

**Cit**

Atlas Development  
Mr. Mark Atefi, President  
991C Lomas Santa Fe Dr. #115  
Solana Beach, CA 92075

**50**

CONTRACTOR'S NAME: \_\_\_\_\_

P: (619) 200-0902 F: (858) 350-9337

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

CITY CONTACT: Eleida Felix Yackel, Contract Specialist, Email: Efelixyackel@sandiego.gov

Phone No. (619) 533-3449 - Fax No. (619) 533-3633

NABERRA / BDORINGO / LS

# CONTRACT DOCUMENTS



## FOR

## ORIGINAL

### PARK BOULEVARD AND CYPRESS AVENUE POP-OUTS AND LIGHTED CROSSWALK

VOLUME 1 OF 2

BID NO.: \_\_\_\_\_ L-14-5605-DBB-1

SAP NO. (WBS/IO/CC): \_\_\_\_\_ B-00994

CLIENT DEPARTMENT: \_\_\_\_\_ 2113

COUNCIL DISTRICT: \_\_\_\_\_ 3

PROJECT TYPE: \_\_\_\_\_ IM

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

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

**BID DUE DATE:**

**1:30 PM**

**OCTOBER 24, 2013**

**CITY OF SAN DIEGO**

**PUBLIC WORKS CONTRACTING GROUP**

**1010 SECOND AVENUE, 14<sup>TH</sup> FLOOR, MS 614C**

**SAN DIEGO, CA 92101**

# ENGINEER OF WORK

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

A. Palaseyed  
For City Engineer

7/24/13  
Date

Seal:



**JANIGIRO**

## TABLE OF CONTENTS

1. NOTICE INVITING BIDS.....	4
2. CONTRACT FORMS AGREEMENT .....	17
3. CONTRACT/AGREEMENTS ATTACHMENTS:	
1. Performance Bond and Labor and Materialmen’s Bond .....	21
2. Drug-Free Workplace Certificate .....	23
3. American with Disabilities Act (ADA) Compliance Certificate.....	24
4. Contractor Standards - Pledge of Compliance Certificate.....	25
5. Affidavit of Disposal Certificate .....	26
6. Materials and Workmanship Compliance .....	27
7. Notice of Materials to Be Used .....	28
8. SUPPLEMENTARY SPECIAL PROVISIONS .....	29
9. SUPPLEMENTARY SPECIAL PROVISIONS - APPENDICES:	
A. Notice of Exemption.....	39
B. Fire Hydrant Meter Program .....	41
C. Materials Typically Accepted by Certificate of Compliance .....	55
D. Sample City Invoice .....	57
E. Location Map.....	59

# CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

1. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.

2. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **PARK BOULEVARD AND CYPRESS AVENUE POP-OUTS AND LIGHTED CROSSWALK** (Project).

3. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

The work consists of installing a lighted crosswalk, concrete pop-outs, pedestrian ramps and curb and gutter.

3.1. The Work shall be performed in accordance with:

3.1.1. This Notice Inviting Bids and Plans numbered **36612-1-D** through **36612-6-D** and **36612-T01-D** through **36612-T04-D**, inclusive

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. **EQUAL OPPORTUNITY**

5.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their 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.

**6. SUBCONTRACTING PARTICIPATION PERCENTAGES.**

- 6.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
- 6.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

**Total voluntary subcontractor participation percentage for this project is 33.0%.**

**7. PRE-BID MEETING:**

- 7.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 92101 at **10:00 A.M., on October 1<sup>st</sup>, 2013.**
- 7.2. All potential bidders are encouraged to attend.

7.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

**8. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**

8.1. **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>.

8.2. 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.

9. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$234,000**.

10. **LOCATION OF WORK:** The location of the Work is Park Boulevard and Cypress Avenue Intersection.

11. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **60 Working Days**.

12. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

12.1. The City has determined the following licensing classification for this contract:

- **CLASS A**

13. **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.

14. **PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract.

14.1. **STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.**

14.1.1. In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is



to be performed. Copies of the prevailing rate of per diem wages may be found at [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.

**14.1.2.** Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.

**14.1.3.** The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said 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 Department of Industrial Relations, 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.

**14.1.4.** The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

**15. INSURANCE REQUIREMENTS:**

**15.1.** 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.

**15.2.** 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.

**16. PREQUALIFICATION OF CONTRACTORS:**

**16.1.** Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of 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 will be deemed **non-responsive** and ineligible for award. Complete information and prequalification questionnaires are available at:

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

**16.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracting Group, Prequalification Program, 1010 Second Avenue, Suite 1400, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).

