

# City of San Diego

**CONTRACTOR'S NAME:** Ace Electric Inc  
**ADDRESS:** 6061 Fairmount Ave., San Diego, CA 92120  
**TELEPHONE NO.:** 619-814-4767 **FAX NO.:** \_\_\_\_\_  
**CITY CONTACT:** Rosa Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426  
J. Botica / A. Parra / B. Richardson

## BIDDING DOCUMENTS



**FOR**

## MYF ELECTRICAL SYSTEM UPGRADES

**BID NO.:** K-23-2122-DBB-3  
**SAP NO. (WBS/IO/CC):** B-18034  
**CLIENT DEPARTMENT:** 2111  
**COUNCIL DISTRICT:** 6  
**PROJECT TYPE:** BT, AA

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

- SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- PREVAILING WAGE RATES: STATE  FEDERAL
- APPRENTICESHIP

**BID DUE DATE:**

**2:00 PM**

**OCTOBER 25, 2022**

**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:



09/13/2022

Seal:



1) For Registered Engineer

Date



09/12/2022

Seal:



2) For City Engineer

Date

## TABLE OF CONTENTS

SECTION	PAGE
1. REQUIRED DOCUMENTS SCHEDULE.....	4
2. NOTICE INVITING BIDS.....	5
3. INSTRUCTIONS TO BIDDERS .....	8
4. PERFORMANCE AND PAYMENT BONDS .....	19
5. ATTACHMENTS:	
A. SCOPE OF WORK.....	22
B. RESERVED.....	24
C. EQUAL OPPORTUNITY CONTRACTING PROGRAM .....	25
D. PREVAILING WAGE.....	45
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	50
1. Appendix A - Notice of Exemption .....	60
2. Appendix B - Fire Hydrant Meter Program .....	63
3. Appendix C - Materials Typically Accepted by Certificate of Compliance.....	77
4. Appendix D - Sample City Invoice with Cash Flow Forecast.....	79
5. Appendix E - Location Map .....	82
F. RESERVED.....	84
G. CONTRACT AGREEMENT .....	85
6. CERTIFICATIONS AND FORMS.....	88

## 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>

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	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 for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5 PM 1 working day after bid opening	ALL BIDDERS
8.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
9.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
11.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
12.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **MYF Electrical System Upgrades**. 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: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,440,000.00**
4. **BID DUE DATE AND TIME ARE: OCTOBER 25, 2022 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: **C-10**.
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	<b>0.9%</b>
2. ELBE participation	<b>1.4%</b>
3. Total mandatory participation	<b>2.3%</b>
  - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
    - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document, OR
    - 7.2.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

**All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all bidders.**

**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 plus one or more alternates.

**9. SUBMISSION OF QUESTIONS:**

- 9.1.** The Director (or Designee) of the Purchasing & Contracting Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:  
  
[RRiego@sandiego.gov](mailto:RRiego@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. ADDITIVE/DEDUCTIVE ALTERNATES:**

- 10.1.** 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.

## 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/prequalification>
- 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 [PlanetBids™](#).



2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an 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 online. City staff may then begin reviewing the submissions for responsiveness, EOCB 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 Purchasing & Contracting Department, Public Works Division 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.

**6. 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>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2021	ECPI010122-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-05

Title	Edition	Document Number
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) <a href="https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files">https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files</a>	2014	PWPI060121-10
<p><b>NOTE:</b>      *Available online under Engineering Documents and References at:  <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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 alternate items, bidder shall use the provided **"Subcontractors For Alternates"** form and shall indicate for each alternate subcontract, whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; as well as whether the subcontractor is a designer, constructor or supplier; the type of work it will be performing, and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as **nonresponsive** and ineligible for award.

**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 condition's 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: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 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. By 5 PM, 1 working day after the bid opening date, all 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 by 5 PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:  
Purchasing & Contracting Department, Public Works Division  
1200 3rd Ave., Suite 200, MS 56P  
San Diego, California, 92101  
To the Attention of the Contract Specialist on the Front Page of this solicitation.

**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 herein and in the Notice of Intent to 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.

PROJECT: MYF ELECTRICAL SYSTEM  
UPGRADE; K-23-2122-DBB-3

BOND NO. 7901124845  
PREMIUM: \$3,965.00  
PREMIUM IS FOR CONTRACT TERM  
AND IS SUBJECT TO ADJUSTMENT  
BASED ON FINAL CONTRACT PRICE

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

---

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

Ace Electric Inc., a corporation, as principal, and NATIONWIDE MUTUAL INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Three Hundred Ninety Six Thousand Five Hundred Dollars and Zero Cents (\$396,500.00)** for the faithful performance of the annexed contract, and in the sum of **Three Hundred Ninety Six Thousand Five Hundred Dollars and Zero Cents (\$396,500.00)** for the benefit of laborers and materialmen designated below.

#### Conditions:

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

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

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

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


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

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

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

THE CITY OF SAN DIEGO

By: 

Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Department

Date: 3-10-2023

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: 

Print Name: Dana Fairchild  
Deputy City Attorney

Date: 3/15/2023

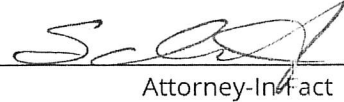
CONTRACTOR ACE ELECTRIC, INC.

By: 

Print Name: CHRISTOPHER HINDS, CO-CEO

Date: JANUARY 19, 2023

SURETY NATIONWIDE  
MUTUAL INSURANCE COMPANY

By:   
Attorney-In-Fact

Print Name: SANDRA FIGUEROA, ATTORNEY-IN-FACT

Date: JANUARY 19, 2023

500 NORTH BRAND BOULEVARD, SUITE 2000  
GLENDALE, CA 91203

Local Address of Surety

949/606-3819

Local Phone Number of Surety

PREMIUM IS FOR CONTRACT TERM  
AND IS SUBJECT TO ADJUSTMENT  
BASED ON FINAL CONTRACT PRICE

\$3,965.00

Premium

7901124845

Bond Number

# 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

County of San Diego

s.s.

On 1/20/2023 before me, C. Powell, Notary Public  
Name of Notary Public Title

personally appeared Christopher Hinds  
Name of Signer (1)

Name of Signer (2)

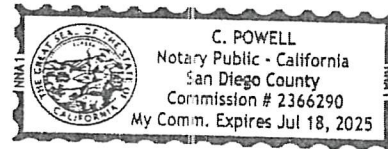
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

*C Powell*

Signature of Notary Public



Seal

## OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent 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

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information	
<b>Method of Signer Identification</b>	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____	_____

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

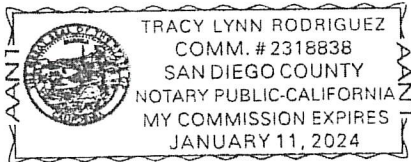
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of SAN DIEGO }

On 1/19/2023 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*

personally appeared SANDRA FIGUEROA  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature *Tracy Lynn Rodriguez*  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

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

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: SANDRA FIGUEROA Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian of Conservator  Trustee  Guardian of Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: HELEN MALONEY; JOHN G MALONEY; MARK D IATAROLA; SANDRA FIGUEROA; TRACY LYNN RODRIGUEZ;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 19TH day of JANUARY, 2023

[Handwritten signature of Laura B. Guy]

Assistant Secretary

## ATTACHMENTS



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

## SCOPE OF WORK

1. **SCOPE OF WORK:** Provide NEC Article 513 code compliance for multiple aircraft hangars at Montgomery-Gibbs Executive by removing existing electrical devices that are currently installed within the five-foot (5-FT) "zone" surrounding aircraft fuel sources (including tank, engine, and related components) within the hangars, and either relocating the devices to outside the "zone", or replacing them with Class 1, Division II rated devices at existing locations within the "zone." Devices include light fixtures, lighting control components (switches and occupancy sensors), power distribution (panels, conduit/conductors, receptacles), Telecom (pathways and telephone/data jacks), Alarm Systems, and all other electrical devices/systems.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **40747-1-D** through **40747-59-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**.
3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **150 Working Days**.

**ATTACHMENT B**

**RESERVED**

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

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION A - GENERAL REQUIREMENTS

#### A. INTRODUCTION.

1. This document sets forth the following specifications:
  - a) The City's general EOCP requirements for all Construction Contracts.
  - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
2. Additional requirements may apply for state or federally funded projects.
3. These requirements shall be included as Contract provisions for all Subcontracts.
4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <http://www.sandiego.gov/eoc/forms/index.shtml>

#### B. GENERAL.

1. The City of San Diego promotes equal employment and subcontracting opportunities.
2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
3. The City encourages all companies seeking to do business with the City to share this commitment.

#### C. DEFINITIONS.

1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
2. The following definitions apply:
  - a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.
  - b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.

- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

- i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

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

**1. Nondiscrimination in Contracting Ordinance.**

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

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

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

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

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
  - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
  - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
  - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.



- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

**F. SUBCONTRACTING.**

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer

subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
  - a) "Field Orders" and "City Contingency" Bid items.
  - b) Alternate Bid items.
  - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

**G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.**

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
  - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
    - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
    - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
    - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
    - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
    - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
    - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

- vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
  - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
  - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
  - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

**I. PROMPT PAYMENT.**

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or

hSubcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

**J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.**

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

**K. CERTIFICATION.**

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
  - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
  - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
  - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
  - d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
  - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

**L. CONTRACT RECORDS AND REPORTS.**

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
  - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10<sup>th</sup> day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

**THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.**

#### **A. GENERAL.**

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:  
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:  
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

## B.

### DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their



capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

**C. SUBCONTRACTOR PARTICIPATION.**

- 1. For the purpose of satisfying subcontracting participation requirements, only 1<sup>st</sup> tier SLBE–ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
  - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
  - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
  - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
    - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

- ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.
  - iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
- i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
  - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

**D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.**

1. Contracts valued at \$1,000,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
  - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
  - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
  - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
2. Contracts Valued over \$500,000 and under \$1,000,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
  - a) 5% bid discount for SLBE-ELBE firms.
  - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.

- c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
  - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
  - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
3. Contracts valued over \$250,000 up to \$500,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
4. Contracts valued at \$250,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

**E. JOINT VENTURES.**

1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
- a) Detailed explanation of the financial contribution for each partner.
  - b) List of personnel and equipment used by each partner.
  - c) Detailed breakdown of the responsibilities of each partner.
  - d) Explanation of how the profits and losses will be distributed.
  - e) Description of the bonding capacity of each partner.
  - f) Management or incentive fees available for any one of the partners (if any).

4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
  - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
  - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
  - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
  - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

**F. MAINTAINING PARTICIPATION LEVELS.**

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the

City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

**G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.**

1. Documentation of your subcontracting efforts will be reviewed by EOCB to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCB review is based on the federal “Six Good Faith Efforts” model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City’s Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
  - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
  - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
  - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
  - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
  - e) Use the services and assistance of the City’s EOC Office and the SLBE-ELBE Directory.
  - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

**H. GOOD FAITH EFFORT DOCUMENTATION.**

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City’s document titled “Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL.” The instructions for completing the good faith effort submittal can be found on the City’s website:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>

**I. SUBCONTRACTOR SUBSTITUTION.**

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

**J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.**

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

**K. RESOURCES.**

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:  
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
-

**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 <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - 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 sections 1810 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**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 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", item 55, "Normal Working Hours", ADD the following:
- Normal Working Hours** - Normal Working Hour core periods shall be **7:00 AM – 5:00 PM**, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Normal Working Hours on Roadways are defined as **8:30 AM - 3:30 PM**. Task Order Normal Working hours shall be defined in the Task or the Traffic Control Permits.

### **SECTION 2 - SCOPE OF THE WORK**

- 2-2 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:
2. The City will obtain, at no cost to you, the following permits:
    - a) Electrical Permit – Development Services Department,

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

- 3-2 SELF-PERFORMANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the Base Bid.

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

- 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 issuance of the Notice of Intent to Award** and on the City's Product Submittal Form available at:  
<https://www.sandiego.gov/ecp/edocref/>

## 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 and defense duties set forth in the Contract.

**5-4.1 Policies and Procedures.**

1. You shall procure the insurance described below, at your 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 as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and 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 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:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$10,000,000
Product/s/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

**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.

**5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of California Labor Code section 3700, 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 this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for



workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

**5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract 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 of California, 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 of California 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 in this Contract.

**5-4.4 Evidence of Insurance.** You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

**5-4.5.1.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. 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 Workers' Compensation Insurance and Employers Liability Insurance.**
- 5-4.5.2.1 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.
- 5-4.6 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. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- 5-4.7 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.
- 5-4.8 Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 8 of Section 5-4.1. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.
- 5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

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

- 6-1.1 Construction Schedule.** To the "WHITEBOOK", ADD the following:
3. Refer to the Sample City Invoice materials in **Appendix D - Sample City Invoice with Cashflow Forecast** and use the format shown.

