City of San Diego

| CONTRACTOR'S NAME: KTA Construction, Inc. | |
|--|-------------------------------------|
| ADDRESS: 821 Tavern Rd., Alpine, CA 91901 | |
| TELEPHONE NO.:619-562-9464 | FAX NO.: 619-562-1685 |
| CITY CONTACT: LISA NGUYEN, Contract Specia | alist, Email: LTNguyen@sandiego.gov |
| Phone No. (619) 533-3435, Fax 1 | |

JSoriano/RW Bustamante/egz

CONTRACT DOCUMENTS



FOR

ORIGINAL

WATER GROUP 942

VOLUME 1 OF 2

| BID NO.: | K-15-1334-DBB-3 | |
|----------------------|-----------------|---|
| SAP NO. (WBS/IO/CC): | B-11038 | r |
| CLIENT DEPARTMENT: | 2013 | |
| COUNCIL DISTRICT: | 6 | |
| PROJECT TYPE: | KA | |

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > PHASED-FUNDING
- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ➤ PREVAILING WAGE RATES: STATE ☐ FEDERAL ☐
- > APPRENTICESHIP

BID DUE DATE:

2:00 PM JULY 15, 2015 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101



ENGINEER OF WORK

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

For City Engineer

Seal



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

- 1. RECEIPT AND OPENING OF BIDS: Bids will be received at the Public Works Contracts at the location, time, and date shown on the cover of these specifications for performing work on Water Group 942 (Project).
- 2. SUMMARY 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 in ATTACHMENT A.
- 3. 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.

4. SUBCONTRACTING PARTICIPATION PERCENTAGES:

4.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

| 1. | SLBE participation | 6.7% |
|----|-------------------------------|-------|
| 2. | ELBE participation | 15.6% |
| 3. | Total mandatory participation | 22.3% |

- 4.2. The Bidders are strongly encouraged to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: http://www.sandiego.gov/eoc/
- **4.3.** The Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions:
 - **4.3.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
 - **4.3.2.** Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good

faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

4.4. For additional Equal Opportunity Contracting Program requirements, see Attachment C.

5. PRE-BID MEETING:

- 5.1. 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 Contracts Conference Room, at 1010 Second Avenue 14th Floor, San Diego, CA 92101 at 10:00 AM, on June 24, 2015.
- **5.2.** All potential bidders are encouraged to attend.
- 5.3. 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 Contracts at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 6.1. Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnlineTM hosted by PlanetBids System. For additional information go to:
 - http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml.
- 6.2. 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.
- 7. **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.
- 8. PREVAILING WAGE RATES: Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 8.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less

than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

- 8.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- The wage rates determined by the DIR refer to expiration dates. If the 8.1.2. published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
- **8.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- **8.3.** Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
 - **8.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- **8.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

- 8.5. Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **8.6.** Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 8.7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **8.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- 8.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
 - **8.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

9. INSURANCE REQUIREMENTS:

- **9.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. PREQUALIFICATION OF CONTRACTORS:

10.1. 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 links to the online prequalification application are available at:

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

- 10.2. The completed application must be submitted online to the Public Works Contracts, Prequalification Program no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 10.3. As a result of the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on PlanetBidsTM.
- 11. **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 |

| | Title | Edition | Document Number |
|--------------|--|---------|--------------------|
| Construction | deral Equal Employment Opportunity Contract Specifications and the Equal Clause Dated 09-11-84 | 1984 | 769023 |
| NOTE: | *Available online under Engineering http://www.sandiego.gov/publicworks/ed | | |

- 12. 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.
- 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.
- **14. 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.
- **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

16. AWARD PROCESS:

- **16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **16.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **16.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 17. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid non-responsive and ineligible for award.

18. AVAILABILITY OF PLANS AND SPECIFICATIONS: Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.

19. SUBMISSION OF QUESTIONS:

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

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: [Contract Specialist listed on the front cover hereof]

OR:

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

- **19.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 19.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 19.4. 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.
- 20. 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.
- 21. 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.
- **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.

- 22.1. 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.
- 22.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- **22.3.** 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.
- **22.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

23. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):

- 23.1. Bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 23.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 23.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- **23.4.** A Bid received without the specified bid security may be rejected as **non-responsive**.

24. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **24.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **24.2.** 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.
- **24.3.** 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.
- 24.4. 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.
- 24.5. A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with section 22.3017 of the San Diego Municipal Code.
- **24.6.** 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.
- **24.7.** 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.
- 24.8. 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.

25. BID RESULTS:

- **25.1.** 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.
- 25.2. 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.

26. THE CONTRACT:

- 26.1. 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.
- 26.2. 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.
- 26.3. 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.
- 26.4. 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.
- 26.5. 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.
- 27. 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.
- **28. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **28.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **28.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **28.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - **28.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **28.5.** 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.
 - **28.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - **28.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative

Regulation 90.63.

29. PRE-AWARD ACTIVITIES:

- 29.1. 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**.
- 29.2. 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.

30. PHASED FUNDING:

For additional Phased Funding Provisions, see Attachment B.

31. ADDITIVE/DEDUCTIVE ALTERNATES:

- 31.1. The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make decision prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).
- 31.2. For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

32. REQUIRED DOCUMENT SCHEDULE:

- **32.1.** 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.
- **32.2.** 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 | Bid Bond |

| ITEM | WHEN DUE | FROM | DOCUMENT TO BE SUBMITTED |
|------|--|------------------------|---|
| 3. | 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 |
| 4. | BID SUBMITTAL DATE/TIME | ALL BIDDERS | Contractors Certification of Pending Actions |
| 5. | BID SUBMITTAL DATE/TIME | ALL BIDDERS | Equal Benefits Ordinance Certification of Compliance |
| 6. | BID SUBMITTAL DATE/TIME | ALL BIDDERS | Form AA35 - List of Subcontractors |
| 7. | BID SUBMITTAL DATE/TIME | ALL BIDDERS | Form AA40 - Named Equipment/Material Supplier List |
| 8. | BID SUBMITTAL DATE/TIME | ALL BIDDERS | Form AA45 - Subcontractors Additive/Deductive Alternate |
| 9. | WITHIN 3 WORKING DAYS OF BID OPENING | ALL BIDDERS | SLBE Good Faith Efforts Documentation |
| 10. | WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL BIDDERS | Form AA60 – List of Work Made Available |
| 11. | WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL BIDDERS | Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs. |
| 12. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Phased Funding Schedule Agreement (when required) |
| 13. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Pre-Award Schedule (Phased Funded Contracts Only) |
| 14. | 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 |
| 15. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License |

| ITEM | WHEN DUE | FROM | DOCUMENT TO BE SUBMITTED |
|------|--|------------------------|---|
| 16. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Form BB05 - Work Force Report |
| 17. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contract Forms - Agreement |
| 18. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contract Forms - Payment and Performance Bond |
| 19. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Certificates of Insurance and Endorsements |
| 20. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contractor Certification - Drug-Free Workplace |
| 21. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contractor Certification - American with Disabilities Act |
| 22. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contractors Standards - Pledge of Compliance |

CONTRACT FORMS AGREEMENT

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and ______KTA CONSTRUCTION, INC. _____, herein called "Contractor" for construction of Water Group 942; Bid No. K-15-1334-DBB-3; in the amount of THREE MILLION FOUR HUNDRED NINETY SIX THOUSAND EIGHT HUNDRED NINETY FOUR DOLLARS 28/100 (\$3,496,894.28), which is comprised of the Base Bid plus Additive Alternates A&B.

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) Phased Funding Schedule Agreement.
 - (e) That certain documents entitled **Water Group 942**, on file in the office of the Public Works Department as Document No. **B-11038**, 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 **Water Group 942**, Bid Number **K-15-1334-DBB-3**, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

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

| THE CITY OF SAN DIEGO | APPROVED AS TO FORM |
|--|---|
| | Jan I. Goldsmith, City Attorney |
| By Style Comme | By fe du le Donn, fr. |
| Print Name: Stephen Samara Principal Contract Specialist | Print Name: <u>Pedro De Cara</u> , Jr. Deputy City Attorney |
| Date: 9-14/15 | Date: 9/14/15 |
| CONTRACTOR By | |
| Print Name: Puc M. Hausaso | S |
| Title: Parsion. | |
| Date: | |
| City of San Diego License No.: <u>B 199500</u> 72 | 594 |
| | |

State Contractor's License No.: 398234

CONTRACT FORMS ATTACHMENTS

EXECUTED IN TRIPLICATE BOND NUMBER: 12109255

CONTRACT FORMS ATTACHMENTS PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

KTA CONSTRUCTION, INC.

The Guarantee Company of North America USA

a corporation, as principal, and 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 THREE MILLION FOUR HUNDRED NINETY SIX THOUSAND EIGHT HUNDRED NINETY FOUR DOLLARS 28/100 (\$3,496,894.28), for the faithful performance of the annexed contract, and in the sum of THREE MILLION FOUR HUNDRED NINETY SIX THOUSAND EIGHT HUNDRED NINETY FOUR DOLLARS 28/100 (\$3,496,894.28), for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract Water Group 942, Bid Number K-15-1334-DBB-3, 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 FORMS ATTACHMENTS (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

| The Surety shall bond. | pay reasonable atto | orney's fees sho | uld suit be brought to enforce the provisions of this |
|-----------------------------|----------------------------------|------------------|--|
| Dated 4th | August | 2015 | |
| Approved as to I | Form | | By Hauses of Person Signing for Principal |
| Jan I. Goldsmith By Leguty | City Attorney | esa, Jr. | Surety By Attorney-in-fact Sarah Myers |
| Princi | ephen Samara pal Contract Specia | | Local Address of Surety Concord, CA 94520 Local Address (City, State) of Surety |
| Public W | orks Contracting G | поир | (925) 566-6040 Local Telephone No. of Surety Premium \$ 28,978.00 Premium is for contract term and subject to adjustment based on final contract price Bond No. 12109255 |

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document. STATE OF CALIFORNIA County of San Diego AUG 0 4 2015 before me, Maria Guise Date Insert Name of Notary exactly as it appears on the official seal , Notary Public. personally appeared _____ Sarah Myers Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(場) whose name(場) is/剝模 subscribed to the within instrument and acknowledged to me that 光键/she/代码 executed the same in 粉點/her/粉飩 authorized capacity(消費), and that by 粉點/her/粉飩 signature(場) on the instrument the person(場), or the entity upon behalf of which the person(場) acted executed the instrument. acted, executed the instrument. MARIA GUISE I certify under PENALTY OF PERJURY under the laws of Commission # 2106915 the State of California that the foregoing paragraph is true Notary Public - California and correct. San Diego County My Comm. Expires Apr 14, 2019 Witness my hand and official seal. Signature Signature of Notary Public Maria Guise Place Notary Seal Above - OPTIONAL — Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document. **Description of Attached Document** Title or Type of Document: Document Date: Number of Pages: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Individual ☐ Individual ☐ Corporate Officer — Title(s): Corporate Officer — Title(s). ☐ Partner ☐ Limited ☐ General Partner ☐ Limited ☐ General ✓ Attorney in Fact ☐ Attorney in Fact RIGHT THUMBPRINT RIGHT THUMBPRINT OF SIGNER ☐ Trustee OF SIGNER Trustee Guardian or Conservator Guardian or Conservator Top of thumb here Top of thumb here ☐ Other: Other: ____ Signer is Representing: Signer is Representing: Surety Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189



The Guarantee Company of North America USA Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Lawrence F. McMahon, Maria Vhanneza Guise, Sarah Myers, Charlotte Aquino, James D. Castle, Jennifer L. Clampert, Janice Martin Alliant Insurance Services. Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
- 2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
- 3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
- 4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

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



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN County of Oakland Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

andre Jumsel

2015

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai Notary Public, State of Michigan County of Oakland My Commission Expires February 27, 2018 Acting in Oakland County IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia a. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 4th day of August

Kondere Jumale

Randall Musselman, Secretary

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. |
|---|
| STATE OF CALIFORNIA } |
| COUNTY OF Sin DIEGO |
| On frigust 5, 8015 before me, brin Ragsagle Notary |
| Public, Date (here insert name and title of the officer) |
| personally appeared <u>Paul M. Henclerson</u> |
| |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. |
| WITNESS my hand and official seal. BRIN RAGSDALE Commission # 2108698 Notary Public - California San Diego County My Comm. Expires Apr 29, 2019 |
| Signature: (Seal) |
| OPTIONAL |
| Description of Attached Document |
| Title or Type of Document: Number of Pages: |
| Document Date: Other: |
| 2015 Apostille Service, 707-992-5551 www.CaliforniaApostille.us California Mobile Notary Network, www.CAMNN.com |

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

| PROJECT TITLE: | Water Group 942 |
|---------------------------|---|
| | niliar with the requirements of San Diego City Council Policy No. 100-17 place as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free pecifications, and that; |
| | KTA CONSTRUCTION INC. |
| | (Name under which business is conducted) |
| subcontract agreement for | splace program that complies with said policy. I further certify that each this project contains language which indicates the subcontractor's ovisions of subdivisions a) through c) of the policy as outlined. Signed |
| | Printed Name PMIM. IARUARISM |
| | Title PRESERVE |

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

| PROJECT TITLE: | Water Group 942 | | |
|-----------------------------|--|--|--|
| regarding the American With | iliar with the requirements of San Diego City Council Poli Disabilities Act (ADA) outlined in the WHITEBOOK, Se Act", of the project specifications, and that; | | |
| | KTA CONSTRUCTION ING. | | |
| (| Name under which business is conducted) | | |
| subcontract agreement for t | rogram that complies with said policy. I further certifies project contains language which indicates the survisions of the policy as outlined. | | |
| | Printed Name Pro M. Hausasian | | |

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

| PROJECT TITLE: | <u>Wate</u> | er Group 942 |
|---------------------------------------|------------------------------------|---|
| I declare under penalty of peri | ury that I am at | uthorized to make this certification on behalf of , as Contractor, that I am familiar with the |
| requirements of City of San Die | ego Municipal C K, Section 7-13 | ode § 22.3224 regarding Contractor Standards as 4.4, ("Contractor Standards"), of the project |
| ————————————————————————————————————— | a Pledge of Comp | abcontractors whose subcontracts are greater than pliance attesting under penalty of perjury of having § 22.3224. |
| Dated this Day of _ | | |
| S | Signed | (. 11/)/ ₁ |
| F | Printed Name | PML M. HRUSRASON |
| 7 | Title | PARSIARUT |

AFFIDAVIT OF DISPOSAL

| WHEREAS, on the DAY OF, 2 the undersigned |
|---|
| entered into and executed a contract with the City of San Diego, a municipal corporation, for: |
| Water Group 942 |
| (Name of Project) |
| (= · · · · · · · · · · · · · · · · · · · |
| as particularly described in said contract and identified as K-15-1334-DBB-3 ; SAP No. (WBS/IO/CC) B-11038 ; 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, |
| by |
| ATTEST: |
| State of County of |
| On this DAY OF, 2, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared known to me to be the |
| 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 |

Water Group 942 Affidavit of Disposal Volume 1 of 2 (Rev. Jun. 2015)

ATTACHMENTS

ATTACHMENT A SCOPE OF WORK

SCOPE OF WORK

- 1. **SCOPE OF WORK:** Construction of Water Group 942 consists of the replacement of existing CI and AC water main with approximately 8,885 linear feet of 16-inch PVC water mains and water services. This includes curb ramps and pavement resurfacing.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids and Plans numbered **37467-01-D** through **37467-23-D** and Traffic Control Plans **37467-T1-D** through **37467-T6-D**, inclusive.
- 2. CONSTRUCTION COST: The City's estimated construction cost for this contract is \$3,620,000.
- 3. **LOCATION OF WORK:** The location of the Work is as follows:

Kearny Villa Road from Tech Way to Chesapeake Drive and Kearny Mesa Road from Buckhorn Street to Ronson Road.

- **4. CONTRACT TIME:** The Contract Time for completion of the Work shall be **190 Working Days**.
- 5. 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.
 - **5.1.** The City has determined the following licensing classifications for this contract:

| Option | Classifications | | |
|--------|-----------------|--|--|
| 1 | CLASS A | | |
| 2 | CLASS C34 | | |

5.2. The Bidder shall satisfy the licensing requirement by meeting <u>at least</u> one of the listed options.

ATTACHMENT B PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PHASED FUNDING:

- 1.1. For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- 1.2. The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- 1.3. If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, then within 5 Working Days after receiving notice, the next Apparent Low Bidder must provide the Pre-Award Schedule. This process will continue until the City has selected the Apparent Low Bidder or have decided to reject all Bids.
- 1.4. The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Within 22 Working Days from the date of the Bid Opening or notice to the next Apparent Low Bidder (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to you when you are selected as the Apparent Low Bidder as defined in the City's Municipal Code, §22.3003.
- 1.5. At the City's request, you must meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss his or her comments and requests for revision to the Pre-Award Schedule.
- **1.6.** Your failure to perform the following may result in the Bid being rejected as **non-responsive:**
 - 1. meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 - 2. revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 - 3. execute the first Phased Funding Schedule Agreement within a day after receipt.

PHASED FUNDING SCHEDULE AGREEMENT

| Check one: | | | | | | | |
|-----------------------------------|--|---------------------------------|---------------------------------|--|--|--|--|
| | First Phased Funding Schedule Agreement | | | | | | |
| | Final Phased Funding Schedule Agreement | | | | | | |
| Particulars leading phase will be | HIS IS A SAMPLE PHASED FUND eft blank in this sample, the total number e filled with funding specific information chedules, required by these Bid Document | of phases, and as the result of | d the amounts of the Pre-Awa | assigned to each | | | |
| BID NUMB | ER: | | | | | | |
| CONTRAC | T OR TASK TITLE: | | | | | | |
| CONTRAC | TOR: | | | | | | |
| Funding Phase | Phase Description | Phase <u>Start</u> | Phase <u>Finish</u> | Not-to- Exceed Amount | | | |
| 1 | | | | \$ | | | |
| | Additional phases to be added | 70 | | 77 | | | |
| | to this form as necessary. | | | | | | |
| | | 19 May 1 | | Company of A Compa | | | |
| | | | | | | | |
| | E | | Total | \$ | | | |
| Notes: (1) (2) (3) | City Supplement 9-3.6, "PHASED FUTTHE total of all funding phases shall be BID SCHEDULE 1 - PRICES. This PHASED FUNDING SCHEDUL CONTRACT and shall only be revised | equal to the To | OTAL BID PR | CICE as shown on orporated into the | | | |
| CITY OF SA | AN DIEGO | CONTRACT | OR | | | | |
| Ву: | | | | | | | |
| | Project Manager | Name: | | | | | |
| Department 1 | Name: | Title: | | | | | |
| | | Title: Date: | | | | | |
| | | | | | | | |

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

ATTACHMENT C EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

- 2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
- 3. If a Work Force Report is submitted, and the City determines there are underrepresentations 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 onsite supervisors involved in employment decisions.
 - 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 - 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

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

ATTACHMENT D INTENTIONALLY LEFT BLANK

ATTACHMENT E SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

The Normal Working Hours are 9:00 PM to 5:00 AM for work area locations indicated in 37467-T6-D. For all other areas, the normal working hours shall be 8:30 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

- **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
 - 2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.
- **2-5.3.1** General. To the City Supplement, ADD the following
 - 7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

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

The Product Submittal Form is available for download at:

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

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

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

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

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

Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

Monument Preservation will be performed by City Public Works Field Engineering Division (PW-FED) Field Survey Section on all Projects, unless permission is obtained for these services in writing by PW-FED.

The Contractor shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. The Agency (or the owner on a Private Contract) will:

- a) set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
- b) file a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and
- c) file a Corner Record of Record of Survey with the County Surveyor after reestablishment of the disturbed controlling survey monuments.

SECTION 4 - CONTROL OF MATERIALS

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

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

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

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) no later than 5 Working Days after the determination of the Apparent Low Bidder and on the City's Product Submittal Form available at:

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

- 1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your

indemnity obligations, is not deemed limited to the insurance coverage required by this contract.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

| General Annual Aggregate Limit | <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.

7-3.2.3 Contractors Pollution Liability Insurance.

- 1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
- 2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
- 3. For approval of a substitution of Subcontractor's insurance, you must certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible must not exceed \$25,000 per claim.
- 4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
- 5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
- 6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.

- 1. You must provide at your expense or require Subcontractor to provide, as described below Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
- 2. All costs of defense must be outside the limits of the policy. The deductible must not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you must be approved separately in writing by the City.

- 3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
- 4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies must be procured before the Work commences and must be maintained for the duration of this contract. Claims Made policies must be procured before the Work commences, must be maintained for the duration of this contract, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work under this contract without advancing the retroactive date.
- 5. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.
- **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.
- 7-3.5.3 Contractors Pollution Liability Insurance Endorsements.
- 7-3.5.3.1 Additional Insured.
 - a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to 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; except that in

connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.
- 7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. 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.
- **7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.
- 7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

7-3.5.4.1 Additional Insured.

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to 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; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because

of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

- 7-3.5.4.2 Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. 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.
- **7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.
- 7-3.6 **Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **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:

| Workers' Compensation | Statutory Employers Liability | | |
|---------------------------|-------------------------------|--|--|
| Bodily Injury by Accident | \$1,000,000 each accident | | |
| Bodily Injury by Disease | \$1,000,000 each employee | | |

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.
- 7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.
- 7-8.6 Water Pollution Control. ADD the following:
 - 1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.
- 7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 3/4".
- 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

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

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

- 1. To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
- 2. The Contractor will perform the community outreach activities required throughout the Contract Time.

3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project. Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDShare site:

http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx.

- 4. The Contractor shall execute the Information Security Policy Acknowledgement Form For Non-City Employees within 15 days of the award of the Contract if:
 - a) The contact information for the Contractor is made available on any outreach materials or;
 - b) The Contractor will be the primary point of contact to resolve project related inquiries and complaints.
- 5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDShare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDShare site within 24 hours.

Copies of email communications shall be saved on to the City's SDShare site as individually as an Outlook Message Format (*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

6. **When specified**, present your Exclusive Community Liaison to the Engineer, in writing, within 15 days of the award of the Contract.

7-16.1.1 Quality Assurance.

- 1. During the course of community outreach, the Contractor shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.) on behalf of the Contractor shall;
 - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing,
 - b. Possess and display easily verifiable and readable personal identification that identifies the person as an employee of the Contractor,

c. Have the interpersonal skills to effectively, professionally, and tactfully represent the project, Contractor, and City to the public.

7-16.1.2 Submittals.

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

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

- 1. Post Project Identification Signs in accordance with section 7-10.6.2.
- 2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet radius of the Project, of construction activities and utility service interruptions not less than 5 days in advance.
- 3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a. Where Work is to be performed at least 5 days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b. Within 5 days of the completion of your construction activities where work was performed, the Contractor shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.

- 4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
- 5. Door Hanger Material: The Contractor shall use Blanks/USA brand, Item Number DHJ5B6WH, 1 ¼" Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
- 6. Mailed Notice Material: The Contractor shall use Cougar by Domtar, Item Number 2834 or approved equal.
- 7. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
- 8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

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

7-16.2.3 Communications with Media.

- 1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
- 2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.

- 3. In the event media representatives arrive near or on the construction site(s), the Contractor shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.
- 4. The Contractor shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
- 5. If the City allows members of the media to access a construction site, the Contractor shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
- 6. The Contractor shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
- 7. The Contractor has a right to speak to members of the media about its company and its role on the project. All other questions shall be referred to the City.
- 7-16.3 Exclusive Community Liaison Services. If directed to conduct Exclusive Community Liaison Services, the Contractor shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be to implement 7-16.2, "Community Outreach Services" and as follows:
 - 1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
 - 2. Prepare and present of materials in coordination with the Resident Engineer.
 - 3. Respond to community questions and complaints related to Contractor activities.
 - 4. Write, edit, update, or produce brochures, pamphlets and news releases.
 - 5. Provide standard telephone inquiries and e-mail responses:
 - a) Respond to telephone calls and e-mails from the public.
 - b) Record calls and e-mails on the City's SDShare site.
 - 6. Provide a monthly summary report of all inquiries and complaints, including the name of the person, source of inquiry (via information line or email), phone number, address, date, and time of inquiry, who responded, and a summary of resolutions or pending resolutions to the Resident Engineer.
 - 7. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
 - 8. Attendance at pre-construction, community and stakeholders meetings.
- 7-16.3.1 Exclusive Community Liaison Work Plan. The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) as specified within 15 days of the Award of the Contract.

