

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Damian Singleton, Contract Administrator, email: dsingleton@sandiego.gov
Phone No. 619-235-5272, Fax No. 619-236-5904
M ORIQAT / NB / LS



CONTRACT DOCUMENTS

FOR WATER GROUP JOB 947

VOLUME 1 OF 2

BID NO.: _____ **K-13-1063-DBB-3**
SAP NO. (WBS/IO/CC): _____ **B-11043**
CLIENT DEPARTMENT: _____ **2000**
COUNCIL DISTRICT: _____ **4**
PROJECT TYPE: _____ **KB**

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

BID DUE DATE:

**2:00 P.M.
NOVEMBER 28th, 2012
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1200 THIRD AVENUE, SUITE 200, MS 56P
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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


For City Engineer

10-1-12 Seal:
Date



((((((((((((((((((((ATTENTION))))))))))))))))))

The 2010 edition of the City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”) now contains the following distinct Contract Documents:

- 1) ***Equal Opportunity Contracting Program Requirements*** - This Contract Document sets forth the standard requirements for the City’s equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.

- 2) ***City Supplement*** – The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction (“The GREENBOOK”), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

Certain parts of the City Supplement have been highlighted in yellow for the convenience of the users only and shall not affect the interpretation of the Contract.

To obtain The GREENBOOK contact the publisher at: <http://www.bnibooks.com>

The WHITEBOOK is available only in electronic format under Engineering Documents and References at: <http://www.sandiego.gov/engineering-cip/>

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REQUIRED DOCUMENTS SCHEDULE

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

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

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

| ITEM | WHEN | BY | WHAT |
|------|---|---------------------|---|
| 1. | BID DUE DATE/TIME | ALL BIDDERS | Proposal (Bids) |
| 2. | BID DUE DATE/TIME | ALL BIDDERS | Bid Bond |
| 3. | BID DUE DATE/TIME | ALL BIDDERS | Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 |
| 4. | BID DUE DATE/TIME | ALL BIDDERS | Contractors Certification of Pending Actions |
| 5. | BID DUE DATE/TIME | ALL BIDDERS | Equal Benefits Ordinance Certification of Compliance |
| 6. | BID DUE DATE/TIME | ALL BIDDERS | Form AA35 - List of Subcontractors |
| 7. | BID DUE DATE/TIME | ALL BIDDERS | Form AA40 - Named Equipment/Material Supplier List |
| 8. | WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS | ALL BIDDERS | SLBE-ELBE Good Faith Documentations |
| 9. | WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS | ALL BIDDERS | Form AA60 – List of Work Made Available |
| 10. | WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS | ALL BIDDERS | Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs. |
| 11. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided. |

REQUIRED DOCUMENTS SCHEDULE

| ITEM | WHEN | BY | WHAT |
|------|--|---------------------|---|
| 12. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License |
| 13. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Form BB05 - Work Force Report |
| 14. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contract Forms - Agreement |
| 15. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contract Forms - Payment and Performance Bond |
| 16. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Certificates of Insurance and Endorsements |
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| 19. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contractors Standards - Pledge of Compliance |
| 20. | BY 5th OF EACH MONTH | CONTRACTOR | Form CC20 - Monthly Employment Report |
| 21. | BY 5th OF EACH MONTH | CONTRACTOR | Form CC25 - Monthly Invoicing Report |
| 22. | PRIOR TO ACCEPTANCE | CONTRACTOR | Form CC10 - Contract Change Order (CCO) |
| 23. | PRIOR TO ACCEPTANCE | CONTRACTOR | Form CC15 - Final Summary Report |
| 24. | PRIOR TO ACCEPTANCE | CONTRACTOR | Affidavit of Disposal |

SPECIAL NOTICE
SMALL LOCAL BUSINESS ENTERPRISES (SLBE)
AND
EMERGING LOCAL BUSINESS ENTERPRISES (ELBE)
PROGRAM

1. **INTRODUCTION.** This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City’s EOCP Requirements included in The WHITEBOOK.
 - 1.1. The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.
2. **AMENDMENTS TO THE CITY’S GENERAL EOCP REQUIREMENTS.**
 - III. **Equal Employment Opportunity Outreach Program (A).** **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. **AMENDMENTS TO THE CITY’S EOCP SLBE-ELBE REQUIREMENTS.**
 - VIII. **Subcontracting Efforts Review and Evaluation (2b).** **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - b) “Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for bids or proposals for a minimum of 10 Working Days before the Bid or Proposal due date.”
 - VIII. **Subcontracting Efforts Review and Evaluation (3) and (4).** **DELETE** in its entirety and **SUBSTITUTE** with the following:
 3. Good Faith Effort Documentation Requirements

If the stated SLBE-ELBE subcontractor participation percentages are not met, the Bidder shall submit, within 3 Working Days of the Bid opening, information necessary to establish adequate good faith efforts were taken to meet the contract subcontractor participation percentages. The required documentation includes the following:
 - A. **SLBE-ELBE WRITTEN SOLICITATION REQUIREMENTS**

Bidders must solicit SLBE-ELBE firms on the City’s approved SLBE-ELBE list. Solicitations for subcontract/vendor work must comply with the following requirements:

1. The solicitation must be project specific, dated and include bid number and project name. ***Solicitations must be made to the SLBE-ELBE firms at least 10 business days prior to bid opening.***
 - 1.1. Broadcast solicitation is acceptable.
2. Solicitation must state which items or portions of work the bidder is requesting subcontractor/vendor pricing.
 - 2.1 It is the bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE participation percentage was made available to SLBE-ELBE firms. The bidder should make as many items of work available as possible to meet the SLBE-ELBE participation percentage, and at a minimum an amount of work equal to the SLBE-ELBE participation percentage. If necessary to reach the SLBE-ELBE participation percentage, the work should include those items normally performed by the bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
3. Solicitation must state that plans and specs are available at no cost to interested SLBE-ELBE firms and how to obtain them.
4. Solicitations must state that assistance is available from the bidder for SLBE-ELBE firms in obtaining necessary equipment, supplies, or materials.
5. Solicitations must state that assistance is available from the bidder for SLBE-ELBE firms in obtaining bonding, lines of credit or insurance.
6. Bidder must solicit ***ALL*** City of San Diego Certified SLBE-ELBE firms who have the NAICS code for the subcontractor/vendor work sought by the general contractor.
 - 6.1. Bidders are not required to contact SLBE-ELBE firms that are noted as "General Contractor Only – Does not provide services as a subcontractor" in the PRISM compliance database or on the listing provided on the City website.
7. Bidders must provide copies of ***ALL*** solicitations with one of the following forms of verification ***that the solicitations were sent:*** a) If mailed: provide copies of the metered envelopes or certified mail receipts b) If faxed: provide copies of the fax transmittal confirmation sheet(s) c) If emailed: provide copies of the email delivery confirmation sheet(s). No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

- 7.1. When utilizing broadcast method bidder must clearly identify SLBE-ELBE firm on verification documentation submitted with GFE.

B. SLBE-ELBE WRITTEN SOLICITATION FOLLOW UP REQUIREMENTS

Bidders must follow-up with all SLBE – ELBE firms that were notified of the subcontracting/vendor opportunities to determine their level of interest and commitment to bid the project. When following up with the SLBE – ELBE firms, the bidder must do the following:

1. Follow up communications must start no less than 5 business days prior to bid opening.
2. Bidders must make at least three follow-up telephone calls to each SLBE – ELBE firm.
 - 2.1. Bidders are not required to make and/or may stop making follow-up telephone calls once the SLBE-ELBE firm has provided written verification accepting or declining to bid the project. Written verification from SLBE-ELBE firm must be project specific.
 - 2.2. Bidders must provide copy of written verification received from SLBE-ELBE firms with Good Faith Effort documentation.
 - 2.3. Submit a telephone log, as proof of telephone calls, with the following requirements: project name, name of person making the phone call, name of firm contacted, contact person's name, date of call, time of call, and details of conversation.

C. SUBCONTRACT AWARD SUMMARY

Bidders must act in good faith with interested SLBE-ELBE firms and may only reject bids for legitimate business reasons. The bidder must submit the following documentation:

1. A **DETAILED** summary sheet which includes bid item number, scope of work, subcontractor/vendor name, bid amount, certification type, subcontractor/vendor selection and reason for selection / non-selection of all the subcontractors/vendors that responded.
2. Copies of all subcontract/vendor bids received including bids for areas of work that were not included in the outreach and bids from both certified and non-certified subcontractors/vendors. If the Bidder decides to Self-Perform a scope of work, the Bidder **MUST** submit a detailed bid to show that the Bidder's price is competitive to the price of the subcontractors/vendors that responded to outreach efforts. All verbal bids **MUST** be substantiated by corresponding written bid from subcontractors/vendors.

D. OUTREACH ASSISTANCE REQUIREMENTS

Written notice of subcontractor/vendor opportunities must be forwarded to local organizations or groups to assist with outreach efforts. When contacting local organizations or groups, the Bidder **must do** the following:

1. Contact a minimum of 5 local organizations or groups to provide assistance in contacting, recruiting and using SLBE-ELBE firms by written notice. For a listing of organizations or groups offering assistance, please visit the City of San Diego Equal Opportunity Contracting home page at <http://www.sandiego.gov/eoc/>
2. Written notice must indicate the date of the notice and name of the local organization or group. ***Written notices must be forwarded to the organizations or groups at least 10 business days prior to bid opening.***
3. Written notice must state which items or portions of work the bidder is requesting subcontractor/vendor pricing.
 - 3.1. It is the bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE participation percentage was made available to SLBE-ELBE firms. The bidder should make as many items of work available as possible to meet the SLBE-ELBE participation percentage, and at a minimum an amount of work equal to the SLBE-ELBE participation percentage. If necessary to reach the SLBE-ELBE participation percentage, the work should include those items normally performed by the bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
4. Written notice must state that plans and specs are available at no cost to interested SLBE-ELBE firms and how to obtain them.
5. Written notice must state that assistance is available from the bidder for SLBE-ELBE firms in obtaining necessary equipment, supplies, or materials.
6. Written notice must state that assistance is available from the bidder for SLBE-ELBE firms in obtaining bonding, lines of credit or insurance.
7. Bidders must provide copies of ***ALL*** notices with one of the following forms of verification that the notices were sent: a) If mailed: provide copies of the metered envelopes or certified mail receipts b) If faxed: provide copies of the fax transmittal confirmation sheet(s) c) If emailed: provide copies of the email delivery confirmation sheet(s). No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

XI. Suppliers. Last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

For the purpose of achieving the mandatory subcontractor participation percentage, the City will not account for the Field Orders, Additive or Deductive, and Allowance Bid Items (when shown by the City as Allowance – Type II in the Bid and Proposal forms) in the calculation. Allowance – Type I Bid Items are part of the Base Bid integral to the SOW.

4. SUBCONTRACTING PARTICIPATION PERCENTAGES. The Bidders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all certified Subcontractors including SLBEs, ELBEs, DBEs, MBEs, WBEs, DVBEs and OBEs.

4.1. 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 | 8.1% |
| 2. ELBE participation | 14.2% |
| 3. Total mandatory participation | 22.3% |

4.2. For the purpose of achieving the mandatory subcontractor participation percentage, the City will not account for the Field Orders, Additive or Deductive, and Allowance Bid Items (when shown by the City as Allowance – Type II in the Bid and Proposal forms) in the calculation. Allowance – Type I Bid Items are part of the Base Bid integral to the SOW.

5. PRE-BID CONFERENCE. A Pre-Bid Conference is scheduled for this contract as specified in the Invitation to Bids. The purpose of this meeting is to inform Bidders of the submittal requirements and provisions relative to the SLBE Program. Bidders are strongly encouraged to attend the Pre-Bid Conference to better understand the Good Faith Effort requirements of this contract.

6. MANDATORY CONDITIONS. Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions.

6.1. Bidder’s inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**

6.2. Bidder’s submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Day of the Bid opening if the overall mandatory participation percentage is not met.

7. **BID DISCOUNT.** This contract is subject to the Bid Discount program as described in The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2).
8. **RESOURCES.** The current list of certified SLBE-ELBE firms can be found on the EOC Department website at <http://www.sandiego.gov/eoc/>

CITY OF SAN DIEGO, CALIFORNIA

INVITATION TO BIDS

- RECEIPT AND OPENING OF BIDS:** Bid(s) will be received at the Public Works Contracting Group at the location, date and time shown on the cover of these specifications for performing work on the following project (Project):

WATER GROUP JOB 947

- DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

Installation of 12" Water main, Water services, Fire hydrant in the Mid-City Eastern Community area.

The Work shall be performed in accordance with:

Bid No. **K-13-1063-DBB-3** and Plans numbered **36507-01-D** through **36507-09-D**, inclusive.

- ENGINEER'S ESTIMATE:** The Engineer's estimate of the most probable price for this contract is **\$750,000.00**.
- LOCATION OF WORK:** The location of Work is as follows:

Federal Boulevard between 47th Street and Euclid Avenue

- CONTRACT TIME:** The Contract Time for completion of the Work shall be **150 Working Days**.
- CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

The City has determined the following licensing classification(s) for this contract:

| Option | Classification(s) |
|--------|-------------------|
| 1 | CLASS A |
| 2 | CLASS C34 |

The Bidder shall satisfy the licensing requirement by meeting **at least** one of the listed options.

- PRE-BID CONFERENCE:** There will be a Pre-Bid Conference to discuss the scope of the project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the **Public Works Contracting Group Conference Room** at **1200 Third Avenue, Suite 200, San Diego, CA 92101** at **10:00 AM**, on **OCTOBER 30th, 2012**

All potential bidders are encouraged to attend.

To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 236-6000 at least 5 Working Days prior to the Pre-Bid Conference to ensure availability.

8. CITY CONTACT INFORMATION:

See the cover of the Contract Documents.

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

1. STANDARD SPECIFICATIONS

| Document No. | Filed | Description |
|--------------|----------|---|
| PITS0504091 | 05-04-09 | Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition |
| PITS090110-1 | 09-01-10 | City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update * |
| AEC1231064 | 12-31-06 | California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006) |
| 769023 | 09-11-84 | Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause |

NOTE: The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

2. STANDARD DRAWINGS

| Document No. | Filed | Description |
|--------------|----------|--|
| AEC1230163 | 12-31-06 | City of San Diego Standard Drawings* |
| N/A | Varies | City Standard Drawings - Updates Approved For Use* |
| AEC0925061 | 09-25-06 | Caltrans 2006 U.S. Customary Unit Standard Plans |

NOTE: *Available online under Engineering Documents and References at: <http://www.sandiego.gov/engineering-cip>.

10. WAGE RATES: Prevailing wages are not applicable to this project unless specified otherwise on the cover page of these specifications and when included in these specifications. See Funding Agency Provisions that follow this Invitation to Bid for more information.

11. INSURANCE REQUIREMENTS: Upon receipt of the City’s Notice of Intent to Award letter, the Contractor will be asked to submit all certificates of insurance and endorsements to the City.

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.

You must ensure all required insurance certificates and endorsements are submitted accurately and on time. Failure to provide the requisite insurance documents by the date stated in the City’s Notice of Intent to Award will result in delay of contract award and may result in annulment of the contract award or other more severe sanctions as provided in the City’s Municipal Code §22.0807(e),(3)-(5).

Tony Heinrichs,
Director
Public Works Department

INSTRUCTIONS TO BIDDERS

- 1. PREQUALIFICATION OF CONTRACTORS:** The contractor(s) who intend to submit Bid or Proposal in response to this invitation to bid, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for the total amount proposed, inclusive of all alternate bid items or the specified Task Order limits prior to the date of Bid submittal.

Bids from contractors who have not been pre-qualified as applicable, and Bids that exceed the maximum dollar amount at which contractors are pre-qualified, will be deemed **non-responsive** and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

<http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml>

The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Projects Department Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

- 2. CONTRACTOR REGISTRATION:** Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- 3. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 4. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitation to 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 Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
- 5. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
- 6. SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
- 7. AWARD PROCESS:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

- 8. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- 9. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
- 10. QUESTIONS:** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

Questions received less than 14 days prior to the date for opening of Bids may not be answered.

Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.

- 11. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 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.
- 12. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including 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, before the Contract can be executed.
- 13. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

The entire specifications for the bid package do not need to be submitted with the bid. Bidder shall complete and submit, only, all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid.

The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

Bids and certain other specified forms and documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

14. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):

With the exception of the contracts valued \$5,000 or less, GRC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

A Bid received without the specified bid security will be rejected as being **non-responsive**.

15. AWARD OF CONTRACT OR REJECTION OF BIDS:

This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Incomplete price schedules will be rejected as being **non-responsive**.

The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.

Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.

Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Invitation to Bids.

The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

- 16. BID RESULTS:** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Due to time constraints, Bid results cannot be given out over the telephone.

- 17. THE CONTRACT:** 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 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working 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.

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.

For contracts that are not Design-Build, 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 10 Working 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.

The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal 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.

19. DRUG-FREE WORKPLACE:

a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is

prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contractor shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Contract Specialist, Public Works Contracting Group.

20. AMERICANS WITH DISABILITIES ACT:

- a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

- b) Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of the Contractor directly engaged in the performance of Work.

- c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.
- i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
 - ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
 - iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.

21. CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE: This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of this contract, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf.

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

“Compliance with San Diego Municipal Code §22.3224: Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 (“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.”

22. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL: The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

<http://www.sandiego.gov/eoc/laborcompliance/#manual>.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.

- 23. PAYROLL RECORDS:** The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

- 24. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of §§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.

- 25. EQUAL BENEFITS:** This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

“During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

- 26. LIMITED COMPETITION:** When designated as restricted competition on the cover page, this contract may only be bid by the Contractors on the approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.

27. PRE-AWARD ACTIVITIES:

Pre-award Submittals - The Apparent Low Bidder (or winner in case of Design-Build contracts) shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and ORTIZ CORPORATION, herein called "Contractor" for construction of WATER GROUP JOB 947; Bid No. K-13-1063-DBB-3, in the amount of SIX HUNDRED FORTY THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS AND 70/100 (\$640,679.70), which is comprised of the Base Bid plus Additive Alternate A.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) That certain documents entitled WATER GROUP JOB 947, on file in the office of the City Clerk as Document No. B-11043, as well as all matters referenced therein.
2. 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 Project Name, WATER GROUP JOB 947, Bid Number K-13-1063-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 Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

**CONTRACT FORMS (continued)
AGREEMENT**

IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. R - _____ or ~~Municipal Code~~ **Charter** section **265** authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By 

By 

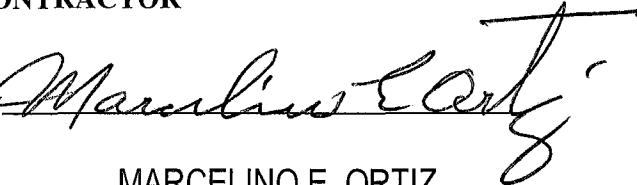
Print Name: Paul D. Chapin
Mayor or designee

Print Name: Pedro De Lara Jr.
Deputy City Attorney

Date: 2/20/13

Date: 3/6/13

CONTRACTOR

By 

Print Name: MARCELINO E. ORTIZ

Title: PRESIDENT

Date: 01/16/2013

City of San Diego License No.: B1996008117

State Contractor's License No.: 602454

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

ORTIZ CORPORATION, a
 corporation, as principal, and International Fidelity 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 **SIX HUNDRED FORTY THOUSAND SIX HUNDRED SEVENTY-NINE**
DOLLARS AND 70/100 (\$640,679.70) for the faithful performance of the annexed contract,
 and in the sum of **SIX HUNDRED FORTY THOUSAND SIX HUNDRED SEVENTY-NINE**
DOLLARS AND 70/100 (\$640,679.70) for the benefit of laborers and materialmen designated
 below.