**ADD:**

**6-6.1.1**

**Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption** for **MYF Electrical System Upgrades, (Montgomery Field Electrical Upgrade for Maintenance Hanger)**, Project No. **B-18034**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

**SECTION 7 – MEASUREMENT AND PAYMENT**

**7-3.1**

**General.** To the "WHITEBOOK", ADD the following:

4. The Lump Sum Bid item for "**Electrical Upgrades for Hangars 20, 21, 22, 23, 24, 25, 26, 36, & 37**" shall include, and not be limited to, the removal of electrical devices that are currently installed within the five-foot (5-FT) "zone" surrounding aircraft fuel sources within the hangars, and either relocating the devices to outside the specified zones, or replacing them with Class 1, Division II rated devices at existing locations within the "zone". Devices to include, but not limited to, Lighting fixtures, lighting control components (switches and occupancy sensors), power distribution (panels, conduit/conductors, receptacles), Telecom (Pathways and telephone/data jacks), alarm systems, and all other electrical devices/systems as specified in the Plans, Contract Documents, and Technical Specifications.
5. The Lump Sum Bid item for "**Electrical Upgrades for Hangars 27 & 28**" shall include, and not be limited to, the removal of electrical devices that are currently installed within the five-foot (5-FT) "zone" surrounding aircraft fuel sources within the hangars, and either relocating the devices to outside the specified zones, or replacing them with Class 1, Division II rated devices at existing locations within the "zone". Devices to include, but not limited to, Lighting fixtures, lighting control components (switches and occupancy sensors), power distribution (panels, conduit/conductors, receptacles), Telecom (Pathways and telephone/data jacks), alarm systems, and all other electrical devices/systems as specified in the Plans, Contract Documents, and Technical Specifications.
6. The Lump Sum Bid item for **ALTERNATE A-1 - "Electrical Upgrades for Hangars 1, 2, & 3"** shall include, and not be limited to, the removal of electrical devices that are currently installed within the five-foot (5-FT) "zone" surrounding aircraft fuel sources within the hangars, and either relocating the devices to outside the specified zones, or replacing them with Class 1, Division II rated devices at existing locations within the "zone". Devices to include, but not limited to, Lighting fixtures, lighting control components (switches and

occupancy sensors), power distribution (panels, conduit/conductors, receptacles), Telecom (Pathways and telephone/data jacks), alarm systems, and all other electrical devices/systems as specified in the Plans, Contract Documents, and Technical Specifications.

7. The Lump Sum Bid item for **ALTERNATE A-2 - "Electrical Upgrades for Hangars 4, 5, 6, 7, & 8"** shall include, and not be limited to, the removal of electrical devices that are currently installed within the five-foot (5-FT) "zone" surrounding aircraft fuel sources within the hangars, and either relocating the devices to outside the specified zones, or replacing them with Class 1, Division II rated devices at existing locations within the "zone". Devices to include, but not limited to, Lighting fixtures, lighting control components (switches and occupancy sensors), power distribution (panels, conduit/conductors, receptacles), Telecom (Pathways and telephone/data jacks), alarm systems, and all other electrical devices/systems as specified in the Plans, Contract Documents, and Technical Specifications.
8. The Lump Sum Bid item for **ALTERNATE B - "Electrical Upgrades for Hangars 9, 10, 11, 12, 13, 14, 15, 16, 17, & 18"** shall include, and not be limited to, the removal of electrical devices that are currently installed within the five-foot (5-FT) "zone" surrounding aircraft fuel sources within the hangars, and either relocating the devices to outside the specified zones, or replacing them with Class 1, Division II rated devices at existing locations within the "zone". Devices to include, but not limited to, Lighting fixtures, lighting control components (switches and occupancy sensors), power distribution (panels, conduit/conductors, receptacles), Telecom (Pathways and telephone/data jacks), alarm systems, and all other electrical devices/systems as specified in the Plans, Contract Documents, and Technical Specifications.
9. The Lump Sum Bid item for **ALTERNATE C - "Electrical Upgrades for Hangars 29, 30, 31, 32, 33, 34, & 35"** shall include, and not be limited to, the removal of electrical devices that are currently installed within the five-foot (5-FT) "zone" surrounding aircraft fuel sources within the hangars, and either relocating the devices to outside the specified zones, or replacing them with Class 1, Division II rated devices at existing locations within the "zone". Devices to include, but not limited to, Lighting fixtures, lighting control components (switches and occupancy sensors), power distribution (panels, conduit/conductors, receptacles), Telecom (Pathways and telephone/data jacks), alarm systems, and all other electrical devices/systems as specified in the Plans, Contract Documents, and Technical Specifications.

**7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK", ADD the following:

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

## SECTION 402 – UTILITIES

**402-6 COOPERATION.** To the “WHITEBOOK”, ADD the following:

1. Notify SDG&E at least **15** Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

## SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

**1001-1 GENERAL.** To the “WHITEBOOK”, ADD the following:

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

## **SUPPLEMENTARY SPECIAL PROVISIONS**

### **APPENDICES**

**APPENDIX A**  
**NOTICE OF EXEMPTION**

**NOTICE OF EXEMPTION**

(Check one or both)

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

FROM: City of San Diego  
Public Works Department  
525 B Street, Suite 750, MS 908A  
San Diego, CA 92101

Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

**Project Name:** Montgomery Field Electrical Upgrade for Maintenance Hanger

**Project No. / WBS No.:** B-18034.02.06

**Project Location-Specific:** 8622 Gibbs Drive, Kearny Mesa Community Planning Area & Council District 6

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

**Description of nature and purpose of the Project:** This project is to upgrade and bring to code the electrical system on one of the maintenance hangers and assess 36 smaller hangers surrounding the main hanger located at Montgomery-Gibbs Airport. Work will include the design of the electrical grid for the main hanger as well as surrounding smaller hangers, removal of current existing electrical lines and replacement of breakers/terminals and re-wiring, installation of new AMP panels, feeders and receptacles. This project will also involve approximately 65 ft. of trenching, with a depth of 18 to 24 inches, this will occur in the parking lot on the southwest corner of the maintenance hangar. Coordination with SDG&E will be required.

**Name of Public Agency Approving Project:** City of San Diego

**Name of Person or Agency Carrying Out Project:** Natalie de Freitas, 525 B Street, Suite 750, San Diego, CA, 92101, (619) 533-4603

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: 15301 - (Existing Facilities), 15303 - (New Construction or Conversion of Small Structures.
- Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review and determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 - (Existing Facilities), which allows for the repair and maintenance of existing public structures and facilities including electrical conveyances, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; and Section 15303 - (New Construction or Conversion of Small Structures), which allows for the installation of small new equipment where only minor modifications are made in the exterior of the structure; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Natalie de Freitas

Telephone: (619) 533-4603



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

5/7/18  
\_\_\_\_\_  
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**

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

1. **PURPOSE**

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

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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

- 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.

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

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.

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

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

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

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

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

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



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

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

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

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.

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

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter	
Contract Acct #:	Deposit Amount: <b>\$ 936.00</b>	Fees Amount: <b>\$ 62.00</b>
Meter Serial #	Meter Size: <b>05</b>	Meter Make and Style: <b>6-7</b>
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	Signature:	Date:

**WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER**

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

**Note:**

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

Date

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

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**APPENDIX C**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**



## **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

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

**APPENDIX D**

**SAMPLE CITY INVOICE WITH CASH FLOW FORECAST**



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												

SAMPLE REFERENCE

**APPENDIX E**  
**LOCATION MAP**

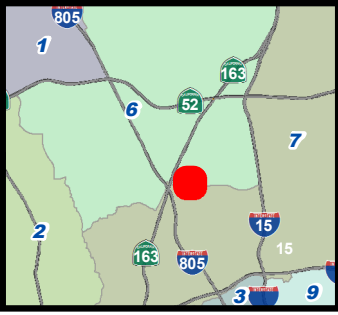
The City of  
**SAN DIEGO** Public Works  
**MYF ELECTRICAL SYSTEM  
 UPGRADES**

DESIGN  
 SENIOR ENGINEER  
 Bill Gibson  
 619-533-5401

DESIGN  
 PROJECT MANAGER  
 James Botica  
 619-533-5109

DESIGN  
 PROJECT ENGINEER  
 Jose Castaneyra  
 619-533-6671

DESIGN LOCATION MAP



**Legend**

 **Project Location**

 **Project Limits**



COMMUNITY NAME: KEARNY MESA

COUNCIL DISTRICT: 6

SAP ID: B-18034

Date: July 5, 2022



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

**ATTACHMENT F**

**RESERVED**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**



**ATTACHMENT G**  
**CONTRACT AGREEMENT**

---

**CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **Ace Electric Inc**, herein called "Contractor" for construction of **MYF ELECTRICAL SYSTEM UPGRADES**; Bid No. **K-23-2122-DBB-3**; in the total amount **Three Hundred Ninety Six Thousand Five Hundred Dollars and Zero Cents (\$396,500.00)**, which is comprised of the Base Bid plus Additive Alternate A-2, consisting of an amount not to exceed \$396,500.00.

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) That certain documents entitled **MYF ELECTRICAL SYSTEM UPGRADES**, on file in the office of the Purchasing and Contracting Department as Document No. **B-18034**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner, **MYF ELECTRICAL SYSTEM UPGRADES**, Bid Number **K-23-2122-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 and is approved by the City Attorney in accordance with San Diego Charter Section 40.

**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**

By Stephen Samara

Mara W. Elliott, City Attorney  
By Dana Fairchild

Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Department

Print Name: Dana Fairchild  
Deputy City Attorney

Date: 3-10-2023

Date: 3/15/2023

**CONTRACTOR** Acc Electric Inc

By [Signature]

Print Name: Christopher Hindle

Title: CO-CEO

Date: 1/20/2023

City of San Diego License No.: B1995012047

State Contractor's License No.: 835109

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001519

## **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

---

### COVID-19 VACCINATION ORDINANCE

#### CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing the City's Mandatory COVID-19 Vaccination Policy.

#### TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
6. City contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

## **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.

## **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.



## **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.

## **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.

## **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.

## **CONTRACTOR CERTIFICATION**

---

### **PRODUCT ENDORSEMENT**

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

**AFFIDAVIT OF DISPOSAL**

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

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

**MYF Electrical System Upgrades**

(Project Title)

as particularly described in said contract and identified as Bid No. **K-23-2122-DBB-3**; SAP No. (WBS) **B-18034**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

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

By: \_\_\_\_\_  
Contractor

**ATTEST:**

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

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

Notary Public in and for said County and State

**LIST OF SUBCONTRACTORS**

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	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: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission               | CPUC   |  |          |
| 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.**

**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 <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission               | CPUC   |  |          |
| 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**

**FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.**

**PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS**

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. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**
- F. SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS**



**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

That ACE ELECTRIC, INC. as Principal, and NATIONWIDE MUTUAL 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

MYF ELECTRICAL SYSTEM UPGRADES; K-23-2122-DBB-3

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

SIGNED AND SEALED, this 15TH day of NOVEMBER, 2022

ACE ELECTRIC, INC. (SEAL)  
(Principal)

NATIONWIDE MUTUAL INSURANCE COMPANY (SEAL)  
(Surety)

By: [Signature]  
(Signature)  
CHRISTOPHER HINDS, CO-CEO

By: [Signature]  
(Signature)  
MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

# 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

County of San Diego

} s.s.

On 11/16/2022 before me, C. Powell, Notary Public  
Name of Notary Public, Title

personally appeared Christopher Hinds  
Name of Signer (1)

Name of Signer (2)

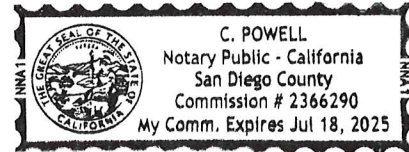
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

C. Powell

Signature of Notary Public



Seal

## OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent 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

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity(ies) Signer is Representing

### Additional Information

#### 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 # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

- Additional Signer  Signer(s) Thumbprints(s)

\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
County of SAN DIEGO }

On 11/15/2022 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared MARK D. IATAROLA  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Tracy Lynn Rodriguez  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MARK D. IATAROLA Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: HELEN MALONEY; JOHN G MALONEY; MARK DIATAROLA; SANDRA FIGUEROA; TRACY LYNN RODRIGUEZ;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC6270117  
Qualified in New York County  
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public  
My Commission Expires  
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15TH day of NOVEMBER, 2022.

[Handwritten signature of Laura B. Guy]

Assistant Secretary

## CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.



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

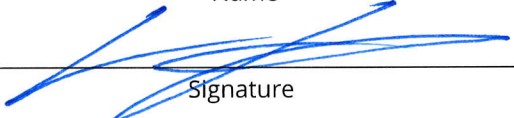


The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that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

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

Contractor Name: Ace Electric Inc

Certified By Christopher Hinds Title co-CEO  
Name

  
Signature Date 11/16/22

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

<b>Legal Name</b>		<b>DBA</b>	
Ace Electric Inc		N/A	
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
PO Box 601071	San Diego	CA	92160
<b>Contact Person, Title</b>		<b>Phone</b>	<b>Fax</b>
Christopher Hinds, co-CEO		619-814-4760	619-521-9742

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.

<b>Name</b>	<b>Title/Position</b>
Christopher Hinds	co-CEO
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
San Diego, CA	
<b>Interest in the transaction</b>	
50%.	

<b>Name</b>	<b>Title/Position</b>
Ryan Swenson	co-CEO
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
San Diego, CA	
<b>Interest in the transaction</b>	
50%.	