**17. 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: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

**18. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment 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 on the form provided for this purpose in the Bid.

**19. 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.

**20. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.

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

**22. AWARD PROCESS:**

- 22.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 22.2.** 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.
- 22.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

**23. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.

**24. 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 Contracting Group.

**25. SUBMISSION OF QUESTIONS:**

**25.1.** 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 Contracting Group  
1010 Second Avenue, 14<sup>th</sup> Floor  
San Diego, California, 92101  
Attention: [Contract Specialist listed on the front cover hereof]

OR:

Email address of the Contract Specialist listed on the front cover hereof.

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

**26. ELIGIBLE BIDDERS:** 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.

27. **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 with the Notice Inviting Bids and Contract forms.
28. **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 28.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 28.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 28.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 28.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
29. **BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 29.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- 29.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may

suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

- 29.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

**30. AWARD OF CONTRACT OR REJECTION OF BIDS:**

- 30.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 30.2. Bidders shall complete the entire Bid schedule (also referred to as “schedule of prices” or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 30.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 30.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 30.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written “Notice of Intent to Protest” including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City’s announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, “Protests of Contract Award.”
- 30.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 30.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 30.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

**31. BID RESULTS:**

- 31.1. The Bid opening by the City 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 public announcement will be posted in

the City's web page: <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.

- 31.2. To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

**32. THE CONTRACT:**

- 32.1. 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.
- 32.2. 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.
- 32.3. 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.
- 32.4. 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.
- 32.5. 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. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

33. **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.

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

- 34.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 34.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 34.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 34.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 34.5.** 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.
- 34.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 34.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

**35. PRE-AWARD ACTIVITIES:**

- 35.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
- 35.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

**36. REQUIRED DOCUMENT SCHEDULE:**

- 36.1.** The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.
- 36.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

<http://www.sandiego.gov/eoc/forms/index.shtml>

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
7.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance



**CONTRACT FORMS**  
**AGREEMENT**

## CONTRACT FORMS AGREEMENT

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### CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and \_\_\_\_\_ Atlas Development \_\_\_\_\_, herein called "Contractor" for construction of **Park Boulevard and Cypress Avenue Pop-Outs and Lighted Crosswalk**; Bid No. **L-14-5605-DBB-1**; in the amount of Two Hundred Thirty Thousand and Eight Hundred Sixty-Nine Dollars and Fifteen Cents (\$ 230,869.15), 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 Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled **Park Boulevard and Cypress Avenue Pop-outs and Lighted Crosswalk**, on file in the Public Works Department as Document No. **B-00994**, 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 **Park Boulevard and Cypress Avenue Pop-outs and Lighted Crosswalk**, Bid No. **L-14-5605-DBB-1**, 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 FORMS (continued)

AGREEMENT

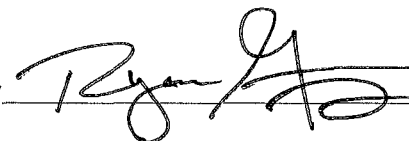
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 (d) authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By 

By 

Print Name: Stephen Samara  
Senior Contract Specialist  
Public Works Contracting Group

Print Name: RYAN P. GERRITY  
Deputy City Attorney

Date: 1/21/14

Date: 1/16/2014

CONTRACTOR

By 

Print Name: Mark Atefi

Title: President

Date: 11/18/13

City of San Diego License No.: 2010 000550

State Contractor's License No.: 858038

**CONTRACT/AGREEMENT**  
**ATTACHMENTS**

**CONTRACT ATTACHMENT  
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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

Atlas Development Corporation, a corporation, as principal, and Great American Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Two Hundred Thirty Thousand and Eight Hundred Sixty-Nine Dollars and Fifteen Cents (\$ 230,869.15), for the faithful performance of the annexed contract, and in the sum of Two Hundred Thirty Thousand and Eight Hundred Sixty-Nine Dollars and Fifteen Cents (\$ 230,869.15), for the benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract Park Boulevard and Cypress Avenue Pop-outs and Lighted Crosswalk, Bid Number L-14-5605-DBB-1, 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. 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.

