# City of San Diego

CONTRACTOR'S NAME:	Portillo Concrete Inc		
ADDRESS: 3527 Citrus St.,	Lemon Grove, CA 91945	j	
TELEPHONE NO.: 619-466	5-4639 FA	X NO.: 6	19-466-4685
CITY CONTACT: Rosa Riego	- Contract Specialist, Ema	ail: RRiego@	sandiego.gov
	(619) 533-3426 Fay No. (		

R.Owen/RWBustamante/mlw

# CONTRACT DOCUMENTS





# **FOR**

# AC Water & Sewer GJ 1014

ORIGINAL

BID NO.:	K-16-1449-DBB-3	
SAP NO. (WBS/IO/CC):	B-15078 / B-15079	
CLIENT DEPARTMENT:	2000	
COUNCIL DISTRICT:	9	
PROJECT TYPE:	KB/JA	

# THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

# **BID DUE DATE:**

2:00 PM
APRIL 12, 2016
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

# **ENGINEER OF WORK**

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

For City Engineer

3-3-2016

Date

SPROFESSION EN CONTROL OF STREET

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# CITY OF SAN DIEGO, CALIFORNIA

# NOTICE INVITING BIDS

- 1. SUMMARY OF WORK: This is the City of San Diego's (City) solicitation process to acquire Construction services. Water Work: Replacing in place 14,193 linear feet of old existing water mains, including fire hydrants and water services. Sewer Work: Replacing and repairing 421 linear feet of old existing sewer mains, manholes, and sewer services. For additional information refer to Attachment A.
- **2. FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <a href="http://www.sandiego.gov">http://www.sandiego.gov</a>.
- 3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$3,610,000.
- 4. BID DUE DATE AND TIME ARE: APRIL 12, 2016 at 2:00 PM.
- 5. PREVAILING WAGE RATES APPLY TO THIS CONTRACT: Refer to Attachment D.
- **6. LICENSE REQUIREMENT:** The City has determined that the following licensing classifications are required for this contract:

  A or C34
- 7. SUBCONTRACTING PARTICIPATION PERCENTAGES: The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	7.7%
2.	ELBE participation	14.6%
3.	Total mandatory participation	22.3%

- **7.1.** The Bid may be declared **non-responsive** if the Bidder fails the following mandatory conditions:
  - **7.1.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
  - 7.1.2. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.

**7.1.3.** GFE documentation is to be sent to the attention of the Contract Specialist and address noted on the front of this solicitation.

# 8. PRE-BID MEETING:

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

Date:

**MARCH 24, 2016** 

Time

10:00 AM

Location:

1010 Second Avenue, Suite 1400, San Diego, CA 92101

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

#### 9. AWARD PROCESS:

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

#### 10. SUBMISSION OF QUESTIONS:

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

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

OR:

RRiego@sandiego.gov

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

# INSTRUCTIONS TO BIDDERS

# 1. PREQUALIFICATION OF CONTRACTORS:

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

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

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

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

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

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

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

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

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

- 5.1. **Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:
  - http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml.
- 5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 6. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- 7. PREVAILING WAGE RATES WILL APPLY: Refer to Attachment D.
- **8. SUBCONTRACTING PARTICIPATION PERCENTAGES**: Subcontracting participation percentages apply to this contract. Refer to Attachment E.
- 9. INSURANCE REQUIREMENTS:
  - 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.

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

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

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

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

# 14. SUBCONTRACTOR INFORMATION:

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

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

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

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

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

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

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

#### 23. BID RESULTS:

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

## 24. THE CONTRACT:

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

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

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

## 27. PRE-AWARD ACTIVITIES:

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

# **Issued in Duplicate**

Bond No.: 024062012

Premium: \$39,910.00

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

# Portillo Concrete, Inc.. , a corporation, as principal, and The Ohio Casualty Insurance Company , a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of FOUR MILLION SEVEN HUNDRED AND EIGHTEEN THOUSAND SEVEN HUNDRED SEVENTY THREE DOLLARS AND ZERO CENTS (\$4,718,773.00) for the faithful performance of the annexed contract, and in the sum of FOUR MILLION SEVEN HUNDRED AND EIGHTEEN THOUSAND SEVEN HUNDRED SEVENTY THREE DOLLARS AND ZERO CENTS (\$4,718,773.00) for the benefit of laborers and materialmen designated below.

# Conditions:

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

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

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

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

# PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

(continued)

The Surety shall pay reasonable attorney's fees show	ald suit be brought to enforce the provisions of this
Dated May 11, 2016	
Approved as to Form	Portillo Concrete, Inc.
	By Man Could
	Mario Portillo, President
	Printed Name of Person Signing for Principal
Jan I. Goldsmith, City Attorney By Lello le Journey.	The Ohio Casualty Insurance Company
Deputy City Attorney	Surety  Surety
	Cyndi Beilman Attorney-in-fact
Approved:	9325 Skypark Court, Ste. 200
	Local Address of Surety
By & tente Januar	San Diego, CA 92123
Stephen Samara, Principal Contract Specialist Public Works Department	Local Address (City, State) of Surety
	858-255-3988
	Local Telephone No. of Surety
	Premium \$_39,910.00
	Bond No. 024062012

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA	ι
County of San Diego	<b>S</b>
On May 11, 2016 before me, Dana L. M	ichaelis , Notary Public,
	lame of Notary exactly as it appears on the official seal
personally appeared	Name(s) of Signer(s)
DANA L. MICHAELIS Commission # 1980195	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Commission # 1980195 Notary Public - California San Diego County My Comm. Expires Jun 27, 2016	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	Witness my hand and official seal.
Place Notary Seal Above	Signature of Notary Public Dana L. Michaelis
OP	TIONAL
Though the information below is not required by law	it may prove valuable to persons relying on the document reattachment of the form to another document.
Description of Attached Document	realization and the form to another document.
Title or Type of Document:	
Document Date:	
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:  ☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner ☐ Limited ☐ General ☑ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Other: ☐ Signer is Representing:	Signer's Name:  Individual Corporate Officer — Title(s): Partner Limited General Attorney in Fact Trustee Guardian or Conservator Of Signer Signer is Representing:

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7311247

American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

# POWER OF ATTORNEY

KNOWN ALL	PERSONS BY THESE PRESENTS:	That American Fire & Casua	alty Company and The C	hio Casualty Insura	ance Company are corporation	ons duly organized under the laws of
						West American Insurance Company
Is a corporation	on duly organized under the laws of th	e State of Indiana (herein col	llectively called the "Con	npanles"), pursuant	to and by authority herein se	t forth, does hereby name, constitute
and appoint,	Anne Wright; Cyndi Beilmar	n; Dana Michaelis				

each Individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge all of the city of La Mesa state of CA and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed \_\_\_ day of \_\_April thereto this 4th



STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

West American Insurance Company

American Fire and Casualty Company

The Ohio Casualty Insurance Company Liberty Mutual Insurance Company

On this 4th day of April 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. COMMONWEALTH OF PENNSYLVANIA

PAS

Notarial Seal Teresa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires March 28, 2017

Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed. such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings, Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary,

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_\_ day of \_\_\_\_\_\_







Gregory W. Davenport, Assistant Secretary

# **ATTACHMENTS**

# ATTACHMENT A SCOPE OF WORK

#### SCOPE OF WORK

1. SCOPE OF WORK: Water Work: Replacing in place 14,193 linear feet of old existing water mains, including fire hydrants and water services. Sewer Work: Replacing and repairing 421 linear feet of old existing sewer mains, manholes, and sewer services.

This contract does not include standard plans for construction. Appendix K, AC Water & Sewer GJ 1014 "Exhibit Plans" contain details for the work to be done. The work will include as-built research of existing utilities and verification of existing conditions including the installation of curb ramps, and street resurfacing and all other incidental work and appurtenances in accordance with these specifications. For street resurfacing see Appendix K Street Resurfacing sheet 26. For curb ramp and pedestrian barricade installations refer to Appendix K Curb Ramp sheet 27. For street striping refer to Curb Ramp sheet 27 and Miscellaneous sheet 30. Appendix K – AC Water & Sewer GJ 1014 Exhibit Plans are not engineering plans and are for reference only. All work shall be coordinated with the Resident Engineer.

- **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 \$3,610,000.00.
- 3. LOCATION OF WORK: The location of the work is as follows:

See Appendix E Location Map.

4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **340 Working Days**.

# ATTACHMENT B PHASED FUNDING PROVISIONS

# PHASED FUNDING PROVISIONS

#### 1. PHASED FUNDING:

- 1.1. For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- 1.2. The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- 1.3. If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, then within 5 Working Days after receiving notice, the next Apparent Low Bidder must provide the Pre-Award Schedule. This process will continue until the City has selected the Apparent Low Bidder or have decided to reject all Bids.
- 1.4. The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Within 22 Working Days from the date of the Bid Opening or notice to the next Apparent Low Bidder (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to you when you are selected as the Apparent Low Bidder as defined in the City's Municipal Code, §22.3003.
- 1.5. At the City's request, you must meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss his or her comments and requests for revision to the Pre-Award Schedule.
- **1.6.** Your failure to perform the following may result in the Bid being rejected as **non-responsive:** 
  - 1. meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
  - 2. revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
  - 3. execute the first Phased Funding Schedule Agreement within a day after receipt.

# PHASED FUNDING SCHEDULE AGREEMENT

Check one:	
$\boxtimes$	First Phased Funding Schedule Agreement
	Final Phased Funding Schedule Agreement
Particulars left blank in phase will be filled wit	SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM.  This sample, the total number of phases, and the amounts assigned to each h funding specific information as the result of the Pre-Award Schedule, and required by these Bid Documents and approved by the City.
BID NUMBER:	K-16-1449-DBB-3
CONTRACT TITLE:	AC Water & Sewer GJ 1014
CONTRACTOR: Por	tillo Concrete Inc.

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to-Exceed Amount
1	Bonds, Mobilization	NTP	08/28/16	\$50,000 (W) \$10,000 (S)
2	Potholing, Sewer Main -Pipe Bursting, Water Mains, Valves, and services	08/30/16	08/30/17	\$2,284,386(W) \$90,000(S)
3	Potholing, Water Mains, Valves, and services	08/31/17	08/30/18	\$2,284,387(W)
	Ped Ramps and Resurfacing		0.24400.000	The second of th
			2 10 10 10 10 10 10 10 10 10 10 10 10 10	
	\$4,718,773			

Notes:

(1)

City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies. The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on (2) BID SCHEDULE 1 - PRICES.

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

CITY OF SAN DIEGO	CONTRACTAL ON THE
By: mark Vesel	By: Maw Vinter
Name: MATTHEW DEBELSO	Name: Mario Portillo Prec/CEO 5/20/16
Project Manager	

# 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. EOUAL 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 under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  - 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
  - 2. The Contractor reviews its EEO Policy, at least annually, with all onsite supervisors involved in employment decisions.
  - 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  - 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
  - 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

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

# ATTACHMENT D PREVAILING WAGES

# PREVAILING WAGES

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

inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

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

listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

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

# ATTACHMENT E SUPPLEMENTARY SPECIAL PROVISIONS

# SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

#### 1-2 TERMS AND DEFINITIONS.

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

The Normal Working Hours are 8:00 AM to 5:00 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.
- **2-5.3.1 General.** To the City Supplement, ADD the following
  - 7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
    - a) The product type or category is not in the AML.
    - b) The AML does not list at least two available manufacturers of the product.
    - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

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

The Product Submittal Form is available for download at:

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

# **2-5.3.2 Working Drawings.** TABLE 2-5.3.2(A), ADD the following:

Item	Section No.	Title	Subject
17	306-1.6	Water Valve Bypass for Mainlines 16" and Larger	SDW-154*

<sup>\*</sup>Note: The distance dimensions shown between the bypass pipes and the mainlines are subject to change to field conditions.

- **2-9.1 Permanent Survey Markers.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Pursuant to Division 3, Chapter 15 of the Business and Professions Code, you shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
  - 2. Monument Preservation shall be performed by the City's Construction Management and Field Services (CMFS) Division on all Projects, unless permission is obtained for these services in writing by CMFS.
  - 3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS shall do the following:
    - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
    - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
    - c) File a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

## **2-14.3 Coordination.** To the City Supplement, ADD the following:

- 1. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of City Heights. See Appendix "F" for approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a) Water GJ 963, PM. Laila Nasrawi, Wk.Ph. (858)614-5757.
  - b) UG Systems Residential Blk 3HH, PM. Mario Reyes, Wk.Ph. (619)533-7426.

- c) Otay 1<sup>st</sup> Pipeline University Heights, PM Brian Vitelle, Wk.Ph. (619)533-7413.
- d) Sewer & Water GJ 834. PM. Casey Crown, Wk. Ph. (619)533-5485.

#### **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 5 Working Days after the determination of the Apparent Low Bidder and on the City's Product Submittal Form available at.

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

# **4-1.10 Foreign Materials.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Materials that are manufactured, produced, or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise specified. Quality Control and related testing shall be performed to all applicable specified US standards. Manufacturer's testing and staff certification shall be traceable to a United States regulatory agency. Retain the materials for a sufficient period of time to permit inspection, sampling, and testing. You shall not be entitled to an extension of time for acts or events occurring outside of, at point of entry, or during transport to the United States.

#### **SECTION 5 – UTILITIES**

#### 5-2 PROTECTION. ADD the following:

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

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

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

#### **6-7.1 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.

#### 7-3.2.3 Contractors Pollution Liability Insurance.

- 1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
- 2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
- 3. For approval of a substitution of Subcontractor's insurance, you must certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible must not exceed \$25,000 per claim.
- 4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
- 5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
- 6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.
- **7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein 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.

### 7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

#### 7-3.5.3.1 Additional Insured.

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.
- 7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.
- **7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.
- **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.

# 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

- 1. For contracts with required engineering services (e.g., <u>Design-Build</u>, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its Subcontractor keep in full force and effect, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate.
- 2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
- 3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.
- 7-4 **WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

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

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

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

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.
- **7-4.1.1 Waiver of Subrogation.** The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.
- 7-8.6 Water Pollution Control. ADD the following:
  - 1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.
- 7-10.2.2.3 Engineered Traffic Control Plans Provided by the Contractor. To the City Supplement, ADD the following:

Engineered "D" size TCP are required for the following areas:

- 1. All public streets. See Appendix K AC Water & Sewer Exhibit Plans.
- 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.

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

ADD:

#### 7-16 COMMUNITY OUTREACH.

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

1. To ensure consistency with the City's community outreach plan for the project, the City shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Your efforts to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.

- 2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who shall perform the required community outreach services.
- 3. You shall closely coordinate the Work with the businesses, institutions, residents, and property owners impacted by the Project.
- 4. Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 Days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's internal public contact tracking system.
- 5. You shall execute the Information Security Policy (ISP) Acknowledgement Form For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:
  - a) Your contact information is made available on any outreach materials.
  - b) You will be the primary point of contact to resolve project related inquiries and complaints.
- 6. Electronic Communication.
  - a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
  - b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.
  - c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (\*,msg).
  - d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

#### 7-16.1.1 Ouality Assurance.

- 1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, and etc.) on your behalf shall:
  - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing.

- b. Possess and display easily verifiable and readable personal identification that identifies the person as your employee.
- c. Have the interpersonal skills to effectively, professionally, and tactfully represent you, the project, and the City to the public.

#### **7-16.1.2** Submittals.

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

# 7-16.2 Community Outreach Services.

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

- 1. Post Project Identification Signs in accordance with 7-10.6.2, "Project Identification Sign".
- 2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) radius of the Project, of construction activities and utility service interruptions not less than 5 Days in advance.
- 3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
  - a. Where Work is to be performed at least 5 Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
  - b. Within 5 Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
  - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
- 4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of

- the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
- 5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
- 6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
- 7. For all Work on private property, contact each owner and occupant individually a minimum of 15 Days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
- 8. A sample of public notices is included in the Contract Appendix.

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

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

#### 7-16.2.3 Communications with Media.

- 1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
- 2. Occasionally, uninvited members of the media may show up at construction Sites. Members of the media (including, but not limited to newspapers, magazines, radios, television, bloggers, and videographers) do not have the legal right to be in the construction Site without the City's permission.
- 3. In the event that media representatives arrive near or on the construction Site(s), you shall keep them off the Site(s) in a courteous and professional manner until a Public Information Officer is available to meet them at an approved location.
- 4. You shall report all visits from members of the media to the Resident Engineer as quickly as possible so that the City's Public Information Officer can meet with the members of the media at the construction Site(s).

- 5. If the City allows members of the media to access a construction Site, you shall allow the City to escort the media representatives while they are on the construction Site and shall ensure their safety.
- 6. You shall require media representatives to sign in and out of the Site Visitor Log and to use personal protective equipment.
- 7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

# 7-16.4 Payment.

1. The payment for the community outreach services shall be included in the Contract Price.

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

1. Virtual Project Manager will be used on this contract.

#### **SECTION 9 - MEASUREMENT AND PAYMENT**

- **9-3.2.5 Withholding of Payment.** To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:
  - i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

#### ADD:

- 9-3.7 Compensation Adjustments for Price Index Fluctuations. To the City Supplement, subsection c), item 2, DELETE in its entirety and SUBSTITUTE with the following:
  - 2) In the event of an overrun of Contract time, adjustment in compensation for asphalt binder included in estimates during the overrun period shall be determined using the California Statewide Crude Oil Price Index in effect on the first business day of the month within the pay period in which the overrun began.

### ADD the following:

e) This Contract subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

#### SECTION 203 – BITUMINOUS MATERIALS

203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, CORRECT section numbering as follows:

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

ADD the following:

RPMS shall be used on this contract.