### \* 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.

Christopher Hinds, co-CEO

11/16/22

Print Name, Title
Signature
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.**

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**PRIME CONTRACTOR**  
**FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

EFFECT OF DEBARMENT OR SUSPENSION
<p>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): <i>Bidders</i> and <i>contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i>, participating as a <i>subcontractor</i>, employee, agent or representative of another <i>person</i> contracting with the City.</p>

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
<i>Christopher Hinds</i>	<i>co-CEO, Secretary, Treasurer</i>
<i>Ryan Swenson</i>	<i>co-CEO</i>

**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.

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

N/A

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: *Ace Electric Inc*

Certified By *Christopher Hinds* Title *co-CEO*

Name



Signature

Date *11/16/22*

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

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

\*TO BE COMPLETED BY BIDDER\*

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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 indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
ACME SAFETY AND SUPPLY CORPORATION	#
CANDACE FRIEDMAN	PRESIDENT / OWNER

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
JC CANALES, INC. DBA CANALES DEMO	
JOE CANALES	CEO
KAREN SMITH	PRESIDENT

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE

Contractor Name:     Ace Electric Inc    

Certified By     Christopher Hinds     Title     CO-CEO    

Name



Signature

Date     11/16/22    

\*USE ADDITIONAL FORMS AS NECESSARY\*\*



*City of San Diego*



**Small Local Business Enterprise (SLBE)  
Program Certification**

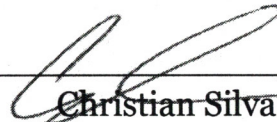
**Canales Demolition & Hauling, Inc. DBA Canales  
Demolition**

**Emerging Local Business Enterprise (ELBE)  
*General Construction***

**(NAICS: 238910, 238990)**

**Certification Number: 10HJ0066**

***Effective: 8/26/2022 - 8/26/2024***



---

**Christian Silva**  
Program Manager  
Equal Opportunity Contracting

*City of San Diego*



**Small Local Business Enterprise (SLBE)  
Program Certification**

Acme Safety & Supply Corporation

**Small Local Business Enterprise (SLBE)**

***Specialty Construction***

(NAICS: 561990)

Certification Number: 10AS0032

***Effective: 11/2/2021 - 11/2/2023***

A handwritten signature in blue ink, appearing to be 'C Silva', is written above a horizontal line.

Christian Silva  
Program Manager  
Equal Opportunity Contracting

### SUBCONTRACTORS FOR ALTERNATES

\*\*\* FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY \*\*\*  
(Use Additional Sheets As Needed)

IDENTIFY ALTERNATE <small>(example: Deductive Alternate B - Only one Alternate and Sub per line)</small>	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCONTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT <small>(Negative If Deductive)</small>
A-1	Name: <u>Acme Safety &amp; Supply Corp.</u> Address: <u>1616 West Avenue</u> City: <u>National City</u> State: <u>CA</u> Zip: <u>91950</u> Phone: <u>619-299-5100</u> Email: <u>candace@acmesafetysupply.com</u>	791667	1000007958	Supplier	Safety, Tools, Equip., Basic Materials, Barriers, etc.	\$500
A-2	Name: <u>Acme Safety &amp; Supply Corp.</u> Address: <u>1616 West Avenue</u> City: <u>National City</u> State: <u>CA</u> Zip: <u>91950</u> Phone: <u>619-299-5100</u> Email: <u>candace@acmesafetysupply.com</u>	791667	1000007958	Supplier	Safety, Tools, Equip., Basic Materials, Barriers, etc.	\$1,000
B	Name: <u>Acme Safety &amp; Supply Corp.</u> Address: <u>1616 West Avenue</u> City: <u>National City</u> State: <u>CA</u> Zip: <u>91950</u> Phone: <u>619-299-5100</u> Email: <u>candace@acmesafetysupply.com</u>	791667	1000007958	Supplier	Safety, Tools, Equip., Basic Materials, Barriers, etc.	\$2,000
C	Name: <u>Acme Safety &amp; Supply Corp.</u> Address: <u>1616 West Avenue</u> City: <u>National City</u> State: <u>CA</u> Zip: <u>91950</u> Phone: <u>619-299-5100</u> Email: <u>candace@acmesafetysupply.com</u>	791667	1000007958	Supplier	Safety, Tools, Equip., Basic Materials, Barriers, etc.	\$1,200

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD  
ACHIEVING SLBE/ELBE PARTICIPATION GOALS**

### SUBCONTRACTORS FOR ALTERNATES

\*\*\* FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY \*\*\*  
(Use Additional Sheets As Needed)

IDENTIFY ALTERNATE <small>(example: Deductive Alternate B - Only one Alternate and Sub per line)</small>	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCONTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT <small>(Negative If Deductive)</small>
A-1	Name: <u>JG Canales Demo, Inc.</u> Address: <u>PO Box 1843</u> City: <u>La Mesa</u> State: <u>CA</u> Zip: <u>91944</u> Phone: <u>619-204-2422</u> Email: <u>canalesdemo@gmail.com</u>	881213	1000036877	Constructor	Dumpsters, Haul-Off, Recycle, Disposal	\$1,000
A-2	Name: <u>JG Canales Demo, Inc.</u> Address: <u>PO Box 1843</u> City: <u>La Mesa</u> State: <u>CA</u> Zip: <u>91944</u> Phone: <u>619-204-2422</u> Email: <u>canalesdemo@gmail.com</u>	881213	1000036877	Constructor	Dumpsters, Haul-Off, Recycle, Disposal	\$1,500
B	Name: <u>JG Canales Demo, Inc.</u> Address: <u>PO Box 1843</u> City: <u>La Mesa</u> State: <u>CA</u> Zip: <u>91944</u> Phone: <u>619-204-2422</u> Email: <u>canalesdemo@gmail.com</u>	881213	1000036877	Constructor	Dumpsters, Haul-Off, Recycle, Disposal	\$3,000
C	Name: <u>JG Canales Demo, Inc.</u> Address: <u>PO Box 1843</u> City: <u>La Mesa</u> State: <u>CA</u> Zip: <u>91944</u> Phone: <u>619-204-2422</u> Email: <u>canalesdemo@gmail.com</u>	881213	1000036877	Constructor	Dumpsters, Haul-Off, Recycle, Disposal	\$2,000

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD  
ACHIEVING SLBE/ELBE PARTICIPATION GOALS**

*City of San Diego*



**Small Local Business Enterprise (SLBE)  
Program Certification**

Acme Safety & Supply Corporation

**Small Local Business Enterprise (SLBE)**

***Specialty Construction***

(NAICS: 561990)

Certification Number: 10AS0032

***Effective: 11/2/2021 - 11/2/2023***

A handwritten signature in blue ink, appearing to be 'C Silva', is positioned above a horizontal line.

Christian Silva  
Program Manager  
Equal Opportunity Contracting

*City of San Diego*



**Small Local Business Enterprise (SLBE)  
Program Certification**

**Canales Demolition & Hauling, Inc. DBA Canales  
Demolition**

**Emerging Local Business Enterprise (ELBE)  
*General Construction***

**(NAICS: 238910, 238990)**

**Certification Number: 10HJ0066**

***Effective: 8/26/2022 - 8/26/2024***

---

**Christian Silva**  
Program Manager  
Equal Opportunity Contracting



**A. CHANGES TO CONTRACT DOCUMENTS**

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

**B. BIDDER’S QUESTIONS**

Q1. We are interested in the MYF project and wanted to see if there is a possibility of an onsite visit in order to check out the job.

A1. See Section C, item 1. as part of this Addendum.

**C. NOTICE INVITING BIDS**

1. To page 6, **ADD** the following:

**PRE-BID SITE VISIT:** All those wishing to submit a bid are **encouraged** to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Bidders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Purchasing & Contracting Department, Public Works Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid Site Visit is scheduled as follows:

- Time:** 10:00 AM
- Date:** October 10, 2022
- Location:** 3750 John J. Montgomery Drive, San Diego, CA 92123 (at the airport terminal parking lot)

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *September 28, 2022*  
San Diego, California

RA/AP/br/nd



# City of San Diego

CITY CONTACT: Rosa Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426

## ADDENDUM B



## FOR

## MYF ELECTRICAL SYSTEM UPGRADES

BID NO.: K-23-2122-DBB-3  
SAP NO. (WBS/IO/CC): B-18034  
CLIENT DEPARTMENT: 2111  
COUNCIL DISTRICT: 6  
PROJECT TYPE: BT, AA

### **BID DUE DATE:**

**2:00 PM  
NOVEMBER 9, 2022**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

## **A. CHANGES TO CONTRACT DOCUMENTS**

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

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

## **B. BIDDER'S QUESTIONS**

Q1. How will our workers be able to access the airport daily to perform the work?

A1. There is a required Movement Area Drivers Training course that needs to be completed. Then a temporary gate access card can be issued to the Contractor for the duration of the project. The link to the course can be found on our website: [www.sandiego.gov/airports/montgomery](http://www.sandiego.gov/airports/montgomery)

Q2. Will parking for the contractor be provided at or near the work site?

A2. Yes, the contractor and crews will be able to park at, or near the work site.

Q3. Will Traffic Control be required from the Contractor for this project?

A3. Traffic Control (i.e. cones for delineated work area) will be required near the work site for passing, taxiing planes. No Traffic Control will be within the Public Right-of-Way. (i.e. streets)

Q4. Will FOD (Foreign Object Debris) Fencing or FOD Management of any kind be required for this airfield project. If so, to what standards?

A4. Yes, the Contractor will be responsible for FOD Management related to their work scope and materials, adjacent to and near the work site. All FOD needs to be removed from the work area, and adjacent to the work site immediately.

Q5. Will the contractor be given a laydown area near the hangars to be upgraded?

A5. Yes, the contractor will be given a laydown area near the work site.

- Q6. Is there a specific amount of time limits for electrical outages?
- A6. No, there is no specific time limit for electrical outages. All planned electrical outages should be submitted to the City, no less than 24 hours in advance, and coordinated with Airport Operations staff.
- Q7. Is there a certain order or sequencing that the contractor needs to upgrade the hangars in?
- A7. No, the City has not specified a specific order or sequencing. The Contractor is responsible for determining their phasing and sequencing of work.
- Q8. Please confirm that the owner is to remove all personal items out of the way for the contractor to perform the electrical upgrades.
- A8. The City will notify all occupied hangars to remove all personal items, out of the way of work, for the contractor to perform electrical upgrades.
- Q9. We noticed in many of the hangars there are a lot of owner electrical add-ons that are not shown in the plans but will affect the final work and passing inspections. Most every hangar had a push button garage door/doorbell system switch and wiring and an electrical extension cord reel. Please confirm how to address these extra items.
- A9. The City will notify all occupied hangars to remove/disconnect all personal electrical add-ons, not shown on plans, prior to the start of work, including, but not limited to: push-button garage door/doorbell system, switch, wiring, extension cords.
- Q10. In Hangar #20 there were many track lights and three ceiling fans that are not shown in the SOW. Please confirm how to address these extra items.
- A10. Sheet E-21, demolition Note 5, states "Owner installed fixture to be removed by owner". Track lights and other fixtures installed by owner, will be removed prior to work start. The ceiling fans in Hangar #20 are outside of the identified Class I, Division 2 zone and will not be modified, and are not included in the scope of work.

- Q11. In Hangar #36 there are interior and exterior cameras not shown in the SOW. Please confirm how to address these extra items.
- A11. The Contractor is not responsible for the removal, upgrade, or modification of interior and exterior cameras. These items will be removed/disconnected by the Owner prior to work start.
- Q12. Some of the exterior lights are being piped from the interior to the exterior. No exterior scope of work is shown on the plans we were provided. Please confirm there is no exterior electrical work to be provided in our bid.
- A12. No exterior work is required for this scope of work and should not be included in responsive bids.
- Q13. During the walk, a couple of hangar doors seems to be hard to open and close. Who will be responsible to fix door/s that will not open or close?
- A13. The City and Owner will be responsible for door/s that will not open or close. Malfunctioning doors are to be identified ahead of work start, to ensure the Contractor has proper access to hangar sites. The Contractor will be required to repair any damages to hangars caused during, and as a result of, construction operations.
- Q14. How many buildings can be worked on at one time?
- A14. Contractor is responsible for determining the phasing and sequencing of work.
- Q15. What are the work hours?
- A15. The Contractor is responsible to determine the Work Hours, following SSP Section 1-2 "Normal Working Hours" of this contract, and following the Working Hours requirements per Section 1.5 Working Hours, in Attachment D - Prevailing Wage of this contract. (i.e. Workdays restricted to 8 hours per day, between the hours of 7AM - 5PM)
- Q16. Is there a background check/security requirement? (i.e. badging).

- A16. There is a Movement Area Drivers Training Course that needs to be completed. It consists of a PowerPoint, multiple choice test, policy agreement, and application. There is not a SIDA background check. The link to the course can be found on our website: [www.sandiego.gov/airports/montgomery](http://www.sandiego.gov/airports/montgomery)
- Q17. Will we have access for deliveries?
- A17. Yes. Deliveries should be directed to the lay down area, or to work site. Larger deliveries need to be coordinated with Airport Operations.
- Q18. Are alternate Electrical installation methods and materials allowed other than shown, if they meet the intent of the design and classification requirements?
- A18. It is the Contractor's responsibility to determine means & methods for the responsive bidding of the solicited contract. All submittals will be subject to Designer (Engineer of Work) review and approval.
- Q19. Please confirm that personal items will be removed from walls & ceiling.
- A19. The City will notify all occupied hangars to remove all personal items, out of the way of work, for the contractor to perform electrical upgrades.
- Q20. Are there any special systems required, i.e. Fire Alarm, Phone, CCTV (No plans and specs)?
- A20. No special systems required for this contract or Scope of Work...
- Q21. Will the work area be cleared for multiple plan hangars, or one at a time?
- A21. It is possible to clear multiple hangars for work. The City will coordinate with the awarded Contractor to clear multiple hangars, after the submission of a phasing/sequencing plan.
- Q22. Can we revisit the site and view a few more hangars?
- A22. No. The Pre-Bid Site Visit was on Monday, October 10, 2022 and is the only scheduled site visit for potential bidders...

Q23. Where do we include the costs for the Cessna Building? "Cessna Building" refers to Advanced Air Maintenance Hangar Building, Sheet E-39.

A23. Per General Note on Sheet E-39, "All Electrical Panels, Equipment, and Devices are outside the Class 1, Division 2 Zone, Drawing shown for reference." There is no scope associated with the ADV AIR HANGAR & Sheet E-39.

