City of San Diego

CONTRACTOR'S NAME: A.B. Hashmi, Inc.			110.
ADDRESS: 13066 Deer Canyon Court, San Di	iego, <u>CA 92131</u>	<u> </u>	VIAL
TELEPHONE NO.: <u>760-672-8059</u>	FAX NO.: <u>858-</u>	-433-7215	·VA
CITY CONTACT: Clementina Giordano - Con	tract Specialist, Email	l: Cgiordano@sand	diego.gov
Phone No. (619) 533-3481,	Fax No. (619) 533-36	533	
R Arroyo / B Doringo / LJI			
			A DECEMBER OF THE OWNER OF

CONTRACT DOCUMENTS



FOR

Penasquitos Creek Neighborhood Park Recycled Water Retrofit

VOLUME 1 OF 2

BID NO.:	K-15-6425-DBB-1	
SAP NO. (WBS/IO/CC):	B-14143	
CLIENT DEPARTMENT:	2013	
COUNCIL DISTRICT:	6	
PROJECT TYPE:	GB	<u></u>

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ➢ PREVAILING WAGE RATES: STATE ☐ FEDERAL ☐
- > APPRENTICESHIP.
- > THIS IS A PROP 50 (INTERGRADED REGIONAL WATER MANAGEMENT PROGRAM) FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES.

BID DUE DATE:

2:00 PM MARCH 25, 2015 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

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2 25 For Ci Date



Bid No. K-15-6425-DBB-1 Penasquitos Creek Neighborhood Park Recycled Water Retrofit Volume 1 of 2 (Rev. Feb. 2015) 2 | Page

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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

- 1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracts at the location, time, and date shown on the cover of these specifications for performing work on **Penasquitos Creek Neighborhood Park Recycled Water Retrofit** (Project).
- 2. SUMMARY OF WORK: The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
- 3. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

4. SUBCONTRACTING PARTICIPATION PERCENTAGES:

- **4.1.** The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
- **4.2.** The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 2.4%.

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

5. **PRE-BID MEETING:**

- **5.1.** There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracts, Conference Room at 1010 Second Avenue, 14th Floor, San Diego, CA 92101 at **10:00 A.M.**, on **MARCH 10, 2015.**
- **5.2.** All potential bidders are encouraged to attend.
- **5.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- **6.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 7. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- 8. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 8.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - **8.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <u>http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</u>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 8.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the

DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- **8.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- 8.3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
 - **8.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- **8.4.** Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 8.5. Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **8.6.** Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- **8.7.** Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the

provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

- **8.8.** Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- 8.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
 - **8.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

9. INSURANCE REQUIREMENTS:

- **9.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **9.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. PREQUALIFICATION OF CONTRACTORS:

10.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed **non-responsive**

and ineligible for award. Complete information and prequalification questionnaires are available at:

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

- **10.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracts, Prequalification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or <u>dstucky@sandiego.gov</u>.
- 11. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

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

- 12. CITY'S RESPONSES AND ADDENDA: The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 13. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.

- **14. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
- **15. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

16. AWARD PROCESS:

- **16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **16.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **16.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 17. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- **18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.

19. SUBMISSION OF QUESTIONS:

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

Public Works Contracts 1010 Second Avenue, 14th Floor San Diego, California, 92101 Attention: [Contract Specialist listed on the front cover hereof]

OR:

Email address of the Contract Specialist listed on the front cover hereof.

- **19.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **19.3.** Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.

- **19.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- 20. ELIGIBLE BIDDERS: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 21. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
- 22. **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
 - 22.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
 - **22.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
 - **22.3.** Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
 - 22.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

23. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 23.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- **23.2.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.

- **23.3.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- **23.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- **23.5.** A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracts no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- **23.6.** The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- **23.7.** Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- **23.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

24. BID RESULTS:

- **24.1.** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page <u>http://www.sandiego.gov/cip/index.shtml</u>, with the name of the newly designated Apparent Low Bidder.
- **24.2.** To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

25. THE CONTRACT:

25.1. 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.

- **25.2.** 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.
- **25.3.** 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.
- **25.4.** 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.
- **25.5.** The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 26. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 27. CITY STANDARD PROVISIONS: This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **27.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **27.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 27.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

- 27.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- **27.5.** 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.
- **27.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- **27.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

28. PRE-AWARD ACTIVITIES:

- **28.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
- **28.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

29. ADDITIVE/DEDUCTIVE ALTERNATES:

- **29.1.** 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 decision 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 the Base Bid plus any combination of Additive and Deductive Alternate(s).
- **29.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

30. REQUIRED DOCUMENT SCHEDULE:

- **30.1.** The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.
- **30.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA45 - Subcontractors Additive/Deductive Alternate
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS

AGREEMENT

Penasquitos Creek Neighborhood Park Recycled Water Retrofit Contract Forms Agreement Volume 1 of 2 (Rev. Feb. 2015)

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CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>A.B. Hashmi, Inc.</u>, herein called "Contractor" for construction of <u>Penasquitos Creek Neighborhood Park Recycled Water</u> <u>Retrofit</u>; Bid No. <u>K-15-6425-DBB-1</u>, in the amount of <u>Forty Eight Thousand Nine Hundred</u> <u>Dollars and 00/100 (\$48,900.00)</u>, which is comprised of the Base Bid plus Additive Alternates A.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled <u>Penasquitos Creek Neighborhood Park Recycled</u> <u>Water Retrofit</u>; on file in the office of the Public Works Department as Document No. <u>B-14143</u>; 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 <u>Penasquitos Creek Neighborhood Park Recycled Water Retrofit</u>, Bid Number <u>K-15-6425-DBB-1</u>, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to <u>Municipal Code 22.3107</u> authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Print Name: <u>Stephen Samara</u>, Principal Contract Specialist (Acting)

7-1-11 Date:

Jan I. Goldsmith, City Attorney

Print Name: KAJ PALMOCC Deputy City Attorney

Date:

CONTRACTOR

By

Print Name: AHMAO HASHMI

Title:

55 Date:

City of San Diego License No.: B200300 3473

State Contractor's License No.: 798383

Penasquitos Creek Neighborhood Park Recycled Water Retrofit Contract Forms Volume 1 of 2 (Rev. Feb. 2015)

CONTRACT FORMS

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ATTACHMENTS

Executed in Four (4) Identical Counterparts

. .

Bond No: 802674P Premium: <u>\$987.00</u> Premium is for contract term and is subject to adjustment based on final contract price

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

<u>A.B. Hashmi, Inc</u>.______, a corporation, as principal, and Indemnity Company of California _______, 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 <u>Forty Eight Thousand Nine Hundred Dollars and 00/100 (\$48,900.00)</u> for the faithful performance of the annexed contract, and in the sum of <u>Forty Eight Thousand Nine Hundred</u> <u>Dollars and 00/100 (\$48,900.00)</u> for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract <u>Penasquitos Creek</u> <u>Neighborhood Park Recycled Water Retrofit</u>; Bid Number <u>K-15-6425-DBB-1</u>, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

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

CONTRACT FORMS ATTACHMENTS (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated April 29, 2015

Approved as to Form

A.B. Hashmi, Inc.

Principal By

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney ity Attorney

Indemnity Company of California

Surgty By

Gladys Hogers, Attorney-in-fact

17771 Cowan

Local Address of Surety

Irvine, CA 92614

Local Address (City, State) of Surety

800-782-1546

Local Telephone No. of Surety

Premium \$______

Bond No. 802674P

Approved:

By: Stephan Samara Principal Contract Specialist (Acting)

	- PURPOSE OF ACKNOWLEDGMENT
A notary public or other officer completing this identity of the individual who signed the docur is attached, and not the truthfulness, accuracy,	nent to which this certificate
State of California	}
County ofSan Diego	}
On29 April 2015 before me,	B. Lafrenz, Notary Public
personally appearedGladys Roge	rs,
name(\$) is/\$/fe subscribed to the within i We/she/tH&y/executed the same in his/he	actory evidence to be the person(#) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of e instrument.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and con WITNESS my hand and official seal.	B. LAFRENZ Commission # 2014382 Notary Public - California San Diego County My Comm. Expires Mar 24, 2017
• • • • •	
ADDITIONAL OPTIONAL INFORMATI	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which
(Title or description of attached document continued) Number of Pages Document Date	 Date of notarization must be the date that the signet (s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of notarization.
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s)	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary scal impression must be clear and photographically reproducible. Impression must not cover text or lines. If scal impression smudges, re-scal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk,
X Attorney-in-Fact Trustee(s) Other 2015 Version www.NotaryClasses.com 800-873-9865	 Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document with a staple.

....

POWER OF ATTORNEY FOR DEVELOPERS SURETY AND INDEMNITY COMPANY INDEMNITY COMPANY OF CALIFORNIA PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Larry D. Cogdill, Michael W. Thomas, Brooke Lafrenz, Gladys Rogers, Audrey Rodriguez, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: AND Daniel Young, Senior Vice-President OCT. 5 10 By: 1967 93 f Mark J. Lansdon, Vice-Presiden State of California County of Orange November 21, 2013 before me. Antonio Alvarado, Notary Public On Date Here Insert Name and Title of the Officer Daniel Young and Mark J. Lansdon personally appeared 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 ANTONIO ALVARADO which the person(s) acted, executed the instrument. COMM, #2033556 I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is TARY PUBLIC CALIFORNIA true and correct. **ORANGE COUNTY** My comm. expires Aug. 9, 201 WITNESS my hand and official seal, Place Notary Seal Above Signature Antonio Alvarado, Notary Public CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 29th day of April, 2015,

Cassie J. Bernisford

ID-1380(Rev.11/13)

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Penasquitos Creek Neighborhood Park Recycled Water Retrofit

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

A. B. HASHMI, INC. (Name under which business is conducted)

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

Signed	Proc	A =	
Printed Name	AHMAN	MASHMI	
Title	$c \in \mathcal{D}$		

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE **CERTIFICATION**

PROJECT TITLE: Penasquitos Creek Neighborhood Park Recycled Water Retrofit

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

A.B. HASHMI, INC. (Name under which business is conducted)

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

Signed	Rit		
Printed Name	Atimas	HASHMI	

LED Title

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: <u>Penasquitos Creek Neighborhood Park Recycled Water Retrofit</u>

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

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

Dated this	5	_Day of	, 2015		
		Signed	Rix		
		Printed Name	AHMAD	HASHMI	
		Title	LED		

AFFIDAVIT OF DISPOSAL

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

Penasquitos Creek Neighborhood Park Recycled Water Retrofit

(Name of Project)

as particularly described in said contract and identified as Bid No. <u>K-15-6425-DBB-1</u>; SAP No. (WBS/IO/CC) <u>B-14143</u>; and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____,

_____ Contractor

by

ATTEST:

State of ______ County of ______

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

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

Notary Public in and for said County and State

ATTACHMENTS

,

ATTACHMENT A SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK: The work to be completed shall be to convert the existing potable irrigation system for Penasquitos Creek Neighborhood Creek Park Water Retrofit Project (Sheet 1-18) to recycle water. The work shall include all labor, material, services, equipment and construction and furnishing and installing irrigation pipelines, sprinkler heads, warning signs and reconnecting existing domestic services, furnishing and installing of purple tags on sprinkler heads, valves, valves boxes and quick couplers. Setup cross connection test, painting and other appurtenant.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids inclusive.
- 2. CONSTRUCTION COST: The City's estimated construction cost for this contract is \$66,000.
- 3. LOCATION OF WORK: 8021 Park Village Rd. San Diego, CA 92129
- 4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **30 Working Days**.
- 5. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate licenses at the time that the Bid is submitted. Failure to possess the specified licenses shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required licenses at the time of Bid.
 - 5.1. The City has determined the following licensing classifications for this contract:

Option	Classifications
1	CLASS A
2	CLASS C27

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

ATTACHMENT B

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ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

ATTACHMENT D

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Penasquitos Creek Neighborhood Park Recycled Water Retrofit Attachment D – Intentionally Left Blank Volume 1 of 2 (Rev. Jul. 2014)

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

Penasquitos Creek Neighborhood Park Recycled Water Retrofit Attachment E - Supplementary Special Provisions Volume 1 of 2 (Rev. Dec. 2014)

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

- **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
 - 2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.
- **2-5.3.1** General. To the City Supplement, ADD the following
 - 7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

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

The Product Submittal Form is available for download at:

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

SECTION 4 - CONTROL OF MATERIALS

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

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

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) no later than 15 Working Days after the determination of the Apparent Low Bidder and on the City's Product Submittal Form available at.

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

- **6-7.1 General.** To the City Supplement, ADD the following:
 - 5. For Water projects where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Contractor shall plan and schedule work accordingly. No additional payment or working days will be granted for delays due to this moratorium.
 - 6. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 **LIABILITY INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

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

7-3.1 Policies and Procedures.

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

General Annual Aggregate Limit	Limits of Liability

Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.
- 7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

- 7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- 7-3.6 Deductibles and Self-Insured Retentions. You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- 7-3.8 Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- **7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- 7-4 **WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

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

- 1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
- 2. Limits for this insurance must be not less than the following:

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

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

7-4.1.1 Waiver of Subrogation.

