



**ENGINEER OF WORK**

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

*Brian Warner Vitelle* 1/4/18  
1) Registered Engineer Date

Seal:

*Brian Vitelle* 1/3/18  
2) For City Engineer Date

Seal



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## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **University Heights Wtr Tower Seismic Ret.** 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: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,100,000.**
4. **BID DUE DATE AND TIME ARE: FEBRUARY 20, 2018 at 2:00 PM**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification is required for this contract: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	<b>3.6%</b>
2. ELBE participation	<b>7.8%</b>
3. Total mandatory participation	<b>11.4%</b>
  - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
    - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
    - 7.2.2. Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.

**8. PRE-BID MEETING:**

**8.1.** Prospective Bidders are **encouraged** to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification 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 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: FEBRUARY 01, 2018**  
**Time: 10:00 AM**  
**Location: 1010 Second Avenue, Suite 1400, San Diego, CA 92101**

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

**9. AWARD PROCESS:**

**9.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.

**9.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.

**9.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.

**9.4.** The low Bid will be determined by the Base Bid 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 responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

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

OR:

ASanfilippo@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.

## 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 [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).
- 1.3. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.

- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.

- 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter 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, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
- 2.7.1. Important Note:** Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

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

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

- 3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4.** The Bidder agrees to the construction of the project as described in Attachment “A – Scope of Work” for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- 4. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
- 5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
- 5.1. Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City’s web-based vendor registration and bid management system. For additional information go to:  
  
<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.
- 5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 6. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 7-6, “The Contractors Representative” in The GREENBOOK and 7-6.1 in The WHITEBOOK.
- 7. PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
- 8. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.

**9. INSURANCE REQUIREMENTS:**

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

**10. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/publicworks/edocref/greenbook">https://www.sandiego.gov/publicworks/edocref/greenbook</a>	2015	PWPI070116-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/publicworks/edocref/standarddraw">https://www.sandiego.gov/publicworks/edocref/standarddraw</a>	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/publicworks/edocref/drawings">https://www.sandiego.gov/publicworks/edocref/drawings</a>	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications - <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2015	PWPI092816-05
CALTRANS Standard Plans <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - <a href="http://www.dot.ca.gov/trafficops/camutcd/">http://www.dot.ca.gov/trafficops/camutcd/</a>	2014	PWPI092816-07
<b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

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

effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.

**12. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.

**13. CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

**14. SUBCONTRACTOR INFORMATION:**

**14.1. LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - 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), DIR REGISTRATION**

**NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

- 14.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- 15. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
- 16. AWARD:**
- 16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 16.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 17. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. 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 ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.

**20. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

**21. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**

**21.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.

**21.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.

**21.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

**21.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.

**21.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

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

**22.1.** This contract may be awarded to the lowest responsible and reliable Bidder.

**22.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.

- 22.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 22.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, 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 Contractor Standards.
- 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 26.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

**27. PRE-AWARD ACTIVITIES:**

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

**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

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

Houalla Enterprises, Ltd. , a corporation, as principal, and  
SureTec 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  
**One Million Thirty-Seven Thousand Seven Hundred Eighty-Two Dollars and Zero  
Cents (\$1,037,782.00)** for the faithful performance of the annexed contract, and in the sum  
of **One Million Thirty-Seven Thousand Seven Hundred Eighty-Two Dollars and  
Zero Cents (\$1,037,782.00)** 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)

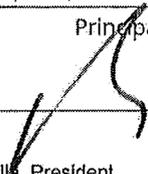
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated March 22, 2018

Approved as to Form

Houalla Enterprises, Ltd.

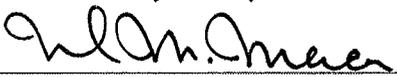
Principal

By 

Fouad Houalla, President

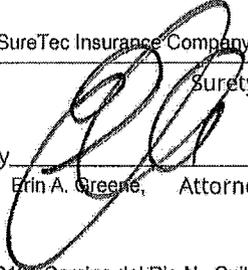
Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By   
Deputy City Attorney

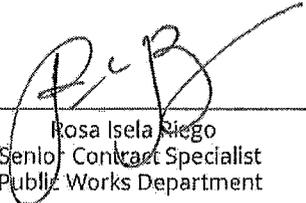
SureTec Insurance Company

Surety

By 

Erin A. Greene, Attorney-in-fact

Approved:

By   
Rosa Isela Riego  
Senior Contract Specialist  
Public Works Department

3131 Camino del Rio N., Suite 1450

Local Address of Surety

San Diego, CA 92108

Local Address (City, State) of Surety

(619) 400-4100

Local Telephone No. of Surety

Premium \$ 11,879.00

Bond No. 4417368

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

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

Jeffrey W. Cavnagac, James P. Schabarum II, Jase Hamilton, Erin A. Greene, Brittany Aceves

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

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

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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

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

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

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 8<sup>th</sup> day of December, A.D. 2017.

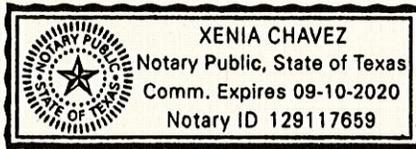
State of Texas                      ss:  
County of Harris



SURETEC INSURANCE COMPANY

By: [Signature]  
John Knox Jr., President

On this 8<sup>th</sup> day of December, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Xenia Chavez, Notary Public  
My commission expires September 10, 2020

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

Given under my hand and the seal of said Company at Houston, Texas this MAR 22 2018 day of \_\_\_\_\_, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On MAR 22 2018 before me, Brittany Aceves, Notary Public  
(Here insert name and title of the officer)

personally appeared Erin A. Greene,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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.  
  
\_\_\_\_\_  
Notary Public Signature



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

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

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document with a staple.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



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

State of California )

County of Orange )

On 3/22/2018 before me, \_\_\_\_\_  
Date

Shelly Jean Irvine  
Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_

Fouad Houalle  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

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

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

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

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



## ATTACHMENTS

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

## SCOPE OF WORK

1. **SCOPE OF WORK:** This project will repair and/or replace the exterior structural elements that includes replacing the corroded anchor bolt washers; extending of column footing foundation; new tie rod bracing and installing of new gusset plates and pin connectors; lead coating abatement; and recoating of the lower portions of the tower columns. No work will be done on the current catwalk and ladders, interior trusses, roof or any painting or coating to exterior or interior of the water tank.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **40136-01-D** through **40136-14-D**, inclusive.
2. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,100,000**.
3. **LOCATION OF WORK: The location of the Work is as follows:**

See Location Map in Appendix E.
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **128 Working Days**.

**ATTACHMENT B**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT C**  
**INTENTIONALLY LEFT BLANK**

**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.
  - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
    - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
  - 1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's 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. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 30 days after this information is provided to the City.

**1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

**1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

**1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor code section 1773.3).

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

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

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

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

### **SECTION 2 - SCOPE AND CONTROL OF WORK**

- 2-3.2 Self Performance.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the base Bid **AND** 50% of any alternates.

**ADD:**

- 2-10 AUTHORITY OF THE BOARD AND THE ENGINEER.** To the "GREENBOOK", Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; requests for information (RFI), and interpretation of the Plans, Specifications, or other Contract Documents. This shall be precedent to any payment under the Contract. The Engineer shall be the single point of contact and shall be included in all communications.

- 2-15 TECHNICAL STUDIES AND DATA.** To the "WHITEBOOK", ADD the following:

3. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:

- a) Report of Foundation and Seismic Evaluation for the University Heights Water Tower Seismic Retrofit November 30, 2016 by Allied Geotechnical Engineers
- 4. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<https://filecloud.sandiego.gov/url/pcas2ym5bk924pxv>

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

### **SECTION 3 – CHANGES IN WORK**

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

**ADD:**

**3-5.1** **Claims.**

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

**3-5.1.1** **Initiation of Claim.**

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

#### **3-5.1.1.1 Claim Certification Submittal.**

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
  - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
  - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
  - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
  - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

#### **3-5.1.2 Initial Determination.**

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

#### **3-5.1.3 Settlement Meeting.**

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

#### **3-5.1.7 City's Final Determination.**

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

#### **3-5.1.8 Mandatory Assistance.**

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

- b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

#### **3-5.1.8.1 Compensation for Mandatory Assistance.**

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

#### **3-5.2.3 Selection of Mediator.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
  - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
  - b) A preference for available dates.
  - c) Appropriate fees.
5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

**3-5.3 Forum of Litigation.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

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

**ADD:**

**4-1.3.2 Inspection by the Agency.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will provide inspection and testing laboratory services within the continental United States within a 200-mile radius of the geographical limits of the City.

**4-1.3.3 Inspection of Items Not Locally Produced.** To the "WHITEBOOK", DELETE in its entirety.

**ADD:**

**4-1.3.4 Inspection Paid For By the Contractor.** To the "WHITEBOOK", ADD the following:

1. The special inspections required are listed as follows:
  - a) Please refer to "Testing and Special Inspections" found within the Construction Drawings.

**4-1.3.5 Special Inspection.** To the "WHITEBOOK", ADD the following:

5. The payment for special inspection Work specified under this section shall be paid in accordance with 4-1.3.4.1, "Payment".

**4-1.3.6 Preapproved Materials.** To the "WHITEBOOK", ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

**4-1.6 Trade Names or Equals.** To the "WHITEBOOK", ADD the following:

11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City's Product Submittal Form available at:

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

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

**6-1.1 Construction Schedule.** To the "WHITEBOOK", item 22, subsection b, DELETE in its entirety and SUBSTITUTE with the following:

- b) A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in the Contract Documents and use the format shown. Your invoice amounts shall be supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly.

**ADD:**

**6-3.2.1.1 Environmental Document.**

- 1. The City of San Diego has prepared a **Notice of Right to Appeal (NORA) Environmental Determination and Notice of Exemption (NOE)** for **University Heights Wtr Tower Seismic Ret** as referenced in the Contract Appendix. You shall comply with all requirements of the NORA and NOE as set forth in **Appendix A**.
- 2. Compliance with the City's environmental document shall be included in the Contract Price.

**SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

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

**7-3 INSURANCE.**

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

**7-3.1 Policies and Procedures.**

- 1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**7-3.2 Types of Insurance.**

**7-3.2.1 Commercial General Liability Insurance.**

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

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

### **7-3.2.2 Commercial Automobile Liability Insurance.**

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

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

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

#### **7-3.2.4**

#### **Contractors Hazardous Transporters Pollution Liability Insurance.**

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

#### **7-3.2.5**

#### **Contractors Builders Risk Property Insurance..**

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100% of this Contract value of the

Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.

2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
3. The policy or policies shall provide that all proceeds thereunder shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance shall be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles shall be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100% of its loss. You shall pay the City any portion of that loss not covered because of a deductible at the same time the proceeds of the insurance are paid to the City as trustee.
5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

**7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

**7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance.**

**7-3.5.1.1 Additional Insured.**

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

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall 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 shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

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

**7-3.5.3.1 Additional Insured.**

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

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

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and

representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

**7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

**7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

**7-3.5.4.1 Additional Insured.**

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

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

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and

representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

- 7-3.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- 7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 7-3.5.5 Builders Risk Endorsements.**
- 7-3.5.5.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.
- 7-3.5.5.2 Builders Risk – Partial Utilization.** If the City desires to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this Contract, the City will notify you and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any such partial use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.
- 7-3.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- 7-3.8 Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- 7-3.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

**7-4** **NOT USED.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**7-4** **WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.**

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

2. Limits for this insurance shall be not less than the following:

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

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

**7-4.1** **Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

**7-5** **PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:

2. The City will obtain, at no cost to you, the following permits:
  - a) Building Permit

**ADD:**

**7-6** **THE CONTRACTORS REPRESENTATIVE.** To the "GREENBOOK", ADD the following:

1. Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.

**7-8.6 Water Pollution Control.** To the "WHITEBOOK", ADD the following:

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

**7-13.4 Contractor Standards and Pledge of Compliance.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract is subject to City's Municipal Code §22.3004 as amended 10/29/13 by ordinance O-20316.
2. You shall complete a Pledge of Compliance attesting under penalty of perjury that you complied with the requirements of this section.
3. You shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.
4. You may access the Pledge of Compliance at:  
[http://www.sandiego.gov/purchasing/pdf/contractor\\_standards\\_questionnaire.pdf](http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf)
5. You shall require in each subcontract that the Subcontractor shall abide by the provisions of the City's Municipal Code §22.3004. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3004: The Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

**ADD:**

**7-13.8 Equal Pay Ordinance.**

1. You shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) in section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.
2. You shall require all of your Subcontractors to certify compliance with the EPO in their written subcontracts.
3. You shall post a notice informing your employees of their rights under the EPO in the workplace or job site.
4. By signing this Contract with the City of San Diego, you acknowledge the EPO requirements and pledge ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

**ADD:**

**7-16.1.3 Weekly Updates Recipients.**

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Brian Vitelle, Senior Engineer, [BVitelle@sandiego.gov](mailto:BVitelle@sandiego.gov)

Maryam Kargar, Project Engineer, [MKargar@sandiego.gov](mailto:MKargar@sandiego.gov)

Resident Engineer, TBA, [XXX@sandiego.gov](mailto:XXX@sandiego.gov)

**7-16.3 Exclusive Community Liaison Services.** To the "WHITEBOOK", ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 7-16.2 "Community Outreach Services" and 7-16.3 "Exclusive Community Liaison Services".

**7-20 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", ADD the following:

2. Virtual Project Manager shall be used on this Contract.

**7-21.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

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

**9-3.1 General.** To the "WHITEBOOK", ADD the following:

1. **University Heights Water Tower Work.** The contract lump sum price paid for "University Heights Water Tower Work" includes full compensation for providing all labor, materials, supplies, tools, equipment and incidentals required for furnishing and installing column base enlargement, water tower supporting structure rehabilitation and members replacement and structural improvements, complete and in place, including but not limited to structural members, hardware, structural coatings and paint, structural demolition, testing, lead abatement, and appurtenances. All WORK shall be complete, in place, in accordance with the requirements of the Contract Documents, as

shown on the drawings, as specified in the Greenbook, Whitebook, Special Provisions, Supplementary Special Provisions and Technical Specifications.

**9-3.2 Partial and Final Payment.** To the "GREENBOOK", paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

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

**ADD:**

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

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

## **SECTION 600 - ACCESS**

**ADD:**

**600-1 GENERAL.** To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. If the City's crews are unable to provide the citizens with the mandated services due to your failure to comply with these specifications, you shall collect trash, recyclables, and yard waste on the City's schedule and deliver to the City's designated locations. If you fail to perform this Work, you shall incur additional costs for the City to reschedule pick up of an area.

## **EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A - GENERAL REQUIREMENTS**

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

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

## **END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

# TECHNICALS

# UNIVERSITY HEIGHTS WATER TOWER

## TABLE OF CONTENTS - TECHNICAL SPECIFICATIONS

### **DIVISION 01 – GENERAL REQUIREMENTS**

01080 Work Sequence

### **DIVISION 02 – SITE WORK**

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### **DIVISION 09 – FINISHES**

09900 Protective Coating

**SECTION 01080  
WORK SEQUENCE**

**PART 1 - GENERAL**

**1.1 CONTINUITY OF PLANT OPERATIONS**

**GENERAL:** The existing facilities are adjacent to operating water facilities and public housing. Water operations shall not be disrupted. Access to residences shall be maintained with minimal disruption to normal walking paths or detours. The Contractor shall coordinate the work to avoid any interference with normal operation of the adjacent water facilities, equipment and processes. Operations personnel shall be allowed access to the existing facilities at all times. Office personnel adjacent to the project work area shall also be provided access at all times and shall be kept notified of activities as stipulated in 7-16 COMMUNITY OUTREACH within the SUPPLEMENTARY SPECIAL PROVISIONS (SSP).

**A. LEAD RELATED CONSTRUCTION:**

1. The Contractor shall follow and comply with City of San Diego's Lead Related Construction specification (Appendix I) for the University Heights Water Tower, and the sequencing therein.

**B. SUBMITTAL:** The Contractor shall submit a detailed plan for the execution of work and time schedule. The plan shall include step-by-step sequence and procedure for dismantling required elements of the tower, while adjacent members of the tower, and complying with all lead paint abatement requirements, and the order for performing the foundation modifications.

**1.2 COMPLETION TIMES:**

- A.** Complete the Work within the specified Contract Time in accordance with the contract conditions.

**1.3 LIMITATIONS OF CONSTRUCTION**

**A. GENERAL:** To permit continuous operation of the plant, the construction schedule shall provide for the following specific conditions:

1. Maintain operation of antenna and function of the communication equipment attached to the water tank.
2. Maintain facility electrical power.

**B. CONSTRUCTION SCHEDULE:**

1. **CONSTRUCTION SCHEDULE:** The Contractor shall propose its own construction schedule and the order in which activities are to be performed for review and concurrence of the Resident Engineer, Construction Manager and abatement Project Monitor and as part of the construction schedule. The proposed construction schedule and sequence of activities shall ensure the frequency and duration follow the constraints specified in these Contract

Documents. The Contractor shall provide a graphically represented construction schedule indicating the various activities and the dates for commencing and finishing each work item. The schedule shall show the time allowed for testing and other procedures that must be completed prior to the work being placed in operation.

2. SCHEDULE REVISIONS: Revisions to the accepted construction schedule may be made only with the written approval of the Contractor and the Construction Manager. A change affecting the contract value of any activity, the completion time, and sequence may only be made in accordance with the applicable provisions of this section.