**C. CLARIFICATIONS**

1. For General Purposes, the Pre-bid Attendance Sign-in Sheet is provided, see page 7 of 7 this Addendum.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *October 20, 2022*  
San Diego, California

RA/AP/br

# 2022.10.10 - Pre-Bid Site Visit

## Sign-In Sheet

Name	Company
James Botica	City of San Diego, Project Manager
Charles Broadbent	City of San Diego, Airport Manager
Debbie Shauger	City of San Diego, Property Agent
Aaron Espinoza	Good-Men Construction
Brian Barrett	ACE Electric
Eddie Medina	Chula Vista Electric
RJ Free	National Electric Works
Cruz Garcia	Southern Construction
Vito Roccoforte	AEI
Roddy Hugunin	AEI
Mike Mayers	Global Power
Jorge Montano	Durable Good-Men





**ENGINEER OF WORK**

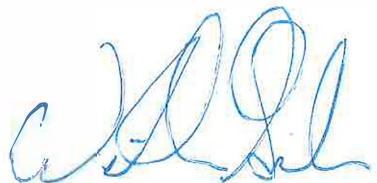
The Engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:

  
\_\_\_\_\_  
1) Registered Engineer

11/02/2022  
\_\_\_\_\_  
Date

Seal:



  
\_\_\_\_\_  
2) For City Engineer

11/02/2022  
\_\_\_\_\_  
Date

Seal:



## A. CHANGES TO CONTRACT DOCUMENTS

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

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

## B. BIDDER'S QUESTIONS

Q1. On sheet E-38 demo scope Note 8 is not specified. Please provide scope associated with this note. Please confirm that all note call outs are present when the Number is used on all drawings to ensure that the proper scope is provided.

A1. Sheet E-38 (Hangar 37): Missing Demolition Keynote #8 should read "RELOCATE PANELBOARD, RECEPTACLE, AND ASSOCIATED FEEDER IN EMT CONDUIT." The panelboard new location is shown on the New Work floorplan and called out with N#6. Also, the push-button garage door/doorbell that controls the lights is not shown on the Hangar 37 Demolition or New Work plans and needs to be replaced with a toggle switch. If the switch is within the classified area, it needs to be replaced with an explosion proof rated switch.

*All other drawings were checked for missing notes. The following was noted:*  
Sheet E-08 (Hangar 06): On the New Work floorplan, one of the relocated junction boxes is incorrectly called out with New Work keynote #3 rather than #4.

Sheet E-11 (Hangar 09): On the New Work floorplan, the junction box called out at the end of the left wing by detail 2/E-47 is also incorrectly called out by New Work keynote #2. Should be called out with New Work keynote should actually call out the conduit between the lighting occupancy sensor and junction box near the tail rudder.

Sheet E-32 (Hangar 31): Demolition keynote #3 should read "DISCONNECT AND REMOVE LIGHT FIXTURE". Demolition keynote #4 should read "RELOCATE PANELBOARD AND ASSOCIATED FEEDER IN EMT CONDUIT. Also, there should also be a separate Demolition keynote (#6) identifying the relocation of the receptacle and it should

have been used on the Demolition plan instead of Keynote #4. his receptacle is to be relocated to the location shown on the New Work floor plan. New Work Keynote #4 incorrectly mentions the relocated receptacle along with the panelboard.

**C. SUPPLEMENTARY SPECIAL PROVISIONS**

1. **ADD** TECHNICALS titled, “**Montgomery-Gibbs Executive Airport Hangars - Electrical Specifications**”, pages 5 through 38 of this Addendum.

**D. PLANS**

1. To Drawing Numbers. **40747-1-D, 40747-11-D, 40747-14-D, 40747-35-D** and **40747-41-D, DELETE** in their entirety, and **REPLACE** with pages 39 through 43 of this Addendum.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *November 3, 2022*  
San Diego, California

RA/AP/br

**Montgomery-Gibbs Executive Airport Hangars – Electrical Specifications Table of Contents**

260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS
262726	WIRING DEVICES
265119	LED INTERIOR LIGHTING

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Copper building wire.
  - 2. Metal-clad cable, Type MC.
  - 3. Connectors and splices.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Standards:
  - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  - 2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- C. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.
- D. Conductor Insulation:
  - 1. Type THWN-2: Comply with UL 83.

2.2 METAL-CLAD CABLE, TYPE MC

- A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.

B. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Comply with UL 1569.
3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

C. Circuits:

1. Single circuit

D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors

E. Ground Conductor: Insulated.

F. Conductor Insulation:

1. Type THWN-2: Comply with UL 83.

G. Armor: Steel, interlocked.

H. Jacket: PVC applied over armor.

## 2.3 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.

## PART 3 - EXECUTION

### 3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders:

1. Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
2. Copper for feeders smaller than No. 4 AWG; copper or aluminum for feeders No. 4 AWG and larger. Conductors must be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits:

1. Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Feeders: Type THWN-2, single conductors in raceway
- B. Feeders concealed in ceilings, walls, partitions, and crawlspaces: Type THWN-2. Single conductors in raceway and exposed branch circuits, including in crawlspaces: Type THWN-2.
- C. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THWN-2, single conductors in raceway.

3.3 INSTALLATION, GENERAL

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B. All connections within the Classified areas within each Hangar are to be made within Class 1, Division 2 rated electrical connectors and fittings. See the project Drawings for Classified areas within the Hangars.
- B. Make splices, terminations, and taps that are compatible with conductor material at outlets: Install conductor at each outlet, with at least 6 inch (150 mm) of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
2. Perform each of the following visual and electrical tests:
  - a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
  - b. Test bolted connections for high resistance using one of the following:
    - 1) A low-resistance ohmmeter.
    - 2) Calibrated torque wrench.
  - c. Inspect compression-applied connectors for correct cable match and indentation.
  - d. Inspect for correct identification.
  - e. Inspect cable jacket and condition.
  - f. Continuity test on each conductor and cable.
  - g. Uniform resistance of parallel conductors.

B. Cables will be considered defective if they do not pass tests and inspections.

C. Prepare test and inspection reports to record the following:

1. Procedures used.
2. Results that comply with requirements.
3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION 260519



SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Burndy; Part of Hubbell Electrical Systems.
  - 2. ILSCO.
  - 3. O-Z/Gedney; a brand of Emerson Industrial Automation.
  - 4. Or Equal.

2.3 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B3.

2. Stranded Conductors: ASTM B8.
3. Tinned Conductors: ASTM B33.
4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inch (41 mm) wide and 1/16 inch (1.6 mm) thick.
7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inch (41 mm) wide and 1/16 inch (1.6 mm) thick.

## 2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Compression-Type Bus-Bar Connectors: Copper or copper alloy, with two wire terminals.
- C. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- D. Conduit Hubs: Mechanical type, terminal with threaded hub.

## PART 3 - EXECUTION

### 3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

### 3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
  1. Feeders and branch circuits.
  2. Lighting circuits.
  3. Receptacle circuits.
  4. Flexible raceway runs.

### 3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

3.4 FIELD QUALITY CONTROL

- A. Tests and Inspections:
  - 1. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
- B. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

## SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Support, anchorage, and attachment components.
2. Fabricated metal equipment support assemblies.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
  - a. Slotted support systems, hardware, and accessories.
  - b. Clamps.
  - c. Hangers.
  - d. Sockets.
  - e. Eye nuts.
  - f. Fasteners.
  - g. Anchors.
  - h. Saddles.
  - i. Brackets.
2. Include rated capacities and furnished specialties and accessories.

B. Shop Drawings: For fabrication and installation details for electrical hangers and support systems.

1. Hangers. Include product data for components.
2. Slotted support systems.
3. Equipment supports.

### PART 2 - PRODUCTS

#### 2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32 inch (10 mm) diameter holes at a maximum of 8 inch (200 mm) on center in at least one surface.
1. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.

2. Material for Channel, Fittings, and Accessories: Galvanized steel Retain first option in "Channel Width" Subparagraph below to allow Contractor to select size of slotted support system.
  3. Channel Width: Selected for applicable load criteria.
  4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
  5. Channel Width: Selected for applicable load criteria
- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

### PART 3 - EXECUTION

#### 3.1 SELECTION

- A. Comply with the following standards for selection and installation of hangers and supports, except where requirements on Drawings or in this Section are stricter:
1. NECA NEIS 101
- B. Comply with requirements for raceways and boxes specified in Section 260533 "Raceway and Boxes for Electrical Systems."

#### 3.2 INSTALLATION OF SUPPORTS

- A. Comply with NECA NEIS 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: Utilize methods described in NECA NEIS 1.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static load used for strength determination must be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
1. To Wood: Fasten with lag screws or through bolts.
  2. To New Concrete: Bolt to concrete inserts.
  3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  4. To Existing Concrete: Expansion anchor fasteners.
  5. To Light Steel: Sheet metal screws.

6. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.

END OF SECTION 260529

SECTION 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Type RMC or Epoxy coated RMC.
2. Type EPEC raceways and fittings.
3. Type ERMC-A and Type ERMC-SS raceways, elbows, couplings, and nipples.
4. Type ERMC-S raceways, elbows, couplings, and nipples.
5. Fittings for conduit, tubing, and cable.
6. Threaded metal joint compound.
7. Strut-type channel raceways and fittings.
8. Metallic outlet boxes, device boxes, rings, and covers.
9. Termination boxes.
10. Cabinets, cutout boxes, junction boxes, pull boxes, and miscellaneous enclosures.
11. Cover plates for device boxes.

B. Related Requirements:

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Cabinets, cutout boxes, and miscellaneous enclosures.

PART 2 - PRODUCTS

2.1 TYPE ERMC-A AND TYPE ERMC-SS RACEWAYS, ELBOWS, COUPLINGS, AND NIPPLES

2.2 TYPE ERMC-S RACEWAYS, ELBOWS, COUPLINGS, AND NIPPLES

A. Galvanized-Steel Electrical Rigid Metal Conduit (ERMC-S-G), Elbows, Couplings, and Nipples:

1. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standards: UL 6 and UL Category Control Number DYIX.
    - 2) Exterior Coating: Zinc.
    - 3) Interior Coating: Zinc.

- c. Options:
  - 1) Minimum Trade Size: 3/4 inch (21 mm).

## 2.3 FITTINGS FOR CONDUIT, TUBING, AND CABLE

### A. Fittings for Type ERM, Type IMC, Type PVC, Type EPEC, and Type RTRC Raceways:

- 1. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standards: UL 514B and UL Category Control Number DWTT.
    - 2) Material: Steel.
    - 3) Coupling Method: Threaded coupling.
  - c. Options:
    - 1) Conduit Fittings for Hazardous (Classified) Locations: UL 1203.

## 2.4 METALLIC OUTLET BOXES, DEVICE BOXES, RINGS, AND COVERS

### A. Metallic Outlet Boxes:

- 1. Description: Box having pryout openings, knockouts, threaded entries, or hubs in either the sides of the back, or both, for entrance of conduit, conduit or cable fittings, or cables, with provisions for mounting outlet box cover, but without provisions for mounting wiring device directly to box.
- 2. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standards: UL 514A and UL Category Control Number QCIT.

### B. Metallic Conduit Bodies:

- 1. Description: Means for providing access to interior of conduit or tubing system through one or more removable covers at junction or terminal point. In the United States, conduit bodies are listed in accordance with outlet box requirements.
- 2. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standards: UL 514A and UL Category Control Number QCIT.

### C. Metallic Device Boxes:



1. Description: Box with provisions for mounting wiring device directly to box.
2. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standards: UL 514A and UL Category Control Number QCIT.

## 2.5 CABINETS, CUTOUT BOXES, JUNCTION BOXES, PULL BOXES, AND MISCELLANEOUS ENCLOSURES

### A. Indoor Sheet Metal Cabinets:

1. Description: Enclosure provided with frame, mat, or trim in which swinging door or doors are or can be hung.
2. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standards: UL Category Control Number CYIV.
      - a) Non-Environmental Characteristics: UL 50.
      - b) Environmental Characteristics: UL 50E.

### B. Indoor Sheet Metal Cutout Boxes:

1. Description: Enclosure that has swinging doors or covers secured directly to and telescoping with walls of enclosure.
2. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standards: UL Category Control Number CYIV.
      - a) Non-Environmental Characteristics: UL 50.
      - b) Environmental Characteristics: UL 50E.

### C. Indoor Sheet Metal Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
2. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:

- 1) Reference Standards: UL Category Control Number BGUZ.
  - a) Non-Environmental Characteristics: UL 50.
  - b) Environmental Characteristics: UL 50E.

D. Indoor Cast-Metal Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
2. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standards: UL Category Control Number BGUZ.
      - a) Non-Environmental Characteristics: UL 50.
      - b) Environmental Characteristics: UL 50E.

E. Indoor Sheet Metal Miscellaneous Enclosures:

1. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standards:
      - a) UL 1773 and UL Category Control Number XCKT.
      - b) Non-Environmental Characteristics: UL 50.
      - c) Environmental Characteristics: UL 50E.

## 2.6 COVER PLATES FOR DEVICES BOXES

A. Metallic Cover Plates for Device Boxes:

- 1.
2. Applicable Standards:
  - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - b. General Characteristics:
    - 1) Reference Standards: UL 514D and UL Category Control Numbers QCIT and QCMZ.
    - 2) Wallplate-Securing Screws: Metal with head color to match wallplate finish.
  - c. Options:

- 1) Damp and Wet Locations: Listed, labeled, and marked for location and use. Provide gaskets and accessories necessary for compliance with listing.
- 2) Wallplate Material: 0.032 inch (0.8 mm) thick Type 302/304 non-magnetic stainless steel with brushed finish.