**CONTRACT ATTACHMENT (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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

Dated November 19, 2013

Approved as to Form and Legality

Atlas Development Corporation  
Principal

By M. Atefi

Mark Atefi  
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By [Signature]  
Deputy City Attorney

Great American Insurance Company  
Surety

By [Signature]  
Tara Bacon, Attorney-in-fact

Approved: [Signature]

750 The City Drive South, Suite 470  
Local Address of Surety

By Stephen Samara  
Senior Contract Specialist  
Public Works Contracting Group

Orange, CA 92868  
Local Address (City, State) of Surety

(800) 531-7512  
Local Telephone No. of Surety

Premium \$ 4,317.00

Bond No. 2119145

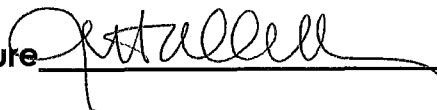
## ACKNOWLEDGMENT

State of California  
County of San Diego

On November 19, 2013 before me, Maria Hallmark, Notary Public, personally appeared Tara Bacon, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 



(Seal)

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 14839

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DALE G. HARSHAW	KYLE KING	ALL OF
GEOFFREY SHELTON	JOHN R. QUALIN	SAN DIEGO,
TARA BACON	CALIFORNIA	\$75,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of APRIL 2013  
Attest GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

*David C. Kitchen*  
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of APRIL, 2013, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-16

*Karen L. Grosheim*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 19<sup>th</sup> day of November, 2013.



*Stephen C. Beraha*  
Assistant Secretary



# CONTRACTOR CERTIFICATION

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## DRUG-FREE WORKPLACE

**PROJECT TITLE:** Park Boulevard and Cypress Avenue Pop-outs and Lighted Crosswalk

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;

Atlas Development  
(Name under which business is conducted)

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.

Signed M Atafi

Printed Name Mark Atafi

Title President

# CONTRACTOR CERTIFICATION

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## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

**PROJECT TITLE:** Park Boulevard and Cypress Avenue Pop-outs and Lighted Crosswalk

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;

Atlas Development  
(Name under which business is conducted)

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.

Signed M Atefi

Printed Name Mark Atefi

Title President

# CONTRACTOR CERTIFICATION

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## CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

**PROJECT TITLE:** Park Boulevard and Cypress Avenue Pop-outs and Lighted Crosswalk

I declare under penalty of perjury that I am authorized to make this certification on behalf of \_\_\_\_\_, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, 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 § 22.3224.

Dated this 22 Day of November 2013.

Signed M. Atefi

Printed Name Mark Atefi

Title President

**AFFIDAVIT OF DISPOSAL**

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

**Park Boulevard and Cypress Avenue Pop-outs and Lighted Crosswalk**

(Name of Project)

as particularly described in said contract and identified as Bid No. **L-14-5605-DBB-1**; SAP No. (WBS/IO/CC) **B-00994** 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 \_\_\_\_\_, \_\_\_\_\_, 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  
Engineering and Capital Projects, Field Division**

**NOTICE OF MATERIALS TO BE USED**

To: \_\_\_\_\_  
Resident Engineer

Date: \_\_\_\_\_, 20\_\_

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.

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

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

Phone Number: \_\_\_\_\_

**SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

## **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**

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#### **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.

### **SECTION 4 – CONTROL OF MATERIALS**

#### **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 later than 5 Working Days after the determination of the Apparent Low Bidder** and on a City form when provided by the City.

### **SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR**

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

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



**7-3.1**

**Policies and Procedures.**

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**7-3.2**

**Types of Insurance.**

**7-3.2.1**

**Commercial General Liability Insurance.**

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

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

7-3.2.2

**Commercial Automobile Liability Insurance.**

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

7-3.3

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

7-3.3.1

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

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

7-3.4

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

7-3.5

**Policy Endorsements.**

7-3.5.1

**Commercial General Liability Insurance**

7-3.5.1.1

**Additional Insured.**

- a) You must 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 must 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 must 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 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

- 7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.
- 7-3.5.1.3 Project General Aggregate Limit.**
- The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.
- 7-3.5.2 Commercial Automobile Liability Insurance.**
- 7-3.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- 7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- 7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- 7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- 7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:
- 7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.**
1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

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

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

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

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

**7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplements, 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.

#### **SECTION 8 – FACILITIES FOR AGENCY PERSONNEL**

**8-2 FIELD OFFICE FACILITIES.** To the City Supplement, DELETE in its entirety.

#### **SECTION 9 – MEASUREMENT AND PAYMENT**

**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 200 - ROCK MATERIALS**

**200-2.1 General.** ADD the following:

4" PCC/4" Class 2 Base. Base material shall conform to 3/4" crushed aggregate base or 3/4" Class 2 aggregate base, per Caltrans Standard Specifications (current edition). A minimum of 4" Class 2 base shall be used under all sidewalks and driveway.

## SECTION 203 – BITUMINOUS MATERIALS

**203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS).** To the City Supplement, ADD the following:

RPMS shall be used on this contract.

