# ORIGINAL

# **City of San Diego**

 CONTRACTOR'S NAME: Ortiz Corporation

 ADDRESS: 2000 McKinley Avenue, National City, CA 91950

 TELEPHONE NO.: 619-434-7925

 FAX NO.: 619-434-7931

 CITY CONTACT: Michelle Muñoz Contract Specialist, Email: MichelleM@sandiego.gov

 Phone No. (619) 533-3482, Fax No. (619) 533-3633

 H Huynh/HMC/Lad

# **BIDDING DOCUMENTS**



## FOR

## **AC WATER GROUP 1028**



BID NO.:	K-16-1454-DBB-3
SAP NO. (WBS/IO/CC):	B-15122
CLIENT DEPARTMENT:	2013
COUNCIL DISTRICT:	2
PROJECT TYPE:	KB

#### THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- > PHASED-FUNDING
- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- $\succ$  prevailing wage rates: state  $\boxtimes$  federal  $\square$
- > APPRENTICESHIP

## **BID DUE DATE:**

## 2:00 PM

## APRIL 26, 2016 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C SAN DIEGO, CA 92101

## **ENGINEER OF WORK**

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

٤.

2-24-16 Seal



For City Engineer

Date

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#### NOTICE INVITING BIDS

- 1. SUMMARY OF WORK: This is the City of San Diego's (City) solicitation process to acquire Construction services for AC Water Group 1028 is located in Council District 2, within the Clairemont Mesa community area. The work is proposed to be replaced-in-place using the open trench construction method within the City right-of-way. The water footage consists of approximately 22,041 LF (4.17 miles) of existing 4-inch, 6-inch, 8-inch, 10-inch, and 12-inch AC water mains to be replaced with 22,041 LF (4.17 miles) of 8-inch pipe. This project also includes associated water service, fire hydrants, and curb ramps. For additional information refer to Attachment A.
- 2. FULL AND OPEN COMPETITION: This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's website: <u>http://www.sandiego.gov</u>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$6,705,000.
- 4. BID DUE DATE AND TIME ARE: April 26, 2016 at 2:00 P.M.
- 5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- 6. LICENSE REQUIREMENT: The City has determined that the following licensing classifications are required for this contract: A.
- 7. SUBCONTRACTING PARTICIPATION PERCENTAGES: 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	7.1%
2.	ELBE participation	15.2%
3.	Total mandatory participation	22.3%

- **7.1.** The Bid may be declared non-responsive if the Bidder fails the following mandatory conditions:
  - 7.1.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
  - 7.1.2. 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.

#### 8. PRE-BID MEETING:

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

Date:April 12, 2016Time11:00 A.M.Location:1010 Second Avenue, Suite 1400, San Diego, CA 92101

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

#### 9. AWARD PROCESS:

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

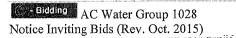
#### **10.** SUBMISSION OF QUESTIONS:

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

Public Works Contracts 1010 Second Avenue, 14<sup>th</sup> Floor San Diego, California, 92101 Attention: Michelle Munoz OR:

#### MichelleM@sandiego.gov

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



#### **INSTRUCTIONS TO BIDDERS**

#### **1. PREQUALIFICATION OF CONTRACTORS:**

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

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

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or <u>dstucky@sandiego.gov</u>.
- 1.3. Due to the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on <u>PlanetBids</u><sup>TM</sup>.
- 2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: http://www.sandiego.gov/cip/bidopps/index.shtml and are due by the date, and time shown on the cover of this solicitation.
  - 2.1. BIDDERS MUST BE PRE-REGISTERED with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic bid.
  - 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
  - 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. The system will not accept a bid for which any required information is missing. This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
  - 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using

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

- 2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. RECAPITULATION OF THE WORK. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.
  - 2.7.1. <u>Important Note</u>: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. : To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

#### 3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3. The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.

- 3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- 4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

#### 5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

5.1. <u>Prior</u> to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:

#### http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml.

- 5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 6. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- 7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
- 8. SUBCONTRACTING PARTICIPATION PERCENTAGES: Subcontracting participation percentages apply to this contract. Refer to Attachment E.

#### 9. INSURANCE REQUIREMENTS:

9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.

- 9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- **10. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

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

- 11. CITY'S RESPONSES AND ADDENDA: The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the <u>form of an</u> <u>addendum</u>. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
- 12. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- **13. CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent

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

#### 14. SUBCONTRACTOR INFORMATION:

- LISTING OF SUBCONTRACTORS. In accordance with the requirements provided 14.1. in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the NAME and ADDRESS of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a CONSTRUCTOR, CONSULTANT or SUPPLIER. The Bidder shall further state within the description, the PORTION of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The DOLLAR VALUE of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.
- 14.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the NAME, LOCATION (CITY) and the DOLLAR VALUE of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 14.3. **LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- **15. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

#### 16. AWARD PROCESS:

- 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 16.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 17. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- **18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- 19. ONLY ONE BID PER CONTRACTOR SHALL BE ACCCEPTED: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 20. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

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

- 21.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 21.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.

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

#### 22. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

#### 23. BID RESULTS:

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

#### 24. THE CONTRACT:

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

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

- 25. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 26. CITY STANDARD PROVISIONS: This contract is subject to the following standard provisions. See The WHITEBOOK for details.
  - 26.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - 26.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - 26.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
  - 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - 26.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
  - 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

#### 27. PRE-AWARD ACTIVITIES:

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

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

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

, a corporation, as principal, and
International Fidelity 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
FIVE MILLION SEVEN HUNDRED FORTY TWO THOUSAND SIX HUNDRED NINETY FOUR
AND 80/100 (\$5,742,694.80) for the faithful performance of the annexed contract, and in the sum of
FIVE MILLION SEVEN HUNDRED FORTY TWO THOUSAND SIX HUNDRED NINETY FOUR
AND 80/100 (\$5.742.694.80) for the benefit of laborers and materialmen designated below.

#### **Conditions:**

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

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

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

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

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

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

Dated May 23, 2016

Approved as to Form

Ortiz Corporation

Principal Marcelino E. Ortiz, President

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney lu By\_

Deputy City Attorney

International Fidelity Insurance Company

Surety By

Attorney-in-fact, Bart Stewart

2400 E. Katella Ave., Ste. 250

Local Address of Surety

Anaheim, CA 92806

Local Address (City, State) of Surety

(714) 602-9170

Local Telephone No. of Surety

Premium \$ 37,842.00

Bond No. 0703334

Approved: Bv

Albert P. Rechany Deputy Director Public Works Department

# POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

#### MOLLY CASHMAN, BART STEWART

Encinitas, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings; contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract, or otherwise, and the execution of such instrument(s) in pursuance of these presents shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents, on behalf of the Corporation; and the Corporation's seal may be affixed by facsimile to any power of attorney or critication given for the execution of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or critication given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby, adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY County of Essex

ROBERT W. MINSTER Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

Harden



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires April 16, 2019

#### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this.

or May 2016 Maine H. Lanco

## **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

before me, Brittany Aceves, Notary Public On 05/24/2016 (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)are subscribed to the within instrument and acknowledged to me that (he)she/they executed the same inmis/her/their authorized capacity(ies), and that by (his/her/their signature(<del>s)</del> on the instrument the person(<del>s)</del>, 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.



#### 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 \_

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

BRITTANY ACEVES Commission No. 2044569 OTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY Commission Expires October 7, 2017

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents 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 4. 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.

## ATTACHMENTS

Attachments (Rev. Feb. 2016)

# ATTACHMENT A SCOPE OF WORK

#### SCOPE OF WORK

- 1. SCOPE OF WORK: AC Water Group 1028 is located in Council District 2, within the Clairemont Mesa community area. The work is proposed to be replaced-in-place using the open trench construction method within City right-of-way. The water footage consists of approximately 22,041 LF (4.17 miles) of existing 4-inch, 6-inch, 8-inch, 10inch and 12-inch AC water mains to be replaced with 22,041 LF (4.17 miles) of 8-inch pipe. This project also includes associated water services, fire hydrants, curb ramps, and traffic control.
  - **1.1.** The Work shall be performed in accordance with:
    - **1.1.1.** The Notice Inviting Bids, Specifications, and Exhibits, inclusive.

#### 2. LOCATION OF WORK: The location of the Work is as follows:

AC Water Group 1028 is located in Council District 2, within the Clairemont Mesa community area. See Appendix E for location map.

3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **525 Working Days**.

## ATTACHMENT B

### PHASED FUNDING PROVISIONS

#### PHASED FUNDING PROVISIONS

#### 1. PHASED FUNDING:

- **1.1.** For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- **1.2.** The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- **1.3.** If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, the next Apparent Low Bidder is to provide the Pre-Award Schedule within 5 Working Days after receiving notice. This process will continue until the City has selects an Awardee or rejects all Bids.
- **1.4.** The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Upon selection of the Awardee and acceptance by the City of the Pre-Award Schedule, the City will present the first Phased Funding Schedule Agreement to you.
- **1.5.** At the City's request, meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss their comments and requests for revision to the Pre-Award Schedule.
- **1.6.** Your failure to perform the any of the following may result in the Bid being rejected as non-responsive:
  - 1. Meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
  - 2. Revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
  - 3. Execute the first Phased Funding Schedule Agreement within a day after receipt.

#### PHASED FUNDING SCHEDULE AGREEMENT

#### Check one:

$\boxtimes$

First Phased Funding Schedule Agreement

Final Phased Funding Schedule Agreement

#### BID NUMBER: <u>K-16-1454-DBB-3</u>

#### CONTRACT OR TASK TITLE: <u>AC Water Group Job 1028</u>

#### **CONTRACTOR:** <u>Ortiz Corporation</u>

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to-Exceed Amount
	Work to be completed shall include the installation of new water mains, and the installation of water services, fire services, trench shoring, and all other work and appurtenances.	NTP	8/31/2016	Water: \$1,000,000.00
	Work to be completed shall include the installation of new water mains, and the installation of water services, fire services, trench shoring, and all other work and appurtenances.	9/1/2016	8/31/2017	Water: \$2,300,000.00
	Work to be completed shall include the installation of new water mains, and the installation of water services, fire services, trench shoring, and all other work and appurtenances.	9/1/2017	12/31/2018	Water: \$2,442,694.80
а 		I <u> </u>	Total:	\$5,742,694.80

Notes:

(1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.

(2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.

(3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO	$\left( \right)$
By: han how hand	
Name: Hung Huynh	
Project Manager	

Department Name:	Public	Works /	ROWD
Department rame.	I UUIIU	WOINS /	<b>NOWD</b>

Date: <u>5/20/2016</u>

CONTRACTOR
By:
Name: Brian-Jurlina

Title: Estimator

Date: <u>5/20/2016</u>

### -END OF PHASED FUNDING SCHEDULE AGREEMENT-

(Rev. Nov. 2013) Attachment B AC Water Group Job 1028



#### Lic. # 602454

## MEETING OF THE BOARD OF DIRECTORS OF ORTIZ CORPORATION

A meeting of the Board of Directors of ORTIZ CORPORATION was held on 05/20/2016, during which a resolution was passed authorizing the following individual to, by his signature, enter onto Contract by signing the Phased Funding Schedule Agreement for City of San Diego Department of Public Works Engineering on behalf of the corporation and thereby, bind the corporation to such contract for:

> AC WATER GROUP 1028 Bid# K-16-1454-DBB-3 / WBS# B-15122

urlina (authorized signature)

Certified by and Corporate Seal affixed hereto by:

**Corporate Vice President** 

## ATTACHMENT C

## EQUAL OPPORTUNITY CONTRACTING PROGRAM

#### EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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

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

#### 1. Nondiscrimination in Contracting Ordinance.

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

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

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

- 2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- 3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
- 4.

The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

#### E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

# ATTACHMENT D PREVAILING WAGES

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

- **1.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- **1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **1.6.** Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **1.8.** Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- **1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

1.9.1.

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

## ATTACHMENT E

### SUPPLEMENTARY SPECIAL PROVISIONS

# SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

#### **1-2 TERMS AND DEFINITIONS.**

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

The Normal Working Hours are 8:30 AM to 3:30 PM.

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

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

- 1. You must perform, with your own organization, Contract work amounting to at least 30% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
- **2-5.3.1** General. To the City Supplement, ADD the following
  - 7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
    - a) The product type or category is not in the AML.
    - b) The AML does not list at least two available manufacturers of the product.
    - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

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

The Product Submittal Form is available for download at:

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

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

- 1. Pursuant to Division 3, Chapter 15 of the Business and Professions Code, you shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
- 2. Monument Preservation shall be performed by the City's Construction Management and Field Services (CMFS) Division on all Projects, unless permission is obtained for these services in writing by CMFS.
- 3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS shall do the following:
  - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
  - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
  - c) File a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.
- **2-14.3 Coordination.** To the City Supplement, ADD the following:
  - 1. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of AC Water Group 1028. See Appendix F for the approximate locations. Coordinate the Work with the adjacent projects as listed below:
    - a) Group Job 13B Bond CR Obstruction DS,
      - PM: Jericho Gallardo, 619-533-7523
    - b) Illion Street UUD (Garden Av-Milton St) Street Light Design (6)
      - PM: Jie Xiao, 619-533-5496
    - c) AC Overlay Group 1601

PM: Chris Hudson, 619-527-8081

d) Pipeline Rehab AH-1B

PM: Joe Myers, 619-533-6632

e) Water Group Job 955A

PM: Mahmoud Oriqat, 619-533-5232

#### **2-15 TECHNICAL STUDIES AND DATA.** To the City Supplement, ADD the following:

- 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
  - 1. Utility As-Builts.
- 6. The reports listed above are available for review by contacting the Contract Specialist or visiting:

ftp://ftp.sannet.gov/OUT/AC%20Water%20Group%201028/Utility%20As-builts/

#### **SECTION 4 - CONTROL OF MATERIALS**

- **4-1.3.6 Preapproved Materials.** To the City Supplement, ADD the following:
  - 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.
- **4-1.6 Trade Names or Equals.** ADD the following:

You shall 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 5 – UTILITIES**

- **5-2 PROTECTION.** ADD the following:
  - 1. You shall repair or replace traffic signal and lighting system equipment within 72 hours after notification of defects by the Engineer.
  - 2. While working in or around meter boxes, you shall protect in place all Advanced Metering Infrastructure (AMI) devices attached to the water meter or located in or near water meter boxes, coffins, or vaults. This includes any antenna installed through the meter box lid.
    - a) Avoid damaging the antenna, cable, and endpoints when removing the meter box lid and when disconnecting AMI endpoints from the register on top of the water meter.
    - b) If meters or AMI devices need to be removed or relocated, the AMI endpoints shall be reinstalled with the Encoder/Receiver/Transmitter (ERT) pointing upwards.

- c) Because the AMI equipment is uniquely matched to each service location and to specific meter serial numbers, any AMI devices that are removed or disconnected shall be reinstalled on the same service lateral as well as to the same meter serial number it was attached to originally.
- d) Do not change or modify the lid if the lid has an antenna drilled through it.
- e) If you encounter damaged, disconnected, buried, or broken AMI endpoints, cables between the registers, antennae, lids, or ERTs, notify the Engineer within 24 hours.
- f) Any AMI equipment damaged by you shall be repaired or replaced by City Forces at your expense.

#### SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

- a) Resurfacing Moratorium on Galveston Street from Ashton Street to Gardena Ave from 03/01/2012to 03/01/2017 (inclusive).
- **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.

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- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
- 4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
- 5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

#### 7-3.2 Types of Insurance.

#### 7-3.2.1 Commercial General Liability Insurance.

- 1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- 2. The policy 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 shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- 4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

# 7-3.2.2 Commercial Automobile Liability Insurance.

- 1. You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
- 2. All costs of defense must be outside the limits of the policy.
- 7-3.3 **Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- 7-3.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

- 7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.
- 7-3.5 Policy Endorsements.
- 7-3.5.1 Commercial General Liability Insurance.
- 7-3.5.1.1 Additional Insured.
  - 1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
  - 2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
  - 3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
    - a) Ongoing operations performed by you or on your behalf,
    - b) your products,

- c) your Work, e.g., your completed operations performed by you or on your behalf, or
- d) premises owned, leased, controlled, or used by you.
- 4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products, or
  - c) premises owned, leased, controlled, or used by you.
- **7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, 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. The Designated Construction Project General Aggregate Limit to the aggregate limit provided for the products-completed operations hazard.

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

- 7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- 7-3.6 **Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- **7-3.8** Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

- **7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- 7-4 WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:
- 7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.
  - 1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
  - 2. Limits for this insurance must be not less than the following:

Workers' Compensation	Statutory Employers Liability
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 <sup>3</sup>/<sub>4</sub>".
- 7-15 **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

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

#### ADD:

#### 7-16 COMMUNITY OUTREACH.

#### **7-16.1** General.

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

- c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (\*.msg).
- d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

#### 7-16.1.1 Quality Assurance.

- 1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, and etc.) on your behalf shall:
  - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing.
  - b. Possess and display easily verifiable and readable personal identification that identifies the person as your employee.
  - c. Have the interpersonal skills to effectively, professionally, and tactfully represent you, the project, and the City to the public.

# 7-16.1.2 Submittals.

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

## 7-16.2 Community Outreach Services.

#### 7-16.2.1 Public Notice by Contractor.

- 1. Post Project Identification Signs in accordance with 7-10.6.2, "Project Identification Sign".
- 2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) radius of the Project,

of construction activities and utility service interruptions not less than 5 Days in advance.

- 3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
  - a. Where Work is to be performed at least 5 Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
  - b. Within 5 Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
  - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
- 4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
- 5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1<sup>1</sup>/<sub>4</sub> inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
- 6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
- 7. For all Work on private property, contact each owner and occupant individually a minimum of 15 Days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
- 8. A sample of public notices is included in the Contract Appendix.

#### 7-16.2.2 Communications with the Public.

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

#### 7-16.2.3 Communications with Media.

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

#### 7-16.4 Payment.

1. The Payment for the Community Outreach Service shall be included in the Contract Price.

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

Virtual Project Manager will be used on this contract.

#### SECTION 9 - MEASUREMENT AND PAYMENT

- **9-3.2.5** 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:

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

ADD the following:

RPMS shall be used on this contract.