Conditions:

If the Principal shall faithfully perform the annexed contract **WATER GROUP JOB 947**, Bid
 Number **K-13-1063-DBB-3**, San Diego, California then the obligation herein with respect to a faithful
 performance shall be void; otherwise it shall remain in full force.

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

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

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

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

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

Dated January 14, 2013

Approved as to Form and Legality

Ortiz Corporation

Principal

By 

Marcelino E. Ortiz - President
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney

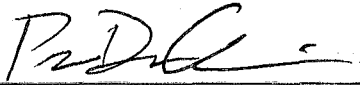
International Fidelity Insurance Company

Surety

By 

Bart Stewart, Attorney-in-fact

Approved:



Mayor or designee

13400 Sabre Springs Parkway, Suite 245

Local Address of Surety

San Diego, CA 92128

Local Address (City, State) of Surety

858.513.1795

Local Telephone No. of Surety

Premium \$ 5,764

Bond No. SDIFSU0591888

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BART STEWART

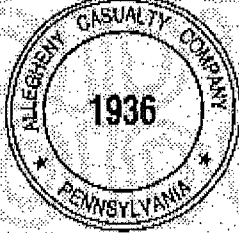
Encinitas, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto; bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto; such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012:

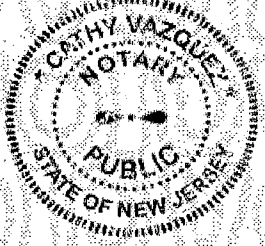


STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of January, 2013

MARIA BRANCO, Assistant Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 01-14-13 before me, Laura Ashley Aceves, Notary Public
(Here insert name and title of the officer)

personally appeared Bart Stewart

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]

 Signature of Notary Public

(Notary 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 _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- 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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

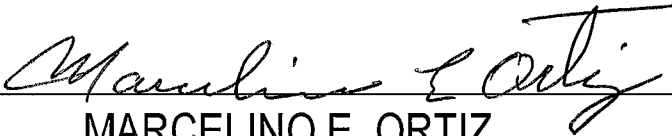
PROJECT TITLE: WATER GROUP JOB 947

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 INSTRUCTION TO BIDDERS, "Drug-Free Workplace", of the project specifications, and that;

ORTIZ CORPORATION

(Name under which business is conducted)

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

Signed 
Printed Name MARCELINO E. ORTIZ
Title PRESIDENT

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

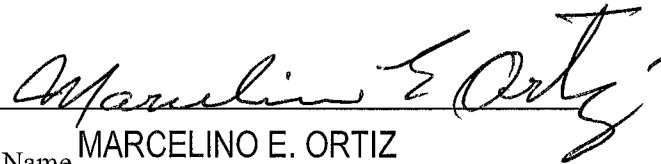
PROJECT TITLE: WATER GROUP JOB 947

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 INSTRUCTION TO BIDDERS, "American With Disabilities Act", of the project specifications, and that;

ORTIZ CORPORATION

(Name under which business is conducted)

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

Signed 
Printed Name MARCELINO E. ORTIZ
Title PRESIDENT

CONTRACTOR CERTIFICATION

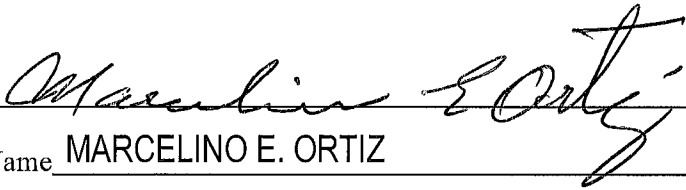
CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: WATER GROUP JOB 947

I declare under penalty of perjury that I am authorized to make this certification on behalf of ORTIZ CORPORATION, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

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

Dated this 16TH Day of JANUARY, 2013.

Signed 
Printed Name MARCELINO E. ORTIZ
Title PRESIDENT

AFFIDAVIT OF DISPOSAL

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

WATER GROUP JOB 947

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-13-1063-DBB-3**; SAP No. (WBS/IO/CC) **B-11043** and **WHEREAS**, the specifications 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 _____, 2_____.

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

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:

STYLE OF SPECIFICATIONS

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for “Plain Language” to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's." Similarly, interpret "we" and “us” as "the City" and "our" as "the City's.”

PART 1 – GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

Agency – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

Certificate of Compliance – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Certificate of Compliance – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

Contract Documents – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bids, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City’s EOC Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bids or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk’s Guaranteed Maximum Price including written qualifications, assumptions and conditions

thereto and Pre-construction Services Agreement.

ADD: Limited Notice To Proceed – A written notice given from the City to the Contractor that authorizes the Contractor to start a limited amount of work that is not Construction Work, such as finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, and any other preliminary work done prior to performing Construction Work.

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

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

Notice of Completion (NOC) – ADD the following:

See California Civil Code section 9204.

Samples - Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-1.2.2 Joint Venture Contractors. To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receipt by the Bidder of Contract forms.

2-3.1.2 Subcontractor List. ADD the following:

For Extra Work, the Contractor shall submit Form CC10, “CONTRACT CHANGE ORDER (CCO)” with each CCO proposal. Form CC10 is available for download from the EOCP site at: <http://www.sandiego.gov/eoc/pdf/cc10.pdf>

2-3.2 Self Performance. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

2-3.3 Status of Subcontractors. ADD the following:

With every request for payment, the Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under Change Order by the Contractor and the Subcontractors. The reporting format shall be approved by the Engineer.

2-3.4 Subcontract Requirements. To the City Supplement, ADD the following paragraph:

The Contractor shall ensure that all of its Subcontractors are licensed at the time of the execution of their subcontract agreements. In the event a Subcontractor is not properly licensed, the Contractor shall cease payment to Subcontractor for all work performed when the Subcontractor was improperly licensed. Any payment made by the Contractor to a Subcontractor for work performed when the Subcontractor was unlicensed shall be returned to the City.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is the Contractor's responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

2-5.2 Precedence of Contract Documents. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

2-5.2 Precedence of Contract Documents.. If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits (i.e., issued by jurisdictional regulatory agencies)
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Contract and Agreement
- 4) Addenda
- 5) Bid (e.g., price Proposal for Design-Build contracts)
- 6) Request for Proposal (RFP)
- 7) Invitation to Bid
- 8) Instruction to Bidders
- 9) Request for Qualifications (RFQ)
- 10) Special Provisions (i.e., City's EOC Requirements, City Supplement, and Supplementary Special Provisions (SSP))
- 11) Plans
- 12) Construction Documents (for Design-Build contracts)
- 13) Standard Drawings
- 14) Reference Specifications (e.g., GREENBOOK)
- 15) Technical Proposal (for Design-Build contracts)
- 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**.

Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

2-5.3.1 General. DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

2-5.4.1 General. ADD the following:

Source Identification e.g., RFI numbers and Change Order numbers as required to identify the source of the change to the Contract Documents shall be noted.

2-5.4.2 Asset Specific Red-lines (d). ADD the following:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Plans.

ADD the following:

- h) Slurry Seal and Asphalt Overlay Red-Lines: The Contractor shall clearly record on the City provided forms in MS Excel format the actual dates and quantity of each Bid item applied to each street segment and comments regarding each segment. The Contractor shall record reasons if no work is performed.

2-6 WORK TO BE DONE. ADD the following:

In accordance with the provisions of California Law, the Contractor shall possess or require the Subcontractor(s) to possess valid appropriate license(s) for the Work being performed.

2-9.2 Survey Services. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall be responsible for all surveying services or as may be specified in these special provisions.

The payment for survey services shall be included in the various Bid items unless a Bid item for Survey Service has been provided.

2-9.1 Permanent Survey Markers. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall notify the Engineer or the owner on a Private Contract, at least 7 days before starting the Work to allow for the preservation of survey monuments, and benchmarks. The Engineer or the owner on a Private Contract through its Registered Land Surveyor or a Registered Civil Engineer, will, at its cost, file a Corner Record or a Record of Survey referencing survey monuments subject to disturbance in the Office of the County Surveyor in accordance with Business and Professions Code 8771.

The Contractor shall not disturb or permanently cover survey monuments or benchmarks without the consent of the Engineer or the owner on a Private Contract. The Contractor shall bear the expense of uncovering and replacing any that may be disturbed or covered without permission. When a change is made in the finished elevation of the pavement of any roadway in which a street survey monument is located, the Contractor shall adjust the monument riser ring to the new grade within 7 days of finished paving unless otherwise specified in the Special Provisions. If a referenced monument is unable to be reset in its original location due to improvements, the Contractor shall establish the reset monument in a location approved by the Engineer.

Replacing and establishing survey references e.g., survey monuments and benchmarks shall be done only under the direction of the Engineer by a Registered Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

2-10 AUTHORITY OF BOARD AND ENGINEER. ADD the following:

Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the Engineer under this Agreement.

2-11 INSPECTION. ADD the following:

The City may utilize field inspectors to assist the Engineer during construction in observing performance of the Contractor. The inspector is for the purpose of assisting the Engineer and shall not be confused with an inspector with a City regulatory agency or with a Special Inspector.

Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Contract Documents.

The Contractor's quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor included in the Bid price.

ADD: 2-17 CONTRACTOR REGISTRATION.

The Contractor, Subcontractors, and Suppliers shall register with the City's EOCP via Prism® i.e., the City's web-based contract compliance portal at: <https://pro.prismcompliance.com/contractor/plugins/pages/contractormenu.aspx>.

The Contractor shall ensure that proposed Subcontractors and Suppliers have completed the registration prior to Notice of Intent to Award. If the Contractor fails to have its Subcontractors and Suppliers registered after the NTP has been issued, the City will withhold a minimum of 10% in addition to the Retention from all invoices submitted until the Contractor and all listed Subcontractors and Suppliers are properly registered in PRISM.

SECTION 3 – CHANGES IN WORK

3-3.2.2 Basis for Establishing Costs. To the City Supplement, item (a) Labor, first and second paragraphs, DELETE in their entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., "PUBLIC WORKS PAYROLL REPORTING FORM" which is available at <http://www.sandiego.gov/eoc/pdf/payrollreport.pdf> to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

The payment for payroll records shall be included in the various Bid item unless a separate Bid item has been provided.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.1 General. First paragraph, ADD the following:

Other standard items or materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Special Provisions. For a list of these items or materials, the Contractor may refer to the Contract Documents.

4-1.3.5 Special Inspections. To the City Supplement, ADD the following:

Special Inspection and testing by the Special Inspectors shall meet the minimum requirements of the prevailing Codes and by the City's Development Services Department (DSD) and reference in <http://www.sandiego.gov/development-services/industry/special.shtml>

4-1.5 Certificates of Compliance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

4-1.5 Certificates of Compliance. DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

4-1.6 Trade Names or Equals. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its list of proposed substitutions for "an equal" ("or equal") item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on a City form when provided by the City.
- b) The request for substitution shall include the following information:
 - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.

- ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 - iii. All variations of the proposed substitute from the items originally specified will be identified.
 - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City's review of the substitution requests.
 - d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor's expense additional data about the proposed substitute.
 - e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.
 - f) The lack of action(s) on the Engineer's side within the Contractor's requested time shall not constitute acceptance of the substitution.
 - g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
 - h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
 - i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.
 - j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
 - k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
 - l) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.2 Commencement of Work. To the GREENBOOK and the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Unless specified otherwise, construction shall start within 5 Working Days after NTP and be diligently prosecuted to completion within the Contract Time. The Contractor shall not start any construction activity at the Site until the Pre-construction Meeting is held and the NTP has been issued by the Engineer.

Upon the Contractor's written request, the City may delay the NTP as follows:

- a) Up to 5 Working Days from the Pre-construction Meeting, or
- b) Up to 40 Working Days from the Limited NTP for the preparation, submittal, obtaining approval for and filing of the PRDs in accordance with 801, "STORM WATER POLLUTION CONTROL," or
- c) Up to 60 Working Days from the Limited NTP for the preparation, submittal, and approval of the TCP on "D-sheets" when specified in 7-10.2, "Traffic Control."

The Contractor shall notify SDG&E at least 10 Working Days prior to excavating within 10' of SDG&E Underground High Voltage Transmission Power Lines (i.e., 69 KV and higher).

For areas that do not require engineered TCP on D-sheets, the Contractor may at any time after the Pre-construction Meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If the Contractor decides to commence the construction work before the completion of the D-sheet TCPs, the Contractor shall forfeit the 60 Working Days specified here. The D-sheet TCP shall be done concurrently and no additional time will be granted.

For paving Work, the Contractor shall coordinate the Work to facilitate the installation and protection of the new curb ramps and associated concrete work prior to commencing the asphalt overlay operations. The Work at a specific location shall not commence until all layouts and measurements are agreed upon by both the Contractor and the Engineer.

ADD: 6-1.8 Pre-construction Meeting. Within 20 Working Days from the Limited NTP the Engineer will schedule a mandatory pre-construction meeting (Pre-construction Meeting) with the Contractor. The agenda will include items such as NTP, design services and submittal and review process for Design-Build contracts, critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

6-7.1 General. To the City Supplement, ADD the following:

- d) If weather condition is suitable, the Contractor shall complete each street segment within 15 Working Days from the day the slurry seal or asphalt overlay is placed. Each completed segment shall include other incidental Work items e.g., weed abatement, damaged asphalt pavement replacement, asphalt patching, resurfacing, striping, markings, raised pavement markers, and inlet markers.

ADD: 6-8.1 Completion. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.1 Completion. The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.

6-8.2 Acceptance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.2 Acceptance. Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.

6-8.3 Warranty. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.3 Warranty. Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 3 years:
 1. Work under Section 500 (requires Long Term Warranty Contract (LTWC))
 2. DWT Construction (requires manufacturer's warranty)
 3. LED signal modules (requires manufacturer's warranty)
- d) Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
- e) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- f) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- g) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- h) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- i) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- j) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- k) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

6-9 LIQUIDATED DAMAGES. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

MODIFY to increase the daily value from \$250 to \$1,000 for contracts with a value of over \$100,000.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

ADD: 7-3.1 Policies and Procedures.

- a) You must procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or subcontractors.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.
- d) Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- e) Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

ADD: 7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

ADD: 7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance

maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of the Contractor's insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit. The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

ADD: 7-3.6 Deductibles and Self-Insured Retentions. You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

ADD: 7-3.7 Reservation of Rights. We reserve 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. We 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.

ADD: 7-3.8 Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

ADD: 7-3.9 Excess Insurance. Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

7-4 WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

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

a) In accordance with the provisions of §3700 of the California Labor Code, you must provide at its 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.

b) Limits for this insurance must be not less than the following:

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

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

7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-5 PERMITS, FEES, AND NOTICES. To the City Supplement, DELETE item e) in its entirety.

7-8.6 Water Pollution Control. ADD the following:

- a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.
- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.
- c) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, "CHANGES IN WORK."

7-10.1 Traffic and Access. To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two 2 Working Days prior to construction activities affecting the agencies:

| | | |
|----------------------------|--------------------------------|-------------------------|
| Fire Department Dispatch | (Street or alley closure) | (858) 573-1300 |
| Police Department Traffic | (Street or alley closure) | (858) 495-7800 |
| Street Division/Electrical | (Traffic signals) | (619) 527-7500 |
| U.S. Navy | (32nd Street Naval Station) | (619) 556-1319 |
| Underground Service Alert | (Any excavation) | (800) 422-4133 |
| MTS | (Street Closure and Bus Stops) | (619) 238-0100 Ext 6451 |

7-10.6 Traffic Plate Bridging. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day shall be protected by adequately designed barricades and structural steel plates [plates] that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from authorities concerning the use of any bridging proposed on the Work.

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.
- c) For the minimum thickness of plates refer to Table 7-10.6(A):

Table 7-10.6(A) - Trench Width / Minimum Plate Thickness

| Trench Width | Minimum Plate Thickness |
|-----------------|-------------------------|
| 10" (0.25 m) | 1/2" (13 mm) |
| 1'-11" (0.58 m) | 3/4" (19 mm) |
| 2'-7" (0.80 m) | 7/8" (22 mm) |
| 3'-5" (1.04 m) | 1" (25 mm) |
| 5'-3" (1.6 m) | 1 3/4" (44 mm) |

For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the Engineer.

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.
- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.
- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
 - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
 - ii. Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.

- h) The Contractor shall be responsible for maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the City's station 38, or a member of the public of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for the City to perform necessary repairs that will be invoiced at actual cost including overhead

or \$500 per incident, whichever is greater. Failure by the Contractor to comply may result in automatic grounds suspension of permit, Contract, or both.

- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for traffic plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD: 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from the Contractor's action or failure to take the necessary measures to prevent such damages and injuries.

The Contractor shall be responsible for payment of any fines resulting from citations issued to the City by either the federal, state, or local environmental and safety enforcement agencies due to the Contractor's failure to abide by applicable safety, health, and environmental standards.

ADD: 7-21 ELECTRONIC COMMUNICATION.

The Contractor shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, and transmittals to the Virtual Project Manager (VPM) website established for the Project. The Contractor shall maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule. The Contractor shall review and act on all communications addressed to the Contractor in the VPM project website. A user's guide to the VPM system is available on the City's website and will be provided to the Contractor at the preconstruction meeting. The payment for electronic communications shall be included in the various Bid items.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplement, DELETE in its entirety.

PART 2 - CONSTRUCTION MATERIALS

SECTION 207 – PIPE

ADD: 207-17.2.3 Pipe Manufacturer. Pipe, fittings, couplings, and joints as manufactured or distributed by J-M Manufacturing Company shall not be used on this contract.

207-26.1.1 Polymer Concrete Water Meter Boxes. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Boxes and covers to be installed in traffic areas shall have a reinforced polymer concrete frame and cover designed for AASHTO H-20 traffic loading. Boxes and covers to be installed in non-traffic areas shall have reinforced polymer concrete reader lids designed for A-10 traffic loading in accordance with ASTM-C857. Traffic areas are defined as any location in which vehicular traffic is evident or highly likely under normal conditions. Non-traffic areas are locations with no vehicular traffic. Covers shall have a logo reading "PUD WATER" as well as the manufacturer's name or logo cast in the polymer concrete surface. A cover and lid selected at random shall be tested. The cover and lid shall support without failure a total vertical load of at least 1,000 pounds, when supported in a

horizontal position in the meter box. The load shall be applied to the center of the lid by a cylindrical pin, 1,952” in diameter, supported on a 2-thick rubber pad.

Unless provided for as a separate Bid item, payment for Polymer Concrete Box shall be included in the Bid item for water services.

207-26.1.5 Polyvinyl Chloride Pipe 2” Only. To the City Supplement, DELETE in its entirety.

SECTION 216 – DETECTABLE WARNING TILES

216-1.2 Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Materials for DWT specified herein shall be per the City's Approved Materials List (AML). The tiles shall have the manufacturer's logo stamped permanently on the product with identifying information such as model number and type.

- a) The Stainless Steel Cast in Place DWT shall be of 16 gauge Type 304L with an integral micro-texture non-slip surface stamped into the stainless steel plate on the top of the domes and in the field surface between the domes. It shall have an ultra violet stabilized coating.
- b) Vitrified Polymer Composite (VPC) Cast in Place DWT shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. VPC Product shall be provided with a 5-year manufacturer written warranty form materials and installation.
- c) For others materials and a complete listing of material physical property requirements refer to the City's AML.

