City of San Diego

| CONTRACTOR'S NAME: KTA Construction, Inc. | |
|---|-----------------------------------|
| ADDRESS: 821 Tavern Rd. Alpine, California 91901 | |
| TELEPHONE NO.: <u>619-562-9464</u> | FAX NO.: |
| CITY CONTACT: Antoinette Sanfilippo, Contract Specialist, | , Email: ASanfilippo@sandiego.gov |
| Phone No. (619) 533-3439, Fax No. (619) 53 | 33-3633 |

J. Jarrell / R. W. Bustamante / LJI

BIDDING DOCUMENTS



ORIGINAL

FOR

AC WATER GROUP 1018A



| BID NO.: | K-17-1579-DBB-3 | |
|----------------------|-----------------|--|
| SAP NO. (WBS/IO/CC): | B-16146 | |
| CLIENT DEPARTMENT: | 2100 | |
| COUNCIL DISTRICT: | 2 | |
| PROJECT TYPE: | КВ | |

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- > PHASED-FUNDING
- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- > APPRENTICESHIP

BID DUE DATE:

2:00 PM

MAY 2, 2017 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

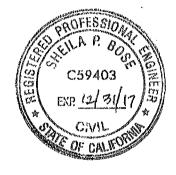
ENGINEER OF WORK

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

For City Engineer

3/22/ Date

Seal



Bld No. K-17-1579-DBB-3 AC Water Group 1018A 2 | Page

| SECT | ION . | PAG | Ē |
|------|-------|---|---|
| 1. | ΝΟΤ | ICE INVITING BIDS4 | |
| 2. | INST | RUCTIONS TO BIDDERS7 | |
| 3. | PERF | ORMANCE AND PAYMENT BONDS17 | |
| 4. | ATTA | CHMENTS: | |
| | Α. | SCOPE OF WORK | |
| | В. | PHASED FUNDING PROVISIONS | |
| | C. | INTENTIONALLY LEFT BLANK | |
| | D. | PREVAILING WAGES | |
| | E. | SUPPLEMENTARY SPECIAL PROVISIONS | |
| | | 1. Appendix A - Notice of Exemption47 | |
| | | 2. Appendix B - Fire Hydrant Meter Program50 | |
| | | 3. Appendix C - Materials Typically Accepted by Certificate of Compliance64 | |
| | | 4. Appendix D - Sample City Invoice66 | |
| | | 5. Appendix E - Location Maps68 | |
| | | 6. Appendix F - Adjacent Projects70 | |
| | | 7. Appendix G - Advanced Metering Infrastructure (AMI) Device Protection75 | |
| | | 8. Appendix H - Sample of Public Notice82 | |
| | | 9. Appendix I - Exhibit Drawings84 | |
| | F. | INTENTIONALLY LEFT BLANK | |
| | G | CONTRACT AGREEMENT | |
| 5. | CERT | TFICATIONS AND FORMS | |

TABLE OF CONTENTS

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 1018A.** 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 web site: <u>http://www.sandiego.gov</u>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$5,590,000**.
- 4. BID DUE DATE AND TIME ARE: MAY 2, 2017 at 2:00 PM
- 5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- 6. LICENSE REQUIREMENT: The City has determined that the following licensing classification is required for this contract: A or C34
- **7. SUBCONTRACTING PARTICIPATION PERCENTAGES**: Subcontracting participation percentages apply to this contract.
 - **7.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

| 1. | SLBE participation | 7.9% |
|----|-------------------------------|-------|
| 2. | ELBE participation | 14.4% |
| 3. | Total mandatory participation | 22.3% |

- **7.2.** The Bid may be declared non-responsive if the Bidder fails the meet the following requirements:
 - **7.2.1.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - **7.2.2.** Submit 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, 2017Time:10:00 AMLocation:1010 Second Avenue, 14th Floor, San Diego, CA 92101 (Large
Conference Room)

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

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 the Base Bid plus all the Alternates.
- **9.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone; or for the Base bid plus one or more alternates.

10. SUBMISSION OF QUESTIONS:

10.1. The Director (or Designee) of 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. Any questions related to this solicitation shall be submitted to:

Public Works Contracts 1010 Second Avenue, 14th Floor San Diego, California, 92101 Attention: Juan E. Espindola

OR:

JEEspindola@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.

12. ADDITIVE ALTERNATES:

- **12.1.** The additive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.
- **12.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

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>[™].
- 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 on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

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

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- **5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- **6. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 7-6, "The Contractors Representative" in The GREENBOOK and 7-6.1 in The WHITEBOOK.
- 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") <u>http://www.greenbookspecs.org/</u> | 2015 | PWPI070116-01 |
| City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook | 2015 | PWPI070116-02 |
| City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw | 2016 | PWPI070116-03 |
| Citywide Computer Aided Design and Drafting (CADD) Standards <u>https://www.sandiego.gov/publicworks/edocref/drawings</u> | 2016 | PWPI092816-04 |
| California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html | 2015 | PWP1092816-05 |
| CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html | 2015 | PWPI092816-06 |
| California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/ | 2014 | PWPIO92816-07 |
| NOTE: *Available online under Engineering Docum <u>http://www.sandiego.gov/publicworks/edocref/in</u> | | |

11. CITY'S RESPONSES AND ADDENDA: The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.

| AC Water Group 1018A | |
|---|--|
| Instruction to Bidders (Rev. Feb. 2017) | |

- **12. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- **13. CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

14. SUBCONTRACTOR INFORMATION:

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

- **14.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- **15. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

16. AWARD:

- **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) FOR DESIGN-BID-BUILD CONTRACTS:

- **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, cierical 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 abovementioned 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 Contractor Standards.
 - **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:

KTA Construction, a corporation, as principal, andThe Guarantee Company of North America USA, a corporation authorized to dobusiness in the State of California, as Surety, hereby obligate themselves, their successors andassigns, jointly and severally, to The City of San Diego a municipal corporation in thesum of Five Million Two Hundred Twenty Six Thousand One Hundred Seven Dollars and fiftycents (\$5,226,107.50)for the faithful performance of the annexed contract, and in the sum ofFive Million Two Hundred Twenty Six Thousand One Hundred Seven Dollars and fifty cents(\$5,226,107.50)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.

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

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

Dated May 17, 2017

Approved as to Form

nc. المرKTA Construction

Principal By

INALSON Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney By Deputy City Attorney

The Guarantee Company of North America USA

Surety anice/Martin, Attorney-in-fact 1800 Sutter Street, Suite 880

Sutter Street, Suite 880

Local Address of Surety

Concord, CA 94520

Local Address (City, State) of Surety

(818) 936-2845

Local Telephone No. of Surety

Premium \$40,970.00 Premium is for contract term and subject to adjustment based on final contract price.

Bond No.<u>12109264</u>

Approved:

Albert P. Rechany Deputy Director Public Works Contracts

AC Water Group 1018A Performance and Payment Bonds (Rev. Feb. 2017) 18 | Page

| | URPOSE ACKNOWLEDGMENT Civil Code § 1189 |
|--|--|
| A notary public or other officer completing this cert | tificate verifies only the identity of the individual who signed the nd not the truthfulness, accuracy or validity of that document. |
| STATE OF CALIFORNIA | |
| County of San Diego | } |
| On MAY 1 7 2017 before me, Lilia I | De Loera , Notary Public, |
| | sert Name of Notary exactly as it appears on the official seal |
| personally appeared Janice Martin | Name(s) of Signer(s) |
| LILIA DE LOERA COMM. #2047750 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY | who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/sxe subscribed to the within instrument and acknowledged to me that ke/she/tXeX executed the same in ks/her/tkeir authorized capacity(jes), and that by ks/her/tkeixsignature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |
| My Commission Expires NOVEMBER 29, 2017 | I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. |
| | Witness my hand and official seal. |
| Place Notary Seal Above | Signature Signature of Notary Public Lilia De Loera, Notary Public |
| (| OPTIONAL |
| Though the information below is not required by and could prevent fraudulent removal | law, it may prove valuable to persons relying on the document and reattachment of the form to another document. |
| Description of Attached Document | |
| Title or Type of Document: | |
| Document Date: | Number of Pages: |
| Signer(s) Other Than Named Above: | |
| Capacity(ies) Claimed by Signer(s) | |
| Signer's Name: □ Individual □ Corporate Officer — Title(s): □ Partner □ Limited □ General ✓ Attorney in Fact RIGHT THUMBPF □ Trustee OF SIGNER □ Guardian or Conservator Top of thumb her □ Other: | Individual Corporate Officer Title(s): Partner Limited General RINT Attorney in Fact Trustee OF SIGNER |
| | |
| | |



The Guarantee Company of North America USA Southfield, Michigan

POWER OF ATTORNEY

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

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

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

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

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

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

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

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



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

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Mc from

Concerturale

2017

STATE OF MICHIGAN County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

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



Cynthia A. Takai Notary Public, State of Michigan County of Oakland My Commission Expires February 27, 2018 Acting in Oakland County

Cynthia a. Takai

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee

Company of North America USA offices the day and year above written.

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



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this ^{17th} day of May

Concere Frienden

Randall Musselman, Secretary

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

AC Water Group 1018A Attachment A – Scope of Work (Rev. Nov. 2016) ېد ومې دو. د و د ود و د و د . . .

SCOPE OF WORK

- 1. **SCOPE OF WORK:** AC Water Group 1018A consists of installation of 18,490 Linear Feet (LF) or (3.5 miles) miles of 8, 12-inch PVC (Polyvinyl Chloride) water main pipes, to replace the existing 6, 8-inch AC (Asbestos Concrete). All pipe, 18,490 LF is replace in place. Related work for reinstallation of fire hydrants, services, curb ramps, and other appurtenances, including street repair and/or resurfacing.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids and Exhibits in Appendix "I" inclusive.
- 2. ESTIMATED CONSTRUCTION COST: The City's estimated construction cost for this project is \$5,590,000.
- 3. LOCATION OF WORK: The location of the Work is as follows:

See Location Map per Appendix E.

- 4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **308 Working Days**.
 - **4.1. CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid, appropriate licenses at the time that the Bid is submitted. Failure to possess the specified licenses may render the Bid as **non-responsive** and ineligible for award.
 - **4.2.** The City has determined that the following licensing classifications are required for this contract:

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

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

ATTACHMENT B

PHASED FUNDING PROVISIONS

AC Water Group 1018A Attachment B – Phased Funding Provisions (Rev. Nov. 2016)

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:

First Phased Funding Schedule Agreement

Final Phased Funding Schedule Agreement

NOTE: THIS IS A SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM.

The particulars left blank in this sample such as the total number of phases, and the amounts assigned to each phase will be completed with funding specific information from the Pre-Award Schedule and subsequent Schedules submitted to and approved by the City.

BID NUMBER:_

CONTRACT OR TASK TITLE:_____

CONTRACTOR:

| Funding Phase | Phase Description | Phase <u>Start</u> | Phase <u>Finish</u> | Not-to- Exceed Amount |
|------------------|-----------------------------------|-----------------------|------------------------|-----------------------------|
| 1 | | | | \$ |
| | Additional phases to be added | | | |
| | <u>to this form as necessary.</u> | | | |
| | | | | |
| | | | | |
| | | | Total | \$ |

Notes:

(1) "WHITEBOOK" 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.

| AC Water Group 1018A Attachment B – Phased Funding Provisions (Rev. Nov. 2016) | 24 Page |
|---|------------------|
| END OF PHASED FUNDING | |
| Date: | Date: |
| Department Name: | Title: |
| Project Manager | |
| Name: | Name: |
| Ву: | Ву: |
| CITY OF SAN DIEGO | CONTRACTOR |

ATTACHMENT C

INTENTIONALLY LEFT BLANK

AC Water Group 1018A Attachment C – Intentionally Left Blank

ATTACHMENT D

PREVAILING WAGES

AC Water Group 1018A Attachment D – Prevailing Wages (Rev. Nov. 2016)

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.
 - The wage rates determined by the DIR refer to expiration dates. If the 1.1.2. published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - **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 webbased 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

AC Water Group 1018A Attachment E - Supplementary Special Provisions (Rev. Feb. 2017)

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1. The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Contracts.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", item 54, "Normal Working Hours", 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.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the base Bid **AND** 50% of any alternates.
- **2-14.3 Coordination.** To the "WHITEBOOK", ADD the following:
 - 2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of this contract. See Appendix "F" for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Ingraham Street, James Bajet, 616-533-3046,
 - b) Water & Sewer Group 816, Regan Owen, 619-533-5205 Fanuel St Pl Archer to Tourmaline UUD, Jie Xiao, 619-533-5496
 - c) Pacific Beach 1 SL Series Circuit Conv, Joseph Diab, 619-533-6415
 - d) Fanuel Street Phase II Grand to Reed, Jie Xiao, 619-533-5496
 - e) Fanuel St Pl Archer to Tourmaline UU, Jie Xiao, 619-533-5496

2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM. To the "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 – CHANGES IN WORK

3-5.1 Claims. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 Claims.

- 1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.
- 2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
- 3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
- 4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
- 5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

- 1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
- 2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

- 1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.

| AC Water Group 1018A | |
|--|--|
| Attachment E - Supplementary Special Provisions (Rev. Feb. 2017) | |

- c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
- d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.7 City's Final Determination.

- 1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
- 2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
- 3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.8 Mandatory Assistance.

- 1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a) Providing professional consultations.
 - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.8.1 Compensation for Mandatory Assistance.

- 1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
- 2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
- 3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.

- 4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.
- **3-5.2.3 Selection of Mediator.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
 - 2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
 - 3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
 - 4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
 - 5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.
- **3-5.3 Forum of Litigation.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

SECTION 4 - CONTROL OF MATERIALS

- **4-1.3.5 Special Inspection**. To the "WHITEBOOK", ADD the following:
 - 5. The payment for special inspection Work specified under this section shall be paid in accordance with 4-1.3.4.1, "Payment".
- **4-1.3.6 Preapproved Materials.** To the "WHITEBOOK", 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. To the "WHITEBOOK", ADD the following:

11. You shall submit your list of proposed substitutions for an "equal" item **no less than 15 Working Days prior to the Bid due date** and on the City's Product Submittal Form available at:

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

SECTION 5 – UTILITIES

- **5-2 PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:
 - g) Refer to Appendix "H" for more information on the protection of AMI devices.
- **5-6 COOPERATION.** To the "GREENBOOK", ADD the following:
 - 1. Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

- **6-2.1 Moratoriums.** To the "WHITEBOOK", ADD the following:
 - 3. 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) AC Water Group 1018: Holiday Shopping from Thanksgiving Day to New Year's Day.
 - b) Cass Street from Diamond Street to Garnet Avenue: Summer Beach from Memorial Day to Labor Day.

ADD:

- 6-3.2.1.1 Environmental Document.
 - 1. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for AC Water Group 1018A, DEP No. **B-16146** as referenced in the Contract Appendix. You shall comply with all requirements of the Notice of Exemption as set forth in Appendix "A".
 - 2. Compliance with the City's environmental document shall be included in the Contract Price.
- **6-7.1 General.** To the "WHITEBOOK", item 3, ADD the following:
 - d) 30 Days for full depth asphalt final mill and resurfacing work required per SDG-107.

- e) Where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Plan and schedule Work accordingly. No additional payment or Working Days will be granted for delays due to the moratorium.
- **6-8.3 Warranty.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date that the Work was accepted by the City. Additionally, you shall warranty the Work against all latent and patent defects for a period of 10 years.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-3 INSURANCE.

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

7-3.1 Policies and Procedures.

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

renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other

pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.

- 2. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
- 3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
- 4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.
- 5. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.
- **7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

- 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.
- 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 shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives of your insurance and shall not contribute to it.
- **7-3.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit. 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 shall be endorsed to

include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

7-3.5.4.1 Additional Insured.

- 1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.

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

- 2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.
- **7-3.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees and representatives and representatives shall be in excess of your insurance and shall not contribute to it.

AC Water Group 1018A Attachment E - Supplementary Special Provisions (Rev. Feb. 2017)

- **7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- **7-3.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- **7-3.8** Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- **7-3.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.
- **7-4 NOT USED.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- 7-4 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.
 - 1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
 - 2. Limits for this insurance shall be not less than the following:

| 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 requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by \$1861 of the California Labor Code.

- **7-4.1. Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.
- **7-8.6** Water Pollution Control. To the "WHITEBOOK", ADD the following:
 - 6. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.
- **7-20 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", ADD the following:
 - 2. Virtual Project Manager shall be used on this Contract.
- **7-21.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

SECTION 9 - MEASUREMENT AND PAYMENT

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK" ADD the following:

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

SECTION 203 – BITUMINOUS MATERIALS

- **203-3.4.4 Rubber Polymer Modified Slurry (RPMS).** To the "WHITEBOOK", ADD the following:
 - 1. RPMS shall be used on this Contract.

SECTION 209 – PRESSURE PIPE

- **209 PRESSURE PIPE.** To the "WHITEBOOK", ADD the following:
 - 2. PVC products, specifically type 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.

SECTION 217 - BEDDING AND BACKFILL MATERIALS

217-2.2

Stones, Boulders, and Broken Concrete. To the "GREENBOOK", Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

| TABLE 217-2.2 | | | |
|--|---|--|---|
| Zone | Zone Limits | Maximum Size (greatest dimension) | Backfill Requirements in Addition to 217-2.1 |
| Street or Surface Zone | From ground surface to 12" | 2.5" (63 mm) | As required by the Plans or Special Provisions. |
| Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork | (300 mm) below pavement subgrade or ground surface | Sand | Sand equivalent of not less than 30. |
| Trench Zone | From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box | 6" (150 mm) | |
| Deep Trench Zone <u>(Trenches</u> 3' (0.9 m) wide or wider) | From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box | Rocks up to 12" (300 mm) excavated from trench may be placed as backfill | |
| Plpe Zone | From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior | 2.5" (63 mm) | Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). |
| Overexcavation | Backfill more than 6" (150 mm) below bottom of pipe or box exterior | 6" (150 mm) | Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201- 1 may also be used. |

TABLE 217-2.2

SECTION 302 – ROADWAY SURFACING

302-4.12.2.1 General. To the "WHITEBOOK", ADD the following:

- 3. When Type I or Type II slurry is to be applied over Type II or Type III slurry, corrective action in accordance with 302-4.11.1.2, "Reduction in Payment Based on WTAT" such as reductions in payment, non-payment, or removal of material not meeting specifications, as directed by the Engineer, shall be executed prior to the application of the surface material.
- **302-4.12.4** Measurement and Payment. To the "WHITEBOOK", item 2, Bid Description Table, ADD the following:

| BID DESCRIPTION | UNIT |
|---|------|
| Rubber Polymer Modified Slurry (RPMS) Type I Over Type III and Striping | SF |

302-7.4 Payment. To the "WHITEBOOK", item 1, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Payment shall not be made for additional fabric for overlapped areas.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-1 GENERAL. To the "GREENBOOK", ADD the following:

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

- 1. Phase I: Fanuel Street
- 2. Phase II: Law Strret
- 3. Phase III: Chalcedony Street
- 4. Phase IV: Missouri Street
- 5. Phase V: Diamond Street
- 6. Phase VI: Emerald Street
- 7. Phase VII: Felspar Street
- 8. Phase VIII: Hornblend Street
- 9. Phase VIIII: Thomas Avenue

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

- **306-7.8.2.1** General. To the "WHITEBOOK", item 2, ADD the following:
 - a) Specified test pressure for Class 235 pipe shall be 150 psi.
- **306-15.9 Temporary Resurfacing** To the "GREENBOOK", ADD the following:
 - 1. The Bid item for "Temporary Resurfacing" shall also include the payment for temporary resurfacing High-lining Work.

SECTION 900 – MATERIALS

- **900-1.2 Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. The Payment for your high-lining materials (fittings, valves, and hardware), including delivery and unloading, shall be paid for under the linear foot Bid item "Furnished Materials for Contractor High-line Work".

SECTION 901 – INSTALLATION AND CONNECTION

- **901-2.5 Payment.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. Traffic control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid item for "Pavement Restoration for Final Connection". Asphalt overlay and slurry seal Work shall be paid for under separate Bid items.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

4.1 Nondiscrimination in Contracting Ordinance. To the "WHITEBOOK", subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

AC Water Group 1018A Attachment E - Supplementary Special Provisions Appendices 46 | Page

APPENDIX A

NOTICE OF EXEMPTION

AC Water Group 1018A Appendix A – Notice of Exemption

NOTICE OF EXEMPTION

(Check one or both)

TO:

<u>X</u> Recorder/County Clerk P.O. Box 1750, MS A-33 1600 Pacific Hwy, Room 260 San Diego, CA 92101-2400

Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814 FROM: City of San Diego Development Services Department 1222 First Avenue, MS 501 San Diego, CA 92101

Project No.: B-16146.02.06

Project Title: AC Water Group 1018A

Project Location-Specific: The project is located within the Pacific Beach community area (Council District 2), and would affect portions of the following streets: Fanuel Street, Law Street, Chalcedony Street, Missouri Street, Diamond Street, Emerald Street, Felspar Street, Hornblend Street, and Thomas Avenue.

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: The original water mains are deteriorating and nearing the end of their service life. The project would include the replacement of approximately 18,490 linear feet (LF) (3.5 miles) of existing 6-, 8- and 12-inch diameter AC (asbestos concrete) pipes with 8- and 12-inch diameter PVC (polyvinyl chloride) water mains in existing trench alignments at the same or shallower depth. Related work would include re-installation of fire hydrants, services, curb ramps, and other appurtenances, including street repair and/or resurfacing. The pipeline installation work would occur with the public right-of-way (paved streets).

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

Jong Choi, Project Manager 525 B Street, Suite 750 San Diego, CA 92101 619.533.5493

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], 15302(c) [Replacement or Reconstruction], and 15304(f) [Minor Alterations to Land]
- () Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301(b) [Existing Facilities], which allows for operation, repair, maintenance and permitting or minor alteration of existing public or private structures, facilities, and mechanical equipment involving negligible or no expansion of use including both investor and publicly owned utilities to provide water; Section 15302(c) [Replacement or Reconstruction], which allows for replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and have substantially the same purpose and capacity as the structure replaced including replacement of existing utility systems; Section 15304(f) [Minor Alterations to Land], which applies to minor trenching and backfilling where the surface is restored; and where the exceptions Revised 010410m/h

 48 | Page

listed in Section 15300.2 would not apply. All work would occur within developed and non-sensitive areas within previously disturbed soils.

Lead Agency Contact Person: James Arnhart, Senior Planner

Telephone: (619) 533-5275

If filed by applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a notice of exemption been filed by the public agency approving the project? () Yes () No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA

Carrie Purcell, Principal Planner

<u>"7/25/16</u> Date

Check One: (X) Signed By Lead Agency () Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX B

FIRE HYDRANT METER PROGRAM

AC Water Group 1018A Appendix B - Fire Hydrant Meter Program

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

1. PURPOSE

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

2. <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.)

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

- 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. <u>POLICY</u>

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

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

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

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

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

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

Process for Issuance

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

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

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

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

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 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

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

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. <u>MOBILE METER</u>

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

| CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS | NUMBER DI 55.27 | DEPARTMENT Water Department |
|--|------------------------|---------------------------------------|
| SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM) | PAGE 80F 10 | EFFECTIVE DATE October 15, 2002 |
| | SUPERSEDES DI 55.27 | DATED April 21, 2000 |

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.

| CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS | NUMBER DI 55.27 | DEPARTMENT Water Department |
|--|------------------------|---------------------------------------|
| SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM) | PAGE 90F 10 | EFFECTIVE DATE October 15, 2002 |
| | SUPERSEDES DI 55.27 | DATED April 21, 2000 |

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.

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

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

Larry Gardner Water Department Director

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

APPENDIX

| Administering Division: | Customer Support Division |
|-------------------------|---|
| Subject Index: | Construction Meters Fire Hydrant Fire Hydrant Meter Program Meters, Floating or Vehicle Mounted Mobile Meter Program, Fire Hydrant Meter |
| | |

Distribution:

DI Manual Holders

| | Application | on for Fire | (EXHIBIT A) | | | | |
|--|---|--------------------------------------|--|---------------------|--|----------------------|--|
| PUBLIC UTILITIES | Hydrant | ······ | (For Office Use Only) | | | | |
| Water & Wasterwater | riyarancı | ine ter | NS RE | - | FAC# | | |
| | 8 4 POWER D | SHOP (619) 527-744 | DATE | | BY | | |
| Meter Informati | Application I | Date | Requested Install Date: | | | | |
| Fire Hydrant Location: (Attac | ch Detailed Map//Thoma | as Bros. Map Location or (| Construction drawing Zip: | g.) | <u>T.B.</u> <u>G.</u> | B, <u>(CITY USE)</u> | |
| Specific Use of Water: | ₩ [₩] ₩ [₩] ₩ [₩] ₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩ | | <u>MM</u> | | | | |
| Any Return to Sewer or Storr | m Drain, if so , explain: | | | | | | |
| Estimated Duration of Meter | r Use: | | | | Check Box if Reclaime | ad Water | |
| Company Information | | | ······ | | | | |
| Company Name: | | | | | | | |
| Mailing Address: | | | | | | | |
| City: | 14 ⁴ 1114 474447474 | State: | Zip: | Phon | e: () | 1 | |
| *Business license# | | *(| Contractor lice | nse# | | | |
| A Copy of the Contrac | tor's license OR B | usiness License is re | quired at the t | ime of meter | issuance. | | |
| Name and Title of I (PERSON IN ACCOUNTS PAYABLE | ~ - | | | Phon | e: () | | |
| Site Contact Name | and Title: | | | Phon | e: () | | |
| Responsible Party | Name: | | | Title: | | | |
| Cal ID# | | | | Phon | e: () | | |
| Signature: | , | | Date: | | | | |
| Guarantees Payment of all Charg | ges Resulting from the use | of this Meter. <u>Insures that e</u> | nployees of this Organ | Ization understand | the proper use of Fire H | <u>ydrant Meter</u> | |
| | | ; | 5 | | | | |
| Fire Hydrant Me | ter Removal | Request | Reques | ted Removal D | ate: | | |
| Provide Current Meter Locati | lon If Different from Abo | ovel | | | n, , , , , , , , , , , , , , , , , , , | | |
| Signature: | ······································ | | Title: | · · · · · | Date: | | |
| Phone: () | | Pa | ger: () | | | | |
| | | | | | | | |
| City Meter | Private Met | ter | ······································ | | | | |
| Contract Acct #: | • ; | Deposit Am | ount: \$936. | 00 Fees Am | ount: \$ 62.00 |) | |
| Meter Serial # | | · Meter Size: | 05 | | | 6-7 | |
| Backflow # | | Backflow Siz | e; | Backflov Make ar | | 1 | |
| Name: | | Signature: | | | Date: | | |

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

1.

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

Date

Name of Responsible Party Company Name and Address Account Number:

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D

SAMPLE CITY INVOICE

٦

AC Water Group 1018A Appendix D - Sample City Invoice

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

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

SUMMARY

| A. Original Contract Amount | \$ - | I certify that the materials | Retention and/or Escrow Payment Schedule |
|---------------------------------------|---------|------------------------------------|--|
| B. Approved Change Order #00 Thru #00 | \$ - | have been received by me in | Total Retention Required as of this billing (Item E) |
| C. Total Authorized Amount (A+B) | \$ - | the quality and quantity specified | Previous Retention Withheld in PO or in Escrow |
| D. Total Billed to Date | \$ - | | Add'I Amt to Withhold in PO/Transfer in Escrow: |
| 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: |

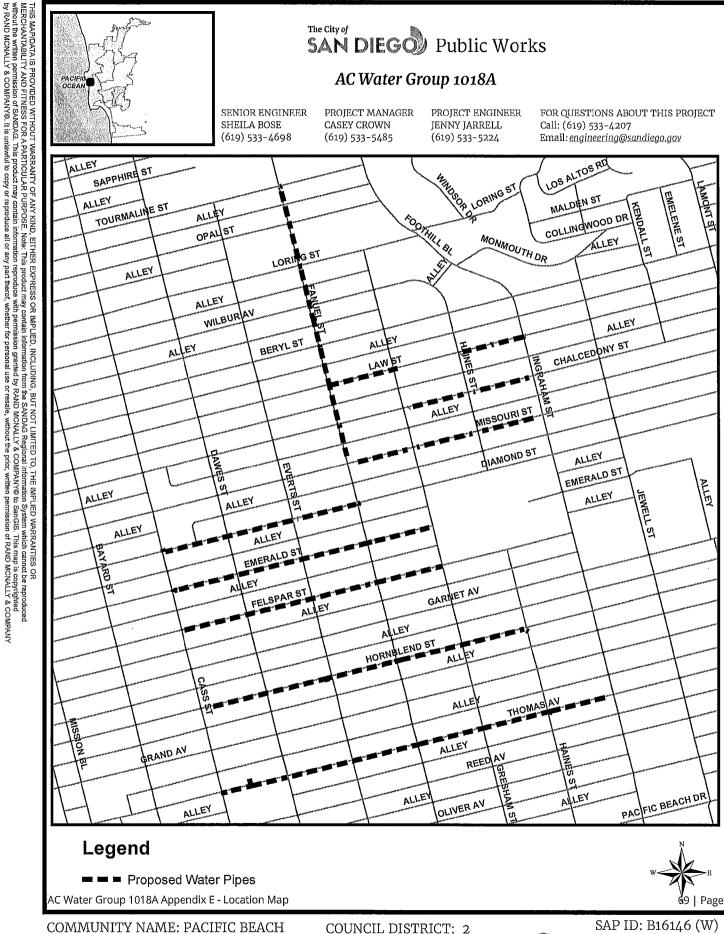
\$0.00

\$0.00

\$0.00

APPENDIX E

LOCATION MAP



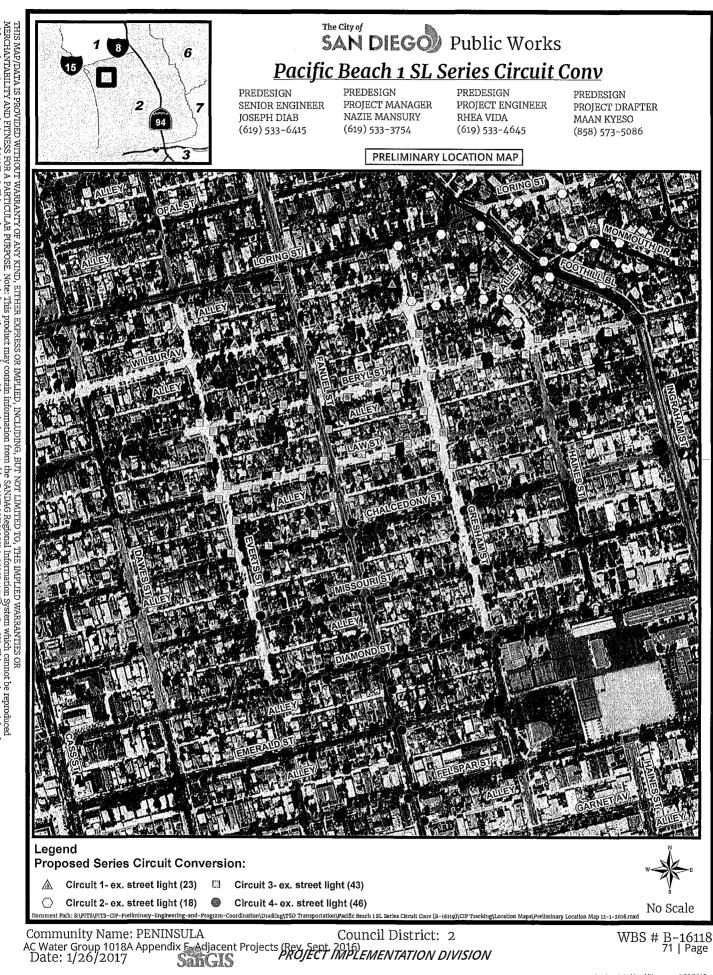
Date: April 29, 2016

COUNCIL DISTRICT: 2

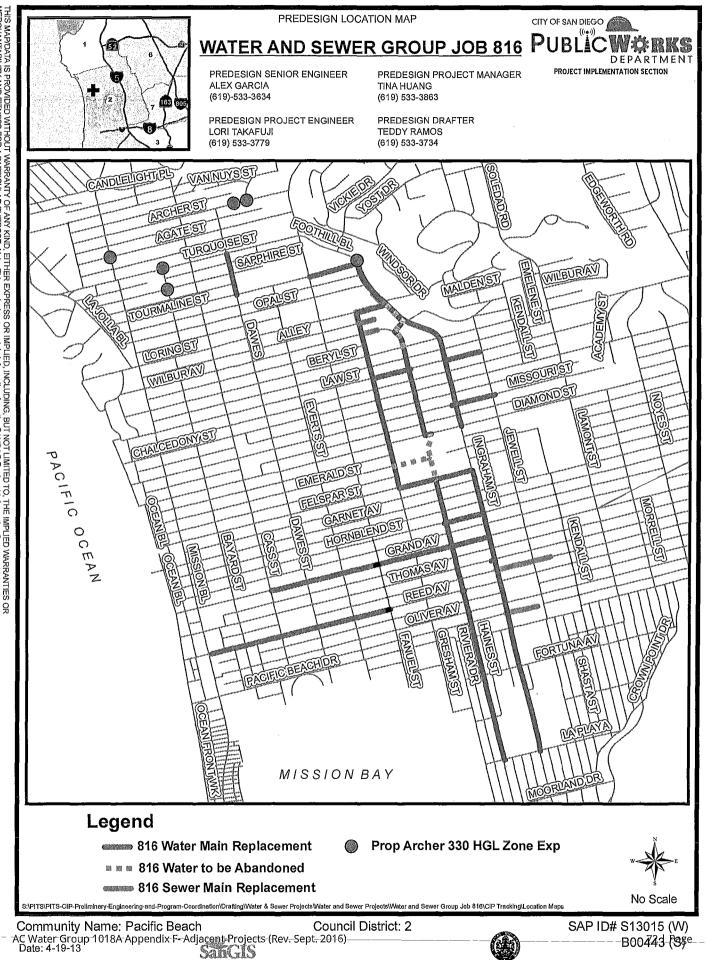


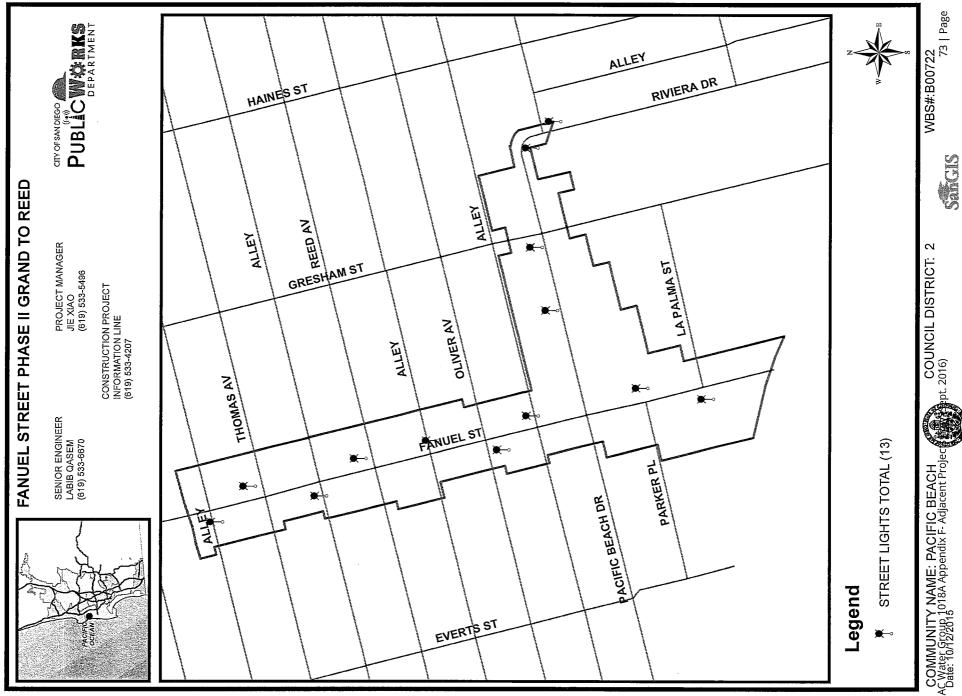
APPENDIX F

ADJACENT PROJECTS

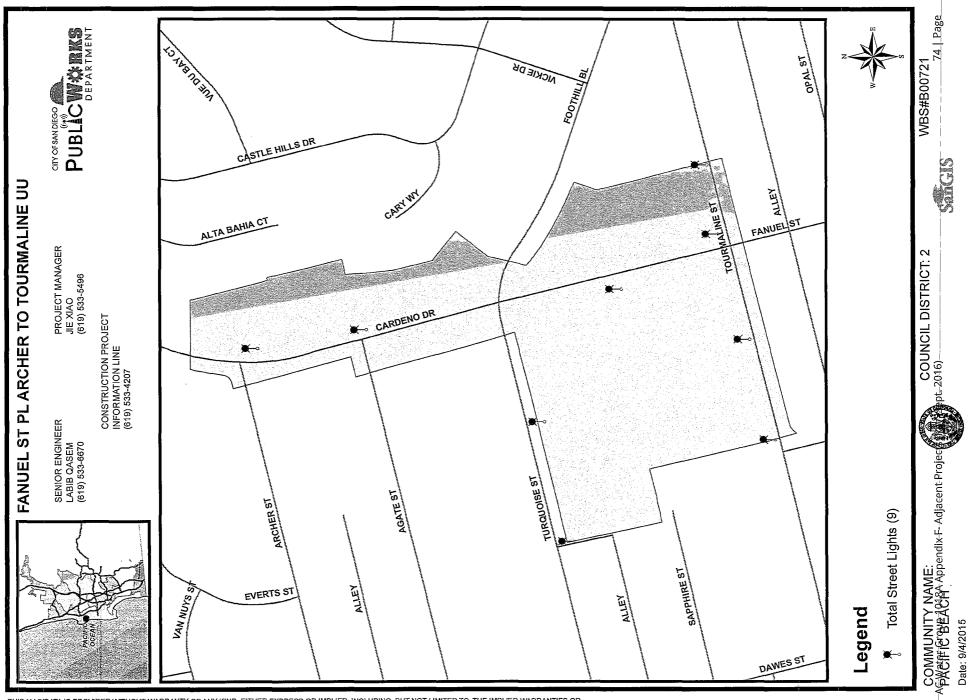


PAND MCNALLY & COMPANY©. It is unlawful to copy or reproduce all or any part therof, whether for personal the written product may com This product ice with use or resale, ted g KAND G kegional information system which cannot be reproduced MCNALLY & COMPANY© to SanGIS. This map is copyrighted without the prior, written permission of RAND MCNALLY & COMPANY





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



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

APPENDIX G

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

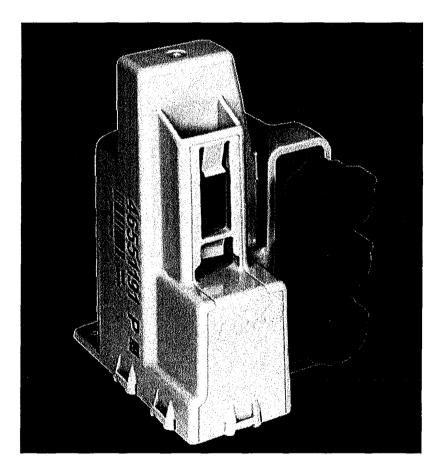
Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. <u>All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.</u>

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

A. Endpoints, see Photo 1:



B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

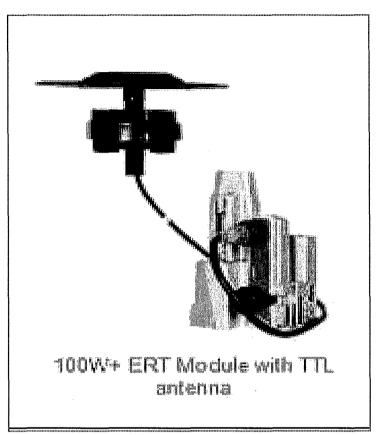
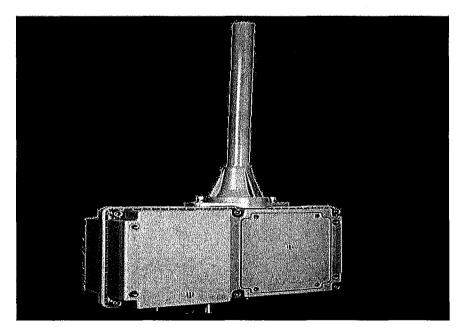
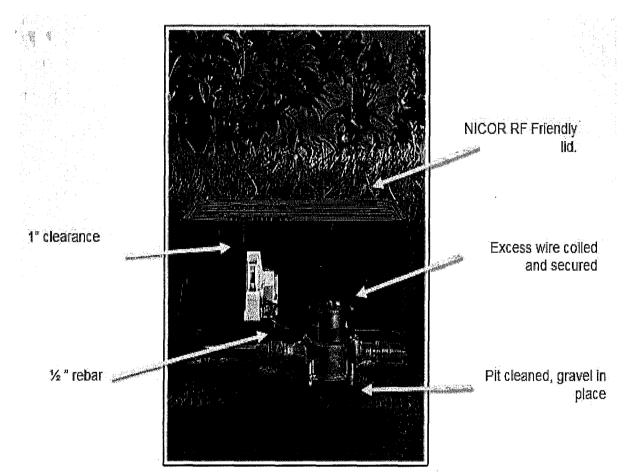


Photo 2

Network Devices, see Photo 3:



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

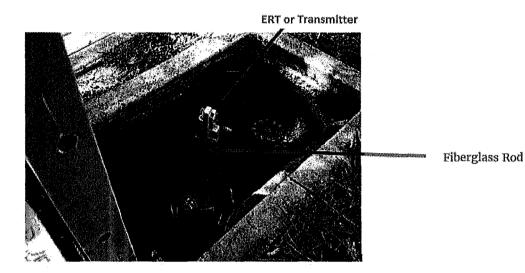
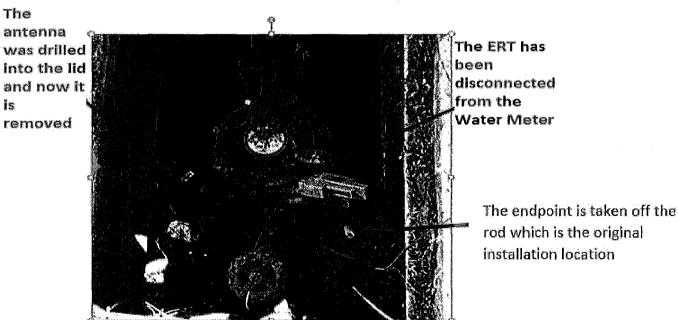


Photo 5

Photo 6 below is an example of disturbance that shall be avoided:



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

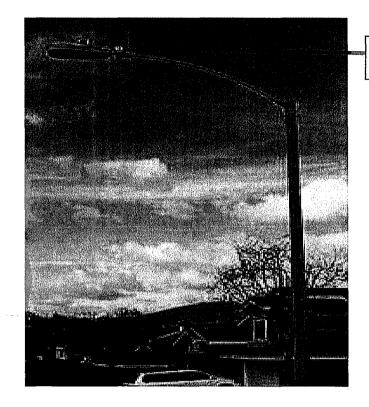


Photo 7

Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

APPENDIX H

SAMPLE OF PUBLIC NOTICE

AC Water Group 1018A Appendix H – Sample of Public Notice 82 | Page

FOR SAMPLE REFERENCE ONLY

The City of SAN DIEGO



PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation: Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor: Company Name, XXX-XXX-XXXX







PROJECT TITLE

- Work on your street will begin within one week to replace the existing water mains servicing your community.
- The work will consist of:
- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during
- construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor: Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP 83 | Page

This information is available in alternative formats upon request.