## SECTION 300 - EARTHWORK

**300-1 CLEARING AND GRUBBING.**

**300-1.1 General.** ADD the following:

Clearing and grubbing shall consist of site demolition including landscaping, removal and disposal of existing trees, removal and resetting of any site furnishing and disposal of any objectionable materials within the limits of construction in accordance with the provisions of Section 300-1, "CLEARING AND GRUBBING," of the Standard Specifications and in accordance with the plans with these Special Provisions and as directed by the Resident Engineer, except as designated in other items of work.

In addition to the above items, clearing and grubbing shall include, but not limited to removal and disposal of all items within the project limits and the following items as shown on the plans or specified in these Special Provisions which are not covered under a separate bid item:

Removal and disposal of pipe, ditches, protection posts, guardrail, inlets, trees, stairways, and any additional items not specifically mentioned which may be found within the work limits.

Preservation of historic concrete stamps per the applicable standard drawings. Cutting and removal of all buried railroad tracks and ties within the pavement removal limits.

Utility Services: Remove existing utility services only after temporary or permanent bypasses are in place as indicated or as specified herein, and as approved by the appropriate utility agency.

Utilities and Related Equipment: Remove existing utilities as indicated and terminate in a manner conforming to the nationally recognized code covering the specified utility and satisfactory to the Resident Engineer. Dispose of utility lines encountered that are not shown on the drawings in accordance with instructions of the Resident Engineer.

**300-1.3.2 Requirements.** ADD the following:

- (e) Remove concrete and asphaltic concrete paving as indicated to a depth as indicated. For bid purposes, the existing street section on Park Boulevard is assumed to be 7½ - inch AC over subgrade. The existing street paving section shall be removed to a depth of 16-inch below proposed street grade to allow for the proposed section.

- (f) Steel trolley tracks and ties existing under Park Boulevard and shall be cut and removed with the street section. No separate payment shall be made for tracks onr ties removal.

**300-1.4** **PAYMENT.** DELETE in its entirety and ADD the following:

All costs associated with clearing and grubbing shall be included in the lump sum bid price and include the complete removal and disposal of all items of work not included in any separate bid item, including landscape removal, protection, replacement and repair and the removal and relocation of all items designated on the plans not included in any other bid item.

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

**301-1** **SUBGRADE PREPARATION**

**301-1.7** **Payment.** ADD the following:

Payment for adjusting gate valves to grade will be made at the contract unit price for each cap adjusted to grade and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in adjusting gate valve caps to grade.

Payment for adjusting fire hydrants to grade shall be made on a per each price and shall include the removal of the existing spools to the bury ell and installation with new spools as needed to the finish grade and for all labor, materials, tools, equipment, and incidentals for performing all work involved with adjusting the fire hydrant to grade.

**SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION**

**306-22** **Pipe Fusion.** DELETE in its entirety.

**SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS**

**307-1** **INSTALLATION.**

**ADD:**

**307-1.4** **Description of Work.** The combined electrical portion of the work to be done consists of the Construction of Lighted Crosswalk at the following location: Park Boulevard and Cypress Street

Work shall include, but not be limited to, excavation and backfill, the removal, furnishing and installing of a lighted crosswalk and traffic standards, luminaires,

lamps ballasts, electrical conduits and conductors, interconnect cables, pull boxes, signal heads, pedestrian pushbuttons, electric service pedestal, audible pedestrian signals, vehicle detector loops, emergency vehicle preemption equipment, traffic signal controller and controller cabinet, and other materials not mentioned above, that are required for the operation of the system.

Remove and salvage existing equipment, remove and install traffic signs, paint new striping and place marking arrows and crosswalks, and remove striping and pavement legends as shown or noted on the plans.

All systems shall be complete and in operating condition at the time of acceptance of the contract.

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

**314-1 General.** ADD the following:

Contractor shall coordinate the removal and installation of all striping, signage, and curb markings with the Engineer and properly notice all properties prior to installation. All parking meters shall be replaced as indicated on the construction documents. Contractor shall coordinate with the Engineer regarding placement of the parking.

#### **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 an **Environmental Exemption for Park Boulevard and Cypress Avenue Pop-outs and Lighted Crosswalk**, as referenced in the Contract Appendix. You must comply with all requirements of the Environmental Exemption as set forth in the Contract Appendix A.

