SINGLE RAMP ORTHOGONAL

CASE 2 – SINGLE RAMP SKEWED



CASE 3 – DUAL RAMP ORTHOGONAL

CASE 4 – DUAL RAMP SKEWED



LEGEND

- CONSTRUCTION LINE
- CURB & GUTTER
- ▬ CROSSWALK BAR (24" WIDE)

SHEET 2 OF 3

| REVISION | BY | APPROVED | DATE |
|----------|----|---------------|-------|
| ORIGINAL | JF | J. NAGELVOORT | 02/15 |
| | | | |
| | | | |
| | | | |

CITY OF SAN DIEGO – STANDARD DRAWING

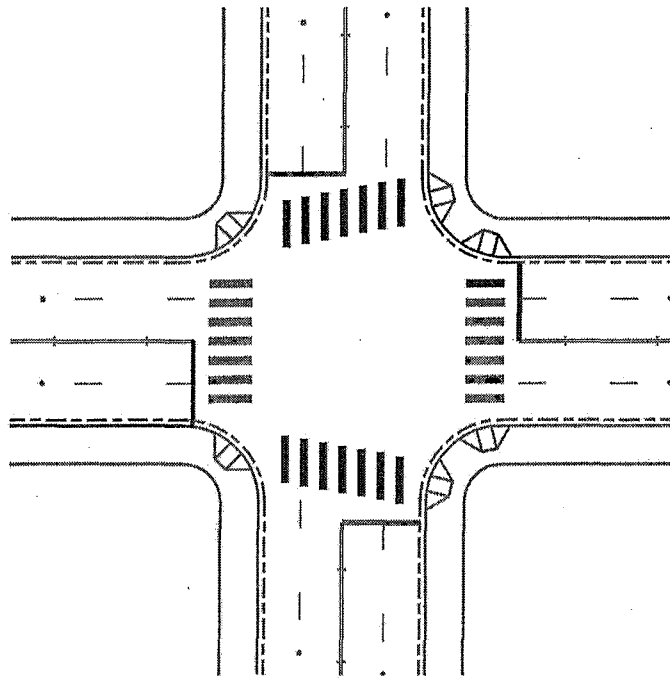
CONTINENTAL CROSSWALK MARKINGS LAYOUT AND NOTES

RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE

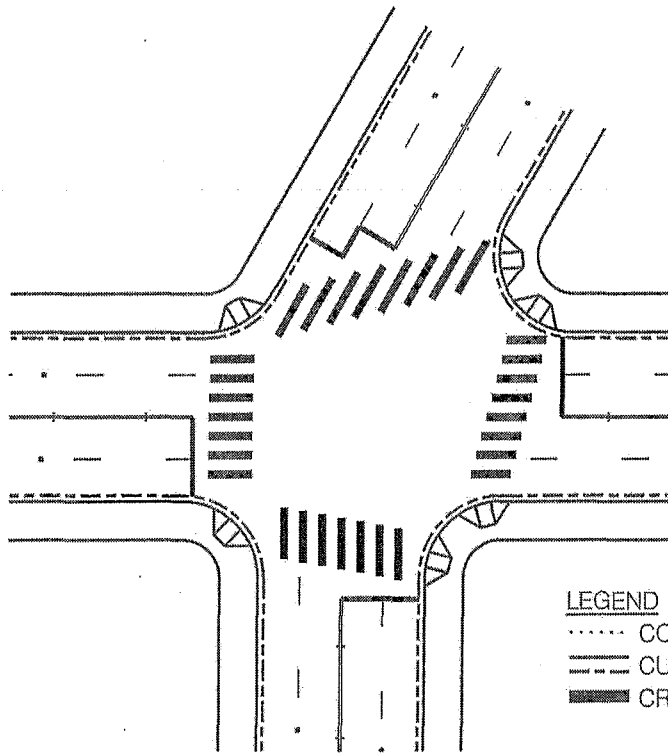
CR Brungo 2/5/2015
 COORDINATOR R.C.E. 68523 DATE