#### 1.4 WORK SEQUENCE AND CONSTRAINTS

- A. GENERAL: The work sequences described below are intended to minimize risk associated with performing the work. The Contractor is to assure that City Operations staff have access to the adjacent water facilities and the disruption to normal paths of access of on-site residents minimal and that a means of access is provided at all times. The construction techniques or sequences herein are presented to illustrate the principles involved, but other techniques and sequences could potentially be used. Disruptions may be required that are not itemized herein. The construction sequence outlined herein is not all inclusive and does not cover all work required by the contract documents. The Contractor is responsible for the coordination of all required work involving all trades. No extra payment will be approved for any disruptions not described herein, nor will extra payment be approved should the construction techniques or sequences described herein prove infeasible or more costly than alternative approaches. The use of any construction techniques or schedules described herein shall not relieve the Contractor of responsibility for detailed planning, coordination, scheduling, liabilities, and other responsibilities described in this Section.
- B. COORDINATION: The Contractor shall be aware of other concurrent and ongoing projects in the vicinity of its work that may require coordination. Contractor shall make provisions in its construction schedule to accommodate these other projects and coordinate as needed to accomplish work.
- C. WORK SEQUENCE – University Heights Water: The following is one work sequence alternative to perform the modifications required.
  1. Remove fence and gates as necessary to facilitate construction.
  2. Support existing balcony of the adjacent building and wooden ramp and remove wooden posts as required to construct new footing.
  3. Construct concrete enlargement for each column supporting the water tower per construction sequence shown on the contract drawings.
  4. After concrete is cured install new balcony posts. Replace wood ramp including ramp post and railing.
  5. Remove and replace anchor bolts washers one column at a time.

6. Remove and replace existing tie-rods two opposite bays at a time (between two columns). Follow construction sequencing shown on the contract drawings. Localized lead abatement shall be carried out simultaneously.
7. Continue the same order of construction in each bay around the tower until all the tie-rods related modification are complete.
8. Remove existing lead base paint from bottom 8'-0" of each column and apply new protective coating.
9. Reinstall fence and gates.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**\*\*END OF SECTION\*\***

**SECTION 02050  
DEMOLITION AND SALVAGE**

**PART 1 - GENERAL**

1.1 DESCRIPTION

- A. This Section includes general procedures for the demolition and disposal of material associated with the work.
- B. Contractor shall provide measures that allow for the dismantling and removal of existing material from the project site. The Contractor is cautioned that significant amount of the material to be removed will need to be treated, and transported as hazardous waste as stipulated in the City of San Diego's Lead Related Construction Specification (Appendix I) for the University Heights Water Tower. Transportation of such materials shall comply with all applicable federal, state, and local regulations.
- C. DEFINITIONS:
  - 1. EXISTING CONDITIONS: Contractor shall visit the site and inspect the nature and condition of all facilities to be demolished, partially demolished, modified, or altered in any way prior to submittal of its Bid. No increase in cost or extension of Contract time will be considered for failure to know the conditions of the site and structures.
  - 2. DEMOLITION AND DISPOSAL: All materials removed under demolition work, including dismantled structural members, concrete footing, miscellaneous and structural metals, and other construction debris shall become the property of the Contractor and be removed from the site as trash. Trash and debris shall be disposed legally, off site, by the Contractor. Upon removal from site, Contractor shall have the rights of salvage of materials.
  - 3. ABANDON IN PLACE: Items to be abandoned shall remain in place and be abandoned in accordance with procedures as shown and specified in the Contract Documents. Abandonment shall be limited to the items shown on the Contract Drawings and those required by the Construction Manager. All abandonment methods shall be discussed and approved by the Construction Manager.
  - 4. SALVAGE: Any equipment and/or appurtenances to be salvaged will be identified by the Construction Manager and delivered to Owner undamaged.

1.2 QUALITY ASSURANCE

- A. PROTECTION OF EXISTING FACILITIES: The Contractor shall diligently protect existing structures and property of the Owner while proceeding with Work of this section and the entire Contract. All damage shall be repaired at once to the satisfaction of the Owner. All such repairs shall be at the expense of the Contractor and no claims for additional payment will be accepted.

### 1.3 SUBMITTALS

- A. Submittals shall be provided in accordance with applicable subsections of the Greenbook and the City Supplement to the Greenbook (hereinafter Whitebook), and shall include the following information:
  - 1. Submit copy of permits required by regulatory agencies for demolition Work and handling of hazardous materials.

### 1.4 PROJECT CONDITIONS

- A. Owner assumes no responsibility for actual condition of structures to be demolished.

### 1.5 DEMOLITION OF EXISTING FACILITIES

- A. Comply with environmental regulations for removal and disposal of hazardous material components.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 – EXECUTION**

### 3.1 GENERAL REQUIREMENTS

- A. All demolition, salvage, and renovation Work shall be conducted in a manner which will protect the environment, promote public health and safety, and preclude nuisance conditions.
- B. Erect and maintain security devices as necessary, including fencing and gates, for protection of the public and Owner. Do not close or obstruct roadways, sidewalks, or hydrants without applicable permits.
- C. Protect existing improvements and facilities not to be demolished, including but not limited to adjacent structures; walls; fences; sidewalks and roadways not designated to be demolished; utilities not designated to be abandoned, removed, or salvaged; and any other items not designated to be abandoned, removed, or salvaged.
- D. Remove materials from site as Work progresses. Do not allow materials to accumulate on-site.
- E. Accurately record actual locations of capped utilities for record documents.

### 3.2 INSPECTION

- A. The Contractor shall inspect existing structures prior to beginning abandonment procedures.

### 3.3 REPAIR AND RESTORATION

- A. GENERAL: The Contractor shall alter or rework existing structures as shown and specified. Generally, when structural items are removed, the areas and surfaces from which these items were removed shall be left with a neat appearance and finish compatible with surrounding areas, colors, and surfaces. The Contractor shall do all painting, sanding, and other Work as necessary to comply with the above requirements. Prior to structural modifications, all surfaces shall be subject to inspection by the Construction Manager. Colors shall match existing colors as closely as possible. For replacement, repair or restoration of work removed, comply with the specifications for the type of Work to be done.

### 3.4 DEMOLITION OF EXISTING STRUCTURES

- A. Structures that are in the way of new construction shall be removed completely, regardless of whether they are above or below existing or proposed ground or grade.
- B. This Work may be done in any manner selected by the Contractor, and reviewed by the Construction Manager, that does not endanger adjacent structures and property. The use of explosives will not be permitted for any purposes.
- C. Structural steel members shall be cut into sections of such weight and size as will permit convenient handling, hauling, and storage. Concrete to be demolished and removed shall be broken into pieces not greater than 24-inches in any dimension by methods reviewed by the Construction Manager.

### 3.5 SALVAGE

- A. When the Contractor is required to remove existing items from the site it will be the property of the Contractor, unless stipulated otherwise based on the discretion of the Engineer to be considered salvage. All materials identified as salvage are considered property of the City.
- B. The Contractor shall store all materials identified as salvage in a safe location, out of traffic or otherwise disrupting the work, or shall deliver salvage to the City's Field Operations Yard as directed by the Construction Manager.
- C. The Contractor shall legally dispose of all other materials in an appropriate manner. Disposal is the responsibility of the Contractor. Obtain concurrence from the agency having disposal jurisdiction with respect to disposal sites and transportation methods.

**\*\* END OF SECTION \*\***

**SECTION 03300**  
**CAST-IN-PLACE CONCRETE**

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 SUBMITTALS

- A. Submittals shall be provided in accordance with applicable subsections of the Greenbook and the Whitebook, and shall include the following information:
  - 1. PRODUCT DATA: For each type of product indicated.
  - 2. DESIGN MIXTURES: For each concrete mixture.
  - 3. STEEL REINFORCEMENT SHOP DRAWINGS: Placing drawings that detail fabrication, bending, and placement.
  - 4. WELDING CERTIFICATES.
  - 5. MATERIAL CERTIFICATES.
  - 6. MATERIAL TEST REPORTS.
  - 7. FLOOR SURFACE FLATNESS AND LEVELNESS MEASUREMENT.

1.3 QUALITY ASSURANCE

- A. MANUFACTURER QUALIFICATIONS:
  - 1. A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94 requirements for production facilities and equipment.
  - 2. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. TESTING AGENCY QUALIFICATIONS: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
- C. ACI PUBLICATIONS: Comply with the following unless modified by requirements in the Contract.
  - 1. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5.

2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- D. CONCRETE TESTING SERVICE: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

## **PART 2 - PRODUCTS**

### **2.1 FORM-FACING MATERIALS**

- A. SMOOTH-FORMED FINISHED CONCRETE: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. ROUGH-FORMED FINISHED CONCRETE: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

### **2.2 STEEL REINFORCEMENT**

- A. REINFORCING BARS: ASTM A 615, Grade 60, deformed. Reinforcing steel shall not be welded.
- B. BAR SUPPORTS: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

### **2.3 CONCRETE MATERIALS**

- A. CEMENTITIOUS MATERIAL: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
  1. PORTLAND CEMENT: ASTM C 150, Type II/V, gray. Supplement with the following:
    - a. FLY ASH: ASTM C 618, Class F.
    - b. GROUND GRANULATED BLAST-FURNACE SLAG: ASTM C 989, Grade 100 or 120.
- B. NORMAL-WEIGHT AGGREGATES: ASTM C 33, graded.
  1. MAXIMUM COARSE-AGGREGATE SIZE: 1 inch. Free of materials with deleterious reactivity to alkali in cement.
  2. FINE AGGREGATE: Free of materials with deleterious reactivity to alkali in cement.

C. WATER: ASTM C 94 and potable.

## 2.4 ADMIXTURES

A. AIR-ENTRAINING ADMIXTURE: ASTM C 260.

B. CHEMICAL ADMIXTURES: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. WATER-REDUCING ADMIXTURE: ASTM C 494, Type A.

2. RETARDING ADMIXTURE: ASTM C 494, Type B.

3. WATER-REDUCING AND RETARDING ADMIXTURE: ASTM C 494, Type D.

4. HIGH-RANGE, WATER-REDUCING ADMIXTURE: ASTM C 494, Type F.

5. HIGH-RANGE, WATER-REDUCING AND RETARDING ADMIXTURE: ASTM C 494, Type G.

6. PLASTICIZING AND RETARDING ADMIXTURE: ASTM C 1017, Type II.

## 2.5 VAPOR RETARDERS (NOT USED)

## 2.6 CURING MATERIALS

A. EVAPORATION RETARDER: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. ABSORPTIVE COVER: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

C. MOISTURE-RETAINING COVER: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. WATER: Potable.

E. CLEAR, WATERBORNE, MEMBRANE-FORMING CURING COMPOUND: ASTM C 309, Type 1, Class B, dissipating.

## 2.7 RELATED MATERIALS

A. EXPANSION- AND ISOLATION-JOINT-FILLER STRIPS: ASTM D 1751, asphalt-saturated cellulosic fiber.

## 2.8 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. CEMENTITIOUS MATERIALS: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 15 percent.
- C. ADMIXTURES: Use admixtures according to manufacturer's written instructions.
  - 1. Use plasticizing admixture in concrete, as required, for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  - 3. Use water-reducing admixture in all concrete.
- D. Proportion normal-weight concrete mixture as follows:
  - 1. MINIMUM COMPRESSIVE STRENGTH: 3250 psi at 28 days.
  - 2. MAXIMUM WATER-CEMENTITIOUS MATERIALS RATIO: 0.45.
  - 3. SLUMP LIMIT: 4 inches before adding water-reducing admixture or plasticizing admixture, plus or minus 1 inch.

## 2.9 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.10 CONCRETE MIXING

- A. READY-MIXED CONCRETE:
  - 1. Measure, batch, mix, and deliver concrete according to ASTM C 94 and furnish batch ticket information.
  - 2. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

### 3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

### 3.3 VAPOR RETARDERS (NOT USED)

### 3.4 STEEL REINFORCEMENT

- A. GENERAL:
  - 1. Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
  - 2. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

### 3.5 JOINTS

- A. GENERAL: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. CONSTRUCTION JOINTS: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved.

### 3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
- C. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- D. COLD-WEATHER PLACEMENT: Comply with ACI 306.1.
- E. HOT-WEATHER PLACEMENT: Comply with ACI 301.

### 3.7 FINISHING FORMED SURFACES

#### A. ROUGH-FORMED FINISH:

1. As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove all fins and other projections.
2. Apply to concrete surfaces not exposed to view.

#### B. SMOOTH-FORMED FINISH:

1. As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove all fins and other projections that exceed specified limits on formed-surface irregularities.
2. Apply to concrete surfaces exposed to view.

#### C. RUBBED FINISH (NOT USED)

- #### D. RELATED UNFORMED SURFACES:
- At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

### 3.8 CONCRETE PROTECTING AND CURING

- #### A. GENERAL:
- Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

- #### B. EVAPORATION RETARDER:
- Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

#### C. CURE CONCRETE:

1. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - a. **MOISTURE CURING:** Keep surfaces continuously moist for not less than seven days.

- b. **MOISTURE-RETAINING-COVER CURING:** Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
- c. **CURING COMPOUND:** Apply curing compound with fugitive dye uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Apply two coats minimum. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.9 **REMOVAL:** After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.

### 3.10 CONCRETE SURFACE REPAIRS

- A. **DEFECTIVE CONCRETE:** Repair and patch defective areas as approved. Remove and replace concrete that cannot be repaired and patched to Owner's satisfaction.

### 3.11 FIELD QUALITY CONTROL

- A. **TESTING AND INSPECTING:** Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

**\*\* END OF SECTION \*\***

**SECTION 05120  
STRUCTURAL STEEL**

**PART 1 - GENERAL**

1.1 DESCRIPTION OF WORK

- A. This Section describes the requirements for furnishing and installing structural steel.
- B. Materials and fabrication procedures are subject to inspection and tests in mill, shop, and components field, conducted by a qualified inspection agency. Promptly remove and replace materials which do not comply.
- C. DESIGN OF MEMBERS AND CONNECTIONS: Details are typical; similar details apply to similar conditions, unless otherwise indicated. Verify dimensions at site.

1.2 RELATED SECTIONS

- A. The WORK of the following Sections applies to the WORK of this Section. Other Sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this WORK.
  - 1. Section 05500 Miscellaneous Metal Work
  - 2. Section 09900 Coating Systems

1.3 SUBMITTALS

- A. Submittals shall be provided in accordance with Section 2-5 and applicable subsections of the Greenbook and the Whitebook, and shall include the following information:
  - 1. SHOP DRAWINGS:
    - a. Furnish shop drawings prepared under the supervision of a registered professional engineer, including complete details and schedules for fabrication and assembly of structural steel members, procedures and diagrams.
    - b. Include details of cuts, connections, camber, holes, and other pertinent data. Indicate welds by standard AWS symbols, and show size, length, and type of each weld.
    - c. Furnish setting diagrams, templates, and directions for installation of anchor bolts and other anchorages to be installed as work of other Sections.
    - d. Prepare erection drawings with sequencing in compliance with all current OSHA requirements.
  - 2. TEST REPORTS: Furnish copies of test reports conducted on welded connections. Include data on types of tests conducted and test results.

#### 1.4 QUALITY ASSURANCE

- A. WELDING QUALIFICATIONS: Prior to commencing welding, welding procedures, welding operations, all welders shall be qualified in accordance with AWS D1.1.
- B. CODES: All work shall be executed in accordance with Chapter 22 of the "California Building Code, current edition (CBC)".

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to site at intervals to ensure uninterrupted progress of the work.
- B. Deliver rebar and anchorage devices, which are to be embedded in cast-in- place concrete.
- C. Store materials to permit easy access for inspection and identification.
- D. Keep structural steel members off ground, using pallets, platforms, or other supports.
- E. Protect steel members and packaged materials from erosion and deterioration.
- F. Do not store materials on structure in a manner to cause distortion or damage to members or supporting structures.

### **PART 2 - PRODUCTS**

#### 2.1 MATERIALS:

- A. GENERAL: For fabrication of work which will be exposed to view, comply with AISC AESS (Architecturally Exposed Structural Steel) Category 2 and use only materials which are smooth and free of surface blemishes including pitting, rust and scale, seam marks, roller marks, rolled trade names, and roughness. Remove blemishes by grinding or by welding and grinding, prior to cleaning, treating, and application of surface finishes.
- B. STRUCTURAL STEEL SHAPES: ASTM A992.
- C. STRUCTURAL STEEL PLATES, BARS AND ANGLES: ASTM A36, ASTM A572 if noted on plans or AISI Type 316 stainless steel if noted on plans.
- D. HIGH STRENGTH THREADED FASTENERS: Heavy hexagonal structural bolts, heavy hexagon nuts, and hardened washers. Provide quenched and tempered medium-carbon steel bolts, nuts, and washers, complying with ASTM A325.
- E. WELDING ELECTRODES: Comply with AWS Code. AWS Code E70XX min.
- F. NONMETALLIC NON-SHRINK GROUT: Premixed, nonmetallic, noncorrosive, nonstaining product containing selected silica sands, Portland cement, shrinkage compensating agents, plasticizing and water-reducing agents; Euclid Chemical Co. "Euco N.S.", L&M Construction chemicals, Inc. "Crystex", Master Builders "Masterflow 713" or approved equal.

## 2.2 FABRICATION

### A. SHOP FABRICATION AND ASSEMBLY:

1. Fabricate and assembly structural assemblies in shop where possible.
2. Fabricate items in accordance with AISC Specifications and as indicated on approved shop drawings.
3. Mark and match-mark materials for field assembly.
4. Fabricate for delivery sequence, which will expedite erection and minimize field handling.
5. Where shop priming is required, complete assembly, including welding, before start of finishing operations. Provide finish surfaces of members exposed-to-view which are free of markings, butts and other defects.