#### **SECTION 207 - PIPE**

- **207-9.2.3 Fittings.** To the City Supplement, ADD the following:
  - 8. Flange gaskets shall be 3.2mm (1/8") thick acrylic or aramid fibers bound with nitrile for all sizes of pipe. Gaskets shall be full-face type with prepunched holes free of asbestos material. All insulating flange kits require full face gaskets.
- **Lining and Coating.** To the City Supplement, Item 4, DELETE in its entirety and SUBSTITUTE with the following:
  - 4. The fitting shall be lined with cement mortar and tar (seal) in accordance with AWWA C104/A21.4.The Contractor shall provide double thickness lining and shall use cement conforming to ASTM C150 Type II. Coating on Interior bells shall be holiday free.
- **207-9.2.6 Polyethylene Encasement for External Corrosion Protection.** To the City Supplement, DELETE in its entirety and ADD the following:

When soils have been determined to be mildly corrosive through resistivity testing as specified in the City of San Diego Sewer and Water Design Guides, The outside surfaces of ductile iron pipe and fittings for general use shall be coated with bituminous coating 1 mil (25um) thick in accordance with AWWA C151 or AWWA C110. Polyethylene encasement shall be provided in accordance with AWWA C105.

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

PVC products, C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.

**207-26.4 Butterfly Valves.** To the City Supplement, Paragraph (2), DELETE the last sentence.

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

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

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

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

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

#### SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

**Trench Marker Tape.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

SEE City of San Diego Standard Drawing SDM-105, "Warning/Identification Tape Installation".

#### **SECTION 300 – EARTHWORK**

- **Payment.** To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:
  - 2. Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

#### SECTION 302 - ROADWAY SURFACING

**PREPARATORY REPAIR WORK.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

#### 302-3 PREPARATORY REPAIR WORK.

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g.,

tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.

- 2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
- 3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2" for Residential streets, and a minimum depth of 3" for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2" for residential streets, and a minimum of 3" for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10" below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base."
- 5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Aggregate Base."
- 6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."
- 7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
- 8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
- 9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.

- 10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
  - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
  - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
  - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
  - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

# 302-3.1 Asphalt Patching.

- 1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
- 2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
- 3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
- 4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
- 5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".

- 7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
- 8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 9. Base repairs shall not exceed 20% RAP in content.

### 302-3.2 Payment.

- 1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.
- 2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
- 3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
- 4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
- 5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
- 6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.
- **Damaged AC Pavement Replacement.** To the City Supplement, DELETE in its entirety.
- **302-5.1.2 Measurement and Payment.** To the City Supplement, DELETE in its entirety.
- **302-5.2.1 Measurement and Payment.** To the City Supplement, item c), ADD the following:

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

### SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION

**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

# **Water Pressure Test.** To the City Supplement, Paragraph (2), DELETE and SUBSTITUE with:

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.

Specified test pressure for Class 235 pipe will be 150 psi

Specified test pressure for Class 305 pipe will be 200 psi

#### 306-1.6 Basis of Payment for Open Trench Installations. ADD the following:

8. Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

#### **306-1.8.3 Polyurethane Lining.** To the City Supplement, item 5, DELETE in its entirety

**Carrier Pipe.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Carrier pipe materials shall be approved by the Engineer. The Contractor shall use only HDPE. The Contractor shall furnish and install a structurally sound, leak-proof, fusible high density polyethylene pipe, for all piping identified for installation by horizontal directional drilling. The Contractor shall be responsible for the sizing of the carrier pipe to withstand all installation forces, curvature, and residual forces and

final in place loading. The selected material shall have an inside diameter no less than stated on the drawings. Individual pipe lengths shall be assembled by butt-fusion unless otherwise specified.

#### SECTION 308 - LANDSCAPE AND IRRIGATION INSTALLATION

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

#### **SECTION 705 – WATER DISCHARGES**

- 705-1 **HYDROSTATIC DISCHARGE REQUIREMENTS.** To the City Supplement, ADD the following:
  - 3. The discharge of hydrostatic test water and/or potable water shall not contain constituents in excess of the following:

Table 705-1 (A) Effluent Limitations

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

- 4. Compliance with the effluent limitation shown in Table 705-1 (A) shall be determined based on the 90th percentile of all samples obtained during the discharge event. Non-compliance for each event will be considered separately.
- **705-2.6.1** General. Paragraph (3), CORRECT reference to Section 803 to read "Section 703."
- 705-2.6.3 Community Health and Safety Plan. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- **Community Health and Safety Plan.** See 703-2, "Community Health and Safety Plan."

#### **SECTION 707 – RESOURCE DISCOVERIES**

#### ADD:

707-1.1

Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for AC Water & Sewer Group Job 1014, Project No. B-15078(W) and B-15079(S), as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix A.

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

# SUPPLEMENTARY SPECIAL PROVISIONS

# APPENDICES

# APPENDIX A

# NOTICE OF EXEMPTION

# 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 PUBLIC WORKS DEPARTMENT 525 B STREET, SUITE 750, MS 908Å SAN DIEGO, CA 92101
OFFICE OF PLANNING AND RESEARCH 1400 TENTH STREET, ROOM 121 SACRAMENTO, CA 95814		SAN DIEGO, CA 92101
PROJECT/WBS No.: B-15078(w) AND B-15079(s)		PROJECT TITLE: AC Water & Sewer Group 1014
PROJECT LOCATION-SPECIFIC: The project is located along 42' Orange Avenue, Polk Avenue, University Avenue and adjacen (Council District 9).	<sup>nd</sup> Street, 46 <sup>th</sup> Street at alleys within the	et, El Cajon Boulevard, Marlborough Avenue, Mid-City Heights Community Planning Area
PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego		
DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PR in-place approximately 14,363 linear feet (LF) of existing 4" to chloride water mains. The project will also replace-in-place ap main at a depth of 5 feet. Additionally, the project includes 2 se require a 3" open trench to complete the water main and sewer	o 16" asbestos cen proximately 405 l ewer main point re	nent (AC) water main with new 8" polyvinyl inear feet of existing 6" vitrified clay (VC) sewer epairs totaling less than 20'. The project will
NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San I	Diego	
(	Contact: Regan O	Public Works Department, wen; Ph: (619) 533-5205 750, San Diego, CA 92101
EXEMPT STATUS: (CHECK ONE)  ( ) MINISTERIAL (SEC. 21080(b)(1); 15268);  ( ) DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(b)(1); 15269(b)(2); 15269(b)(3); 15269(b)(4); 15269(b)(4); 15269(b)(4); 15269(b)(4); 15269(b)(4); 15269(b)(4); 15301(b); 15301	)(c))	
REASONS WHY PROJECT IS EXEMPT: The City of San Diego con the categorical exemption criteria set forth in CEQA State Guithe repair and maintenance or minor alteration of existing publimeet current standards of public health and safety; and Section of existing utility systems involving negligible or no expansion would not apply.	delines, Section 1 lic facilities to pro a 15302 Class 2(c)	5301 Class 1(b) and Class 1(d), which allow for vide public utility services and for rehabilitation to, which allows for replacement or reconstruction
LEAD AGENCY CONTACT PERSON: JUAN BALIGAD, SENIOR I	PLANNER T	ELEPHONE: (619) 533-5473
IF FILED BY APPLICANT:  1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDER  2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUT  () YES () NO  CARRIE PURCELL, PRINCIPAL PLANNER		ROVING THE PROJECT?
CHECK ONE: (X) SIGNED BY LEAD AGENCY ( ) SIGNED BY APPLICANT Revised February 4, 2016 JA	DATE RECEIVED I	FOR FILING AT OPR:

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AC Water & Sewer GJ 1014
Appendix A - Notice of Exemption (Rev. July 2015)

# APPENDIX B

# FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55,27	DEPARTMENT Water Department
SUBJECT SUBJECT	D1 33.27	EFFECTIVE DATE
SCHOLET	<b>PAGE 10F</b> 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER		October 15, 2002
PROGRAM)		
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

## 1. **PURPOSE**

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

# 2. <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. **DEFINITIONS**

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

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

### 4. POLICY

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

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

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

#### Process for Issuance

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

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

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

# 4.7 Relocation of Existing Fire Hydrant Meters

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

# 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

# 5. **EXCEPTIONS**

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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	SUPERSEDES DI 55.27	DATED April 21, 2000

# 7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

# Larry Gardner Water Department Director

Tabs: 1. Fire Hydrant Meter Application

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

# **APPENDIX**

Administering Division: Customer Support Division

Subject Index: Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

**Distribution:** DI Manual Holders



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

Application Date

(For Office Use Only)

V = = = = = = = = = = = = = = = = = = =				
NS REQ	FAC#			
DATE .	вү			

Requested Install Date:

METER SHOP (619) 527-7449

Weter information	
Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Ma	p Location or Construction drawing.)
	Žin:

Fire Hydrant Location: (Attach Detailed Map//Thoma	s Bros. Map Locatio	n or Cons		awing.) <u>Zip:</u>		<u>T.B.</u>	<u>G.B.</u> (CI	TY USE)
Specific Use of Water:								
Any Return to Sewer or Storm Drain, if so , explain:								
Estimated Duration of Meter Use:						Check Bo	ox if Reclaimed W	ater
Company Information								
Company Name:						<u> </u>		
Mailing Address:						.,		
City:	State:		Zip:		Phone	e: <b>(</b>	)	
*Business license#		*Con	tractor	license#				
A Copy of the Contractor's license OR Bu	siness License	is requ	ired at t	he time (	of meter	issuan	ce.	
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)					Phone	e: <b>(</b>	)	
Site Contact Name and Title:					Phone	e: <b>(</b>	)	
Responsible Party Name:					Title:			
Cal ID#					Phone	e: ( .	)	
Signature:	•	D	ate:					
Guarantees Payment of all Charges Resulting from the use o	f this Meter. <u>Insures t</u>	hat emplo	yees of this	Organization	understand 1	he prope	r use of Fire Hydran	t <u>Meter</u>
		× 13						
Fire Hydrant Meter Removal I	_		Red	Juested R	emoval Da	ate:		
Provide Current Meter Location if Different from About	ve:			,				
Signature:			Title:				Date:	
Phone: ( )		Pager:	(	)				

City Meter	Private Meter		
Contract Acct #:		Deposit Amount: \$936.00	Fees Amount: \$ 62.00
Meter Serial #		Meter Size: 05	Meter Make and Style: 6-7
,		,	Backflow
Backflow #		Backflow Size:	Make and Style:
Name:		Signature:	Date:
AC Water & Se	wer GJ 1014		69   Page

#### 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 #						
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

AC Water & Sewer GJ 1014

#### APPENDIX D

# SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123								Contractor's Name:							
Project Name:		Contractor's Address:													
Work Order No o	or Job Order No.														
City Purchase Order No.							Contractor's Phone #:				Invoice No.				
Resident Engineer (RE):							Contractor's fax #: Invoice Date:								
RE Phone#:		Fax#:	Fax#:				Contact Name:				Billing Period: (	to			
	- <u>-</u>														
Item #	Item Description	Contract Authorization			Previous Totals To Date		This Estimate		Totals to Date						
		Unit	Price	Qty		Extension	%/QTY	Amount	%/QTY	Amount	% / QTY	Amount			
1					\$	-		\$ -		\$ -	0.00%				
2					\$			\$ -		\$ -	0.00%	<del></del>			
3					\$			\$ -		\$ -	0.00%				
4		1			\$		ii	\$ -		\$ -	0.00%	\$ -			

			FIICE	Qty	LXtens	SIUH	70/Q11	Amount	70 / Q11	AIII	iouric	70 / Q11	Amount
1					\$			\$ -		\$	-	0.00%	
2					\$	-		\$ -		\$	-	0.00%	\$ -
- 3					\$	-		\$ -		\$	-	0.00%	\$ -
4					\$			\$ -		\$	-	0.00%	
: 5					\$	-		\$ -		\$		0.00%	
6					\$	-		\$ -		\$	-	0.00%	
7					\$	-		\$ -		\$		0.00%	
8					\$	-		\$ -		\$		0.00%	
9					\$	-		\$ -		\$	-	0.00%	
10					\$			\$ -		\$	-	0.00%	
11					\$	-		\$ -		\$	-	0.00%	
12					\$	-		\$ -		\$	-	0.00%	
13					\$	-		\$ -		\$	-	0.00%	
14					\$	-		\$ -		\$	-	0.00%	
15					\$			\$ -		\$	-	0.00%	
116				ļ	\$			\$ -		\$	-	0.00%	
17	Field Orders				\$			\$ -		\$	-	0.00%	
18					\$	-		\$ -		\$		0.00%	
-	CHANGE ORDER No.				\$	-		\$ -		\$	-	0.00%	
-					\$	-		\$ -		\$	-	0.00%	<del></del>
		Total Authorized Amount (including appro	ved Change Order)		\$	-		\$ -		\$	-	Total Billed	\$ -
	SIIMMARY												

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

\$0.00

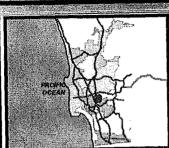
\$0.00
ψ0.00
\$0.00
\$0.00

Contractor Signature and Date:

H. Remaining Authorized Amount

#### APPENDIX E

# LOCATION MAP



# **AC WATER & SEWER GROUP JOB 1014**

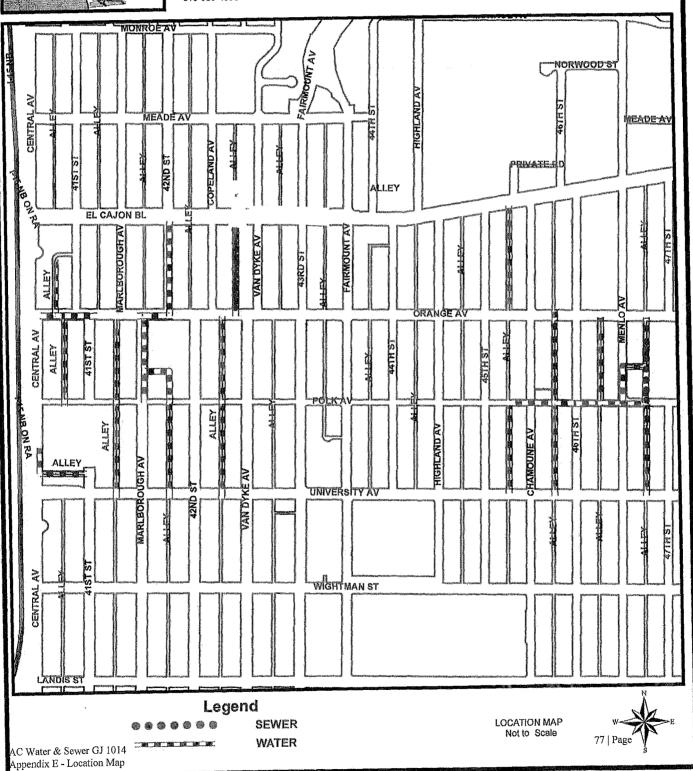
SENIOR ENGINEER Carl Spier 619-533-5126

PROJECT ENGINEER Salvador Castillo 619-533-4609 PROJECT MANAGER Regan Owen 619-533-5205

CONSTRUCTION PROJECT INFORMATION LINE (619) 533-4207



Division Name: Water & Sewer Right of Way Design



COMMUNITY NAME: CITY HEIGHTS

Date: December 22, 2015



COUNCIL DISTRICT: 9



-SAP-ID: B15079 (S) \ - B15078 (W)

#### APPENDIX F

# ADJACENT PROJECTS



#### **AC WATER AND SEWER GROUP JOB 1014**

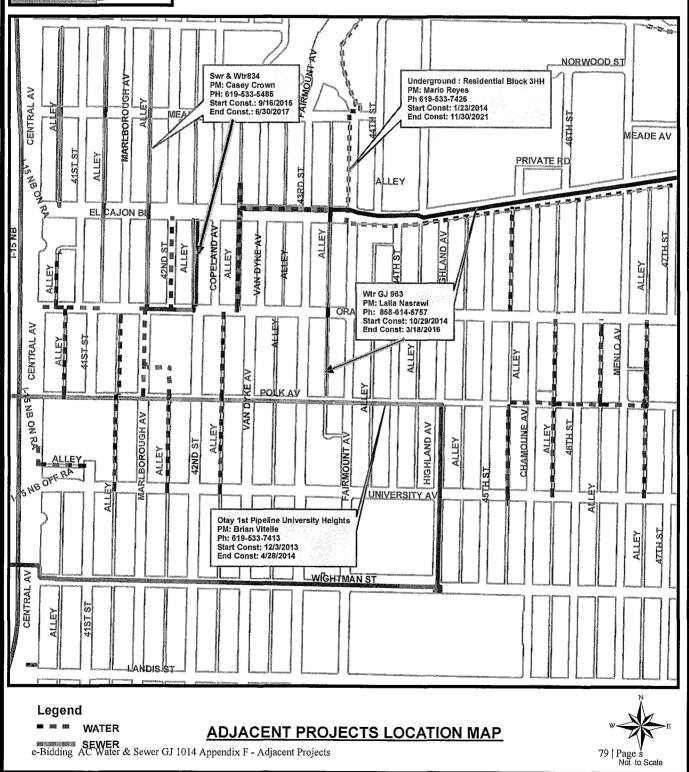
SENIOR ENGINEER Carl Spier 619-533-5126

PROJECT ENGINEER Salvador Castillo 619-533-4609 PROJECT MANAGER Regan Owen 619-533-5205

CONSTRUCTION PROJECT INFORMATION LINE (619) 533-4207



Divion Name: Water & Sewer Right of Way Design



COMMUNITY NAME: CITY HEIGHTS-

Date: December 14, 2015

COUNCIL DISTRICT: 9

ShiGIS

SAP ID: B15079 (S) \ B15078 (W)

#### APPENDIX G

# HYDROSTATIC DISCHARGE FORM

# Hydrostatic Discharge Requirements Certification (Discharge Events ≥ 325,850 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. R9-2010-0003, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.waterboards.ca.gov/sandiego/board\_decisions/adopted\_orders/2010/R9-2010-0003.pdf), and as follows:

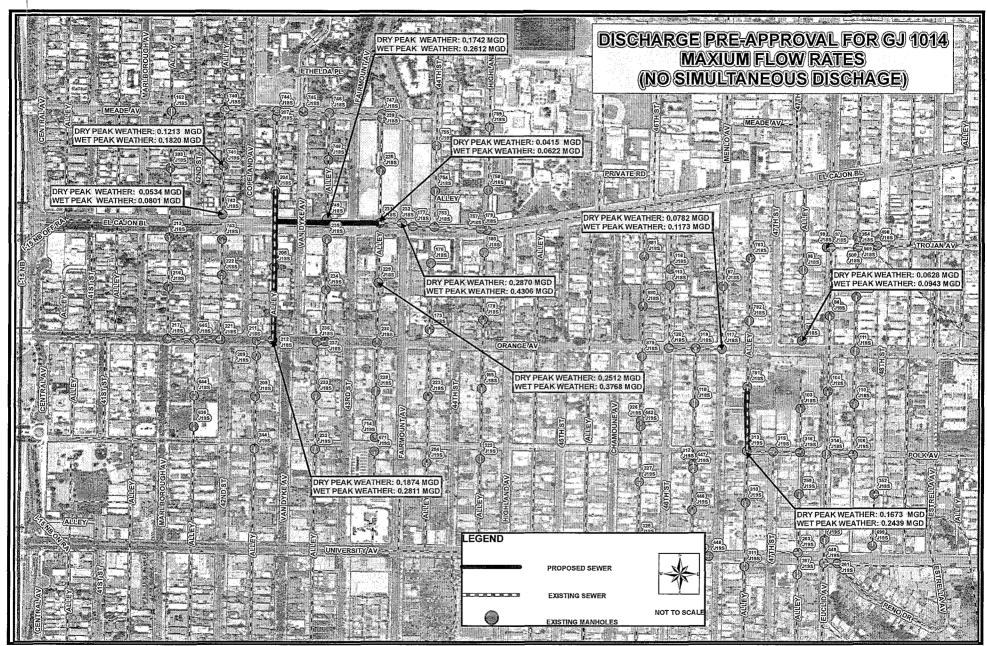
Discharged water has been dechlorinated to below $\underline{0.1}$ (mg/l) level; and effluent has been maintained between $\underline{6}$ and $\underline{9}$ (pH) based on:								Is Discharge Within Limits? Comment/Action Taken		
Event#	Discharge Date	Item Tested	Duration	Amount (gpd)	Description of the Proposed Discharge	Method and Test Result	YES	NO.		
:		Chlorine								
ı		pН								
		Chlorine								
		pН								
		Chlorine								
		pН								
		Chlorine								
:		pН								
Qualifie	d Personnel Conduct	ing Tests (Prin	t Name):	·			SAP No.	.(s):		
*Signed							Project	Name:		

Have any thresholds been exceeded? Per Order No. R9-2010-0003, would this be a reportable discharge and must be reported within 24 hours of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

<sup>\*</sup> By signing, I hereby certify and affirm under penalty of perjury that all of the statements and conditions for hydrostatic discharge events are correct.