**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**



**APPENDIX A**  
**NOTICE OF EXEMPTION**

NOTICE OF EXEMPTION

(Check one or both)

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

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

PROJECT NO.: WBS # B-00994 PROJECT TITLE: Park Boulevard at Cypress Ave. Lighted Crosswalks and Pop-Outs

PROJECT LOCATION-SPECIFIC: The project is located at on Park Boulevard at Cypress Ave within the Greater North Park and Uptown community planning areas.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: This project proposes to install at the intersection a lighted crosswalk, four concrete pop-outs, associated curb ramps, curb and gutter, and an additional 3200 sf of concrete sidewalk. Excavation will not exceed 18 inches in native soils.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Virginia Oskoui, Assistant Engineer City of San Diego, E&CP Dept 600 B Street, Suite 800 (MS 908A) San Diego, CA 92101 tel:619 533-5152

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: Section 15304(f) - 'Minor Alteration of Land'
( ) STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The project is limited to the installation of a lighted crosswalk, four concrete pop-outs, associated curb ramps, curb and gutter, and an additional 3200 sf of concrete sidewalk at the intersection of Park Boulevard and Cypress Ave. This action does not involve an expansion of use and will not result in any impacts to sensitive biological or archaeological resources. Furthermore, the project meets the criteria set forth in CEQA Section 15304 which allows for minor alteration to land; and where the exceptions listed in CEQA Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: JEAN CAMERON

TELEPHONE: (619) 446-5379

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?
(X) YES ( ) NO

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

Signature of Jean Cameron
JEAN CAMERON/SENIOR PLANNER

Sept 7, 2011
DATE

CHECK ONE:

(X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

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.)

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

- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principle 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.

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

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.

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

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.

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

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



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

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

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

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

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

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.

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

**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.

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

- 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			

<b>Fire Hydrant Meter Removal Request</b>	Requested Removal Date:
Provide Current Meter Location if Different from Above:	
Signature:	Title: Date:
Phone: ( )	Pager: ( )

City Meter	Private Meter
Contract Acct #:	Deposit Amount: <b>\$ 936.00</b> Fees Amount: <b>\$ 62.00</b>
Meter Serial #	Meter Size: <b>05</b> Meter Make and Style: <b>6-7</b>
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:					
SAP No. (WBS/IO/CC)											
City Purchase Order No.						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	%/QTY	Amount	%/QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
<b>CHANGE ORDERS</b>											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Increase bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
<b>SUMMARY</b>								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						<b>Retention and/or Escrow Payment Schedule</b>					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

**APPENDIX E**  
**LOCATION MAP**



# City of San Diego

CITY CONTACT: Eleida Felix Yackel, Contract Specialist, Email: Efelixyackel@sandiego.gov  
Phone No. (619) 533-3449 - Fax No. (619) 533-3633



## ADDENDUM "A"

## FOR

### PARK BOULEVARD AND CYPRESS AVENUE POP-OUTS AND LIGHTED CROSSWALK

BID NO.:	<u>L-14-5605-DBB-1</u>
SAP NO. (WBS/IO/CC):	<u>B-00994</u>
CLIENT DEPARTMENT:	<u>2113</u>
COUNCIL DISTRICT:	<u>3</u>
PROJECT TYPE:	<u>IM</u>

#### BID DUE DATE:

1:30 PM  
OCTOBER 24, 2013  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, SUITE 1400, 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. VOLUME 2**

1. To the COVER PAGE, **DELETE** in its entirety and **SUBSTITUTE** with page 3 of 7 of this Addendum.
2. To the BIDDING DOCUMENTS, Proposal (Bid), pages 10 through 13, **DELETE** in their entirety and **SUBSTITUTE** with page 4 of 7 through 7 of 7 of this Addendum.

Tony Heinrichs, Director  
Public Works Department

Dated: *October 18, 2013*  
San Diego, California

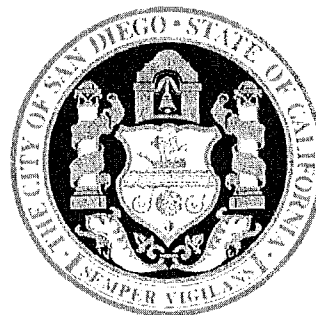
TH/BD/lis



# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Eleida Felix Yackel, Contract Specialist, Email: Efelixyackel@sandiego.gov  
Phone No. (619) 533-3449 - Fax No. (619) 533-3633  
NABERRA / BDORINGO / LS

## CONTRACT DOCUMENTS



## FOR

## PARK BOULEVARD AND CYPRESS AVENUE POP-OUTS AND LIGHTED CROSSWALK

VOLUME 2 OF 2

BID NO.: \_\_\_\_\_ **L-14-5605-DBB-1**  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ **B-00994**  
CLIENT DEPARTMENT: \_\_\_\_\_ **2113**  
COUNCIL DISTRICT: \_\_\_\_\_ **3**  
PROJECT TYPE: \_\_\_\_\_ **IM**

### THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

**THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY  
REFER TO COVER PAGE OF VOLUME 1 FOR TIME, DATE, AND LOCATION**

**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **PARK BOULEVARD AND CYPRESS AVENUE POP-OUTS AND LIGHTED CROSSWALK**, for the City of San Diego, in accordance with these contract documents for the prices listed below. 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 to Award of the Contract. 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 e.g., bond and insurance.