APPENDIX I

EXHIBIT DRAWINGS

AC Water Group 1018A Appendix I – Exhibit Drawings 84 | Page

| TABLE OF CONTENTS | |
|-------------------|------------------------|
| PAGE NO. | DESCRIPTION |
| 3 | CONTRACTOR'S NOTES |
| 5 | CONSTRUCTION STANDARDS |
| 6 | VICINITY MAP |
| 8 | КЕҮ МАР |
| 10 | SITE MAPS |
| 21 | WORK BY CITY FORCES |
| 23 | SURVEY MONUMENTS |
| 26 | STREET RESURFACING |
| 28 | CURB RAMP LOCATIONS |
| 30 | CURB RAMP DETAILS |
| 34 | REFERENCE AS-BUILTS |
| | • WATER |
| | • SEWER |
| | • STORM DRAIN |
| | • AT&T |
| | • SDG&E |
| | • COX |
| | |

CONTRACTOR'S NOTES

- 1. CONTRACTOR TO EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE EXACT SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- 2. CITY FORCES, WHERE CALLED OUT SHALL MAKE PERMANENT CUTS & PLUGS, CONNECTIONS, ETC. EXISTING MAINS SHALL BE KEPT IN SERVICE IN LIEU OF HIGH-LINING, AS STATED IN APPENDIX P.
- 3. STORM DRAIN INLETS ARE TO REMAIN FUNCTIONAL/OPERATIONAL AT ALL TIMES DURING CONSTRUCTION.
- 4. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A ONE FOOT VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
- 5. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A 6-INCH VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN UTILITIES OTHER THAN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
- 6. CONTRACTOR TO MAINTAIN A MINIMUM 3' OF COVER OVER TOP OF WATER MAIN.
- 7. IF ADDITIVE ALTERNATE "A" IS AWARDED, CONTRACTOR SHALL FURNISH MATERIALS, INSTALL, MAINTAIN AND DISMANTLE HI-LINE PER SPECIFICATION SECTION 900-1.1.5.
- 8. CONTRACTOR SHALL RESTORE ALL TRENCHES ON THE PAVEMENT WORKED BY CITY FORCES AFTER FINAL CONNECTION.
- 9. CONTRACTOR SHALL PROVIDE A 1-FOOT SAND CUSHION OR A MINIMUM 6-INCH SAND CUSHION WITH 1-INCH NEOPRENE PAD FOR ALL CROSSINGS WHERE VERTICAL CLEARANCE BETWEEN CROSSINGS IS 1-FOOT OR LESS.
- 10. POTHOLE ALL UTILITIES THAT CROSS PROPOSED WATER MAIN BEFORE TRENCHING
- 11. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT EXACT.
- 12. FOR CORRDINATION OF THE SHUTDOWN OF TRANSMISSION MAINS (16 INCHES OR LARGER), CONTACT THE CITY'S SENIOR WATER DISTRIBUTION OPERATIONS SUPERVISOR AT (616)-524-7438. FOR COORDINATION OF THE SHUTDOWN OF DISTRIBUTION MAINS (LESS THAN 16 INCHES), CONTACT THE CITY'S WATER OPERATIONS DISTRICT MANAGER AT (619)-527-3945.

3|Page

- 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR ANY EARTHWORK, DEMOLITION OR SURFACE IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILLED WITH THE COUNTY SURVEYOR. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE RESPONSIBLE FOR THE COST OF REPLACING AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.
- 14. CONSTRUCTION STORM WATER PROTECTION NOTES
 - a. TOTAL SITE DISTURBANCE AREA (ACRES) HYDROLOGIC UNIT/ WATERSHED HYDROLOGIC SUBAREA NAME & NO. MISSION BAY / 906.30
 - b. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE

⊠WPCP

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

SWPPP

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ TRADITIONAL: RISK LEVEL 1□ 2□ 3□ LUP: RISK TYPE 1□ 2□ 3□ CONSTUCTION SITE PRIORITY □ ASBS □ HIGH □ MEDIUM ⊠ LOW

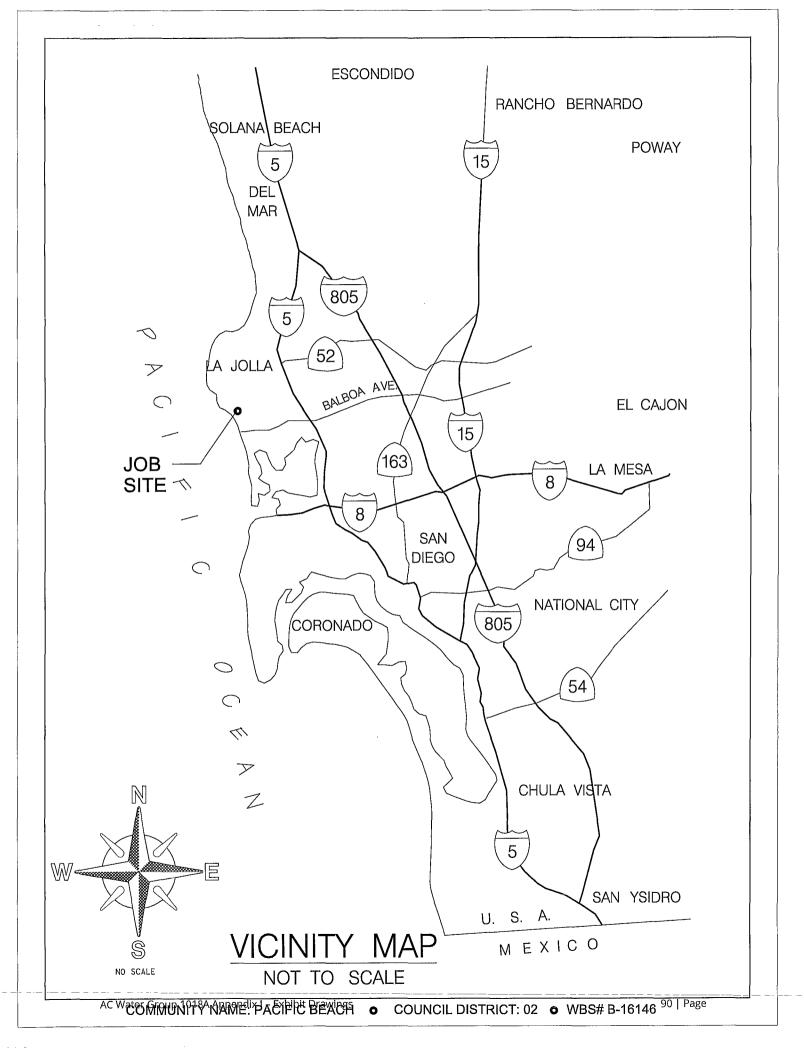
15. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATIED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

CONSTRUCTION STANDARDS

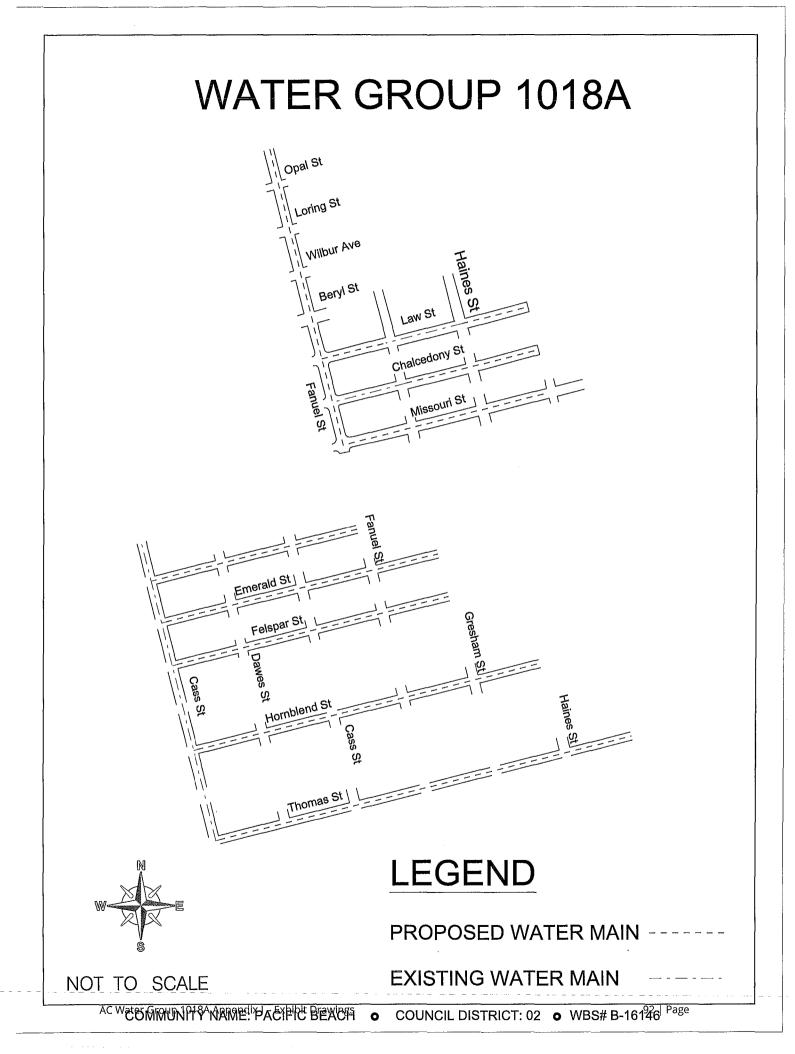
| IMPROVEMENTS |
|---|
| |
| TRENCH RESURFACING |
| |
| SURVEY MONUMENT |
| WATER MAIN & APPURTENANCES |
| VALVES WITH CAPS AND WELLS |
| 6" FIRE HYDRANT ASSEMBLY |
| & MARKER, 2-PORT UNLESS SPECIFIED AS 3-PORT |
| WATER SERVICE |
| |
| |
| FIRE SERVICE |
| CUTTING AND PLUGGING ABANDONED WATER MAIN |
| |
| |

-- -- ---

VICINITY MAP

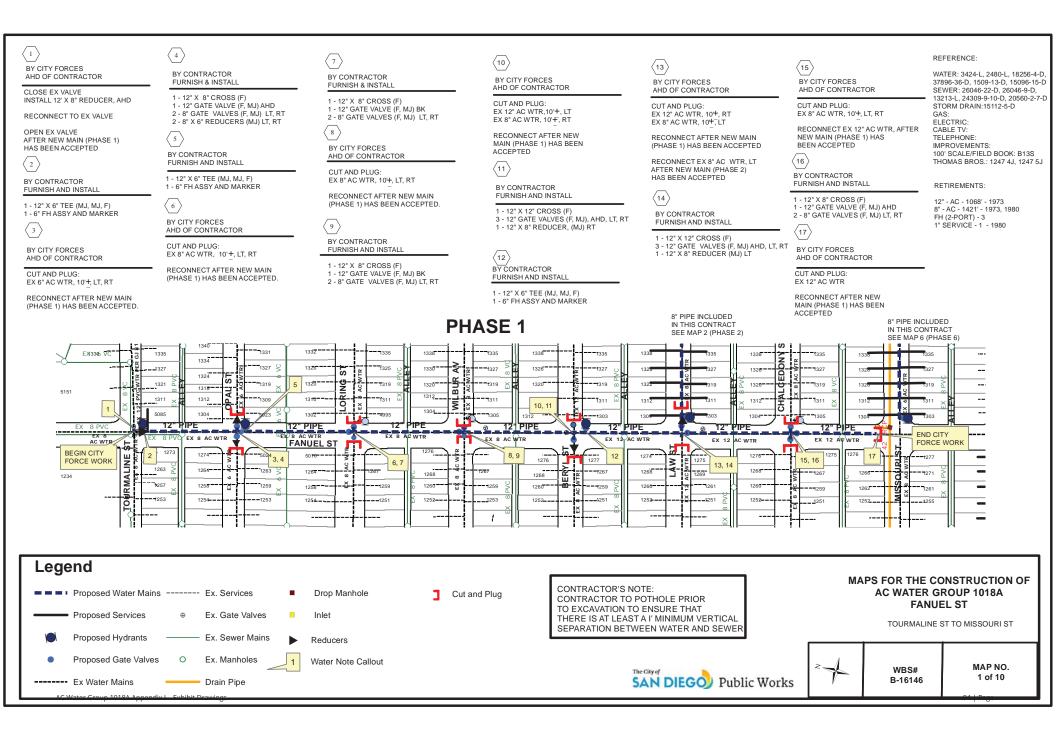


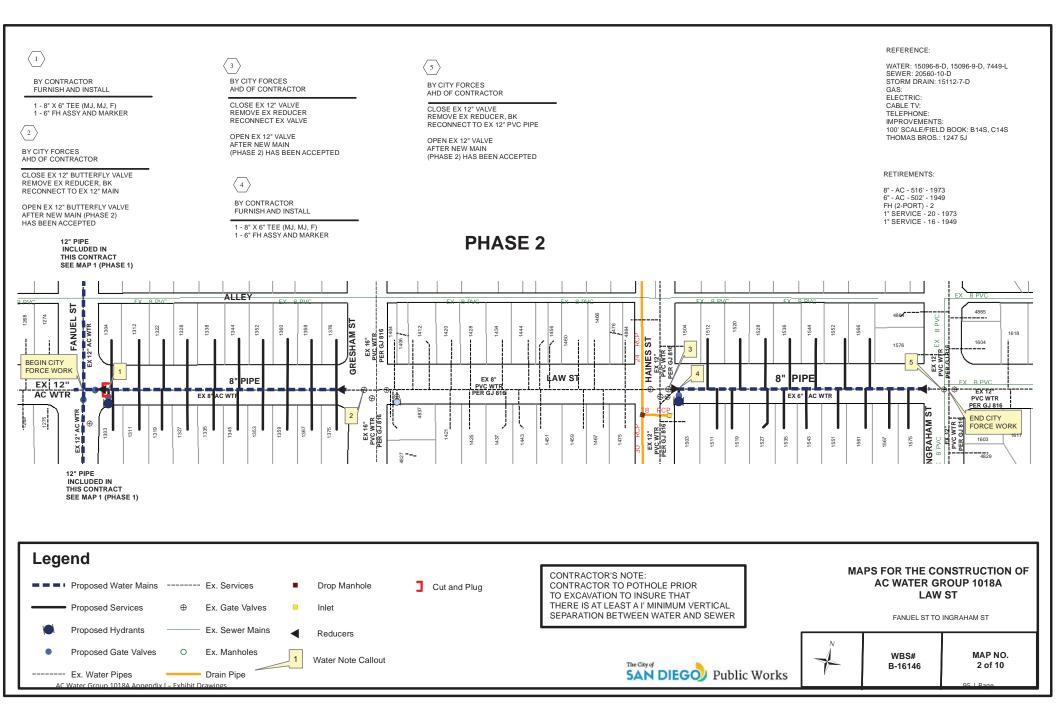
KEY MAP

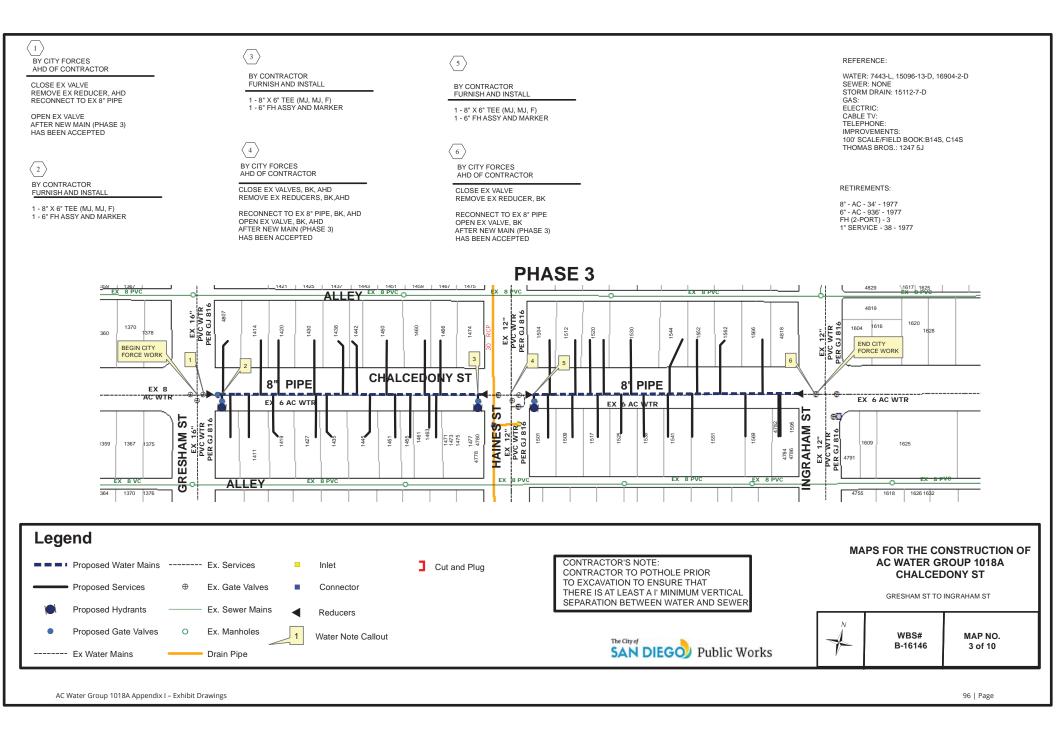


SITE MAPS

AC Water Group 1018A Appendix I - Exhibit Drawings









1 - 8" X 6" REDUCER (MJ, MJ, F) AFTER NEW MAIN (PHASE 4)

HAS BEEN ACCEPTED (2)

BY CONTRACTOR FURNISH AND INSTALL

1 - 8" X 6" TEE (MJ, MJ, F) 1 - 6" FH ASSY AND MARKER RECONNECT TO EX PIPE

OPEN EX VALVE, BK, AHD AFTER NEW MAIN (PHASE 4) HAS BEEN ACCEPTED

 $\langle 4 \rangle$ BY CONTRACTOR FURNISH AND INSTALL

1 - 8" X 6" TEE (MJ, MJ, F) 1 - 6" FH ASSY AND MARKER REMOVE EX REDUCERS, BK, AHD RECONNECT TO EX VALVES, BK, AHD

OPEN EX VALVES, BK, AHD AFTER NEW MAIN (PHASE 4) HAS BEEN ACCEPTED

$\langle 6 \rangle$

BY CONTRACTOR FURNISH AND INSTALL

1 - 8" X 6" TEE (MJ. MJ. F) 1 - 6" FH ASSY AND MARKER

PHASE 4

 $\left< 8 \right>$

BY CITY FORCES AHD OF CONTRACTOR

CLOSE EX VALVE CONNECT TO EX REDUCER

AFTER NEW MAIN (PHASE 4) HAS BEEN ACCEPTED

OPEN EX VALVE, BK

RETIREMENTS:

CABLE TV:

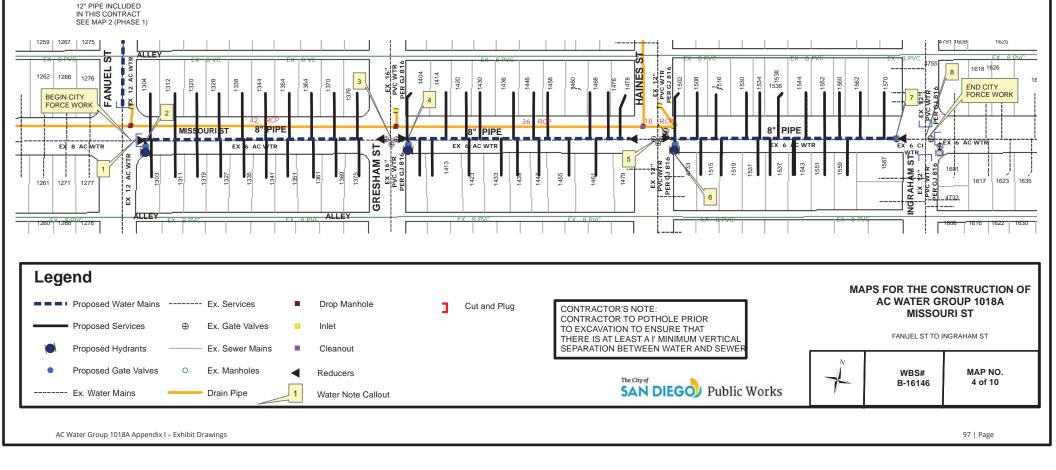
TELEPHONE:

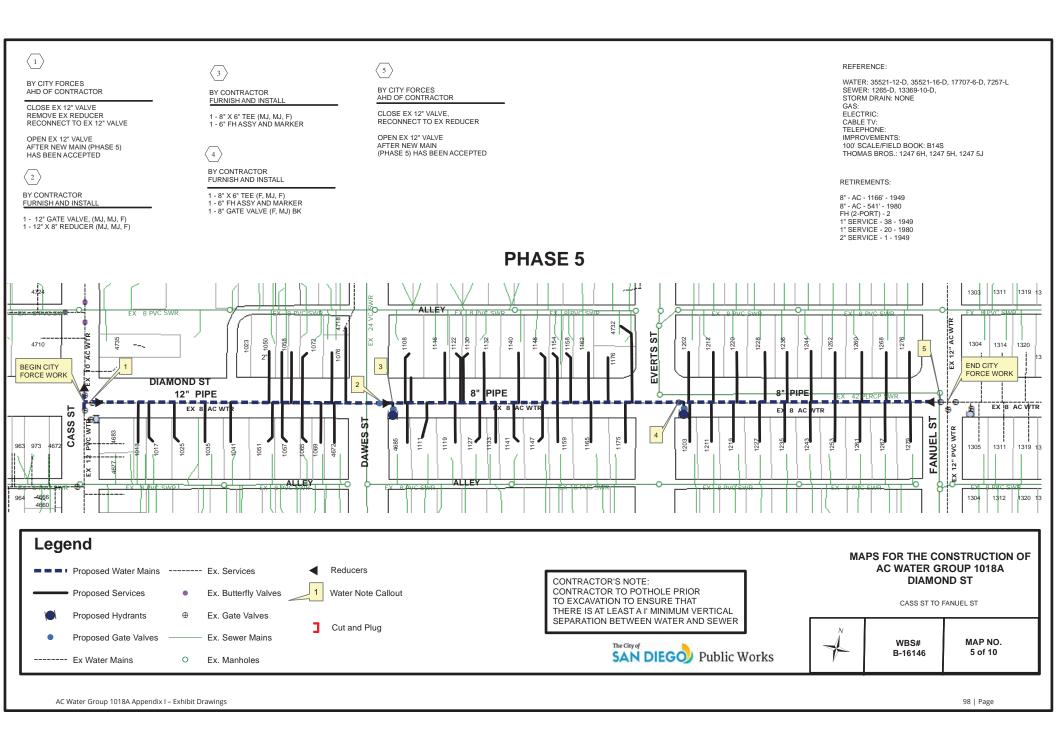
IMPROVEMENTS:

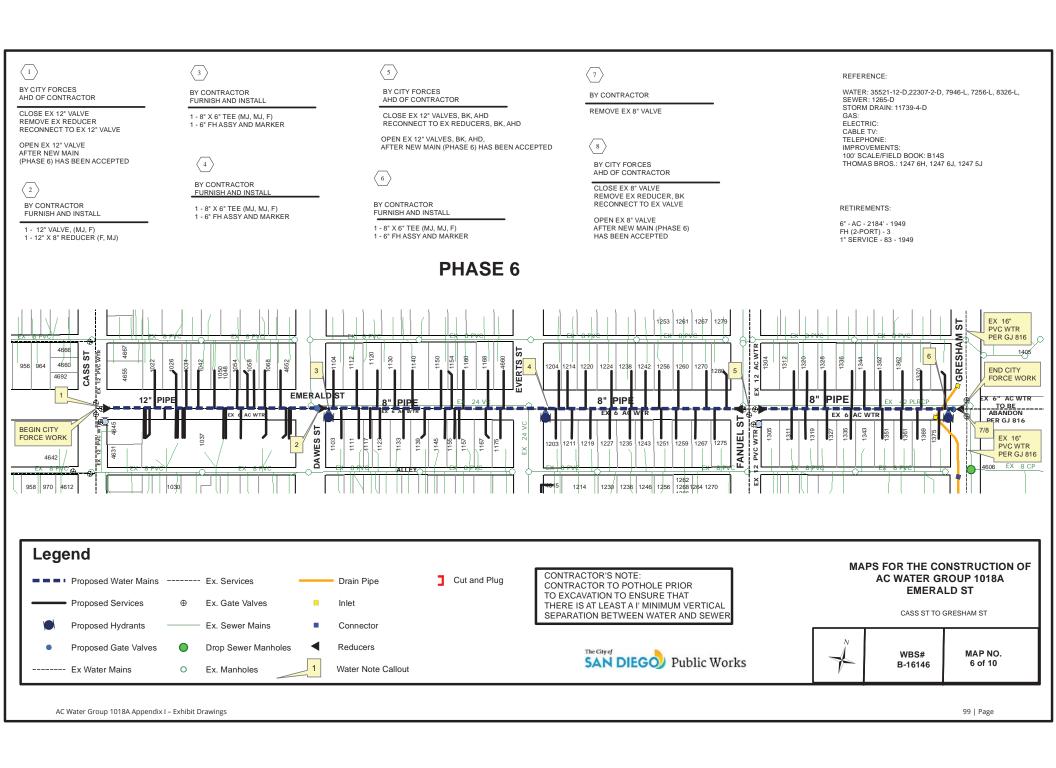
THOMAS BROS.: 1247 5J

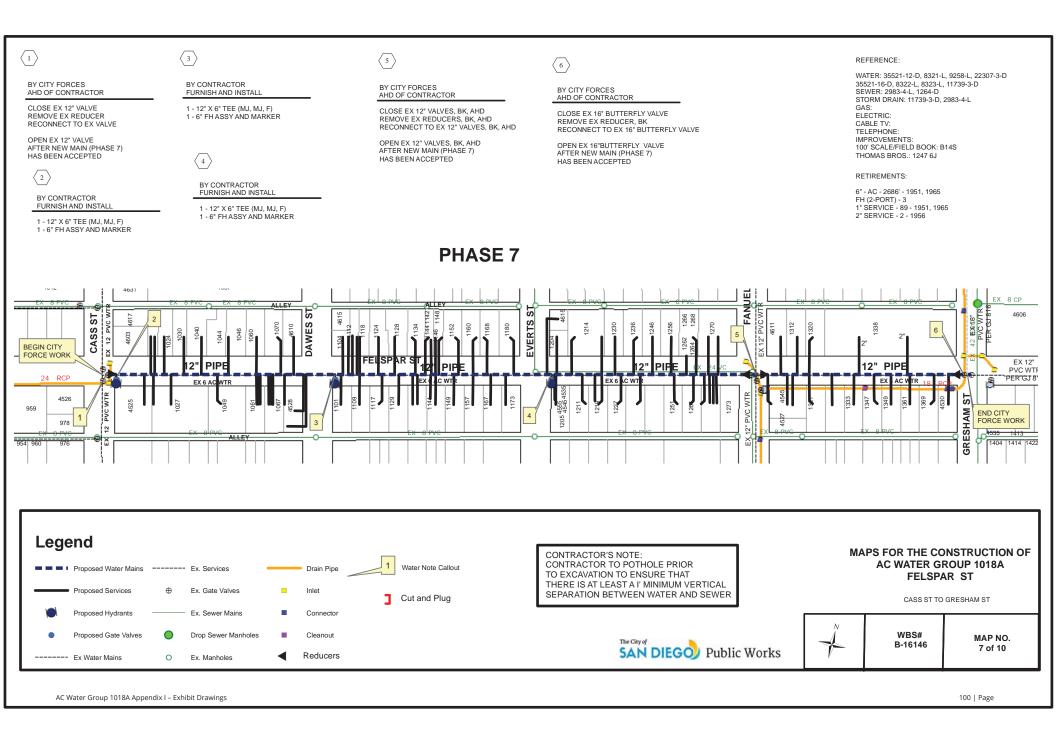
100' SCALE/FIELD BOOK: B14S, C14S

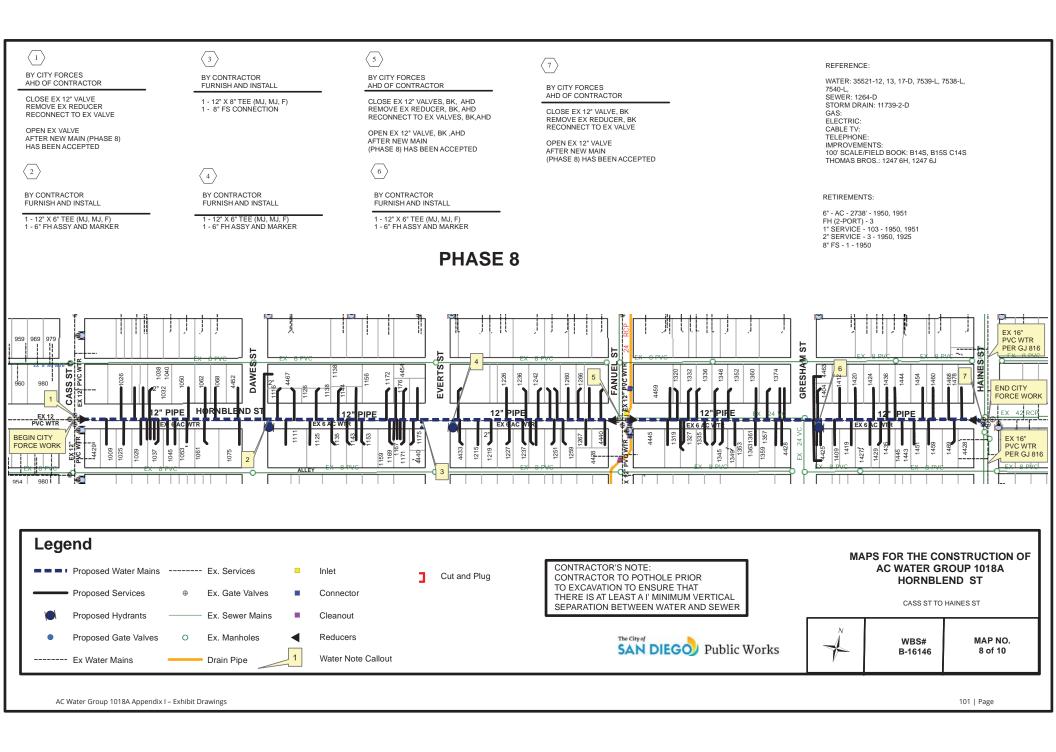
6" -AC - 1526' - 1972 FH (2-PORT) - 2 1" SERVICE - 57 - 1972













CLOSE EX VALVE REMOVE EX REDUCER, AHD RECONNECT TO EX VALVE

OPEN EX VALVE AFTER NEW MAIN (PHASE 9) HAS BEEN ACCEPTED

2 BY CONTRACTOR

FURNISH AND INSTALL

1 - 12" X 6" TEE (MJ, MJ, F) 1 - 6" FS CONNECTION

BY CONTRACTOR REMOVE EX 6" VALVE

 $\langle 4 \rangle$

 $\langle 3 \rangle$

BY CONTRACTOR FURNISH AND INSTALL

1 - 12" X 6" TEE (F, MJ, F) 1 - 6" FH ASSY AND MARKER 1 - 12" GATE VALVE, (F, MJ), BK

BY CITY FORCES AHD OF CONTRACTOR

 $\left< 5 \right>$

CLOSE EX 12" VALVES, BK, AHD REMOVE EX REDUCERS, BK, AHD RECONNECT TO EX VALVES, BK, AHD

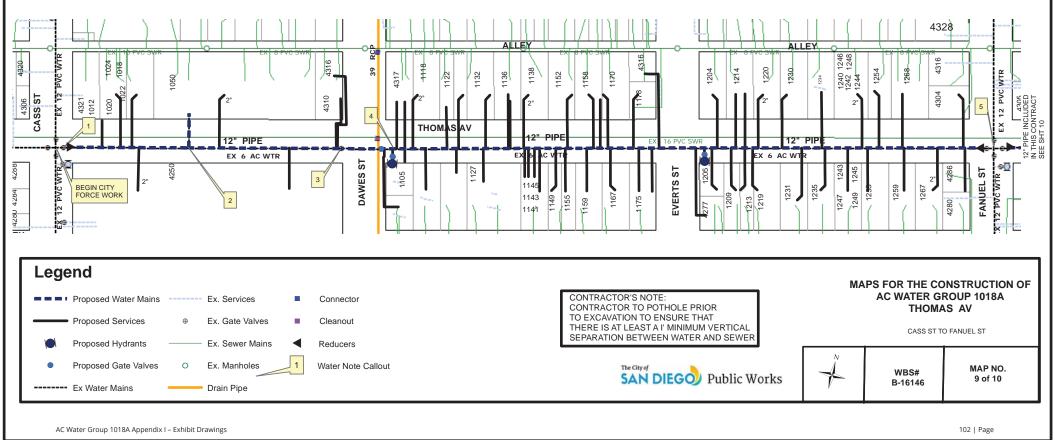
OPEN EX 12" VALVE BK, AHD AFTER NEW MAIN (PHASE 9) HAS BEEN ACCEPTED REFERENCE:

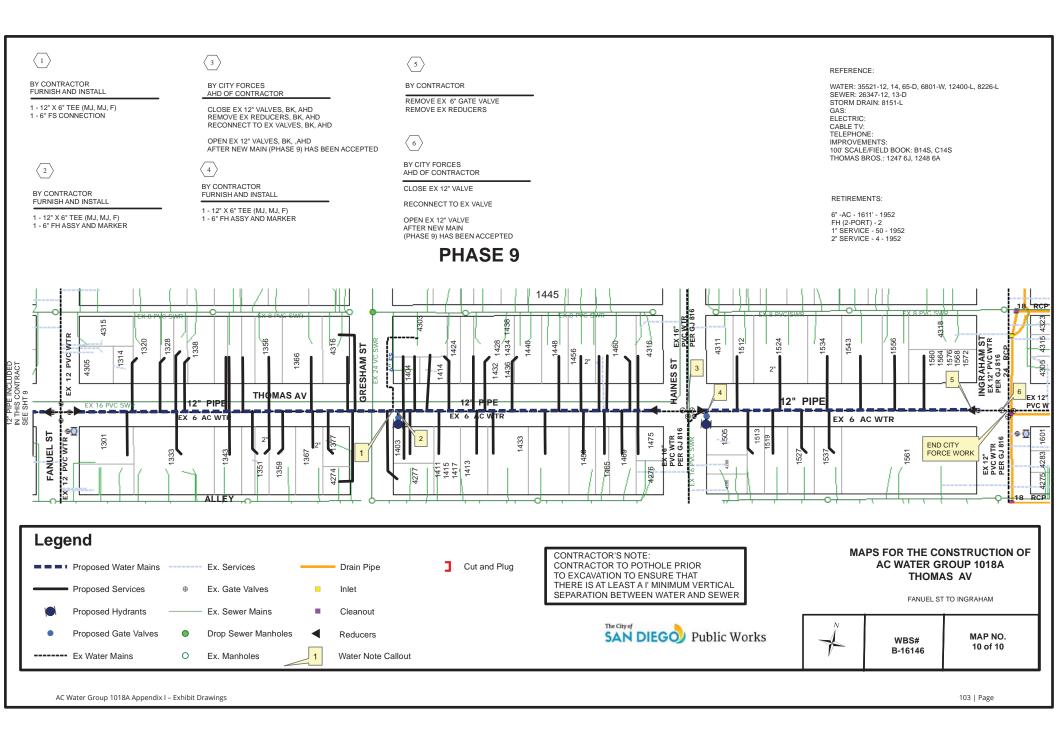
WATER: 35521-12, 14, 65-D, 6801-W, 12400-L, 8226-L SEWER: 26347-12, 13-D STORM DRAIN: 11305-1-D GAS: ELECTRIC: CABLE TV: TELEPHONE: IMPROVEMENTS: 100 SCALE/FIELD BOOK: B14S THOMAS BROS: 1247 6J