PART 3 – CONSTRUCTION METHODS

SECTION 302 – ROADWAY SURFACING

302-1.9 Traffic Signal Loop Detectors. To the City Supplement, DELETE the second paragraph and SUBSTITUTE with the following:

Traffic detector loops shall be reinstalled prior to resurfacing of the related street within 15 days from completion of all preparatory work including milling, cutting and grinding. The Contractor shall contact the City of San Diego's Street Division, Traffic Signal Maintenance at 619-527-8052 north of Interstate 8 or 619-527-8053 south of Interstate 8 to request loop layout.

302-4.1 Material. DELETE in its entirety and SUBSTITUTE with the following:

Material shall be Rubberized Emulsion-Aggregate Slurry (REAS) in accordance with 600-3.2 “Materials.”

ADD: 302-5.2 Pavement Restoration Adjacent to Trench. Pavement restoration adjacent to trench shall include the replacement of existing pavement adjacent to the proposed trench and outside the trench limits, that was previously broken or displaced.

Prior to the commencement of the Work, the Contractor shall meet with the Engineer and determine the limits of the pavement to be replaced. If the Contractor does not meet with the Engineer before removing the pavement, all replacement outside the limits of the proposed trench resurfacing shall be at the Contractor’s expense.

Existing pavement shall be removed in accordance with Section 300-1.3.2. Prior to pavement

restoration, existing subgrade shall be prepared in accordance with 301-1, "SUBGRADE PREPARATION." If any existing unsuitable subgrade as determined by the Engineer is encountered, it shall be replaced with imported backfill in accordance with 306-1.3.7, "Imported Backfill" prior to preparation.

302-5.2.1 Measurement and Payment. Payment for pavement restoration adjacent to trench will be made on a square foot basis as shown in the Bid in accordance with 302-6.8, "Measurement and Payment for concrete streets or 302-5.9 "Measurement and Payment. Unless Bid includes separate Bid item(s), the following shall be included in the payment for pavement restoration adjacent to trench:

- a) saw-cutting existing edges,
- b) removal and disposal of existing pavement,
- c) subgrade preparation including imported backfill material,
- d) form work,
- e) placement, curing, and protection of new pavement, and
- f) place full depth AC per CSDSD SDG-107-Type "A".

302-6.1 General. To the City Supplement, Last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Prior to placing concrete, existing subgrade shall be prepared in accordance with 301-1, "SUBGRADE PREPARATION."

If any existing unsuitable subgrade, as determined by the Engineer, is encountered it shall be replaced in accordance with 300-2.2, "Unsuitable Material."

302-6.8 Measurement and payment. To the City Supplement, DELETE in its entirety.

302-13.4 Application. To the City Supplement, DELETE the second paragraph and SUBSTITUTE with the following:

Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or pockets of entrapped air. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee. The width of sealant remaining on the surface shall not exceed 1.5" on either side of the crack. Any debris blown onto adjacent gutters, sidewalks, parkways, medians, intersections or other areas shall be removed prior to the end of the Working Day.

302-13.5 Payment. Payment for Crack Sealing including weed spray, cleaning, and sealing shall be included in the Bid item for Crack Seal unit price per pound. Payment for the weight of crack seal shall be obtained from daily Certified Weighmaster Certificates. The Contractor shall also present daily Weighmaster Certificates for the amount of such material remaining unused at the completion of the work at no cost to the Agency. Payment will be determined by deducting the amount of the unused material from the total amount of material delivered.

SECTION 303- CONCRETE AND MASONRY CONSTRUCTION

303-5.10.2 Payment. To the City Supplement, 2nd paragraph, DELETE in its entirety and SUBSTITUTE the following: Additional concrete sidewalk and curb quantities *beyond the 15'-0"* will be paid for in accordance with the Contract unit price for additional curb and additional sidewalk.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1.2.14 Thrust Blocks and Anchor Blocks. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

At least 10 Working Days prior to construction of thrust blocks and anchor blocks for 16” and larger water mains, the Contractor shall excavate via potholing and expose the soil to the depth of the proposed water main at locations approved by the Engineer. The Engineer will confirm the design when shown on the Plans or will provide the design details within 10 Working Days after the Engineer has observed the exposed Site.

If there are conflicts with adjacent utilities that prohibit the installation of the concrete blocks, the Contractor shall immediately notify the Engineer.

306-1.6 Basis of Payment for Open Trench Installations. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Second paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The unit price bid for pipe and conduit in place shall be considered full compensation for all wyes, tees, bends, monolithic catch basin connections, and specials shown on the Plans; the removal or restoration of interfering portions of existing sewers, storm drains, and existing improvements as shown on Plans; the closing or removing of abandoned conduit and structures; the excavations of the trench; the control of ground and surface waters; the preparation of subgrade; placing, joining and testing pipe; backfilling the trench; permanent resurfacing; disposal of excess excavation; temporary resurfacing when not a Bid item; and all other work necessary to install the pipe or conduit, complete in place.

Third paragraph, after the word "backfill" ADD: "disposal of all excess excavation,"

ADD the following:

- a) The Unit Price bid for thrust and anchor blocks shall include the payment for the thrust blocks and anchor blocks for water main 16” and larger.
- b) Thrust blocks and anchor blocks for water mains 12” and smaller shall be included in the Bid item for water mains.
- c) Payment for subsurface investigations e.g., potholing for thrust blocks and anchor blocks for water mains 16” and larger shall be included in the Bid item for water main.
- d) Payment for meter assembly shall be included in the various Bid items unless a pay item has been provided for Meter Assembly. The concrete pad, fence, gate, associated piping, and coordination with City Forces shall be included in the payment for the meter assembly.
- e) Payment for valves, fire hydrant assembly and marker, fire service assembly, fire service connection, and backflow preventer shall be included in the unit price Bid items for Valves, Fire Hydrant Assembly and Marker, Fire Service Assembly and backflow preventer, Fire Service Connection, and Backflow Preventer.
- f) Removal of existing Fire Hydrant and all appurtenant work shall be included in the Bid item for Fire Hydrant and Assembly and Marker.
- g) Payment for underdrains shall be included in the unit Bid item for “Underdrains.”
- h) The quantity of filter fabric to be paid for will be measured in square yards of the area covered, not including additional fabric for overlap. The quantity of permeable material to be paid will be measured by tons.

ADD: 306-13.2 Pipe Separations. Pipe installation shall be in compliance with the State’s health standards for separation and the following:

- a) The Contractor shall notify the Engineer immediately if sewer and water pipes, whether existing or proposed, are found to be closer than 4’ horizontally or 1’ vertically.
- b) When a proposed water main is installed above an existing sewer main, no connection joints shall be within 8’ outside the sewer main crossing on both sides.
- c) When a proposed water main is installed below an existing sewer main, no connection joints shall be within 10’ of the sewer main crossing on both sides.
- d) When a proposed sewer main is installed above an existing water main, no connection joints shall be within 10’ outside the water main crossing on both sides.
- e) When a proposed sewer main is installed below an existing water main, no connection joints shall be within 4’ outside the water main crossing on both sides.
- f) Dimensions shall be measured from outside pipe wall to outside pipe wall.
- g) If 1’ vertical separation cannot be maintained between proposed and existing utilities, 6” – 11” sand cushion per 200-1.5, “Sand” and 1” neoprene pad shall be installed as shown on Plans. The neoprene pad shall be 1” thick and wide enough to extend a minimum of 6” horizontally beyond the outside pipe wall. Neoprene pads shall have hardness between 50-70 durometers, as manufactured by Hoffmeyer Company, Industrial Rubber Supply, or approved equal. The neoprene pad shall be installed immediately below or on top of the existing utility. The sand cushion shall be placed between the neoprene pad and the proposed pipe.

306-13.3 Utility Crossings. To the City Supplement, DELETE in its entirety.

306-14 WATER SERVICES. To The City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD: 306-14 WATER SERVICES.

Each service shall have its own meter unless specified otherwise on the Plans. Water Services shall conform to 207-25, “POLYVINYL CHLORIDE (PVC) PRESSURE PIPE” and 207-26, “PIPE APPURTENANCES.”

PART 7 – WATER WORKS

SECTION 700 – WORK INVOLVING THE CITY FORCES.

To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

700-1 CITY FORCE WORK.

700-1.1 General.

- a) This subsection covers items of Work that involve coordination with and the services provided by the City Forces. The Contractor shall provide those services that are typically provided by the City Forces, in accordance with the applicable Specifications Specifications here if:
 - 1. additive alternates are awarded, or
 - 2. those services are shown on the Plans or in the Bridging Documents.

- b) The City Forces or the Contractor will be responsible for providing the residents with water service, by means of high-lining (i.e., temporary above ground supply lines), during construction as shown on the Plans.
- c) Only City Forces will isolate the water system, and perform all shutdowns by closing valves on water mains. Trial shutdowns will be performed by the City at all shutdown locations.
- d) The City's Public Utilities Department, (619) 527-7423, shall be notified by the Contractor 20 Working Days prior to beginning of Work that involves high-lining, cutting and plugging of, or making connection to the exiting water mains. The beginning of the Work shall be scheduled at the pre-construction meeting. The City is responsible for cost of the City Forces work. The Engineer will coordinate all interactions between the Contractor and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations.
- e) The Work shall be done in accordance with the applicable AWWA standards and State Department of Public Health codes.
- f) The Contractor shall reconnect existing fire services and fire hydrants, after the acceptance of the new water main. The Contractor shall re-energize fire services and shall coordinate the Work with the property owner(s). The Contractor shall reconnect water services to the meters.

700-1.2 High-lining.

700-1.2.1 High-lining by the City Forces.

700-1.2.1.1 Furnishing Materials. If required in the Contract Documents and a separate Bid item is provided for Contractor furnished materials for City Force's highline work, the Contractor shall furnish the necessary materials for the City Forces' highline work as shown on the Plans to the City. The Contractor shall coordinate closely with the City Forces for the delivery of materials. The delivery location for furnished materials shall be determined by the City Forces. No materials shall be delivered to the City until the City Forces are ready to construct their work. **Unless otherwise specified in the Contract Documents**, the City will retain the high-lining materials at the end of construction if the City performs the high-lining.

700-1.2.1.2 High-Lining Removed by the Contractor. If the City Forces are not available to remove the high-lining materials, the Engineer will direct the Contractor to pickup and deliver all the City high-lining materials to Water Operations Division at: Chollas Station, 2797 Caminito Chollas, San Diego, CA 92105.

The City's Water Utilities coordinator, (619) 527-7423, shall be contacted by the Contractor 5 Working Days before delivery of the high-lining material. After removal of high-lining materials, the Contractor shall repair all trenches created for the installation of the high-line and remove all excess temporary resurfacing materials. No high-lining materials shall be removed until the City Forces have disconnected the high-line from the water system.

700-1.2.1.3 Payment. The payment for the furnished material for the City Force high-line work shall cover materials (i.e., fittings, valves, and hardware) including delivery and unloading. The Contractor will be paid under the Bid item for "Contractor Furnished Materials for the City Forces High-line Work."

If the Contractor requests the City Forces to high-line in excess of what is shown on the Plans, those costs for high-lining will be borne by the Contractor and billed to the Contractor. Costs will be billed at the current hourly rates (loaded) according to the schedule available for the Public Utilities Department.

If high-lining by Contractor is awarded under “Additive Alternate,” payment for high-lining removed by Contractor shall be included in the unit price bid for “High-lining by the Contractor”. Otherwise, if the City Forces install the high-line system and the Contractor is requested to remove the high-lining and deliver at the City designated location, payment shall be in accordance with the unit price bid for “High-lining Removed by Contractor” in the base Bid.

700-1.2.2 High-lining by the Contractor. When required, the Contractor shall bypass sections of the existing water main line with a temporary above-ground supply line (high-line) as shown on the Plans and in phases shown on the Schedule.

- a) The Contractor shall furnish all high-line materials.
- b) The Contractor shall provide the Engineer a schedule for the high-line work at least 20 working days prior to work required by the City Forces (e.g., connections or disconnects).
- c) Contractor shall phase the Project such that all structures in the area are within 1,000 feet of an active fire hydrant, measured using streets, private roads, or other routes driven by emergency vehicles. Phases are required so that the high-line provides sufficient water pressure to affected properties.
- d) The Work includes shutoff valves at intersections to isolate sections of the high-line if there is a leak or break to minimize the water service shutdowns.
- e) The high-line system shall have a dual feed and provide continuous full service to connected water services until the new water main line is installed and in operation. The Work shall be coordinated, scheduled, and performed to minimize disruption of water services during installation and removal of the high-line system.
- f) The Contractor shall flush, disinfect, and leak test the high-line in accordance with the applicable codes and regulations prior to connection work beginning.
- g) The Contractor will perform connections to high-lining system and disconnects to meters and fire hydrants, after the City has verified the high-lining system has passed bacteriological testing.

Bacteriological sampling and testing will be performed by the City Water Quality Laboratory.

- h) The Contractor shall ensure proper installation, pressure control, or operation of the high-line to avoid damage to water users’ property and related public health and safety issues.
- i) The Contractor shall transfer the new fire services and water services to the meter after the new mains have been accepted. While making the transfers the Contractor shall, once service is interrupted, diligently pursue the required work until service has been fully restored.
- j) The Contractor shall notify the Engineer 5 Working Days prior to any work that will affect water service. The Contractor shall prepare and distribute, after approval by the City, written notification 3 Working Days prior to starting Work on any water main that will affect service. This notification shall be delivered door-to-door to water users in the affected area. A copy shall be delivered to the Engineer on the date of user notification.

For each service connection, the Contractor shall also notify the customer immediately prior to beginning work which will interrupt service and will again notify the customer immediately after the service is restored.

The Contractor shall notify all consumers with fire services 20 Working Days in advance of any shutdown.

- k) The Contractor shall dismantle and remove the high-line system from the Site, and restore streets, gutters, fire hydrants, and other disturbed facilities and surface improvements within 5 Working Days from the time the reconnections are completed.
- l) Parallel mains, fire services and water services which are not high-lined shall be connected to the meter by the Contractor only after the adjacent sections of the new main have been fully constructed, hydrostatic and chlorine residual tested, and certified acceptable by the Public Utilities Department.
- m) Cleanliness of the main shall not be compromised; otherwise, the Engineer will decide whether re-disinfection is required at the Contractor's expense.

Services shall be thoroughly flushed by the Contractor prior to restoration of water supply to customer's premises.

700-1.2.2.1 Reference Specifications, Codes, and Standards. Reference specifications, codes, and standards shall be the latest unless a specific code issue date, edition, or adoption date is specified.

- a) The Work shall be in accordance with the applicable parts of the following codes and safety regulations:
 - i. Uniform Fire Code.
 - ii. Uniform Mechanical Code.
 - iii. Uniform Plumbing Code.
 - iv. City of San Diego Water and Municipal Sewer Approved Materials List, where applicable.
 - v. State Department of Public Health (previously known as DHS), Office of Drinking Water publication titled, "Approved for Service Isolation in California Public Water Systems."
 - vi. Applicable the City, local, state, and federal codes and regulations.
- b) The Work shall be in accordance with the following commercial and industrial standards:
 - i. ANSI/AWWA C606 - Grooved and Shouldered Pipe Joints.
 - ii. ASTM A53 - Specification for Pipe, Steel, Black and Hot-Dipped Zinc Coated, Welded and Seamless.
 - iii. ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - iv. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dipped) on Iron and Steel Hardware
 - v. ASTM A307 - Specification for Carbon Steel Bolts and Studs, 6,000 PSI Tensile Strength.
 - vi. ASTM A395 & 536 - Specification for Snap-Joint Coupling grade 65 45-15 and grade 64-45-12 coating orange enamel.
 - vii. AWWA C511 - Standard for Reduced Pressure Principle Backflow Prevention Assembly.
 - viii. AWWA C651 - Disinfecting Water Mains

700-1.2.2.2 Submittals. Prior to the start of the Work, the Contractor shall submit the following in accordance with 2-5.3, “Submittals:”

- a) Itemized list of high-lining materials to be used, including information on:
 - i. which parts are new and which have been used before and,
 - ii. verification that used parts have only been used to convey potable water.
- b) Catalog data for all high-lining materials and components required.
- c) High-line system installation and detail drawings (i.e., shop and working drawings) prior to ordering or purchasing material.
- d) High-lining schedule prior to ordering or purchasing material of any part of the high-lining system.
- e) Traffic control drawings to Traffic Control Section and shall obtain a permit a minimum of 2 Working Days (5 Working Days when the work affects a traffic signal) prior to ordering or purchasing material of each phase of the high-lining system.

700-1.2.2.3 Quality Assurance. The high-lining system shall be flushed, tested for leaks, and disinfected in accordance with 700-1.2.2.7, “Start-Up Procedures” and shall pass the specified bacteriological tests prior to connection.

700-1.2.2.4 Materials. Materials may have been used previously, but shall be in good working condition, free of defect, and have only been used to convey potable water. The Contractor shall procure pipe, fittings, adapters, materials, and components required for a complete and operable high-lining system installation. Products and materials shall be suitable for the intended purpose and recommended by the manufacturer for the application intended. Hoses shall be used only at corners and curves and for connections to user’s service meter(s).

- a) Pipe. Pipes shall be fabricated largely in sections of 2” Galvanized steel pipe and conform to the following:
 - i. ASTM A53 or other equal ASTM galvanized pipe standard.
 - ii. Minimum wall thickness shall be Schedule 40 (0.154”).
 - iii. Pipe ends shall be machine cut or rolled for grooved couplings and fittings in compliance with ANSI/AWWA C606.
 - iv. Fittings and Couplings.
- b) Fittings and Couplings. Fittings shall be ductile iron. Fittings and couplings, including tees, wyes, elbows, , reducers, caps, plugs, and adapters, shall have standard flexible grooved mechanical joint connections in compliance with ANSI/AWWA C 606. Minimum pressure rating shall be 200 psig.
 - i. Housing material shall be ductile iron coated with the manufacturer’s standard painting system. Coupling gasket material shall be standard Ethylene-Polypropylene Diene Monomer (EPDM) rubber.
 - ii. Couplings shall be Victaulic Style 78 or approved equal.
 - iii. The branch outlet of reducing tees shall be 1” male pipe thread. Connections of standard tees shall be grooved.

- iv. Grooved elbows with 11¼, 22½, 45 and 90-degree bend angles will be required to configure the high-line piping system to existing bends and contours at the Site.
 - v. Manufacturers: Victaulic, Mech-Line, or approved equal.
- c) Meter connections.
- i. For meters up to 1” size, the connections shall be 90-degree, long radius, brass elbow couplings with a swivel meter nut on one end and male pipe threads on the other.
 - A. The swivel meter nut shall be sized to fit the specific meter. The male pipe thread end shall be fitted with a galvanized steel “Chicago” two (2)-lug, quarter-turn, quick disconnect hose fitting-to-female pipe thread fitting.
 - B. Manufacturers: James Jones Co., Ford Meter Box Co., Inc., or approved equal.
 - ii. For meters larger than 1”, the connections shall be elbows with a 2-bolt Class 125 flange on one end and female pipe threads on the other.
 - A. The flange shall be sized to fit the specific meter. The female pipe thread end shall be fitted with a short pipe thread to grooved connection adapter nipple.
 - B. Alternately, the assembly can be a 2-bolt Class 125 flange-to-male pipe thread fitting, a threaded pipe elbow, and a short pipe thread-to-grooved connection adapter nipple.
 - C. Manufacturers: James Jones Co., Ford Meter Box Co., Inc., or approved equal.
 - D. Bushings, reducers, and adapters. The City Forces will be responsible for all fit-up and connections in the system. The Contractor shall provide all bushings, reducers, and adapters required to connect the high-line system to the existing fire hydrants, meters, and other facilities at the Site. Bushings, reducers, and adapters shall be provided at no additional cost to the City.
 - E. Pipe-to-hose adapters. For 1” hoses, the adapter shall be a 1”, galvanized steel, “Chicago” 2-lug, quarter-turn, quick disconnect hose-to-female pipe thread fitting.
 - F. Fire hydrant-to-pipe connectors, the actual connection to the live fire hydrant shall be a brass or bronze 1.5” female fire hydrant thread to 2” male pipe thread fitting.
- d) Bolts and Fasteners. Bolts and fasteners, including bolts, nuts, and washers, shall meet the minimum requirements of ASTM A 307, and shall be hot dipped galvanized according to ASTM A 153. Bolts shall be installed with nuts face down.
- e) Valves.
- i. Pipe shutoff valves shall be 2”, lever handle, two-position, manual butterfly valves with grooved mechanical connections in compliance with ASTM C 606. Minimum pressure rating shall be 200 psig.
 - A. Housing material shall be ductile iron coated with the manufacturer’s standard painting system. Seal material shall be standard EPDM rubber.

