

# City of San Diego

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C.Gascon/BDoringo/Lad

## CONTRACT DOCUMENTS



## FOR ORIGINAL

### SOUTH CHOLLAS WASH RACK REPLACEMENT

VOLUME 1 OF 2

BID NO.: K-15-5990-DBB-2

SAP NO. (WBS/IO/CC): 21003085

CLIENT DEPARTMENT: 2116

COUNCIL DISTRICT: 4

PROJECT TYPE: ID

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

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

**BID DUE DATE:**

**2:00 PM**

**JUNE 25, 2015**

**CITY OF SAN DIEGO**

**PUBLIC WORKS CONTRACTS**

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

**SAN DIEGO, CA 92101**

# ENGINEER OF WORK

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

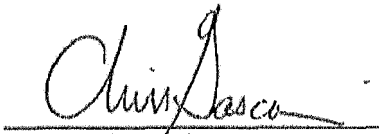


1) Registered Engineer

5/14/15

Date

Seal:



2) For City Engineer

5/14/15

Date

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 **South Chollas Wash Rack Replacement** (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	<b>4.9%</b>
2. ELBE participation	<b>10.6%</b>
3. Total mandatory participation	<b>15.5%</b>
  - 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, 14<sup>th</sup> Floor, San Diego, CA 92101 **at 10:00 A.M., on June 3, 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, BidsOnline™ 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.
- 8.1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
- 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 sections 1810 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](mailto: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 PlanetBids™.

**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
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

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.
13. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
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.
15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
16. **AWARD PROCESS:**
- 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 16.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or 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, 14<sup>th</sup> Floor  
San Diego, California, 92101  
Attention: [Contract Specialist listed on the front cover hereof]
- OR:
- Email address of the Contract Specialist listed on the front cover hereof.
- 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.
22. **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 non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracts no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- 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. REQUIRED DOCUMENT SCHEDULE:**

30.1. 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.

30.2. 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
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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING	ALL BIDDERS	SLBE Good Faith Efforts Documentation
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
10.	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.
11.	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
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
19.	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 DICK MILLER, INC., herein called "Contractor" for construction of South Chollas Wash Rack Replacement; Bid No. K-15-5990-DBB-2; in the amount of THREE HUNDRED NINETY NINE THOUSAND NINE HUNDRED NINETY THREE DOLLARS 00/100(\$399,993.00), which is comprised of the Base Bid alone.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled South Chollas Operations Wash Rack Replacement, on file in the office of the Public Works Department as Document No. 21003085, 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 South Chollas Wash Rack Replacement, Bid Number K-15-5990-DBB-2, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

**CONTRACT FORMS (continued)**


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**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

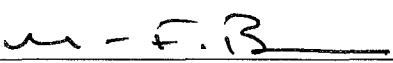
By:   
Stephen Samara  
Principal Contract Specialist  
Public Works Contracting Group

By:   
Print Name: Heather L. Stroud  
Deputy City Attorney

Date: 9/21/15

Date: Sept. 21, 2015

**CONTRACTOR**

By: 

Print Name: Glen F. Bullock

Title: President

Date: 7-27-15

City of San Diego License No.: B2012015447

State Contractor's License No.: 380204 A, B, C-12

**CONTRACT FORMS  
ATTACHMENTS**

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

---

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

DICK MILLER, INC., dba DMI, a corporation, as principal, and  
The Ohio Casualty Insurance Company, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and  
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of  
THREE HUNDRED NINETY NINE THOUSAND NINE HUNDRED NINETY THREE DOLLAR  
00/100. (\$399,993.00) for the faithful performance of the annexed contract, and in the sum of  
THREE HUNDRED NINETY NINE THOUSAND NINE HUNDRED NINETY THREE DOLLAR  
00/100. (\$399,993.00) for the benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **South Chollas Wash Rack Replacement**, Bid Number **K-15-5990-DBB-2**, 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**

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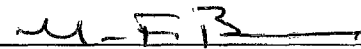
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated July 17, 2015

Approved as to Form

Dick Miller, Inc., dba DMI


Principal

By 

GLEN F. Bullock

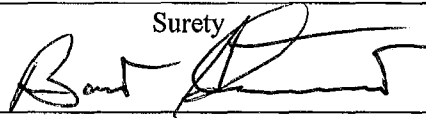
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

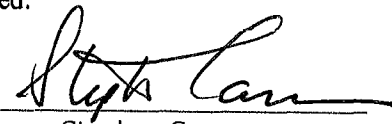
By   
Deputy City Attorney

The Ohio Casualty Insurance Company

Surety

By   
Bart Stewart, Attorney-in-fact

Approved:

By:   
Stephen Samara  
Principal Contract Specialist  
Public Works Contracting Group

790 The City Drive South, Ste. 200

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

(714) 634-5732

Local Telephone No. of Surety

Premium \$ 4,608.00

Bond No. 024062388

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

Certificate No. 6280496

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

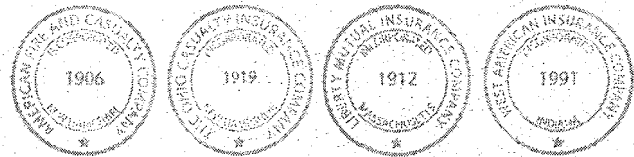
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart; Brittany Aceves; Molly Cashman

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of September, 2013.



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

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 11th day of September, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

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

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

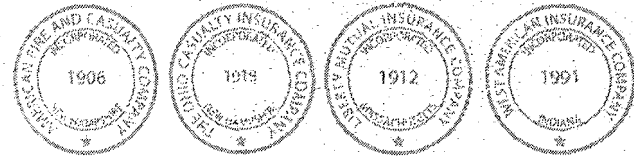
**ARTICLE XIII – Execution of Contracts** – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of July, 2015.



By: David M. Carey  
David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }


County of San Diego }

On 7/17/15 before me, Brittany Aceves, Notary Public,  
(Here insert name and title of the officer)

personally appeared Bart Stewart,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) ~~(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.



Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

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

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



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.

ACKNOWLEDGMENT

State of California )  
County of San Diego )

On JULY 24, 2015, before me, Cynthia R. Lopez, notary public, personally appeared GLEN FRANCIS BULLOCK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

*Cynthia R Lopez*



# CONTRACTOR CERTIFICATION

---

## DRUG-FREE WORKPLACE

PROJECT TITLE: South Chollas Wash Rack Replacement

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

Dick Miller Inc

(Name under which business is conducted)

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

Signed G.F.B.

Printed Name Glen F. Bullock

Title President

# CONTRACTOR CERTIFICATION

---

## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: South Chollas Wash Rack Replacement

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

DICK MILLER INC

(Name under which business is conducted)

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

Signed M-F.B.

Printed Name Glen F. Bullock

Title President

# CONTRACTOR CERTIFICATION

## CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: South Chollas Wash Rack Replacement

I declare under penalty of perjury that I am authorized to make this certification on behalf of Dick Miller Inc, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 27<sup>th</sup> Day of July, 2015.

Signed Glen F. Bullock

Printed Name Glen F. Bullock

Title President

**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:

**South Chollas Wash Rack Replacement**  
(Name of Project)

as particularly described in said contract and identified as Bid No. **K-15-5990-DBB-2**; SAP No. (WBS/IO/CC) **21003085**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

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

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

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

\_\_\_\_\_ Contractor

by

**ATTEST:**

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

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

Notary Public in and for said County and State

## ATTACHMENTS

**ATTACHMENT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

1. **SCOPE OF WORK:** This project involves furnishing all labor, materials, equipment, services and construction, which include construction of masonry wall, installation of drainage catch basin, installation of concrete curb and apron, installation of wet utilities, installation of bollards and fencing, placement of asphalt concrete, temporary storm drain inlet protection, submittals including a site specific Health & Safety plan given its proximity to the Chollas Landfill.

- 1.1. The Work shall be performed in accordance with:

- 1.1.1. The Notice Inviting Bids inclusive.

2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$443,000.00.**

3. **LOCATION OF WORK:** The location of the Work is as follows:

The project is located within the Chollas Operations Yard, located at 2781 Caminito Chollas, San Diego, CA 92105.

4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **30 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 classification for this contract:

- CLASS A



**ATTACHMENT B**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT C**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**

## EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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

### **D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

#### **1. Nondiscrimination in Contracting Ordinance.**

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

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

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

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

for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

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

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

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

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

**ATTACHMENT D**  
**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 8:30 AM to 3:30 PM.

### **SECTION 2 - SCOPE AND CONTROL OF WORK**

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

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

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

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



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

The Product Submittal Form is available for download at:

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

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

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 re-establishment of the disturbed controlling survey monuments.

**2-14.3 Coordination.** To the City Supplement, ADD the following:

Other adjacent City project(s) is (are) scheduled for construction for the same time period in the vicinity of 2781 Caminito Chollas, San Diego, CA 92105. See Appendix "F" for approximate location. Coordinate the Work with the adjacent project(s) as listed below:

- a) Chollas Landfill Operations Yard Improvements, Project Engineer Mark Calleran, (619) 533-5197

## SECTION 4 - CONTROL OF MATERIALS

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

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on 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:

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

**7-3.2.2 Commercial Automobile Liability Insurance.**

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

### 7-3.2.3

#### **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

#### **7-3.2.5**

#### **Contractors Builders Risk Property Insurance.**

1. You must provide at its expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance must be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits must be 100% of this contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.
2. Insured property must include material or portions of the Work located away from the Site but intended for use at the Site, and must cover material or portions of the Work in transit. The policy or policies must include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies must cover the cost of removing debris, including demolition.
3. The policy or policies must provide that all proceeds thereunder must be payable to the City as Trustee for the insured, and must name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. We as Trustee will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance must be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles must be apportioned

among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant must pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City must be entitled to 100% of its loss. The Contractor must pay the City any portion of that loss not covered because of a deductible, at the same time the proceeds of the insurance are paid to the City as trustee.

5. Any insured, other than the City, making claim to which a deductible applies must be responsible for 100% of the loss not insured because of the deductible. 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.

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

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

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

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

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance**

**7-3.5.1.1 Additional Insured.**

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations

performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.

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

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

**7-3.5.1.3 Project General Aggregate Limit.**

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

**7-3.5.2 Commercial Automobile Liability Insurance.**

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

**7-3.5.3 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.

- 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.

**7-3.5.3.2 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

**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.

**7-3.5.5 Builders Risk Endorsements.**

**7-3.5.5.1 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.

**7-3.5.5.2 Builders Risk – Partial Utilization.** If the City desire to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this contract, the City will notify you and you must immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies must not be cancelled or lapse on account of any such partial use or occupancy. You must obtain the endorsement prior to our occupation and use.

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

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

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

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

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

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

1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state

workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

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

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

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

**7-4.1.1 Waiver of Subrogation.**

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

**7-8.6 Water Pollution Control.** ADD the following:

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

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

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

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

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

**ADD:**

**7-16 COMMUNITY OUTREACH.**

7-16.1

**General.**

1. To ensure consistency with the City's community outreach plan for the project, the City 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. The Contractor shall assign a staff member who will perform the required community outreach services.
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 SDSshare 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 SDSshare 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 SDSshare site within 24 hours.

Copies of email communications shall be saved on to the City's SDSshare 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.

**7-16.1.2 Quality Assurance.**

1. During the course of community outreach, the Contractor shall ensure 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:
  - 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.

**7-16.1.3 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 SDSshare site to identify and summarize communications (via phone, in person, and email) with the public the 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 SDSshare 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, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
  - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
5. Door Hanger Material: 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 SDSShare 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.