#### APPENDIX H

# DISCHARGE POINTS AND FLOW DATA



# APPENDIX I

#### HAZARDOUS LABEL/FORMS

# HAZARDOUS STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC BAFFETY AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES GENERATOR NAME ADDRESS STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL IF FOUND, CORTACT THE U.S. ENVIRONMENTAL PROTECTION AGENCY OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES GENERATOR NAME ADDRESS STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL IF FOUND, CAPPET ON THE U.S. ENVIRONMENT OF HEALTH SERVICES BENEFIC ON THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES CONTENTS, COMPOSITION FROM THE CALIFORNIA DEPARTMENT OF THE CALIFORNIA DEPARTMENT OF

#### INCIDENT/RELEASE ASSESSMENT FORM 1

# If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Que	stions for Incident Assessment:	YES	NO
1.	Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?		
2.	Did anyone, other than employees in the immediate area of the release, evacuate?		
3.	Did the release cause off-site damage to public or private property?		
4.	Is the release greater than or equal to a reportable quantity (RQ)?		
5.	Was there an uncontrolled or unpermitted release to the air?		
6.	Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?		
7.	Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?		
8.	Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?		
9.	Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?		
10.	Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?		

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

\*Call 911 in an emergency\*

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a "no" response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

<sup>1</sup> This document is a guide for accessing when	hazardous materials	release reporting	is required by	Chapter
6.95 of the California Health and Safety Code.	. It does not replace	good judgment,	Chapter 6.95,	or other
state or federal release reporting requirements.				
5-02-08				Page 1 of 2

# NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DES	SCRIPTION	Incident #			
Date/Time Discovered	Date/Time Discharge	Discharge Stopped  Yes	☐ No		
Incident Date / Time:	= = = = = = = = = = = = = = = = = = = =				
Incident Business / Site Name:					
Incident Address:					
Other Locators (Bldg, Room, Oil Field, I					
Please describe the incident and indicate	specific causes and area affected. P	hotos Attached?:			
			<del></del>		
			······································		
<del></del>					
Indicate actions to be taken to prevent sin	milar releases from occurring in the f	uture.			
			······································		
2. ADMINISTRATIVE INFORMAT	ΓΙΟΝ				
Supervisor in charge at time of incident:		Phone:			
Contact Person:		Phone:	· · · · · · · · · · · · · · · · · · ·		
3. CHEMICAL INFORMATION					
Chemical	Quantity	$\Box_{\mathrm{GAL}} \Box_{\mathrm{LBS}}$	$\Box_{\text{FT}^3}$		
Chemical	Quantity	□ <sub>GAL</sub> □ <sub>LBS</sub>	$\square_{\mathrm{FT}^3}$		
Chemical	Ouantity	□ <sub>GAL</sub> □ <sub>LBS</sub>	□ <sub>FT³</sub>		
Clean-Up Procedures & Timeline:	Xuminty	3111 1110			
Completed By:	Phone:				
Print Name:	Title:				

# EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

		BUSINESS NAME FACILITY EMERGENCY CONTACT & PHONE NUMBER ( ) -								
E		INCIDENT MO DAY YR TIME  OES OES (use 24 hr time)  OES CONTROL NO.								
(		INCIDENT ADDRESS LOCATION CITY/COMMUNITY COUNTY ZIP								
		CHEMICAL OR TRADE NAME (print or type)  CAS Number								
		CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A  CHECK IF RELEASE REQUIRES NOTIFI - CATION UNDER 42 U.S.C. Section 9603 (a)								
		PHYSICAL STATE CONTAINED PHYSICAL STATE RELEASED QUANTITY RELEASED SOLID LIQUID GAS								
		ENVIRONMENTAL CONTAMINATION TIME OF RELEASE DURATION OF RELEASE  AIR WATER GROUND OTHER DAYS —HOURS—MINUTES								
		ACTIONS TAKEN								
E										
		KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)  ACUTE OR IMMEDIATE (explain)								
F	CHRONIC OR DELAYED (explain)									
		NOTKNOWN (explain)								
١,		ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS								
		COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)								
		CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.								
Ľ		REPORTING FACILITY REPRESENTATIVE (print or type)								

# EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

#### GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

#### **BASIC INSTRUCTIONS:**

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

#### SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

#### MAIL THE COMPLETED REPORT TO:

State Emergency Response Commission (SERC) Attn: Section 304 Reports Hazardous Materials Unit 3650 Schriever Avenue Mather, CA 95655

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

#### INCIDENT/RELEASE ASSESSMENT FORM 1

#### If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Que	stions for Incident Assessment:	YES	NO
1.	Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?		
2.	Did anyone, other than employees in the immediate area of the release, evacuate?		
3.	Did the release cause off-site damage to public or private property?		
4.	Is the release greater than or equal to a reportable quantity (RQ)?		
5.	Was there an uncontrolled or unpermitted release to the air?		
6.	Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?		
7.	Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?		
8.	Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?		
9.	Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?		
10.	Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?		

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a "no" response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

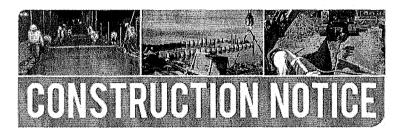
If in doubt, report the release.

<sup>1</sup> This document is a guide for accessing when I	hazardous materials release reporting is required by Chapter
6.95 of the California Health and Safety Code.	It does not replace good judgment, Chapter 6.95, or other
state or federal release reporting requirements.	
5-02-08	Page 1 of 2

<sup>\*</sup>Call 911 in an emergency\*

#### APPENDIX J

#### SAMPLE OF PUBLIC NOTICES



#### **PROJECT NAME**

#### The work will consist of:

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

#### How your neighborhood may be impacted:

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

#### **Anticipated Construction Schedule**

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

#### Hours and Days of Operation

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

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

# PROJECT NAME

#### The work will consist of:

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

#### How your neighborhood may be impacted:

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

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

#### Hours and Days of Operation

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

For questions related to this work

Call: (619) 533-4207 Email: engineering@sandlego.gov Visit: sandiego.gov/CIP





#### APPENDIX K

# AC WATER & SEWER GJ 1014 EXHIBIT PLANS

# AC WATER & SEWER GROUP JOB 1014

#### CONTRACTOR'S RESPONSIBILITIES

- L PURSUANT TO SECTION 426 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CALFORNIA AND OBTAIN AN INJURY DEHTFICATION NUMBER.
- I. LOCATE AND RECONNECT ALL SEWER LATERALS. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ORLY, LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 279? CAMMITO OHOLIAS, LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- EXCAVATE AROUND WATER METER BOX CITY PROPERTY SIDEL TO DETERMINE IN ADVANCE.
  THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- 5. CITY FORCES, WHERE CALLED OUT WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS.
- 6. KEEP EXISTING MAINS IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SPECIFIED SHOWN
- 7. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- 8. STORM DRAIN PILETS REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- STUDIES CHEMISEN NOTED AS PREVIOUSLY POTROLED FIRE, LECENTIANS SHOWN ON THE PROPELE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD REGISLATION ONLY AND ARE SOLLY FOR THE CONTRACTIONS CONVESSINGE. THE CITY CONTRACTIONS CONVESSINGE. THE CITY CONTRACTION SHALL POTROLE ALL EXISTING UTILITIES STHER SHOWN ON THE PLANS OR MARKED IN THE FELD IN ACCORDINACE WITH THE SPECIFICATIONS SECTION 5-L.
- 10. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT
- IL FOR COORDINATION OF THE SHUTDOWN OF TRANSMISSION MAINS (16 INCHES AND LARGER), CONTACT THE CITY'S SENIOR WATER DISTRIBUTION OPERATION SUPERVISOR AT (69) 527-743 FOR COORDINATION OF THE SHUTDOWN OF DISTRIBUTION MAINS (LESS THAN IG INCHES).
- 12. THE CONTRACTOR IS RESPONSIBLE TO VERFOT THE COLORIDA AND THE ELEVATION OF EXISTING MATERIAL AND STREET OF THE CONTRACT, NO SURVEY REGISATION WILL SHARE THE COLORIDA AND THE ELEVATION OF EXISTING MATERIAL AND SHAREST TO OF THE AND A NAME WANDED WILL SEPARATION FOR SHAREST MADE OF THE FROM THE STREET OF THE STREET THE CONTRACTOR SHALL NOTIFY THE DEGREET MADERIAL TO THE CONTRACTOR SHALL NOTIFY THE DEGREET MADERIAL TO THE STREET OF THE STREET OF

#### SHEET INDEX

EXIHIBT	DISCIPLINE	TITLE	TITLE LIMITS		PIPE		
NO.	CODE			SIZE ON:	MATERIAL	(FT)	
1 2	G-1 C-2	COVER SHEET INDEX MAP EXHIBITS	SEWER				
3 4	C-3 C-4	ALLEY IN BLK 23 ALLEY IN BLK 2 & 3	BTWN EL CAJON BL & ORANGE AV BTWN MENLO AV & EUCLID AV	B 8	POINT REPAIR PVC	16.00 405.00	
5667899901112223115667898	-5-6-6-7-8-9-9-9-9-9-0-1-1-1-1-1-1-1-1-1-1-1-1-1-1	ALLEY IN BLK 13 ALLEY IN BLX 3 ALLEY IN BLX 63 27 ALLEY IN BLX 62 ALLEY IN BLX 63 ALLEY IN BLX 64 ALLEY IN BLX	WATER  STEM MARLBOROUCH AV & 42MD ST BINN 45TH ST & CHAMQUAE AV BINN CENTRAL AV & 43TS ST BINN CENTRAL AV & 43TS ST BINN CENTRAL AV & 43TS ST BINN CENTRAL AV D 43TS ST BINN CENTRAL AV D 43TS ST BINN MARLBOROUGH AV & CENTRAL AV BINN MARLBOROUGH AV & CENTRAL AV BINN MARLBOROUGH AV & CENTRAL AV BINN 47TH ST & MARLBOROUGH AV STHW 47TH ST & MARLBOROUGH AV STHW 47TH ST & MARLBOROUGH AV BINN 47TH ST	8 8 16 8 8 8 12 16 8 8 8 16 8 12 8 8 8 16 8 12 8	PYC PYC PYC PYC PYC PYC PYC PYC PYC PYC	398.00 789.00 40.00 1,009.00 463.00 72.00 612.00 80.38 60.00 730.24 25.00 80.38 60.00 748.00 652.00 702.00 759.00 759.00 759.00	
19 20 21	C-20 C-21	ALLEY IN BLK 52 ALLEY IN BLK 1 ALLEY IN BLK 19	BTWN CHAMOUNE AV & 46TH ST BTWN MENLO AV & 46TH ST BTWN MENLO ST & 47TH ST	8 8 8	PVC PVC PVC	670.00 632.00 73L00	
22 23 24 24 25	C-22 C-23 C-24 C-24 C-25	ALLEY IN BLK 3 POLK AV POLK AV POLK AV ALLEY IN BLK 41	BTWN MENLO AV & EUCLID AV STWN 45TH ST & 46TH ST BTWN 46TH ST & 47TH ST BTWN 46TH ST & 47TH ST BTWN UNIVERSITY AV & POLK AV	8 12 12 8	PVC PVC PVC PVC PVC	580.00 480.00 517.00 15.00 573.00	
26	C-26	STREET RESUREACNIC		1	1		

26	C-26	STREET RESURFACING			
27	C-27	CURB RAMP LOCATION	TOTAL	SEWER	423.00
28	C-28	CITY FORCES	TOTAL	WATER	14,193.00
29	C-29	WATER POLLUTION CONTROL SITE PLANS			
30	C-30	MISC DETAILS			

#### STORM WATER PROTECTION

- D L THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R9-2007-0001.
- THIS PROJECT WILL EXCEED THE MAXIMUM DISTURBED AREA LIMIT, THEREFORE A WEATHER

  2. TRIGGERED ACTION PLAN (WTAP) IS REQUIRED.
- THIS PROJECT WILL FOLLOW PHASED GRADING NOT TO EXCEED FIVE ACRES PER PHASE.

#### **ABBREVIATIONS**

GIABA	ABANDON	EL, ELEV	ELEVATION	PVC	POLYVINYL CHLORIDE
ABAND'D AC	ABANDONED ASBESTOS CEMENT PIPE	ELEC EX. EXIST	ELECTRIC EXISTING	PROP	PROPOSED
AHD	AHEAD	E/C	EAST OF	RED	REDUCER
ASSY	ASSEMBLY	F	FLANGE	RT	RIGHT
BFV	BUTTERFLY VALVE	FH	FIRE HYDRANT	٤	SURVEY LINE
BK	BACK	FS	FIRE SERVICE	S0	STUB OUT
BTWN	BETWEEN	GV	GATE VALVE	5/0	SOUTH OF
CATV	CABLE TV	HDPE	HIGH-DENSITY POLYETHYLENE	SWR	SEWER
CI	CAST IRON PIPE	HP	HIGH PRESSURE	TEL	TELEPHONE
Ę.	CENTER LINE	IE,	INVERT ELEVATION	UNK	VITRIFIED CLA
COND	CONDUIT	LT	LEFT	V.	PIPE CCA
CONTR	CONTINUED CONTRACTOR	MJ MTD	MECHANICAL JOINT MULTIPLE TELEPHONE DISCT	WW	WATER METER
DB	DIRECT BURIED	N/O	NORTH OF	WTR	WATER
EB	ENCASED BURIED	DVHD	OVER HEAD	WVO	WEST OF

NOTE:
NO SLOWEY WAS ORDERED TO CREATE THESE EXHIBIT PLANS.
THESE EXISTING WATER A SEMEN MAND ARE PROPOSED TO BE
REPLACED IN PLACE, WITH THE EXCEPTION OF SENET 22
THEMETORE, NO PROPILES ROUMED AT THIS THE, PROPILED
WILL BE DESIGNED DURIND THE AS-BUILT STAKE. THORALLY DOPTHS
WILL BE COSSION DURIND THE AS-BUILT STAKE THORALLY DOPTHS
EXISTING SEMEN MAN TO BE REPLACED BY FLACE IS PROPOSED
WAS PREPARRIED METHOD. SEMEN EDEPTHS VARIES FROM S TO B FEET,
THESE PLANS WERE DRAWN LISTING EXISTING AS-BUILTS AND FROM CITY'S
AETHAL SUPPLY TLES.



C GENERAL C CIVIL

VICINITY MAP

PROJECT SITE

#### WORK TO BE DONE

CONSTRUCTION OF SERIER AND WATER GROUP DOB IOM CONSISTS OF THE INSTALLATION REPLACEMENT OF MIJES LF (2.69 MLES) OF EXISTING CLAND AC WATER WANS INCLUDING ASSOCIATED WATER SERVICES, RICH HYDRATIS, CLIRB RAMPS, TRAFFIC CONTROL. STREET RESURFACION, ETC. SERIER MAIN REPLACEMENT OF 401LE (0.08 MLES) OF EXISTING VC SERIER MAIN AND MILLIONG ASSOCIATED SERVER LATERALS, MAMMOLES ETC.