#### **SECTION 207 – PIPE**

- **207-9.2.3** Fittings. To the City Supplement, ADD the following:
  - 8. Flange gaskets shall be 3.2mm (1/8") thick acrylic or aramid fibers bound with nitrile for all sizes of pipe. Gaskets shall be full-face type with prepunched holes free of asbestos material. All insulating flange kits require full face gaskets.
- **207-9.2.6 Polyethylene Encasement for External Corrosion Protection.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. When soils have been determined to be mildly corrosive through resistivity testing as specified in the City of San Diego Sewer and Water Design Guides, the outside surfaces of ductile iron pipe and fittings for general use shall be coated with bituminous coating 1 mil (25 um) thick in accordance with AWWA C151 or AWWA C110. Polyethylene encasement shall be provided in accordance with AWWA C105.
- **207-17.2.3 Pipe Manufacturer.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

PVC products, C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe **207-26.4 Butterfly Valves.** To the City Supplement, Paragraph (2), DELETE the last sentence.

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

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

#### SECTION 209 - STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

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

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

# SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

#### ADD:

- **212-3.2.3 Trench Marker Tape.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Trench marker tape shall be installed in accordance with Standard Drawing SDM-105, "Warning/Identification Tape Installation".

#### **SECTION 300 – EARTHWORK**

- **300-1.4 Payment.** To the City Supplement, 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 the placement of asphalt concrete or the application of slurry, you shall complete all necessary preparation and repair Work to the road segment.
- 2. Unless otherwise specified, preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, and removal of pavement markings.
- 3. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others to expose firm and unyielding pavement.
- 4. You shall prepare subgrade as needed and install a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 5. If the base material is exposed in order to achieve the minimum specified depth, the material shall be compacted to 95% relative compaction (dig out). Compaction tests shall be made to ensure compliance with the specifications.
- 6. The Engineer shall determine when and where the test shall occur. The City will pay for the soils testing required by the Engineer which meets the required compaction. You shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, you shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base".
- 7. Recycled base material shall conform to crushed miscellaneous base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
- 8. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
- 9. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "Asphalt Concrete Pavement". Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "Asphalt Concrete".
- 10. No preparatory asphalt Work shall be done when the atmospheric temperature is below  $50^{\circ}$  F ( $10^{\circ}$  C) or during unsuitable weather.
- 11. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement

and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.

- 12. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:
  - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
  - When additional base material is required, then you shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base".
     Recycled base material shall conform to crushed miscellaneous aggregate base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
  - c) You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
  - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.
  - e) Base Repairs with RAC. Areas where failed paving is removed either by cold milling or by excavation shall be restored to existing pavement grade with ¾ inch (19.1 mm) RAC at 8 inch (203.2 mm) depth unless otherwise directed by the Engineer. These areas have been marked on the street as "DO". The asphalt concrete shall be B3-PG 64-10 as specified in 400-4, "Asphalt Concrete". Preliminary quantities are identified in the Contract Appendix but may need to be increased and approved by the Engineer at the time of construction. Base repairs shall not exceed 15% RAP in content.
  - f) Unscheduled Base Repair with RAC. If paving operations cause damage outside of your control and require additional base repair, the areas shall be removed either by cold milling or by excavation and shall be restored to existing pavement grade with <sup>3</sup>/<sub>4</sub> inch (19.1 mm) RAC at 8 inch (203.2 mm) depth unless otherwise directed by the Engineer. The asphalt concrete shall be B3-PG 64-10 as specified in 400-4, "Asphalt Concrete". Unscheduled base repairs shall not exceed 15% RAP.

g)

A base repair is considered unscheduled when it is not identified on the pavement with a "DO" or when you are directed by the Engineer to perform a base repair for the proper placement of an asphalt overlay.

# 302-3.1 Asphalt Patching.

- 1. Asphalt patching shall consist of patching potholes, gutter-line erosions, and other low spots in the pavement that are deeper than  $\frac{1}{2}$  inch (12.7 mm) in accordance with 302-5.6.2, "Density and Smoothness".
- 2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. You shall identify any new areas that may require patching prior to slurry Work to ensure the smoothness and quality of the finished product.
- 3. You shall identify and repair any areas that may require patching prior to the placement of slurry seal for a smooth and finished product.
- 4. Asphalt overlay shall not be applied over deteriorating pavement. Preparatory asphalt Work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
- 5. You shall remove distressed asphalt pavement either by saw cutting or milling to expose firm and unyielding pavement, prepare subgrade (as needed), and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 6. Prior to replacing asphalt, the area shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat".
- 7. Following the asphalt placement, you shall roll the entire patch in both directions and shall cover the patch at least twice.
- 8. After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
- 9. Base repairs shall not exceed 15% RAP in content.

#### **302-3.2** Payment.

- 1. The payment for the replacement of existing pavement when required shall be included in the Contract Unit Price for "Asphalt Pavement Repair" for the total area replaced and no additional payment shall be made regardless of the number and size of replacements completed. No payment shall be made for areas of over-excavation or outside trench areas in utility Works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to your failure to protect existing improvements. You shall reimburse the City for the cost of retesting all failing compaction tests.
- 2. The areas and quantities shown on the road segments and in the appendices are given only for your aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedence over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.

- 3. At the end of each day, you shall submit to the Engineer an itemized list of the asphalt pavement repair Work completed. The list shall include the location of the Work and the exact square footage of the repair.
- 4. The payment for preparatory repair Work and tack coating shall be paid at the Contract Unit Price for "Asphalt Pavement Repair".
- 5. The payment for milling shall be included in the Bid item for "Asphalt Pavement Repair" unless Bid items for asphalt milling Work has been provided.
- 6. The payment for miscellaneous asphalt patching shall be included in the Contract Unit Price for the slurry Work and no additional payment shall be made, unless a Bid item for "Miscellaneous Asphalt Patching" has been provided.
- **302-5.1.1** Damaged AC Pavement Replacement. To the City Supplement, DELETE in its entirety.
- **302-5.1.2** Measurement and Payment. To the City Supplement, DELETE in its entirety.
- **302-5.2.1** Measurement and Payment. To the City Supplement, item c), ADD the following:

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

#### SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

section numbering	g as follows:	
OLD SECTION	TITLE	NEW SECTION

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

OPEN TRENCH OPERATIONS. To the City Supplement, CORRECT certain

306-1

#### **306-1.1.1** General. ADD the following:

Build the Project in accordance with the water high lining phasing as follows:

1. Phases are called out on Sheet 33-D of AC Water Group 1028 Exhibit. See Appendix I.

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

- **306-1.4.5** Water Pressure Test. To the City Supplement, Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:
  - 2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.

Specified test pressure for Class 235 pipe will be 150 psi

Specified test pressure for Class 305 pipe will be 200 psi

- **306-1.6 Basis of Payment for Open Trench Installations.** ADD the following:
  - 8. The payment for imported backfill when you elect to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid item 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:
  - 1. 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 705 – WATER DISCHARGES

# 705-1 HYDROSTATIC DISCHARGE REQUIREMENTS. To the City Supplement, ADD the following:

3. The discharge of hydrostatic test water and/or potable water shall not contain constituents in excess of the following:

Parameter	Units	Effluent Limitations
Total Residual Chlorine	mg/L	0.1
pH	units	Within the limits of 6.0 and 9.0 at all times

#### Table 705-1 (A) Effluent Limitations

- 4. Compliance with the effluent limitation shown in Table 705-1 (A) shall be determined based on the 90th percentile of all samples obtained during the discharge event. Non-compliance for each event will be considered separately.
- **705-2.6.1** General. To the City Supplement, item 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 Public Works has prepared a Notice of Exemption for AC Water Group 1028, Project No. B-15122.02.06, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix A.

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

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

# SUPPLEMENTARY SPECIAL PROVISIONS

# APPENDICES

# APPENDIX A

# NOTICE OF EXEMPTION



AC Water Group 1028 Appendix A – Notice of Exemption (Rev. July 2015)

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#### NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK

P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422

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

PROJECT/WBS NO.: B-15122.02.06

SAN DIEGO, CA 92101

PUBLIC WORKS DEPARTMENT

525 B STREET, SUITE 750, MS 908A

FROM: CITY OF SAN DIEGO

PROJECT TITLE: AC Water Group 1028

PROJECT LOCATION-SPECIFIC: The project is located along Chicago Street, Denver Street, Erie Street, Field Court, Frankfort Street, Galveston Place, Gesner Street, Hartford Street, Huxley Street, Illion Street, Ingulf Place, Ingulf Street, Jellett Street, Kane Street, Magdalene Way, Morava Place, Napier Street, Orten Street, Penrose Court, Penrose Street, Tokalon Street, and in an easement in 2495 Galveston Street property, within the Clairemont Mesa Community Planning area (Council District 2).

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

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: AC Water Group 1028 will replace-in-place approximately 21,597 linear feet of existing 4-in, 6-in, 8-in, 10-in, and 12-in asbestos cement water pipelines with new 8" polyvinyl chloride water mains, and abandon approximately 275 linear feet of water main. The replacement portions of the project will require the open trench method of replacement, which will require excavation to a depth of 5 feet, but all soils have been previously disturbed. The pipe to be abandoned will be filled with slurry and plugged. Appurtenances may include the replumbing of water services, installation of ADA compliant curb ramps, street resurfacing, and any necessary lane painting. The project, including staging activities, would occur entirely within the paved public right-of-way. AC Water Group 1028 will implement storm water best management practices. No impact to sensitive biological resources would result from project implementation.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego Public Works Department, Contact: Hung Hyunh; Ph: (619) 235-1979 525 B Street, Suite 750, San Diego, CA 92101

#### EXEMPT STATUS: (CHECK ONE)

() MINISTERIAL (SEC. 21080(b)(1); 15268);

- () DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- ) EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))

(X) CATEGORICAL EXEMPTION: §15301(b) [Existing Facilities], and §15302(c) [Replacement or Reconstruction]

() STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project meets the categorical exemption criteria set forth in the CEQA State Guidelines §15301(b) [Existing Facilities], which allows for the repair and maintenance of existing public facilities, including publicly owned utilities, involving negligible or no expansion of the use beyond that existing at the time of the lead agency's determination; §15302(c) [Replacement or Reconstruction], which allows for the replacement or reconstruction of existing utility systems, where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; and where the exceptions listed in CEQA Guidelines §15300.2 would not apply. This project would not impact sensitive resources.

LEAD AGENCY CONTACT PERSON: JUAN BALIGAD, SENIOR PLANNER

TELEPHONE: (619) 533-5473

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

Revised November 6, 2015 JA

e-Bidding AC Water Group 1028 Appendix A – Notice of Exemption (Rev. July 2015)

CARRIE PURCELL, PRINCIPAL PLANNER

CHECK ONE: (X) SIGNED BY LEAD AGENCY ( ) SIGNED BY APPLICANT CHECK ONE:

11/6/15 DATE

# DATE RECEIVED FOR FILING AT OPR:

Revised November 6, 2015 JA

e-Bidding AC Water Group 1028 Appendix A - Notice of Exemption (Rev. July 2015)

# APPENDIX B

# FIRE HYDRANT METER PROGRAM

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

# 1. PURPOSE

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

# 2. <u>AUTHORITY</u>

- 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. **<u>DEFINITIONS</u>**

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 <sup>1</sup>/<sub>2</sub>" 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 reinstallation.
- 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
- 13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
- 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

#### 4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**

# Process for Issuance

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

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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. <u>FEE AND DEPOSIT SCHEDULES</u>

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

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

# 8. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

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

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<sup>8.5</sup> 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

	Applicatio	on for Fire (E	XHIBIT A)		
PUBLIC UTILITIES	Uvdrant (			(For Office Use Only)	
Water & Wastewater	Hydrant I	vieter	NS REQ	FAC#	
<b>NANGE STREAM</b>			DATE	BY	
		SHOP (619) 527-7449	Application Date	Request	ed Install Date:
Meter Informatio	on				
Fire Hydrant Location: (Attach	Detailed Map//Thoma	as Bros. Map Location or Co	nstruction drawing.) <u>Zip:</u>	<u>T.B.</u>	<u>G.B.</u> (CITY USE)
Specific Use of Water:					
Any Return to Sewer or Storm	Drain, if so , explain:				
Estimated Duration of Meter L	lsa			Check Bo	x if Reclaimed Water
Company Information				Strack be	
Company Name:					
Mailing Address:					·
City:		State:	Zip:	Phone: (	1
*Business license#		1*Co	ntractor llcense#		
A Copy of the Contracto	or's license OB Bi	Isiness License is rea	uired at the time	of meter issuan	ŕP.
Name and Title of B	anna an	AUTIONS MANINA IN LONG		Phone: (	}
(PERSON IN ACCOUNTS PAYABLE)				- Filonea (	
Site Contact Name a	ind Title:		•	Phone: (	)
<b>Responsible Party N</b>	ame:			Title:	
Cal ID#				Phone: (	. )
Signature:	,	· · ·	Date:		
Guarantees Payment of all Charges	s Resulting from the use c	of this Meter. <u>Insures that empl</u>	ovees of this Organization	understand the prope	r use of Fire Hydrant Meter
geranden einen		<u> </u>			
The Headward Mark					
Fire Hydrant Met	er Removali	Request	Requested R	emoval Date:	1
Provide Current Meter Location	n lf Different from Abo	Ve:			
1971 ar 19 an Iona an Iona an I	understand and the still service and an an an and a service state state.		Title:		Date:
Signature:		·	1100	·	
Phone: ( )		Pager	r ( )		•
	<u></u>				
City Meter	Private Mete				
wity Meter	Filvate Wete		<u> </u>	<u>م</u>	<u> </u>
Contract Acct #:	*	Deposit Amou	nt: \$936.00	Fees Amount: \$	62.00
Meter Serial #		Meter Size:	05	Meter Make and	Style: 6-7
		6m 1 49		Backflow	
Backflow #		Backflow Size: Signature:		Make and Style:	<b>A</b> *
14011101			e	L'ar	u.

- -

#### 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. Ероху

### APPENDIX D

# SAMPLE CITY INVOICE

AC Water Group 1028 Appendix D - Sample City Invoice (Rev. July 2015)

.

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

Item #	Item Descr	ption		Contract	Authorizati	on		Previous	s Tota	ls To Date	This	Estimate	Totals t	o Date
		F	Unit	Price	Qty	. E	xtension	%/QTY		Amount	% / QTY	Amount	%/QTY	Amount
1						\$	-		\$	-		ş -	0.00% \$	-
2						\$	-		\$	-		ş –	0.00% \$	-
3						\$	~		\$	-		÷ -	0.00% \$	-
4						\$	-		\$	-		5 -	0.00% \$	
5						\$	-		\$	-		\$ -	0.00% \$	
6						\$	-		\$	-		ş -	0.00% \$	
7						\$	-		\$	-		5 -	0.00% \$	
8						\$	-		\$	-		ş –	0.00% \$	
9						\$	-		\$	-		5 -	0.00% \$	
10					•	\$	-		\$	-		\$ -	0.00% \$	
11						\$	-		\$	-	:	\$ <del>-</del>	0.00% \$	
12						\$	-		\$	-	:	<b>-</b>	0.00% \$	
13						\$	-		\$	-	:	\$ <u>-</u>	0.00% \$	
14						\$	-		\$	-		\$-	0.00% \$	
15						\$	-		\$	-		\$ -	0.00% \$	
16						\$	-		\$	-		\$ -	0.00% \$	
17	Field Orders					\$	-		\$	-		\$	0.00% \$	
18						\$	-		\$	-		\$-	0.00% \$	
	CHANGE ORDER No.					\$	-		\$	-		\$         •	0.00% \$	
						\$	-		\$			÷ -	0.00% \$	-
		Total Authorized Amount (incl	uding approv	ed Change Order)		\$	-		\$	-		\$-	Total Billed	-
	CUMMADY							-						

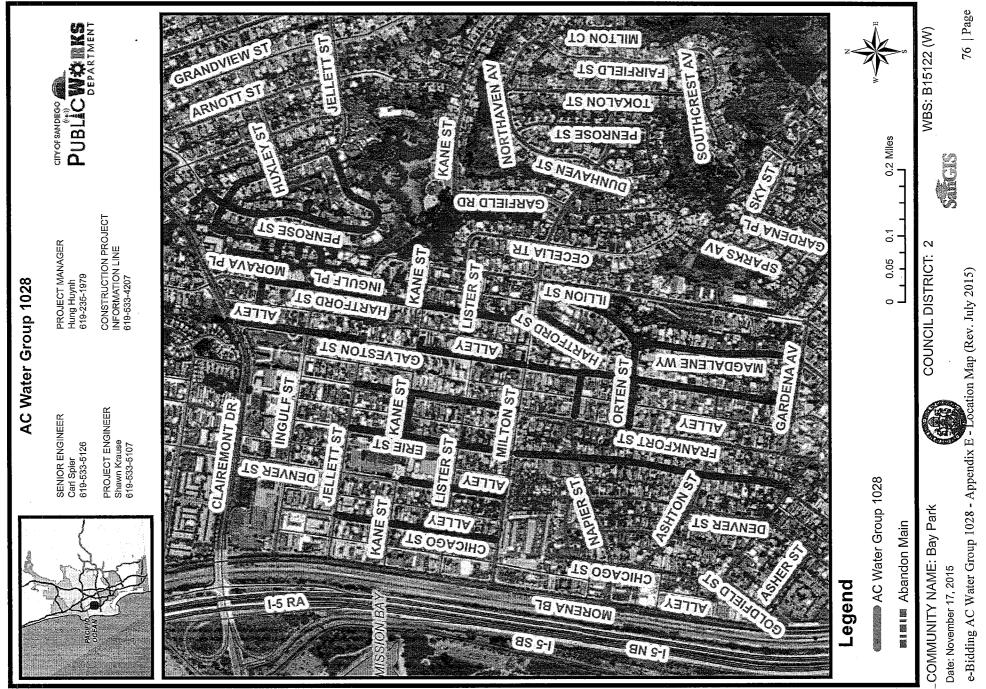
#### SUMMARY

	3				
A. Original Contract Amount	\$	-	I certify that the materials	Retention and/or Escrow Payment Schedu	ile
B. Approved Change Order #00 Thru #00	\$	-	have been received by me in	Total Retention Required as of this billing (Item E)	\$0.00
C. Total Authorized Amount (A+B)	\$	-	the quality and quantity specified	Previous Retention Withheld in PO or in Escrow	\$0.00
D. Total Billed to Date	\$	-	· · · · · · · · · · · · · · · · · · ·	Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
E. Less Total Retention (5% of D)	\$	-	Resident Engineer	Amt to Release to Contractor from PO/Escrow:	
F. Less Total Previous Payments	\$	-			
G. Payment Due Less Retention		\$0.00	Construction Engineer	· · ·	
H. Remaining Authorized Amount		\$0.00		Contractor Signature and Date:	

### APPENDIX E

# LOCATION MAP

AC Water Group 1028 Appendix E - Location Map (Rev. July 2015)

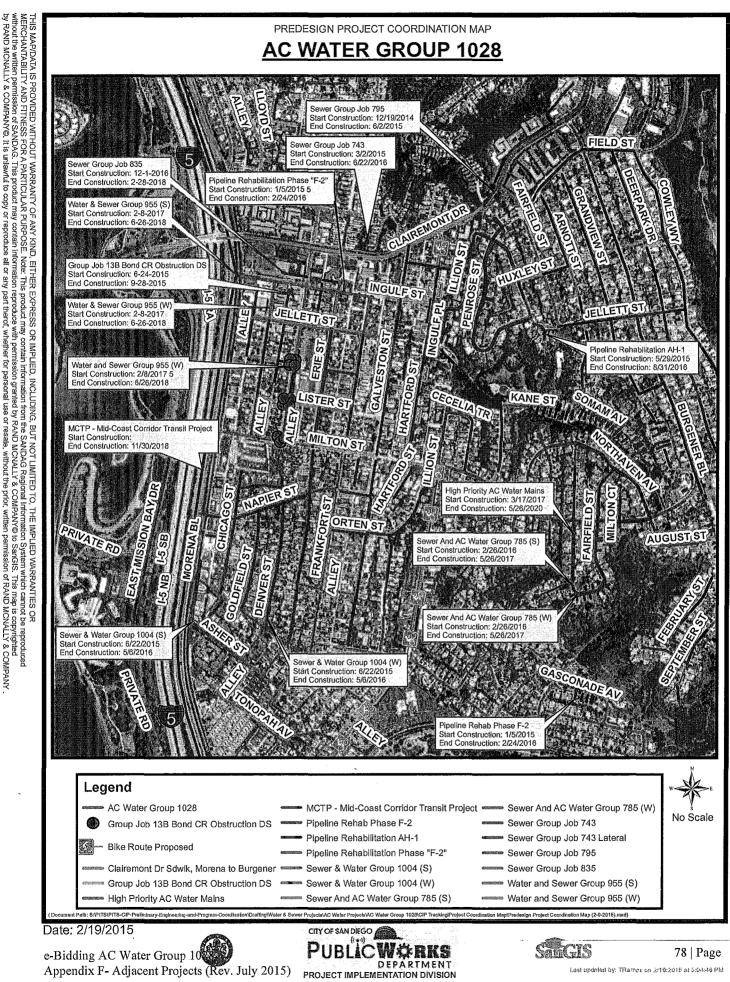


THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOOTBED WITHOUT WARRANT TO FAIT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NOT LIWITED TO, THE WARRANT DO ANT NIND, EITHER EXPRESS OR IMPLEE, INCLEDING, BUT NIND, EITHER EXPRESS OR IMPLEE, INCLEDIN

#### APPENDIX F

## ADJACENT PROJECTS

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MCNALL

COMPANY® to SanGIS.