### PART 3 - EXECUTION

#### 3.1 SELECTION OF RACEWAYS

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of raceways. Consult Architect for resolution of conflicting requirements.
- B. Outdoors:
  1. Exposed Conduit: RMC.
  2. Concealed Conduit, Aboveground: RMC.
- C. Indoors:
  1. Hazardous Classified Locations: ERM C.
  2. Exposed and Subject to Physical Damage: ERM C. Raceway locations include the following:
    - a. Loading docks.
    - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
    - c. Mechanical rooms.
  3. Exposed, Not Subject to Physical Damage: ERM C.
- D. Raceway Fittings: Select fittings in accordance with NEMA FB 2.10 guidelines.
  1. ERM C and IM C: Provide threaded type fittings unless otherwise indicated.

#### 3.2 SELECTION OF BOXES AND ENCLOSURES

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of boxes and enclosures. Consult Architect for resolution of conflicting requirements.
- B. Degree of Protection:
  1. Indoors:
    - a. Type 1 unless otherwise indicated.
- C. Exposed Boxes Installed Less Than 6.5 ft. (2 m) Above Floor:
  1. Provide exposed cover. Flat covers with angled mounting slots or knockouts are prohibited.

### 3.3 INSTALLATION OF RACEWAYS

#### A. Installation Standards:

1. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for installation of raceways. Consult Architect for resolution of conflicting requirements.
2. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
3. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
4. Comply with NECA NEIS 101 for installation of steel raceways.
5. Comply with NECA NEIS 102 for installation of aluminum raceways.
6. Install raceways square to the enclosure and terminate at enclosures without hubs with locknuts on both sides of enclosure wall. Install locknuts hand tight, plus one-quarter turn more.
7. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4 inch (35 mm) trade size and insulated throat metal bushings on 1-1/2 inch (41 mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
8. Raceway Terminations at Locations Subject to Moisture or Vibration:
  - a. Provide insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

#### B. General Requirements for Installation of Raceways:

1. Complete raceway installation before starting conductor installation.
2. Provide stub-ups through floors with coupling threaded inside for plugs, set flush with finished floor. Plug coupling until conduit is extended above floor to final destination or a minimum of 2 ft. (0.6 m) above finished floor.
3. Install no more than equivalent of three 90-degree bends in conduit run, except for control wiring conduits, for which no more than equivalent of two 90-degree fewer bends are permitted. Support within 12 inch (300 mm) of changes in direction.
4. Make bends in raceway using large-radius preformed ells except for parallel bends. Field bending must be in accordance with NFPA 70 minimum radii requirements. Provide only equipment specifically designed for material and size involved.
5. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
6. Support conduit within 12 inch (300 mm) of enclosures to which attached.
7. Install raceway sealing fittings at accessible locations in accordance with NFPA 70 and fill them with listed sealing compound. For concealed raceways, install fitting in flush steel box with blank cover plate having finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings in accordance with NFPA 70.
8. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal interior of raceways at the following points:
  - a. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.

- b. Where an underground service raceway enters a building or structure.
  - c. Conduit extending from interior to exterior of building.
  - d. Conduit extending into pressurized duct and equipment.
  - e. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
  - f. Where otherwise required by NFPA 70.
- 9. Do not install raceways or electrical items on "explosion-relief" walls or rotating equipment.
  - 10. Do not install conduits within 2 inch (50 mm) of the bottom side of a metal deck roof.
  - 11. Keep raceways at least 6 inch (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
  - 12. Cut conduit perpendicular to the length. For conduits 2 inch (53 mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length. Ream inside of conduit to remove burrs.
  - 13. Install pull wires in empty raceways. Provide polypropylene or monofilament plastic line with not less than 200 lb (90 kg) tensile strength. Leave at least 12 inch (300 mm) of slack at both ends of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
  - 14. Types ERM and IMC:
    - a. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound that maintains electrical conductivity to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

### 3.4 INSTALLATION OF BOXES AND ENCLOSURES

- A. Provide boxes in wiring and raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures.
- B. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to bottom of box unless otherwise indicated.
- C. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- D. Locate boxes so that cover or plate will not span different building finishes.
- E. Support boxes in recessed ceilings independent of ceiling tiles and ceiling grid.
- F. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for purpose.
- G. Fasten junction and pull boxes to, or support from, building structure. Do not support boxes by conduits.

- H. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to ensure a continuous ground path.

### 3.5 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

### 3.6 CLEANING

- A. Boxes: Remove construction dust and debris from device boxes, outlet boxes, and floor-mounted enclosures before installing wallplates, covers, and hoods.

END OF SECTION 260533

## SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Labels.
  - 2. Bands and tubes.
  - 3. Tapes and stencils.
  - 4. Tags.
  - 5. Cable ties.
  - 6. Miscellaneous identification products.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electrical identification products.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1.
- B. Comply with NFPA 70.

#### 2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 600 V or Less:
  - 1. Black letters on an orange field.
  - 2. Legend: Indicate voltage and system or service type.
- B. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.

1. Color shall be factory applied
2. Colors for 208/120-V Circuits:
  - a. Phase A: Black.
  - b. Phase B: Red.
  - c. Phase C: Blue.
3. Colors for 240-V Circuits:
  - a. Phase A: Black.
  - b. Phase B: Red.

C. Warning Label Colors:

1. Identify system voltage with black letters on an orange background.
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

D. Equipment Identification Labels:

1. Black letters on a white field.

## 2.3 LABELS

- A. Self-Adhesive Labels: Polyester, thermal, transfer-printed, 3-mil- (0.08-mm-) thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.
1. Minimum Nominal Size:
    - a. 1-1/2 by 6 inches (37 by 150 mm) for raceway and conductors.

## 2.4 BANDS AND TUBES

- A. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameter and shrunk to fit firmly. Full shrink recovery occurs at a maximum of 200 deg F (93 deg C). Comply with UL 224.

## 2.5 TAPES AND STENCILS

- A. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.

## 2.6 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
1. Minimum Width: 3/16 inch (5 mm).



2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D638: 12,000 psi (82.7 MPa).
3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black, except where used for color-coding.

## 2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

### 3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify identity of each item before installing identification products.
- D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- G. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
  1. Secure tight to surface of conductor, cable, or raceway.
- H. Vinyl Wraparound Labels:

1. Secure tight to surface of raceway or cable at a location with high visibility and accessibility.
  2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
- I. Snap-around Labels: Secure tight to surface at a location with high visibility and accessibility.
- J. Self-Adhesive Wraparound Labels: Secure tight to surface at a location with high visibility and accessibility.
- K. Self-Adhesive Labels:
1. On each item, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
  2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
- L. Snap-around Color-Coding Bands: Secure tight to surface at a location with high visibility and accessibility.
- M. Heat-Shrink, Preprinted Tubes: Secure tight to surface at a location with high visibility and accessibility.
- N. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.
- O. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.
1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.
  2. Limit use of underground-line warning tape to direct-buried cables.
  3. Install underground-line warning tape for direct-buried cables and cables in raceways.
- P. Metal Tags:
1. Place in a location with high visibility and accessibility.
  2. Secure using general-purpose cable ties.
- Q. Cable Ties: General purpose, for attaching tags, except as listed below:
1. Outdoors: UV-stabilized nylon.
  2. In Spaces Handling Environmental Air: Plenum rated.

END OF SECTION 260553

## SECTION 262726 - WIRING DEVICES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Standard-grade receptacles, 125 V, 20 A.
  - 2. GFCI receptacles, 125 V, 20 A.
  - 3. Toggle switches, 120/277 V, 20 A.
  - 4. Wall plates.

#### 1.3 DEFINITIONS

- A. GFCI: Ground-fault circuit interrupter.
- B. Pigtail: Short lead used to connect a device to a branch-circuit conductor.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

## WIRING DEVICES

## PART 2 - PRODUCTS

### 2.1 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Comply with NFPA 70.
- C. RoHS compliant.
- D. Comply with NEMA WD 1.
- E. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
  - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
  - 2. Devices shall comply with requirements in this Section.
- F. Devices for Owner-Furnished Equipment:
  - 1. Receptacles: Match plug configurations.
  - 2. Cord and Plug Sets: Match equipment requirements.
- G. Device Color:
  - 1. Wiring Devices Connected to Normal Power System: White unless otherwise indicated or required by NFPA 70 or device listing.
- H. Wall Plate Color: For plastic covers, match device color.
- I. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

### 2.2 STANDARD-GRADE RECEPTACLES, 125 V, 20 A

- A. Duplex Receptacles, 125 V, 20 A :
  - 1. Description: Two pole, three wire, and self-grounding.
  - 2. Configuration: NEMA WD 6, Configuration 5-20R.
  - 3. Standards: Comply with UL 498 and FS W-C-596.

### 2.3 GFCI RECEPTACLES, 125 V, 20 A

- A. Duplex GFCI Receptacles, 125 V, 20 A :
  - 1. Description: Integral GFCI with "Test" and "Reset" buttons and LED indicator light. Two pole, three wire, and self-grounding.
  - 2. Configuration: NEMA WD 6, Configuration 5-20R.

## WIRING DEVICES

3. Type: Feed through.
4. Standards: Comply with UL 498, UL 943 Class A, and FS W-C-596.

## 2.4 WALL PLATES

- A. Single Source: Obtain wall plates from same manufacturer of wiring devices.
- B. Single and combination types shall match corresponding wiring devices.
  1. Plate-Securing Screws: Metal with head color to match plate finish.
  2. Material for Finished Spaces: Smooth, high-impact thermoplastic.
  3. Material for Unfinished Spaces: Smooth, high-impact thermoplastic.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
  1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes, and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
  2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
  3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
  4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
  1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
  2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
  3. The length of free conductors at outlets for devices shall comply with NFPA 70, Article 300, without pigtails.
  4. Existing Conductors:
    - a. Cut back and pigtail or replace all damaged conductors.
    - b. Straighten conductors that remain and remove corrosion and foreign matter.
    - c. Pigtail existing conductors is permitted, provided the outlet box is large enough.
- D. Device Installation:

## WIRING DEVICES

1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

### 3.2 GFCI RECEPTACLES

- A. Install non-feed-through GFCI receptacles where protection of downstream receptacles is not required.

### 3.3 IDENTIFICATION

- A. Comply with Section 260553 "Identification for Electrical Systems."
- B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

### 3.4 FIELD QUALITY CONTROL

- A. Test Instruments: Use instruments that comply with UL 1436.

## WIRING DEVICES

- B. Test Instrument for Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- C. Perform the following tests and inspections:
  - 1. Test Instruments: Use instruments that comply with UL 1436.
  - 2. Test Instrument for Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- D. Tests for Receptacles:
  - 1. Line Voltage: Acceptable range is 105 to 132 V.
  - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
  - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
  - 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
  - 5. Using the test plug, verify that the device and its outlet box are securely mounted.
  - 6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault-current path, defective devices, or similar problems. Correct circuit condition, remove malfunctioning units, and replace with new ones. Retest as specified above.
- E. Wiring device will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.

END OF SECTION 262726

## SECTION 265119 - LED INTERIOR LIGHTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Linear industrial.
  - 2. Surface mount, linear.
  - 3. Materials.
  - 4. Luminaire support.

- B. Related Requirements:

#### 1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. LED: Light-emitting diode.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.
- H. Shop Drawings: For nonstandard or custom luminaires.
  - 1. Include plans, elevations, sections, and mounting and attachment details.
  - 2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Include diagrams for power, signal, and control wiring.
- I. Product Schedule: For luminaires and lamps
- J. Qualification Data: For testing laboratory providing photometric data for luminaires.

## LED INTERIOR LIGHTING



- K. Seismic Qualification Data: For luminaires, accessories, and components, from manufacturer.
  - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- L. Product Certificates: For each type of luminaire.
- M. Sample Warranty: For each type of luminaire.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires and lighting systems to include in operation and maintenance manuals.
  - 1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

#### 1.5 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications:
  - 1. Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
  - 2. Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products, and complying with the applicable IES testing standards.
- B. Provide luminaires from a single manufacturer for each luminaire type.
- C. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

#### 1.7 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
- B. Warranty Period: Five year(s) from date of Substantial Completion.

#### LED INTERIOR LIGHTING

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance:
  - 1. Luminaires shall withstand the effects of earthquake motions determined in accordance with ASCE/SEI 7.
  - 2. Luminaires and lamps shall be labeled vibration and shock resistant.
- B. Ambient Temperature: 41 to 120 deg F (5 to 49 deg C).
  - 1. Relative Humidity: Zero to 95 percent.
- C. Altitude: Sea level to 1000 feet (300 m).

### 2.2 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
  - 1. Label shall include the following lamp characteristics:
    - a. "USE ONLY" and include specific lamp type.
    - b. Lamp diameter, shape, size, wattage, and coating.
    - c. CCT and CRI.
- C. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
- D. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.
- E. California Title 24 compliant.

### 2.3 LINEAR INDUSTRIAL >.

- A. Lamp:
  - 1. Minimum 5,000 lm.
  - 2. Minimum allowable efficacy of 80 lm/W.
  - 3. CRI of minimum 80 . CCT of 4000 K.
  - 4. Rated lamp life of 50,000 hours to L70.
  - 5. Internal driver.

## LED INTERIOR LIGHTING

6. Lens Thickness: At least 0.125-inch (3.175-mm) minimum unless otherwise indicated.

B. Housings:

1. Extruded aluminum housing and heat sink.
2. Powder-coat finish.

C. Housing and Heat Sink Rating:

1. Class 1, Division 2 Group D.

D. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Components are designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

1. Acrylic Diffusers: One hundred percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
2. Glass: Annealed crystal glass unless otherwise indicated.
3. Lens Thickness: At least 0.125-inch (3.175-mm) minimum unless otherwise indicated.