### B. CONNECTIONS:

1. Weld connections as indicated.

### C. WELDED CONSTRUCTION: Comply with AWS Code for procedures, appearance, and quality of welds and methods. Assemble and weld built-up sections by methods which will produce true alignment of axes without warp.

## 2.3 SHOP PAINTING:

### A. GENERAL:

1. Shop paint structural steel, except members to be embedded in concrete or mortar. Paint embedded steel which is partially exposed on exposed portions and initial 2-inches of embedded areas only.
2. Do not paint surfaces which are to be field welded or high-strength bolted with friction-type connections.
3. Apply 2 coats of paint to surfaces inaccessible after assembly or erection. Each coat shall be a different color.

### B. SURFACE PREPARATION: After inspection and after shipping, clean steel to be painted. Remove loose rust, loose mill scale, and spatter, slag or flux deposits. Clean steel to be field-painted in accordance with SSPC SP-6. Clean steel concealed in finish work in accordance with SP-3.

### C. PAINTING: Immediately after surface preparation, apply primer at dry film thickness of not less than 1.5 mils, in accordance with manufacturer's instructions. Use painting methods which result in full coverage of joints, corners edges and exposed surfaces.

## **PART 3 - EXECUTION**

### **3.1 ERECTION:**

- A. **SURVEYS:** Check elevations of existing beams and columns before fabrication and erection of new tie-rods proceeds. Do not proceed with erection until corrections have been made.
- B. **TEMPORARY SHORING AND BRACING:** Provide temporary shoring and bracing members with connections of sufficient strength to bear imposed loads. Remove temporary members and connections when permanent members are in place and final connections are made.
- C. **SETTING CONCRETE BASES:**
  - 1. Clean concrete surfaces of bond-reducing materials and roughen to improve surface bond.
  - 2. Clean bottom surfaces of base and bearing plates.
  - 3. Provide wedges or shims as necessary.
  - 4. Tighten anchor bolts after supported members have been positioned. Do not remove wedges or shims; cut off flush with edge of base or bearing plate prior to packing with grout.
  - 5. Pack grout solidly between bearing surfaces and bases or plates filling voids. Finish exposed surfaces, protect installed materials, and allow to dry.
- D. **FIELD ASSEMBLY:**
  - 1. Set structural members to lines and elevations indicated. Align and adjust members before permanently fastening.
  - 2. Clean bearing surfaces and other surfaces which will be in permanent contact before assembly.
  - 3. Adjust for discrepancies in elevations and alignment.
  - 4. Level and plumb individual members within specified AISC tolerances. Establish measurements on mean operating temperature of structure. Make allowances for differences between temperature at time of erection and mean temperature of structure when completed.
  - 5. Comply with AISC Specifications for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.

6. Do not enlarge unfair holes in members by burning or by use of drift pins. Ream holes requiring enlargement to admit bolts.

E. TOUCH-UP PAINTING:

1. Clean field welds, bolted connections, and abraded areas of shop paint.
2. Apply paint by brush or spray to exposed areas using same material and thickness as used for shop painting.
3. Apply by brush or spray, minimum dry film thickness of 1.5 mils.

3.2 FIELD QUALITY CONTROL:

A. The Owner's Testing Laboratory will:

1. Review certificates of compliance.
2. Inspect high strength bolted connections as required by the CBC, 2016 edition, Section 2228 and Section 1701.5.6.
3. Visually inspect all welding while operators are making welds and after work is completed as required by CBC, 2016 edition, Section 2228 and Section 1701.5.5.
4. Non-destructive test all complete penetration groove welds larger than 3/8 inches by ultrasonic or radiographic methods for conformance with the weld quality and standard of acceptance of AWS D1.1 for welds subject to tensile stress.

**\*\* END OF SECTION \*\***

**SECTION 05500  
MISCELLANEOUS METALWORK**

**PART 1 - GENERAL**

**1.1 WORK OF THIS SECTION**

A. The WORK of this Section includes providing miscellaneous metalwork and appurtenances including the following:

1. Post Installed Adhesive Anchors/Rebars

**1.2 RELATED SECTIONS**

A. The WORK of the following Sections applies to the WORK of this Section. Other Sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this WORK.

1. Section 05120 Structural Steel
2. Section 09900 Coating Systems

**1.3 STANDARD SPECIFICATIONS**

A. Except as otherwise indicated in this Section of the Specifications, comply with the Standard Specifications for Public Works Construction (SSPWC).

**1.4 SPECIFICATIONS AND STANDARDS**

A. The current editions of the following apply to the WORK of this Section:

1. Commercial Standards:

Reference	Title
AISC MO11	Manual of Steel Constructions
ASTM A36	Specification for Structural Steel (Angles, channels, etc.)

Reference	Title
ASTM A283	Specification for Low and Intermediate Tensile Strength Carbon Steel Plates, Shapes and Bars
ASTM A489	Carbon Steel Eyebolts
ASTM A 569	Specification for Steel, Carbon, (0.15 Maximum Percent) Hot Rolled, Sheet and Strip, Commercial Quality
ASTM A572	Specification for Structural Steel (Grade 50)
ASTM A 575	Specification for Steel Bars, Carbon, Merchant Quality, M-Grades
ASTM A992	Structural Steel Shapes
ANSI/AWS	Structural Welding Code
NFPA 101	Life Safety Code

## 1.5 SUBMITTALS AND SHOP DRAWINGS

- A. Submittals shall be provided in accordance with Section 2-5 and applicable subsections of the Greenbook and the Whitebook, and shall include the following information:
1. Shop drawings of miscellaneous metalwork including seat angles, supports and guides.
  2. Shop drawings showing proposed use of post installed adhesive anchors with proposed products.
  3. Welding procedures and welder qualifications.

## **PART 2 - PRODUCTS**

### **2.1 MISCELLANEOUS METALWORK**

- A. **MATERIALS:** Products fabricated of structural steel shapes shall comply with the requirements of ASTM A572, or A9920, and structural steel angles, channels, plates, and bars shall comply with the requirements of ASTM A 36.
- B. **CORROSION PROTECTION:** Miscellaneous metalwork of fabricated steel shall be primed and top coated after fabrication.
- C. **WELDING:**
  - 1. Welding shall be by the metal-arc method or gas-shielded arc method as described in the American Welding Society's "Welding Handbook" and supplemented by other standards of the AWS. Qualification of welders shall be in accordance with the AWS Standards.
  - 2. In assembly and during welding, the component parts shall be adequately clamped, supported and restrained to minimize distortion and for control of dimensions. Weld reinforcement shall comply with the AWS Code. Upon completion of welding, weld splatter, flux, slag, and burrs left by attachments shall be removed. Welds shall be repaired to produce a workmanlike appearance, with uniform weld contours and dimensions. Sharp corners of material which is to be painted or coated shall be ground to a minimum of 1/32-inch on the flat.
- D. **ADHESIVE ANCHORS/REBARS:**
  - 1. Unless otherwise indicated, drilled concrete rebar dowels shall be drilled and epoxy grouted dowels. Substitutions will not be considered.
  - 2. Glass capsule, polyester resin adhesive anchors shall not be permitted.

### **2.2 MANUFACTURERS**

- A. Products of the type or model (if any) indicated shall be manufactured by one of the following (or equal):
  - 1. **EPOXY ADHESIVE ANCHORS:**
    - a. Sika Sikadur Injection Gel Epoxy
    - b. MasterEmaco ADH 327 Paste Epoxy Bonding Adhesive

## **PART 3 - EXECUTION**

### **3.1 GENERAL**

- A. **FABRICATION AND ERECTION:** Fabrication and erection of miscellaneous steel fabrications shall conform to the requirements of the American Institute of Steel Construction "Manual of Steel Construction."
- B. **GENERAL:**
  - 1. Metalwork to be embedded in concrete shall be placed accurately and held in correct position while the concrete is placed or, if indicated, recesses or blockouts shall be formed in the concrete. The surfaces of metalwork in contact with or embedded in concrete shall be cleaned. Recesses may be neatly cored in the concrete after it has attained its design strength and the metalwork grouted in place.
  - 2. Holes shall be punched 1/16 inch larger than the nominal size of the bolts, unless otherwise indicated. Whenever needed, because of the thickness of the metal, holes shall be subpunched and reamed or shall be drilled.

### **3.2 INSTALLATION OF ANCHOR BOLTS/REBARS**

- A. Installation of post installed, drilled-in adhesive anchors shall comply with the following:
  - 1. Installation recommendations by the anchor system manufacturer shall be followed, including maximum hole diameter.
  - 2. Concrete temperature (not air temperature) shall be compatible with curing requirements recommended by adhesive manufacturer. Anchors shall not be placed in concrete below 25 degrees F.
  - 3. Anchor/rebar diameter and grade of steel shall comply with equipment supplier specifications. Anchor/rebar shall be threaded or deformed full length of embedment and shall be free of rust, scale, grease, and oils.
  - 4. Holes shall have rough surfaces, such as can be achieved using a rotary percussion drill.
  - 5. Holes shall be blown clean with compressed air and be free of dust or standing water prior to installation.
  - 6. Anchor/rebar shall be left undisturbed and unloaded for full adhesive curing period.

**\*\* END OF SECTION \*\***

**SECTION 09900  
PROTECTIVE COATING**

**PART 1 -- GENERAL**

**1.1 DESCRIPTION**

- A. This Section includes materials and procedures for providing protective coatings, complete and in place, in accordance with the Contract Documents.
- B. Definitions:
  - 1. The term "paint," "coatings," or "finishes" as used herein, shall include surface treatments, emulsions, enamels, paints, epoxy resins, and all other protective coatings, excepting galvanizing or anodizing, whether used as a pretreatment, primer, intermediate coat, or finish coat.
  - 2. The term "DFT" means minimum dry film thickness.
- C. The following surfaces shall not be protective coated unless specifically indicated in other Sections or on the Drawings.
  - 1. Stainless steel.
- D. The coating system schedules summarize the surfaces to be coated, the required surface preparation, and the coating systems to be applied. Coating notes on the Drawings are used to show exceptions to the schedules, to show or extend the limits of coating systems, or to clarify or show details for application of the coating systems.

**1.2 REFERENCE SPECIFICATIONS, CODES AND STANDARDS**

- A. Except as otherwise indicated, the current editions of the following apply to the Work of this Section:
  - 1. References herein to "SSPC Specifications" or "SSPC" shall mean the published standards of SSPC, the Society for Protective Coatings.
  - 2. References herein to "NACE" shall mean the published standards of the National Association of Corrosion Engineers.
  - 3. Federal Specifications:
    - a. OSHA 1910.144 Safety Color Code for Marking Physical Hazards
  - 4. ASTM Standards:
    - a. C-309 Liquid Membrane-Forming Compounds for Curing Concrete
- B. The Work of this Section shall comply with the current edition of the Uniform Building Code as adopted by the City of San Diego.

- C. Inspection records of shop or field-applied coatings and linings for buried or submerged items shall be submitted within 15 days after the work has been accepted.

### 1.3 CONTRACTOR SUBMITTALS

- A. General: Submittals shall be furnished in accordance with applicable subsections of the Greenbook and the Whitebook.
- B. Submittals shall include the following information and be submitted at least 30 days before protective coating work:
  - 1. Coating Materials List: Eight copies of a coating materials list showing the Manufacturer and the coating number, keyed to the coating systems herein. The list shall be submitted before or at the time of submittal of samples.
  - 2. Paint Manufacturer's Information: For each coating system to be used, the following data:
    - a. Paint manufacturer's data sheet for each product proposed, including statements on the suitability of the material for the intended use.
    - b. Technical and performance information that demonstrates compliance with the system performance and material requirements.
    - c. Paint manufacturer's instructions and recommendations on surface preparation and application.
    - d. Proposed application techniques including proof of the acceptability of the proposed technique for each coating.
    - e. Colors available for each product (where applicable).
    - f. Compatibility of shop and field applied coatings (where applicable).
    - g. Material Safety Data Sheet for each product used.

### 1.4 SPECIAL CORRECTION OF DEFECTS REQUIREMENTS

- A. Warranty Inspection: A warranty inspection may be conducted during the eleventh month following completion of all coating and painting work. The CONTRACTOR and a representative of the coating material manufacturer shall attend this inspection. All defective work shall be repaired in accordance with these Specifications and to the satisfaction of the OWNER. The OWNER may, by written notice to the CONTRACTOR, reschedule the warranty inspection to another date within the 2-year correction period, or may cancel the warranty inspection altogether. If a warranty inspection is not held, the CONTRACTOR is not relieved of its responsibilities under the Contract Documents.

### 1.5 SERVICES OF MANUFACTURER

- A. For severe service coating systems, the CONTRACTOR shall require the paint manufacturer to furnish the following services:
  - 1. The manufacturer's representative shall furnish at least 6 hours of on-site instruction in the proper surface preparation, use, mixing, application and curing of the coating systems.

2. The manufacturer's representative shall personally observe the start of surface preparation, mixing, and application of the coating materials.
3. The manufacturer's representative shall provide technical support in the field to resolve field problems associated with manufacturer's products furnished under this Contract or the application thereof.

## 1.6 SAFETY AND HEALTH REGULATIONS

- A. General: In accordance with the requirements of OSHA Safety and Health Standards for Construction (29CFR1926) and the applicable requirements of regulatory agencies having jurisdiction, as well as manufacturer's printed instructions and appropriate technical bulletins and manuals, the CONTRACTOR shall provide and require use of personnel protective lifesaving equipment for persons working in or about the project site.
- B. Head and Face Protection and Respiratory Devices: Equipment shall include protective helmets which shall be worn by all persons while in the vicinity of the Work. Barrier creams shall be used on any exposed areas of skin when handling chemicals and/or contaminants. In addition, workers engaged in or near the work associated with removing lead-based paint shall comply with the City of San Diego's Lead Related Construction Specification (Appendix I) for University Heights Water Tower.
- C. Ventilation: Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof. Forced air ventilation shall be provided to reduce the concentration of air contaminant to a safe limit. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured.
- D. Sound Levels: Whenever the occupational noise exposure exceeds maximum allowable sound levels, the CONTRACTOR shall implement furnish and require the use of approved ear protective devices.
- E. Illumination: Adequate illumination shall be provided while Work is in progress, which may include explosion-proof lights, scaffolding and electrical equipment. Whenever required by the CONSTRUCTION MANAGER, the CONTRACTOR shall provide additional illumination to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the CONSTRUCTION MANAGER.
- F. Temporary Ladders and Scaffolding: All temporary ladders and scaffolding shall conform to applicable safety requirements. They shall be erected where requested by the CONSTRUCTION MANAGER to facilitate inspection and shall be moved by the CONTRACTOR to locations as requested by the CONSTRUCTION MANAGER.
- G. Lead Abatement: Comply with the City of San Diego's Lead Related Construction Specification (Appendix I) and following specification Section 01080 Work Sequence, 1.1.A.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. Suitability: Use suitable coating materials as recommended by the Manufacturer.
- B. Compatibility: In any coating system only compatible materials from a single Manufacturer shall be used in the Work. Particular attention shall be directed to compatibility of primers and finish coats. If necessary, a barrier coat shall be applied between existing shop applied prime coat and subsequent field coats to ensure compatibility.
- C. Containers: Coating materials shall be sealed in containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, and name of manufacturer, all of which shall be plainly legible at the time of use.
- D. Colors: All colors and shades of colors of all coats of paint shall be as indicated or selected by the CONSTRUCTION MANAGER. Each coat shall be of a slightly different shade, to facilitate inspection of surface coverage of each coat. Finish colors shall be as selected from the manufacturer's standard color samples by the CONSTRUCTION MANAGER.
- E. Substitute or "Or-Equal" Products:
  - 1. The CONTRACTOR shall furnish satisfactory documentation from the manufacturer of the proposed substitute or "or-equal" product that the material meets the indicated requirements and is equivalent or better in the following properties:
    - a. Quality.
    - b. Durability.
    - c. Resistance to abrasion and physical damage.
    - d. Life expectancy.
    - e. Ability to recoat in future.
    - f. Solids content by volume.
    - g. Dry film thickness per coat.
    - h. Compatibility with other coatings.
    - i. Suitability for the intended service.
    - j. Resistance to chemical attack.
    - k. Temperature limitations in service and during application.
    - l. Type and quality of recommended undercoats and topcoats.
    - m. Ease of application.
    - n. Ease of repairing damaged areas.
    - o. Stability of colors.
  - 2. Protective Coating Materials shall be standard products produced by recognized manufacturers who are regularly engaged in production of such materials for essentially identical service conditions. Where requested, provide the CONSTRUCTION MANAGER with the names of not less than 10 successful applications of the proposed manufacturer's products which comply

with these requirements.

3. The cost of all testing and analyzing proposed substitute products which may be required by the CONSTRUCTION MANAGER shall be paid by the CONTRACTOR at no additional cost to the OWNER. If a proposed substitution requires changes in the Work, bear all such costs involved and the costs of allied trades affected by the substitution at no additional cost to the OWNER.

## 2.2 INDUSTRIAL COATING SYSTEMS

- A. Material Sources: Each of the following manufacturers is capable of supplying many of the industrial coating materials indicated herein. Where manufacturers and paint numbers are listed, it is to show the type and quality of coatings that are required. Proposed substitute materials will be considered as indicated above. All industrial coating materials shall be materials that have a record of satisfactory performance in industrial plants, manufacturing facilities, and water and wastewater treatment plants.
  1. Carboline Coatings Company.
  2. International Protective Coatings.
  3. Tnemec Company.