Information

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without the prior, written

Last updated by: TRamos on 2/19/2016 at 5:04/46 PM

### 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), and as follows:

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e-Bidding AC Water Group 1028

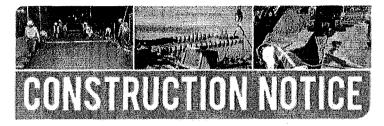
Appendix G – Hydrostatic Discharge Form (Rev. July 2015)

# APPENDIX H

# SAMPLE OF PUBLIC NOTICE

AC Water Group 1028 Appendix H – Sample of Public Notices (Rev. July 2015)

.....



# PROJECT NAME

### The work will consist of:

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

#### How your neighborhood may be impacted:

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

### Anticipated Construction Schedule

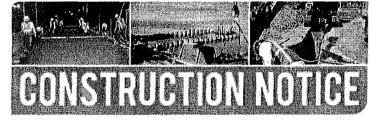
- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in
   and is anticipated to be complete in \_\_\_\_\_.

### Hours and Days of Operation

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

For questions related to this work Call: (619) 533-4207 Email: engineering@sandiego.gov Visit: sandiego.gov/CIP





# **PROJECT NAME**

### The work will consist of:

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

#### How your neighborhood may be impacted:

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

#### **Anticipated Construction Schedule**

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

#### Hours and Days of Operation

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

For questions related to this work Call: (619) 533-4207 Email: engineering@sandiego.gov Visit: sandiego.gov/CIP



e-Bidding AC Water Group 1028 Appendix J - Sample of Public Notices (Rev. July 2015)

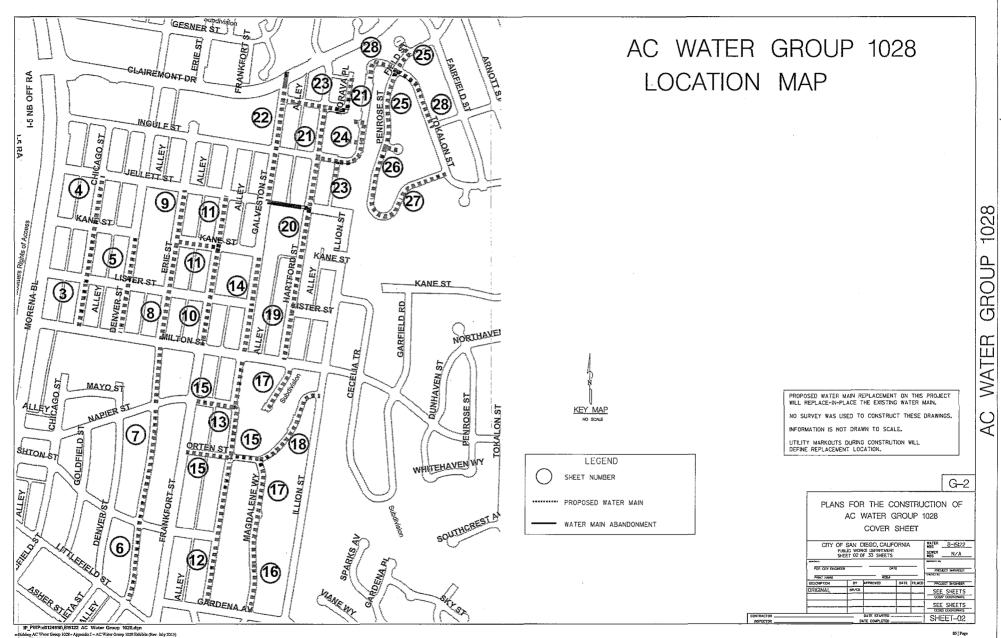
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### APPENDIX I

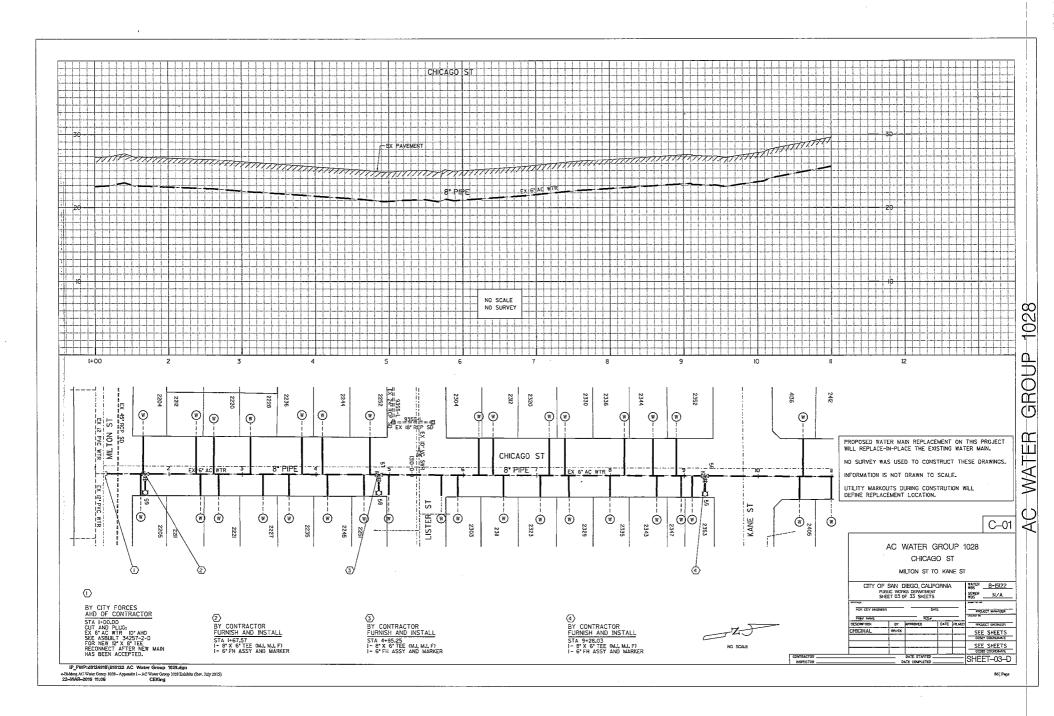
### AC WATER GROUP 1028 EXHIBITS

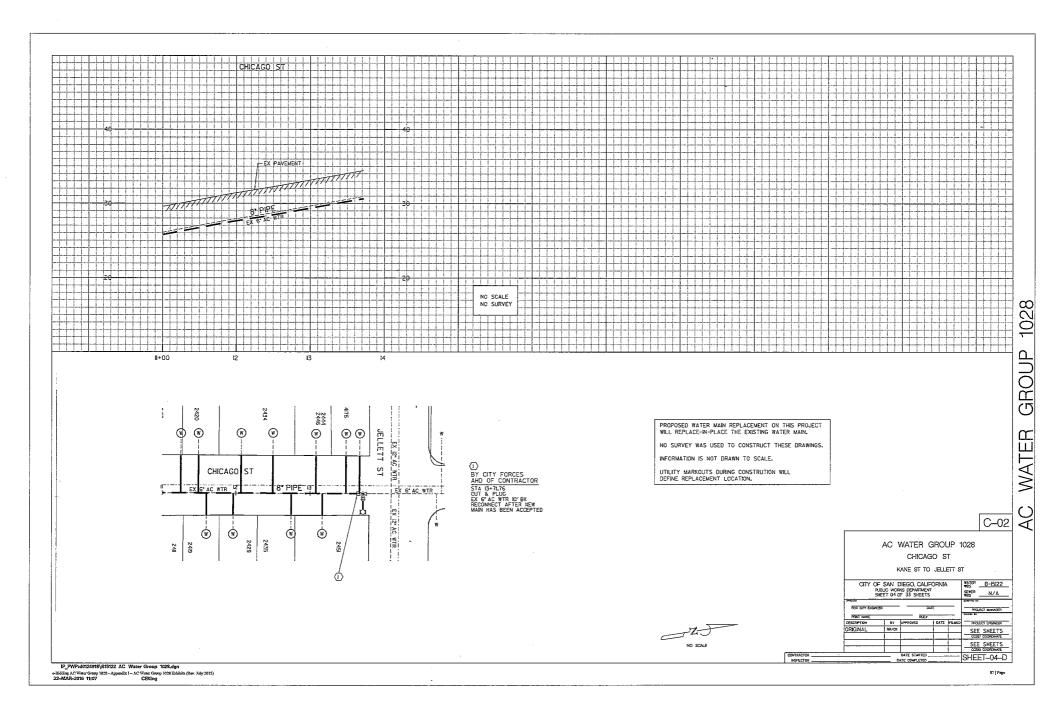
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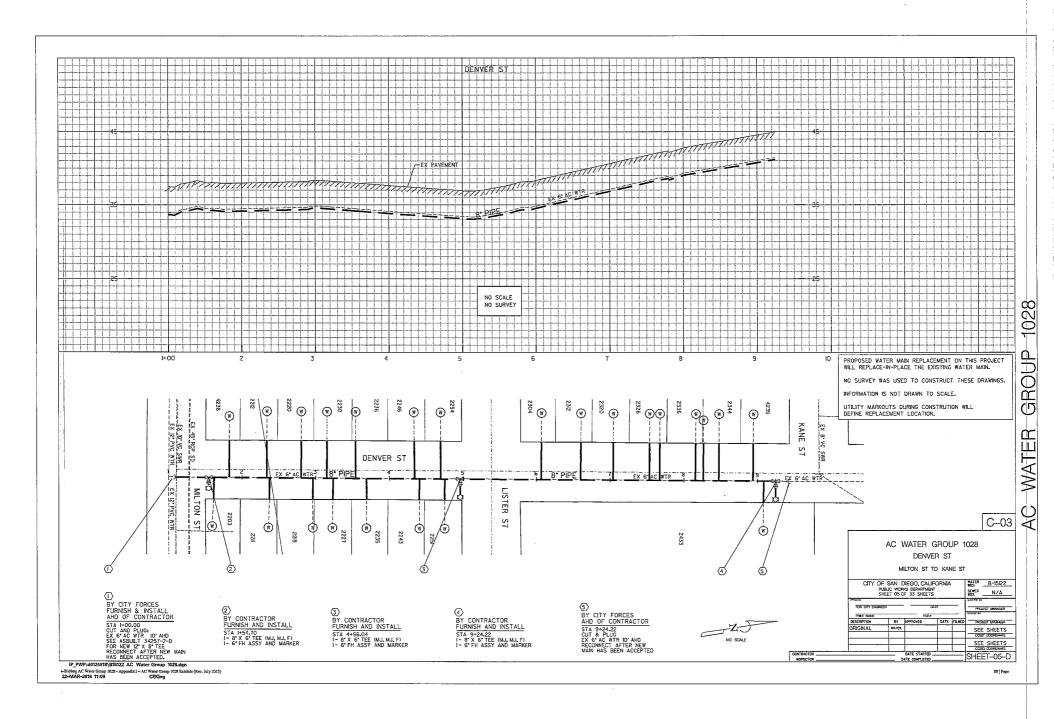
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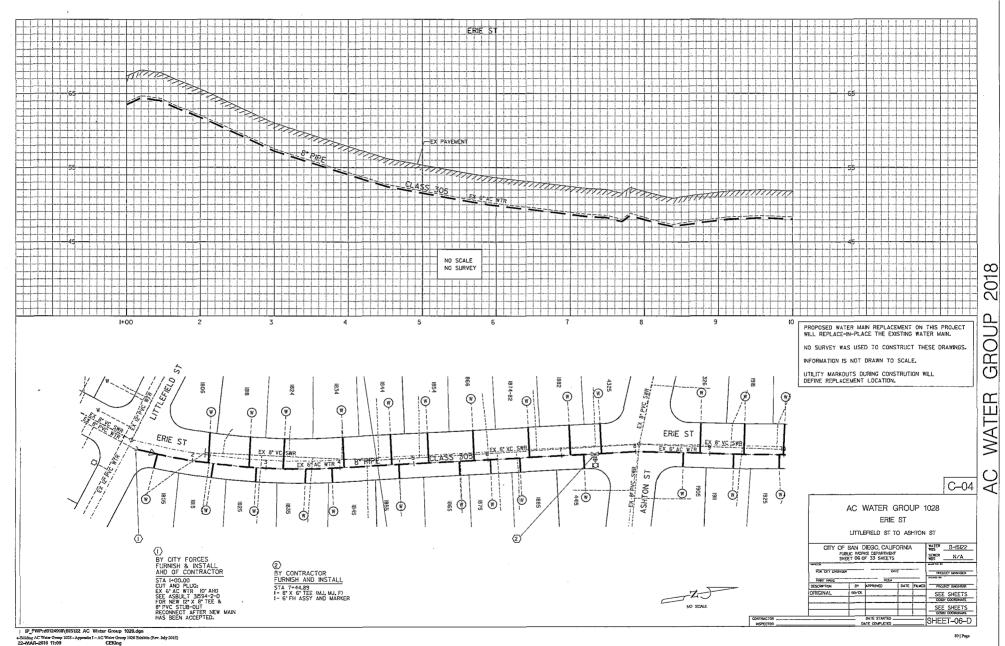


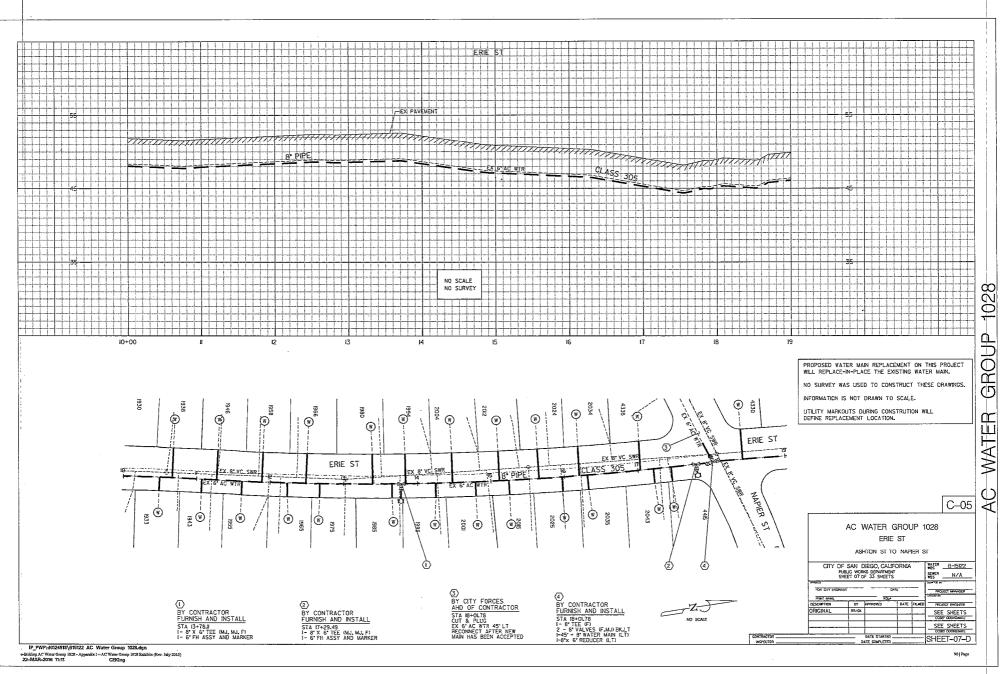
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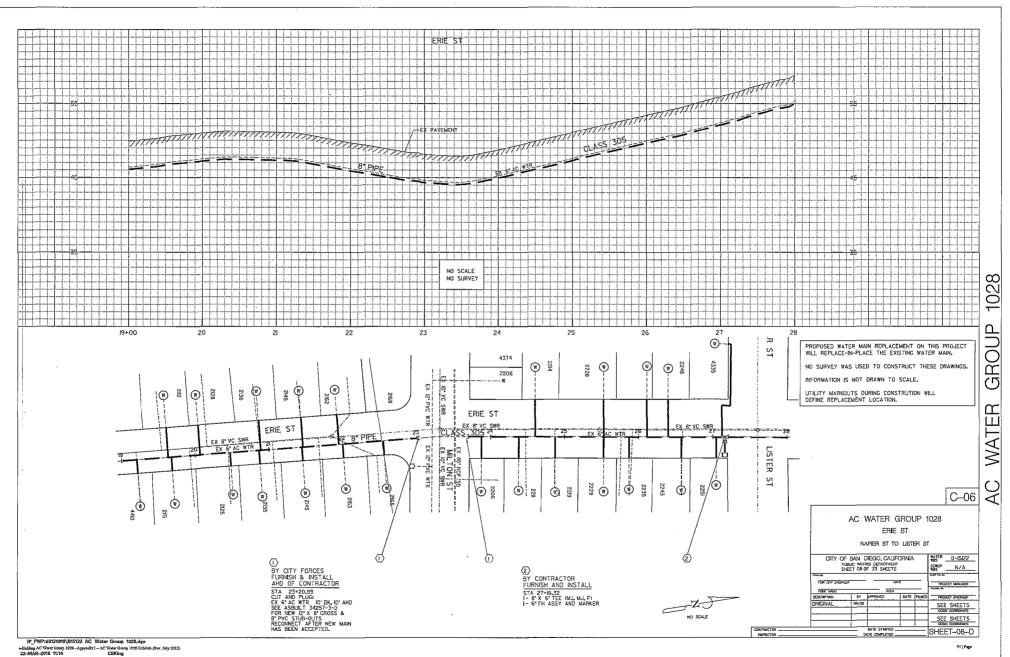