**7-16.3.2 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**

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

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

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.**

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

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



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

**SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS**

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

<b>OLD SECTION NUMBER</b>	<b>TITLE</b>	<b>NEW SECTION NUMBER</b>
209-6.4.7	Luminaire Identification	209-6.4.8
209-6.4.8	Photometric Documentation	209-6.4.9
209-6.4.9	Quality Assurance	209-6.4.10

**SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS**

**ADD:**

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

- a) Trench marker tape shall be 6" wide and consist of a minimum 5.0 mil, five-ply 100% virgin polyethylene which is acid, alkaline and corrosion resistant. Elongation properties and tensile strength of not less than 7,800 psi shall be in accordance with ASTM D882-80A. The trench marker tape for water lines shall have a minimum 20 gauge solid aluminum foil core, adhered to a 2.55 mil polyethylene backing.
- b) Tape color and legend shall be placed beneath the top protective layer subject to the following:
  1. Blue with "Caution Potable Water Line Buried Below" for Water mainlines and over pipe sleeves.
  2. Purple with "Caution Recycled/Reclaimed Water Line Buried Below" for recycled water irrigation mainlines.
  3. Red with "Caution Electric Line Buried Below" for electrical lines servicing the irrigation system, including, but not limited to, 110
  4. /220v power to irrigation controllers and pumps, communication cables and irrigation direct burial control wires to remote control valves.
  5. Green with "Caution Sewer Line Buried Below" for Sewer mainlines and over pipe sleeves.

## SECTION 300 – EARTHWORK

**300-1.4** **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

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

**302-3** **PREPARATORY REPAIR WORK.**

1. Prior to 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 area 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.

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

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

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

#### SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

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

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

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

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.

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

### **SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION**

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

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

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

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

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

### **SECTION 703 – ENCOUNTERING OR RELEASING HAZARDOUS SUBSTANCES**

**703-20 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).
- k) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Universal Waste (EACH).
- l) 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**

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

## SECTION 707 – RESOURCE DISCOVERIES

### ADD:

#### 707-1.1

**Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a **Notice of Exemption (NOE)** for **South Chollas Wash Rack Replacement**, Project No. 323570, as referenced in the Contract Appendix. You must comply with all requirements of the NOE 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)**



## TECHNICALS

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<b>013219</b>	<b>Submittals</b>
<b>265600</b>	<b>Exterior Lighting</b>
<b>321200</b>	<b>Flexible Pavement</b>
<b>321300</b>	<b>Rigid Pavement</b>
<b>323000</b>	<b>Site Improvements</b>
<b>323200</b>	<b>Retaining Walls</b>
<b>331000</b>	<b>Water Utilities</b>
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## TECHNICALS

### SECTION 015000 – TEMPORARY FACILITIES; SECTION 013219 - SUBMITTALS

#### 1.0 GENERAL

#### 1.1 Temporary Facilities for Own Use

- Provide offices and sanitary facilities as required for own use.
- Furnish utilities as required for own use. Coordinate with landfill operator and servicing utility agencies for use of existing facilities on site.
- Pay for utility service.
- Remove the above on completion of the work.

#### 1.2 Submittals

##### 1.2.1 Preliminary Submittals List

The following is a preliminary list of submittals to be reviewed, updated and completed by the Contractor and submitted during the pre-construction meeting, the Contractor shall provide to the CITY for the Engineer's review a complete listing of all anticipated Contractor submittals and the proposed submittal dates for each, including but not limited to the following:

##### **General Submittals:**

- Injury & Illness Prevention Program
- Preconstruction Survey
- Record Drawings
- As-Built Surface
- Health and Safety Program
- Earthwork Volumes Calculation
- Code of Safe Practices
- Progress Schedule
- Preliminary Const. Schedule
- Water Pollution Control Plan (WPCP)

##### **Miscellaneous Civil Submittals:**

- Concrete Mix Designs
- Drain Pipe and Fittings – manufacturer's cut sheets for each type of pipe
- Reinforcing Steel and Wire Mesh Certificate of Compliance
- Joint Sealant Manufacturer's Product Data
- Asphalt Concrete Design Mix
- Crushed Miscellaneous Base Certificate of Compliance
- VCP Sewer Pipe and Fittings
- CLSM Design Mix
- Oil/Water Separator Manufacturer's Certificate of Compliance/Product Information
- Butterfly valve manufacturer's cut sheets

##### 1.2.2 Health and Safety Plan Provisions

Within seven days of the award of the Contract, the Contractor shall submit for the review of

the CITY, a copy of its Injury and Illness Prevention Program (IIPP). The IIPP shall be in sufficient detail to include all aspects of health and safety that may be anticipated by the scope of work.

The Contractor is advised that decomposing refuse produces landfill gas which is approximately 50 percent methane (natural gas) by volume. Landfill gas is colorless, can be odorless, may contain hydrogen sulfide, is combustible, and contains no oxygen. Landfill gas can also migrate through soil near the landfill. The Contractor is, therefore, advised of the need for precautions against fire, explosion, and asphyxiation when working in or near construction areas which are in or near refuse areas. The Contractor's IIPP shall address this issue.

The Contractor shall at all times be responsible for the safe prosecution of the Work and protection of its employees and the public. Review of the Contractor's IIPP by the CITY shall not relieve the Contractor of responsibility for any aspect of the work, or for compliance with all Federal, State, and local laws pertaining to health and safety. Strict Adherence to the Contractor's Health and Safety Plan will be required for all Contractor and subcontractor personnel.

The contents of the Health and Safety Plan must meet all regulatory requirements for the specific work that is proposed. The following is a list of some of the elements for a Health and Safety Plan. Those plan elements which will not apply to the specific contract should be noted (such as "this construction does not involve any confined space work,").

One or more of the following may be required to be included in an employer's (Contractor's) Health and Safety Plan (HSAP).

#### **Mandatory**

1. Site Background and Scope of Work: Site specific with an emphasis on the type(s) of service(s) performed, the hazards associated with such work, and the programs in effect to protect the employee against those recognized hazards.
2. Injury and Illness Prevention Program (Title 8, California Code of Regulations, Section 3203): Required of all employers of 10 or more employees.
3. Code of Safe Practices (Cal. Code Regs., Title 8, §1509): All employers are required to have a Code of Safe Practices in writing and posted at the work place.
4. Emergency Medical Services (Cal. Code Regs., Title 8, §1512): All employers are required to have this program in writing.
5. Fire Protection Program (Cal. Code Regs., Title 8, §1920): All employers are required to have this program in writing.

#### **Required by Scope of Work**

6. Hazard Communication Program (Cal. Code Regs., Title 8, §5194): All employers are required to have this program in writing if there is a potential for their employees to come in contact with any products that may be hazardous.
7. Requirements for Excavation and Shoring (Cal. Code Regs., Title 8 §1541.1): All employers are required to have this program in writing.
8. Confined Space Procedures (Cal. Code Regs., Title 8, §5156): All employers are required to have this program in writing if confined spaces will be entered.

9. Hearing Conservation Program (Cal. Code Regs., Title 8 §5097): This program shall be written into the HASP if employee noise exposures meet or exceed the levels outlined in Cal. Code Regs., Title 8, §5097.
10. Personal Protective Equipment (Cal. Code Regs., Title 8, §§3380-3400): Requirements must be included in the HASP if personal protective equipment is required for the contracted work.
11. Storage, Handling, and Dispensing of Flammable/Combustible Liquids (Uniform Fire Code Article 79): Requirements must be included in the HASP if flammable/combustible liquids will be stored, handled, or dispensed.
12. Welding, Brazing, and Cutting (Cal. Code Regs., Title 8, §§1536, 1537): Requirements must be included in the HASP if performing these actions.
13. Compressed Gas Cylinders (Cal. Code Regs., Title 8, §§1740-1743): Requirements must be included in the HASP if storing or using compressed gas cylinders.

In addition to submittal of the IIPP, the Contractor shall provide safety checklists for each piece of operated equipment to be used on the site. The checklists shall be reflect that the equipment has been properly maintained, that all protection features are in good repair, and that the equipment is safe to operate. The following requirement for Safety Equipment (at a minimum) shall be required during any excavation, and work that includes any trenching or ground disturbance:

1. All personnel working on the Chollas Operations Yard Facility Wash Rack shall be familiar with the use of gas monitoring equipment for total organic compounds as methane (such as flame ionization detector) and for hydrogen sulfide. All personnel working directly with earthmoving, utility or pipe excavation and installation, retaining wall footing trenching, wash rack concrete work, pipe excavation, installation or abandonment shall be equipped with a Personal Four-Gas meter.
2. Such equipment will be required for the duration of the installation and testing of the Chollas Operations Yard Facility Wash Rack.

**2.0 PRODUCTS (Not Used)**

**3.0 EXECUTION (Not Used)**

**4.0 MEASUREMENT AND PAYMENT**

**4.1 Construction Support Tasks - (Item No. 27 & 28)**

Construction Support Tasks – Temporary Facilities; Temporary Storm Water Pollution Control - Contractor Stormwater Compliance; Contractor Submittals as described above shall be considered as included in the contract lump sum price paid for Construction Support Tasks.

To facilitate progress payments the Contractor shall submit for the approval of the Engineer, a "Schedule of Values" for costs associated with the applicable items reflected in Part 2, Construction Support Tasks. Final acceptance and approval of the cost allocation presented in the "Schedule of Values" will be at the sole discretion of the CITY. As an alternative, measurement for progress payments may be determined based on the percentage completion of the overall contract work.

Payment of the lump sum price for Construction Support Tasks shall constitute full compensation for all labor, material, equipment and all other items and arrangement necessary and incidental to comply with the requirements of this section and no additional payment shall be allowed.

**4.2 Health and Safety Provisions**

All work associated with Health and Safety Provisions including Contractor preparation of Site Safety Plan (Illness, and Injury Prevention Plan (IIPP)), implementing of safety requirements, Four Gas Monitoring Meters, or other equipment as necessary for preparation and compliance with Health and Safety Provisions for this project shall be included in each item of Contractor's work. No separate payment for this item shall be made.

**END OF SECTIONS 015000 - 013219**

**SECTION 265600 EXTERIOR LIGHTING; SECTION 321200 FLEXIBLE PAVEMENT;  
SECTION 321300 RIGID PAVEMENT; SECTION 323000 SITE IMPROVEMENTS;  
SECTION 323200 RETAINING WALLS; SECTION 331000 WATER UTILITIES; SECTION  
333000 SANITARY SEWER UTILITIES; SECTION 334000 STORM DRAIN UTILITIES**

**1.0 GENERAL**

This section sets forth the requirements for miscellaneous civil improvements as indicated on the Drawings.

**1.1 Work Included**

In general, miscellaneous civil and drainage improvements shall include:

- Construction of Portland Cement Concrete (PCC).
- Placement of Reinforcing Steel.
- Joining of New and Existing retaining walls.
- Construction of Concrete Basin; Concrete Sweeper Basin; concrete pavement, concrete curb, and curb and gutter;
- Construction of CMU Masonry Block Retaining Wall.
- Installation of Wash Water Separator, fill pipe inlet and 12-inch butterfly valve, and wash water discharge piping;
- Construction of VCP sewer lateral and main line connection;
- Construction of Water Fire Hydrant Lateral with modified tee in lieu of spool; butterfly valve, riser and valve can;
- Water line (below and above grade) spigots, and mounting hardware.
- Electrical Conduit, Light Pole Standard Foundation Installation; miscellaneous conduit and pull box relocation.
- AC Paving and Base material placement over trenches.

**1.2 Submittals Required**

The Contractor shall thoroughly review the Specifications and identify all required project submittals. The submittals listed below are intended as a general summary of the submittal items contained in this section. This submittal list does not release the Contractor from the responsibility of identifying and providing all information requested.