DRAWING NUMBER **SDM-116**

CASE 5 – DUAL AND SINGLE RAMP ORTHOGONAL



CASE 6 – DUAL AND SINGLE RAMP SKEWED



- LEGEND**
- CONSTRUCTION LINE
 - CURB & GUTTER
 - █ CROSSWALK BAR (24" WIDE)

SHEET 3 OF 3

| REVISION | BY | APPROVED | DATE |
|----------|----|---------------|-------|
| ORIGINAL | JF | J. NAGELVOORT | 02/15 |
| | | | |
| | | | |
| | | | |

CITY OF SAN DIEGO – STANDARD DRAWING

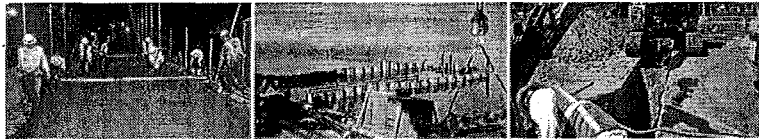
CONTINENTAL CROSSWALK MARKINGS LAYOUT AND NOTES

RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE

Chungra 2/5/2015
 COORDINATOR R.R. 55523 DATE

DRAWING NUMBER **SDM-116**

APPENDIX H
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

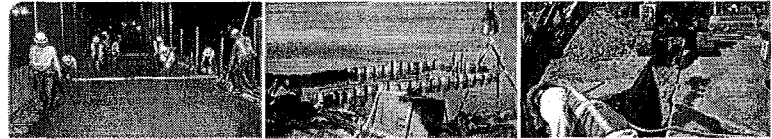
- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

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

ATTACHMENT F

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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 Wier Construction Corp., herein called "Contractor" for construction of **Phase II Palm Avenue Roadway Improvements from West of Beyer Way to East of Beyer Way**; Bid No. **K-16-1413-DBB-3**; in the amount of ONE MILLION TWENTY TWO THOUSAND FOUR HUNDRED TWELVE AND 95/100 (\$1,022,412.95) which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Phase II Palm Avenue Roadway Improvements from West of Beyer Way to East of Beyer Way**, on file in the office of the Public Works Department as Document No.S-00913, 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 **Phase II Palm Avenue Roadway Improvements from West of Beyer Way to East of Beyer Way**, Bid Number **K-16-1413-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By 

By 

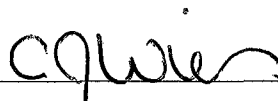
Print Name: Eleida Felix Yackel
Senior Contract Specialist
Public Works Department

Print Name: RYAN P. GERRITY
Deputy City Attorney

Date: 5/23/14

Date: 5/24/14

CONTRACTOR

By 

Print Name: Cathy J Wier

Title: President

Date: 5-12-2014

City of San Diego License No.: B1994001930

State Contractor's License No.: 481419

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000025313

CERTIFICATIONS AND FORMS

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

Bidder's General Information

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

AFFIDAVIT OF DISPOSAL

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

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

(Name of Project or Task)

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

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

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

Dated this _____ DAY OF _____, _____.

Contractor

by

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

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

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

Material Description:

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

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

City of San Diego
Public Works Department, Field Division

NOTICE OF MATERIALS TO BE USED

To: _____ Date: _____, 20____
 Resident Engineer

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

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

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

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

Distribution:

Supplier

Yours truly,

 Signature of Supplier

 Address

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *****

TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY

SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

| ADDITIVE/ DEDUCTIVE ALTERNATE | NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB | WHERE CERTIFIED | CHECK IF JOINT VENTURE PARTNERSHIP |
|-------------------------------------|--|----------------------------|---------------------------------|-----------------|-----------------------------------|---|--------------------|---|
| | Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____ | | | | | | | |
| | Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____ | | | | | | | |

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

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

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

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

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

ELECTRONICALLY SUBMITTED FORMS

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

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

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

B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS

C. EQUAL BENEFITS ORDINANCE - CERTIFICATION OF COMPLIANCE

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That Wier Construction Corporation as Principal, and
SureTec Insurance Company as Surety, are

