# City of San Diego

CONTRACTOR'S NAME: ORTIZ CORPORATION

ADDRESS: 2000 MCKINLEY AVE. NATIONAL CITY, CA 91950

TELEPHONE NO.: (619) 434-7925 FAX NO.:

CITY CONTACT: Antoinette Sanfilippo, Contract Specialist Email: ASanfilippo@sandiego.gov

Phone No.: (619) 533-3439

J.Ramos-Bañuelos / A.Jaro / R.Dinjotian

# **BIDDING DOCUMENTS**







# **FOR**

# **BAY HO IMPROV 2A (W)**

BID NO.:	K-20-1906-DBB-3	
SAP NO. (WBS/IO/CC):	B-19202	
CLIENT DEPARTMENT:		
COUNCIL DISTRICT:		
PROIECT TYPE:	КВ	

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

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

### **BID DUE DATE:**

2:00 PM JANUARY 9, 2020

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

# **ENGINEER OF WORK**

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

Seal:

For City Engineer Date

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# REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

### http://www.sandiego.gov/eoc/forms/index.shtml

<u>ITEM</u>	DOCUMENT TO BE SUBMITTED	WHEN DUE	<u>FROM</u>
1.	Bid Bond (PDF)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	Within 24 Hours of Bid opening	5 APPARENT LOW BIDDERS
7.	SLBE Good Faith Effort Documentation	Within 3 working days of bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	Within 3 working days of bid opening with Good Faith Effort (GFE) documentation	
9.	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.	Within 3 working days of bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	Phased Funding Schedule Agreement (when required)	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER

<u>ITEM</u>	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	Pre-Award Schedule (Phased Funded Contracts Only)	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
12.	Contract Forms - Agreement	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
13.	Contract Forms - Payment and Performance Bond	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
14.	Certificates of Insurance and Endorsements	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
15.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER

### NOTICE INVITING BIDS

- 1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Bay Ho Improv 2A (W).** For additional information refer to Attachment A.
- **2. FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <a href="http://www.sandiego.gov">http://www.sandiego.gov</a>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$ 4,410,000.
- 4. BID DUE DATE AND TIME ARE: JANUARY 9, 2020 at 2:00 PM
- 5. PREVAILING WAGE RATES APPLY TO THIS CONTRACT: Refer to Attachment D
- **6. LICENSE REQUIREMENT**: To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **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 82
  - **7.2.** percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	9.3%
2.	ELBE participation	13.0%
3.	Total mandatory participation	22.3%

- **7.3.** The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
  - **7.3.1.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
  - **7.3.2.** Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on a Universal Serial Bus (USB) Type-A, 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. AWARD PROCESS:

- **8.1.** 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.
- **8.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- **8.3.** 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 by the City Attorney's Office.
- **8.4.** The low Bid will be determined by the Base Bid plus all the Alternates
- **8.5.** 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.

### 9. SUBMISSION OF QUESTIONS:

**9.1.** 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 Improvvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

Public Works Contracts 525 B Street, Suite 750 (7<sup>th</sup> Floor) San Diego, California, 92101 Attention: Antoinette Sanfilippo

OR:

### ASanfilippo@sandiego.gov

- **9.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **9.3.** 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.
- **9.4.** 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.

**10. PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.

### 11. ADDITIVE/DEDUCTIVE ALTERNATES:

- 11.1. The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make 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.
- **11.2.** 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.
- **1.2.** The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- **1.3. Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
  - **1.3.1.** Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
  - **1.3.2.** Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
  - **1.3.3.** Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
  - **1.3.4.** The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- **1.4.** Complete information and links to the on-line prequalification application are available at:

http://www.sandiego.gov/cip/bidopps/pregualification

**1.5.** Due to the City's responsibility to protect the confidentiality of the contractors' information, 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: <a href="http://www.sandiego.gov/cip/bidopps/index.shtml">http://www.sandiego.gov/cip/bidopps/index.shtml</a> 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 who 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. Important Note: 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 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

- **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.
- **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

### 7. INSURANCE REQUIREMENTS:

- **7.1.** 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.
- **7.2.** Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- **8. 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") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/publicworks/edocref/greenbook">https://www.sandiego.gov/publicworks/edocref/greenbook</a>	2018	PWPI010119 -02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2018	PWPI010119 -03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2018	PWPI010119 -04
California Department of Transportation (CALTRANS) Standard Specifications – <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2018	PWPI030119-05

Title	Edition	Document Number
CALTRANS Standard Plans  http://www.dot.ca.gov/dos/construction.contract_standards.html	2018	PWPI030119-06
http://www.dot.ca.gov/des/oe/construction-contract-standards.html  California Manual on Uniform Traffic Control Devices Revision 4 (CA	2014	PWPI030119-08
MUTCD Rev 4) http://www.dot.ca.gov/trafficops/camutcd/		
<b>NOTE</b> : *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		
*Electronic updates to the Standard Drawings may also be found in the link above		

- 9. 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.
- 10. 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.
- 11. **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.

### 12. SUBCONTRACTOR INFORMATION:

12.1. 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 state the DIR REGISTRATION NUMBER for all subcontractors and 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 – Section 3-2, "SELF-PERFORMANCE", 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.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 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 California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

- 12.2. 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), DIR REGISTRATION NUMBER 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.
- **12.3. 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.
- **13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

#### 14. **AWARD**:

- **14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **14.2.** 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.

- **14.3.** 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.
- **15. SUBCONTRACT LIMITATIONS**: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" 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.
- **16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <a href="http://www.sandiego.gov/cip/">http://www.sandiego.gov/cip/</a>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- 17. 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 subproposal 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.
- 18. 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.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:
  - **19.1.** 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.
  - **19.2.** 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.
  - **19.3.** 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.

- **19.4.** 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.
- **19.5.** 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 shall cause the bid to be rejected and deemed **non-responsive**.

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

- **20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- **20.3.** 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.
- **20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- **20.5.** 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.
- **20.6.** 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.
- **20.7.** 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.
- **20.8.** 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.

### 21. BID RESULTS:

**21.1.** 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.
- **21.2.** 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.

### 22. THE CONTRACT:

- **22.1.** 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.
- **22.2.** 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.
- **22.3.** 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.
- **22.4.** 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.
- **22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by 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.

- 23. **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 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", 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.
- **24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
  - **24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - **24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - **24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
  - **24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - **24.5.** 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.
  - **24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - **24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

### 25. PRE-AWARD ACTIVITIES:

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

# 

### **Conditions**:

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

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

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

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

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

The Surety shall pay reasonable attorney's feethis bond.	es should suit be brought to enforce the provisions of
Dated March 4th, 2020	
Approved as to Form	Ortiz Corporation  Principal  By Marchin & Dalis
	Printed Name of Person Signing for Principal
Mara W. Elliott, City Attorney  By Low Low Day, John Deputy City Attorney	SureTec Insurance Company Surety By Bart Stewart-Attorney-In-fact
Approved:	3131 Camino del Río N., Suite 1400 Local Address of Surety
By Stephen Samara Principal Contract Specialist Public Works Department	San Dlego, CA 92108 Local Address (City, State) of Surety
	(619) 400-4104 Local Telephone No. of
	Surety Premium \$ 23,600
	Bond No. 4432044

# SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

**Bart Stewart** 

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on

behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 17th day of October, A.D. 2018.

State of Texas County of Harris

ss:

By:

John Knox Jr., CBO

On this 17th day of October, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

XENIA CHAVEZ
Notary Public, State of Texas
Comm. Expires 09-10-2020
Notary ID 129117659

Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 4 th

day of March, 2020, A.D.

M. Brent Beaty, Assistant Secretar

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

# **ALL-PURPOSE** CERTIFICATE OF ACKNOWLEDGMENT

Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a

corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

· Securely attach this document to the signed document with a staple.

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

State of California	}
County of San Diego	. }
On <u>03/04/2020</u> before me, _	Erin Elyse Haugh, Notary Public  (Here insert name and title of the officer)
personally appeared Bart Stewart who proved to me on the basis of satisf name(s)(s)are subscribed to the within he)she/they executed the same in (n)s)	actory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal.	ERIN ELYSE HAUGH Commission No. 2227679 NOTARY PUBLIC - CALIFORNIA P SAN DIEGO COUNTY Commission Expires January 6, 2022
Notary Public Signature (No	otary Public Seal)
ADDITIONAL OPTIONAL INFORMATION OF THE ATTACHED DOCUMENT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)  (Title or description of attached document continued)	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> </ul>
Number of Pages Document Date	<ul> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer  (Title) Partner(s) Attorney-in-Fact	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/hey, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> <li>The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.</li> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> <li>Additional information is not required but could help to ensure this</li> </ul>
☐ Trustee(s)	acknowledgment is not misused or attached to a different document.

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

# **ACKNOWLEDGMENT**

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

State of California County of			
On <u>March 10, 2020</u> before me, _	(insert name and title of the officer)		
personally appeared			
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	laws of the State of California that the foregoing		
WITNESS my hand and official seal.	GYUIN CHOI COMM. # 2160366 NOTARY PUBLIC • CALIFORNIA SAN DIEGO COUNTY Comm. Exp. AUG. 16, 2020		
Signature <u>3</u> 3 10	(Seal)		

# **ATTACHMENTS**

# **ATTACHMENT A**

# **SCOPE OF WORK**

### **SCOPE OF WORK**

- 1. SCOPE OF WORK: BAY HO IMPROV 2A (W) consists of the replacement of approximately 7,814 LF (linear feet) (1.48 miles) 6-, 8-inch AC (Asbestos Cement) of existing water main with new 8-inch water main. Related work includes installation of water services, fire hydrants, blowoff valves, pavement resurfacing and all other appurtenances in accordance with these specifications.
  - **1.1.** The Work shall be performed in accordance with:
    - **1.1.1.** The Notice Inviting Bids and exhibits in **Appendix K**, inclusive:
- **2. LOCATION OF WORK:** The location of the Work is as follows:
  - See **Appendix E** for Location Map.
- 3. **CONTRACT TIME:** The Contract Time for completion of the Work, shall be **297 Working Days.**

# **ATTACHMENT B**

# **PHASED FUNDING PROVISIONS**

### PHASED FUNDING PROVISIONS

### 1. PRE-AWARD

- **1.1.** Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
  - **1.1.1.** Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT.
- **1.2.** Contractor's failure to perform any of the following may result cancelling the award of the Contract:
  - **1.2.1.** Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
  - **1.2.2.** Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

### 2. POST-AWARD

- **2.1.** Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.
- **2.2.** The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

Bay Ho Improv 2A (W) 25 | Page

### PHASED FUNDING SCHEDULE AGREEMENT

BID NUMBER: K-20-1906-DBB-2 CONTRACT OR TASK TITLE: Bay Ho Improv 2A (W) CONTRACTOR: Ortiz Corprotation

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, Bonds, Mobilization, Videotaping of conditions, installation of 1,500 linear feet of water mains, appurtances, fire hydrants and water services on MAP No. 1 and MAP No.2 and related street surface improvements.	Notice to Proceed (NTP)	09/31/2020	\$728,590.00
2	Work to be completed in Phase 2 shall include installation of the remaining 6,314 linear feet of water mains, appurtances, fire hydrants and water services on MAP No. 3 and MAP No.12 and related street surface improvements.	10/01/2020	Notice of Completeion (NOC)	\$2,588,451.50
			Contract Total	\$3,317,041.50

#### Notes:

1) WHITEBOOK section 7-3.10, "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 written modifications to the CONTRACT.

CITY OF SAN DIEGO	CONTRACTOR
PRINT NAME: Mabil Batta  Construction Manager	PRINT NAME: Marcelino Oriz
Construction Manager	
Signature:	Title: President
Date: 5 (11/2020	Signature! Marcelin & Orls
PRINT NAME: Sheila Prose	Date: 5-7-1010
Project Manager	
Signature:	
Date: 5/7/20	

Bay Ho Improv 2A (W) Attachment B - Phased Funded Provisions (rev. Feb. 2019)

# **ATTACHMENT C**

### **RESERVED**

# **ATTACHMENT D**

# **PREVAILING WAGE**

#### PREVAILING WAGE

- 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 <a href="http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm">http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</a>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
  - **1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 1861.

- 1.3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
  - **1.3.1.** Contractor and their subcontractors shall also 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 contractors 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 Prevailing Wage Unit at 858-627-3200.

- 1.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
  - **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.
  - **1.9.2.** 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 for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- **1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors. The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- **1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The

Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- **1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
- **1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- **1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

# **ATTACHMENT E**

# **SUPPLEMENTARY SPECIAL PROVISIONS**

Bay Ho Improv 2A (W) 33 | Page

# SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
  - a) General Provisions (A) for all Construction Contracts.

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

- **1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", items 43, 56, 69, and 102, DELETE in its entirety and SUBSTITUTE with the following:
  - 43. **Field Order** A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, "EXTRA WORK" or 2-9, "CHANGED CONDITIONS". A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract.
  - 56. **Notice of Completion (NOC)** A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
  - 69. **Punchlist** A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
  - 102. **Walk-through** The procedure the City uses to evaluate the status of the Project or the phase of the Project and to generate a Punchlist prior to Acceptance.

To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

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

To the "WHITEBOOK", ADD the following:

108. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.

Bay Ho Improv 2A (W)

- 109. **Acceptance of Work** When all of the Contract work is deemed officially complete, including all Punchlist items, by the Owner.
- 110. **Occupancy** When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.

#### **SECTION 3 - CONTROL OF THE WORK**

- **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.
- **3-8.7 Contractor's Quality Control Plan (QCP).** To the "WHITEBOOK", ADD the following:
  - 7. The establishment and implementation of a Quality Control Plan (QCP), as defined in the standard specifications, shall be required for this Contract. See example in **Appendix G Sample Contractor's Daily Quality Control Inspection Report.**
- **3-8.7.1 QCP Submittal.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
  - 2. The QCP shall be organized to address, at a minimum, the following items:
    - a) Quality Control Administrator
    - b) Surface preparation and paving schedule
    - c) Inspection and documentation requirements (Daily Quality Control Inspection Report)
    - d) Material quality control testing plan
    - e) Documentation of quality control activities
    - f) Procedures for corrective action when quality control and/or acceptance criteria are not met
    - g) If paving Work will be in areas prone to shade, provide curing time of product
- **3-8.7.4 Documentation.** To the "WHITEBOOK", item 3, section "a", subsection "viii", DELETE in its entirety and SUBSTITUTE with the following:
  - viii. Documentation that the following have been verified to be in compliance:
    - Proper storage of materials and equipment.
    - Proper operation of all equipment.
    - Adherence to plans and technical specifications.
    - Review of quality control tests.
    - Safety inspection.
    - Mixing properties of products against the approved submittal limits.

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- **3-12.7 Drinking Water Discharges Requirements.** To the "WHITEBOOK", ADD the following:
  - You shall record the results for each discharge event on the City's Drinking Water Discharge Monitoring form included as Appendix H - Monthly Drinking Water Discharge Monitoring Form.
- **3-13.1 Completion.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.
- **3-13.1.1 Requirements Before Requesting a Walk-through.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

#### 3-13.1.1 Requirements Before Requesting Substantial Completion.

- 1. The following items are required prior to requesting a Substantial Completion:
  - a) Remove temporary facilities from the Site.
  - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
  - c) Provide completed and signed Red-lines in accordance with 3-7.3 "Redlines and Record Documents".
  - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
  - e) Provide all tools which are permanent parts of the equipment installed in the Project.
  - f) Provide and properly identify all keys for construction and all keys for permanent Work.
  - g) Provide all final Special Inspection reports required by the applicable building Code.
  - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
  - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
  - j) Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
  - k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".

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- I) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
- m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.

# **3-13.1.2 Walk-through and Punchlist Procedure.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
- 2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
- 3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
- 4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
- 5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
- 6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
- 7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
- 8. The Engineer shall meet with you until all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

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- **Acceptance.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
  - 2. You shall deliver the final As-builts and final billing prior to Acceptance.
  - 3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
  - 4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
  - 5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.
- **3-13.3 Warranty.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
  - 2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
  - 3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
  - 4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
  - 5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost

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6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty
LED Signal Modules	3 Years of Manufacturer's Warranty
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"

<sup>\*</sup> Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.

- 7. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
  - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
  - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
  - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with **3-13.3.2**, "Warranty Format Requirements".
- 8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

#### **3-15.3 Coordination.** To the "WHITEBOOK", ADD the following:

 Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Bay Ho Improv 2A. See Appendix F - Adjacent Projects Map for the approximate location. Coordinate the Work with the adjacent projects as listed below:

Bay Ho Improv 1 Sewer Rehabilitation, Joshua Adelman, 619-533-4656

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Residential Project 6-DDA (Clairemont Mesa) Zach Barhoumi, 619-533-5114

Moraga Ave to Idelwild UUD, Farlito Valenzuela, 619-235-1947

Moraga Ave Ph II – Moraga CT to Monair UUD, Farlito Valenzuela, 619-235-1947

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

- **4-3.6 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.
- **4-6 TRADE NAMES.** To the "WHITEBOOK", ADD the following:
  - 11. You shall submit your list of proposed substitutions for an "equal" item **no**later than 5 Working Days after the determination of the Apparent Low
    Bidder and on the City's Product Submittal Form available at:

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

#### **SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES**

**5-4 INSURANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

#### 5-4 INSURANCE.

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

#### 5-4.1 Policies and Procedures.

- 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

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- 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.

#### 5-4.2 Types of Insurance.

# 5-4.2.1 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

#### 5-4.2.2 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.

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## 5-4.2.3 Contractors Pollution Liability Insurance.

- 1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
- 2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
- 3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
- 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.
- 5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, 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 without advancing the retroactive date.
- 6. 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.

# 5-4.2.4 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

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- 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.
- **5-4.3 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.
- **5-4.3.1 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.