#### LEGEND

<u>IMPROVEMENTS</u>	REFERENCE	SYMBOL
TRENCH RESURFACING	SDG-IQ7, SDG-IQ8	
SEWER MAIN	SDS-101, SDS-80 (TYPE C)	
4" SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED	SDS-102, SDS-103, SDS-104, SDS-105, SDS-110 (TYPE C1, SDS-118	PROPOSED SEWER
WATER ABANDONMENT	SEE PLANS & SPECS MP-03	E
SURVEY MONUMENT	M-IO	Δ
WATER MAIN & APPURTENANCES	SDW-RO, SDW-148, SDW-151, SDW-161 SDW-154	<del>_</del> >
VALVES WITH CAPS AND WELLS	SDW-109, SDW-152. SDW-153, WV-05	<del></del>
FIRE SERVICE CONNECTION & ASSEMBLY	SDW-109, SDW-118, SDW-148, SDW-152, SDW-153, SDW-105	PJ. FROPOSED WATER
6° FIRE HYDRANT ASSEMBLY & MARKER 2-PORT UNLESS SPECIFIED AS 3-PORT	SDW-104, SDW-109, SDW-148, SDW-152, SDW-153	PROPOSED WATER
I' WATER SERVICE UNLESS OTHERWISE SPECIFIED	\$8W-107, \$DW-134, \$DW-135, \$0W-136, \$DW-137, \$DW-138, \$DW-148, \$DW-149, \$DW-150, W\$-03	0 P2(W)

HIGHLINING BY CONTRACTOR SDW-170, SDW-172, SDW-173 IF APPLICABLE FOR ADDITIONAL SYMBOLS SEE RESURFACING, CURB RAMP AND TRAFFIC CONTROL SHEETS.

#### EXISTING STRUCTURES

EX WATER MAIN & VALVES	
EX WATER METER	
EX FIRE HYDRANT	<u>□</u> -•
EX SEWER MAIN & MANHOLES	
EX DRAINS	=======
EX PAVEMENT (PROFILE)	7/7//
EX GROUND LINE (PROFILE)	
EX TRAFFIC SIGNAL	o¢:TS
EX STREET LIGHT	+ SL
GAS MAIN	
ELEC. COND., TEL. COND., CATV	E T C-
RAILROAD, TROLLEY TRACKS	

PLANS FOR THE CONSTRUCTION OF AC WATER & SEWER GROUP JOB 1014 COVER SHEET FXIHIBIT

			l .					
CONSTRUCTION SITE STORM WATER PRICRITY ONSP	SPEC. NO. 1449	CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT				WATER B-15078		
AS-BUILT INFO							SEMER B-I5079	
MATERIALS	MANUFACTURER	]	REGAR OWEN					
						SAL CASTILLO		
		١.	DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT ENGINEER
			ORIGINAL	SC/CV			1	SEE SHEETS
	<u>-</u>	]					1 '	CESSET COOPEWATE
	-	Ī				_	_	SEE SHEETS
		l <u></u>	L		L		Ь_	CCSR3 COOPERANT
	-	CONTRACTOR DATE STARTED  INSPECTOR DATE COMPLETED				39034-01-D		



KEY MAF

CONSTRUCTION CHANGE / ADDENDUM

WARNING

CHANGE DATE AFFECTED OR ADDED SHEET NUMBERS APPROVAL NO.

# THIS BAR DOWN

NOT MASSURE

NOT TO SCALE

CITY OF SAN DIEGO
PUBLIC WORKS PROJECT



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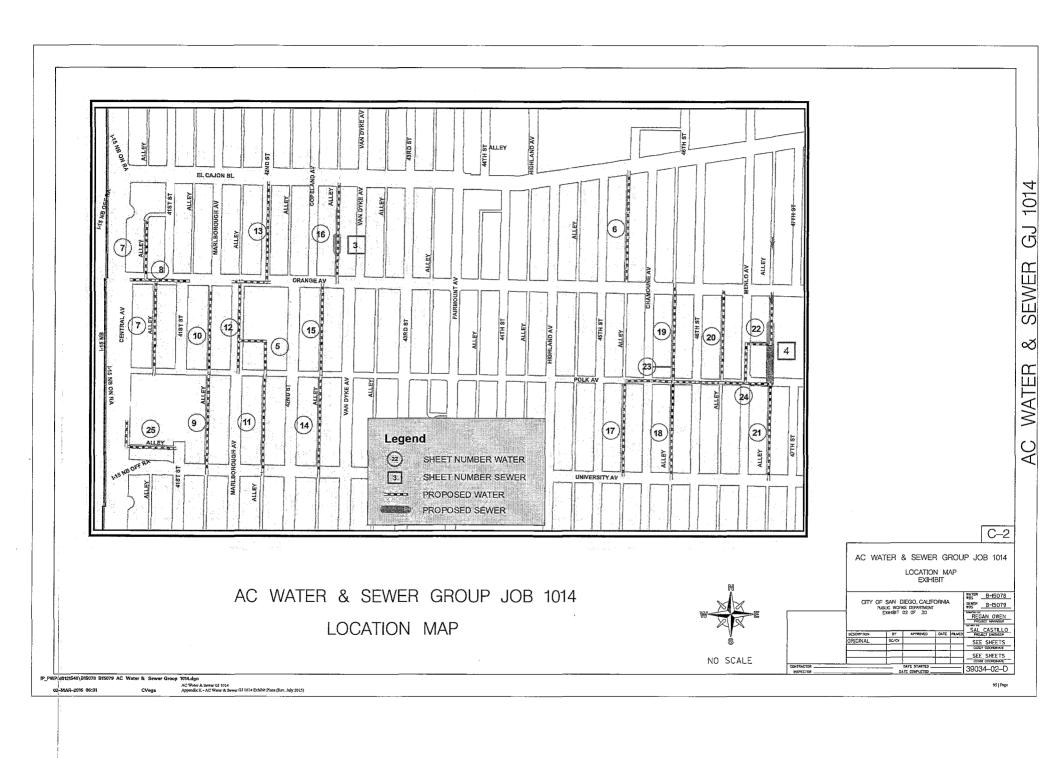
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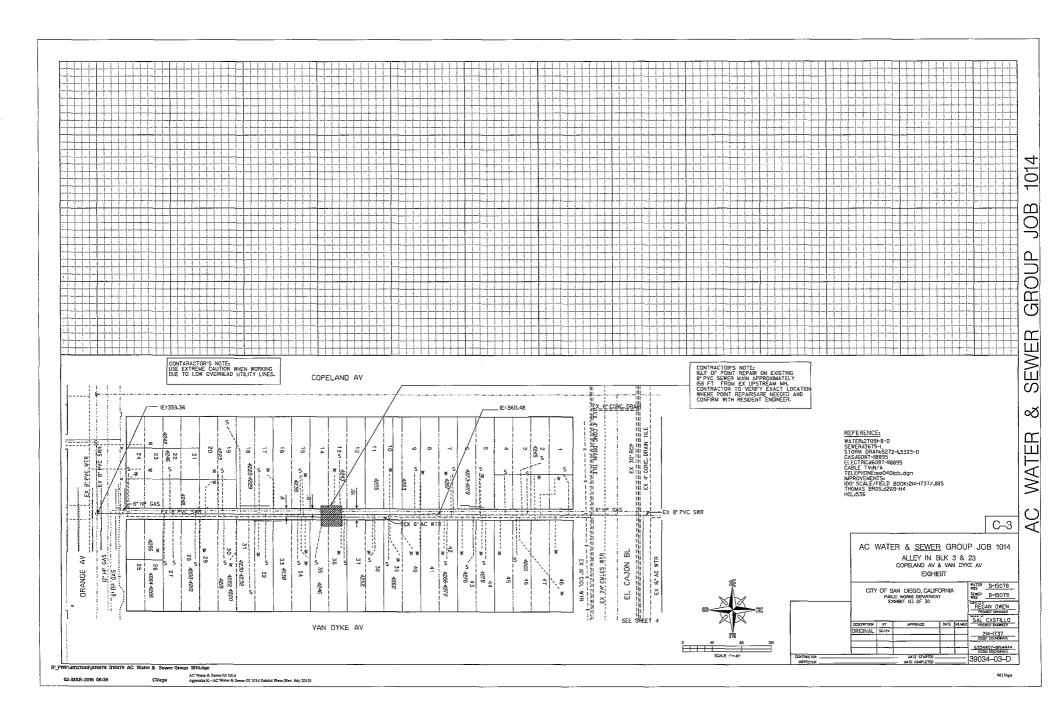
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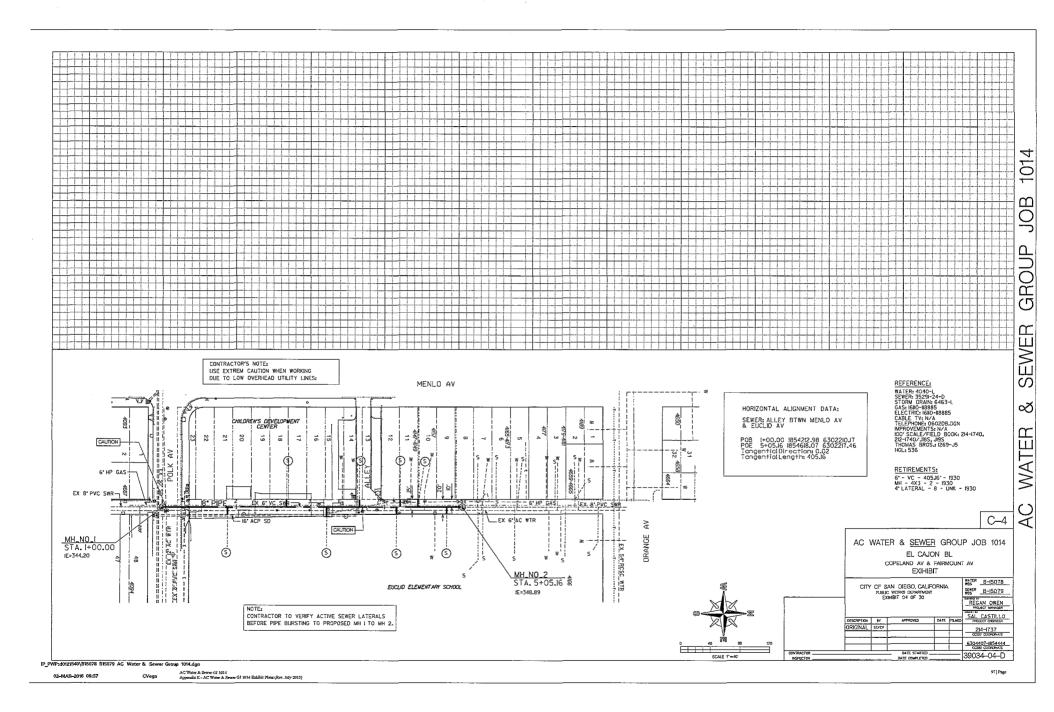
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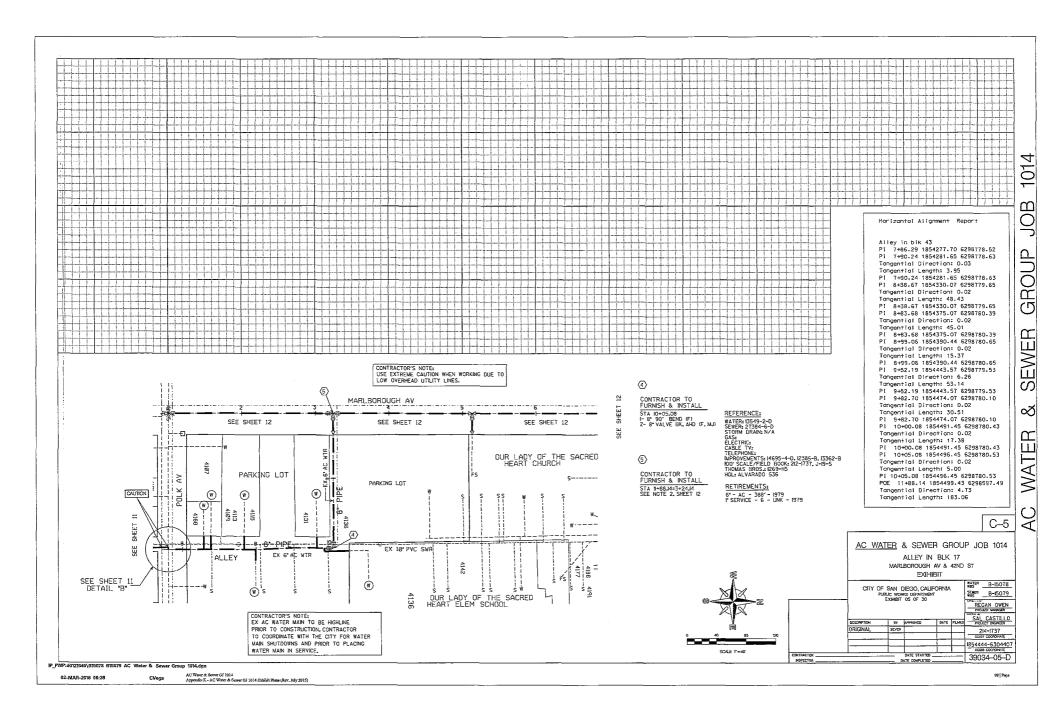
AC Water & Sewer GJ 1014 Appendix K - AC Water & Sewer GJ 1014 Exhibit Plans (Rev. July 2015) 94 | Page

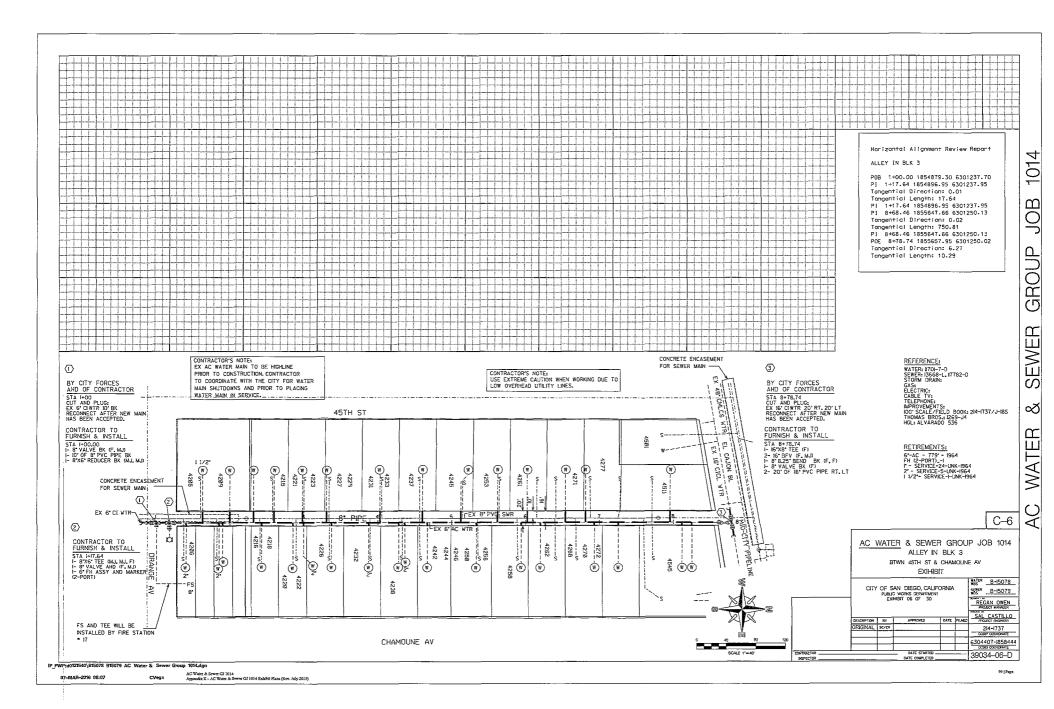
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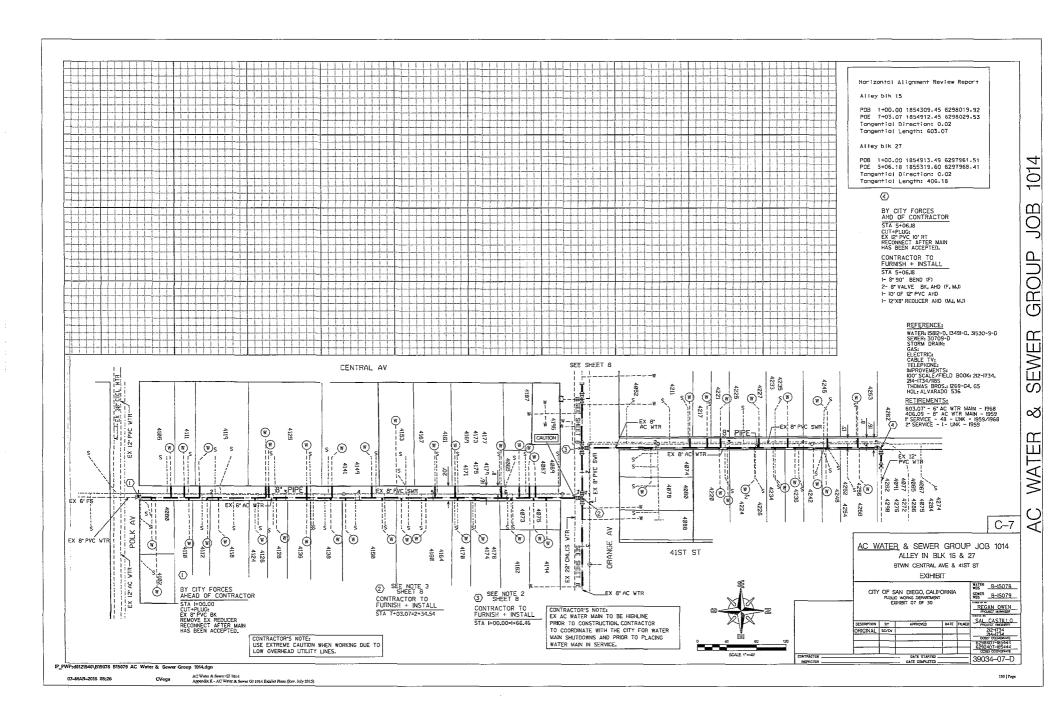