E. With integral mounting provisions.

F. Standards:

1. ENERGY STAR certified.
2. RoHS compliant.

## 2.4 MATERIALS

A. Metal Parts:

1. Free of burrs and sharp corners and edges.
2. Sheet metal components shall be steel unless otherwise indicated.
3. Form and support to prevent warping and sagging.

B. Steel:

1. ASTM A36/A36M for carbon structural steel.
2. ASTM A568/A568M for sheet steel.

C. Stainless Steel:

1. Manufacturer's standard grade.
2. Manufacturer's standard type, ASTM A240/240M.

D. Galvanized Steel: ASTM A653/A653M.

E. Aluminum: ASTM B209.

## LED INTERIOR LIGHTING

2.5 METAL FINISHES

- A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.6 LUMINAIRE SUPPORT

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch (13-mm) steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.
- C. Wires: ASTM A641/A641M, Class 3, soft temper, zinc-coated steel, 12 gauge.
- D. Rod Hangers: 3/16-inch (5-mm) minimum diameter, cadmium-plated, threaded steel rod.
- E. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Install lamps in each luminaire.
- D. Supports:
  - 1. Sized and rated for luminaire weight.
  - 2. Able to maintain luminaire position after cleaning and relamping.
  - 3. Provide support for luminaire without causing deflection of ceiling or wall.
  - 4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.

LED INTERIOR LIGHTING

- E. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

### 3.3 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

### 3.4 FIELD QUALITY CONTROL

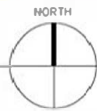
- A. Perform the following tests and inspections:
  - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
  - 2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.
- B. Luminaire will be considered defective if it does not pass operation tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 265119

# MYF ELECTRICAL SYSTEM UPGRADES



VICINITY MAP



KEY MAP



ELECTRICAL SHEET INDEX			
SHEET NUMBER	TITLE SHEET	SHEET NUMBER	SHEET TITLE
T-01	TITLE SHEET	E-28	HANGAR 27 - ELECTRICAL ENLARGED FLOOR PLAN
T-02	ELECTRICAL SITE PLAN	E-29	HANGAR 28 - ELECTRICAL ENLARGED FLOOR PLAN
E-00	GENERAL NOTES AND SYMBOLS	E-30	HANGAR 29 - ELECTRICAL ENLARGED FLOOR PLAN
E-01	EXISTING OVERALL ELECTRICAL POWER PLAN	E-31	HANGAR 30 - ELECTRICAL ENLARGED FLOOR PLAN
E-02	OVERALL ELECTRICAL SITE PLAN	E-32	HANGAR 31 - ELECTRICAL ENLARGED FLOOR PLAN
E-03	HANGAR 01 - ELECTRICAL ENLARGED FLOOR PLAN	E-33	HANGAR 32 - ELECTRICAL ENLARGED FLOOR PLAN
E-04	HANGAR 02 - ELECTRICAL ENLARGED FLOOR PLAN	E-34	HANGAR 33 - ELECTRICAL ENLARGED FLOOR PLAN
E-05	HANGAR 03 - ELECTRICAL ENLARGED FLOOR PLAN	E-35	HANGAR 34 - ELECTRICAL ENLARGED FLOOR PLAN
E-06	HANGAR 04 - ELECTRICAL ENLARGED FLOOR PLAN	E-36	HANGAR 35 - ELECTRICAL ENLARGED FLOOR PLAN
E-07	HANGAR 05 - ELECTRICAL ENLARGED FLOOR PLAN	E-37	HANGAR 36 - ELECTRICAL ENLARGED FLOOR PLAN
E-08	HANGAR 06 - ELECTRICAL ENLARGED FLOOR PLAN	E-38	HANGAR 37 - ELECTRICAL ENLARGED FLOOR PLAN
E-09	HANGAR 07 - ELECTRICAL ENLARGED FLOOR PLAN	E-39	HANGAR 38 - ELECTRICAL ENLARGED FLOOR PLAN
E-10	HANGAR 08 - ELECTRICAL ENLARGED FLOOR PLAN	E-40	TYPICAL AIRCRAFT ELEVATION
E-11	HANGAR 09 - ELECTRICAL ENLARGED FLOOR PLAN	E-41	METER PEDESTAL SINGLE LINE DIAGRAM
E-12	HANGAR 10 - ELECTRICAL ENLARGED FLOOR PLAN	E-42	HANGAR 09 (PS-9) SINGLE LINE DIAGRAM
E-13	HANGAR 11 - ELECTRICAL ENLARGED FLOOR PLAN	E-43	ELECTRICAL SCHEDULES
E-14	HANGAR 12 - ELECTRICAL ENLARGED FLOOR PLAN	E-44	ELECTRICAL SCHEDULES
E-15	HANGAR 13 - ELECTRICAL ENLARGED FLOOR PLAN	E-45	ELECTRICAL SCHEDULES
E-16	HANGAR 14 - ELECTRICAL ENLARGED FLOOR PLAN	E-46	ELECTRICAL SCHEDULES
E-17	HANGAR 15 - ELECTRICAL ENLARGED FLOOR PLAN	E-47	ELECTRICAL DETAILS
E-18	HANGAR 16 - ELECTRICAL ENLARGED FLOOR PLAN	E-48	ELECTRICAL DETAILS
E-19	HANGAR 17 - ELECTRICAL ENLARGED FLOOR PLAN	E-49	HANGAR PHOTOMETRIC PLANS
E-20	HANGAR 18 - ELECTRICAL ENLARGED FLOOR PLAN	E-50	HANGAR PHOTOMETRIC PLANS
E-21	HANGAR 20 - ELECTRICAL ENLARGED FLOOR PLAN	E-51	HANGAR PHOTOMETRIC PLANS
E-22	HANGAR 21 - ELECTRICAL ENLARGED FLOOR PLAN	E-52	HANGAR PHOTOMETRIC PLANS
E-23	HANGAR 22 - ELECTRICAL ENLARGED FLOOR PLAN	E-53	HANGAR DIMENSIONS
E-24	HANGAR 23 - ELECTRICAL ENLARGED FLOOR PLAN	E-54	HANGAR DIMENSIONS
E-25	HANGAR 24 - ELECTRICAL ENLARGED FLOOR PLAN	E-55	HANGAR DIMENSIONS
E-26	HANGAR 25 - ELECTRICAL ENLARGED FLOOR PLAN	E-56	HANGAR DIMENSIONS
E-27	HANGAR 26 - ELECTRICAL ENLARGED FLOOR PLAN		

OWNER: CITY OF SAN DIEGO  
 PROJECT ADDRESS: 3750 JOHN J MONTGOMERY DR, SAN DIEGO, CA 92123  
 ASSESSOR'S PARCEL NUMBER: APN 760-222-08

LEGAL DESCRIPTION: ALL OF LOT 8A OF MONTGOMERY-GIBBS EXECUTIVE AIRPORT IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO CITY OF SAN DIEGO DRAWING THER20F NO 13248-2-D AS APPROVED BY THE FEDERAL AVIATION ADMINISTRATION (FAA) AND FILED WITH THE SAN DIEGO CITY CLERK ON DECEMBER 22, 1978 AS DOCUMENT NO 785235

### SCOPE OF WORK

PROVIDE NEC ARTICLE 513 CODE COMPLIANCE BY REMOVING ELECTRICAL DEVICES THAT ARE CURRENTLY INSTALLED WITHIN THE FIVE-FOOT (5 FT) "ZONE" SURROUNDING AIRCRAFT FUEL SOURCES (INCLUDING TANK, ENGINE, AND RELATED COMPONENTS) WITHIN THE HANGARS, AND EITHER RELOCATING THE DEVICES TO OUTSIDE THE "ZONE" OR REPLACING THEM WITH CLASS 1 DIVISION RATED DEVICES AT EXISTING LOCATIONS WITHIN THE "ZONE". DEVICES INCLUDE LIGHTING FIXTURES, LIGHTING CONTROL COMPONENTS (SWITCHES AND OCCUPANCY SENSORS), POWER DISTRIBUTION PANELS, CONDUIT/CONDUCTORS, RECEPTACLES, TELEPHONE (PATHWAYS AND TELEPHONE/DATA JACKS), ALARM SYSTEMS, AND ALL OTHER ELECTRICAL DEVICES/SYSTEMS. SEE PROJECT DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

### CONSTRUCT ON STORM WATER PROTECTION NOTES

- TOTAL SITE DISTURBANCE AREA (ABRES) 0.0 ACRES (Indoors)  
 HYDROLOGIC UNIT # WATERSHED San Diego / San Diego River  
 HYDROLOGIC SUBAREA NAME & NO. Mixed San Diego / 001-11
  - THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
    - WPCP (MINOR WPCP)  
 THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
    - SWPPP  
 THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
- TRADITIONAL RISK LEVEL 1  2  3   
 LUP RISK TYPE 1  2  3



### DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 0705 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

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

*[Signature]*  
 RCE NO. E21213      09/30/23      09/09/22  
 EXP      DATE

T-01

### MYF ELECTRICAL SYSTEM UPGRADES

### TITLE SHEET

CITY OF SAN DIEGO, CALIFORNIA  
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT  
 SHEET 1 OF 58 SHEETS

WBS B-18C34

DATE: 09/09/22  
 DATE: 09/09/22  
 DATE: 09/09/22

APPROVED BY: [Signature]  
 DATE: 09/09/22

DESCRIPTION: ADDENDUM C  
 BY: EPI  
 APPROVED: [Signature]  
 DATE: 09/09/22

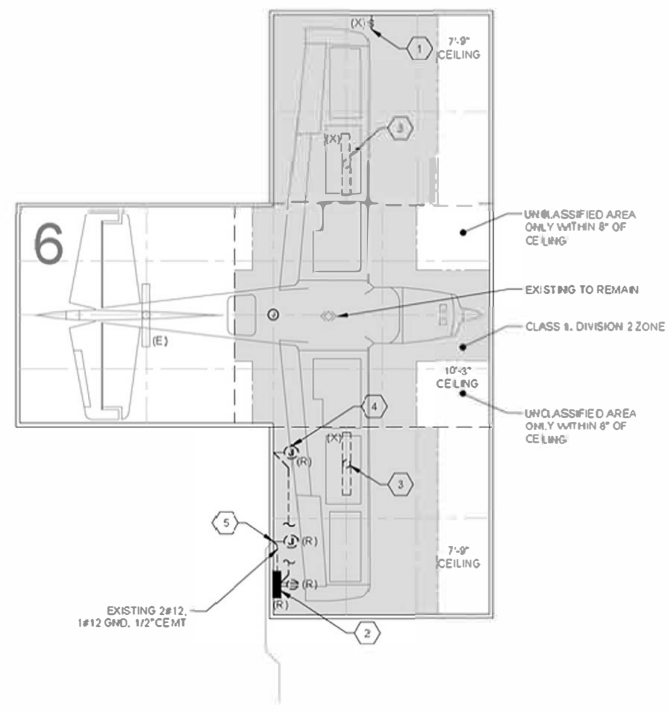
CONTRACTOR: [Blank]  
 DATE STARTED: [Blank]  
 DATE COMPLETED: 07/27-1-D

CONSTRUCTION CHANGE / ADDENDUM		
CHANGE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
ADD	E-08, E-38, E-11, E-32	

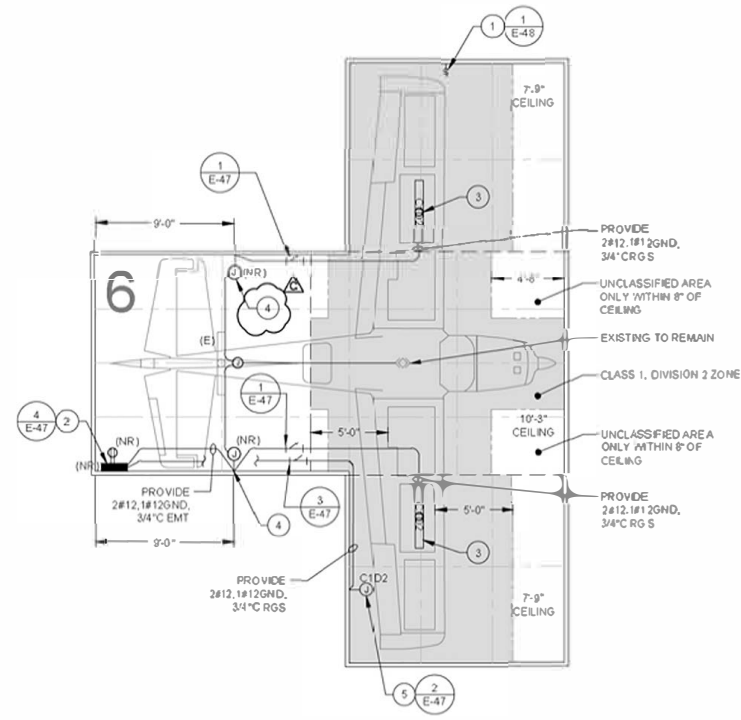
WARNING  
 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

- DEMOLITION KEY NOTES**
- 1 LIGHT SWITCH AND EXPOSED LV CONTROL WIRING TO BE REMOVED
  - 2 RELOCATE PANELBOARD, RECEPTACLE, AND ASSOCIATED FEEDER IN EMT CONDUIT
  - 3 DISCONNECT AND REMOVE LIGHT FIXTURE
  - 4 RELOCATE JUNCTION BOX AND RECEPTACLE
  - 5 DISCONNECT AND REMOVE JUNCTION BOX, AND EMT CONDUIT - SAFE-OFF CIRCUIT FOR FUTURE USE