- **5-4.4 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.
- 5-4.5 Policy Endorsements.
- 5-4.5.1 Commercial General Liability Insurance.
- 5-4.5.1.1 Additional Insured.
  - 1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
  - 2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected

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- 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.
- **5-4.5.1.2 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 shall be in excess of your insurance and shall not contribute to it.
- **5-4.5.1.3 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 shall be in addition to the aggregate limit provided for the products-completed operations hazard.
- 5-4.5.2 Commercial Automobile Liability Insurance.
- **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.

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#### 5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

#### 5-4.5.3.1 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.
- 5-4.5.3.2 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, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **Severability of Interest.** For Contractors 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.

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# 5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

#### 5-4.5.4.1 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.
- 5-4.5.4.2 **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, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- 5-4.5.4.3 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.
  5-4.6 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.

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- **S-4.7 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.
- **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.
- **5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

#### 5-4.11 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.
- **5-4.11.1 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.
- **5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
  - 3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:

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- a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
- b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
- c) 72 hours in advance of the scheduled resurfacing.
- **5-13 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Virtual Project Manager shall be used on this Contract.
  - 2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
  - 3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
  - 4. Review and act on all communications addressed to you in the VPM project website.
  - 5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:
    - https://www.sandiego.gov/publicworks/edocref
  - 6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.
- **5-15.1 General.** To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:
  - 10. You shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification for construction activities that have encountered flammable liquids or other hazardous substances. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.
    - a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER

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certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer..

#### SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

- **6-1.1 Construction Schedule.** To the "WHITEBOOK", item 1, subsection "s", DELETE in its entirety and SUBSTITUTE with the following:
  - s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
    - Refer to the Sample City Invoice materials in Appendix D Sample
       City Invoice with Cash Flow Forecast and use the format shown.
    - ii. See also the "Cash Flow Forecast Example" at the location below: https://www.sandiego.gov/publicworks/edocre
- **6-1.5.2 Excusable Non-Compensable Delays.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- 6-1.5.2 Excusable Non-Compensable and Concurrent Delays.
  - 1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "Extensions of Time" for the following circumstances:
    - a) Delays resulting from Force Majeure.
    - b) Delays caused by weather.
    - c) Delays caused by changes to County, State, or Federal law.
  - 2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
  - 3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.
- **Extensions of Time.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. The Contract Time shall not be modified except by Change Order.

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- 2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
  - a) If you believe this event requires a Change Order, you shall submit a written Change Order request with a report to the City that explains the request for Change Order within 5 Working Days. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
- 3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
  - a) The event causing the delay impacted the activities along the Project's critical path.
  - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
- 4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
  - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".
- **6-4.4 Written Notice and Report.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

#### ADD:

#### 6-6.1.1 Environmental Document.

 The City of San Diego has prepared a Notice of Exemption for Bay Ho Improv 2A (W) Project No. B-19202 as referenced in the Contract Appendix. You shall comply with all requirements of the Notice of Exemption as set forth in Appendix A.

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2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

#### **SECTION 7 - MEASUREMENT AND PAYMENT**

**7-3.2 Partial and Final Payment.** To the "GREENBOOK", paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

- **7-3.4.1 Payment.** To the "WHITEBOOK", ADD the following:
  - 4. The cost for mobilization excludes the costs for all mobilization and demobilization Work associated with each paving phase. The costs for all mobilization and demobilization Work associated with each paving phase shall be paid in accordance with 306-1.2.1, "Payment".
- **7-3.9 Field Orders.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

TABLE 7-3.9
FIELD ORDER LIMITS

Contract Price	Maximum Field Order Work Amount
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
\$5,000,001 to \$15,000,000	\$20,000
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

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- 2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.
- 3. The City will issue a Field Order only after the City's acceptance of the cost of the field order amount.
- 4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.
- 5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.
- 6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.

#### **SECTION 203 - BITUMINOUS MATERIALS**

## **203-6.3.1 General.** To the "WHITEBOOK", ADD the following:

3. Asphalt concrete for Job Mix Formula (JMF) and Mix Designs shall be Type III and shall not exceed 15% RAP.

#### **SECTION 209 - PRESSURE PIPE**

#### **209-1.1.1 General.** 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.
- 3. Refer to AWWA C900-16 for all references to AWWA C905.

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

- **Preparatory Repair Work.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.

#### ADD the following:

13. Asphalt concrete shall be Type III and shall not exceed 15% RAP in accordance with 203-6.3.1, "General".

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#### **SECTION 302 - ROADWAY SURFACING**

- **302-4.5 Scheduling, Public Convenience and Traffic Control.** To the "GREENBOOK", paragraphs (1) and (2), DELETE in its entirety and SUBSTITUTE with the following:
  - In addition to the requirements of Part 6, you shall comply with the following:
    - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
    - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary "No Parking" signs 72 hours in advance.
    - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.

#### **SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION**

#### ADD:

#### 306-1.1 High-line Phasing.

- 1. Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:
  - a) Phase I: Map #1 (Ecochee Ave from Moraga Ave to Taos Dr) & Map #2 (Taos Dr from Ecochee Ave to N/O Taos Pl) & Map #2 (Taos Pl from Taos Dr to cul-de-sac)
  - b) Phase II: Map #3 (Taos Dr from S/O Fox Ave to N/O Fox Ave) & Map #4 (Taos Dr from N/O Fox Ave to Kamloop Ave) & Map #5 (Kamloop Ave from Moraga Ave to Quapaw Ave)
  - c) Phase III: Map #4 (Taos Dr from Kamloop Ave to S/O Kamloop Ave) & Map #6 (Quapaw Ave from Kamloop Ave to Fox Ave)
  - d) Phase IV: Map #7 (Quapaw Ave from Fox Ave to Nemaha Dr) & Map #7 (Nemaha Dr from Fox Ave to Quapaw Ave) & Map #8 (Fox Ave from Moraga Ave to Nemaha Dr)

#### ADD:

#### 306-1.2 Phased Paving.

- 1. You shall implement phased paving, when directed and approved by the Engineer.
- 2. The Engineer will notify you when you can proceed with phased paving Work. Each phase shall be completed within **90 Calendar Days** after the Engineer's notification. Plan and schedule your Work accordingly to ensure each phase is complete.

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- 3. When Phased Paving is initiated, the following Work shall be completed within the determined areas:
  - a) Installation of mains and appurtenances.
  - b) Operational checks and testing.
  - c) Mains are in service.
  - d) Trench restoration.
  - e) Road surface preparatory Work.
  - f) Installation of concrete sidewalks and curb ramps.
  - g) Adjustments of gate valves and manholes, survey monuments and utility boxes.
- 4. You may propose to change the limits of the determined phasing, in writing, for the Engineer's review and approval. If approved, there shall be no additional costs to the City. No additional Working Days will be granted for delays due to the City's review and approval of your proposed change and due to the implementation of that proposed change.
- 5. You may use multiple crews to complete each phase of paving.

#### ADD:

#### 306-1.2.1 Payment.

- The payment for all Work associated with Phased Paving shall be included in the Bid item for each "Phased Paving" area. This payment shall include the costs for all mobilization and demobilization for resurfacing and striping associated with each paving phase regardless of the paving operation. No additional payment shall be made regardless of the number of mobilizations and demobilizations required to complete that phase.
- **306-7.8.2.1 General.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
  - 2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.
    - a) Specified working pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.
    - b) Specified working pressure for Class 305 pipe shall be 200 psi and is tested at 300 psi.

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#### ADD:

# 306-8.5.4 High Deflection Coupling.

 High deflection couplings shall be constructed in accordance with the Plans and Reference Specifications. Working Drawings prepared by a Civil or Structural Engineer registered in the State of California shall be submitted in accordance with 3-8.2, "Working Drawings" for any proposed additional high deflection couplings not indicated on the Plans and Reference Specifications.

#### **SECTION 402 - UTILITIES**

- **402-2 PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:
  - g) Refer to **Appendix J Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

# SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

- **Traffic Control for Resurfacing and Slurry Sealing.** To the "WHITEBOOK", item 3, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:
  - d) Place "NO PARKING TOW-AWAY ZONE" signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING TOW-AWAY ZONE" signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.
- **General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
  - 3. Temporary "No Parking" and "No Stopping" signs shall be installed 72 hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.
- **601-3.6 Channelizing Devices.** To the "WHITEBOOK", item 4, Barricades, ADD the following:
  - h) You shall place "OPEN TRENCH" signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.

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#### **SECTION 900 - MATERIALS**

- **Payment.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
  - 3. The payment for furnishing materials for your connection, cut and plug, and cut-in Work shall cover all necessary materials (fittings and hardware, excluding valves), delivery, and unloading. The payment shall be included within the Bid item of the Work involved and no separate payment for furnishing those materials shall be made. The payment for furnishing valve materials for your connection, cut and plug, and cut-in Work shall be included in the separate Bid items for each valve.

#### SECTION 901 - INSTALLATION AND CONNECTION

- **901-1.1 General.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
  - 2. The Engineer will coordinate all interactions between you and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations. Upon your request, the Engineer shall notify the City's Public Utilities Department's staff as noted below which shall be required at least 20 Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.
    - a) Transmission Mains (16 inches and larger) Jesus Ramos (619-527-7438)
    - b) Distribution Mains (less than 16 inches) Freddy Porter (619-527-7539)
    - c) Water Facilities Greg Cross (619) 527-7460
- **901-2.2.1 General.** To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:
  - 5. The Engineer will coordinate all interactions between you and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations. Upon your request, the Engineer shall notify the City's Public Utilities Department as noted below which shall be required at least 20 Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.
    - a) Transmission Mains (16 inches and larger) Jesus Ramos (619-527-7438)
    - b) Distribution Mains (less than 16 inches) Freddy Porter (619-527-7539)
    - c) Water Facilities Greg Cross (619) 527-7460

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- **901-2.5 Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Your Work for connecting to the existing system (cut-in or tie-in Work) shall be paid under the Bid item(s) for the connection (cut-in or tie-in Work) and shall include the following:
    - a) Furnishing and installing all materials and labor to complete the Work including 10' of water main per connection.
    - b) Potholing.
    - c) Protecting the water main while performing the Work.
    - d) Coordinating your Work with the City Forces.
    - e) Coordinating with the community (community outreach).
    - f) Traffic control.
  - 2. Cut and plug Work of the existing system by you shall be paid under the Bid item for "Cut and Plug by the Contractor" and shall include coordination of Work with City Forces, any scheduling impact costs, community outreach, furnishing and installing of materials, and traffic control. Potholing and protecting the water main while performing the Work shall be included in this payment.
  - 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 lump sum Bid item for "Pavement Restoration for Final Connection". Asphalt overlay and slurry seal Work shall be paid for under separate Bid items.

#### **SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)**

#### **1001-1 GENERAL.** To the "WHITEBOOK", ADD the following:

7. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.

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# SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

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# **APPENDIX A**

# **NOTICE OF EXEMPTION**

#### **NOTICE OF EXEMPTION**

(Check one or bot	<i>†</i> h)		
TO: <u>X</u>	Recorder/County Clerk	FROM:	City of San Diego
•	P.O. Box 1750, MS A-33		Public Works Department
	1600 Pacific Hwy, Room 260		525 B Street, Suite 750, MS 908A
	San Diego, CA 92101-2400		San Diego, CA 92101
<u> </u>	Office of Planning and Research		
	1400 Tenth Street, Room 121		•
	Sacramento, CA 95814		
Project Nam	e: Bay Ho Improvements 2A		<b>WBS No.:</b> B-19202.02.06
Place, Fox Ave	tion-Specific: The project is located on enue, Kamloop Avenue, Quapaw Avenue Planning Area (Council District 2).		
Project Loca	tion-City/County: San Diego/San Diego	1	
Description •	of nature and purpose of the Project:	The project will i	replace-in-place approximately 7,814 linear
feet (1.48 mil-	es) of existing 6-inch and 8-inch diamete	r asbestos cemei	nt water main with 8-inch polyvinyl
chloride pipe	via open trench construction methods.	Excavation will o	ccur in the public right-of-way within the
same trench	alignment at depths consistent with exis	ting facilities. Add	ditional improvements will include

Name of Public Agency Approving Project: City of San Diego

**Name of Person or Agency Carrying Out Project:** Gretchen Eichar, 525 B Street, Suite 750, San Diego, CA 92101, (619) 533-4110

installation of fire hydrants, water services, curb ramps, street repair, street resurfacing, and other related

#### **Exempt Status:**

appurtenances.

1	١	Ministerial	1500	21080/hV/1V	· 15268\·
ı		MILLIAN	1 201	Z 1 (20) (21 1 3 B 1 4	137001

( ) Declared Emergency (Sec. 21080(b)(3); 15269(a));

- ( ) Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- (X) Categorical Exemption: 15301(b) [Existing Facilities], 13502(c) [Replacement or Reconstruction], 15303 [New Construction], and 15304 [Minor Alterations to Land]

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301(b) [Existing Facilities], which allows for the operation, repair, maintenance, or minor alteration of existing public structures, facilities and mechanical equipment, involving negligible or no expansion of existing or former use; 15302(c) [Replacement or Reconstruction], which allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; 15303 [New Construction], which allows for the construction and location of limited numbers of new, small facilities or structures; 15304 [Minor Alterations to Land], which allows for minor public alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forest or agricultural purposes; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Gretchen Eichar

Telephone: (619) 533-4110

Revised May 2016

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, Assistant Deputy Director

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

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

# 1. **PURPOSE**

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

# 2. **AUTHORITY**

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

#### Reference

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

# 3. **DEFINITIONS**

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

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SUBJECT  FIRE HYDRANT METER PROGRAM  (FORMERLY: CONSTRUCTION METER	PAGE 2OF 10	October 15, 2002
PROGRAM)		
	SUPERSEDES	DATED
	<b>DI</b> 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. **POLICY**

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

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

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FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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

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

# Process for Issuance

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

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SUBJECT	PAGE 50F 10	EFFECTIVE DATE
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	SUPERSEDES	DATED
	<b>DI</b> 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

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

# 4.7 Relocation of Existing Fire Hydrant Meters

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

# 4.8 **Disconnection of Fire Hydrant Meter**

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

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

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	<b>PAGE 8OF</b> 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	<b>DI</b> 55.27	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	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
SUBJECT	<b>PAGE</b> 9 <b>OF</b> 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	TAGE JOF 10	October 15, 2002
	<b>SUPERSEDES</b>	DATED
	<b>DI</b> 55.27	April 21, 2000

#### 7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
SUBJECT	DACE 100E 10	EFFECTIVE DATE
	<b>PAGE</b> 10 <b>OF</b> 10	15 0000
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	<b>DI</b> 55.27	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).

#### 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



**Meter Information** 

# Application for Fire (EXHIBIT A) **Hydrant Meter**

Application Date

(For Office Use Only)

NS REQ	FAC#	
DATE	BY	

Requested Install Date:

NS REQ	FAC#	
DATE	ВҮ	

METER SHOP (619) 527-7449

Fire Hydrant Location: (Attach Detailed Map//Thoma	as Bros. Map Locatio	0,	<u>T.</u> E	<u>3.</u>	G.B. (CITY USE)	
Specific Use of Water:		<u>Zip:</u>				
Any Return to Sewer or Storm Drain, If so , explain:			,			
	1					
Estimated Duration of Meter Use:			Che	eck Box if Recla	imed Water	
Company Information						
Company Name:						
Mailing Address:						
City:	State:	Zip:	Phone:	( )		
*Business license#		*Contractor licenses	#			
A Copy of the Contractor's license OR Bu	usiness License	is required at the time	of meter iss	suance.	***	
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)			Phone:	( )		
Site Contact Name and Title:			Phone:	( )		
Responsible Party Name:						
Cal ID#			Phone:	( )		
Signature:		Date:			· 4 J	
Guarantees Payment of all Charges Resulting from the use of	of this Meter. <u>Insures t</u>	hat employees of this Organization	n understand the	proper use of Fir	e Hydrant Meter	
				NCA THE STATE OF T	DOMESTIC CONTROL OF THE PROPERTY OF THE PROPER	
Fire Hydrant Meter Removal I	Request	Requested F	Removal Date	:		
Provide Current Meter Location if Different from Abo	ve:			TTT A STATE OF THE		
Signature:		Title:		Date:	p	
Phone: ( )		Pager: (			8 X 2 X 3 X 3 X 3 X 3 X 3 X 3 X 3 X 3 X 3	
City Meter Private Mete	er		***************************************			
Contract Acct #:	Deposit	Amount: \$ 936.00	Fees Amoun	t: \$ 62.0	00	
Meter Serial #	Meter Si	ze: <b>05</b>	Meter Make	6-7		
Backflow #	Backflow	, Size:	Backflow Make and Styles			
Name:	Signature		I WIAKE AND ST	Make and Style:  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 I	Hydrant Meter Service
Dear Water Department Customer:	
ends in 60 days and will be removed on of additional 90 days must be submitted in v	t Meter #, located at (Meter Location Address) or after (Date Authorization Expires). Extension requests for an writing for consideration 30 days prior to the discontinuation contact the Water Department, or mail your request for an
	City of San Diego Water Department
	Attention: Meter Services
	2797 Caminito Chollas San Diego, CA 92105-5097
Should you have any questions regarding	g this matter, please call the Fire Hydrant Hotline at (619)
·	
Sincerely,	
Water Department	

#### **APPENDIX C**

# MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Bay Ho Improv 2A (W) 76 | Page

#### 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

Bay Ho Improv 2A (W) 77 | Page

#### **APPENDIX D**

# SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

**Contractor's Name:**Contractor's Address:

Contractor's Phone #:

Contractor's fax #:
Contact Name:

Invoice No.
Invoice Date:

Billing Period: ( To )