RETIREMENTS:

6" -AC - 1673' - 1951 FH (2-PORT) - 2 1" SERVICE - 53 - 1951 2" SERVICE - 7 - 1951

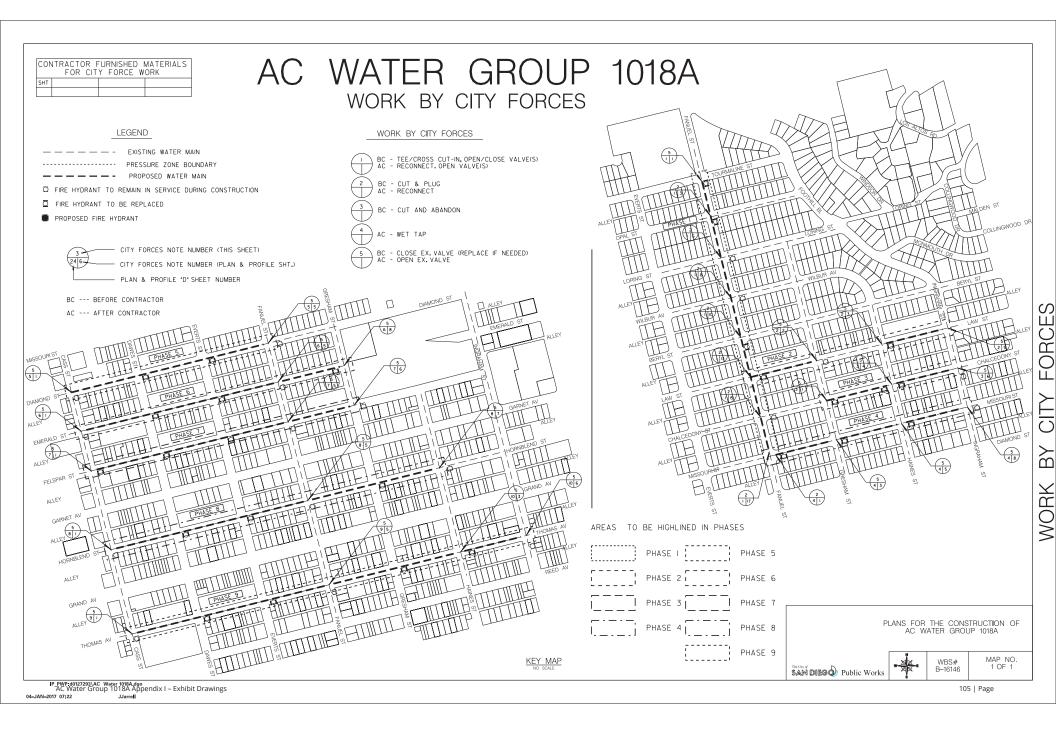
PHASE 9





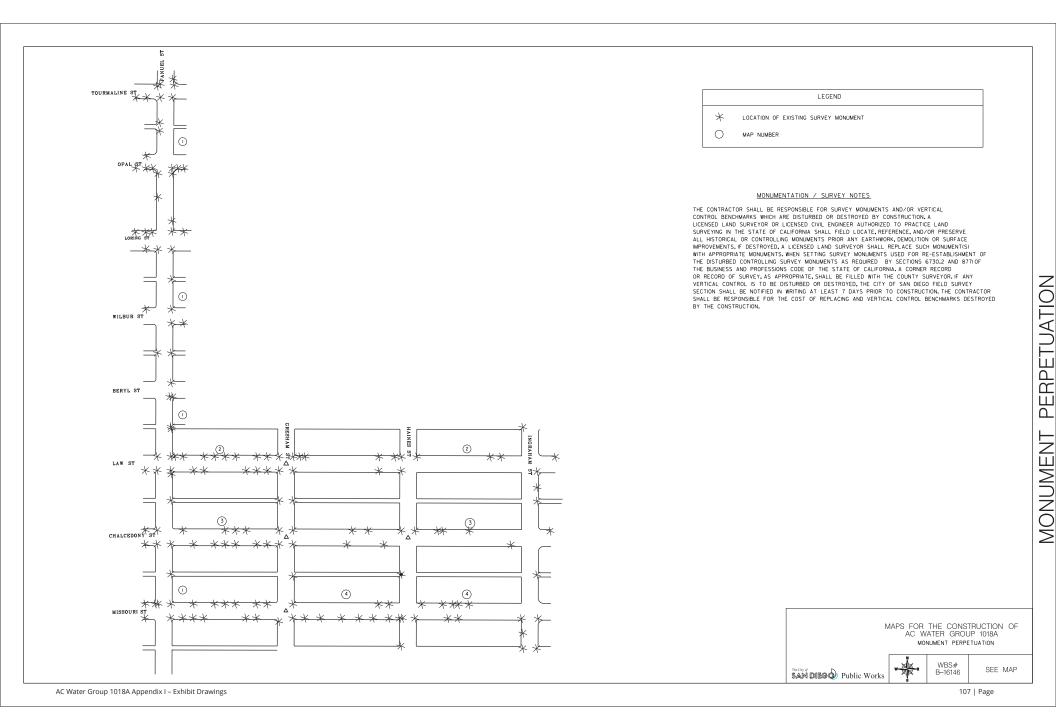
21 | P a g e

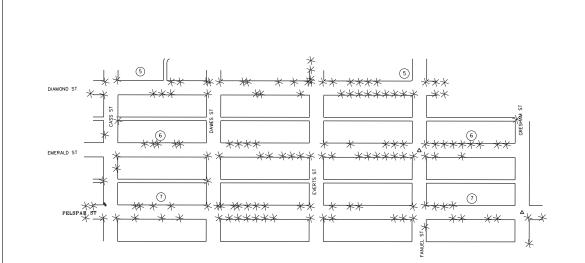
WORK BY CITY FORCES



23 | P a g e

SURVEY MONUMENTS

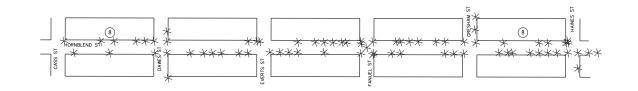


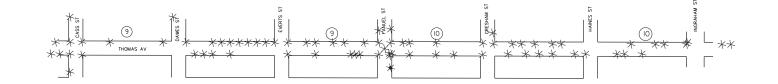


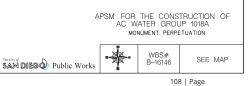


MONUMENTATION / SURVEY NOTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING NORMENTS PRIOR ANY EARTHMORK, DEMOLITION OR SURFACE MMPROYEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONIMENTS) WITH APPROPRIATE MONUMENTS WHOR STITING SURVEYOR SHALL SEED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AND SUBCE TOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AND SURVEYOR SHALL REPLACE SUCH MONIMENTG) OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILLED WITH THE CONTRY SURVEYOR, ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST T DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF APPLACING AND VERTICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF DANG TO CONSTRUCTION. THE CONTRACTOR SHALL BE ROSTRUCTION.

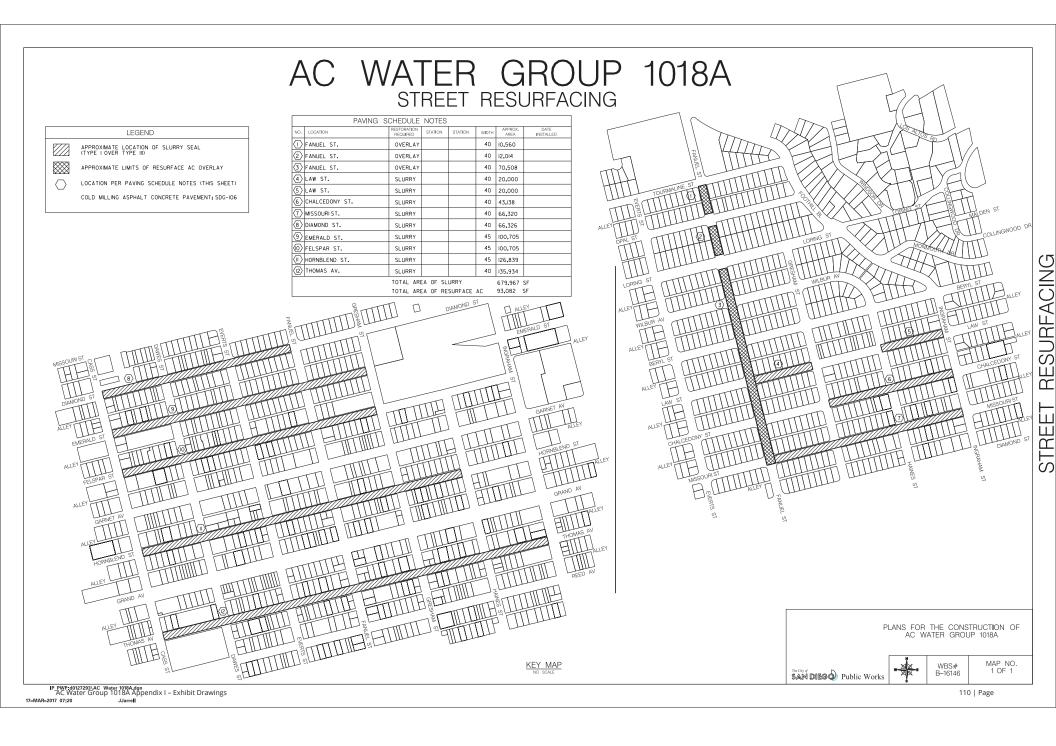




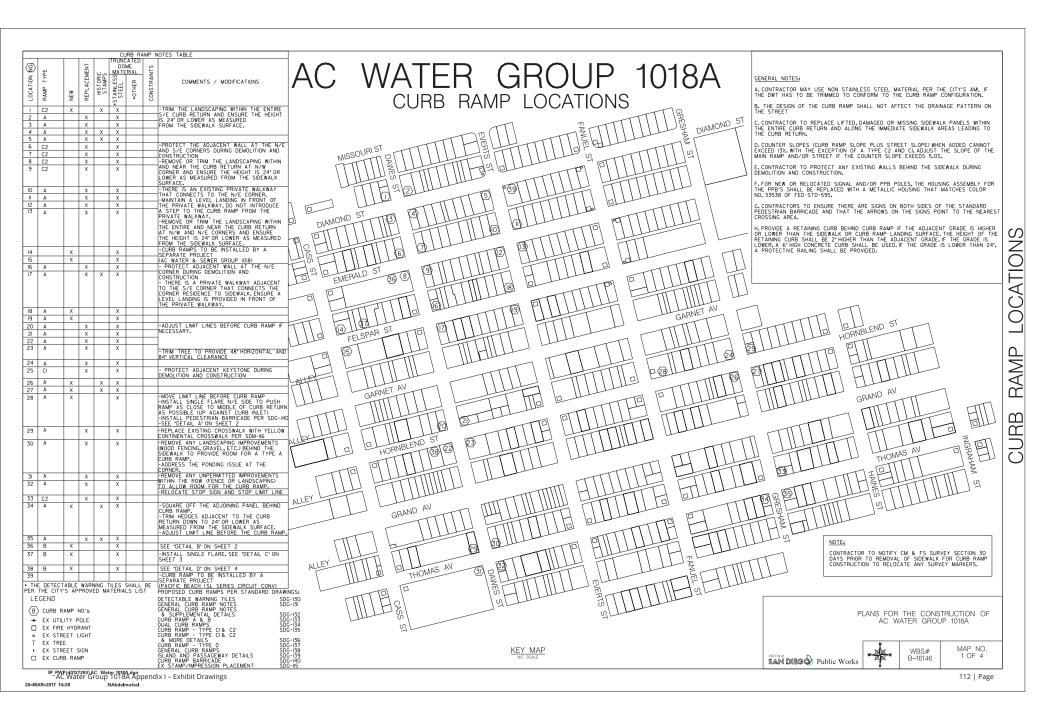


AC Water Group 1018A Appendix I – Exhibit Drawings

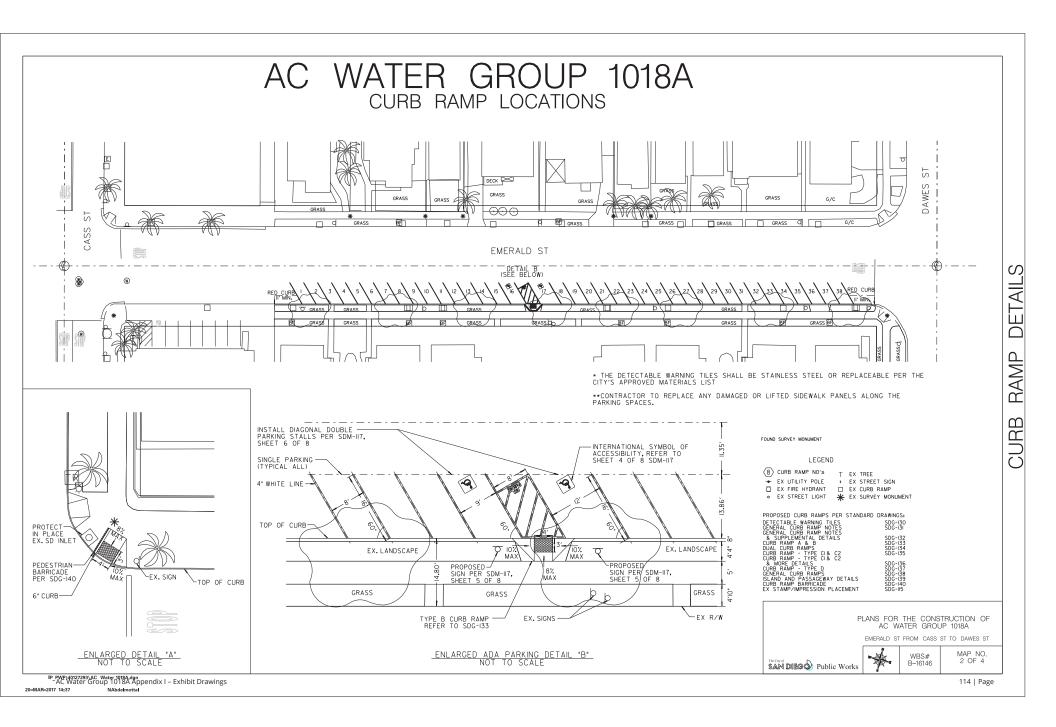
STREET RESURFACING

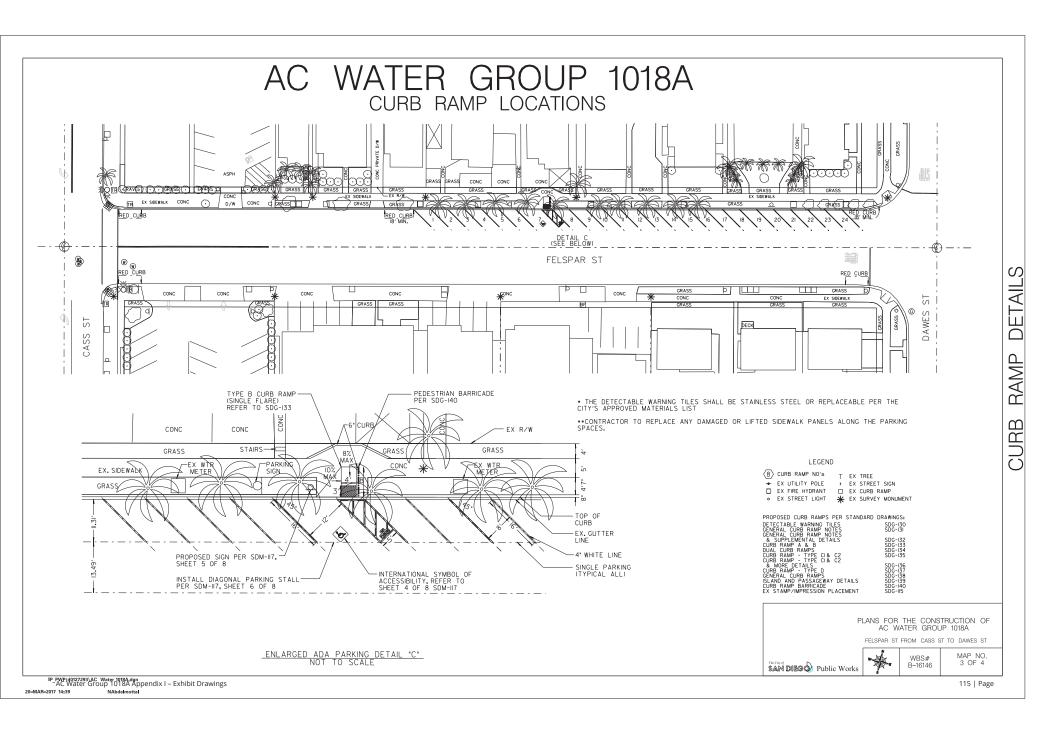


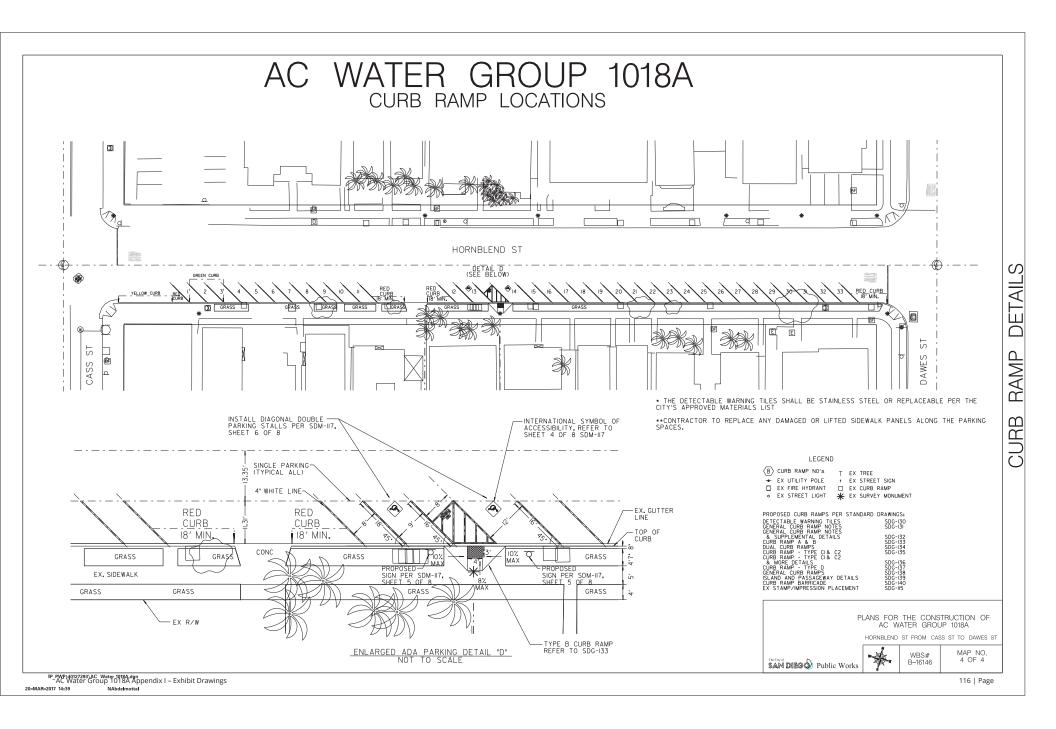
CURB RAMP LOCATIONS



CURB RAMP DETAILS

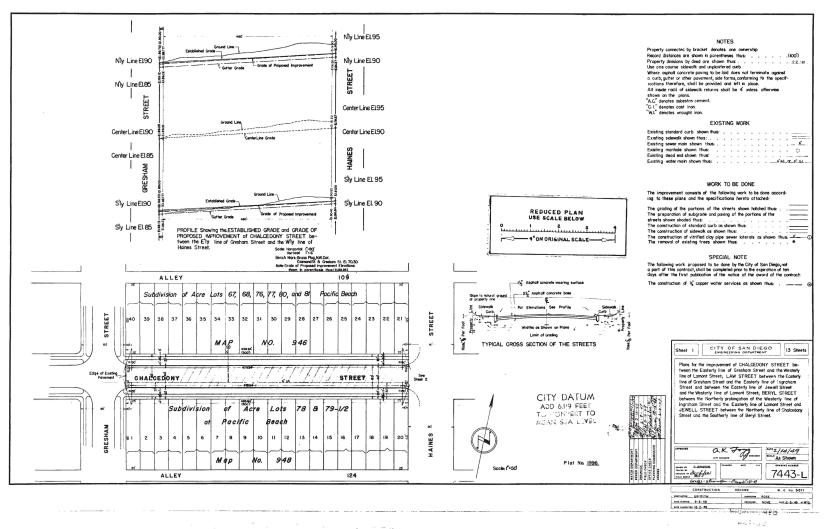


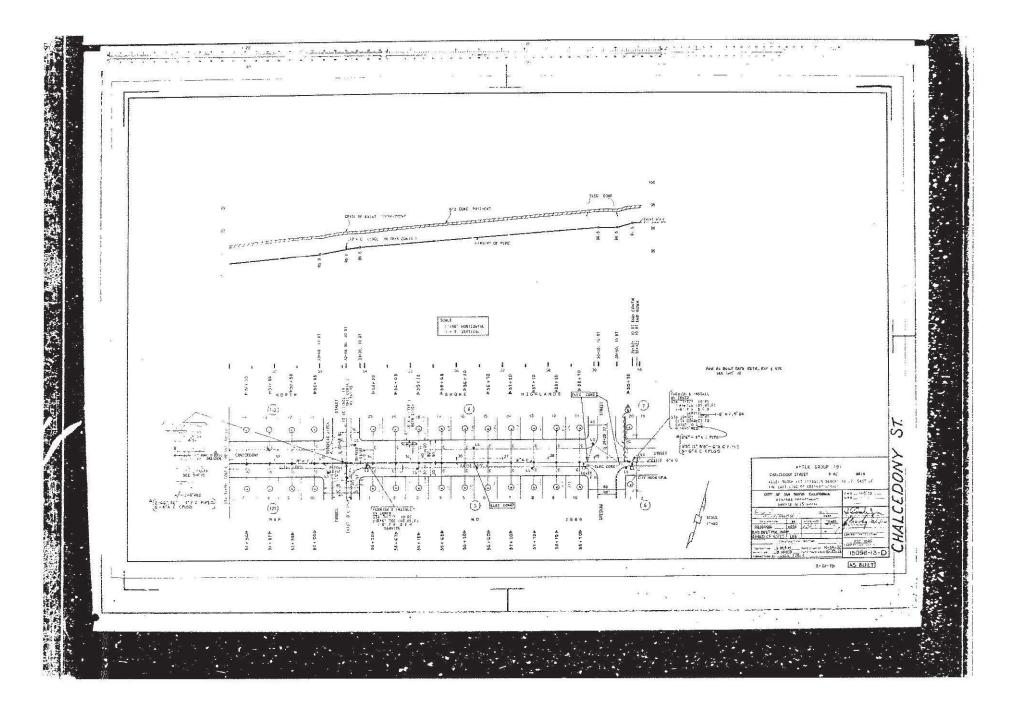


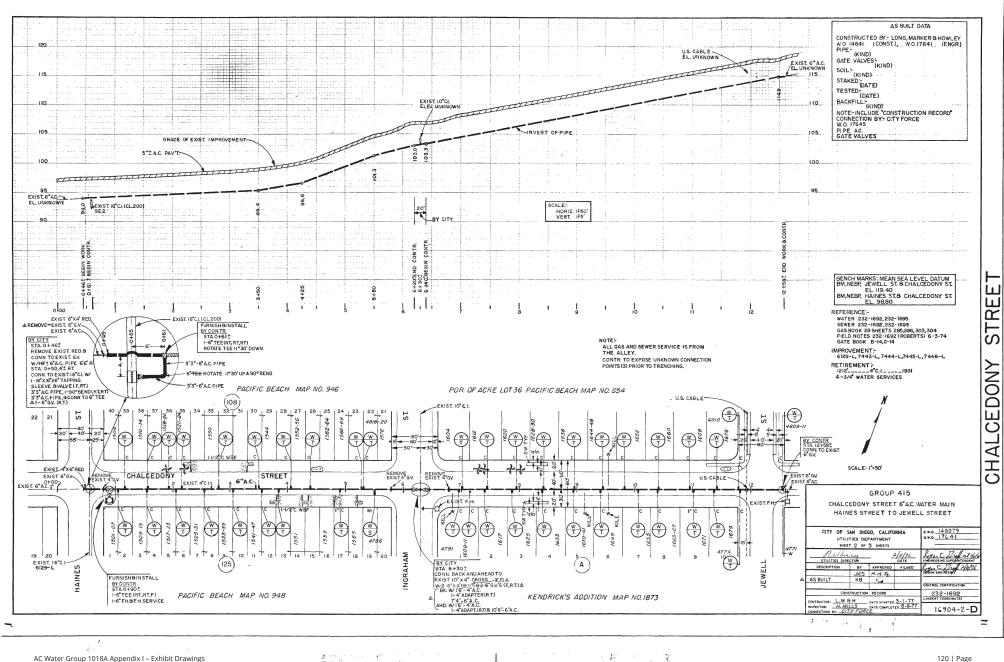


34 | P a g e

REFERENCE AS-BUILTS



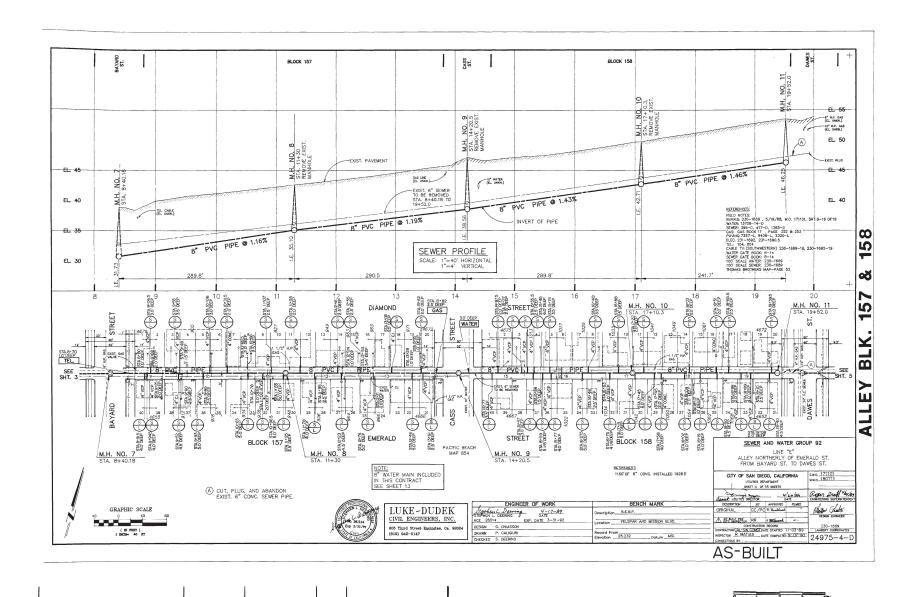


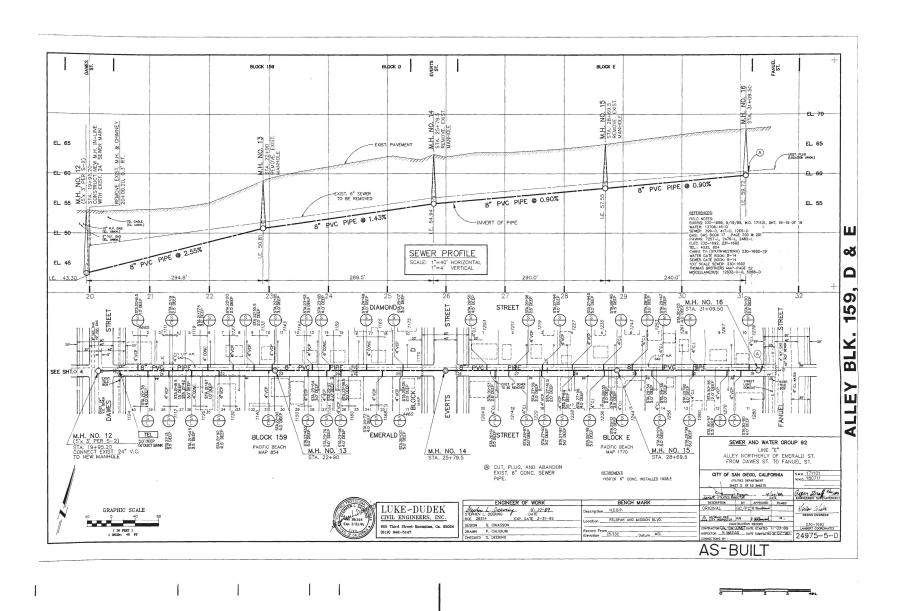


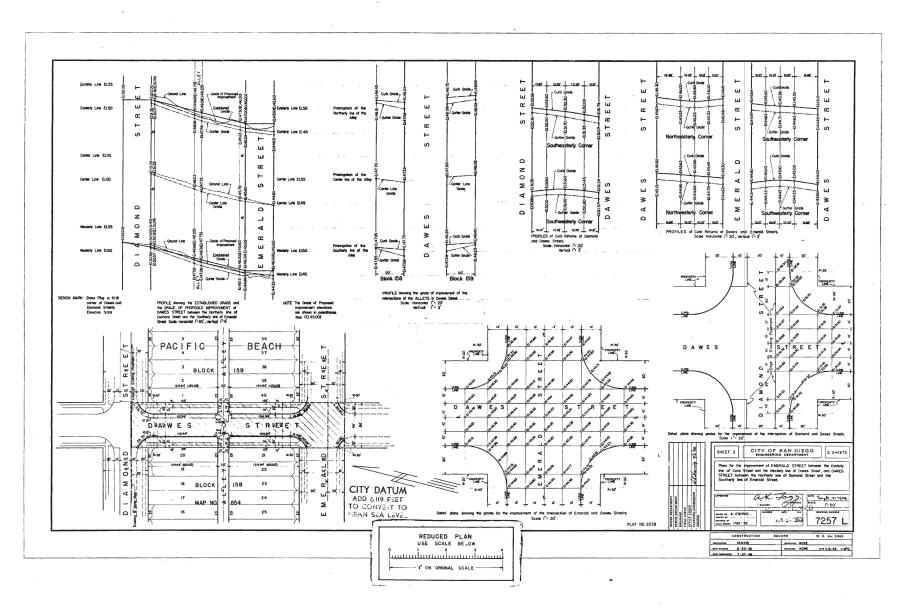
Ł

AC Water Group 1018A Appendix I - Exhibit Drawings

Í. Í.

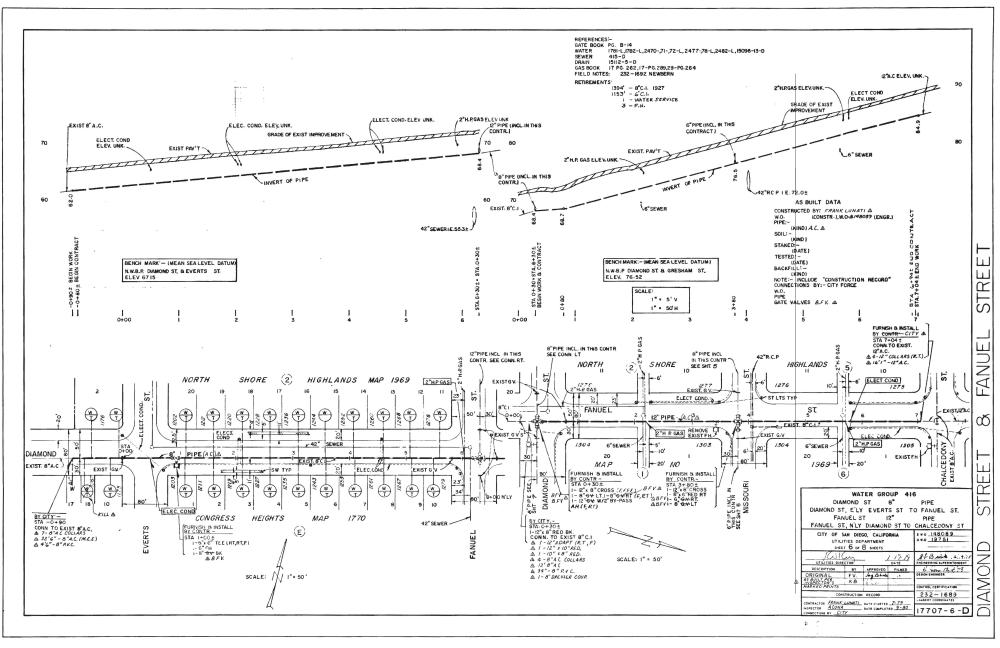




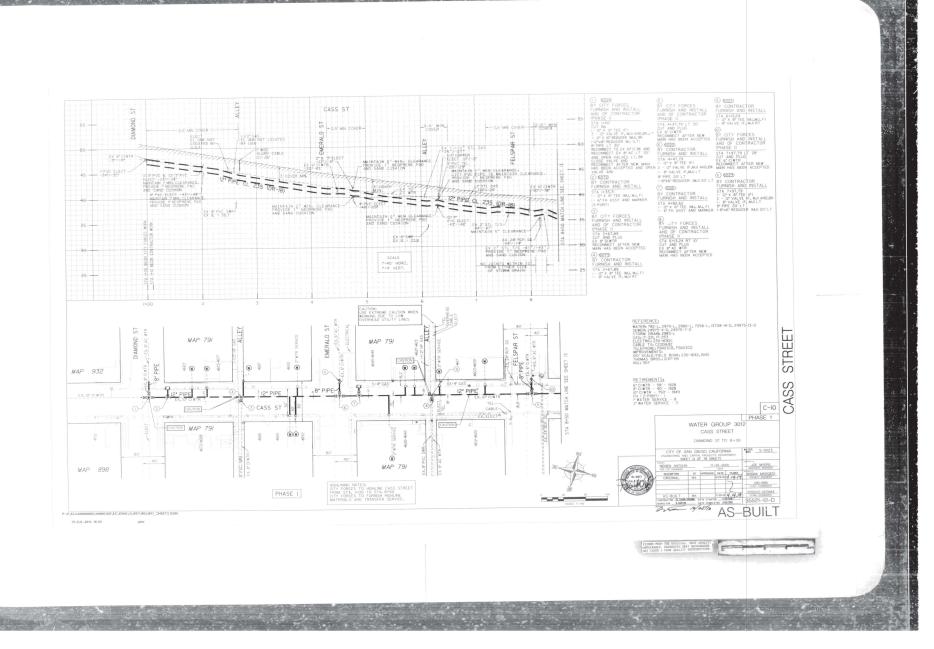


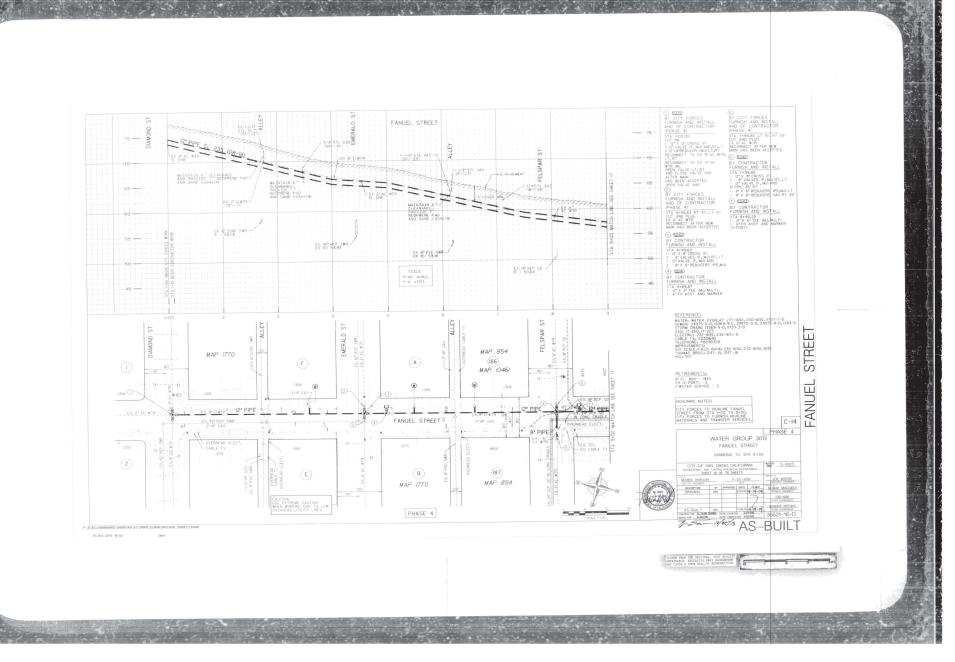
AC Water Group 1018A Appendix I – Exhibit Drawings