- B. Manufacturers: Victaulic, Mech-Line, or approved equal.
 - ii. Curb stop valves shall be bronze full-port ball valves without handles.
 - A. Seats shall be molded Buna-N rubber or other approved material. The ball shall be Teflon-coated brass or bronze. Approved plastic ball materials will be considered as substitutes.
 - B. Size shall be 1-inch with female pipe thread connections. Other sizes and end connections may be required to accommodate specific user connections.
 - C. Manufacturers: James Jones Co., Ford Meter Box Co., Inc., A. Y. McDonald Mfg. Co., or approved equal.
- f) Hoses.
 - i. User connection (Service Meters).

For meters up to 1”, the hose shall be a 1” standard general service air compressor hose with EPDM cover and 300 WP rating. End connections shall be galvanized steel, “Chicago” 2-lug, quarter-turn, quick disconnect fittings banded to the hose.

Manufacturer: Thermoid, or approved equal.
 - ii. Curves and curbs.

Hose shall be 2” standard general service air compressor hose with EPDM cover and 300 WP rating. End connections shall be galvanized steel grooved mechanical end fittings in compliance with ASTM C606 banded to the hose.

Manufacturer: Thermoid, or approved equal.
- g) Check Valves.
 - i. Check valves shall be swing check type with grooved mechanical connections in compliance with ASTM C606. Minimum pressure rating shall be 200 psig.
 - ii. Housing material shall be ductile iron coated with the manufacturer’s standard painting system. Seal material shall be standard EPDM rubber.
 - iii. Manufacturers: Victaulic, Mech-Line, or approved equal.
- h) Backflow Preventers.
 - i. Shall meet the requirements of AWWA C511.
 - ii. Manufacturer and model shall be approved by Department of Public Health (previously known as DHS).
- i) Pressure Regulators.
 - i. If required, the Contractor shall provide 2” pipe size of bronze or ductile iron construction. Materials, coatings, seals, diaphragms, and trim shall be approved for potable water service. Connections shall be pipe threaded union couplings.
 - ii. Pressure ratings and regulation ranges shall be approved for the pressure zones involved.
 - iii. Manufacturer: Braukmann or approved equal.

- j) Temporary Asphalt (Coldmix). Temporary asphalt shall be provided by the Contractor on a unit price basis.
- k) Pipe Supports.
 - i. Shall be adjustable type and fabricated from galvanized carbon steel.
 - ii. Manufacturers: Grinnell, Tolco, or approved equal.

700-1.2.2.5 Construction.

- a) Authorization. The Contractor shall not order/purchase material of any part of the high-lining system without an approved submittal and written authorization by the Engineer.
- b) Workmanship.
 - i. Contractor workmanship shall meet the accepted standards of the trades involved.
 - ii. High-lining system shall be installed and maintained such that it is neat, orderly, and leak-free, and shall be arranged to minimize interference with or present a hazard to normal usage of streets, sidewalks, driveways, and other affected facilities.
 - iii. High-lining system shall be installed in such a manner that it does not cause flooding to the surrounding area.
 - iv. Excess materials and debris shall be removed from the Site by the end of the Working Day on which they are generated.
- c) Water Users Notification. The Contractor shall coordinate the Work to minimize the duration of water shutdowns and outages.
- d) Emergency Telephone.
 - i. The 24-hour Emergency Services telephone number which shall be listed in user notifications, imprinted on safety barricades, and posted in the Work area shall be the Contractor's emergency number.
 - ii. On receipt of notification of a problem in the work area, the Contractor shall immediately notify the Engineer and Water Operations Division (City Forces). In case of emergency e.g., life threat, the Contractor shall contact Emergency Services.

Repair and Maintenance.

- i. The Contractor shall maintain the temporary asphalt ("coldmix") protective ramps for the duration of the high-line installation. Coldmix damage discovered or reported shall be repaired that same day by the Contractor.
- ii. The Contractor shall repair and maintain the high-line system during Normal Working Hours.
- iii. The Contractor shall provide replacement parts needed for highline repairs. Leaks or damage shall be repaired within one hour of discovery or reporting. These repair criteria shall apply to leaks or damage arising for any reason, including vandalism and damage by Contractor personnel, equipment, or work activities.
- iv. If the repair involves any disassembly of the system, the Contractor shall disinfect and flush the affected components according to AWWA C651. This will be done in the presence of the City Public Utilities Department, Water Operations Division employee familiar with the water system.

- v. Repair work shall be inspected and approved by the Engineer and the City Public Utilities Department, Water Operations employee familiar with the water system. At the sole discretion of the Engineer, the Contractor shall be billed separately for **non-responsive** or otherwise unacceptable repair and maintenance work that the City must do to restore any service.
- e) Problem Reporting. High-line system problems discovered or reported and corrective actions taken shall be documented in the Contractor's daily log and reported to the Engineer within 24 hours of the discovery or report.
- f) Traffic Control. The Contractor shall provide traffic control for all high-line work.
- g) Schedules and Timing.
 - i. The time required to furnish and install the high-lining system as a whole or in accordance with phases, shall be included in the Contract Time. The high-lining schedule shall be submitted to the Engineer for review and approval in accordance with 2-5.3, "Submittals."
 - ii. The Contractor shall coordinate high-lining operations such that the Project's Schedule is not affected or delayed
- h) Installation of High-line Piping System.
 - i. The high-line piping system shall be installed in accordance with the approved schedule.
 - ii. Piping phases shall be installed in loop systems, with a fire hydrant connection to the water supply at each end.
 - iii. The high-line piping system shall be inspected and approved by the City Public Utilities Department, Operations Division familiar with the water system via the Engineer prior to the City Forces charging the system with potable water or connecting to any user service line.
 - iv. The high-line piping shall be installed along both sides of streets to supply water service connections to water meters. Meter service connection shall not be routed across a roadway, driveway, or other area subject to vehicular traffic.
 - v. Shutoff valves shall be installed at each fire hydrant connection, along the piping runs at the check valve, on either side of high-line tee fittings for user connections to all meters and at the ends of cul-de-sac blind runs to permit flushing. The lever handles shall be removed from the valves to prevent unauthorized operation.
 - vi. The 2-bolt grooved couplings shall be installed with the bolts oriented as shown on Figure 5, Typical Curb Piping Runs. This orientation permits the pipe to be laid closer to the curb and is less susceptible to damage by auto traffic. To prevent damage to auto tires, coupling bolts shall not extend beyond the thickness of the nut when installed and tightened.
- i) Fire Hydrant Connection.
 - i. The fire hydrant connection shall be laid as shown in the Standard Drawings **or details included in the Contract Documents** for Fire Hydrant High-lining Connection. The Contractor shall make the final connection to the fire hydrant system.

- ii. The Contractor shall use elbows of different bend angles as required to align the connection fittings parallel to the sidewalk or curb.
 - iii. In situations where the fire hydrant is located such that piping must cross a sidewalk, piping shall be routed under the sidewalk surface in a 6" wide x 6" deep saw cut trench by the Contractor. The trench backfill and temporary asphalt surface shall be tamped and compacted to provide a smooth, safe surface for the duration of the high-lining by the Contractor. Routing the pipe above the sidewalk shall not be permitted.
- j) User Connection (Service Meters).
- i. The Contractor shall furnish and install all material and labor as specified; the Contractor shall connect the water services to the system, see Standard Drawings or the **details included in the Contract Documents** for Residential User High-lining Connection.
 - ii. Connection to meters sized up to 1-inch shall be as shown in or the **details included in the Contract Documents** for Residential User High-lining Connection.
 - iii. Connection to meters 1½" and larger shall be made with 2" galvanized steel pipe with grooved connections.
 - iv. A shutoff valve in the user connection line shall be provided at the high-line tee fitting.
 - v. Meters 1½" and larger typically have 2-bolt flanged connections. Provide adapters as required to connect to specific meters.
 - vi. Sidewalk crossings may be routed above ground and ramped with temporary asphalt (coldmix), see Standard Drawings or the **details included in the Contract Documents** for Driveway High-lining Crossing or Curb Ramp High-lining Crossing, Typical Driveway or Handicapped Access Crossing, and as required elsewhere in this subsection.
 - vii. Field cut, groove, and fit 2" galvanized steel pipe, as required to make user connections. Sections of the high-line piping shall be cut such that service tees are as close as possible to the user meters and service connection hose or piping length is minimized.
 - viii. Provide barricades and cones as required by the approved Traffic Control Plan, at service tees and meters, and as required to ensure public safety.
- k) Roadway Crossing and Trenching.
- i. Portions of the high-line system should be trenched and buried by the Contractor to avoid interference with roadways.
 - ii. Wherever piping is required to cross a roadway, piping shall be routed below the roadway surface in a 6" wide x 6" deep (approximate dimensions) saw cut trench. Routing the pipe above the roadway shall not be permitted. The trench backfill and temporary asphalt surface shall be tamped and compacted to provide a smooth, safe surface for the duration of the high-lining.
- l) Vehicle Driveway or Curb Ramp Crossing.
- Wherever the high-line piping crosses a vehicle driveway or curb ramp crossing, the piping shall be provided with temporary asphalt crossing ramps as shown in the Standard Drawings or the **details included in the Contract Documents** for Typical Driveway or Curb Ramp

Crossing. The temporary asphalt crossing ramps shall be tamped and compacted to provide a smooth, safe surface for the duration of the high-lining. The temporary asphalt crossing ramps shall be constructed such that they do not interfere with normal storm water or other drainage flows. They shall not divert drainage flows either into the street or onto adjacent properties. Where required to achieve proper drainage, sections of galvanized steel piping shall be installed in the crossing ramp parallel to the high-line piping to allow for drainage past the crossing ramp. Crossing ramp installations shall be inspected and approved by the Engineer

- m) Corners and Curves.
 - i. Routing the high-lining system around corners and curves shall typically be accomplished by use of 2" hose.
 - ii. A 2" shutoff valve shall be installed at each end of the curve.
 - iii. Portions of corners and curves with driveways or curb ramps shall be crossed with galvanized steel pipe as shown on the Standard Drawings or **the details included in the Contract Documents** for Driveway or Curb Ramp High-lining Crossing. Use of hose shall not be permitted at these crossings.
 - iv. Corners and curves with bend radii too short to be accommodated by hose shall be routed with short sections of galvanized steel pipe and grooved elbows of different bend angles. Pipe shall be cut, grooved, and fitted in the field as required.
 - v. Portions of the piping and fittings extending 12" or more from the curb shall be protected with temporary asphalt covering of not less than 1 inch thickness above the pipe and fittings. The temporary asphalt covering shall be sloped over the pipe and tamped in place to provide a durable surface.

700-1.2.2.7 Start-up Procedures.

- a) System leak test. The Contractor shall:
 - i. Charge the system with available water pressure, bleed the system of air, and verify that the entire system is filled.
 - ii. Visually inspect the system for leaks and repair any leaks discovered. The system will not be accepted by the Engineer until all leaks are repaired.
- b) Flushing, disinfection, and bacteriological testing of high-line mains.
 - i. The Contractor shall not use the high-lining system to fill and flush any main or piping.
 - ii. After the high-line system is fully assembled but not hooked-up to the consumer meters, the Contractor shall flush the piping with potable water from a commercial metered source until the effluent is clear and free of dirt and debris. The Contractor shall designate the disposal of flushing water via approved methods.
 - iii. The Contractor shall disinfect the high-lining piping according to AWWA C651 and 306-1.4.7, "Disinfection."
 - iv. The transport, storage, and handling of disinfection materials shall be in accordance with the CFR 1910.120, Hazardous Waste Operations and Emergency Response, CFR 49.12 Hazardous Materials Regulations, and the General Industry Safety Orders of the California Code of Regulations, Title 8, Section 5194.

- v. Pipeline disinfection shall be accomplished with calcium hypochlorite tablets. Short pipe sections, valves, fittings, and similar small portions of the system shall be disinfected with a solution of sodium hypochlorite.
 - vi. The Contractor shall notify the Engineer 5 Working Days in advance of the date that the high-line system will be disinfected and ready for bacteriological testing.
 - vii. The City Water Quality Laboratory will collect samples from three points in the high-lining piping. Two points shall be from taps near the fire hydrant connections at each end, and one from a tap near the center of the piping.
 - viii. The City Water Quality Laboratory shall perform bacteriological testing in accordance with AWWA C651 and the City standards.
 - ix. The high-line system shall not be accepted until two consecutive sets of acceptable samples collected 24 hours apart pass tests administered by the City Water Quality Laboratory, and until written notice of acceptance is issued by the Engineer. The City Water Quality Laboratory shall be the sole judge as to whether or not the test samples meet or exceed the established test criteria.
 - x. In the event that the high-line piping system fails to pass the required bacteriological testing, the Contractor shall re-flush and re-disinfect the lines at no additional cost to the City. Disposal of chlorinated water shall be in accordance with the City standards and regulations. Indiscriminate disposal of chlorinated water shall not be permitted.
 - xi. On acceptance of bacteriological testing, the Contractor shall drain and flush the highline piping system according to AWWA C651 and the City standards. Disposal of chlorinated water shall be in accordance with the City standards and regulations. Indiscriminate disposal of chlorinated water will not be permitted.
- c) Restoration of Normal Service.
- i. Flushing of the New Main Line. The Contractor shall not flush the new main line with water from the high-line system.
 - ii. User Hook-up to the New Main Line.
 - A. Restoration of user service to the new water main line shall be done only after installation, disinfection, and bacteriological testing of the new water main line is verified by the City, and user connection lines are completed.
 - B. Transfer of the water service from the high-line to the new water main line shall be performed by the Contractor.

700-1.2.2.8 Disassembly of High-line System.

- a) After restoration of normal service to water users, the Contractor shall disconnect high-lining from all services and breakdown and fully disassembles the high-line system and removes all high-line construction materials and debris from the area by the end of the Working Day.
- b) The Contractor shall remove all high-lining construction material and debris, and shall restore streets, curbs, gutters, sidewalks, fire hydrants, and other disturbed facilities in accordance with 7-9, "Protection and Restoration of Existing Improvements." Street resurfacing shall be restored in accordance with 302-6, "Portland Cement Concrete Pavement" and City of San Diego Standard Drawings.
- c) High-Lining Materials. High-lining materials shall become the Contractor's property.

700-1.2.2.9 Figures. The Contractor shall refer to the high-lining details **provided in the Contract Documents as appendix** or included as Standard Drawings.

ADD: 700-1.2.2.10 Payments. The Bid item provided for high-lining Work shall cover the Work described in 700-1.2.2, “High-lining by the Contractor” and include the following:

The lump sum bid item for “High-lining by the Contractor” shall be full compensation for furnishing all materials necessary to install the high-lining system, for installing the high-lining system complete and dismantling it after the restoration of normal service to water users, for connections including water services, restoration of the surface improvements, and maintaining and repairing the high-lining system during construction.

700-1.3 Connections to the Existing System. The City Forces will be responsible for making connections and cut-ins to the existing mains as part of the base Bid

700-1.3.1 Connection by the City Forces. The Contractor shall provide the following information about the main prior to connections:

- a) condition of pipes and valves,
- b) type of fitting and joint to which connection is to be made (i.e., construction), and
- c) alignment, elevation, and location of the water main and any fittings.

700-1.3.1.1 Connection by the City Forces When the City Forces Cut and Plug the Existing Main. The City Forces will isolate existing water main to be replaced by the Contractor. The City forces will mark location, elevation, and approximate grade of existing main on street pavement and record this information for future use. The Contractor shall consult and cooperate with the City Forces’ supervisor to ensure that the information is understood and used correctly. Within the last 10’ to be installed by the Contractor, the Contractor shall install bends, concrete thrust blocks, short lengths of pipe, and other appurtenances necessary to put the new installation on line and grade with the existing pipe.

700-1.3.1.2 Connection by the City Forces When the City Forces Do Not Cut and Plug the Existing Main. The Contractor shall expose the existing water main where the Work ends. The Contractor shall be responsible for determining the elevations of existing water mains and fittings. The new water main shall be at the same grade and parallel alignment as the existing main and shall be no farther away than 1’ from the existing water main. At the option of the Contractor, one or two bends or pulled joints may be used to accomplish this condition.

700-1.3.1.3 Furnishing Materials. If required in the Contract Documents, the Contractor shall furnish the necessary materials for the City Forces’ connection and cut-in work as shown on the Plans to the City. The Contractor shall coordinate closely with the City Forces for the delivery of materials. The delivery location for furnished materials shall be determined by the City Forces. No materials shall be delivered to the City until the City Forces are ready to construct the work, unless otherwise specified, in writing, by the City.

700-1.3.1.4 Pavement Restoration for the City Forces Final Connection. Within 10 days following the completion of the City Forces final connection work in the Project areas, the Contractor shall remove all temporary resurfacing, saw cut trench area, compact sub-grade and restore affected area with permanent resurfacing in accordance with 302-6, “Portland Cement Concrete Pavement” and City of San Diego Standard Drawings.

700-1.3.1.5 Payment. The payment for the furnished material for the City Force connection and cut-in work shall cover materials (i.e., fittings, valves, and hardware) including delivery and unloading. The Contractor will be paid under the lump sum Bid item for "Contractor Furnished Materials for City Forces Connection and Cut-in Work for Mains 16-inch and Larger."

Traffic control, saw cutting the trench area, trench cap, and other spot repairs in the vicinity of disturbed area at each restored connection shall be included in the Bid item for Pavement Restoration for the City Forces Final Connection. Asphalt Overlay and Slurry Seal will be paid under separate Bid items.

700-1.3.2 Connections to the Existing System by Contractor. If required in the Contract Documents, the Contractor shall make the connection (e.g., cut-in or tie-in) to the existing mains as shown on the Plans, specified in these specifications, and in conformance with the latest standards of the State Department of Public Health. Suitable facilities shall be provided by the Contractor for proper de-watering, drainage, and disposal of all water removed from the excavation and pipe without damage to adjacent property. The Contractor shall locate and expose the existing water main to which connection is to be made prior to and in advance of trenching to permit grade and alignment changes as approved by the Engineer. In the presence of the Engineer or an authorized City Public Utilities Department, Water Operations Division employee familiar with the water system), the Contractor shall make the connections as shown on the Plans regardless of the condition or location of the existing pipe, valves, and fittings with no adjustment in the Contract Price.

700-1.3.2.1 Submittals. The Contractor shall submit Shop Drawings, Working Drawings, and other information in accordance with 2-5.3, "Submittals" prior to start of construction. The drawings and other descriptive material shall adequately describe procedures to be used, materials to be furnished, any related pipeline appurtenances, and trench shoring. Each drawing shall be reproducible original, accompanied by 6 copies of all submitted information. If approved without change or correction, two approved copies will be returned to the Contractor. The Contractor shall include all time impacts of protecting the existing water main in the Schedule.