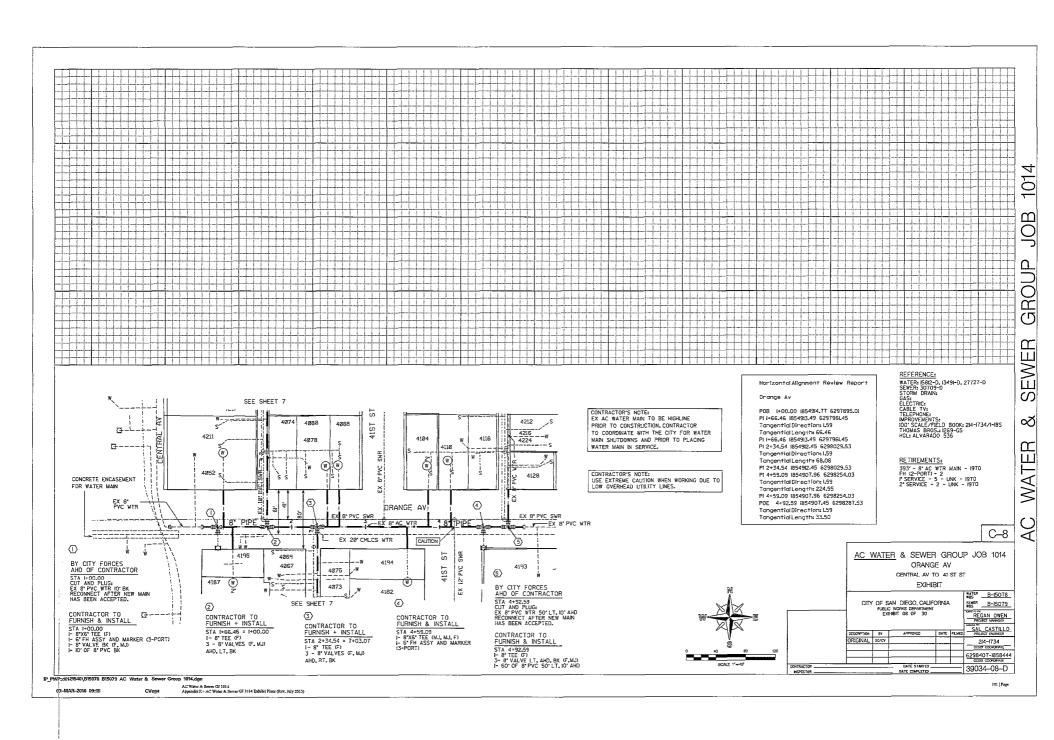


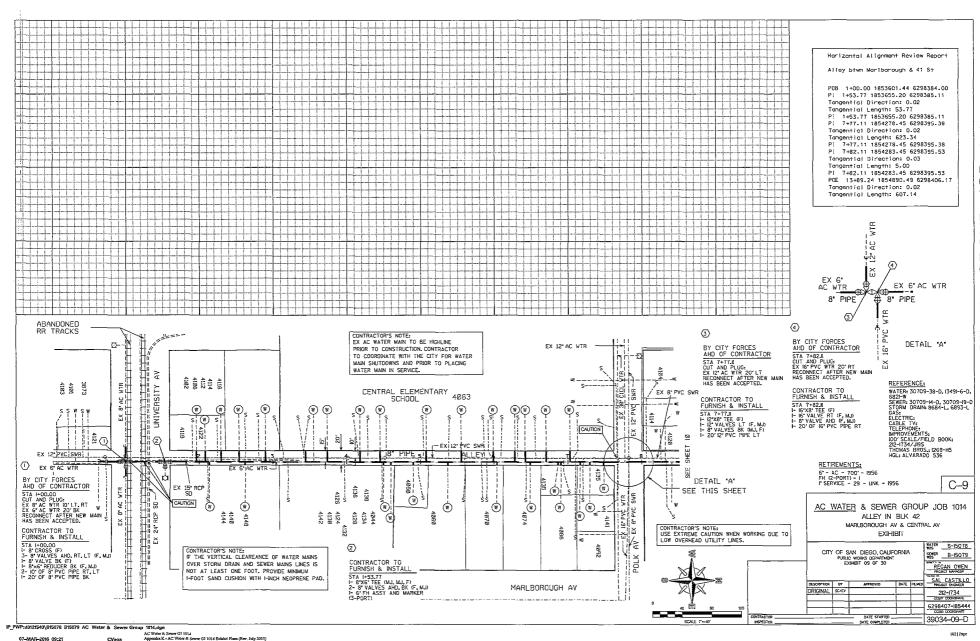








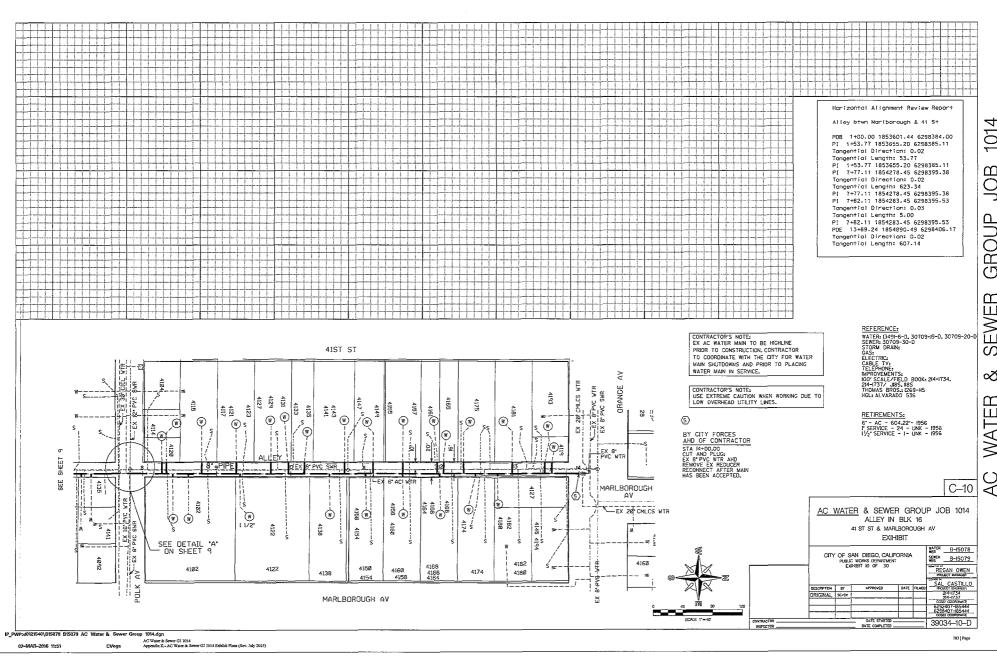




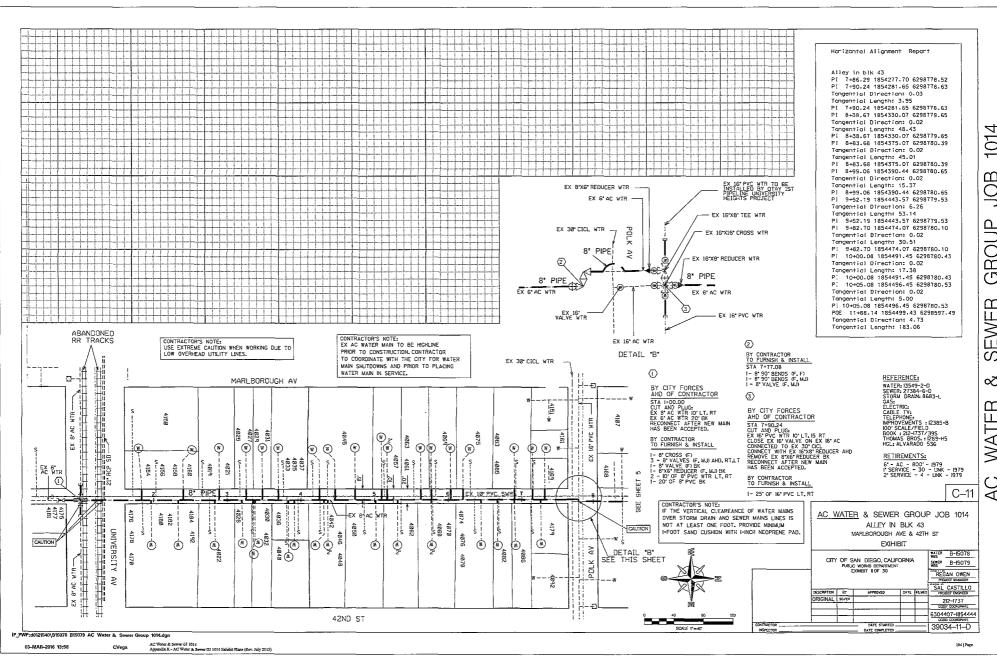
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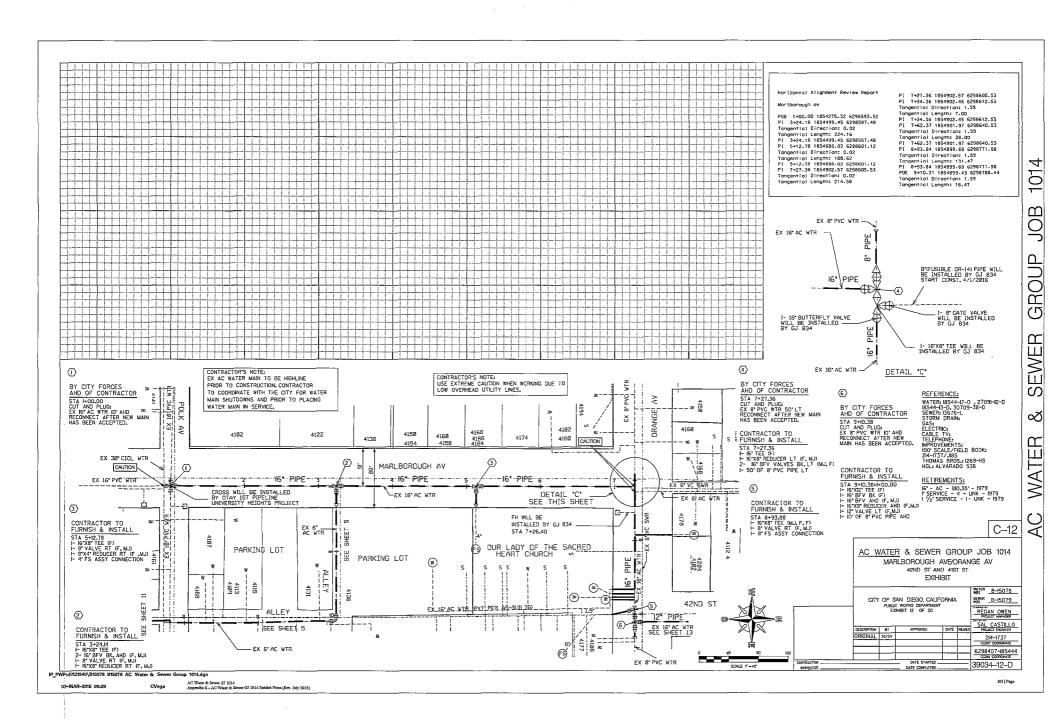
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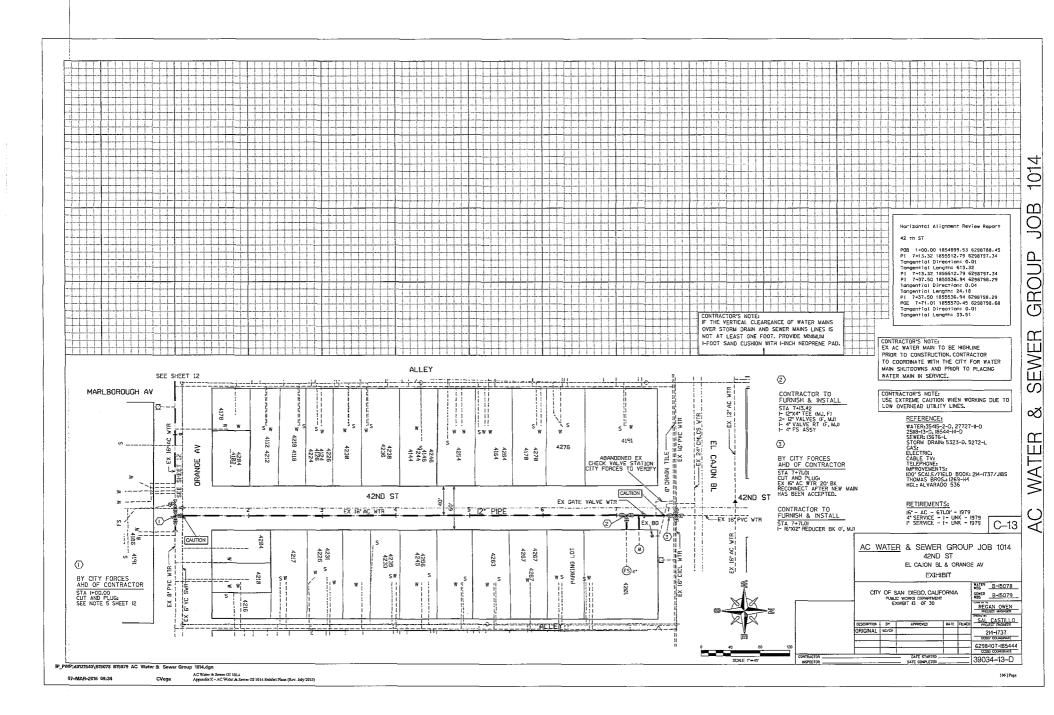