**Miscellaneous Civil Submittals:**

- Fill Soil Import Source and soil gradation analysis.
- Concrete Mix Designs;
- Drain Pipe and Fittings; Manufacturer's Product Data for water stop;
- Reinforcing Steel and Wire Mesh Certificate of Compliance;
- Joint Sealant Manufacturer's Product Data;
- Asphalt Concrete Design Mix;
- Crushed Miscellaneous Base Certificate of Compliance;
- VCP Sewer Pipe and Fittings;
- CLSM Design Mix;
- Wash Water Separator Manufacturer's Certificate of Compliance/Product Information sheets;
- Butterfly valve Manufacturer's Product Data;
- Manufacturer's Product Data for 4-inch C900 water pipe and fittings;

- Manufacturer's Product Data for SCH 80 Galvanized Steel Pipe and fittings;
- Manufacturer's Product Data for SCH 40 PVC Electrical Conduit, fittings and traffic signal boxes.
- 24-inch by 36-inch traffic rated vault.

## **2.0 PRODUCTS**

### **2.1 Portland Cement Concrete (PCC)**

PCC shall be furnished in accordance with the requirements of Section 201-1 of the SSPWC. Unless otherwise authorized by the Engineer or indicated on the drawings, or specified herein, specific classes of PCC shall conform to the type of construction as reflected in Table 201-1.1.2 (A) of the SSPWC. Concrete for all Wash Rack Concrete Apron, Wash Rack Sweeper Basin and modified Catch Basin shall be 660-CW-4000P. All basin concrete work shall be placed monolithically; if contractor's operations require separate placement events, a water stop shall be installed for a continuous seal at the construction joint. All pipes entering or exiting basins shall be placed with a water stop within the concrete join area. The Contractor shall submit proposed PCC mix designs, for the approval of the Engineer, a minimum of 14 days prior to the intended use on the project.

### **2.2 Reinforcing Steel**

Reinforcing steel for concrete structures shall be furnished in accordance with Section 201-2 of the SSPWC, and shall conform to ASTM A615 Grade 60, unless otherwise shown. The Contractor shall submit Certificates of Compliance representative of the reinforcing steel to be used on the project.

### **2.3 Curing Compound**

Curing compounds for concrete improvements shall conform to the requirements of Section 201-4 of the SSPWC, Type 1-D or Type 2. The Contractor shall submit a Certificate of Compliance for the proposed curing compound to be used.

### **2.4 Reinforcing Bar Epoxy**

Epoxy for reinforcing bars shall conform to the requirements of ASTM C881-02 for bonding reinforcing bars to concrete. The epoxy surrounding the reinforced bar shall be placed in accordance with the applicable portions of Section 214-6 of the SSPWC.

### **2.5 Asphalt Concrete Pavement (AC)**

Asphalt Concrete (AC) shall be furnished in accordance with the requirements of Section 203-6 or Section 203-7 of the SSPWC (as appropriate) and shall be Type B PC 64-10 for the Base Course, and Type C2 PG 64-10 for finish course for roadway surfacing (if not placed in a single lift) and Type D2 PC 64-10 for dikes and curbing. Where indicated on the Plans, AC pavement shall be placed against a redwood header in conformance with Section 302.5.5 of the SSPWC.

AC mix designs shall be submitted for the Engineers review and approval.

### **2.6 Crushed Miscellaneous Base Material (CMB)**

CMB shall conform to the requirements of Section 200-2.4 of the SSPWC. The Contractor shall submit a Certificate of Compliance indicating that the proposed material meets the gradation requirements of the Standard Specifications.



## **2.7 Masonry Materials**

Masonry units shall comply with Subsection 202-2.1 of the SSPWC. Block color shall be gray or buff per choice of CITY Project Manager. Mortar, grout, and water shall comply with Subsection 202-2.2 of the SSPWC.

## **2.8 VCP Pipe and Fittings**

VCP piping and fittings shall be Extra Strength Vitriified Clay Pipe (VCP), conforming to requirements of Section 207-8 of the SSPWC, diameter per plan.

## **2.9 12-Foot Chain Link Fence**

Twelve-foot chain link fence shall be furnished and installed at the location per plan per Detail 4/D1 of the construction drawings.

## **2.10 Controlled Low Strength Material (CLSM)**

Controlled Low Strength Material (CLSM) shall conform to Section 201-6 of the SSPWC.

## **2.11 Wash Water Separator**

The Wash Water Separator shall be a VortSentry Model Number HS 36 compact manhole hydrodynamic separator as manufactured by Contech or approved equivalent. Manhole adjusting rings shall be pre-cast concrete sections of the length required so that the frame and cover is either flush with pavement, or 6-inches above adjacent grade for soil installation, depending on location; frame and cover shall be per SPPWC Std. Plan No. 633.

Basin outlet pipe shall be 8-inch SDR 17 solid HDPE Pipe (SDR 17) high density polyethylene (HDPE) pipe conforming to the requirements of ASTM 3350, with 8-inch water stop and 12-inch diameter grout ring per AWWA C 901 or C 906 – P & F Distributors ([www.pfdistributors.com](http://www.pfdistributors.com) (909) 799-7800).

## **2.12 Water Pipe and Fittings**

Below-grade 4-inch water pipe shall be Class 150 (SDR 18) PVC Pipe produced in blue or white, conforming to the AWWA C900 specification, with gaskets meeting ASTM F477 and joints in compliance with ASTM D3139. A Class 150 (SDR 18) flanged or threaded PVC Pipe fitting transition from 4" to existing wash rack pipe diameter (2-inch) shall occur at a depth of 12-inches below grade. Pipe and fittings from 1-foot below grade (at smaller diameter of the 4-inch by 2-inch – match existing) and for above grade pipe shall be schedule 80 galvanized steel pipe. Water spigots to match existing wash rack spigots (type and size).

## **2.13 Butterfly Valves and Valve Box/Vault**

Butterfly valve shall be a 4-inch AWWA C504 Class 250B Ductile Iron flanged valve with buried service actuator as manufactured by Val-Matic Valve and Manufacturing Corp, or approved equivalent. Extension and Riser shall be pursuant to City of San Diego Water Standard SDW-153. Use precast 24-inch by 36-inch traffic rated vault for 12-inch valve; 12-inch valve shall be a 12-inch AWWA C504 Class 150B Ductile Iron flanged valve, with hand wheel actuator as manufactured by Val-Matic Valve and Manufacturing Corp, or approved equivalent.

## **2.14 Fire Hydrant and Service**

Fire Hydrant and Service shall be pursuant to City of San Diego Water Standard SDW-104. Replace Spool with a tee of the same material with a 4-inch leg for waterline connection.

### **2.15 Pipe Bollards**

Pipe Bollards shall be furnished pursuant to the project details. Paint for bollards shall be pursuant to Section 210 – Paint and Protective Coatings of the SSPWC with Zinc Oxide primer coat and two high visibility yellow finish coats.

### **2.16 Engineered Fill Material**

Soil material that is non-expansive, clean and free from organics either from the excavation or from an import source approved by the CITY shall be used in the construction of engineered fills.

Rocks or rock fragments greater than 3 inches in any dimension shall be removed from the unclassified fill and disposed of as directed by the Engineer. Rocks or rock fragments less than 3 inches shall be distributed evenly throughout the fill. "Nesting" of rock or rock fragments will not be permitted.

### **2.17 HDPE Pipe and Fittings**

Piping and fittings for the 12-inch HDPE Sweeper Basin Drain shall be 12-inch diameter (SDR 17 – solid high density polyethylene (HDPE) pipe conforming to the requirements of ASTM 3350. Water stop fitting materials shall be of the same material as the piping. The CONTRACTOR shall submit two (2) samples of each type of piping proposed for use. The submittal shall also include manufacturer's catalog cut sheets, fusion welding information for pipe joining, and a Certificate of Compliance for each class of pipe. The submittal shall be provided to the Engineer at least 15 working days prior to intended use.

## **3.0 EXECUTION**

### **3.1 Clearing and Grubbing**

Clearing and grubbing shall be performed in accordance with Section 300-1 of the SSPWC. All material generated from clearing and grubbing operations shall be transported to a designated Transfer Station, at an approved off-site disposal facility.

Concrete pavement and Portland cement concrete debris generated during the clearing and grubbing operations, and in demolition operations, shall be transported to a designated Transfer Station, or an approved off-site disposal facility that accepts concrete and asphalt demolition materials.

### **3.2 Portland Cement Concrete (PCC)**

The proposed improvements shall be excavated to the lines and grades indicated on the Construction Drawings. Reinforcement and PCC shall be placed in accordance with the applicable portions of Section 303 of the SSPWC, and the referenced Detail or referenced Standard Plan. All basin concrete work shall be placed monolithically; if contractor's operations require a separate placement events, a water stop shall be installed for a continuous seal at the construction joint.

### **3.3 Asphalt Concrete Pavement (AC)**

AC pavement shall be constructed to the lines and grades indicated on the Construction Drawings and in accordance with Section 302-5 of the SSPWC.

### **3.4 Crushed Miscellaneous Base Material (CMB)**

CMB shall be placed to the line and grades indicated on the Construction Drawings and in accordance with the provisions of Section 301-2 of the SSPWC.

The material shall be compacted to a minimum relative compaction of 95 percent (based on ASTM D 1557) in accordance with Section 211 of the SSPWC.

**3.5 Masonry Materials**

Masonry walls shall be constructed in accordance with Section 303-4 of the SSPWC.

**3.6 12-Foot Chain Link Fence**

Twelve-foot chain link fence shall be furnished and installed at the location per plan per Detail 4/D1 of the construction drawings.

**3.7 VCP Sewer Pipe and Fittings**

Installation of the VCP Sewer Pipe and Fittings shall conform to the lines, grades, details, and notes shown on the Plans and as referenced in these Technical Specifications.

**3.8 Wash Water Separator**

The Wash water Separator and pipe systems shall be installed pursuant to the manufacturer's recommendation for the specified application. Adjusting rings and manhole cover shall be installed per SPPWC Std. Plan 326-1.

**3.9 Water Pipe and Fittings**

Water pipe and fittings shall be installed per the manufacturer's recommendations. Above grade piping shall be supported by Tolstrut Channel supports as manufactured by Tolco, with recommended clamps and hardware, or approved equivalent. Spigot risers shall have a minimum of two clamps per riser; supply piping shall be supported and clamped at 8-foot maximum intervals.

**3.10 Butterfly Valve and Valve Box**

Butterfly valves shall be installed per the manufacturer's recommendations. Install Valve Box and Valve Actuator Extension per City of San Diego Water Standard SDW-153 for 4-inch valve; use 18-inch by 24-inch traffic rated vault for 12-inch valve.

**3.11 Pipe Bollards**

Install concrete filled pipe bollard pursuant to the project details.

**3.12 Earthwork - General**

All earthworks shall conform to the following requirements, where applicable, unless otherwise noted in these Technical Specifications:

- A. The Contractor shall be solely responsible for the satisfactory completion of all earthwork in accordance with the Plans and Technical Specifications.
- B. Equipment used in the excavation, transport, stockpiling, processing, placement and compaction of all materials used in earthwork construction of the composite liner system will be standard-of-practice grading machinery of known specifications suitable for performing the required work in a timely and efficient manner.
- C. All clearing, grubbing, and site preparation for the Project shall be accomplished to the satisfaction of the Engineer prior to placement of fill material.
- D. The ground surface prepared to receive fill shall be moisture conditioned and graded until it is uniform and free from uneven features which may prevent uniform compaction. The ground surface to receive fill shall be brought to at least one percent above optimum moisture content, mixed as required, and compacted to a

minimum of 90 percent of the maximum dry density as determined by ASTM D 1557. The prepared surface shall be firm and unyielding. Prior to fill placement, the ground surface to receive fill shall be inspected by the Engineer.