Item #	Item Description			Authoriza			Previo	us Totals			his Estimate		Totals to Date			
	•	Unit	Price	Qty	E	ktension	%/QTY	Am	ount	% / QTY	Amoun	t	% / QTY		Amount	
1					\$	-		\$			\$	-	0.00	\$	-	
2					\$	-		\$			\$	-	0.00%	\$	-	
3					\$	-		\$			\$	-	0.00%	\$	-	
4					\$	-		\$			\$	-	0.00%	\$	-	
5					\$	-		\$	-		\$	-	0.00%	\$	-	
6					\$	-		\$	-		\$	-	0.00%	\$	-	
7					\$	-		\$	-		\$	-	0.00%	\$	-	
8					\$	-	X	\$	-		\$	-	0.00%	\$	-	
5					\$	-		\$	-		\$	-	0.00%	\$	-	
6					\$			\$	-		\$	-	0.00%	\$	-	
7					\$	-		\$	-		\$	-	0.00%	\$	-	
8					\$			\$	-		\$	-	0.00%	\$	-	
9					\$	-		\$	-		\$	-	0.00%	\$	-	
10					\$	-/		\$	-		\$	-	0.00%	\$	-	
11					\$			\$	-		\$	-	0.00%	\$	-	
12					\$			\$	-		\$	-	0.00%	\$	-	
13					\$			\$	-		\$	-	0.00%	\$	-	
14					\$	-		\$	-		\$	-	0.00%	\$	-	
15					\$	-		\$	-		\$	-	0.00%	\$	-	
16					\$	-		\$	-		\$	-	0.00%	\$	-	
17	Field Orders				\$	-		\$	-		\$	-	0.00%	\$	-	
					\$	-		\$	-		\$	-	0.00%	\$	-	
	CHANGE ORDER No.				\$	-		\$	-		\$	-	0.00%	\$	-	
					\$	-		\$	-		\$	-	0.00%	\$	-	
	Total Authorized A	Amount (includi	ng approved Chan	ge Order)	\$	-		\$	-		\$	-	Total Billed	\$	-	
	SUMMARY				•		•		•				•			

#### SUMMARY

Α.	Original Contract Amount	\$ -	I certify that the materials
В.	Approved Change Order #00 Thru #00	\$ -	have been received by me in
C.	Total Authorized Amount (A+B)	\$ -	the quality and quantity specified
D.	Total Billed to Date	\$ -	
Ε.	Less Total Retention (5% of D)	\$ -	Resident Engineer
F.	Less Total Previous Payments	\$ -	
G.	Payment Due Less Retention	\$0.00	Construction Engineer
Н.	Remaining Authorized Amount	\$0.00	

#### Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date:

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

# Construction Cash Flow Forecast

# "Sewer and Water Group Job 965 (W)"

Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

# **APPENDIX E**

#### **LOCATION MAP**





#### **BAY HO IMPROV 2A (W)**

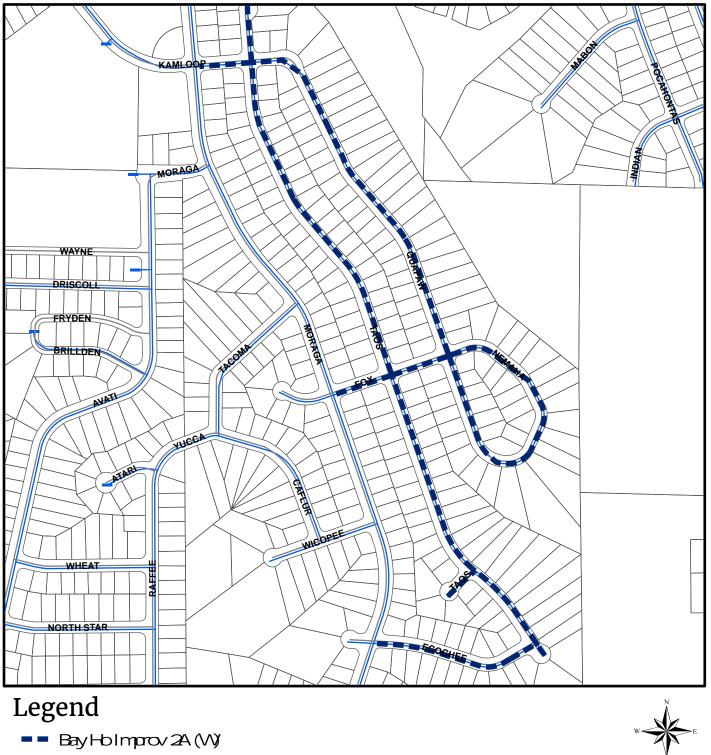
SENIOR ENGINEER SHEILA BOSE 619-533-4698 PROJECT MANAGER JAIME RAMOS 619-533-5103 PROJECT ENGINEER JENNY JARRELL

619-533-5224

FOR QUESTIONS ABOUT THIS PROJECT

Call: 619-533-4207

Email: engineering@sandiego.gov



COMMUNITY NAME: Clairemont Mesa

Date: June 11, 2019
Bay Ho Impro 2A (W)

Appendix E - Location Map

COUNCIL DISTRICT: 2

SanGIS

# **APPENDIX F**

# ADJACENT PROJECT MAPS



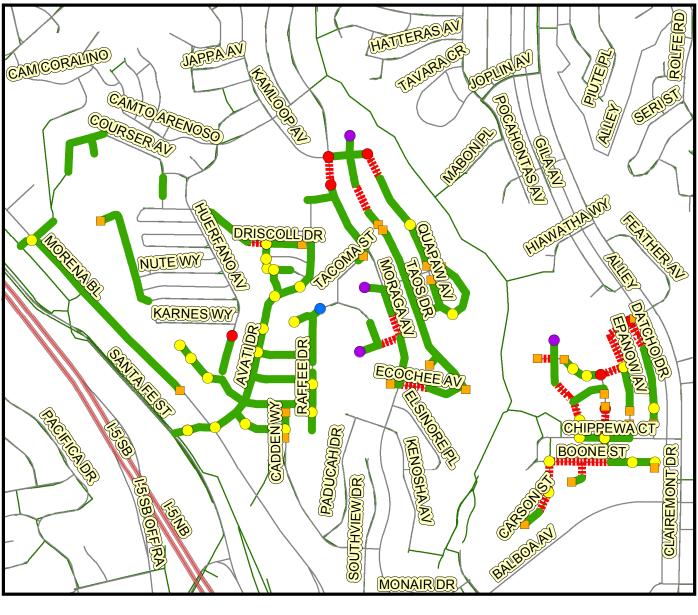


#### **BAY HO IMPROVEMENTS 1**

SENIOR ENGINEER JOSEPH DIAB 619-533-4615

PROJECT MANAGER HENRY GIMUTAO 619-533-3408

PROJECT ENGINEER EDWARD CASTANEDA 619-533-6609



# Legend

- **NEW MH**
- **NEW CLEANOUT**

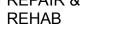
MH REHAB

MΗ **REPLACE** 

MH REPAIR

REHAB

**POINT IIIIIIIII** REPAIR &





COMMUNITY NAME: CLAIREMONT MESA

Date: MARCH 28, 2019 Bay Ho Impro 2A (W) Appendix F - Adjacent Project Maps

SanGIS



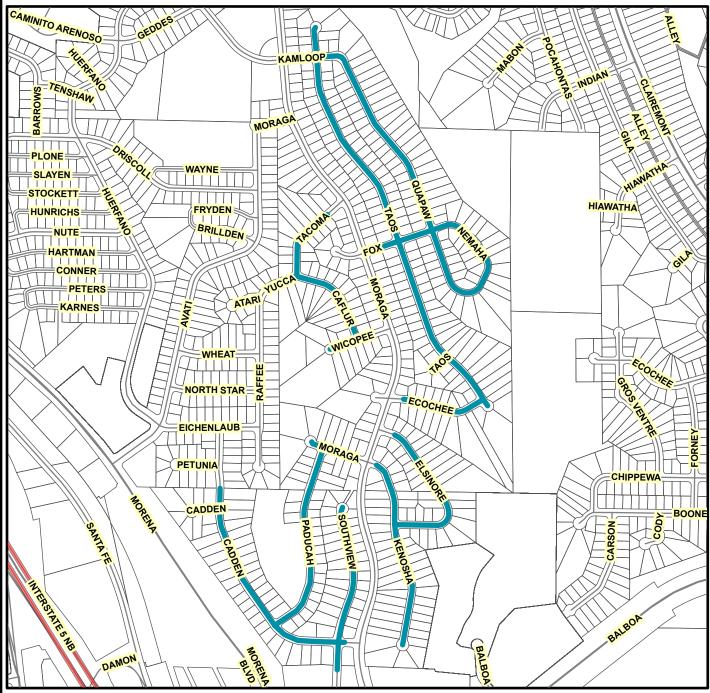
#### RESIDENTIAL PROJECT 6-DD1 (CLAIREMONT MESA)

SENIOR ENGINEER DAYUE ZHANG 619-533-7409 PROJECT MANAGER ZACH BARHOUMI 619-533-5114

PROJECT ENGINEER AVEEN SALEH 619-533-4641 FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



Legend

UUP BLOCK 6DD1 - STREET RESURFACING AND CURB RAMP INSTALLATION



SAP ID: B18142

COMMUNITY NAME: CLAIREMONT MESA

DATE: OCTOBER 9, 2018

Bay Ho Impro 2A (W) Appendix F - Adjacent Project Maps COUNCIL DISTRICT: 2

SanGIS





# Moraga Ave to Idlewild UUD

SENIOR ENGINEER DAYUE ZHANG 619-533-7409

PROJECT MANAGER FARLITO VALENZUELA MITZI GAMBOA 619-235-1947

PROJECT ENGINEER 619-533-4156

FOR QUESTIONS ABOUT THIS PROJECT

Call: 619-533-4207

Email: engineering@sandiego.gov



Legend

UUP Moraga Ave (Phase I) Street Resurfacing and Curb Ramp Installation

COUNCIL DISTRICT: 2



SAP ID: B00726

### Moraga Ave Ph II - Moraga Ct to Monair UUD

SENIOR ENGINEER DAYUE ZHANG 619-533-7409

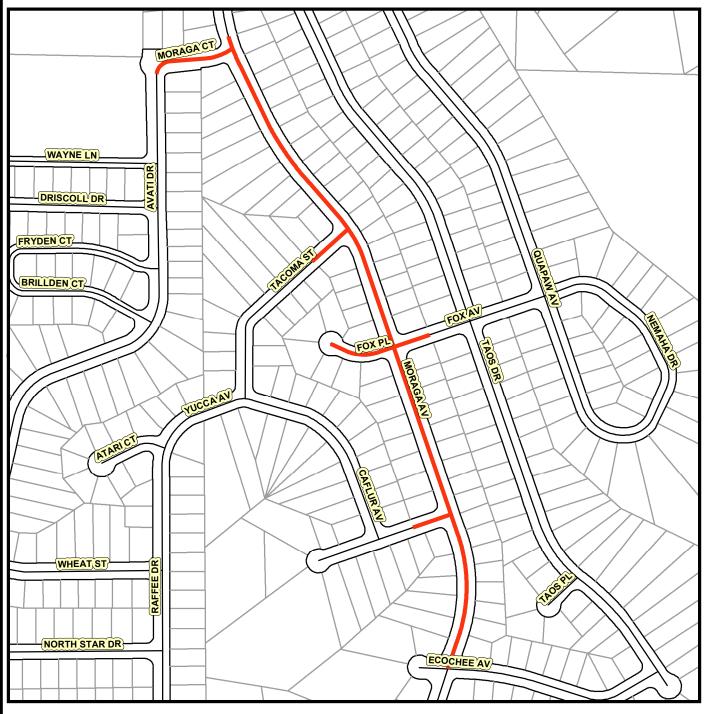
PROJECT MANAGER FARLITO VALENZUELA MITZI GAMBOA 619-235-1947

PROJECT ENGINEER 619-533-4156

FOR QUESTIONS ABOUT THIS PROJECT

Call: 619-533-4207

Email: engineering@sandiego.gov



Legend

UUP Moraga Ave (Phase II) Street Resurfacing and Curb Ramp Installation

COUNCIL DISTRICT: 2

COMMUNITY NAME: CLAIREMONT MESA

Date: May 30, 2017 Bay Ho Impro 2A (W) Appendix F - Adjacent Project Maps SanGIS

#### **APPENDIX G**

# CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Bay Ho Improv 2A (W) 88 | Page

# Appendix G

#### City of San Diego Asphalt Concrete Overlay

# **Contractor's Daily Quality Control Inspection Report**

Project Title:			Date:
Locations:	1		
	2		
	3		
Asphalt Mix Specific	ation: Attached	Supplier:	
Dig out Locations:	1.		
· ·	2		
	3		
Tack Coat Applicatio	n Rate @ Locations:		
	1		
	2		
	3		
Asphalt Temperatur	e at Placement @ Lo	ocations:	
Aspriale remperatur	1.	cations.	
	2		
	3		
Asphalt Depth @Loc	ations:		
	1.		
	2		
•			
Compaction Test Re	sult @Locations:		
	1		
	2		
	3		

Bay Ho Improv 2A (W)
Appendix G – Contractor's Daily Quality Control Inspection Report

Location and nature of defects:	
1	
2	
3	
Remedial and Corrective Actions taken or proposed for Engineer's approva	l:
1	
2	
3	
Date's City Laboratory representative was present:	
1	
2	
3	
Verified the following:	ls.
Proper Storage of Materials & Equipment	
Proper Operation of Equipment	
3. Adherence to Plans and Specs	-
4. Review of QC Tests	-
5. Safety Inspection	-
	-
Deviations from QCP (see attached)	
Quality Control Plan Administrator's Signature: Date Signed:	
Quality Control Flam Administrator 3 Signature. Date Signet.	

### City of San Diego

# Rubber Polymer Modified Slurry

#### **Contractor's Daily Quality Control Inspection Report**

Project Title:	Date:
Ambient Temperature (Start of Work):	Time:
Environmental Considerations:	
Locations (Address Range/Cross Streets):	
1.	
2.	
3.	
Approved Mix Design:	
Material Suppliers:	
RPMS Type(s):	
Slurry Machine #'s:	
Estimated Cure Time (Break) of Slurry:	
Pre-Mix (Per 100 Counts)	
Gate Setting/Emulsion %:	
Aggregate Weight:	
Cement % (by weight of aggregate):	
Crumb Rubber % (by volume of cement):	
Machine Inspection	
Leaks:	
Sprayers:	
Emulsion Filter:	
Carbon Black:	
Spreader Box Inspection	
Cleanliness:	
Augers:	
Rubbers:	
Fabric:	
Runners:	

#### City of San Diego Rubber Polymer Modified Slurry

#### **Contractor's Daily Quality Control Inspection Report**

<u>Project Conditions</u>	
Crack Fill:	
Asphalt Deficiencies:	
Cleanliness:	
Impediments/Other:	
Communication to Client/ Resident Engineer	
Crack Fill:	
Asphalt Deficiencies:	
Cleanliness:	
Impediments/Other:	
Test Lab	
Tech:	Time on Site:
<u>Notes</u>	
QCP Administrator Signature:	Date Signed:
	- <u></u>

#### **APPENDIX H**

#### MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

Bay Ho Improv 2A (W) 93 | Page

#### DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water\_issues/programs/npdes/docs/drinkingwater/final\_statewide\_wqo2014\_0194\_dwq.pdf), and as follows:

	Project Name:				WB	S No.:			Waters	ned No	
Qualif	ed Person Conducting Tests:					ature					
BMPs MUST BE I	N PLACE PRIOR TO ANY S	SCHEDULED DISC	CHARGE		By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.						
			Eve	nt #1							
Discharge Locati	on¹ Catergory²	Notification <sup>3</sup>	BMPs in Place <sup>4</sup>	Volume <sup>5</sup>	Samplir	ıg <sup>6</sup>		les at 10 mins, & last 10 mins)	Exceed	lence	Notes
	(Select one)	(Select all that apply)	(Select all that apply)	(gal)	Measure	Unit	Time	Result	Limit	No Y	Report exceedence to RE & complete page 2 of 2
Inlet Location	Superchlorinated (Chlorine added for disinfection)	<b>TSW</b> (All Categories)	Sweep flow path (gutter, street, etc.)	<u>Total</u>	Chlorine	mg/L			0.1 mg/L= Exceedance		
Start	Large Volume (≥ 325,850 gal)	PUD (All Categories)	<b>Dechlorination</b> (diffusers, chemicals, etc.)	Reused (if any)					20 NTU=	H	7
Date: Time:	Well Dev/Rehab  (Not Typical)	Water Board (Large Volume Only)	Inlet Protection Erosion Controls		Turbidity	NTU			Exceedance 225 NTU= Exceedance for	H	]
<u>End</u>	Small Volume/Other (No Sampling Required)	County (≥100,000 gal & within 1/4	Sediment Controls			11			Ocean Range		
Date: Time:	(No Sampling Required)	mile of ocean/bay; or if enters the County's MS4)			pН	Unit			6.5 to 8.5		
			Eve	nt #2							
Discharge Locati	Catergory <sup>2</sup>	Notification <sup>3</sup>	BMPs in Place <sup>4</sup>	Volume <sup>5</sup>			(take samples at 10 mins, 50-60 mins & last 10 mins)		Exceedence <sup>7</sup>		Notes
8	(Select one)	(Select all that apply)	elect all that apply) (Select all that apply) (gal)	(gal)	Measure	Unit	Time	Result	Limit	No Y	Report exceedence to RE & complete page 2 of 2
Inlet Location	Superchlorinated (Chlorine added for disinfection)	<b>TSW</b> (All Categories)	Sweep flow path (gutter, street, etc.)	<u>Total</u>	Chlorine	mg/L			0.1 mg/L= Exceedance		
<u>Start</u>	Large Volume (≥ 325,850 gal)	PUD (All Categories)	<b>Dechlorination</b> (diffusers, chemicals, etc.)	Reused (if any)					20 NTU= Exceedance		]
Date:	Well Dev/Rehab	Water Board	Inlet Protection		Turbidity	NTU			225 NTU=		1 1
Time:	(Not Typical)	(Large Volume Only)	<b>Erosion Controls</b>						Exceedance for Ocean		
<u>End</u> Date: Time:	Small Volume/Other (No Sampling Required)	County (≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)	Sediment Controls		рН	Unit			Range 6.5 to 8.5		