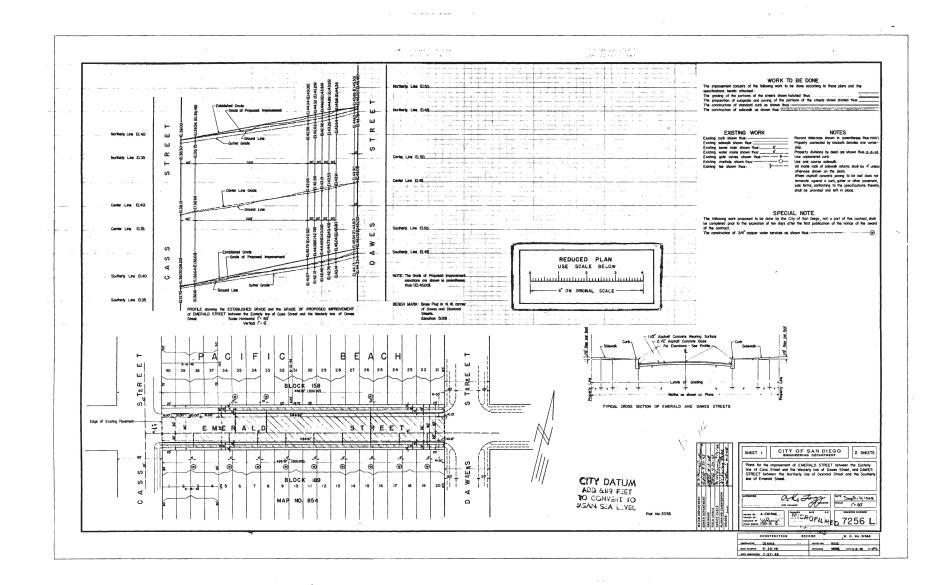
1

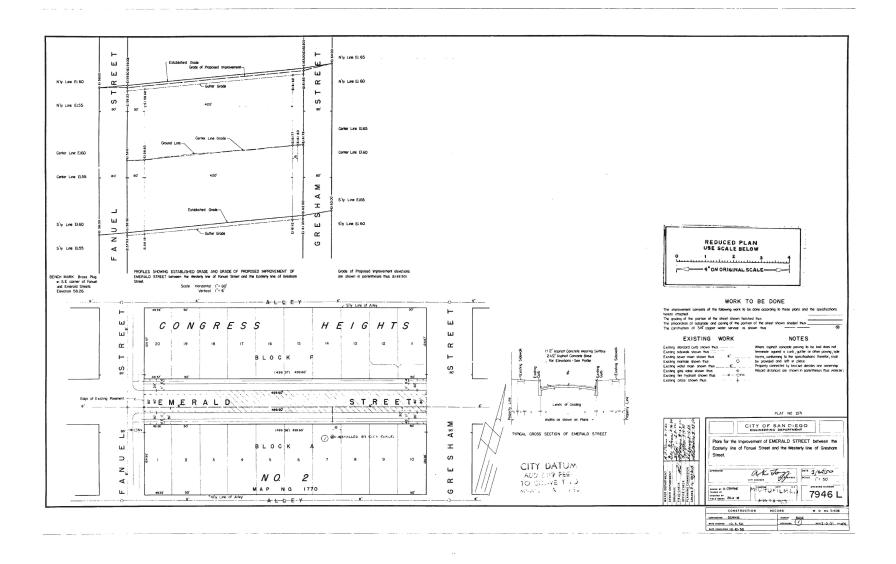


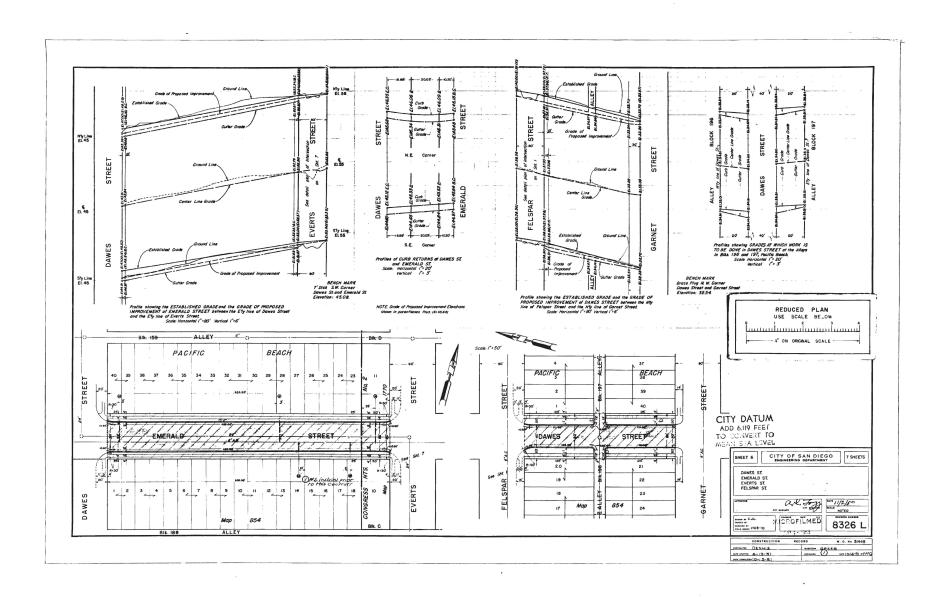
 1

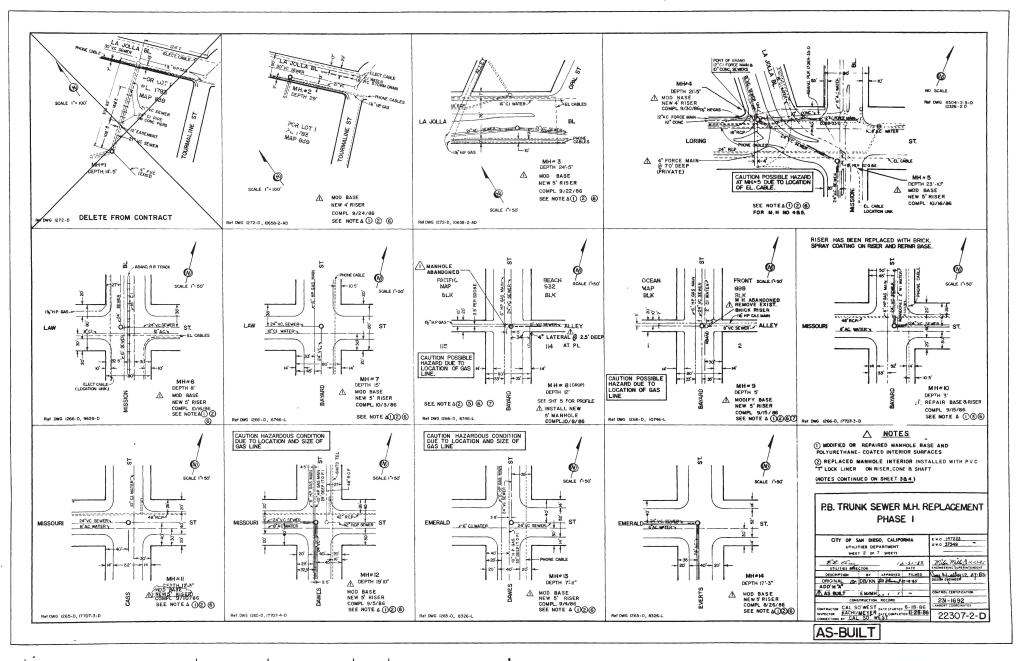




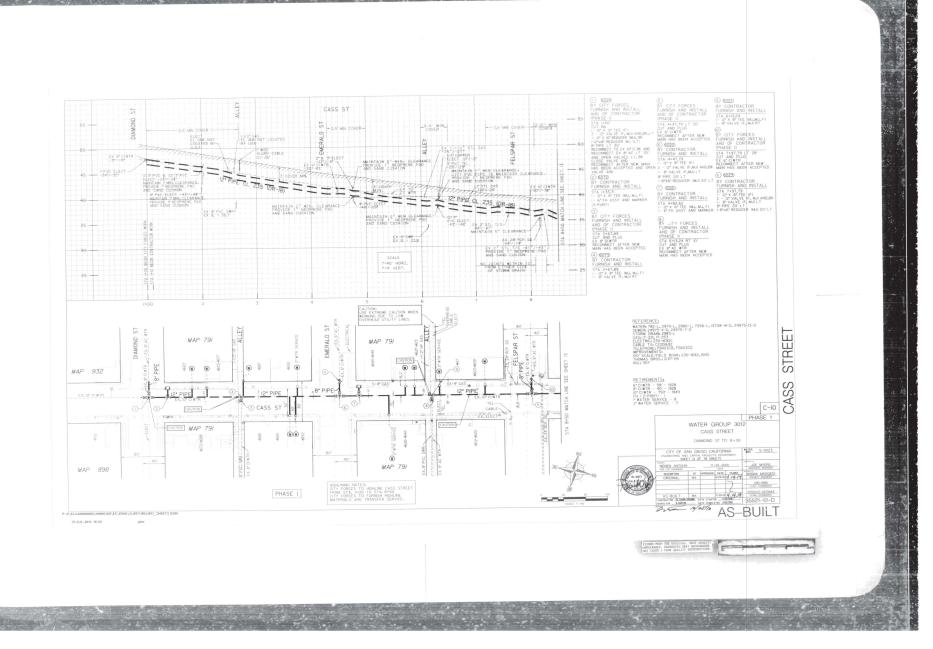


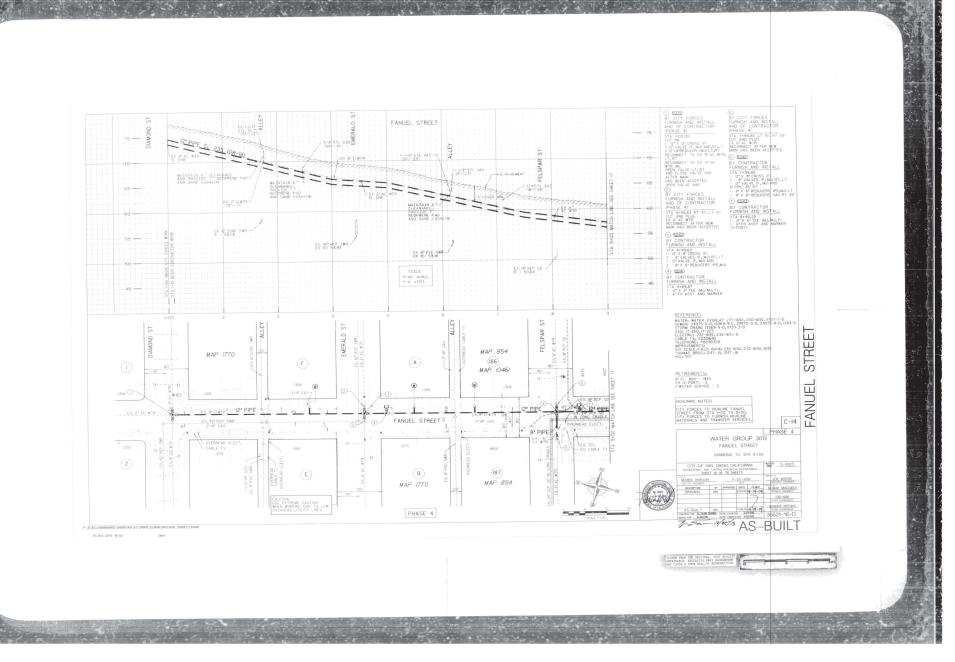


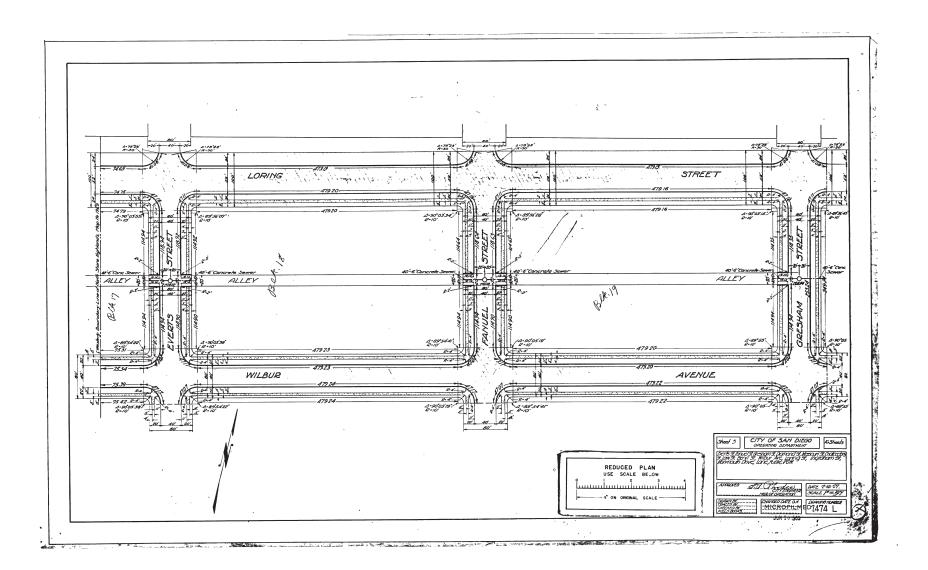


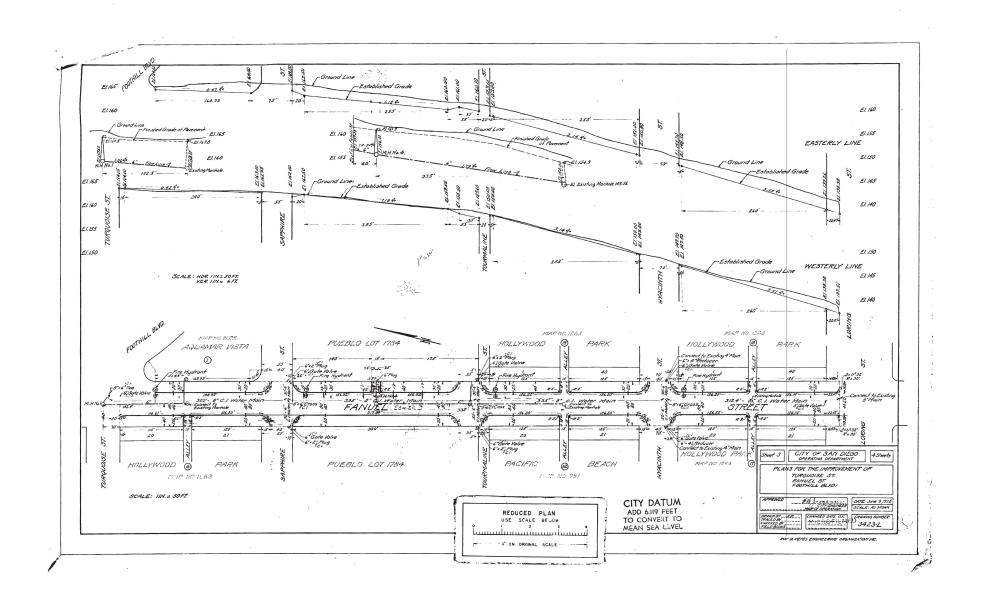


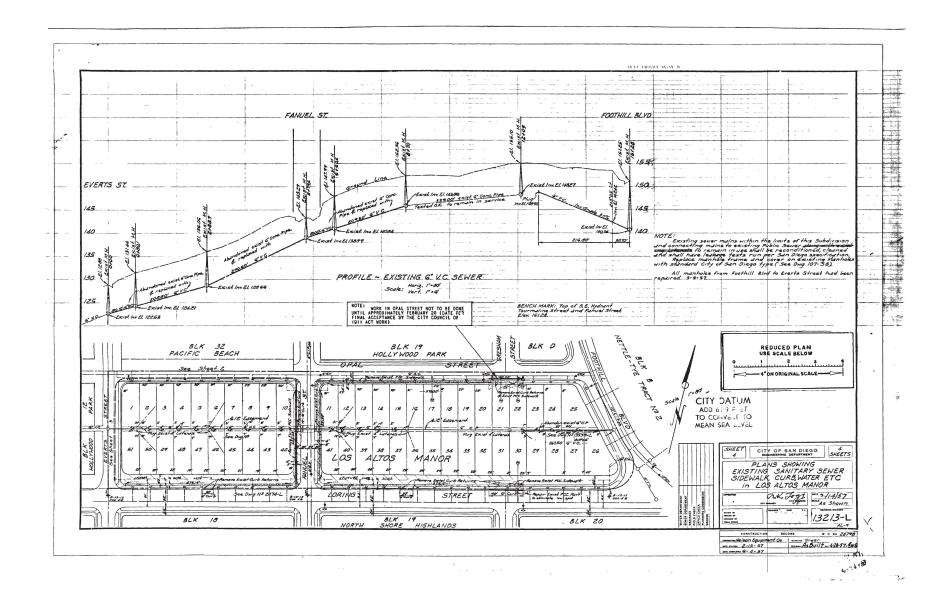
2 130 Page

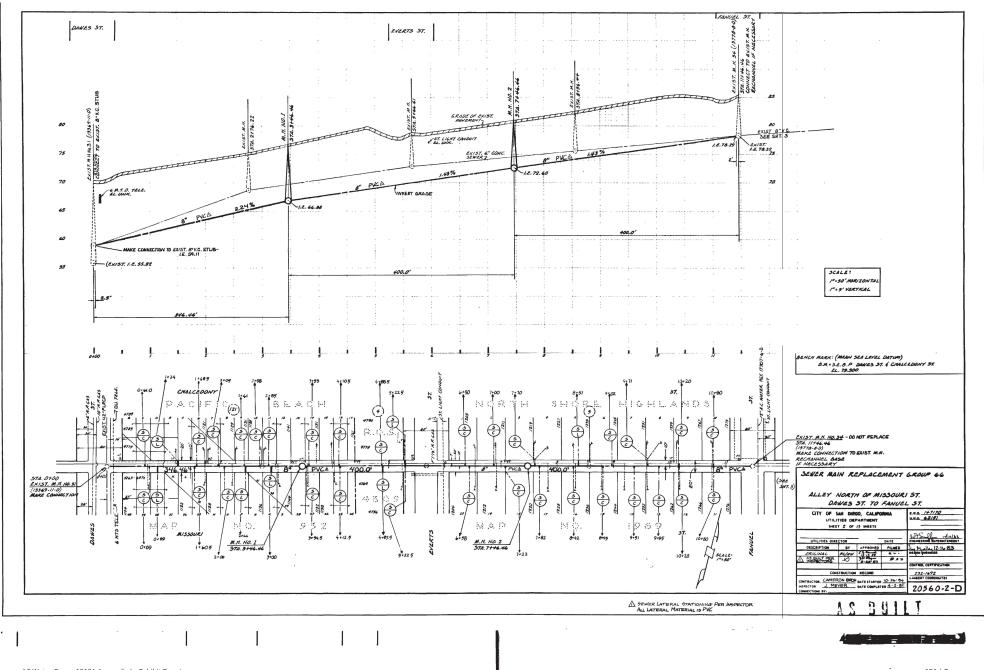


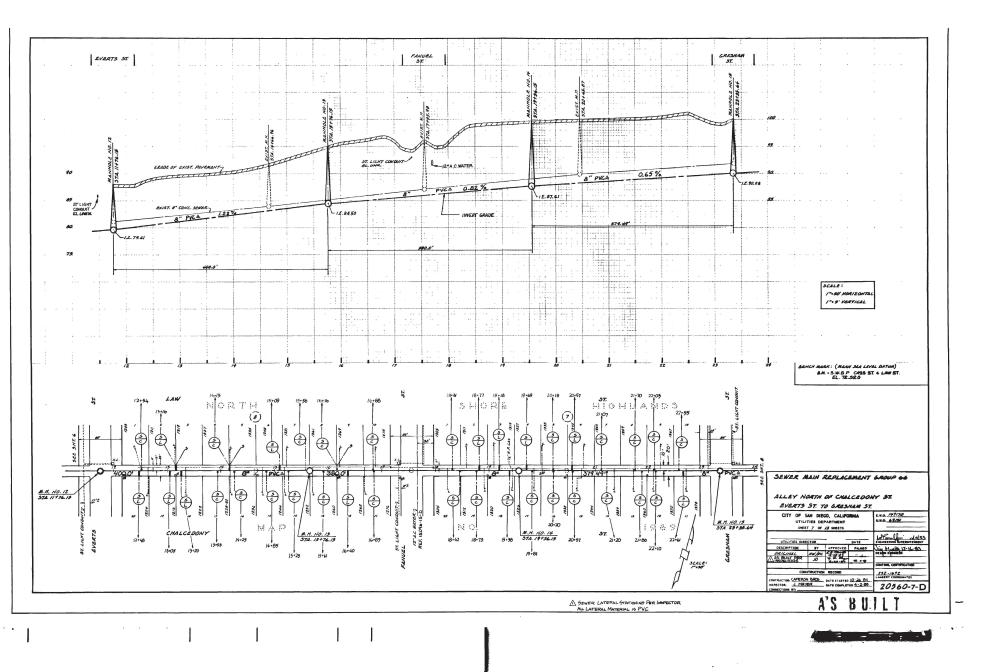


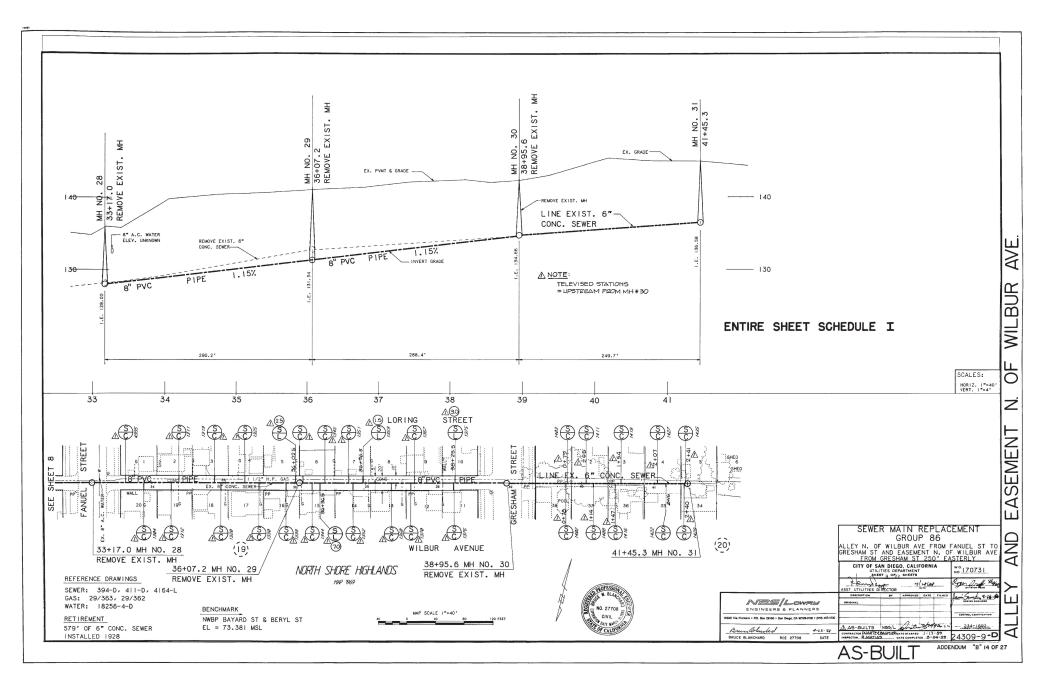




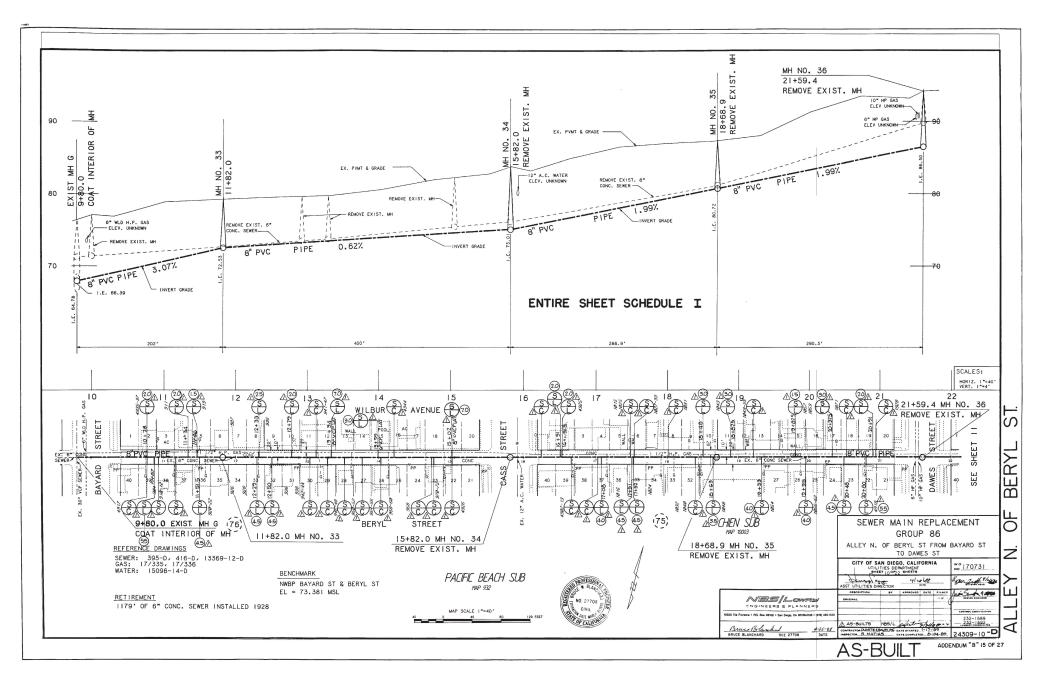


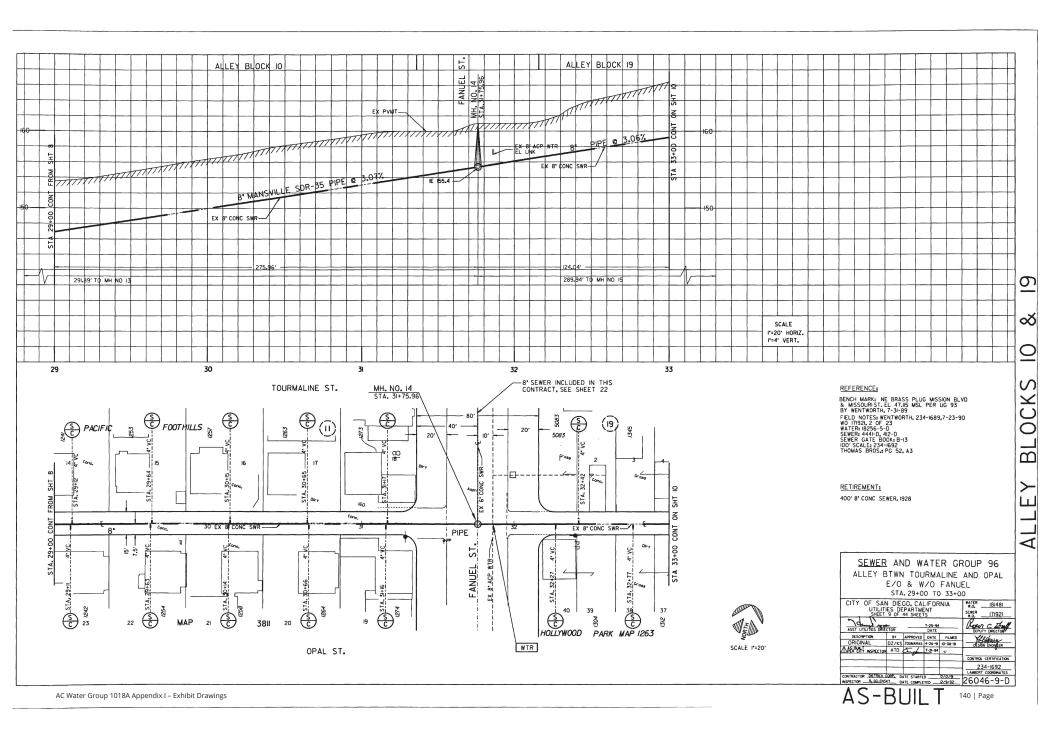


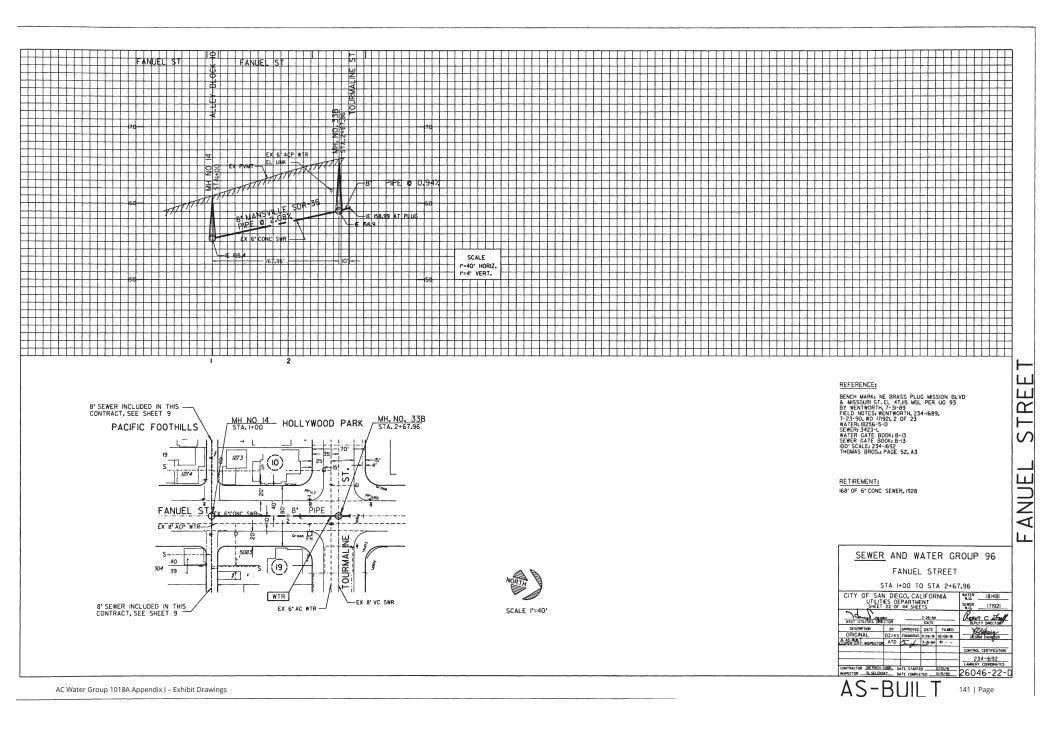




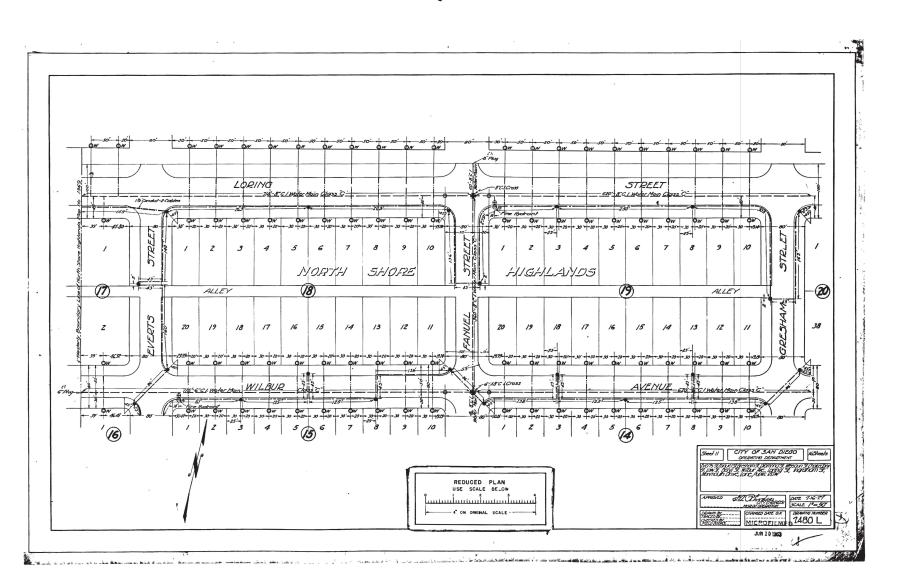
1



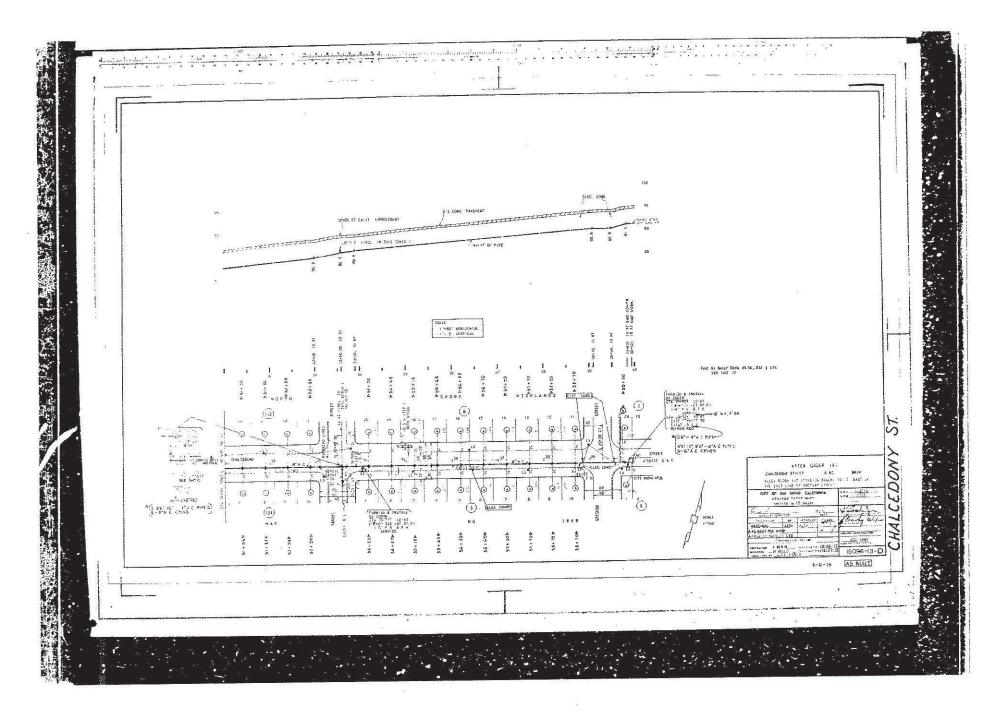


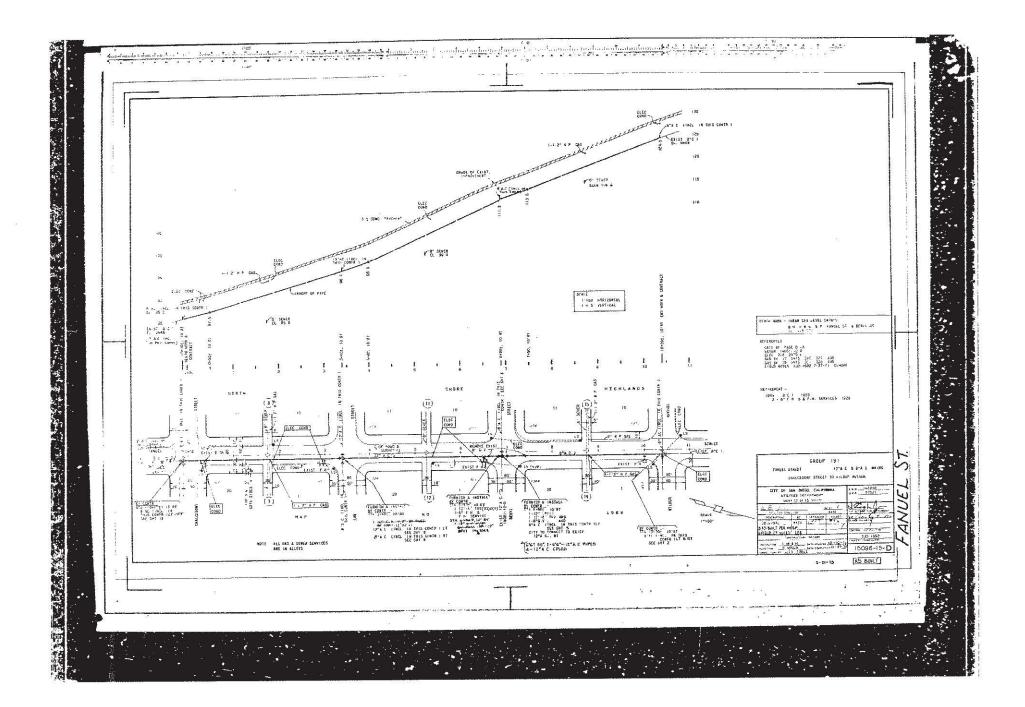


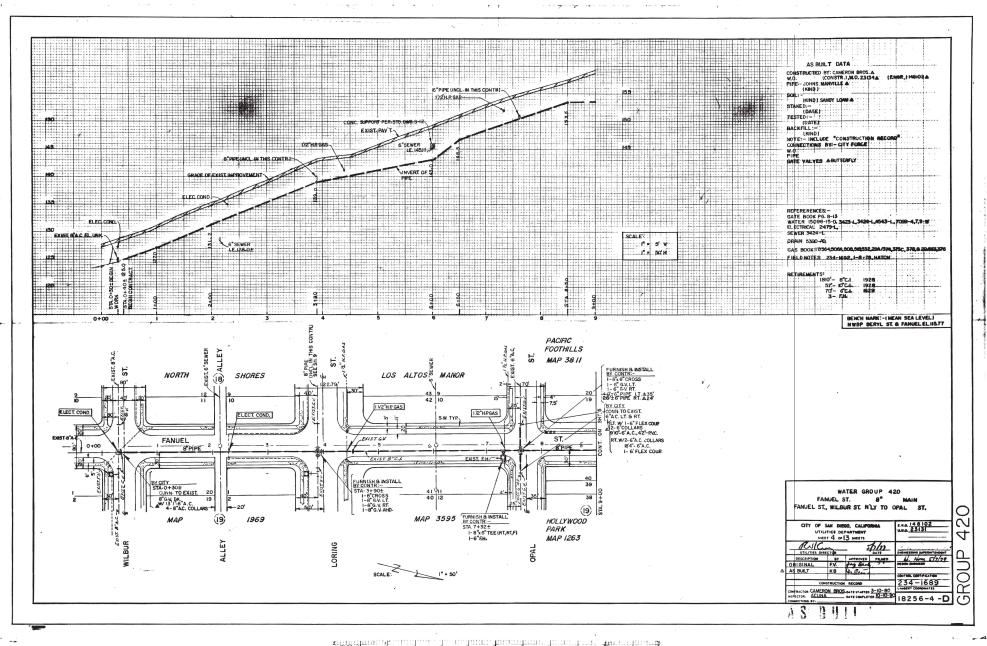


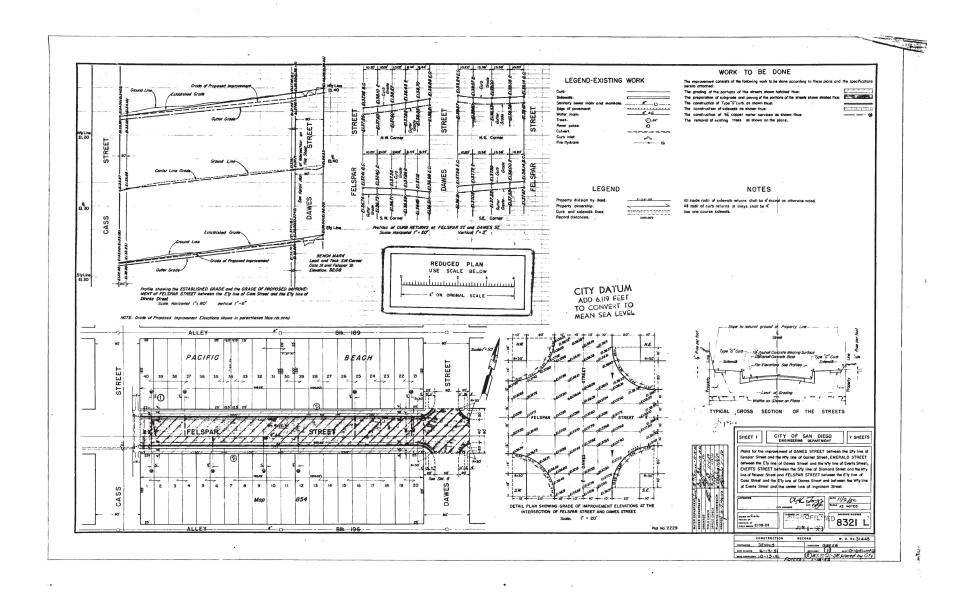


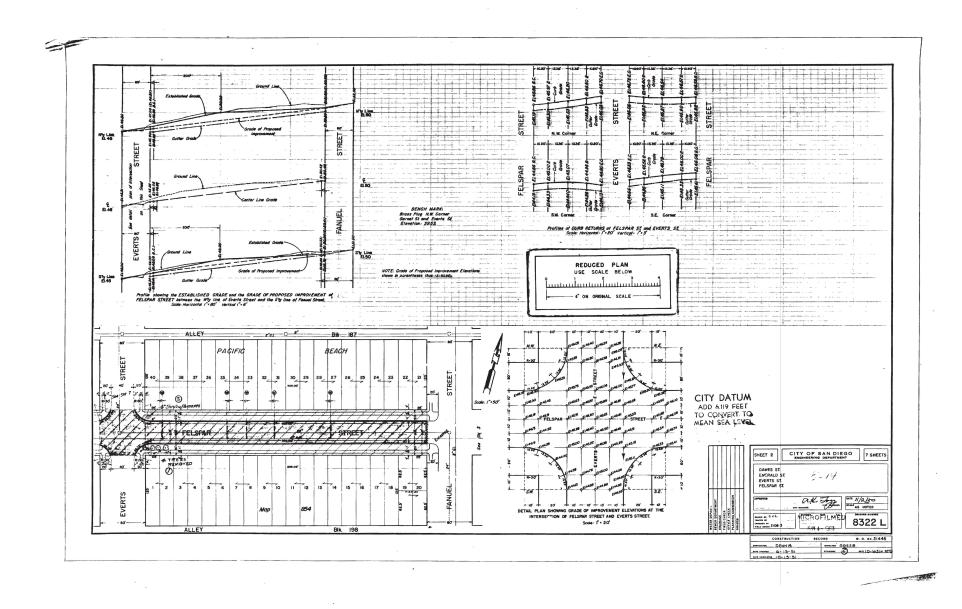
*



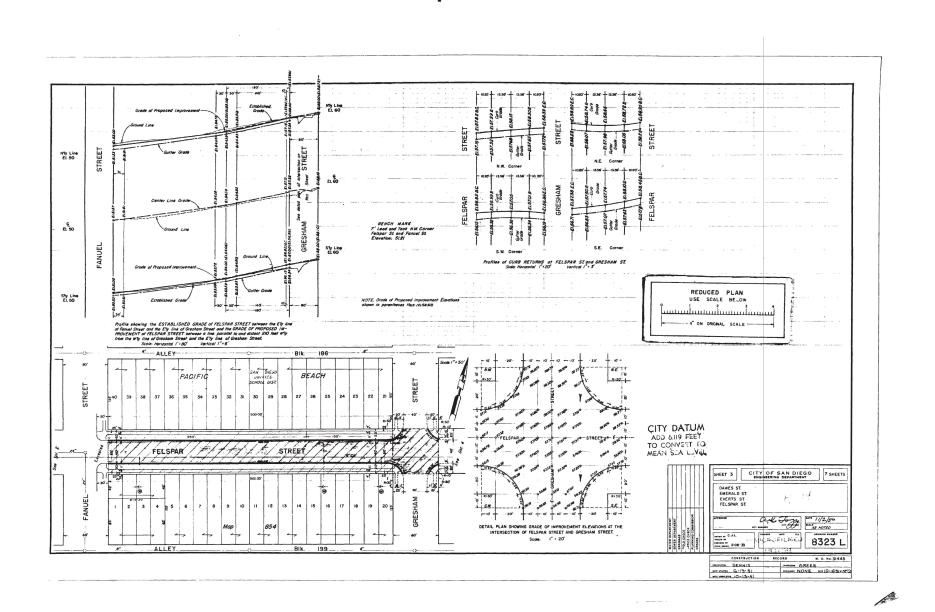