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

- 7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 ³/₄".
- 7-15 **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

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

ADD:

- 7-16 COMMUNITY OUTREACH.
- 7-16.1 General.

- 1. To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
- 2. The Contractor will perform the community outreach activities required throughout the Contract Time.
- 3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project. Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDShare site:

http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx.

- 4. The Contractor shall execute the Information Security Policy Acknowledgement Form - For Non-City Employees within 15 days of the award of the Contract if:
 - a) The contact information for the Contractor is made available on any outreach materials or;
 - b) The Contractor will be the primary point of contact to resolve project related inquiries and complaints.
- 5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDShare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDShare site within 24 hours.

Copies of email communications shall be saved on to the City's SDShare site as individually as an Outlook Message Format (*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

6. When specified, present your Exclusive Community Liaison to the Engineer, in writing, within 15 days of the award of the Contract.

7-16.2 Submittals.

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

7-16.3 Public Notice by Contractor.

- 1. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets where Work is to be performed at least 5 days before starting the Work as directed by the Resident Engineer.
- 2. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.

7-16.4 Quality Assurance.

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

c. Have the interpersonal skills to effectively, professionally, and tactfully represent the project, Contractor, and City to the public.

7-16.5 Communications with the Public.

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

7-16.6 Communications with Media.

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

7-16.7 Exclusive Community Liaison Services.

If directed to conduct Exclusive Community Liaison Services, the Contractor shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be as follows:

- 1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
- 2. Notify businesses, institutions, property owners, and residents of the commencement of construction activities and utility service interruptions not less than 5 days in advance.
- 3. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
- 4. Prepare and present of materials in coordination with the Resident Engineer (the City's standards and guidelines for the communication materials are available for review by Bidders by sending a request to the Contract Specialist).
- 5. Respond to community questions and complaints related to Contractor activities.
- 6. Write, edit, update, or produce brochures, pamphlets and news releases.
- 7. Provide standard telephone inquiries and e-mail responses:
 - a) Respond to telephone calls and e-mails from the public.
 - b) Record calls and e-mails on the City's SDShare site.
- 8. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
- 9. Attendance at pre-construction, community and stakeholders meetings.
- 7-16.7.1 Exclusive Community Liaison Work Plan. The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) as specified within 15 days of the Award of the Contract.
- 7-16.8 **Payment.** The Payment for the community outreach and public notices is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services."

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2.5 Withholding of Payment. To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:

i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

SECTION 207 – PIPE

207-17.2.3 Pipe Manufacturer. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

PVC products as manufactured or distributed by J-M Manufacturing Company shall not be used on the Contract for pressurized pipe **unless specified otherwise**.

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

ADD:

212-2.2.17 Pressure Regulator.

The unit shall be an integral part of the backflow preventer assembly. The unit shall have a main valve body cast bronze ASTM B584, access covers of cast bronze ASTM B584, brass ASTM B16 fasteners of 300 series stainless steel, stem and plunger of cast bronze ASTM B584 brass ASTM B16, elastomer of buna nitrile, FDA (CFR) 21. 177.2600 EPDM, FDA (CFR) 21, 177.2600, cap gaskets of natural vulcanized fiber, NSF strainer screen 300 series stainless steel.

ADD:

- **212-3.2.3 Trench Marker Tape.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
 - a) Trench marker tape shall be 6" wide and consist of a minimum 5.0 mil, fiveply 100% virgin polyethylene which is acid, alkaline and corrosion resistant. Elongation properties and tensile strength of not less than 7,800 psi shall be in accordance with ASTM D882-80A. The trench marker tape for water lines shall have a minimum 20 gauge solid aluminum foil core, adhered to a 2.55 mil polyethylene backing.
 - b) Tape color and legend shall be placed beneath the top protective layer subject to the following:
 - 1. Blue with "Caution Potable Water Line Buried Below" for Water mainlines and over pipe sleeves.
 - 2. Purple with "Caution Recycled/Reclaimed Water Line Buried Below" for recycled water irrigation mainlines.
 - 3. Red with "Caution Electric Line Buried Below" for electrical lines servicing the irrigation system, including, but not limited to, 110/220v power to irrigation controllers and pumps, communication cables and irrigation direct burial control wires to remote control valves.

4. Green with "Caution Sewer Line Buried Below" for Sewer mainlines and over pipe sleeves.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

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

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

ADD:

306-1.4.9 General Recycled Water Pipelines.

The facilities on the City's site will be tested to verify that no cross connections exist between the City's potable water and recycled water systems after construction. The test shall be conducted by the Contractor in the presence of the City of San Diego, and the County Health Department's cross connection specialist. The Contractor shall cooperate with the City and schedule their work as required by the testing procedure. The Contractor shall perform the cross connection test and shall perform any modifications which may be necessary to eliminate cross connections or conditions such as overspray if requested to do so by the Engineer or the City's Representative. After the cross connection test is complete, the recycled water system will be connected to the recycled water service by others. The tests will be conducted as described in the following subsections.

306-1.4.9.1 Separation Verification Procedures

This method is based on the availability of backflow prevention devices at the potable water meter(s) and the recycled water meter(s). Other methods of attaching pressure recorders, such as installed fittings, may also be considered. On large sites with multiple meters, the existence of different pressure zones must be reviewed. The separation verification procedures will be as follows:

All required construction and modifications will be complete except that no connection shall be made between the existing irrigation system and the new recycled water supply until authorized by the local health agency and the State Department of Health Services.

The recycled water system is depressurized and the service meter secured. A complete drain down of the system is not required. When the service meter is shut off to depressurize the system, it shall be locked. This will prevent an unauthorized turn-on of the meter. In the event that site is served by a combination meter or meters, the depressurization of the irrigation system will be accomplished by shutting off the valve at the backflow device. Also, if there is a backflow device present, open the number one test cock. The reason is that if there is unintended flow through the closed service meter valve, the water will flow out the number one test cock and not affect the pressure recorder. A pressure recorder is attached to the number four test cock of the backflow device at the secured meter. The pressure recorder is run for 24 hours while the potable system is operated normally. A batter check shall be conducted on the recorder(s) before leaving the shop. Also, a test spike should be recorded before depressurizing to confirm that the recorder is in good condition. The recycled water purveyor can set up and start this part of the test with the health agency arriving at the end of the 24-hour period. If this is an initial test, especially with a retrofit, the irrigation system should also be operated. Each irrigation station shall be activated for a minimal amount of time to determine if an isolated lateral was pressurized. This will require someone on site knowledgeable in the activation of the irrigation master control panel.

The test method is then reversed, with the pressure recorder attached to the number four test cock of the backflow device on the secured potable water meter. The irrigation system is pressurized and all stations are operated during this phase of the test. In the event that a site is served by a combination meter or meters, the depressurization of the potable water system will also depressurize the entire water system. Provisions must, therefore, be made to provide a temporary high-line to serve the irrigation system while the potable system is under test. This will typically be done by connecting the irrigation system to a nearby fire hydrant using a purveyor's representative to ensure that the potable water system is depressurized and all depressurizing devices are secured before starting this phase of the test. This is critical because this phase of the test will be concerned with the actual contamination of the site's drinking water. Ideally, this test shall run for 24 hours. However, since this phase of the test will frequently directly affect site operations, the health agency can decide on a reduced time frame, depending upon the complexity of the potable distribution system.

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- 3. If this is an initial test or especially a retrofit, the following confirming test shall be completed. All taps and hose bibs shall be slowly drained. The slow draining will minimize air locks in overhead water lines. The taps and hose bibs shall then be closed. Upon completion of the test, all hose bibs and taps shall be checked for flow using a paper sup to determine flow quantity. Some flow will be expected due to the breaking loose of air locks. The amount of flow to cause concern is a judgment call. As a general rule, up to a quarter fill of a 12 ounce cup can be considered the result of an air lock breaking free. Quantities greater than that would lead to an investigation to determine the cause of the flow. Again, this is a site using recycled water; the TDS of the flow can be checked using the TDS meter. It must be remembered that if a cross-connection exists, the TDS will probably be lower than that of the recycled water due to dilution.
- 4. If there are no increased pressure fluctuations in Phase I and II of the test, and any additional testing has been completed with no problems, the shutdown test can be considered completed with no cross-connections discovered at the time of the test.
- 5. If there are increase(s) in pressure, the reason(s) must be determined. Initially, walk the distribution system to ensure all devices that may cause repressurization have been disabled. Next, attempt to isolate specific areas of the distribution system. It may be possible to isolate specific areas of the distribution system by using isolation valves. Consequently, flow to one or more faucets or hose bibs may be traceable to the areas where the potable line feeding these faucets or hose bibs is in close proximity to the recycled water distribution system.
 - After verifying water service separation as specified above, the connection between the domestic water service and City's recycled water system shall be severed. The connection between the recycled water system and the Owner's recycled water system shall then be made in accordance with the plans and specifications. The City's cross connection specialist will submit a written report to the local health agency to certify that such verification of water system separation has been performed.

All testing work shall be performed by the Contractor under the direction of the local cross connection control specialist. The modified portions of the domestic water service shall be disinfected in accordance with Section 306-1.4.7 prior to testing.

306-1.4.9.2 Contractor's Responsibility During Cross Connection Test.

The Contractor shall assist the City's forces in conducting the cross connection test and make all changes required to eliminate any cross connections found.

The Lump Sum bid item for Cross Connection Test shall include assisting City Forces with Cross Connection Test.

6.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

ADD:

308-5.3.4 Backflow Preventers.

Plumb legs on backflow preventer with copper fittings and nipples. Provide reducing fittings directly upstream and downstream of backflow device assembly as needed. Install inside enclosure as directed.

ADD:

308-5.3.5 Pressure Regulating Valves.

Install as detailed in the detail drawings and as specified on the plans. Set pressure to setting indicated on plans.

ADD:

308-5.3.6 Test Station.

Furnish and install irrigation test station (cross connection testing) at the end of the irrigation pressure line pipe and fittings in a purple box with lid recycled water mark.

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

308-7 PAYMENT. ADD the following:

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

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

BSM shall be measured and paid per Cubic Yard installed. The installation of the pervious backfill material as specified in the Contract Documents and as directed by the Engineer shall be included in the payment.

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

ADD

308-26 PIPE IDENTIFICATION

308-26.1 General.

All proposed reclaimed pipelines shall be identified using a tape system or a paint system. The tape system shall have the words "CAUTION RECLAIMED WATER LINE" imprinted on it. The lettering shall be 1-inhc minimum, black or white, on purple tape, imprinting shall be continuous and permanent.

If the pipe is purple colored PVC, tape will be required for pipe identification.

308-26.5 Valve Box Covers.

Valve box covers shall be purple fiberglass with the wording "RECYCLED WATER" and the recycled water symbol centered at the top. The covers shall be integral purple color material, Pantone #522. The coating thickness shall be as recommended by coating manufacturer.

308-26.6 Appurtenances.

All blowoffs, air release valves, manhole covers, vault covers, irrigation heads, and meter box covers shall be painted purple. Manhole covers, vault covers, and meter box covers shall be cast with the words "RECYCLED WATER" and the recycled water symbol centered on them.

308-26.7 Warning sign and labels.

Where recycled water is used or conveyed, each entrance to any area, building or facility shall have a sign posted. The exact locations of all signs shall be determined by the on-site inspector and the Department of Environmental Health representative. Additional signs identifying the color scheme for the recycled , portable and industrial water shall be located at each entrance that the water is located. The signs shall be provided and installed by the contractor. Mounting posts, where required, shall be furnished and installed by the contractor. The mounting posts shall be U-channel steel posts with baked green enamel finish, Brady USA, Inc or equal.

All recycled water valves shall be tagged with identification tags. Tags shall be weatherproof plastic, 3-inch by 4-inch, purple in color with the words WARNING RECLAIMED WATER- DO NOT DRINK imprinted on one side and AAVISO – AGUA IMPURA – NO TOMAR on the other side. Imprinting shall be permanent and black in color. Tags shall be as manufactured by T. Christy or equal. One tag shall be attached to each valve by one of the following methods:

- Attachment to the valve stem directly or with plastic tie wrap.
- Attach to the solenoid wire directly or with plastic tie wrap.
- Attachment to the valve cover with existing valve cover bolt.

Payment for furnish and install post and install warning signs will be made as shown on the bid.

ADD

308-27 HIGH-LINED FOR IRRIGATION.

Contractor shall provide hose, backflow preventer certification, and labor for temporary connection of highline to irrigation system for cross-connection testing, as directed by the City.

Payment for furnish and install highline will be made as shown on the bid.

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for Penasquitos Creek Neighborhood Park Recycled Water Retrofit, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix.

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

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NOTICE OF EXEMPTION

(Check one or both)

- TO:
- X Recorder/County Clerk P.O. Box 1750, MS A-33 1600 Pacific Hwy, Room 260 San Diego, CA 92101-2422

FROM:

City of San Diego **Development Services Department** 1222 First Avenue, MS 501 San Diego, CA 92101

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

WBS No.: N/A

Project Title: Peñasquitos Creek Neighborhood Park Conversion of Potable Water Irrigation to Recycled Water Irrigation System

Project Location: The project site is located at Peñasquitos Creek Neighborhood Park, 8021 Park Village Rd., San Diego, CA 92129 in Council District 6 in the Mira Mesa Community Planning Area of the City of San Diego.