## 2.3 COLORS AND FINISHES

- A. Surface treatments and finishes are shown under “Coating Systems” below. All substrates scheduled under “Coating Systems” shall be coated whether or not shown on the Drawings or in a Coating System Schedule, unless an item is specifically scheduled as not requiring one of the coating systems described in this Section.
- B. Color and Gloss Selection
  1. Color and gloss shall match that currently found on the water tower supporting columns. Color drawdowns shall be submitted for color approval, plus samples of painted metal parts retrieved as part of the demolition lead abatement process shall be provided to and approved by the Construction Manager, prior to any application of paint to the supporting columns and associated steel.
- C. The CONSTRUCTION MANAGER will provide final acceptance of colors based on samples applied on the job. After approval of submittals but before the CONTRACTOR starts the coating work, the CONSTRUCTION MANAGER will furnish any color schedules for surfaces to be coated in accordance with this Section. The CONSTRUCTION MANAGER reserves the right to select non-standard colors for all coating systems specified within the ability of the manufacturer to produce such non-standard colors. Selection of non-standard colors shall not be cause for CONTRACTOR rejecting the CONSTRUCTION MANAGER’s color selections and CONTRACTOR shall supply such colors at no additional expense to OWNER.
- D. Color Pigments: Color pigments shall be pure, nonfading, applicable types to suit the substrates and service indicated. Lead content shall not exceed amount permitted by federal, state and local government laws and regulations.

## 2.4 COATING SYSTEMS

### A. Exterior System

1. System No. 1 - Aliphatic Acrylic Polyurethane: Two component metallic polyurethane coating material shall provide superior color and gloss retention, resistance to UV exposure and severe weather and with a minimum solids content of 58 percent by volume. Primer shall be a surface tolerant, rust inhibitive aromatic moisture cured urethane with a minimum solids content of 50 percent by volume.
  - a. Spot Prime, Bare steel, Tnemec V530 Omnithane or equal; DFT = 2.0 to 3.0 mils
  - b. Prime coat, Tnemec V530 Omnithane or equal; DFT = 2.0 to 3.0 mils
  - c. Finish coat: Tnemec 1077 Enduralume or equal; DFT = 2.0 to 3.0 mils
  - d. Total system DFT = 6.0 to 9.0 mils.
  - e. More than one finish coat shall be applied as necessary to produce a finish with uniform color and texture.
2. System No. 2 - Acrylic Latex: For use in coating weather-exposed or enclosed concrete masonry, and wood.
  - a. Surface Preparation: Surfaces shall be dry, clean, and free of contaminants.
  - b. Prime coat – self priming
  - c. Finish coat: Two coats Tnemec Series 1026 Enduratone, or City approved equal at 3-4 mils DFT per coat.

## PART 3 -- EXECUTION

### 3.1 WORKMANSHIP

- A. Skilled craftsmen and experienced supervision shall be used on all Work.

Coating shall be done in a workmanlike manner so as to produce an even film of uniform thickness. Edges, corners, crevices, and joints shall receive special attention to insure thorough cleaning and an adequate thickness of coating material. The finished surfaces shall be free from runs, drops, ridges, waves, laps, brush marks, and variations in color, texture, and finish. The hiding shall be so complete that the addition of another coat would not increase the hiding. Special attention shall be given to ensure that edges, corners, crevices, welds, and similar areas receive a film thickness equivalent to adjacent areas, and

- B. installations shall be protected by the use of drop cloths or other precautionary measures.
- C. All damage to surfaces resulting from the Work shall be cleaned, repaired, and refinished to original condition.

### 3.2 STORAGE, MIXING, AND THINNING OF MATERIALS

- A. Manufacturer's Recommendations: Unless otherwise indicated, the coating manufacturer's printed recommendations and instructions for thinning, mixing, handling, applying, and protecting its coating materials, for preparation of surfaces for coating, and for all other

procedures relative to coating shall be strictly observed.

- B. All protective coating materials shall be used within the manufacturer's recommended shelf life.
- C. Storage and Mixing: Coating materials shall be stored under the conditions recommended by the Material Safety Data Sheets, and shall be thoroughly stirred, strained, and kept at a uniform consistency during application. Coatings of different manufacturers shall not be mixed together.

### 3.3 PREPARATION FOR COATING

- A. General: Removing of lead-based paint at all locations shall comply with the City of San Diego's Lead Related Construction Specification (Appendix A) for University Heights Water Tower.  
All surfaces to receive protective coatings shall be cleaned as indicated before application of coatings. Examine all surfaces to be coated, and correct surface defects before application of any coating material. All marred or abraded spots on shop-primed and on factory-finished surfaces shall receive touch-up restoration before any coating application. Surfaces to be coated shall be dry and free of visible dust.
- B. Protection of Surfaces Not to be Coated: Surfaces which are not to receive protective coatings shall be protected during surface preparation, cleaning, and coating operations.
- C. All surfaces not to be painted shall be removed, masked or otherwise protected. Drop cloths shall be provided to prevent coating materials from falling on or marring adjacent surfaces. The working parts of any adjacent mechanical and electrical equipment shall be protected from damage during surface preparation and coating operations. Openings in motors, including moisture weep holes, shall be masked to prevent entry of coating or other materials.
- D. Care shall be exercised not to damage adjacent work during cleaning operations. Spray painting shall be conducted under carefully controlled conditions. The CONTRACTOR shall be fully responsible for and shall promptly repair any and all damage to adjacent work or adjoining property occurring from cleaning or coating operations.
- E. Protection of Painted Surfaces: Cleaning and coating shall be coordinated so that dust and other contaminants from the cleaning process will not fall on wet, newly coated surfaces.

### 3.4 METAL SURFACE PREPARATION

- A. All work associated with removing lead-based paint shall comply with the City of San Diego's Lead Related Construction Specification (Appendix A) for University Heights Water Tower. The minimum surface preparation shall be as indicated in the coating system schedules.
- B. Where there is a conflict between Specifications and the coating manufacturer's printed recommendations for the intended service, the higher degree of cleaning shall apply.
- C. Workmanship for metal surface preparation shall be in conformance with the current SSPC Standards and this Section.

- D. All oil, grease, welding fluxes, and other surface contaminants shall be removed
- E. All sharp edges shall be rounded or chamfered and all burrs, and surface defects and weld splatter shall be ground smooth before cleaning.
- F. Comply with the applicable federal, state, and local air pollution control regulations for cleaning.

### 3.5 SHOP COATING REQUIREMENTS

- A. Unless otherwise indicated all items of ferrous material shall be shop primed with a certified compatible primer to that of the finish coat. The finish coat to be applied in the field after installation with the indicated or selected color. The methods, materials, application equipment and all other details of shop painting shall comply with this Section. If the shop primer requires top coating within a specified period of time, the equipment shall be finish coated in the shop and then touchup painted after installation.

### 3.6 APPLICATION OF COATINGS

- A. The application of protective coatings to steel substrates shall be in accordance with SSPC-PA1 - Paint Application Specification No. 1.
- B. Cleaned surfaces and all coats shall be inspected before each succeeding coat. Schedule such inspection with the CONSTRUCTION MANAGER in advance.
- C. Coatings shall be applied in accordance with the manufacturer's instructions and recommendations, and this Section, whichever has the most stringent requirements.
- D. Special attention shall be given to edges, angles, weld seams, flanges, nuts and bolts, and other places where insufficient film thicknesses are likely to be present. Use stripe painting for these areas.
- E. Finish coats, including touch-up and damage repair coats shall be applied in a manner which will present a uniform texture and color matched appearance.
- F. Coatings shall not be applied under the following conditions:
  - 1. Temperature exceeding the manufacturer's recommended maximum and minimum allowable.
  - 2. Dust or smoke laden atmosphere.
  - 3. Damp or humid weather.
  - 4. When the substrate or air temperature is less than 5 degrees F above dewpoint.
  - 5. When air temperature is expected to drop below 40 degrees F or less than 5 degrees F above the dewpoint within 8 hours after application of coating.
  - 6. When wind conditions are not calm.

- G. Dewpoint shall be determined by use of a sling psychrometer in conjunction with U.S. Department of Commerce, Weather Bureau psychrometric tables.

### 3.7 CURING OF COATINGS

- A. Maintain curing conditions in accordance with the conditions recommended by the coating material manufacturer or by this Section, whichever is the most stringent, before placing the completed coating system into service.
- B. In the case of enclosed areas, forced air ventilation, using heated air if necessary, may be required until the coatings have fully cured.

### 3.8 SHOP AND FIELD INSPECTION AND TESTING

- A. General: Furnish the CONSTRUCTION MANAGER a minimum of 3 days' advance notice of the start of any field surface preparation work or coating application work, and a minimum of 7 days' advance notice of the start of any shop surface preparation work.
- B. All inspection, testing, and operation of inspection tools for field-applied coatings and linings shall be performed only in the presence of the CONSTRUCTION MANAGER, unless the CONSTRUCTION MANAGER has granted prior approval to perform such Work in its absence.
- C. At no additional cost to the OWNER, the inspection shall be performed by a third-party inspection agency acceptable to the CONSTRUCTION MANAGER and certified in the inspection of coating and lining application procedures.
- D. Inspection by the CONSTRUCTION MANAGER, or the waiver of inspection of any particular portion of the Work, shall not relieve the CONTRACTOR of its responsibility to perform the Work in accordance with these Specifications.
- E. Inspection Devices: Furnish, until final acceptance of such coatings, inspection devices in good working condition for the detection of holidays and measurement of dry-film thicknesses of protective coatings. Dry-film thickness gauges shall be made available for the CONSTRUCTION MANAGER's use at all times while coating is being done, until final acceptance of such coatings. Furnish the services of a trained operator of the holiday detection devices until the final acceptance of such coatings. Holiday detection devices shall be operated only in the presence of the CONSTRUCTION MANAGER.
- F. Film Thickness Testing: On ferrous metals, the dry film coating thickness shall be measured in accordance with the SSPC "Paint Application Specification No. 2" using a magnetic-type dry film thickness gauge such as Mikrotest model FM, Elcometer model 111/1EZ, or equal. Each coat shall be tested for the correct thickness. No measurements shall be made until at least 8 hours after application of the coating. On nonferrous metals and other substrates, the coating thicknesses shall be measured at the time of application using a wet film gauge.

- G. Surface Preparation: Evaluation of cleaned surface preparation work will be based upon comparison of the cleaned surfaces with the standard samples available from the NACE, using NACE standards.

### 3.9 PROTECTION

- A. Protect work of other trades, whether to be painted or not, against damage by the painting and finishing Work. Leave all such work undamaged. Correct all damages by cleaning, repairing or replacing, and repainting, as acceptable to the CONSTRUCTION MANAGER.
- B. Provide “Wet Paint” signs as required to protect newly painted finishes. Remove all temporary protective wrappings provided for protection of this Contract and other contracts after completion of painting operations.

### 3.10 CLEAN-UP

- A. During the progress of Work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day.
- B. Upon completion of painting Work, clean window glass and all other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. At the completion of Work of other trades, touch up and restore all damaged or defaced painted surfaces as determined by the CONSTRUCTION MANAGER.

**\*\* END OF SECTION \*\***

**SUPPLEMENTARY SPECIAL PROVISIONS**  
**APPENDICES**

## APPENDIX A

### NORA ENVIRONMENTAL DETERMINATION AND NOTICE OF EXEMPTION



THE CITY OF SAN DIEGO

Date of Notice: 11/7/2017

# NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

PUBLIC WORKS DEPARTMENT

WBS No. S-17006

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**PROJECT NAME/NUMBER:** University Heights Water Tower Seismic Retrofit / 565108

**COMMUNITY PLAN AREA:** Greater North Park

**COUNCIL DISTRICT:** 3

**LOCATION:** 2720 Howard Avenue

**PROJECT DESCRIPTION:** The University Heights Water Tower is in need of structural upgrades to protect the water tower in the case of a wind or seismic event. The project scope includes the replacement (in-kind) of the existing, corroded tie-rod bracing. Steel pin connections will be replaced with larger diameter pins to increase stability. New gusset plates will be added to reinforce the existing, corroded gusset plates. The existing column base of the water tower will be strengthened through the addition of a new concrete base (subgrade) and replacement of the corroded washers and anchor bolts. New, additional anchor bolts will be drilled into the existing concrete and new base plates will be welded to existing base plates to fortify the water tower's foundation. The water tower support structure will be repainted to match the weathered appearance and color of the existing tower. No work is proposed on the water tank itself, the catwalk, or ladders.

The University Heights Water Tower was constructed in 1924 and is a contributing feature of the University Heights Water Storage and Pumping Station Historic District (HRB Site #1177). The elevated water storage tank is significant under National Register Criterion C in the area of Design/Construction (Engineering). The project is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and no substantial, adverse change to the resource will occur as a result of the project.

**ENTITY CONSIDERING PROJECT APPROVAL:** City of San Diego

**ENVIRONMENTAL DETERMINATION:** Categorically exempt from CEQA pursuant to CEQA State Guidelines, Sections 15301(d) (Existing Facilities) and 15331 (Historical Resource Restoration/Rehabilitation).

**ENTITY MAKING ENVIRONMENTAL DETERMINATION:** City of San Diego Public Works Department

**STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:** The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Sections 15301(d) (Existing Facilities) which allows for the operation, repair, maintenance, or minor alteration of existing public or private structures involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination including restoration or rehabilitation of deteriorated or damaged structures to meet current standards of public health and safety and 15331 (Historical Resource Restoration/Rehabilitation) which allows for projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties; and where the exceptions listed in Section 15300.2 would not apply.

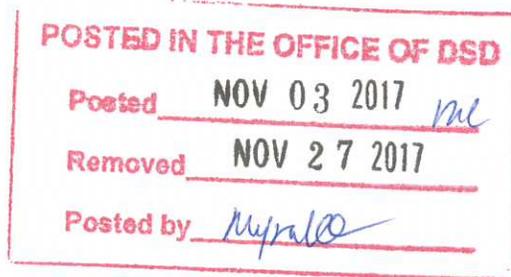
**CITY PROJECT MANAGER:** Jerry Jakubauskas  
**MAILING ADDRESS:** 525 B Street, Suite 750, San Diego, CA 92101  
**PHONE NUMBER:** (619) 533-3755

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On November 7, 2017 the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (November 22, 2017). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.



## NOTICE OF EXEMPTION

(Check one or both)

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

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

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

**Project Name:** University Heights Water Tower Seismic Retrofit

**Project No. / SCH No.:** 565108

**Project Location-Specific:** 2720 Howard Avenue

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

**Description of nature and purpose of the Project:** The University Heights Water Tower is in need of structural upgrades to protect the water tower in the case of a wind or seismic event. The project scope includes the replacement (in-kind) of the existing, corroded tie-rod bracing. Steel pin connections will be replaced with larger diameter pins to increase stability. New gusset plates will be added to reinforce the existing, corroded gusset plates. The existing column base of the water tower will be strengthened through the addition of a new concrete base (subgrade) and replacement of the corroded washers and anchor bolts. New, additional anchor bolts will be drilled into the existing concrete and new base plates will be welded to existing base plates to fortify the water tower's foundation. The water tower support structure will be repainted to match the weathered appearance and color of the existing tower. No work is proposed on the water tank itself, the catwalk, or ladders.

The University Heights Water Tower was constructed in 1924 and is a contributing feature of the University Heights Water Storage and Pumping Station Historic District (HRB Site #1177). The elevated water storage tank is significant under National Register Criterion C in the area of Design/Construction (Engineering). The project is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and no substantial, adverse change to the resource will occur as a result of the project.