- E. Fill material shall be placed in thin, horizontal (parallel to the subgrade) lifts with a maximum uncompacted thickness not to exceed 8 inches. Each layer shall be spread evenly and thoroughly mixed to obtain a near uniform condition in each layer. In areas of excess lift thickness, regrading of the surface to the maximum lift thickness will be completed prior to proceeding with compaction in that area.
- F. The minimum in-place compaction for all fill materials shall be 90 percent of the maximum dry density as determined by ASTM D 1557. The moisture content of compacted unclassified fill shall be at  $\pm 2$  percent of optimum moisture content for the specified material.
- G. Where tests by the Engineer indicate that the moisture content or density of any layer of fill, or portion thereof, is below the Project requirements, the particular layer or portion thereof will be reworked until the required moisture/density has been attained. The moisture/density of the reworked fill will be verified by re-testing by the Engineer. No additional fill shall be placed over an area until the prior fill has been tested horizontally and vertically and meets the requirements of these Technical Specifications to the satisfaction of the Engineer.
- H. Where work is interrupted by heavy rains, fill operations shall not be resumed until observations and field tests by the Engineer indicate the moisture content and density of the in-place fills and/or materials intended for placement are within the limits previously specified. This requirement does not preclude the Contractor from disking or aerating excessively wet areas to enhance drying.
- I. Throughout construction, all excavation and/or fill areas shall be graded to provide positive drainage to appropriate collection/transport structures and to prevent ponding of water. Surface water shall be controlled to avoid damage to adjoining properties or to finished work on the site.
- J. Where haul routes cross existing pavement areas, the loading of pavement areas shall be limited to H20 truck load limits. No scrapers or off-road trucks shall be allowed on paved areas. The Contractor shall assume all responsibility for damage to pavement areas arising from sequencing and location of haul routes.

### **3.13 Excavation**

The Contractor shall complete all excavations as indicated on the Plans, as directed by the Engineer, and as specified herein in order to achieve an adequate foundation for installation of the miscellaneous civil improvements for this project. Unauthorized excavation below the design subgrade will not be permitted.

Excavated material shall be utilized for engineered fills (providing the excavated material meets the material requirements for engineered fill.

### **3.14 Engineered Fill**

Material generated from the excavation or from the CITY-approved import soil source shall be incorporated into engineered fills, in accordance with the requirements of Subsection 2.0, Materials and Section 3.12, above.

#### **4.0 MEASUREMENT AND PAYMENT**

The contract unit price for each of the following civil improvements shall include full compensation for all labor, material and equipment required to construct the improvements in accordance with the Construction Drawings, Specifications, and manufacturer's recommendations. Quantities installed beyond the limits indicated on the drawings will not be compensated unless previously authorized by the Engineer.

#### **4.1 Masonry Retaining Wall Type 5 (Per SDRSD No. C-5) shown as Details 1/2 (Item No. 6)**

All grading, Unclassified Excavation/Engineered Fill, including soil import material for retaining wall backfill, concrete, CMU, reinforcing steel, grout and other appurtenances as required, shall be considered as included in the Contractor's unit price.

Final pay quantities shall be determined from field verification of the linear footage of Masonry Retaining Wall Type 5 per SDRSD No. C-5 installed in accordance with the Construction Drawings. Quantities installed beyond the limits indicated on the Drawings will not be compensated unless previously authorized by the Engineer.

#### **4.2 Type B-1 Concrete Curb Per SDRSD No. SDG - 6 – (Item No. 7)**

All finish grading, concrete, crushed miscellaneous base material, and other appurtenances as required shall be considered as included in the Contractor's unit price per linear foot.

Final pay quantities shall be determined from field verification of the linear footage of Type B-1 Concrete Curb completed in accordance with the limits indicated on the Construction Drawings. Quantities installed beyond the limits indicated on the drawings will not be compensated unless previously authorized by the Engineer.

#### **4.3 Pipe Bollards per Detail 1/D1– (Item No. 8)**

All pipe, concrete, painting and other appurtenances as required, shall be considered as included in the Contractor's unit price.

Final pay quantities shall be determined from field verification of the total number of Pipe Bollards installed in accordance with the Construction Drawings. Quantities installed beyond the limits indicated on the drawings will not be compensated unless previously authorized by the Engineer.

#### **4.4 Modified Type G Catch Basin per SDRSD Std. Plan SDD-120– (Item No. 9)**

Modified Type G Catch Basin (660-CW-4000P), shall include furnishing all labor, tools, equipment, and incidentals and for doing all the work involved in construction of the Modified Type G Catch Basin, complete in place, including all excavation/backfill, grading, concrete, reinforcement, curing compound, water stops, metal frame and grates and other appurtenances as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the engineer.

Final pay quantities shall be determined from field verification of the actual length of Modified Type G Catch Basin constructed in accordance with these specifications and the limits indicated on the Drawings. Quantities installed beyond the limits indicated on the Construction Drawings will not be compensated unless previously authorized by the Engineer.

**4.5 Wash Rack Concrete Apron (Per Detail 2/D1) – (Item No. 10)**

Wash Rack Concrete Apron (660-CW-4000P), shall include furnishing all labor, tools, equipment, and incidentals and for doing all the work involved in construction of the Wash Rack Concrete Apron, complete in place, including all excavation, grading, Class 2 Base, concrete, reinforcement, curing compound, and other appurtenances as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the engineer.

Final payment shall be based on field measurement of the actual square footage of Wash Rack Concrete Apron constructed in accordance with these specifications and the limits indicated on the Drawings. Quantities installed beyond the limits indicated on the Construction Drawings will not be compensated unless previously authorized by the Engineer.

**4.6 Miscellaneous Concrete Construction, Expansion and Contraction (Saw Cut) Joints (Per Details 1/D2, and 2/D2)**

All Costs for Miscellaneous Concrete Joints - Construction, Expansion and Contraction (Saw Cut) Joints, and elastomeric filler per project details shall be considered as included in the Unit Price per Square Foot for Item 10 - Wash Rack Concrete Apron. No separate payment will be made.

**4.7 12-Foot High Chain Link Fence and Wind Screen (Per Detail 4/D1) – (Item No. 11)**

All labor materials and equipment as necessary to install the 12-Foot High Chain Link Fence and Wind Screen (Per Detail 4/D1), including all excavation/backfill, finish grading, concrete, and elastomeric filler, fence posts and rails, truss rods, turnbuckles, brackets, mounting hardware, wind screen material, concrete fill between retaining wall and collection basin, and other appurtenances as required shall be considered as included in the Contractor's unit price.

Final pay quantities shall be determined from field verification of the linear footage of 12-Foot High Chain Link Fence and Wind Screen (Per Detail 4/D1) completed in accordance with the limits indicated on the Construction Drawings. Quantities installed beyond the limits indicated on the drawings will not be compensated unless previously authorized by the Engineer.

**4.8 4" AC over 8" Class 2 Base Access Road – (Item No. 12)**

All finish grading, asphalt concrete, crushed miscellaneous base material, and other appurtenances as required shall be considered as included in the Contractor's unit price.

Final pay quantities shall be determined from field verification of the actual square footage of 4" AC/8" CMB access road completed in accordance with the limits indicated on the Construction Drawings.

**4.9 Install 4-Inch Sewer Lateral with Type A Bedding and Backfill per SDRSD Std. Plan No. SDS-110 - (Item No. 13)**

All layout, excavation, grading, pipe, fittings bedding, backfill and compaction, per these specifications and/or all other operations, equipment, or materials incidental to completing the work as represented by the Drawings and Specifications shall be included in the Contractor's unit price.

Final pay quantities shall be determined by the actual linear feet of 4-Inch Sewer Lateral with Type A Bedding and Backfill per SDRSD Std. Plan No. SD-110 installed. Quantities

exceeding beyond the limits indicated on the Drawings will not be compensated, unless the additional work was authorized by the Engineer prior to the work being performed.

**4.10 Install Service and Fire Hydrant per Std. Plan No. SDW-104 Modified - (Item No. 14)**

All layout, excavation, grading, hot tap, pipe, fittings, fire hydrant, spools, middle spool tee modification, 4-inch butterfly valve, extension riser and valve box per SDW-150, bedding, backfill and compaction, per these specifications and/or all other operations, equipment, or materials incidental to completing the work as represented by the Drawings and Specifications shall be included in the Contractor's lump sum price.

Final pay quantities shall be determined by verification that the improvements have been installed per plan.

**4.11 Saw Cut, Remove and Replace Concrete Curb (In-Kind) (Item No. 15)**

All saw cut, demolition, removal, finish grading, concrete, and other appurtenances as required for Saw Cut, Removal and Replacement of Concrete Curb (In-Kind) shall be considered as included in the Contractor's unit price per linear foot.

Final pay quantities shall be determined from field verification of the actual linear feet of Concrete Curb completed in accordance with the limits indicated on the Construction Drawings. Quantities installed beyond the limits indicated on the drawings will not be compensated unless previously authorized by the Engineer.

**4.12 Install Wash Rack Water Line and Spigots (Detail 3/D2) (Item No. 16)**

All layout, excavation, grading, below-grade 4-inch water pipe (Class 150 (SDR 18) PVC Pipe), gaskets, joints, pipe transition fitting to 2-inch above-grade pipe, bedding, backfill and compaction, 2-inch schedule 80 galvanized steel pipe, pipe fittings, water spigots, Tolstrut pipe supports, clamps and hardware per these specifications and/or all other operations, equipment, or materials incidental to completing the work as represented by the Drawings and Specifications shall be included in the Contractor's lump sum price.

Final pay quantities shall be determined by verification that the improvements have been installed per plan.

**4.13 Unclassified Excavation/Fill - (Item No. 17)**

Full compensation for all labor, material, and equipment required to perform Unclassified Excavation to Unclassified Fills including transport, placement, and compaction of the material in designed fills as indicated on the Drawings shall be included in the Contractor's unit price.

Final pay quantities shall be determined by comparing the volumetric difference between the pre-construction and post construction topographic surveys of the fill areas. Fill placed beyond the limits indicated on the drawings will not be compensated unless previously approved by the Resident Engineer.

**4.14 AC Pavement Replacement (Per SDRSD No. G-24A&B – Type A) - (Item No. 18)**

All finish grading, asphalt concrete, crushed miscellaneous base material, and other appurtenances as required shall be considered as included in the Contractor's unit price.

Final pay quantities shall be determined from field verification of the actual square footage of AC Pavement Replacement completed in accordance with the limits indicated on the Construction Drawings.

**4.15 Install Wash Water Separator (Detail 3/D1) - (Item No. 19)**

All layout, excavation, grading, materials, labor, and equipment necessary to install the Wash Water Separator - Contech VortSentry HS 36 below-grade compact manhole hydrodynamic separator per manufacturer's requirements, 8-inch SDR 17 HDPE Basin Outlet Pipe, and connection to manhole, 4-inch Schedule 80 PVC separator outlet pipe, rubber gasket joint for transition to VCP, manhole leveling rock, bedding, backfill and compaction, 36-inch manhole adjusting rings, 36-inch diameter manhole frame and cover, per these specifications and/or all other operations, equipment, or materials incidental to completing the work as represented by the Drawings and Specifications shall be included in the Contractor's lump sum price.

Final pay quantities shall be determined by verification that the improvements have been installed per plan.

**4.16 Pothole, Locate, and Re-Route Existing Conduit and Conductor Around Sweeper Basin Construction - (Item No. 20)**

The Allowance Price for Potholing, Locating, and Re-Routing Existing Conduit and Conductor around Sweeper Basin Construction shall include all saw-cut, removal of AC, excavation to expose interfering conduit, new conduit and conductor, pull box and conductor and conductor splicing as required for a complete installation to avoid conflict with the sweeper basin construction. The Contractor shall submit a time and materials estimate for the cost of the work to be performed for approval by the City Project Manager prior to start of work.

**4.17 Street Light Standard Anchor Base Foundation per SDRSD NO. E-1 - (Item No. 21)**

All excavation, concrete, reinforcing, anchor bolts and anchors, electrical conduits and sweeps, and other appurtenances as required, shall be considered as included in the Contractor's unit price.