Project Location: San Diego/San Diego

Description of nature and purpose of the Project: The work includes the retrofit of above ground irrigation equipment including, but not limited to, sprinkler heads, valves, meter connections, and signs. All construction and access/staging would occur in the public right-of-way in developed or disturbed areas. No work would occur within the MHPA or any canyon areas. The project would not impact any native and/or sensitive vegetation. Best Management Practices for erosion and sediment control would be in conformance with City Stormwater Standards.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project;

Ramil Arroyo, Public Utilities Department 525 B St., Suite 300 San Diego, CA 92101 619-533-4259

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: Replacement or Reconstruction, Sec. 15302(c) (\mathbf{X})

Reasons why project is exempt: The City of San Diego conducted an environmental review and determined the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15302(c) which allows for replacement of existing utility systems and/or facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Nicole McGinnis

Telephone: (619) 533-4101

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

Nicole A. McGinnis, Senior Planner

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

5/19/14

Date Received for Filing with County Clerk or OPR:

Penasquitos Creek Neighborhood Park Recycled Water Retrofit Attachment E - Supplementary Special Provisions Appendices Volume 1 of 2 (Rev. Dec. 2014)

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. <u>PURPOSE</u>

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

2. <u>AUTHORITY</u>

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

Reference

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

3. **<u>DEFINITIONS</u>**

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

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

4. <u>POLICY</u>

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

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 **Relocation of Existing Fire Hydrant Meters**

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

4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

5. <u>EXCEPTIONS</u>

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

6. MOBILE METER

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

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

- b) Floating Meters: Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
 - 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
 - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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

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

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

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

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

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

Larry Gardner Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

Subject Index:

Construction Meters Fire Hydrant Fire Hydrant Meter Program Meters, Floating or Vehicle Mounted Mobile Meter Program, Fire Hydrant Meter

Distribution:

DI Manual Holders

Application	for Fire	HBIT A)			
PUBLIC UTILITIES Hydrapt Ma	(··		(For Office Use Only)		
Water & Wastewater Try Grant Tan		NS REQ	FAC#		
		DATE	. ВҮ		
METER SHOP (619) 527-7449 Meter Information		Application Date	Requested Ins	equested Install Date:	
Fire Hydrant Location: (Attach Detailed Map//Thomas Br	os. Map Location or Const	ruction drawing.) <u>Zip:</u>	<u>T.B.</u>	<u>G.B.</u> (CITY USE)	
Specific Use of Water:				· · · · · · · · · · · · · · · · · · ·	
Any Return to Sewer or Storm Drain, If so , explain:				······································	
Estimated Duration of Meter Use:			Check Box if R	eclaimed Water	
Company Information					
Company Name:	a <u>an an a</u> n an				
Mailing Address:					
City: St	ate: Z	ip:	Phone: ()		
*Business license#	*Cont	ractor license#			
A Copy of the Contractor's license OR Busin	ess License is requi	red at the time c	of meter issuance.		
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)			Phone: ()		
Site Contact Name and Title:			Phone: ()		
Responsible Party Name:		, 	Title:		
Cal ID#		Phone: ()			
Signature:	Da	ate:			
Guarantees Payment of all Charges Resulting from the use of th	s Meter. <u>Insures that employ</u>	ees of this Organization	understand the proper use c	of Fire Hydrant Meter	
	÷.,				
Fire Hydrant Meter Removal Re	quest	Requested Re	emoval Date:		
Provide Current Meter Location if Different from Above:			· · · · · · · · · · · · · · · · · · ·		
Signature:		Title:	. Da	te:	
Phone: ()	Pager:	()	······································		
City Meter Private Meter		.			
Contract Acct #:	Deposit Amount	\$ 936.00	Fees Amount: \$62	2.00	
		05		67	

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Meter Serial #	ivieter Size: U J	Meter Make and Style:	0-7
		Backflow	
Backflow #	Backflow Size:	Make and Style:	
Name:	Signature:	Date:	
Penasquitos Creek Neighborhood Park Recycled Wa	ter Retrofit		67 Page
A I' D D' H In (M() D M. I	$1 - f 2 (D_{av}, D_{av}, 2014)$		

Appendix B - Fire Hydrant Meter Program Volume 1 of 2 (Rev. Dec. 2014)

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

1.

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

Date

Name of Responsible Party Company Name and Address Account Number:

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D

SAMPLE CITY INVOICE

Penasquitos Creek Neighborhood Park Recycled Water Retrofit Appendix D - Sample City Invoice Volume 1 of 2 (Rev. Dec. 2014)

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City of	San Diego, Field Engineering Div.	Contractor's Name:										
Project	Name:		· · ·			Contractor's Address:						
SAP NO	o. (WBS/IO/CC):											
City Purchase Order No. :						Contractor's Phone #: Invoice No.						
_	nt Engineer (RE):		•••			Contract	or's Fax #:	····		Invoice Date:		
RE Pho		RE Fax#:				Contact I	Name:		Billing P	eriod:		
	and the second		Contra	ict Authorizat	ion		Estimate	This E		Totals t	o Date	
Item #	Item Description	Unit	Otv	Price	Extension		Amount	1999/19/2019/2010/00/00	Amount	%/OTY	Amount	
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00								
2	48" Primary Steel Casing	LF	500	\$1.000.00					La p.S.T. Janio			
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	44)					1		
-												
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00	1						
5	Demo	LS	1	\$14,000.00								
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00								
7	General Site Restoration	LS	1	\$3,700.00								
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00	1						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00							
10	Bonds	LS	1	\$16,000.00	\$16,000.00					-		
	Field Orders	AL	1	80,000						in the second second	Sector Real	
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00							
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00							
11.2	Field Order 3	LS	10,000	\$1.00	\$10,000.00							
11.5	Field Order 4	LS	6,500	\$1.00	\$6,500.00							
	Certified Payroll	LS	0,500	\$1,400.00	\$1,400.00							
12		And I have been a subscription of the subscrip								0.000		
G	CHANGE ORDERS	1.000	afia. Mattanza							a start with a start of the sta	10465644	
	Order 1	4,890			011 250 00	la la companya					Contraction of the second	
Items 1		LF	120		\$11,250.00							
	Deduct Bid Item 3 Order 2		120	-\$53.00	(\$6,360.00)					1.4		
		160,480			COE 000 00					and the second second	10000	
Items 1	-5 Deduct Bid Item 1	LF	380	-\$340.00	\$95,000.00 (\$12.920.00)							
	Encrease bid Item 9		<u> </u>		\$78,400.00					: 		
	Order 3 (Close Out)	-121,500	_	37,000.00	370,400.00	- Millingha (S		THERE .			Constant of the second second	
the second s	Deduct Bid Item 3	1.00	53	-500.00	(\$26.500.00)	T		Contraction of the second second				
	Deduct Bid Item 4	LS	-1	45,000.00	(\$45,000.00)							
Items 3			1	-50,500.00	(\$50,500.00)	1						
	SUMMARY							Total This	\$ -	Total Billed	\$0.00	
A. Original Contract Amount							Ret	ention and	l/or Escre	w Payment Sche	dule	
<u> </u>	roved Change Order 1 Thru 3	├───┤			- House					this billing		
<u> </u>	l Authorized Amount (A+B)							^		PO or in Escrow		
	I Billed to Date	├								Transfer in Escrow		
											·	
	Total Retention (5% of D)						Amt to Re	lease to Co	ontractor fr	rom PO/Escrow:		
	Total Previous Payments	l			100	~	~					
	nent Due Less Retention	┞			alitan	Contract	or Signatuı	re and Dat	te:	·		
H. Ren	aining Authorized Amount				inter-							

Penasquitos Creek Neighborhood Park Recycled Water Retrofit Appendix D - Sample City Invoice Volume 1 of 2 (Rev. Dec. 2014)

APPENDIX E

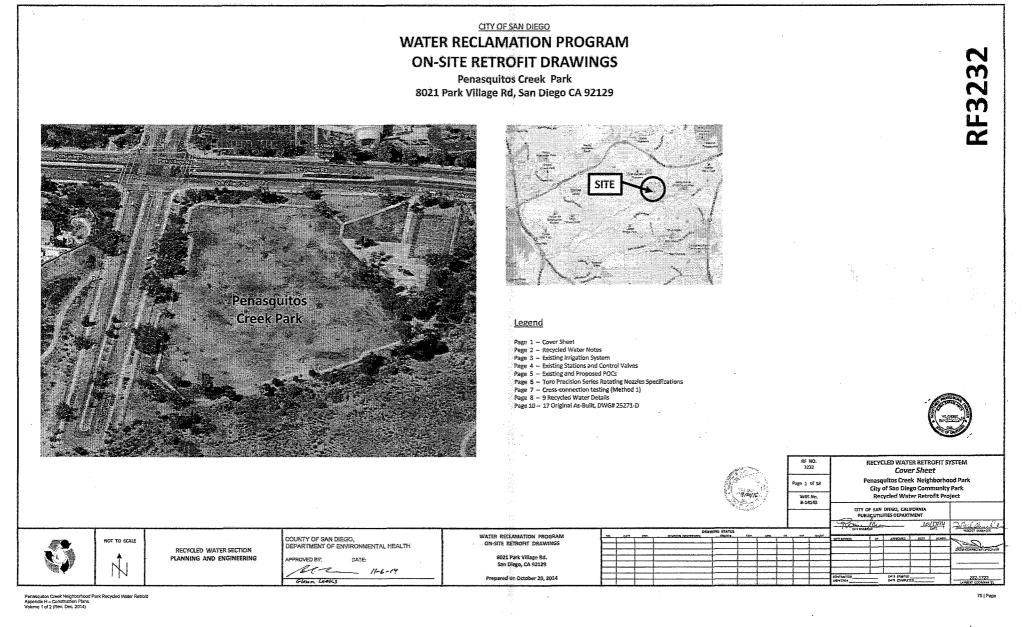
CONSTRUCTION PLANS

Penasquitos Creek Neighborhood Park Recycled Water Retrofit Appendix H – Construction Plans Volume 1 of 2 (Rev. Dec. 2014)

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Penasquitos Creek Park Recycled Water Retrofit Project



RECYCLED WATER NOTES 48 HOURS PRIOR TO COMMENCEMENT OF ANY EXCAVATION ON SITE IMPROVEMENTS, CONTRACTOR SHALL NOTIFY CITY OF SAN DIEGO, WATER DEPARTMENT, RECYCLED WATER SECTION AT (619) 533-5273.

2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAN DIEGO RUES AND REGULATIONS FOR RECLAIMED WATER LISE AND DISTRIBUTION WITHIN THE CITY OF SAN DIEGO - APRIL 1996 AND THE SAN DIEGO DEPARTMENT OF ENVIRONMENTAL HEALTH REQUIREMENTS.

ALL BACKFLOW PREVENTER INSTALLATIONS AND LOCATIONS SHALL BE SUBJECTED TO APPROVAL BY THE CITY OF SAN DIEGO WATER DEPARTMENT.

- ALL PUBLIC FACILITIES SLICH AS COMFORT STATIONS, DRINKING FOUNTAINS, ETC. SMALL BE PROTECTED FROM SPRAY AND/OR MISTING BY RECYCLED WATER
- NO PONDING, RUN-OFF OR OVER-SPRAY IS PERMITTED. ADJUST ALL SPRINKLER HEADS TO PREVENT OVER SPRAYING ONTO SIDEWALKS, STREETS AND PRIVATE LOTS. 5
- HOSE BIRS ON RECYCLED WATER SYSTEMS ARE PROHIBITED.
- ON-SITE CROSS CONNECTION BETWEEN RECYCLED WATER LINES AND POTABLE IS STRICTLY PROHIBITED.
- QUICK COUPLING VALVES USED IN RECYCLED WATER SYSTEMS SHALL CONFORM TO THE FOLLOWING:
- A TYPE APPROVED FOR RECYCLED WATER USE WITH A NORMAL WORKING PRESSURE OF 150 P.S.I. RECYCLED WATER OURCK COUPLER MUST BE DIFFERENT FROM POTABLE WATER OURCK COUPLER VALVES
- IN ORDER TO PREVENT UNAUTHORIZED USE, THE VALVE SHALL BE OPERATED ONLY WITH A SPECIAL COUPLER KEY WITH AN ACME THREAD FOR OPENING AND CLOSING THE VALVE. THE COVER SHALL BE PERMANENTLY ATTACHED TO THE QUICK-COUPLING VALVES. IT SHALL BE PURPLE RUBBER OR VINYL.
- LOCKING COVERS ARE RECURRED.
- QUICK COUPLER VALVES SHALL BE OF A TYPE APPROVED FOR RECYCLED WATER USE.
- NO SUBSTITUTION OF PIPE MATERIALS WILL BE ALLOWED WITHOUT PRIOR APPROVAL BY THE CITY OF SAN DIEGO.
- 10. INSTALL APPROVED, METALLIC BACKED AND STENCILED WARNING TAPE OVER ALL PRESSURE RECYCLED WATER LINES, STENCIL AND COLOR CODE (PURPLE PANTONE 522) ALL IRRIGATION PIPE. ORIENT THE STENCILING TO THE TOP OF THE TRENCH.
- 11. PROVIDE A MINIMUM OF AT LEAST 18 INCHES OF COVERING OVER ALL WIRING AND PIPING
- 12. OPERATE THE IRRIGATION SYSTEM ONLY BETWEEN 3:00 PM AND 5:00 AM,
- 13. WHEN POTABLE WATER LINES AND RECYCLED WATER LINES CROSS, THE RECYCLED LINE SHALL BE INSTALLED WITHIN A PROTECTIVE SLEEVE. THE SLEEVE SHALL EXTEND TO FEET FROM EACH SIDE, FROM THE CENTER LINE OF POTABLE LINE, FOR A TOTAL OF 20 FEET.
- 14. MAINTAIN A 10 FOOT HORIZONTAL SEPARATION BETWEEN POTABLE WATER AND RECYCLED WATER OR SEWER LINES. INSTALL SEWER LINE BELOW RECYCLED WATER LINE AND RECYCLED WATER LINE BELOW THE POTABLE WATER LINE.
- 15. PROVIDE A MINIMUM OF 12 INCHES OF VERTICAL SEPARATION BETWEEN POTABLE/ RECYCLED WATER/SEWER.
- 16. THE SITE IRRIGATION SYSTEMS AS SHOWN ON THESE DOCUMENTS WILL UTILIZE POTABLE WATER UNTIL SUCH TIME AS THE CITY OF SAN DIEGO MAKES RECYCLED WATER AVAILABLE TO THE SITE.
- 17. INSTALL PURPLE COLORED PANTONE #522 MATERIAL FOR ALL ABOVE GROUND IRRIGATION FACILITIES:
- 18. VALVE AND OTHER ON GRADE BOXES INTEGRAL COLOR
- 19. SPRINKLER HEADS INTEGRAL COLOR PLASTIC