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

**Name of Person or Agency Carrying Out Project:** City of San Diego Public Works Department  
Contact: Jerry Jakubauskas; Phone: (619) 533-3755  
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: 15301(d) (Existing Facilities) and 15331 (Historical Resource Restoration/Rehabilitation)

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Sections 15301(d) (Existing Facilities) which allows for the operation, repair, maintenance, or minor alteration of existing public or private structures involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination including restoration or rehabilitation of deteriorated or damaged structures to meet

Revised May 2016

current standards of public health and safety and 15331 (Historical Resource Restoration/Rehabilitation) which allows for projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Jerry Jakubauskas

Telephone: (619) 533-3755

If filed by applicant:

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

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

  
\_\_\_\_\_  
Carrie Purcell, Assistant Deputy Director

11/27/2017

Date

Check One:

Signed By Lead Agency

Signed by Applicant

Date Received for Filing with County Clerk or OPR:

**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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

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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**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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

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

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

**Note:**

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

Date

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

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

## APPENDIX C

### MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

## MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

**APPENDIX D**

**SAMPLE CITY INVOICE WITH SPEND CURVE**



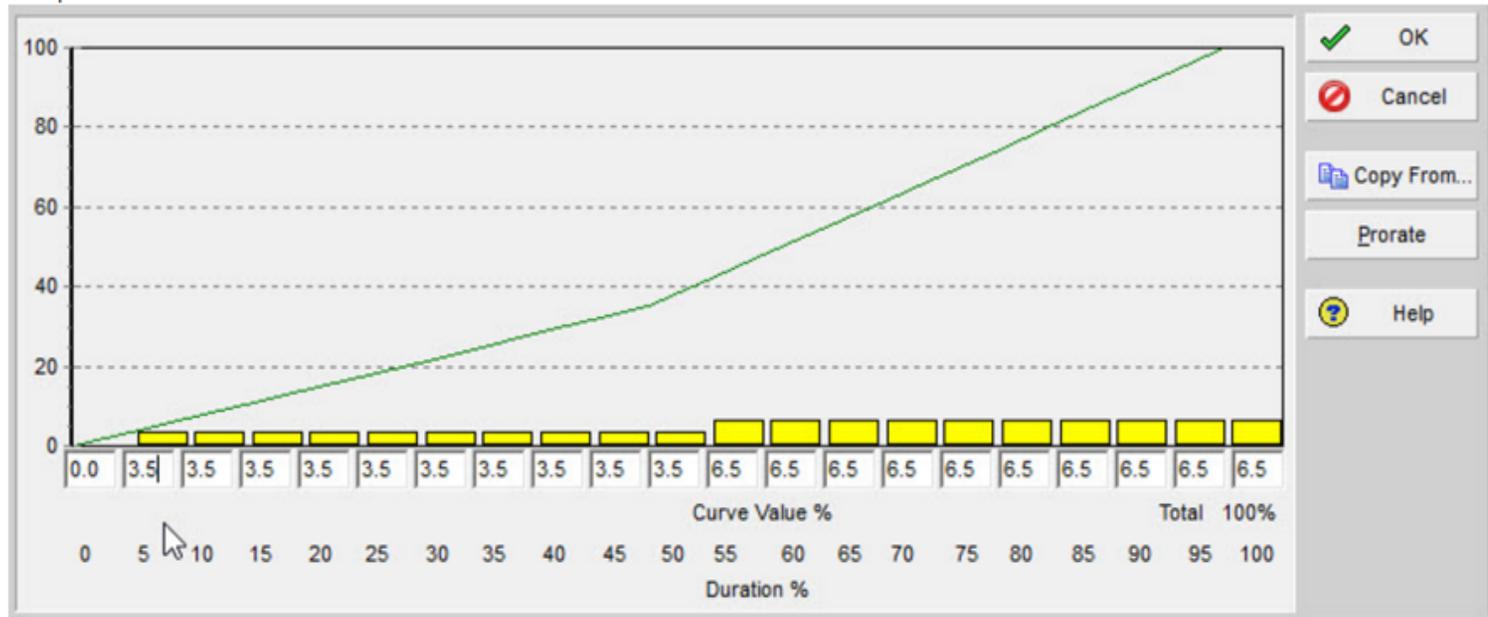
## Sample Project Spend Curve

Sample Date Entries Required

Incremental Curve Value  
Duration % Increment

0.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%

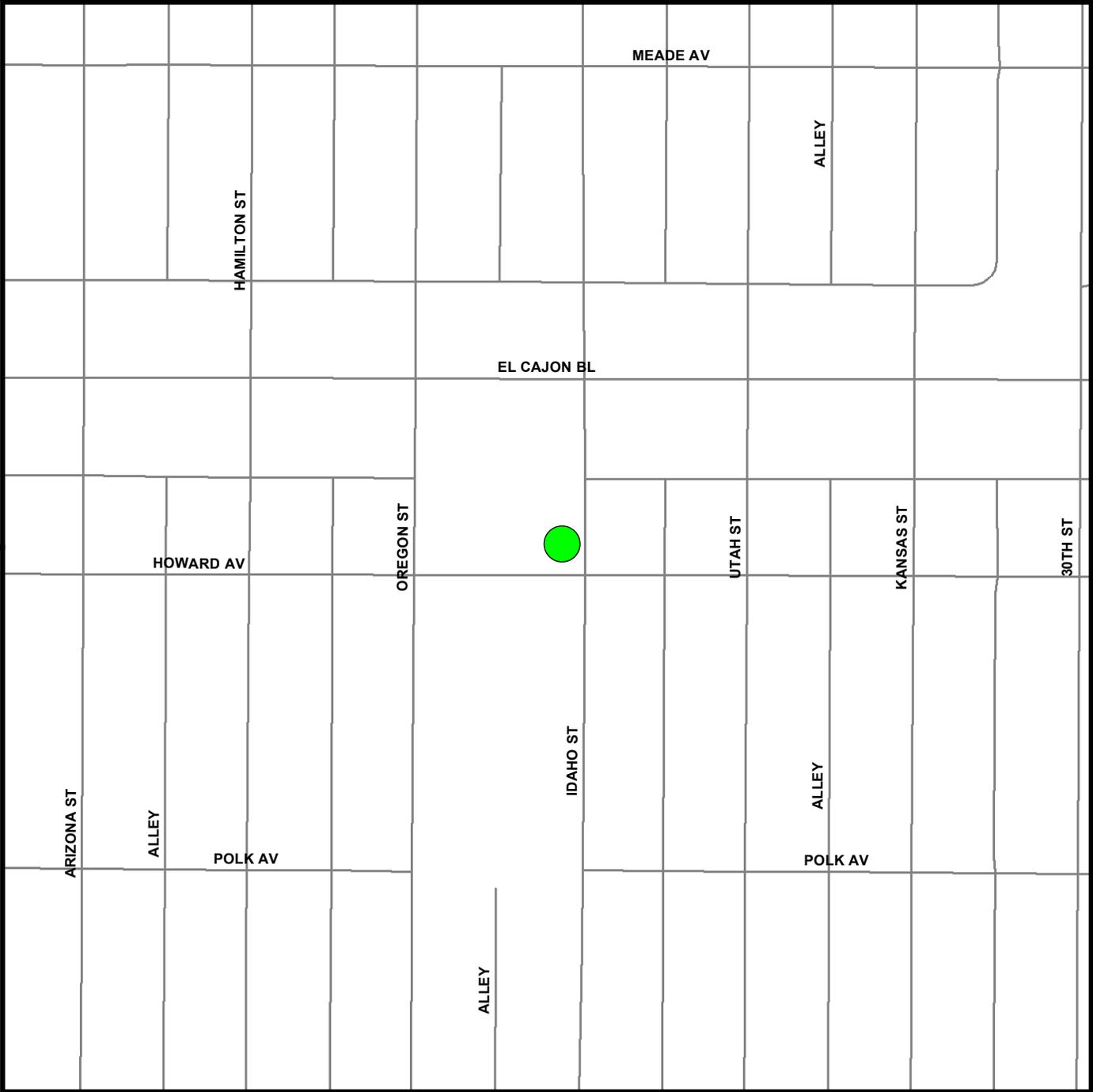
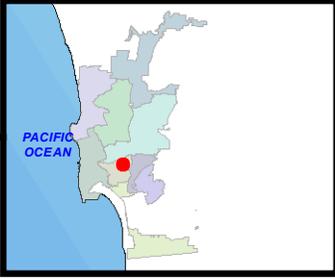
Sample Screenshot from Primavera P6



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

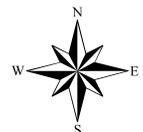
The City of  
**SAN DIEGO** Public Works  
*University Heights Water Tower*

FOR QUESTIONS ABOUT THIS PROJECT  
 Call: (619) 533-4207  
 Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



**Legend**

 University Heights Water Tower



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**APPENDIX F**  
**HAZARDOUS LABEL/FORMS**

# HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL  
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY  
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY  
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_ 24 HR. PHONE ( ) \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
EPA ID NO. \_\_\_\_\_ MANIFEST DOCUMENT NO. \_\_\_\_\_  
EPA WASTE NO. \_\_\_\_\_ CA WASTE NO. \_\_\_\_\_ ACCUMULATION START DATE \_\_\_\_\_ / /

CONTENTS, COMPOSITION \_\_\_\_\_  
PROPER DOT SHIPPING NAME \_\_\_\_\_  
TECHNICAL NAME (S) \_\_\_\_\_  
UN/NA NO. WITH PREFIX \_\_\_\_\_

PHYSICAL STATE | HAZARDOUS PROPERTIES |  FLAMMABLE |  TOXIC  
 SOLID |  LIQUID |  CORROSIVE |  REACTIVE |  OTHER \_\_\_\_\_

**HANDLE WITH CARE!**  
CONTAINS HAZARDOUS OR TOXIC WASTES

# INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## 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).*

### Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
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)?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>

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.

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<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.

# NON REPORTABLE RELEASE INCIDENT FORM

## 1. RELEASE AND RESPONSE DESCRIPTION

Incident # \_\_\_\_\_

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

## 2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

## 3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

**EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM**

<b>A</b>	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER ( ) -	
<b>B</b>	INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.
<b>C</b>	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP
<b>D</b>	CHEMICAL OR TRADE NAME (print or type)		CAS Number
<b>D</b>	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>	
<b>D</b>	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	QUANTITY RELEASED
<b>D</b>	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE	DURATION OF RELEASE — DAYS — HOURS — MINUTES
<b>E</b>	ACTIONS TAKEN		
<b>E</b>			
<b>F</b>	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)		
<b>F</b>	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____		
<b>F</b>	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____		
<b>F</b>	<input type="checkbox"/> NOTKNOWN (explain) _____		
<b>G</b>	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
<b>G</b>			
<b>H</b>	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
<b>H</b>			
<b>H</b>			
<b>H</b>			
<b>I</b>	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.		
<b>I</b>	REPORTING FACILITY REPRESENTATIVE (print or type) _____		
<b>I</b>	SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____		

## **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.

**APPENDIX G**  
**SAMPLE OF PUBLIC NOTICE**



## CONSTRUCTION NOTICE

### PROJECT TITLE

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

#### The work will consist of:

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

#### How your neighborhood may be impacted:

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

#### Hours and Days of Operation:

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

#### City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



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- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

#### Hours and Days of Operation:

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

#### City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

## **APPENDIX H**

### **ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION**

## Protecting AMI Devices in Meter Boxes and on Street Lights

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

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

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

- A. Endpoints, see Photo 1:

**Photo 1**



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

**Photo 2**



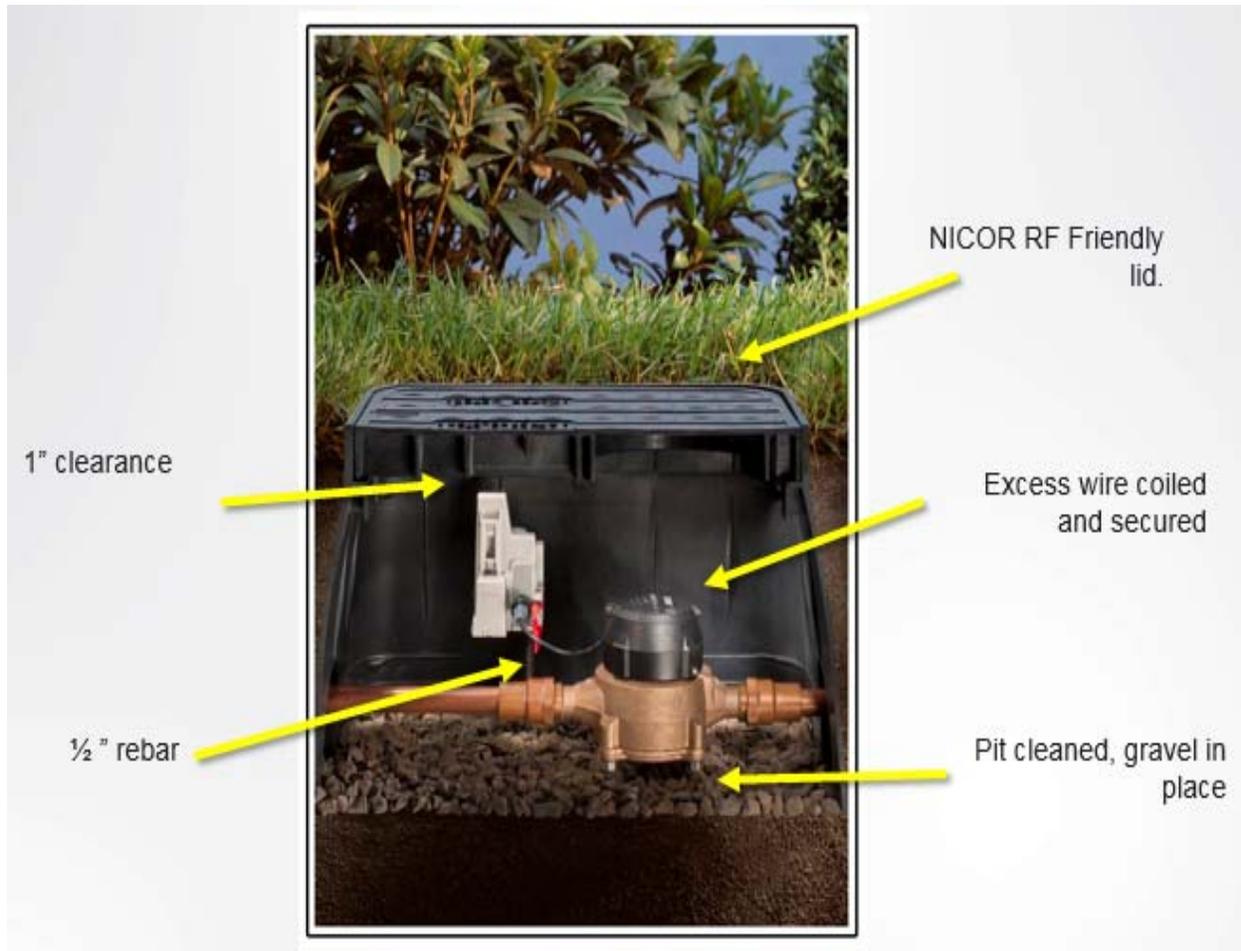
Network Devices, see Photo 3:

**Photo 3**



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

**Photo 4**



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

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

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

**Photo 5**

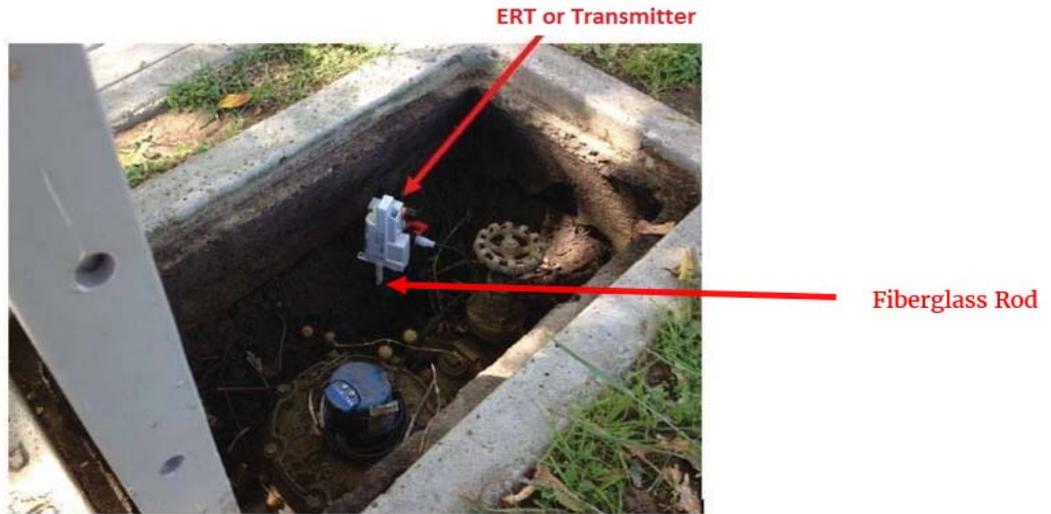


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**



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

**Photo 7**



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

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



**APPENDIX I**  
**LEAD RELATED CONSTRUCTION SPECIFICATION**

**LEAD RELATED CONSTRUCTION  
SPECIFICATION  
for  
UNIVERSITY HEIGHTS WATER TOWER  
May 1, 2017**

Prepared by:

  
George Katsikaris

Asbestos & Lead Program Inspector

CDPH IA/PM License# 20618

City of San Diego  
Environmental Services Department  
Disposal & Environmental Protection  
Asbestos & Lead Management Program  
9601 Ridgehaven Court, Ste 320  
San Diego, CA 92123  
Tel: (858) 627-3312  
Fax: (858) 492-5041

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## I. GENERAL REQUIREMENTS

### A. DESCRIPTION OF WORK

1. Remove deteriorated paint on all structural support components up to 8 feet in height that may be impacted or have a high potential of coming in contact with as a result of this project.
2. Remove all tie rod bracing in a controlled manner as to not dislodge any deteriorated paint. Tie rods must be lowered to the ground carefully onto a minimum of 6 millimeter polyethylene sheeting.
3. Remove all deteriorated paint from the tie rods once they are safely transferred onto the ground and strip areas so tie rods can be cut into manageable sections for handling and disposal.
4. ABATEMENT CONTRACTOR shall supply all labor, transportation, material, apparatus, and equipment for the removal, and disposal of lead containing materials to be impacted as a result of this project, as identified in Appendix C of this section.
5. ABATEMENT CONTRACTOR shall be responsible for ensuring the surrounding areas will not be contaminated with lead containing materials during work and shall be responsible for any clean-up determined necessary by City of San Diego's PROJECT MONITOR.
6. When doing lead coating removal work, the debris and dust must be contained within the work area using methods and practices that prevent the materials from leaving the work area. Shrouded tools with HEPA vacuum attachments shall be used to remove for all lead based paint removal unless it can be proven not to be technically feasible. In the circumstance that it is deemed not to be technically feasible, Contractor shall submit alternative method to the City and receive prior approval of the Project Monitor before using. All waste collected must be stored in sealable labeled drum containers (not in bags).
7. Before submitting his/her bid, the ABATEMENT CONTRACTOR shall visit the project site and verify the location of the lead containing materials that will be removed under the terms and conditions of the contract and this specification.
8. Abatement work shall be performed within agreed upon hours submitted prior to project start which will not include designated City holidays.
9. Before the beginning of abatement work the ABATEMENT CONTRACTOR shall hold a safety construction meeting with all abatement supervisors, workers, and other contractors on-site that provides an overview of the accepted work plan, decontamination procedures specific to this project (decontamination procedures shall be on paper with copies for all present), and disposal plan for this project. Meeting shall include the PROJECT MONITOR and any other designated City representative.