Final pay quantities shall be determined from field verification of the total number of Street Light Standard Anchor Base Foundations installed in accordance with the Construction Drawings. Quantities installed beyond the limits indicated on the drawings will not be compensated unless previously authorized by the Engineer.

**4.18 Install 2 - Inch PVC SCH 40 below-grade Electrical Conduit W/1/4 - Inch Nylon Pull Rope - (Item No. 22)**

All excavation, shading, bedding and backfill/finish grading, conduit, 12" by 18" street light boxes, and other appurtenances as required shall be considered as included in the Contractor's unit price per linear foot.

Final pay quantities shall be determined from field verification of the linear footage of 2-inch below-grade HDPE PVC Conduit completed in accordance with the limits indicated on the Construction Drawings. Quantities installed beyond the limits indicated on the drawings will not be compensated unless previously authorized by the Engineer.



**4.19 Install 2-Inch PVC SCH 40 above-grade Electrical Conduit W/1/4-Inch Nylon Pull Rope; provide 90-Degree Sweeps at all Change of Pipe Direction – (Item No. 23)**

All finish grading, conduit to pipe or concrete anchoring, 90-degree pipe sweeps, and other appurtenances as required shall be considered as included in the Contractor's unit price per linear foot.

Final pay quantities shall be determined from field verification of the linear footage of 2-inch Above Grade HDPE PVC Conduit completed in accordance with the limits indicated on the Construction Drawings. Quantities installed beyond the limits indicated on the drawings will not be compensated unless previously authorized by the Engineer.

**4.20 Wash Rack Concrete (Sweeper Basin) (Per Detail 4/D2) – (Item No. 24)**

Wash Rack Concrete (Sweeper Basin) (660-CW-4000P), shall include furnishing all labor, tools, equipment, and incidentals and for doing all the work involved in construction of the Wash Rack Concrete (Sweeper Basin), complete in place, including all excavation, grading, Class 2 Base, concrete, reinforcement, curing compound, 24-inch by 36-inch traffic rated vault, 12-inch butterfly valve, clean-out and 12-inch cast iron can and lid, 2-inch spigot on 2-inch supply line, galvanized steel frame and traffic rated grate, and other appurtenances as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the engineer.

Final payment shall be based on field measurement of the actual square footage of Wash Rack Concrete (Sweeper Basin) constructed in accordance with these specifications and the limits indicated on the Drawings. Quantities installed beyond the limits indicated on the Construction Drawings will not be compensated unless previously authorized by the Engineer.

**4.21 Construct 12-Inch SDR 17 HDPE Fusion Welded Pipe with 12-Inch HDPE Fusion Welded Water Stops at Inlet and Outlet Basin Join Points – (Item No. 25)**

All excavation, shading, bedding and backfill/finish grading, pipe, water stops and fittings and other appurtenances as required shall be considered as included in the Contractor's unit price per linear foot.

Final pay quantities shall be determined from field verification of the linear footage of 12-inch SDR 17 HDPE Fusion Welded Pipe completed in accordance with the limits indicated on the Construction Drawings. Quantities installed beyond the limits indicated on the drawings will not be compensated unless previously authorized by the Engineer.

**4.22 Install 12” by 18” Street Light Pull Box at each end of Street Crossing – (Item No. 26)**

All excavation, bedding and backfill/finish grading for installation of 12” by 18” street light pull boxes, and other appurtenances as required shall be considered as included in the Contractor's unit price per each pull box installed.

Final pay quantities shall be determined from field verification of the number of street light pull boxes installed in accordance with the Construction Drawings.

**END OF SECTIONS 265600 - 321200 - 321300 - 323000 - 323200 - 331000 – 333000 -334000**

## **SECTION 311100 CLEARING AND GRUBBING; SECTION 320505 SELECTIVE DEMOLITION**

### **1.0 GENERAL**

This section sets forth the requirements for clearing and grubbing, demolition, and salvage operations.

The Contractor shall thoroughly inspect the site before submitting a bid to assess the extent of the clearing, grubbing, demolition, and removals required in preparation for the South Chollas Wash Rack Construction Project. No adjustment in contract price, or additional compensation will be warranted for clearing, grubbing, demolition, or removals that are consistent with the type of improvements indicated on the drawings, whether shown on the drawings or not.

Prior to the start of clearing and grubbing operations, the contractor shall survey the limits of construction and shall install orange fencing at the limits of construction before any clearing and grubbing activities begin.

### **1.1 Work Included**

Clearing, grubbing, and demolition activities shall consist of removing and disposing of all natural and man-made objectionable material from within the limits of work as shown on the Drawings, including the following:

- Install orange fencing at the limits of construction before any clearing and grubbing activities begin.
- Remove, salvage and reinstall existing signs per CITY Project Manager.
- Removal and Disposal of all concrete, asphalt concrete, vegetative material prior to earthwork operations.
- Saw cut and removal of interfering AC, concrete curb and gutter, roadway improvements, etc. per plan.
- Demolition and removal, or removal and salvage of interfering improvements not designated to be protected.
- Demolition and removal of existing concrete, plastic or metal pipe.
- Clearing and grubbing of all other existing improvements not designated for protection, adjustment to grade, or removal and salvage.

### **2.0 MATERIALS (Not used.)**

### **3.0 CONSTRUCTION METHODS**

#### **3.1 Clearing and Grubbing**

Clearing and grubbing shall be performed in accordance with Section 300-1 of the SSPWC. All material generated from clearing and grubbing operations shall be transported to an approved off-site disposal site. Removal and Disposal of Materials shall be performed in accordance with Section 300-1.3 of the SSPWC.

#### **4.0 MEASUREMENT AND PAYMENT**

##### **4.1 Clearing and Grubbing - Item No. 5**

The Contract Lump Sum for Clearing and Grubbing shall include full compensation for all labor, material, and equipment required to complete the clearing and grubbing operations to the limits indicated on the Drawings to the limits of the miscellaneous improvements reflected on the Drawings. All installation of orange fencing, clearing and grubbing, saw cutting and removal of Concrete or asphalt, removal, breaking or demolition of existing improvements, transport, placement, and disposal, removal, salvage and reinstallation of existing signs, or other operations incidental to completing the work as represented by the Drawings and Specifications shall be considered as included in the Contractor's Lump Sum price

The payment will be made based on field verification of removal and salvage operations. Interim progress payments will be based on the CM evaluation of the estimated percentage of work completed during the subject period.

Clearing and grubbing completed beyond the limits indicated on the drawings will not be compensated unless previously authorized by the Engineer.

**END OF SECTIONS 311100-320505**

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**  
**Notice of Exemption**

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 1ST AVENUE, MS 501
SAN DIEGO, CA 92101

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

PROJECT NO.: 323570
PROJECT TITLE: CHOLLAS WASH RACK RELOCATION

PROJECT LOCATION-SPECIFIC: 2781 Caminito Chollas, San Diego, CA 92105
PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF PROJECT: The current facility is a concrete pad with water service and a drain catchment connected to the nearby wastewater line. The proposed project would demolish the existing wash rack and build a new facility approximately 150 feet to the southwest. Current use of the proposed relocation area is a paved parking lot. Planned improvements are: retaining wall, concrete pad, water service, wastewater connection, storm drain filter, lighting system and a chain link fence. All proposed work is within the boundaries of the City's Chollas Operations Yard.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Anne Jarque, Senior Planner, City of San Diego, Transportation and Storm Water Department, 2781 Caminito Chollas, San Diego, CA 92105. (619) 527-3131

EXEMPT STATUS: (CHECK ONE)

- ( ) MINISTERIAL ( )
( ) DECLARED EMERGENCY [SEC. 15269 (A)]
( ) EMERGENCY PROJECT [SEC. 15269 (B) AND (C)]
(X) CATEGORICAL EXEMPTION: This activity is categorically exempt from State CEQA Guidelines Section 15302 (c) - REPLACEMENT or RECONSTRUCTION.
( ) OTHER:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Sections 15302, which allows for replacement or reconstruction 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.

CONTACT PERSON: Myra Herrmann TELEPHONE: (619) 446-5372

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
( ) YES ( ) NO

Myra Herrmann

SENIOR PLANNER

MAY 13, 2014

SIGNATURE/TITLE

DATE

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY
( ) SIGNED BY APPLICANT

DATE RECEIVED FOR FILING:

**APPENDIX B**

**Fire Hydrant Meter Program**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

**Reference**

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

3. **DEFINITIONS**

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



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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

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

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

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

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

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

#### 4.7. Relocation of Existing Fire Hydrant Meters

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

#### 4.8. Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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**7. FEE AND DEPOSIT SCHEDULES**

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

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

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

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.



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

**Larry Gardner  
Water Department Director**

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

#### **APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

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

## Meter Information

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

## Company Information

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

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

City Meter	Private Meter
Contract Acct #:	Deposit Amount: <b>\$ 936.00</b> Fees Amount: <b>\$ 62.00</b>
Meter Serial #	Meter Size: <b>05</b> Meter Make and Style: <b>6-7</b>
Backflow #	Backflow Size: Backflow Make and Style:
Name: South Chollas Wash Rack Replacement	Signature: Date: 95   Page

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**APPENDIX C**

**Materials Typically Accepted by Certificate of Compliance**

## Materials Typically Accepted by Certificate of Compliance

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

**APPENDIX D**

**Sample City Invoice**

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC):											
City Purchase Order No. :						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	%/QTY	Amount	%/QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
<b>CHANGE ORDERS</b>											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Increase bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
<b>SUMMARY</b>							Total This	\$ -	<b>Total Billed</b>		\$0.00
A. Original Contract Amount						<b>Retention and/or Escrow Payment Schedule</b>					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