20. TAG ALL VALVES AND OTHER BELOW GRADE FACILITIES WITHIN BOXES WITH PERMANENT RECYCLED WATER LABELS THAT ID THE PACILITY AS D RECYCLED WATER-DO NOT DRINK IN BOTH SPANISH AND ENGLISH. ATTACH THE LABEL WITH EITHER STAINLESS STEEL WIRE OF SELF LOCKING PLASTIC TIES.

- 23. THE REQUIRED CROSS CONNECTION TEST SHALL BE DONE BY THE CITY OF SAN DIEGO AND THE SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH. COPIES OF INSPECTION REPORTS WILL BE FORWARDED TO THE NON-INSPECTING PARTY.
- 22. THE DESIGN LOCATIONS PROPOSED FOR RECYCLED WATER FLOD NOT DRINK SIGNS SHALL BE CALLED OUT ON THE PLANS.
- 23. AN ANNUAL CROSS CONNECTION WILL BE DONE BY THE CITY OF SAN DIEGO SUBJECT TO APPROVAL BY THE SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH. COPIES OF THE INSPECTION REPORTS WILL BE FORWARDED TO THE NON-INSPECTION PARTY.
- 24. PRIOR TO CONVERSION TO RECYCLED WATER, AN ON-SITE SUPERVISOR SHALL BE DESIGNATED IN WRITING. THIS INDIVIDUAL SHALL BE FAMILIAR WITH PLUMBING SYSTEMS WITHIN PROPERTY, WITH THE BASIC SPECIFIC REQUIREMENTS OF RECYCLED WATER SYSTEMS. THE DESIGNATED SITE SUPERVISOR SHALL ATTEND THE COUNTY WATER AUTHORITIES CLASS FOR RECYCLED WATER SITE SUPERVISORS, COPIES OF THE SITE SUPERVISORS CERTIFICATE, WITH A 24-HOUR CONTACT NUMBERS SHALL BE PROVIDED TO THE CITY OF SAN DIEGO AND THE COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH.
- 25. IN CASE OF EMERGENCY CONTACT: _MARY NGALAT 858-538-8132 AFTER HOURS CONTACT same AT 858-538-8132
- 26. A PHYSICAL SEPARATION SHALL BE PROVIDED BETWEEN ADJACENT AREAS OF IRRIGATION WITH RECYCLED WATER AND POTABLE WATER. SEPARATION SHALL BE PROVIDED BY CONCRETE MOW STRIPS, CHAIN FENCES, OR OTHER MEANS AS APPROVED BY THE WATER DISTRICT AND DEPARTMENT OF ENVIRONMENTAL HEALTH.
- 27. CALL OUT ON THE PLANS IF THERE ARE OR ARE NOT ANY DRINKING FOUNTAINS AND/OR DESIGNATED OUTDOOR EATING AREAS ON THE SITE.
- 28. ALL PUBLIC AND PRIVATE POTABLE WATER MAINS INCLUDING FIRE MAINS AND ANY WATER WELLS AND WATER COURSES WITHIN THE RECYCLED WATER PROJECT SHALL BE SHOWN
- ON THE PLANS.
- 29. EDUCATE ALL MAINTENANCE PERSONNEL ON A CONTINUOUS BASIS OF THE PRESENCE OF RECYCLED WATER, PERSONNEL MUST BE INFORMED THAT RECYCLED WATER IS MEANT FOR IRRIGATION PURPOSES ONLY, AND IS NOT APPROVED FOR DRINKING PURPOSES, HAND WASHING, CLEANING OF TOOLS, ETC. GIVEN THE HIGH TURNOVER RATE OF EMPLOYEES IN THE LANDSCAPE INDUSTRY, IT IS IMPORTANT THIS INFORMATION BE DISSEMINATED ON AN ALMOST DAILY BASIS.

GENERAL NOTES TO SITE SUPERVISOR

LEDUCATE ALL MAINTENANCE PERSONNEL ON A CONTINUOUS BASIS OF THE PRESENCE OF RECYCLED WATER. PERSONNEL MUST BE INFORMED THAT RECYCLED WATER IS MEANT FOR IRRIGATION PURPOSES ONLY, AND IS NOT APPROVED FOR DRINKING PURPOSES, HAND WASHING, CLEANING OF TOOLS, FTC. GIVEN THE HIGH TURNOVER RATE OF EMPLOYEES IN THE LANDSCAPE INDUSTRY, IT IS IMPORTANT THIS INFORMATION BE DISSEMINATED ON AN ALMOST DAILY BASIS

2.PHYSICAL SEPARATION SHALL BE PROVIDED BETWEEN ADJACENT AREAS OF IRRIGATION WITH RECYCLED WATER AND POTABLE WATER. SEPARATION SHALL BE PROVIDED BY CONCRETE MOW STRIPS, CHAIN FENCES, OR OTHER MEANS AS APPROVED BY THE CITY OF SAN DIEGO AND THE COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH.

3. PRIOR TO CONVERSION TO RECYCLED WATER, AN ON-SITE SUPPRVISOR SHALL BE DESIGNATED IN WRITING. THIS INDIVIDUAL SHALL BE FAMILUAR WITH PLUMBING SYSTEMS WITHIN THE PROPERTY, WITH THE BASIC CONCEPT OF BACKFLOW/CROSS-CONNECTION PROTECTION, AND THE SPECIFIC REQUIREMENTS OF RECYCLD WATER SYSTEMS. THE DESIGNATED "SITE SUPERVISOR" SHALL ATTEND THE COUNTY WATER AUTHORITY CLASS FOR RECYCLED WATER SITE SUPERVISORS, COPIES OF THE SITE SUPERVISOR'S CERTIFICATE WITH 24-HOUR CONTACT TELEPHONE NUMBERS SHALL BE PROVIDED TO THE CITY OF SAN DIEGO AND THE COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH.

IN CASE OF EMERGENCY, CONTACT MARY NGALAT 858-538-8132

OR AFTER HOURS CONTACT MARY NGALAT 858-538-8132

4.BEST MANAGEMENT PRACTICES SHALL BE USED TO MINIMIZE RECYCLED WATER ENCROACHMENT ON PUBLIC FACUTIES SUCH AS PLAYGROUNDS, CHILDREN PLAY AREAS. ETC.

5.BEST MANAGEMENT PRACTICES SHALL BE USED TO ELIMINATE OR CONTROL TO THE BEST EXTENT POSSIBLE PONDING, RUN-OFF, OVERSPARY AND MISTING.

6.HOURS FOR IRRIGATION WITH RECYCLED WATER ARE FROM 10:00 P.M. TO 5:00 A.M. THE HOURS FOR IRRIGATION WITH DISINFECTED TERTIARY RECYCLED WATER MAY BE MODIFIED BY LOCAL AUTHORITY. IRRIGATION DURING PUBLIC USE PERIODS WITH DISINFECTED TERTIARY RECYCLED WATER SHALL BE LINDER THE SUPERVISION OF THE DESIGNATED USER SUPERVISOR

City Forces Work

- 1. City Forces Install 2-inch RW Meter
- 2. Replace Existing 2-inch PW Meter with 1-inch meter

Contractor should verify at the field & Coordinate with Park & Rec. Landscape Maintenance before the Irrigation meter removed by City Forces.

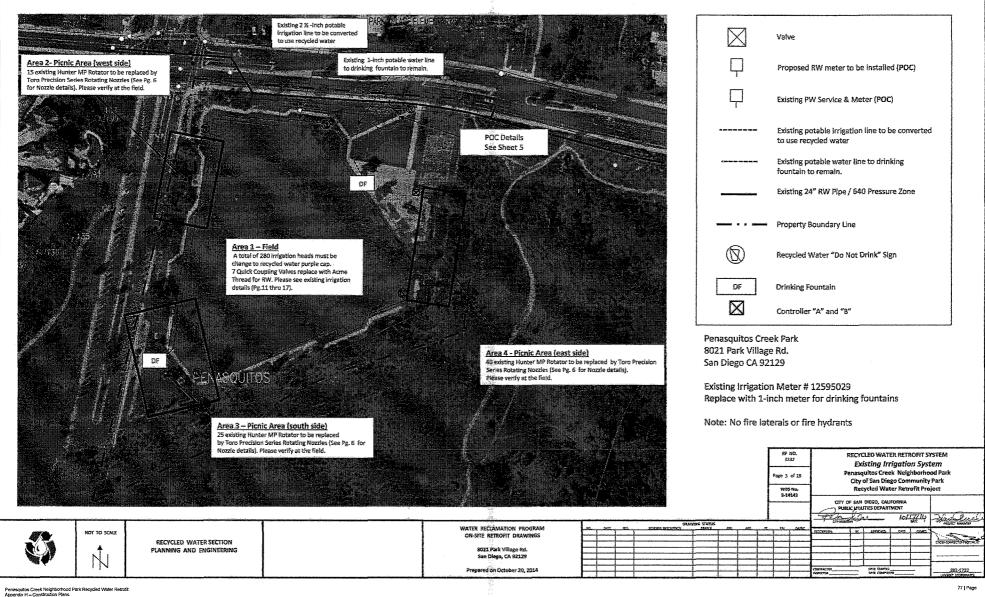
Contractor provides the necessary coordination for installation of Recycled Meter by City Forces addressed 8021 Park Village, Removal of Potable irrigation meter shall be coordinated with the City staff and turned over to the City for salvage. Contractor connect the RW meter with the existing irrigation system.

Contractor provides the necessary coordination for removal of existing potable water meter addressed at 8021 Park Village Rd, San Diego Ca. {need field verification). Removal shall be coordinated with the City staff and turned over to the City for salvage.