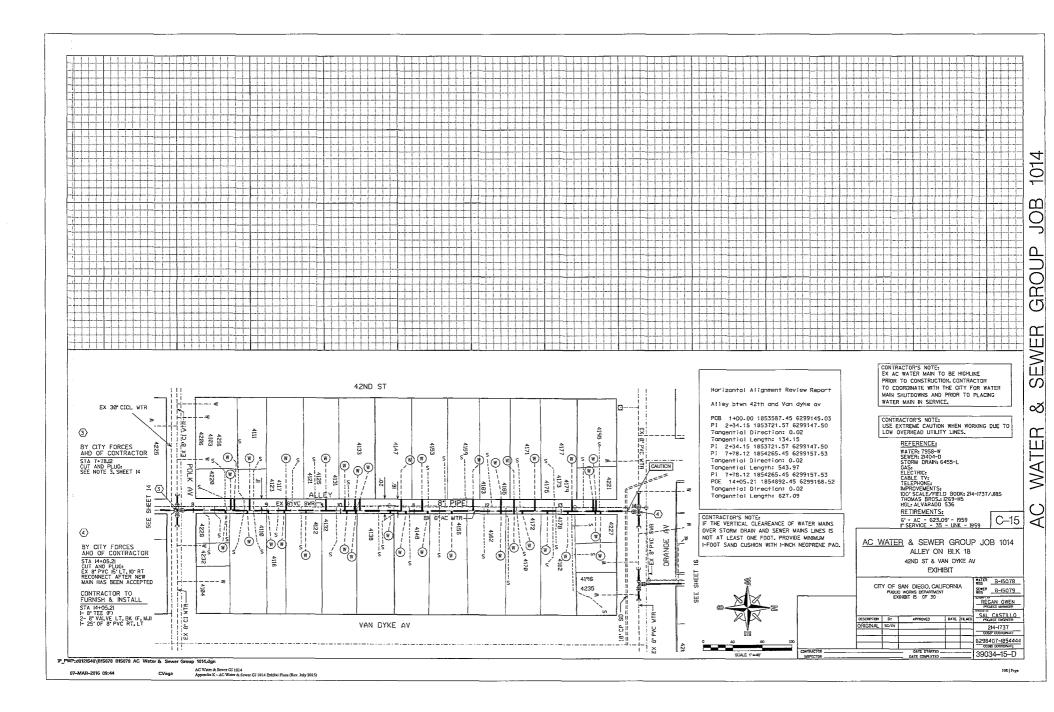


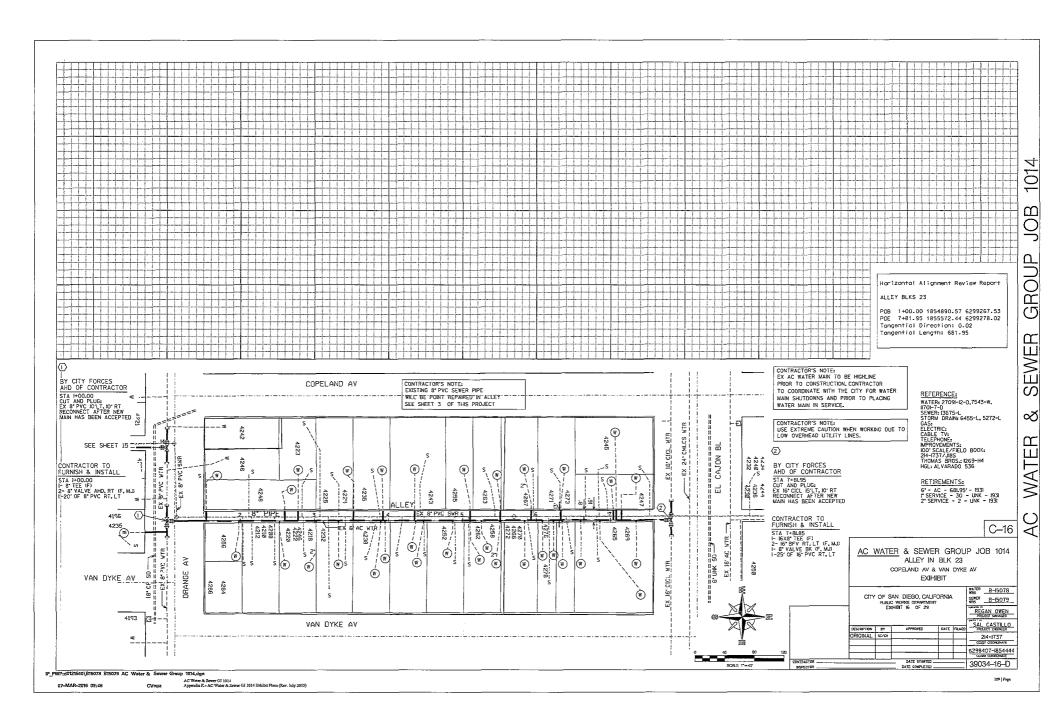


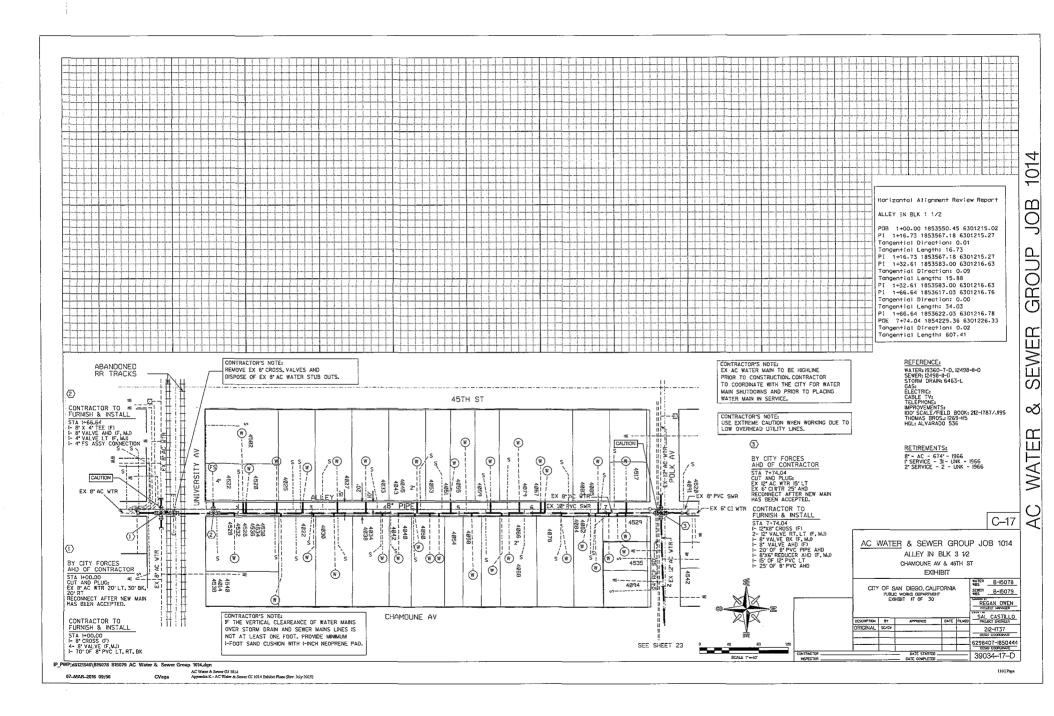


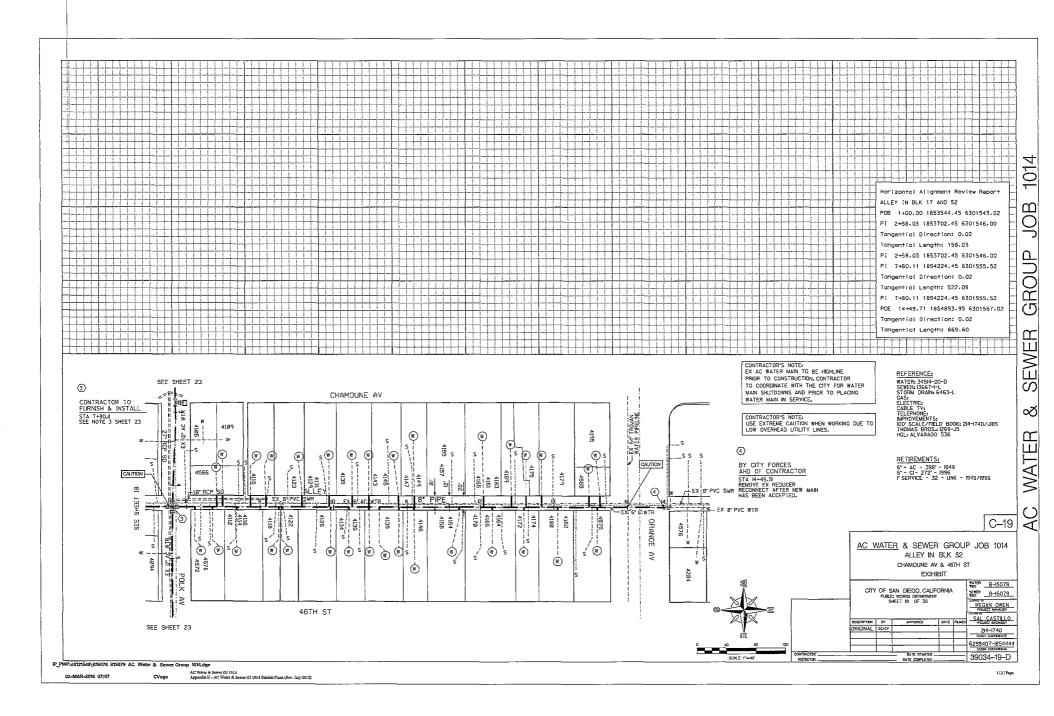


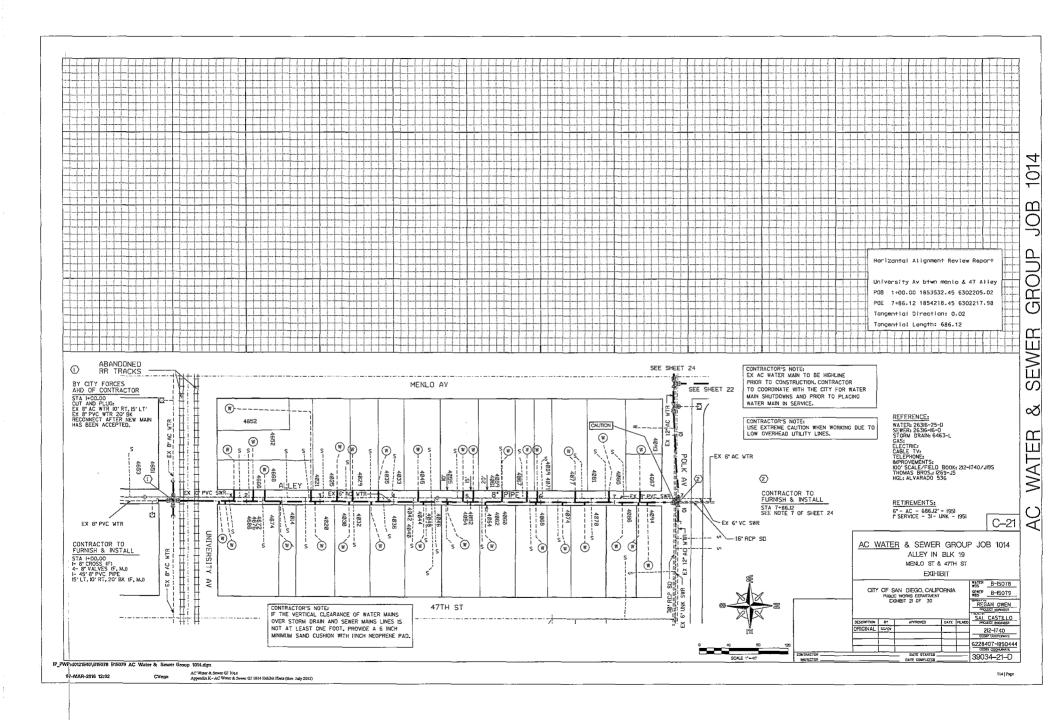


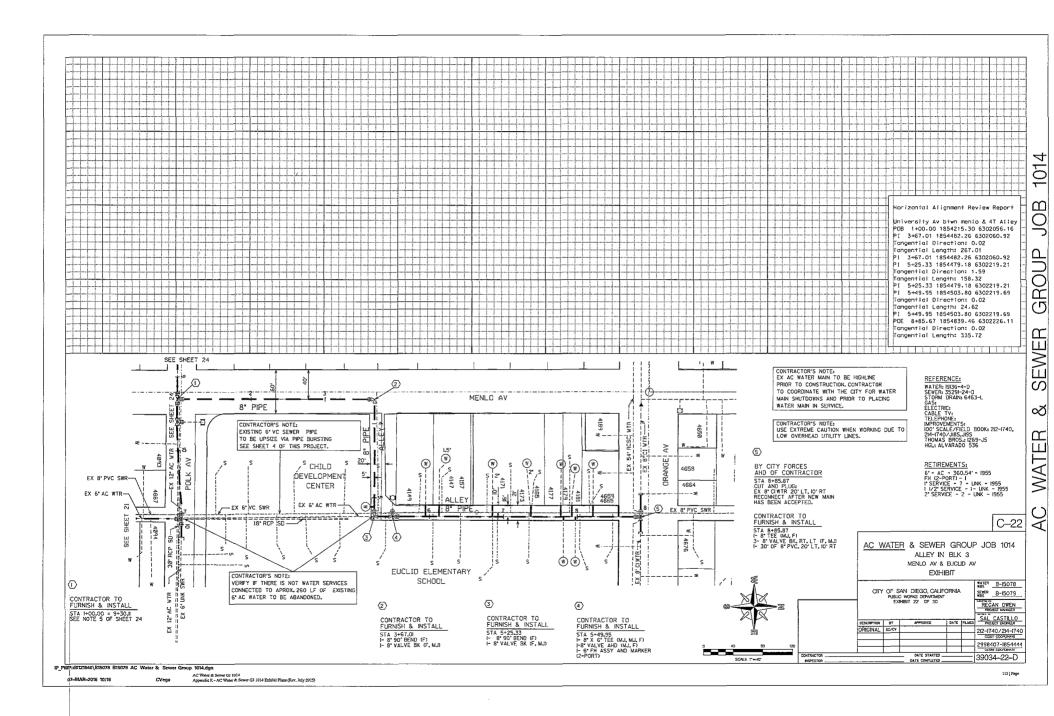


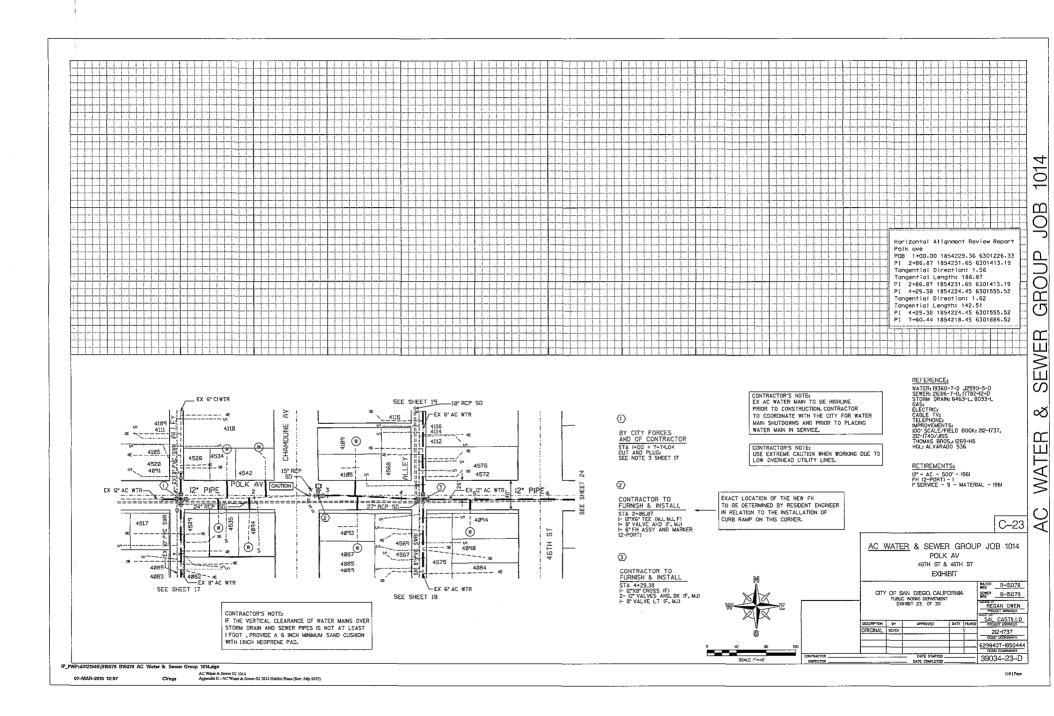


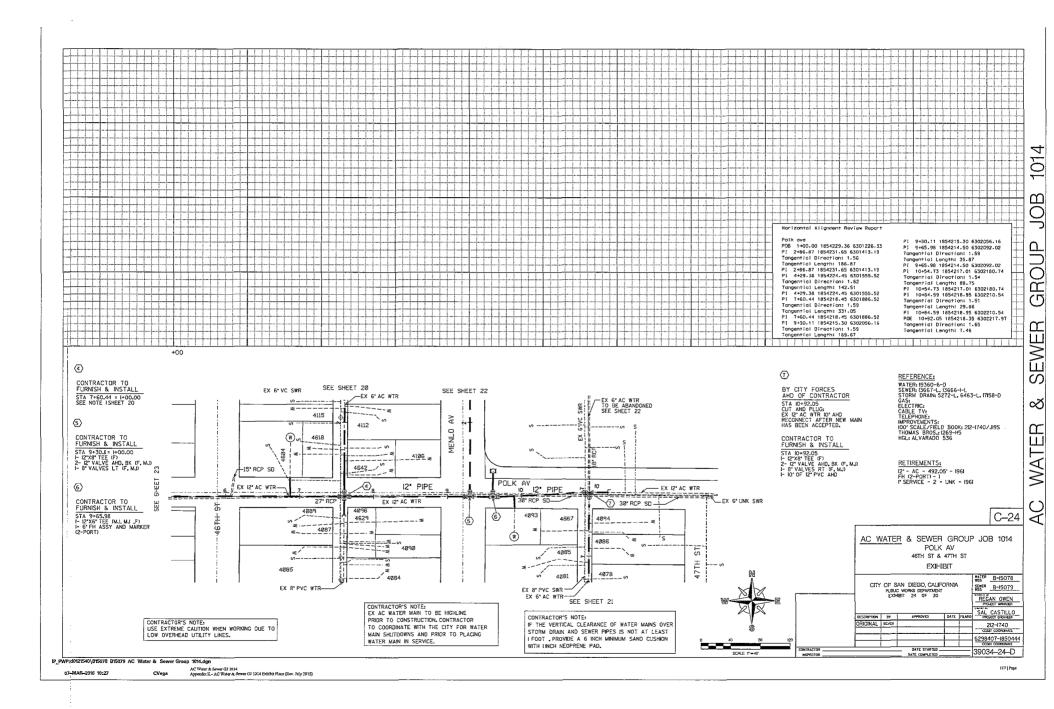


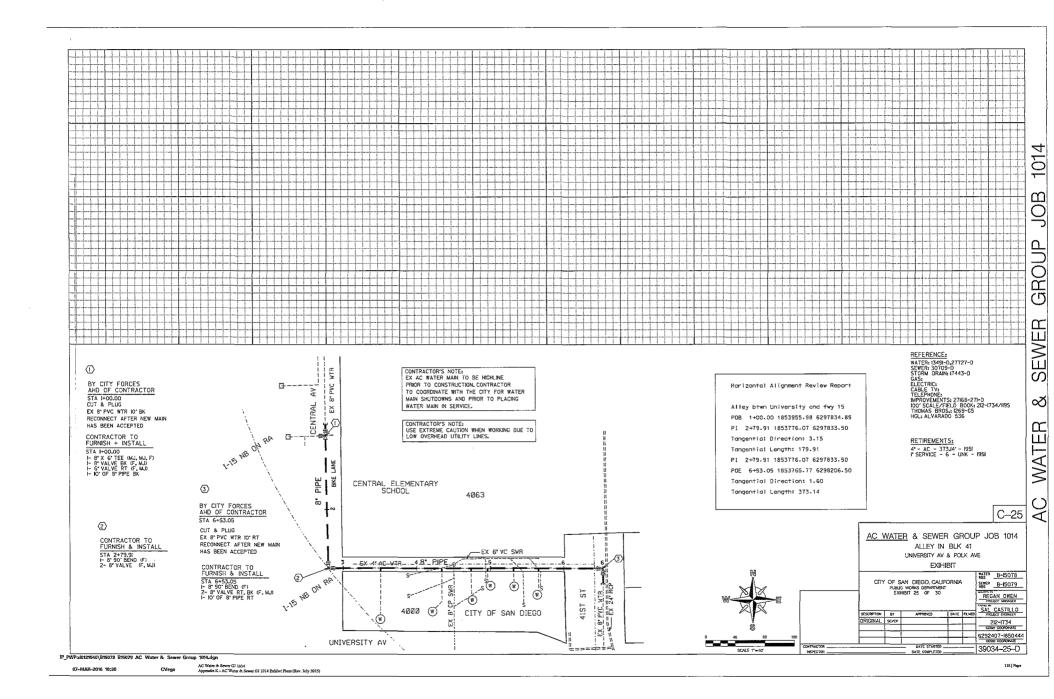


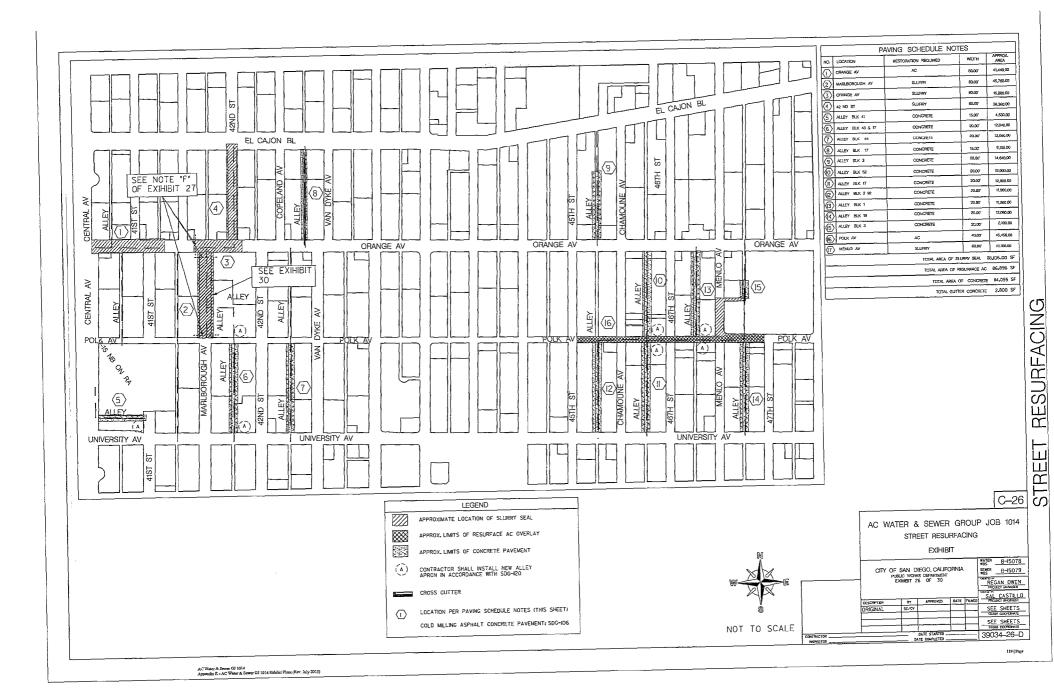


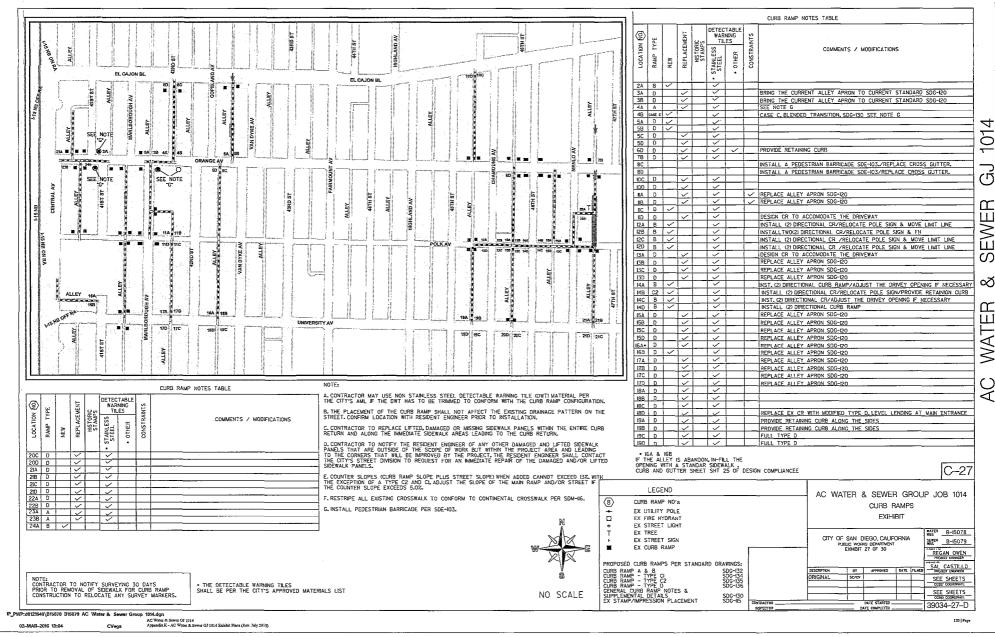








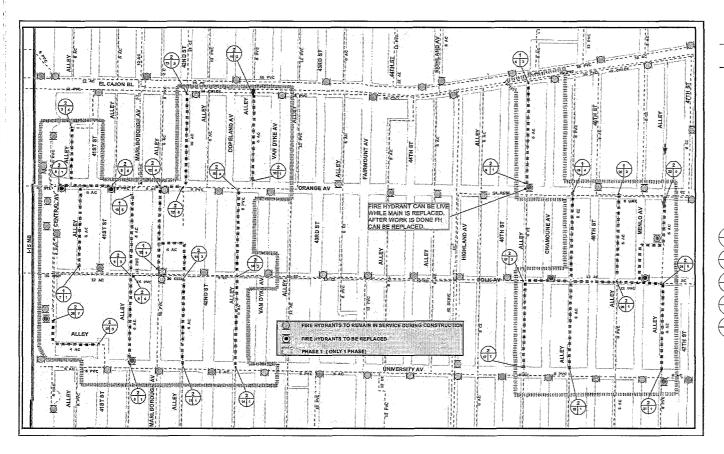




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# PLAN & PROFILE "D" SHEET NUMBER FORCES $\mathbb{B}^{\vee}$

#### WORK BY CITY FORCES



LEGEND

---- EXISTING WATER MAIN

----- PROPOSED WATER MAIN

CITY FORCES NOTE NUMBER (THIS SHEET) CITY FORCES NOTE NUMBER (PLAN & PROFILE SHT.)

BC --- BEFORE CONTRACTOR

AC --- AFTER CONTRACTOR

#### WORK BY CITY FORCES

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

BC - CUT & PLUG AC - RECONNECT

BC - CUT AND ABANDON

AC - WET TAP

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

NO SCALE

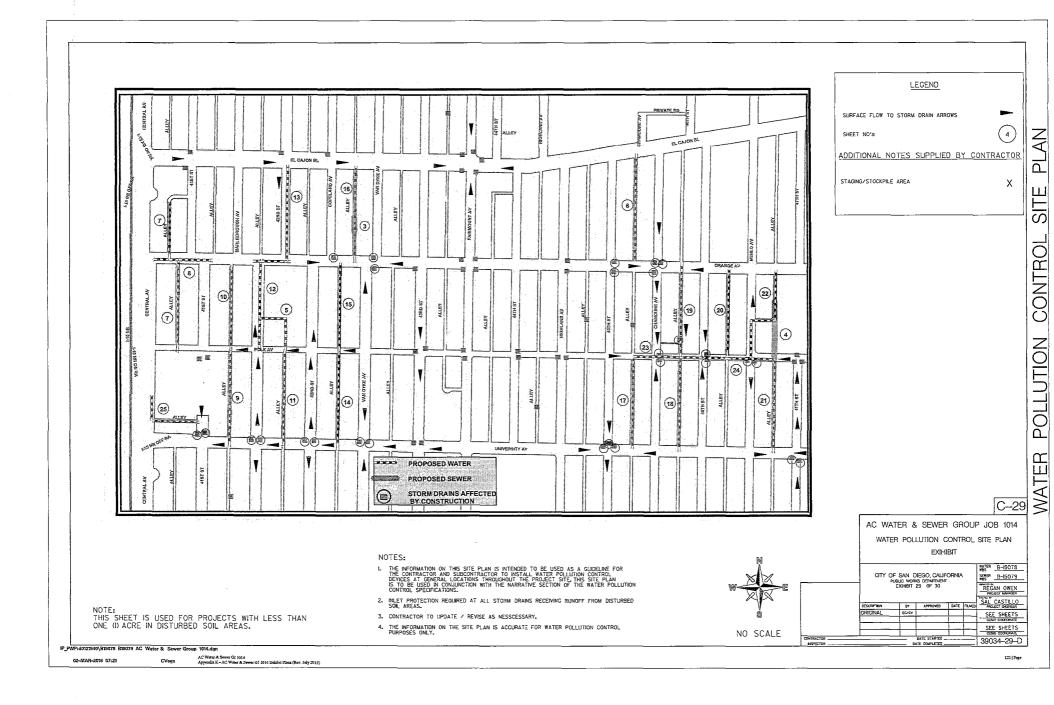
AC WATER & SEWER GROUP JOB 1014 WORK BY CITY FORCES EXIHIBIT

CITY OF	۸	MATER B-I5078 MBS B-I5079  REGAN OWEN MIDDEN MANAGER  SAL CASTILLO				
DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT ENGINEER	
ORIGINAL	SC/CV				SEE SHEETS CCS27 COORDINATE	
	$\vdash$			=	SEE SHEETS OCSUS COOPERATE	
 DATE STARTED DATE COMPLETED						

tP\_PWP:d0121540\B15078 B15079 AC Water & Sewer Group 1014.dgn

AC Water & Sewer GJ 1614 Appendix K - AC Water & Newer GJ 1014 Exhibit Plans (Rev. July 2015)

C-28



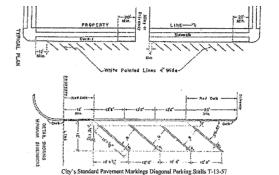
Bring existing on-street diagonal parking spaces to current standards. Provide a scaled Striping Plan to the office for review. The striping plan shall accurately show the location of the driveways, alleys, curb returns, utility poles, guy wires, parkways, trees and others



#### Requirements for on-street accessible parking:

- Verify the number of the regular diagonal parking spaces on the west and east sides of the block. Refer to the parking requirements table in City Standard SDM-117, sheet 1 of 7 for the required accessible parking ratio. At a minimum, the west and east sides of the block shall be provided with diagonal accessible parking spaces to the number specified in the required ratio in that table.
- Install the appropriate Type B curb ramps in front of the access aisles to provide access from the parking to the sidewalk. Ensure the accessible parking spaces are located in front of paved sidewalks.
- Provide a blue curb at the entire width of the parking space and access aisle. Refer to City Standard SDM-117, sheets 4, 6 and 7 for requirements on pavement markings and pole sign.

#### Requirements for standard parking spaces:



- The existing standard parking spaces at the west and east sides of Marlhorough Avenue shall be restriped to conform to the City's Standard Pavement Markings Diagonal Parking Stalls T-13-57.
- The angle of the parking spaces shall depend on the width of the traffic lanes. Contact Monica Firshi, City's TEO Associate Traffic Engineer at 619-533-3094 for design assistance.
- 3. Include the following information on the plans:

  - Total number of existing regular parking at west and east sides Total number of existing accessible parking at west and east sides Total number of new standard parking at west and east sides
- Total number of new accessible parking at west and east sides
- Total number of existing standard parking loss at west and east sides
- 4. Submit the striping plan to the City Project Manager for review by the following:
  - Joseph Jimenez, Senior Traffic Engineer from Economic Development Department Monica Firsht, Associate Traffic Engineer from Traffic Engineering Division Fletcher Callanta, Senior Access Law Compliance Officer, Public Works Department.
- 5. Sidewalks ~ Patch and repair damaged or lifted panels along the sidewalks on the west and east sides.
- 6. Outreach Notify residents/tenants along this block of the parking improvements.

### MARLBOROUGH AVENUE

MISC C-30 AC WATER & SEWER GROUP JOB 1014 DIAGONAL PARKING AT MARLBOROUGH AV EXIHIBIT WATER B-15078 CITY OF SAN DIEGO, CALIFORNIA SENER B-15079 REGAN OWEN SAL CASTILLO SEE SHEETS COSS? COORDINATE SEE SHEETS DATE STADIES 39034-30-D

IP\_PWP:d0121540\B15078 B15079 AC Water & Sewer Group 1014.dgn

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AC Water & Sewer GJ 1914 Appendix K - AC Water & Sewer GJ 1914 Exhibit Plans (Rev. July 2015)

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**DETAIL** 

# ATTACHMENT F INTENTIONALLY LEFT BLANK

### ATTACHMENT G CONTRACT AGREEMENT

#### **CONTRACT AGREEMENT**

#### **CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Portillo Concrete, Inc.</u>, herein called "Contractor" for construction of <u>AC Water & Sewer GJ 1014</u>; Bid No. <u>K-16-1449-DBB-3</u> in the amount of <u>FOUR MILLION SEVEN HUNDRED AND EIGHTEEN THOUSAND SEVEN HUNDRED SEVENTY THREE DOLLARS AND ZERO CENTS (\$4,718,773.00)</u>, which is comprised of the Base Bid.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Phase Funding Schedule Agreement.
  - (e) That certain documents entitled **AC Water & Sewer GJ 1014**, on file in the office of the Public Works Department as Document No. **B-15078**, **B-15079** 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>AC Water & Sewer GJ 1014</u>, <u>Bid Number K-16-1449-DBB-3</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 AGREEMENT (continued)**

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM Jan I. Goldsmith, City Attorney
By Style Tanu	By A Deo he Jacq Jr.
Print Name: Stephen Samara Principal Contract Specialist Public Works Department	Print Name: <u>fedro De Lava</u> , <u>Tr</u> Deputy City Attorney
Date: 6-13-15	Date: 6/10/16
CONTRACTOR By Man Gruth	
Print Name: MARIO PORTILLO	
Title: PRES/CEO	
Date: 5/13/16	
City of San Diego License No.: <u>B199</u> 60	006538
State Contractor's License No.: 68014	4
DEPARTMENT OF INDUSTRIAL RELATION	ONS (DIR) REGISTRATION NUMBER:/00004399
	100004509

#### **CERTIFICATIONS AND FORMS**

**Instruction to Bidders, Section 1** - The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

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

#### To the City of San Diego:

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

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

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

State of California County of San Diego

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