700-1.3.2.2 Utility Verification for Connection Location. The Contractor shall pothole the location and depth of all utilities to verify that there are no utility conflicts prior to excavation.

The Contractor shall locate and confirm vertical and horizontal locations, size, shape, materials, and construction of existing water mains.

700-1.3.2.3 Notification and Timing of Shutdowns. The Contractor shall coordinate the Work with the City Water Operations Division, and notify them a minimum of 20 Working Days after Engineer's approval of the Contractor's work plan and prior to any shutdown of an existing water line. The City Forces will perform all shutdowns including trial and final attempts. If the Contractor fails to keep the field appointments, the City will bill the Contractor for scheduled the City Forces waiting or standby time and the costs incurred by the City for notification of its customers for the subsequent appointment.

The Contractor shall schedule the requested shutdowns during low demand times. Unless otherwise shown on the Plans, the Contractor shall assume residential areas may be done during the day, and all commercial and industrial areas, including all areas with schools, or businesses, shall be shut down at night. The Contractor shall coordinate with the City's Public Utilities Department to verify the appropriate times prior to construction. The City may refuse to shutdown a water line on the day requested by the Contractor due to operational circumstances (e.g.,, business cannot withstand a shutdown of water at that time; other connecting distribution systems are out of service at the same time; high water demands by customers; etc.) or other reasonable concerns by the City. No request will be denied for arbitrary reasons.

The Contractor shall notify the Engineer 5 Working Days prior to any work that will affect water service. The Contractor shall prepare and distribute, after approval by the City, written notification 3 Working Days prior to starting Work on any water main that will affect service. This notification shall be delivered door-to-door to water users in the affected area. A copy shall be delivered to the Engineer on the date of user notification.

The Contractor shall notify all consumers with fire services 20 Working Days in advance of any shutdown.

700-1.3.2.4 Connection. Prior to connecting to existing water main, the Contractor shall have all personnel, material and equipment ready to connect the fittings to the existing mains to minimize the shutdown time. The City may postpone or reschedule any shutdown operation if for any reason the City determines that the Contractor is improperly prepared with competent personnel, equipment, or materials to proceed with the connection.

When installing a cut-in tee or cross with new valves, reducers or other fittings that is larger than the existing pipe, the new assembly shall be installed at the depth sufficient to allow the valve to remain below the subgrade of the street which may necessitate lowering the existing pipe. The Contractor shall provide and install the entire assembly -including valves and reducers and any other hardware necessary under the City inspection in accordance with the City Standards. The entire assembly shall be connected in advance to facilitate the expedient connection to existing main.

The Contractor shall clean and disinfect the connection in accordance with AWWA C651.

Shutdown of the water main and Connection operations shall be coordinated with high-lining operation and shall be completed within timeline specified in these specifications.

If Connection operation exceeds the time as identified in the notification, causes health and safety risks, or disruption of water service to the consumers, the Contractor shall notify the Engineer and the City's Station 38 at (619) 527-7660 for assistance to provide potable water and temporary high-lines to restore water to the affected consumers. The City will order necessary corrective measures. All costs for corrective measures shall be paid by the Contractor. The Contractor shall be liable to the City for the costs of the City Forces' emergency work.

If existing valves leak excessively once closed during the isolation of the segment that is going to be connected, the Contractor shall use methods at the Contractor's disposal to work with the resulting leakage. If the influx of water cannot be controlled with two 2-inch pumps sufficiently to complete the work, then the shutdown shall be rescheduled, as agreed upon by the City and Contractor.

700-1.3.2.5 Quality Control. The connection Work shall be in the presence of the Engineer or a Public Utilities Department, Water Operations Division employee familiar with the water system. The Contractor shall take every precaution necessary to prevent trench water, dirt or debris from entering the water mains during connection operation.

Under no circumstances shall a non-disinfected water main, which cannot be isolated and has not passed bacteriological test, be connected to an existing disinfected water main.

700-1.3.2.6 Operation of Valves. Valves on the City's water main system shall be cleaned and operated only by the City Forces. The Contractor may exercise valves on services as necessary to complete the Work.

700-1.3.2.7 Repair. If the water main is damaged by the Contractor's operations, the Contractor shall immediately notify the Engineer and the City Water Operations Division representative or the City's Station 38. The City Forces will perform all necessary repairs to the water main. The Contractor shall be liable to the City for the costs of the City Forces' repair work.

700-1.3.2.8 Compaction. Compaction of the trench after installation of the water main shall be in accordance with 306-1.3, "Backfill and Densification."

If the Work is located within a different jurisdiction or agency other than the City or private easement, compaction shall meet the requirements of that agency or utility granting the permit.

700-1.3.2.9 Surface Restoration. The Contractor shall restore to its original grade and condition surfaced areas in accordance with 7-9, “Protection and Restoration of Existing Improvements.” After final connection is completed, the Contractor shall remove all temporary resurfacing, compact sub-grade and restore affected area with permanent resurfacing in accordance with 302-6, “Portland Cement Concrete Pavement” and City of San Diego Standard Drawings.

700-1.3.2.10 Payment. “Connection to The Existing System by the Contractor” e.g., cut-in or tie-in will be paid under Bid unit prices for connections, and cut-ins and include furnishing and installing all materials and labor to complete the work. Potholing for and protecting the water main while performing the Work, information essential for making the connection, coordination of Work with the City Forces, scheduling impacts, community outreach, materials and traffic control shall be included in the payment.

700-1.4 Cut and Plug of the Existing System by the Contractor. The cut and plugs of the existing system as part of the base Bid shall be performed by the City Forces.

700-1.4.1 Submittals. The Contractor shall submit Shop Drawings and Working Drawings and other information for the cut and plug of existing water mains in accordance with 2-5.3, “Submittals.” The submittals shall adequately describe procedures to be used e.g., distance from valves, thrust blocks for temporary plugs, materials to be furnished, any related pipeline appurtenances, and trench shoring. Each drawing shall be reproducible original, accompanied by 6 copies of all submitted information. If approved without change or correction, 2 approved copies will be returned to the Contractor. The Contractor shall include in the Schedule all time impacts to protect the existing water mains.

The Contractor shall submit traffic control drawings and obtain the Traffic Control Permit from the City prior to the start of the cut and plug and reconnection operations.

700-1.4.2 Utility Verification for Cut & Plug location. The Contractor shall pothole the location and depth of all utilities to verify that there are no utility conflicts prior to excavation.

The Contractor shall locate and confirm vertical and horizontal locations, size, shape, materials, and construction of existing water mains.

700-1.4.3 Notification and Timing of Shutdowns. The Contractor shall coordinate the Work with the City Water Operations Division, and notify them a minimum of 20 Working Days after Engineer’s approval and prior to any shutdown of an existing water line. The City Forces will perform all shutdowns. If the Contractor fails to keep the field appointments, the City will bill the Contractor for scheduled the City Forces waiting or standby time and the costs incurred by the City for notification of its customers for the subsequent appointment.

The Contractor shall schedule the requested shutdowns during low demand times, Unless otherwise shown on the Plans, the Contractor shall assume residential areas may be done during the day, and all commercial and industrial areas, including all areas with schools, or businesses, shall be shut down at night. The Contractor shall coordinate with the City’s Public Utilities Department to verify the appropriate times prior to construction. The City may refuse to shutdown a water line on the day requested by the Contractor due to operational circumstances (i.e., business cannot withstand a shutdown of water at that time; other connecting distribution systems are out of service at the same time; high water demands by customers; etc.) or other reasonable concerns by the City. No request will be denied for arbitrary reasons.

The Contractor shall notify the Engineer 5 Working Days prior to any work that will affect water service. The Contractor shall prepare and distribute, after approval by the City, written notification 3 Working Days prior to starting Work on any water main that will affect service. This notification shall be delivered door-to-door to water users in the affected area. A copy shall be delivered to the Engineer on the date of user notification.

The Contractor shall notify all consumers with fire services 20 Working Days in advance of any shutdown.

700-1.4.4 Cut and Plug. Prior to cutting and plugging of the existing water mains, the Contractor shall have all personnel, material and equipment ready to minimize the shutdown time. The Contractor shall organize its workforce, equipment and operations to protect the existing water main while performing the Work.

Shutdown of water main and cut and plug operations shall be coordinated with high-lining operation and shall be performed during low demand times and shall be completed within the timeline specified in these specifications.

After isolation of the mains, rarely does a completely dry condition exist in the trench. If the existing valves leak excessively once closed *during the isolation of the segment that is going to be plugged*, the Contractor shall use methods at Contractor's disposal to work with the resulting leakage. If the influx of water cannot be controlled with two 2-inch pumps sufficiently to complete the work, then the shutdown shall be rescheduled, as agreed upon by the City and Contractor. If the cut and plug operation exceeds the time as identified in the notification or causes health and safety issues or disruption of water service to the consumers, the Contractor shall notify the Engineer and the City's Station 38 at (619) 527-7660 for assistance. The City will provide potable water and or temporary high-lining to restore water to the affected consumers. The City will order necessary corrective measures.

All costs for corrective measures shall be paid by the Contractor. The Contractor shall be liable to the City for the costs of the City Forces' emergency work.

700-1.4.5 Quality Control. Cut and plug of existing water lines shall be completed in a safe, neat and orderly manner. Plugs shall be capable of blocking pressurized main with no visual leak detected. The Contractor shall take every precaution necessary to prevent trench water, dirt or debris from entering the water mains during the capping or plugging operation.

Cut and plug shall not proceed if the City Public Utilities Department, Operations Division employee familiar with the water system is not present for the duration of the cut and plug.

After the cut and plug operation, the water main and appurtenances shall be disinfected and field tested by the Contractor in accordance with the latest edition of AWWA C651. The City Forces shall take water samples for bacteriological tests in accordance with Section 7 of the AWWA C651.

Suitable facilities shall be provided for proper de-watering, drainage, and disposal of all water removed from the excavation or pipe without damage to adjacent property.

700-1.4.6 Operation of Valves. Valves on the City's water system shall be cleaned and operated only by the City Forces. The Contractor shall exercise valves on services as necessary to complete the Work.

700-1.4.7 Repair. If the water system is damaged by the Contractor's operations, the Contractor shall immediately notify the Engineer and the City's Station 38 or the City Water Operations Division representative. The City Forces will perform all necessary repairs to the water main. The Contractor shall be liable to the City for the City Forces' work for the repair.

700-1.4.8 Surfaced Areas Impacted by Cut & Plug. Surfaces impacted by excavation to install cut and plug shall be temporarily backfilled, resurfaced, and maintained.

700-1.4.9 Payment. Locating e.g., potholing for and protecting the water main, coordination of Work with the City Forces, any scheduling impacts, community outreach, furnishing and installing materials, and traffic control shall be included in the unit price payment for "Cut and Plug of The Existing System by the Contractor."

ADD: PART 8 – ENVIRONMENTAL WORKS

SECTION 801 – WATER POLLUTION CONTROL

801-2.9 Post-Construction Requirements. To the City Supplement second paragraph, ADD the following:

The decal-disc inlet markers shall be “das Duracast Curb Marker®” or approved equal.

SECTION 807 – RESOURCE DISCOVERIES

ADD: 807-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared CEQA Exemption for **WATER GROUP JOB 947**, WBS No. **B-11043** as referenced in the Contract Appendix. The Contractor shall comply with all requirements of the Notice of Exemption as set forth in Contract Appendix.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

APPENDIX A

Notice of Exemption

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

 OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

WBS NO.: B-11043

PROJECT TITLE: Water Group Job 947

PROJECT LOCATION-SPECIFIC: The project is located within the City’s right-of-way along a portion of Federal Boulevard located between 47th Street to Euclid Avenue within the Mid-City Communities Plan: Eastern Area.

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project would replace-in-place approximately 2,644 linear feet (0.5 mile) of cast iron cement-lined piping with new 12-inch poly vinyl chloride (PVC) piping at the same depth as the existing water main via open trenching. All work would occur within the City’s developed right-of-way. The project will upgrade the water piping system to modern standards, which will improve reliability and reduce water main breaks and maintenance requirements.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works – Engineering
Contact: Mahmoud Oriqat
600 B Street, Suite 800, MS 908A
San Diego, CA 92101
(619) 533-5232

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:
- STATUTORY EXEMPTION: 15282 (k) pipelines less than one mile

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an Initial Study which determined that since the water pipe project is less than one mile in length, is located within the public right of way, and no surface structures are being proposed that relate to the operation of the pipeline, that the project would qualify to be statutorily exempt from CEQA pursuant to Section 15282(k)

LEAD AGENCY CONTACT PERSON: MARTHA BLAKE

TELEPHONE: (619) 446-5375

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

Martha Blake / Senior Planner
SIGNATURE/TITLE

11/7/11
DATE

CHECK ONE:

SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

SIGNED BY APPLICANT

APPENDIX B

Fire Hydrant Meter Program

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

1. **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

Department: METER SHOP 619 527 7449
2797 Caminito Chollas • San Diego, California 92105-5097 • FAX 619 527 3125

| | |
|---------|--------|
| NS Req: | Fac #: |
| Date: | By: |

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

Fire Hydrant Location: (Attach detailed map, Thomas Bros. map location or construction drawing.)

Specific Use of Water:

Any return to Sewer or Storm Drain, if so, explain:

Estimated Duration of Meter Use: Check Box if Reclaimed Water

Company Information

Company Name:

Mailing Address:

| | | | |
|----------------------|--------|------------------------|------------|
| City: | State: | Zip Code: | Phone: () |
| *Business License #: | | *Contractor License #: | |

**A copy of the Contractor's License and/or Business License is required at the time of meter issuance.*

| | |
|------------------------------|------------|
| Name and Title of Agent: | Phone: () |
| Site Contact Name and Title: | Phone: () |
| Pager #: | Cell: () |
| Responsible Party Name: | Title: |
| Social Security or Cal ID #: | Phone: () |

Signature: _____ Date: _____

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.

Fire Hydrant Meter Removal Request

Check Box to Request Removal of Above Meter Requested Removal Date:

Provide current Meter location if different from above:

| | | |
|------------|------------|-------|
| Signature: | Title: | Date: |
| Phone: () | Pager: () | |

For Office Use Only

| | | |
|-------------------------------------|--|---------------------|
| <input type="checkbox"/> City Meter | <input type="checkbox"/> Private Meter | |
| CIS Account #: | Deposit Amount: \$ | Fees Amount: \$ |
| Meter Serial #: | Meter Size: | Meter Make & Style: |
| Backflow #: | Backflow Size: | Meter Make & Style: |
| Name: | Signature: | Date: |

\$1,108.45 - FOR 24 HR INSTALLATION
 \$1,052.26 - FOR 48 HR INSTALLATION

FHM App Created: 11/2/00-htp

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO 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 Seeding
Irrigation (for establishing irrigation only; not continuing irrigation)
Mixing Concrete
Mobile Car Washing
Special Events
Street Sweeping
Water Tanks
Water Trucks
Window Washing**

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

"Exhibit C"

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 refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

City of San Diego, Water Department
Attn: Meter Services
2797 Caminito Chollas
San Diego, Ca. 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant "Hot Line" at: (xxx) xxx-xxx.

Sincerely,

City of San Diego Water Department



Fire Hydrant Meter Relocate/Removal Request

(EXHIBIT D)

For Office Use Only

| | |
|---------|------------|
| NS Req: | FHM Fac #: |
| Date: | By: |

Date:

Instruction: Complete pertinent information then FAX both form and map to (xxx) xxx-xxxx, mail, or hand-deliver to the City of San Diego, Water Department/Meter Shop at: 2707 Caminito Chollas San Diego, CA 92105

Meter Information

| | |
|--|----------------------|
| Billing Account #: | Requested Move Date: |
| Current Fire Hydrant Meter Location: | |
| New Meter Location: (Attach a detailed map, Thomas Bros map location or construction drawing.) | |

Company Information

| | | | |
|--|--------|-----------|------------|
| Company Name: | | | |
| Mailing Address | | | |
| City: | State: | Zip Code: | Phone: () |
| Name and Title of Requestor: | | | Phone: () |
| Site Contact Name and Title | | | Phone: () |
| Pager #: | | | Cell: () |
| Responsible Party Name authorizing relocation fee: | | | |
| Signature: | Title: | Date: | |

Fire Hydrant Meter Removal Request

| | | |
|--|-------------------------|-------|
| <input type="checkbox"/> Check Box to Request Removal of Above Meter | Requested Removal Date: | |
| Provide current Meter location if different from above: | | |
| Signature: | Title: | Date: |
| Phone: () | Pager: () | |

For Office Use Only

| | | | |
|-----------------|-----------------|------------|--|
| CIS Account #: | Fees Amount: \$ | | |
| Meter Serial #: | Size: | Make/Style | |
| Backflow #: | Size: | Make/Style | |
| Name: | Signature: | Date: | |

FHM Relocate_Removal Form

FHM App Created: 11/2/00-htp

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

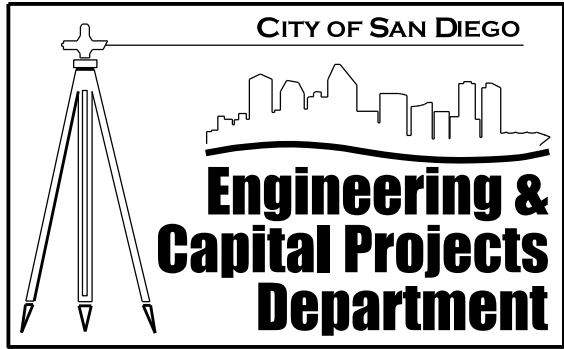
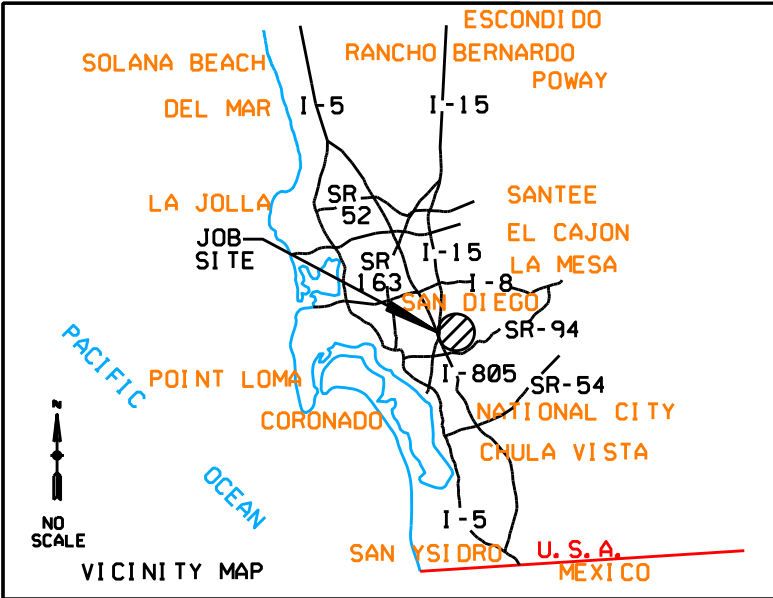
APPENDIX D