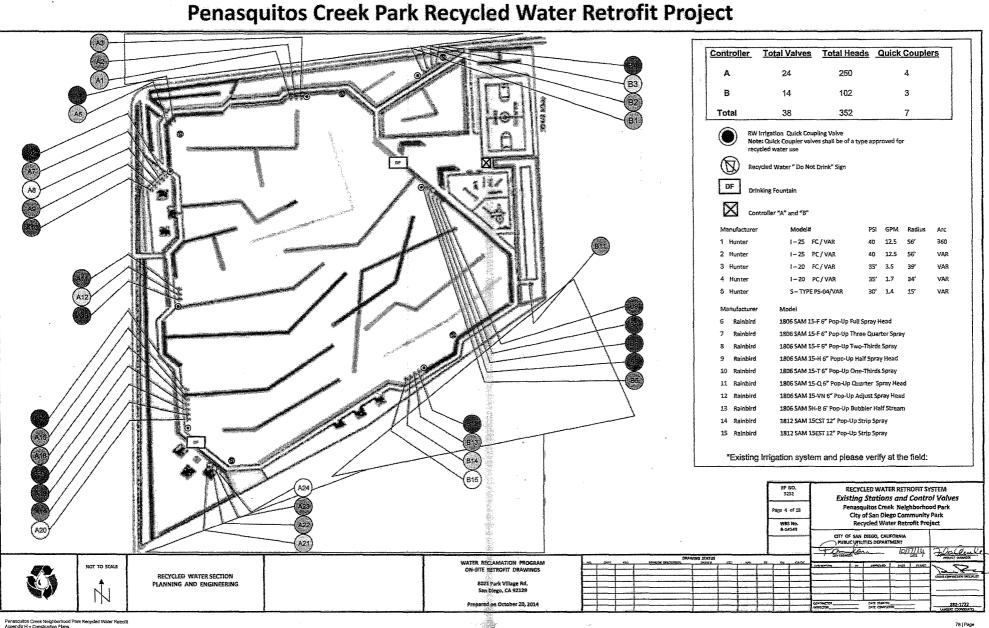
During Construction please use:

-The City of San Diego, Recycled Water Rules & Regulations.(www.sandiego.gov/water/pdf/clp/book7.pdf) -Book 7, Recycled Water Design Gulde, (www.sandiego.gov/water/recycled/regs.shtml) The "Greenbook" 2012 Edition

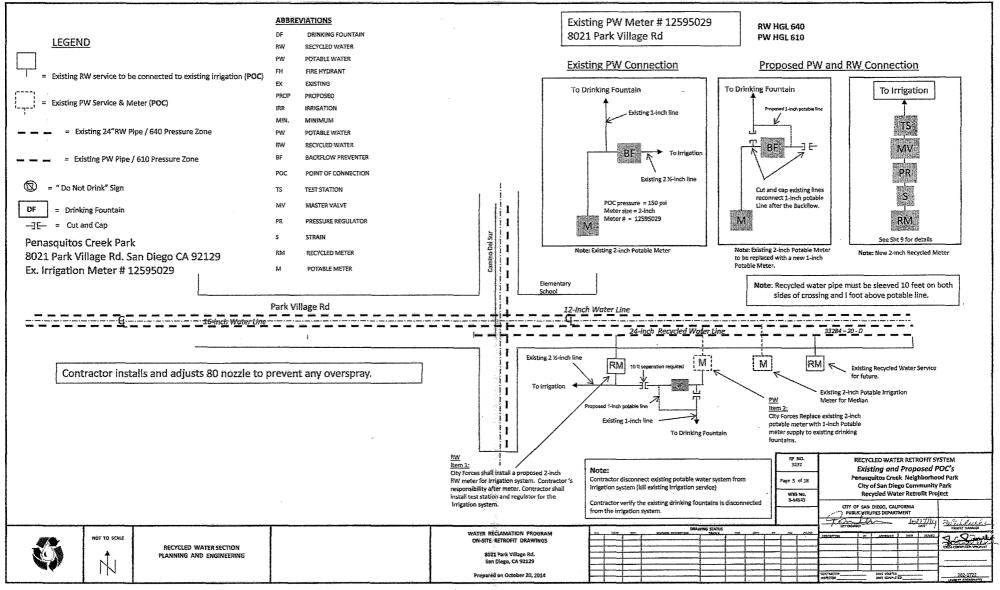
								RF NO. 3232 Page 2 of 18 WB5 No. 8-14145	Pe	Recycles nasquitos Cre City of San Di	rER RETROFIT S d Water Not ek Neighborho ego Community iter Retrofit Pro	es 2001 Park y Park	
			 	 		lawing status		 8-14143		SAN DIEGO, CA CUTILITIES DEPAR	TMENT	Delin Li Carel	
Ś	NOT TO SCALE	RECYCLED WATER SECTION PLANNING AND ENGINEERING	WATER RECAMATION PROGRAM ON-SITE RETROIT DRAWINGS B021 Park Village Rd, San Diego, CA 92129		810018 C33297128		330						
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Penasquitos Creek Neighborhood Pr Appendix H – Construction Plans Volume 1 of 2 (Rev. Dec. 2014)	ark Recycled Water Retrof	it.										76 į Page	



Appendix H = Construction Plans Volume 1 of 2 (Rev. Dec. 2014)

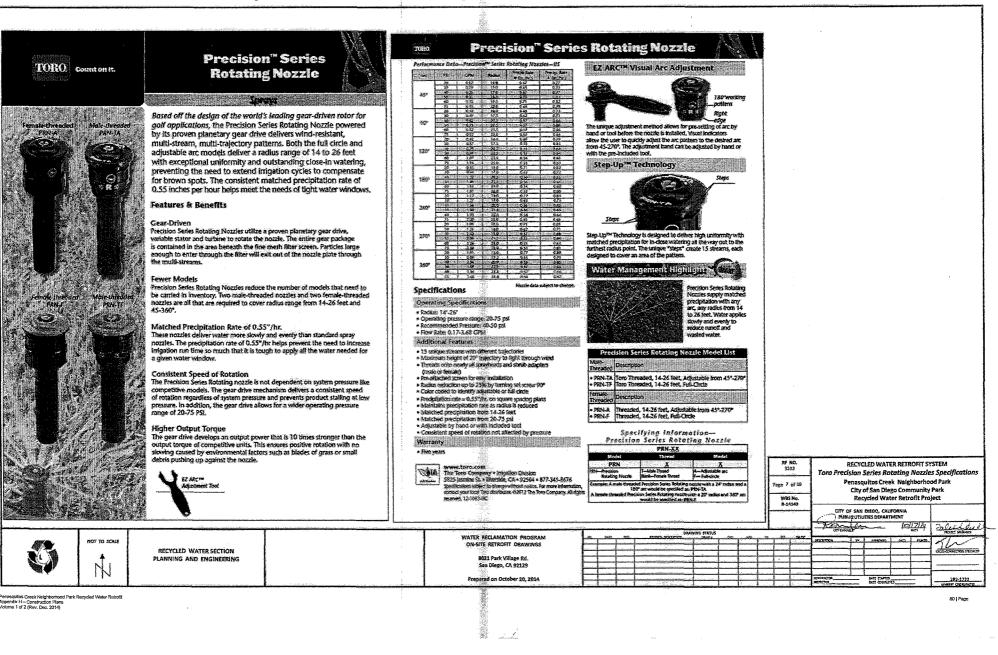


Appendix H - Construction Plane Volume 1 of 2 (Rev. Dec. 2014)



Penasquitos Creek Neighborhood Park Recycled Water Retrofit Appendix H – Construction Plans Volume 1 of 2 (Rev. Dec. 2014)

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Method 1

This method is based on the availability of backflow prevention assemblies at the potable water meter(s) and the recycled water meter(s). Other methods of attaching pressure recorders, such as installed fittings, may also be considered. On large sites with multiple meters, the existence of different pressure zones must be reviewed.

First, the recycled water service meter is secured and the recycled system is depressurized. A complete drain down of the system is not required. The system should be depressurized to 30 to 40 percent of line pressure, although most imigation systems will quickly iose pressure - which is normal. When the service meter is shut off to depressurize the system it should also be locked if possible. This will prevent an usaviliorized turn-on of the meter. In the event that a site is served by a combination meter or meters, the depressurization of the inigation system will be accomplished by shutting off the valve at the backflow prevention assembly. Also, if there is a backflow prevention assembly present, open



the number one test cock. If there is flow through the closed service meter valve due to a leaking shutoff valve, the water will flow out of the number one test cock and not affect the pressure recorder.

A pressure recorder is attached to the manber four test cock of the backflow prevention assembly at the secured meter. The pressure recorder is run for 24 hours while the potable system is operated normally. Test spikes should be recorded before depressuring and at the end of the test to confirm that the recorder is in good working condition. Even though the imigation system is depressurized, it must be operated through the normal imigation cycle because an isolated lateral may be crossconnected into the potable system. If this is the case, it will show up on the pressure recorder graph.

For the second part of the test, the test method is reversed with the pressure recorder attached to the number four test cock of the backflow prevention assembly on the secured polable water meter. The imigation system is pressurized and all stations are operated during this phase of the test. At least two pressure recorders should be used for each phase of the test, both as a backup if one recorder quits working and to get better test coverage.

If the site is served by a combination meter or meters, the depressurization of the potable water system will depressurize the entire water system. Provisions must be made to provide a temporary high line to serve the irrigation system while the potable system is being tested. This will typically be done by connecting the irrigation system to a nearby fire hydrant using a construction meter, backflow prevention assembly and a fire hose (see Attachment 24). This will also serve as the overspray and ponding phase of the test and if will require someone with on-site knowledge in the activation of the irrigation master control panel. The regulatory agency should accompany the water purveyor's representative to ensure that the potable water system is depressurized and all depressurizing devices are secured before starting this portion of the test. This is critical, because this phase of the test will be concerned with the actual contamination of the site's drinking water. Ideally, this test should also run for 24 hours. However, since this phase of the test will frequently directly affect site operations, the regulatory agency can decide on a reduced time frame. This is a judgment call on the part of the regulatory agency, depending upon the complexity of the potable distribution system. The decision must be based on all available information, espertise and experience to determine the actual cross-connection control test duration.

If there are increases in pressure, the reason(s) must be determined. Initially, walk the system to ensure that all devices that may cause repressivilization have been disabled. Next, attempt to isolate the cross-connection within the system. It may be possible to isolate specific areas of the distribution system by using isolation valves. Consequently, flow to one or more fancets or hose bibt may be traceable to areas where the potable line feeding these fancets or hose bibs is in close proximity to the recycled water system. This phase of the test should be repeated to determine if the pressure increase can be duplicated (see page 18, Potential Cross Connections).

If there are no pressure increases observed on the recycled and potable systems and any additional testing has been successfully completed, the cross-connection control test can be considered complete, with no cross-connections discovered at the time of the test.



If this is an initial test or report, the following test may also be completed. This test is not usually necessary, and its use should be at the discretion of the regulatory agency. All taps and hose bibs should be slowly drained. The slow draining will minimize air locks in overhead water lines. After draining, the taps and hose bibs should be closed. Upon completion of the test, all hose bibs and taps should be checked for flow, using a paper cup to determine flow quantity. Some flow will be expected due to the air locks breaking loose. The amount of flow to cause concern is a judgment call. As a general rule, filling a quarter of a 12 oz. cup can be considered the result of an air lock breaking free. Quantifies greater than that would lead to an investigation to determine the cause of the flow. This is site specific, and dems such as the use of intuinie overhead water lines must be considered. If this is a site using recycled water, the TDS of the flow can be checked using the TDS meter. It must be remembered that if a cross-connection exists, the TDS will probably be lower than that of the recycled water due to ഷ്ണിനെ

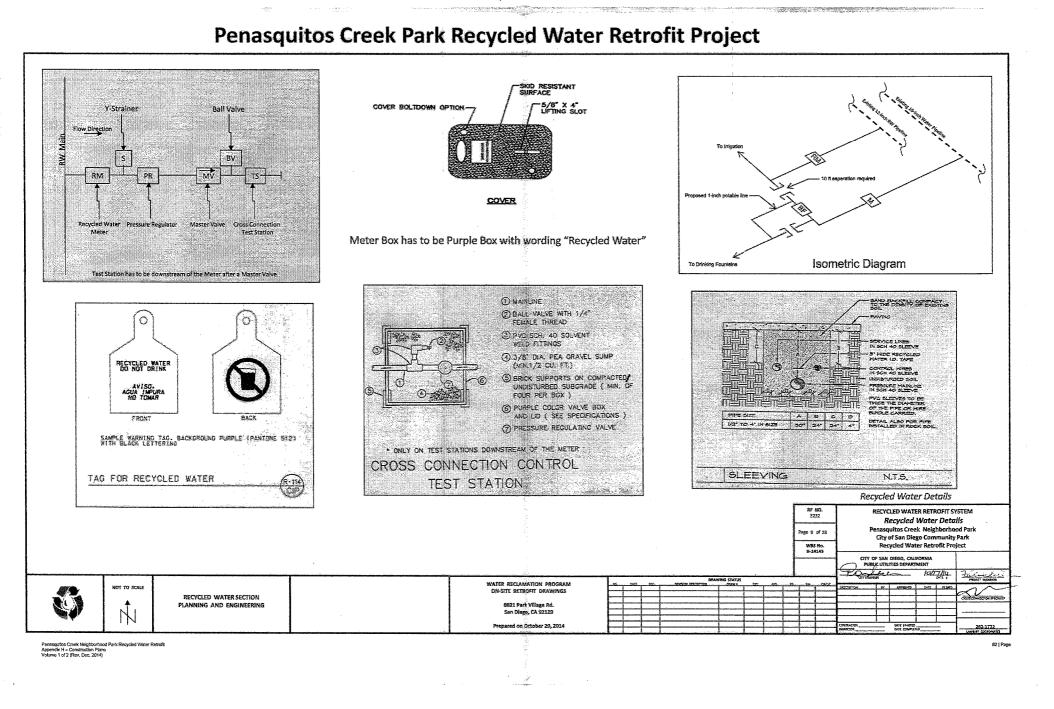
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	WBS No. B-14143	Recycled Water Retrofit Project	
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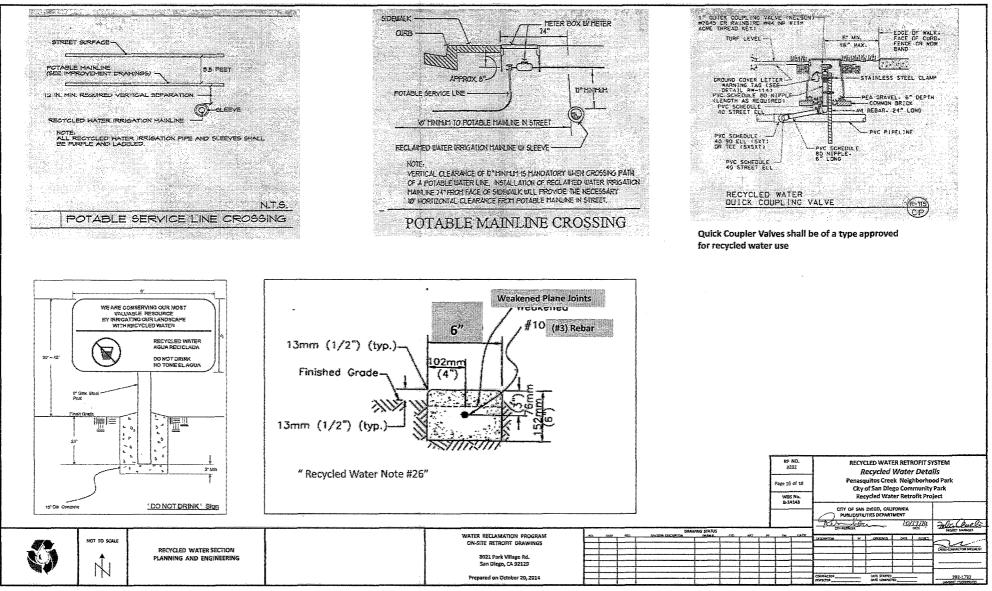
SECUCIED WATER RETROET SYSTEM