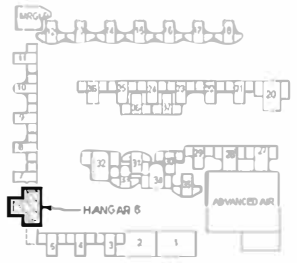
- NEW WORK KEY NOTES**
- 1 REPLACE EXISTING LIGHT SWITCH WITH EXPLOSION PROOF RATED SWITCH. PROVIDE 3/4" C RGS, 2#12, 1#12 GND
  - 2 NEW LOCATION OF PANELBOARD, RECEPTACLE AND FEEDERS. RECEPTACLE MOUNTING HEIGHT SHALL BE MINIMUM OF 36" AFF
  - 3 REPLACE EXISTING LIGHT FIXTURE IN SAME LOCATION AS REMOVED FIXTURE. SEE FIXTURE SCHEDULE ON SHEET E-40. PROVIDE RGS CONDUIT TO ASSOCIATED JUNCTION BOX. PROVIDE CONDUIT SEALS AND EXPLOSION PROOF FITTINGS
  - 4 NEW LOCATION OF JUNCTION BOX
  - 5 MIN EXCEPT AND EXTEND CIRCUIT IN RGS CONDUIT. PROVIDE CLASS 1 DIVISION 2 RATED JUNCTION BOX AND RGS CONDUIT. PROVIDE CONDUIT SEALS AND EXPLOSION PROOF FITTINGS



**DEMOLITION**



**NEW WORK**



**KEY PLAN**

SCALE: NOT TO SCALE

**HANGAR 06 - ELECTRICAL ENLARGED FLOOR PLAN**

SCALE: 1/4" = 1'-0"



**SHEET NOTES**

- 1 SEE SHEET E-40 FOR CLASS 1, DIVISION 2 ZONES AROUND AIRCRAFT
- 2 FIELD VERIFY CONDUIT PENETRATING THE HANGERS PRIOR TO BIDDING
- 3 SOME OF THE HANGERS ARE SHAPED DIFFERENTLY. ALL THE PLANES IN THE HANGERS ARE DIFFERENT. "ZONE" WAS BASED ON TYPE OF PLANE THAT HAPPENED TO BE IN A PARTICULAR HANGAR AT THE TIME OF THE ASSESSMENT. A TYPICAL EXAMPLE OF THE "ZONE" IS SHOWN ON SHEET E-40

**E-08**

<b>MYF ELECTRICAL SYSTEM UPGRADES</b>		<b>HANGAR 06 - ELECTRICAL ENLARGED FLOOR PLAN</b>	
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 11 OF 52 SHEETS			
FOR CITY DESIGNER	DATE	09/02/22	WBS B-18C34
PROJECT NO.	DATE	09/02/22	PROJECT NO.
DESCRIPTION	BY	APPROVED	DATE FILED
ORIGINAL	EPI	[Signature]	09/02/22
ADDENDUM C	EPI	[Signature]	09/02/22
CONTRACTOR		DATE STARTED	407.47.11.0
INSPECTOR		DATE COMPLETED	

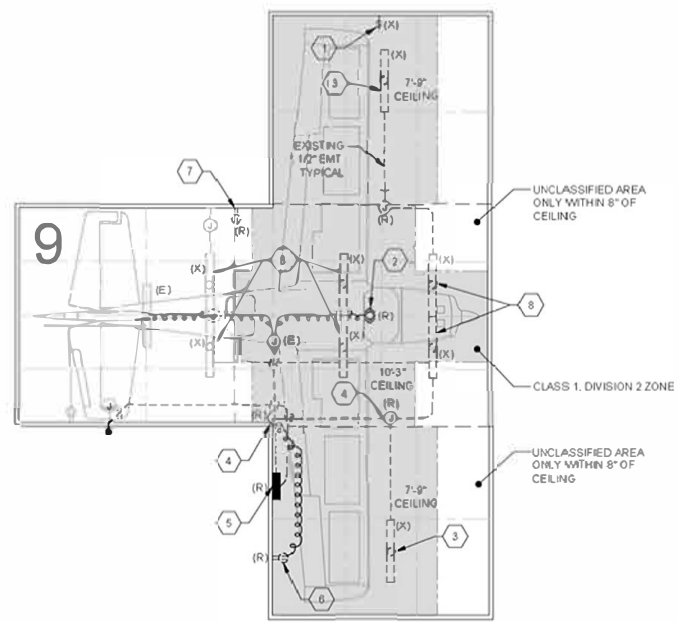


- DEMOLITION KEY NOTES**
- 1 LIGHT SWITCH AND EXPOSED LV CONTROL WIRING TO BE REMOVED
  - 2 DISCONNECT EXISTING OCCUPANCY SENSOR'S EXPOSED LV WIRING
  - 3 DISCONNECT AND REMOVE LIGHT FIXTURE
  - 4 RELOCATE JUNCTION BOX

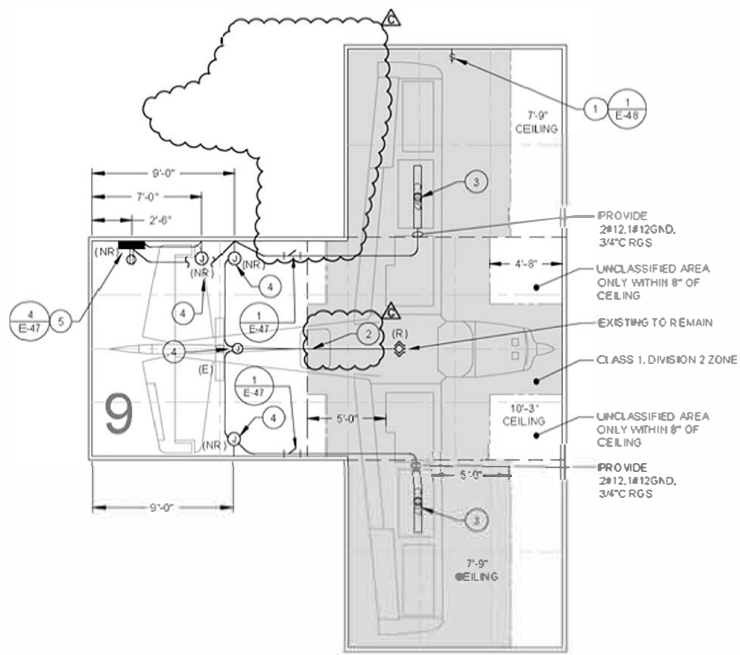
- 5 RELOCATE PANELBOARD AND ASSOCIATED FEEDER IN EMT CONDUIT
- 6 RELOCATE GFI RECEPTACLE
- 7 RELOCATE GFI RECEPTACLE
- 8 DISCONNECT AND REMOVE OWNER INSTALLED FIXTURE

- NEW WORK KEY NOTES**
- 1 REPLACE EXISTING LIGHT SWITCH WITH 1 EXPLOSION PROOF RATED SWITCH. PROVIDE 3/4" C RGS, 2#12, 1#12 GND.
  - 2 RE-ROUTE LV CONTROL WIRING IN EMT CONDUIT TO OCCUPANCY SENSOR.
  - 3 NEW LIGHT FIXTURE LOCATION (NOT SAME LOCATION AS OLD FIXTURE). SEE FIXTURE SCHEDULE ON SHEET E-40. PROVIDE RGS CONDUIT TO ASSOCIATED JUNCTION BOX. PROVIDE CONDUIT SEALS AND EXPLOSION PROOF FITTINGS.

- 4 NEW LOCATION OF JUNCTION BOX
- 5 NEW LOCATION OF PANELBOARD, RECEPTACLE AND FEEDERS



**DEMOLITION**



**NEW WORK**



**KEY PLAN**

SCALE: NOT TO SCALE

**HANGAR 09 - ELECTRICAL ENLARGED FLOOR PLAN**

SCALE: 1/4" = 1'-0"



**SHEET NOTES**

1. SEE SHEET E-40 FOR CLASS 1, DIVISION 2 ZONES AROUND AIRCRAFT.
2. FIELD VERIFY CONDUIT PENETRATING THE HANGARS PRIOR TO BIDDING.
3. SOME OF THE HANGARS ARE SHAPED DIFFERENTLY. ALL THE PLANES IN THE HANGARS ARE DIFFERENT. "ZONE" WAS BASED ON TYPE OF PLANE THAT HAPPENED TO BE IN A PARTICULAR HANGAR AT THE TIME OF THE ASSESSMENT. A TYPICAL EXAMPLE OF THE "ZONE" IS SHOWN ON SHEET E-40.



CONTRACTOR: EPI  
INSPECTOR: [Signature]

<b>MYF ELECTRICAL SYSTEM UPGRADES</b>			
<b>HANGAR 09 - ELECTRICAL ENLARGED FLOOR PLAN</b>			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT		WBS: B-18C34	
SHEET 14 OF 58 SHEETS			
DATE: 09-22-22	DATE: 09-22-22	DATE: 09-22-22	DATE: 09-22-22
DESIGNED BY: [Signature]	CHECKED BY: [Signature]	APPROVED BY: [Signature]	DATE: 09-22-22
PROJECT NO: 234-1723	PROJECT NAME: MYF ELECTRICAL UPGRADES	PROJECT CODE: 1874-0266	PROJECT OWNER: [Signature]
DATE STARTED: 09-22-22	DATE COMPLETED: 09-22-22	DATE STARTED: 09-22-22	DATE COMPLETED: 09-22-22

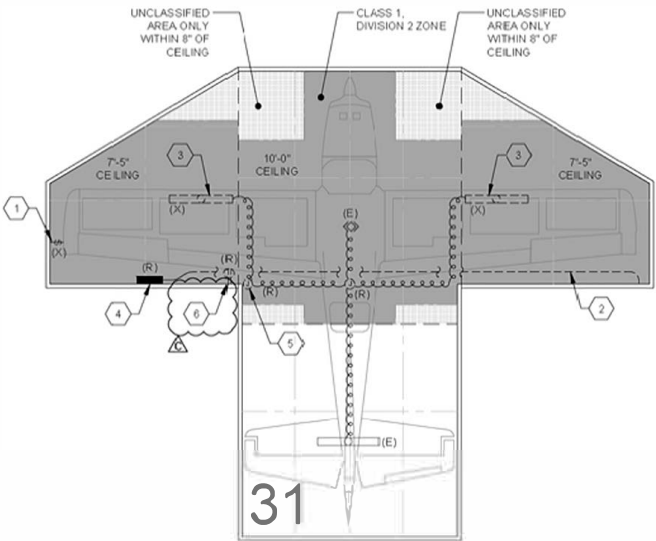


**DEMOLITION KEY NOTES**

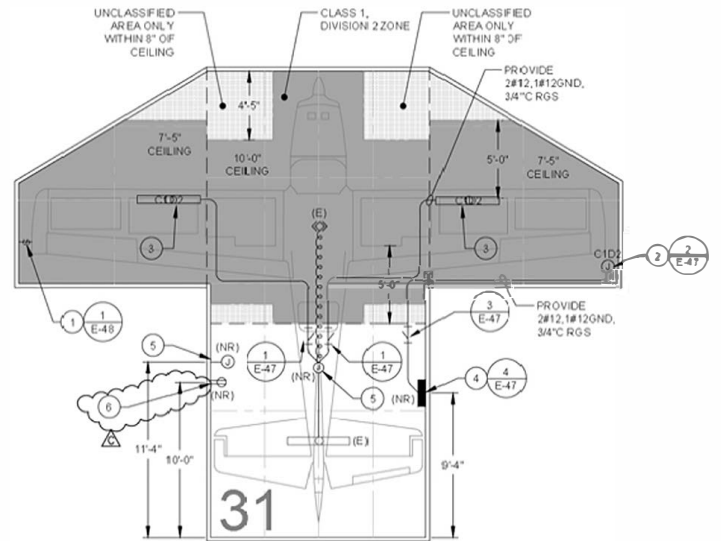
- 1 LIGHT SWITCH AND EXPOSED W/ CONTROL TO BE REMOVED
- 2 DISCONNECT AND REMOVE EMT CONDUIT SAFE-OFF CIRCUIT FOR FUTURE USE
- 3 DISCONNECT AND REMOVE LIGHT FIXTURE
- 4 RELOCATE PANELBOARD AND ASSOCIATED FEEDER IN EMT CONDUIT
- 5 RELOCATE JUNCTION BOX
- 6 RELOCATE RECEPTACLE

**NEW WORK KEY NOTES**

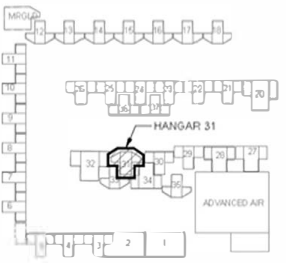
- 1 REPLACE EXISTING LIGHT SWITCH WITH EXPLOSION PROOF RATED SWTCH-1 PROVIDE 3/4" C RGS, 2#12, #12 GND
- 2 INTERCEPT AND EXTEND CIRCUIT IN RGS CONDUIT PROVIDE CLASS 1 DIVISION 2 RATED JUNCTION BOX AND RGS CONDUIT PROVIDE CONDUIT SEALS AND EXPLOSION PROOF FITTINGS
- 3 REPLACE EXISTING LIGHT FIXTURE IN SAME LOCATION AS REMOVED FIXTURE SEE FIXTURE SCHEDULE ON SHEET E-40 PROVIDE RGS CONDUIT TO ASSOCIATED JUNCTION BOX PROVIDE CONDUIT SEALS AND EXPLOSION PROOF FITTINGS
- 4 NEW LOCATION OF PANELBOARD, AND FEEDERS
- 5 NEW LOCATION OF JUNCTION BOX AND ASSOCIATED MC CABLES AND EMT
- 6 NEW LOCATION OF RECEPTACLE RECEPTACLE MOUNTING HEIGHT SHALL BE A MINIMUM OF 36" AFF