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension
<b>BASE BID</b>							
1	1	LS	9-3.4.1	237310	Mobilization	<del>                    </del>	\$
2	1	LS	2-4.1	524126	Bonds (Payment and Performance)	<del>                    </del>	\$
3	1	LS	7-10.2.6	237310	Traffic Control	<del>                    </del>	\$
4	1	LS	701-13.9.5	541330	Water Pollution Control Program Development	<del>                    </del>	\$
5	1	LS	701-13.9.5	237990	Water Pollution Control Program Implementation	<del>                    </del>	\$
6	1	LS	300-1.4	238910	Clear and Grubbing	<del>                    </del>	\$
7	1,730	SF	300-1.4	238910	Remove Existing PCC Sidewalk	\$	\$
8	220	LF	300-1.4	238910	Remove Existing Curb & Gutter	\$	\$
9	4,470	SF	300-1.4	238910	Remove Existing Street Section	\$	\$
10	630	SF	300-1.4	238910	Remove Existing PCC Cross Gutter	\$	\$
11	420	SF	300-1.4	238910	Remove Existing PCC Bus Pad	\$	\$
12	2	EA	300-1.4	238910	Remove & Replace Existing Electrical Pull Boxes	\$	\$
13	200	SF	300-1.4	238910	Remove & Replace Existing Lawn	\$	\$
14	5	EA	300-1.7	238910	Adjust Existing Gate Valve Caps to Grade	\$	\$

**BIDDING DOCUMENTS**

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension	
15	1	EA	300-1.7	238910	Adjust Existing Fire Hydrant to Grade	\$	\$	
16	82	TON	302-5.9	237310	Asphalt Concrete Pavement	\$	\$	
17	120	CY	301-3.3.6	237310	Cement Treated Base	\$	\$	
18	1,475	SF	302-1.12	237310	Cold Milling of AC (0" - 1 1/2")	\$	\$	
19	1,665	SF	302-1.12	237310	Cold Milling of AC (1 1/2" - 3")	\$	\$	
20	3,140	SF	302-5.9	237310	1-1/2" AC Overlay	\$	\$	
21	5,800	SF	302-4.12.4	237310	Rubber Polymer Modified Slurry Type II and Stripping	\$	\$	
22	235	LF	303-5.9	237310	4" & 6" Curb and Gutter Type 'G'	\$	\$	
23	2,320	SF	303-5.9	237310	4" PCC Sidewalk with Base	\$	\$	
24	620	SF	303-5.9	237310	PCC Cross Gutter	\$	\$	
25	810	SF	302-6.8	237310	PCC Cross Walk (9" PCC/ 6" CL2 Base)	\$	\$	
26	700	SF	302-6.8	237310	PCC Bus Pad (9" PCC/ 6" CL2 Base)	\$	\$	
27	6	EA	303-5.10.2	237310	Curb Ramp Type A w/ Stainless Steel Detectable Warning Tiles	\$	\$	
28	1	LS	307-2	238210	Lighted Cross Walk Systems	<del>\$</del>	\$	
29	1	AL	307-2	238210	SDGE Service - Type I	<del>\$</del>	\$1,200.00	
30	1	LS	314-4.3.7	237310	Signage, Striping, and Curb Markings	<del>\$</del>	\$	
31	1	AL	9-3.5		Field Orders - Type II	<del>\$</del>	\$10,000.00	
<b>ESTIMATED TOTAL BASE BID:</b>								

**BIDDING DOCUMENTS**

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TOTAL BID PRICE FOR BID (Items 1 through 31 inclusive) amount written in words:

---

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: \_\_\_\_\_

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

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

Bidder: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Signature: \_\_\_\_\_

## BIDDING DOCUMENTS

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### NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