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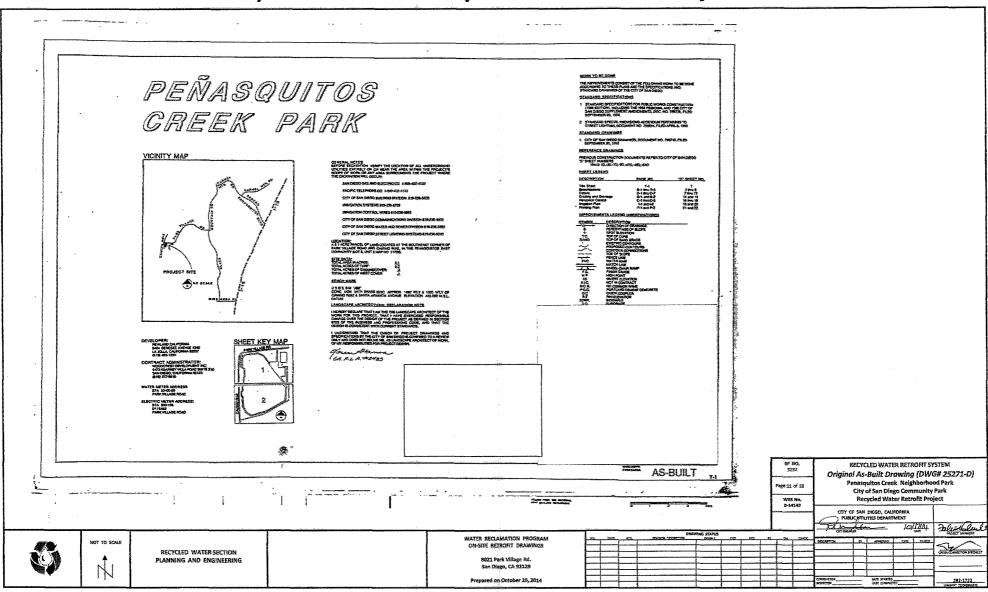


Appendix H - Construction Plans Volume 1 of 2 (Rev. Dec. 2014)

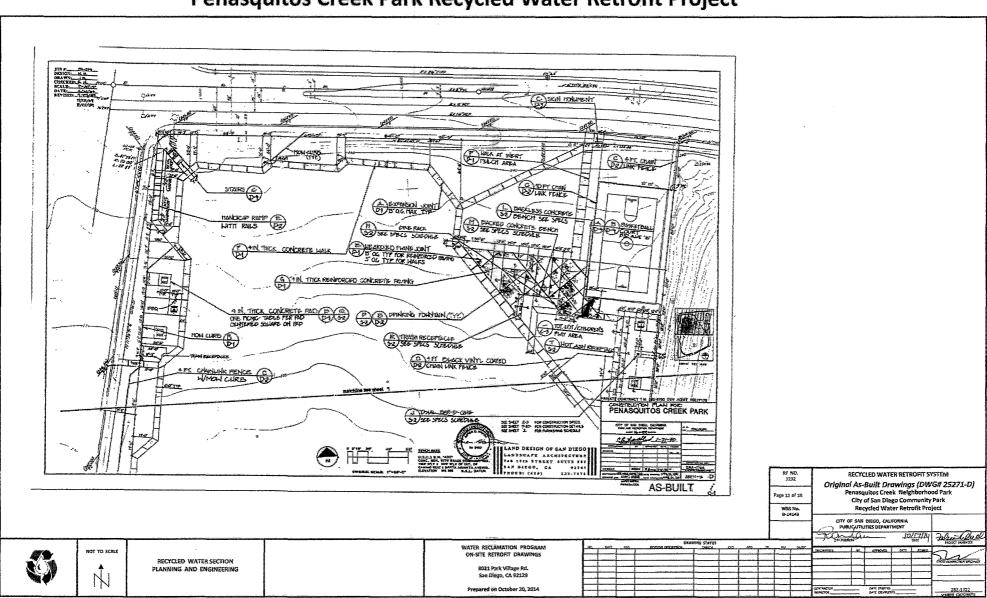




Penasquitos Creek Neighborhood Park Recycled Water Retrofit Appendix H – Construction Plans Volume 1 of 2 (Rev. Dec. 2014) 83 (Page



Penasquitos Creek Neighborhood Park Recycled Water Retrofit Appendix H – Construction Plans Volume 1 of 2 (Rev, Dec, 2014) 84 [Page

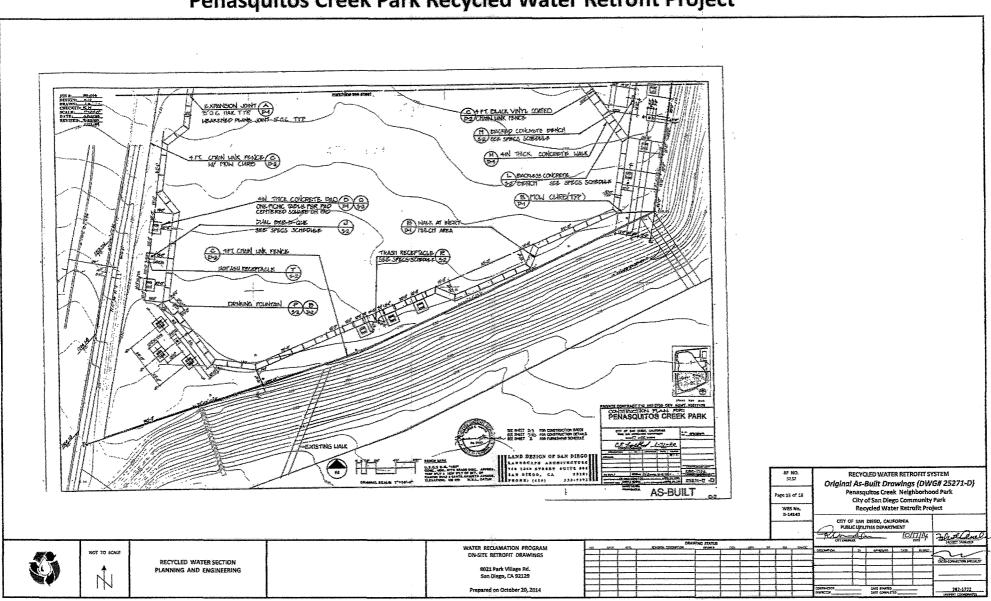


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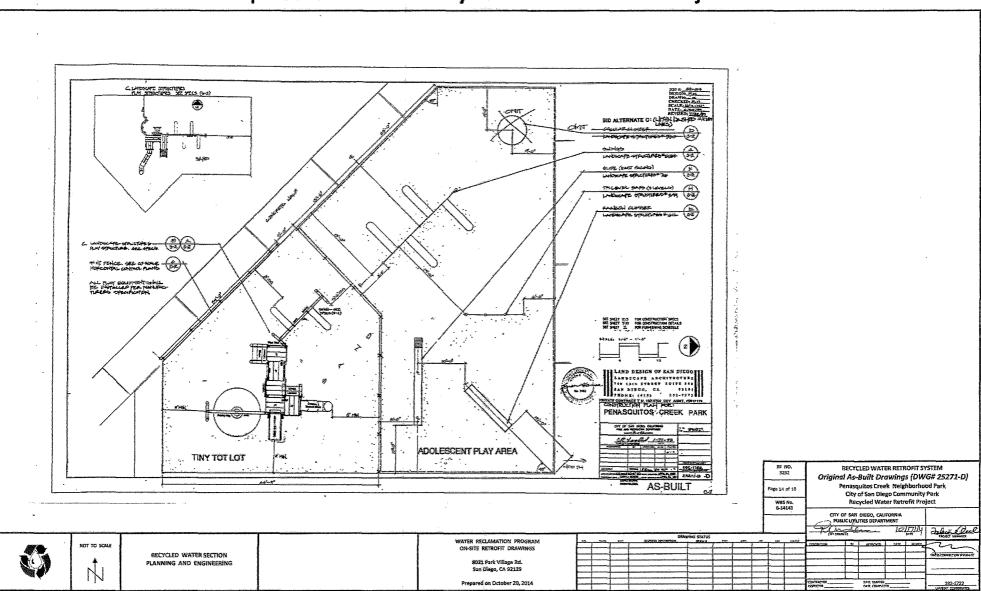
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Appendix H – Construction Plans Volume 1 of 2 (Rev. Dec. 2014)