Sample City Invoice

| City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123 | | | | | | Contractor's Name: | | | | | |
|---|----------------------------------|------------------------|----------|--------------|---------------|---|--------|---------------|-----------------|----------------|--------|
| Project Name: | | | | | | Contractor's Address: | | | | | |
| SAP No. (WBS/IO/CC): | | | | | | | | | | | |
| City Purchase Order No. : | | | | | | Contractor's Phone #: | | | Invoice No. | | |
| Resident Engineer (RE): | | | | | | Contractor's Fax #: | | | Invoice Date: | | |
| RE Phone#: | | | RE Fax#: | | | Contact Name: | | | Billing Period: | | |
| Item # | Item Description | Contract Authorization | | | | Previous Estimate | | This Estimate | | Totals to Date | |
| | | Unit | Qty | Price | Extension | %/QTY | Amount | % / QTY | Amount | % / QTY | Amount |
| 1 | 2 Parallel 4" PVC C900 | LF | 1,380 | \$34.00 | \$46,920.00 | | | | | | |
| 2 | 48" Primary Steel Casing | LF | 500 | \$1,000.00 | \$500,000.00 | | | | | | |
| 3 | 2 Parallel 12" Secondary Steel | LF | 1,120 | \$53.00 | \$59,360.00 | | | | | | |
| 4 | Construction and Rehab of PS 49 | LS | 1 | \$150,000.00 | \$150,000.00 | | | | | | |
| 5 | Demo | LS | 1 | \$14,000.00 | \$14,000.00 | | | | | | |
| 6 | Install 6' High Chain Link Fence | LS | 1 | \$5,600.00 | \$5,600.00 | | | | | | |
| 7 | General Site Restoration | LS | 1 | \$3,700.00 | \$3,700.00 | | | | | | |
| 8 | 10" Gravity Sewer | LF | 10 | \$292.00 | \$2,920.00 | | | | | | |
| 9 | 4" Blow Off Valves | EA | 2 | \$9,800.00 | \$19,600.00 | | | | | | |
| 10 | Bonds | LS | 1 | \$16,000.00 | \$16,000.00 | | | | | | |
| 11 | Field Orders | AL | 1 | 80,000 | \$80,000.00 | | | | | | |
| 11.1 | Field Order 1 | LS | 5,500 | \$1.00 | \$5,500.00 | | | | | | |
| 11.2 | Field Order 2 | LS | 7,500 | \$1.00 | \$7,500.00 | | | | | | |
| 11.3 | Field Order 3 | LS | 10,000 | \$1.00 | \$10,000.00 | | | | | | |
| 11.4 | Field Order 4 | LS | 6,500 | \$1.00 | \$6,500.00 | | | | | | |
| 12 | Certified Payroll | LS | 1 | \$1,400.00 | \$1,400.00 | | | | | | |
| CHANGE ORDERS | | | | | | | | | | | |
| Change Order 1 | | | 4,890 | | | | | | | | |
| Items 1-4 | | | | | \$11,250.00 | | | | | | |
| Item 5-Deduct Bid Item 3 | | LF | 120 | -\$53.00 | (\$6,360.00) | | | | | | |
| Change Order 2 | | | 160,480 | | | | | | | | |
| Items 1-3 | | | | | \$95,000.00 | | | | | | |
| Item 4 Deduct Bid Item 1 | | LF | 380 | -\$340.00 | (\$12,920.00) | | | | | | |
| Item 5-Encrease bid Item 9 | | LF | 8 | \$9,800.00 | \$78,400.00 | | | | | | |
| Change Order 3 (Close Out) | | | -121,500 | | | | | | | | |
| Item 1 Deduct Bid Item 3 | | | 53 | -500.00 | (\$26,500.00) | | | | | | |
| Item 2 Deduct Bid Item 4 | | LS | -1 | 45,000.00 | (\$45,000.00) | | | | | | |
| Items 3-9 | | | 1 | -50,500.00 | (\$50,500.00) | | | | | | |
| SUMMARY | | | | | | | | Total This | \$ - | Total Billed | \$0.00 |
| A. Original Contract Amount | | | | | | Retention and/or Escrow Payment Schedule | | | | | |
| B. Approved Change Order 1 Thru 3 | | | | | | Total Retention Required as of this billing | | | | | |
| C. Total Authorized Amount (A+B) | | | | | | Previous Retention Withheld in PO or in Escrow | | | | | |
| D. Total Billed to Date | | | | | | Add'l Amt to Withhold in PO/Transfer in Escrow: | | | | | |
| E. Less Total Retention (5% of D) | | | | | | Amt to Release to Contractor from PO/Escrow: | | | | | |
| F. Less Total Previous Payments | | | | | | | | | | | |
| G. Payment Due Less Retention | | | | | | Contractor Signature and Date: | | | | | |
| H. Remaining Authorized Amount | | | | | | | | | | | |

APPENDIX E

Location Map



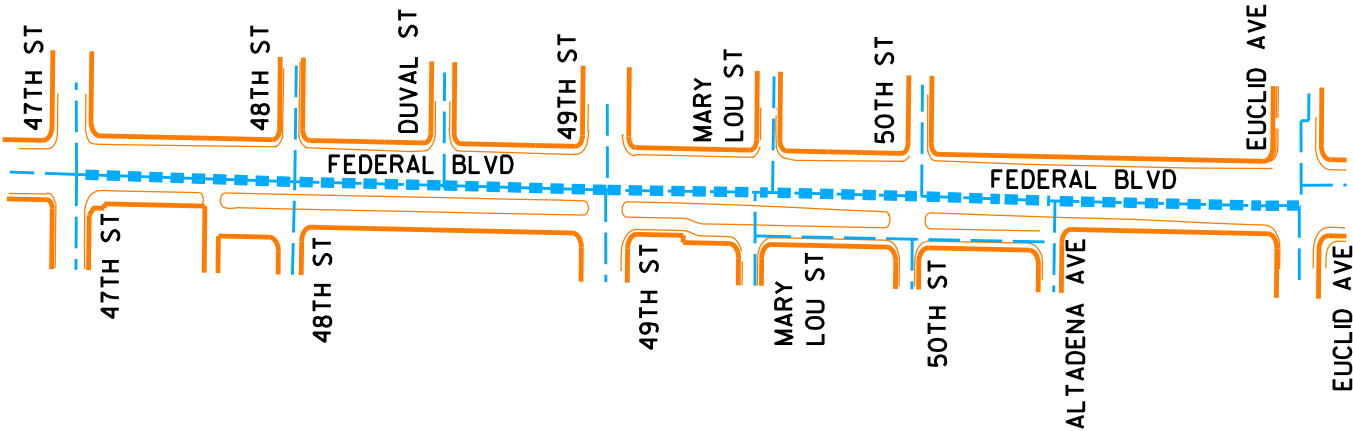
SENIOR CIVIL ENGINEER
 CARL SPIER, P.E.
 ☎ (619) 533-5126

PROJECT MANAGER
 MAHMOUD ORIOAT, P.E.
 ☎ (619) 533-5232

PROJECT ENGINEER
 ROBERTO DIAWATAN
 ☎ (619) 533-4208

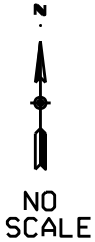
PROJECT INFO. OFFICE
 ☎ (619) 533-4207

WATER GROUP JOB 947
 LOCATION MAP



LEGEND:

- ▬▬▬▬▬ WATER MAIN REPLACEMENT
- ▬▬▬▬▬ EX WATER MAIN



City of San Diego

ADDENDUM "A"

FOR

WATER GROUP JOB 947



| | |
|----------------------|------------------------|
| BID NO.: | <u>K-13-1063-DBB-3</u> |
| SAP NO. (WBS/IO/CC): | <u>B-11043</u> |
| CLIENT DEPARTMENT: | <u>2000</u> |
| COUNCIL DISTRICT: | <u>4</u> |
| PROJECT TYPE: | <u>KB</u> |

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

Professional Engineer



Seal:

For which proposals will be received at the Public Works Contracting Group, 1010 Second Avenue, Suite 1400, San Diego, California, until **2:00 PM** on **NOVEMBER 28th, 2012**.

A. CHANGES TO CONTRACT DOCUMENTS

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

B. VOLUME 1

1. To ALL REFERENCES to 1200 Third Avenue, Suite 200, MS 56P, San Diego, CA 92101, **DELETE** in their entirety and **SUBSTITUTE** with the following:
1010 Second Avenue, Suite 1400, MS 614C, San Diego, CA 92101
2. To ALL REFERENCES to Public Works Contracting Group's reception phone and fax numbers, **DELETE** in their entirety and **SUBSTITUTE** with the following:
Public Works Contracting Group's reception phone number (619) 533-3450, fax number (619) 533-3633.
3. To COVER PAGE, City Contact, **DELETE** in its entirety and **SUBSTITUTE** with the following:
Damian Singleton, Contract Specialist, Email address, dsingleton@sandiego.gov
Phone number (619) 533-3428, Fax number (619) 533-3633.
4. To REQUIRED DOCUMENTS SCHEDULE pages 5 through 6, **DELETE** in their entirety and **SUBSTITUTE** with pages 3 of 22 through 4 of 22 of this Addendum.
5. To the SUPPLEMENTARY SPECIAL PROVISIONS (SSP), **ADD** pages 5 of 20 of through 14 of 22 of this Addendum.

C. VOLUME 2

1. To the PROPOSAL (BID), pages 10 through 13, **DELETE** in their entirety and **SUBSTITUTE** with pages 15 of 22 through 19 of 22 of this Addendum.
2. To the BIDDING DOCUMENTS, **ADD** page 20 of 22 of this Addendum.

D. PLANS

1. To Drawing sheet number 36507-1-D and 36507-8-D, **DELETE** in their entirety and **REPLACE** with pages 21 of 22 through 22 of 22 of this Addendum.

Tony Heinrichs, Director
Public Works Department

Dated: *November 19, 2012*
San Diego, California

TH/ds/nb/lis

REQUIRED DOCUMENTS SCHEDULE

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

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

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

| ITEM | WHEN | BY | WHAT |
|------|---|---------------------|---|
| 1. | BID DUE DATE/TIME | ALL BIDDERS | Proposal (Bids) |
| 2. | BID DUE DATE/TIME | ALL BIDDERS | Bid Bond |
| 3. | BID DUE DATE/TIME | ALL BIDDERS | Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 |
| 4. | BID DUE DATE/TIME | ALL BIDDERS | Contractors Certification of Pending Actions |
| 5. | BID DUE DATE/TIME | ALL BIDDERS | Equal Benefits Ordinance Certification of Compliance |
| 6. | BID DUE DATE/TIME | ALL BIDDERS | Form AA35 - List of Subcontractors |
| 7. | BID DUE DATE/TIME | ALL BIDDERS | Form AA40 - Named Equipment/Material Supplier List |
| 8. | BID DUE DATE/TIME | ALL BIDDERS | Form AA45 – Subcontractors Additive/Deductive Alternate |
| 9. | WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS | ALL BIDDERS | SLBE-ELBE Good Faith Documentations |
| 10. | WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS | ALL BIDDERS | Form AA60 – List of Work Made Available |
| 11. | WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS | ALL BIDDERS | Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs. |
| 12. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided. |

| ITEM | WHEN | BY | WHAT |
|-------------|--|---------------------|---|
| 13. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License |
| 14. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Form BB05 - Work Force Report |
| 15. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contract Forms - Agreement |
| 16. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contract Forms - Payment and Performance Bond |
| 17. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Certificates of Insurance and Endorsements |
| 18. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contractor Certification - Drug-Free Workplace |
| 19. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contractor Certification - American with Disabilities Act |
| 20. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contractors Standards - Pledge of Compliance |
| 21. | BY 5th OF EACH MONTH | CONTRACTOR | Form CC20 - Monthly Employment Report |
| 22. | BY 5th OF EACH MONTH | CONTRACTOR | Form CC25 - Monthly Invoicing Report |
| 23. | PRIOR TO ACCEPTANCE | CONTRACTOR | Form CC10 - Contract Change Order (CCO) |
| 24. | PRIOR TO ACCEPTANCE | CONTRACTOR | Form CC15 - Final Summary Report |
| 25. | PRIOR TO ACCEPTANCE | CONTRACTOR | Affidavit of Disposal |

APPENDIX F

**AGREEMENT FOR APPLICATION OF
EMULSION-AGGREGATE SLURRY**

**AGREEMENT FOR APPLICATION OF
EMULSION-AGGREGATE SLURRY**

This Agreement for Application of Emulsion-Aggregate Slurry Related to **Water Group Job 947** [Agreement] is made and entered into by and between the City of San Diego [City] and ***Insert name of Contractor*** [Contractor] (collectively referred to herein as “the Parties”).

RECITALS

- A. WHEREAS, on or about ***Insert date***, the City and the Contractor entered into an agreement for the construction of **Water Group Job 947** [Contract], SAP No. (WBS/CC/IO) **B-11043**.
- B. WHEREAS, in accordance with the terms of the Contract, the City and the Contractor agreed that the slurry sealing work described in Section 302-4, “SLURRY SEAL SURFACING,” Rubberized Emulsion Aggregate Slurry (REAS) would not be performed during the months of November, December, January, February, and March [Winter Months].
- C. WHEREAS, work progressed in accordance with the Contract such that the slurry sealing work would, in the absence of the Parties’ agreement to the contrary, be performed during the Winter Months.
- D. WHEREAS, the City and the Contractor desire to enter into this Agreement in order to fulfill their obligations under 302-4, “SLURRY SEAL SURFACING” and 302-4.7, “Rubberized Emulsion Aggregate Slurry” of the Contract.

NOW, THEREFORE, in consideration of the mutual obligations of the Parties as set forth in the above Recitals, which are incorporated herein by this reference, the City and the Contractor agree as follows.

ARTICLE I - WORK TO BE PERFORMED

1.1 Performance of Work.

The Contractor agrees to perform all slurry sealing work as set forth in Sections 302-4 and 302-4.7 of the Contract and **sheet _____ 36507 - 08 -D of the Project’s Plans** [Slurry Work], which are incorporated by this reference as though fully set forth herein. The Slurry Work shall be performed in accordance with the Schedule of Work, attached hereto as “Exhibit A” and incorporated herein by this reference, or as otherwise agreed to by the Parties in a written change to the Schedule of Work. Unless otherwise specified, the time of completion of this Agreement shall be in Working Days.

For the purposes of this Agreement:

- a. References in the specified sections to the “Agency” shall mean the City and the “Work” shall mean the Slurry Work.
- b. References to the specified sections shall mean sections of the GREENBOOK (Standard Specifications for Public Works Construction), the City Supplements in The WHITEBOOK, and Supplementary Special Provisions (SSP) under the editions specified in the Contract.

1.2 Working Day.

See the City Supplements, Section 1-2, “TERMS AND DEFINITIONS.” The Engineer will make a daily determination of each Working Day to be charged against the Agreement time. These determinations will be discussed and the Contractor will be furnished a periodic statement showing allowable number of Working Days of Agreement time, including any adjustments, at the beginning of the reporting period. The statement will also indicate the number of Working Days charged during the reporting period and the number of Working Days of Agreement time remaining. If the Contractor does not agree with the statement, it shall file a written protest within 15 days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

1.3 Prosecution of Slurry Work.

Section 6-2, “Prosecution of the Work” is incorporated into this Agreement by this reference as though fully set forth herein.

1.4 Project Site Maintenance.

Section 7-8, “Work Site Maintenance” is incorporated into this Agreement by this reference as though fully set forth herein.

1.5 Protection and Restoration of Existing Improvements.

Section 7-9, “Protection and Restoration of Existing Improvements” is incorporated into this Agreement by this reference as though fully set forth herein.

1.6 Public Convenience and Safety.

Section 7-10, “Public Convenience and Safety” is incorporated into this Agreement by this reference as though fully set forth herein.

1.7 Completion, Acceptance, and Guarantee.

The Engineer will inspect the Slurry Work in accordance with Section 302-4 and 302-4.7 of the Contract. The Contractor shall provide the Engineer with written notice that the Slurry Work has been completed. If the Engineer determines that the Slurry Work has been completed to the Engineer’s reasonable satisfaction and is ready for

acceptance, the Engineer will accept the completed Work by sending written notice to the Contractor specifying the date of acceptance. All Slurry Work shall be subject to the warranty requirements of the Contract as specified in Section 6-8, "COMPLETION, ACCEPTANCE, AND WARRANTY."

1.8 Payment to Contractor.

Upon completion of the Slurry Work, the City will pay the Contractor for slurry work, bonds, insurance, and traffic control in accordance with the applicable sections of the Contract.

1.9 Delays and Extensions of Time.

Section 6-6, "Delays and Extensions of Time" is incorporated into this Agreement by this reference as though fully set forth herein.

1.10 Liquidated Damages.

Section 6-9, "Liquidated Damages" is incorporated into this Agreement by this reference as though fully set forth herein.

ARTICLE II - BOND/INSURANCE/INDEMNIFICATION

2.1 Faithful Performance Bond.

Prior to execution of this Agreement, the Contractor shall provide the City with a faithful performance bond [Bond] in the amount of **\$[*insert amount of Contractor's bid item for slurry work]**, guaranteeing faithful performance of all Slurry Work, within the time prescribed in this Agreement, in a manner satisfactory to City, and that all materials and workmanship will be free from original or developed defects. The Bond must remain in effect until the end of all warranty periods set forth in this Agreement. The Bond shall comply with Section 2-4, "CONTRACT BONDS" of the Contract.

2.2 Insurance.

Section 7-3, "Liability Insurance" is incorporated into this Agreement by this reference as though fully set forth herein. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage required by Section 7-3, "LIABILITY INSURANCE" of the Contract for:

- a. Commercial General Liability.**
- b. Commercial Automobile Liability.**
- c. Worker's Compensation.**

All policies must be primary and non-contributing to any insurance that may be carried by the City, as reflected in an endorsement, which shall be submitted to the City. The policies shall not be canceled, non-renewed, or materially changed except after 30 days prior written notice by the Contractor or the insurance carrier to the City by certified mail, except for non-payment of premium, in which case 10 days notice shall be provided.

2.3 Indemnification.

Section 7-15, Indemnification and Hold Harmless Agreement is incorporated into this Agreement by this reference as though fully set forth herein.

ARTICLE III - DEFAULT/TERMINATION

3.1 Termination of the Contract for Default.

Section 6-4, "Termination of the Contract for Default" is incorporated into this Agreement by this reference as though fully set forth herein.

3.2 Termination of the Contract for Convenience.

Section 6-5, "Termination of the Contract for Convenience" is incorporated into this Agreement by this reference as though fully set forth herein.

ARTICLE IV - CONTRACTOR OBLIGATIONS

4.1 Compliance with the City's Equal Opportunity Contracting Program.

The Contractor and each Subcontractors shall comply with the City's Equal Opportunity Contracting Program requirements which the Contractor acknowledges receiving in conjunction with the Contract.

4.2 Non-Discrimination Ordinance.

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

4.3 Compliance Investigations.

Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the

Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code sections 22.3501-22.3517.) The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of the Nondiscrimination Ordinance.

4.4 Drug-Free Workplace.

The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this Agreement by this reference. The Contractor has certified to the City that it will provide a drug-free workplace by submitting a Contractor Certification for a Drug-Free Workplace form.

The Contractor further certifies that any subcontract for this Agreement shall contain language that binds the Subcontractor to comply with the drug-free workplace requirements of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. The Contractor and Subcontractors shall be individually responsible for their own drug-free work place program.

4.5 Compliance with Controlling Law.

The Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including the California Labor Code. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

ARTICLE V - GENERAL PROVISIONS

5.1 Jurisdiction, Venue, and Attorney's Fees.

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

5.2 Successors in Interest.

This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

5.3 Integration.

This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change or an amendment to this Agreement agreed to by Parties. All prior negotiations and agreements are merged into this Agreement.