B. CONTRACTOR USE OF THE PREMISES

1. All site rules and regulations affecting the work should be complied with while engaged in project activities. The existing work area should be maintained in a safe condition throughout the abatement activities. The ABATEMENT CONTRACTOR will be responsible for adhering to all applicable building codes and fire safety requirements.
2. All public areas will be kept free of accumulated waste, materials, rubbish, and debris.

C. PROJECT COORDINATION

1. It will be the responsibility of the ABATEMENT CONTRACTOR to coordinate all site activities with the City's Asbestos & Lead Management Program's (ALMP) PROJECT MONITOR including any meetings, surveys, special reports, and site usage limitations.

D. PROJECT SUBMITTALS

The ABATEMENT CONTRACTOR shall not commence any work until approval has been given from the City. The ABATEMENT CONTRACTOR shall submit the following at least 30 days prior to commencement of any lead abatement activities:

1. Lead Abatement Work Plan:
  - a) Submit a detailed job-specific plan that includes:
    - (1) The procedures proposed to comply with the requirements of this specification and all applicable regulations.
    - (2) Detailed drawings that identify the location, size, layout and details of the Work Areas, any equipment, disposal storage, restrooms, and worker decontamination facilities.
    - (3) The sequencing of abatement work and the interface of trades involved in the performance of work. Provide a time line that details each major phase of work activity and anticipated time it will occur.
    - (4) The methods to be used to assure the safety of occupants and visitors to the site.
    - (5) A description of methods to be used to control dispersion of hazardous materials to the interior and exterior of the work area.
    - (6) The method of removal to minimize dust generation in the Work Area.
  - b) Work site coordination submittals including:
    - (1) Contingency and Spill Plan: Prepare a contingency plan for emergencies including fire, accident, power failure, or any other event that may require modification or abridgement of

decontamination or Work Area isolation procedures. Include in plan specific procedures for decontamination or Work Area isolation. Plan should be specific for all types of hazardous materials or situations specific to this work site. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency.

(2) Telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company.

2. Notifications:

a) Prior to any abatement activities the ABATEMENT CONTRACTOR must submit a CDPH Form 8551 (Abatement of Lead Hazards Notification) to the Compliance and Enforcement Unit of the CLPPB. The Form 8551 must be posted at the entrances to the property at least 5 days prior and during abatement activities.

b) Submit Cal/OSHA pre-job notification for lead-related construction work per Title 8 CCR 1532.1 subsection (p), "Lead-Work Pre-Job Notification".

c) Permits, notifications, and licenses needed to perform work (including hazardous waste hauler's registration)

d) Notify emergency service agencies including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency. Notification is to include methods of entering Work Area, emergency entry and exit locations, modifications to fire notification or fire-fighting equipment, and other information needed by agencies providing emergency services.

e) Notifications of Emergency: Any individual at the job site may notify emergency service agencies if necessary without effect on this contract or the Contract Sum.

f) Provide submittal identifying person responsible for responding to project site emergencies twenty-four hours a day, seven days a week.

3. ABATEMENT CONTRACTOR qualifications and personnel information submittals that include but are not limited to:

a) Provide all staff names, certifications, and experience. Identify their duties and responsibilities on this project. ABATEMENT CONTRACTOR shall have the following minimum levels of qualified supervision on the project site:

(1) General Superintendent: Provide a full-time General Superintendent who is experienced in administration and supervision of lead abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the ABATEMENT CONTRACTOR's representative

responsible for compliance with all applicable federal, state and local regulations and guidelines, particularly those relating to lead abatement and hazardous waste. Should, in the opinion of the OWNER, any language barrier exist between the on-site superintendent and the OWNER or PROJECT MONITOR, the ABATEMENT CONTRACTOR shall employ a qualified full-time interpreter or provide a new on-site superintendent at no additional cost to the OWNER. Shall be CDPH certified as a Lead Supervisor.

(2) Foreman: Provide a full time Foreman to directly supervise and direct no more than 10 lead workers. Each Foreman will act as the Competent Person for the workers the foreman is directing. The Foreman has oversight authority over the workers and reports to the General Superintendent. If there are 10 or fewer abatement workers on the project the General Superintendent may fill the Foreman's position. Shall be CDPH certified as a Lead Supervisor.

(3) Experience and Training: The General Superintendent and foreman shall meet all the training requirements as a Supervisor in accordance with Title 17, California Code of Regulations, Division 1, Chapter 8. They shall also have experience with projects of similar types and sizes.

(4) Workers: All abatement workers shall have current certifications as a Lead Worker in accordance with Title 17, California Code of Regulations, Division 1, Chapter 8.

(5) Certificate of Worker's Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment found in Appendix A of this section, for each worker and supervisor who is to be at the job site or enter the Work Area.

b) Identify state licensed transporter, disposal location, and associated permits for all hazardous waste.

c) Submit respiratory protection information and air monitoring data as per the following:

(1) Operating Instruction: Submit complete operating and maintenance instructions for all components and systems as a whole. Submittal is to be in bound manual form suitable for field use.

(2) Respiratory Protection Program: Submit ABATEMENT CONTRACTOR's written respiratory protection program manual as required by 8 CCR 1531 and 5144.

(3) Respiratory Protection Schedule: Submit level of respiratory protection intended for each operation required by the project.

- (4) Copies of current respirator fit test: Fit tests must be performed every 6 months.
- d) Submit doctor's report from medical examination conducted within the last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, the following for each worker:
  - (1) Name and Social Security Number
  - (2) Copies of Blood Lead Levels and Zinc Protoporphyrin tests
  - (3) Physicians Written Opinion from examining physician including at a minimum the following:
    - (a) Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to lead. Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
    - (b) Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from lead exposure.
- e) Submit a notarized certification, signed by an officer of the ABATEMENT CONTRACTOR firm that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 8 CCR 1529.
- f) Identify the laboratory that will be performing the analysis of the personal samples and provide their accreditation. Also discuss the method by which the ABATEMENT CONTRACTOR will provide the analytical results to the PROJECT MONITOR within 24 hours of sampling completion.
- 4. Submit the following during and at the completion of the work
  - a) Copies of all Waste Shipment Records
  - b) Copies of all air monitoring results within 24 hours
- 5. At the end of a project, the ABATEMENT CONTRACTOR shall submit the following to the PROJECT MONITOR:
  - a) Personal Air Sample Results
  - b) Copies of Project Daily Logs
  - c) Containment Entry/Exit Logs
  - d) Waste Disposal Documentation
  - e) Certificate of Visual Inspection

E. SCHEDULES AND REPORTS

1. Prior to each phase of project, the ABATEMENT CONTRACTOR shall provide the City with a tentative time line which outlines the project schedule. These documents will be reviewed and approved by the City prior to the commencement of work.

F. PRODUCT DATA

1. The ABATEMENT CONTRACTOR shall submit product information that is to be used during the abatement activities prior to commencement of work (i.e., encapsulants). General information required includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade association and testing agencies, and safety data sheets (SDSs).

2. Polyethylene sheet

a) A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, and clear, frosted, or black as indicated.

b) Provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, and frosted or black as indicated.

c) Reinforced Polyethylene Sheet: Where plastic sheet is the only separation between the Work Area and the public, provide translucent, nylon reinforced, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, frosted or black as indicated.

3. Tape

a) Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

4. Spray adhesive

a) Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

G. PROJECT CLOSE-OUT

1. Upon completion of work and prior to payment, the PROJECT MONITOR will proceed with an initial inspection of the abatement work area. A Certificate of Visual Inspection (Appendix B) will be signed by both the ABATEMENT CONTRACTOR and PROJECT MONITOR. The ABATEMENT CONTRACTOR will not be paid until the area meets the established project-specific clearance criteria and has submitted the required information.

## II. DEFINITIONS

- A. ABATEMENT: Any set of measures designed to permanently eliminate lead based paint hazards including paint removal, building component removal, or near-permanent enclosure of lead based paint hazards.
- B. ABATEMENT CONTRACTOR: The designated sub-contractor performing the required abatement work outlined in this specification.
- C. ACCREDITED or ACCREDITATION (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
- D. ACTION LEVEL: An 8-hour time weighted average (TWA) lead airborne concentration of 30 µg/m<sup>3</sup>.
- E. AIR MONITORING: The process of measuring the lead content of a specific volume of air.
- F. AUTHORIZED VISITOR: The Owner, the Owner's Representative, testing lab personnel, the Architect/Engineer, emergency personnel or a representative of any federal, state and local regulatory or other agency having authority over the project.
- G. BARRIER: Any surface that seals off the work area to inhibit the movement of dust.
- H. BREATHING ZONE: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- I. CONTAINMENT: A process for protecting both workers and environment by controlling exposures to lead dust and debris created during abatement.
- J. CONTAMINATE: Refers to lead-containing dust/debris.
- K. DEMOLITION: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- L. DISPOSAL BAG: A properly labeled 6 mil thick leak tight plastic bags used for transporting lead waste from work site to disposal site.
- M. ENCAPSULATION: Any covering or coating that acts as a barrier between lead based paint and the environment and that relies on adhesion and the integrity of the existing paint bonds between layers and with the substrate for its durability.
- N. ENCLOSURE: The use of rigid durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between lead based paint and the living or work space.
- O. HEPA FILTER: A high Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of all mono-dispersed particles greater than 0.3 microns in diameter or larger.

- P. HEPA FILTER VACUUM COLLECTION EQUIPMENT (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining lead.
- Q. HIGH PHOSPHATE DETERGENT: Detergent which contains at least 5% tri sodium phosphate.
- R. LEAD: Means metallic lead, all inorganic lead compounds, and organic lead soaps.
- S. LEAD-BASED PAINT (LBP): For purposes of this project, LBP refers to the materials identified in these specifications as having paint or coatings that contains lead.
- T. LEAD-RELATED CONSTRUCTION SUPERVISOR: Means an individual who is responsible for implementing lead-related construction work and enforcing work practices. This person must have received certification as a lead-related construction Supervisor.
- U. LEAD-RELATED CONSTRUCTION WORK: Means any construction, alteration, painting, demolition, salvage, renovation, repair, or maintenance of a building, including preparation and cleanup, by disturbing lead-containing material that may result in exposure of individuals to lead.
- V. LEAD-RELATED CONSTRUCTION WORKER: Means any individual who performs lead-related construction work in a building under the direction of lead-related construction Supervisor, and has received certification as a lead-related construction Worker.
- W. OWNER: Refers to the City of San Diego
- X. PAINT FILM STABILIZATION: The process of using wet scraping, priming, and repainting a deteriorated lead based paint film in a dwelling including clean-up and clearance.
- Y. PAINT REMOVAL: A strategy of abatement which entails removing lead based paint form surfaces of components using chemicals, heat guns below 11000F, and certain contained abrasive methods but not open flame burning, open abrasive blasting, sandblasting, water blasting, extensive dry scraping, or methylene chloride removers.
- Z. PERMISSIBLE EXPOSURE LIMIT (PEL): An 8-hour TWA lead airborne concentration of 50 µg/m<sup>3</sup>.
- AA. PERSONAL MONITORING: Sampling of contaminant concentrations within the breathing zone of an employee.
- BB. PROJECT MONITOR: City of San Diego Asbestos & Lead Management Program staff or their designated consultant.
- CC. PROTECTION FACTOR: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the

breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

- DD. RRP: EPA's Renovation, Repair and Painting certification that requires contractor training and lead-safe work practices when performing renovation type activities in housing built prior to 1978.
- EE. REPLACEMENT: A strategy of abatement which entails the removal of components such as windows, doors, and trim that have lead painted surfaces and installing new components free of lead paint.
- FF. RESPIRATOR: A device designed to protect the wearer from the inhalation of harmful contaminants.
- GG. TESTING LABORATORIES: A "testing laboratory" is an entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret results of, those inspections or tests.
- HH. TIME-WEIGHTED AVERAGE (TWA): The average concentration of a contaminant in air during a specific time period.
- II. TRIGGER TASKS: Work tasks that require an employer to assume specified employee exposures until the employer has performed an exposure assessment [see T8CCr, 1532.1 (d) (2)].
- JJ. WET CLEANING: The process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of appropriately.
- KK. WORK AREA: The area where abatement work operations are performed which is defined and/or isolated to prevent the spread of contamination, and entry by unauthorized personnel.

### III. SITE WORK

#### A. INTRODUCTION

This portion of the specification describes procedures and protocols for abatement activities. The protocols/procedures described hereafter are in accordance with federal/state/local requirements. In the absence of these requirements, the procedure/protocols are based on current industry standards.

B. BACKGROUND INFORMATION

Sampling has been performed by inspectors from the City's Asbestos and Lead Management Program (ALMP) and has been provided in Appendix C of this specification. The ABATEMENT CONTRACTOR shall visit the project site and verify the location and quantities of the lead containing materials that will be removed under the terms and conditions of the contract and this specification

C. GENERAL INFORMATION

1. Potential Hazards

a) The disturbance of lead containing materials may cause exposure to workers and the public. All workers, supervisory personnel, subcontractors, and consultants who will be at the job site, need to be apprised of the seriousness of the hazard and of proper work practices which must be followed to minimize exposure. The procedures and methods described herein must be followed and the ABATEMENT CONTRACTOR must comply with all applicable federal/state/local requirements.

2. Stop Work

a) If the PROJECT MONITOR presents a verbal or written stop work order, the ABATEMENT CONTRACTOR shall immediately and automatically stop all work. Recommencement of the work may not begin until authorized by the PROJECT MONITOR.

D. PROJECT ADMINISTRATION

1. Certified Supervisor

The ABATEMENT CONTRACTOR needs to provide a full-time lead abatement supervisor who is experienced in administration and supervision of lead abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This supervisor must have a current CDPH Lead Supervisor certificate. This person will act as the competent person on the job.

In addition, all employees working on the project must have current CDPH Lead Worker certification.

E. SPECIAL REPORTS

1. Reporting Unusual Events

When an event of unusual and significant nature occurs at the site (e.g., a spill of lead debris, failure of special equipment used to contain lead), the ABATEMENT CONTRACTOR shall prepare and submit a special report listing the chain of events, persons participating, response by Contractor's personnel, evaluation of results, and other pertinent information.

2. Reporting Accidents

The ABATEMENT CONTRACTOR shall prepare and submit reports of significant accidents at the subject site. Pertinent data and actions need to be recorded. In addition, response actions should comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury or potential environmental contamination.

F. COMPLIANCE WITH CODES AND REGULATIONS

1. Except to the extent that more explicit, or more stringent requirements are written directly into this Abatement Contract/Specification, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

2. The ABATEMENT CONTRACTOR will assume full responsibility and liability for the compliance with all applicable federal/state/local regulations pertaining to work practices, protection of workers, and visitors to the site, persons occupying areas adjacent to the site, hauling, and disposal of waste. The ABATEMENT CONTRACTOR shall hold the City and its representative harmless for the ABATEMENT CONTRACTOR's failure to comply with any applicable work, hauling, disposal, safety, health, or other regulation on the part of itself, its employees, or its subcontractors,

3. State requirements which govern lead hazard control activities or hauling and disposal of hazardous waste include, but are not limited to, the following:

a) California Occupational Safety and Health Administration (Cal/OSHA):

- (1) Division of Industrial Safety; Chapter 4
- (2) 8CCR, Section 1532.1, Lead in Construction
- (3) 8CCR, Section 5194, Hazard Communication Standard
- (4) 8CCR, Section 1531, Construction Respiratory Protection Standard
- (5) 8CCR, Section 1514, Construction Personal Protective Equipment
- (6) 8CCR, Section 1509, Construction Injury Illness Prevention Program
- (7) 8CCR, Section 6003-4, Accident Prevention Signs and Tags
- (8) 8CCR, Section 3204, Access to Employee Exposure Medical Records

b) California Environmental Protection Agency (Cal/EPA):

- (1) 22CCR, Division 4.5, Environmental Health Standards for the Management of Hazardous Waste.

c) California Department of Public Health (CDPH):

(1) 17CCR, Division 1, Chapter 8, Accreditation of training providers and interim certification of individuals engaged in lead-related construction work.

4. Federal requirements which govern lead hazard control activities or hauling and disposal of hazardous waste include, but are not limited to, the following:

a) Federal Environmental Protection Agency (FED/EPA):

(1) Hazardous Waste Standards, 40 Code of Federal Regulations (CFR), Part 261

(2) EPA Renovate, Repair, Painting (RRP), 40 CFR 745, Subpart E.

b) U.S. Department of Transportation (DOT):

(1) Hazardous Substances, 49CFR, Parts 171 through 180

c) American National Standards Institute, Inc. (ANSI):

(1) Z9.2-79 Fundamentals Governing the Design and Operation of Local Exhaust

(2) Z88.2-80 Practices of Respiratory Protection

d) Department of Housing and Urban Development (HUD):

(1) Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing (most current draft or final copy)

5. In addition, the ABATEMENT CONTRACTOR must comply with any applicable regulations promulgated as a result of Title X, the Residential Lead Based Paint Hazard Reduction Act and Title IV, Lead Exposure Reduction Act.

6. Local requirements which govern lead hazard control activities include, but are not limited to, the following:

a) Air Pollution Control District (APCD) - San Diego County

(1) APCD Rules and Regulations, Rule 51 (Public Nuisance), Rule 10-11 (permitting of equipment)

b) San Diego Municipal Code §54.1001 etc. seq.