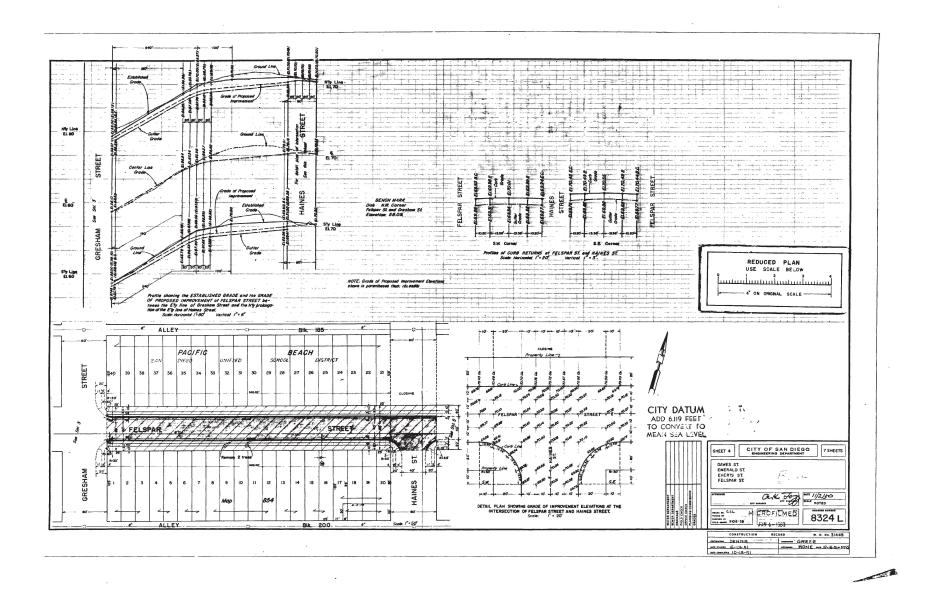


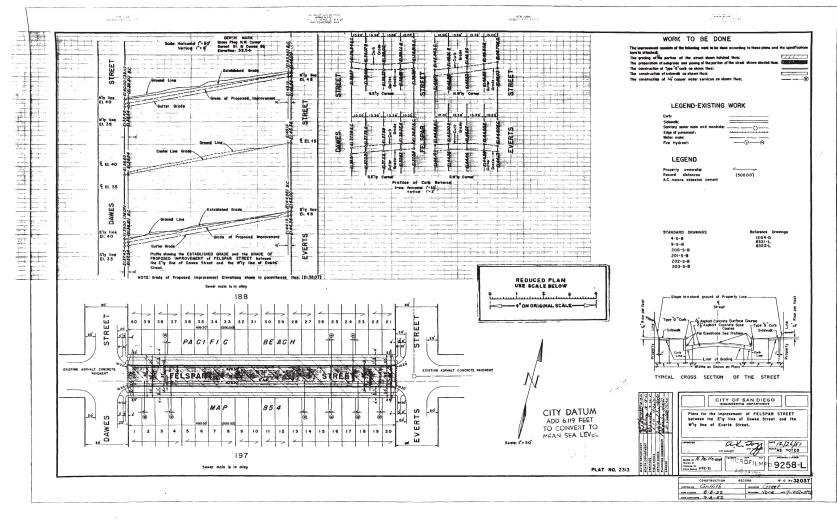




A which choop for outperious in the brawings

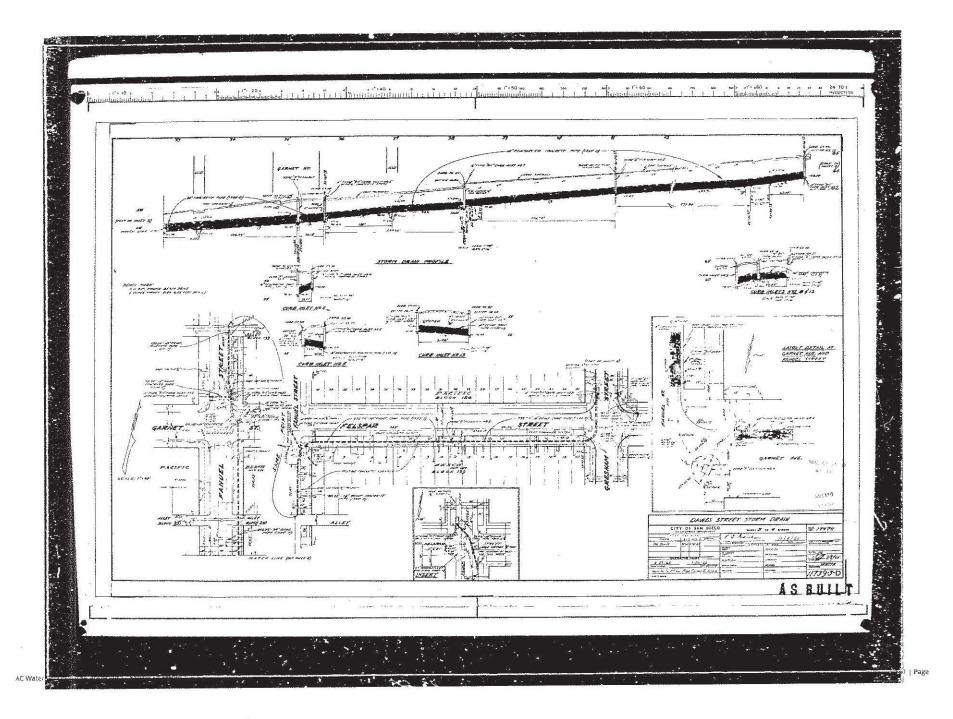


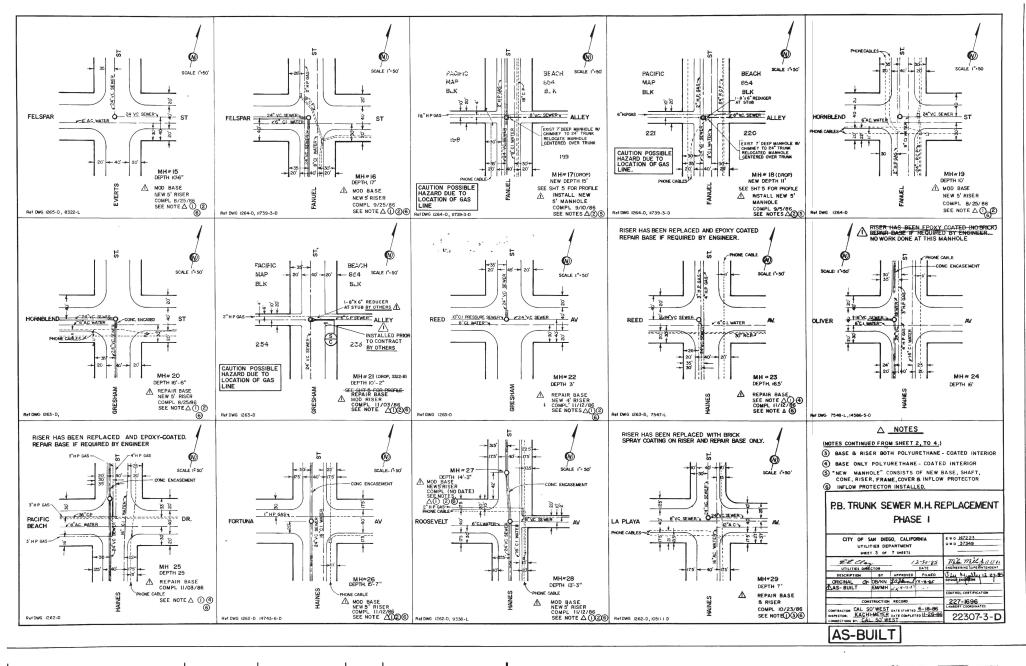


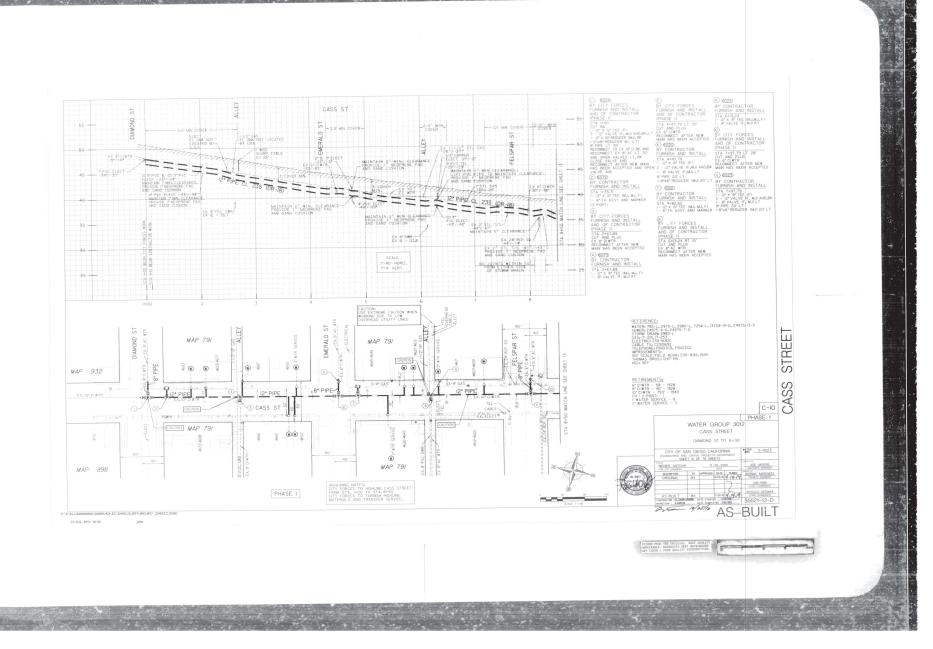


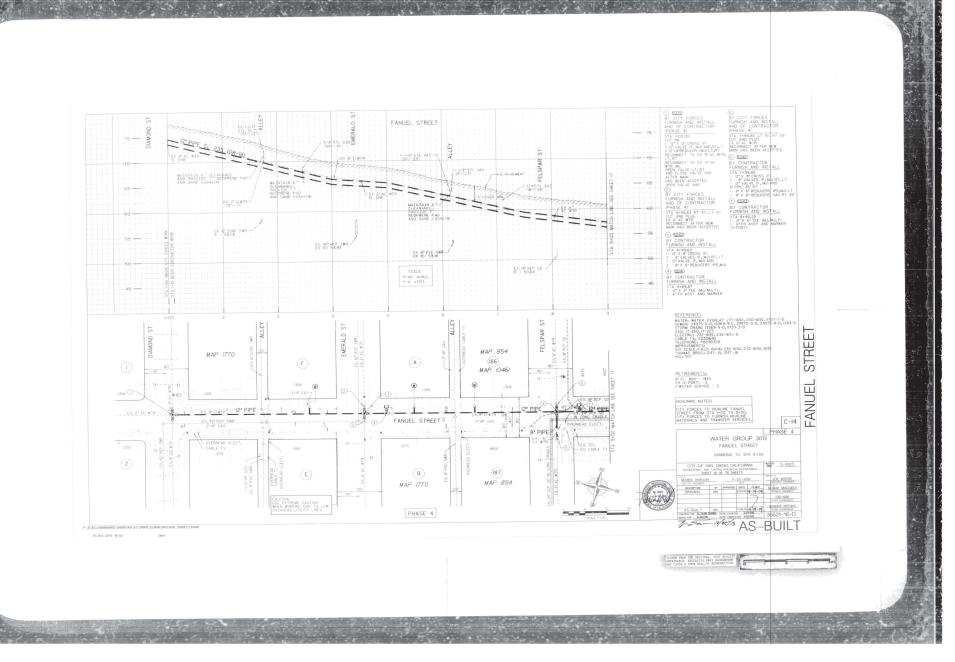
٠, -*. 「ないない」というないというである。 i sati - 2 1

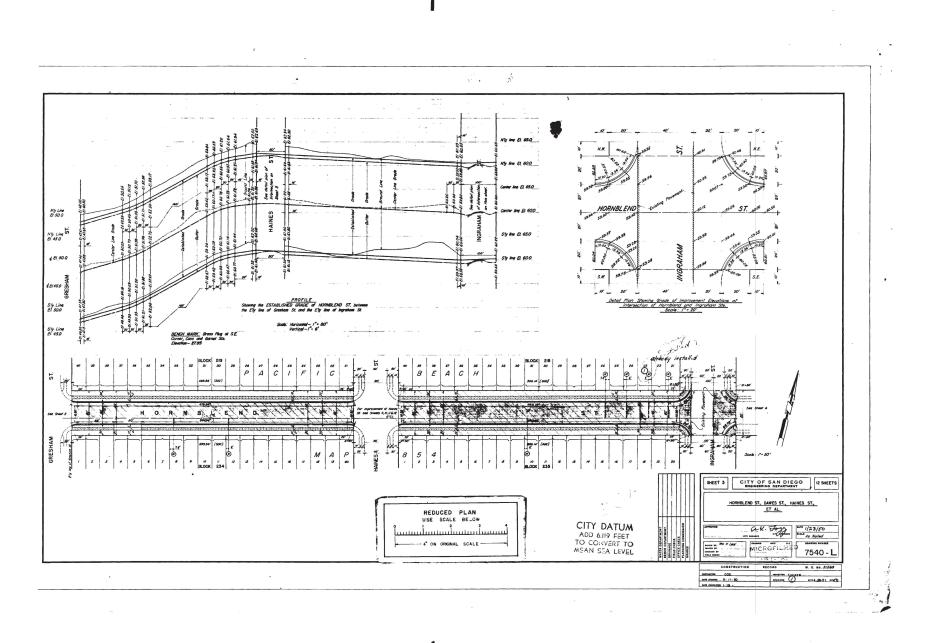
*

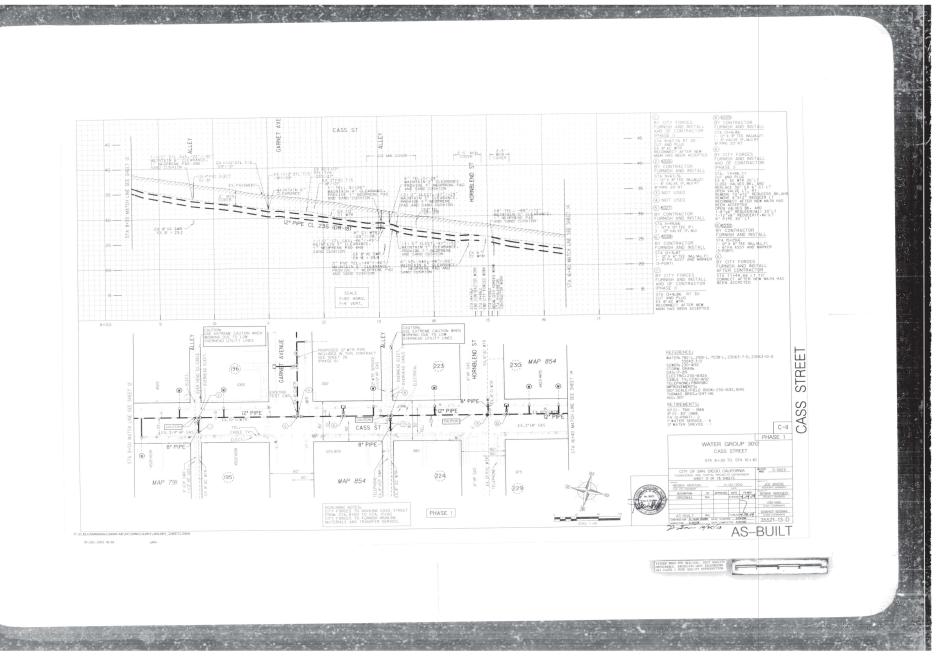


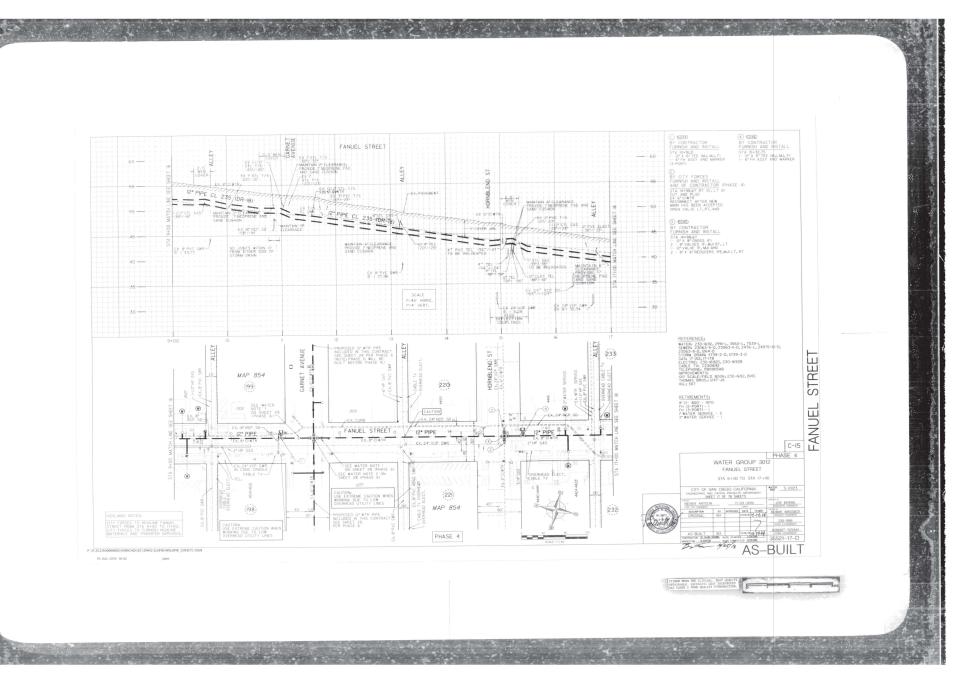


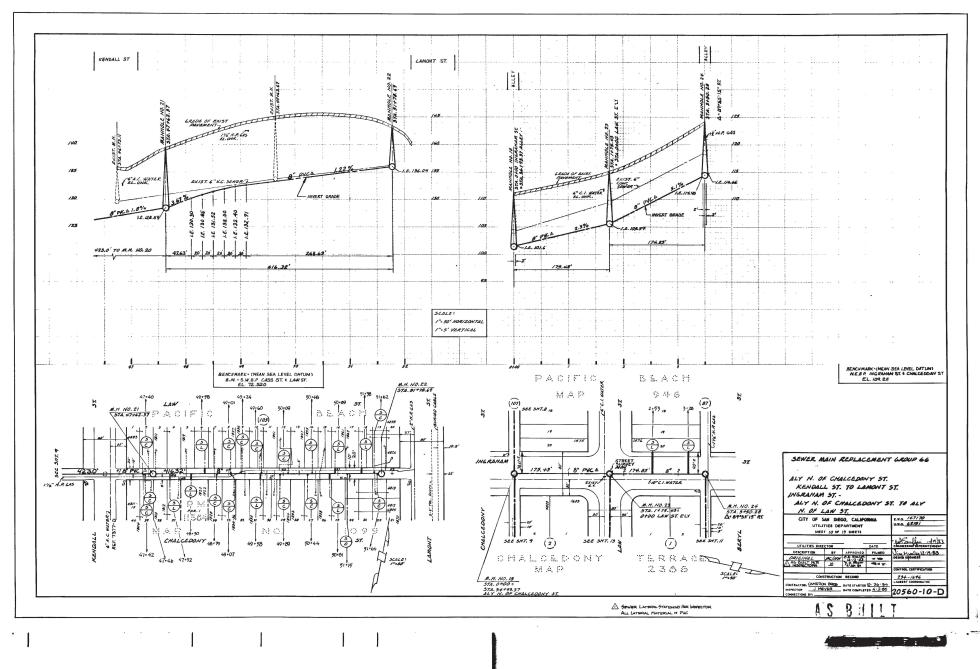


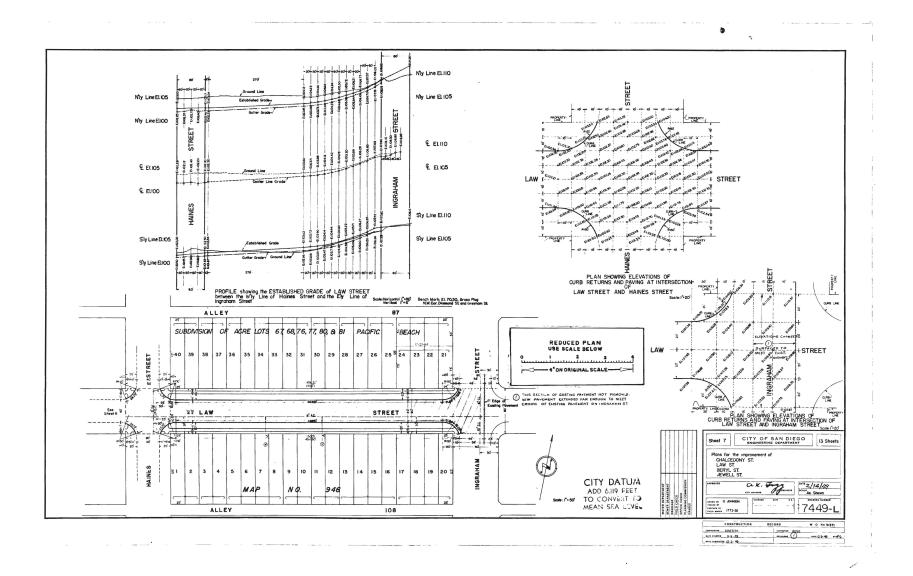


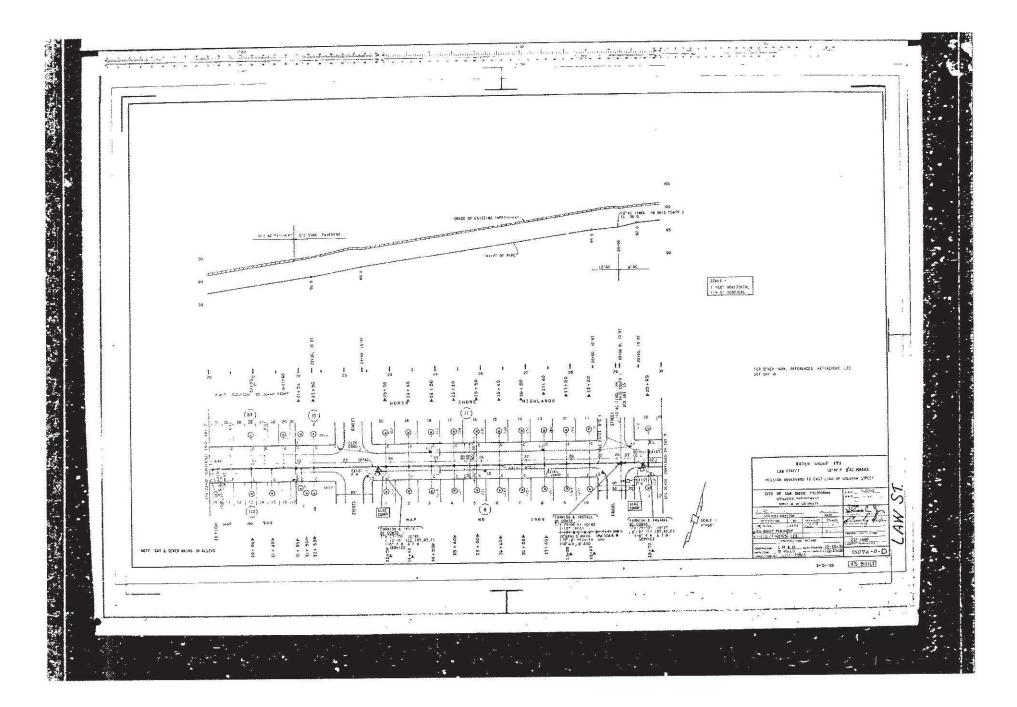


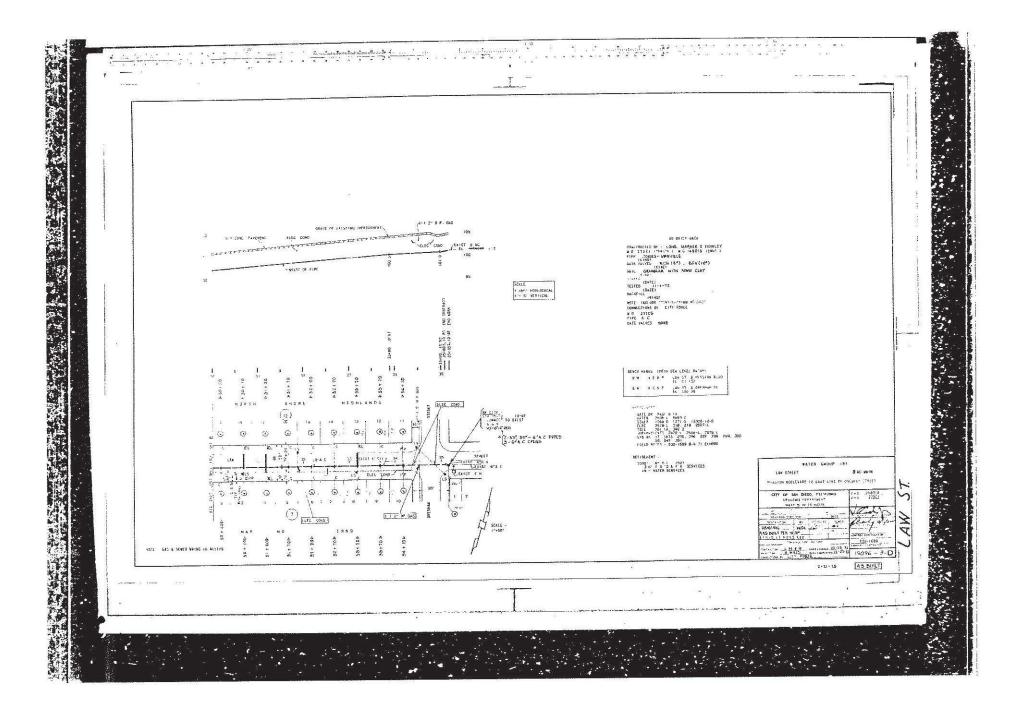


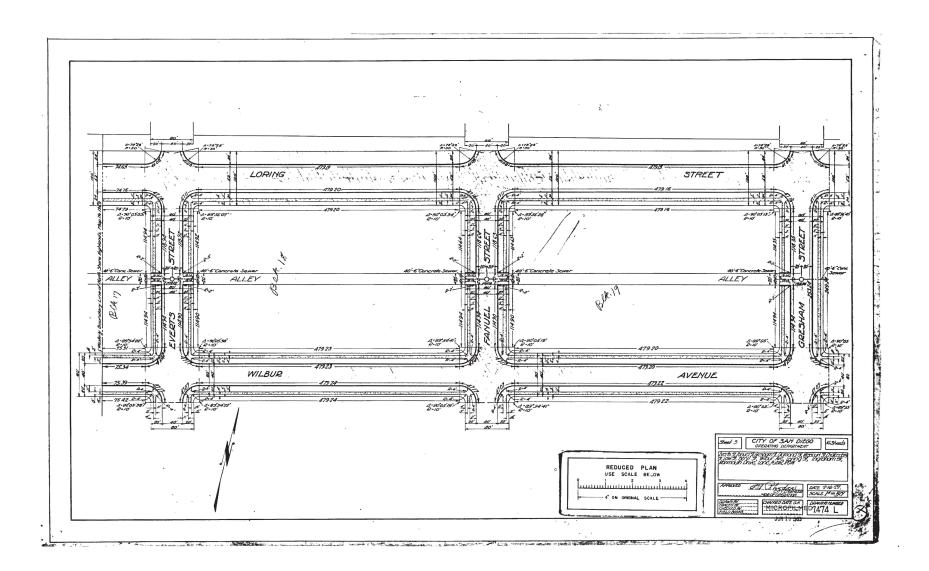


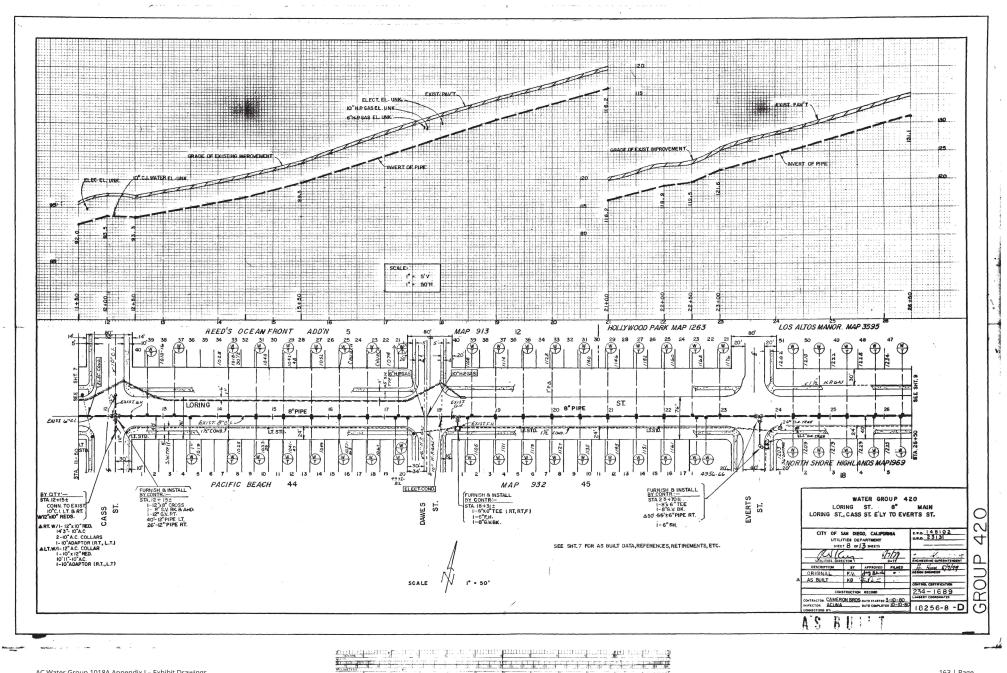




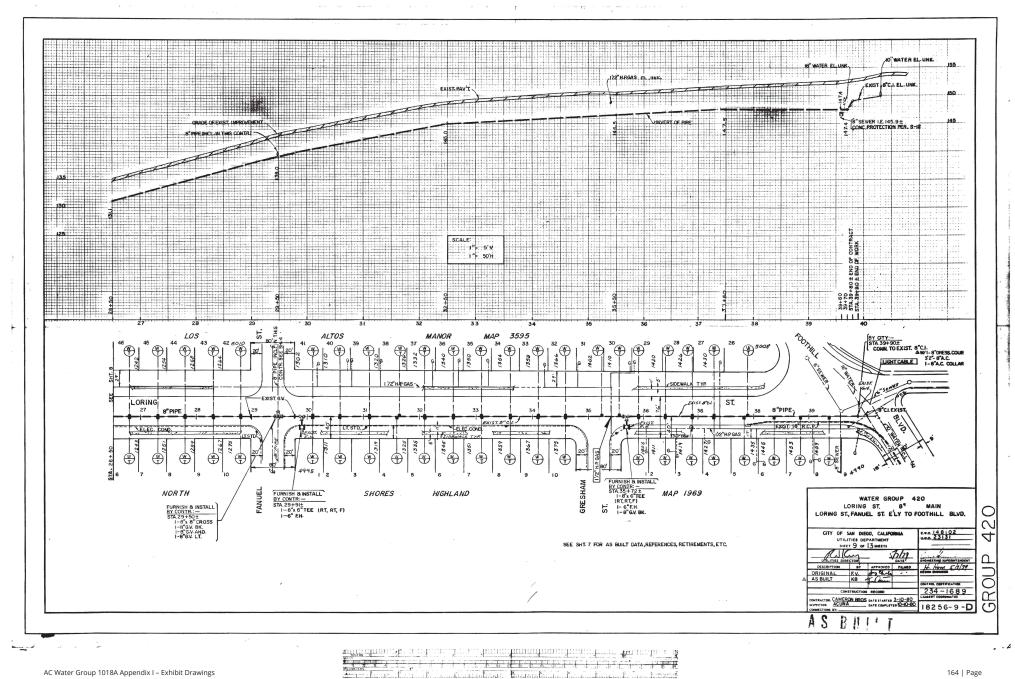






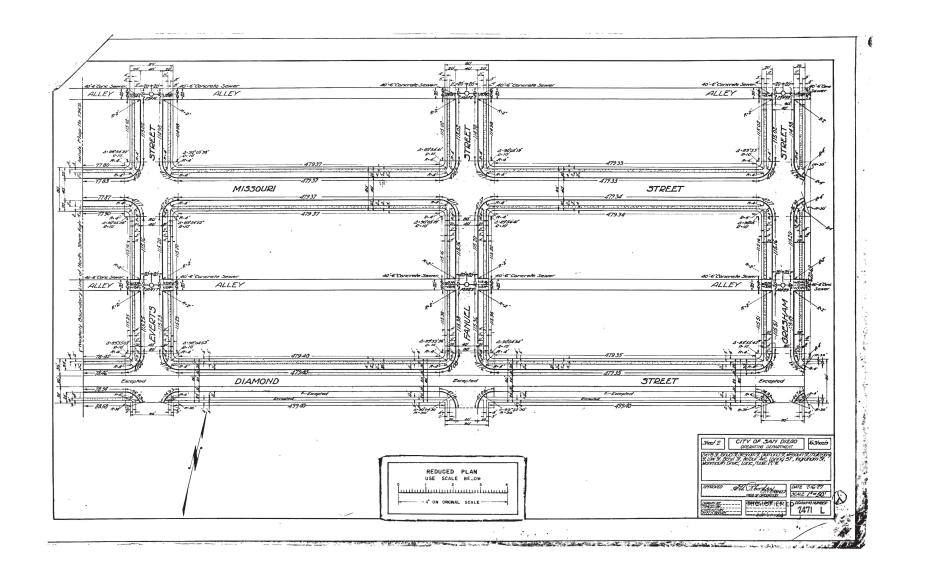


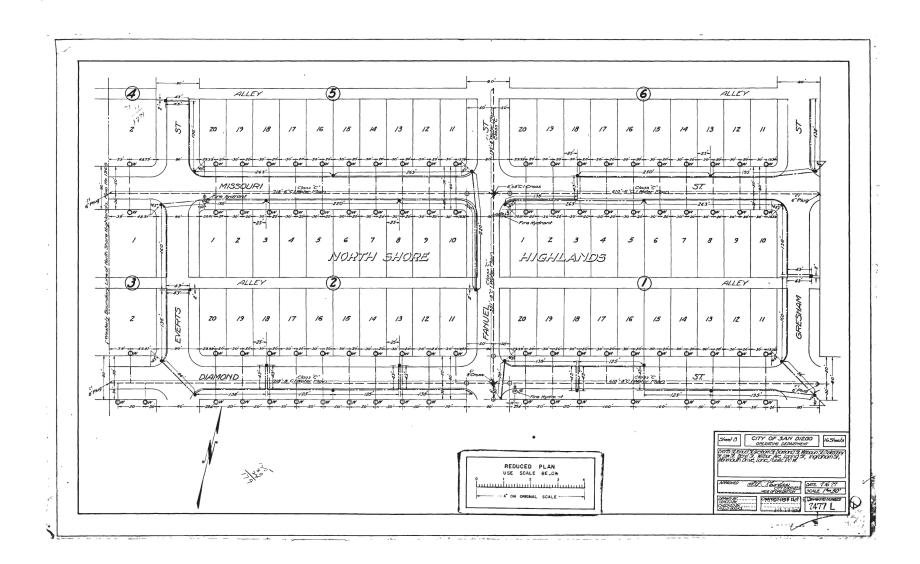
Anner Kanner River P. I. K. Hauss Bran Burner Product Parcel Michael Provent Area Martin