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

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

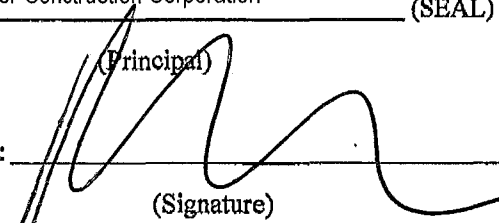
Phase II Palm Avenue Roadway Improvements from West of Beyer Way to East of Beyer Way, K-16-1413-DBB-3
Bid Date: April 21, 2016

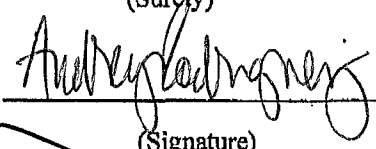
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes 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 April day of 14, 2016

Wier Construction Corporation (SEAL)

SureTec Insurance Company (SEAL)

(Principal)
By: 
(Signature)

(Surety)
By: 
(Signature)
Audrey Rodriguez, Attorney-In-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On April 14, 2016 before me, B. Lafrenz, Notary Public
(Here insert name and title of the officer)

personally appeared Audrey Rodriguez,
 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.

B. Lafrenz
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Larry D. Cogdill, Michael W. Thomas, Brooke Lafrenz, Gladys Rogers, Audrey Rodriguez

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 05/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

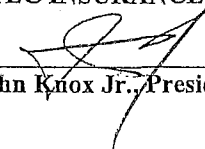
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

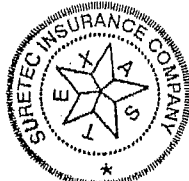
Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

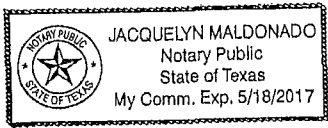
SURETEC INSURANCE COMPANY

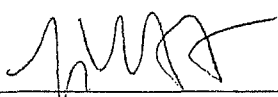
By: 
John Knox Jr., President



State of Texas ss:
County of Harris

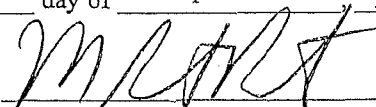
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 14th day of April, 2016, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

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.

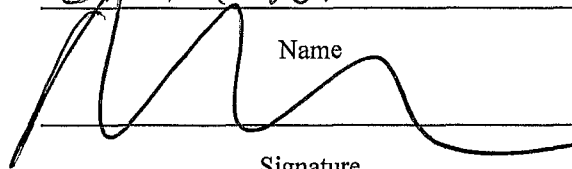


The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that 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: WIER CONSTRUCTION CORP

Certified By BRIAN WIER Title V.P

 Name
Date 4-22-16
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: WIER CONSTRUCTION CORP | Contact Name: ALAN NICHOLS |
| Company Address: 16884 OLD SURVEY RD ESCONDIDO CA 92025 | Contact Phone: 760 743 6776 |
| | Contact Email: ALAN@WIERCONSTRUCTION.COM |

| CONTRACT INFORMATION | |
|--|---------------------------|
| Contract Title: P411 PALM AVE | Start Date: 6-1-16 |
| Contract Number (if no number, state location): S-00913 | End Date: 2-17 |

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.

BRIAN WIER VP _____ **4-22-16**
Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY

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

(Rev 02/15/2011)

Bid Results for Project Phase II Palm Avenue Roadway Improvements from West of Beyer Way to East of Beyer Way (K-16-1413-DBB-3)

Issued on 03/22/2016

Bid Due on April 25, 2016 2:00 PM (Pacific)

Exported on 04/26/2016

| VendorID | Company Name | Address | City | ZipCode | Country | Contact | Phone | Fax | Email | Vendor Type |
|----------|-------------------------------|---------------------|-----------|---------|---------------|--------------|--------------|--------------|---------------------------|---------------------------------|
| 309050 | Wier Construction Corp | 6884 Old Survey Roa | Escondido | 92025 | United States | Alan Nichols | 760-743-6776 | 760-746-5224 | alan@wierconstruction.com | ELBE,PQUAL,CADIR,WBE,WOSB,Local |

| Respondee | Respondee Title | Respondee Phone | Respondee Email |
|--------------|-----------------|-----------------|---------------------------|
| ALAN NICHOLS | ESTIMATOR | 760-743-6776 | ALAN@WIERCONSTRUCTION.COM |