Instructional Notes found on the Page 2 of 2

Public Works Department

Submit completed Form to RE

Construction Management & Field Services Division

PAGE 1 OF 2

# **Receiving Water Monitoring**

(Complete only if limits exceed on Page 1 of 2)

Event #1					
1) Go to the location where the discharge enters the receiving	g wa	ter.			
Accessible Unable to Determine No Safe Access					
2) If accessible, take photos and complete the visual monitori unable to determine, stop here. If no safe access, stop here.	ng b	elow	. If		
3) Visual Monitoring: Is the discharge into the receiving water	·				
causing erosion		Yes	No		
carrying floating or suspended matter		Yes	No		
causing discoloration		Yes	No		
causing and impact to the aquatic life present		Yes	No		
observed with visible film		Yes	No		
observed with an sheen or coating			No		
causing potential nuisance conditions		Yes	No		
3) If all answers are NO, stop here.					
4) If any answers are YES, Notify the RE immediately for furt	her	actio	n		
Event #2					
1) Go to the location where the discharge enters the receiving	g wa	ter.			
Accessible Unable to Determine No Safe Access					
2) If accessible, take photos and complete the visual monitori	ng b	elow	ı. If		
unable to determine, stop here. If no safe access, stop here.					
3) Visual Monitoring: Is the discharge into the receiving water	·				
causing erosion Yes					
carrying floating or suspended matter			No		
causing discoloration			No		
causing and impact to the aquatic life present			No		
observed with visible film			No		
observed with an sheen or coating			No		
causing potential nuisance conditions Yes			No		
3) If all answers are NO, stop here.					
4) If any answers are YES, Notify the RE immediately for furt	her	actio	n		

#### **Instructional Notes**

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
- 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
- **3)** Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

Contact	When to Notify	Email		
TSW	3 days prior to all discharges	SWPPP@SanDiego.gov		
PUD	3 days prior to all discharges	CompReports@SanDiego.gov		
FOD	a days prior to all discriarges	Rdavenport@SanDiego.gov		
San Diego	3 days prior to Large Volume	SanDiego@WaterBoards.ca.gov		
Water Board discharges		Ben.Neill@WaterBoards.ca.gov		
	3 days prior if 100,000 gal and	DEH: Joseph.Palmer@SDCounty.ca.gov		
County of	within 1/4 mile of ocean/bay	Dominique.Edwards@SDCounty.ca.gov		
San Diego 3 days prior if enter county MS4		WPP: Nicholas. De Valle@SDCounty.ca.gov		
	or unincorporated County	LUEG.Watersheds@sdcounty.ca.gov		

- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed or modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in the notes
- 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
- 6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency			
Superchlorinated	Chlorine, Turbidity, pH	first 10 min, 50-60 min, last 10 min			
Large Volume	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min			
Well Dev/Rehab	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min			
Small Volume/Other	None required	N/A			

7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit		
Chlorine	Field Measure	0.10 mg/L-Cl		
		20 NTU for inland waters		
Turbidity	Visual Estimate	225 NTU for ocean		
		100 NTU for wells		
рН	Field Meausre	6.5 - 8.5		

PAGE 2 OF 2 Public Works Department

Construction Management and Field Services Division

#### **APPENDIX I**

# **SAMPLE OF PUBLIC NOTICE**

# FOR SAMPLE REFERENCE ONLY





# **CONSTRUCTION NOTICE**

# **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





# CONSTRUCTION NOTICE

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**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

To contact the City of San Diego: SDD Public WorkS
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

# **APPENDIX J**

# ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

 Bay Ho Improv 2A (W)
 98 | Page

# **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. All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.

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:

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:

#### Photo 4



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

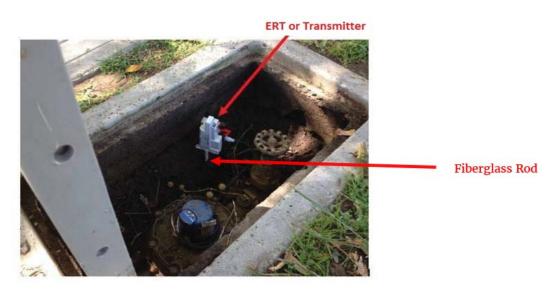
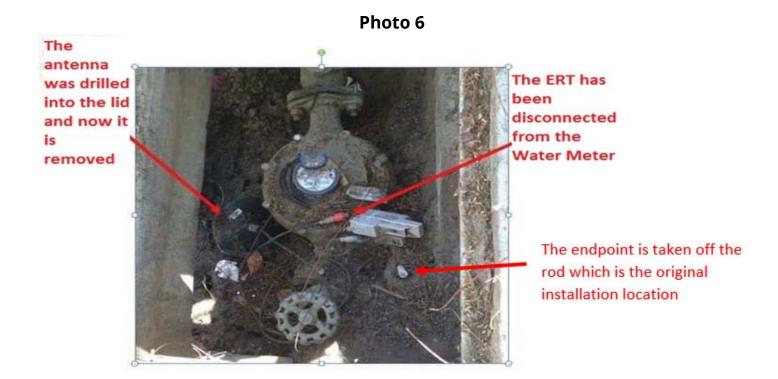


Photo 6 below is an example of disturbance that shall be avoided:



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 K**

#### **EXHIBIT DRAWINGS**

TABLE OF CONTENTS		
PAGE NO.	DESCRIPTION	
107	CONTRACTORS' NOTES	
109	CONSTRUCTION STANDARDS	
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123	WORK BY CITY FORCES	
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127	STREET RESURFACING	
129	SURVEY MONUMENT	
131	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.
- 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 MAINS, PLEASE CONTACT THE FOLLOWING

13.	TRANSMISSION IV	IAINS (16 INCHES	OR LARGER), - JE	SUS RAMOS (61	9)-527-7438

14. DISTRIBUTION MAINS (LESS THAN 16 INCHES), FREDDY PORTER (619)527-7539

15. WATER FACILITIES - GREG CROSS (619) 527-7460.

- 16. CUT & PLUG LOCATIONS TO BE DETERMINED ON SITE BY CONTRACTOR & RESIDENT ENGINEER
- 17. NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO ESCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E., 69 KV & HIGHER)
- 18. CONSTRUCTION STORM WATER PROTECTION NOTES
  - a. TOTAL SITE DISTURBANCE AREA- 0.54 (ACRES)
  - b. HYDROLOGIC UNIT/WATERSHED- San Diego/ Penasquitos/Mission Bay
  - c. HYDROLOGIC SUBAREA NAME & NO.- Miramar, 906.40
  - d. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE

 $\boxtimes$ WPCP

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

 $\square$ 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□

e. □CONSTUCTION SITE PRIORITY

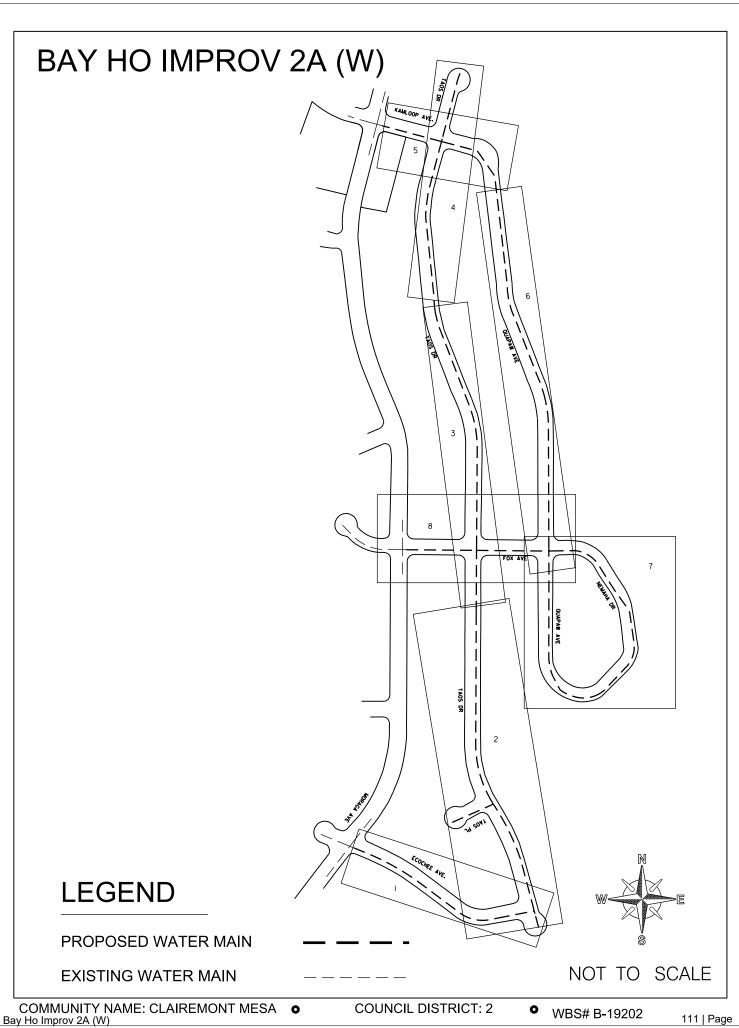
 $\square$  ASBS  $\square$  HIGH  $\square$  MEDIUM  $\boxtimes$  LOW

19. 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**

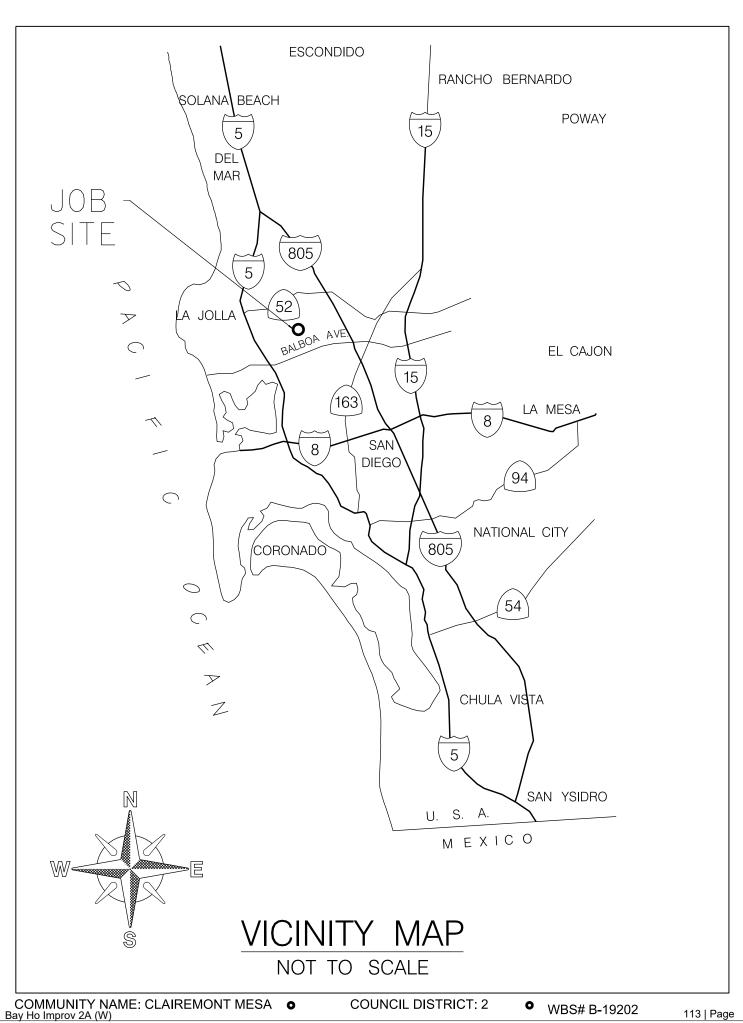
STANDARD DRAWINGS	<u>IMPROVEMENTS</u>	
SDG-107, SDG-108, FOR TRENCH RESURFACING	TRENCH RESURFACING	
FOR ASPHALT CONCRETE SURFACED STREETS,		
M-10C, M-10A, M-10B	SURVEY MONUMENT	
SDM-105, SDW-110, SDW-151, SDW-161	WATER MAIN & APPURTENANCES	
SDW-109, SDW-152, SDW-153, WV-05	VALVES WITH CAPS AND WELLS	
SDM-105, SDW-104, SDW-109,	6" FIRE HYDRANT ASSEMBLY	
SDW-152, SDW-153	& MARKER, 2-PORT UNLESS SPECIFIED AS 3-PORT	
	WATER SERVICE	
SDM-105, SDW-107, SDW-134,	WATER SERVICE	
SDW-135, SDW-136, SDW-137, SDW-138, SDW-149, SDW-150, WS-03		
SDM-105, SDW-109, SDW-118, SDW-152, SDW-153	FIRE SERVICE	
SDM-105, SDW-106, SDW-143, SDW-144,	BLOW-OFF ASSEMBLY	
SDW-145, SDW-146, WB-05		
SDM-105, SDW-117, SDW-158, SDW-160	AIR & VACUUM VALVE	
WP-03	CUTTING AND PLUGGING ABANDONED WATER MAIN	

# **KEY MAP**



Appendix K - Exhibit Drawings

# **VICINITY MAP**



Appendix K - Exhibit Drawings

# **SITE MAPS**

BY CITY FORCES
AHD OF CONTRACTOR
CUT & PLUG:
EX 8" AC WTR

RECONNECT AFTER NEW MAIN
(PHASE I) HAS BEEN ACCEPTED

(2)
BY CONTRACTOR
FURNISH & INSTALL
1-8"X 6"TEE (MJ, MJ, F)
1-6" FH ASSEMBLY & MARKER

(3)
BY CONTRACTOR
FURNISH & INSTALL
I - 8" X 6" TEE (MJ, MJ, F)
I - 6" FH ASSEMBLY & MARKER

BY CONTRACTOR
FURNISH & INSTALL

1- 8" X 6" TEE (MJ, MJ, F)
1- 6" FH ASSEMBLY & MARKER

BY CONTRACTOR
FURNISH & INSTALL

1- 8\* X 8\* TEE (F, MJ, F)
2 - 8\* GATE VALVES (MJ, F) BK, RT

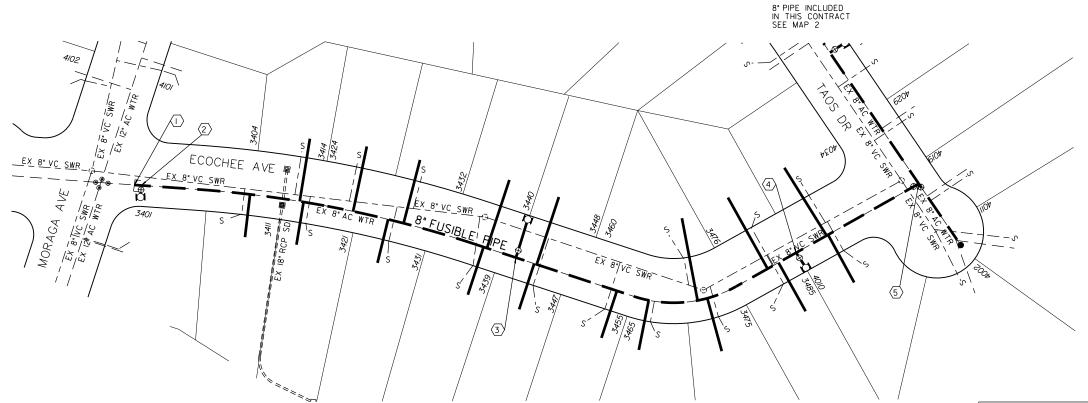
#### REFERENCE:

WATER: II662-L, II663-L
SEWER: II662-L, II663-L
STORM DRAIN: II662-L
GAS: I5750-II920,
ELECTRIC: I5750-II9120, I5757-II9120
CABLE TV: SEE TIME WARNER MAPS
TELEPHONE: C4, C5
IMPROVEMENTS: NONE
IOO' SCALE/FIELD BOOK: DI3S
HGL: 559

#### RETIREMENTS:

8" - AC - 738' - 1956 2 - FH - 6" -1956 I" SERVICE - 18 - COPPER - 1956

## PHASE I



CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING DUE TO LOW OVERHEAD UTILITY LINES.