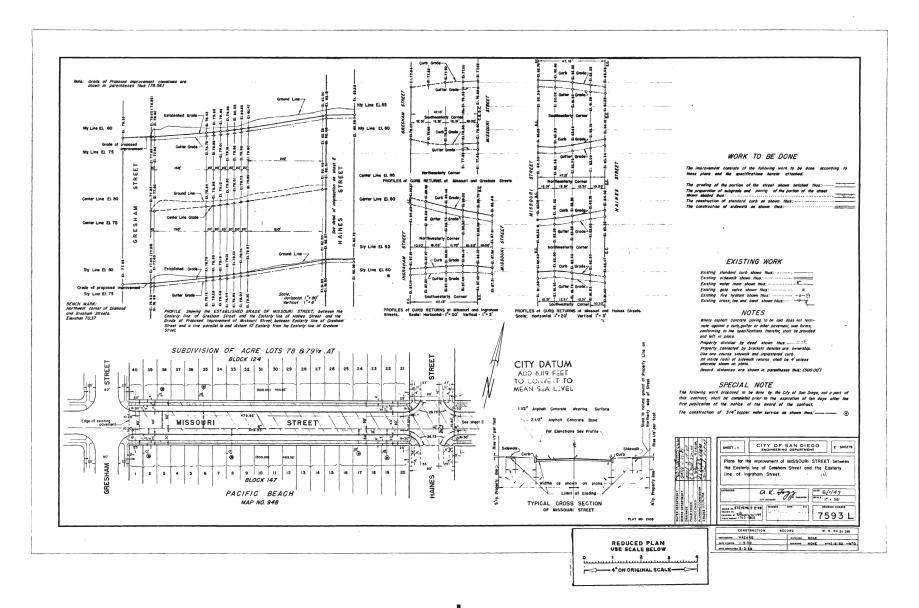


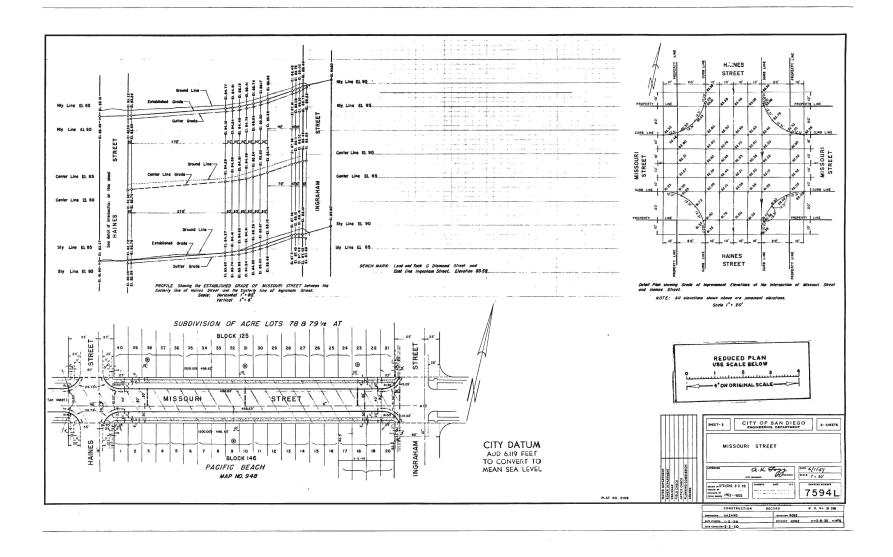
Biblio Biblio Printera

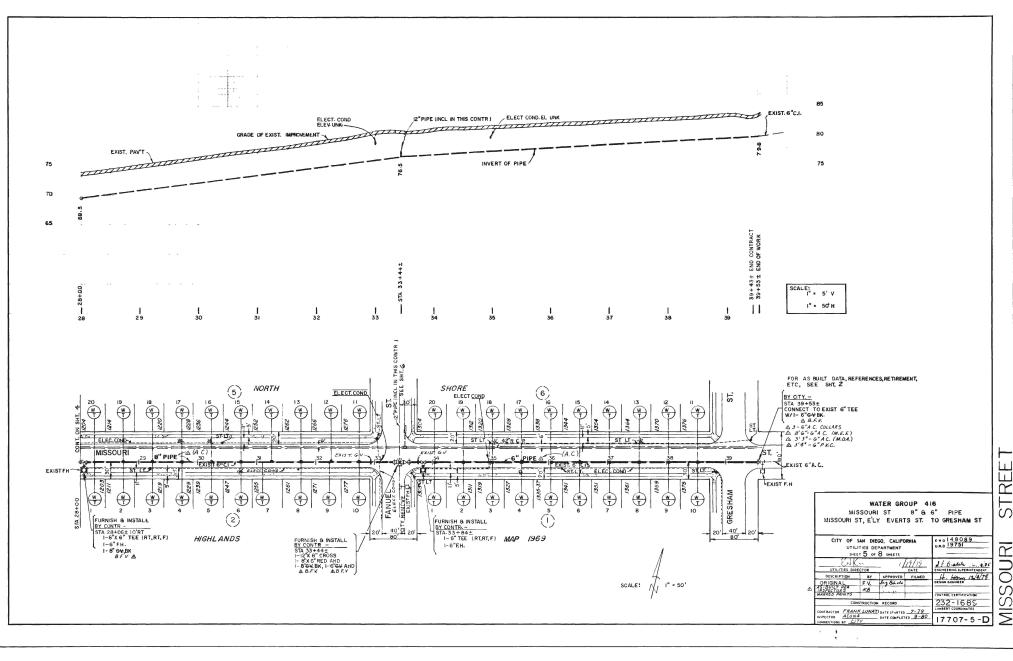
.....น้ำกานน้ำกับไว้เกิดได้เ

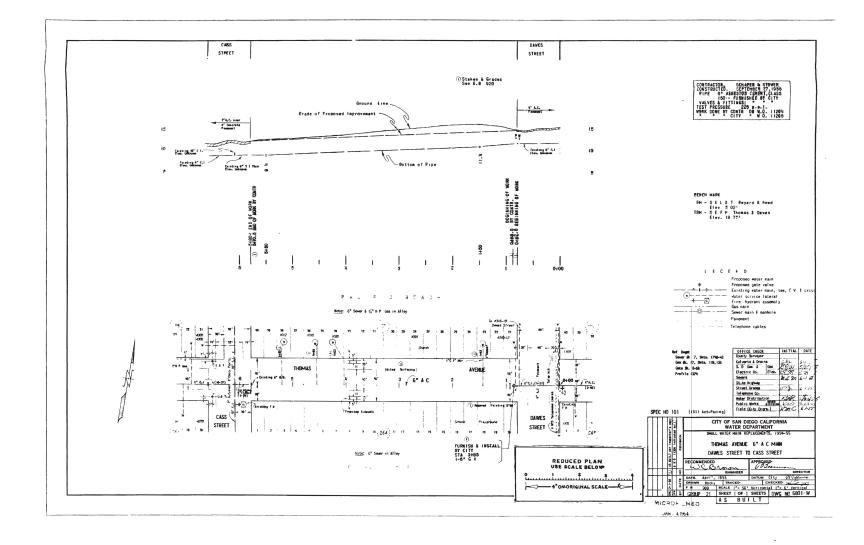




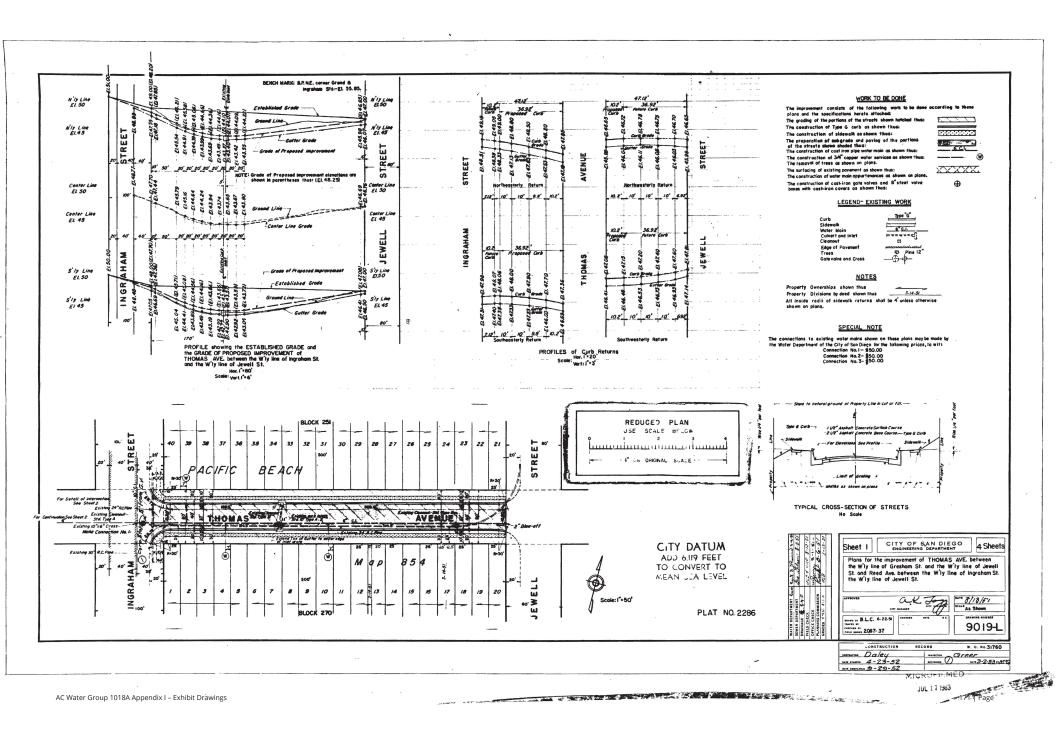


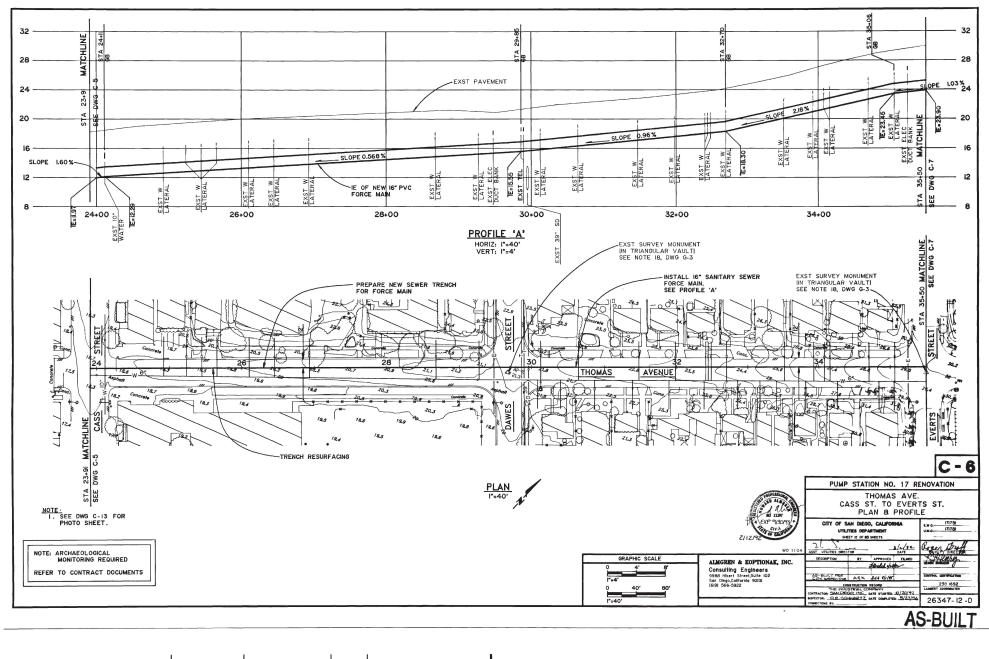




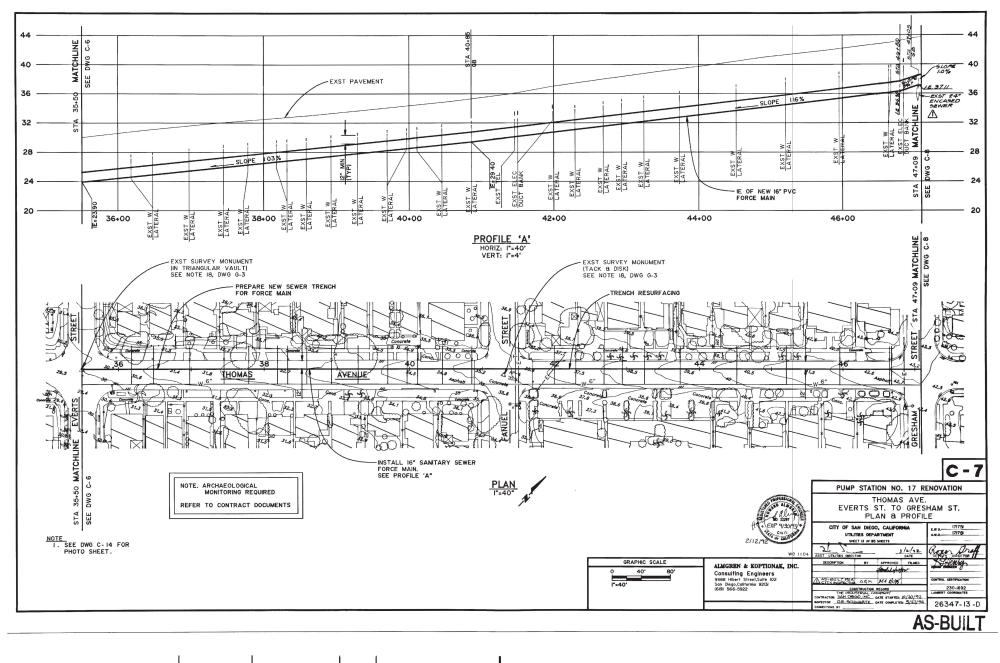


.