| Bid Format | Submitted Date | Delivery Method | Responsive | Status | Confirmation # | Ranking |
|------------|-------------------------------------|-----------------|------------|-----------|----------------|---------|
| Electronic | April 25, 2016 1:35:28 PM (Pacific) | | | Submitted | 78519 | 0 |

| Attachments | | |
|-------------|---------------|---------------------|
| File Title | File Name | File Type |
| BOND | PALM BOND.PDF | General Attachments |
| PEND ACTION | PALM PEND.PDF | General Attachments |
| EOCP | PALM EOCP.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 | \$17,550.00 | \$17,550.00 |
| 2 | Main Bid | 238990 | Video Recording of Pre-existing Conditions | LS | 1 | \$1,950.00 | \$1,950.00 |
| 3 | Main Bid | 237310 | Traffic Control | LS | 1 | \$28,600.00 | \$28,600.00 |
| 4 | Main Bid | 237310 | Flashing Arrow Boards | LS | 1 | \$9,750.00 | \$9,750.00 |
| 5 | Main Bid | 238210 | Relocate Traffic Sign and Install New Post | EA | 3 | \$292.50 | \$877.50 |
| 6 | Main Bid | | Field Orders - Type II | AL | 1 | \$68,000.00 | \$68,000.00 |
| 7 | Main Bid | 238910 | Clearing & Grubbing | LS | 1 | \$29,900.00 | \$29,900.00 |
| 8 | Main Bid | 237310 | Excavate and Export (Unclassified) | CY | 40 | \$325.00 | \$13,000.00 |
| 9 | Main Bid | 237310 | Adjusting Existing Utilities to Grade | EA | 6 | \$390.00 | \$2,340.00 |
| 10 | Main Bid | 237310 | Schedule J 16" Cement Treated Base | CY | 1240 | \$85.00 | \$105,400.00 |
| 11 | Main Bid | 237310 | Cold Mill AC Pavement (3") | SF | 26500 | \$0.56 | \$14,840.00 |
| 12 | Main Bid | 237310 | Asphalt Pavement Repair | TON | 65 | \$267.80 | \$17,407.00 |
| 13 | Main Bid | 237310 | Rubber Polymer Modified Slurry Type II | TON | 60 | \$780.00 | \$46,800.00 |
| 14 | Main Bid | 237310 | 3" Inch Asphalt Concrete Overlay | TON | 480 | \$98.80 | \$47,424.00 |
| 15 | Main Bid | 237310 | Schedule J 5" Asphalt Concrete | TON | 390 | \$104.00 | \$40,560.00 |
| 16 | Main Bid | 237310 | Schedule J 14.5" Asphalt Concrete | TON | 250 | \$115.70 | \$28,925.00 |
| 17 | Main Bid | 237310 | 3" Inch Asphalt Concrete Pavement | TON | 19 | \$423.80 | \$8,052.20 |
| 18 | Main Bid | 237310 | Driveway Transition | TON | 19 | \$423.80 | \$8,052.20 |
| 19 | Main Bid | 237310 | Concrete Driveway Transition | SF | 62 | \$13.00 | \$806.00 |
| 20 | Main Bid | 237310 | Concrete Pavement at Gas Station | SF | 980 | \$18.20 | \$17,836.00 |
| 21 | Main Bid | 237310 | Bus Stop Pad | SF | 1080 | \$18.20 | \$19,656.00 |
| 22 | Main Bid | 237310 | Pavement Fabric | SY | 640 | \$9.75 | \$6,240.00 |
| 23 | Main Bid | 237110 | Curb Inlet Type B | EA | 2 | \$4,550.00 | \$9,100.00 |
| 24 | Main Bid | 237110 | Curb Inlet Type B-1 | EA | 1 | \$6,500.00 | \$6,500.00 |
| 25 | Main Bid | 237110 | Clean Out Type A | EA | 1 | \$3,640.00 | \$3,640.00 |
| 26 | Main Bid | 237310 | Relocate Sign (Gas Station) - Demolish Existing Concrete Foundation, Including Anchor Bolts | LS | 1 | \$6,500.00 | \$6,500.00 |
| 27 | Main Bid | 237310 | Construct New Foundation Supporting Relocated Gas Station Sign, Including Anchor Bolts | LS | 1 | \$3,250.00 | \$3,250.00 |
| 28 | Main Bid | 238110 | Gravity Retaining Wall Type "A" | LF | 57 | \$65.00 | \$3,705.00 |
| 29 | Main Bid | 238110 | Gravity Retaining Wall Type "B" | LF | 55 | \$65.00 | \$3,575.00 |
| 30 | Main Bid | 237310 | 6" Curb Behind Sidewalk | LF | 214 | \$27.30 | \$5,842.20 |
| 31 | Main Bid | 237310 | 6" Concrete Curb Type "B-4" | LF | 12 | \$65.00 | \$780.00 |
| 32 | Main Bid | 237310 | Asphalt Concrete Dike, Type "A" | LF | 26 | \$106.60 | \$2,771.60 |
| 33 | Main Bid | 237310 | Contractor Date Stamp and Impressions | EA | 3 | \$390.00 | \$1,170.00 |
| 34 | Main Bid | 237310 | Curb & Gutter Type "H" | LF | 1100 | \$32.50 | \$35,750.00 |
| 35 | Main Bid | 237310 | Median Curb Type "B-1" | LF | 683 | \$27.30 | \$18,645.90 |