#### CONTRACTOR'S NOTE

CONTRACTOR TO POTHOLE PRIOR
TO EXCAVATION TO ENSURE THAT
THERE IS AT LEAST A I'MINIMUM VERTICAL
SEPARATION BETWEEN WATER AND SEWER

#### LEGEND

 $\Box$ 

PROPOSED WATER PIPE
PROPOSED WATER VALVES
PROPOSED FIRE HYDRANTS
PROPOSED BLOWOFF
PROPOSED WATER SERVICES
EX. GATE VALVE
EX. WATER PIPE

EX. FIRE HYDRANT

--- EX. WATER SERVICES

-- EX. SEWER MAINS -- EX. SEWER LATERALS

o EX. MANHOLES

- SEWER PLUG

==: EX.STROM DRAIN PIPE

EX.STROM DRAIN OUTLET

EX. STORM DRAIN CLEANOUT

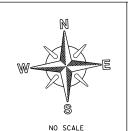
■ EX.STORM DRAIN INLET

CUT & PLUG

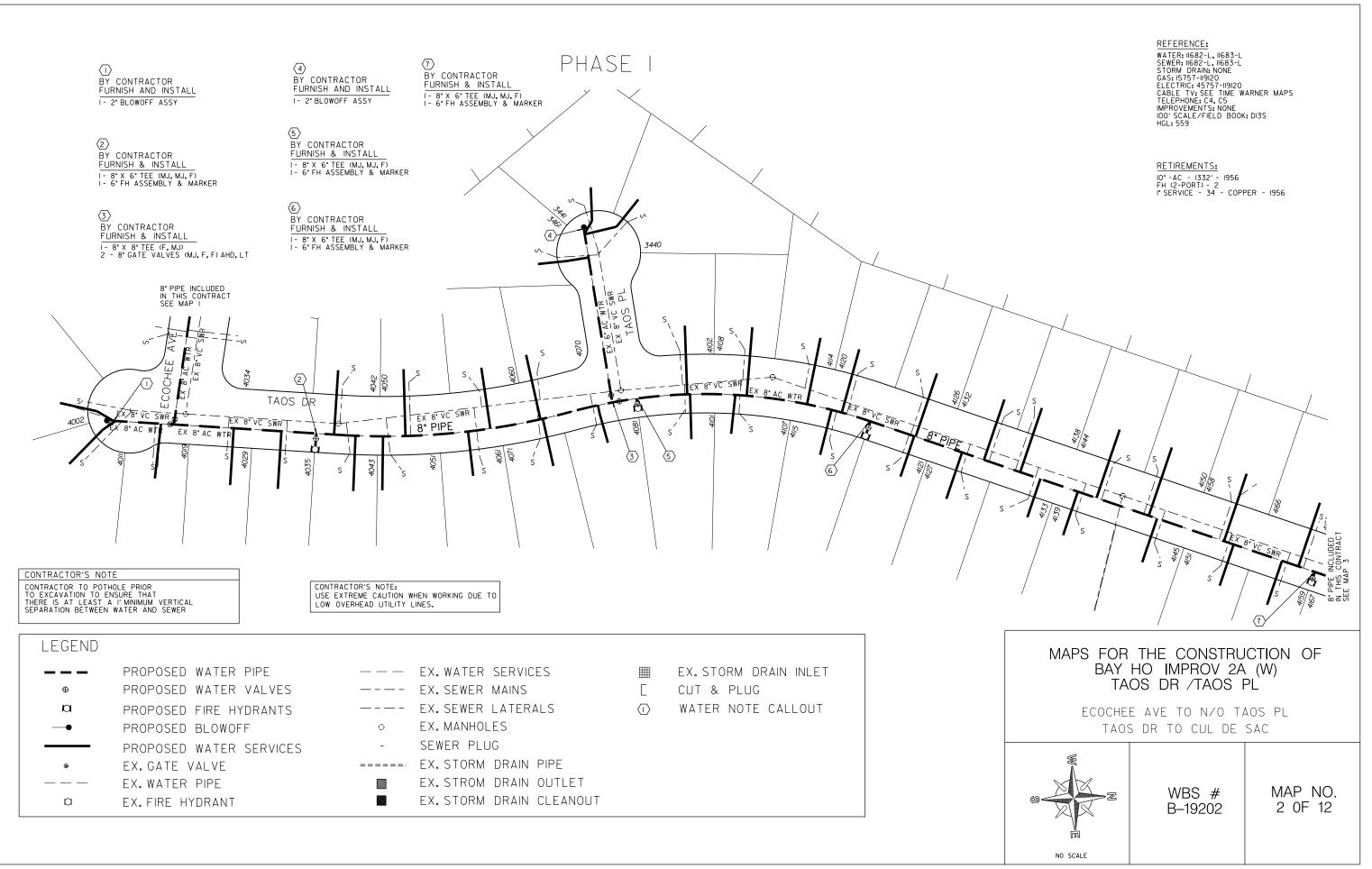
WATER NOTE CALLOUT

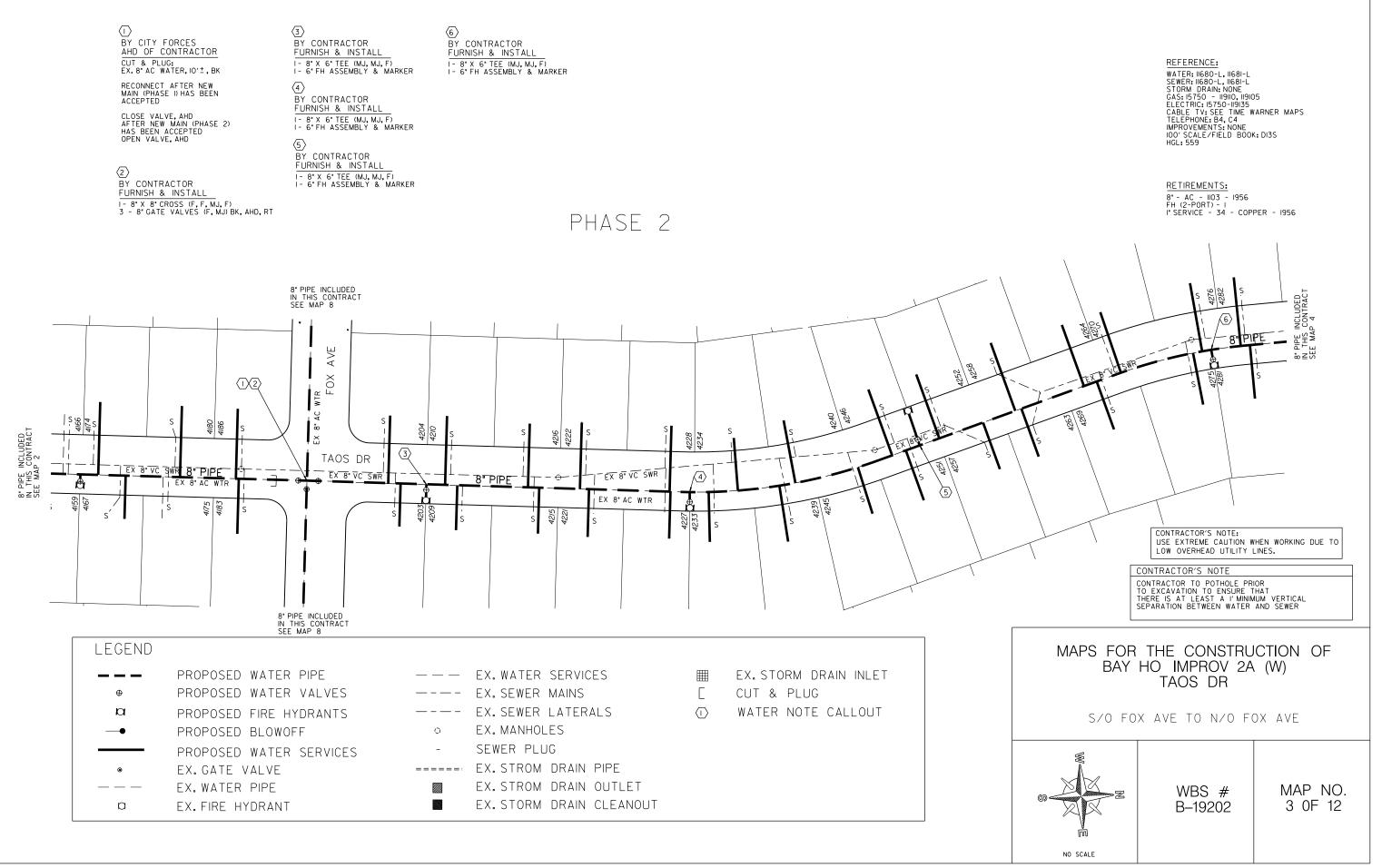
#### MAPS FOR THE CONSTRUCTION OF BAY HO IMPROV 2A (W) ECOCHEE AVE

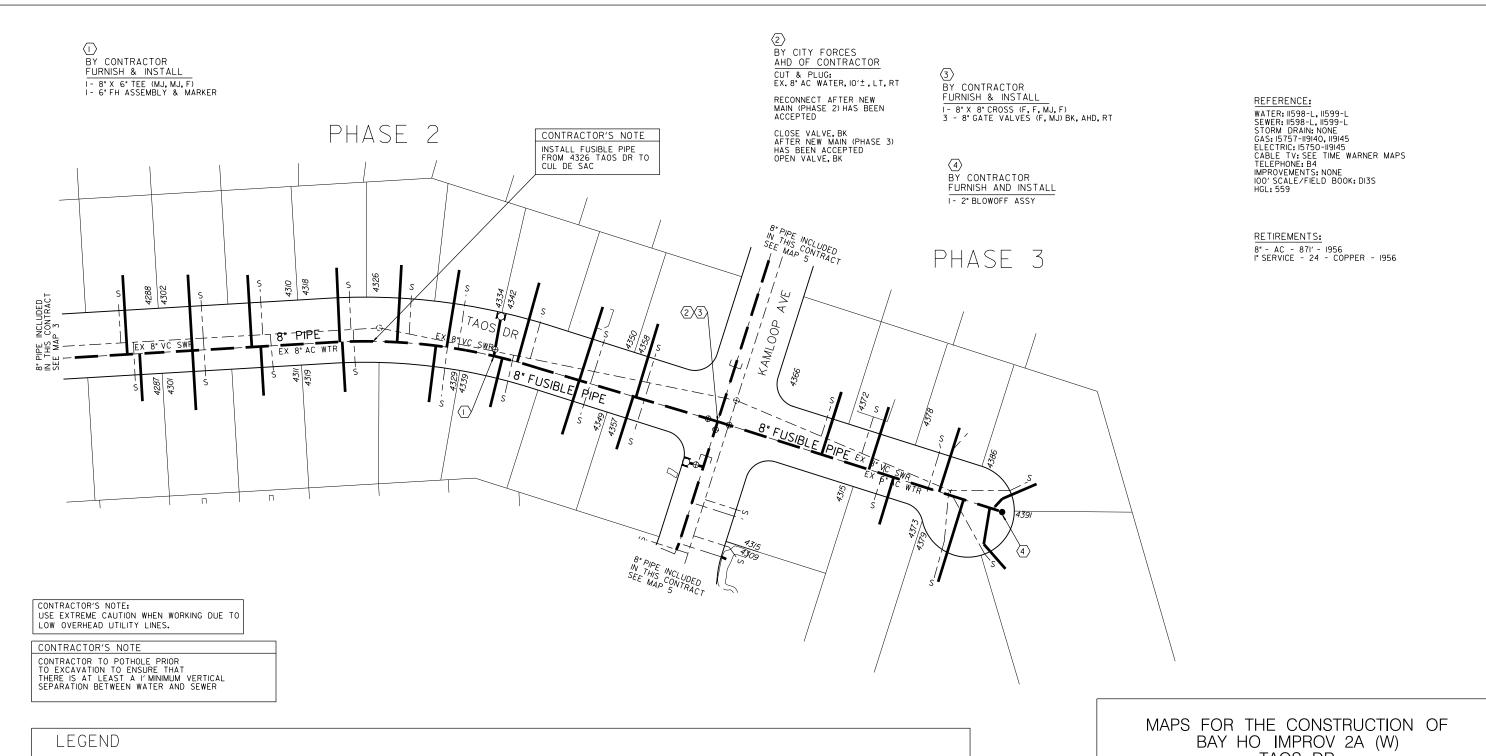
MORAGA AVE TO TAOS DR



WBS # B-19202 MAP NO. 1 0F 12



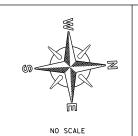




#### PROPOSED WATER PIPE EX. WATER SERVICES EX. STORM DRAIN INLET PROPOSED WATER VALVES EX. SEWER MAINS CUT & PLUG EX. SEWER LATERALS WATER NOTE CALLOUT $\mathbf{p}$ PROPOSED FIRE HYDRANTS EX. MANHOLES PROPOSED BLOWOFF SEWER PLUG PROPOSED WATER SERVICES EX. STROM DRAIN PIPE EX. GATE VALVE EX. STROM DRAIN OUTLET EX. WATER PIPE EX. STORM DRAIN CLEANOUT $\Box$ EX. FIRE HYDRANT

TAOS DR

N/O FOX AVE TO CUL DE SAC



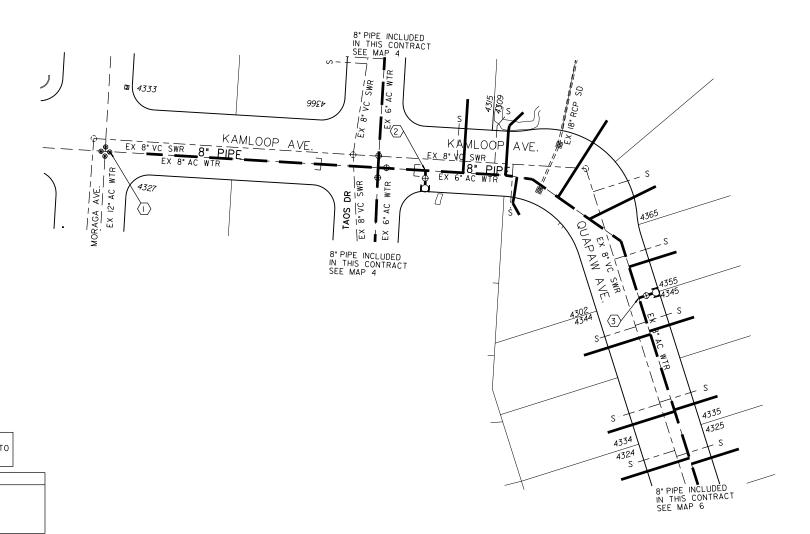
WBS # B-19202 MAP NO. 4 OF 12

BY CITY FORCES AHD OF CONTRACTOR CLOSE EX. 8" GATE VALVE AFTER NEW MAIN (PHASE 3) HAS BEEN ACEPTED

OPEN EX. 8" GATE VALVE

BY CONTRACTOR FURNISH & INSTALL I- 8" X 6" TEE (MJ, MJ, F) I- 6" FH ASSEMBLY & MARKER BY CONTRACTOR FURNISH & INSTALL I - 8" X 6" TEE (MJ, MJ, F) I - 6" FH ASSEMBLY & MARKER

## PHASE 3



CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING DUE TO LOW OVERHEAD UTILITY LINES.

#### CONTRACTOR'S NOTE

CONTRACTOR TO POTHOLE PRIOR TO EXCAVATION TO ENSURE THAT THERE IS AT LEAST A I'MINIMUM VERTICAL SEPARATION BETWEEN WATER AND SEWER

#### LEGEND PROPOSED WATER PIPE EX. WATER SERVICES EX. STORM DRAIN INLET PROPOSED WATER VALVES CUT & PLUG $\oplus$ EX. SEWER MAINS WATER NOTE CALLOUT EX. SEWER LATERALS PROPOSED FIRE HYDRANTS EX. MANHOLES PROPOSED BLOWOFF SEWER PLUG PROPOSED WATER SERVICES EX. STROM DRAIN PIPE EX. GATE VALVE EX. WATER PIPE EX. STROM DRAIN OUTLET EX. STORM DRAIN CLEANOUT $\Box$ EX. FIRE HYDRANT

#### REFERENCE:

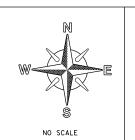
WATER: II599-L, II587-L, 38233-I3-D SEWER: II599-L, II587-L, 38233-I3-D STORM DRAIN: II587-L GAS: I5757-II9145 ELECTRIC: I5742-II9145, I575I-II9130, II9145 CABLE TV: SEE TIME WARNER MAPS TELEPHONE: B3, B4 IMPROVEMENTS: NONE IOO' SCALE/FIELD BOOK: DI3S HGL: 559

#### RETIREMENTS:

8" - AC - 239' - 1956 6" - AC - 270' - 1956 FH (2-PORT) - 1 I" SERVICE - 12 - COPPER - 1956

#### MAPS FOR THE CONSTRUCTION OF BAY HO IMPROV 2A (W) KAMLOOP AVE /QUAPAW AVE

MORAGA AVE TO QUAPAW AVE KAMLOOP AVE TO N/O FOX AVE.



WBS # B-19202 MAP NO. 5 OF 12



2 BY CONTRACTOR FURNISH & INSTALL I- 8" X 6" TEE (MJ, MJ, F)
I- 6" FH ASSEMBLY & MARKER

BY CONTRACTOR FURNISH & INSTALL I- 8" X 6" TEE (MJ, MJ, F)
I- 6" FH ASSEMBLY & MARKER

BY CONTRACTOR FURNISH & INSTALL I - 8" X 6" TEE (MJ, MJ, F) I - 6" FH ASSEMBLY & MARKER BY CITY FORCES AHD OF CONTRACTOR

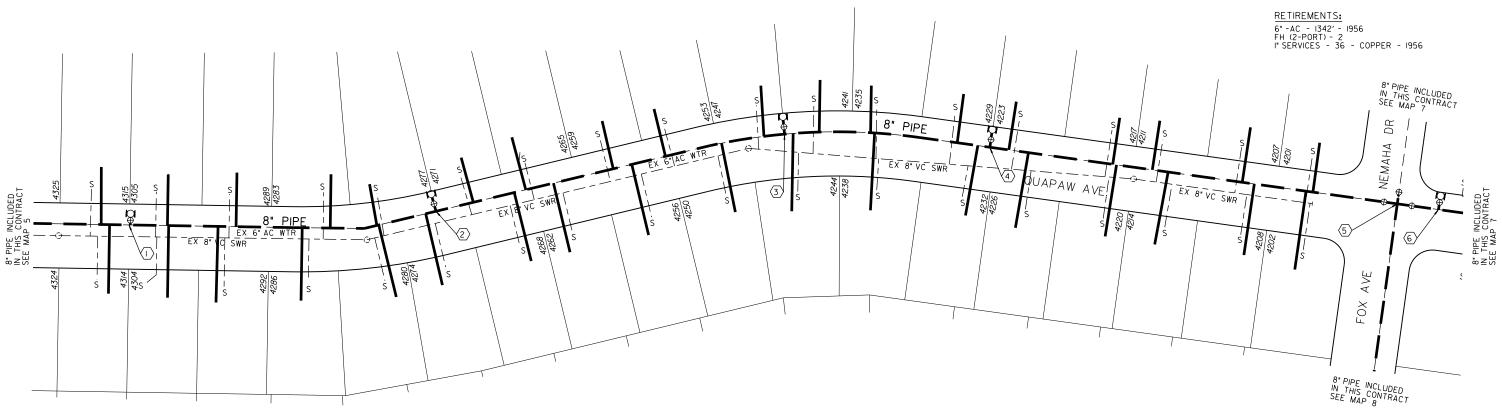
CUT IN: I- 8" X 8" CROSS (F, F, F, MJ) 3 - 8" GATE VALVES, (F, MJ) BK, AHD, LT RECONNECT AFTER NEW MAIN

(PHASE 3) HAS BEEN ACCEPTED

BY CONTRACTOR FURNISH & INSTALL I - 8" X 6" TEE (MJ, MJ, F) I - 6" FH ASSEMBLY & MARKER

PHASE 3

REFERENCE: WATER: II597-L, II676-L, II675-L SEWER: II597-L, II676-L, II675-L STORM DRAIN: NONE GAS: I5757-II913O, II9135, II9140 ELECTRIC: I5750-II9140 CABLE TV: SEE TIME WARNER MAPS TELEPHONE: B4 IMPROVEMENTS: NONE IOO' SCALE/FIELD BOOK: DI3S HGL: 559



CONTRACTOR'S NOTE

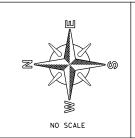
CONTRACTOR TO POTHOLE PRIOR TO EXCAVATION TO ENSURE THAT THERE IS AT LEAST A 1' MINIMUM VERTICAL SEPARATION BETWEEN WATER AND SEWER

CONTRACTOR'S NOTE: USE EXTREME CAUTION WHEN WORKING DUE TO LOW OVERHEAD UTILITY LINES.