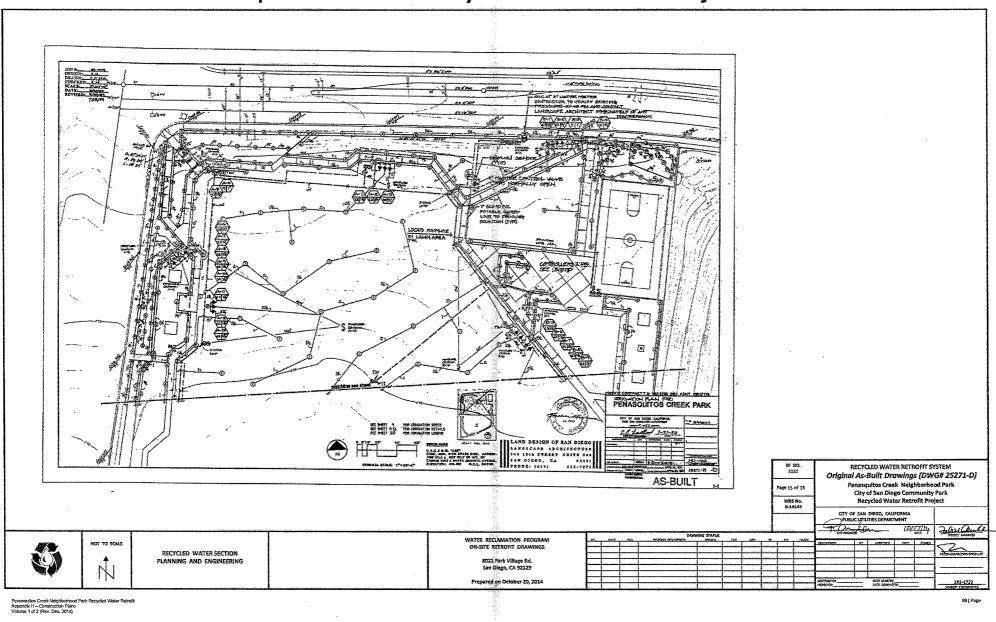


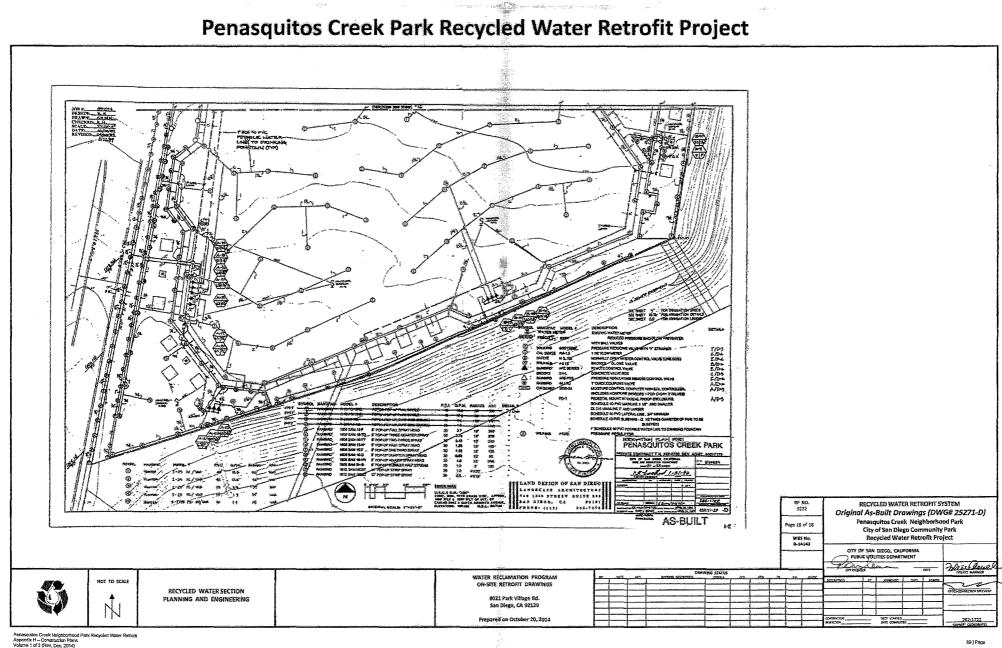
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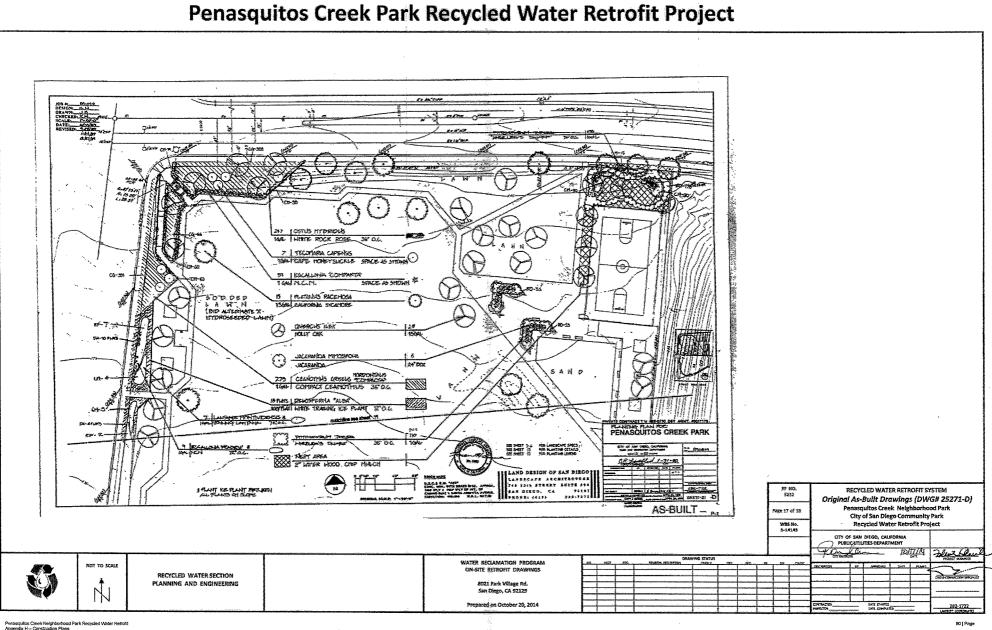


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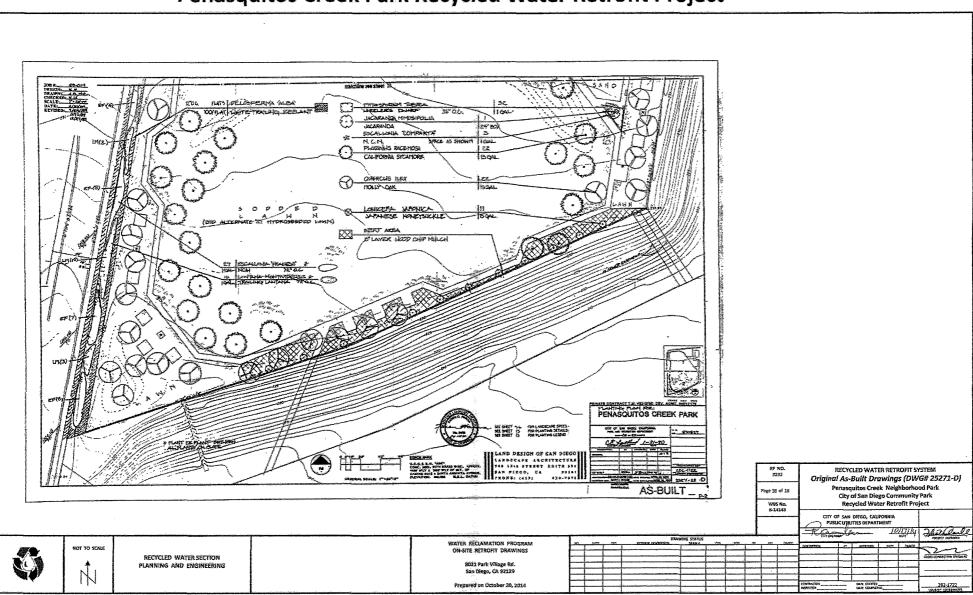






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Appendix H - Construction Plan Volume 1 of 2 (Rev. Dec. 2014)



Penasquitos Creek Neighborhood Park Recycled Water Retrofit Appendix H – Construction Plans Volume 1 of 2 (Rev. Dec. 2014)

ATTACHMENT F

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Penasquitos Creek Neighborhood Park Recycled Water Retrofit Attachment F – Intentionally Left Blank Volume 1 of 2 (Rev. Nov. 2013) .

City of San Diego

CITY CONTACT: Contract Specialist Clementina Giordano, Email: cgiordano@sandiego.gov Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "A"



______ _____



Penasquitos Creek Neighborhood Park Recycled Water Retrofit

BID NO.:	K-15-6425-DBB-1	
SAP NO. (WBS/IO/CC):	B-14143	
CLIENT DEPARTMENT:	2013	
COUNCIL DISTRICT:	6	
PROJECT TYPE:	GB	

BID DUE DATE:

2:00 PM

MARCH 25, 2015 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER's QUESTIONS

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Question pertaining to Terms and Conditions

- Q1. Is it possible to obtain the irrigation schedule in order to observe the functioning of the existing sprinkler heads?
- A1. The watering schedule is Sunday, Tuesday and Wednesday with a start time of 10 pm and waters for several hours.
- Q2. There is equipment, like meters and valves, that has been disconnected in what appears to be work related to this project. Will the City be removing this equipment?
- A2. Park and Recreation Dept Ground Maintenance Staff was excavating to fix a valve. I was informed that it was resolved and backfilled on March 13, 2015.
- Q3. There are several partial excavations at the site. Will these be backfilled prior to the start of the work in this Bid?
- A3. Yes. I was informed by Park & Rec staff that all excavations site will be backfilled prior to start of construction.

James Nagelvoort, Director Public Works Department

Dated: *March 16, 2015* San Diego, California

JN/BD/lji

City of San Diego

CITY CONTACT: <u>Contract Specialist Clementina Giordano, Email: cgiordano@sandiego.gov</u> Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "B"

FOR



Penasquitos Creek Neighborhood Park Recycled Water Retrofit

BID NO.:	K-15-6425-DBB-1
SAP NO. (WBS/IO/CC):	B-14143
CLIENT DEPARTMENT:	2013
COUNCIL DISTRICT:	6
PROJECT TYPE:	GB

BID DUE DATE:

2:00 PM

APRIL 8, 2015 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

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

James Nagelvoort, Director Public Works Department

Dated: *March 25, 2015* San Diego, California

JN/BD/lji

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City of San Diego

CITY CONTACT: Contract Specialist Clementina Giordano, Email: cgiordano@sandiego.gov Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "C"

FOR



Penasquitos Creek Neighborhood Park Recycled Water Retrofit

BID NO.:	K-15-6425-DBB-1	
SAP NO. (WBS/IO/CC):	B-14143	
CLIENT DEPARTMENT:	2013	
COUNCIL DISTRICT:	6	
PROJECT TYPE:	GB	warman

BID DUE DATE:

2:00 PM

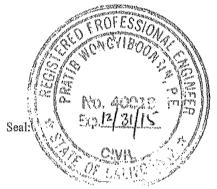
APRIL 8, 2015 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

For City Engineer

Date



March 30, 2015 ADDENDUM "C" Penasquitos Creek Neighborhood Park Recycled Water Retrofit Page 2 of 8

A. CHANGES TO CONTRACT DOCUMENTS

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

B. VOLUME 2

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1. To BIDDING DOCUMENTS, pages 9 through 13, Proposal (BID), **DELETE** in their entirety and **SUBSTITUTE** with pages 4 through 8 of this Addendum.

James Nagelvoort, Director Public Works Department

Dated: *March 30, 2015* San Diego, California

JN/BD/lji

PROPOSAL (BID)

The Bidder agrees to the construction of **Penasquitos Creek Neighborhood Park Recycled Water Retrofit** for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension				
	BASE BID										
1	1	EA	561730	308-5.3.6	Furnish and Install Test Station After Recycled Meter (for Cross-connection Testing)	\$	\$				
2	2	EA	561730	308-5.3.6	Furnish and Install Test Station by Drinking Fountains (for Cross-connection Testing)	\$	\$				
3	2	EA	561730	308-7	Furnish and Install a New Regulator for Potable Water Meter and Recycled Water Meter	\$	\$				
4	80	EA	561730	308-7	Furnish and Install Low Flow Nozzle to the Existing Hunter 1-20 Irrigation Heads. (See Exhibit on Pg. 7)	\$	\$				
5	7	EA	561730	308-26.7	Furnish and Install Posts and Warning Signs	\$	\$				
6	350	EA	561730	308-26.6	Furnish and Install Warning Tags on Existing Sprinkler Heads with Actual Quantity as Directed by the City	\$	\$				
7	1	LS	561730	308-7	Adjust All Sprinkler Heads and Adjust to Minimize Overspray		\$				
8	60	EA	561730	308-26.7	Furnish and Install Warning Tags for All Recycled Water Irrigation Control Valves	\$	\$				

March 30, 2015

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ADDENDUM "C"

Page 4 of 8

Penasquitos Creek Neighborhood Park Recycled Water Retrofit

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
9	60	EA	561730	308-26.5	Furnish and Install Warning Tags for all Recycled Water Irrigation Control Valves Boxes	\$	\$
10	30	EA	561730	308-26.7	Furnish and Install Warning Tags for all Existing Quick Coupling Valves	\$	\$
11	7	EA	561730	308-7	Replace Existing Quick Coupling Valves with Acme Thread Lock	\$	\$
12	1	LS	561730	308-7	Furnish and Install 2-inch Purple PVC Pipe, Class 315, Including Fittings, Connections, Sleeves and Appurtenant Work as Required to Connect the New Recycled Water System with the Existing Irrigation System		\$
13	1	EA	561730	306-5.3	Furnish and Install a new 1-inch Backflow for the Potable Meter	\$	\$
14	1	EA	561730	306-5.3	Remove Existing Backflow (2-inch)	\$	\$
15	1	LS	561730	306-1.4.9.2	Cross-connection Shutdown Test	\supset	\$
16	1	LS	561730	9-3.4.1	Mobilization	\searrow	\$
17	1	AL		9-3.5	Field Orders - Type II	\searrow	\$10,000.00
18	1	LS	524126	2-4.1	Bond (Payment and Performance)		\$
					ESTIMATED TOTA	L BASE BID:	\$

March 30, 2015 Penasquitos Creek Neighborhood Park Recycled Water Retrofit

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ADDENDUM "C"

Page 5 of 8

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension		
ADDITIVE ALTERNATE "A"									
1	100	EA	561730	308-26.6	Furnish and Install Warning Tags on Existing Sprinkler Heads with Actual Quantity as Directed by the City	\$	\$		
2	10	EA	561730	308-26.7	Furnish and Install Warning Tags for all Recycled Water Irrigation Control Valves	\$	\$		
3	10	EA	561730	308-26.5	Furnish and Install Warning Tags for all Recycled Water Irrigation Control Valves Boxes	\$	\$		
4	20	EA	561730	308-7	Furnish and Install Low Flow Nozzle to the Existing Hunter 1-20 Irrigation Heads. (See Construction Plan on Pg. 7)	\$	\$		
5	50	EA	561730	308-7	Replace Existing Broken Irrigation Heads (Hunter 1-20 and 1-25)	\$	\$		
6	1	LS	561730	308-27	Highline to Irrigation System for Cross-connection Testing		\$		
TOTAL FOR ADDITIVE ALTERNATE "A":							\$		
ESTIMATED TOTAL BASE BID PLUS ADDITIVE ALTERNATE "A":									

Page 6 of 8

ADDENDUM "C"

March 30, 2015 Penasquitos Creek Neighborhood Park Recycled Water Retrofit

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TOTAL BID PRICE FOR BID (Items 1 through 18, PLUS Additive Alternate 'A' Items 1 through 6, inclusive) amount written in words:

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

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

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

Bidder:	 	 	

March 30, 2015 A Penasquitos Creek Neighborhood Park Recycled Water Retrofit

ADDENDUM "C"

Page 7 of 8

NOTES:

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

March 30, 2015 Penasquitos Creek Neighborhood Park Recycled Water Retrofit ADDENDUM "C"

Page 8 of 8

Vof San Diego A.B. Hashmi, Inc. 13066 Deer Canyon Court.

CONTRACTOR'S NAME 13056 Deer Canyon Court.