(1) Prevents, identifies and remedies lead hazards within the City of San Diego

#### G. PERMITS AND LICENSES

The ABATEMENT CONTRACTOR shall submit to the City in the bid submittal any permits or licenses necessary to carry out this work.

##### 1. Permits

A valid Hazardous Waste Hauler registration is required for transporting any hazardous waste. Certain types of equipment require APCD permits (e.g., abrasive blasters).

2. Licenses

The ABATEMENT CONTRACTOR must be certified by the California Contractors State License Board. The Contractor, or its subcontractor, shall have current licenses, as required by all applicable state or local jurisdictions for the removal, transportation, disposal, or other regulated activity relative to the work described in this plan.

H. HEALTH AND SAFETY

This section describes the equipment and procedures required for protecting workers from Lead contamination and other workplace hazards.

1. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work.

2. Training

a) ABATEMENT CONTRACTOR workers shall be trained in accordance with 8CCR, Section 1532.1 (lead). In addition, workers and supervisors must be lead-trained and have certification for lead-related work from the California Department of Public Health (CDPH).

b) Workers must be provided with initial biological monitoring (blood sampling) if they are occupationally exposed on any day to lead at or above the Action Level (AL). Employees must be provided with biological monitoring and a medical examination if they are occupationally exposed to lead above the action level for more than 30 days in any consecutive 12 month period. Periodic biological monitoring and medical examinations must be performed according to the schedule and criteria specified in 8CCR, Section 1532.1(j). In addition, employees performing "trigger" tasks must be included in biological monitoring and/or medical examinations based on their assumed exposure. In the absence of specific airborne exposure data, medical surveillance will need to be provided for all workers.

c) At a minimum, examinations shall meet all requirements as set forth in 8CCR, Section 1532.1. Furthermore, if an employee's blood levels are at or above 20µg/dl they will not be allowed to work on the project and shall be medically removed until two consecutive blood lead tests show the employee's blood lead level under 15µg/dl.

d) In addition, evaluations of each individual's ability to work in environments capable of producing heat stress in the worker should be completed. Employees who wear respirators must be medically evaluated.

3. Protective clothing

a) Coveralls: Provide disposable "full body" coveralls and disposable head covers, and require that they be worn at all times by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area.

b) Boots: Provide work boots with non-skid soles, and where required by OSHA, foot protection for all workers. Provide boots at no cost to

workers. Do not allow boots to be removed from the Work Area for any reason, after being contaminated with lead containing material. Thoroughly clean, decontaminate and bag boots before removing them from Work Area at the end of the work.

c) Hard Hats: Provide head protection (hard hats) as required by OSHA for all workers, and provide 1 spare for use by Owner's Representative, Project Administrator, and Owner. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of the type with plastic strap suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.

d) Goggles: Provide eye protection (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury. Thoroughly clean, decontaminate and bag goggles before removing them from Work Area at the end of the work.

e) Gloves: Provide work gloves to all workers and require that they be worn at all times in the Work Area. Do not remove gloves from Work Area and dispose of as lead contaminated waste at the end of the work.

#### 4. Respirators

##### a) Air Purifying Respirators

(1) Respirator Bodies: Provide half face or full face type respirators based upon appropriate protection factor as determined by the ABATEMENT CONTRACTORS competent person. .

(2) Filter Cartridges: Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Lead Containing Dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980). In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.

(3) Non permitted respirators: Do not use single use, disposable or quarter face respirators.

(4) Require that respiratory protection be used at all times when there is any possibility of disturbance of lead containing or other hazardous materials whether intentional or accidental.

(5) Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne dust until the area has been cleared for re occupancy.

- (6) Regardless of Airborne Levels: Require that the minimum level of respiratory protection used be half face air purifying respirators with high efficiency filters.
  - b) Fit testing
    - (1) Initial Fitting: Provide initial fitting of respiratory protection during a respiratory protection course of training. Only allow an individual to use respirators for which training and fit testing has been provided.
    - (2) Upon Each Wearing: Require that each time an air purifying respirator is put on it be checked for fit with a positive and negative pressure fit check in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).
  - c) Respirators, disposable coveralls, head covers, and foot covers shall be provided by the ABATEMENT CONTRACTOR for the City of San Diego's Asbestos and Lead Management Program's PROJECT MONITOR, and other authorized representatives who may inspect the job site. Provide two (2) respirators and six (6) complete coveralls and, where applicable, six (6) respirator filter changes per day.
5. Materials and Equipment
- a) Only material and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards, may be used.
6. Water Service
- a) The ABATEMENT CONTRACTOR will be able to obtain water services from on-site facilities. The City will designate the facilities from which water service may be obtained.
7. Electrical Services
- a) The ABATEMENT CONTRACTOR will be able to obtain electrical services from on-site facilities. The City will designate the facilities from which electrical services may be obtained. The ABATEMENT CONTRACTOR shall provide their own electrical hook-ups, i.e. spider boxes, ground fault circuit interrupter (GFCI) etc. and installed by a licensed electrician.
  - b) The electrical services need to comply with the applicable NEMA, NECA, and UL standards, and governing regulations for materials and lay-out of temporary electrical services.
8. Sanitary Facilities
- a) The ABATEMENT CONTRACTOR shall provide sanitary facilities on-site if none have been made available by the City.
9. Fire Extinguisher
- a) Applicable recommendations of the National Fire Protection Association (NFPA) Standard 10, "Standard for Portable Fire Extinguishers,"

must be complied with by the Contractor. Fire extinguishers need to be located where they are most convenient and effective for their intended purpose, but not less than one (1) extinguisher in each work area, the equipment room, outside/work areas, and in the clean room.

10. First Aid

a) The ABATEMENT CONTRACTOR will need to provide first aid supplies which should comply with the governing regulations and recognized recommendations within the construction industry.

I. WORK AREA PROCEDURES

1. General guidelines for performing lead hazard control activities are presented in this section and are based on procedures established by HUD for residential settings. Due to the difference between residential settings and commercial buildings, these procedures will be modified on a case-by-case basis.
2. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area.
3. ABATEMENT CONTRACTOR shall secure work area from access by public, staff or users of the area. Accomplish this where possible, by locking doors, gates, or other means of access to the area.
4. Barricade fencing is required for securing an outside area from unauthorized access. Work area delineation shall occur at no less than twelve feet (12') from the radius of the work and/or building. Yellow caution tape shall not be used.
5. All windows, vents, mechanical systems, etc., in close proximity to the abatement area shall be sealed with plastic and tape by the ABATEMENT CONTRACTOR prior to the work beginning.
6. Warning signs for lead shall be posted as per 8CCR, Section 1532.1(m).
7. A visitor entry and exit-log, and an employee daily sign-in log will be maintained throughout the lead hazard control activities. The ABATEMENT CONTRACTOR shall be responsible for the project site security during the operations in order to protect work efforts and equipment.

J. REMOVAL OF LEAD CONTAINING MATERIALS

1. Lead containing materials shall be adequately wetted with water or a removal encapsulant before and during removal process, to reduce dust emission.
2. The ABATEMENT CONTRACTOR should exercise caution in using water, as he will be solely responsible for any water damage to the facility resulting from the work.
3. ABATEMENT CONTRACTOR is responsible for keeping all hazardous debris within the containment area at all times throughout removal. Any interior contamination, if created, is the responsibility of the ABATEMENT CONTRACTOR to clean with no additional cost to this contract.

4. ABATEMENT CONTRACTOR shall ensure there is no loose debris around the Work Area during the removal and if found, ABATEMENT CONTRACTOR shall clean the area immediately.

K. CLEANING

1. Daily cleaning includes removing large and small debris, HEPA vacuuming horizontal surfaces, wet mopping, and then HEPA vacuuming horizontal surfaces, and possible exterior cleaning.

2. Final cleaning must occur no sooner than one (1) hour after lead hazard control activities are finished. All plastic should be misted, cleaned, and folded toward the center to trap any remaining dust. The order of removal should be upper plastic, the first layer of floor plastic, the second layer of floor plastic, and finally plastic separating contaminated from non-contaminated areas. Then the entire area should be cleaned using a HEPA vacuum/wet wash/HEPA vacuum cycle. The Supervisor should perform an inspection for visible dust and debris.

3. Additional cleaning cycles may be necessary for porous surfaces, and difficult to clean surfaces (crevices). Failure to meet clearance criteria will require additional cleaning.

L. DECONTAMINATION PROCEDURE

1. Prior to leaving the Work Area, HEPA vacuum outer suit completely and remove, turning it inside out while doing so.

2. Proceed to decontamination area where the second suit is to be removed while turning it inside out.

3. After wiping all areas and respirator, remove respirator and wipe facial area clean.

4. Place contaminated suits, towels, and respirator cartridges in a properly labeled waste containers.

5. At the completion of the project, boots, hard hats, and goggles should be decontaminated and bagged prior to removal from the Work Area.

6. Equipment leaving the Work Area should be HEPA vacuumed and wet wiped.

M. CLEARANCE

1. Clearance must be performed by a California Department of Public Health (CDPH) Certified Lead PROJECT MONITOR. It will not be performed by the ABATEMENT CONTRACTOR (although the ABATEMENT CONTRACTOR may perform their own clearance testing). Clearance testing must occur no sooner than one (1) hour after final cleaning. It consists of two steps; visual examination and possibly environmental sampling (dust and/or soil sampling).

a) Visual Examination for Determination of Completed Work:

(1) This is a determination that the work specified in the scope of work has been completed satisfactorily. For surfaces that are to be

re-painted, it is important this examination occurs prior to the re-painting (to determine that either all the paint has been removed [abatement] or that the deteriorated paint has been stabilized [interim controls]). Next the surfaces should be examined for settled dust and debris. If dust or debris is visually noted, the ABATEMENT CONTRACTOR will be asked to re-clean prior to samples being collected.

(2) If no such dust/debris is found, the independent consultant or PROJECT MONITOR will complete a Certificate of Visual Inspection (Appendix B) for the area or for multiple areas. The Certified Supervisor will also sign this Certificate. The completed form should be submitted to the City at the end of the project.

2. Environmental Sampling:

a) The number and location of dust and/or soil samples will be determined on a case-by-case basis. The clearance criterion to be used is shown in the table below:

Surface Level

(1)	Exterior Horizontal Surfaces	400 µg/ft <sup>2</sup>
(2)	Exterior Soil*	1000 µg/ft <sup>2</sup>
(3)	Soil in Play Areas*	400 µg/ft <sup>2</sup>

b) Re-cleaning, at the Contractor's expense, will be required for surfaces that do not pass clearance criteria.

c) The cost for additional tests, which may be required as a result of samples failing to meet the release criteria, shall be paid for the Contractor. This cost shall include all costs associated with sample analysis and collection of additional samples, including Consultant fees.

\* Soil may not be impacted as a part of the proposed work but if contamination occurs then levels shall be used for clearances. ABATEMENT CONTRACTOR may take background soil samples to determine the preexisting soil conditions.

N. TRANSPORTATION AND DISPOSAL

1. Waste minimization

a) The ABATEMENT CONTRACTOR is required to make all reasonable efforts to minimize the amount of hazardous waste generated from this project.

2. Waste characterization

a) The ABATEMENT CONTRACTOR shall test any potential hazardous waste generated in accordance with 22 CCR Division 4.5 within ten (10) days and/or prior to the end of the project to determine if it is hazardous waste and requires disposal. All paint chips will be considered hazardous waste and do not require testing. Components with lead paint that has been

stabilized shall have a hazardous waste determination made prior to sending to a landfill.

3. Pre-transportation requirements

a) Any packaging used to ship hazardous waste off site such as a container, roll-off bin, tank or other device, must comply with 49 CFR Parts 173, 178, 179 and be labeled and prepared for transportation in accordance with 22 CCR Article 3.

b) The hazardous waste label must be affixed and filled out when the first amount of hazardous waste is placed in the container. The label must include the initial accumulation date.

c) All additional pre-transportation labeling, marking or placarding must be conducted prior to transporting off site and in accordance with 22 CCR Chapter 12, Article 3.

4. All containers and tanks of hazardous waste must be managed in a way which minimizes the threat of fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste to the air, soil or surface water which could threaten human health or the environment. Management techniques include containment areas capable of holding the contents of largest container within the containment area. Properly store and secure waste at all times. Do not leave hazardous waste in uncovered or unlocked trucks or dumpsters.

5. A hazardous waste manifest will be completed in accordance with 22 CCR Chapter 12, Article 2 for each shipment of hazardous waste leaving the work site. All waste shall leave the project site by the end of the project. Only The PROJECT MONITOR employees shall sign as the generator on manifests.

6. Disposal of the lead related hazardous wastes shall be by incineration unless otherwise specified by the ALMP.

## APPENDIX A

### CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

Working with lead can be dangerous. Inhaling and ingesting lead dust can cause an increase in blood lead levels which can lead to adverse health effects such as kidney damage, elevated blood pressure or infertility.

Your employer's contract with the City for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These items are to have been done at no cost to you.

**RESPIRATORY PROTECTION:** You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

**TRAINING COURSE:** You must be licensed by the California Department of Public Health for Lead Hazard Control and be able to provide onsite documentation of training. You should have been trained in the dangers inherent in handling lead and breathing and ingesting lead dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following:

- Possible routes of exposure to lead
- Health hazards associated with lead
- Respiratory protection
- Use of protective equipment
- Work practices including hands on or on-the-job training
- Personal decontamination procedures
- Health and safety considerations

**MEDICAL EXAMINATION:** You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, physical examination, a blood pressure measurement, pulmonary function test and blood sample and analysis for lead.

By signing this document you are acknowledging only that the City has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness (print): \_\_\_\_\_ Witness Signature: \_\_\_\_\_

APPENDIX B

CERTIFICATION OF VISUAL INSPECTION

Project # \_\_\_\_\_ Date: \_\_\_\_\_ Location: \_\_\_\_\_

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

The contractor hereby certifies that he/she has visually inspected the Work Area (all surfaces including pipes, counters, ledges, walls, ceiling and floor, behind critical barriers, sheet plastic, etc.) and has found no dust, debris or residue.

by: (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

(Print Name): \_\_\_\_\_

(Company Name): \_\_\_\_\_

(Print Title): \_\_\_\_\_

CITY ALMP REPRESENTATIVE

The City ALMP Representative hereby certifies that he has accompanied the contractor on his/her visual inspection and verifies that this inspection has been thorough and to the best of his/her knowledge and belief, the contractor's certification above is a true and honest one.

by: (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

(Print Name): \_\_\_\_\_

WORK AREA

Location: \_\_\_\_\_

Room: \_\_\_\_\_

Hazard Reduction Performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX C

### SUMMARY OF LEAD CONTAINING MATERIALS

<b>READING</b>	<b>AREA</b>	<b>SUBSTRATE</b>	<b>COLOR</b>	<b>PBC</b>	<b>UNITS</b>
B-001	WATER TOWER	METAL	GREEN	142,000	ppm

The remainder of this page is intentionally left blank. Laboratory results on following pages.



# H.M. Pitt Labs, Inc.

4901 Morena Blvd · Ste 203 · San Diego, CA 92117

# Lab Number: 147388-195519

Tel: 619-474-8548 · Fax: 858-412-3305

**Company:**

City of San Diego Environmental Services  
Department  
9601 Ridgehaven Court, Suite 310  
San Diego, CA 92123

**Date Entered:** 01/14/2016

**Analyzed By:** Milton Ramirez

**Customer PO / Claim#:**

**Contract Number:**

**Job Site:** Project # 7244

**Date Sampled**

**Who Sampled**

**Lab Notes:** 72 HR TAT

01/13/2016

George Katsikaris

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## GENERAL ANALYSIS

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**Analysis Number:** 147388-1

**Date Received:** 1/14/2016

**Customer Number:** B-001

**Location:** Water Tower - Metal

**Analysis:** TTLC - Lead (EPA 3050-M, 7420-M)

**Results:** **142000 mg/kg**

**Comments:** Reporting Limit = 6980 mg/kg; Elevated Reporting Limit due to sample dilution and Elevated Reporting Limit due to minimal amount of sample available for analysis.

---

-Unless otherwise specified, the samples were received in an acceptable condition and met all holding time and preservation - handling requirements. The laboratory does not correct for field or matrix blanks.

-This report shall not be reproduced, except in full, without the written approval of H.M. PITT LABS, INC. No use of this report for promotional or advertising purposes is permitted without the written approval of H.M. PITT LABS, INC.

-All samples tested as submitted to the lab. H.M. PITT LABS, INC. does not assume responsibility for the accuracy of the information submitted with the samples unless done by an employee of H.M. PITT LABS, INC.

-All analytical batch data met quality control criteria unless otherwise noted,

**APPROVED BY:**

**Dated:** 01/15/2016

LELAND S. PITT, CIH

Page 1 of 1



72HR

CITY OF SAN DIEGO  
Environmental Services Department  
ALMPILSHHP - Laboratory Submittal

147388



Project # 7244 Submitted by: George Katsikaris Date: 01/13/16 Page 1 of 1

LAB SUBMITTED TO: HM Pitt

TURNAROUND TIME:  
 2 HOUR     24 HOUR     48 HOUR     72 HOUR     5 DAY     OTHER:

The receiving Laboratory is required to complete the following:

- All Invoices are to be sent to: *Attn. Alan Johanss- City of San Diego – Environmental Services Department, 9601 Ridgehaven Court, Suite 310 San Diego, CA 92123*
- Lab reports/invoices are to contain the Project Number listed above. Do not include Purchase Order Numbers on Invoices
- Email report to: gkatsikaris@sandiego.gov

Lab Number	Sample No.	Location	Media	Time On/Off	Flow	Volume	Analyses Requested
Sample # Prefix: 7244	B-001	Water Tower - Metal	Paint Chip	/	/	/	TTLIC(Pb)
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	
				/	/	/	

NOTES:

Relinquished by: [Signature] Date/Time: 1500 on 1/13/16

Relinquished by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Received by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Received by: [Signature] Date/Time: 1/14/16 9:15AM

**APPENDIX J**  
**LEAD ABATEMENT ASSESSMENT REPORT**

CITY of SAN DIEGO 4838

WORK REQUEST FOR ASBESTOS & LEAD MANAGEMENT PROGRAM.....