#### LEGEND PROPOSED WATER PIPE EX. WATER SERVICES EX. STORM DRAIN INLET PROPOSED WATER VALVES CUT & PLUG EX. SEWER MAINS $\alpha$ EX. SEWER LATERALS WATER NOTE CALLOUT PROPOSED FIRE HYDRANTS PROPOSED BLOWOFF EX. MANHOLES SEWER PLUG PROPOSED WATER SERVICES EX. STROM DRAIN PIPE EX. GATE VALVE EX. STROM DRAIN OUTLET EX. WATER PIPE EX. STORM DRAIN CLEANOUT EX. FIRE HYDRANT

MAPS FOR THE CONSTRUCTION OF BAY HO IMPROV 2A (W) QUAPAW AVE

S/O KAMLOOP AVE TO FOX AVE



WBS # B-19202 MAP NO. 6 OF 12

BY CITY FORCES
AHD OF CONTRACTOR
CLOSE VALVE, BK

AFTER NEW MAIN (PHASE 4) HAS BEEN ACCEPTED

OPEN VALVE, BK

BY CONTRACTOR
FURNISH & INSTALL

1-8' X 6" TEE (F, MJ, F)
1-6" FH ASSEMBLY & MARKER
1-8" GATE VALVE, BK

BY CONTRACTOR
FURNISH & INSTALL

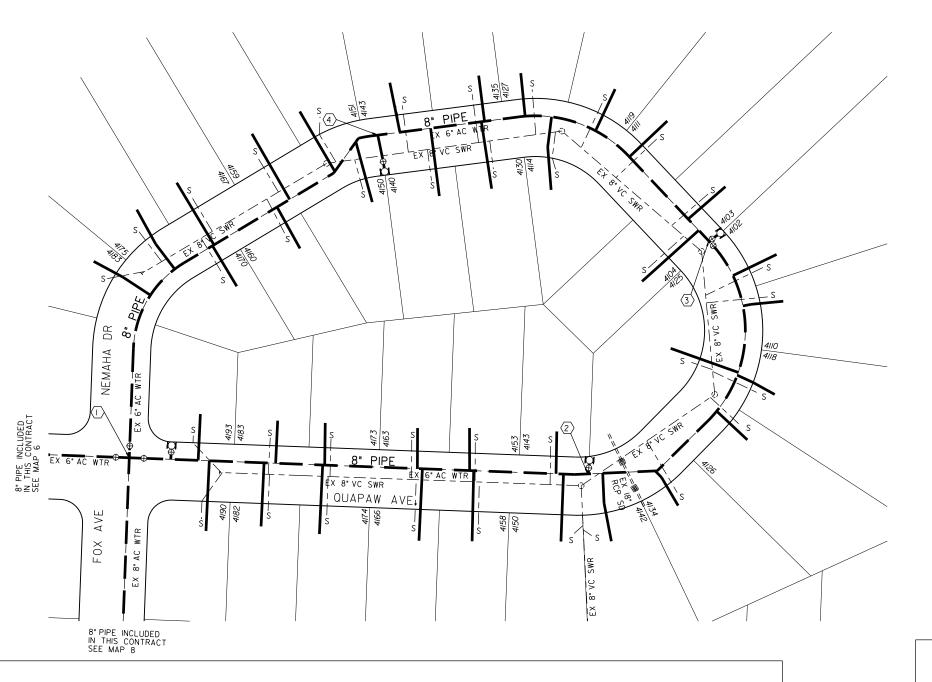
- 8" X 6" TEE (MJ, MJ, F)

- 6" FH ASSEMBLY & MARKER

(4)
BY CONTRACTOR
FURNISH & INSTALL

1-8°X 6° TEE (MJ, MJ, F)
1-6°FH ASSEMBLY & MARKER

# PHASE 4



REFERENCE:
WATER: II684-I
SEWER: II684-I
STORM DRAIN: none
GAS: I5750 - II9120
ELECTRIC: NONE
CABLE TV: NONE
TELEPHONE: NONE
IMPROVEMENTS: NONE
IMPROVEMENTS: NONE
IOO' SCALE/FIELD BOOK: DI3S
HGL: 559

RETIREMENTS: 6"-AC - 1395' - 1956 FH (2-PORT)- 2 1" SERVICES - 37 - COPPER - 1956

CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING DUE TO
LOW OVERHEAD UTILITY LINES.

#### CONTRACTOR'S NOTE

CONTRACTOR TO POTHOLE PRIOR TO EXCAVATION TO ENSURE THAT THERE IS AT LEAST A I'MINIMUM VERTICAL SEPARATION BETWEEN WATER AND SEWER

#### LEGEND

PROPOSED WATER PIPE

PROPOSED WATER VALVES

PROPOSED FIRE HYDRANTS

PROPOSED FIRE HYDRANTS
PROPOSED BLOWOFF

PROPOSED WATER SERVICES

● EX. GATE VALVE
-- EX. WATER PIPE

a EX. FIRE HYDRANT

--- EX.WATER SERVICES

-- EX. SEWER MAINS

--- EX.SEWER LATERALS

o EX. MANHOLES

- SEWER PLUG

EX.STROM DRAIN PIPE

EX.STROM DRAIN OUTLET

EX.STORM DRAIN CLEANOUT

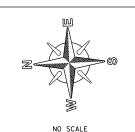
₩ EX.STORM DRAIN INLET

CUT & PLUG

WATER NOTE CALLOUT

#### MAPS FOR THE CONSTRUCTION OF BAY HO IMPROV 2A (W) QUAPAW AVE /NEMAHA DR

FOX AVE TO NEMAHA DR/ FOX AVE TO QUAPAW AVE



WBS # B-19202 MAP NO. 7 0F 12 BY CITY FORCES AHD OF CONTRACTOR CUT & PLUG: EX 8" AC WTR RECONNECT AFTER NEW MAIN (PHASE 4) HAS BEEN ACCEPTED

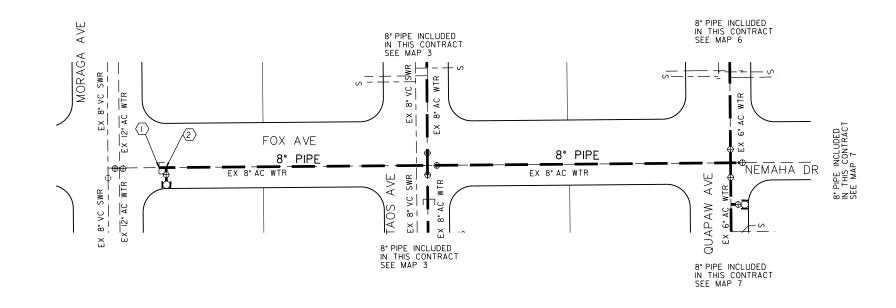
BY CONTRACTOR FURNISH & INSTALL I - 8" X 6" TEE (MJ, MJ, F) I - 6" FH ASSEMBLY & MARKER

PHASE 4

REFERENCE: WATER: IIG65-L
SEWER: IIG65-L
STORM DRAIN: NONE
GAS: I5757-I9I3O
CLECTRIC: I5750-I9I3O
CABLE TV: SEE TIME WARNER MAPS
TELEPHONE: B4, C4
IMPROVEMENTS: NONE
IOO' SCALE/FIELD BOOK: DI3S
HGL: 559

RETIREMENTS:

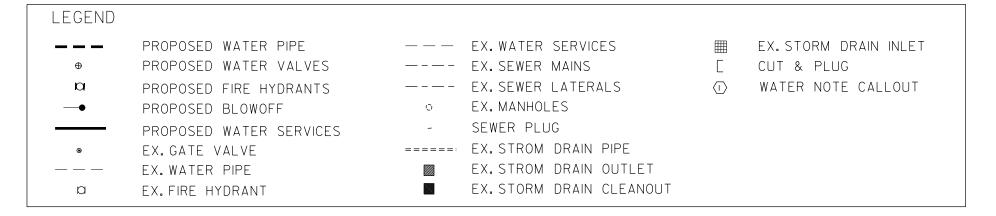
8" - AC - 524' - 1956 FH (2-PORT) - 1



CONTRACTOR'S NOTE: USE EXTREME CAUTION WHEN WORKING DUE TO LOW OVERHEAD UTILITY LINES.

CONTRACTOR'S NOTE

CONTRACTOR TO POTHOLE PRIOR TO EXCAVATION TO ENSURE THAT THERE IS AT LEAST A ! "MINIMUM VERTICAL SEPARATION BETWEEN WATER AND SEWER



MAPS FOR THE CONSTRUCTION OF BAY HO IMPROV 2A (W) FOX AVE

MORAGA AVE TO QUAPAW AVE



WBS # B-19202 MAP NO. 8 OF 12

**WORK BY CITY FORCES** 

# WORK BY CITY FORCES

PHASE 2

PHASE 3

#### LEGEND

EXISTING WATER MAIN

---- PRESSURE ZONE BOUNDARY - PROPOSED WATER MAIN

D FIRE HYDRANT TO REMAIN IN SERVICE DURING CONSTRUCTION

☐ FIRE HYDRANT TO BE REPLACED



CITY FORCES NOTE NUMBER (THIS SHEET)

CITY FORCES NOTE NUMBER (PLAN & PROFILE SHT.)

PLAN & PROFILE "D" SHEET NUMBER

BC --- BEFORE CONTRACTOR

AC --- AFTER CONTRACTOR

#### WORK BY CITY FORCES

BC - TEE/CROSS CUT-IN, OPEN/CLOSE VALVE(S) AC - RECONNECT. OPEN VALVE(S)