| | | | | | | | |
|----|----------|--------|--|-----|------|-----------------|-----------------------|
| 35 | Main Bid | 237310 | Commercial Concrete Driveway | SF | 2070 | \$10.40 | \$21,528.00 |
| 36 | Main Bid | 237310 | Colored Stamped PCC Raised Median with 2" Sand Fill | SF | 1010 | \$13.00 | \$13,130.00 |
| 37 | Main Bid | 237310 | Sidewalk | SF | 6320 | \$5.20 | \$32,864.00 |
| 38 | Main Bid | 237310 | Lighting Area | SF | 36 | \$5.20 | \$187.20 |
| 39 | Main Bid | 237310 | Concrete Steps | CY | 4 | \$780.00 | \$3,120.00 |
| 40 | Main Bid | 237310 | New Handrail to Match Exist. and per SDM-118 | LS | 1 | \$7,800.00 | \$7,800.00 |
| 41 | Main Bid | 237310 | Curb Ramp Type "A" with Stainless Steel Detectable Warning Tiles | EA | 4 | \$3,445.00 | \$13,780.00 |
| 42 | Main Bid | 237310 | Curb Ramp Type "C1" with Stainless Steel Detectable Warning Tiles | EA | 1 | \$3,445.00 | \$3,445.00 |
| 43 | Main Bid | 237310 | Curb Ramp Type "C2" with Stainless Steel Detectable Warning Tiles | EA | 2 | \$3,445.00 | \$6,890.00 |
| 44 | Main Bid | 238990 | Install New 6' Chain Link Fence | LF | 85 | \$105.95 | \$9,005.75 |
| 45 | Main Bid | 238990 | Install New 6' Chain Link Fence Double Swing Gate (24') | EA | 1 | \$6,216.60 | \$6,216.60 |
| 46 | Main Bid | 238990 | Install New 6' Chain Link Fence Pedestrian Swing Gate (4') | EA | 1 | \$3,666.00 | \$3,666.00 |
| 47 | Main Bid | 238990 | Install New 3' Green Vinyl Coated (1-1/4" no climb) Chain Fence in Median | LF | 50 | \$105.95 | \$5,297.50 |
| 48 | Main Bid | 238990 | Install New 6' Green Vinyl Coated (1-1/4" no climb) Chain Fence in Median | LF | 190 | \$105.95 | \$20,130.50 |
| 49 | Main Bid | 237110 | 3-inch Sidewalk Underdrain | EA | 2 | \$1,560.00 | \$3,120.00 |
| 50 | Main Bid | 237110 | 18-inch RCP Storm Drain | LF | 19 | \$260.00 | \$4,940.00 |
| 51 | Main Bid | 237110 | Concrete Pipe Collar | EA | 2 | \$1,950.00 | \$3,900.00 |
| 52 | Main Bid | 237110 | Imported Backfill | TON | 5 | \$65.00 | \$325.00 |
| 53 | Main Bid | 237110 | Video Inspecting Pipelines and Culverts for Acceptance | LS | 1 | \$1,950.00 | \$1,950.00 |
| 54 | Main Bid | 238210 | Traffic Signal Modification & Street Light System at Palm Ave /Beyer Wy | LS | 1 | \$193,849.50 | \$193,849.50 |
| 55 | Main Bid | 238210 | Relocate Light (Gas Station) | LS | 1 | \$1,950.00 | \$1,950.00 |
| 56 | Main Bid | 561730 | Relocate Irrigation System and Replace Landscaping | LS | 1 | \$6,760.00 | \$6,760.00 |
| 57 | Main Bid | 541370 | Survey Monument | EA | 2 | \$3,900.00 | \$7,800.00 |
| 58 | Main Bid | 237310 | Furnish and Install Painting, Striping, Removal Conflicting Striping and Painted Pavement Markings, and Paint Curbs, Stencil Letter on Curbs | LS | 1 | \$8,053.50 | \$8,053.50 |
| 59 | Main Bid | 237310 | Furnish and Install Thermoplastic Traffic Striping and Pavement Markings Removal of Conflicting Striping and Markings | LS | 1 | \$4,056.00 | \$4,056.00 |
| 60 | Main Bid | 237310 | Continental Crosswalk | SF | 1700 | \$3.90 | \$6,630.00 |
| 61 | Main Bid | 541330 | Water Pollution Control Program Development | LS | 1 | \$975.00 | \$975.00 |
| 62 | Main Bid | 237990 | Water Pollution Control Program Implementation | LS | 1 | \$3,900.00 | \$3,900.00 |
| | | | | | | Subtotal | \$1,022,412.95 |
| | | | | | | Total | \$1,022,412.95 |