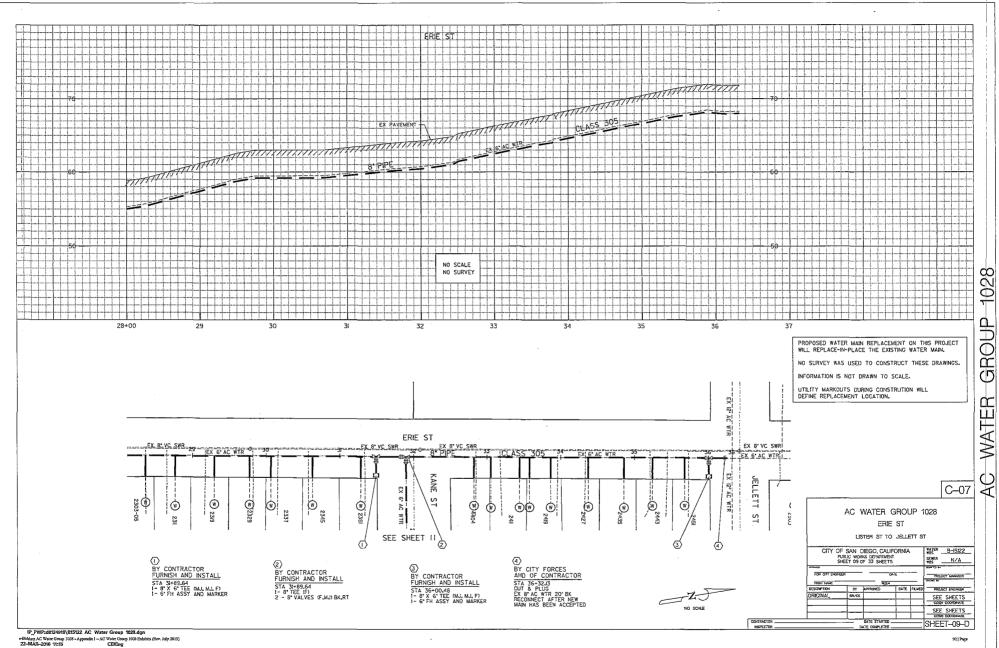




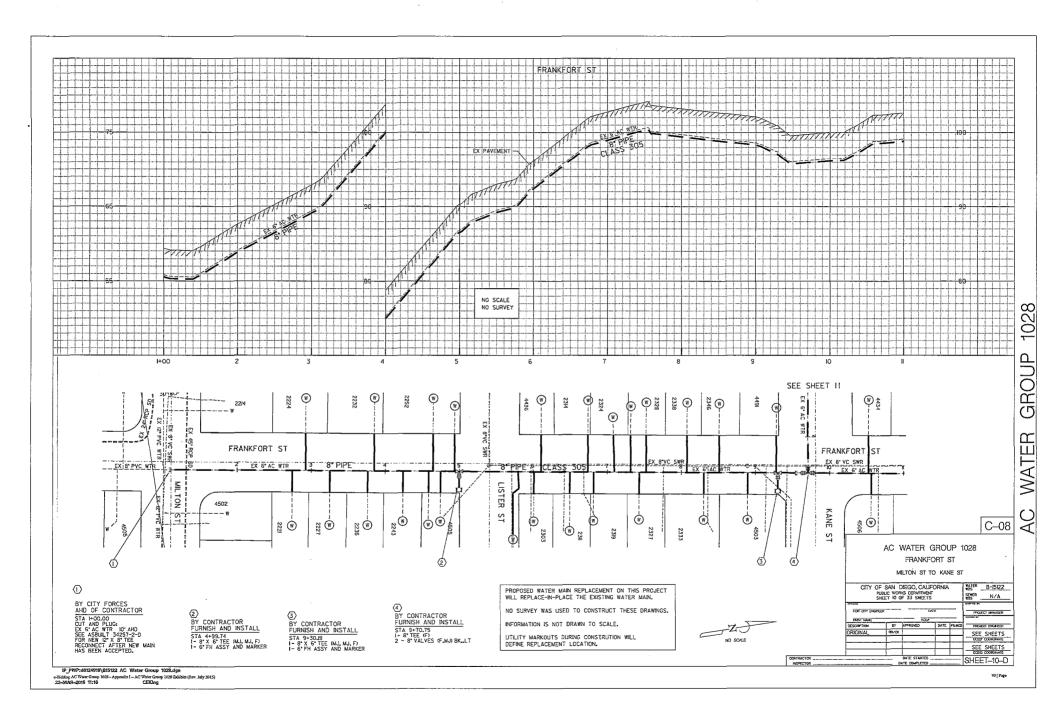


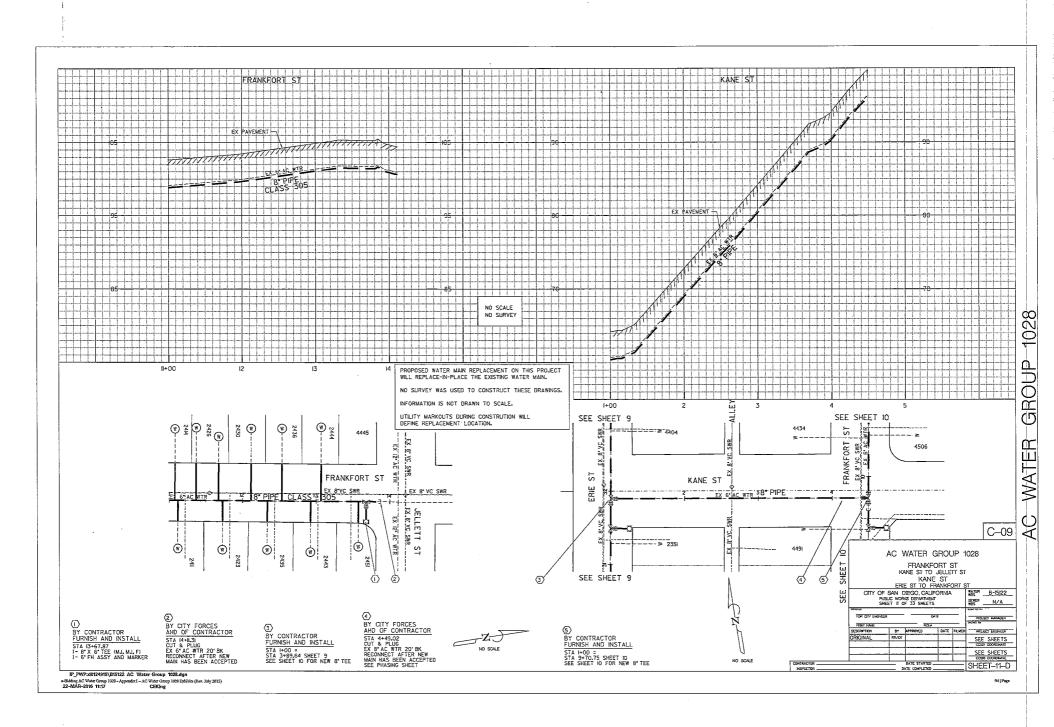


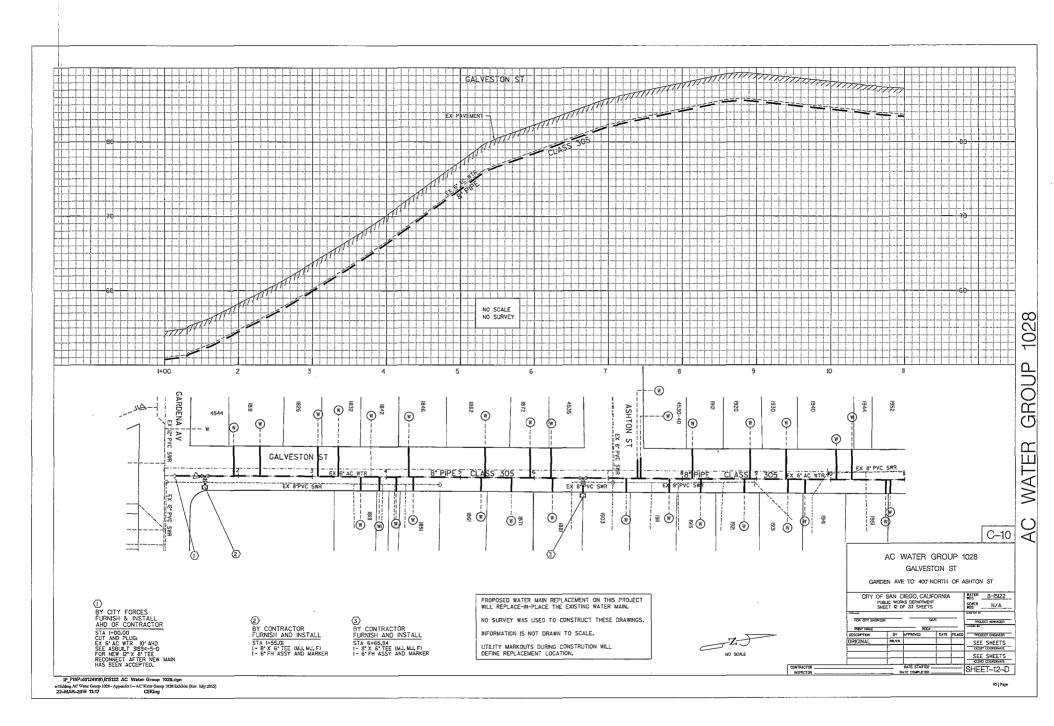


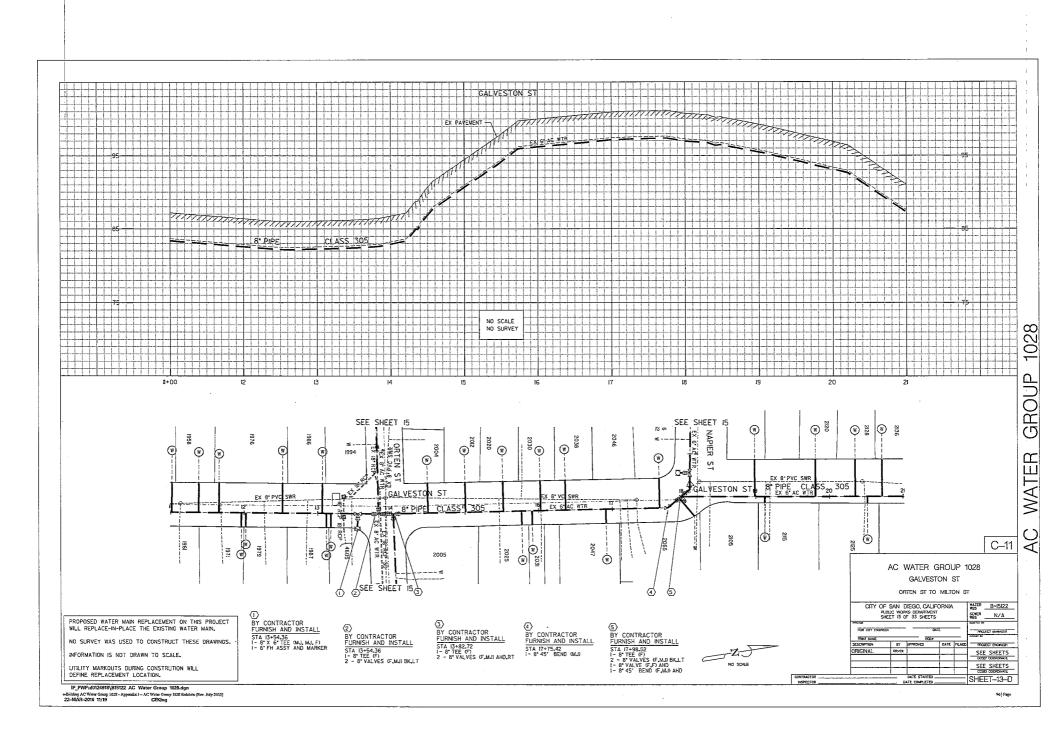


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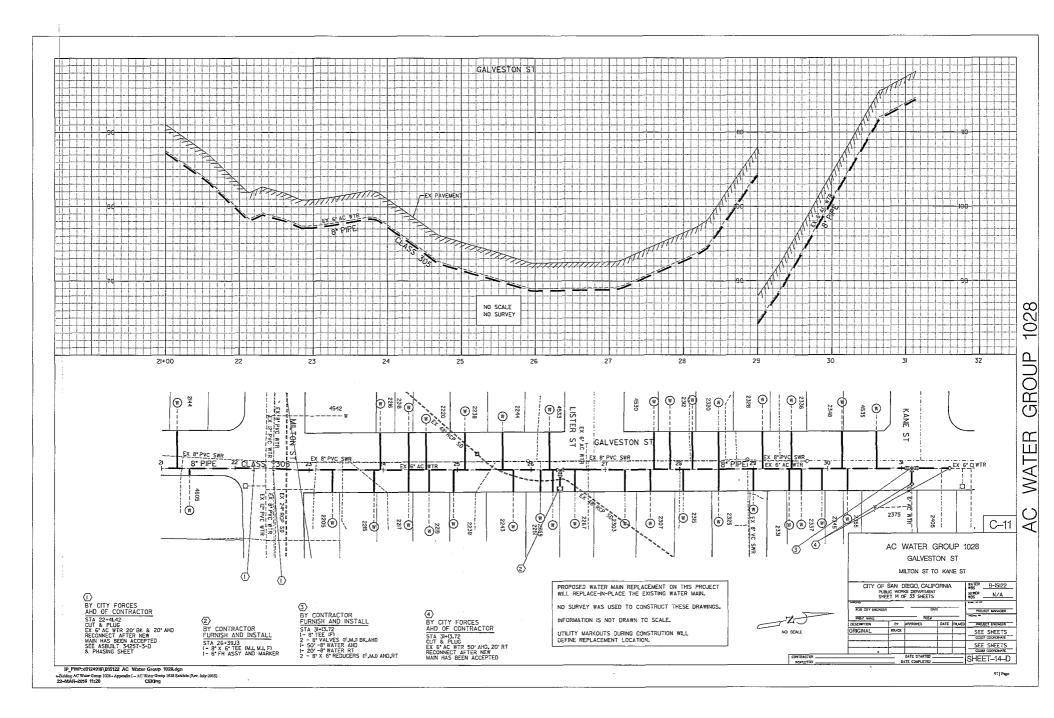