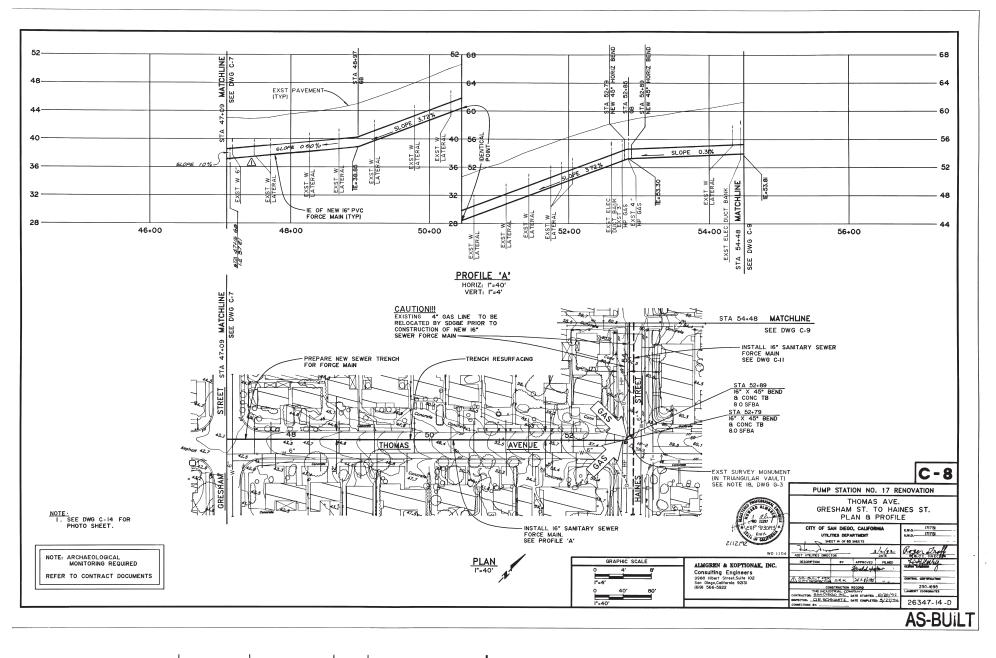


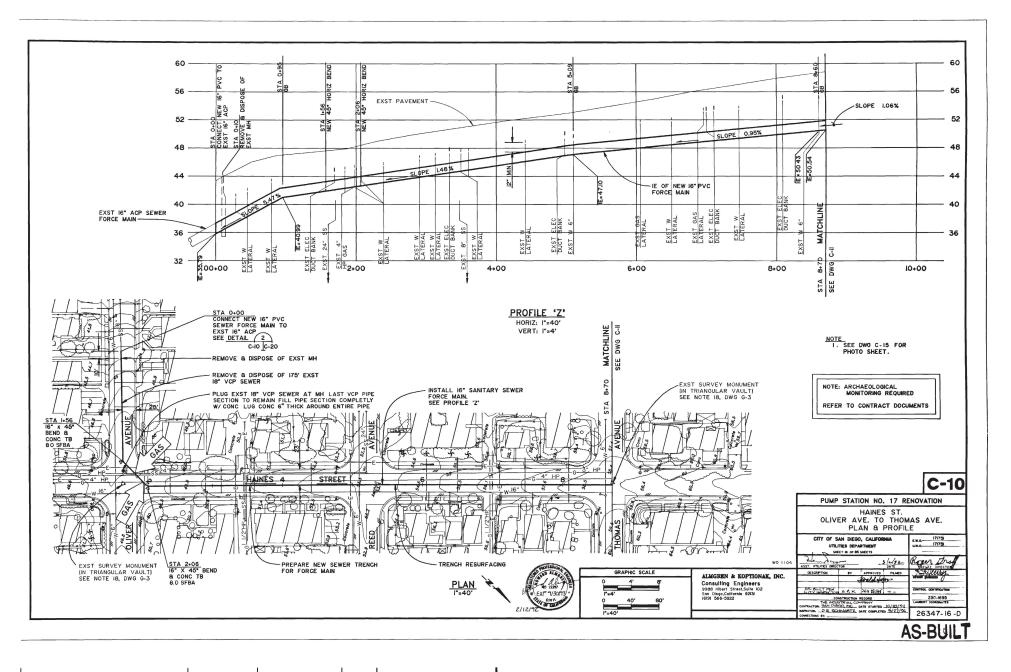


Page

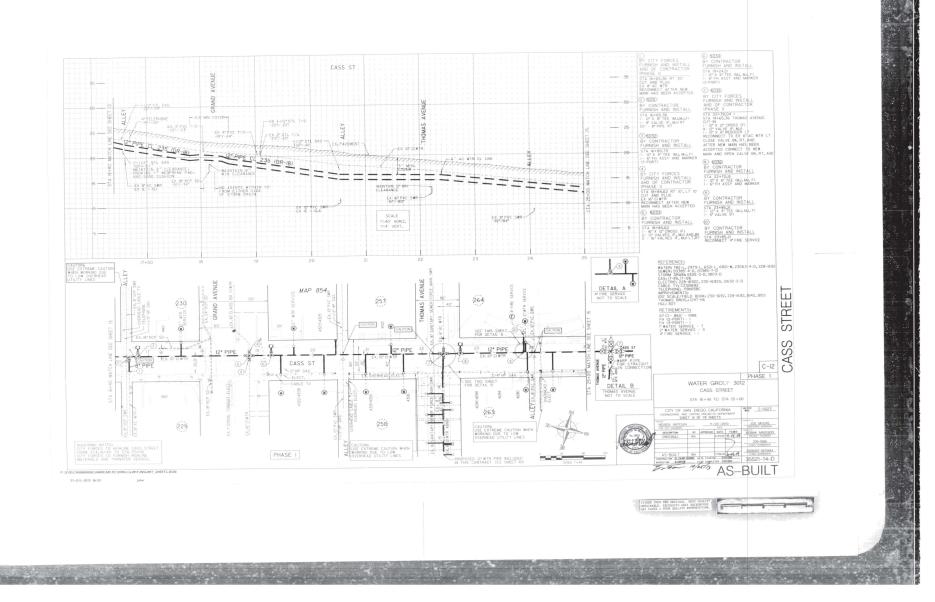


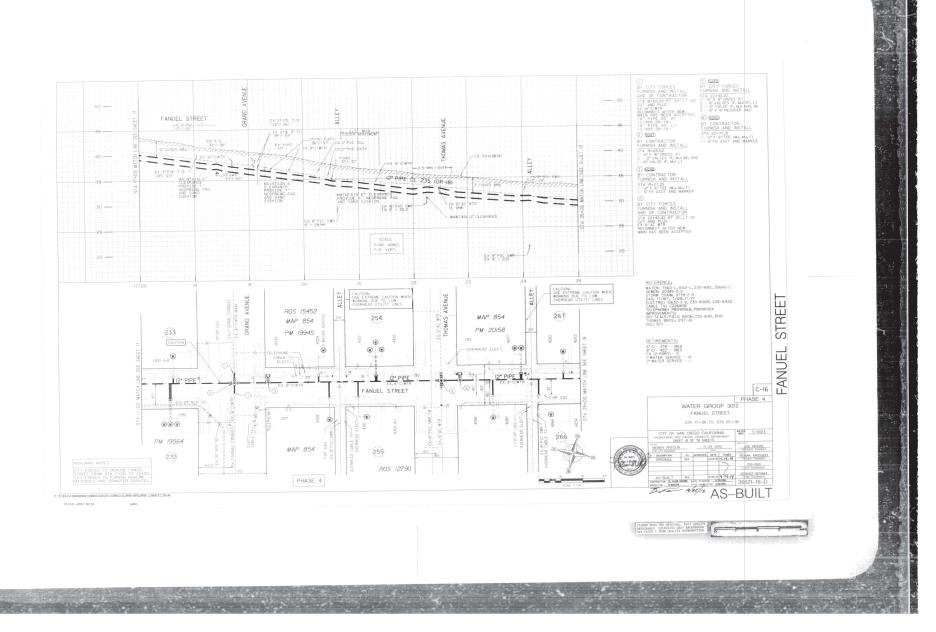
2 3 173 Page



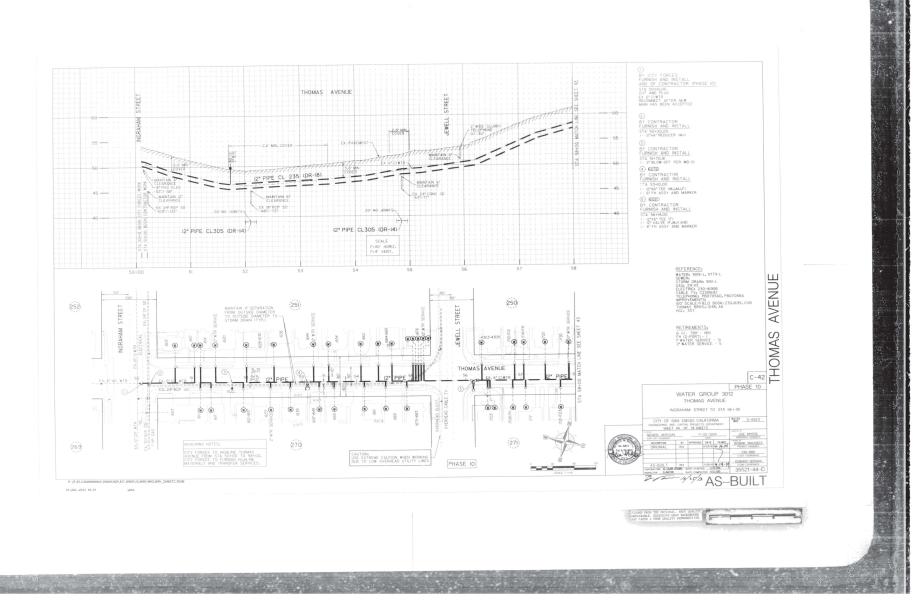


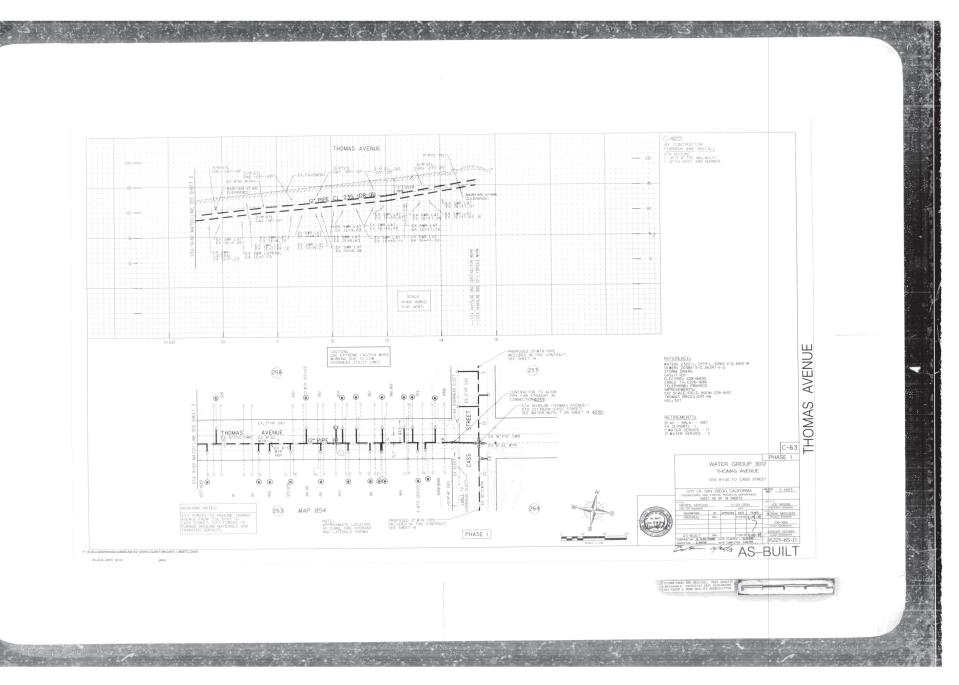
a 3 175 | Page

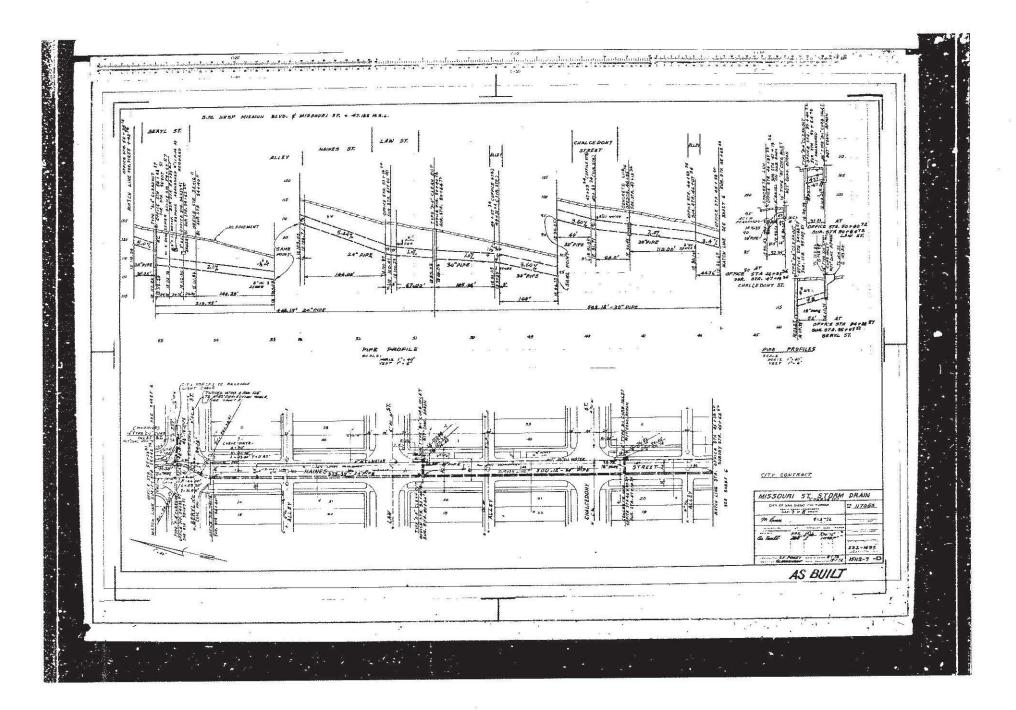


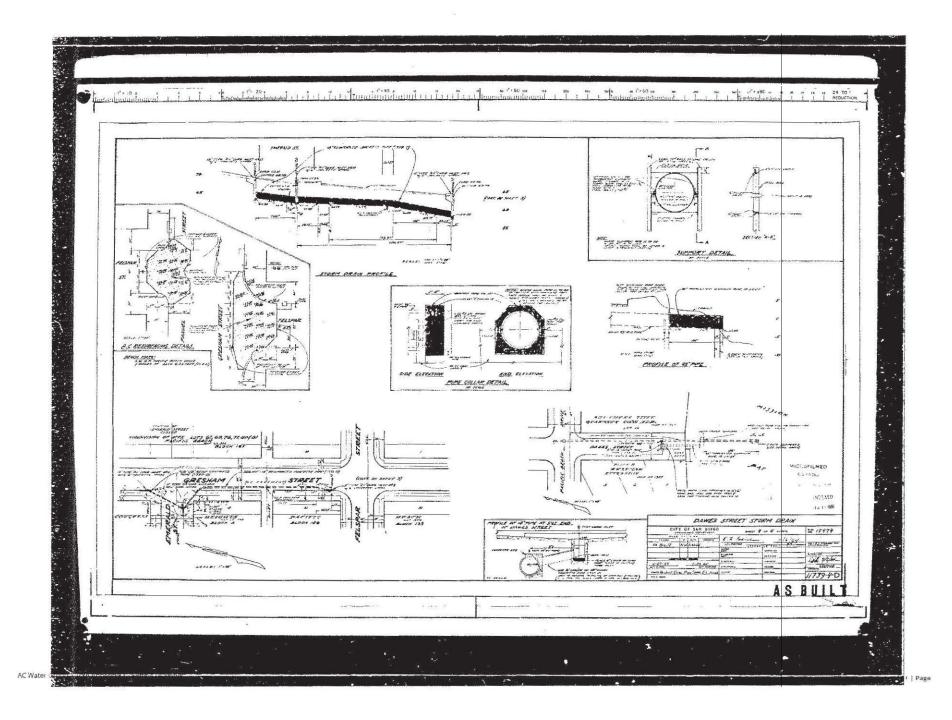


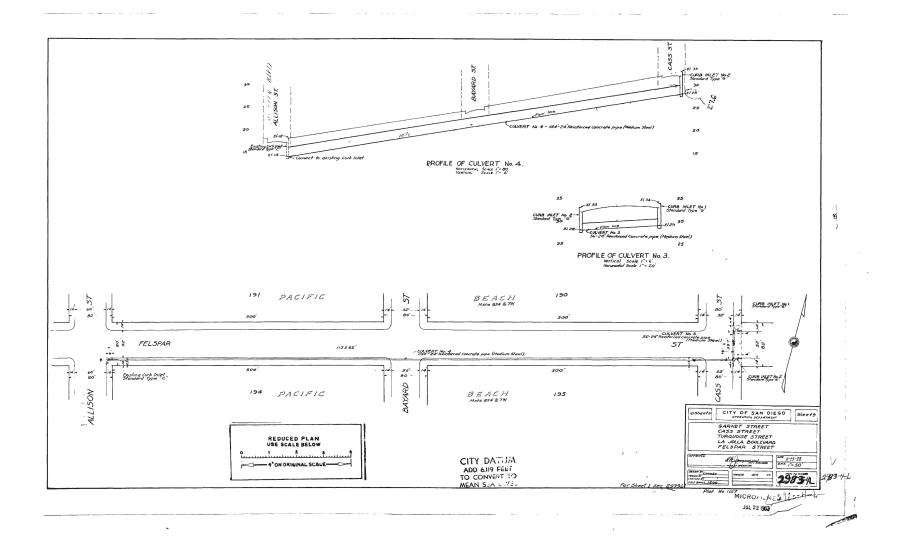
Ter ser al

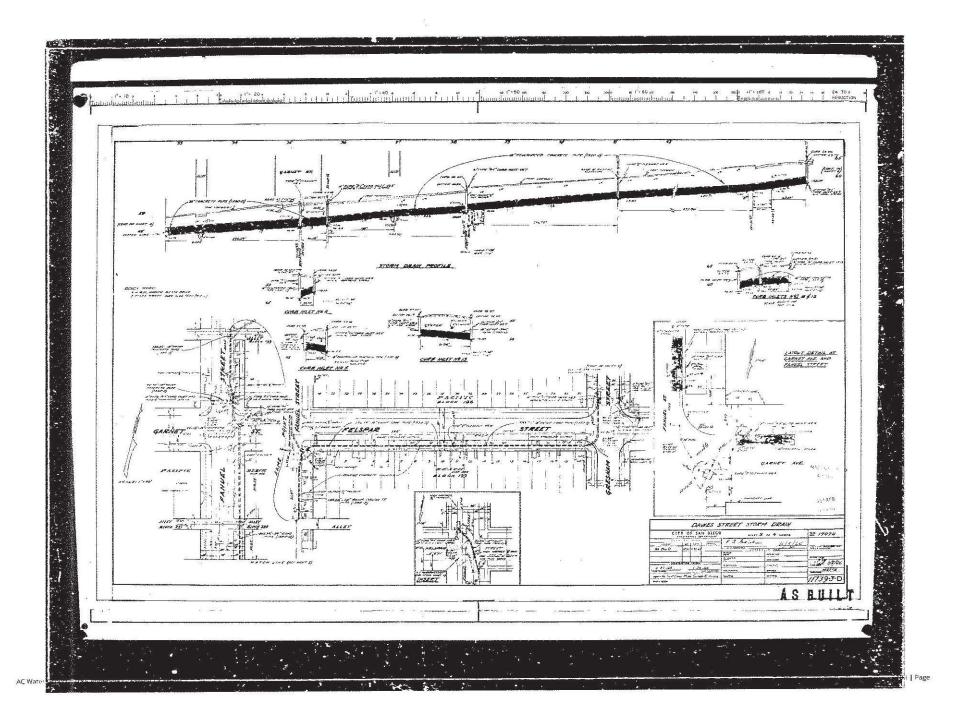


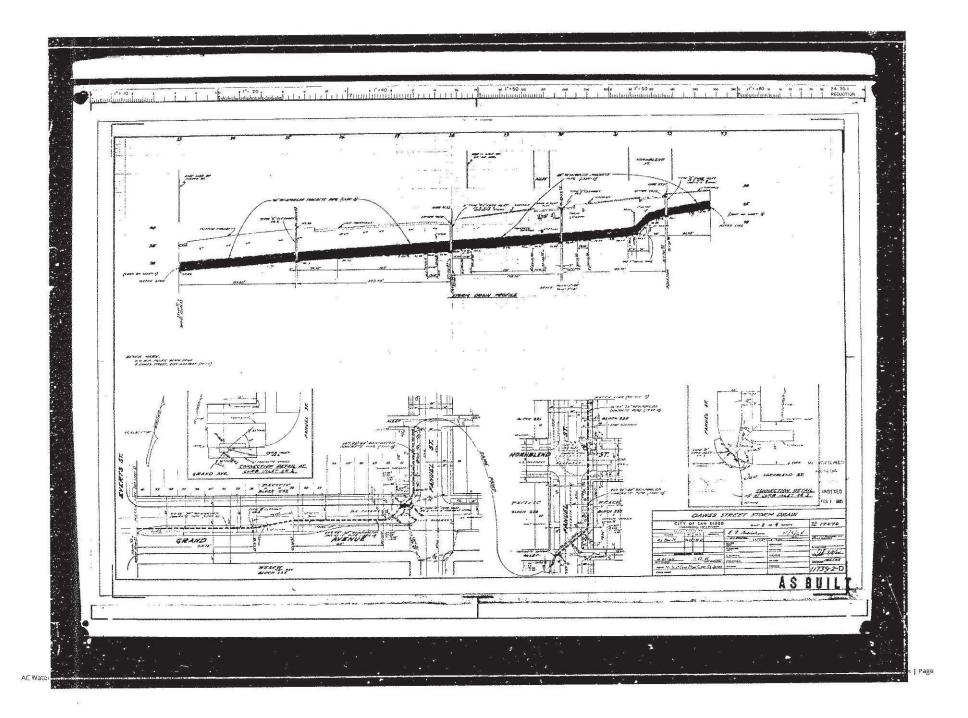


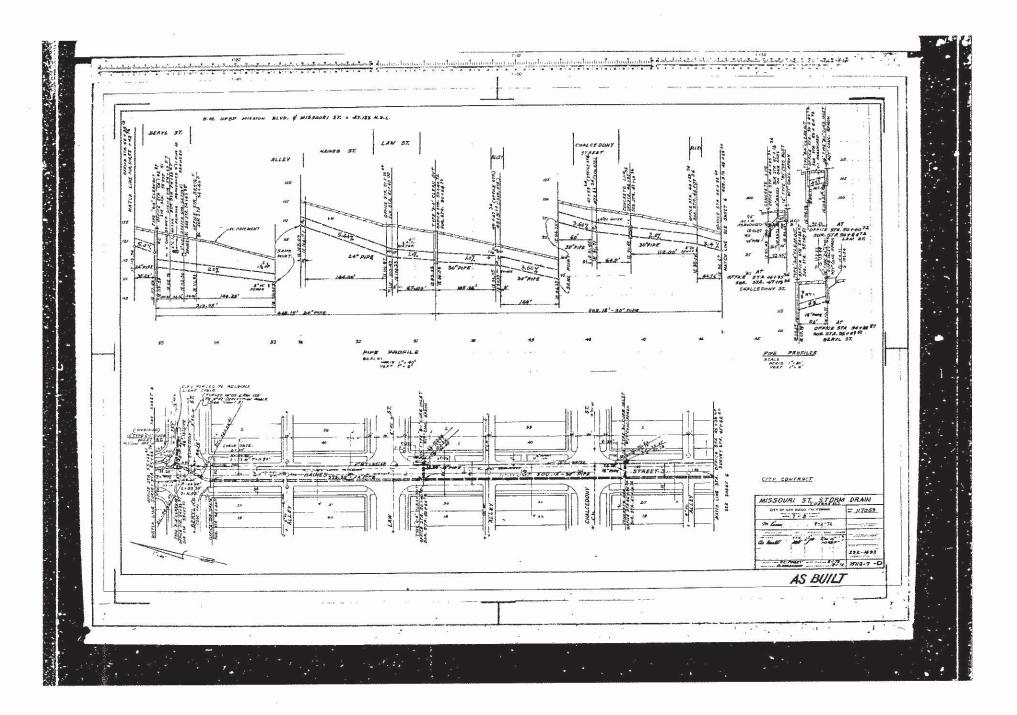


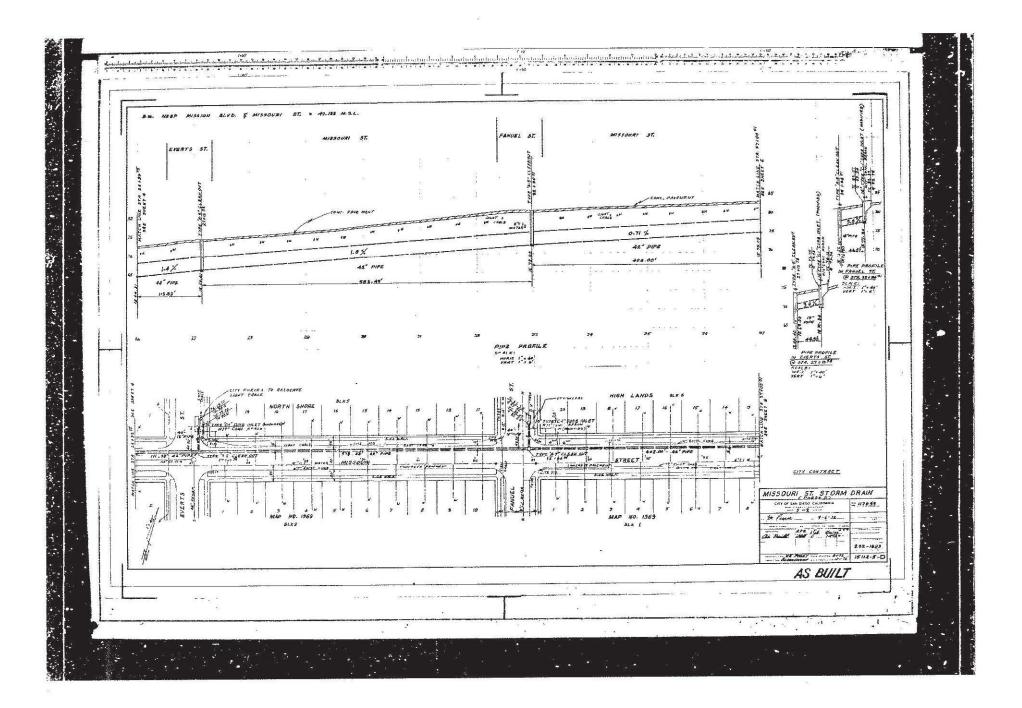


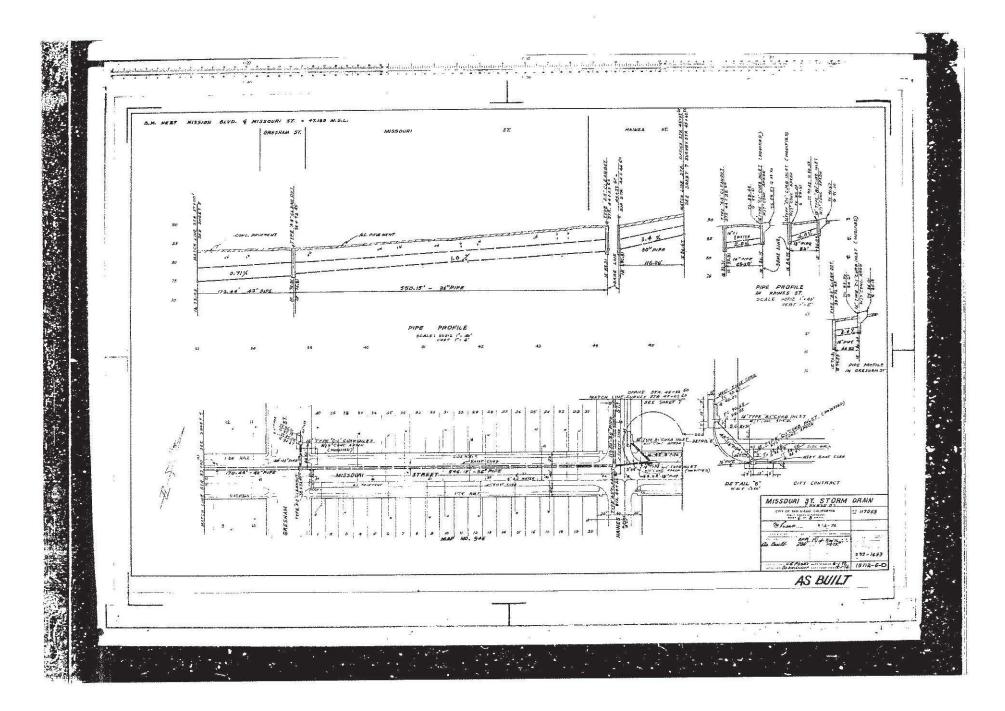


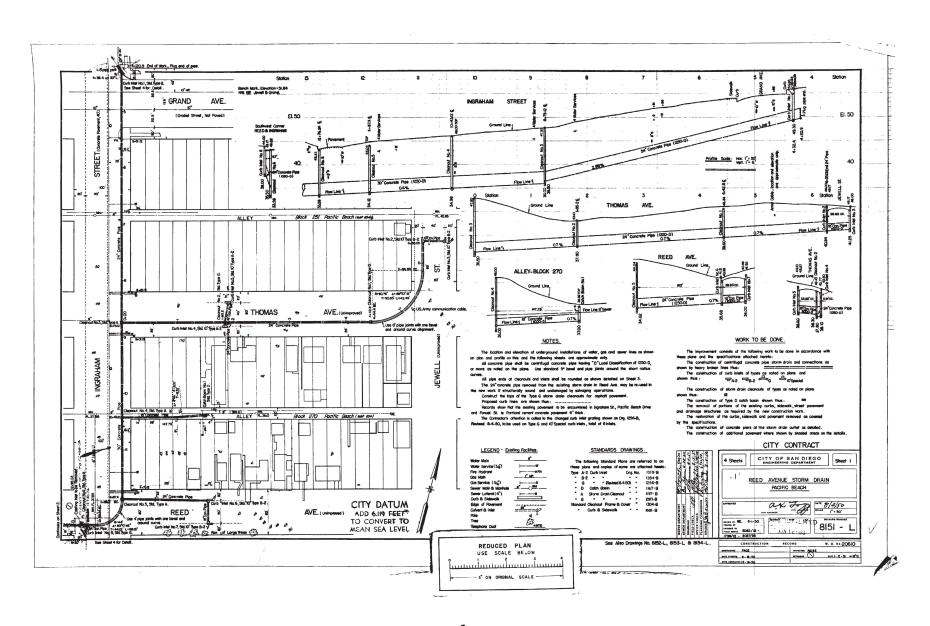


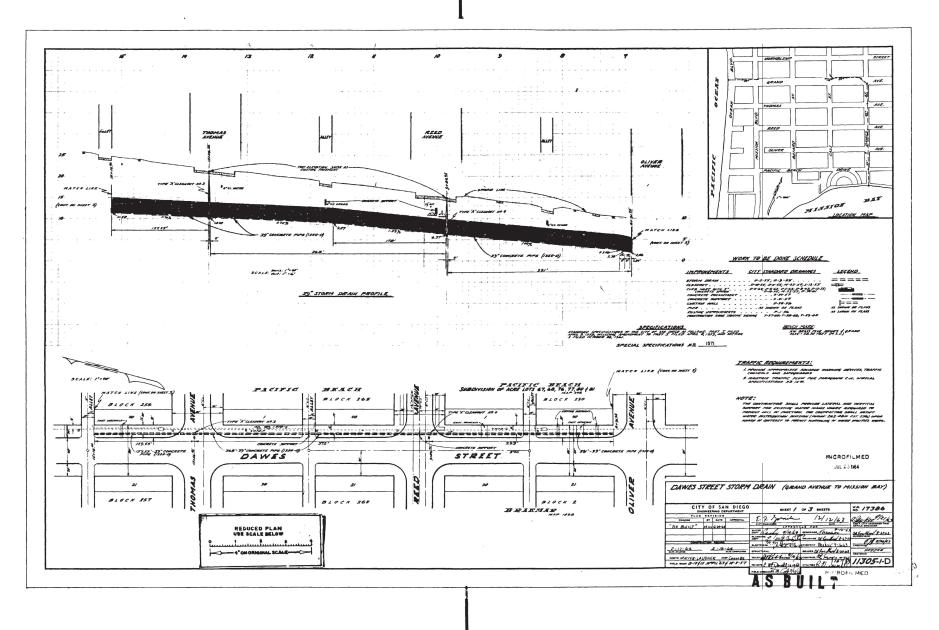




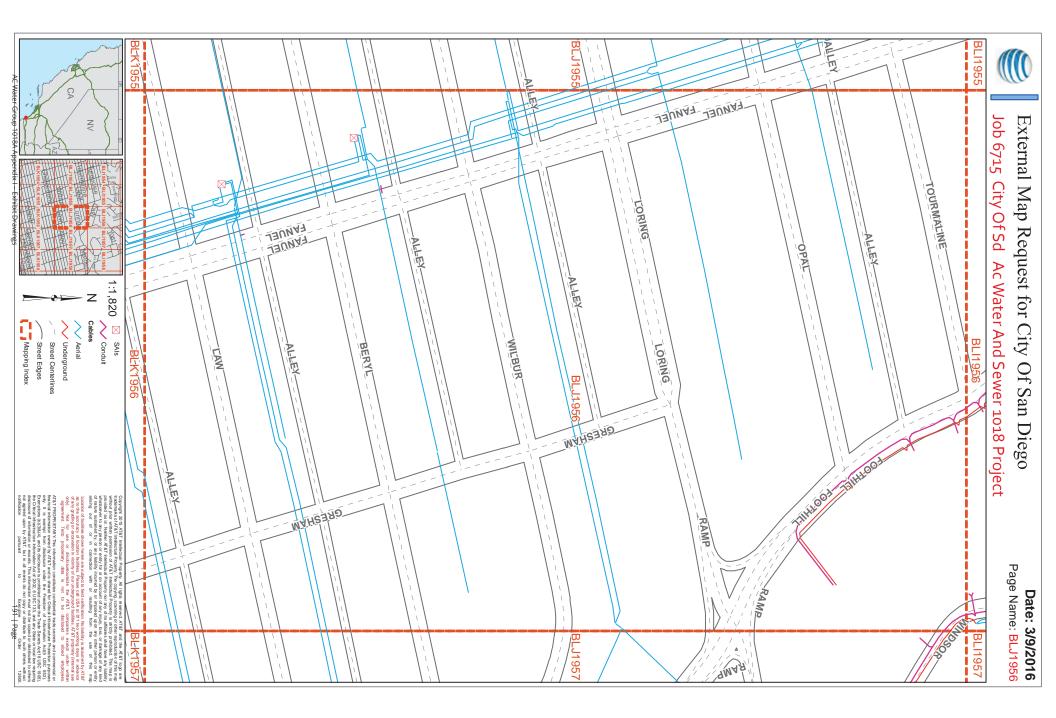


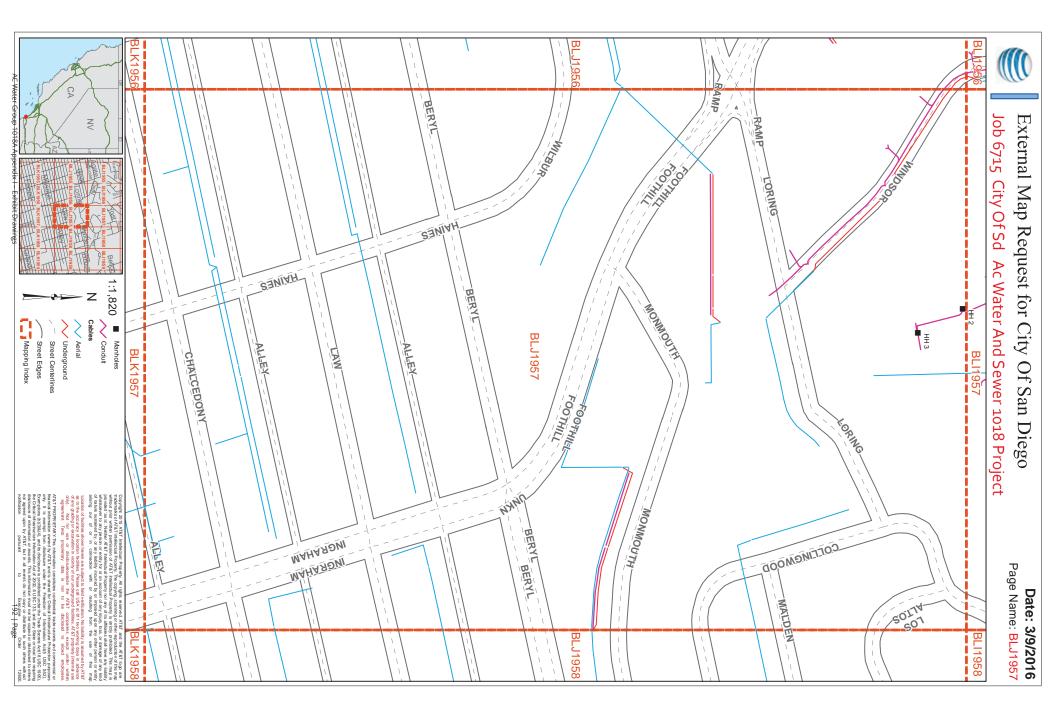




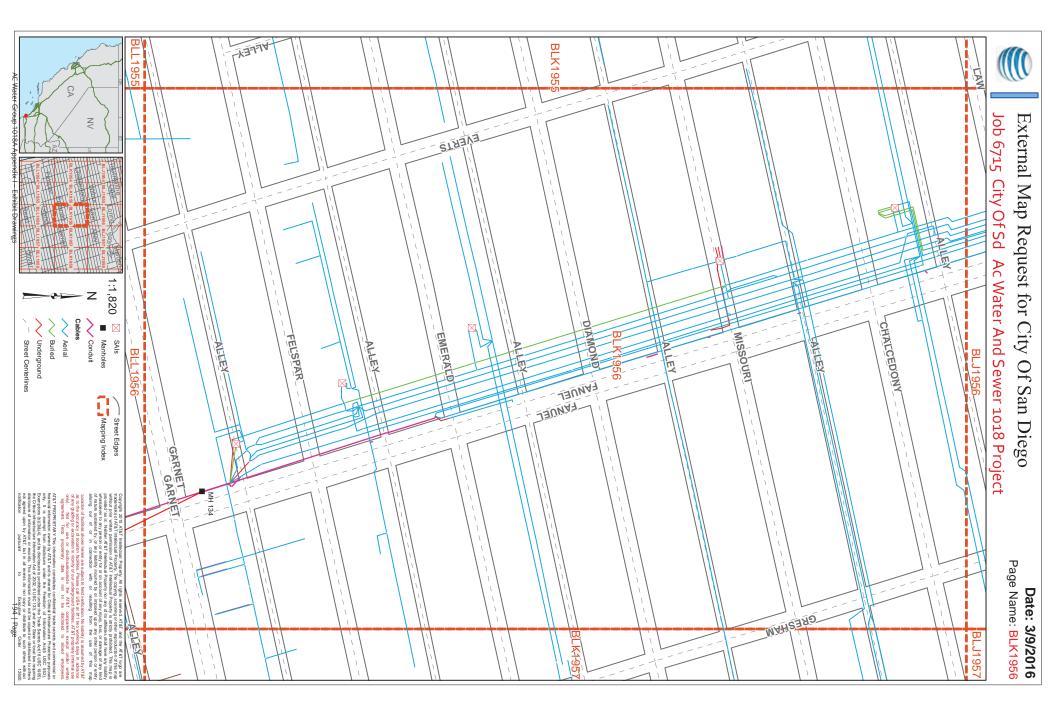


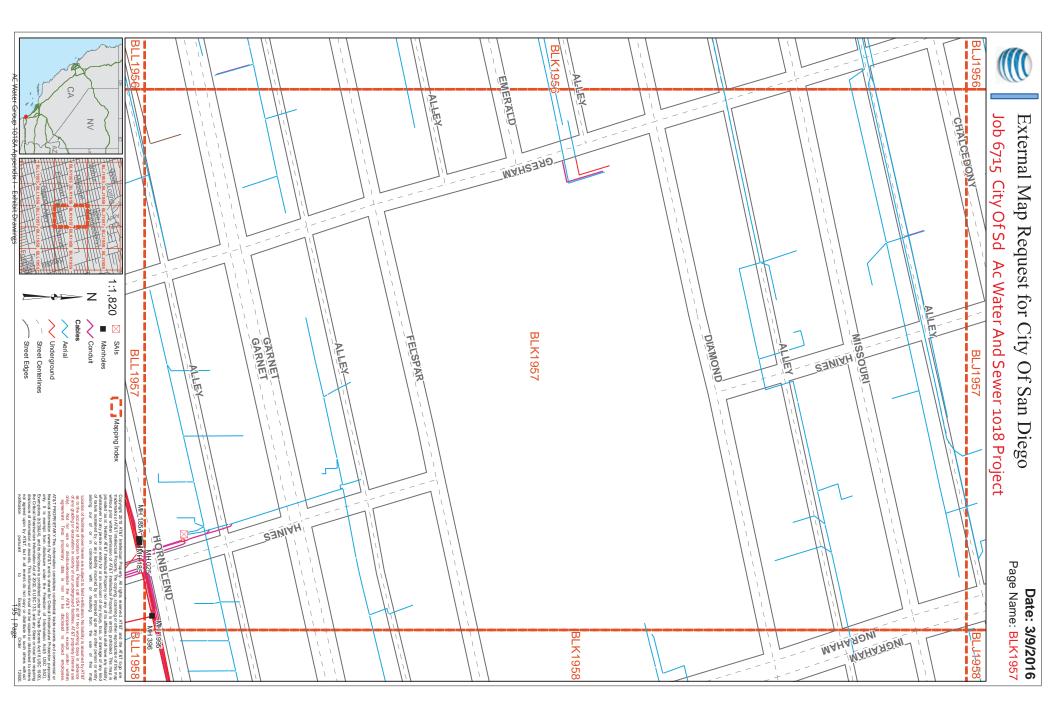


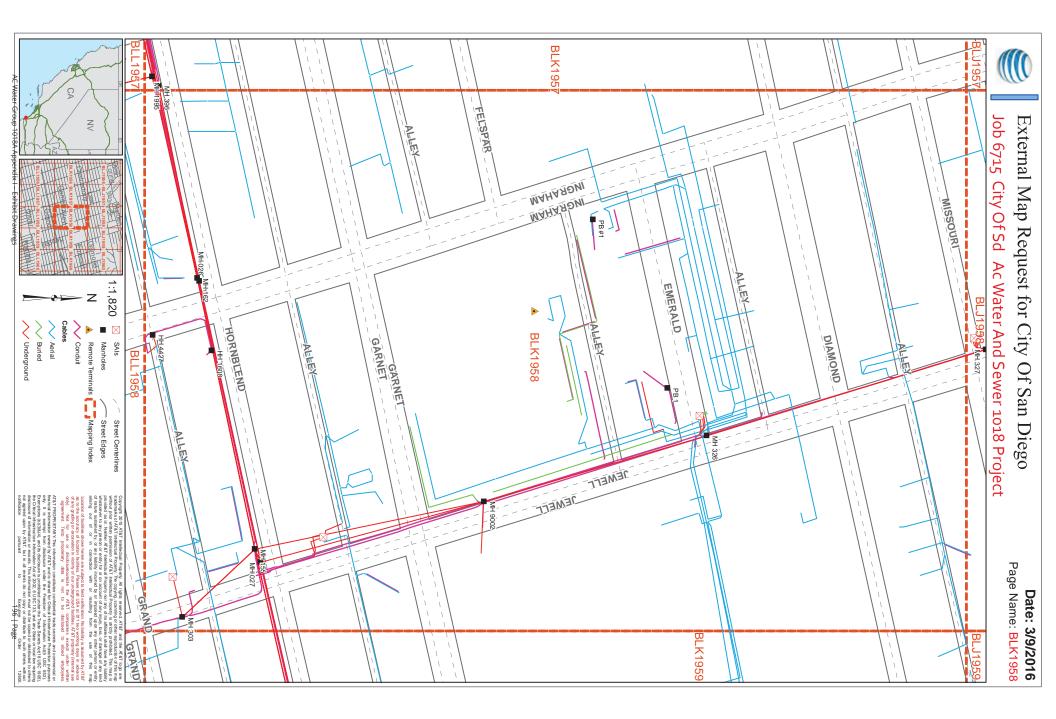


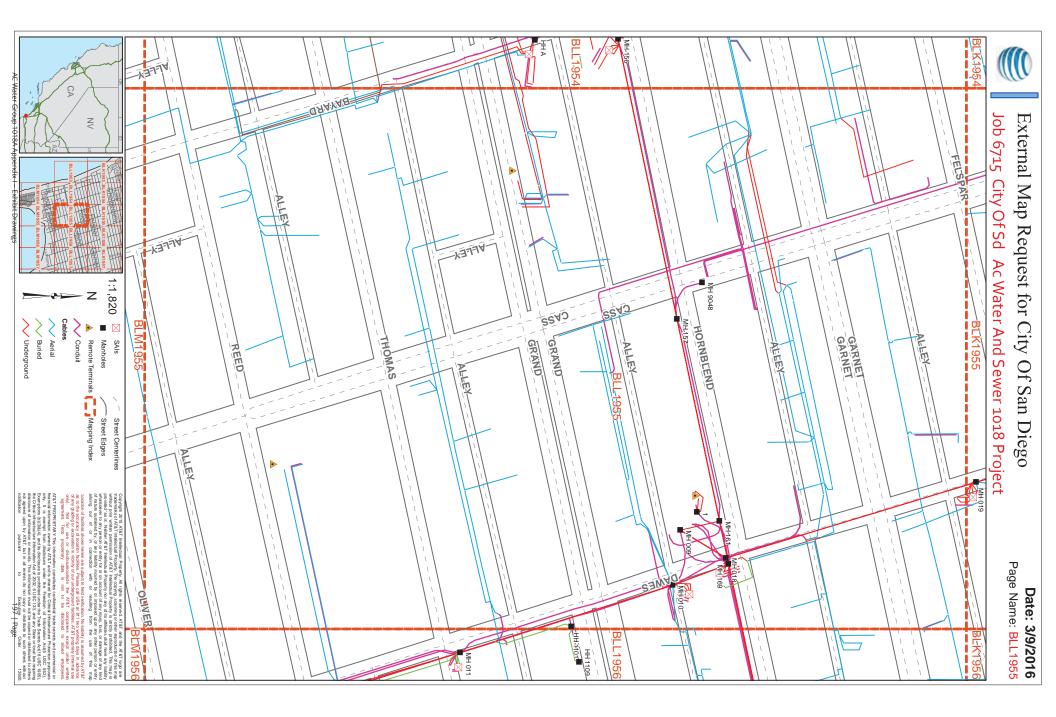




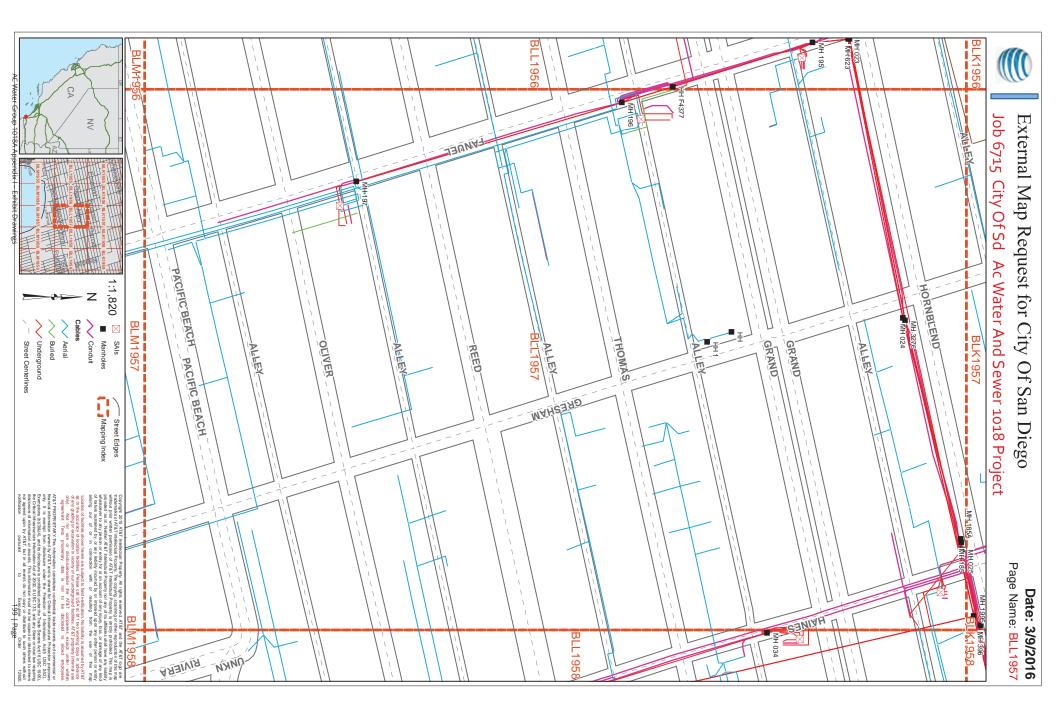


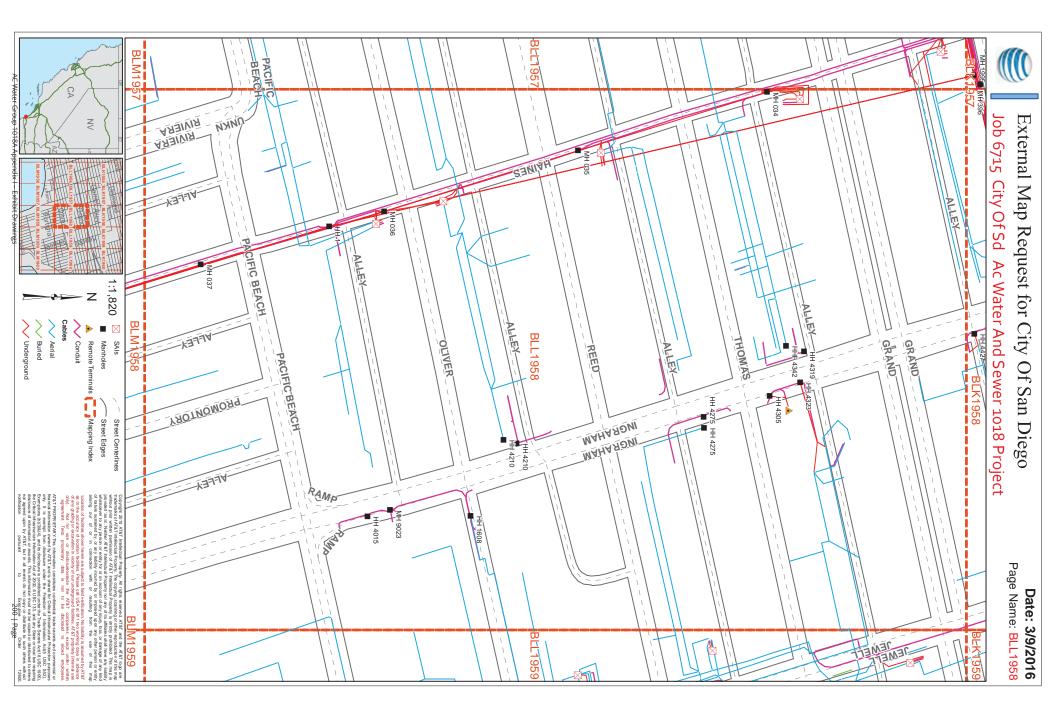














15645-119050





15645-119060







AC Water Group 1018A Appendix I – Exhibit Drawings

15645-119075









15652-119045















15660-119045



15645-119060

AC Water Group 1018A Appendix I – Exhibit Drawings

15645-119050

15645-119065

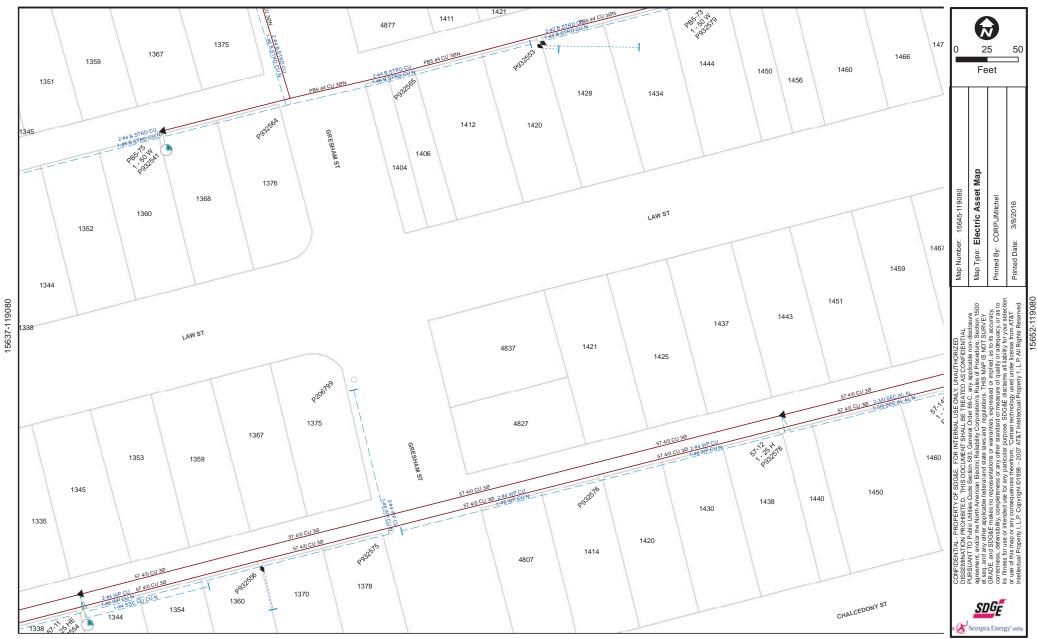




15645-119060







15645-119085

AC Water Group 1018A Appendix I – Exhibit Drawings

15645-119075

15645-119090



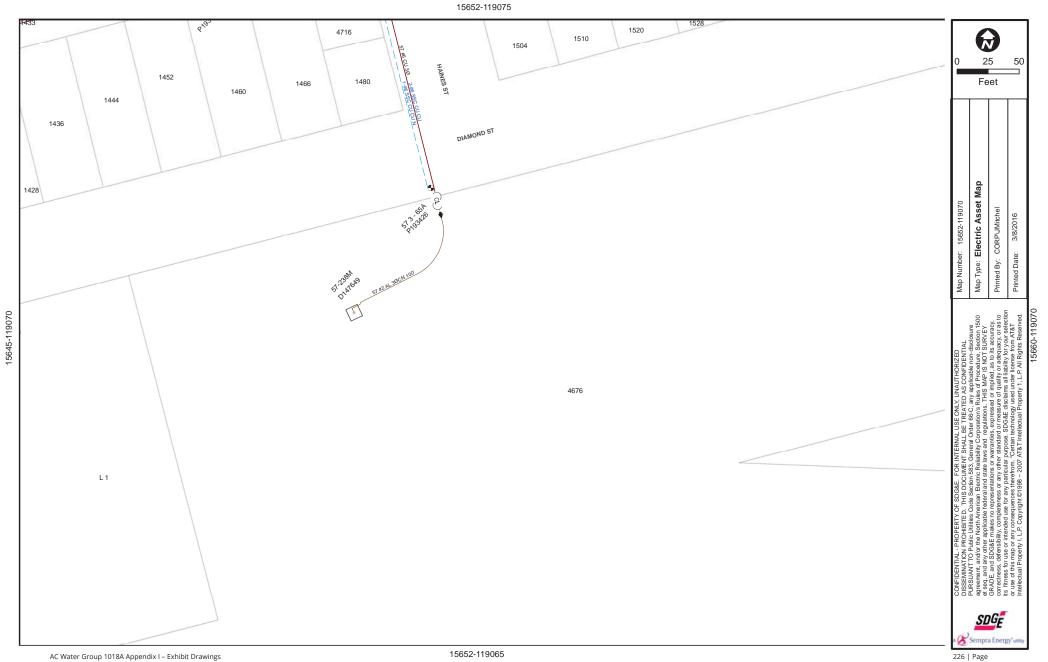


15652-119040









15652-119080



15652-119085







AC Water Group 1018A Appendix I – Exhibit Drawings

ATTACHMENT F

INTENTIONALLY LEFT BLANK

AC Water Group 1018A Attachment F – Intentionally Left Blank

ATTACHMENT G

CONTRACT AGREEMENT

1

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 Resolution No. R - <u>パタ</u> or Municipal Code らの ふの authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By By Albert P. Rechany

Deputy Director Public Works Contracts

5 Date:

Mara W. Elliott, City Attorney

By ara

Print Name: Pedro De Lara, Jr. Deputy City Attorney

Date:

CONTRACTOR

By

Print Name:

Title:

Date:

City of San Diego License No.: <u>b1995001394</u>

State Contractor's License No.: 3718784

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 100008878

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and KTA Construction, Inc. , herein called "Contractor" for construction of AC Water Group 1018A; Bid No. K-17-1579-DBB-3; in the amount of Five Million Two Hundred Twenty Six Thousand One Hundred Seven Dollars and Fifty Cents(\$5,226,107,50), which is comprised of the Base Bid

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

- The following are incorporated into this contract as though fully set forth herein: 1.
 - (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). and the second second
 - Phase Funding Schedule Agreement. (d)
 - That certain documents entitled AC Water Group 1018A, on file in the office of the (e) Public Works Department as Document No. B-16146, as well as all matters referenced therein.
- The Contractor shall perform and be bound by all the terms and conditions of this contract and 2. in strict conformity therewith shall perform and complete in a good and workmanlike manner AC Water Group 1018A, Bid Number K-17-1579-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.

The Bidder / Proposer, by submitting its electronic bid or proposal, 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 submission are true and correct.

Bidder's General Information

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

- -

CONTRACTOR CERTIFICATION

Equal Benefits Ordinance Certification

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

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 exe | ecuted a contract with the City | of San Diego, a municipal co | orporation, for: |

(Name of Project or Task)

as particularly described in said contract and identified as Bid No. **K-17-1579-DBB-3**; SAP No. (WBS/IO/CC) **B-16146**; 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 ______, ____,

By:_____ Contractor

ATTEST:

State of ______ County of ______

On this______ DAY OF _____, 2____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared______

known to me to be the ______ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

- - - - - - - - -

LIST OF SUBCONTRACTORS

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONL Y*** SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | SUBCONTRACTOR LICENSE NUMBER | CAR CONTRACTOR OF A CONTRACTOR | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB① | WHERE CERTIFIED@ | CHECK IF JOINT VENTURE PARTNERSHIP |
|--|----------------------------|---|--------------------------------------|---|--|--|---|
| Name: | | | | | | | |
| Name: | | | | | | | |
| As appropriate, Bidder shall identify Subcons Certified Minority Business Enterprise Certified Disadvantaged Business Enterpr Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Bu As appropriate, Bidder shall indicate if Subcomplete | ise Isiness | MBE DBE OBE SLBE WoSB SDVOSB | Certified Woman Certified Disable | Business Enterprise d Veteran Business E ng Local Business Ent aged Business | nterprise | ELBE): WB DVB ELB SD HUBZon | E E B |
| City of San Diego California Public Utilities Commission State of California's Department of Genera State of California | | CITY CPUC CADoGS CA | City of Los Angel | a Department of Trai es ess Administration | nsportation | CALTRAN L SB | A |

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

AC Water Group 1018A List of Subcontractors (Rev. Feb. 2017) Form AA35

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION

| NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER | MATERIALS OR SUPPLIES | DOLLAR VALUE OF MATERIAL OR SUPPLIES | SUPPLIER (Yes/No) | MANUFACTURER (Yes/No) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB© | T WHERE CERTIFIED® |
|---|--|--|---|--|---|--|
| Name: | | | | | | |
| Name: | | | | | | |
| As appropriate, Bidder shall identify Vendor/S Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Bus As appropriate, Bidder shall indicate if Vendo City of San Diogn | e DBI OBI SLB Wo: iness SDV r/Supplier is certified by: | E Certifie E Certifie E Certifie BE Small I SB HUBZo /OSB | d Woman Busi d Disabled Vet d Emerging Lo Disadvantaged ne Business | iness Enterprise teran Business Enterprise cal Business Enterprise Business | ise e | WBE DVBE ELBE SDB BZone TRANS |
| City of San Diego California Public Utilities Commission State of California's Department of General State of California | CIT CPU Services CAI CA | JC DoGS City of | t California De Los Angeles nall Business A | partment of Transport dministration | ation CALI | LA SBA |

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

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

| ADDITIVE/ DEDUCTIVE ALTERNATE | NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | SUBCONTRACT OR LICENSE NUMBER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZONE, OR SDVOSB® | WHERE CERTIFIED 2 | CHECK IF JOINT VENTURE PARTNERSHIP |
|-------------------------------------|---|----------------------------|-------------------------------------|-----------------|-----------------------------------|--|----------------------|---|
| | Name: Address: | | <u> </u> | | | | | |
| | City: State: | | | | | | | |
| | Zip:Phone: | | | | | | | |
| | Email: | | | | | | | |
| | Name: | | | | | | | |
| | Address: State: | | | | | | | |
| | Zip:Phone: | | | | | | | |
| | Email: | | | | | | | |
| ① As appr | opriate, Bidder shall identify Subcontractor as one o | f the following and | shall include a valid | proof of ce | rtification (except fo | r OBE. SLBE and EL | BE): | |
| | fied Minority Business Enterprise | MBE | | | less Enterprise | ·, | WBE | |
| Certi | fied Disadvantaged Business Enterprise | DBE | | | ran Business Enterp | | DVBE | |
| | r Business Enterprise | OBE | | | al Business Enterpris | se | ELBE | |
| | fied Small Local Business Enterprise | SLBE | | ivantaged B | usiness | | SDB | |
| - | an-Owned Small Business | WoSB | HUBZone E | lusiness | | | HUBZone | |
| | ce-Disabled Veteran Owned Small Business | SDVOSB | | | | | | |
| | opriate, Bidder shall indicate if Subcontractor is cert of San Diego | ified by: CITY | State of Cal | ifornia Don | artment of Transpor | tation | CALTRANS | |
| | ornia Public Utilities Commission | CPUC | | • | partment of General | | CADoGS | |
| | of Los Angeles | LA | State of Cal | | paramentor denera | | CA | |
| , | Small Business Administration | SBA | | | | | - | |

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

ELECTRONICALLY SUBMITTED FORMS

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

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

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

B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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 ______ as Principal, and

as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of <u>10% OF</u> <u>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

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 _ | dav of | . 20 |
|------------------------------|--------|------|
| $SIGNED AND SEALED, (IIIS _$ | duy or | , ZV |

(Principal)

(Surety)

By: _____

Ву: ____

(Signature)

(Signature) (SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

(SEAL)

(SEAL)

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.

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:

| DATE OF CLAIM | LOCATION | Description of Claim | LITIGATION (Y/N) | STATUS | RESOLUTION/REMEDIAL ACTION TAKEN |
|------------------|----------|----------------------|---------------------|--------|-------------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Contractor Name;

Certified By

Name

Title Ats MANT

Date

Signature

USE ADDITIONAL FORMS AS NECESSARY

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

First Phased Funding Schedule Agreement

Final Phased Funding Schedule Agreement

BID NUMBER: K-17-1579-DBB-3

 \boxtimes

CONTRACT OR TASK TITLE: AC Water Group 1018A

CONTRACTOR: KTA Construction, INC.

| Funding Phase | Phase Description | Phase <u>Start</u> | Phase <u>Finish</u> | Not-to- Exceed Amount |
|------------------|--|-----------------------|------------------------|-----------------------------|
| 1 | Work to be completed in Phase 1 shall include the construction activities associated with this contract and specifications. | NTP | 8/31/2017 | \$522,611.00 |
| 2 | Work to be completed in Phase 2 shall include all remaining construction activities associated with this contract and specifications. | 9/1/2017 | NOC | \$4,703,496.50 |
| | | | | |
| | | | Total | \$5,226,107.50 |

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 By: Aprices Name: 3MIAC

Project Manager

Department Name: PUBLIC WORKS - BINSINGANS

15/31/2017 Date:

CONTRACTOR By TKE Name: \mathcal{M}

Title:

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

Date:

City of San Diego

AC Water Group 1018A (K-17-1579-DBB-3), bidding on May 2, 2017 2:00 PM (Pacific)

Bid Results

Bidder Details

| Vendor Name Address | KTA Construction, Inc. 821 Tavern Rd. Alpine, CA 91901 United States |
|------------------------|---|
| Respondee | Mike Henderson |
| Respondee Title | President |
| Phone | 619-562-9464 Ext. |
| Email | adam@ktaconstruction.com |
| Vendor Type | PQUAL,CADIR,Local |
| License # | 398284 |
| CADIR | 1000008298 |

Bid Detail

| Bid Format | Electronic | |
|-----------------|-------------|----------------------|
| Submitted | May 2, 2017 | 1:57:39 PM (Pacific) |
| Delivery Method | | |
| Bid Responsive | | |
| Bid Status | Submitted | |
| Confirmation # | 104796 | |
| Ranking | 0 | |
| | | |

Respondee Comment

Buyer Comment

3

4

| Attacl | nments | | | | |
|----------------------------------|---------------------------------|-------|--------------------|--|--------------------|
| File Tit | e | File | Name | | File Type |
| Cert of | Pending Actions | Cert | of Pending Actions | Contractor's Certification of Pending Actions | |
| Subcontractor Add/Ded Alternates | | | Add-Ded Alts.pdf | Subcontractor Additive/Deductive Alternate Forms | |
| Bid Bond | | Bid B | Bond.pdf | Bid Bond | |
| Line I | tems | | | | |
| Туре | Item Code | UOM | Qty | Unit Price | Line Total Comment |
| | Main Bid | | | | |
| 1 | Bonds (Payment and Performance) | | | | |
| | 524126 | LS | 1 | \$45,000.00 | \$45,000.00 |
| 2 | WPCP Development | | | | |
| | 541330 | LS | 1 | \$1,000.00 | \$1,000.00 |

 WPCP Implementation
 LS
 1
 \$20,000.00

 Video Recording of Existing Conditions
 LS
 1
 \$1,500.00

 238990
 LS
 1
 \$1,500.00

PlanetBids, Inc.