| Subcontractors | | | | | | | | | |
|------------------------------|---------------------|-------------|--------------|---------------------------|-------------------|---------------------|---------------|---------|---------------|
| Name | Description | License Num | Amount | Type | Address | Address 2 | City | ZipCode | Country |
| SealRight Paving | PAVING | 364113 | \$198,836.00 | NAT,MALE,PQUAL, MBE,CADIR | 9053 Olive Dr. | | Spring Valley | 91977 | United States |
| Inline Fence | FENCING | 769516 | \$40,089.00 | | PO Box 2637 | | Ramona | 92065 | United States |
| HMS Construction Inc. | SIGNALS | 765590 | \$149,115.00 | CAU,MALE,PQUAL | 2885 Scott Street | | Vista | 92081 | United States |
| American Asphalt South, Inc. | RPMS | 784969 | \$34,827.00 | CAU,MALE,PQUAL, CADIR | PO Box 310036 | 14436 Santa Ana Ave | Fontana | 92331 | United States |
| Solid Structures, Inc. | CONCRETE STRUCTURES | 758791 | \$14,800.00 | ELBE | P.O.Box 848 | | La Mesa | 91944 | United States |
| Statewide Stripes, Inc. | STRIPING | 788286 | \$15,089.00 | | PO BOX 600710 | | San Diego | 92160 | United States |

| |
|-------------------------------|
| Prime Self Performance |
| 55.72% |

City of San Diego

CITY CONTACT: Rosa Riego, Contract Specialist, Email: Rriego@sandiego.gov

Phone No. (619) 533-3426, Fax No. (619) 533-3633

ADDENDUM "B"

 **e - Bidding** FOR



Phase II Palm Avenue Roadway Improvements from West of Beyer Way to East of Beyer Way

| | |
|----------------------|-----------------|
| BID NO.: | K-16-1413-DBB-3 |
| SAP NO. (WBS/IO/CC): | S-00913 |
| CLIENT DEPARTMENT: | 1108 |
| COUNCIL DISTRICT: | 8 |
| PROJECT TYPE: | ID |

BID DUE DATE:

2:00 PM

APRIL 25, 2016

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDING DOCUMENTS

1. To Cover page, **DELETE** in its entirety and **SUBSTITUTE** with page 3 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *April 18, 2016*
San Diego, California

JN/AJ/egz

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Rosa Riego, Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633
A.Sleiman/AJaro/egz