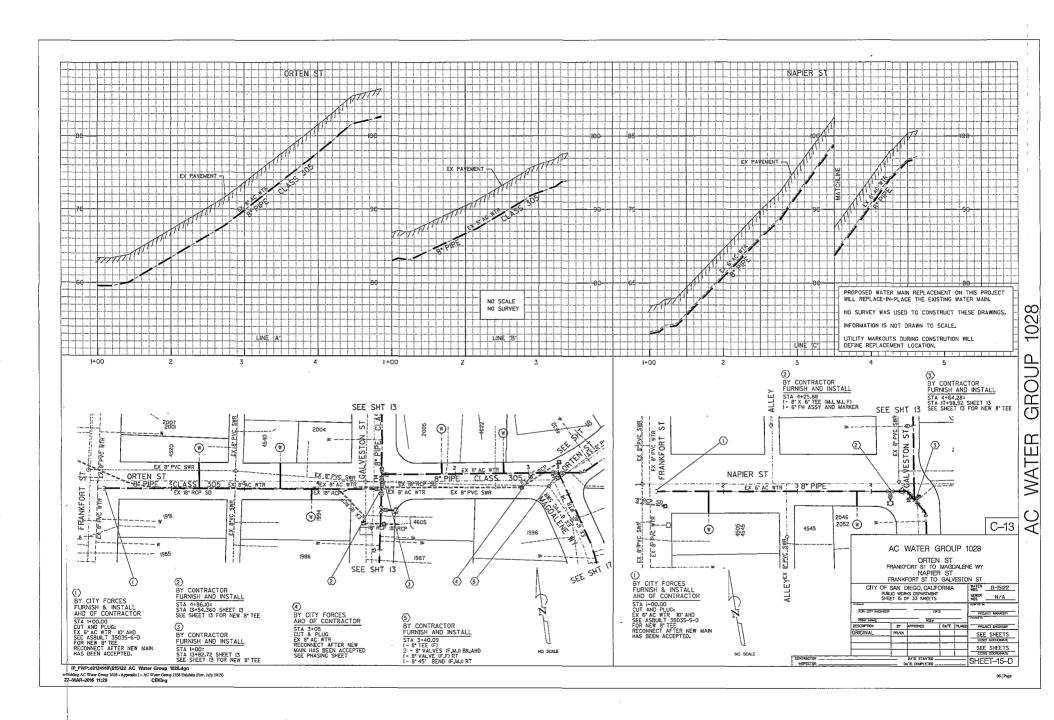


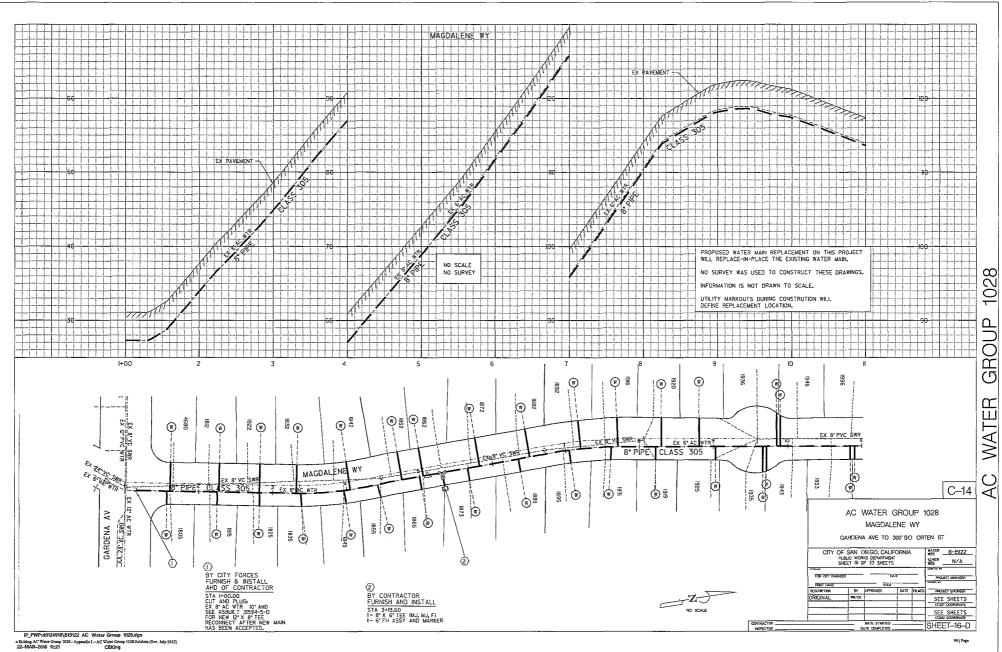


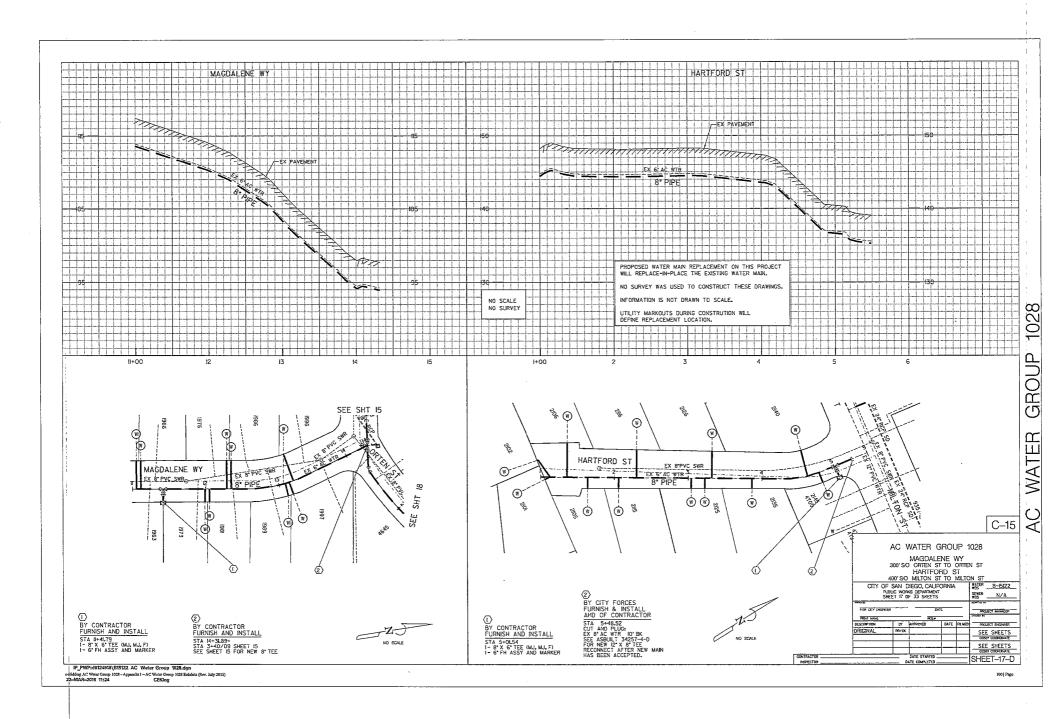


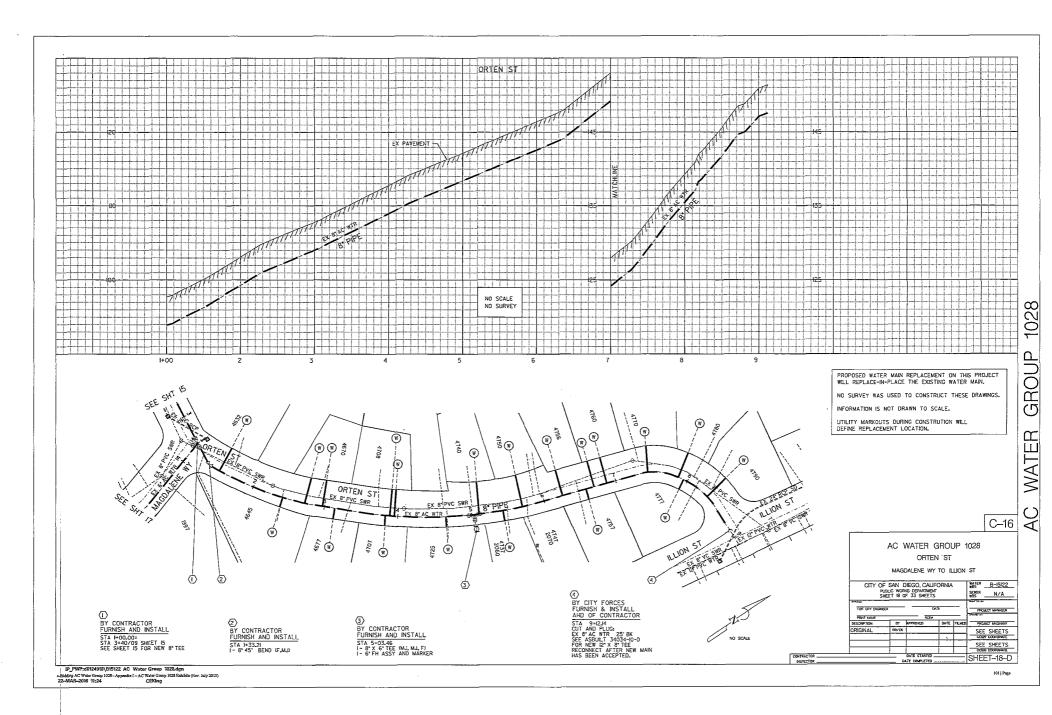
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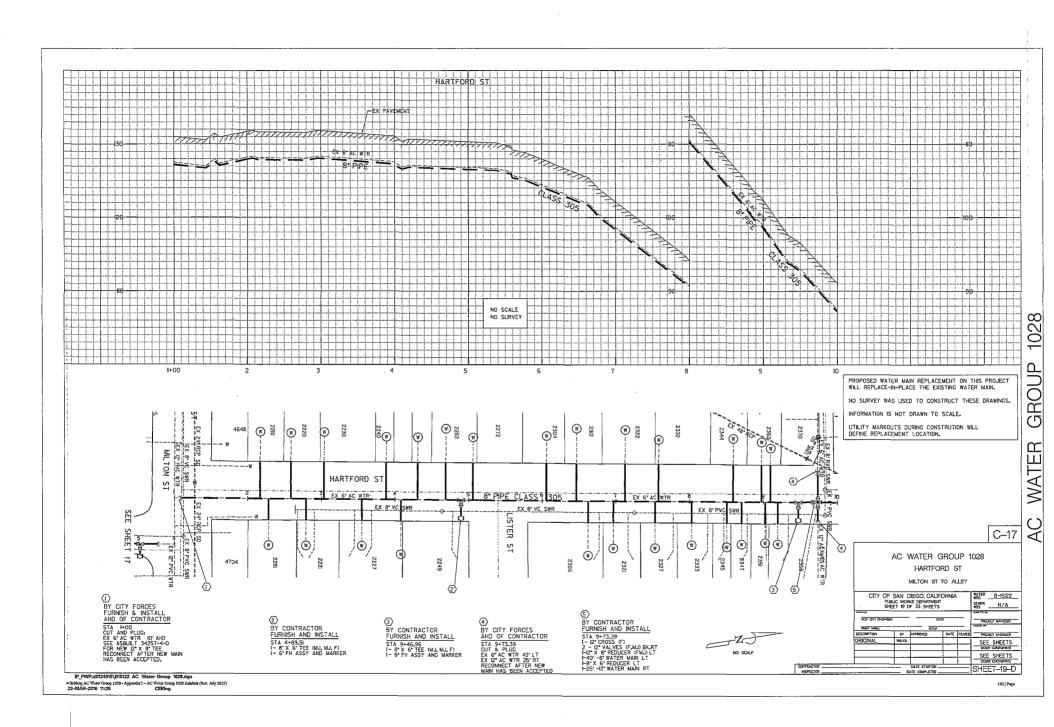