7-16.4 Payment. The Payment for the Community Outreach Service is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services."

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

Virtual Project Manager will be used on this contract.

SECTION 9 - MEASUREMENT AND PAYMENT

- 9-3.2.5 Withholding of Payment. To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:
 - i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

ADD:

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

SECTION 203 – BITUMINOUS MATERIALS

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

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

ADD the following:

RPMS shall be used on this contract.

SECTION 207 - PIPE

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

8. Flange gaskets shall be 3.2mm (1/8") thick acrylic or aramid fibers bound with nitrile for all sizes of pipe. Gaskets shall be full-face type with pre-

punched holes free of asbestos material. All insulating flange kits require full face gaskets.

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

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

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

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

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

SECTION 300 - EARTHWORK

- **Payment.** To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:
 - 2. Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

SECTION 302 - ROADWAY SURFACING

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

302-3 PREPARATORY REPAIR WORK.

- 1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
- 2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
- 3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2" for Residential streets, and a minimum depth of 3" for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2" for residential streets, and a minimum of

- 3" for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10" below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base."
- 5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Aggregate Base."
- 6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."
- 7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
- 8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
- 9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1. "SUBGRADE PREPARATION."
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.

d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

- 1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
- 2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
- 3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
- 4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
- 5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
- 7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
- 8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 9. Base repairs shall not exceed 20% RAP in content.

302-3.2 Payment.

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total volume replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.

- 2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
- 3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
- 4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
- 5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
- 6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.
- **Damaged AC Pavement Replacement.** To the City Supplement, DELETE in its entirety.
- **Measurement and Payment.** To the City Supplement, DELETE in its entirety.
- 302-5.2.1 Measurement and Payment. To the City Supplement, item c), ADD the following:

 Imported Subgrade material shall be paid per bid item "Imported Backfill".

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

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

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

| OLD SECTION NUMBER | TITLE | NEW SECTION NUMBER |
|-----------------------|---------------------------|-----------------------|
| 306-1.7.3.6 | Private Pump Installation | 306-1.9.2.6 |
| 306-1.7.3.7 | Payment | 306-1.9.2.7 |

306-1.1.1 General. ADD the following:

Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:

- 1. Phase I: Kearny Villa Road from Kearny Villa Way to Chesapeake Drive.
- 2. Phase II: Kearny Mesa Road from Buckhorn Street to Ronson Road and Kearny Villa Road from Tech Way to Kearny Villa Way plus private road on sheet 14 of plans. Shutdown of 36" main to cut-in cross and proposed bypass.
- 3. Shutdown of 36" To Cut-In Cross and Proposed Bypass.

When installing pipelines within the City's streets, for the following streets, the total time allowed for the completion of Work may not exceed 10 Working Days per 500' of pipeline installation:

1. Intersection of Kearny Villa Road and Clairemont Mesa Boulevard.

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

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

Specified test pressure for Class 235 pipe will be 150 psi

Specified test pressure for Class 305 pipe will be 200 psi

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

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

ADD:

306-1.9.3 Water Service and Fire Services With Private Replumbing.

Where water service and/or fire services with private replumbing are shown on the plans, the Contractor shall install a new service from the mainline and connect to the private plumbing at a location closely represented in the drawings. Existing water service meters shall be relocated within new meter boxes as per the Standard Drawings as referenced in the plans. Existing fire service backflow assemblies shall

be removed and disposed of in its entirety. New fire service with backflow assemblies shall be constructed per the Standard Drawings as referenced in the plans and reconnected to the private plumbing at the location closely represented in the drawings. The work shall be performed by a qualified licensed contractor in accordance with current building and plumbing codes.

ADD:

306-1.9.3.1 Location.

- a) The location and details of replumbing work shown on the Plans are approximate. The Contractor shall locate the proposed Water and Fire services. The alignment for each new connection shall be selected such that the required length of pipe and disturbance to private property are minimized.
- b) Prior to any water and fire service replumbing activity, the Contractor shall coordinate with the property owner and arrange for video recording existing conditions of the property in accordance with 7-9.1, "VIDEO RECORDING OF EXISTING CONDITIONS."

ADD:

306-1.9.3.2 Permits.

Refer to section 306-1.9.2.2

ADD:

306-1.9.3.3 Submittals.

Prior to any water or fire service replumbing construction activity, the Contractor shall submit a separate Working Drawing of the new connection for each property to the Engineer. Working Drawings shall include a Plan and profile showing existing size and type of material to be used and point of connection to the existing property plumbing. Each Working Drawing submittal shall include a written approval by the property owner including an acknowledgement that the property owner has been provided a copy of the Working Drawings by the Contractor including any as-built conditions.

ADD:

306-1.9.3.4 Payment.

The Bid unit price for the "1-Inch Water Service with Private Replumbing", "4-Inch Fire Service with Private Replumbing" and "6-Inch Fire Service with Private Replumbing" shall include installation of new pipe and appurtenances connecting each existing property plumbing to the new water main, locating and capping or plugging the existing water/fire service piping. It shall also include all work to tie new water/fire service into the new proposed main, including but not limited to relocation of existing water meters, installation of new water meter boxes, installation and assembly of new fire service backflow prevention system and appurtenances, removal and disposal of existing fire service backflow prevention systems and appurtenances, restoration of private property irrigation, landscaping, ground cover, excavation, backfill and

compaction, coordination with private property owner and/or representatives, acquiring permits necessary to install the new water and fire service system, in place, and to restore private improvements to pre-bid condition.

SECTION 701 - WATER POLLUTION CONTROL

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

Comply with the following post-construction requirements:

Curb Inlet Markers

SECTION 703 – ENCOUNTERING OR RELEASING HAZARDOUS SUBSTANCES

- **PAYMENT.** To the City Supplement, Item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Payment for waste management shall be included in the applicable Bid items as follows:
 - a) Preparation of Hazardous Waste Management Plan and Reporting (LS).
 - b) Monitoring, Testing, Sampling, Site Storage, and Handling of Soils Containing RCRA Hazardous Waste (TON).
 - c) Loading, Transportation, and Disposal of soils containing RCRA Hazardous Waste (TON).
 - d) Monitoring of Petroleum Contaminated Soil (HR).
 - e) Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil (TON).
 - f) Loading, Transportation, and Disposal of Petroleum Contaminated Soil (TON).
 - g) Monitoring, Testing, Sampling Site Storage and Handling of Soils Containing Non-RCRA Hazardous Waste (TON).
 - h) Loading, Transportation, and Disposal of Soils Containing Non-RCRA Hazardous Waste (TON).
 - i) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized RCRA Hazardous Waste (55 Gal DRUMS).
 - j) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized Non-RCRA Hazardous Waste (55 Gal DRUMS).

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- k) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Universal Waste (EACH).
- 1) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Regulated Waste (TON).
- m) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).
- n) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).

SECTION 705 – WATER DISCHARGES

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

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for Water Group 942, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix A.

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

| (Check one or both) TO: X RECORDER/COUNTY CLERK P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422 | | CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101 | | |
|--|---|--|--|--|
| Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814 | | | | |
| PROJECT No.: WBS #. B-11038.02.06 | PROJECT | TITLE: Water Group 942 | | |
| <u>PROJECT LOCATION-SPECIFIC:</u> The project is located in the Kea Construction will occur along portions of Kearny Villa Road from Buckhorn Street to Ronson Road. | | | | |
| PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego | | | | |
| DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The abandon (2,975 LF) existing 12, 16 and 20-inch water main pipe new pipe will include 12 and 16-inch pipe, and the trench width i seven feet deep utilizing the open trench method of construction. ADA standards, replacement of water, services and restoration of within the street right-of-way. | within the Kearn s expected to be Related work inc | ny Mesa community (Council District 6). The three feet wide at depths between three and cludes roadway resurfacing, new curb ramps per | | |
| NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San | Diego | • | | |
| 600 Sar | y of San Diego, ntact: Mahyar N) B Street, Suite n Diego, CA 921 9) 235-1978 | Navizi e (MS 908A) | | |
| EXEMPT STATUS: () MINISTERIAL (Sec. 21080(b)(1); 15268); () DECLARED EMERGENCY (Sec. 21080(b)(3); 15269(c) (Declared Exemption: 15302(c)) [Replacement (Continuous Exemption: 15302(c)] [Replacement (Conti | a));)(c) | RUCTION] | | |
| REASONS WHY PROJECT IS EXEMPT: The City of San Diego has determined the project meets the categorical exemption criteria set forth in the CEQA State Guidelines, Section 15302(c) [Replacement or Reconstruction], which allows for the replacement of existing structures and facilities where the new structure will be located on the same site as the structure replaced, and will have substantially the same purpose and capacity as the structure replaced including replacement of existing utility systems and/or facilities involving negligible or no expansion of capacity; and where the exceptions listed in Section 15300.2 would not apply. | | | | |
| LEAD AGENCY CONTACT PERSON: ANNA L. McPHERSON, AIC | CP <u>Te</u> | ELEPHONE: 619-446-5276 | | |
| IF FILED BY APPLICANT: 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDI 2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUT () YES () NO IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DE SIGNATURE/TITLE CHECK ONE: | BLIC AGENCY AI | ABOVE ACTIVITY TO BE EXEMPT FROM CEQA | | |

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

| CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS | NUMBER DI 55.27 | DEPARTMENT Water Department |
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| SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM) | PAGE 2OF 10 | October 15, 2002 |
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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. POLICY

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

| CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS | NUMBER DI 55.27 | DEPARTMENT Water Department |
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| | SUPERSEDES DI 55.27 | DATED April 21, 2000 |

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

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
 - 1. Temporary irrigation purposes not to exceed one year.

| CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS | NUMBER DI 55.27 | DEPARTMENT Water Department |
|--|------------------------|------------------------------------|
| SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM) | PAGE 50F 10 | October 15, 2002 |
| | SUPERSEDES DI 55.27 | DATED April 21, 2000 |

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

| CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS | NUMBER DI 55.27 | DEPARTMENT Water Department |
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| SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM) | PAGE 6OF 10 | October 15, 2002 |
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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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| SUBJECT | | EFFECTIVE DATE |
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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. MOBILE METER

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

| CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS | NUMBER DI 55.27 | DEPARTMENT Water Department |
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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

- b) Floating Meters: Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
 - 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
 - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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7. FEE AND DEPOSIT SCHEDULES

7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. Theses 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. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

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

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

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 (EXHIBIT A) **Hydrant Meter**

(For Office Use Only)

| | 3, | ****** |
|---|------------------|-------------------------|
| | NS REQ | FAC# |
| | DATE | ВУ |
| | L### | |
| ı | Application Date | Requested Install Date: |

METER SHOP (619) 527-7449

| Meter Informatio | n | | | <u></u> | · | | | | |
|---|---|-------------------------|---------------------------------------|---------------------|--|--------------------|--|--|--|
| Fire Hydrant Location: (Attach I | Detailed Map//Thomas Bros | s. Map Locatio | on or Const | ructio | on drawing.) Zip: | ' | Т.В. | | G.B. (CITY USE) |
| Specific Use of Water: | *************************************** | | | | | | <u> </u> | | |
| Any Return to Sewer or Storm I | Orain, if so , explain: | | · · · · · · · · · · · · · · · · · · · | m épopenhar kéranan | ······································ | | | ······································ | |
| Estimated Duration of Meter U | se; | | · · · · · · · · · · · · · · · · · · · | | | | Check B | ox if Recla | almed Water |
| Company Information | | | | | | | | | - |
| Company Name: | | | | | х | | | | |
| Mailing Address: | | | | | | | | - | |
| City: | Sta | te: | Z | ip: | | Phoi | ne: (|) | 3 |
| *Business license# | | | *Cont | ract | or license# | | | | . : |
| A Copy of the Contracto | r's license OR Busine | ss Li cense | is requir | red a | at the time o | of mete | r issuai | nce. | |
| Name and Title of Bi (PERSON IN ACCOUNTS PAYABLE) | lling Agent: | | | | | Phoi | ne: (| () | |
| Site Contact Name a | nd Title: | | | | 1 | Phor | ne: (|) | |
| Responsible Party Name: | | | | | | Title | ¥. | ~ | ************************************** |
| Cal ID# Phone: | | | | | | ne: (| .) | | |
| Signature: | | | Da | te: | | | | | * |
| Guarantées Payment of all Charges | Resulting from the use of this N | Meter. <u>Insures I</u> | hat employe | es of | this Organization | understand | the prop | er use of Fl | re Hydrant Meter |
| | | | * 3 | | | | | | a, |
| Fire Hydrant Mete | er Removal Req | uest | | | Requested R | emoval (| Date: | | i i |
| Provide Current Meter Location | If Different from Above: | | <u></u> | | | | | | |
| Signature: | | | | Title | ** *: | | ''' | Date: | |
| Phone: () | | MH 1 | Pager: | (|) | , tr | | | |
| | | | | | | | | | |
| City Meter | Private Meter | | | | | | | · | |
| Contract Acct #: | 1 | Deposit | Amount: | \$ | 936.00 | Fees An | nount: \$ | \$ 62.0 | 00 |
| Meter Serial # | | Meter S | ize: C |)5 | | | Øake and | d Style: | 6-7 |
| Backflow # | | Backflov | v Size: | ٠ | | Backflor Make a | w nd Style: | | *** |
| Name: | | Signatur | | | | | Da | | |

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: | |
| ends in 60 days and will be removed on additional 90 days must be submitted in | or after (<i>Date Authorization Expires</i>). Extension requests for an writing for consideration 30 days prior to the discontinuation e contact the Water Department, or mail your request for an |
| | City of San Diego Water Department Attention: Meter Services 2797 Caminito Chollas San Diego, CA 92105-5097 |
| Should you have any questions regarding. | g 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. Ероху

APPENDIX D

SAMPLE CITY INVOICE

| City of | San Diego, Field Engineering Div. | , 9485 Aero | Drive, | SD CA 92123 | | Contract | or's Name: | | | | | |
|------------------|---------------------------------------|--------------|--|--|---|---|-------------|-----------------|-------------|----------------|---------------|--|
| Project | Name: | | | | | Contract | or's Addre | ss: | | | | |
| SAP No | o. (WBS/IO/CC): | * | | | | | | | ···· | | | |
| City Pu | rchase Order No. : | | | | | Contract | or's Phone | #: | | Invoice No. | | |
| | it Engineer (RE): | | | | | Contract | or's Fax #: | | | Invoice Date: | | |
| RE Pho | ne#: | RE Fax#: | | | | Contact Name: Billing Period: | | | | | | |
| | Company Company Company | | Contra | ict Authorizat | ion | Previous | Estimate | This E | stimate | Totals to Date | | |
| Item # | Item Description | Unit | Qtv | Price | Extension | %/QTY | Amount | %/QTY | Amount | %/QTY | Amount | |
| 1 | 2 Parallel 4" PVC C900 | LF | 1,380 | \$34.00 | \$46,920.00 | | | | | | | |
| | 48" Primary Steel Casing | LF | 500 | \$1,000.00 | \$500,000.00 | | | | | | | |
| | 2 Parallel 12" Secondary Steel | LF | 1,120 | \$53.00 | \$59,360.00 | | | | The parties | | | |
| | | | | | | | | | | | | |
| 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 | | | anipusing." | | | | |
| 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 | | l | | | | | |
| 10 | Bonds | LS | 1 | \$16,000.00 | \$16,000.00 | | | | | | | |
| - 11 | Field Orders | AL | - 1 | 80,000 | \$80,000.00 | | | | | | Militar | |
| 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 | | | | 1994 | | | |
| 11.3 | Field Order 3 | LS | 10,000 | \$1.00 | \$10,000.00 | | | 7,124.0 | | - | | |
| 11.4 | Field Order 4 | LS | 6,500 | \$1.00 | \$6,500.00 | | | | | | | |
| 12 | Certified Payroll | LS | 1 | | \$1,400.00 | | | | | | | |
| 12 | · | | - | 32,100,00 | Ψ1,400.00 | | | | | 0.00 | | |
| **************** | Order 1 | | 10000 | | A100000 | 6701 | Jail Berg | 1 11 11 11 | | | 180 | |
| Items 1 | | 7,020 | | The disease | \$11,250.00 | | | . S. 15 N. T. | | | | |
| | Deduct Bid Item 3 | LF | 120 | -\$53.00 | | i | | Carl, and State | | | | |
| | Order 2 | 160,480 | | -933.00 | (30,500.00) | | | | | ting content | 1 | |
| Items 1 | | 100,400 | i lari | | \$95,000.00 | A 45 CASSAGE AND STREET | | | | | | |
| | Deduct Bid Item 1 | LF | 380 | -\$340.00 | | | | -146033446 | | | | |
| | Encrease bid Item 9 | LF | 8 | | \$78,400.00 | | | | | | | |
| | Order 3 (Close Out) | -121,500 | | 100000 | | | | | | Marie Marie | 100000 | |
| | Deduct Bid Item 3 | | 53 | | | | | | | | | |
| | Deduct Bid Item 4 | LS | -1 | 45,000.00 | | | | | <u> </u> | | · | |
| Items 3 | | | 1 | | <u> </u> | | | | | | | |
| | SUMMARY | | | | | | | Total This | \$ - | Total Billed | \$0.00 | |
| | zinal Contract Amount | | | | 10.000 | i | | | | | | |
| | roved Change Order 1 Thru 3 | <u> </u> | | | | Additional and the Control of the Computation | | | | | | |
| | al Authorized Amount (A+B) | | | | | | | | | | | |
| | al Billed to Date | | | | 7 Half | | | | | | | |
| | · · · · · · · · · · · · · · · · · · · | <u> </u> | | - | 100000000000000000000000000000000000000 | | | | | · · | | |
| | Total Retention (5% of D) | - | | | | <u> </u> | Amt to Re | lease to Co | ontractor f | rom PO/Escrow: | | |
| | Total Previous Payments | <u> </u> | <u> </u> | | 18 | | G. | | | | | |
| <u>_</u> | ment Due Less Retention | | | ļ —— | | 9 | | | | | | |
| H. Ren | naining Authorized Amount | <u> </u> | | <u> </u> | 100 | | <u> </u> | <u></u> | <u> </u> | | L | |

APPENDIX E

HYDROSTATIC DISCHARGE FORM

Hydrostatic Discharge Requirements Certification (Discharge Events ≥ 325,850 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. R9-2010-0003, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/R9-2010-0003.pdf), and as follows:

| Discharged water has been dechlorinated to below $\underline{0.1}$ (mg/l) level; and effluent has been maintained between $\underline{6}$ and $\underline{9}$ (pH) based on: | | | | | | | | Comment/Action Taken |
|--|--------------------------|--|---|--|--|--|---|--|
| Discharge Date | Item Tested | Duration | Amount (gpd) | Description of the Proposed Discharge | Method and Test Result | YES NO | | |
| | Chlorine | | | | | | | · |
| | pН | | | | | | | |
| | Chlorine | | | | | | | |
| | рН | | | | | | | |
| | Chlorine | | | | | | | , |
| | pН | | | | | | | |
| | Chlorine | | | | | | | |
| | рН | | | | | | | |
| ed Personnel Conduct | ing Tests (Prin | t Name): | | | | SAP No | .(s): | |
| l: | | | | | | Project | Name: | |
| | ased on: Discharge Date | Chlorine pH Chlorine pH Chlorine pH Chlorine pH Chlorine pH Chlorine pH Chlorine | Discharge Date Item Tested Duration Chlorine pH Chlorine pH Chlorine pH Chlorine pH Chlorine pH Chlorine pH Chlorine | Discharge Date Item Tested Duration Amount (gpd) | ased on: Discharge Date Item Tested Duration Amount (gpd) Description of the Proposed Discharge | ased on: Discharge Date Hem Tested Duration Amount (gpd) Description of the Proposed Method and Test Result | ased on: Discharge Date Item Tested Duration Amount (gpd) Description of the Proposed Method and Test Result YES | ased on: Discharge Date Item Tested Duration Amount (gpd) Description of the Proposed Method and Test Result YES NO |

Have any thresholds been exceeded? Per Order No. R9-2010-0003, would this be a reportable discharge and must be reported within 24 hours of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any

effluent limit]

APPENDIX F

CALTRANS PERMIT

| ENCROACHMENT PERMIT RIDER | Pa | | |
|---|-------------------------------|---|--|
| TR-0122 (REV. 6/99) | Collected By SM | Permit No. 11-13-NTK-0679 | |
| | Rider Fee Paid | Dist/Go/Rte/PM | |
| | S EXEMPT | 11-SD-163/8.65-8.81 | |
| | Date | Rider Number | |
| | MARCH 3, 2015 | 11-15-NRT-0128 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| CITY OF SAN DIEGO 525 B STREET, 7 TH FLOOR MS 908A SAN DIEGO, CA 92101 | | | |
| ATTN: CORSON SMITH PHONE: (619) 533-5230 | | , PERMITTEE | |
| In compliance with your request of <u>FEBRUARY 26, 201</u> ; follows: | 5, we are hereby amending the | e above numbered encroachment permit as | |
| Date of completion extended to: JULY 31, 2016 | | | |
| TIME EXTENSION ONLY. | | | |
| $\mathcal{C}_{\mathbf{v}}$ | | | |
| | | | |
| | | • | |
| | | | |
| | | | |
| | | | |
| | | | |
| | • | | |

| Except as amended, all other terms and provisions of the original | permit shall remain in effect. |
|---|---------------------------------------|
| SM:sm | APPROVED: |
| ce: Permits | |
| BStinnett, Reg. Mgr. | |
| RYnzon, Inspector | Laurie Berman, District Director |
| Permittee | BY: |
| Contractor | |
| | Charles Town Edward Francis Francisco |
| | Ann M. Føx, District Permit Engineer |

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

| | ROACHMENT | PERMIT | | Programme Advanced | | | Page 1 of 3 |
|-------------|--------------------------|---|-----------------------------|---------------------------------------|---|--|------------------------|
| TR-01 | 20 (REV. 6/2000) | | | Permit No. | 11-13-N | rK-0679 | |
| In com | pliance with (Check or | ne): | | Dist/Co/Rte/PM | 11-SD-163 | | 1 |
| \boxtimes | Your application of | DECEMBER 2, | 2013 | | | | • |
| ¥ | : | | | Date | | · | |
| | Utility Notice No. | of | | | JANUARY | 13, 201 | 4 |
| | | | | Fee Pald | | Deposit | |
| | Agreement No. | of | • | 1 ' | EXEMPT | \$ | EXEMPT |
| - | • | · | , | Performance Bond | • • | Payment B | ond Amount (2) . |
| | R/W Contract No. | of | | \$ | N/A | \$ | N/A |
| | • | • | | Bond Company | N | /Å | |
| | • | • | | Bond Number (1). | | Bond Num | ber (2) |
| | | | | N/A | • | | N/A |
| | | uroo. | 1 | | | • | |
| TO: | 525 B STREET. | IEGO 7 TH FLOOR MS 908A | | - | | | |
| | SAN DIEGO, CA | 4 92101 | • | | | | |
| | • | | | | | | |
| | ATTN: CORS | | • | • | | | |
| | PHONE: (619) | 533-5230 | ı | , PERMITTEE | | | |
| And s | subject to the following | ng, PERMISSION IS HEREBY GRAN' | TED to: | | | | |
| | • | right of way in San Diego County, City | | 163 post mile 8.69 | 5-8.81. to ob | ace fempor | ary traffic control to |
| facilité | ate work outside of the | right of way, as shown on the attach | ed plans, in accordance | with the requiremen | its and cond | itions conta | lined herein, and as |
| furthe | r directed or approved | I by the State's Inspector, Ralph Yanz | on, telephone number (6 | 19) 718-7894, cell | number (858 | 8) 688-1458 |). |
| The C | Natala laura atau atauli | he motified entropy troubles date prior t | a atartina made | : | | | |
| ine s | state's inspector snaii | be notified seven working days prior t | o starting work. | • | | | • |
| Work | ing hours shall be 9:00 | p.m. to 5:00 a.m., Sunday through T | hursday, or as directed o | or approved by the S | State's;Inspe | ctor. | |
| | | | | | | | |
| | | shall be parked within the highway rig | ht of way at any time, ex | cept for those vehi | cles or that | equipment · | actually-engaged-in- |
| the w | ork, duning the working | g hours specified herein. | | • | | | , |
| | | | ٠ | | | | |
| | | | (CONTINUED) | • | | | |
| THIS | PERMIT IS NOT A PE | ROPERTY RIGHT AND DOES NOT T | RANSFER WITH THE PR | | | | |
| The f | ollowing attachments | are also included as part of this permit | (Check applicable): | | ition to fee, ti costs for: | ne permitte | e will be billed |
| X | Yes No | General Provisions | , | , , , , , , , , , , , , , , , , , , , | Yes 🛛 | No | Review |
| Ħ | Yes 🕅 No | Utility Maintenance Provisions | • | | Yes 🔯 | No - | Inspection |
| 冈 | Yes No | Special Provisions | | | Yes 🔯 | No | Field Work |
| Ħ | Yes 🛛 No | A Cal-OSHA permit, if required: Pe | rmit No. | | | | • |
| Ħ | Yes 🕅 No | As-Built Plans Submittal Route Slip | for Locally Advertised Pr | ojects | (If any Cal | trans effort | expended) · |
| Ħ | Yes 🕅 No | Water Pollution Control Plan | | | | | |
| | Yes No | The information in the environment | al documentation has bee | an reviewed and is o | onsidered p | rior to appro | val of this permit. |
| Thin | normit in void unless th | ne work is complete before | | MARCH 31, | 2015. | | |
| | | construed and no other work other than | n specifically mentioned is | | | ······································ | |
| No p | roject work shall be co | mmenced until all other necessary per | mits and environmental c | learances have bee | n obtained. | • | |
| | D:wmd Permits | • | APPROVED: | | | | |
| cc; | BStinnett, Reg. M | | | | ٠. | | • |
| • | RYanzon, Inspec | otor | | | l surle Ren | man, Distric | t Director |
| | Contractor | | BY: | 1 | Edding DOL | HOLL PIBLIC | r MIGORAL |
| | | | (d.an | 1 | | | |
| | • | | / will | july | Ann M. Fo | x, District Po | ermit Engineer |
| CM C | 11 1436 | | Company of the second | ~/ | *************************************** | | |

CITY OF SAN DIEGO 11-13-NTK-0679 JANUARY 13, 2014 PAGE TWO

Permittee's Contractor is responsible for the actual cost of inspection, which may be more or less than the deposit. A bill or refund shall be sent upon satisfactory completion of the work. Payment of any bill is a condition of the permit.