Department Public Works - Engineering Dept# 2112 Division Project Implementation

Work Requested By Julian Espinoza MS# 611 Phone/Fax 619-533-4384

Facility Name/Address University Heights Water Tower

Facility # NA. 5902 Age of Facility: 19 24 Plans Attached?  YES  NO Target Start: 4/1/17

Description of Proposed Work (explain detail of work as well as what part of facility)

This project will replace the exterior structural elements that includes removal and replacing the corroded anchor bolt washers; removal and replacing tie rod bracing; removal and replacing catwalk; removal and replacing of exterior ladders; installation of new gusset plates and pin connectors.

Have internal order or WBS # opened to ALMP for labor cost. ALMP cost center 211511111; fund 100000; revenue acct 424071. The following accounting #s are for laboratory, abatement, and/or other NPE. Request estimate if needed.

Accounting Numbers:	<u>2013181115</u>	<u>700010</u>	<u>B-15231</u>
	Cost Center	Fund	Internal Order/WBS #

I have the authority to authorize ALMP to bill hourly inspection labor and laboratory expenses to the accounting numbers above for work related to this project.

Signature [Signature] Title Project Manager Date 1/6/16

Print Name Julian Espinoza Div. Analyst Name Joanne Ferrer

Send completed form to: ASBESTOS & LEAD MANAGEMENT PROGRAM - 9601 Ridgehaven Court, Suite 320, San Diego, CA 92123 or MS 1103-A or Fax (858)492-5089

FOR OFFICE USE ONLY

Date Received 01-07-16 Inspector GEORGE KATSIKARIS

Records/Inspection Information HIGH CONCENTRATIONS OF LEAD WAS FOUND PRESENT IN THE PAINT THROUGHOUT THE TOWER. (RESULTS ATTACHED)

Impact on Project BASED UPON THE CURRENT SCOPE, PAINT FILM STABILIZATION OF COMPONENTS TO BE IMPACTED IS REQUIRED AT A MINIMUM BY A LICENSED LEAD ABATEMENT CONTRACTOR. WHICH I ESTIMATE TO BE NO LESS THAN \$100K, EXCLUDING SCAFFOLDING.

[Signature] 1-19-16. [Signature] 1-20-15  
ASBESTOS & LEAD PROGRAM INSPECTOR DATE ASBESTOS & LEAD PROGRAM MANAGER DATE

Asbestos & Lead Management Program -- (858) 579-1262 (FAX) (858) 492-5089



# H.M. Pitt Labs, Inc.

4901 Morena Blvd · Ste 203 · San Diego, CA 92117

# Lab Number: 147388-195519

Tel: 619-474-8548 · Fax: 858-412-3305

**Company:**

City of San Diego Environmental Services  
Department  
9601 Ridgehaven Court, Suite 310  
San Diego, CA 92123

**Date Entered:** 01/14/2016

**Analyzed By:** Milton Ramirez

**Customer PO / Claim#:**

**Contract Number:**

**Job Site:** Project # 7244

**Date Sampled**

**Who Sampled**

**Lab Notes:** 72 HR TAT

01/13/2016

George Katsikaris

---

## GENERAL ANALYSIS

---

**Analysis Number:** 147388-1

**Date Received:** 1/14/2016

**Customer Number:** B-001

**Location:** Water Tower - Metal

**Analysis:** TTLC - Lead (EPA 3050-M, 7420-M)

**Results:** 142000 mg/kg

**Comments:** Reporting Limit = 6980 mg/kg; Elevated Reporting Limit due to sample dilution and Elevated Reporting Limit due to minimal amount of sample available for analysis.

---

-Unless otherwise specified, the samples were received in an acceptable condition and met all holding time and preservation - handling requirements. The laboratory does not correct for field or matrix blanks.

-This report shall not be reproduced, except in full, without the written approval of H.M. PITT LABS, INC. No use of this report for promotional or advertising purposes is permitted without the written approval of H.M. PITT LABS, INC.

-All samples tested as submitted to the lab. H.M. PITT LABS, INC. does not assume responsibility for the accuracy of the information submitted with the samples unless done by an employee of H.M. PITT LABS, INC.

-All analytical batch data met quality control criteria unless otherwise noted,

**APPROVED BY:**

**Dated:** 01/15/2016

LELAND S. PITT, CIH

Page 1 of 1



72HR

CITY OF SAN DIEGO  
Environmental Services Department  
ALMPILSHHP - Laboratory Submittal

147388



Project # 7244 Submitted by: George Katsikaris Date: 01/13/16 Page 1 of 1

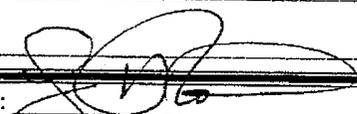
LAB SUBMITTED TO: <u>HM Pitt</u>	TURNAROUND TIME: <input type="checkbox"/> 2 HOUR <input type="checkbox"/> 24 HOUR <input type="checkbox"/> 48 HOUR <input checked="" type="checkbox"/> 72 HOUR <input type="checkbox"/> 5 DAY <input type="checkbox"/> OTHER:
-------------------------------------	---

The receiving Laboratory is required to complete the following:

1. All invoices are to be sent to: Attn. Alan Johans- City of San Diego - Environmental Services Department, 9601 Ridgehaven Court, Suite 310 San Diego, CA 92123
2. Lab reports/invoices are to contain the Project Number listed above. Do not include Purchase Order Numbers on Invoices
3. Email report to: [gkatsikaris@sandiego.gov](mailto:gkatsikaris@sandiego.gov)

Lab Number	Sample No.	Location	Media	Time On/Off	Flow	Volume	Analyses Requested
Sample # Prefix: 7244	B-001	Water Tower - Metal	Paint Chip	/			TTLIC(Pb)
				/			
				/			
				/			
				/			
				/			
				/			
				/			
				/			
				/			

NOTES:

Relinquished by:  Date/Time: <u>1500 on 1/13/16</u>	Relinquished by: _____ Date/Time: _____
Received by: _____ Date/Time: _____	Received by: <u>Markie Scaer</u> Date/Time: <u>1/14/16 9:15AM</u>

**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 **Houalla Enterprises, Ltd. dba Metro Builders & Engineers Group, Ltd.**, herein called "Contractor" for construction of **University Heights Wtr Tower Seismic Ret**, Bid No. **K-18-1722-DBB-3**; in the amount of **One Million Thirty-Seven Thousand Seven Hundred Eighty-Two Dollars and Zero Cents (\$1,037,782.00)**, 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) That certain documents entitled **University Heights Wtr Tower Seismic Ret** on file in the office of the Public Works Department as Document No. **S-17006**, 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 **University Heights Wtr Tower Seismic Ret, K-18-1722-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

**CONTRACT AGREEMENT (continued)**

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

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By \_\_\_\_\_

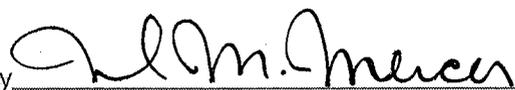


Print Name: Rosa Isela Riego  
Senior Contract Specialist  
Public Works Department

Date: 04/26/2018

Mara W. Elliott, City Attorney

By \_\_\_\_\_



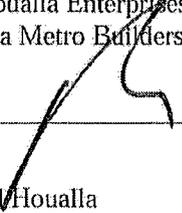
Print Name: Mark W. Mercer  
Deputy City Attorney

Date: 4/30/18

**CONTRACTOR**

Houalla Enterprises, Ltd.  
dba Metro Builders & Engineers Group, Ltd.

By \_\_\_\_\_



Print Name: Fouad Houalla

Title: President

Date: 3/27/18

City of San Diego License No.: 2016008521

State Contractor's License No.: 597589

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000002925

## CERTIFICATIONS AND FORMS

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

## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

## CONTRACTOR CERTIFICATION

---

### DRUG-FREE WORKPLACE

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

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

## 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 has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL PAY ORDINANCE CERTIFICATION**

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

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

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

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

**AFFIDAVIT OF DISPOSAL**

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

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

**University Heights Wtr Tower Seismic Ret**

(Name of Project or Task)

as particularly described in said contract and identified as Bid No. **K-18-1722-DBB-3**; SAP No. (WBS/IO/CC) **S-17006**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**ATTEST:**

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

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

Notary Public in and for said County and State

**LIST OF SUBCONTRACTORS**

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB⓪	WHERE CERTIFIEDⓈ	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DIR REGISTRATION NUMBER	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission               | CPUC   |  |          |
| State of California's Department of General Services | CADoGS | City of Los Angeles                              | LA       |
| State of California                                  | CA     | U.S. Small Business Administration               | SBA      |

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

## **ELECTRONICALLY SUBMITTED FORMS**

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

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

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
  
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**

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

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

That Houalla Enterprises, Ltd., 2610 Avon St, Newport Beach, CA 92663 as Principal, and  
SureTec Insurance Company, 1330 Post Oak Blvd. Suite 1100, Houston, TX 77056 as Surety, are  
held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF  
THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under  
the bidding schedule(s) of the OWNER's Contract Documents entitled

University Heights Wtr Tower Seismic Ret, Bid No:K-18-1722-DBB-3

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

SIGNED AND SEALED, this 14th day of February, 2018

Houalla Enterprises, Ltd. (SEAL)  
(Principal)

SureTec Insurance Company (SEAL)  
(Surety)

By: [Signature]  
(Signature) Fouad Houalla, President

By: [Signature]  
(Signature) Erin A. Greene, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

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

Jeffrey W. Cavnignac, James P. Schabaram II, Jase Hamilton, Erin A. Greene, Brittany Aceves

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

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

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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

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

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

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 8<sup>th</sup> day of December, A.D. 2017.

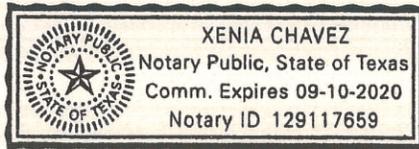


SURETEC INSURANCE COMPANY

By: [Signature]  
John Knox Jr., President

State of Texas                    ss:  
County of Harris

On this 8<sup>th</sup> day of December, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

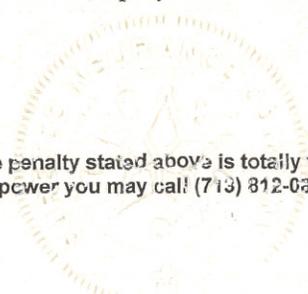


[Signature]  
Xenia Chavez, Notary Public  
My commission expires September 10, 2020

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

FEB 14 2018

Given under my hand and the seal of said Company at Houston, Texas this \_\_\_\_\_ day of \_\_\_\_\_, A.D.



[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0300 any business day between 8:00 am and 5:00 pm CST.

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On **FEB 14 2018** before me, Brittany Aceves, Notary Public,  
(Here insert name and title of the officer)

personally appeared Erin A. Greene,  
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.

*[Handwritten Signature]*

Notary Public Signature



(Notary Public Seal)

### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_

(Title or description of attached document)

\_\_\_\_\_

(Title or description of attached document continued)

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

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- \_\_\_\_\_
- (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, is /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

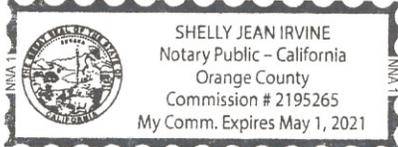
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )
On 2/14/2018 before me, Shelly Jean Irvine
Date Here Insert Name and Title of the Officer
personally appeared Fouad Haddad
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

## CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

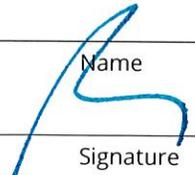
As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated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

CHECK ONE BOX ONLY.

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

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

Contractor Name: Houalla Enterprises Ltd.

Certified By Fouad Houalla Title President  
Name  
  
Signature Date 02/19/2018

**USE ADDITIONAL FORM**



**ENGINEER OF WORK**

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

Richard H. Kennedy      2/1/18  
1) Registered Engineer      Date



Seal:

Brian Vitale      2/2/18  
2) 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. CLARIFICATIONS**

1. The Pre-Bid Meeting for this project, scheduled for February 01, 2018 at 10:00am, was cancelled and will not be rescheduled.

## **C. NOTICE INVITING BIDS**

1. To Section 8, Pre-Bid Meeting, page 5, **DELETE** in its entirety.
2. To Section 9, Award Process, Subsections 9.2 and 9.3, page 5, **DELETE** in their entirety and **SUBSTITUTE** with the following:
  - 9.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
  - 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 by the City Attorney's Office.
3. To Section 10, Submission of Questions, Subsection 10.1, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:

### **10. SUBMISSION OF QUESTIONS:**

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

Public Works Contracts  
525 B Street, Suite 750  
San Diego, California, 92101  
Attention: Antoinette Sanfilippo

OR:

[ASanfilippo@sandiego.gov](mailto:ASanfilippo@sandiego.gov)

#### **D. INSTRUCTIONS TO BIDDERS**

1. To Section 1, Prequalification of Contractors, Subsection 1.2, page 7, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.

#### **E. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To Attachment E, Supplementary Special Provisions, Section 2, Scope and Control of Work, Subsection 2-3.2, Self Performance, page 30, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - 2-3.2 Self Performance.** To the "GREENBOOK", **DELETE** in its entirety and **SUBSTITUTE** with the following:
    1. You shall perform, with your own organization, Contract Work amounting to at least 20% of the base Bid **AND** 20% of any alternates.
2. To Attachment E, Supplementary Special Provisions, Section 4, Control of Materials, Subsection 4-1.3.4, Inspection Paid For By the Contractor, page 34, **DELETE** in its entirety.
3. To Attachment E, Supplementary Special Provisions, Section 4, Control of Materials, Subsection 4-1.3.5, Special Inspection, item 5, page 34, **DELETE** in its entirety.

**F. ADDITIONAL CHANGES**

1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **~~Stricken out.~~**

<b>Section</b>	<b>Item Code</b>	<b>Description</b>	<b>UoM</b>	<b>Quantity</b>	<b>Payment Reference</b>
MAIN BID	236220	<del>Inspection Paid For By the Contractor (EOC Type II)</del>	LS	1	4-1.3.4.1

James Nagelvoort, Director  
Public Works Department

Dated: *February 7, 2018*  
San Diego, California

JN / RWB / cc

**Bid Results**

**Bidder Details**

**Vendor Name** Houalla Enterprises Ltd.  
**Address** 2610 Avon St.  
 Newport Beach , CA 92663  
 United States  
**Respondee** Richard Quattrocchi  
**Respondee Title** Project Manager/Estimator  
**Phone** 949-515-4350 Ext. 16  
**Email** estimating@metrobuilders.com  
**Vendor Type** PQUAL,CADIR  
**License #** 597589  
**CADIR** 1000002925

**Bid Detail**

**Bid Format** Electronic  
**Submitted** February 20, 2018 1:24:14 PM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 132820  
**Ranking** 0

**Respondee Comment**

**Buyer Comment**

**Attachments**

File Title	File Name	File Type
Cirtification	Contractor's Certification of Pending Actions - Scan.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Bid Bond	Bid Bond - Scan.pdf	Bid Bond

**Line Items**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	<b>Main Bid</b>					
1	Mobilization					
	238120	LS	1	\$118,000.00	\$118,000.00	
2	University Heights Water Tower Work					
	238110	LS	1	\$736,032.00	\$736,032.00	
3	Field Orders (EOC Type II)					
		AL	1	\$100,000.00	\$100,000.00	
4	Bonds (Payment and Performance)					
	524126	LS	1	\$23,600.00	\$23,600.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
5	Building Permits (EOC Type I)					
	236220	AL	1	\$10,000.00	\$10,000.00	
6	WPCP Development					
	541330	LS	1	\$8,850.00	\$8,850.00	
7	WPCP Implementation					
	238110	LS	1	\$29,500.00	\$29,500.00	
8	Exclusive Community Liaison Services					
	541820	LS	1	\$11,800.00	\$11,800.00	
				<b>Subtotal</b>	<b>\$1,037,782.00</b>	
				<b>Total</b>	<b>\$1,037,782.00</b>	

**Subcontractors**

Name & Address	Description	License Num	CADIR	Amount	Type
<b>Alvarez And Shaw, Inc</b> 13080 Hwy 8 Business el cajon, CA 92021 United States	Structural Concrete, Excavation and potholing.	986171	1000052129	\$82,000.00	CADIR,DBE,ELBE,LAT,MALE,SDB
<b>AirX Utility Surveyors, Inc.</b> 2534 - East El Norte Parkway Suite C Escondido, CA 92027 United States	Utility Mark-out time with 1- man crew, Locator Truck and Equipment, and Admin processing time	830790	1000008968	\$1,861.43	CAU,FEM,SLBE,CADIR,WBE,WOSB
<b>QSB Construction</b> 365 W. Second Ave ste 215 Escondido, CA 92025 United States	Excavation, demolition	956107	1000004298	\$38,000.00	LAT,FEM,PQUAL,SLBE,DBE,MBE,CADIR,WBE