5.4 No Waiver.

No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

5.5 Severability.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

5.6 Drafting Ambiguities.

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision, which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

5.7 City Acts/Approvals.

Whenever an act or approval is required by the City in accordance with the terms of this Agreement, the Public Works Department Director or duly designated representative shall perform act or approval.

5.8 Signing Authority.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist..

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, by and through its Public Works Department Director in accordance with Resolution No. _____, and by Contractor.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By _____

By _____

Print Name: _____
Mayor or designee

Print Name: _____
Deputy City Attorney

Date: _____

Date: _____

CONTRACTOR

By _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A
SCHEDULE OF WORK

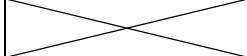
BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **WATER GROUP JOB 947**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

| Item | Quantity | Unit | Payment Reference | NAICS | Description | Unit Price | Extension |
|-----------------|----------|------|-------------------|--------|---|-----------------------|-------------|
| BASE BID | | | | | | | |
| 1. | 1 | LS | 2-4.1 | 237110 | Bonds (Payment and Performance) | | \$ |
| 2. | 1 | EA | 3-3.2.2 | 237110 | Certified Payroll | \$ | \$ |
| 3. | 1 | LS | 7-9.1.1 | 238990 | Video Recording of Pre-existing Conditions | | \$ |
| 4. | 1 | LS | 7-10.2.7 | 237310 | Traffic Control | | \$ |
| 5. | 1 | LS | 7-10.2.7 | 237310 | Flashing Arrow Boards | | \$ |
| 6. | 1 | LS | 7-16.3 | 237110 | Community Liaison | | \$ |
| 7. | 1 | LS | 9-3.4.1 | 237110 | Mobilization | | \$ |
| 8. | 1 | AL | 9-3.5 | 237110 | Field Orders – Type II Allowance | | \$51,992.00 |
| 9. | 50 | CY | 300-1.4 | 237310 | Additional Pavement Removal & Disposal | \$ | \$ |
| 10. | 6 | EA | 302-1.12 | 238210 | Traffic Detector Loop Replacement | \$ | \$ |
| 11. | 72505 | SF | 302-4.5 | 237310 | Rubberized Emulsion-Aggregate Slurry Seal Type II (REAS) and Striping | \$ | \$ |
| 12. | 5 | TON | 302-4.5 | 237310 | AC Patching for Slurry Seal | \$ | \$ |
| 13. | 1 | LS | 302-4.5.1 | 237310 | Bond for Slurry Seal | | \$ |
| 14. | 1000 | SF | 302-5.2.1 | 237310 | Pavement Restoration Adjacent to Trench | \$ | \$ |
| 15. | 300 | LB | 302-13.5 | 237310 | Crack Seal | \$ | \$ |

BIDDING DOCUMENTS

| Item | Quantity | Unit | Payment Reference | NAICS | Description | Unit Price | Extension |
|-------------|-----------------|-------------|--------------------------|--------------|--|---|------------------|
| 16. | 500 | SF | 303-5.9 | 237310 | Additional Sidewalk Removal and Replacement | \$ | \$ |
| 17. | 12 | EA | 303-5.10.2 | 237310 | Curb Ramp Type A w/ Stainless Steel Detectable Warning Tiles | \$ | \$ |
| 18. | 8 | EA | 303-5.10.2 | 237310 | Curb Ramp Type C-1 w/ Stainless Steel Detectable Warning Tiles | \$ | \$ |
| 19. | 2 | EA | 303-5.10.2 | 237310 | Curb Ramp Type C w/ Stainless Steel Detectable Warning Tiles | \$ | \$ |
| 20. | 250 | CY | 306-1.2.1.1 | 237110 | Additional Bedding | \$ | \$ |
| 21. | 250 | TON | 306-1.6 | 237110 | Imported Backfill | \$ | \$ |
| 22. | 160 | TON | 306-1.5.1 | 237310 | Temporary Resurfacing | \$ | \$ |
| 23. | 2644 | LF | 306-1.6 | 237110 | 12-Inch Water Main Class 235 | \$ | \$ |
| 24. | 90 | LF | 306-1.6 | 237110 | 8-Inch Water Main Class 235 | \$ | \$ |
| 25. | 24 | EA | 306-14.1 | 237110 | 1-Inch Water Service | \$ | \$ |
| 26. | 4 | EA | 306-14.1 | 237110 | 2-Inch Water Service | \$ | \$ |
| 27. | 1 | EA | 306-1.6 | 237110 | 6-Inch Fire Service Connection | \$ | \$ |
| 28. | 1 | EA | 306-1.6 | 237110 | 6-Inch Fire Hydrant Assembly & Marker | \$ | \$ |
| 29. | 19 | EA | 306-1.6 | 237110 | 12-Inch Gate Valve | \$ | \$ |
| 30. | 1 | EA | 306-18 | 237110 | 2-Inch Blowoff Valve Assembly | \$ | \$ |
| 31. | 9 | EA | 306-1.6 | 237110 | 8-Inch Gate Valve | \$ | \$ |
| 32. | 500 | SF | 700-1.3.1.5 | 237110 | Pavement Restoration for City Forces Final Connection | \$ | \$ |
| 33. | 1 | LS | 801-9.4 | 541330 | Water Pollution Control Program Development |  | \$ |

BIDDING DOCUMENTS

| Item | Quantity | Unit | Payment Reference | NAICS | Description | Unit Price | Extension |
|---|-----------------|-------------|--------------------------|--------------|---|---------------------------------|------------------|
| 34. | 1 | LS | 801-9.4 | 237990 | Water Pollution Control Program Implementation | | \$ |
| ESTIMATED TOTAL BASE BID | | | | | | | \$ |
| ADDITIVE ALTERNATE "A" | | | | | | | |
| 1. | 1 | LS | 600-1.2.2.10 | 237110 | High-lining by the Contractor | | \$ |
| 2.. | 12 | EA | 600-1.3.2.10 | 237110 | 8-Inch through 12-Inch Connections to the Existing System by Contractor | \$ | \$ |
| 3.. | 1 | EA | 600-1.3.2.10 | 237110 | 12-Inch through 12-Inch Tee by Contractor | \$ | \$ |
| 4.. | 12 | EA | 600-1.4.9 | 237110 | Cut and Plug of The Existing System by Contractor | \$ | \$ |
| ESTIMATED TOTAL ADDITIVE ALTERNATE "A" | | | | | | | \$ |
| ESTIMATED TOTAL BASE BID PLUS ADDITIVE ALTERNATE "A" | | | | | | | \$ |

TOTAL BID PRICE FOR BID (Items 1 through 34, PLUS Additive Alternate "A" Items 1 through 4 inclusive) amount written in words:

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on this Bid form.

List the Addenda received and being acknowledged: _____

If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, the Bid shall be rejected as being **non-responsive**.

BIDDING DOCUMENTS

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

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

Bidder: _____

Title: _____

Business Address: _____

Place of Business: _____

Place of Residence: _____

Signature: _____

BIDDING DOCUMENTS

NOTES:

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

BIDDING DOCUMENTS

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

(USE ONLY WHEN ALTERNATES ARE REQUIRED)

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

| ADDITIVE/ DEDUCTIVE ALTERNATE | NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB① | WHERE CERTIFIED② | CHECK IF JOINT VENTURE PARTNERSHIP |
|-------------------------------------|--|----------------------------|--------------|--------------------------------|--|---------------------|--|
| | Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |
| | Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |
| | Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |
| | Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |

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

| | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

| | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Bidder will not receive any subcontracting participations percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

WATER GROUP JOB 947

CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT THE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- THE CONTRACTOR SHALL NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (i.e., 69 KV & HIGHER)
- THE CONTRACTOR SHALL EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- EXISTING MAINS SHALL BE KEPT IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SHOWN ON PLANS.
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- THE CITY FORCES, WHERE CALLED OUT, WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 5-1.
- EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- FOR COORDINATION FOR THE SHUTDOWN OF TRANSMISSION MAINS (16 INCHES AND LARGER), CONTACT THE CITY'S SENIOR WATER DISTRIBUTION OPERATIONS SUPERVISOR AT (619) 527-7465. FOR COORDINATION FOR THE SHUTDOWN OF DISTRIBUTION MAINS (SMALLER THAN 16 INCHES), CONTACT THE CITY'S WATER OPERATIONS DISTRICT MANAGER AT (619) 527-3945.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OR A RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR THE REGISTERED CIVIL ENGINEER AS REQUIRED BY THE LAND SURVEYOR'S ACT (BUSINESS AND PROFESSIONS CODE 8771).

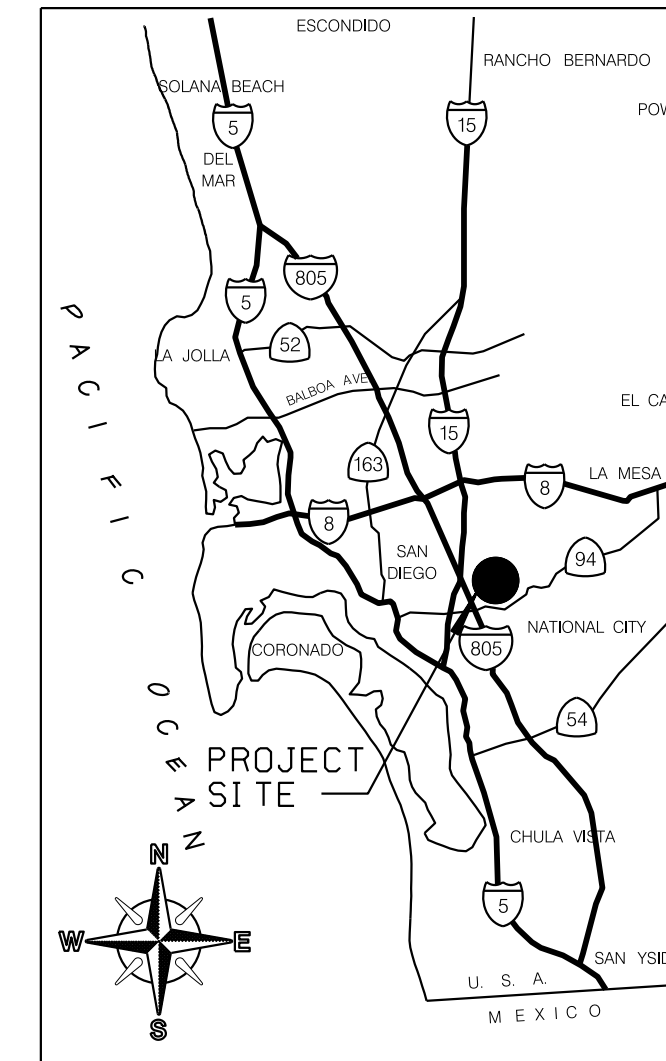
LIMITS OF WORK

| SHEET NO. | DISCIPLINE CODE | TITLE | LIMITS | PIPE | | LENGTH (FT) |
|-----------|-----------------|--------------|-------------------------------------|-----------|----------|----------------------|
| | | | | SIZE (IN) | MATERIAL | |
| 1 | G-1 | COVER SHEET | | | | |
| 2 | C-1 | FEDERAL BLVD | 47TH ST TO DUVAL ST | 12 | WATER | 800.00 |
| 3 | C-2 | FEDERAL BLVD | DUVAL ST TO MARY LOU ST | 12 | WATER | 800.00 |
| 4 | C-3 | FEDERAL BLVD | MARY LOU ST TO ALTADENA AVE | 12 | WATER | 700.00 |
| 5 | C-4 | FEDERAL BLVD | ALTADENA AVE TO EUCLID AVE | | | 343.67 |
| 6 | C-5 | | CITY FORCES | | | TOTAL WATER 2,643.67 |
| 7 | C-6 | | CURB RAMP LOCATION | | | |
| 8 | C-7 | | STREET RESURFACING/ALIGNMENT REPORT | | | |
| 9 | C-8 | | WATER POLLUTION CONTROL PLAN | | | |

DISCIPLINE CODE
G GENERAL
C CIVIL

WORK TO BE DONE

CONSTRUCTION CONSISTS OF THE INSTALLATION OF 2,643.67 LINEAR FEET OF NEW 12 INCH WATER MAINS, WATER SERVICES, VALVES, AND FIRE HYDRANTS. IN ADDITION, INSTALLING CURB RAMPS AND STREET RESURFACING AND ALL OTHER WORK AND APPURTANES IN ACCORDANCE WITH SPECIFICATION NO. AND DRAWINGS NUMBERED 36507-01-D THROUGH 36507-9-D.



VICINITY MAP
NOT TO SCALE

IMPROVEMENTS

TRENCH RESURFACING

WATER MAIN & APPURTANANCES

VALVES WITH CAPS AND WELLS

FIRE SERVICE ASSEMBLY CONNECTION

6" FIRE HYDRANT ASSEMBLY & MARKER 2-PORT UNLESS SPECIFIED AS 3-PORT

1" WATER SERVICE UNLESS OTHERWISE SPECIFIED

BLOW-OFF ASSEMBLY

AIR & VACUUM VALVE

SURVEY MONUMENT

FOR ADDITIONAL SYMBOLS SEE RESURFACING, CURB RAMP, HORIZONTAL ALIGNMENT COORDINATE AND TRAFFIC CONTROL SHEETS.

LEGEND

STANDARD DRAWINGS

SYMBOL

SDG-107

SDW-100, WP-01, WT-01,

SDW-100, SDW-109, WV-02 TYPE B, WV-03, WV-04, WV-5

SDW-109, SDW-118, SDW-141, WF-05, WV-02 TYPE B

SDW-100, SDW-109, M-19, WF-04, WP-01, WV-02 TYPE B

SDW-100, SDW-134, SDW-135, SDW-136, SDW-137, SDW-138, WP-01, WS-01, WS-02, WS-03

SDW-100, SDW-106, WB-01, WB-02, WB-03, WB-04, WB-05,

SDW-100, SDW-117, WA-01, WA-02, WA-04, WA-06

M-10

STORM WATER PROTECTION

- THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R9-2007-0001 AND WATER POLLUTION CONTROL PLAN.
- TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: LOW

ABBREVIATIONS

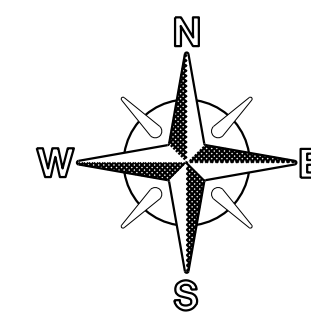
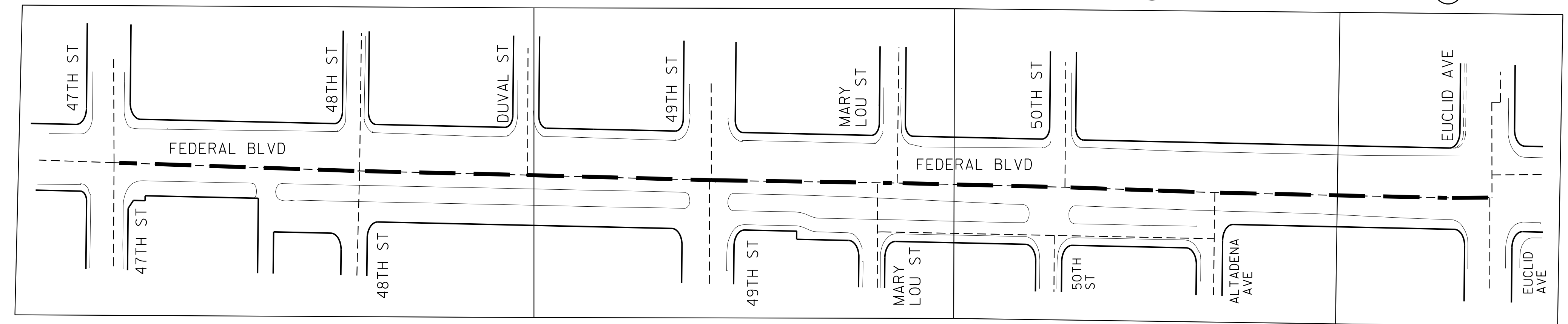
| | | | | | |
|---------|----------------------|-----------|---------------------------|------|---------------------|
| ABAND | ABANDON | EB | ENCASED BURIED | OVHD | OVER HEAD |
| ABAND'D | ABANDONED | EL, ELEV | ELEVATION | PVC | POLYVINYL CHLORIDE |
| AC | ASBESTOS CEMENT PIPE | ELEC | ELECTRIC | PROP | PROPOSED |
| AHD | AHEAD | EX, EXIST | EXISTING | RED | REDUCER |
| ASSY | ASSEMBLY | E/O | EAST OF | RT | RIGHT |
| BK | BACK | F | FLANGE | S | SURVEY LINE |
| BTWN | BETWEEN | GV | GATE VALVE | SO | STUB OUT |
| CATV | CABLE TV | HDPE | HIGH-DENSITY POLYETHYLENE | S/O | SOUTH OF |
| CI | CAST IRON PIPE | HP | HIGH PRESSURE | SWR | SEWER |
| C | CENTER LINE | IE | INVERT ELEVATION | TEL | TELEPHONE |
| COND | CONDUIT | LT | LEFT | UNK | UNKNOWN |
| CONT | CONTINUED | MJ | MECHANICAL JOINT | VC | VITRIFIED CLAY PIPE |
| CONTR | CONTRACTOR | MTD | MULTIPLE TELEPHONE DUCT | WM | WATER METER |
| DB | DIRECT BURIED | N/O | NORTH OF | WTR | WATER |
| | | | | W/O | WEST OF |

EXISTING STRUCTURES

| | |
|-------------------------------|-----------------|
| EX WATER MAIN & VALVES | -----●----- |
| EX WATER METER | -----□----- |
| EX FIRE HYDRANT | ○-----● |
| EX SEWER MAIN & MANHOLES | -----○----- |
| EX DRAINS | ===== |
| EX PAVEMENT (PROFILE) | ////// |
| EX GROUND LINE (PROFILE) | |
| EX TRAFFIC SIGNAL | ○KTS |
| EX STREET LIGHT | ★SL |
| GAS MAIN | -----T----- |
| ELEC. COND., TEL. COND., CATV | ---E---T---C--- |
| RAILROAD, TROLLEY TRACKS | |

FIELD DATA

BENCHMARK: 50TH & FEDERAL 223.175 SWBP
FIELD NOTES: CHIEF: RUSSELL, INDEX 202-1740
DATUM: MEAN SEA LEVEL
STREETS REQUIRING 12" TRENCH CAP:
FEDERAL BLVD



KEY MAP
NO SCALE

G-1

PLANS FOR THE CONSTRUCTION OF WATER GROUP JOB 947 COVER SHEET

| | | | | |
|---|--------------|-------------|----------------|--|
| CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 1 OF 9 SHEETS | | | | WATER WBS B-II043 |
| APPROVED FOR CITY ENGINEER | DATE | 9/24/12 | | DESIGNED BY MAHMOUD ORIQAT ASSOCIATE ENGINEER |
| DESCRIPTION ORIGINAL | BY RD/BW | APPROVED MO | DATE | ROBERTO DIAWATAN PROJECT ENGINEER |
| ADDENDUM A | RD/BW | MO | | SEE SHEETS CCS27 COORDINATE |
| | | | | SEE SHEETS CCS83 COORDINATE |
| CONTRACTOR | DATE STARTED | INSPECTOR | DATE COMPLETED | 36507-01-D |

| AS-BUILT INFORMATION | | SPEC. NO. |
|----------------------|--------------|-----------|
| MATERIALS | MANUFACTURER | |
| PIPE CL 235 (WATER) | - | |
| GATE VALVES | - | |
| FIRE HYDRANTS | - | |
| | - | |
| | - | |