Notwithstanding General Provision No. 4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A permit inspection deposit fee of \$902.00 will be required upon submittal of the application to perform the work.

The State of California, Department of Transportation, makes no assurance or expressed warranty that the plans are complete or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by Permittee as directed by the State's Inspector at no cost to the State.

All work shall be coordinated with the State highway contractor's operations and under no circumstances shall the work granted herein interfere. All standards of construction shall be identical to similar work performed under adjacent highway contract.

Traffic control when permitted or directed by the State's Inspector, shall consist of closing traffic lanes and shoulders in accordance with Part 6 of the January, 2012 edition of the California Manual on Uniform Traffic Control Devices (California MUTCD), the provisions of Section 12, "Temporary Traffic Control," of the Standard Specifications, and these special provisions, including the attached TRAFFIC CONTROL SYSTEM, RSP T9, RSP T10, RSP T11 and the attached TRAFFIC CONTROL PLANS.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Permittee shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The provisions in this section will not relieve the Permittee from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, of the Standard Specifications.

Upon completion of the work, the attached card shall be completed and returned.

The following District Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a Permittee convenience. Permittee's attention is directed to the current Department Standard Specifications for complete, unabridged, specification requirements.

Once begun, that portion of the work within the State Highway right of way shall be prosecuted to completion as rapidly as possible.

CITY OF SAN DIEGO 11-13-NTK-0679 JANUARY 13, 2014 PAGE THREE

All personnel on foot within the State Highway right of way shall wear personal protective equipment, including safety glasses, hard hats and American National Standards Institute (ANSI) compliant Class II vests. In addition, all personnel working at night, on foot within the State Highway right of way shall wear ANSI Class III warning garments.

The Permittee is responsible for locating and protecting all utilities both underground and aerial. Any costs incurred for locating and protecting and/or relocating any utilities shall be borne by the Permittee.

- AUTHORITY: The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
- 2. REVOCATION: Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
- DENIAL FOR NONPAYMENT OF FEES: Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
- ASSIGNMENT: No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
- ACCEPTANCE OF PROVISIONS: Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
- 6. BEGINNING OF WORK: When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holldays, unless otherwise specified in this permit.
- 7. STANDARDS OF CONSTRUCTION: All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Specifications. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
- PLAN CHANGES: Changes to plans, specifications, and permit
 provisions are not allowed without prior approval from the State
 representative,
- 9. INSPECTION AND APPROVAL: All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
- 10. PERMIT AT WORKSITE: Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
- CONFLICTING ENCROACHMENTS: Permittee shall yield start
 of work to ongoing, prior authorized, work adjacent to or within the
 limits of the project site. When existing encroachments conflict with
 new work, the permittee shall bear all cost for rearrangements, (e.g.,
 relocation, alteration, removal, etc.).
- PERMITS FROM OTHER AGENCIES: This permit is invalidated
 if the permittee has not obtained all permits necessary and required by

- law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
- 13. PEDESTRIAN AND BICYCLIST SAFETY: A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
- 14. PUBLIC TRAFFIC CONTROL: As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.
 - Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
- 15. MINIMUM INTERFERENCE WITH TRAFFIC: Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
- 16. STORAGE OF EQUIPMENT AND MATERIALS: The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways 30', conventional highways (no curbs) 20', conventional highways (with curbs) 1.5'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
- 17. CARE OF DRAINAGE: Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
- RESTORATION AND REPAIRS IN RIGHT OF WAY: Permittee
 is responsible for restoration and repair of State highway right of way
 resulting from permitted work (State Streets and Highways Code,
 Sections 670 et. seq.).

- 19. RIGHT OF WAY CLEAN UP: Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
- 20. COST OF WORK: Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
- ACTUAL COST BILLING: When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
- 22 AS-BUILT PLANS: When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
 - Upon completion of the work provided herein, the permittee shall send one veilum or paper set of As-Built plans, to the State representative, Mylar or paper sepia plans are not acceptable.
 - All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - 3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
 - 4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
 - As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
 - 6. Discialiner statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Bullt plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
- 23. PERMITS FOR RECORD PURPOSES ONLY: When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
- 24. BONDING: The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: in recognition that

project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.

- 25. FUTURE MOVING OF INSTALLATIONS: Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
- 26. ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
- 27. PREVAILING WAGES: Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
- RESPONSIBILITY FOR DAMAGE: The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations. or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.

The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any oause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

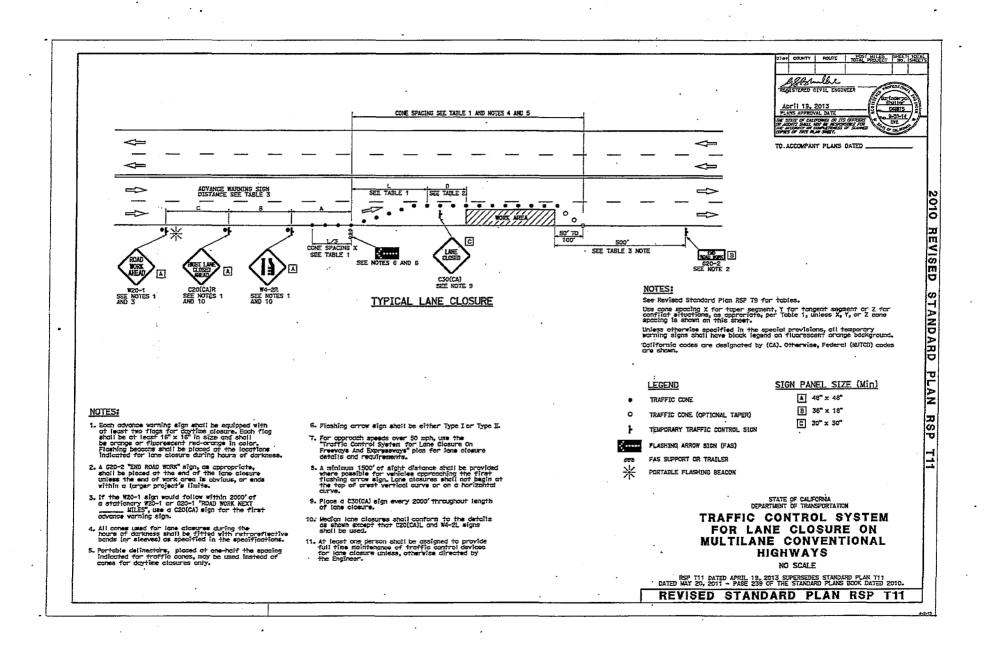
For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

- NO PRECEDENT ESTABLISHED: This permit is issued with the understanding that it does not establish a precedent.
- 30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:
 - A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:
 - 1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - 2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
 - 3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.
 - 4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
 - 5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.
- 31. MAINTENANCE OF HIGHWAYS: The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.
- 32. SPECIAL EVENTS: In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

 PRIVATE USE OF RIGHT OF WAY: Highway right of way shall not be used for private purposes without compensation to the State.

- The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.
- 34. FIELD WORK REIMBURSEMENT: Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.
- 35. NOTIFICATION OF DEPARTMENT AND TMC: The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.
- 36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.
- 37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:
 Any excavation requires compliance with the provisions of
 Government Code Section 4216 et. seq., including, but not limited to
 notice to a regional notification center, such as Underground Service
 Alert (USA). The permittee shall provide notification at least 48 hours
 before performing any excavation work within the right of way.



TO ACCOMPANY PLANS DATED _

TABLE 1

| | TIPES LEVOTTI COTTUNI MIS | | | | | | | | |
|-----------|--|--------------|-----------------|-----------------|-------|--|----------|--|--|
| <u> </u> | TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING | | | | | | | | |
| | MINIMUM TAPER LENGTH * FOR WIDTH OF DESET 12 FEET (W) | | | | | MAXIMUM CHANNELIZING DEVICE SPACING | | | |
| SPEED | | | | | x | ۲ | Z ** | | |
| (5) | TANGENT ZL | MERGING L | SHIFTING L/2 | SHOULDER L/3 | TAPER | TANGENT | CONFLICT | | |
| and p | 57 | ff | ft | 51 | ft | ft | ft | | |
| 20 | 160 | 80 | 40 | 27 | 20 | 40 | 10 | | |
| 25 | 250 | 125 | 63 | 42 | 25 | 50 | 12 | | |
| 30 | 360 | 180 | 90 | 60 | 30 | 60 | 15 | | |
| 35 | 490 | 245 | 123 | 82 | 35 | 70 | 17 | | |
| 40 | 540 | 320 | 160 | 187 | 40 | 80 | 20 | | |
| 45 | 1080 | 540 | 270 | 180 | 45 | 90 | . 22 | | |
| 50 | 1200 | 600 | 300 | 200 | 50 | 100 | 25 | | |
| 55 | 1320 | 660 | . 330 | 220 | 55 | 110 | 27 | | |
| 50 | 1440 | 720 | 360 | 240 | 60 | 120 | .30 | | |
| 65 | 1560 | 780 | 390 | 260. | 65 | 130 | 32 | | |
| 70 | 1680 | 840 | 420 | 280 | 70 | 140 | 35 | | |

K − For other offsets, use the following merging toper length formula for L For speed of 40 mph or less, L = NS/FO For speed of 45 mph or more, L = NS

Where: $L = Toper \ length \ in \ feet$

- W = Width of offset in feet
- S = Posted speed limit, off-pack 85th-parcentils speed prior to work starting, or the opticipated operating speed in mph
- ** Use for toper and tangent sections where there are no payement markings or where there is a conflict between existing payement markings and channelizers (CA).

TABLE Z

| LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING | | | | |
|--|---------|----------------|-------------|-------|
| | | DON | NGRADE Mîn | D XXX |
| SPEED* | Min D** | -37% | -5% | -9X |
| mph | ft | f † | ff | ft |
| 20 | 115 | 115 | 120 | 126 |
| 25 | 155 | 158 | 165 | 173 |
| 30 | 200 | 205 | 215 | 227 |
| 35 | 250 | 257 | 271 | 287 |
| 40 | 305 | 315 | 333 | 354 |
| 45 | 260 | 378 | 400 | 427 |
| 50 | 425 | 446 | 474 | 507 |
| 55 | 495 | 520 | 553 | 593 |
| 60 | 570 | 598 | 638 | 686 |
| 65 | 645 | 682 | -728 | 785 |
| 70 | 730 | 771 | \$25 | 891 |

- Speed is posted speed limit, aff-peck 85th-percentile speed prior to work starting, or the anticipated operating speed in mph
- 364 Longitudinal buffer space or flagger station spacing.
- HOLD Use on sustained downgrade steeper than -3 percent and longer than 1 mile.

TABLE 3

| ADVANCE WARNING SIGN SPACING | | | | |
|------------------------------------|------------------------|------|------|--|
| | DISTANCE BETHEEN SIGNS | | | |
| ROAD TYPE | A | В | C | |
| | f÷ | ft | ft | |
| URBAN - 25 mph OR LESS | 100 | 100 | 100 | |
| URBAN - MORE THAN 25 mpb TO 40 mpb | 250 | 250 | 250 | |
| URBAN - MORE THAN 40 mph | 350 | 350 | 350 | |
| RURAL | 500 | 500 | 500 | |
| EXPRESSWAY / FREEWAY | 1000 | 1500 | 2640 | |

*- The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATI

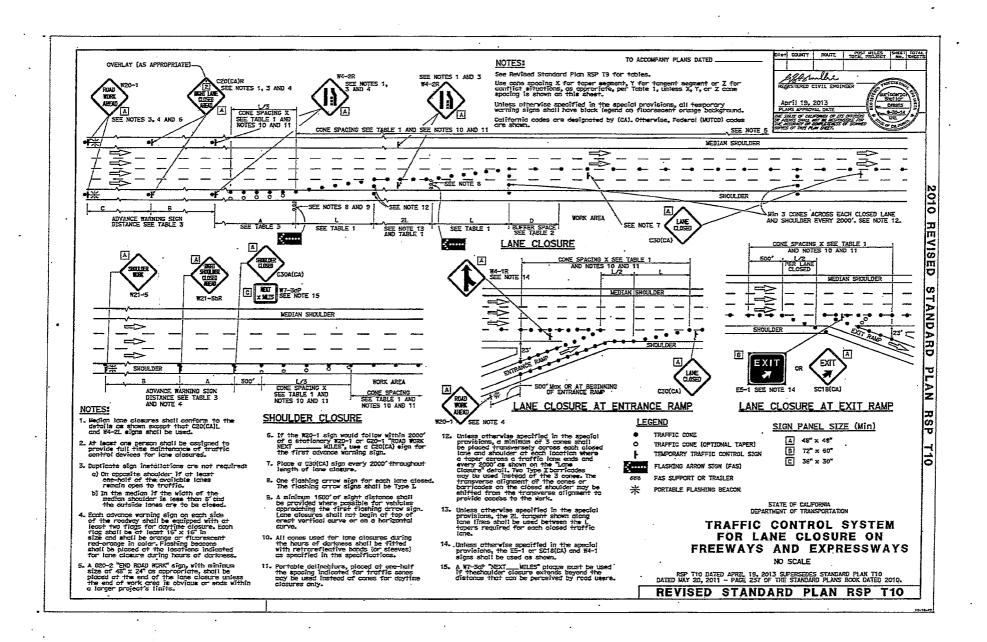
TRAFFIC CONTROL SYSTEM TABLES FOR LANE AND RAMP CLOSURES

.NO SCALE

RSP T9 DATED JULY 19, 2013 SUPERSEDES RSP T9 DATED APRIL 19, 2013 THAT SUPPLEMENTS THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T9

2010 REVISED



APPENDIX G

SAMPLE PRIVATE PROPERTY AGREEMENT-WATER REPLUMB

AGREEMENT BETWEEN THE CITY AND THE PRIVATE PROPERTY OWNER TO CONSTRUCT A PRIVATE WATER SERVICE

The City of San Diego is constructing a new water main in the public right-of-way to replace the inaccessible main that currently serves your property in order to secure the health and safety of the citizenry. The name of the construction project improving the water serving your property is *Water Group 942*, Work Order/Document No. *WBS # B-11038*. As a result of the new water main construction, the City anticipates that on or about January 22nd, 2016 the existing water main servicing 5445 Kearny Villa Road, San Diego, CA 92123 will be abandoned and service will be terminated. In order to connect to the new water main, a new private water service must be constructed to service the Property.

In order to expedite construction of the new water main, the City will provide to the owner(s) of the Property [Property Owner(s)] construction of a new private water service at no cost in accordance with the terms and conditions of this Agreement. If the Property Owner(s) reject(s) the City's offer to construct a Lateral, the Property Owner(s) must personally secure the construction of a Lateral, and connection to the new water main, at Property Owner's(s') own expense. Further, Property Owner(s) who fail to construct a Lateral or who do so incorrectly, and all other Property Owner(s) who reject the City's offer, are solely and fully responsible for any and all liability, claims, losses, damages, or injuries to any person or any other related facility.

To take advantage of the City's offer of construction at no expense to the Property Owner(s), the Property Owner(s) must return to the City an original copy of this Agreement, with notarized signatures from all Parties who have an ownership interest in the Property, to Right of Way Design Division, Attn: Project Engineer Mahyar Navizi, 600 B Street, Suite 800, San Diego, CA 92101-4502 within thirty (30) days of its receipt. Failure to submit the signed Agreement within that time period constitutes a rejection of this Agreement, triggering all liability described above. The City may, in its sole discretion, accept the completed Agreement after the thirty days have elapsed. If the Property Owner(s) accept(s) the City's offer and the completed Agreement is accepted by the City, then the parties agree as follows:

- 1. Right to Enter. Property Owner(s) authorize(s) the City, its officers, agents, employees, and independent contractors to enter upon the Property (APN# 369-100-11-00) for the purpose of constructing a Private Water Service. This Right of Entry is limited in time and shall automatically expire three hundred and sixty-five (365) days from the date the Notice of Completion is filed under the applicable construction contract.
- 2. City to Hire Contractor. The City will hire a licensed contractor to construct a Lateral, provided that money is first authorized by the City Council or Mayor as required by law. The Contractor will design the Lateral and obtain a building permit, if required, for this work.
- 3. Construction of Lateral. Construction of the Lateral includes any and all equipment, facilities, and/or appurtenances necessary to secure adequate water service from the Property to the

new water main. The construction and equipment will include a Lateral, connection to the new main, and abandonment of the old private water service. The location and limits of this work will be substantially as shown on Exhibit A (drawing), incorporated herein by this reference, or as otherwise agreed to in writing by the parties.

- 4. Contractor Obligations. The Contractor will protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction of the Lateral. The Contractor will restore those portions of existing improvements that are affected by construction operations to their original or practical equivalent condition, as determined by the City, including pavement, decorative pavers, driveways, curbs, walks, tile, minor structures, retaining walls, utility poles, guy wires, fences, lawns, shrubs, and trees. Mature landscaping will be replanted with a practical and commercially available replacement and the Property Owner(s) shall be responsible for, in perpetuity, all maintenance and watering necessary to insure growth from the date planted.
- 5. Damage or Injury During Construction. Property Owner(s) shall not be responsible for any damage to equipment or injury to the City's officers, agents, employees, or independent contractors incurred in performance of construction of the Lateral, except as caused by Property Owner's(s') negligence or willful misconduct.
- 6. Notification of Commencement. The Contractor will be responsible for notifying the occupants of the Property at least ten (10) working days before starting construction.
- 7. City Inspection of Work. Property Owner(s) shall allow City representatives to have reasonable access to the Property to verify that Contractor's work was performed in accordance with applicable State and local plumbing, building, and health regulations. The City will perform a final inspection of the Lateral to confirm construction and for the purpose of determining whether the Lateral complies with or violates any enactment or contains or constitutes a hazard to health and safety. The Property Owner(s) agree(s) that the City's approval is general approval only and that the Contractor is solely responsible for complying with all applicable laws, codes, and good construction practices.
- 8. Work Site Access and Condition. The Contractor will maintain pedestrian and vehicular access to the Property after working hours and as much as practical during working hours (7 a.m. to 3:30 p.m.). [If there are any changes to the working hours, the Contractor will notify the Property Owner(s) or occupants of the Property at least 48 hours in advance.] The Contractor will be required to keep the work site clean and free from rubbish and debris through all phases of construction. Upon completion of the work, the Contractor will remove all equipment, materials, and debris from the work site.
- 9. Warranty and Maintenance Obligations. After the City's final inspection, construction of the Lateral is considered complete. Upon completion, the Contractor will warrant the Contractor's work, guaranteeing for a period of one (1) year that the work is free from defects in workmanship or materials. The Contractor shall be responsible for any and all necessary work covered by the warranty during the warranty period. Any warranties available on pipe or other materials shall be provided by the Contractor and/or any manufacturer to the Property Owner(s). Upon completion, the Property Owner(s) shall bear full responsibility for any and all maintenance of the Lateral. In

addition, the Property Owner(s) shall bear full responsibility for any and all repairs of the Lateral, and any and all equipment, facilities, and/or appurtenances including, but not limited to, anything not covered by any available warranties and anything not covered after expiration of any available warranties.