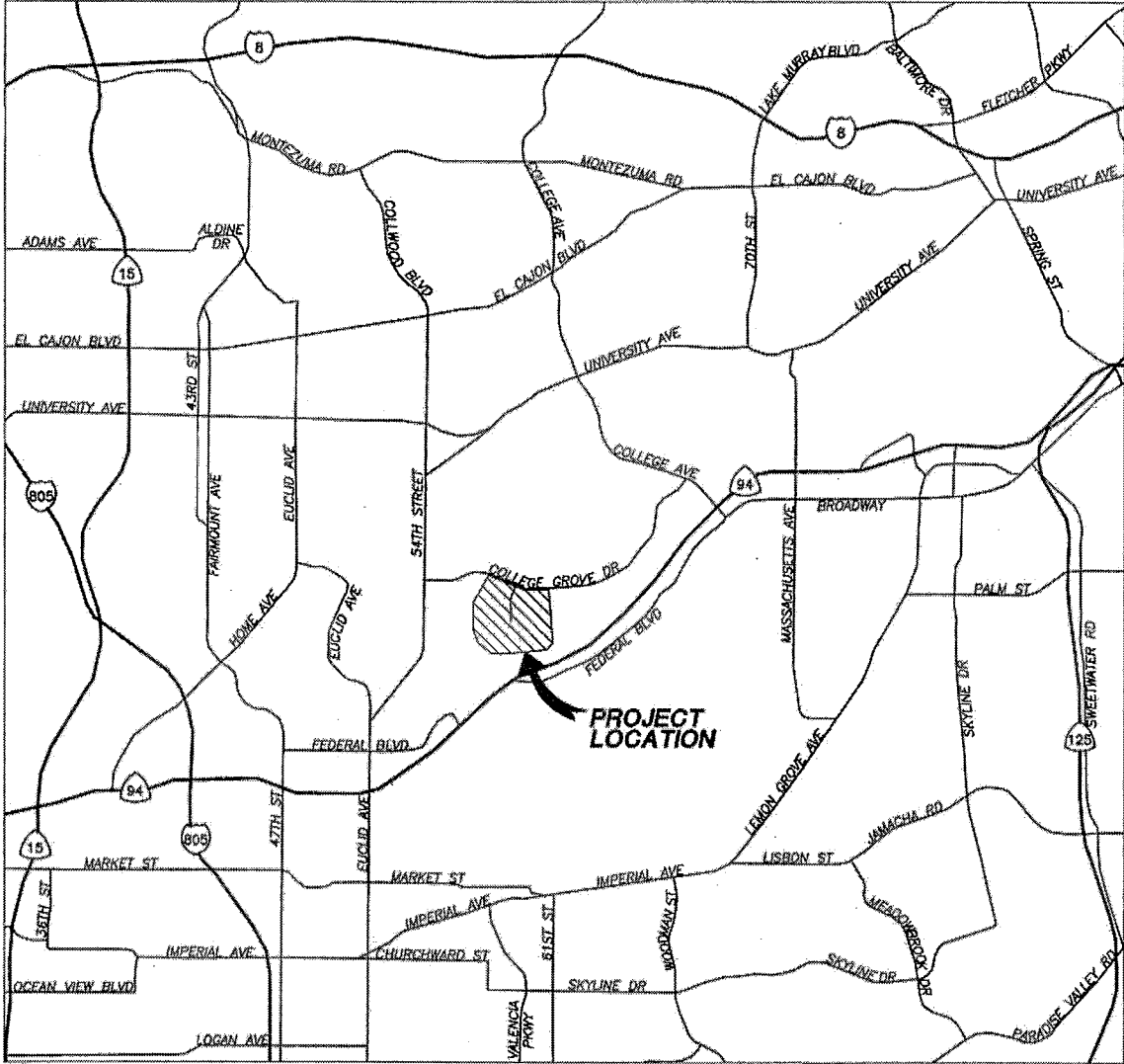


**APPENDIX E**

**Location Map**

APPENDIX E

Location Map



**APPENDIX F**  
**Adjacent Projects**

# SOUTH CHOLLAS LANDFILL OPERATIONS YARD IMPROVEMENT PLANS

## GENERAL NOTES

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A NOTICE TO PROCEED HAS BEEN ISSUED.
2. IMPORTANT NOTICE: SECTION 4218 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER, CALL UNDERGROUND SERVICE ALERT, TOLL FREE 1-800-227-2800, TWO DAYS BEFORE YOU DIG.
3. CONTRACTOR SHALL IMPLEMENT A WATER POLLUTION CONTROL PLAN DURING THE PROJECT GRADING AND/OR CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL MEET ALL APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD AND THE CITY OF SAN DIEGO MUNICIPAL CODE AND STORM WATER REQUIREMENTS, IN THE GREEN BOOK 2012 CITY SUPPLEMENT SECTION 701-WATER POLLUTION CONTROL.
4. PRIOR TO ANY DISTURBANCE TO THE SITE, EXCLUDING UTILITY MARK-OUTS AND SURVEYING, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE CITY OF SAN DIEGO ENVIRONMENTAL SERVICES DEPARTMENT.
5. DEVIATIONS FROM THESE SIGNED PLANS WILL NOT BE ALLOWED UNLESS A CONSTRUCTION CHANGE IS APPROVED BY THE CITY ENGINEER OR THE CHANGE IS REQUIRED BY THE CITY INSPECTOR.
6. AS-BUILT DRAWINGS MUST BE SUBMITTED TO THE RESIDENT ENGINEER PRIOR TO ACCEPTANCE OF THIS PROJECT BY THE CITY OF SAN DIEGO.
7. A CAL/OSHA PERMIT IS REQUIRED FOR EXCAVATIONS DEEPER THAN FIVE FEET AND FOR SHORING AND/OR UNDERPINNING. CONTRACTOR TO PROVIDE A COPY OF CSHA PERMIT TO THE CITY.
8. POSTING PARKING RESTRICTIONS: THE CONTRACTOR SHALL POST TOW-AWAY/PD PARKING SIGNS 24 HOURS IN ADVANCE OF PARKING REMOVAL. SIGNS SHALL INDICATE SPECIFIC DAYS, DATES AND TIMES OF RESTRICTIONS.

## STRIPING AND SIGNING GENERAL NOTES

1. INSTALLATION OF ALL STRIPING, SIGNS AND PAVEMENT MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. ALL STRIPING AND SIGNING SHALL CONFORM TO THE MOST RECENTLY ADOPTED EDITION OF THE FOLLOWING MANUALS:  
CALTRANS TRAFFIC MANUAL  
CALTRANS STANDARD SPECIFICATIONS  
SAN DIEGO REGIONAL STANDARD DRAWINGS
3. ALL STRIPING AND SIGNING IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER PRIOR TO INSTALLATION AND/OR REMOVAL.
4. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND LEGENDS BY SANDBLASTING AND/OR GRINDING WITH THE SEAL. ANY DEBRIS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
5. SIGNS POSTS SHALL BE INSTALLED WITH SQUARE PERFORATED STEEL TUBING WITH A BREAKAWAY BASE PER SAN DIEGO REGIONAL STANDARD DRAWING, M-45.
6. STRIPPED CROSSWALKS SHALL HAVE AN INSIDE DIMENSION OF 10 FEET UNLESS INDICATED OTHERWISE.
7. ALL LIMIT LINES/STOP LINES, CROSSWALK LINES, PAVEMENT LEGENDS, AND ARROWS (EXCEPT WITHIN BIKE LANES) SHALL BE THERMOPLASTIC.
8. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER A MINIMUM OF FIVE WORKING DAYS PRIOR TO AND UPON COMPLETION OF STRIPING AND SIGNING.

## DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE CIVIL ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 8703 OF THE BUSINESS AND PROFESSIONS CODE AND THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

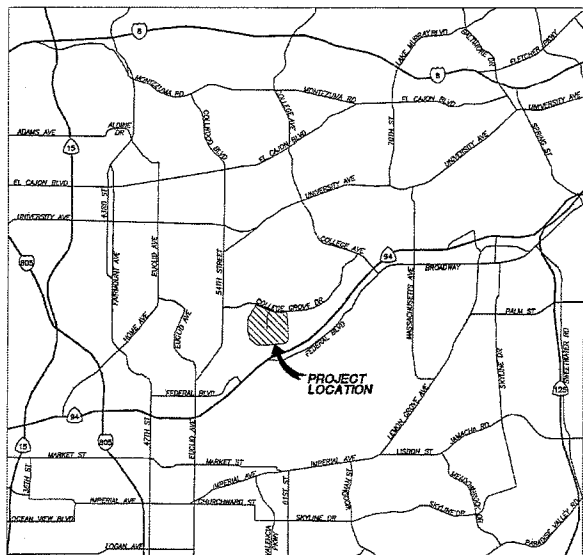
I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS THE CIVIL ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

FIRM NAME AND ADDRESS: **SWT ENGINEERING**  
800 C. SOUTH ROCHESTER AVE.  
ONTARIO, CA 91761  
PHONE NO: (909) 350-1328

BY: **MICHAEL CULLINANE**  
DATE: \_\_\_\_\_  
REGISTRATION NO: 41981  
EXPIRATION DATE: \_\_\_\_\_

## ABBREVIATIONS

AC	ASPHALT CONCRETE	HP	HIGH POINT	OZ/SY	OUNCES PER SQUARE YARD
CHDPE	CORRUGATED HDPE	ID	INSIDE DIAMETER	PVC	POLYVINYL CHLORIDE
CMB	CRUSHED MISC. BASE	INV.	INVERT ELEVATION	SC	SOUTH CHOLLAS
CONC	CONCRETE	LFS	LANDFILL GAS	SCH	SCHEDULE
CT	CONDENSATE TRAP	MAX	MAXIMUM	S.D.S.D.	SAN DIEGO REGIONAL STANDARD DRAWING
FL	FLOW LINE	MIN	MINIMUM	TSW	TOP OF SPILLWAY
FS	FINISHED SURFACE	N/S	NOT TO SCALE	TW	TOP OF WALL
GB	GRADE BREAK	OC	ON CENTER	TYF	TYPICAL
HDPE	HIGH DENSITY POLYETHYLENE	OP	OVERHEAD	W	LANDFILL GAS WELL



VICINITY MAP  
NOT TO SCALE

## LEGEND

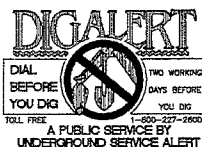
---	APPROXIMATE LIMIT OF REFUSE	---	PHASING LIMITS
---	EXISTING GRADE MAJOR CONTOUR	---	EXISTING OVERHEAD POWER LINE
---	EXISTING GRADE MINOR CONTOUR	---	PROPOSED OVERHEAD POWER LINE
---	FINISHED GRADE MAJOR CONTOUR	---	HORIZONTAL/VERTICAL CONTROL (HYC)
---	FINISHED GRADE MINOR CONTOUR	---	EXISTING SIGN
---	FLOW LINE	---	HANDICAP PARKING STALL
---	DAYLIGHT LINE	---	EXISTING POWER POLE
---	RIDGE LINE	---	EXISTING POWER POLE WITH LIGHT
---	PARKING STRIPING	---	PROPOSED POWER POLE WITH LIGHT
---	DOUBLE YELLOW STRIPING	---	STOP SIGN PAVEMENT MARKING
---	DEMOLITION AREA	---	TRAFFIC ARROW
---	EXISTING LFG PIPE	---	GRADE/DIRECTION
---	PROPOSED LFG PIPE	---	COORDINATE GRID TICKS
---	CONCRETE WALL	---	LFG WELL HEAD LOCATION
---	EXISTING K-RAIL	---	GAS PROBE LOCATION
---	K-RAIL WITH FENCE ON TOP	---	EXISTING CHAIN LINK FENCE
---	EXISTING CHAIN LINK FENCE	---	CONDENSATE TRAP LOCATION
---	CHAIN LINK FENCE	---	

## INDEX OF SHEETS

SHEET NO.	DISCIPLINE CODE	SHEET TITLE
1	C-1	TITLE SHEET AND NOTES
2	C-2	CIVIL IMPROVEMENTS SITE PLAN
3	C-3	AREA 1 DEMOLITION PLAN
4	C-4	AREA 2 DEMOLITION PLAN 1
5	C-5	AREA 2 DEMOLITION PLAN 2
6	C-6	AREA 1 FINAL GRADING
7	C-7	AREA 2 FINAL GRADING 1
8	C-8	AREA 2 FINAL GRADING 2
9	C-9	AREA 1 STRIPING AND FENCING PLAN
10	C-10	AREA 2 STRIPING AND FENCING PLAN 1
11	C-11	AREA 2 STRIPING AND FENCING PLAN 2
12	C-12	CROSS SECTIONS 1
13	C-13	CROSS SECTIONS 2
14	C-14	CIVIL IMPROVEMENTS DETAIL SHEET 1
15	C-15	CIVIL IMPROVEMENTS DETAIL SHEET 2
16	C-16	CIVIL IMPROVEMENTS DETAIL SHEET 3
17	G-1	LANDFILL GAS SITE PLAN
18	G-2	AREA 1 LANDFILL GAS IMPROVEMENTS
19	G-3	AREA 2 LANDFILL GAS IMPROVEMENTS 1
20	G-4	AREA 2 LANDFILL GAS IMPROVEMENTS 2
21	G-5	AREA 2 LANDFILL GAS IMPROVEMENTS 3
22	G-6	LANDFILL GAS DETAIL SHEET 1
23	G-7	LANDFILL GAS DETAIL SHEET 2
24	E-1	LIGHTING / ELECTRICAL SITE PLAN
25	E-2	GENERAL NOTES, SYMBOLS LIST, LIGHTING FIXTURE SCHEDULE
26	E-3	SINGLE LINE DIAGRAM
27	E-4	AREA 1 LIGHTING/ELECTRICAL PLAN
28	E-5	AREA 2 LIGHTING/ELECTRICAL PLAN
29	E-6	AREA 2 LIGHTING/ELECTRICAL PLAN
30	E-7	AREA 1 PHOTOMETRIC PLAN
31	E-8	AREA 2 PHOTOMETRIC PLAN
32	E-9	AREA 2 PHOTOMETRIC PLAN
33	E-10	LIGHTING/ELECTRICAL DETAILS
34	E-11	LIGHTING/ELECTRICAL DETAILS
35	S-1	GENERAL NOTES
36	S-2	SPECIAL INSPECTION NOTES
37	S-3	FOUNDATION & FRAMING PLANS
38	S-4	STRUCTURAL ELEVATIONS
39	S-5	STRUCTURAL DETAILS
40	S-6	LIGHT POLE FOUNDATION PLANS
41	S-7	LIGHT POLE FOUNDATION CALCULATIONS

## DISCIPLINE CODES

C	CIVIL IMPROVEMENTS
G	LANDFILL GAS
E	ELECTRICAL
S	STRUCTURAL



## WORK TO BE DONE

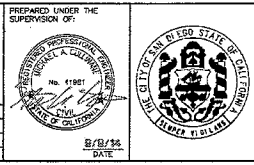
THE IMPROVEMENTS OF THESE PLANS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THE STANDARD SPECIFICATIONS AND THE STANDARD DRAWINGS OF THE CITY OF SAN DIEGO:

DEMOLITION, GRADING, ASPHALT PAVING, DRAINAGE COLLECTION, LANDFILL GAS PIPING, LANDFILL GAS WELL AND SUMPS, ELECTRICAL LIGHTING, AND STRUCTURAL MATERIAL BIN DESIGNS.