**DEMOLITION**



**NEW WORK**



**KEY PLAN**

SCALE: NOT TO SCALE

**HANGAR 31 - ELECTRICAL ENLARGED FLOOR PLAN**

SCALE: 1/4" = 1'-0"



**SHEET NOTES**

- 1 SEE SHEET E-40 FOR CLASS 1, DIVISION 2 ZONES AROUND AIRCRAFT
- 2 FIELD VERIFY CONDUIT PENETRATING THE HANGAR & PRIOR TO BIDDING.
- 3 SOME OF THE HANGARS ARE SHAPED DIFFERENTLY ALL THE PLANES IN THE HANGARS ARE DIFFERENT "ZONE" WAS BASED ON TYPE OF PLANE THAT HAPPENED TO BE IN A PARTICULAR HANGAR AT THE TIME OF THE ASSESSMENT. A TYPICAL EXAMPLE OF THE "ZONE" IS SHOWN ON SHEET E-40

**E-32**

<b>MYF ELECTRICAL SYSTEM UPGRADES</b>			
<b>HANGAR 31 - ELECTRICAL ENLARGED FLOOR PLAN</b>			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT			
SHEET 32 OF 52 SHEETS		WBS 9-18034	
DATE: 09-02-22	DATE: 09-02-22	DATE: 09-02-22	DATE: 09-02-22
DESIGNER: EPI	BY: EPI	APPROVED: EPI	FILED: EPI
DATE: 09-02-22	DATE: 09-02-22	DATE: 09-02-22	DATE: 09-02-22
CONTRACTOR: EPI	DATE STARTED: 09-02-22	DATE COMPLETED: 09-02-22	PROJECT NUMBER: 234-1725
INSPECTOR: EPI	DATE: 09-02-22	DATE: 09-02-22	COORDINATOR: 1874-6266
DATE: 09-02-22	DATE: 09-02-22	DATE: 09-02-22	COORDINATOR: 4074.7.35-D

**EPI**  
EPI ENGINEERING & CAPITAL PROJECTS DEPARTMENT  
1874-6266  
4074.7.35-D

REGISTERED PROFESSIONAL ENGINEER  
No. C50640  
STATE OF CALIFORNIA

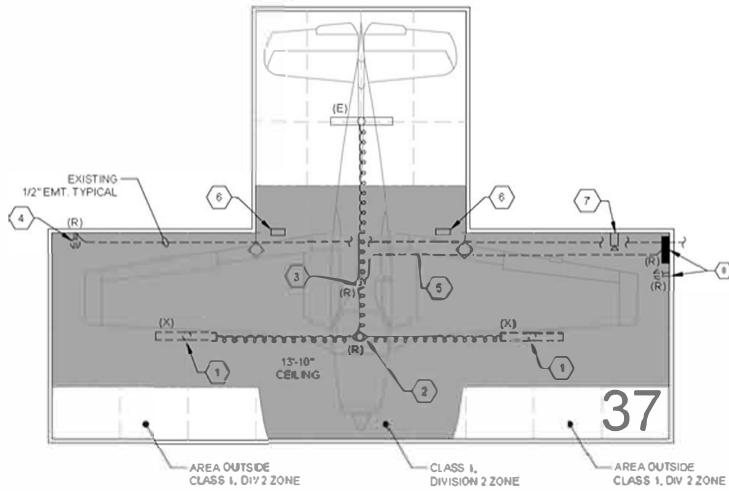
REGISTERED PROFESSIONAL ENGINEER  
No. C50640  
STATE OF CALIFORNIA

CONTRACTOR: EPI  
INSPECTOR: EPI

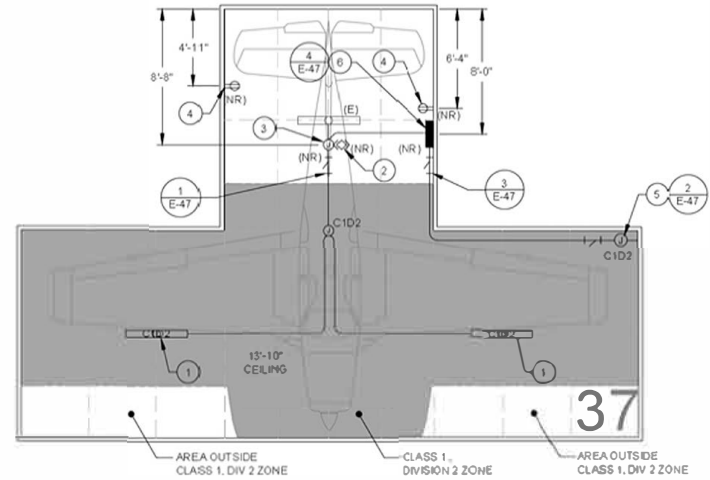
- DEMOLITION KEY NOTES**
- 1 DISCONNECT AND REMOVE LIGHT FIXTURE
  - 2 DISCONNECT AND RELOCATE EXISTING OCCUPANCY SENSOR AND EXPOSED LV WIRING
  - 3 RELOCATE JUNCTION BOX
  - 4 RELOCATE GFI RECEPTACLE

- 5 REMOVE EMT CONDUIT
- 6 OWNER INSTALLED FIXTURE TO BE REMOVED BY OWNER
- 7 OWNER INSTALLED CAMERA TO BE REMOVED BY OWNER
- 8 RELOCATE PANEL BOARD, RECEPTACLE AND ASSOCIATED FEEDER IN EMT CONDUIT

- NEW WORK KEY NOTES**
- 1 REPLACE EXISTING LIGHT FIXTURE IN SAME LOCATION AS REMOVED FIXTURE. SEE FIXTURE SCHEDULE ON SHEET E-40. PROVIDE RGS CONDUIT TO ASSOCIATED JUNCTION BOX. PROVIDE CONDUIT SEALS AND EXPLOSION PROOF FITTINGS
  - 2 RE-ROUTE LV CONTROL WIRING IN EMT CONDUIT TO RELOCATED OCCUPANCY SENSOR
  - 3 NEW LOCATION OF JUNCTION BOX AND ASSOCIATED MC CABLING AND EMT
  - 4 NEW LOCATION OF RECEPTACLE MOUNTING HEIGHT SHALL BE MINIMUM OF 36" AFF
  - 5 INTERCEPT AND EXTEND CIRCUIT IN RGS CONDUIT. PROVIDE CLASS 1 DIVISION 2 JUNCTION BOX AND RGS CONDUIT. PROVIDE CONDUIT SEALS AND EXPLOSION PROOF FITTINGS
  - 6 NEW LOCATION OF PANEL BOARD AND FEEDERS

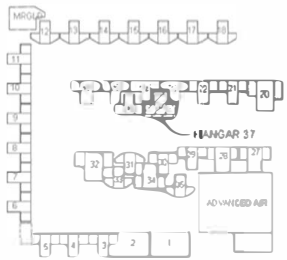


**DEMOLITION**



**NEW WORK**

PUSH-BUTTON GARAGE DOOR/DOORBELL IS TO BE REPLACED WITH A TOGGLE SWITCH IF THE SWITCH IS LOCATED WITHIN THE CLASSIFIED AREA(S). IT NEEDS TO BE REPLACED WITH AN EXPLOSION-PROOF RATED SWITCH.



**KEY PLAN**

SCALE: NOT TO SCALE

**HANGAR 37 - ELECTRICAL ENLARGED FLOOR PLAN**

SCALE: 1/4" = 1'-0"

1/4" = 1'-0"



**SHEET NOTES**

- 1 SEE SHEET E-40 FOR CLASS 1, DIVISION 2 ZONES AROUND AIRCRAFT
- 2 FIELD VERIFY CONDUIT PENETRATING THE HANGARS PRIOR TO BIDDING
- 3 SOME OF THE HANGARS ARE SHAPED DIFFERENTLY. ALL THE PLANES IN THE HANGARS ARE DIFFERENT "ZONE" WAS BASED ON TYPE OF PLANE THAT HAPPENED TO BE IN A PARTICULAR HANGAR AT THE TIME OF THE ASSESSMENT. A TYPICAL EXAMPLE OF THE "ZONE" IS SHOWN ON SHEET E-40.

**EPI**  
THE ENGINEERING PROFESSIONAL INSTITUTE  
1000 W. BROADWAY, SUITE 1000  
SAN ANTONIO, TX 78207  
ALSO 234/511 FAY (512) 424-7400  
EPI PROJECT #25-11E 09-02-22

SPEC. NO: 2122

PROFESSIONAL ENGINEER  
STATE OF CALIFORNIA  
No. C50640  
09-02-22

CONTRACTOR: EPI  
INSPECTOR: [Signature]

<b>E-38</b>			
<b>MYF ELECTRICAL SYSTEM UPGRADES</b>			
<b>HANGAR 37 - ELECTRICAL ENLARGED FLOOR PLAN</b>			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS BE PART M5A1T SHEET 41 OF 52 SHEETS		WBS 8-18034	
DATE: 09-02-22	DATE: 09-02-22	DATE: 09-02-22	DATE: 09-02-22
DESIGNER: EPI	BY: EPI	APPROVED: [Signature]	FILED: [Signature]
DATE: 09-02-22	DATE: 09-02-22	DATE: 09-02-22	DATE: 09-02-22
ADDENDUM C	EPI	1874-6266	1874-6266
DATE STARTED: 09-02-22	DATE COMPLETED: 09-02-22	DATE STARTED: 09-02-22	DATE COMPLETED: 09-02-22

## Bid Results

### Bidder Details

**Vendor Name** Ace Electric Inc  
**Address** 6061 Fairmount Ave  
San Diego, California 92120  
United States  
**Respondee** Christopher Alan Hinds  
**Respondee Title** co-CEO  
**Phone** 619-814-4760  
**Email** chris.h@AceElectricInc.com  
**Vendor Type** PQUAL, CADIR, MALE, CAU  
**License #** 835109  
**CADIR** 1000001519

### Bid Detail

**Bid Format** Electronic  
**Submitted** 11/18/2022 9:58 AM (PST)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 308912

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
Contractor's Certification of Pending Actions.pdf	Contractor's Certification of Pending Actions.pdf	Contractor's Certification of Pending Actions
Mandatory Disclosure of Business Interests Form.pdf	Mandatory Disclosure of Business Interests Form.pdf	Mandatory Disclosure of Business Interests Form
Debarment and Suspension Certification - Prime Contractor.pdf	Debarment and Suspension Certification - Prime Contractor.pdf	Prime - Debarment and Suspension Certification
Debarment and Suspension Certification - Subs and Suppliers.pdf	Debarment and Suspension Certification - Subs and Suppliers.pdf	Subcontractor - Debarment and Suspension Certification
Subcontractor Listing for Alternate Items.pdf	Subcontractor Listing for Alternate Items.pdf	Subcontractor Listing for Alternate Items
Bid Bond.pdf	Bid Bond.pdf	Bid Bond

## Subcontractors

Showing 2 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>ACME Safety &amp; Supply Corporation</b> 1616 West Avenue National City, California 91950	Equipment and Material Supplier. Safety Equipment, Barriers, Tools, Traffic Control, Basic Materials. City of San Diego Certified SLBE.	791667	1000007958	\$17,000.00	Local
<b>JG CANALES INC</b> PO Box 1843,La Mesa, CA, 91944 La Mesa, California 91944	Constructor. Demo Material Haul Off, Disposal, and Recycle. City of San Diego Certified ELBE.	881213	1000036877	\$19,500.00	DBE, MBE, MALE, LAT, Local

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
<b>Main Bid</b>							<b>\$306,500.00</b>		
1	524126		Bonds (Payment and Performance)	LS	1	\$7,000.00	\$7,000.00	Yes	
2	236220		Building Permits (EOC Type I)	AL	1	\$5,000.00	\$5,000.00	Yes	
3	238210		Electrical Upgrades for Hangars 20, 21, 22, 23, 24, 25, 26, 36, & 37	LS	1	\$215,000.00	\$215,000.00	Yes	
4	238210		Electrical Upgrades for Hangars 27 & 28	LS	1	\$50,000.00	\$50,000.00	Yes	
5	238210		Mobilization	LS	1	\$15,000.00	\$15,000.00	Yes	
6	237310		WPCP Implementation	LS	1	\$2,000.00	\$2,000.00	Yes	
7			Field Orders (EOC Type II)	AL	1	\$12,500.00	\$12,500.00	Yes	
<b>Additive Alternate A-1</b>							<b>\$55,000.00</b>		
8	238210		Electrical Upgrades for Hangars 1, 2, & 3	LS	1	\$55,000.00	\$55,000.00	Yes	
<b>Additive Alternate A-2</b>							<b>\$90,000.00</b>		
9	238210		Electrical Upgrades for Hangars 4, 5, 6, 7, & 8	LS	1	\$90,000.00	\$90,000.00	Yes	
<b>Additive Alternate B</b>							<b>\$185,000.00</b>		
10	238210		Electrical Upgrades for Hangars 9, 10, 11, 12, 13, 14, 15, 16, 17, & 18	LS	1	\$185,000.00	\$185,000.00	Yes	
<b>Additive Alternate C</b>							<b>\$120,000.00</b>		
11	238210		Electrical Upgrades for Hangars 29, 30, 31, 32, 33, 34, & 35	LS	1	\$120,000.00	\$120,000.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Main Bid	\$306,500.00
Additive Alternate A-1	\$55,000.00
Additive Alternate A-2	\$90,000.00
Additive Alternate B	\$185,000.00
Additive Alternate C	\$120,000.00
<b>Grand Total</b>	<b>\$756,500.00</b>

**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).**

Prime Contractor Name: Acc Electric Inc.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: _____ Address: _____ City: <u>N/A</u> _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

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