- 10. Liability After Completion. Upon completion, the Property Owner(s) shall release and agree to hold the City harmless from any and all liability for any damages caused or claimed to be caused by the design, construction, maintenance, repair, or presence of the Lateral, and from any liability or claims by any person arising from any conditions discovered at the Property or arising as a result of work performed at the Property by the Contractor related to the subject matter of this Agreement. Under no circumstances shall the City be liable for any losses or damages, however caused, relating to the Lateral.
- 11. Section Headings. All captions and section headings are for convenience only and shall not affect the interpretation of this Agreement.
- 12. Counterparts. This Agreement may be executed in several counterparts. All counterparts collectively constitute one Agreement that is binding on all of the parties to this Agreement even though each of the signatory parties may have executed separate counterparts.
- 13. Authority to Execute. The parties signing this Agreement represent and warrant that they are legally authorized and competent to execute this Agreement.
- 14. Entire Understanding. This Agreement constitutes the entire agreement between the parties, and supersedes any and all prior understandings, representations, warranties, and agreements on this issue.
- 15. Covenant Running with the Land. The Agreement is a covenant running with the Property and shall be binding upon the Property Owner(s) and any Successor(s), and the interests of any Successor(s). The interests of any Successor(s) shall be subject to each and every condition set out in this Agreement and all referenced documents. Property Owner(s) agree to provide a copy of this Agreement to any prospective purchasers of the Property.
- 16. Notarization and Recording. This Agreement shall be executed in recordable form by the Property Owner(s) before a Notary Public. After this document has been fully executed by all of the parties, it shall be recorded by the City as an agreement affecting real property, in the Office of the Recorder of the County of San Diego, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the Mayor's delegation in accordance with San Diego City Charter section 265 authorizing such execution, and by the Property Owner(s).

| PROPERTY OWNER(S) | | THE CITY OF SAN DIEG | O |
|---|---------------|--------------------------|-------------|
| By: | By: | | |
| ☐ Individual | y | Mayor or Designee | |
| Trustee | D / 1 | | |
| Other/Specify: | Dated: _ | | |
| (Please Check Only One Box) | | | |
| Dated: | | | |
| | | | |
| Print Name/Title (if applicable) | | | |
| By: | | | |
| ☐ Individual | | | |
| ☐ Trustee | | | |
| Other/Specify: | | | |
| (Please Check Only One Box) | | | |
| Dated: | | | |
| Print Name/Title (if applicable) | | | |
| Print Name of Trust, Corporation, or other Enti Holding Property (if applicable): | | | |
| Property Owner(s) Telephone Number: | | | |
| I HEREBY APPROVE the form and leg | gality of the | foregoing Agreement this | day |
| | Jan I. | Goldsmith, City Attorney | |
| Ву | / : | | |
| · | | Deputy City Attorney | - |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

| State of | |
|-------------------------------|---|
| County of | |
| On, | , before me,, |
| (Date) | (Name and Title of Officer, e.g. Jane Doe, Notary Public) |
| personally appeared | |
| , | (Name(s) of Signer(s)) |
| personally known to me - OR - | proved to me on the basis of satisfactory evidence to |
| | be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signatures(s) on the instrument, the person(s) 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. |
| (Scal) | (Signature of Notary Public) |

APPENDIX H

HAZARDOUS LABEL/FORMS

INCIDENT/RELEASE ASSESSMENT FORM 1

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

| | - · · · · · · · · · · · · · · · · · · · | | | |
|--------|--|-----|----|--|
| Que | stions for Incident Assessment: | YES | NO | |
| 1. | Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation? | | | |
| 2. | Did anyone, other than employees in the immediate area of the release, evacuate? | | | |
| 3. | Did the release cause off-site damage to public or private property? | | | |
| 4. | Is the release greater than or equal to a reportable quantity (RQ)? | | | |
| 5. | Was there an uncontrolled or unpermitted release to the air? | ٦ | | |
| 6. | Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site? | | | |
| 7. | Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements? | | | |
| 8. | Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent? | 0 | | |
| 9. | Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)? | | | |
| 10. | Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment? | | | |
| it 800 | answer is YES to any of the above questions – report the release to the California Office of -852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. If agencies may require notification depending on the circumstances. | | | |

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a "no" response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements. 5-02-08 Page 1 of 2

NON REPORTABLE RELEASE INCIDENT FORM

| 1. RELEASE AND RESPONSE DES | CRIPTION | Incident # |
|---|---------------------------------------|---|
| Date/Time Discovered | Date/Time Discharge | Discharge Stopped Yes No |
| Incident Date / Time: | | |
| Incident Business / Site Name: | | |
| Incident Address: | | |
| Other Locators (Bldg, Room, Oil Field, I | | |
| Please describe the incident and indicate | specific causes and area affected. | Photos Attached?: Yes No |
| | | |
| | | |
| | | |
| | | |
| | | |
| Indicate actions to be taken to prevent sir | nilar releases from occurring in the | future. |
| | | |
| | | |
| | | |
| | · · · · · · · · · · · · · · · · · · · | |
| | | |
| 2. ADMINISTRATIVE INFORMAT | TON | |
| Supervisor in charge at time of incident: | | Phone: |
| Contact Person: | | Phone; |
| | | |
| 3. CHEMICAL INFORMATION | | |
| Chemical | Quantity | \square GAL \square LBS \square FT ³ |
| Chemical | - Quality | |
| | Quantity | GAL LBS FT ³ |
| Chemical | Quantity | \square GAL \square LBS \square FT ³ |
| Clean-Up Procedures & Timeline: | - Quanto | |
| | | |
| · | | |
| | | |
| | | |
| | | |
| | , | |
| | | |
| | | |
| Completed By: | Phone: | |
| Print Name: | Title: | |

5-02-08

Page 2 of 2

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM

| A | BUSINESS NAME FACILITY EMERGENCY CONTACT & PHONE NUMBER |
|---|---|
| E | INCIDENT MO DAY YR TIME OES OES (use 24 hr time) CONTROL NO. |
| d | INCIDENT ADDRESS LOCATION CITY/COMMUNITY COUNTY ZIP |
| | CHEMICAL OR TRADE NAME (print or type) CAS Number |
| | CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A CHECK IF RELEASE REQUIRES NOTIFI - CATION UNDER 42 U.S.C. Section 9603 (a) |
| | PHYSICAL STATE CONTAINED PHYSICAL STATE RELEASED QUANTITY RELEASED SOLID LIQUID GAS |
| | ENVIRONMENTAL CONTAMINATION TIME OF RELEASE DURATION OF RELEASE AIR WATER GROUND OTHER DAYS — HOURS — MINUTE |
| F | ACTIONS TAKEN |
| | |
| F | KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information) ACUTE OR IMMEDIATE (explain) CHRONIC OR DELAYED (explain) NOTKNOWN (explain) |
| G | ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS |
| H | COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION) |
| 1 | CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information sub mitted and b elleve the sub mitted information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type) SIGNATURE OF REPORTING FACILITY REPRESENTATIVE |

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c),

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

State Emergency Response Commission (SERC) Attn: Section 304 Reports Hazardous Materials Unit 3650 Schriever Avenue Mather, CA 95655

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

| $H\Delta$ | $Z\Delta$ | $R \cap$ | | IS | |
|---------------------------------|--|------------------------|--------------------|--------|------------|
| | Anna / N. H. III /AN | | | pv. | |
| | $II\Delta$ | | l le | | |
| | | | | M M | |
| STATE AND FEDE IF FOUND, CON | TACT THE NEAR | EST POLICE, | OR PUBLIC 8 | AFETY | |
| AUTHORITY, OR OR THE CAL | THE U.S. ENVIRO IFORNIA DEPAR | | | | |
| GENERATOR NAME | | | | | |
| ADDRESS | LIBATE TO THE STREET | | PHORE II | |] |
| OTTY | STAY | e | ZIP | | 100 100 |
| ID NO. IFA WASTE NO. | CA WASTE NO. | OCUMENT NO ACCL | MULATION TOATE | 7 7 | 1 |
| CONTIENTS, COMPOSITION | in the | JIAN | i Daie | | |
| PROFER DOT SHIFFING MAME | | | | | 1 |
| TECHNICAL NAME (S) | | | | | 4 |
| UNINA NO. WITH PREFIX | ZARDOUS PROPERTI | IES OFLA O REACTIVE | MMABLE C) OTHER | TOXIC | _l= _ |
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| | The state of the s | | | STES | |

APPENDIX I

LOCATION MAP

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce with permission granted by RAND MCNALLY & COMPANY® to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY.



New Proposed Alignment

Existing Water Line

Legend

Proposed Water Line

Abandoned Line

COMMUNITY NAME

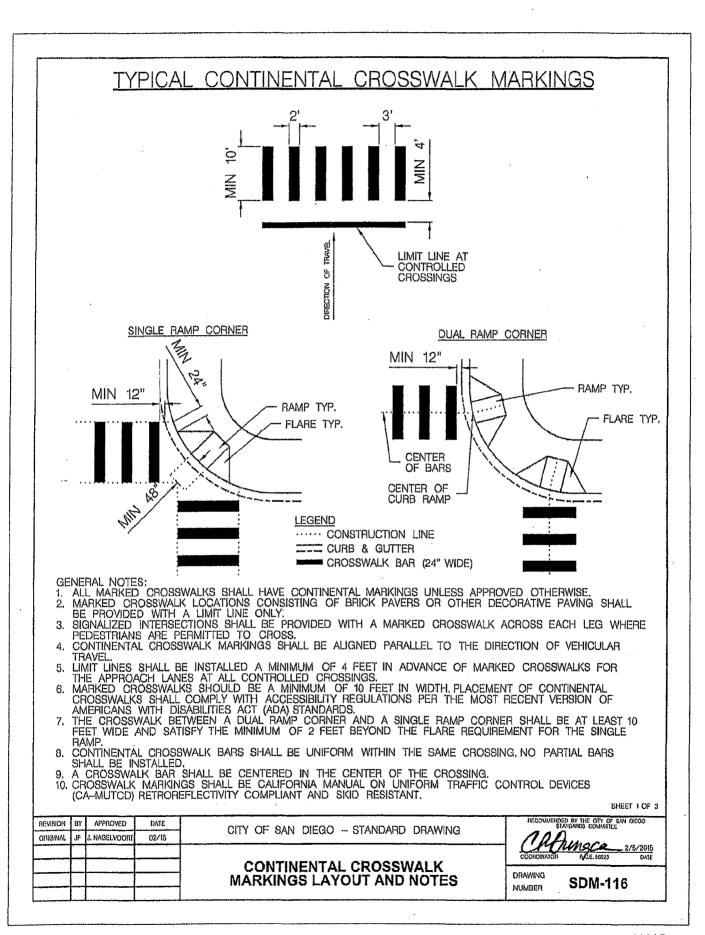
SAP ID: B-11038

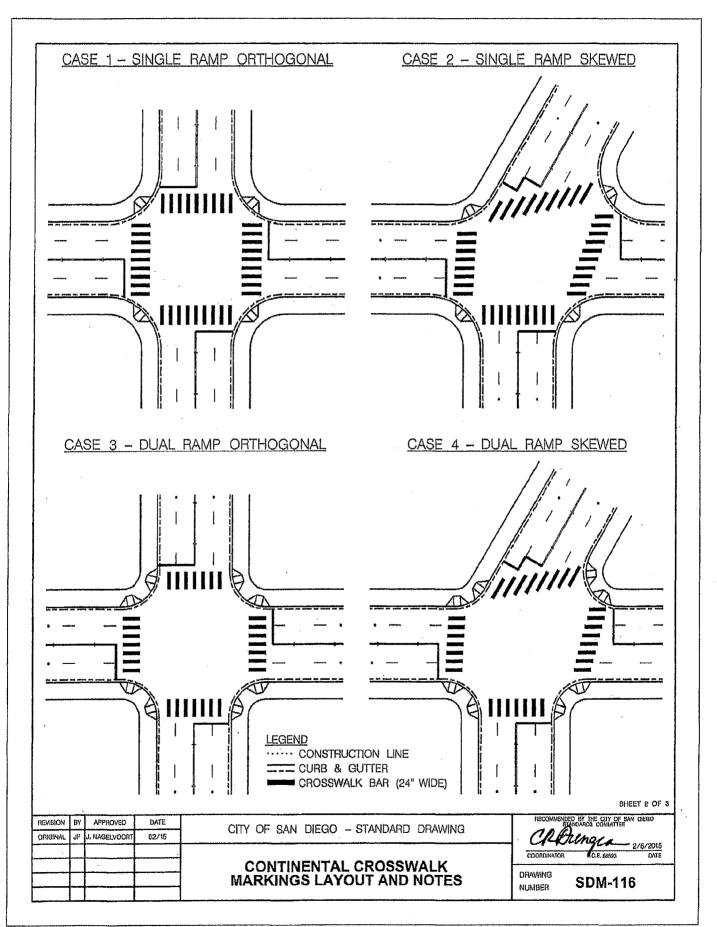
COUNCIL DISTRICT:

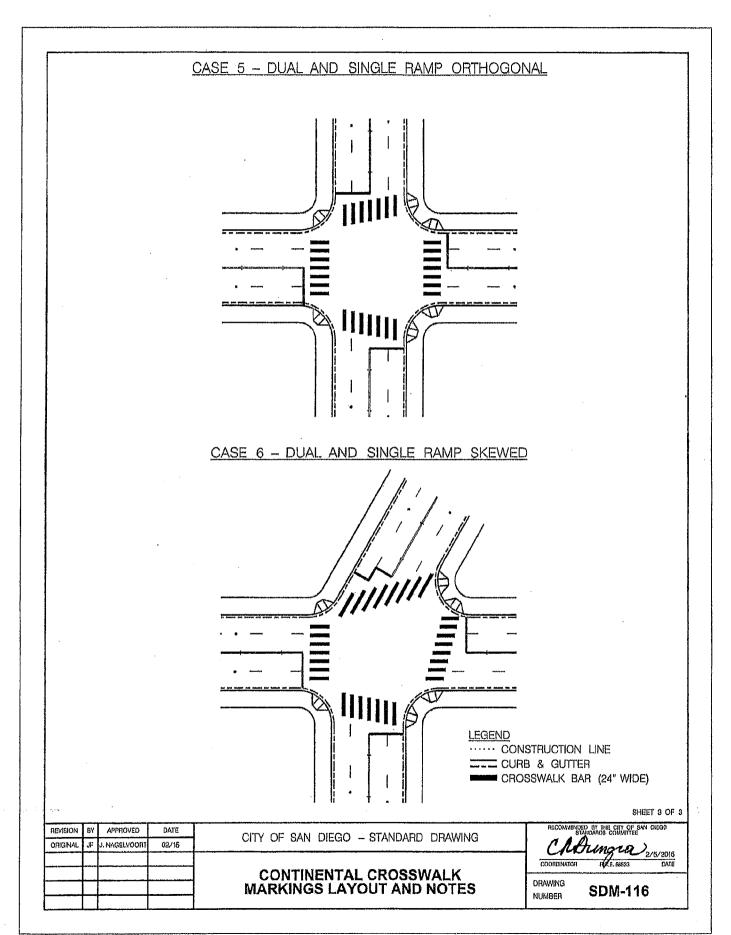
KEARNY MESA Water Group 942 Appendix I - Location Map Wolume Pof 2 (Rev. May 2015) Date: March 25, 2014

APPENDIX J

CONTINENTAL CROSSWALK







APPENDIX K

SAMPLE OF PUBLIC NOTICES

City of San Diego

| CONTRACTOR'S NAME: Y-TH CONSTRUCTION INC. |
|--|
| ADDRESS: (2) TOWARD Rd., HOME, CA 91901 |
| TELEPHONE NO.: (019-56)-9404 FAX NO.: (019-560-11085 |
| |
| CITY CONTACT: ELEIDA FELIX YACKEL, Contract Specialist, Email: EFelixYackel@sandiego.gov |
| Phone No. (619) 533-3449, Fax No. (619) 533-3633 |
| JSoriano/RW Bustamante/egz |

CONTRACT DOCUMENTS

FOR

WATER GROUP 942

VOLUME 2 OF 2

| BID NO.: | K-15-1334-DBB-3 | |
|----------------------|-----------------|--|
| SAP NO. (WBS/IO/CC): | B-11038 | |
| CLIENT DEPARTMENT: | 2013 | |
| COUNCIL DISTRICT: | 6 | |
| PROJECT TYPE: | KA | |
| | | |

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > PHASED-FUNDING.
- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ➤ PREVAILING WAGE RATES: STATE ☐ FEDERAL ☐
- > APPRENTICESHIP

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

DESCRIPTION

PAGE NUMBER

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. | Bid/ProposalBid Bond | 6 |
| 3. | Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 | |
| 4. | Contractors Certification of Pending Actions | 8 |
| 5. | Equal Benefits Ordinance Certification of Compliance | 9 |
| 6. | Proposal (Bid) | . 10 |
| 7. | Form AA35 - List of Subcontractors | . 17 |
| 8. | Form AA40 - Named Equipment/Material Supplier List | . 18 |
| Q | Form AA45 - Subcontractors Additive/Deductive Alternate | 10 |

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 C | Code |
| (5) | Telephone No Facsimile No | D_ 1111 (111 11 11 11 11 11 11 11 11 11 11 |
| (6) I | Email Address | |
| | ARTNERSHIP, SIGN HERE: Name under which business is conducted | |
| Water Gro | | 3 Page |

Volume 2 of 2 (Rev. Mar. 2015)

| (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 StateZip Code |
| (6) | Telephone No Facsimile No |
| (7) | Email Address |
| IF A CO | ORPORATION, SIGN HERE: |
| (1) | Name under which business is conducted HA Construction Inc. |
| (2) | Signature, with official title of officer authorized to sign for the corporation: |
| | Paul M. Henderson (Printed Name) |
| | President |
| | (Title of Officer) (Impress Corporate Seal Here) |
| (3) | Incorporated under the laws of the State of |
| (4) | Place of Business (Street & Number) 881 Taylorn Rd. |
| (5) | City and State Zip Code Zip Code |
| (6) | Telephone No. <u>199-5103-9404</u> Facsimile No. <u>199-5103-1085</u> |
| (7) | Email Address |
| Water Gr Bid / Pro Volume 2 | |

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 T |
| LICENSE NO. 318384 EXPIRES Jan 31 ,2017 |
| DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: |
| 1000008998 |
| 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): |
| Email Address: Drin exta construction.com |
| Email Address: VIII) CE-ICICATOII CONT |
| 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 Title MeSident |
| |
| SUBSCRIBED AND SWORN TO BEFORE ME, THIS DAY OF |
| Notary Public in and for the County of, State of |
| |
| (NOTARIAL SEAL) See attached |

| CALIFORNIA | JUR. | AT |
|------------|------|----|
|------------|------|----|

| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. |
|--|
| STATE OF CALIFORNIA } |
| COUNTY OF San Diego |
| Subscribed and sworn to (or affirmed) before me on this day of July , 2015 |
| by Paul M. Henderson |
| proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. |
| Signature RAGSDALE Commission # 2108698 Notary Public - California San Diego County My Comm. Expires Apr 29, 2019 |
| OPTIONAL |
| Description of Attached Document |
| Title or Type of Document: With Group 947 Bid Da S |
| Number of Pages: |
| Document Date: |
| Other: |
| |
| |
| 2015 Apostille Service. 707-992-5551 www.CaliforniaApostille.us California Mobile Notary Network www.CAMNN.com |

BID BOND

| KNOW ALL MEN B | Y THESE PRESI | ENTS, | | | |
|---|--|---|--|--|--|
| That | KTA | Construction, Inc | | as | Principal, and |
| held and firmly boun | The Guarantee (d unto The City o | | nafter called "C | OWNER," in the | |
| OF THE TOTAL Edind ourselves, our laterally by these-presentations. | neirs, executors, | | | | |
| WHEREAS, said Pri under the bidding sch | | | | | ORK required |
| | Water (| Group 942, K-15-1 | .334-DBB-3 | | |
| NOW THEREFORE and in the manner reconfugate and furnishes the requand void, otherwise it by said OWNER and such suit, including a | quired in the "Not with said Contrac uired Performanc shall remain in f OWNER prevai | ice Inviting Bids" of Documents, fur the Bond and Payroull force and effects, said Surety sha | enters into a wanishes the requirent Bond, then to the event the pay all costs | vritten Agreemer uired certificates n this obligation suit is brought u | nt on the form of insurance, shall be null upon this bond |
| SIGNED AND SEAL | .ED, this | 24th | _ day of | June | , 20 <u>15</u> |
| KTA Construction, In (Principa | | _(SEAL) | The Guarant North Ameri | tee Company of ica USA (Surety) | (SEAL) |
| By:(Sig | nature) | | By: | (Signatury) vers, Attorney-in | n-Fact |
| (SEAL AND NOTAE | HAL ACKNOWI | EDGEMENT OF | SURETY | | |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189 A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document. STATE OF CALIFORNIA County of San Diego JUN 24 2015 , Notary Public. before me, John Richard Flores JR. Insert Name of Notary exactly as it appears on the official seal personally appeared Sarah Myers Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(樹) whose name(樹) is/樹樹 subscribed to the within instrument and acknowledged to me that ##/she/###/executed the same in ###/her/####/ authorized capacity(###), and that by 恍her/恍惚 signature(對) on the instrument the person(\$), or the entity upon behalf of which the person(\$) JOHN RICHARD FLORES JR. COMM. #2036097 Notary Public - California San Diego County My Comm. Expires Aug. 8, 2017 acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. Signature Signature of Notary Public John Richard Flores JR. Place Notary Seal Above --- OPTIONAL -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document. **Description of Attached Document** Title or Type of Document: Number of Pages: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Individual ☐ Individual Corporate Officer — Title(s): ☐ Corporate Officer — Title(s): ☐ Partner ☐ Limited ☐ General ☐ Limited ☐ General ☐ Partner ✓ Attorney in Fact ☐ Attorney in Fact RIGHT THUMBPRINT RIGHT THUMBPRINT OF SIGNER ☐ Trustee OF SIGNER ☐ Trustee Guardian or Conservator ☐ Guardian or Conservator Top of thumb here Top of thumb here Cther: ☐ Other:

Signer is Representing:

Signer is Representing:
Surety Company



The Guarantee Company of North America USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Lawrence F. McMahon, Maria Vhanneza Guise, Sarah Myers, Charlotte Aquino, James D. Castle, Jennifer L. Clampert, Janice Martin Alliant Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
- 2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
- 3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
- 4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

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



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN County of Oakland

Stephen C. Ruschak, Vice President

MC fr

Randall Musselman, Secretary

Maraue Jumale

June

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthla A. Takai Notary Public, State of Michigan County of Oakland My Commission Expires February 27, 2018 Acting in Oakland County IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia a. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24th day of

Koracepumele

Randall Musselman, Secretary

2015

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. |
|---|
| STATE OF CALIFORNIA } |
| COUNTY OF San Digo |
| on July 15, 2015 before me, Prin Rag Scale Notary |
| Public, Date (here insert name and title of the officer) |
| personally appeared Haul M. HACKERS |
| |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. |
| WITNESS my hand and official seal. BRIN RAGSDALE Commission # 2108698 Notary Public - California San Diego County My Comm. Expires Apr 29, 2019 |
| Signature: (Seal) OPTIONAL |
| Description of Attached Document |
| Title or Type of Document: Water Grap CHJ Number of Pages: |
| Document Date: Other: Da bad |
| 2015 Apostille Service. 707-992-5551 www.CaliforniaApostille.us California Mobile Notary Network www.CAMNN.com |

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 [| ·) ss. | | | |
| Paulm | Herderson | , be | eing first duly swo | rn, 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 | on, partnership, |
| company, association, o | organization, or corporat | ion; that the bid is go | enuine and not col | lusive or sham; |
| that the bidder has not | directly or indirectly ind | luced or solicited any | y other bidder to p | out in a false or |
| sham bid, and has not o | directly or indirectly coll | uded, conspired, cor | nnived, or agreed v | with any bidder |
| or anyone else to put ir | n a sham bid, or that any | one shall refrain fror | n bidding; that the | bidder has not |
| in any manner, direct | ly or indirectly, sought | by agreement, com | nmunication, or co | onference with |
| anyone to fix the bid p | orice of the bidder or an | y other bidder, or to | fix any overhead, | , profit, or cost |
| element of the bid price | e, or of that of any other | bidder, or to secure | any advantage aga | ainst the public |
| body awarding the co | ontract of anyone interes | ested in the propos | sed contract; that | all statements |
| contained in the bid are | e true; and further, that the | ne bidder has not, di | rectly or indirectly | , submitted his |
| or her bid price or any | breakdown thereof, or | the contents thereof, | , or divulged infor | mation or data |
| relative thereto, or pa | id, and will not pay, | any fee to any co | rporation, partners | ship, company |
| association, organizatio | on, bid depository, or to | any member or agen | t thereof to effectu | ate a collusive |
| or sham bid. | | | | |
| | Signed: | ·///// | | |
| | Subscribed and sworn to | Notary Publi | | |
| | | | -00/0/0 | |

| CALIFORNIA JURAT |
|---|
| A notary public or other officer completing this certificate verifies only the identity of the individual who the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. |
| STATE OF CALIFORNIA } |
| COUNTY OF San Diego |
| Subscribed and sworn to (or affirmed) before me on this 5 day of 400, 2015 |
| by Paul M. Henderson |
| proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. |
| BRIN RAGSDALE Commission # 2108698 Notary Public - California San Diego County My Comm. Expires Apr 29, 2019 |
| OPTIONAL |
| Description of Attached Document |
| Title or Type of Document: Non-Collugion Actica avit |
| Number of Pages: 2 Water Group 942 |

signed

2015 Apostille Service. 707-992-5551 www.CaliforniaApostille.us California Mobile Notary Network www.CAMNN.com

Document Date: _____

Other:

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.

| X | subject of | rsigned certifies that withi -a-complaint-or-pending-ac | etion-in-a-lega | l-administr | ative-proceeding-alleging- |
|------------------|---------------------------------------|---|---|---|--|
| | that Bidde | er discriminated against its | employees, s | ubcontract | ors, vendors or suppliers. |
| | subject of that Bidde A descrip | ersigned certifies that with a complaint or pending active discriminated against its stion of the status or resound and the applicable date | ction in a lega s employees, s lution of that | l administr subcontract complaint | rative proceeding alleging tors, vendors or suppliers. |
| DATE OF CLAIM | LOCATION | DESCRIPTION OF CLAIM | LITIGATION (Y/N) | STATUS | RESOLUTION/REMEDIAL ACTION TAKEN |
| CEANIA | | STATE MATERIAL PROPERTY. | (111) | | ACTON PARCIA |
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| | | | | | |
| | | | | | |
| | | | | | |
| Contractor | Name: | | | | |
| Certified B | Da | 1 M. Henders | \mathcal{A} | Title <u></u> | President Uslis |
| | | Name | | Date | 115/15 |
| | <u> </u> | Signature | | | V. 1,- |

USE ADDITIONAL FORMS AS NECESSARY

CHECK ONE BOX ONLY.