BC - CUT & PLUG AC - RECONNECT

BC - CUT AND ABANDON

AC - WET TAP

BC - CLOSE EX. VALVE (REPLACE IF NEEDED) AC - OPEN EX. VALVE

AREA TO BE HIGHLINED IN PHASES

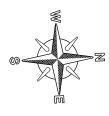
PHASE I

PHASE 2

PHASE 4

PHASE 3

MAPS FOR THE CONSTRUCTION OF BAY HO IMPROV 2A (W) WORK BY CITY FORCES



WBS # B-19202

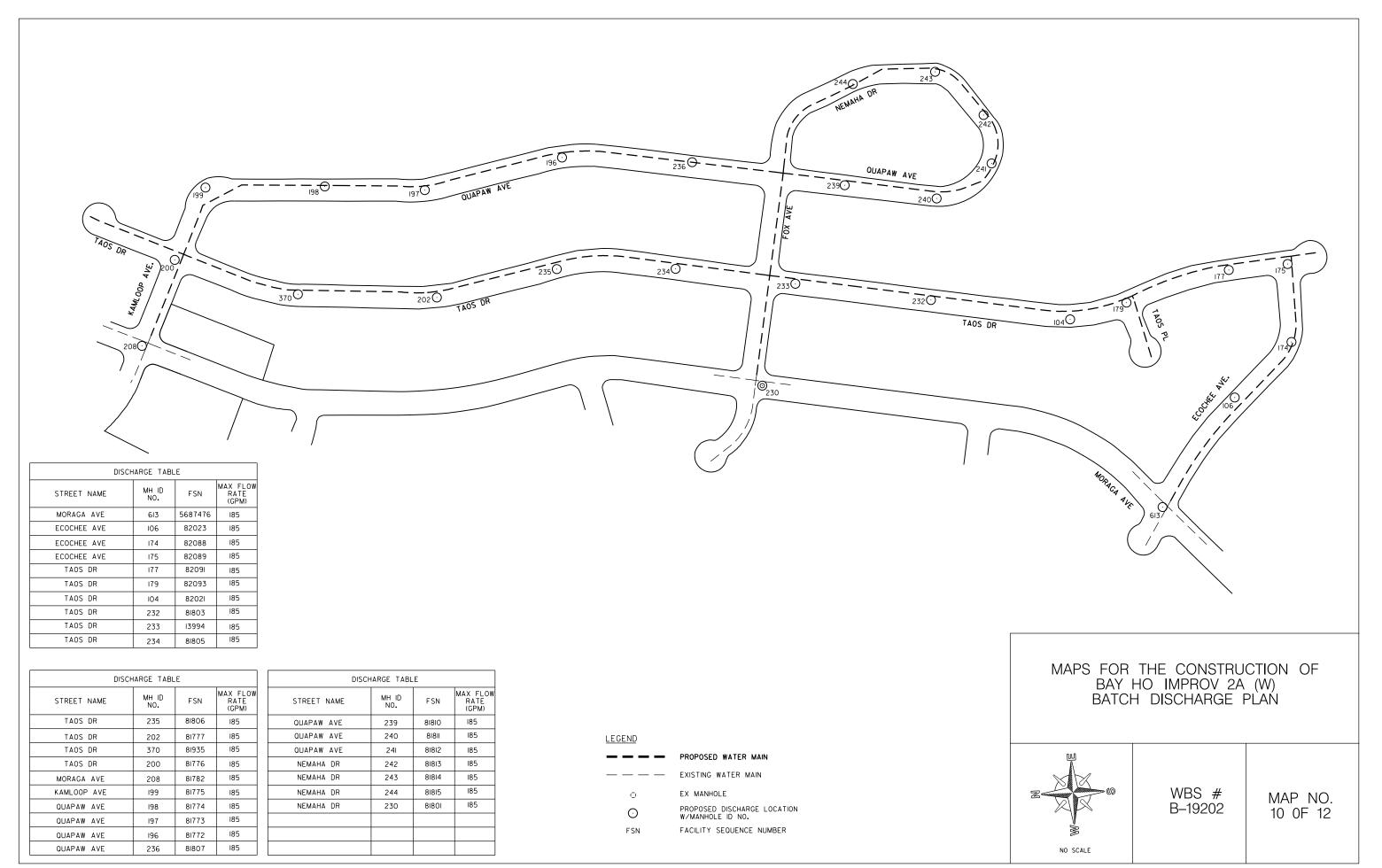
MAP NO. 9 OF 12

PHASE I

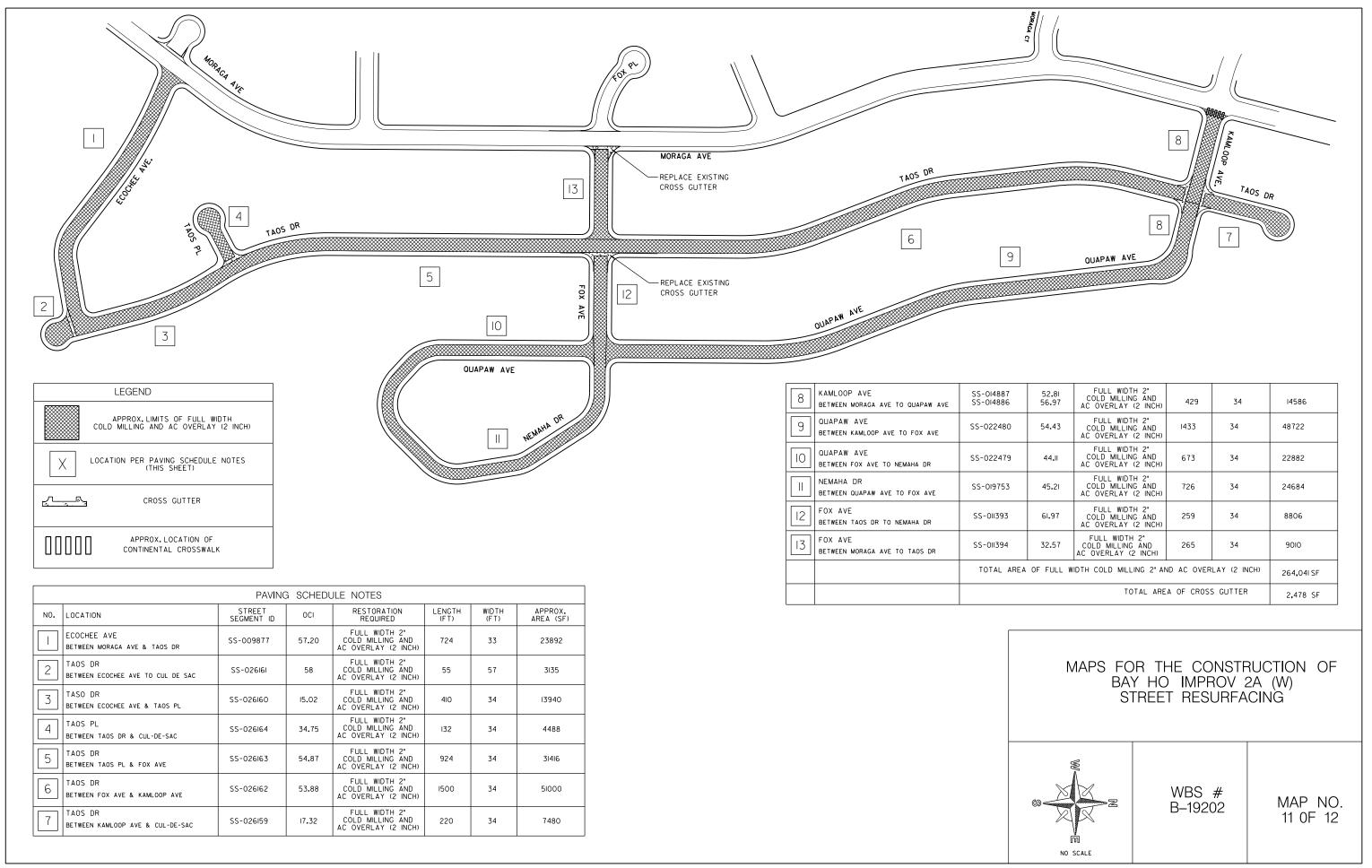
TAOS DR

PHASE 4

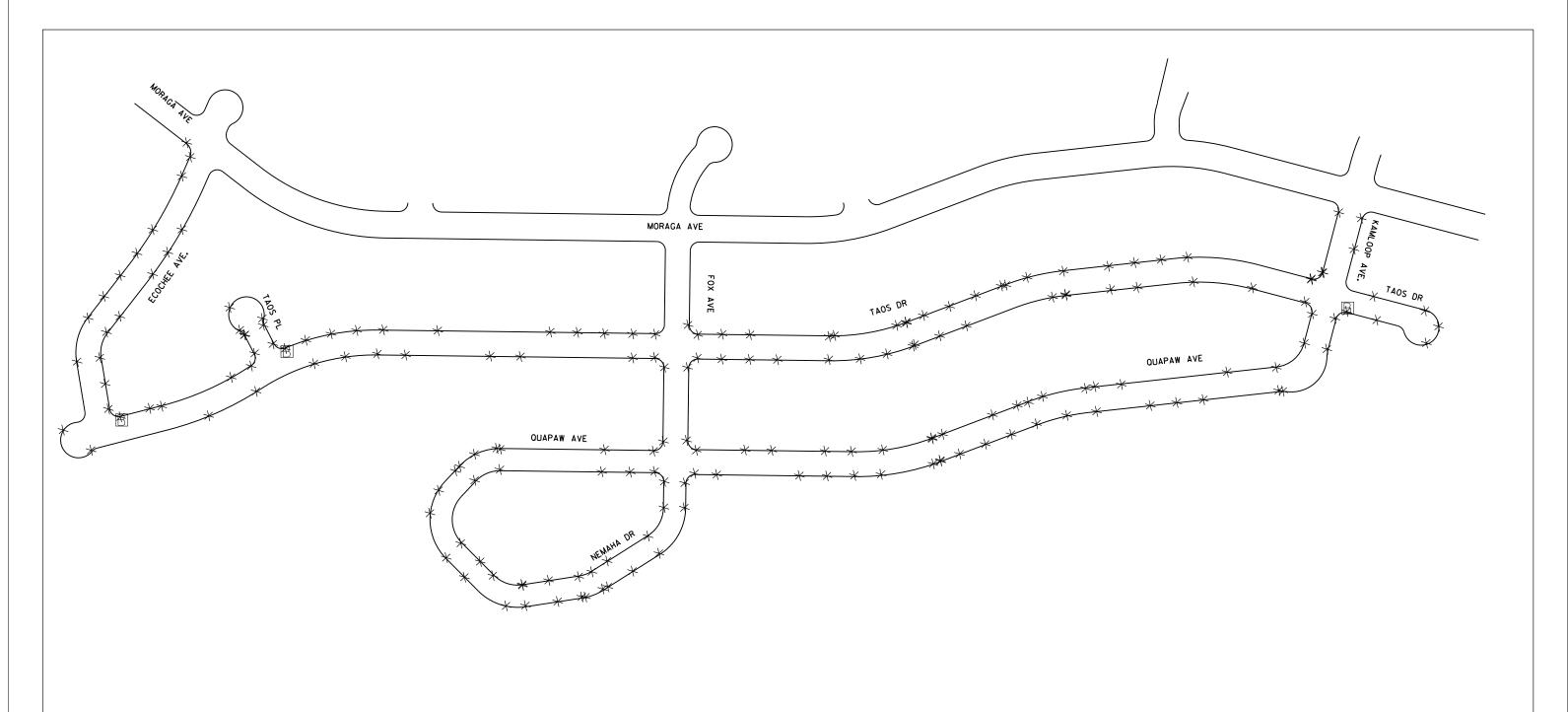
# CHLORINATION DISCHARGE LOCATIONS



**STREET RESURFACING** 



**SURVEY MONUMENTS** 



#### MONUMENTATION / SURVEY NOTES

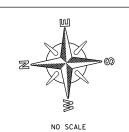
THIS MAP WAS CREATED FROM A PARCEL LAYER AND DOES NOT DEPICT THE ACTUAL LOCATION OF THE PROPERTY LINES. NO BOUNDARY ANALYSIS WAS PERFORMED. THE SURVEY MONUMENTS HAVE BEEN LOCATED BY SURVEY GRADE MEASUREMENTS, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY

THE CITY OF SAN DIEGO LAND SURVEYORS SHALL REPLACE SUCH MONUMENTS 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 FILED WITH THE COUNTY SURVEYOR.

IF ANY HORIZONTAL OR VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ANY HORIZONTAL CONTROL AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION IF THE CITY OF SAN DIEGO SURVEY SECTION IS NOT NOTIFIED PRIOR TO CONSTRUCTION. THE FILING OF A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE SHALL BE FILED WITH COUNTY SURVEYOR. A COPY OF THE FILED DOCUMENT SHALL BE FURNISHED TO THE CITY OF SAN DIEGO SURVEY SECTION.

# LEGEND \*\* LOCATION OF EXISTING SURVEY MONUMENT \*\* LOCATION OF EXISTING M-IO \*\* LOCATION OF SURVEY BENCH MARK \*\* LOCATION OF FOUND GPS POINT \*\* LOCATION OF FOUND EVIDENCE OF MONUMENT \*\* MAP NUMBER

MAPS FOR THE CONSTRUCTION OF BAY HO IMPROV 2A (W) SURVEY MONUMENT SHEET



WBS # B-19202 MAP NO. 12 0F 12

#### **REFERENCE AS-BUILTS**

Refer to filecloud link below:

https://filecloud.sandiego.gov/url/8svxywsmmyeus5sa

#### **ATTACHMENT F**

#### **RESERVED**

#### **ATTACHMENT G**

#### **CONTRACT AGREEMENT**

#### **CONTRACT AGREEMENT**

#### CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and \_\_\_\_\_\_ Ortiz Corporation \_\_\_\_\_\_ herein called "Contractor" for construction of Bay Ho Improv 2A (W); Bid No. K-20-1906-DBB-3; in the amount of \_\_\_\_\_\_ Three Million Three Hundred Seventeen Thousand Forty One Dollars and Fifty Cents (\$3,317,041.50), which is comprised of the Base Bid plus Additive Alternates A and C and minus Deductive Alternate B, consisting of an amount not to exceed \$728,590.00 for Phase I and \$2,588,451.50 for Phase II.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Phased Funding Schedule Agreement.
  - (e) That certain documents entitled **Bay Ho Improv 2A (W)**, on file in the office of the Public Works Department as Document No. **B-19202**, as well as all matters referenced therein.
- The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner Bay Ho Improv 2A (W), Bid Number K-20-1906-DBB-3, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

#### **CONTRACT AGREEMENT (continued)**

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM
Print Name: Stephen Samara Principal Contract Specialist Public Works Department	Mara W. Elliott, City Attorney  By Los Dans from Print Name: Pedro Dalara Tr.  Deputy City Attorney
Date:5/4/2020	Date: 5/16/20
CONTRACTOR  By Marceline & Orlig	
Print Name: Marcelino Ortiz  Title: President	
Date: 4-15-2020	
City of San Diego License No.: <u>B1996008117</u>	
State Contractor's License No.: 602454	
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) RE	GISTRATION NUMBER: 1000001045

#### **CERTIFICATIONS AND FORMS**

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

#### **BIDDER'S GENERAL INFORMATION**

#### To the City of San Diego:

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

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

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

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, 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 5-1.3, "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.

Bay Ho Improv 2A (W) 139 | Page

#### **CONTRACTOR CERTIFICATION**

#### AMERICANS 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 Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans 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.

Bay Ho Improv 2A (W) 140 | Page

#### **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 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

Bay Ho Improv 2A (W) 141 | Page

#### **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.

Bay Ho Improv 2A (W) 142 | Page

#### **CONTRACTOR CERTIFICATION**

#### **EQUAL PAY ORDINANCE CERTIFICATION**

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

Bay Ho Improv 2A (W) 143 | Page

#### **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 execute	DAY OF d a contract with the City o	f San Diego, a municipal	corporation, for	:
	Bay Ho	Improv 2A (W)		
	(Pi	roject Title)		
<b>B-19202</b> ; and <b>WHEREAS</b> , debris, and surplus mater	I in said contract and ide the specification of said cor rials resulting from this proj ompleted and all surplus m	ntract requires the Contr lect have been disposed	actor to affirm th	nat "all brush, trash,
terms of said contract, th	nsideration of the final pay e undersigned Contractor, disposed of at the following	does hereby affirm that	_	
and that they have been	disposed of according to al	l applicable laws and reg	gulations.	
Dated this	DAY OF	,	·	
Ву:				
Contract				
ATTEST:				
State of	County of		_	
	_ DAY OF, 2			
	ommissioned and sworn, po			
whose name is subscribe	d thereto, and acknowledg	ed to me that said Contr	actor executed t	he said Release.
Notary Public in and for s	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 Improvvement, 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 - Section 3-2, "SELF-PERFORMANCE", 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	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:							
Name:							

•	7.5 appropriate, Blader Shair identity Subcontractor as one	of the following and sin	an include a valid proof of certification (except for OBE, SEBE and E	
	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		

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):

by:		
CITY	State of California Department of Transportation	CALTRANS
CPUC		
CADoGS	City of Los Angeles	LA
CA	U.S. Small Business Administration	SBA
	CITY CPUC	CITY State of California Department of Transportation CPUC CADoGS City of Los Angeles

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

(1)

#### 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®	WHERE CERTIFIED ②
Name:						
Address:						
City:						
State:						
Zip:						
Phone:						
Email:						
Name:						
Address:						
City:						
State:						
Zip:						
Phone:						
Email:						
As appropriate, Bidder shall identify Vendo					for OBE, SLBE and ELBE):	MDE
Certified Minority Business Enterprise				siness Enterprise	- wi	WBE
Certified Disadvantaged Business Enterp	rise DE OF			eteran Business Enterp		DVBE ELBE
Other Business Enterprise Certified Small Local Business Enterprise	-		Disadvantage	ocal Business Enterpri	150	SDB
Woman-Owned Small Business			one Business	מ בייוונים	н	JBZone
Service-Disabled Veteran Owned Small B		OSB	one business		110	502011C
② As appropriate, Bidder shall indicate if Vend	dor/Supplier is certified by:					

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

City of Los Angeles

CITY

CA

CPUC

CADoGS

State of California Department of Transportation

U.S. Small Business Administration

California Public Utilities Commission

State of California's Department of General Services

City of San Diego

State of California

**CALTRANS** 

LA

SBA

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

#### \*\*\* 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@	CHECK IF JOINT VENTURE PARTNERSHIP
	Name:							
	Address:							
	City:							
	State:							
	Phone:							
	Email:							
	Name:							
	Address:							
	City:							
	State:							
	Zip:Phone:							
	Email:							
	ropriate, Bidder shall identify Subcontractor as one c	of the following and				r OBE, SLBE and EL	BE):	
	fied Minority Business Enterprise	MBE			ess Enterprise		WBE	
	fied Disadvantaged Business Enterprise	DBE			ran Business Enterp		DVBE	
Othe	r Rusiness Enternrise	OBF	Certified Fr	merging Loc.	al Rusiness Enternri	22	FIRE	

Certified Emerging Local Business Enterprise Other Business Enterprise OBE ELBE Small Disadvantaged Business Certified Small Local Business Enterprise SLBE SDB Woman-Owned Small Business WoSB **HUBZone Business** HUBZone Service-Disabled Veteran Owned Small Business SDVOSB 2 As appropriate, Bidder shall indicate if Subcontractor is certified by: City of San Diego CITY State of California Department of Transportation **CALTRANS** California Public Utilities Commission CPUC 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.

#### **ELECTRONICALLY SUBMITTED FORMS**

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

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

- A. BID BOND See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions
- **B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- C. LIST OF SUBCONTRACTORS FOR ALTERNATE ITEMS
- D. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
- **E. DEBARMENT AND SUSPENSION CERTIFICATION**

Bids will not be accepted until ALL the above-named 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,
ThatOrtiz Corporation as Principal,
and SureTec Insurance Company as Surety, are held
and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum
of 10% OF THE TOTAL BID AMOUNT 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
Bay Ho Improv 2A (W) K-20-1906-DBB-3
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.
SIGNED AND SEALED, thisday ofJanuary, 20_20_
Ortiz Corporation (SEAL) SureTec Insurance CompanyEAL)
(Principal) (Surety)
By: Marulin Corling  (Signature)  Bart Stewart- Attorney-in-Fact
(SEAL AND NOTABIAL ACKNOWLEDGEMENT OF SUBETY)

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### SureTec Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

**Bart Stewart** 

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on

behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1000)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 17th day of October, A.D. 2018.

SURETEC INSURANCE COMPANY

State of Texas

S

County of Harris

On this 17th day of October, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he recides in Houston, Teyes, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above

On this 17th day of October, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duty sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

XENIA CHAVEZ

Notary Public, State of Texas

Comm. Expires 09-10-2020

Notary ID 129117859

Xenia Chavez, Notary Public

John Knox Jr., CE

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this

M. Brent Beaty, Assistant Secretar

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

Otata of Oalifamia	
State of California	}
County of San Diego	. }
On 1/7/2020 before me,	Erin Elyse Haugh, Notary Public  (Here insert name and title of the officer)
personally appeared Bart Stewart who proved to me on the basis of satisf name(s)(s)are subscribed to the within ne she/they executed the same in (nis/h	factory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal.  Notary Public Signature (No.	ERIN ELYSE HAUGH Commission No. 2227679 NOTARY PUBLIC - CALIFORNIA P SAN DIEGO COUNTY Commission Expires January 6, 2022  otary Public Seal)
· · · · · · · · · · · · · · · · · · ·	outy Fabile Coun
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	<ul> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> </ul>
Number of Pages Document Date	<ul> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of</li> </ul>
	notarization.
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s)	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> <li>The notary scal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, ré-seal if a sufficient area permits, otherwise complete a different acknowledgment form.</li> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> </ul>
Other	Indicate title or type of attached document, number of pages and date.      Indicate the capacity claimed by the signer. If the claimed capacity is a

corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

· Securely attach this document to the signed document with a staple.

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

#### California All-Purpose Certificate of Acknowledgment A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California On San Diego On San. 69. 2020 before me, Gyuin Choi, Notary public Name of Notary Public Name of Other E. Other Name of Choner (1) County of San Diego Name of Signer (2) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. GYUIN CHOI COMM. # 2160366 WITNESS my hand and official seal. NOTARY PUBLIC . CALIFORNIA SAN DIEGO COUNTY Comm. Exp. AUG. 16, 2020 OPTIONAL INFORMATION -Although the information in this section is not required by law, it could provent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document, Description of Attached Document Additional Information The preceding Certificate of Acknowledgment is attached to a Method of Signer Identification Proved to me on the basis of satisfactory evidence: form(s) of identification credible witness(es) Notarial event is detailed in notary journal on: Page # Entry # The signer(s) capacity or authority is/are as: ☐ Individual(s) ☐ Midmey Fiscitory hand and official seal. Notary contact: Corporate Officer(s) Other Additional Signer Signer(s) Thumbprints(s) ☐ Guardian/Conservator Partner - Limited/General Trustee(s)

AMMINON ENTAGENOMEDIGMENT ACKNOWLEDGMENT ACKNOWLEDG

Ostit Corporation

Other:

representing:

#### **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.

Æ	a complaint		legal administi	rative proce	has NOT been the subject of eding alleging that Bidder appliers.
	complaint o discriminated	r pending action in a le d against its employees, sub olution of that complaint, i	egal administra ocontractors, ve	ative procee endors or su	er has been the subject of a eding alleging that Bidder ppliers. A description of the on taken and the applicable
ATE OF	Location	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
tractor Na	me: Orto	2 Corpora	tion		
ified By		ose Ortiz		Title Ope	crations Manager

**USE ADDITIONAL FORMS AS NECESSARY** 

#### SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

#### \*\*\* FOR USE WHEN LISTING SUBCONTRACTORS ON ALTERNATES \*\*\*

(Use Additional Sheets As Needed)

ADDITIVE/DEDUCTIVE ALTERNATE	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR 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:	*							
	Address: State:		/						
	City: State:								
	Zip: Phone:		1/1/		/				
	Email:	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	VH						
		14							
	Name:	/							
	Address: State:	5							
	City: State:								
	Zip: Phone:								
	Email:								
	Name:	/	1						
	Address:								
	Address:State:								
	Zip: Phone:	s <b> </b>							
	Email:								
As appropri	riate, Bidder shall identify Subcontractor as on of the following and sh	all include a valid pre-	of of cartification (over	nt for ODE CLDE	ELDE).				
Certified	d Minority Business Enterprise	MBE		Woman Business Ent				WBE	
	d Disadvantaged Business Enterprise usiness Enterprise	DBE		Disabled Veteran Bus		•		DVBE	
	d Small Local Business Enterprise	OBE SL <b>BE</b>		Emerging Local Busin advantaged Business	,			ELBE SDB	
	-Owned Small Business	WoSB		Business				HUBZone	
	Disabled Veteran Owned Small Business	SDVOSB							
	rlate, Bidder shall indicate if Subcontractor is certified by: ian Diego	CITY	St						
	ia Public Utilities Commission	CITY CPUC	State of C	alifornia Department	or ⊤ransportati	on		CALTRANS	
State of	California's Department of General Services	CADoGS	City of Lo	s Angeles				LA	
State 🔑	California	CA	,	l Business Administra	ation			SBA	

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

#### **Mandatory Disclosure of Business Interests Form**

#### **BIDDER/PROPOSER INFORMATION**

Legal Name	( -	· 1			DBA			
- UNITE	CON	porati	51					
Street Address	uchini	er Aue	City	mal C	State	Ca	Zip 91950	
Contact Person,	Title fiz	cerations.	Phone Manager L	e19-434	Fax -7 <b>975</b>	619.	-434-793/	,

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103).