CHANGE	DATE	AFFECTED SHEETS	APPROVAL NO.

PREPARED BY: **SWT Engineering**  
800 C SOUTH ROCHESTER AVENUE  
ONTARIO, CALIFORNIA 91761

DESIGNED BY: J.A.B. SCALE: AS SHOWN  
DRAWN BY: C.G.G. DATE: 09-2014  
CHECKED BY: M.A.G. DATE: 09-2014  
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



City of San Diego, California  
Environmental Services Department  
Waste Reduction and Disposal Division

**SOUTH CHOLLAS LANDFILL  
OPERATIONS YARD IMPROVEMENT  
PLANS**

2781 CAMINITO CHOLLAS  
SAN DIEGO, CA 92105

TITLE SHEET AND NOTES			
DATE	BY	DATE	BY
10-7-14	J.M.B.		

C-1
1687-0281
38158-1-D

**APPENDIX G**

**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](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 **0.1** (mg/l) level; and effluent has been maintained between **6 and 9** (pH) based on:

*Is Discharge Within Limits?*

**Comment/Action Taken**

Event #	Discharge Date	Item Tested	Duration	Amount (gpd)	Description of the Proposed Discharge	Method and Test Result	Is Discharge Within Limits?		Comment/Action Taken
							YES	NO	
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							

**Qualified Personnel Conducting Tests (Print Name):**

**SAP No.(s):**

**\*Signed:**

**Project Name:**

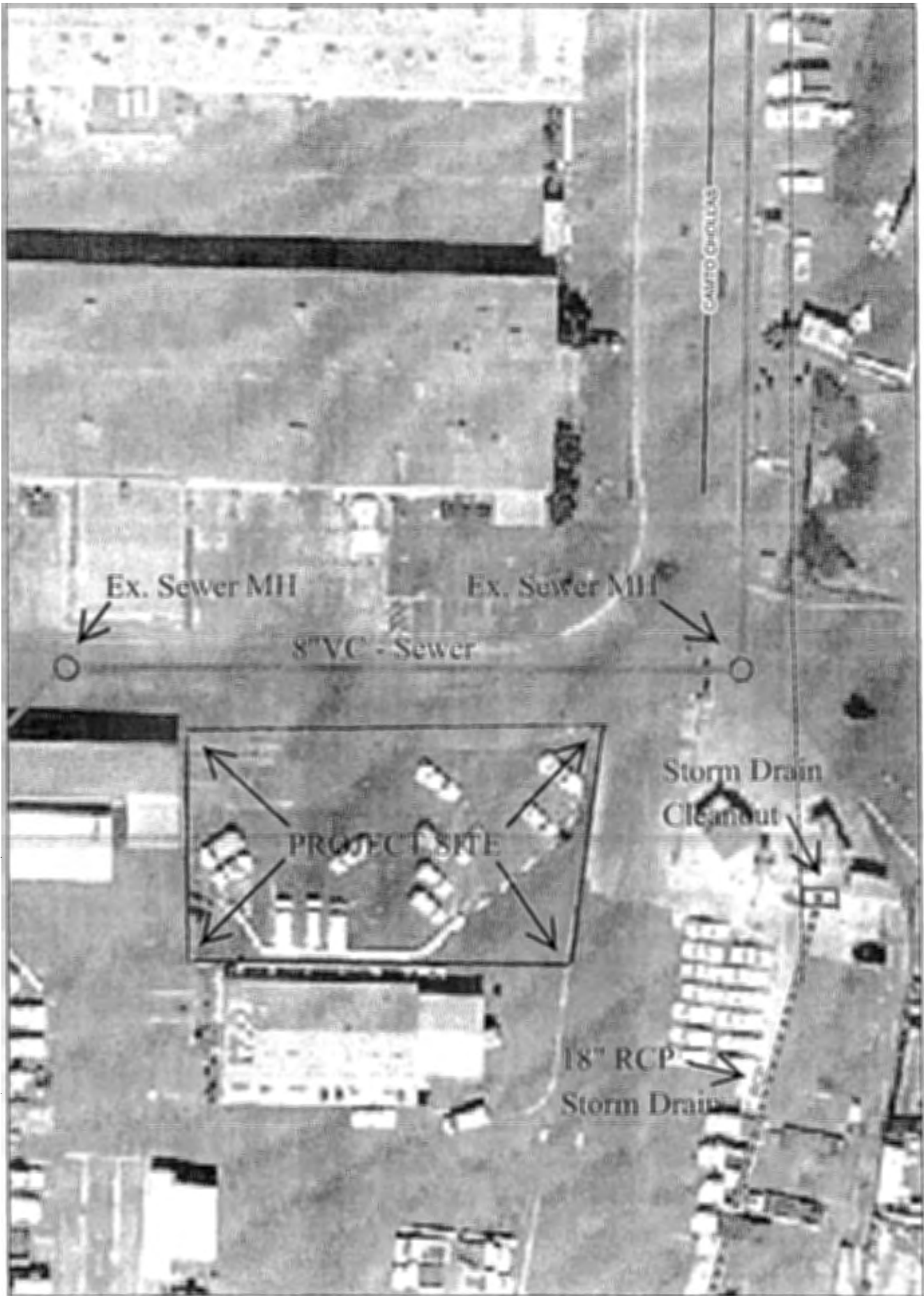
\* By signing, I hereby certify and affirm under penalty of perjury that all of the statements and conditions for hydrostatic discharge events are correct.

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 H**

**Discharge Points**

# DISCHARGE POINTS





**APPENDIX I**  
**Hazardous Labels/Forms**

<b>HAZARDOUS WASTE</b>			
STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES			
GENERATOR NAME _____		IN MIL PACIFIC <input type="checkbox"/>	
ADDRESS _____			
CITY _____	STATE _____	ZIP _____	
SPN ID NO. _____	UNIFORMED EXAMINATION NO. _____		
SPN WASTE NO. _____	QA WASTE NO. _____	ACQUISITION START DATE _____	
COUNTRY, COMPOSITION _____			
CONTAINER SIZE _____			
CONTAINER NAME _____			
TECHNICAL NAME (S) _____			
UNION NO. WITH PREFIX _____			
PERIODICAL STATE <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID		HAZARDOUS PROPERTIES <input type="checkbox"/> EXTENSIVE <input type="checkbox"/> MODERATE	
		<input type="checkbox"/> FLAMMABLE <input type="checkbox"/> TOXIC	
		<input type="checkbox"/> REACTIVE <input type="checkbox"/> OTHER _____	
<b>HANDLE WITH CARE!</b>			
CONTAINS HAZARDOUS OR TOXIC WASTES			

# INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## 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).

### Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
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)?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal 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.

<sup>1</sup> 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.

# NON REPORTABLE RELEASE INCIDENT FORM

## 1. RELEASE AND RESPONSE DESCRIPTION

Incident # \_\_\_\_\_

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

## 2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

## 3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

**EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM**

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

## **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.

**APPENDIX J**  
**Sample of Public Notices**



## PROJECT NAME

### **Trenching on your street is complete.**

#### **What you need to know:**

- Pipe installation on your street is complete and construction crews are now installing new pipeline for this project at another location.
- You may see temporary trench plates or trench cap for some time, even after construction activities have concluded on your street.

#### **Street resurfacing:**

- Your Streets will be resurfaced once the entire pipeline project is complete. Concrete streets will not be resurfaced curb to curb; only the trench will be backfilled.
- Street resurfacing may be delayed due the City's slurry seal moratorium

#### **Estimated resurfacing completion on your street:**

(Insert Date-Month and Year)

**For questions related to this work**

**Call: (619) 533-4207**

**Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)**



This information is available in alternative formats upon request.





**ATTACHMENT F**  
**INTENTIONALLY LEFT BLANK**

# 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

**SOUTH CHOLLAS WASH RACK  
REPLACEMENT**



BID NO.: K-15-5990-DBB-2  
SAP NO. (WBS/IO/CC): 21003085  
CLIENT DEPARTMENT: 2116  
COUNCIL DISTRICT: 4  
PROJECT TYPE: ID

---

### BID DUE DATE:

**2:00 PM  
JUNE 25, 2015  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTS  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**

**A. CHANGES TO CONTRACT DOCUMENTS**

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

**B. VOLUME 1**

1. To ATTACHMENT A, SCOPE OF WORK, page 29, Section 1, Sub-section 1.1.1, **DELETE** in its entirety and **SUBSTITUTE** with the following:

- 1.1.1. The Notice Inviting Bids and Plans numbered 38656-1-D through 38656-5-D, inclusive.

James Nagelvoort, Director  
Public Works Department

Dated: *May 22, 2015*  
San Diego, California

JN/RB/lad

# 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 "B"

FOR

### SOUTH CHOLLAS WASH RACK REPLACEMENT

BID NO.: K-15-5990-DBB-2  
SAP NO. (WBS/IO/CC): 21003085  
CLIENT DEPARTMENT: 2116  
COUNCIL DISTRICT: 4  
PROJECT TYPE: ID

---

**BID DUE DATE:**

**2:00 PM  
JUNE 25, 2015  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTS  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**

**A. CHANGES TO CONTRACT DOCUMENTS**

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

**B. VOLUME 1**

1. To Notice Inviting Bids, page 4, section 4, Subcontracting Participation Percentages, **DELETE** in its entirety and **SUBSTITUTE** with the following:

**4. SUBCONTRACTING PARTICIPATION PERCENTAGES:**

4.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.

4.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

**Total voluntary subcontractor participation percentage for this project is 15.5%.**

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

2. To Notice Inviting Bids, page 15, section 30, "Required Document Schedule," items 8, 9 and 10, **DELETE** in their entirety.