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO EQUAL BENEFITS PROGRAM 202 C Street, MS 9A, San Diego, CA 92101

Phone (619) 533-3948 Fax (619) 533-3220

| | | «COMPANY INFOR | MATION | ** | |
|---|---|------------------------------|--|--|-------------------|
| Company Name: | KIA Constructi | so Inc. | Contact Nai | ne: Mike Her | ncoulty |
| Company Addres | ss: 821 Tavern f | d | Contact Pho | one: <u>(1907–303</u> | -9404 |
| | Alane, CA 919 | 101 | | ail: Mikoe Ktaco | <u>NetDUMENU</u> |
| | | CONTRACT INFOR | RMATION | | |
| Contract-Title: | MOHOR GROUP Y | 40 | D. 0 | Start Date: | 160 |
| Contract Number | er (if no number, state location | 1 10 1001 | 1066-3 | End Date: | TED |
| The Carrel Depart | SUMMARY OF EC | DUAL BENEFITS OR | And and the production of the state of the s | and the contract of the contra | uill annuide and |
| | enefits as defined in SDMC §22 | | | s who certify they v | viii provide and |
| | hall offer equal benefits to emp | | | | |
| | nclude health, dental, vision ins cation expenses; employee assi | | | | unts, child care; |
| • | fit not offer an employee with a | • | | • | 1 |
| Contractor s enrollment | hall post notice of firm's equal | benefits policy in the work | kplace and notify employ | rees at time of hire a | and during open |
| | hall allow City access to record | s, when requested, to confir | m compliance with EBO | requirements. | |
| | hall submit EBO Certification of | · - | | | 1 |
| NOTE: This sur www.sandiego.go | nmary is provided for conve v/administration. | nience. Full text of the | EBO and Rules Implen | nenting the EBO a | are available at |
| | | QUAL BENEFITS OR | DINANCE CERTIF | ICATION | |
| Please indicate y | our firm's compliance status wi | th the EBO. The City may i | request supporting docum | entation. | |
| 女 | I affirm compliance with the | EBO because my firm (con | tractor must <u>select one</u> re | eason): | |
| | Provides equal benefits to | | ners. | | |
| | ☐ Provides no benefits to spe☐ Has no employees. | buses or domestic partiters. | | | |
| | ☐ Has collective bargaining | agreement(s) in place prior | to January 1, 2011, that h | as not been renewed | d or expired. |
| | I request the City's approval t | | | | |
| | made a reasonable effort but in the availability of a cash equi- | | | | |
| • | every reasonable effort to exte | | | • | |
| | r any contractor to knowingly ne execution, award, amendmen | | | | |
| | perjury under laws of the State the requirements of the Equal | | | | |
| | cash equivalent if authorized by | | | - | |
| Kant He Ciglo | resultaristation | | .//// | | 1112/12 |
| N | ame/Title of Signatory | | Signature | | Date |
| | | OR OFFICIAL CITY | <u> </u> | | |
| Receipt Date: | EBO Analyst: | □ Approved | □ Not Approved Re | ason: | Î |

Water Group 942

(Rev 02/15/2011)

PROPOSAL (BID)

The Bidder agrees to the construction of **Water Group 942**, 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 | NAICS | Payment Reference | Description | Unit Price | Extension |
|------|----------|------|--------|----------------------|--|------------|--------------|
| | | | | | | | |
| 1. | 1 | LS | 524126 | 2-4.1 | Bonds (Payment and Performance) | | \$ 32,000 |
| 2. | 1 | AL | | 7-5.3 | CalTrans Encroachment Permit - Type I | | \$5,000.00 |
| 3. | 1 | LS | 238990 | 7-9.1.1 | Video Recording of Pre-existing Conditions | | \$ 1500 |
| 4. | 1 | LS | 237310 | 7-10.2.6 | Traffic Control | | \$ 75,000 |
| 5. | 1 | LS | 237310 | 7-10.2.6 | Flashing Arrow Board | | \$ 5000 |
| 6. | 1 | LS | 237110 | 9-3.4.1 | Mobilization | | \$ 25,000- |
| 7. | 1 | AL | | 9-3.5 | Field Orders - Type II | | \$175,000.00 |
| 8. | 100 | CY | 237310 | 300-1.4 | Additional Pavement Removal and Disposal | \$ 50 | \$ 5000 |
| 9. | 18,720 | SF | 237310 | 302-1.12 | Cold Mill AC Pavement (0 - 1 1/2") | \$ 123 | \$ 18.720 |
| 10. | 38 | EA | 237310 | 302-1.12 | Traffic Detector Loop Replacement | \$ 500 | \$ 19,000 |
| 11. | 19 | TON | 237310 | 302-3.2 | Asphalt Pavement Repair | \$ 300 | \$ 5700 |

Water Group 942 Proposal (BID)

Volume 2 of 2 (Rev. Mar. 2015)

| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
|------|----------|------|--------|----------------------|---|------------|------------|
| 12. | 563,879 | SF | 237310 | 302-4.12.4 | Rubber Polymer Modified Slurry Type II and Striping | \$.32 | \$ 180,441 |
| 13. | 1,500 | SF | 237310 | 302-5.2.1 | Pavement Restoration Adjacent to Trench | \$ 1000 | \$ 15,000 |
| 14. | 1,028 | TON | 237310 | 302-5.9 | 1-1/2-Inch Asphalt Concrete Overlay and Striping | \$ 115 | \$ 118,220 |
| 15. | 20 | CY | 237310 | 302-6.8 | Bus Stop Pad | \$ 500 | \$ 10,000 |
| 16. | 10,400 | SY | 237310 | 302-7.4 | Pavement Fabric | \$ 3000 | \$ 31,200 |
| 17. | 1,000 | LB | 237310 | 302-14.5 | Crack Seal | \$ 3" | \$ 8,000 |
| 18. | 50 | LF | 237310 | 303-5.9 | Additional Curb and Gutter | \$ 3500 | \$ 1750- |
| 19. | 400 | SF | 237310 | 303-5.9 | Additional Sidewalk Removal and Replacement | \$ 100= | \$ 4000 |
| 20. | 10 | EA | 237310 | 303-5.10.2 | Curb Ramp Type A with Stainless Steel Detectable Warning Tiles | \$ 2900 | \$ 29,000 |
| 21. | 2 | EA | 237310 | 303-5.10.2 | Curb Ramp Type B with Stainless Steel Detectable Warning Tiles | \$ 2900 | \$ 5300 |
| 22. | 2 | EA | 237310 | 303-5.10.2 | Curb Ramp Type C1 with Stainless Steel Detectable Warning Tiles | \$ 2500 | \$ 56 00 |
| 23. | 1 | EA | 237310 | 303-5.10.2 | Curb Ramp Type C2 with Stainless Steel Detectable Warning Tiles | \$ 2900 | \$ 2900 |
| 24. | 1 | LS | 237110 | 306-1.1.6 | Trench Shoring | | \$ 20,000- |
| 25. | 140 | CY | 237110 | 306-1.2.1.1 | Additional Bedding | \$ 7500 | \$ 10,500 |
| 26. | 340 | TON | 237310 | 306-1.5.1 | Temporary Resurfacing | \$ 110 | \$ 37,400 |
| 27. | 90 | TON | 237110 | 306-1.6 | Imported Backfill | \$ 40 | \$ 3600 |

Water Group 942 Proposal (BID) Volume 2 of 2 (Rev. Mar. 2015)

| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
|------|----------|------|--------|----------------------|---|------------|-------------|
| 28. | 940 | LF | 237110 | 306-1.6 | 12-Inch Water Main, Class 305 | \$ 140 = | \$ 131,600 |
| 29. | 7,945 | LF | 237110 | 306-1.6 | 16-Inch Water Main, Class 305 | \$ 150 00 | \$1,191,750 |
| 30. | 53 | EA | 237110 | 306-1.6 | Thrust Blocks | \$ 500= | \$ ZC, 500 |
| 31. | 1 | EA | 237110 | 306-1.6 | 4-Inch Fire Service Connection | \$ 6000 | \$ 6,000 |
| 32. | 7 | EA | 237110 | 306-1.6 | 6-Inch Fire Service Connection | \$ 7000 | \$ 49,000 |
| 33. | 3 | EA | 237110 | 306-1.6 | 8-Inch Fire Service Connection | \$ 8,000 | \$ 24,000 |
| 34. | 18 | EA | 237110 | 306-1.6 | 6-Inch Fire Hydrant Assembly & Marker | \$ 7100 | \$ 127.300 |
| 35. | 35 | EA | 237110 | 306-1.6 | 16-Inch Butterfly Valve Class 250B | \$ 33000 | \$ 115,500 |
| 36. | 18 | EA | 237110 | 306-1.6 | 12-Inch Gate Valve | \$ 3200 | \$ 57,600 |
| 37. | 2 | EA | 237110 | 306-1.6 | 8-Inch Gate Valve | \$ 1700 | \$ 3400 |
| 38. | 14 | EA | 237110 | 306-1.6 | Water Valve Bypass for 16" (Including Valves and All Appurtenances) | \$ 3500 | l l |
| 39. | 1 | EA | 237110 | 306-1.6 | Water Valve Bypass for 36" (Including Valves, Appurtenances and All Cathodic Protection Per Detail A, Sheet 17) | \$ G0,000 | \$ 80,000 |
| 40. | 8 | EA | 237110 | 306-1.9.3.4 | 1-Inch Water Service with Private Replumbing | \$ 8,000 | \$ 64,000 |
| 41. | 1 | EA | 237110 | 306-1.9.3.4 | 4-Inch Fire Service with Private Replumbing (Including Backflow Preventor) | \$13,000 | \$ 13,000 |
| 42. | 2 | EA | 237110 | 306-1.9.3.4 | 6-Inch Fire Service with Private Replumbing (Including Backflow Preventor) | \$16,500 | \$ 33,000 |

Water Group 942 Proposal (BID) Volume 2 of 2 (Rev. Mar. 2015)

| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
|------|----------|------|--------|----------------------|---|------------|------------|
| 43. | 8 | EA | 237110 | 306-5.3 | Removal of Abandoned Water Meter Box | \$ 200 | \$ 1600 |
| 44. | 6,858 | LF | 237110 | 306-5.3 | Large Water Main Abandonment | \$ 600 | \$ 41,143 |
| 45. | 1 | LS | 237110 | 306-5.3 | Removal or Abandonment of Existing Water Facilities | | \$ 10,000 |
| 46. | 26 | EA | 237110 | 306-14.1 | 1-Inch Water Service | \$ 35000 | \$ 91,000 |
| 47. | 15 | EA | 237110 | 306-14.1 | 2-Inch Water Service | \$ 5000 | \$ 75,000 |
| 48. | 2 | EA | 237110 | 306-14.1 | 2-Inch Water Service Transfer | \$ 7000 | \$ 4,000 |
| 49. | 1 | EA | 237110 | 306-18 | 4-Inch Blowoff Valve Assembly | \$ 6,000 | \$ 6,000 |
| 50. | 2 | EA | 237110 | 306-19 | 2-Inch Air & Vacuum Valve | \$ 6,000 | \$ 12,000 |
| 51. | 3,290 | SF | 237110 | 314-4.4.6 | Continental Crosswalk | \$ 350 | \$ 11,515 |
| 52. | 16,420 | LF | 237110 | 600-1.2.1.3 | High-lining Removed by Contractor | \$ 192 | \$ 31,193 |
| 53. | 600 | SF | 237110 | 600-1.3.1.5 | Pavement Restoration for City Forces Final Connection | \$ 1000 | \$ 6,000 |
| 54. | 30 | HOUR | 238990 | 703-20 | Monitoring of Petroleum Contaminated Soil | \$ 100 | \$ 3,000 |
| 55. | 100 | TON | 238990 | 703-20 | Testing, Sampling Site Storage and Handling of Petroleum Contaminated Soil | \$ 35 | \$ 3,500' |
| 56. | 100 | TON | 238990 | 703-20 | Loading, Transportation and Disposal of Petroleum Contaminated Soil | \$ 1000 | \$ (0,000) |
| 57. | 1 | LS | 238990 | 703-20 | Preparation of Hazardous Waste Management Plan and Reporting | | \$ 5,000 |
| 58. | 1 | LS | 238990 | 703-20 | Community Health and Safety Plan | | \$ 5,000 |

Water Group 942 Proposal (BID) Volume 2 of 2 (Rev. Mar. 2015)

| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension | |
|------|----------|------|--------|----------------------|---|--------------|---------------|----|
| 59. | 1 | LS | 541330 | 701-13.9.5 | Water Pollution Control Program Development | | \$ 1000- | |
| 60. | 1 | LS | 237990 | 701-13.9.5 | Water Pollution Control Program Implementation | | \$ 5,000 | |
| 61. | 265 | LF | 237110 | 708-6 | Handling and Disposal of Non-friable Asbestos Material | \$ 10 - | \$ 2650 | |
| | | | | | ESTIMATED TOTA | AL BASE BID: | \$3,167,092.3 | 3 |
| | | | | | ALTERNATE A | | | N |
| 1. | 1 | LS | 541330 | 600-1.2.2.10 | High-lining by Contractor | | \$ Z00,000 | |
| 2. | -16,420 | LF | 237110 | 600-1.2.1.3 | High-lining Removed by Contractor (Base Bid Item 52) | \$ 1.90 | \$-31,195 | |
| | | | | | ESTIMATED TOTAL AL | TERNATE A: | \$ 168,502 | mc |
| • | | | | | ALTERNATE B | | | |
| 1. | 10 | EA | 237110 | 600-1.3.2.10 | 6-Inch Through 12-Inch Connections to the Existing System By Contractor | \$ 5,00 | \$ 50,000 | |
| 2. | 9 | EA | 237110 | 600-1.3.2.10 | 16-Inch Connections to the Existing System By Contractor | \$ 6,000 | \$ 54,000 | |
| 3. | 19 | EA | 237110 | 600-1.4.9 | Cut and Plug of the Existing System By Contractor | \$ 3,000 | \$ 57,000 | |
| | | | | | ESTIMATED TOTAL AI | | \$ 161,000 | W |
| | | | | ESTIMAT | ED TOTAL BASE BID PLUS ALTERNATE A PLUS AI | LTERNATE B: | \$3,496,894.2 | MC |

TOTAL BID PRICE FOR BID (Items 1 through 61, PLUS Alternate A, Items 1 through 2 and Alternate B, Items 1 through 3, inclusive) amount written in words:

THEE MILLION FOUR HUNDRED MINTY SIX THOUSAND EIGHT HUNDRED NINTY FOUR DOLLARS AND

Water Group 942 Proposal (BID) Volume 2 of 2 (Rev. Mar. 2015) 14 | Page

| The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the B has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being 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: | |
| Paul M. Herderson | |
| Marilyn L. Henderson | |
| | |
| | |
| IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and management true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an in full. Bidder: President Business Address: 801 Tayern Rd. April, CA 91901 | |
| | |
| Place of Business: | |
| Place of Residence: 1400 Pence 11, 21 april 21 a | |
| Signature: | |
| | |

NOTES:

- A. The City shall determine the low Bid based on the Base Bid plus the following Alternates: <u>A+B</u>.
- B. After the low Bid has been determined, the City may, at its sole discretion, award the Contract for the Base Bid alone or for the Base Bid plus any combination of alternates.
- C. 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.
- D. Failure to initial all corrections made in the bidding documents may cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

16 | Page

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.

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| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO | WHERE CERTIFIED 2 | CHECK IF JOINT VENTURE PARTNERSHIP |
|--|----------------------------|---------------------------------|--|--|--|-------------------------|---|
| Name: Statewide Stripes Inc. Address: PO Box LODOTIO City: San Diago State: CA Zip: 97100 Phone: 858-500-6887 Email: Javide Statewide Stripes. Com | Constructor | 788386 C37 | Striping! | 36,615.° | | | |
| Name: Cell-Creix Corp. Address: 135 E. Railroad Ave. City: Morrovia State: CA Zip: 91010 Phone: Email: TWENERCELL-CREIR. (CM) | constructor | 243404 | Hourdon- ment of Existing Utilitiés | 30,055.00 | | | |

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 Rusiness | 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 |

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|--|----------------------------|---------------------------------|--------------------------------|--|--|-------------------------|------------------------------------|
| Name: Suthwest Signal Service Address: 377 Rakign Ave. City: El Cajon State: CA Zip: 9000 Phone: Olg-443-3343 Email: ARDRAUCSUTHWEST Signal car | Constructor | 451115 | Traffic . loops | 17,500.00 | SLBE EIBE | city of SD | 4 |
| Name: JPS Jegal Video Address: 455 S. Dakhurst dr. #O City Bevery Hills State: CA Zip: 90212 Phone: 310 869-0715 Email: JPC JPS/RCalVideo. COM | Senices | NIA | Pre- construction Vicleo | (335,50 | SBE | CA | |

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-Dischlad Veteran Owned Small Rusiness | 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 |

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|---|----------------------------|---------------------------------|--------------------------|--|--|-------------------------|---|
| Name: YBS CONCRECTION. Address: Bot KUNN Dr. # 304 City: Chula Vista State: CA Zip: 91914 Phone: (19-31-01) Email: Ybsconcete (19hw). Com | constructor | 885310 | concrete flat work | 51,785.00 | EIBE | city | V |
| Name: TL Scanlan Construction Address: 3508 Shoulene Way City: Atain State: CA Zip: 91901 Phone: 1019-647-9003 Email: +18canlane Count | constructor | 751975 | Aspnalt Paving. | \$ 312,501.° \$ UC | EIBE | City | |

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 | | |

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| | | · | |
|--|--------|--|----------|
| 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 |
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|--|----------------------------|---------------------------------|----------------|--|--|-------------------------|---|
| Name: PAP Engineering Inc. Address: 508 E. Mission Rd. City: Scin Morros State: CA Zip: 77009 Phone: 700-333-3780 Email: | Constructor | 880950 | Ac a Powing | £748,784.00 | SLBE EIBE | City | / |
| Name: G. Scott Asphalt, Inc. Address: 358 Trous-lale clr. City: Chula VISta State: CA Zip: 91910 Phone: 1019-420-1854 Email: | Constructor | 7518300 | Slumy Seal | (37,600.° | SLBE | city | V |

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):

| | | 1 | |
|---|--------|--|---------|
| 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 | | |

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|--|--------|--|----------|
| 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 |
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|--|----------------------------|---|---|--|--|-------------------------|---|
| Name: SOCLARIS CONTRACTION Address: 7437 LOVELL CT. City: LA MESA State: CA Zip: 91941 Phone: GIG - 465 - 345 Email: SOCLARIS CSBC GLOBAL NO | Copstructe | SL -193838 | CONTAM | M/8,700 | JUBE SUBE | CITY | |
| Name: Address: City: State: Zip: Phone: Email: | | | | | | | |
| ① As appropriate, Bidder shall identify Subco- Certified Minority Business Enterprise Certified Disadvantaged Business Enterp Other Business Enterprise Certified Small Local Business Enterpris Woman-Owned Small Business Service-Disabled Veteran Owned Small | orise se | following and shall incl MBE DBE OBE SLBE WoSB SDVOSB | Certified Woma Certified Disabl | an Business Enterprise led Veteran Business ging Local Business E ttaged Business | e Enterprise | W DV EI | O, 27 /BE /BE BE SDB Cone |
| ② As appropriate, Bidder shall indicate if Sub City of San Diego California Public Utilities Commission State of California's Department of Gene State of California The Bidder will not receive | eral Services | CITY CPUC CADoGS CA | San Diego Regi City of Los Ang U.S. Small Bus | iness Administration | er Diversity Council | | - |

LIST OF SUBCONTRACTORS

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|--|----------------------------|---------------------------------|--------------------|--|--|--------------------|---|
| Name: | | | | | | | |
| Address: | | | | | | | |
| City: State: | | | | | | | |
| Zip: Phone: | | | | | | | |
| Email: | | | | | | | |
| Name: | | | | · | and seems and | | |
| Address: | | | | | A. Company | | |
| City: State: | | | | | | | |
| Zip: Phone: | | | | | | | |
| Email: | | | | | | | |
| As appropriate, Bidder shall identify Subco | ontractor as one of the | following and shall incl | lude a valid proo: | f of certification (exce | ept for OBE, SLBE a | nd ELBE): | |
| Certified Minority Business Enterprise | | MBE | Certified Woma | an Business Enterpris | e | V | VBE |
| Certified Disadvantaged Business Enterp | prise | DBE | Certified Disab | led Veteran Business | Enterprise | _ | VBE |
| Other Business Enterprise | | OBE SLBE | | ging Local Business Entaged Business | Enterprise | | LBE SDB |
| Certified Small Local Business Enterprise Woman-Owned Small Business | se | WoSB | HUBZone Busi | | is a managed of the second | HUB2 | |
| Service-Disabled Veteran Owned Small | Business | SDVOSB | | | | | |
| ② As appropriate, Bidder shall indicate if Sub | bcontractor is certified | by: | | | | | |
| City of San Diego | | CITY | | nia Department of Tr | | CALTR | ANS |
| California Public Utilities Commission | | CPUC | | ional Minority Suppli | er Diversity Council | SRM: | |
| State of California's Department of Gen State of California | eral Services | CADoGS CA | City of Los An | geles iness Administration | | | LA SBA |
| State of Camonna | | CA | o.o. oman Dus | moss rammisuation | | • | |

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

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|--|----------------------------|---------------------------------|-----------------|--|--|-------------------------|---|
| Name: | | | | | | | |
| Address: | | | | | | | |
| City: State: | | | | | | | |
| Zip: Phone: | | | | | | | |
| Email: | | | | | | | |
| Name: | | | | | | | |
| Address: | | | | | 1 | | |
| City: State: | | | | | | | |
| Zip: Phone: | | | | | | | |
| Email: | | | | | | | |

| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
|---|--------|--|---------|
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| 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 | | |

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| • • • | | | |
|--|--------|--|----------|
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| 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 |