ADDRESS: San Diego, CA 92131 TELEPHONE NO.: 760-672-9053 FAX NO.: 85% -433-7215 CITY CONTACT: <u>Clementina Giordano - Contract Specialist, Email: Cgiordano@sandiego.gov</u> Phone No. (619) 533-3481, Fax No. (619) 533-3633

R Arroyo / B Doringo / LJI

CONTRACT DOCUMENTS



San Diego, CA 92131

FOR

Penasquitos Creek Neighborhood Park Recycled Water Retrofit

VOLUME 2 OF 2

BID NO.:	K-15-6425-DBB-1
SAP NO. (WBS/IO/CC):	B-14143
CLIENT DEPARTMENT:	2013
COUNCIL DISTRICT:	6
PROJECT TYPE:	GB

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM. \triangleright

- ▶ PREVAILING WAGE RATES: STATE ∑ FEDERAL
- APPRENTICESHIP \geq
- \geq THIS IS A PROP 50 (INTERGRADED REGIONAL WATER MANAGEMENT PROGRAM) FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES.

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

TABLE OF CONTENTS

DESCRIPTION

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive.** If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

1.	Bid/Proposal	. 3
	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	
3.	Contractors Certification of Pending Actions	.7
4.	Equal Benefits Ordinance Certification of Compliance	. 8
5.	Proposal (Bid)	.9
6.	Form AA35 - List of Subcontractors	14
7.	Form AA40 - Named Equipment/Material Supplier List	15
8.	Form AA45 - Subcontractors Additive/Deductive Alternate	16

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted	
(2) Signature (Given and surname) of proprietor	
(3) Place of Business (Street & Number)	
(4) City and State	Zip Code
(5) Telephone No Facsimile No	
(6) Email Address	
IF A PARTNERSHIP, SIGN HERE (1) Name under which business is conducted	

(2)	Name of each member of partnership, indicate character of each (limited):	partner, general or special
(3)	Signature (Note: Signature must be made by a general partner)	
	Full Name and Character of partner	
	Place of Business (Street & Number)	
	City and State	
	Telephone No Facsimile No.	
(7)	Email Address	
FAC	ORPORATION, SIGN HERE:	
(1)	Name under which business is conducted <u>A. B. HASH</u>	MI, INC.
(2)	Signature, with official title of officer authorized to sign for the co	prporation:
	M	
	(Signature)	
	(Printed Name)	
	CED	
	(Title of Officer)	npress Corporate Seal Here)
(3)	· · · · ·	LNIA
	13066 DEER CANYON Place of Business (Street & Number) SAN DIEGO, CA 9213	I CT.
	· · · · · · · · · · · · · · · · · · ·	Zip Code 92131
(3)	Telephone No. $760 - 672 - 8059$ Facsimile No.	353-433-7213
	Email Address info@abhashmi.com	
Penasqu Bid / Pro	iitos Creek Neighborhood Park Recycled Water Retrofit oposal	4 Page

Volume 2 of 2 (Rev. Oct. 2014)

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THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION	C27
LICENSE NO. 793383	EXPIRES 1 31 16,
This license classification must also be	shown on the front of the bid envelope. Failure to show

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

TAX IDENTIFI	CATION NUMBER (TIN):	
Email Address:	info@abhashmi.com	

THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature	Title	CED
SUBSCRIBED AND	SWORN TO BEFORE ME, THIS 1115	DAY OF March, 2015
Notary Public in and f	or the County of <u>San Diego</u>	_, State of <u>California</u>
Nunat Hast	· VIII. ··································	
(NOTARIAL SEAL)	NUSRAT HASHMI Commission No. 2088179 NOTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY Commission Expires October 30, 2018	
	A notary republic 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.	

Penasquitos Creek Neighborhood Park Recycled Water Retrofit Bid / Proposal Volume 2 of 2 (Rev. Oct. 2014)

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

State of California)	
) ss.	
County of SAN DIELO)	
AHMAN HASHMI		, being first duly sworn, deposes and
says that he or she is		of the party making the foregoing

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

Signed:	Ry:	
Title:	Lev	

Subscribed and sworn to before me this	IIK	day of March2015
Nuna	A Has	Imi

Notary Public

(SEAL)



Penasquitos Creek Neighborhood Park Recycled Water Retrofit Non-collusion Affidavit Volume 2 of 2 (Rev. Oct. 2014)

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A notary republic 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.

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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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			
				1				
		· · · · · · · · · · · · · · · · · · ·						
	I							
Contractor	Name: A.	B. HASHMI, 1 AD HASHMI	، ٢٢	· · · · · · · · · · · · · · · · · · ·				
Certified B	by Atim			Title	CED			
	Name Name Date 32515							

USE ADDITIONAL FORMS AS NECESSARY

Penasquitos Creek Neighborhood Park Recycled Water Retrofit Contractors Certification of Pending Actions Volume 2 of 2 (Rev. Oct. 2014) 7 | Page

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact: CITY OF SAN DIEGO EQUAL BENEFITS PROGRAM 202 C Street, MS 9A, San Diego, CA 92101 Phone (619) 533-3948 Fax (619) 533-3220

	СОМРА	NY INFORMATION	
Company Name:	A.B. Hashmi, Inc.	Contact Name:	
Company Address	13066 Deer Canyon Court.	Contact Phone:	760-672-8053
	San Diego, CA 92131	Contact Email:	info@abhashmi.com
	CONTRA	ACT INFORMATION	
Contract Title:			Start Date:
Contract Number	(if no number, state location):		End Date:
	SUMMARY OF EQUAL BEI	NEFITS ORDINANCE REQUIREM	IENTS
maintain equal be	nefits as defined in SDMC §22.4302 for th		
		spouses and employees with domestic partne	
		sion/401(k) plans; bereavement, family, pare ams; credit union membership; or any other	
 Any benefit 	t not offer an employee with a spouse, is n	ot required to be offered to an employee with	n a domestic partner.
 Contractor sh enrollment p 		licy in the workplace and notify employees	at time of hire and during open
		ested, to confirm compliance with EBO requ	irements.
 Contractor sh 	all submit EBO Certification of Compliand	e, signed under penalty of perjury, prior to a	ward of contract.
NOTE: This sun www.sandiego.gov	nmary is provided for convenience. Full /administration.	text of the EBO and Rules Implement	ing the EBO are available at
	CONTRACTOR EQUAL BE	NEFITS ORDINANCE CERTIFICA	ATION
Please indicate yo	ur firm's compliance status with the EBO.	The City may request supporting documenta	ution.
		se my firm <i>(contractor must <u>select one</u> reaso</i>	n):
	Provides equal benefits to spouse		
	Provides no benefits to spouses o	r domestic partners.	
	☐ Has no employees.		1
	expired.	ent(s) in place prior to January 1, 2011, that	has not been renewed or
	made a reasonable effort but is not able to	ed employees a cash equivalent in lieu of equipart of equipart of equipart of equipart of the	. I agree to notify employees of
		v false information to the City regarding extration of any contract. [San Diego Municip	
firm understands		ia, I certify the above information is true and dinance and will provide and maintain equa	
Atimas	HASHMI - CED	KAK	3 25 15
N	ame/Title of Signatory	Signature	Date
	FOR OFFI	CIAL CITY USE ONLY	
Receipt Date:	EBO Analyst:	□ Approved □ Not Approved – Reason	n:
L		• •	(Rev 02/15/2011)

PROPOSAL (BID)

The Bidder agrees to the construction of **Penasquitos Creek Neighborhood Park Recycled Water Retrofit** for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
					BASE BID		
1	1	EA	561730	308-5.3.6	Furnish and Install Test Station After Recycled Meter (for Cross-connection Testing)	\$ 500	\$500.00
2	2	EA	561730	308-5.3.6	Furnish and Install Test Station by Drinking Fountains (for Cross-connection Testing)	\$ 500	\$1000.00
3	2	EA	561730	308-7	Furnish and Install a New Regulator for Potable Water Meter and Recycled Water Meter	\$1500	\$3000.00
4	80	EA	561730	308-7	Furnish and Install Low Flow Nozzle to the Existing Hunter 1-20 Irrigation Heads. (See Exhibit on Pg. 7)	\$ 10	\$ 000.00
5	7	EA	561730	308-26.7	Furnish and Install Posts and Warning Signs	\$ 150	\$ (050.00
6	350	EA	561730	308-26.6	Furnish and Install Warning Tags on Existing Sprinkler Heads with Actual Quantity as Directed by the City	\$ 15	\$5250.00
7	1	LS	561730	308-7	Adjust All Sprinkler Heads and Adjust to Minimize Overspray		\$2000.00
8	60	EA	561730	308-26.7	Furnish and Install Warning Tags for All Recycled Water Irrigation Control Valves	\$ 10	\$600.00

March 30, 2015

ADDENDUM "C"

Page 4 of 8

Penasquitos Creek Neighborhood Park Recycled Water Retrofit

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
9	60	EA	561730	308-26.5	Furnish and Install Warning Tags for all Recycled Water Irrigation Control Valves Boxes	\$ 25	\$1500.00
10	30	EA	561730	308-26.7	Furnish and Install Warning Tags for all Existing Quick Coupling Valves	\$ lo	\$300.00
11	7	EA	561730	308-7	Replace Existing Quick Coupling Valves with Acme Thread Lock	\$ 450	\$3150.00
12	1	LS	561730	308-7	Furnish and Install 2-inch Purple PVC Pipe, Class 315, Including Fittings, Connections, Sleeves and Appurtenant Work as Required to Connect the New Recycled Water System with the Existing Irrigation System		\$5000.00
13	1	EA	561730	306-5.3	Furnish and Install a new 1-inch Backflow for the Potable Meter	\$1200	\$1200.00
14	1	EA	561730	306-5.3	Remove Existing Backflow (2-inch)	\$500	\$ 500.00
15	1	LS	561730	306-1.4.9.2	Cross-connection Shutdown Test		\$2500.00
16	1	LS	561730	9-3.4.1	Mobilization		\$2.500.00
17	1	AL		9-3.5	Field Orders - Type II		\$10,000.00
18	1	LS	524126	2-4.1	Bond (Payment and Performance)		\$1000.00
					ESTIMATED TOTA	L BASE BID:	\$41850.00

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BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
ADDITIVE ALTERNATE "A"								
1	100	EA	561730	308-26.6	Furnish and Install Warning Tags on Existing Sprinkler Heads with Actual Quantity as Directed by the City	\$ 15	\$1500.00	
2	10	EA	561730	308-26.7	Furnish and Install Warning Tags for all Recycled Water Irrigation Control Valves	\$ 10	\$100.00	
3	10	EA	561730	308-26.5	Furnish and Install Warning Tags for all Recycled Water Irrigation Control Valves Boxes	\$ 25	\$250.00	
4	20	EA	561730	308-7	Furnish and Install Low Flow Nozzle to the Existing Hunter 1-20 Irrigation Heads. (See Construction Plan on Pg. 7)	\$ 10	\$200.00	
5	50	EA	561730	308-7	Replace Existing Broken Irrigation Heads (Hunter 1-20 and 1-25)	\$ 80	\$4000.00	
6	1	LS	561730	308-27	Highline to Irrigation System for Cross-connection Testing		\$\000.00	
TOTAL FOR ADDITIVE ALTERNATE "A":							\$7050.00	
ESTIMATED TOTAL BASE BID PLUS ADDITIVE ALTERNATE "A":							\$48900.	

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TOTAL BID PRICE FOR BID (Items 1 through 18, PLUS Additive Alternate 'A' Items 1 through 6, inclusive) amount written in words:

FORTY EIGHT THOUSAND NINE HUNDRED

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

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

AHMAD HASHMI - CED & SEZ.	
NAZIA HASHMI- CFO	

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

Bidder:_	A.B.	HASHMI,	INC.		· · · · · · · · · · · · · · · · · · ·			
Title:	Atimas	HASHMI				NAZA	HASHMI - CFO	
			EER CANYO		· · ·			
Busines	s Address:	SAN DI	EGO, CA 921	31		±		······································
				13066	DEER CANYON CI	P		
Place of	Business:			SAND	IEGO, CA 92131			
		13066 DEEF	R CANYON C	Т.				
Place of	Residence:	SAN DIEGO	, CA 92131					
Signatur	re: R	1						

March 30, 2015 Penasquitos Creek Neighborhood Park Recycled Water Retrofit ADDENDUM "C"

NOTES:

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

BIDDIN OCUMENTS

LIST OF SUBCONTRACTORS

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

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE 'FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED ©	CHECKIF 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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	MANUFACTURER ((Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED@
Name:					
Address:					
City: State:					
Zip: Phone:					
Email:					
Name:					
Address:					
City: State:			}		
Zip: Phone:					
Email:					

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Bidder shall indicate if Vendor/Supplier is certified b	y:		
City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

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BIDDING DOCUMENTS

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

Bidder shall list all Subcontractors described in the Bidder's *Base Bid* whose percentage of work will increase or decrease if alternates are selected for award. Bidder shall also list additional Subcontractors not described in the Bidder's *Base Bid* who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE- FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIP
	Name:Address:							
	City:State: Zip:Phone: Email:							
	Name: Address: City: State: Zip: Phone:							

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):

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

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

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