#### CONTRACTOR CERTIFICATION

#### DRUG-FREE WORKPLACE

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

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

#### **CONTRACTOR CERTIFICATION**

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

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

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

#### **CONTRACTOR CERTIFICATION**

#### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

#### **AFFIDAVIT OF DISPOSAL**

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

WHEREAS, on the undersigned entered for:	DAY into and executed	OF a contract with th	, e City of San Dieş	2go, a municipal o	the corporation,
	(	Name of Project o	r Task)	•	
as particularly descriging; and WHEI brush, trash, debris, manner"; and WHE	REAS, the specificate and surplus materi	ation of said cont als resulting from	ract requires the C this project have	Contractor to affi been disposed o	irm that "all of in a legal
NOW, THEREFO. Contractor under the surplus materials as	e terms of said con	ntract, the undersi	gned Contractor,	does hereby aff	firm that all
	1			1-4:	
and that they have be Dated this	•			gulations.	
	DAT OF		,·		
by		Contractor			
ATTEST:					
State of		_ County of			
On this and for said County a named in the foregoi said Contractor exec	and State, duly con known ng Release, and w	nmissioned and syntential to me to be the _ hose name is subs	vorn, personally a	ppeared	Contractor
Notary Public in and	for said County ar	nd State			

#### **ELECTRONICALLY SUBMITTED FORMS**

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

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

- A. BID BOND See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions
- B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
- C. EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

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

#### **BID BOND**

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

TS,	•	
	as Principal, and	1
y Insurance Company	as Surety, ar	e
e payment of which sum,	well and truly to be made, we bin	d
		r
		-
viting Bids" enters into a uments, furnishes the requand Payment Bond, then the effect. In the event suit	written Agreement on the form of uired certificates of insurance, an its obligation shall be null and voice is brought upon this bond by sai	f d l, d
thday of	March , 20 16	_
(SEAL) The Oh <u>io Casua</u>	(Surety)  Cyndi Beilma (Signature)	,
	San Diego hereinafter call e payment of which sum, stors, successors, and assig a Bid to said OWNER to Contract Documents entit  awarded a contract by said witing Bids" enters into a uments, furnishes the requand Payment Bond, then the deffect. In the event suit ety shall pay all costs incu- ety shall pay all costs incu- ety fixed by the court.	as Principal, and y Insurance Company as Surety, are san Diego hereinafter called "OWNER," in the sum of 10% e payment of which sum, well and truly to be made, we bind stors, successors, and assigns, jointly and severally, firmly by a Bid to said OWNER to perform the WORK required under Contract Documents entitled  Inwarded a contract by said OWNER and, within the time and witing Bids" enters into a written Agreement on the form of uments, furnishes the required certificates of insurance, and and Payment Bond, then this obligation shall be null and voice of effect. In the event suit is brought upon this bond by said effect. In the event suit is brought upon this bond by said ety shall pay all costs incurred by said OWNER in such suit fixed by the court.  The day of March , 20 16  (SEAL) The Ohio Casualty Insurance Company (SEAL)  (Surety)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA County of San Diego On March 25, 2016 before me, Pam Davis

Date Insert Name of Notary exactly as it appears on the official seal , Notary Public,



Place Notary Seal Above

personally appeared Cyndi Beilman

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

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

Witness my hand and official seal.

Name(s) of Signer(s)

Signature of Notary Public Pam Davis

OPTIONAL ---

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

#### **Description of Attached Document**

Signer is Representing:

litle or Type of Document:	
Document Date:	
Signer(s) Other Than Named Abov	'e:
Capacity(ies) Claimed by Signer	(s)
Signer's Name:  ☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner ☐ Limited ☐ General ☑ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:	

Signer's Name:	
☐ Individual	
☐ Corporate Officer — Title(s):	

RIGHT THUMBPRINT

OF SIGNER

Top of thumb here

Number of Pages:

☐ Limited ☐ General ☐ Partner

☐ Attorney in Fact Trustee

☐ Guardian or Conservator Other:

Signer is Representing:

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7193601

am and 4:30 pm EST on any business day.

ca

confirm the validity of this Power of Attorney

1-610-832-8240 between 9:00

0

American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

#### **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute Anne Wright; Cyndi Beilman; Dana Michaelis

, state of CA all of the city of La Mesa \_ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons,

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed \_\_day of \_\_December thereto this 1st







American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 1st day of December , 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. COMMONWEALTH OF PENNSYLVANIA

PAST

Notarial Seal Teresa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires March 28, 2017

Member Pennsylvania Association of Notaries

reresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I. Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of







#### CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

X	subject of a	igned certifies that within complaint or pending act discriminated against its	ion in a legal	administra	tive proceeding alleging
	of a compl Bidder disc description	igned certifies that within aint or pending action in criminated against its emport of the status or resolution and applicable dates is as for	a legal admin loyees, subco of that compl	nistrative p ntractors,	proceeding alleging that vendors or suppliers. A
DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	Littigation (Y/N)	«Status»	RESOLUTION/REMEDIAL ACTION TAKEN
					_
					A Company of the Comp
Contractor N	Iame: <u>Portillo</u>	Concrete, Inc.			
Certified By	<u>Mario l</u>	Portillo		Title P	resident/CEO
	$\mathcal{M}$	and Sull		Date	4/22/16

USE ADDITIONAL FORMS AS NECESSARY

Signature

CHECK ONE BOX ONLY.