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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 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers 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 (MUST BE FILLED OUT) | SUPPLIER (Yes/No) | MANUFACTURER (Yes/No) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB® | WHERE CERTIFIED© |
|--|--------------------------|---|--|---|---|--------------------------------------|
| Name: Address: City: State: Zip: Phone: | | | | | | |
| Email: | 1 | | | | | |
| Name:Address: | | | | | | |
| City:State: Zip:Phone: Email: | | | | | | |
| As appropriate, Bidder shall identify Vendor/ Certified Minority Business Enterprise Certified Disadvantaged Business Enterpris Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business | M D D SI W | IBE Certif BE Certif BE Certif LBE Small | ied Woman Bus ied Disabled Ve | siness Enterprise steran Business Enterprise ocal Business Enterprise | | WBE DVBE ELBE SDB UBZone |
| ② As appropriate, Bidder shall indicate if Vendo City of San Diego California Public Utilities Commission State of California's Department of General | . C | PUC San D | iego Regional M | partment of Transportation | on CAL ty Council S | TRANS RMSDC LA |
| | C | PUC San D ADoGS City o | of California De Diego Regional M of Los Angeles Small Business | Minority Supplier Diversi | on CAL ty Council SI | RMSDC |

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DOLLAR VALUE

| NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER | MATERIALS OR SUPPLIES | OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT) | SUPPLIER (Yes/No) | MANUFACTURER (Yes/No) | OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB® | WHERE CERTIFIED© |
|--|--------------------------|---|------------------------------------|--|---|--------------------------------------|
| Name: | | | | | | |
| Address: | | | | | | |
| City: State: | | | | | | |
| Zip: Phone: | | | | | | |
| Email: | | | | | | |
| Name: | | - | | | | |
| Address: | | | | | | |
| City: State: | | | | | | |
| Zip: Phone: | | | | | | |
| Email: | | | | | | |
| As appropriate, Bidder shall identify Vendor/Su Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Bus | M D O SI | IBE Certi BE Certi BE Certi LBE Sma | fied Woman Bus fied Disabled Ve | siness Enterprise eteran Business Enterpris ocal Business Enterprise | е | WBE DVBE ELBE SDB UBZone |

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

City of Los Angeles

CITY

CPUC

CA

CADoGS

State of California Department of Transportation

U.S. Small Business Administration

San Diego Regional Minority Supplier Diversity Council

CALTRANS

SRMSDC

LA

SBA

California Public Utilities Commission

State of California's Department of General Services

City of San Diego

State of California

2

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

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

Bidder shall list all Subcontractors described in the Bidder's *Base Bid* whose percentage of work will increase or decrease if alternates are selected for award. Bidder shall also list additional Subcontractors not described in the Bidder's *Base Bid* who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. 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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

| NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER | MATERIALS OR SUPPLIES | DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT) | SUPPLIER (Yes/No) | MANUFACTURER (Yes/No) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB® | WHERE CERTIFIED@ |
|--|----------------------------|---|--|--|---|--------------------------------------|
| Name: Address: City: State: Zip: Phone: Email: | | | To produce the second s | | | |
| Name: Address: City: State: Zip: Phone: Email: | | | | | | |
| As appropriate, Bidder shall identify Subcontractor Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Busines | M E C S V V | MBE Certifi DBE Certifi DBE Certifi LBE Small | ed Woman Busin ed Disabled Vete | ness Enterprise eran Business Enterprise cal Business Enterprise | | WBE DVBE ELBE SDB UBZone |
| As appropriate, Bidder shall indicate if Subcontract City of San Diego California Public Utilities Commission State of California's Department of General Ser State of California | C C vices | PUC San D ADoGS City of | of California Dep ego Regional M Los Angeles mall Business A | artment of Transportation inority Supplier Diversity dministration | | TRANS RMSDC LA SBA |

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

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



Water Group 942

| BID NO.: | K-15-1334-DBB-3 | |
|----------------------|-----------------|--|
| SAP NO. (WBS/IO/CC): | B-11038 | |
| CLIENT DEPARTMENT: | 2013 | |
| COUNCIL DISTRICT: | 6 | |
| PROJECT TYPE: | KA | |
| | | |

BID DUE DATE:

2:00 PM JULY 15, 2015 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

For City Engineer

Ce/36/18

Seal:

PROFESSIONAL PROFE

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. PLANS

1. To Plans, Drawings numbered 37476-01-D through 37476-23-D and Traffic Control Plans (TCP), numbered 37476-T1-D through 37476-T6-D, **DELETE** in their entirety and **REPLACE** with pages 4 through 32 of this Addendum.

James Nagelvoort, Director Public Works Department

Dated: Ju

June 30, 2015

San Diego, California

JN/RWB/egz

LEGEND WATER GROUP 942 **IMPROVEMENTS** STANDARD DRAWINGS SYMBOL CONTRACTOR'S RESPONSIBILITIES TRENCH RESUREACING SDG-107, SDG-108 PURSUANT TO SECTION 426 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (e.g. UNDER GROUND SERVICE ALERT OF SOUTHERN CALIFORNIA AND OBTAIN AN INQUIRT UNDERTIFICATION NUMBER. WORK TO BE DONE CONSTRUCTION OF WATER GROUP JOB 942 CONSISTS OF THE REPLACEIUNT OF EXISTING CLAND AC WATER MANS OF THE REPLACEIUNT OF EXISTING CLAND AC WATER MANS, AND WATER SERVICE, THIS INCLUDE CURR RAMPS, AND PREVIOUS AND ACCORDANCE WITH THESE SPECIFICATIONS AND DRAMPS CANTAGE OF THE THEORY AND THE PROPERTY OF CUTTING, PLUGGING AND SLURRY FILLING WP-03 E-----ARANDONED WATER MAIN LIMITS OF WORK Α NOTIFY SDG&E AT LEAST ID WORKING DAYS FRIOR TO EXCAVATING WITHIN ID' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES, Q.E., 69 KV & HIGHER) PIPE LENGTH WATER MAIN & APPURTENANCES SDW-IIO, SDW-I48, SDW-I51 SDW-I61 SHEET DISCIPLINE TITLE LIMITS SIZE ON MATERIAL (FT) CODE EXCAVATE AROUND WATER METER BOX (I.E., CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF FACH SERVICE REFORE TAPPING THE MAIN. COVER SHEET WATER VALVES WITH CAPS AND WELLS SDW-152, SDW-153, SDW-154 WV-05, SDW-109 G-I C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-9 SPECTRUM CENTER BL. TO STA 7+00.00 KEARNY VILLA RD. KEARNY VILLA RD. 4. CITY FORCES, WHERE CALLED OUT WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS. PVC PVC PVC PVC PVC PVC PVC PVC STA 7+00.00 TO STA 14+00.0 STA *+00.00 TO STA #+00.00 STA #+00.00 TO STA 20-00.00 STA 20-00.00 TO STA 26+00.00 STA 26+00.00 TO STA 32+00.00 STA 32+00.00 TO STA 32+00.00 STA 33+00.00 TO STA 46+00.00 STA 46+00.00 TO STA 53+00.00 STA 53+00.00 TO STA 65+00.00 KEEP EXISTING MAINS IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SHOWN ON THE PLANS. <u>-</u>----⊕ FIRE SERVICE CONNECTION & ASSEMBLY SDW-109, SDW-II8, SDW-148, SDW-I52, SDW-I53 -SITE 6. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE. 7. KEEP STORM DRAIN INLETS FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION. I WATER SERVICE UNLESS OTHERWISE SPECIFIED ---W UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PIO, ELEVATIONS SHOWN ON THE PROBLE FOR EXISTING UTILITIES, AND BASED ON A SEARCH OF THE AVALABLE RECORDED COLORANTE THAT I HAS REVUINED ALL AVALABLE DATA PRINTED TO SECONATION, YOU MIST VERIFY ALL EXISTING UTILITIES ETHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SECONATION SECTION. STA ED-DD DD TO STA 64+67 II 16 15 PVC PVC 467.# 248.40 STA 1+00.00 TO STA 3+48.40 STA 1400 00 TO STA 9400 00 PVC SDW-IO7, SDW-I34, SDW-I35, SDW-I36, SDW-I37, SDW-I48, WS-O3, SDW-I49, SDW-I50 C=8 KENDAY MESA DD 16 200.00 PVC 530.04 C-12 KEARNY MESA RD. STA 9+00.00 TO STA 14+30.04 242.34 EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW. PVC 6" FIRE HYDRANT ASSEMBLY & MARKER 2-PORT UNLESS SPECIFIED AS 3-PORT SDW-IO4, SDW-IO9, SDW-I48, SDW-I52, SDW-I53 SYA 1+00.00 TO STA 7+97.13 C-13 PRIVATE ROAD IO. FOR COORDINATION OF THE SHUTDOWN OF TRANSMISSION MAINS 116 INCHES AND LARGER), CONTACT THE CITY'S SENIOR WATER DISTRIBUTION OPERATIONS SUPERVISOR AT C-14 IS CURB RAMP PLAN TOTAL WATER 8,885.02 C-15 STREET RESURFACING PLAN (GI9) 527-7465, FOR COORDINATION OF THE SHUTDOWN OF DISTRIBUTION MAINS (LESS THAN IS INCHES), CONTACT THE CITY'S WATER OPERATION DISTRICT MANAGER AT C-16 WATER ABANDONEMENT PLAN WATER SERVICE TRANSFER COW-MAS COW-MOS DISCIPLINE CODE C-17 CITY FORCES 18 HIGHLINING BY CONTRACTOR SDW-170 SDW-171 SDW-172 SDW-173 CENERAL C-18 REPLIMS DETAILS G CIVIL SDW-106, SDW-144. STORM WATER PROTECTION 20 C-I9 REPLUMB DETAILS BLOW-OFF ASSEMBLY 21 C-20 STORM DRAIN AND INLET PLAN/ THRUST BLOCK TABLE L. THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R9- 2007 - 0001 22 C-21 CURB RAMP AND PARKING STRIPING DETAILS _**\'** AIR & VACUUM VALVE SDW-II7. SDW-148 SDW-I58, SDW-I59 23 C-22 CURB RAMP DETAILS **ABBREVIATIONS** \sim EX. EXIST EXISTING E/O EAST OF 4 ABAND'D ABANDONES CROSS-I MKED POLYETHI ENE PIPE ABANU AC AHO ASSY BFV BK BTWN CATV CI ASBESTOS CEMENT PIPE FLANGE GATE VALVE REINFORCED CONCRETE STEEL CYLINDER REDUCER REPLUMB FIRE SERVICE CONNECTION & ASSEMBLY WITH BACKFLOW PREVENTER Ò AHEAD HIGH PRESSURE INVERT ELEVATION LEFT MECHANICAL JOINT ASSEMBLY BUTTERFLY VALVE SURVEY LINE STORM DRAIN BACK SETWEEN CASLE TV CAST IRON PIPE CENTER LINE CONDUIT CONTINUED CONTRACTOR Δ STUB OUT SOUTH OF STEEL CYLINDER ROD WRAPPED SDC+IO2 BUS STOP SLAB N/O OVHD PE PPB PVC PROP NORTH OF OVER HEAD POLYETHYLENE GAS PEDESTRIAN PUSH BOTTON Δ. SEWER TELEPHONE SWR TEL UNK VC WM WTR W/O STAMPED CONCRETE Ō UNKNOWN VITRIFIED CLAY PIPE WATER METER POLYVINYI, CHI ORIDE ă HIGHLINING BY CONTRACTOR SDW-170, SDW-171, SDW-172, SDW-173 WATER WEST OF FOR ADDITIONAL SYMBOLS SEE RESURFACING, CURB RAMP, AND TRAFFIC CONTROL SHEETS. $\overline{\mathbb{O}}$ NOTE: IF ANY LENGTH OF DUCTILE IRON PIPE EXCEEDING 40 FEET IS TO BE INSTALLED INSTEAD OF THE CLASS 305 PVC PIPE. THE CORROSION SECTION SHALL BE NOTIFIED AT 619-527-5439 TO REVIEW ADDITIONAL EXISTING STRUCTURES α EX WATER MAIN & VALVES 111 FX WATER METER EX FIRE HYDRANT Ω--⊕ . ≪ BENCHMARK: SEBP ELEV= 426.709 KEARNEY VILLA CT BASE ON NGVD 29 FT. AS SHOWN IN CITY OS SAN DIEGO BENCH BOOK. EX SEWER MAIN & MANHOLES LEGEND EX STORM DRAIN INLET TO PROPOSED WATER MAIN FIELD NOTES: DAVIES, R-11005, 3/3/200 EX STORM DRAIN OUTLET TO DATUM: MEAN SEA LEVEL KEY MAP STREETS REQUIRING 12" TRENCH CAP: KEARNY VILLA ROAD, KEARNY MESA ROAD EX DRAINS ARANDONED WATER MAIN G-1EX PAVEMENT (PROFILE) 7//// SHEET NO ② EX GROUND LINE (PROFILE) PLANS FOR THE CONSTRUCTION OF EX TRAFFIC SIGNAL **∞**≰TS WATER GROUP 942 EX STREET LIGHT + SL COVER SHEET FLEC. COND., TEL. COND., CATV ----E-----T-----C---CITY OF SAN DIEGO, CALIFORNIA FIBER OPTIC CABLE LEVEL 3 TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY; MCH ____ MEDIUM LOW_X. SPEC. NO. 1334 WATER B-1038 SHEET OF 07 SHEETS AS-BUILT INFORMATION FOR CITY EMENDER WENDY GAMBOA PRINT NAME JEFF SORIANO MATERIALS MANUFACTURES CONSTRUCTION CHANGE / ADDENDUM WARNING PIPE CL 305 (WATER MAHYAR NAVIZI CHANGE DATE AFFECTED OR ADDED SHEET NUMBERS APPROVAL NO. DESCRIPTION BY APPROVED DATE FILME CITY OF SAN DIEGO GATE VALVES A 6/29/19 1-23 AND TI-TG FIRE HYDRANTS SEE SHEETS ADDENDUM A EDIAN TO 6/29/15 THIS BAR DOES PUBLIC WORKS PROJECT

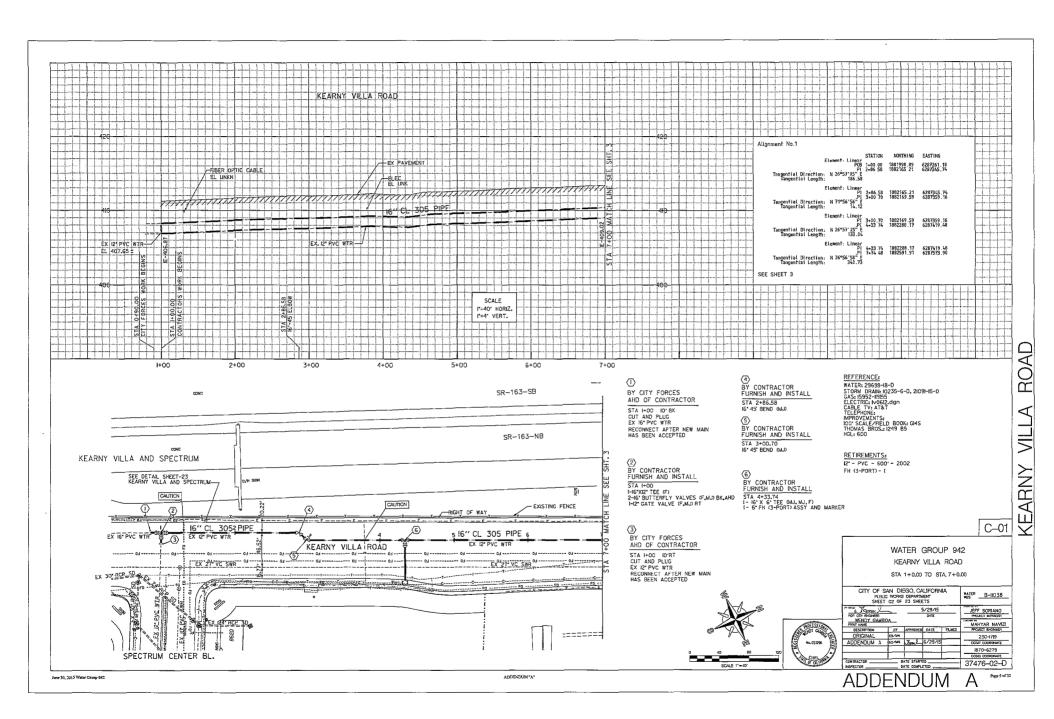
ADDENDUM "A"