# City of San Diego

CONTRACTOR'S NAME: Atlas Development  
ADDRESS: 991C Lomas Santa Fe Dr #115 Solana Beach  
TELEPHONE NO.: 619-200-0902 FAX NO.: 858-350-9337  
CITY CONTACT: Eleida Felix Yackel, Contract Specialist, Email: Efelixyackel@sandiego.gov  
Phone No. (619) 533-3449 - Fax No. (619) 533-3633  
NABERRA / BDORINGO / LS

## CONTRACT DOCUMENTS



## FOR

## PARK BOULEVARD AND CYPRESS AVENUE POP-OUTS AND LIGHTED CROSSWALK

VOLUME 2 OF 2

BID NO.: L-14-5605-DBB-1  
SAP NO. (WBS/IO/CC): B-00994  
CLIENT DEPARTMENT: 2113  
COUNCIL DISTRICT: 3  
PROJECT TYPE: IM

### THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY  
REFER TO COVER PAGE OF VOLUME 1 FOR TIME, DATE, AND LOCATION

# TABLE OF CONTENTS

## Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

1. Bid/Proposal.....	3
2. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 .....	7
3. Contractors Certification of Pending Actions .....	8
4. Equal Benefits Ordinance Certification of Compliance.....	9
5. Proposal (Bid).....	10
6. Form AA35 - List of Subcontractors .....	14
7. Form AA40 - Named Equipment/Material Supplier List .....	15

**BIDDING DOCUMENTS**

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**PROPOSAL**

**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.

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Signature (Given and surname) of proprietor \_\_\_\_\_
- (3) Place of Business (Street & Number) \_\_\_\_\_
- (4) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (5) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_



**BIDDING DOCUMENTS**

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**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):

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

- (3) Signature (Note: Signature must be made by a general partner)

\_\_\_\_\_

Full Name and Character of partner

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

- (4) Place of Business (Street & Number) \_\_\_\_\_
- (5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

- (1) Name under which business is conducted Atlas Development
- (2) Signature, with official title of officer authorized to sign for the corporation:

M Atefi  
\_\_\_\_\_  
(Signature)

Mark Atefi  
\_\_\_\_\_  
(Printed Name)

President  
\_\_\_\_\_  
(Title of Officer)

(Impress Corporate Seal Here)

- (3) Incorporated under the laws of the State of California
- (4) Place of Business (Street & Number) 991C Lomas Santa Fe Dr #115
- (5) City and State Solana Beach Zip Code 92075
- (6) Telephone No. 619-200-0902 Facsimile No. 858-350-9337

BIDDING DOCUMENTS

**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A

LICENSE NO. 858038 EXPIRES 4-30-15

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: mark.atefi@atlas-corp.net

**BIDDING DOCUMENTS**

**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature M. Star Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 24 DAY OF Oct., 2013.

Notary Public in and for the County of San Diego, State of California

[Signature]

(NOTARIAL SEAL)



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 ) ss.

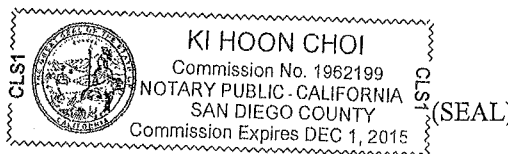
Mark Atefi, being first duly sworn, deposes and says that he or she is President of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not 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.

Signed: M Atefi

Title: President

Subscribed and sworn to before me this 24 day of Oct, 2013

[Signature]
Notary Public



**BIDDING DOCUMENTS**

---

**CONTRACTORS 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: Atlas Development

Certified By Mark Atefi Title President  
Name

M. Atefi Date 10/24/13  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**



**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **PARK BOULEVARD AND CYPRESS AVENUE POP-OUTS AND LIGHTED CROSSWALK**, for the City of San Diego, in accordance with these contract documents for the prices listed below. 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 to Award of the Contract. 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 e.g., bond and insurance.

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension
<b>BASE BID</b>							
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2	1	LS	2-4.1	524126	Bonds (Payment and Performance)	<del>                    </del>	\$ 4477.00
3	1	LS	7-10.2.6	237310	Traffic Control	<del>                    </del>	\$ 6050.00
4	1	LS	701-13.9.5	541330	Water Pollution Control Program Development	<del>                    </del>	\$ 726.00
5	1	LS	701-13.9.5	237990	Water Pollution Control Program Implementation	<del>                    </del>	\$ 1210.00
6	1	LS	300-1.4	238910	Clear and Grubbing	<del>                    </del>	\$ 1452.00
7	1,730	SF	300-1.4	238910	Remove Existing PCC Sidewalk	\$ 2.45	\$ 4238.50
8	220	LF	300-1.4	238910	Remove Existing Curb & Gutter	\$ 3.00	\$ 660.00
9	4,470	SF	300-1.4	238910	Remove Existing Street Section	\$ 2.00	\$ 8940.00
10	630	SF	300-1.4	238910	Remove Existing PCC Cross Gutter	\$ 2.90	\$ 1827.00
11	420	SF	300-1.4	238910	Remove Existing PCC Bus Pad	\$ 3.50	\$ 1470.00
12	2	EA	300-1.4	238910	Remove & Replace Existing Electrical Pull Boxes	\$ 363.00	\$ 726.00
13	200	SF	300-1.4	238910	Remove & Replace Existing Lawn	\$ 3.00	\$ 600.00
14	5	EA	300-1.7	238910	Adjust Existing Gate Valve Caps to Grade	\$ 120.00	\$ 600.00