### EQUAL BENEFITS ORDINANCE





#### For additional information, contact:

#### CITY OF SAN DIEGO

#### **EQUAL BENEFITS PROGRAM**

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

	COM	PANY INFORM	ATION	Diogo, CII 72101
Company Name:	Portillo Concrete, Inc.	TO THE PARTY OF TH	Contact Name: Mar	io Portillo
	ss: 3527 Citrus St.		Contact Phone: 619-	
	Lemon Grove, CA 91942			tillo@portilloconcreteinc.
		TRACT INFORM	AATION	
Contract Title:	AC Water & Sewer GJ 1014		S	Start Date:
Contract Numbe	er (if no number, state location): San I	Diego	I	End Date:
	SUMMARY OF EQUAL I	BENEFITS ORD	INANCE REQUIREMEN	ΓS
	fits Ordinance [EBO] requires the City enefits as defined in SDMC §22.4302 for			rtify they will provide and
<ul> <li>Benefits in travel/relo</li> <li>Any benefit</li> <li>Contractor senrollment</li> <li>Contractor si</li> <li>Contractor si</li> </ul>	hall allow City access to records, when a hall submit <i>EBO Certification of Compl</i> mmary is provided for convenience.	pension/401(k) plans rograms; credit union is not required to be policy in the workprequested, to confirm tance, signed under properties of the E	; bereavement, family, parental lent membership; or any other beneficially offered to an employee with a deplace and notify employees at time compliance with EBO requirem penalty of perjury, prior to award BO and Rules Implementing to	it. mestic partner. ne of hire and during open ents. of contract. he EBO are available at
Please indicate ye	our firm's compliance status with the El	30. The City may re	quest supporting documentation.	
X	I affirm <b>compliance</b> with the EBO be	cause my firm <i>(contr</i>	actor must select one reason):	
_	M Provides equal benefits to spo		,	
	☐ Provides no benefits to spouse	-		
	☐ Has no employees.	-		
	<ul><li>Has collective bargaining agreexpired.</li></ul>	eement(s) in place pr	ior to January 1, 2011, that has n	ot been renewed or
	I request the City's approval to pay af made a reasonable effort but is not ab the availability of a cash equivalent for every reasonable effort to extend all a	le to provide equal bo or benefits available t	enefits upon contract award. I ag to spouses but not domestic partn	ee to notify employees of
with the executio Under penalty of firm understands contract or pay a	any contractor to knowingly submit any on, award, amendment, or administration perjury under laws of the State of Califathe requirements of the Equal Benefits cash equivalent if authorized by the Cit	of any contract. [Sa Fornia, I certify the al s Ordinance and will	n Diego Municipal Code §22.430 pove information is true and corr	07(a)] ect. I further certify that my efits for the duration of the
Mario Portillo		11/000	Signatura	
	Name/Title of Signatory		Signature	Date
	FOR OI EBO Analyst:	FICIAL CITY I  Approved	JSE ONLY  ☐ Not Approved – Reason:	
Receipt Date:				

# Bid Results for Project AC Water & Sewer GJ Issued on 03/15/2016 Bid Due on April 22, 2016 2:00 PM (Pacific) Exported on 04/25/2016

VendorID	Company Name	Address	City	ZipCode	Country	Contact	Phone	Fax	Emali	Vendor Type
							619-466-	619-466-	mportillo@portillocon	
295276	Portillo Concrete Inc	3527 Citrus St	Lemon Grove	91945	United States	Mario Portillo	4639	4685	creteinc.com	LAT,MALE,PQUAL,DBE,HUBZ,MBE,CADIR,SDB,Local

Respondee	Respondee Title	Respondee Phone	Respondee Email
Mario Portillo	Pres/CEO	619-466-4639	mportillo@portilloconcreteinc.com

Bld Format	Submitted Date	Delivery Method	Responsive	Status	Confirmation#	Ranking
Electronic	April 22, 2016 12:48:15 PM (Pacific)			Submitted	78440	0

	Attachments	
 File Title	File Name	File Type
 Contractors Certification	Signed Contr Cert.pdf	General Attachments
Equal Benefits Ordinance	Signed Equal Ordinance.pdf	General Attachments
 Rid Bond	Signed Bid Bond pdf	Bid Bond

			Line Items				
ltem Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	\$40,000.00	\$40,000.00
2	Main Bid	238990	Video Recording of Existing Conditions	LS	1	\$2,800.00	\$2,800.00
3	Main Bid	541330	Traffic Control Design (Traffic Control Plans)	LS	1	\$2,500.00	\$2,500.00
4	Main Bid	237310	Traffic Control	LS	1	\$60,000.00	\$60,000.00
5	Main Bid	237310	K-Rall	LF	125	\$100.00	\$12,500.00
6	Main Bid	237310	Flashing Arrow Boards	EA	2	\$3,500.00	\$7,000.00
7	Main Bid	237310	Portable Changeable Message Signs (PCMS) - Type I	AL	1	\$5,000.00	\$5,000.00
8	Main Bid	237110	Mobilization	LS	1	\$80,000,00	\$80,000.00
9	Main Bid	237310	Pedestrain Barricades	EA	8	\$500.00	\$4,000.00
10	Main Bid		Field Orders - Type II	AL.	1	\$170,000.00	\$170,000.00
11	Main Bid	238910	Removal and Disposal of Railroad Tracks	LF	250	\$20.00	\$5,000.00
12	Main Bid	238910	Tree Removal	EA	2.50	\$500.00	\$1,000.00
13	Main Bid	237310	Excavate and Export (Unclassified)	CY	15000	\$5.00	\$75,000.00
	Main Bid	237310	Class II Base	TON	700	\$55.00	\$38,500.00
14	Main Bid	237310	Cold Mill AC Pavement (0 - 1 1/2")	SF	30000	\$0.30	\$9,000,00
15		237310	Traffic Detector Loop Replacement	EA		\$900.00	\$9,000.00
16	Main Bid				22		
17	Main Bid	237310	Asphalt Pavement Repair	TON	40	\$200.00	\$8,000.00
18	Main Bid	237310	Rubber Polymer Modified Slurry Type I over Type III	SF	118106	\$0.50	\$59,053.00
19	Main Bid	237310	Pavement Restoration Adjacent to Trench	SF	4700	\$8.00	\$37,600.00
20	Main Bid	237310	1-1/2 Inch Asphalt Concrete Overlay and Striping	TON	800	\$100.00	\$80,000.00
21	Main Bid	237310	Concrete Pavement	CY	3600	\$250.00	\$900,000.00
22	Main Bid	237310	Pavement Fabric	SF	10400	\$0.85	\$8,840.00
23	Main Bid	237310	Contractor Date Stamp and Impressions	EA	10	\$200.00	\$2,000.00
24	Main Bid	237310	Cross Gutter	SF	3800	\$15.00	\$57,000.00
25	Main Bid	237310	Alley Apron	SF	400	\$15.00	\$6,000.00
26	Main Bld	237310	Additional Sidewalk Removal and Replacement	SF	600	\$9.00	\$5,400.00
27	Main Bid	237310	Additional Curb & Gutter	LF	100	\$30.00	\$3,000.00
28	Main Bid	237310	Curb Ramp Type D w/ Stainless Steel Detectable Warning Tiles	EA	39	\$2,500.00	\$97,500.00
29	Main Bid	237310	Curb Ramp Type Full Type D w/ Stainless Steel Detectable Warning Tiles	EA	2	\$2,500.00	\$5,000.00
30	Main Bid	237310	Curb Ramp Type Case C w/ Stainless Steel Detectable Warning Tiles	EA	1	\$3,000.00	\$3,000.00
31	Main Bid	237310	Curb Ramp Type B w/ Stainless Steel Detectable Warning Tiles	EA	2	\$3,000.00	\$6,000.00
32	Main Bid	237310	Curb Ramp Type A w/ Stainless Steel Detectable Warning Tiles	EA	3	\$3,000.00	\$9,000.00
33	Main Bid	237310	Modified Curb Ramp Type B w/ Stainless Steel Detectable Warning Tiles	EA	14	\$3,500.00	\$49,000.00
34	Main Bid	237310	Modified Curb Ramp Type C 2 w/ Stainless Steel Detectable Warning Tiles	EA	22	\$3,500.00	\$7,000.00
35	Main Bid	237310	Modified Curb Ramp Type D w/ Stainless Steel  Detectable Warning Tiles	EA	3	\$3,000.00	\$9,000.00
36	Main Bid	237110	Trench Shoring	LS	11	\$10,000.00	\$10,000.00
37	Main Bid	237110	Additional Bedding	CY	310	\$5.00	\$1,550.00

38	Main Bid	237310	Temporary Resurfacing	TON	250	\$100.00	\$25,000.00
39	Main Bid	237110	imported Backfill	TON	2500	\$20.00	\$50,000.00
			Video inspecting pipelines and culverts for			}	
40	Main Bid	237110	Acceptance	LF	920	\$1.00	\$920.00
41	Main Bid	541370_	Survey Monuments	EA	3	\$1,500.00	\$4,500.00
42	Main Bid	237310	Traffic Striping & Painting of Curb Markings	LS	1	\$5,800.00	\$5,800.00
43	Main Bid	541330	Water Pollution Control Program Development	LS	11	\$1,000.00	\$1,000.00
44	Main Bid	237310	Water Pollution Control Program Implementation	LS	1	\$3,000.00	\$3,000.00
45	Main Bid	237310	Adjusting Existing Gate Valve Cover to Grade	EA	8	\$500.00	\$4,000.00
46	Main Bid	237110	4-Inch Valve	EA	44	\$1,400.00	\$5,600,00
47	Main Bid	237110	8-Inch Water Main	LF	11570	\$85.00	\$983,450.00
48	Main Bid	237110	8-Inch Gate Valve	EA	79	\$2,100.00	\$165,900.00
49	Main Bid	237110	12-Inch Water Main	LF	1703	\$120,00	\$204,360.00
50	Main Bid	237110	12-Inch Gate Valve	EA	13	\$2,300.00	\$29,900.00
51	Main Bid	237110	16-Inch Water Main	LF	920	\$140.00	\$128,800.00
52	Main Bid	237110	16-inch Butterfly Valve	EA	11	\$3,700.00	\$40,700.00
53	Main Bid	237110	Thrust and Anchor Blocks	EA	6	\$700.00	\$4,200,00
54	Main Bid	237110	8-Inch Fire Service Assembly & Backflow Preventer	EA	1	\$12,000.00	\$12,000.00
55	Main Bld	237110	6-inch Fire Service Assembly & Backflow Preventer	EA	1	\$11,000,00	\$11,000.00
56	Main Bid	237110	4-inch Fire Service Assembly & Backflow Preventer	EA	4	\$8,700.00	\$34,800.00
57	Main Bid	237110	6-Inch Fire Hydrant Assembly & Marker	EA	3	\$6,300.00	\$18,900.00
58	Main Bid	237110	6-inch Fire Hydrant Assembly & Marker (3 port)	EA	3	\$7,000.00	\$21,000.00
59	Main Bid	237110	Water Main Abandonment	LF	260	\$9.00	\$2,340,00
60	Main Bid	237110	1-Inch Water Service	EA	448	\$1,800.00	\$806,400.00
61	Main Bid	237110	1,5-Inch Water Service	EA	4	\$3,000.00	\$12,000.00
62	Main Bld	237110	2-Inch Water Service	EA	23	\$3,150.00	\$72,450.00
62	Man Dia		Contractor Furnished Materials for City Forces			10/2007	71_71-71-1
'	ì		Connection and Cut-in Work for Mains 16-Inch and		!		
63	Main Bid	237110	Larger.	LS	1	\$5,000.00	\$5,000.00
63	I I I I I I I I I I I I I I I I I I I		Pavement Restoration for City Forces Final		<del> </del>	70,230,33	1-7
64	Main Bld	237110	Connection	SF	2000	\$9.00	\$18,000.00
- 64	High Die		Handling and Disposal of Non-Friable Asbestos			7	
ar.	Main Bid	237110	Materials	LF	12000	\$8.00	\$96,000.00
65	Main Bid	237110	Manhole (4'x3')	EA	2	\$6,000.00	\$12,000.00
66	Main Bid	237110	6-Inch Sewer Lateral & Cleanout (Alley)	EA	1	\$4,500.00	\$4,500.00
68	Main Bid	237110	Pipe Bursting	LF	405	\$100,00	\$40,500.00
	Main Bid	237110	Point Repair of Existing Sewer Main	EA	2	\$7,500.00	\$15,000.00
69	Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1 1	\$900.00	\$900.00
70	IVIAIII DIG	457110	Video Inspecting Pipelines and Culverts for	<del></del>	<del>                                     </del>	y5555,55	7500.00
	Main Bld	237110	Acceptance (Pipe Burst)	LF	405	\$1.00	\$405.00
71	IVIAITI DIG	237110	Cleaning and Video Inspection Pipelines and Culverts	<del></del>	1 703	71.00	9405.00
	Main Bid	237110	(Pipe Burst)	LF	405	\$1.00	\$405,00
72	Iviain Bid	23/110	(r ipe burst)	L	1 403	Subtotal	\$4,718,773.00
						Total	\$4,718,773.00
						Intal	34,710,773.00

			Subcont	ractors					
Name	Description	License Num	Amount	Туре	Address	Address 2	City	ZipCode	Country
T L Scanlan Construction	Underground Pipe Install	757925	\$1,800,000.00		2308 shaylene		alpine	91901	United States
McGrath Consulting	WPCP	N/A	\$700.00	ELBE,SDB	PO BOX 2488		El Cajon	92021	United States
					49950 Jefferson				
Mocon Corporation	Pipe Birsting	565735	\$23,490.00	PQUAL	St., Ste C-200		Indio	92201	United States
					10240 San		Jurupa		
Pavement Recycling Systems, Inc.	AC Milling	569352	\$7,950.00	PQUAL	Sevaine Way		Valley	91752	United States
, uvenione receipting a j				CAU, MALE, PQUAL,		14436 Santa Ana			
American Asphalt South, Inc.	Slurry Type I	784969	\$54,919.29	CADIR	PO Box 310036	Ave	Fontana	92331	United States
Statewide Stripes Inc.	Striping	788286	\$5,800.00	CAU,MALE,DBE	PO Box 600710		San Diego	92160	United States
					5360 Jackson				
Surety Associates of Southern California	Bonding	OG87195	\$40,000.00	ELBE	Drive #208	l	La Mesa	91942	United States

Prime Self Performance 59.04%

# City of San Diego

CITY CONTACT: Rosa Riego - Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633

### **ADDENDUM "B"**





#### AC Water & Sewer GJ 1014

BID NO.:	K-16-1449-DBB-3	Western
SAP NO. (WBS/IO/CC):	B-15078 / B-15079	**************************************
CLIENT DEPARTMENT:	2000	
COUNCIL DISTRICT:	9	
PROJECT TYPE:	KB / JA	

#### **BID DUE DATE:**

2:00 PM APRIL 22, 2016 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C SAN DIEGO, CA 92101

April 12, 2016

- Bidding AC Water & Sewer GJ 1014

ADDENDUM "B"

Page 1 of 4

### 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

Seal



#### A. CHANGES TO CONTRACT DOCUMENTS

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

#### B. BIDDER'S QUESTIONS

- O1. Item # 18. Quantity did not match the plans.
- A1. The original quantity 102,000 SF is modified to 118,106 SF to match exhibit sheet # 26.
- Q2. Item # 20. Quantity too big?
- A2. The original quantity 5,200 TON is reduced to 800 TON.
- Q3. Item # 21. Quantity too big?
- A3. The original quantity 57,000 CY is reduced to 3,600 CY.
- Q4. Item # 40. Sewer main to be televised is too big.
- A4. The existing quantity 18,270 LF is reduced to 920 LF to televise sewer exhibit sheet #3 and #4.
- Q5. Item # 68 Sheet #4 of the plans indicates over 400' of 8" Sewer Pipe Replacement and 8 Sewer Lateral Replacements that **do not** have Bid Items on the Bid Schedule.
- A5. Item #68, Pipe Bursting, covers the payment for the sewer pipe and lateral replacements.

#### C. NOTICE INVITING BIDS

- 1. To Item 3, Estimated Construction Cost, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - 3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$ 3,670,000.

#### D. ADDITIONAL CHANGES

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

Quantity	Unit of Measure	Item Description			
102,000 118,106	SF	Rubber Polymer Modified Slurry Type I over Type III			
5,200 800	TON	1-1/2 Inch Asphalt Concrete Overlay and Striping			

April 12, 2016 ADDENDUM "B" Page 3 of 4

57,000 3,600	CY	Concrete Pavement
18720 020	LF	Video inspecting pipelines and culverts for
<u>920</u>		Acceptance
405	<u>LF</u>	Video inspecting pipelines and culverts for Acceptance (Pipe Burst)
405	<u>LF</u>	Cleaning and Video Inspection Pipelines and Culverts (Pipe Burst)

James Nagelvoort, Director Public Works Department

Dated: April 12, 2016 San Diego, California

JN/RWB/Lad

ADDENDUM "B" Page 4 of 4

## City of San Diego

CITY CONTACT: Rosa Riego - Contract Specialist, Email: RRiego@sandiego.gov Phone No. (619) 533-3426, Fax No. (619) 533-3633

### **ADDENDUM "A"**





#### AC Water & Sewer GJ 1014

BID NO.:	K-16-1449-DBB-3	
SAP NO. (WBS/IO/CC):	B-15078 / B-15079	
CLIENT DEPARTMENT:	2000	
COUNCIL DISTRICT:	9	
PROJECT TYPE:	KB / JA	

#### **BID DUE DATE:**

2:00 PM APRIL 22, 2016 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C SAN DIEGO, CA 92101

April 11, 2016

- Bidding AC Water & Sewer GJ 1014

#### A. CHANGES TO CONTRACT DOCUMENTS

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

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

James Nagelvoort, Director Public Works Department

Dated: April 11, 2016

San Diego, California

JN/RWB/Lad

April 11, 2016 - Bidding AC Water & Sewer GJ 1014