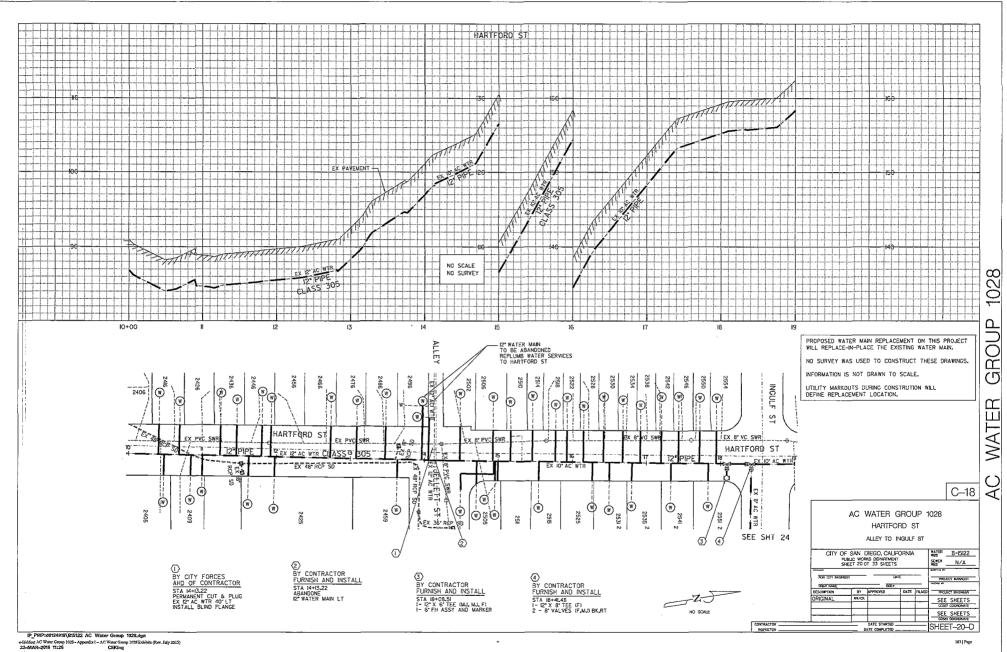


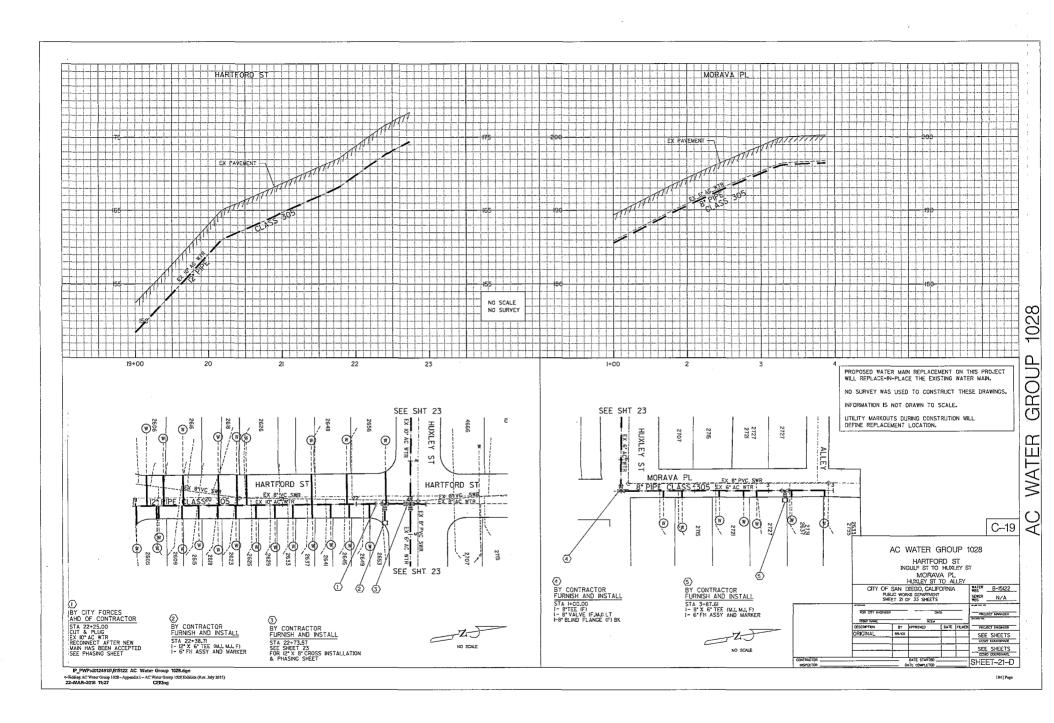


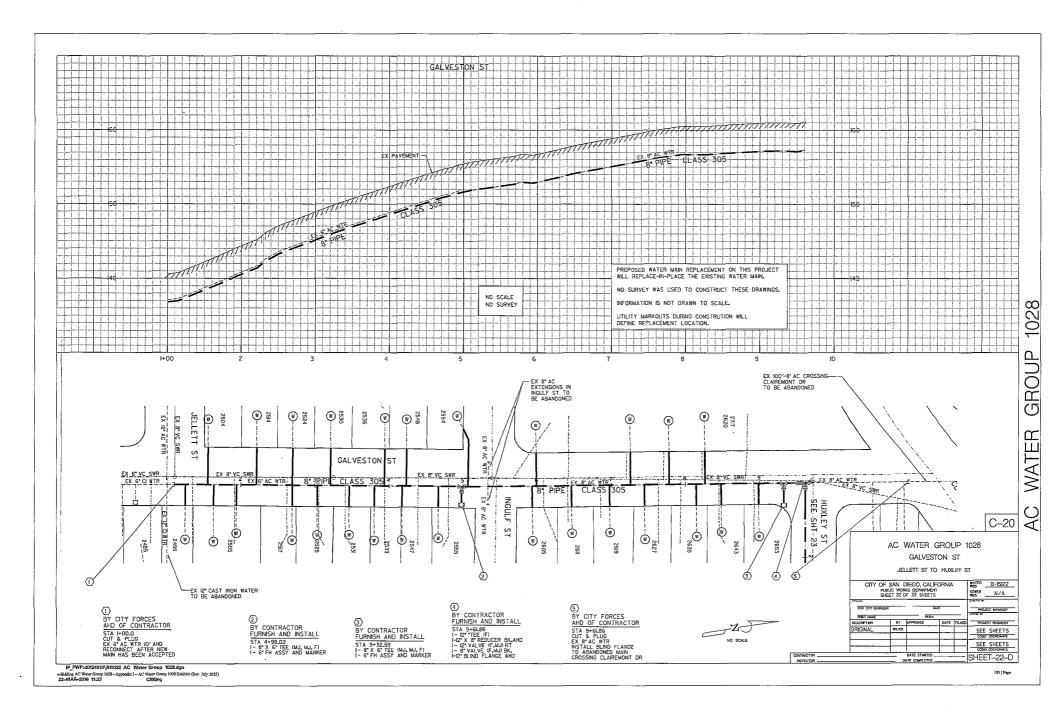


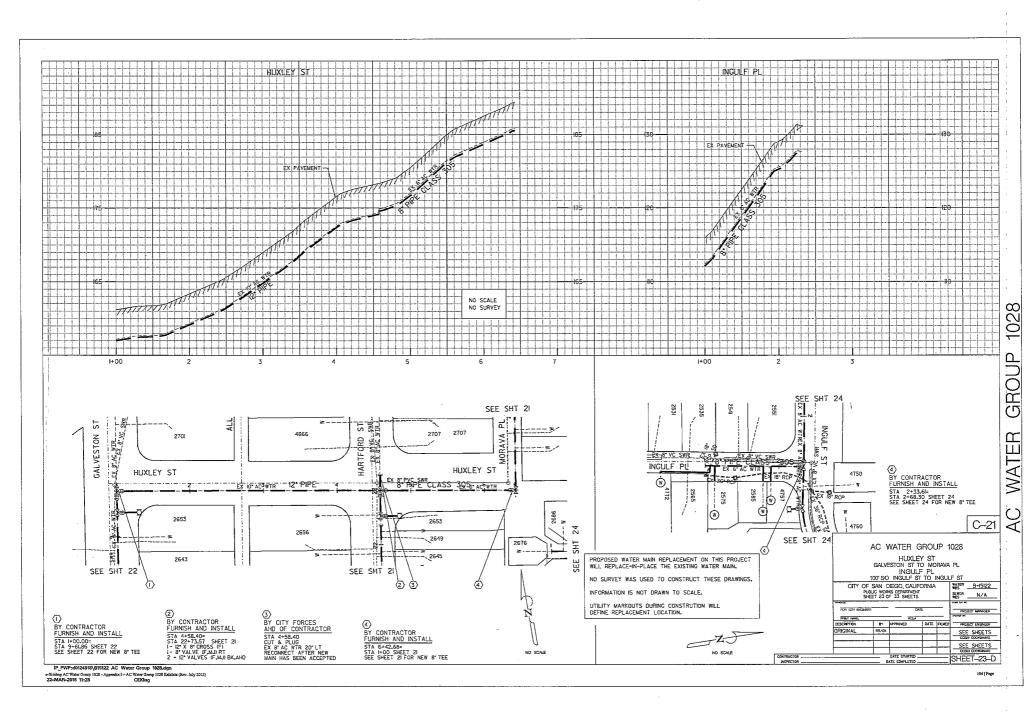


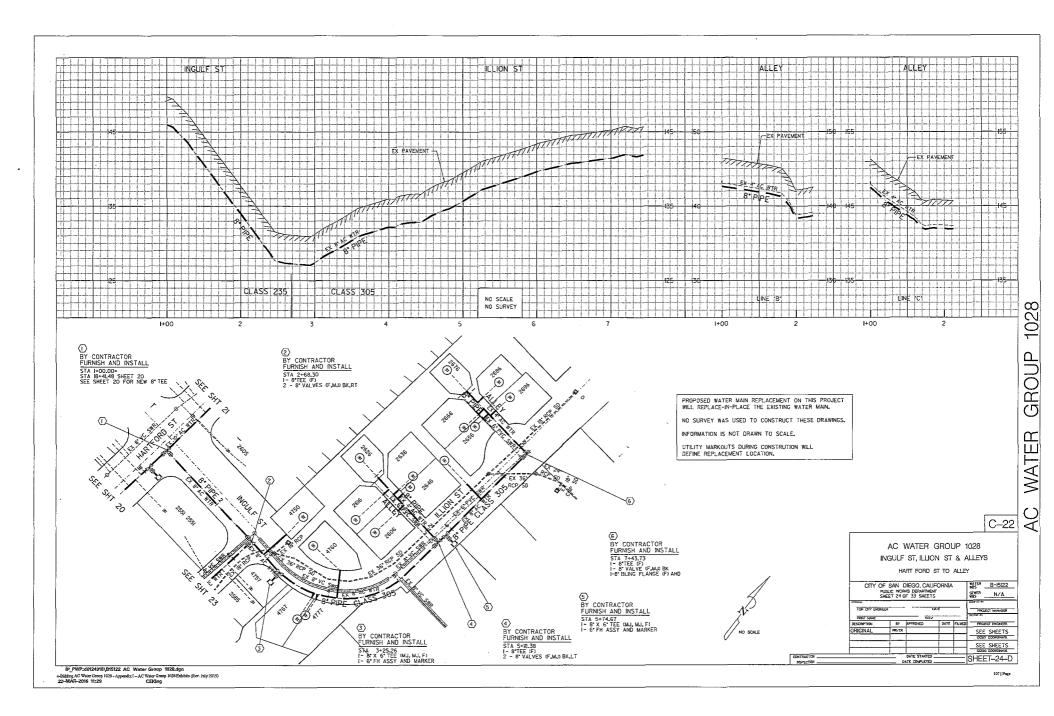


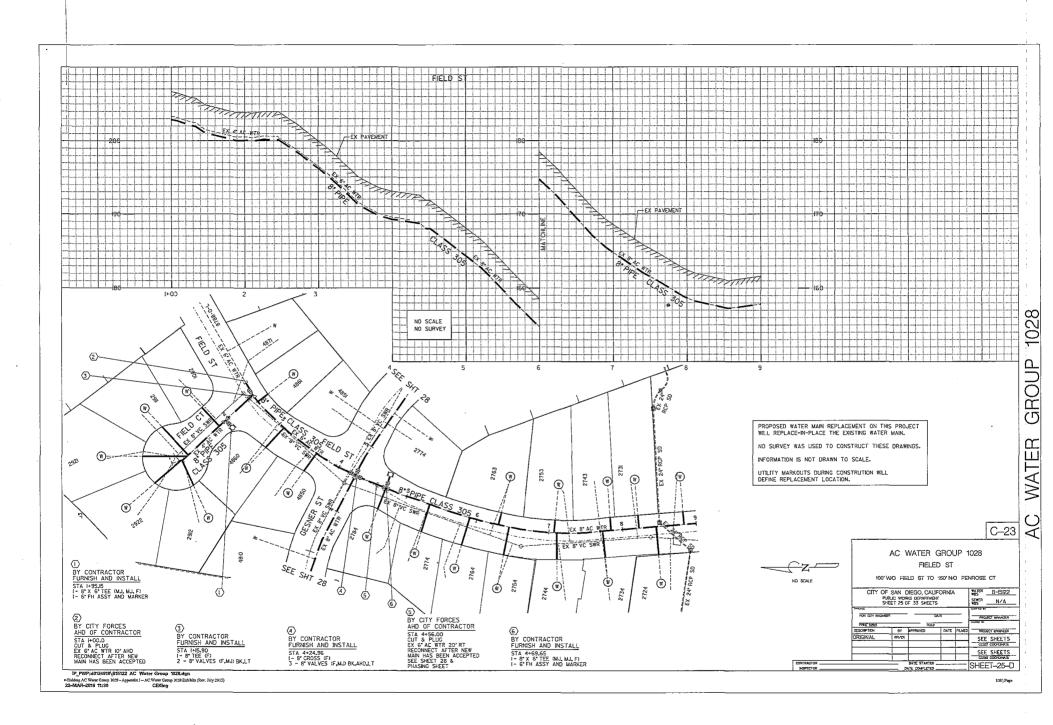


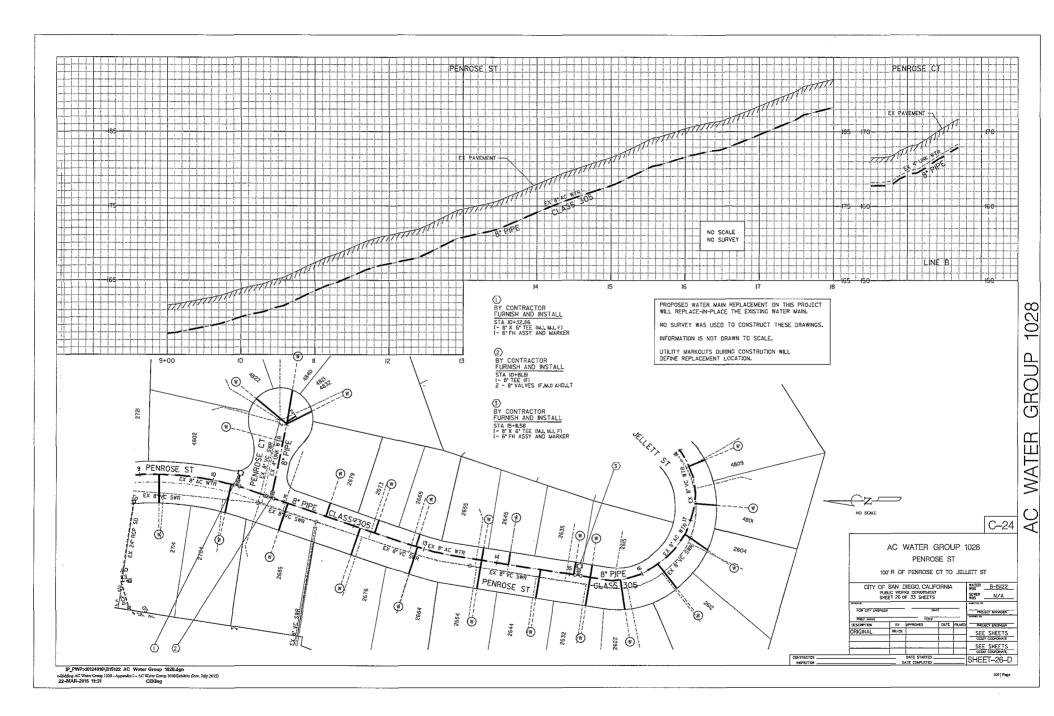


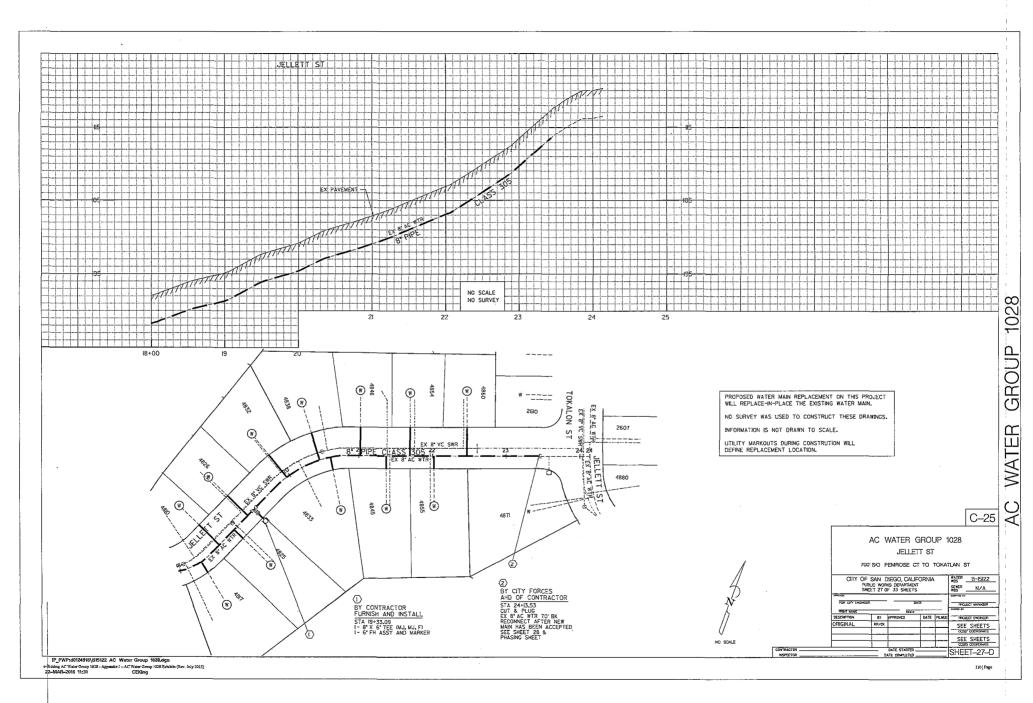


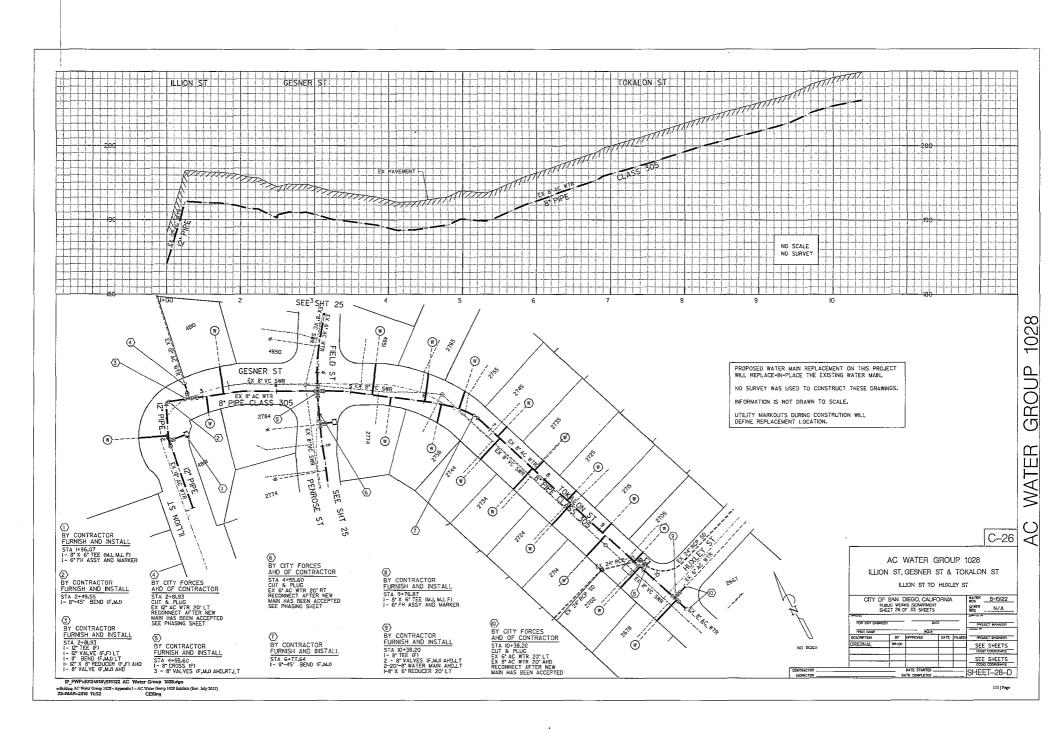


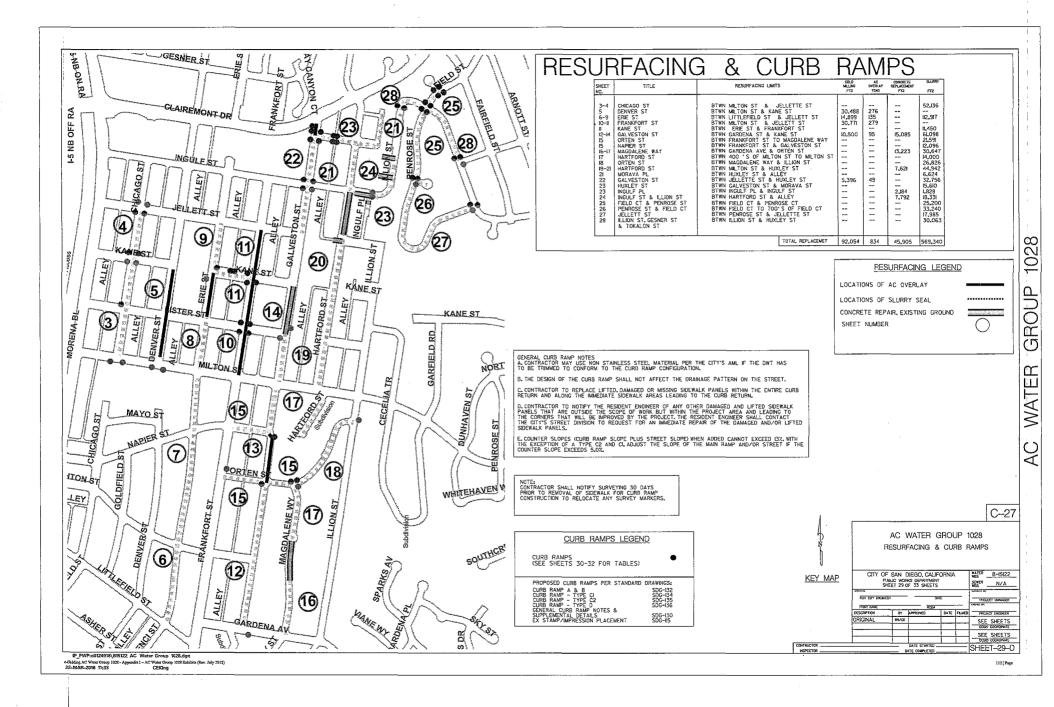












Intersection		Existing Curb Ramp	install Curb Ramp	Туре	Notés	
Chicago Street & Milton Street	NW I	X		N/A	Relocate Stop Line	1
	NE	x		N/A		1
	SE		x	Туре В		]
Chinggo Streat & Linter Streat	SW		×	Type B		4
Chicago Street & Lister Street	NW NE	<u>х</u>	x	Type A N/A	Install5' wide contiguous sidewalk per SDC-155 to connect to existing sidewalk along west side of Chicogo St. Relacate Stop line	-
	SE	x		N/A		-
	SW	x		N/A	Relocate Stap line	-
Chicago Street & Kane Street	NW		x	Туре А	Place curb ramp at middle of curb return.	-
	NE		·x	Type A	Relocate yield line and yield legend marking. Place curb ramp at middle of curb return.	
	SE		X	Type A		
Chicago Street & Jellett Street	SW		X	Type C2 Type A	Provide retaining wall behind curb ramp. Extend to meet existing retaining wall. Relocate yield line and yield legend marking. Relocate stop sign if there is not 36 of dearance. Relocate stop limit bar.	4
	NE		<u>x</u>	Туре А	Nelocité stop sign or mere si nor la or decrance, relacité stop laint dur.	-
	SE		x	Type A	Relocate stop line on Chicago St. Relocate fire hydrant to provide St clearance, if needed.	4
	SW		X	Type A		
Denver Street & Milton	NW	x		N/A		-
	NE	x		N/A		]
	SE		x	Type 8		1
Denver Street & Lister	SW /	x	×	Type B		4
Derver Singer & LISTER	NW NE	x x		N/A N/A		4
	SE			N/A		4
	SW	X		N/A		1
Denver Street & Kone Street	NW	x		N/A		]
	NE	X		N/A		]
	SE	x		N/A		1
Erie Street & Littlefield Street	SW NW	X		N/A N/A		4
CHE SHEEL & LITHETIERS STREET	NW	·	1	N/A N/A		4
	SE			N/A N/A		4
	SW			N/A		1
Erie Street & Ashton Street	NW			N/A		]
	NE		•	N/A		
	SE			N/A		4 .
Erie Street & Napier Street	SW			N/A N/A		4
CHE SHEEL & HUDER STREET	NW			N/A N/A		4
	SE			N/A		1
	S₩			N/A		1
Erie Street & Milton Street	NW	x		N/A	Restripe Crosswolk per SDM-116 - Relocate stop limit line.	]
	NE	x		N/A		
	SE	<u>×</u>		N/A	Restripe Crosswalk per SDM-116. Restripe Crosswalk per SDM-116.	4
Erie Street & Lister Street	SW	x		N/A N/A	Restripe Crosswalk per SDM-116.	4
Line off of a cloter off bel	NE	x		N/A N/A	Update to Continental Cosswalk per SUMHIG.	1
	SE	X	1	N/A	Update to Continental Crosswalk per SM-IIG.	1
	S₩	x		N/A	Update to Continental Crosswalk per SDM-IIG.	]
Erie Street & Kone Street	NW	x		N/A		]
	NE		x	Туре А		1
	SE	X	x	N/A		4
Erie Street & Jellett Street	- SW	x	· ···	N/A	Part of GJ 955	-
	NE			N/A	Part of GJ 955	1
	SE	x	i	N/A	Part of GJ 955	1
	SW	X		N/A	Port of GJ 955	]
ley East of Erie Street & Kane Street	NW		x	Type D		1
	NE		X	Type D N/A		4
	SE			N/A N/A		-
Frankfort Street & Orten Street	NW NW			N/A N/A		4
					Install5' wide contiguous sidewak per SDG-ISS to connect to existing sidewak dong east side of Frankfort St	
	NE		x	Туре А	Install5' wide contiguous sidewalk per SDG-155 to connect to existing sidewalk along east side of Frankfort St. north of intersection installpedestrian barricade per SDE-103 to prevent crossing Frankfort St.	C-
	SE	X		N/A	Installpedestrian barricade per SDE-103 to prevent crossing Frankfort St.	
Frankfort Street & Napler Street	SW			N/A N/A		AC WATER GROUP 1028
FIGHTIOFF STREET & NOPLER STREET	NW	x		N/A N/A	Installpedestrian barricade per SDE-103 to prevent crossing Frankfort St.	4 1
	SE	X		N/A	Installpedestrian barricade per sDE-103 to prevent crossing frankfort St.	CURB RAMPS
	SW			N/A		1
Frankfort Street & Milton Street	NW	X		N/A	Relocate stop limit line.	
	NE	X		N/A		CITY OF SAN DIEGO, CALIFORNIA MATER
	SE	X		N/A	Relocate stop limit line.	PUBLIC WORKS DEPARTMENT SHEET 30 OF 33 SHEETS SEWER
Frankfort Street & Lister Street	SW NW	X	x	N/A Type A		
	NE		x	Type CI	Move Stop limit line.	FOR CITY ENGINEER DATE PROJECT MAKE
	SE		x		Make suce pavement is flush with walk way	PRINT NAME RCEA
	SW		x	Type A	Move Stop limit line	DESCRIPTION BY APPROVED DATE FLMED PROJECT EXCM
Frankfort Street & Kone Street	NW		x	Type A		ORIGINAL RECORD
	NE	X		N/A	Relocate Stop limit Line	
	SE		× ×	Type A	Instaliretaining wall. Relocate stop limit line. Instali57 wide contiguous sidewalk per SDC-155.	CENTRACTOR DATE STATED SLEETOC