BIDDING DOCUMENTS



FOR

Phase II Palm Avenue Roadway Improvements from West of Beyer Way to East of Beyer Way

BID NO.: _____ K-16-1413-DBB-3
SAP NO. (WBS/IO/CC): _____ S-00913
CLIENT DEPARTMENT: _____ 1108
COUNCIL DISTRICT: _____ 8
PROJECT TYPE: _____ ID

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

**2:00 PM
APRIL 25, 2016
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

City of San Diego

CITY CONTACT: Rosa Riego, Contract Specialist, Email: Rriego@sandiego.gov

Phone No. (619) 533-3426, Fax No. (619) 533-3633

ADDENDUM "A"

 **e - Bidding** FOR



Phase II Palm Avenue Roadway Improvements from West of Beyer Way to East of Beyer Way

| | |
|----------------------|-----------------|
| BID NO.: | K-16-1413-DBB-3 |
| SAP NO. (WBS/IO/CC): | S-00913 |
| CLIENT DEPARTMENT: | 1108 |
| COUNCIL DISTRICT: | 8 |
| PROJECT TYPE: | ID |

BID DUE DATE:

2:00 PM

APRIL 25, 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 Engineers:

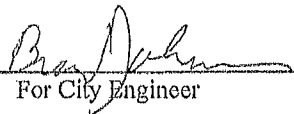


1) Registered Engineer

4/13/16
Date

Seal:

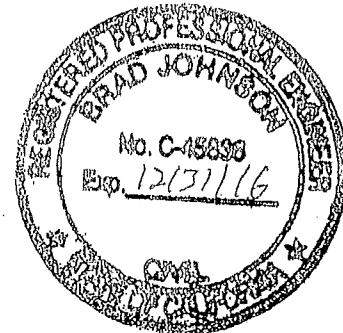




2) For City Engineer

4/14/16
Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. NOTICE INVITING BIDS

1. To Item 3, Estimated Construction Cost, DELETE in its entirety and SUBSTITUTE with the following:
 3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,004,000.00.**

C. PLANS

1. To Plan set, Drawings numbered **37153-01-D** through **37153-16-D**, ADD "Plan Sheet, Drawing number 37153-17-D" of this Addendum.