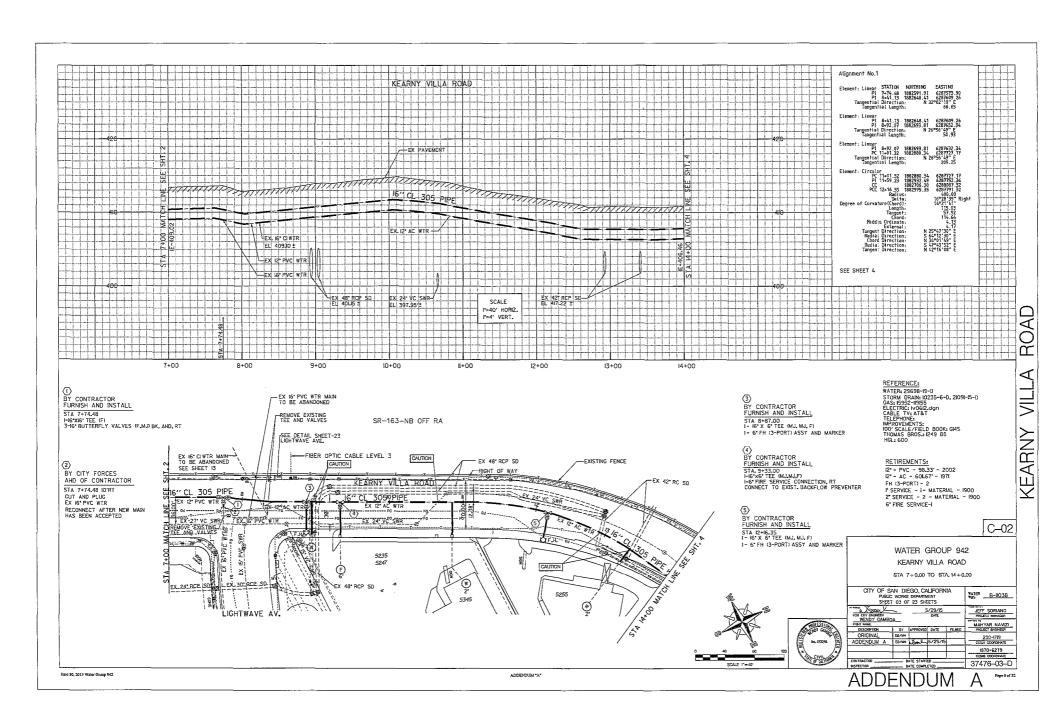
June 30, 2015 Water Group 942

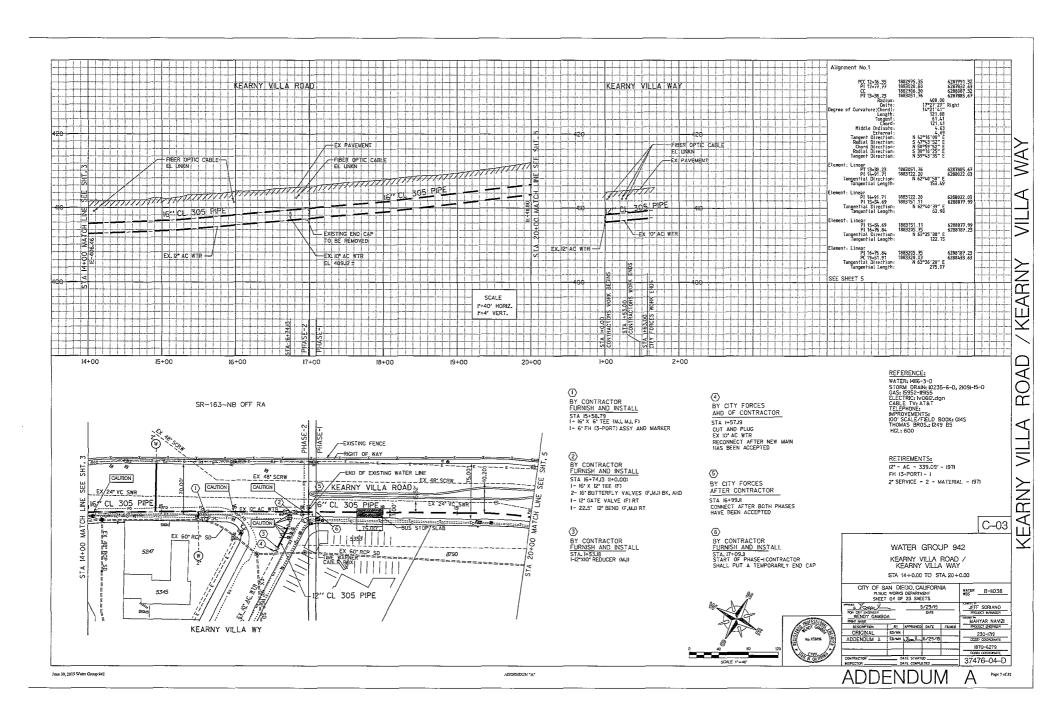
SEE SHEETS 00380 000404ARE 37476-01-D

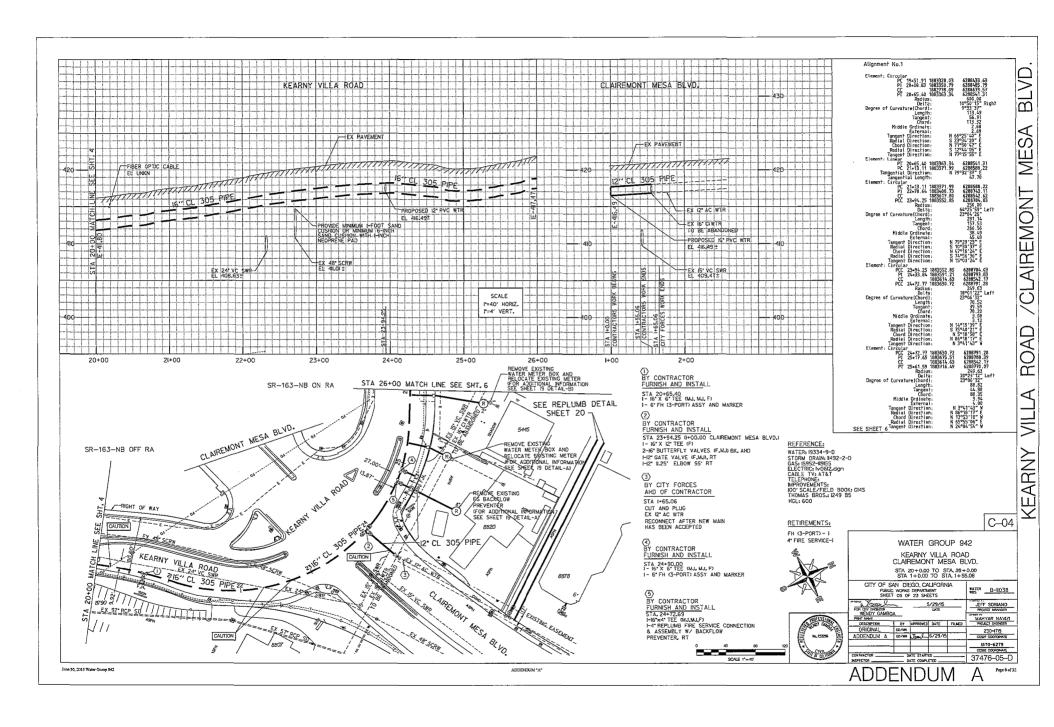
ADDENDUM

REPLACE ALL SHEETS TO MAKE D-SIZE AND TEXT SEARCHABLE AND REPLACE ENTIRE TRAFFIC CONTROL PLAN

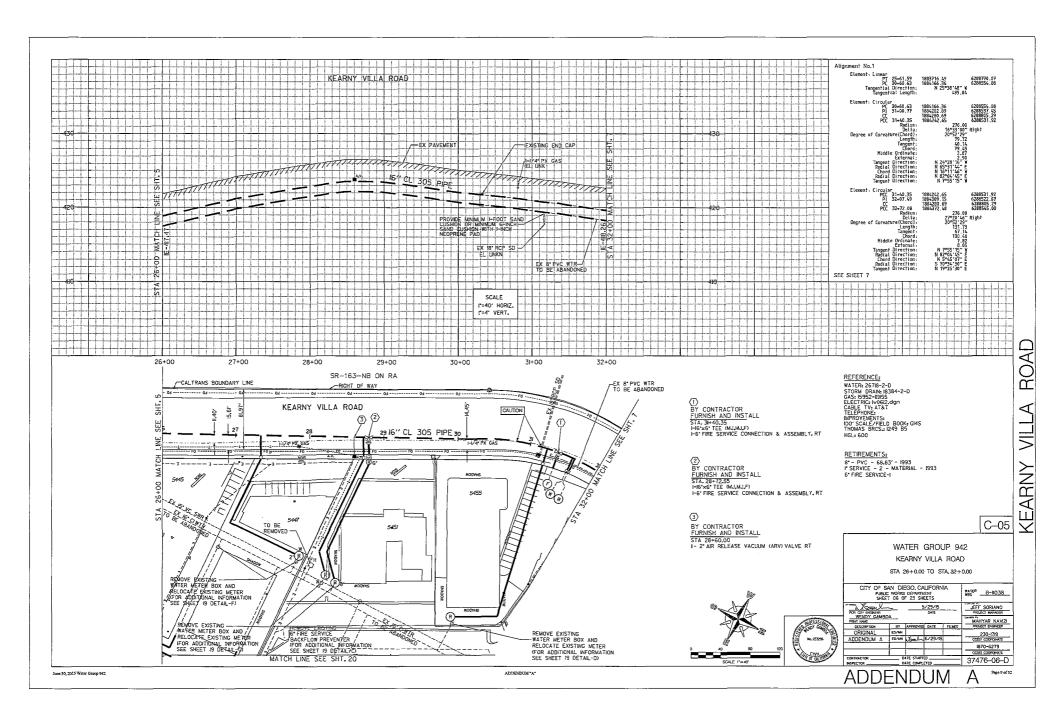


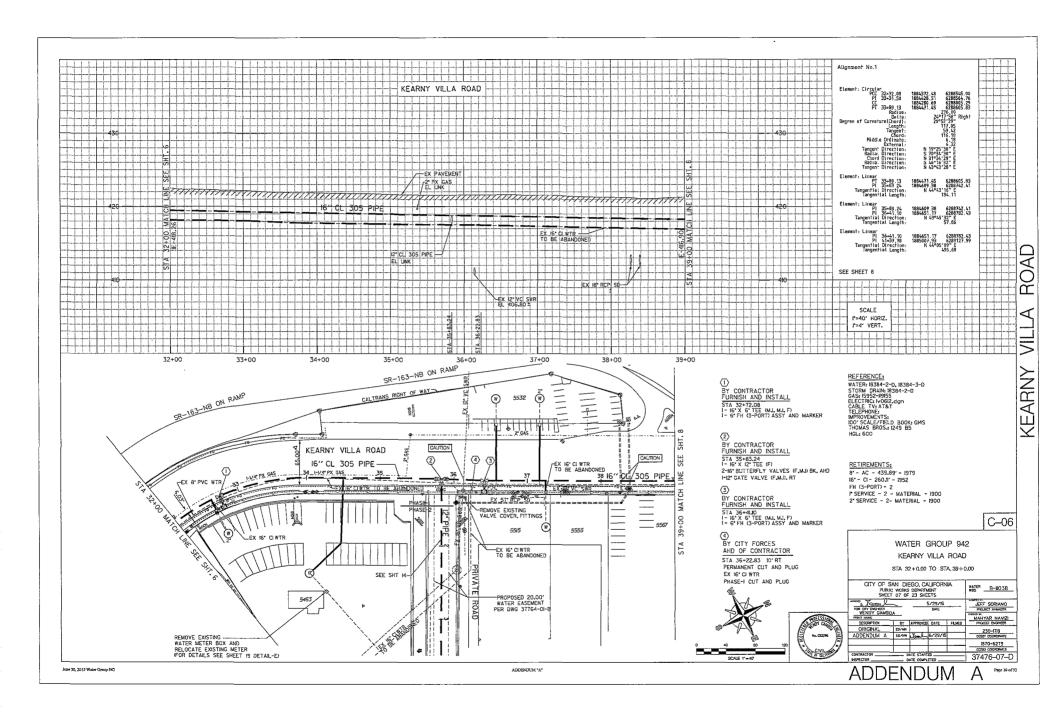


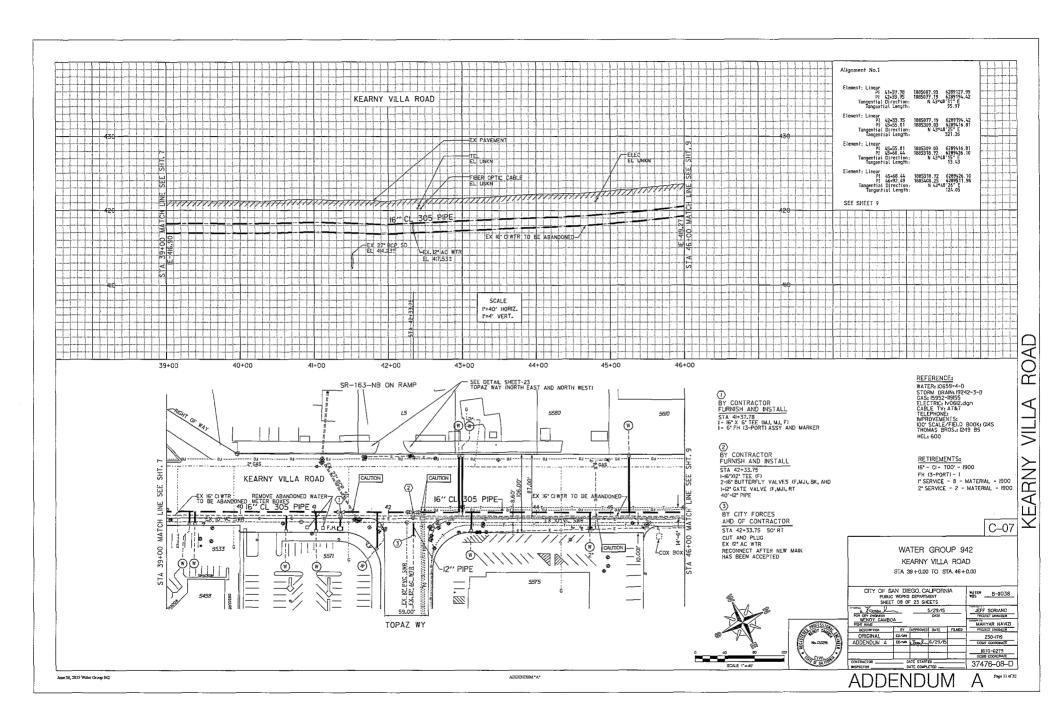


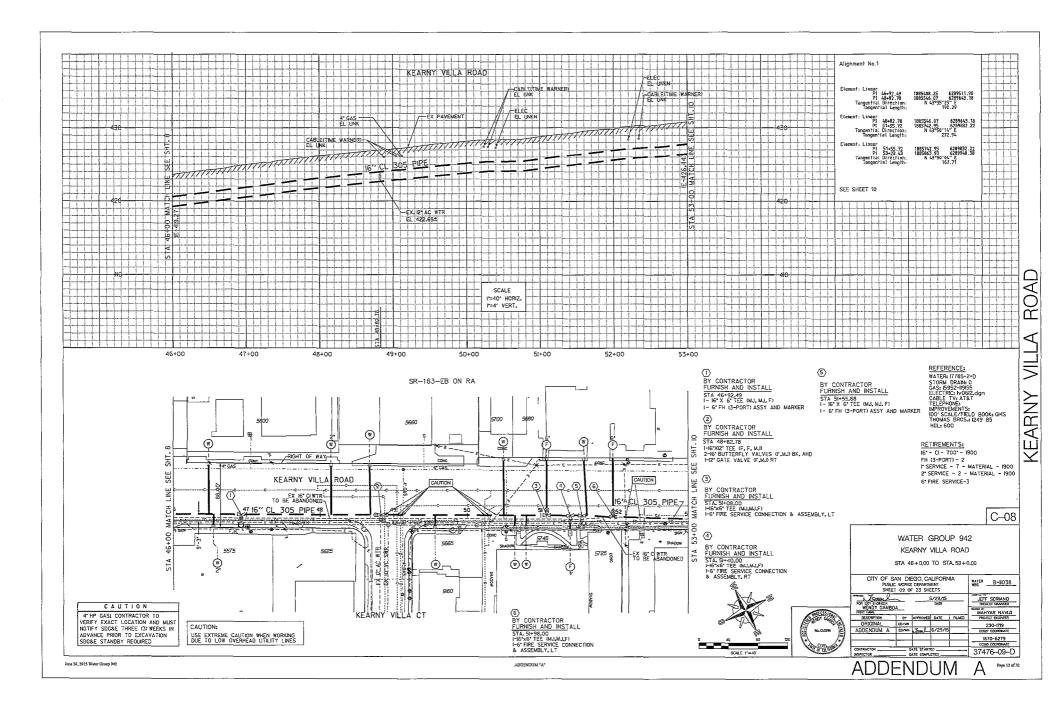


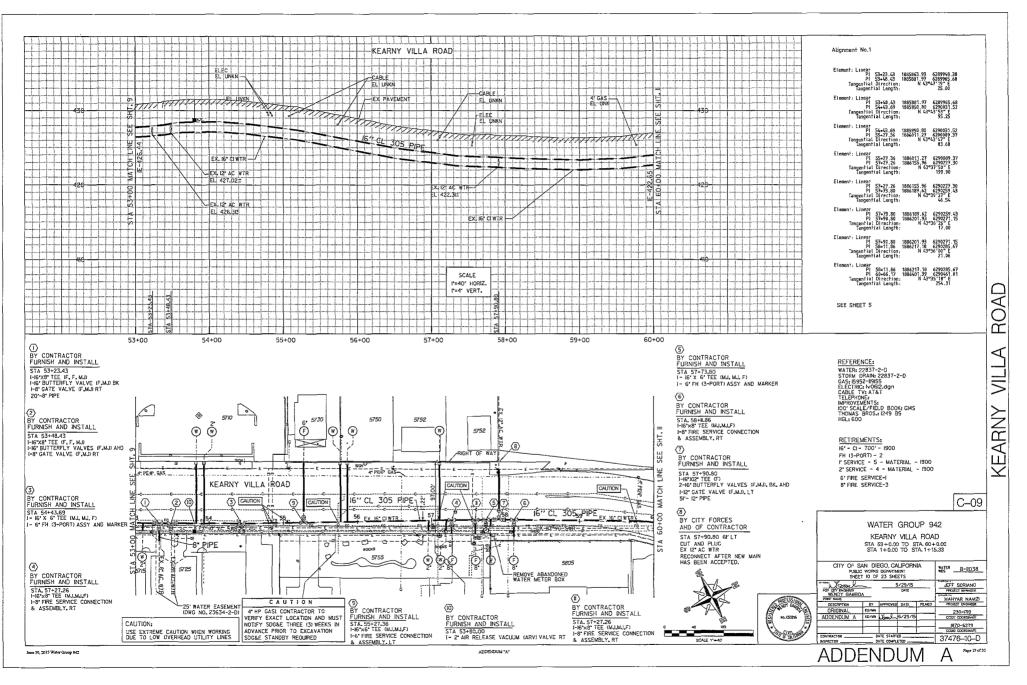
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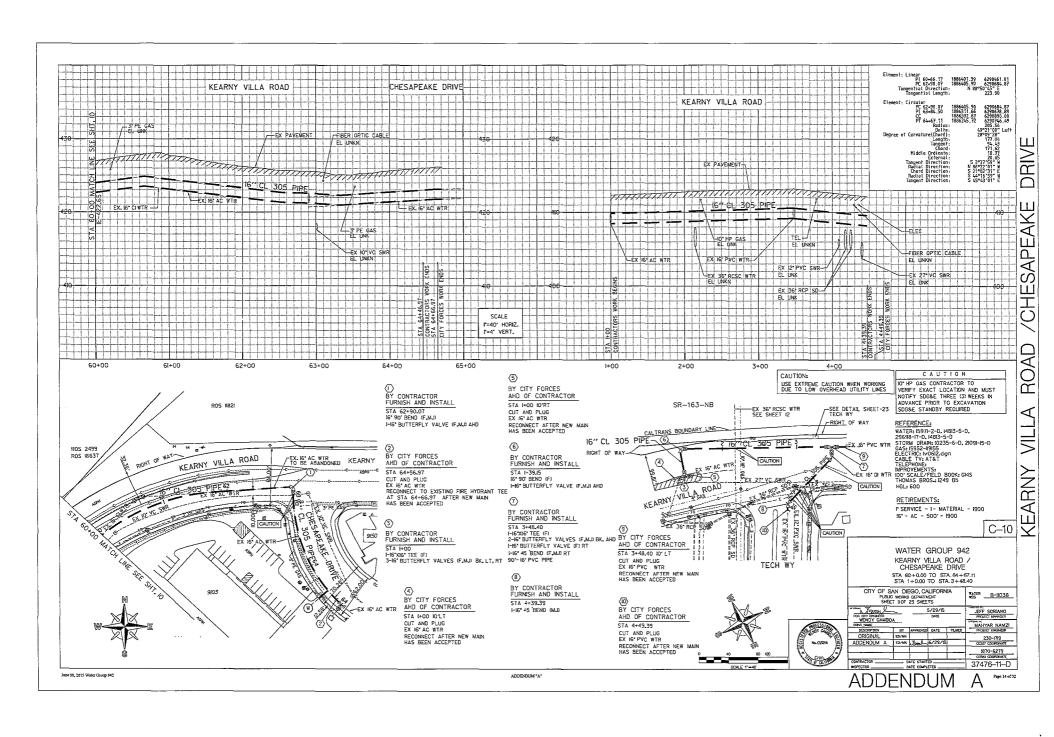