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Intersection		Existing Curb Ramp	Install Curb Ramp	Туре	Notes	
Frankfort Street & Jeliett Street	ŃW	Х	CUPB Ramp	N/A		
	NE	x		N/A		4
	SE	x		N/A		4
Galveston Street & Gardena Avenue	NW	x		N/A N/A		4
	NE	X	<del> </del>	N/A	Installpedestrian barricade per SDE-103 to prevent crassing Galveston St. Install5' wide configuous sidewalk per SDC-155 to connect to existing sidewalk along south side of Gardena Ave., east of intersection.	4
	SE		X	Туре В	Install's wide contiguous sidewalk per SDG-155 to connect to existing sidewalk along south side of Gardena Ave., east of intersection.	4
Galveston Street & Ashton Street	SW NW			N/A N/A		l .
DOIVESTON STREET & ASITON STREET	NE			N/A		1
8	SE		1	N/A		
	SW			N/A N/A		
Galveston Street & Orten Street	NW NE	x		N/A N/A	Install pedestrian barricade per SDE-103 to prevent crossing Galveston St.	
	SE	x		N/A		
	SW		x	Type A	Relocate stop line.	
Galveston Street & Napler Street	NW	×		N/A N/A	Instal pedestrian barricade per SDE-103 to prevent crossing Galveston St.	
	SE		x	Type B		
	SW	x		N/A		
Galveston Street & Milton Street	NW			N/A		
	NE SE			N/A N/A	Relocate stop line.	
	SW		1	NZA NZA		1
Galveston Street & Lister Street	N₩			N/A		1
	NE SE		x	Type 8 N/A		i
	SE SW		x	N/A Type A	Make sure povement is flush with walk-way.Installpedestrian barricade per SDE-103 to prevent crossing Calveston St.	1 · · · · · · · · · · · · · · · · · · ·
Galveston Street & Kone Street	N₩	i x	-	N/A		
	NE	X	1	N/A		1
	SE	x	·	N/A N/A		1
Galveston Street & Jellett Street	NW			N/A N/A		1
	NE	x	Ì	N/A		1
	SE			N/A		4
Galveston Street & Inguif Street	SW		×	N/A Type A	Relocate stop limit line.	
davestor street a light street	NE		x	Type A	Relocate stop limit line. Relacate stop sign. Widen sidewalk per SDG-155 for 48' horizontal clearance from the power pole.	
	SE		X	Type A	Relocate stop limit line.	j -
Golveston Street & Huxley Street	SW NW		x	Type A Type B	Relocate stop limit line.	4
GOVESTON STERET & HOXIES STERET	NW		x	Type A	Relocate street name sign.	í -
	SE		x	Type A		1
	SW		X	Type B		4
Galveston Street & Clairemont Drive	NW			N/A N/A		1
	SE	x		N/A	Relocate stop limit line and stop legend marking. Install Pedestrian Barricades (SDE-103).	1
	SW		x	Directional A	Install Pedestrian Barricades (SDE-103).	4
Magdalene Way & Gardena Avenue	NW	x		N/A N/A	Relocate stop line and stop legend marking.	1
	SE			N/A	Relocate stop line and stop legend marking.	1
	SW			N/A		1
Magdalene Way & Orten Street	NW		×	Type B	Install 5' wide contiguous sidewalk per \$30-155 to connect to existing sidewalk along north side of Orten St., west of Intersection.	4
	NE	1	×	Туре В	Install5' wide contiguous sidewalk per SDG-155 to connect to proposed sidewalk west of intersection and existing sidewalk east of intersection, along north side of Orten St.	1
	SE		X	Type A	Modified Type A with one curb ramp wing. See Sheet 32 for Modified Type-A detail.	1
Hartford Street & Milton Street	SW			N/A N/A	Installpedestrian barricade per SDE-103 to prevent crossing Milton St.	1
	NE			N/A	Perforpedeention but house per soletion to prevent or oscing minori 31.	1
	SE	X	1	N/A	Install pedestrian barricade per SDE-103 to prevent crossing Milton St.	1
Hortford Street & Lister Street	SW			N/A N/A		÷
	NW		<u> </u>	N/A N/A	ф. н. ж	1
	SE			N/A		jl
Hartford Street & Kane Street	SW			N/A N/A		AC WATER GROUP 1028
Normord Street & Kane Street	NW			N/A N/A		4 1
	SE			N/A		CURB RAMPS
Hartford Street & Jellett Street	SW		1	N/A N/A		4
Harriora Sireer & Selett Sireer	NE			N/A N/A		CITY OF SAN DIEGO, CALIFORNIA
	SE			N/A		CITY OF SAN DIEGO, CALIFORNIA WATER PUBLIC WORKS DEPARTMENT SHEET 31 OF 33 SHEETS WAS
	SW			N/A		SHEET 31 OF 33 SHEETS MAS
Hartford Street & Ingulf Street	NW			N/A N/A	- Outeende oder Kon	FOR CITY ENGINEER DATE PROJ
	NE SE	X		N/A	Relocate stop line.	PRINT NAME RCEA
	S₩	x		N/A	Relocate stop line.	OESCRIPTION BY APPROVED DATE FILMED PROJ ORIGINAL REVEX SFE
Hartford Street & Huxley Street	NW	X		N/A		ORIGINAL PRZCK SEE
	NE SE	x	+	N/A N/A		SEE
	SW	<u>x</u>		N/A	CONTRACTOR	

	1	Existing Curb Ramp	Instali Curb Ramp	Туре	Notes
Illion Street & Orten Street	NW	X		N/A	
	NE SE		x	Type B	
	SW	x		N/A N/A	Rejocate stap limit line, installpedastrian barricade per SDE-103 to prevent crossing llion St.
ingulf Place & Ingulf Street	NW		x	Type B	Allandscoping to be removed from ROW.
	NE SE			NZA NZA	
	SW		x	Type A	Install pedestrian barricade per SDE-103 to prevent crossing Ingulf PL
Penrose Street & Penrose Court	NW NE		x x	Type B	Installrataining ourb behind ramp, fix broken concrete at aross gufter at bottom of konding provide 36 clearance by fire hydrant, relacate the Street name sign.
	SE		<u>x</u>	Type A Type A	installarefuning durb behind to prid fanding to restain the solong landscape. Fix broken concerte of the cross guitter at bottom of the andre sign.
	SW			N/A	Install pedestrian barricode per SDE-103 to prevent crossing Penrose St.
nrose Street.Field Street & Tokalon Street	NW NE		x x	Type A	Installretaining curb behind ramp, fix broken concrete at cross gutter at bottom of landing Repair cross-gutter per SDG-157 to fix ponding and push water away from curb ramp.
	SE		x	Type A	
Tokalon Street & Jellett Street	SW NW		x x	Туре А Туре А	
forcion street a deneri street	NE		x	Cose 8	
	SE		x	Type A	Installretaining curb behind Curb Ramp. Install pedestrign barriadde per SDE-103 to prevent crossing Jellett St.
Tokolon Street & Huxley Street	SW NW			N/A Type B	
	NE		X	Type A	Fix the broken concrete of the cross gutter at the bottom of the landing.
	SE		x	Туре А	Installo retaining curb behind top landing to retain the slaping landscape, fix the broken concrete of the cross gutter at the bottom of the landing. Install pedestrian barricode per SDE-103 to prevent crossing Tokalon St.
	SW			N/A	
y East of Galveston Street & Huxley Street	NW		x	Type D	
	NE SE		<u>x</u>	Type D	
	SW			Type D Type D	
Field Street & Field Court	NW		x	Type A	
	NE SE			Type A Type Cl	
	SW		x	Type CI	
Field Street & Field Court	NW			N/A N/A	
			— x	Type B	Place curb ramp before or offer curb return.
	SE [				
	SE SW			Type B	Place curb ramp before ar after curb return.
	SE SW			Type B	Place curb ramp before or offer curb return.
	SE SW			Туре В	Place curb ramp before or offer curb return.
	SE SW			Type B	Place curb ramp before or after curb return.
· · · · · · · · · · · · · · · · · · ·	SE SW			Type B	Place curb ramp before or after curb return.
	SW			Type B	Pioce curb romp before or offer curb roturn.
	SE SW			Type B	Pioce curb ramp before or offer curb return.
	Sw [	LINE			Place curb ramp before or offer curb return.
RETAINING CURB	SW SW			Туре В	Place curb ramp before or offer curb return.
	SW SW	OLITHIC CURB		Туре В	Picce curb romp before or offer curb roturn.
GRASS AREA	SW SW	OLITHIC CURB			Picce curb ramp before or offer curb return.
GRASS AREA	SW SW	OLITHIC CURB			Picce curb ramp before or offer curb return.
GRASS AREA	SW SW	OLITHIC CURB			Piace curb ramp before or offer curb return.
			X	Type B	Picce curb romp before or offer curb roturn.
GRASS AREA	SW SW			Type B	Pioce curb ramp before or offer curb raturn.
GRASS AREA			X	Type B	Picce curb ramp before or offer curb return.
GRASS AREA			X IVEWAY TRANCE	Type B	Place curb ramo before or affer curb return.
GRASS AREA		UITHIC CURB	IVEWAY TRANCE E WAY OCATE GUY	Type B	Place curb ramo before or affer curb return.
GRASS AREA		LIN TRANSITION LANDING LANDING MAGDALENE SOGGE TO REL	X IVEWAY TRANCE E WAY OCATE GUY POEDESTRIAN	Type B	Place curb ramo before or affer curb return.
GRASS AREA		UITHIC CURB	X IVEWAY TRANCE E WAY OCATE GUY POEDESTRIAN	Type B	Pode curb ramp before or offer curb return.
GRASS AREA		LIK DRIVER	X IVEWAY TRANCE E WAY OCATE GUY POEDESTRIAN	Type B	Place curb ramp before or affer curb return.
PRASS AREA	ROPERTY I	LIK DRIVER	X IVEWAY TRANCE E WAY OCATE GUY POEDESTRIAN	Type B	Place curb ramp before or after curb return.
PRASS AREA	SIDEWA	LIK DRIVER	X IVEWAY TRANCE E WAY OCATE GUY POEDESTRIAN		Place curb rand before or offer curb return.
BRASS AREA BILL SEE SDD-B2 SECTION A-A NOTES LISEE SOCI-BD FOR ADDITIONAL CURB RAMPS DETAILS AND INFORMATION.	ROPERTY I	ALTHIC CURB	X IVEWAY TRANCE E WAY OCATE GUY POEDESTRIAN		Place curb rano before or offer curb return.
BRASS AREA	ROPERTY I	ALTHIC CURB	X IVEWAY TRANCE E WAY OCATE GUY POEDESTRIAN		Pice curb rans before or offer curb return.
BRASS AREA BILL SEE SDD-B2 SECTION A-A NOTES LISEE SOCI-BD FOR ADDITIONAL CURB RAMPS DETAILS AND INFORMATION.	ROPERTY I	ALTHIC CURB	X IVEWAY TRANCE E WAY OCATE GUY POEDESTRIAN		Pipes curb rans before or offer curb return.
BRASS AREA BILL SEE SDD-B2 SECTION A-A NOTES LISEE SOCI-BD FOR ADDITIONAL CURB RAMPS DETAILS AND INFORMATION.	ROPERTY I	ALTHIC CURB	X IVEWAY TRANCE E WAY OCATE GUY POEDESTRIAN	Type B	Pice curb roms before or offer curb roturn.
BRASS AREA BILL SEE SDD-B2 SECTION A-A NOTES LISEE SOCI-BD FOR ADDITIONAL CURB RAMPS DETAILS AND INFORMATION.	ROPERTY I	ALTHIC CURB	X IVEWAY TRANCE E WAY OCATE GUY POEDESTRIAN		Pipes curb rans before or offer curb return.

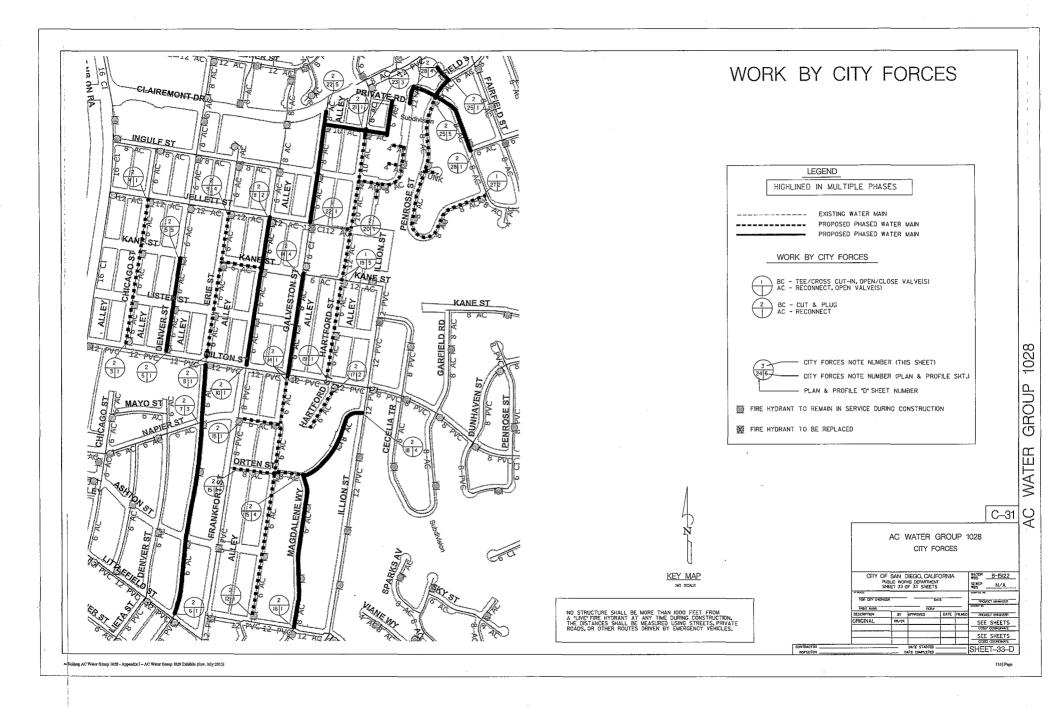
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# ATTACHMENT F

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AC Water Group 1028 Attachment F – Intentionally Left Blank (Rev. Nov. 2013)

# ATTACHMENT G

# **CONTRACT AGREEMENT**

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# CONTRACT AGREEMENT

# **CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Ortiz Corporation</u>, herein called "Contractor" for construction of **AC Water Group 1028**; Bid No. **K-16-1454-DBB-3**, in the amount of <u>FIVE MILLION</u> <u>SEVEN HUNDRED FORTY TWO THOUSAND SIX HUNDRED NINETY FOUR AND 80/100</u> (\$5,742,694.80), which is comprised of the Base Bid alone.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Phased Funding Schedule Agreement
  - (e) That certain documents entitled **AC Water Group 1028**, on file in the office of the Public Works Department as Document No. **B-15122**, 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 **AC Water Group 1028**; Bid Number **K-16-1454-DBB-3**, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

## **CONTRACT AGREEMENT (continued)**

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

THE CITY OF SAN DIEGO

Bv Albert P. Rechally

Deputy Director Public Works Department

12016 Date:

CONTRACTOR

ancili By

Print Name: Marcelino E. Ortiz

Title: President

Date: 05/27/2016

City of San Diego License No.: B1996008117

State Contractor's License No.: 602454

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001045

- Bidding AC Water Group 1028 Attachment G - Contract Agreement (Rev. Nov. 2013)

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By

Print Name: Pedro De Lara, Jr.

Deputy City Attorney

Date: 6/10/16

#### **CERTIFICATIONS AND FORMS**

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

#### **Bidder's General Information**

#### To the City of San Diego:

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

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

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

State of California

County of San Diego

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

#### **DRUG-FREE WORKPLACE**

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

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

#### **CONTRACTOR CERTIFICATION**

## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

- --

#### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

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

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

### AFFIDAVIT OF DISPOSAL

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

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

(Name of Project or Task)

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

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

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

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

 \_\_\_\_\_\_ Contractor

 by

 ATTEST:

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

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared

known to me to be the

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

Contractor

# **ELECTRONICALLY SUBMITTED FORMS**

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

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

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

## B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

## C. EQUAL BENEFITS ORDINANCE - CERTIFICATION OF COMPLIANCE

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

#### **BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

That Ortiz Corporation	_as Principal, and
International Fidelity Insurance Company	as Surety, are

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

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

AC Water Group 1028 / K-16-1454-DBB-3

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

SIGNED AND SEALED, this	April	day of	25th	20	16

Ortiz Corporation

Ware

(SEAL)

International Fidelity Insurance Company (SEAL)

0.5.1

(Principal)

(Signature)

(Surety) Bart Stewart, Attorney-in-Fact (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

#### MOLLY CASHMAN, BART STEWART

#### Encinitas, CA.

el (973) 624-7200

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attomey is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly of August, 2000;

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of Attorneys-In-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-In-fact with authority to execute walvers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



ROBERT W. MINSTER Chlef Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereinto set my hand affixed my Official Seal at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEN My Commission Expires April 16, 2019

#### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

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MARIA BRANCO, Assistant Secretary

# 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 04/25/2016 \_\_\_\_\_ before me, Brittany Aceves, Notary Public

personally appeared Bart Stewart

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)(s)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.

hand official seal. (Notary Public Seal) Notary Public Signature

BRITTANY ACEVES Commission No. 2044569 NOTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY Commission Expires October 7, 2017

# 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

2015 Version-www-NotaryClasses.com-800-873-9865-

#### 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. Acknolwedgents 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.

#### CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

#### CHECK ONE BOX ONLY.

X

m

- 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:

Dare or CLADE	A LOCATION #1	DESCRIPTION OF QUERN &	Linication VANLet	STATUS	ARESOLUTION REMEDIALS
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			and product weather strategy of the state of		

Contractor Name: Ortiz Corporation

Marcelino Ortiz President Certified By Title Name Mari Date April 26, 2016 Signature

#### USE ADDITIONAL FORMS AS NECESSARY

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact: CITY OF SAN DIEGO

#### EQUAL BENEFITS PROGRAM

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

	COMPA	W INFORM	MION	
Company Name: Orti:	z Corporation		Contact Name: Jose C	rtiz
Company Address: 20	000 McKinley Avenue,		Contact Phone: (619) 4	34 - 7931
N	lational City, CA 91950		Contact Email: Jose@(	ortizcorporation.com
	CONTRA	<b>GUINFORM</b>	INTION	
Contract Title: AC	Water and Sewer Group 1028	1	Star	t Date:
Contract Number (if n	o number, state location): K-16-148	54-D8B-3	End	Date:
	SUMMARY OF EQUAL BEN	EFIIS ORD	INANCE REQUIREMENTS	
	dinance [EBO] requires the City to en as defined in SDMC §22.4302 for the			they will provide and
<ul> <li>Benefits include travel/relocation</li> <li>Any benefit not</li> <li>Contractor shall pro- enrollment period</li> <li>Contractor shall all</li> <li>Contractor shall all</li> <li>Contractor shall su</li> </ul>	low City access to records, when request bmit <i>EBO Cartification of Compliance</i> is provided for convenience. Full	on/401(k) plans; ns; credit union ; required to be on cy in the workp sted, to confirm , signed under p	bereavement, family, parental leave membership; or any other benefit. offered to an employee with a dome lace and notify employees at time of compliance with EBO requirements benalty of perjury, prior to award of	stic partner. of hire and during open a. contract.
	CONTRACTOR EQUAL BEN	EFITS ORD	INANCE CERTIFICATION	
Please indicate your fin	m's compliance status with the BBO. T	he City may rec	quest supporting documentation.	
🛛 🛛 🖾 I affi	irm compliance with the BBO because	my firm (contra	actor must select one reason):	
1	Provides equal benefits to spouses a			
	D Provides no benefits to spouses or o	-		
	Has no employees.			
	<ul> <li>Has collective bargaining agreement expired.</li> </ul>	nt(s) in place pri	ior to January 1, 2011, that has not b	een renewed or
mad the a	uest the City's approval to pay affected e a reasonable effort but is not able to p vailability of a cash equivalent for ben y reasonable effort to extend all availab	provide equal be efits available to	mefits upon contract award. I agree to spouses but not domestic partners	o notify employees of
with the execution, awa Under penalty of perjur firm understands the re contract or pay a cash e Marcelino	ntractor to knowingly submit any false i rd, amendment, or administration of ar y under laws of the State of California, quirements of the Equal Benefits Ordi quivalent if authorized by the City. Ortiz/President	by contract. [Sai , I certify the ab	n Diego Municipal Code §22.4307(a nove information is true and correct. provide and maintain equal benefit	)] I further certify that my
	FOROFRIC	TAL CITY (	SECONEN	
Receipt Date: I	3BO Analyst:	Approved	D Not Approved – Reason:	

(Rev 02/15/2011

# **City of San Diego**

CITY CONTACT: Michelle Muñoz – Contract Specialist, Email: MichelleM@sandiego.gov Phone No. (619) 533-3482, Fax No. (619) 533-3633

# ADDENDUM "D"





# FOR

# AC WATER GROUP 1028

BID NO.:	K-16-1454-DBB-3
SAP NO. (WBS/IO/CC):	B-15122
CLIENT DEPARTMENT:	2013
COUNCIL DISTRICT:	2
PROJECT TYPE:	KB

### **BID DUE DATE:**

2:00 PM

# MAY 10, 2016 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C SAN DIEGO, CA 92101

April 28, 2016

ADDENDUM "D"

Page 1 of 4

#### 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. NOTICE INVITING BIDS**

- 1. To Item 3, Estimated Construction Cost, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - 3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$6,754,000.

#### C. ADDITIONAL CHANGES

For clarity where applicable, **ADDITIONS**, if any, have been <u>Underlined</u> and **DELETIONS**, if any, have been <del>Stricken-out</del>.

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

Item Code	Item Description	Unit of Measure	Quantity	Reference
237310	Rubber Polymer Modified Slurry (RPMS) <u>Type I Over</u> Type III and Striping	SF	<del>685280</del> 569340	302-4.12.4
237310	Concrete Pavement	SF	<del>67000</del> 45905	302-6.8
237110	6-Inch Fire Service Connection & Assembly 6-Inch Fire Hydrant Assembly & Marker	EA	42	306-1.6
237110	8-Inch through 12-Inch Cut-in Tee by Contractor	EA	2 1	600-1.3.2.10
237110	6-Inch through 8-Inch Cut-in Tee by Contractor	EA	<del>38</del>	<del>600-1.3.2.10</del>
237110	12-Inch Cut-in Tee by Contractor	EA	<del>13</del> 2	600-1.3.2.10
237110	8-Inch Cut-in Tee by Contractor	EA	<del>13</del> 15	600-1.3.1.10
237110	<u>8-Inch through 12-Inch</u> <u>Connections to the Existing</u> <u>System by Contractor</u>	EA	<u>12</u>	<u>600-1.4.9</u>

Item Code	Item Description	Unit of Measure	Quantity	Reference
<u>237110</u>	Cut and Plug of the Existing System by Contractor	<u>EA</u>	<u>12</u>	<u>600-1.4.9</u>

James Nagelvoort, Director Public Works Department

Dated: *April 28, 2016* San Diego, California

JN/HMC/Lad

7

ADDENDUM "D"

# **City of San Diego**

CITY CONTACT: Michelle Muñoz – Contract Specialist, Email: MichelleM@sandiego.gov Phone No. (619) 533-3482, Fax No. (619) 533-3633





# FOR

# AC WATER GROUP 1028

BID NO.:	K-16-1454-DBB-3	
SAP NO. (WBS/IO/CC):	B-15122	
CLIENT DEPARTMENT:	2013	
COUNCIL DISTRICT:	2	
PROJECT TYPE:	KB	

## **BID DUE DATE:**

2:00 PM

## MAY 10, 2016 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.

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

James Nagelvoort, Director Public Works Department

Dated: *April 26, 2016* San Diego, California

JN/HMC/Lad

# **City of San Diego**

CITY CONTACT: Michelle Muñoz – Contract Specialist, Email: Michelle M@sandiego.gov\_ Phone No. (619) 533-3482, Fax No. (619) 533-3633

# ADDENDUM "B"





# FOR

# AC WATER GROUP 1028

K-16-1454-DBB-3
B-15122
2013
2
KB

# **BID DUE DATE:**

2:00 PM APRIL 26, 2016 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C SAN DIEGO, CA 92101

ADDENDUM "B"

#### 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. CLARIFICATIONS**

1. To the Bid Line Items in Planetbids, the zeros in the Unit Price have been removed.

James Nagelvoort, Director Public Works Department

Dated: *April 26, 2016* San Diego, California

JN/HMC/Lad

# **City of San Diego**

CITY CONTACT: Michelle Muñoz - Contract Specialist, Email: MichelleM@sandiego.gov Phone No. (619) 533-3482, Fax No. (619) 533-3633



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# AC WATER GROUP 1028

BID NO.:	K-16-1454-DBB-3
SAP NO. (WBS/IO/CC):	B-15122
CLIENT DEPARTMENT:	2013
COUNCIL DISTRICT:	2
PROJECT TYPE:	КВ

### **BID DUE DATE:**

2:00 PM APRIL 26, 2016 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C SAN DIEGO, CA 92101

April 11, 2016

ADDENDUM "A"

Page 1 of 3

# **ENGINEER OF WORK**

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

6 Seal: City Engineer Date For



April 11, 2016 - Bidding AC Water Group-1028ADDENDUM "A"

#### 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.** NOTICE INVITING BIDS

- 1. To Item 3, Estimated Construction Cost, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - 3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$7,007,000.

#### C. ADDITIONAL CHANGES

1. For clarity where applicable, **ADDITIONS**, if any, have been <u>Underlined</u> and **DELETIONS**, if any, have been <del>Stricken out</del>. The following are changes in the Line Items Tab in PlanetBids.

Item Code	Item Description	Unit of Measure	Quantity	Reference
237310	<u>Cold Mill AC Pavement (0"-1</u> <u>½").</u>	<u>SF</u>	<u>92054</u>	<u>302-1.12</u>
<del>237110</del>	Video inspecting pipelines and culvert for Acceptance	LF	22535	<del>306.9.7</del>
237310	1-1/2 Inch Asphalt Concrete Overlay and Striping	<del>SF</del> <u>TON</u>	<del>118680</del> <u>834</u>	302-5.9
237110	Handling and Disposal of Non- friable Asbestos Material	LF	<u>22535</u>	<u>708-6</u>
237110	Highlining by the Contractor	LS	1	600-1.2.2.10

James Nagelvoort, Director Public Works Department

Dated: *April 11, 2016* San Diego, California

JN/HMC/Lad

Item Num	Section	item Code	Description	Unit of Measure	Quantity	Unit Price	Line Tot
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	\$48,000.00	\$48,000.
2	Main Bid	238990	Video Recording of Existing Conditions	LS	1	\$5,500.00	\$5,500.0
3	Main Bid	237310	Traffic Control	LS	1	\$25,000.00	\$25,000
4	Main Bid	237310	Portable Changeable Message Signs (PCMS) - Type I	AL	1	\$2,000.00	\$2,000.
5	Main Bid	238990	Community Sign	EA	1	\$1,200.00	\$1,200.
6	Main Bid	237310	Mobilization	LS	1	\$55,000.00	\$55,000
7	Main Bid		Field Orders - Type II	AL	1	\$350,000.00	\$350,00
8	Main Bid	237310	Additional Pavement Removal and Disposal	СҮ	120	\$30.00	\$3,600
9	Main Bid	237310	Adjusting Existing Gate Valve Cover to Grade	EA	5	\$600.00	\$3,000
10	Main Bid	237310	Asphalt Pavement Repair	TON	50	\$285.00	\$14,250
11	Main Bid	237310	pber Polymer Modified Slurry (RPMS) TYPE 1 Over Type III and Strip	SF	569340	\$0.35	\$199,26
12	Main Bid	237310	Pavement Restoration Adjacent to Trench	SF	5000	\$8.00	\$40,00
13	Main Bid	237310	1-1/2 Inch Asphalt Concrete Overlay and Striping	TON	834	\$122.00	\$101,74
14	Main Bid	237310	Concrete Pavement	SF	45905	\$8.00	\$367,24
15	Main Bid	237310	Pavement Fabric	SY	7444	\$3.00	\$22,33
16	Main Bid	237310	Curb & Gutter (6-Inch Curb, Type B)	LF	175	\$35.00	\$6,12
17	Main Bid	237310	Cross Gutter	SF	1000	\$15.00	\$15,00
18	Main Bid	237310	Residential Concrete Driveway	SF	500	\$12.00	\$6,00
19	Main Bid	237310	New Sidewalk Installation	SF	1625	\$10.00	\$16,25
20	Main Bid	237310	Curb Ramp Type A with Detectable Warning Tiles	EA	38	\$2,850.00	\$108,30
21	Main Bid	237310	Curb Ramp Type B with Detectable Warning Tiles	EA	18	\$2,850.00	\$51,30
22	Main Bid	237310	Curb Ramp Type C1 with Detectable Warning Tiles	EA	4	\$2,950.00	\$11,80
23	Main Bid	237310	Curb Ramp Type C2 with Detectable Warning Tiles	EA	1	\$2,850.00	\$2,85
24	Main Bid	237310	Curb Ramp Type D with Detectable Warning Tiles	EA	6	\$2,550.00	\$15,30
25	Main Bid	237310	Curb Ramp Type Case B with Detectable Warning Tiles	EA	1	\$2,850.00	\$2,85
26	Main Bid	237310	Pedestrian Barricade (SDE-103)	EA	17	\$550.00	\$9,35
27	Main Bid	237110	Additional Bedding	CY	626	\$15.00	\$9,39
28	Main Bid	237310	Temporary Resurfacing	TON	1200	\$125.00	\$150,0
29	Main Bld	237110	Imported Backfill	TON	1500	\$25.00	\$37,50
30	Main Bid	237110	8-Inch Water Main, Class 235 (3ft to 5ft Depth of Cover)	LF	5460	\$80.00	\$436,8
31	Main Bid	237110	8-Inch Water Main, Class 305 (3ft to 5ft Depth of Cover)	LF	15747	\$84.50	\$1,330,6
32	Main Bid	237110	12-Inch Water Main, Class 235 (3ft to 5 ft Depth of Cover)	LF	54	\$340.00	\$18,36
33	Main Bid	237110	12-Inch Water Main, Class 305 (3ft to 5 ft Depth of Cover)	LF	1274	\$105.00	\$133,7
34	Main Bid	237110	6-Inch Fire Hydrant Assembly & Marker	EA	42	\$7,600.00	\$319,20
35	Main Bid	237110	8-Inch Gate Valve	EA	41	\$1,500,00	\$61,50

	Attachments	
File Title	File Name	File Type
Certification of Pending Actions	Certification of Pending Actions.pdf	General Attachments
Equal Benefits Ordinance	Equal Benefits Ordinance.pdf	General Attachments
Bid Bond	Bidders Bond.pdf	Bid Bond

Bid Format	Submitted Date	Delivery Method	Responsive	Status	Confirmation #	Ranking
Electronic	May 10, 2016 1:52:35 PM (Pacific)			Submitted	79793	0

Respondee	Respondee Title	Respondee Phone	Respondee Email
Brian Jurlina	Estimator	619-669-5750	brian@ortizcorporation.com

VendorID	Company Name	Address	City	ZlpCode	Contact	Phone	Fax Email Vendor Type	4
288594	ORTIZ CORPORATION	2000 McKinley Av	National City	91950	Jose Ortiz	619-434-7925	619-434-7931 Jose@ortizcorporation.com PQUAL,Local	

Bid Results for Project AC Water Group 1028 (K-16-1454-DBB-3) Issued on 04/05/2016 Bid Due on May 10, 2016 2:00 PM (Pacific) Exported on 05/10/2016

· · · · · · · · · · · · · · · · · · ·	<u></u>					Subtotal	\$5,742,694.80
60	Main Bid	237110	Cut and Plug of the Existing System by Contractor	EA	12	\$3,500.00	\$42,000.00
59	Main Bid	237110	Contractor	EA	12	\$3,950.00	\$47,400.00
			8-Inch through 12-Inch Connections to the existing System by			+	+ +
58	Main Bid	237110	Highlining by the Contractor	LS	1	\$147,000.00	\$147,000,00
57	Main Bid	237110	Handling and Disposal of Non-friable Asbestos Material	LF	22535	\$8.00	\$180,280.00
56	Main Bid	237310	Cold Mill AC Pavement (0-1 1/2")	SF	92054	\$0.45	\$41,424.30
55	Main Bid	237990	Water Pollution Control Program Implementation (WPCP)	LS	1 1	\$7,500.00	\$7,500.00
54	Main Bid	541330	Water Pollution Control Program Development (WPCP)	LS	1	\$700.00	\$700.00
53	Main Bid	237110	8-Inch Cut-in Tee by Contractor	EA	15	\$8,600.00	\$129,000.00
52	Main Bid	237110	12-Inch Cut-in Tee by Contractor	EA	2	\$12,400.00	\$24,800,00
51	Main Bid	237110	6-Inch through 12-Inch Cut-in Tee by Contractor	EA		\$8,000,00	\$16,000.00
50	Main Bid	237110	8-Inch through 12-Inch Cut-in Tee by Contractor	EA	1	\$13,000,00	\$13,000.00
49	Main Bid	237110	8-Inch Cross by Contractor	EA		\$6,900.00	\$13,800.00
48	Main Bid	237110	12-Inch Cross by Contractor	EA	1	\$14,000.00	\$14,000.00
47	Main Bid	237110	8-Inch throuh 12-Inch Cross by Contractor	EA	1	\$11,500.00	\$11,500.00
46	Main Bid	237310	Continental Crosswalk	SF	500	\$4.00	\$2,000.00
45	Main Bid	237310	Painted Pavement Markings	SF	1350	\$4.00	\$5,400.00
44	Main Bid	237310	Removal of Pavement Markings	SF	1350	\$4,330.00	\$5,400.00
43	Main Bid	237110	2-Inch Air & Vacuum Valve	EA EA	4	\$4,350.00	\$17,000.00
42	Main Bid	237110	2-Inch Blow-off Valve Assembly	EA		\$400.00	\$12,000.00
40 41	Main Bid	237110	Water Meter Boxes	EA EA	30	\$750.00	
<u>39</u>	Main Bid Main Bid	237110	1-Inch Water Service 1-Inch Water Service Transfer	EA	541	\$1,835.00	\$992,735.0
38	Main Bid	237110	Removal of Abandoned Water Meter Box	EA	9	\$400.00	\$3,600.00
37	Main Bid	237110	Removal or Abandonment of Existing Water Facilities	LS	1	\$1,100.00	\$1,100.00
36	Main Bid	237110	12-Inch Gate Valve	EA	<u> </u>	\$2,750.00	\$16,500.00

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			Subcontractors		한 변수는 방험이 가지요.		
Name	Description	License Num	Amount	Туре	Address	City	ZipCode
McGrath Consulting	WPCP Plan	0	\$495.00	ELBE,SDB	PO BOX 2488	El Cajon	92021
All American Asphait	Slurry Seal	267073	\$133,641.00	CAU, MALE, CADIR	PO Box 2229	Corona	92878
Luzaich Striping, Inc. dba LSI Road							
Marking	STriping —		\$24,766.00	PQUAL	P.O. Box 2426	El Cajon	92021
RAP Engineering, Inc.	Asphalt	880956	\$378,000.00	LAT, MALE, ELBE, PQUAL, DBE, MBE, CADIR	503 E. Mission Road	San Marcos	92069
YBS Concrete, Inc.	Concrete Flatwork	885270	\$599,618.00	PQUAL,SLBE	365 E. J Street	Chula Vista	91910
Bonita Pipeline, Inc.	AC Pipe removal	817325	\$167,000.00		2209 Highland Ave.	National City	91950
Rectrucking inc	trucking	0	\$65,000.00	LAT,MALE,ELBE	1128 2nd ave	Chula vista	91911

Self-Performance
77.30%