- \* The precise nature of the interest includes:
- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied,
   and
- any philanthropic, scientific, artistic, or property interest in the transaction.
- \*\* Directly or indirectly involved means pursuing the transaction by:
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name Jose Ontiz	Title/Position Operations	Manager / Estimator
City and State of Residence	Employer (if different than Bidder/Pro	poser)
Interest in the transaction Estim	ator	
Name Maralino Ortiz	Title/Position	
City and State of Residence Chula Visa Ca Interest in the transaction	Employer (if different than Bidder/Pro	poser)
Interest in the transaction		

#### \* Use Additional Pages if Necessary \*

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination

Tose Ortiz Operatione Manager

Print Name, Title

Signature

1/9/20

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

Bay Ho Improv 2A (W)
Mandatory Disclosure of Business Interests Form (Rev. Sep. 2019)

#### **DEBARMENT AND SUSPENSION CERTIFICATION**

#### **EFFECT OF DEBARMENT OR SUSPENSION**

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): Bidders and contractors who have been debarred or suspended are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving contract awards, executing contracts, participating as a subcontractor, employee, agent or representative of another person contracting with the City.

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 Names of the Principal Individual owner(s)

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

NAME	TITLE
Marcelino Ortiz	President
Teresa Ontiz	Secretary.
Ariala Barahert	Vice frestolent

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

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal,
   State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name:\_\_\_\_

Certified By

Name

If there are any exceptions to this certification, insert the exceptions in the following space.

Date

Signature

**NOTE**: Providing false information may result in criminal prosecution or administrative sanctions.

#### Names of the Principal individual owner(s)

#### FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Plea	se indicate if principal owner is servin	g in the capa	city of <b>subcontracto</b>	r, <b>supplier,</b> and/or	manufacturer:				
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER				
	NAME Cook + Schmidt, 740 13th St., Suit Son Diego, CA 9210 Torothan Smith,	c 502	Comm	TITLE	Constructor				
×	SUBCONTRACTOR		SUPPLIER		MANUFACTURER				
	Payners specialties T 120 N. Second Ave. Chula VII sta, CA 916 Jack Llewellyn, f		Strip	TITLE	rodor				
Q	SUBCONTRACTOR		SUPPLIER		MANUFACTURER				
	Seal Right Paving 9053 Olive Dr. Spring Valley, CA 91 Frank Vasquez, Presso		a.sph	TITLE	tructor				
À	SUBCONTRACTOR		SUPPLIER		MANUFACTURER				
	Escalido, CA 920	vos, Inc. 19 resident	Const		oc + welding upplier				
Cont	ractor Name:	,	cration						
Certi	fied By	\ Cass Name	emon	Title	Cherry Count				
	Cu	-		_ Date5	-4-2020				
	Signature *USE ADDITIONAL FORMS AS NECESSARY*								

#### Names of the Principal individual owner(s)

#### FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please	e indicate if pr	incipal owner is servi	ng in the capaci	ity of <b>subcontra</b>	ctor, supplier,	and/or <b>ı</b>	nanufacturer:
	SUBCONT	TRACTOR	Ď	SUPPLIER	1		MANUFACTURER
	Stewns 755 C Enchyl Bart	NAME  1 Stephene Air  1 Stewart, Pro	Je. 12024	- 30	od Sup	TITLE	
	SUBCONT			SUPPLIER	[		MANUFACTURER
		NAME				TITĻE	
	SUBCONT	RACTOR NAME		SUPPLIER		TITLE	MANUFACTURER
	SUBCONT	RACTOR		SUPPLIER	[		MANUFACTURER
		NAME				TITLE	
Contra Certifi	actor Name: _ ed By	Ortiz (	Corporo Corsolo Name	non	Title _	Geo	eral (ansel
	Signature *USE ADDITIONAL				Date		4-2020 -2

Bay Ho Improv 2A (W)
Debarment and Suspension Certification (Rev. Sep. 2019)

## SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 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 California Department of Industrial Relations (DIR). The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor) - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: Pavement Recycling Systems Inc Address: 10240 San Sevaine Way City: Jurupa Valley State: CA Zip: 91752 Phone: (951)682-1091 Email: aschatz@pavementrecycling.com	Constructor	#1000003363	#569352	Item #22-Cold Milling Full Width (2")
Name:				
Name:				
Name:				

\*\* USE ADDITIONAL FORMS AS NECESSARY \*\*

Printed 01/09/2020

#### **Bid Results**

#### **Bidder Details**

Vendor Name ORTIZ CORPORATION
Address 2000 McKinley Av

National City, CA 91950

United States

**Respondee** Jose Ortiz **Respondee Title** Estimator

**Phone** 619-434-7925 Ext.

Email joseo@ortizcorporation.com

Vendor Type PQUAL, CADIR, Local

#### **Bid Detail**

**Bid Format** Electronic

Submitted January 9, 2020 1:58:19 PM (Pacific)

Delivery Method Bid Responsive

Bid Status Submitted
Confirmation # 199312
Ranking 0

#### **Respondee Comment**

#### **Buyer Comment**

#### **Attachments**

File Title	File Name	File Type
Certification of Pending Actions	Certification of Pending Actions.pdf	Contractors Certification of Pending Actions
List of Subcontractors for Alternate Items	Subcontractors Additive-Deductive Alternates .pdf	List of Subcontractors for Alternate Items
Mandatory Disclosure of Business Interests	Mandatory Disclosure of Business Interests Form .pdf	Mandatory Disclosure of Business Interests
Debarment and Suspension Certification	Debarment and Suspension Certification.pdf	Debarment and Suspension Certification
Bid Bond	Bid Bond.pdf	Bid Bond

#### Line Items

Туре	Item Code	UOM	Qty	Unit Price	Line Total Comment
	Main Bid				
1	Bonds (Payment and Performance)				
	524126	LS	1	\$27,000.00	\$27,000.00
2	Mobilization				
	237110	LS	1	\$65,000.00	\$65,000.00
3	Field Orders (EOC Type II)				
		AL	1	\$287,384.00	\$287,384.00

#### **Bid Results**

Type 4	Item Code Pavement Restoration Adjacent to Trench	UOM	Qty	Unit Price	Line Total Commen	t
	237310	SF	15636	\$12.00	\$187,632.00	
5	Asphalt Concrete Overlay (2-Inch)					
	237310	TON	2360	\$120.00	\$283,200.00	
6	Cross Gutter					
	237310	SF	2478	\$22.00	\$54,516.00	
7	Phased Paving					
	237110	EA	7	\$1,800.00	\$12,600.00	
8	Handling and Disposal of Non-friable Asbesto					
	237110	LF	7818	\$12.00	\$93,816.00	
9	Additional Bedding					
	237110	CY	217	\$12.00	\$2,604.00	
10	Water Main (8-Inch)					
	237110	LF	6512	\$105.00	\$683,760.00	
11	Gate Valve (8-Inch)					
	237110	EA	13	\$1,600.00	\$20,800.00	
12	Fire Hydrant Assembly and Marker (6-Inch)					
	237110	EA	23	\$12,000.00	\$276,000.00	
13	Water Service (1-Inch)					
	237110	EA	195	\$2,250.00	\$438,750.00	
14	Blow-Off Valve Assembly (2-Inch)					
	237110	EA	3	\$6,500.00	\$19,500.00	
15	Temporary Resurfacing					
	237310	TON	381	\$125.00	\$47,625.00	
16	Imported Trench Backfill					
	237110	TON	3166	\$20.00	\$63,320.00	
17	Thermoplastic Pavement Markings					
	237310	LS	1	\$4,300.00	\$4,300.00	
18	Fusible Pressure PVC Pipe (8-Inch, Class 30					
	237110	LF	1302	\$165.00	\$214,830.00	
19	Video Recording of Existing Conditions					
	238990	LS	1	\$2,500.00	\$2,500.00	

#### **Bid Results**

<b>Type</b> 20	Item Code  Adjust Existing Manhole Frame and Cover t	<b>UOM</b> o Grade	Qty	Unit Price	Line Total	Comment
	237310	EA	23	\$650.00	\$14,950.00	
21	Adjust Existing Survey Monument to Grade					
	237310	EA	1	\$780.00	\$780.00	
22	Cold Milling Full Width (2-Inch)					
	237310	SF	264041	\$0.50	\$132,020.50	
23	Traffic Control and Working Drawings					
	237310	LS	1	\$60,000.00	\$60,000.00	
24	Contractor Furnished Materials for the City I	Forces High-line	e Work			
	237110	LF	15636	\$2.00	\$31,272.00	
25	Pavement Restoration for Final Connection					
	237110	SF	500	\$17.00	\$8,500.00	
26	WPCP Development					
	541330	LS	1	\$750.00	\$750.00	
27	WPCP Implementation					
	237310	LS	1	\$40,000.00	\$40,000.00	
				Subtotal	\$3,073,409.50	
28	Additive Alternate A  High-lining Installation by the Contractor					
	237110	LF	15636	\$12.00	\$187,632.00	
29	High-lining Removed by the Contractor					
	237110	LF	15636	\$2.00	\$31,272.00	
30	Furnished Materials for Contractor High-line	Work				
	237110	LF	15636	\$2.00	\$31,272.00	
				Subtotal	\$250,176.00	
31	Deductive Alternate B  Contractor Furnished Materials for City Force	es High-line W	ork ((Deductive) Enter	r unit price as pegative	(-))	
31	237110	LF	15636	(\$4.00)	(\$62,544.00)	
				Subtotal	(\$62,544.00)	
	Additive Alternate C			Gustotai	(ΨΟΣ,ΟΤΤ.ΟΟ)	
32	Cut-in Cross by Contractor (8-Inch through	12-Inch)				
	237110	EA	1	\$11,500.00	\$11,500.00	
33	Connections to The Existing System by Con	tractor (8-Inch	through 12-Inch)			
	237110	EA	5	\$5,250.00	\$26,250.00	

Bay Ho Improv 2A (W) (K-20-1906-DBB-3), bidding on January 9, 2020 2:00 PM (Pacific)

Printed 01/09/2020

#### **Bid Results**

<b>Type</b> 34	Item Code Cut and Plug by Contra	UOM	Qty	Unit Price	Line Total Con	nment
	237110	EA	5	\$3,650.00	\$18,250.00	
				Subtotal Total	\$56,000.00 \$3,317,041.50	
Subc	ontractors					
Name &	& Address	Description	License Num	CADIR	Amount	Туре
120 N S	ECO SPECIALTIES INC Second Avenue /ista, CA 91910 States	Striping Constructor	298637	1000003515	\$3,400.00	DBE, WBE
9053 O	Valley, CA 91977	Asphalt Constructor	364113	1000039542	\$413,743.58	LAT,MALE,DBE,MBE, CADIR
740 131 Suite 5	ego, CA 92101	Community Liasion Constructor	000000	1000030490	\$17,640.00	CADIR, DBE, ELBE, LA T, MALE, MBE, SDB
120 N.	ground Solutions Inc Andreasen ido, CA 92029 States	Fusible PVC pipe & welding Constructor/Supplier	930859	1000014790	\$28,000.00	
663 S F Suite 1	arcos, CA 92078	Precon Video Constructor	000000	1000055028	\$1,020.00	ELBE
Service 755 Ne	ptune Avenue as, CA 92024	Bond Supplier	000000	000000000	\$25,000.00	ELBE

Item	l				Unit of			
Num	Section	Item Code	Description	Reference	Measure	Quantity	ORTIZ CORPORATION - Unit Price	ORTIZ CORPORATION - Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$27,000.00	\$27.000.00
2	Main Bid	237110	Mobilization	7-3.4.1	LS	1	\$65,000.00	\$65,000.00
3	Main Bid		Field Orders (EOC Type II)	7-3.9	AL	1	\$287,384.00	\$287,384.00
4	Main Bid	237310	Pavement Restoration Adjacent to Trench	302-5.2.1	SF	15636	\$12.00	\$187,632.00
5	Main Bid	237310	Asphalt Concrete Overlay (2-Inch)	302-5.9	TON	2360	\$120.00	\$283,200.00
6	Main Bid	237310	Cross Gutter	303-5.9	SF	2478	\$22.00	\$54,516.00
7	Main Bid	237110	Phased Paving	306-1.2.1	EA	7	\$1,800.00	\$12,600.00
8	Main Bid	237110	Handling and Disposal of Non-friable Asbestos Material	306-3.3.5.5	LF	7818	\$12.00	\$93,816.00
9	Main Bid	237110	Additional Bedding	306-15.1	CY	217	\$12.00	\$2,604.00
10	Main Bid	237110	Water Main (8-Inch)	306-15.1	LF	6512	\$105.00	\$683,760.00
11	Main Bid	237110	Gate Valve (8-Inch)	306-15.5	EA	13	\$1,600.00	\$20,800.00
12	Main Bid	237110	Fire Hydrant Assembly and Marker (6-Inch)	306-15.6	EA	23	\$12,000.00	\$276,000.00
13	Main Bid	237110	Water Service (1-Inch)	306-15.8	EA	195	\$2,250.00	\$438,750.00
14	Main Bid	237110	Blow-Off Valve Assembly (2-Inch)	306-15.8	EA	3	\$6,500.00	\$19,500.00
15	Main Bid	237310	Temporary Resurfacing	306-15.9	TON	381	\$125.00	\$47,625.00
16	Main Bid	237310	Imported Trench Backfill	306-15.11	TON	3166	\$20.00	\$63,320.00
17	Main Bid	237310	Thermoplastic Pavement Markings	314-4.4.6	LS	1	\$4,300.00	\$4,300.00
18	Main Bid	237310	Fusible Pressure PVC Pipe (8-Inch, Class 305)	317-2.12	LF	1302	\$165.00	\$214,830.00
19	Main Bid	238990	Video Recording of Existing Conditions	400-1.1.1	LF	1302	\$2,500.00	\$2,500.00
20	Main Bid	237310	Adjust Existing Manhole Frame and Cover to Grade		EA	23		* *
			,	403-5			\$650.00	\$14,950.00
21	Main Bid Main Bid	237310 237310	Adjust Existing Survey Monument to Grade	403-5 404-12	EA SF	1 264041	\$780.00 \$0.50	\$780.00 \$132,020.50
23	Main Bid	237310	Cold Milling Full Width (2-Inch)		LS		\$0.50	\$132,020.50
			Traffic Control and Working Drawings	601-7		1		. ,
24	Main Bid	237110	Contractor Furnished Materials for the City Forces High-line Work	900-1.9	LF	15636	\$2.00	\$31,272.00
25	Main Bid	237110	Pavement Restoration for Final Connection	901-2.5	SF	500	\$17.00	\$8,500.00
26	Main Bid	541330	WPCP Development	1001-4.2	LS LS	1	\$750.00	\$750.00
27	Main Bid	237310	WPCP Implementation	1001-4.2	LS	1	\$40,000.00	\$40,000.00
								\$3,073,409.50
	Additive	227112				45.00	440.00	4407.000.00
28	Alternate A	237110	High-lining Installation by the Contractor	901-1.3	LF	15636	\$12.00	\$187,632.00
	Additive						44.44	4
29	Alternate A	237110	High-lining Removed by the Contractor	901-1.3	LF	15636	\$2.00	\$31,272.00
	Additive							
30	Alternate A	237110	Furnished Materials for Contractor High-line Work	900-1.9	LF	15636	\$2.00	\$31,272.00
							Subtotal	\$250,176.00
	Deductive		Contractor Furnished Materials for City Forces High-line Work ((Deductive) Enter					
31	Alternate B	237110	unit price as negative (-))	900-1.9	LF	15636	(\$4.00)	(\$62,544.00)
31	Alternate B	23/110	unit price as negative (-))	300-1.3	LI	13030	Subtotal	(\$62,544.00)
	Additive						JubiUldi	(202,344.00)
32	Alternate C	237110	Cut-in Cross by Contractor (8-Inch through 12-Inch)	901-2.5	EA	1	\$11,500.00	\$11,500.00
							, ,	, ,
	Additive							
33	Alternate C	237110	Connections to The Existing System by Contractor (8-Inch through 12-Inch)	901-2.5	EA	5	\$5,250.00	\$26,250.00
			The state of the s				7-7-30.00	<del>+</del> ==,250.00
	Additive							
34	Alternate C	237110	Cut and Plug by Contractor	901-2.5	EA	5	\$3.650.00	\$18,250.00
	comate C	20,110		552 2.5			Subtotal	\$56,000.00
							Total	\$3,317,041.50
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