D. ADDITIONAL CHANGES

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

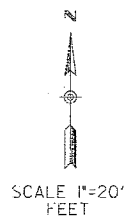
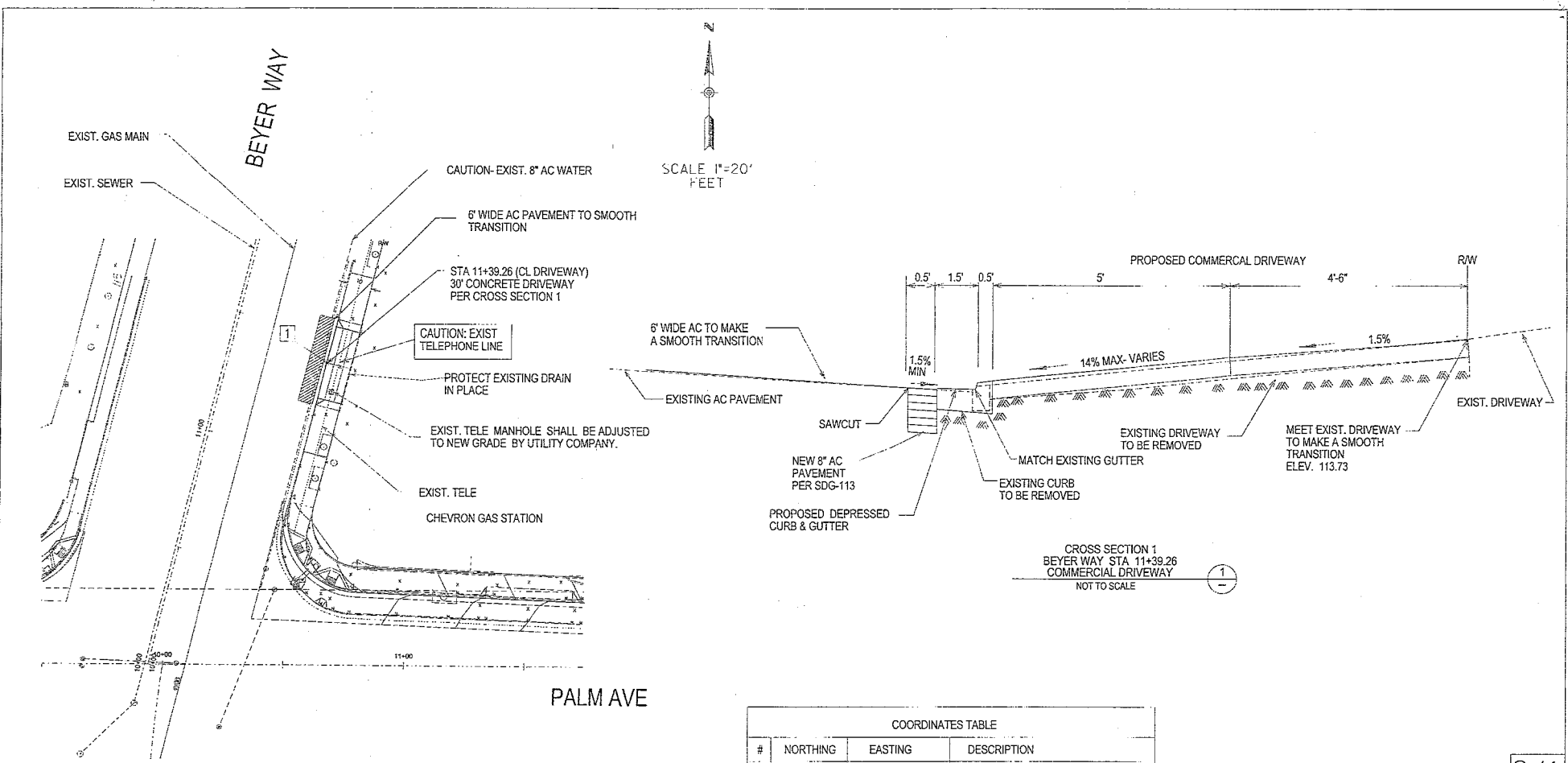
The following changes have been made in the Line Items Tab in PlanetBids:

| Quantity | Unit of Measure | Item Description | Reference |
|----------------------------------|-----------------|---|-----------|
| 1,600 <u>2,070</u> | SF | Commercial Concrete Driveway | 303-5.9 |
| 17 <u>19</u> | TON | 3" Inch Asphalt Concrete Pavement Driveway Transition | 302-5.9 |

James Nagelvoort, Director
Public Works Department

Dated: *April 15, 2016*
San Diego, California

JN/AJ/egz



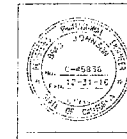
COORDINATES TABLE

| # | NORTHING | EASTING | DESCRIPTION |
|---|------------|------------|--------------------------------|
| 1 | 1793297.70 | 6311606.94 | CL DRIVEWAY AT EXISTING GUTTER |

- GENERAL DRIVE NOTES**
- EXISTING TELEPHONE MANHOLE LID SHALL BE ADJUSTED TO NEW GRADE BY UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE WORK AND SCHEDULE FOR THE WORK TO BE DONE.
 - FOR WORK ON THIS SHEET, THE PREPARATION AND IMPLEMENTATION OF TRAFFIC CONTROL WORK ON THIS SHEET SHALL BE INCLUDED AS PART OF TRAFFIC CONTROL.
 - CONTRACTOR SHALL PROTECT WATERMANS AT ALL TIMES.

| | | | |
|------|-------------|----|---------|
| DATE | DESCRIPTION | BY | CHECKED |
| | | | |

**CITY OF SAN DIEGO
PUBLIC WORKS PROJECT**



**STREET IMPROVEMENTS
PHASE II PALM AVE ROADWAY IMPROVEMENTS
BEYER WAY**

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT

PROJECT NO. 37153
DATE: 11/16/16

DESIGNED BY: ALEX VALERIAN
CHECKED BY: [Signature]
DATE COMPLETED: 11/16/16

37153-17-D