**BIDDING DOCUMENTS**

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension
15	1	EA	300-1.7	238910	Adjust Existing Fire Hydrant to Grade	\$ 2,420.00	\$ 2,420.00
16	82	TON	302-5.9	237310	Asphalt Concrete Pavement	\$ 121.00	\$ 9,922.00
17	120	CY	301-3.3.6	237310	Cement Treated Base	\$ 48.00	\$ 5,760.00
18	1,475	SF	302-1.12	237310	Cold Milling of AC (0" - 1 1/2")	\$ 1.23	\$ 1,814.25
19	1,665	SF	302-1.12	237310	Cold Milling of AC (1 1/2" - 3")	\$ 2.00	\$ 3,330.00
20	3,140	SF	302-5.9	237310	1-1/2" AC Overlay	\$ 2.70	\$ 8,478.00
21	5,800	SF	302-4.12.4	237310	Rubber Polymer Modified Slurry Type II and Stripping	\$ 2.00	\$ 11,600.00
22	235	LF	303-5.9	237310	4" & 6" Curb and Gutter Type 'G'	\$ 36.00	\$ 8,460.00
23	2,320	SF	303-5.9	237310	4" PCC Sidewalk with Base	\$ 5.22	\$ 12,110.40
24	620	SF	303-5.9	237310	PCC Cross Gutter	\$ 8.20	\$ 5,084.00
25	810	SF	302-6.8	237310	PCC Cross Walk (9" PCC/ 6" CL2 Base)	\$ 22.40	\$ 18,144.00
26	700	SF	302-6.8	237310	PCC Bus Pad (9" PCC/ 6" CL2 Base)	\$ 10.90	\$ 7,630.00
27	6	EA	303-5.10.2	237310	Curb Ramp Type A w/ Stainless Steel Detectable Warning Tiles	\$ 2,000.00	\$ 12,000.00
28	1	LS	307-2	238210	Lighted Cross Walk Systems	<del>                    </del>	\$ 66,915.00
29	1	AL	307-2	238210	SDGE Service - Type I	<del>                    </del>	\$1,200.00
30	1	LS	314-4.3.7	237310	Signage, Striping, and Curb Markings	<del>                    </del>	\$ 3,025.00
31	1	AL	9-3.5		Field Orders - Type II	<del>                    </del>	\$10,000.00
<b>ESTIMATED TOTAL BASE BID:</b>							<b>230,869.15</b>



**BIDDING DOCUMENTS**

**LIST OF SUBCONTRACTORS**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall 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 that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	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: <u>Select Electric</u> Address: <u>P O Box 1775</u> City: <u>Poway</u> State: <u>CA</u> Zip: <u>92074</u> Phone: <u>619-460-6060</u>	<i>Contractor</i>	<i>lighted crosswalk</i>	<i>55,302.<sup>00</sup></i>			
Name: <u>American Asphalt</u> Address: <u>P O Box 310036</u> City: <u>Fontana</u> State: <u>CA</u> Zip: <u>92331</u> Phone: <u>909-427-8276</u>	<i>Contractor</i>	<i>TYP # RPMS</i>	<i>10,266.<sup>60</sup></i>			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| 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.**

**BIDDING DOCUMENTS**

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

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

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

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

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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.**

**BIDDING DOCUMENTS**

TOTAL BID PRICE FOR BID (Items 1 through 31 inclusive) amount written in words:

Two hundred thirty thousand eight hundred sixty nine dollars 15/100

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: A

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

Mark Atefi

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

Bidder: Mark Atefi

Title: President

Business Address: 991C Lomas Santa Fe #115 Solana Beach CA 92075

Place of Business: Solana Beach

Place of Residence: San Diego

Signature: M Atefi

## BIDDING DOCUMENTS

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### NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.