\$20,000.00

\$1,500.00

Page 1

AC Water Group 1018A (K-17-1579-DBB-3), bidding on May 2, 2017 2:00 PM (Pacific)

Page 2

Printed 05/03/2017

Bid Results

| Туре 5 | Item Code Mobilization | UOM | Qty | Unit Price | Line Total | Comment |
|------------------|--|------------------|-----------------|--------------|--------------|---------|
| | 237110 | LS | 1 | \$88,000.00 | \$88,000.00 | |
| 6 | Field Orders (EOC Type II) | | | | | |
| | | AL | 1 | \$123,793.00 | \$123,793.00 | |
| 7 | Additional Pavement Removal and Disposal | | | | | |
| | 237310 | CY | 47 | \$20.00 | \$940.00 | |
| 8 | Adjust Existing Manhole Frame and Cover to | o Grade | | | | |
| | 237310 | EA | 1 | \$750.00 | \$750.00 | |
| 9 | Traffic Detector Loop and Appurtenance Rep | placement | | | | |
| | 237310 | EA | 2 | \$600.00 | \$1,200.00 | |
| 10 | Cold Mill AC Pavement (> 1½ inch - 3 inch) | | | | | |
| | 237310 | SF | 15240 | \$1.20 | \$18,288.00 | |
| 11 | Asphalt Pavement Repair | | | | | |
| | 237310 | TON | 9 | \$550.00 | \$4,950.00 | |
| 12 | Rubber Polymer Modified Slurry (RPMS) Typ | be I Over Type I | II and Striping | | | |
| | 237310 | SF | 644520 | \$0.40 | \$257,808.00 | |
| 13 | Pavement Restoration Adjacent to Trench | | | | | |
| | 237310 | SF | 500 | \$15.00 | \$7,500.00 | |
| 14 | 1-1/2 Inch Asphalt Concrete Overlay and Stri | iping | | | | |
| | 237310 | TON | 1791 | \$105.00 | \$188,055.00 | |
| 15 | Concrete Pavement (7 Inch thick) | | | | | |
| | 238910 | CY | 412 | \$375.00 | \$154,500.00 | |
| 16 | Crack Seal | | | | | |
| | 237310 | LB | 6439 | \$3.00 | \$19,317.00 | |
| 17 | Contractor Date Stamps and Impressions | | | | | |
| | 237310 | EA | 14 | \$300.00 | \$4,200.00 | |
| 18 | Additional Curb and Gutter Removal and Rep | placement | | | | |
| | 237310 | LF | 95 | \$70.00 | \$6,650.00 | |
| 19 | Additional Sidewalk Removal and Replaceme | ənt | | | | |
| | 237310 | SF | 950 | \$15.00 | \$14,250.00 | |
| 20 | Curb Ramp (Type A) with Detectable Warning | | | | | |
| | 237310 | EA | 26 | \$3,500.00 | \$91,000.00 | |

Bid Results

AC Water Group 1018A (K-17-1579-DBB-3), bidding on May 2, 2017 2:00 PM (Pacific)

Printed 05/03/2017

Page 3

| Type 21 | Item Code Curb Ramp (Type B) with Stainless Steel Dete | UOM ctable Warning Tile | Qty | Unit Price | Line Total | Comment |
|-------------------|---|-----------------------------------|-------|------------|----------------|---------|
| | 237310 | EA | 3 | \$3,500.00 | \$10,500.00 | |
| 22 | Curb Ramp (Type C1) with Detectable Warning | g Tiles | | | | |
| | 237310 | EA | 1 | \$3,500.00 | \$3,500.00 | |
| 23 | Curb Ramp (Type C2) with Stainless Steel Det | ectable Warning Ti | les | | | |
| | 237310 | EA | 6 | \$3,500.00 | \$21,000.00 | |
| 24 | Removal of Abandoned Water Meter Box | | | | | |
| ţ | 237110 | EA | 3 | \$100.00 | \$300.00 | |
| 25 | Handling and Disposal of Non-friable Asbestos | Material | | | | |
| | 237110 | LF | 18587 | \$5.00 | \$92,935.00 | |
| 26 | Additional Bedding | | | | | |
| | 237110 | CY | 517 | \$1.00 | \$517.00 | |
| 27 | Water Main (12 Inch) | | | | | |
| | 237110 | LF | 12342 | \$90.00 | \$1,110,780.00 | |
| 28 | Water Main (8 Inch) | | | | | |
| | 237110 | LF | 6245 | \$90.00 | \$562,050.00 | |
| 29 | Gate Valve (12 Inch) | | | | | |
| | 237110 | EA | 10 | \$2,500.00 | \$25,000.00 | |
| 30 | Gate Valve (8 Inch) | | | | | |
| | 237110 | EA | 9 | \$1,500.00 | \$13,500.00 | |
| 31 | Fire Hydrant Assembly and Marker (6 Inch) | | | | | |
| | 237110 | EA | 25 | \$6,500.00 | \$162,500.00 | |
| 32 | Fire Service Connection and Assembly (8 Incl | n) | | | | |
| | 237110 | EA | 1 | \$6,000.00 | \$6,000.00 | |
| 33 | Fire Service Connection and Assembly (6 Incl | ו) | | | | |
| | 237110 | EA | 1 | \$5,000.00 | \$5,000.00 | |
| 34 | Water Service (1 Inch) | | | | | |
| | 237110 | EA | 568 | \$1,900.00 | \$1,079,200.00 | |
| 35 | Water Service (2 Inch) | | | | | |
| | 237110 | EA | 17 | \$2,300.00 | \$39,100.00 | |
| 36 | Meter Boxes | | | | | |
| | 237110 | EA | 2 | \$350.00 | \$700.00 | |
| | | | | | | |

Bid Results

AC Water Group 1018A (K-17-1579-DBB-3), bidding on May 2, 2017 2:00 PM (Pacific)

Page 4

Printed 05/03/2017

| Type 37 | Item Code Temporary Resurfacing | UOM | Qty | Unit Price | Line Total Co | mment |
|---------------------------|---|------------------------|----------------------|----------------------------|--------------------------------|-------|
| | 237310 | TON | 906 | \$110.00 | \$99,660.00 | |
| 38 | Abandon Water Services (Stiffs) | | | | | |
| | 237110 | EA | 2 | \$500.00 | \$1,000.00 | |
| 39 | Survey Monument | | | | | |
| | 238990 | EA | 1 | \$1,000.00 | \$1,000.00 | |
| 40 | Thermoplastic Pavement Markings | | | | | |
| | 237310 | LS | 1 | \$15,000.00 | \$15,000.00 | |
| 41 | Traffic Control | | | | | |
| | 237310 | LS | 1 | \$10,000.00 | \$10,000.00 | |
| 42 | High-lining Removed by the Contractor | or | | | | |
| | 237110 | LF | 37174 | \$5.00 | \$185,870.00 | |
| 43 | Pavement Restoration for Final Conne | ection | | | | |
| | 237110 | SF | 500 | \$15.00 | \$7,500.00 | |
| | | | | Subtotal | \$4,501,313.00 | |
| 44 | Alternate A Items High-lining Installation by the Contrac | tor | | | | |
| | 237110 | LF | 37174 | \$8.75 | \$325,272.50 | |
| 45 | Furnished Materials for Contractor Hig | gh-line Work | | | | |
| | 237110 | LF | 37174 | \$3.00 | \$111,522.00 | |
| | | | | Subtotal | \$436,794.50 | |
| 46 | Alternate B Items Connections to The Existing System b | v Contractor (9 Inch t | brough 12 loop) | | | |
| 40 | 237110 | EA | 34 | \$4,500.00 | \$153,000.00 | |
| 47 | Connections to The Existing System b | | | ψ1,000.00 | \$100,000.00 | |
| ., | 237110 | EA | , 1 | \$4,500.00 | \$4,500.00 | |
| 48 | 8-Inch through 12-Inch Cross by Cont | ractor | | | | |
| | 237110 | EA | 6 | \$5,500.00 | \$33,000.00 | |
| 49 | Cut and Plug by Contractor | | | | | |
| | 237110 | EA | 13 | \$7,500.00 | \$97,500.00 | |
| | | | | Subtotal Total | \$288,000.00 \$5,226,107.50 | |
| Subco | ontractors | | | | | |
| Americ: Inc. PO Box | Address Description an Asphalt South, Slurry Seal 310036 Santa Ana Ave | | .icense Num 84969 | CADIR 1000000645 | Amount \$231,046.35 | |
| | ,-CA -92331 | | PlanetBids, Inc. | | | |

AC Water Group 1018A (K-17-1579-DBB-3), bidding on May 2, 2017 2:00 PM (Pacific)

Page 5

Printed 05/03/2017

Bid Results

| Name & Address Quality Construction & Engineering inc. 11956 Bernardo Plaza Drive #133 san diego, CA 92128 United States | Description AC Paving, and Concrete Flatwork | License Num 1005282 | CADIR 1000026419 | Amount \$1,004,244.70 | Type PQUAL,SLBE,CADIR ,SDB |
|--|---|------------------------|---------------------|---------------------------------|---|
| McGrath Consulting PO BOX 2488 El Cajon, CA 92021 United States | WPCP | N/A | 1000037165 | \$550.00 | ELBE,SDB |
| Luzaich Striping, Inc. dba LSI Road Marking P.O. Box 2426 El Cajon, CA 92021 United States | Striping | 775886 | 1000003495 | \$27,127.85 | PQUAL . |
| Sutherlin Contracting, Inc. 2007 Muira Lane El Cajon, CA 92019 United States | Traffic Loops | 787127 | 1000008101 | \$1,500.00 | PQUAL,SLBE |
| T L Scanlan Construction 2308 shaylene Way alpine, CA 91901 United States | Concrete Pavement Replacement | 1008991 | 1000036079 | \$131,128.00 | |

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

| DATE OF CLAIM | Location | DESCRIPTION OF CLAIM | LITIGATION (Y/N) | STATUS | RESOLUTION/REMEDIAL ACTION TAKEN |
|--|--|---|--|--------|---|
| | | | | | · · · · · · · · · · · · · · · · · · · |
| no doctores an | anna an | gan biya na kana dina da sa ayya maya ya a a a a a a a a a a a a a | | | n on the stand of going with the annual stand and an annual stand of the stand of the stand of the stand of the |
| | | | | | and an |
| | | | n Marana and a charlen for the formation of the second sec | | namena kara bina bila kara sa |
| | | Në ja 19 di su a natila nga ga an | en yn rwynan yn arwyn yn y | | |
| | - Andrew on | anna Shinin an 1944 ya mata ya sa | 982 willight the state of the s | | na ang mang mga manakan ang mang mga ng m |
| | | | | | |

Contractor Name:____

KTA Construction Inc.

Certified By

Paul M. Henderson Title Name 1 Date

President

e 05/02/2017

Signature

USE ADDITIONAL FORMS AS NECESSARY

AC Water Group 1018A Contractor's Certification of Pending Actions (Rev. Feb. 2017)

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

ALTERNATE A

| ADDITIVE/ DEDUCTIVE ALTERNATE | NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | SUBCONTRACT OR LICENSE NUMBER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB® | WHERE CERTIFIED@ | CHECK IF JOINT VENTURE PARTNERSHIP |
|-------------------------------------|--|----------------------------|-------------------------------------|-----------------|-----------------------------------|--|---------------------|---|
| ADD) | Name: QUALETY CONSTRUCTED AN Address: 11956 1520-4620 PUZA E City: SAN DEELO State: CA Zip: 92128 Phone: 714-585-1505 Email: CUALETYCE: 455-65 | R, #133 | 100 SZ8Z | AC PAVILIU | \$26,920. | 80 SLBE | CITY | |
| | Name:Address: City: State: Zip: Phone: Email: | | | | | | | |

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

| | Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
|---|---|------------|--|----------|
| | Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| | Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| | Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| | Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| | Service-Disabled Veteran Owned Small Business | SDVOSB | | |
| 0 | As appropriate, Bidder shall indicate if Subcontractor is cer | tified by: | | |
| | City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| | California Public Utilities Commission | CPUC | State of California's Department of General Services | CADoGS |
| | City of Los Angeles | LA | State of California | CA |
| | U.S. Small Business Administration | SBA | | |

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

Subcontractors Additive/Deductive Alternate (Rev. Dec. 2016) Form AA45

.

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

ALTERNATE B

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

As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE): \odot Certified Minority Business Enterprise MBE **Certified Woman Business Enterprise** WBE Certified Disabled Veteran Business Enterprise Certified Disadvantaged Business Enterprise DBE DVBE OBE Certified Emerging Local Business Enterprise ELBE Other Business Enterprise Certified Small Local Business Enterprise Small Disadvantaged Business SDB SLBE Woman-Owned Small Business WoSB HUBZone Business HUBZone Service-Disabled Veteran Owned Small Business SDVOSB As appropriate, Bidder shall indicate if Subcontractor is certified by: Ø City of San Diego CITY State of California Department of Transportation CALTRANS California Public Utilities Commission CPUC State of California's Department of General Services CADoGS State of California City of Los Angeles LA U.S. Small Business Administration SBA 1

CA

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

Subcontractors Additive/Deductive Alternate (Rev. Dec. 2016) Form AA45

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

 \boxtimes First Phased Funding Schedule Agreement

Final Phased Funding Schedule Agreement

BID NUMBER: <u>K-17-1579-DBB-3</u>

CONTRACT OR TASK TITLE: AC Water Group 1018A

CONTRACTOR: KTA Construction, INC.

| Funding Phase | Phase Description | Phase <u>Start</u> | Phase <u>Finish</u> | Not-to- Exceed Amount |
|------------------|--|-----------------------|------------------------|-----------------------------|
| 1 | Work to be completed in Phase 1 shall include the construction activities associated with this contract and specifications. | NTP | 8/31/2017 | \$522,611.00 |
| 2 | Work to be completed in Phase 2 shall include all remaining construction activities associated with this contract and specifications. | 9/1/2017 | NOC | \$4,703,496.50 |
| | | | | |
| | | | Total | \$5,226,107.50 |

Notes:

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

- The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on (2)**BID SCHEDULE 1 - PRICES.**
- This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the (3)CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF-SAN DIEGO By: JAIME BAMOS Name Project Manager

Department Name: PIBLIC NORME- BNONCOMPLE

051 3 017 Date:

CONTRACTOR Bv: HENDERSON Name: MI

Title: 51 Date:

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

AC Water Group 1018A (K-17-1579-DBB-3), bidding on May 2, 2017 2:00 PM (Pacific)

Printed 05/03/2017

Bid Results

Bidder Details

| Vendor Name Address | KTA Construction, Inc. 821 Tavern Rd. Alpine, CA 91901 United States |
|------------------------|---|
| Respondee | Mike Henderson |
| Respondee Title | President |
| Phone | 619-562-9464 Ext. |
| Email | adam@ktaconstruction.com |
| Vendor Type | PQUAL,CADIR,Local |
| License # | 398284 |
| CADIR | 1000008298 |

Bid Detail

| Bid Format | Electronic | |
|-----------------|-------------|----------------------|
| Submitted | May 2, 2017 | 1:57:39 PM (Pacific) |
| Delivery Method | | |
| Bid Responsive | | |
| Bid Status | Submitted | |
| Confirmation # | 104796 | |
| Ranking | 0 | |
| | | |

Respondee Comment

Buyer Comment

| Attach | nments | | | | |
|-----------|--|-----|---------------------------|-------------|--|
| File Titl | e | | File Name | | File Type |
| Cert of F | Pending Actions | | Cert of Pending Actions.p | odf | Contractor's Certification of Pending Actions |
| Subcont | ractor Add/Ded Alternates | | Sub Add-Ded Alts.pdf | | Subcontractor Additive/Deductive Alternate Forms |
| Bid Bon | d | | Bid Bond.pdf | Bid Bond | |
| Line It | ems | | | | |
| Туре | Item Code | UOM | Qty | Unit Price | Line Total Comment |
| | Main Bid | | | | |
| 1 | Bonds (Payment and Performance) | | | | |
| | 524126 | LS | 1 | \$45,000.00 | \$45,000.00 |
| 2 | WPCP Development | | | | |
| | 541330 | LS | 1 | \$1,000.00 | \$1,000.00 |
| 3 | WPCP Implementation | | | | |
| | 237110 | LS | 1 | \$20,000.00 | \$20,000.00 |
| | | | | | |
| 4 | Video Recording of Existing Conditions | | | | |
| | 238990 | LS | · 1 | \$1,500.00 | \$1,500.00 |

٦

.

AC Water Group 1018A (K-17-1579-DBB-3), bidding on May 2, 2017 2:00 PM (Pacific)

Printed 05/03/2017

Bid Results

| Type 5 | Item Code Mobilization | UOM | Qty | Unit Price | Line Total Comment |
|------------------|---|------------------|------------------|--------------|--------------------|
| | 237110 | LS | 1 | \$88,000.00 | \$88,000.00 |
| 6 | Field Orders (EOC Type II) | | | | |
| | | AL | 1 | \$123,793.00 | \$123,793.00 |
| 7 | Additional Pavement Removal and Dispos | al | | | |
| | 237310 | CY | 47 | \$20.00 | \$940.00 |
| 8 | Adjust Existing Manhole Frame and Cover | to Grade | | | |
| | 237310 | EA | 1 | \$750.00 | \$750.00 |
| 9 | Traffic Detector Loop and Appurtenance R | eplacement | | | |
| | 237310 | EA | 2 | \$600.00 | \$1,200.00 |
| 10 | Cold Mill AC Pavement (> 1½ inch - 3 inch |) | | | |
| | 237310 | SF | 15240 | \$1.20 | \$18,288.00 |
| 11 | Asphalt Pavement Repair | | | | |
| | 237310 | TON | . 9 | \$550.00 | \$4,950.00 |
| 12 | Rubber Polymer Modified Slurry (RPMS) 1 | Type I Over Type | III and Striping | | |
| | 237310 | SF | 644520 | \$0.40 | \$257,808.00 |
| 13 | Pavement Restoration Adjacent to Trench | | | | |
| | 237310 | SF | 500 | \$15.00 | \$7,500.00 |
| 14 | 1-1/2 Inch Asphalt Concrete Overlay and S | Striping | | | |
| | 237310 | TON | 1791 | \$105.00 | \$188,055.00 |
| 15 | Concrete Pavement (7 Inch thick) | | | | |
| | 238910 | CY | 412 | \$375.00 | \$154,500.00 |
| 16 | Crack Seal | | | v | |
| | 237310 | LB | 6439 | \$3.00 | \$19,317.00 |
| 17 | Contractor Date Stamps and Impressions | | | | |
| | 237310 | EA | 14 | \$300.00 | \$4,200.00 |
| 18 | Additional Curb and Gutter Removal and F | Replacement | | | |
| | 237310 | LF | 95 | \$70.00 | \$6,650.00 |
| 19 | Additional Sidewalk Removal and Replace | ement | | | |
| | 237310 | SF | 950 | \$15.00 | \$14,250.00 |
| 20 | Curb Ramp (Type A) with Detectable War | ning Tiles | | | |
| | 237310 | EA | 26 | \$3,500.00 | \$91,000.00 |

Bid Results

1

AC Water Group 1018A (K-17-1579-DBB-3), bldding on May 2, 2017 2:00 PM (Pacific)

Page 3

Printed 05/03/2017

| Туре | ltem Code | UOM | Qty | Unit Price | Line Total Comment |
|------|-------------------------------|---------------------------------|----------|------------|--------------------|
| 21 | | inless Steel Detectable Warning | | | |
| | 237310 | EA | 3 | \$3,500.00 | \$10,500.00 |
| 22 | Curb Ramp (Type C1) with De | etectable Warning Tiles | | | |
| | 237310 | EA | · 1 | \$3,500.00 | \$3,500.00 |
| 23 | Curb Ramp (Type C2) with St | ainless Steel Detectable Warnir | ng Tiles | | |
| | 237310 | EA | 6 | \$3,500.00 | \$21,000.00 |
| 24 | Removal of Abandoned Water | r Meter Box | | | |
| | 237110 | EA | 3 | \$100.00 | \$300.00 |
| 25 | Handling and Disposal of Non | -friable Asbestos Material | | | |
| | 237110 | LF | 18587 | \$5.00 | \$92,935.00 |
| 26 | Additional Bedding | | | | |
| | 237110 | CY | 517 | \$1.00 | \$517.00 |
| 27 | Water Main (12 Inch) | | | | |
| | 237110 | LF | 12342 | \$90.00 | \$1,110,780.00 |
| 28 | Water Main (8 Inch) | | | | |
| | 237110 | LF | 6245 | \$90.00 | \$562,050.00 |
| 29 | Gate Valve (12 Inch) | | | | |
| | 237110 | EA | 10 | \$2,500.00 | \$25,000.00 |
| 30 | Gate Valve (8 Inch) | | | | |
| | 237110 | EA | 9 | \$1,500.00 | \$13,500.00 |
| 31 | Fire Hydrant Assembly and M | | | | |
| | 237110 | EA | 25 | \$6,500.00 | \$162,500.00 |
| 32 | Fire Service Connection and A | Assembly (8 Inch) | | | |
| | 237110 | EA | 1 | \$6,000.00 | \$6,000.00 |
| 33 | Fire Service Connection and A | | | | • |
| | 237110 | EA | 1 | \$5,000.00 | \$5,000.00 |
| 34 | Water Service (1 Inch) | | | | |
| | 237110 | EA | 568 | \$1,900.00 | \$1,079,200.00 |
| 35 | Water Service (2 Inch) | | | | |
| | 237110 | EA | 17 | \$2,300.00 | \$39,100.00 |
| 36 | Meter Boxes | | | | |
| | 237110 | EA | 2 | \$350.00 | \$700.00 |

,

AC Water Group 1018A (K-17-1579-DBB-3), bidding on May 2, 2017 2:00 PM (Pacific)

UOM

Qty

Unit Price

Bid Results

Item Code

Temporary Resurfacing

Туре

37

| 07 | 237310 | | TON | 906 | \$110.00 | \$99,660.00 | |
|--------------------------|---|----------------------------|--------------|-----------------------|---------------------|-------------------------------|---|
| 38 | Abandon Water Service | es (Stiffs) | | | | | |
| | 237110 | | EA | 2 | \$500.00 | \$1,000.00 | |
| 39 | Survey Monument | | | | | | |
| | 238990 | | EA | 1 | \$1,000.00 | \$1,000.00 | |
| 40 | Thermoplastic Paveme | nt Markings | | | | | |
| | 237310 | | LS | 1 | \$15,000.00 | \$15,000.00 | |
| 41 | Traffic Control | | | | | | |
| | 237310 | | LS | 1 | \$10,000.00 | \$10,000.00 | |
| 42 | High-lining Removed by | / the Contractor | | | | | |
| | 237110 | | LF | 37174 | \$5.00 | \$185,870.00 | |
| 43 | Pavement Restoration t | or Final Connection | | | | | |
| | 237110 | | SF | 500 | \$15.00 | \$7,500.00 | |
| | | | | | Subtotal | \$4,501,313.00 | |
| 44 | Alternate A Items High-lining Installation t | by the Contractor | | | | | |
| | 237110 | | LF | 37174 | \$8.75 | \$325,272.50 | |
| 45 | Furnished Materials for | Contractor High-line V | Vork | | | | |
| | 237110 | | LF | 37174 | \$3.00 | \$111,522.00 | |
| | | | | | Subtotal | \$436,794.50 | |
| 46 | Alternate B Items Connections to The Exi | sting System by Contr | actor (8 Inc | h through 12 Inch) | | | |
| | 237110 | | EA | 34 | \$4,500.00 | \$153,000.00 | |
| 47 | Connections to The Exi | sting System by Contr | actor (16 In | ch) | | | |
| | 237110 | | EA | 1 | \$4,500.00 | \$4,500.00 | |
| 48 | 8-Inch through 12-Inch | Cross by Contractor | | | | | |
| | 237110 | | EA | 6 | \$5,500.00 | \$33,000.00 | |
| 49 | Cut and Plug by Contra | ctor | | | | | |
| | 237110 | | EA | 13· | \$7,500.00 | \$97,500.00 | |
| | | | | | Subtotal | \$288,000.00 | |
| | | · | | | Total | \$5,226,107.50 | |
| | ontractors | | | | | | |
| Americ Inc. PO Box | & Address an Asphalt South, (310036 | Description Slurry Seal | | License Num 784969 | CADIR 1000000645 | Amount \$231,046.35 | Type CAU,MALE,PQUAL, CADIR |
| | Santa Ana Ave a, CA 92331 States | | | PlanetBids, Inc. | | | |

Page 4

Printed 05/03/2017

Line Total Comment

3

AC Water Group 1018A (K-17-1579-DBB-3), bidding on May 2, 2017 2:00 PM (Pacific)

Page 5

Printed 05/03/2017

.

Bid Results

| Name & Address | Description | License Num | CADIR | Amount | Туре |
|--|-------------------------------------|-------------|------------|----------------|--------------------------|
| Quality Construction & Engineering inc. 11956 Bernardo Plaza Drive #133 san diego, CA 92128 United States | AC Paving, and Concrete Flatwork | 1005282 | 1000026419 | \$1,004,244.70 | PQUAL,SLBE,CADIR ,SDB |
| McGrath Consulting PO BOX 2488 El Cajon, CA 92021 United States | WPCP | N/A | 1000037165 | \$550.00 | ELBE,SDB |
| Luzaich Striping, Inc. dba LSI Road Marking P.O. Box 2426 El Cajon, CA 92021 United States | Striping | 775886 | 1000003495 | \$27,127.85 | PQUAL |
| Sutherlin Contracting, Inc. 2007 Muira Lane El Cajon, CA 92019 United States | Traffic Loops | 787127 | 1000008101 | \$1,500.00 | PQUAL,SLBE |
| T L Scanlan Construction 2308 shaylene Way alpine, CA 91901 United States | Concrete Pavement Replacement | 1008991 | 1000036079 | \$131,128.00 | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2017

| CI BI | ERT ELO | IFICATE DOES W. THIS CER | S N | OT AFFIRMAT | IVEL' URAI | Y OF NCE | R NEGATIVELY AMEND, | EXTE | ND OR ALT | ER THE CO | UPON THE CERTIFICATE HC VERAGE AFFORDED BY TH 'HE ISSUING INSURER(S), A | E POLICIES |
|-------------|--------------|-------------------------------------|-------------|--------------------|---------------|-------------|---------------------------------|------------------|----------------------------|----------------------------|---|---------------|
| th | e te | rms and condi | tior | | , cert | ain p | olicies may require an ei | ndorse | ment. A sta | tement on th | If SUBROGATION IS WAIVED is certificate does not confer | |
| PRO | DUCE | R | | | | | | | ^{CT} Lynne F | | ······································ | |
| Mic | hae | el Ehrenfel | .d | Company | | | | PHONE (A/C, N | o, Ext): (619) | 683-9990 | FAX (A/C, No): (619) 6 | 83-9999 |
| | | Camino Del | Ri | o North | | | | E-MAIL ADDRE | ss:lynner@ | ehrenfel | dinsurance.com | |
| #20 | | | • | | | | | | INS | URER(S) AFFOR | IDING COVERAGE | NAIC # |
| | | lego | | CA 921 | 108 | | | | | | isurance Company | |
| INSU | | | | _ | | | | _ | | | tic Insurance Company | *31453 |
| | | onstruction | 1, | Inc | | | | | | | sualty Company | |
| 871 | . та | avern Road | | | | | | | | nd Insura | ance Company of New | 34452 |
| Alp | in | - | | CA 919 | 901 | | | <u>INSURE</u> | | | | |
| | | AGES | | | | CATE | NUMBER:17-18 GL-1 | | | | REVISION NUMBER: | |
| | _ | | THA | | | | | | | | ED NAMED ABOVE FOR THE PO | DLICY PERIOD |
| CI | ERTI | FICATE MAY BE | E IS | SUED OR MAY | PERT | AIN, | | ED BY | THE POLICIE | S DESCRIBE | DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL S. | |
| INSR LTR | | TYPE OF IN | ISUR | RANCE | ADDL | SUBR WVD | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
| | X | COMMERCIAL GE | NER | AL LIABILITY | | | | | | | EACH OCCURRENCE \$ | 1,000,000 |
| A | | CLAIMS-MAD | ε | X OCCUR | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ | 100,000 |
| | | | | · | x | | 6024556468 | | 5/4/2017 | 5/4/2018 | MED EXP (Any one person) \$ | 5,000 |
| | | | | | | | | | | | PERSONAL & ADV INJURY \$ | 1,000,000 |
| | GEN | LAGGREGATE LIN | | | | | | | | | GENERAL AGGREGATE \$ | 2,000,000 |
| l | | POLICY X PRO | ČТ | LOC | | | | | | | PRODUCTS - COMP/OP AGG \$ | 2,000,000 |
| | A117 | OTHER: OMOBILE LIABILIT | Y | | | 1 | | | | | | 1,000,000 |
| | x | ANY AUTO | • | | | | | | | | (Ea accident) BODILY INJURY (Per person) \$ | 1,000,000 |
| в | | ALL OWNED AUTOS | | SCHEDULED AUTOS | x | | 60434417 | • | 7/1/2016 | 7/1/2017 | BODILY INJURY (Per accident) \$ | |
| | х | HIRED AUTOS | х | NON-OWNED AUTOS | | | | | | | PROPERTY DAMAGE \$ | |
| | | | | 10100 | | | | | | | Medical payments \$ | 5,000 |
| | х | UMBRELLA LIAB | | X OCCUR | | | | | | | EACH OCCURRENCE \$ | 2,000,000 |
| c | | EXCESS LIAB | | CLAIMS-MADE | | | | | | | AGGREGATE \$ | 2,000,000 |
| | | DED X RETE | | | <u> </u> | | 6024556454 | | 5/4/2017 | 5/4/2018 | \$ | |
| | AND | RKERS COMPENSA | ILIT | Y Y/N | | | | | | | PER OTH- STATUTE ER | |
| | ANY OFF | PROPRIETOR/PART CER/MEMBER EXCL | NEF | VEXECUTIVE | N/A | | | | | | E.L. EACH ACCIDENT \$ | |
| | If ve | idatory in NH) s, describe under | | | ļ | | | | | | E.L. DISEASE - EA EMPLOYEE \$ | |
| | | CRIPTION OF OPER | | | | | <u></u> | | | | E.L. DISEASE - POLICY LIMIT \$ | |
| D | | llution Liab | | - | x | | 793-00-46-06-0001 | | 5/4/2017 | 5/4/2018 | Occurence | \$2,000,000 |
| | TT | ansportation | Г Т; | ladility | | | | | | | Aggregate | \$2,000,000 |
| | | | | | | | D 101, Additional Remarks Sched | | | | | |
| | | | | | - | | - | | - | | fficials, Officers, E | |
| <u>۳</u> | | - | | | | | | | - | - | ing on general liabil ured per form FPIC020 | |
| | | | | • | | | | | | | 1. MCS90 endorsement | • |
| MCS | 59 | | | | | | | | | | er form OBENV CE 101 | |
| | | | - | | | | ~ | | | | attached. Endorsement | for |
| | | | | tation and | Ren | iova | 1 per form OBENVC | | | | - 1 | |
| | <u> A UI</u> | ICATE HOLDI | =R | aitro | fgð | | od.certificates | | CELLATION | | ······ | |
| | | | | CILYO | Lou | a h t i | or.certrrcates | | | | ESCRIBED POLICIES BE CANCE | |
| l | | City of Sa | | | | | | | | | EREOF, NOTICE WILL BE DI | ELIVERED IN |
| | | c/o Ebix I | | | | | | | | | | |
| | | P O Box 1: Hemet, CA | | 92546-8010 | | | | AUTHO | RIZED REPRESE | INTATIVE | | |
| | | , | | | | | | | | | P P | · ·- |
| L_ | | | | | | | ······ | Todd | Tropio/L | R | -lodd - | wy> |
| | | | | | | | | - | © 19 | 88-2014 AC | ORD CORPORATION. All rig | hts reserved. |

The ACORD name and logo are registered marks of ACORD

CNA PARAMOUNT



Blanket Additional Insured - Owners, Lessees or **Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- The WHO IS AN INSURED section is amended to add as an Insured any person or organization whom the Named I. **Insured** is required by written contract to add as an additional insured on this coverage part, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 - 1. bodily injury, property damage, or personal and advertising injury caused in whole or in part by the acts or omissions by or on behalf of the Named Insured and in the performance of such Named Insured's ongoing operations as specified in such written contract; or
 - 2. bodily injury or property damage caused in whole or in part by your work and included in the productscompleted operations hazard, and only if
 - the written contract requires the Named Insured to provide the additional insured such coverage; and a.
 - **b.** this **coverage part** provides such coverage.
 - B. bodily injury, property damage, or personal and advertising injury arising out of your work described in such written contract, but only if:
 - 1. this coverage part provides coverage for bodily injury or property damage included within the products completed operations hazard: and
 - 2. the written contract specifically requires the Named Insured to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - **B.** a higher limit of insurance than required by the written contract.
- III. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- Notwithstanding anything to the contrary in the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS. the Condition entitled Other Insurance, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by written

50020006860245564681601

CNA PARAMOUNT



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
- 3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
- 4. tender the defense and indemnity of any claim to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- **B.** was executed prior to:
 - 1. the bodily injury or property damage; or
 - 2. the offense that caused the personal and advertising injury
 - for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CNA PARAMOUNT



Primary and Noncontributory - Other Insurance Condition Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled Other Insurance is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- **b.** the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

| - |
|--|
| The second s |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| the second s |
| |
| وستخفظ بقدري |
| |
| |
| |
| |
| <u> </u> |
| |
| |
| |
| |
| |
| |
| |
| |

Policy Number: 793-00-46-06-0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION – FORM I

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. SECTION II WHO IS AN INSURED is amended to include as an insured the person or organization shown in the SCHEDULE above, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury**, **property damage** or **environmental damage** occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (b) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain the same.

OBENV GE 301 (02 11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SECTION IV - CONDITIONS, 8. Other Insurance, is amended by adding the following paragraph:

This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured under this policy, only if you specifically agree, in a written contract or agreement, that this insurance must be primary to, and non-contributory with, such other insurance.

All other terms and conditions remain the same.

OBENV GE 319 (02 11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL SUPPLEMENTARY PAYMENTS LIMIT – CONTRACTORS POLLUTION LIABILITY AND TRANSPORTATION POLLUTION LIABILITY

This endorsement modifies coverage provided under the following:

CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART PROFESSIONAL SERVICES LIABILITY COVERAGE PART ENVIRONMENTAL PREMISES LIABILITY COVERAGE PART

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS is replaced with the following:

1. Applicable to all Coverages:

- a. We will pay, with respect to any claim we investigate or settle, or any suit against an insured we defend:
 - (1) All expenses we incur, including defense costs.
 - (2) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Llability Coverage applies. We do not have to furnish these bonds.
 - (3) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$1,500 a day because of time off from work.
 - (5) All court costs taxed against the insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- b. Any Supplementary Payments made pursuant to Paragraph a. above will be deemed damages for bodily injury, property damage, environmental damage, cleanup costs or professional services wrongful acts and will reduce the applicable limits of insurance shown in the Declarations for all Coverages.

However such payments for Coverages A and B will reduce the applicable limit of insurance shown in the Declarations but only after we have paid up to \$1,000,000 for the applicable Coverage.

2. Applicable to all Coverages except COVERAGE E:

a. If we defend an insured against a **suit** and an indemnitee of the insured is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:

- (1) The suit against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same **insured contract**;
- (4) The allegations in the **suit** and the information we know about the **occurrence** are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such **suit** and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - i. Cooperate with us in the investigation, settlement or defense of the suit;
 - ii. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the suit;
 - iii. Notify any other insurer whose coverage is available to the indemnitee; and
 - iv. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - i. Obtain records and other information related to the suit; and
 - ii. Conduct and control the defense of the indemnitee in such suit.

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

b. Notwithstanding the provisions of GENERAL EXCLUSIONS (APPLICABLE TO ALL COVERAGES), 1. Contractual Liability, Item b., such payments will be deemed damages for bodily injury, property damage, environmental damage or cleanup costs and will reduce the applicable limit of insurance shown in the Declarations for all Coverages.

However, for Coverages **A** and **B**, such payments will only reduce the applicable limit of insurance only after we have paid up to \$1,000,000 for the applicable Coverage.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

All other terms and conditions remain the same.

9. Premium and Audit

- **a.** We will compute all premiums for this policy in accordance with our rules and rates.
- **b.** Premium shown on the Declarations is a minimum and deposit premium for the **policy period**. It is payable in full at the inception of this policy.
- c. If a rate is shown on the Declarations then the final premium shall be subject to audit. At the close of each audit period we will compute the policy premium for that period and send notice to the **Named Insured**. The due date for audit is the date shown as the due date on the bill. Failure to pay the audit premium due may subject this policy, or any in-force policy of yours, to cancellation for non-payment of premium.
 - (1) If the policy premium computed as a result of an audit is less than the total policy premium shown on the Declarations, the total policy premium shown on the Declarations is the minimum premium for the **policy period** and is not subject to adjustment.
 - (2) If the policy premium computed as a result of an audit is greater than the total policy premium shown on the Declarations, then a Premium Audit Statement will be sent to the **Named Insured**. The additional premium amount shown on the Premium Audit Statement is due and payable to us upon receipt by the **Named Insured**.
- **d.** The **Named Insured** must keep records of the information we need for premium computation and send us copies upon request.
- e. We may examine and audit your books and records as they relate to this policy at any time during the **policy period** and up to three years afterward.

10. Representation and Incorporation of the Application

The insured represents that the particulars and statements contained in the application, questionnaire and any other materials submitted to us are true, accurate and complete and agree that:

- **a.** This policy is issued and continued in force by us in reliance upon the truth of such representations;
- b. Those particulars and statements are based upon the representations you made to us; and
- **c.** Application, questionnaire and any other materials submitted to us are incorporated in and form a part of this policy.

In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the application, this policy shall be void.

11. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this policy to the **Named Insured**, this insurance applies:

- a. As if each **Named Insured** were the only **Named Insured**; and
- **b.** Separately to each insured against whom a **claim** is made or **suit** is brought.

12. Service of Suit

In the event of our failure to pay any amount claimed to be due hereunder, we, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States or to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded for public liability does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

| This insurance is primary and the company shall not be liable for amounts in excess of | \$ |
|--|----|
| for each accident. | |
| This insurance is excess and the company shall not be liable for amounts in excess of | \$ |

for each accident in excess of the underlying limit of \$ ______ for each accident.

MCS 90 04 14

Page 1 of 2

Whenever required by Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date.

The telephone number to call is:

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is malled, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date notice is received by the FMCSA at its office in Washington, D.C.).

| Issued to | Paul Hen | derson | | KTA Construction, Inc. | | |
|-------------|----------|-------------------|------|------------------------|-----------------------------------|------|
| | | | this | 13th | day of ^{May} , . | 2016 |
| | | 793-00-46-06-0000 | | | , | |
| Effective [| Date | 05/04/2016 | | Countersigne | d by <u>Allen R. Sorensen</u> | |
| | | <u></u> | | | Authorized Company Representation | tive |

Name of Insurance Company

Homeland Ins. Company

SCHEDULE OF LIMITS - PUBLIC LIABILITY

| Type of Carriage | Commodity Transported | Jan. 1, 1985 |
|---|---|--------------|
| (1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds). | Property (nonhazardous) | \$750,000 |
| (2) For-hire and Private (In interstate, foreign or intrastate commerce, with a gross vehicle weight rating of 10,000 or more poinds). | Hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403 | \$5,000,000 |
| (3) For-hire and Private (In interstate or foreign commerce, in any quantity; or (in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds). | Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below. | \$1,000,000 |
| (4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds). | Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantitles of a Class 7 material as defined in 49 CFR 173.403 | \$5,000,000 |

Page 2 of 2