James Nagelvoort, Director  
Public Works Department

Dated: *June 4, 2015*  
San Diego, California

JN/RWB/Lad

# City of San Diego

LICAVE  
DIRTY  
IE

CONTRACTOR'S NAME: Dick Miller, Inc.  
ADDRESS: 930 Boardwalk, Suite H, San Marcos, CA 92078  
TELEPHONE NO.: 760-471-6842 FAX NO.: 760-471-6178  
CITY CONTACT: Ejeida Felix Yackel - Contract Specialist, Email: EFelixYackel@sandiego.gov  
Phone No. (619) 533-3481, Fax No. (619) 533-3633  
C.Gascon/BDoringo/Lad

## CONTRACT DOCUMENTS



## FOR

## SOUTH CHOLLAS WASH RACK REPLACEMENT

VOLUME 2 OF 2

BID NO.: K-15-5990-DBB-2  
SAP NO. (WBS/IO/CC): 21003085  
CLIENT DEPARTMENT: 2116  
COUNCIL DISTRICT: 4  
PROJECT TYPE: ID

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

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

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

TABLE OF CONTENTS

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 Bond ..... 6
- 3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 ..... 7
- 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 ..... 15
- 8. Form AA40 - Named Equipment/Material Supplier List ..... 16

**BIDDING DOCUMENTS**

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**PROPOSAL**

**Bidder's General Information**

To the City of San Diego:

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

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

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

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




**BIDDING DOCUMENTS**

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**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):  
\_\_\_\_\_  
\_\_\_\_\_
- (3) Signature (Note: Signature must be made by a general partner)  
  
\_\_\_\_\_  
  
Full Name and Character of partner  
  
\_\_\_\_\_  
\_\_\_\_\_
- (4) Place of Business (Street & Number) \_\_\_\_\_
- (5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_
- (7) Email Address \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

- (1) Name under which business is conducted Dick Miller, Inc.
- (2) Signature, with official title of officer authorized to sign for the corporation:  
  
\_\_\_\_\_  
(Signature)  
  
Glen Bullock  
\_\_\_\_\_  
(Printed Name)  
  
President  
\_\_\_\_\_  
(Title of Officer)  
  
(Impress Corporate Seal Here)
- (3) Incorporated under the laws of the State of California
- (4) Place of Business (Street & Number) 930 Boardwalk, Suite H

**BIDDING DOCUMENTS**

(5) City and State San Marcos, CA Zip Code 92078  
(6) Telephone No. 760-471-6842 Facsimile No. 760-471-6178  
(7) Email Address gbullock@dickmillerinc.com

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

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

LICENSE CLASSIFICATION A, B, C12

LICENSE NO. 380204 EXPIRES 6/30/17

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004547

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

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

Email Address: gbullock@dickmillerinc.com

**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 *MFB* Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 23 DAY OF JUNE, 2015.

Notary Public in and for the County of SAN DIEGO, State of CA

*Mobasser*

(NOTARIAL SEAL)





**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

Certificate No. 6280468

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart; Brittany Aceves; Molly Cashman

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of September, 2013.



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

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 11th day of September, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

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

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

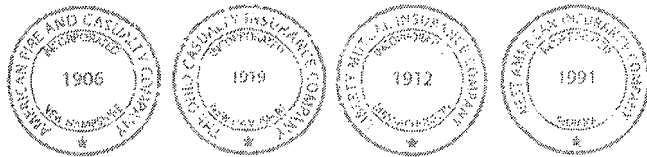
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11<sup>th</sup> day of June, 2015.



By: David M. Carey  
David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On 06/11/2015 before me, Brittany Aceves, Notary Public,  
(Here insert name and title of the officer)

personally appeared Bart Stewart,  
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.



Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

**BIDDING DOCUMENTS**

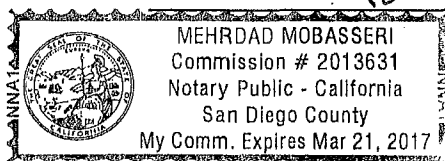
**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND  
PUBLIC CONTRACT CODE 7106**

State of California )  
 ) ss.  
County of San Diego )  
I, Glen Bullock

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

Signed: *Glen Bullock*  
Title: President

Subscribed and sworn to before me this 23 day of JUNE, 2015  
*Mobasser*



Notary Public  
(SEAL)

**BIDDING DOCUMENTS**

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.

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

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

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

Contractor Name: Dick Miller, Inc.

Certified By Glen Bullock Title President  
Name

*Glen Bullock* Date 6/23/15  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**BIDDING DOCUMENTS**

**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 INFORMATION**

Company Name: Dick Miller, Inc.	Contact Name: Glen Bullock
Company Address: 930 Boardwalk, Suite H, San Marcos, CA 92078	Contact Phone: 760-471-6842
	Contact Email: gbullock@dickmillerinc.com

**CONTRACT INFORMATION**

Contract Title: South Chollas Wash Rack Replacement	Start Date:
Contract Number (if no number, state location): BID NO. K-15-5990-DBB-2	End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

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

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

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

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

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

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

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

Glen Bullock, President

6/25/15

Name/Title of Signatory

Signature

Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date:            EBO Analyst:             Approved     Not Approved – Reason:

(Rev 02/15/2011)



**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **South Chollas Wash Rack Replacement** 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
<b>BASE BID</b>							
1.	1	LS	524126	2-4.1	Bonds (Payment and Performance)	<del>                    </del>	\$ 5,000.00
2.	1	LS	238910	9-3.4.1	Mobilization	<del>                    </del>	\$ 11,500.00
3.	1	AL		9-3.5	Field Orders - Type II	<del>                    </del>	\$40,000.00
4.	1	LS	238910	311100	Clearing & Grubbing	<del>                    </del>	\$ 23,929.00
5.	1	LS	238910	320505	Selective Demolition	<del>                    </del>	\$ 15,400.00
6.	130	LF	238110	323200	Retaining Wall - Concrete Block Per SDRSD No. C-5 (Shown as Detail 1/2)	\$ 330.00	\$ 42,900.00
7.	75	LF	237310	334000	Curb & Gutter (6-Inch Curb, Type B-1) Per SDRSD No. G-6	\$ 69.00	\$ 5,175.00
8.	9	EA	237310	323000	Pipe Bollards (Per Detail 1/D1)	\$ 580.00	\$ 5,220.00

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
9.	83	LF	237110	334000	Modified Catch Basin Type G Per SDD-120	\$ 430.00	\$ 35,690.00
10.	4,300	SF	237110	323000	Wash Rack Concrete Apron (Per Detail 2/D1)	\$ 9.00	\$ 38,700.00
11.	130	LF	238990	323000	12-Foot High Chain Link Fence with Wind Screen (Per Detail 4/D1)	\$ 226.00	\$ 29,380.00
12.	1,300	SF	237310	323000	4-Inch AC Over 8-Inch Class 2 Base	\$ 6.00	\$ 7,800.00
13.	52	LF	237110	333000	4-Inch Sewer Lateral with Type A Bedding Per SDS-110	\$ 97.00	\$ 5,044.00
14.	1	LS	237110	331000	6-Inch Water Service and Fire Hydrant Per SDW-104; 6-Inch Gate Valve; Modify Spool; 4-Inch Butterfly Valve, Extension Riser and Valve Box Per SDW-150		\$ 9,700.00
15.	15	LF	237310	321300	Sawcut, Remove and Replace Concrete Curb In-Kind	\$ 50.00	\$ 750.00
16.	1	LS	237110	331000	Wash Rack Water Line and Spigots (Per Detail 3/D2)		\$ 11,200.00
17.	380	CY	237310	323000	Excavate and Fill (Unclassified)	\$ 42.00	\$ 15,960.00
18.	175	SF	237310	321300	AC Pavement Replacement Per SDRSD No. G-24A&B (Type A)	\$ 4.40	\$ 770.00
19.	1	LS	237110	323000	Wash Rack Separator		\$ 16,000.00

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
20.	1	AL	237310	323000	Pothole, Locate and Re-route Existing Conduit and Conductor Around Sweeper Bath Construction - Type I	<del>                    </del>	\$10,000.00
21.	2	EA	238210	265600	Construct Street Light Standard Anchor Base Foundation Per SDRSD No. E-1	\$ 4,600.00	\$ 9,200.00
22.	40	LF	238210	265600	Install 2-Inch PVC SCH 40 Below Grade Electrical Conduit w/ 1/4-Inch Nylon Pull Rope	\$ 65.00	\$ 2,600.00
23.	90	LF	238210	265600	Install 2-Inch PVC SCH 40 Above Grade Electrical Conduit w/ 1/4-Inch Nylon Pull Rope; Provide 90-Degree Sweeps at All Change of Pipe Direction	\$ 40.00	\$ 3,600.00
24.	380	SF	237110	334000	Construct Wash Rack (Sweeper Basin) Per Detail 4/D2	\$ 91.00	\$ 34,580.00
25.	45	LF	237110	331000	Construct 12-Inch SDR 17 HDPE Fusion Welded Pipe with 12-Inch HDPE Fusion Welded Water Stop at Inlet and Outlet Basin Join Points	\$ 195.00	\$ 8,775.00
26.	4	EA	238210	265600	12-Inch by 18-Inch Street Light Pull Box	\$ 530.00	\$ 2,120.00
27.	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	<del>                    </del>	\$ 2,100.00
28.	1	LS	238990	701-13.9.5	Water Pollution Control Program Implementation	<del>                    </del>	\$ 6,900.00
<b>ESTIMATED TOTAL BASE BID:</b>							<b>\$ 399,993.00</b>

✓SE

**BIDDING DOCUMENTS**

TOTAL BID PRICE FOR BID (Items 1 through 28 inclusive) amount written in words:

THREE HUNDRED NINETY NINE THOUSAND, NINE HUNDRED NINETY THREE DOLLARS

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

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

Glen Bullock

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

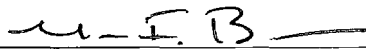
Bidder: Dick Miller, Inc.

Title: President

Business Address: 930 Boardwalk, Suite H, San Marcos, CA 92078

Place of Business: San Marcos, CA 92078

Place of Residence: 5605 Golden Trails Way, Oceanside, CA 92057

Signature: 

## BIDDING DOCUMENTS

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### NOTES:

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

## BIDDING DOCUMENTS

### LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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 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 SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: PATTERSON BROTHERS LIGHTING Address: P.O. BOX 2037 City: LAKESIDE State: CA Zip: 92040 Phone: 619-390-3797 Email:	CONSTRUCTOR	501334 C-10	ELECTRICAL (PARTIAL)	\$11,980.00		Ⓢ	
Name: SCOTT FENCE CO. Address: 1255 DISTRIBUTION WAY City: VISTA State: CA Zip: 92081 Phone: 760-720-3766 Email:	CONSTRUCTOR	581918 C-13	FENCING (PARTIAL)	\$19,950.00			

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 Business	SDVOSB		

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

**BIDDING DOCUMENTS**

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (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: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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

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

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

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

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



THE CITY OF SAN DIEGO

May 8, 2014

Dick Miller Inc.  
Glen Bullock  
930 Boardwalk, Suite H  
San Marcos, CA 92078

**Subject: Small Local Business Enterprise Certification**

Dear Glen:

Congratulations! We have reviewed your **renewal application** and you have been approved for re-certification as a City of San Diego Small Local Business Enterprise (SLBE). Your certification number is 12DM0726 and your classification is Construction. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective May 5, 2014. This certification expires on May 5, 2016 at which time you will need to reapply in accordance with the SLBE guidelines.

Special Note:

To ensure the correct information is included in our database please go to <https://pro.prismcompliance.com> select City of San Diego under jurisdiction, select go, type in your company name, select go, select your company and review the information. If there is inaccurate/missing information please e-mail [MichelleM@sandiego.gov](mailto:MichelleM@sandiego.gov).

If you have any questions please call 619-236-6058.

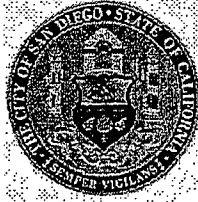
Thank you,

Henry Foster III  
Program Manager  
Equal Opportunity Contracting

Purchasing & Contracting Department  
Equal Opportunity Contracting  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195  
Tel (619) 236-6058 Fax (619) 236-5904



*City of San Diego*



# **Small Local Business Enterprise Certification**

**Dick Miller Inc.**

***Small Local Business Enterprise (SLBE)  
Construction***

*(NAICS:237110,237310,237990,238140,238910,238990)*

**Certification Number: 12DM0726**

***Effective Date: 05/05/2014***

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Expiration Date: 05/05/2016



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Henry Foster III  
Equal Opportunity Contracting  
Program Manager