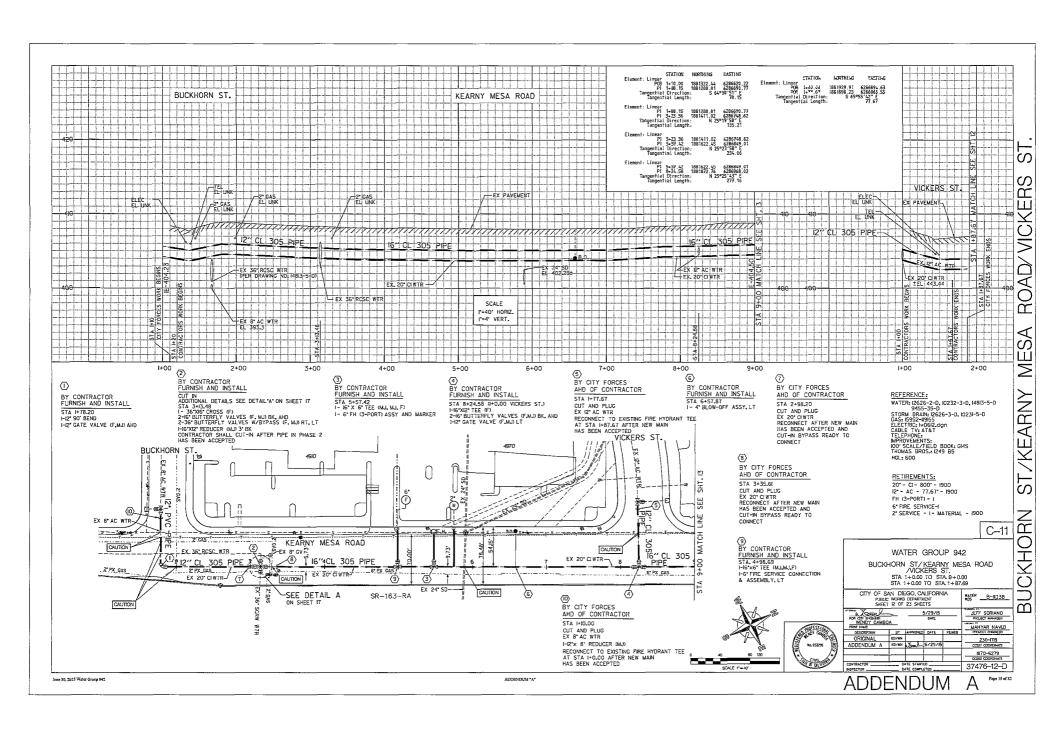


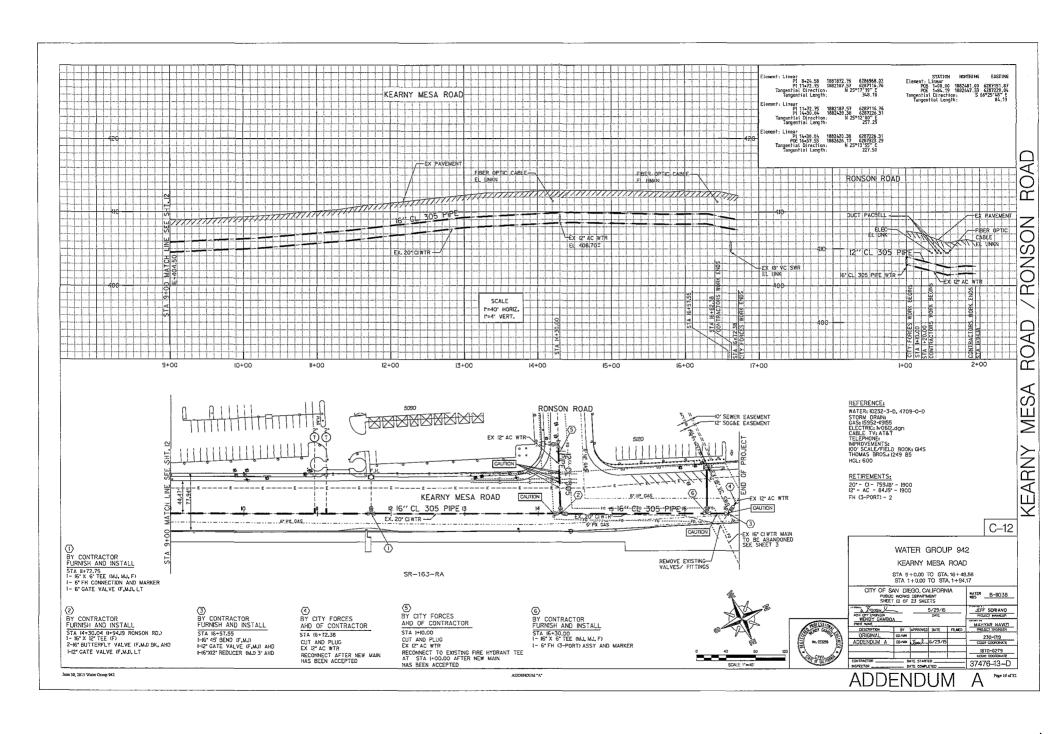


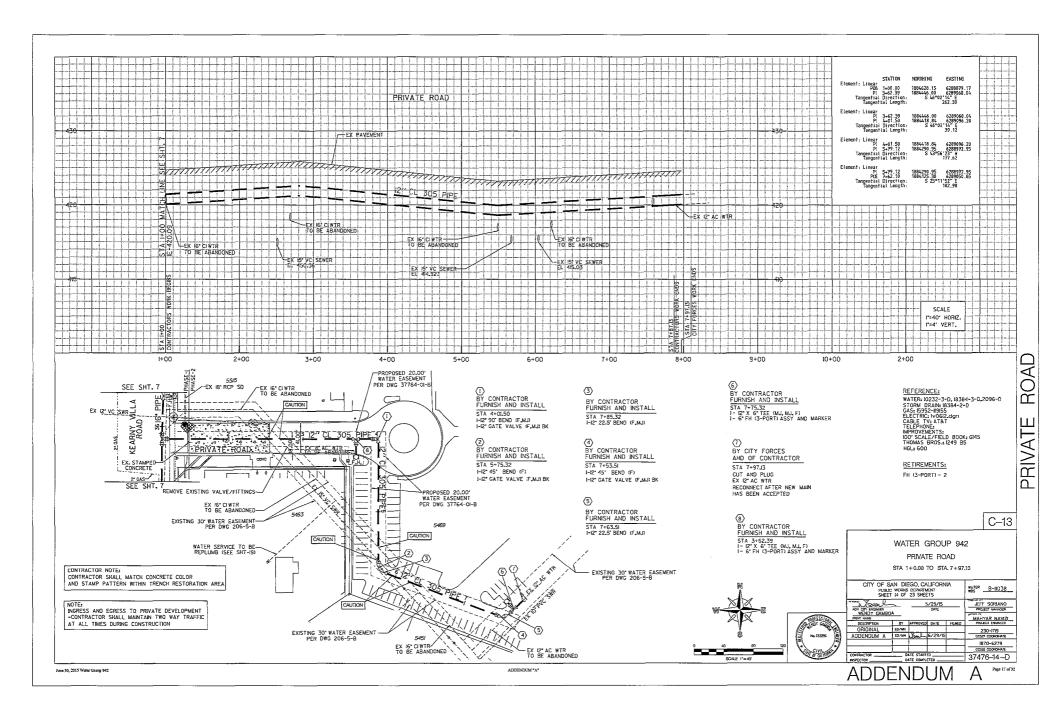




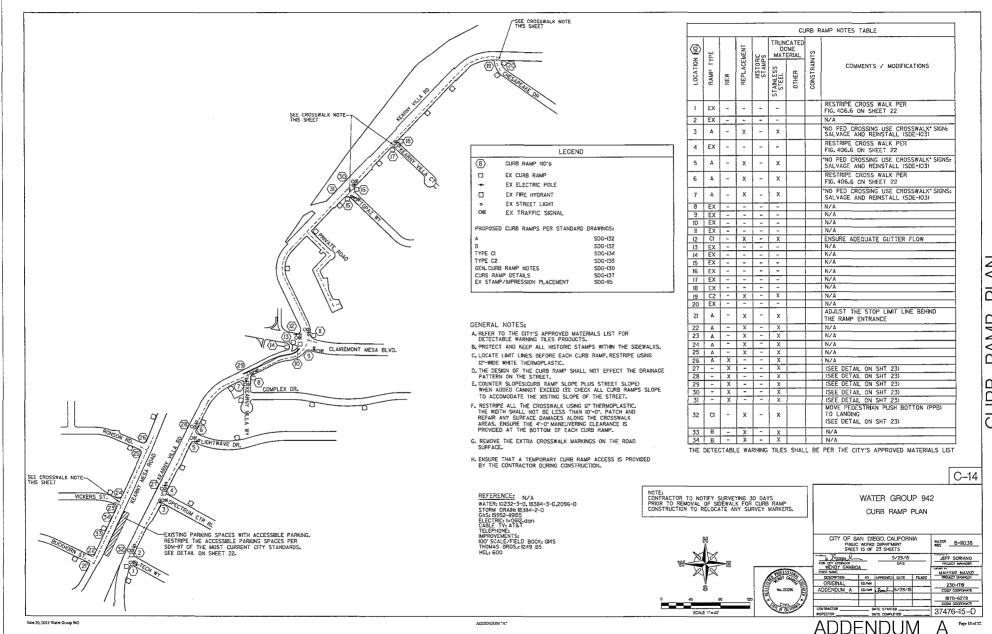


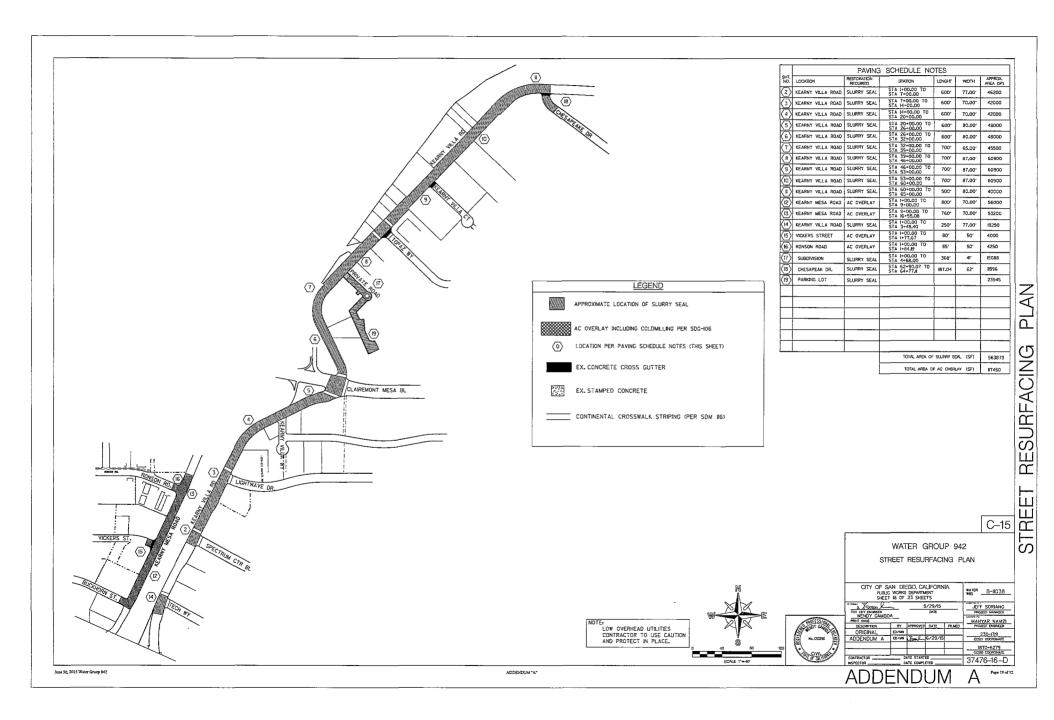


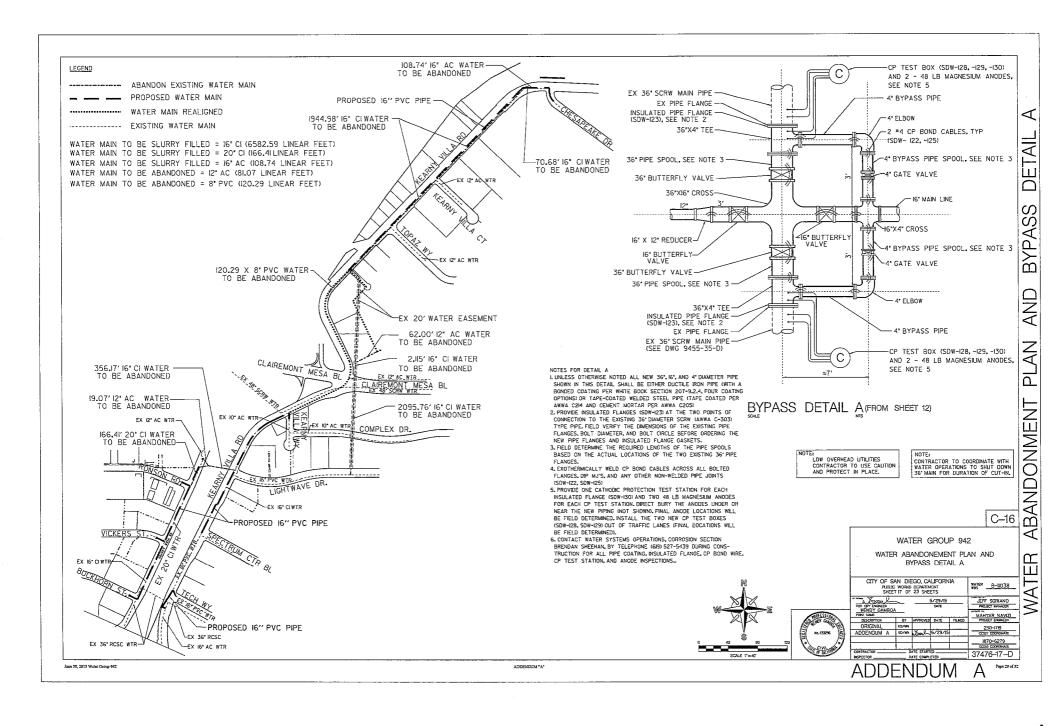


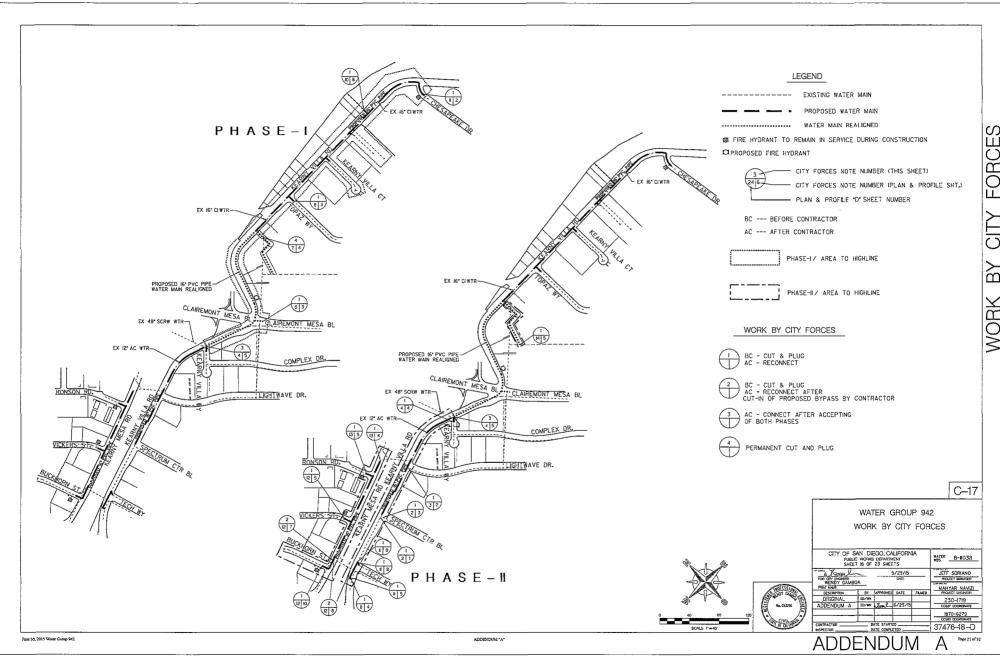


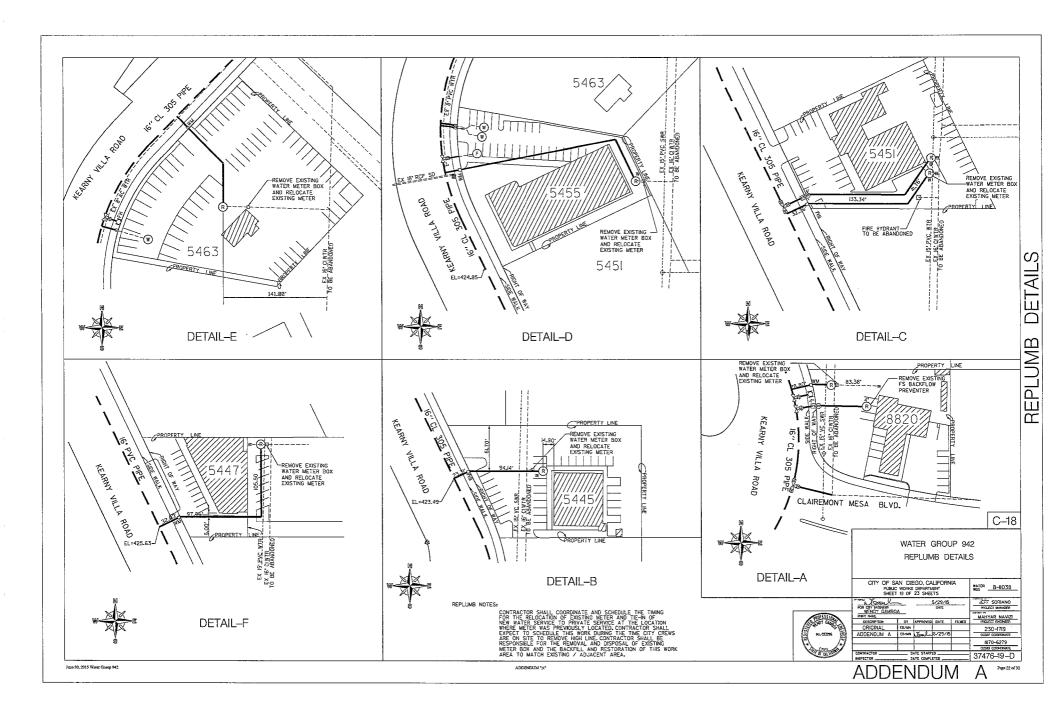


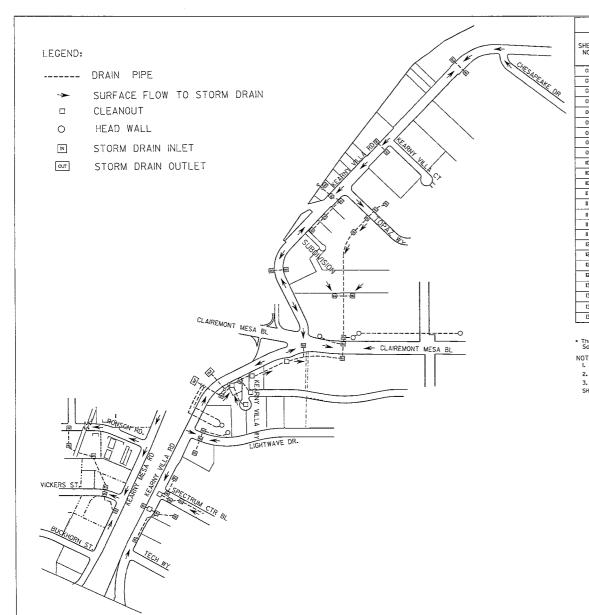






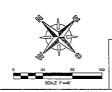






June 30, 2015 Water Group 942

| | | | THRUST/ | ANCHO | OR TABLE I | FOR 16" | AND L | ARGER WA | TER MAINS |
|---|-------------|--------------------|------------------------|------------------|----------------------|----------------------------------|-------------------------|--------------------------------------|---|
| | HEET NO. | PIPE STATIONING | TYPE/ DIAML OF PIPE | TYPE OF BLOCK | TYPE OF APPURTENANCE | DESIGN PRESSURE LB/SO, IN. | TOTAL THRUST (Ib) | ASSUMED SOIL CAPACITY LB/SO.FT | MINIMUM BEARING AREA (sq.ft.), SEE NOTE 3 BELOW OR VOLUME OF BLOCK (cu.ft.) |
| _ | 02 | 1+00.00 | PVC 16" | THRUST | 16*X12* TEE | 83.6 | 11450.3 | 1000 | 17.2 SQ. FT. |
| | 02 | 2+86.58 | PVC 16" | THRUST | 16" 45" BEND | 83.6 | 15227.8 | 1000 | 22.8 SQ. FT. |
| | 02 | 3+00-70 | PVC 16* | THRUST | 16" 45" BEND | 83.6 | 15227.8 | 1000 | 22.8 SQ. FT. |
| | 03 | 7+74.48 | PVC 16* | THRUST | I6,XI6, LEE | 82.7 | 19681.9 | 1000 | 29.5 SO.FT. |
| | 04 | 16+76.84 | PAC 16, | THRUST | 16*XI2* TEE | 83.1 | 1138L9 | 1000 | 17.1 SO. FT. |
| | 05 | 23+94.25 | PVC 16* | THRUST | 16"XIZ" TEE | 79.2 | 10847.7 | 1000 | 16.3 SO. FT. |
| | 07 | 35+83.24 | PVC 16* | THRUST | 16"XI2" TEE | 79.2 | 10847.7 | 1000 | 16.3 SQ. FT. |
| | 80 | 42+33.75 | PVC 16* | THRUST | 16"XI2" TEE | 79.2 | 10847.7 | 1000 | 16.3 SQ. FT. |
| | 09 | 48+82.78 | PVC 16* | THRUST | 16"X12" TEE | 177.1 | 10560.1 | 1000 | 15.8 SQ. FT. |
| | 10 | 53+23.43 | PVC 16* | THRUST | IG'X8' TEE | 74.9 | 17825.6 | 1000 | 7.2 SO. FT. |
| | Ю | 53+48.43 | PVC 16* | THRUST | 16.X8. LEE | 74.9 | 4822.2 | 1000 | 7.2 \$0. FT. |
| | 10 | 57+90.80 | PVC 16* | THRUST | I6"XI2" TEE | 77.1 | 10560.1 | 1000 | 15.8 SQ. FT. |
| | 11 | 60+6647 | PVC 16* | THRUST | 16" 45" BEND | 76.2 | 335091 | 1000 | 50.3 SQ. FT. |
| | 11 | 62+90.07 | PVC 16* | THRUST | 16. 30, BEND | 77,5 | 26089.3 | 1000 | 39.1 SQ. FT. |
| | 11 | 00_00+1 | PVC 16* | THRUST | 16"XIG" TEE | 83.6 | 19896.1 | 1000 | 29.8 SQ. FT. |
| _ | II | 1+39.11 | PVC I6* | THRUST | 16" 90" BEND | 83.6 | 28/37.4 | 1000 | 42.2 SO.FT. |
| | 0 | 3+48.40 | PVC I6* | THRUST | 16*XI6* TEE | 83.1 | 19777.1 | 1000 | 29.7 SO. FT. |
| | 12 | 3+10.48 | PVC I6" | THRUST | 16*XI2* REDUCER | 84.9 | 8577.i | 1000 | 12.9 SQ. FT. |
| | 12 | 3+13.48 | PVC 16" | THRUST | 36"XI6" CROSS | 84.9 | 20205.5 | 1000 | 30.3 SQ.FT. |
| | 12 | 3+20.48 | PVC 16* | THRUST | I6'X4' CROSS | 84.9 | 1537,5 | 1000 | 2.3 SO. FT. |
| | 12 | 8+24.58 | PVC 16" | THRUST | 16"XI2" TEE | 84.9 | 11628.4 | 1000 | 17.4 SO.FT. |
| | 13 | 14+30.04 | PVC 16* | THRUST | I6"XI2" TEE | 83,1 | II38L9 | 1000 | 17.1 SQ. FT. |
| | 13 | 14+33.04 | PVC 16" | THRUST | 16"XI2" REDUCER | 83.1 | 19790.8 | 1000 | 25.2 SO. FT. |
| | 13 | 16+57,55 | PVC 16* | THRUST | 16" 45 BEND | 82.3 | 1499L1 | 1000 | 22.5 SQ. FT. |
| | 13 | 16+60,55 | PVC 16* | THRUST | 16"XI2" REDUCER | 82.3 | 8314.5 | 1000 | 12.5 SQ. FT. |



| | THE | UST | BLO | CK T/ | ΝBΙ |
|-------------------------------------|---------|-------------------------------|----------------|-------|-----|
| | WORKS | EGO, CA DEPARTM 23 SHEE | ENT | NIA | WE |
| FOR CITY ENGINEER | | | /29/IS DATE | | _ |
| WENDY GAMBO. PRINT NAME DESCRIPTION | A BY | APPROVED | DATE | FLMED | 040 |
| ODICINAL | ro an | | | | _ |

37476-21-D

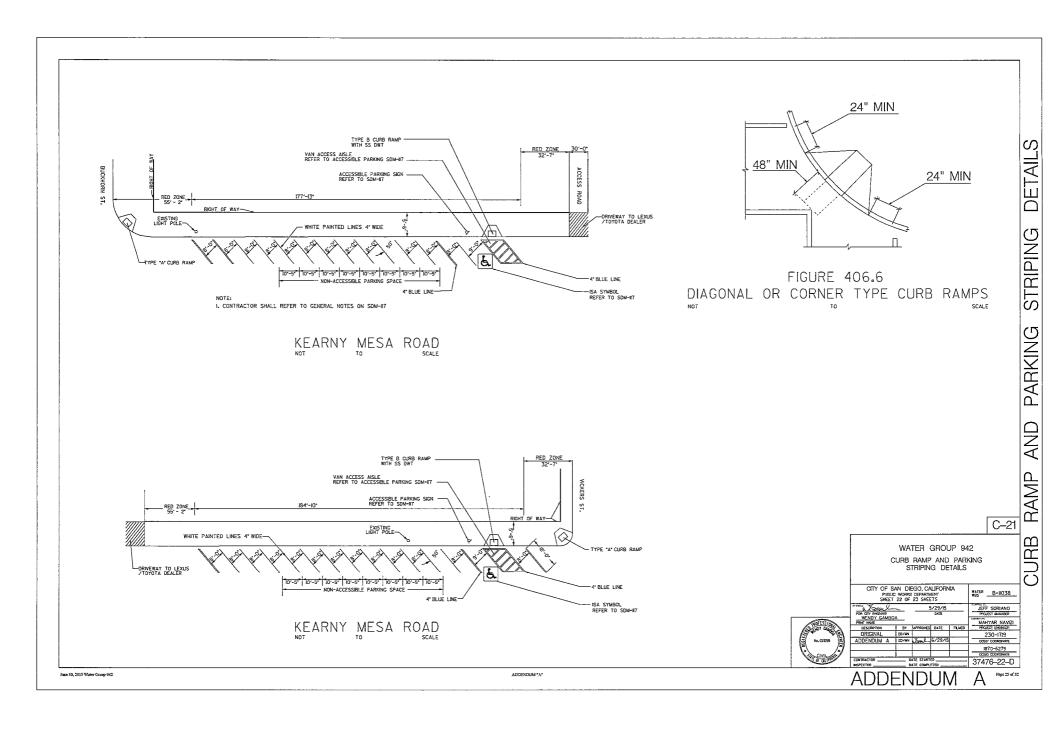
WATER GROUP 942 STORM DRAIN & INLET PROTECTION PLAN

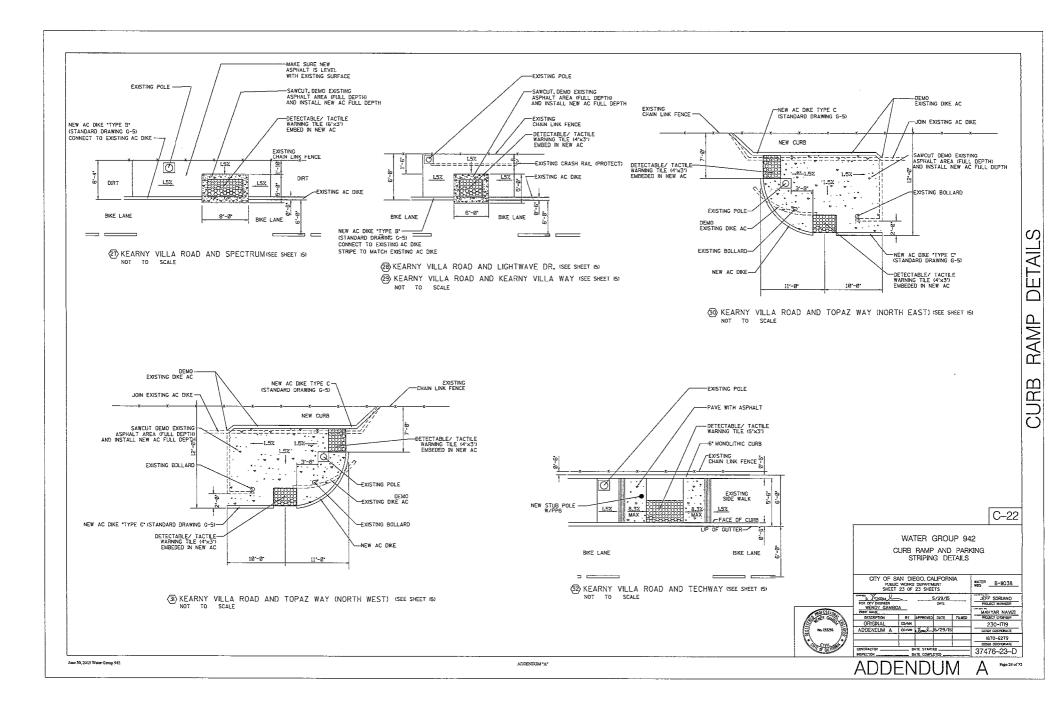
ADDENDUM

C-20

B-11038

DRAIN&INLET

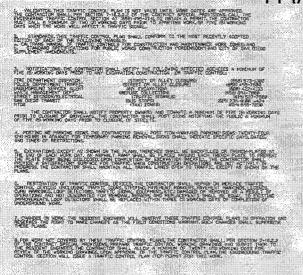




<u>8</u> **TRAFF**

WATER GROUP 942 TRAFFIC CONTROL PLANS PERMIT NUMBER II AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE



MINIMUM ØF 5 WORKING DAYS CONSTRUCTION REQUIRED FOR CONSTRUCTION WORK WHICH AFFECTS TRAFFIC SIGNALS CALL 1858: 495-4741

TRAFFIC CONTROL SIGNS















NOTE: ALL SIGNS ARE STANDARD SIZE

TRAFFIC CONTROL 85TH PERCENTILE

CLAIREMONT MESA BLVD KEARNY VILLA RD

WORK HOURS 9PM - 5AM

TABLE I

RECOMMENDED SIGN SPACING FOR ADVANCE WARNING SIGN SERIES

| APPROACH SPEED MEHO | MRIMEN DISTANCE IN FEET BETALEN SIGNS AND FROM LAST SIGN TO TAPER | DEVICE SPOONG IN FEET | TAPER LENGTHS - FOR LANE METHS - O FT 1071 15 FT |
|---------------------------|---|-----------------------------|--|
| 75 | 85-200 | 25 | 105 115 125 |
| 30 | 200-300 | 30 | 150 85 80 |
| 35 | 250-400 | 35 | 205 225 245 |
| 40 | 350-500 | 40 | 265 235 320 |
| 45 | 500-750 | 45 | 450 495 540 |
| 50 | 500-1000 | 50 | 900 550 60Q |
| 99** | 500~600 | 50 | 550 505 550 |

TABLE 2 RECOMMENDED TAPER LENGTH AND DEVICE SPACING

| SPECE SPECE SURVE | 7.PER 1.ENCTR 1.5* 25 80 0.6 320 | SPACING OF COMES ALONS TAPER PEETS A |
|-------------------------|--|---|
| 25 | 25 | |
| 48 28 4 8 S | 980 | 25 S S S S S S S S S S S S S S S S S S S |
| 35 | 245 | 35 |
| 40 | 320 | 4C |
| 46 | 540 | -45 |
| 50 | 600 | 50 |
| 50+ | 660 | 50 |

TRPER FORMULA L = S x A | for speeds greats than 40 mon

LEGEND DELINEATOR OF COME

PORTABLE FLASHING DEACON: []

WATER GROUP 942 TRAFFIC CONTROL

| | CITY OF SAME DIEGO, CALIFORNIA FUB.C WORKS SEMETIMENT SHEET II OF 16 ISMEETS | | \$210F <u>B-9038</u> |
|------------------|--|--------------------|--|
| | Rhmad Abaraha | G/17/20/5 | JEFF SORIANO HILARI WHADLA MAHYAR NAVIZI |
| O LLICE | CESCAPTION 67 | PROVED FORTE FLUED | MANUFACT EXCENSES |
| 361 | ORIGINAL I C | | 230-1719 |
| - SE | | I de-ch | COSS TOO-COMMIT |
| | - | | G280407-4870444 |
| Fate and Charles | CONTRACTOR | DATE CHAPTER | AB 480 74 75 |



T-1