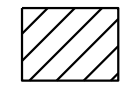
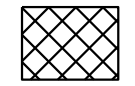
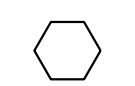


| CONSTRUCTION CHANGE / ADDENDUM | | | |
|--------------------------------|----------|---------------------------------|--------------|
| CHANGE | DATE | AFFECTED OR ADDED SHEET NUMBERS | APPROVAL NO. |
| A | 10-31-12 | SHEET 8 - RESURFACING | |

| WARNING | |
|---|---|
| 0 | 1 |
| IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE. | |

CITY OF SAN DIEGO
PUBLIC WORKS PROJECT



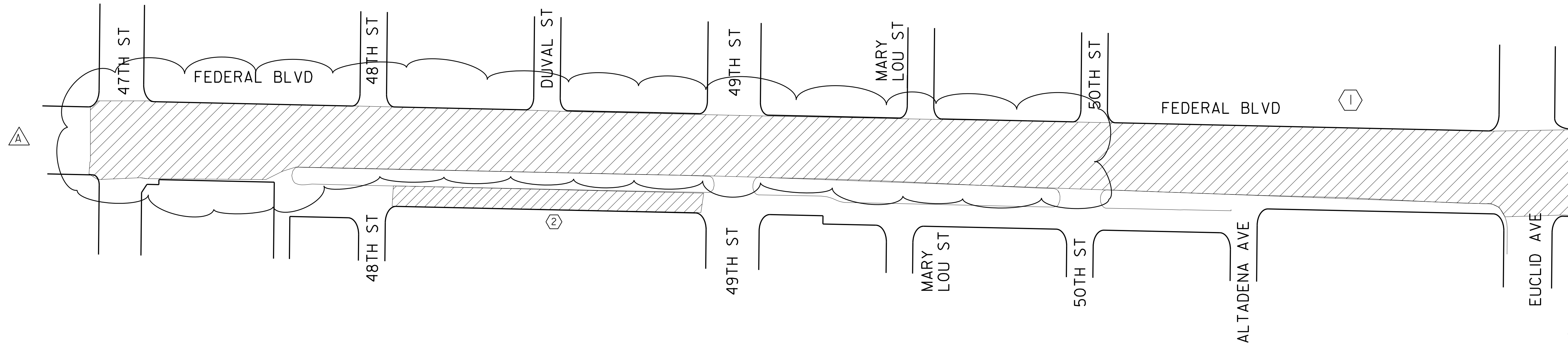
| LEGEND | |
|---|---|
|  | APPROXIMATE LOCATION OF SLURRY SEAL |
|  | APPROX. LIMITS OF RESURFACE AC OVERLAY |
|  | LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET) |
| | COLD MILLING ASPHALT CONCRETE PAVEMENT; SDG-139 |

| PAVING SCHEDULE NOTES | | | | | | |
|---------------------------|---------------|----------------------|---------|---------|--------|--------------|
| NO. | LOCATION | RESTORATION REQUIRED | STATION | STATION | WIDTH | APPROX. AREA |
| ① | FEDERAL BLVD | SLURRY | 1+00 | 27+44 | VARIES | 191,400 |
| ② | FRONTAGE ROAD | SLURRY | 6+00 | 11+50 | 20' | 11,650 |
| TOTAL AREA OF SLURRY SEAL | | | | | | 203,050 SF |

| PAVEMENT CORE SAMPLE SCHEDULE | | |
|-------------------------------|--------------------------------------|--|
| SAMPLE NO. | LOCATION OF SAMPLE COLLECTED | PAVING THICKNESS |
| ① | 4705 FEDERAL BLVD, 12' NORTH OF CURB | 9 1/2" AC ON NATIVE SUBGRADE (3 AC LAYERS) |
| ② | 4760 FEDERAL BLVD, 12' NORTH OF CURB | 14" AC ON NATIVE SUBGRADE (4 AC LAYERS) |
| ③ | 4833 FEDERAL BLVD, 12' NORTH OF CURB | 10" AC ON NATIVE SUBGRADE (4 AC LAYERS) |
| ④ | 4868 FEDERAL BLVD, 10' NORTH OF CURB | 6" AC ON NATIVE SUBGRADE (4 AC LAYERS) |
| ⑤ | 4916 FEDERAL BLVD, 12' NORTH OF CURB | 7" AC ON NATIVE SUBGRADE (3 AC LAYERS) |
| ⑥ | 4975 FEDERAL BLVD, 12' NORTH OF CURB | 8" AC ON NATIVE SUBGRADE (3 AC LAYERS) |
| ⑦ | 5030 FEDERAL BLVD, 12' NORTH OF CURB | 12" AC ON NATIVE SUBGRADE (3 AC LAYERS) |
| ⑧ | 5073 FEDERAL BLVD, 10' NORTH OF CURB | 7 3/4" AC ON NATIVE SUBGRADE (3 AC LAYERS) |

SEE NEW PAVING SCHEDULE THIS SHEET

⚠ DELETE SLURRY SEAL OPERATIONS FROM 47TH STREET TO 50TH STREET.

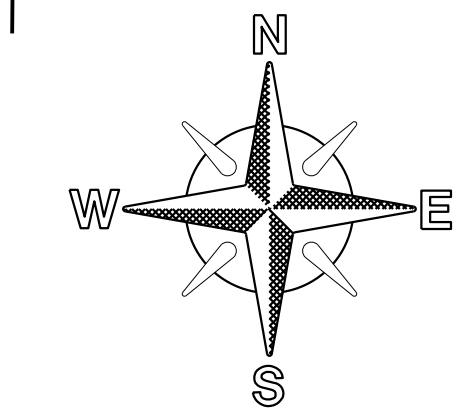


ALIGNMENT REPORT

Alignment Name: 1
 Alignment Description:
 Alignment Style: Default
 Station Northing Easting
 Element: Linear
 POB (101) 1+00.00 1843320.22 6302234.72
 Tangential Direction: S 88°36'43" 54" E
 Tangential Length: 472.07
 PI (102) 5+72.07 1843309.78 6302706.68
 PI (103) 8+94.97 1843305.31 6303029.55
 Tangential Direction: S 89°36'42" 25" E
 Element: Linear
 PI (103) 8+94.97 1843305.31 6303029.55
 PI (104) 12+48.36 1843299.02 6303382.88
 Tangential Direction: S 88°36'45" 49" E
 Tangential Length: 353.39
 Element: Linear
 PI (104) 12+48.36 1843299.02 6303382.88
 PI (105) 15+67.87 1843295.84 6303702.37
 Tangential Direction: S 89°36'42" 5" E
 Tangential Length: 319.50
 Element: Linear
 PI (105) 15+67.87 1843295.84 6303702.37
 PI (106) 16+05.51 1843295.50 6303740.01
 Tangential Direction: S 89°36'42" 9" E
 Tangential Length: 37.64

Element: Linear
 PI (106) 16+05.51 1843295.50 6303740.01
 PI (107) 19+28.09 1843290.34 6304062.55
 Tangential Direction: S 89°36'40" 5" E
 Tangential Length: 322.58
 Element: Linear
 PI (107) 19+28.09 1843290.34 6304062.55
 PI (108) 21+02.44 1843286.33 6304236.86
 Tangential Direction: S 88°36'44" 0" E
 Tangential Length: 174.35
 Element: Linear
 PI (108) 21+02.44 1843286.33 6304236.86
 PI (109) 22+16.28 1843283.72 6304350.67
 Tangential Direction: S 88°36'44" 1" E
 Tangential Length: 113.84
 Element: Linear
 PI (109) 22+16.28 1843283.72 6304350.67
 PI (110) 26+67.15 1843277.22 6304801.49
 Tangential Direction: S 89°36'41" 0" E
 Tangential Length: 450.87
 Element: Linear
 PI (110) 26+67.15 1843277.22 6304801.49
 POE (111) 27+49.01 1843277.60 6304883.35
 Tangential Direction: N 89°36'44" 3" E
 Tangential Length: 81.86

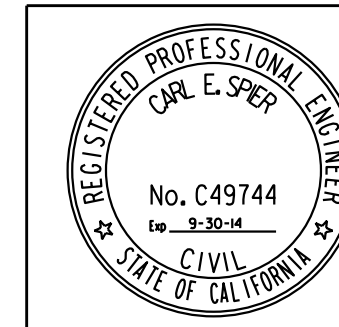
| NEW PAVING SCHEDULE NOTES | | | | | | |
|---------------------------|---------------|----------------------|---------|---------|--------|--------------|
| NO. | LOCATION | RESTORATION REQUIRED | STATION | STATION | WIDTH | APPROX. AREA |
| ① | FEDERAL BLVD | SLURRY | 19+20 | 27+44 | VARIES | 60,855 |
| ② | FRONTAGE ROAD | SLURRY | 6+00 | 11+50 | 20' | 11,650 |
| TOTAL AREA OF SLURRY SEAL | | | | | | 72,505 SF |



NO SCALE

C-7

| | | | |
|---|-----------------|---|--------------------------------|
| WATER GROUP JOB 947 STREET RESURFACING & ALIGNMENT REPORT | | | |
| CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 8 OF 9 SHEETS | | | WATER WBS B-11043 SEWER WBS |
| APPROVED: <i>[Signature]</i> FOR CITY ENGINEER | DATE 9/24/12 | DRAWN BY: MAHMOUD ORIQAT ASSOCIATE ENGINEER | |
| DESCRIPTION | BY | APPROVED | DATE |
| ORIGINAL | RD/BW | | |
| ADDENDUM A | RD/BW | MO | |
| CHECKED BY: ROBERTO DIAWATAN PROJECT ENGINEER | | | SEE SHEETS CCS27 COORDINATE |
| | | | SEE SHEETS CCS83 COORDINATE |
| CONTRACTOR | | | DATE STARTED |
| INSPECTOR | | | DATE COMPLETED |
| | | | 36507-08-D |



STREET RESURFACING/ALIGNMENT REPORT

City of San Diego

CONTRACTOR'S NAME: ORTIZ CORPORATION
ADDRESS: 2000 MC KINLEY AVENUE, NATIONAL CITY, CA 91950
TELEPHONE NO.: 619-434-7925 FAX NO.: 619-434-7931
CITY CONTACT: Damian Singleton, Contract Administrator, email: dsingleton@sandiego.gov
Phone No. 619-235-5272, Fax No. 619-236-5904
M ORIQAT / NB / LS

CONTRACT DOCUMENTS



FOR WATER GROUP JOB 947

VOLUME 2 OF 2

| | |
|-----------------------|------------------------|
| BID NO.: | <u>K-13-1063-DBB-3</u> |
| SAP NO. (WBS/IO/CC).: | <u>B-11043</u> |
| CLIENT DEPARTMENT: | <u>2000</u> |
| COUNCIL DISTRICT: | <u>4</u> |
| PROJECT TYPE: | <u>KB</u> |

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

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

TABLE OF CONTENTS

Volume 2 - Bidding Documents

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

| <u>DESCRIPTION</u> | <u>PAGE NUMBER</u> |
|---|--------------------|
| Bid/Proposal | 3-5 |
| Bid Bond..... | 6 |
| Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 | 7 |
| Contractors Certification of Pending Actions | 8 |
| Equal Benefits Ordinance Certification of Compliance | 9 |
| Proposal (Bid)..... | 10-13 |
| Form AA35 List of Subcontractors | 14 |
| Form AA40 Named Equipment/Material Supplier List | 15 |

BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted N/A
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted N/A
- (2) Name of each member of partnership [indicate character of each partner, general or special (limited):

BIDDING DOCUMENTS

(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner

(4) Place of Business (Street & Number) _____
(5) City and State _____ Zip Code _____
(6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted ORTIZ CORPORATION

(2) Signature, with official title of officer authorized to sign for the corporation:


(Signature)

MARCELINO E. ORTIZ
(Printed Name)

PRESIDENT
(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of CALIFORNIA
(4) Place of Business (Street & Number) 2000 MC KINLEY AVENUE
(5) City and State NATIONAL CITY, CA Zip Code 91950
(6) Telephone No. 619-434-7925 Facsimile No. 619-434-7931

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A

LICENSE NO. 602454 EXPIRES SEPTEMBER 30TH, 2014

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

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: JOSE@ORTIZCORPORATION.COM & LUCY@ORTIZCORPORATION.COM

BIDDING DOCUMENTS

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature Marciano E. Ortiz Title PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 28th DAY OF NOV, 2012.

Notary Public in and for the County of San Diego, State of California

Lu Ma Liberato

(NOTARIAL SEAL)



State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me this 28th day of NOV, 2012, by Marciano E. Ortiz, proved to me on the basis of satisfactory evidence to be the person (s) who appeared before me.

Lu Ma Liberato
Signature _____ (Seal).

BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That Ortiz Corporation as Principal, and
International Fidelity Insurance Company as Surety, are
held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of
10% OF THE TOTAL BID AMOUNT for the payment of which sum, well and truly to be made,
we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

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

Project No. K-13-1063-DBB-3 / Water Group 947

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time
and in the manner required in the "Invitation to 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 27th day of November, 20 12

Ortiz Corporation (SEAL) International Fidelity Insurance Company (SEAL)
(Principal) (Surety)

By: Marcia Ortiz (Signature) By: Bart Stewart (Signature) Bart Stewart, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BART STEWART

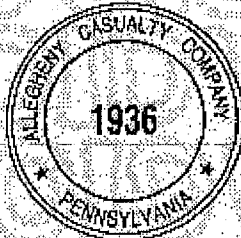
Encinitas, CA.

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012:

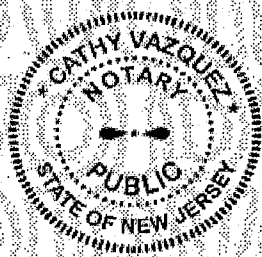


STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27th day of November, 2012

MARIA BRANCO, Assistant Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 11/27/2012 before me, Laura Ashley Aceves, Notary Public
(Here insert name and title of the officer)

personally appeared Bart Stewart

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.

WITNES My hand and official seal.


 Signature of Notary Public

(Notary 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 _____

 (Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

 (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- 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

BIDDING DOCUMENTS

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106

State of California)
County of SAN DIEGO) ss.

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

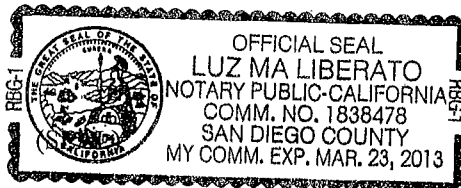
Signed: [Signature]
Title: PRESIDENT

Subscribed and sworn to before me this 28th day of Nov, 2012
[Signature]
Notary Public

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me this 28th day of Nov, 2012, by Marcelino E. Ortiz, proved to me on the basis of satisfactory evidence to be the person (s) who appeared before me.

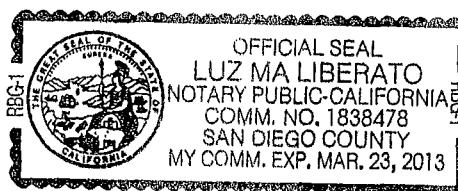
[Signature]
(Seal).



JURAT

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me this 28th day of
NOV, 2012, by Marcelino E. Ortiz, proved to me
on the basis of satisfactory evidence to be the person (s) who
appeared before me.



Signature Lu M. Liberato (Seal)

BIDDING DOCUMENTS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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

| COMPANY INFORMATION | |
|---|---|
| Company Name: ORTIZ CORPORATION | Contact Name: LUCY ORTIZ |
| Company Address: 2000 MC KINLEY AVENUE | Contact Phone: 619-434-7925 |
| NATIONAL CITY, CA 91950 | Contact Email: Lucy@ortizcorporation.com |

| CONTRACT INFORMATION | |
|--|-----------------------------|
| Contract Title: WATER GROUP 947 | Start Date: FEB 2013 |
| Contract Number (if no number, state location): K-13-1063-DBB-3 | End Date: OCT 2013 |

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):

- Provides equal benefits to spouses and domestic partners.
- Provides no benefits to spouses or domestic partners.
- Has no employees.
- Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

MARCELINO E. ORTIZ-PRESIDENT

Marcelino E. Ortiz

11/28/12

Name/Title of Signatory

Signature

Date

| FOR OFFICIAL CITY USE ONLY | | |
|----------------------------|--------------|---|
| Receipt Date: | EBO Analyst: | <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason: |

(Rev 02/15/2011)

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **WATER GROUP JOB 947**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

| Item | Quantity | Unit | Payment Reference | NAICS | Description | Unit Price | Extension |
|-----------------|----------|------|-------------------|--------|---|---------------------------------|--------------|
| BASE BID | | | | | | | |
| 1. | 1 | LS | 2-4.1 | 237110 | Bonds (Payment and Performance) | | \$ 5,400.00 |
| 2. | 1 | EA | 3-3.2.2 | 237110 | Certified Payroll | \$ 100.00 | \$ 100.00 |
| 3. | 1 | LS | 7-9.1.1 | 238990 | Video Recording of Pre-existing Conditions | | \$ 550.00 |
| 4. | 1 | LS | 7-10.2.7 | 237310 | Traffic Control | | \$ 4,025.00 |
| 5. | 1 | LS | 7-10.2.7 | 237310 | Flashing Arrow Boards | | \$ 1,500.00 |
| 6. | 1 | LS | 7-16.3 | 237110 | Community Liaison | | \$ 7,500.00 |
| 7. | 1 | LS | 9-3.4.1 | 237110 | Mobilization | | \$ 3,000.00 |
| 8. | 1 | AL | 9-3.5 | 237110 | Field Orders – Type II Allowance | | \$51,992.00 |
| 9. | 50 | CY | 300-1.4 | 237310 | Additional Pavement Removal & Disposal | \$ 50.00 | \$ 2,500.00 |
| 10. | 6 | EA | 302-1.12 | 238210 | Traffic Detector Loop Replacement | \$ 540.00 | \$ 3,240.00 |
| 11. | 72505 | SF | 302-4.5 | 237310 | Rubberized Emulsion-Aggregate Slurry Seal Type II (REAS) and Striping | \$ 0.54 | \$ 39,152.70 |
| 12. | 5 | TON | 302-4.5 | 237310 | AC Patching for Slurry Seal | \$ 150.00 | \$ 750.00 |
| 13. | 1 | LS | 302-4.5.1 | 237310 | Bond for Slurry Seal | | \$ 100.00 |
| 14. | 1000 | SF | 302-5.2.1 | 237310 | Pavement Restoration Adjacent to Trench | \$ 7.00 | \$ 7,000.00 |
| 15. | 300 | LB | 302-13.5 | 237310 | Crack Seal | \$ 22.00 | \$ 6,600.00 |

BIDDING DOCUMENTS

| Item | Quantity | Unit | Payment Reference | NAICS | Description | Unit Price | Extension |
|------|----------|------|-------------------|--------|--|---------------------------------|---------------|
| 16. | 500 | SF | 303-5.9 | 237310 | Additional Sidewalk Removal and Replacement | \$ 6.00 | \$ 3,000.00 |
| 17. | 12 | EA | 303-5.10.2 | 237310 | Curb Ramp Type A w/ Stainless Steel Detectable Warning Tiles | \$ 2,600.00 | \$ 31,200.00 |
| 18. | 8 | EA | 303-5.10.2 | 237310 | Curb Ramp Type C-1 w/ Stainless Steel Detectable Warning Tiles | \$ 2,600.00 | \$ 20,800.00 |
| 19. | 2 | EA | 303-5.10.2 | 237310 | Curb Ramp Type C w/ Stainless Steel Detectable Warning Tiles | \$ 2,600.00 | \$ 5,200.00 |
| 20. | 250 | CY | 306-1.2.1.1 | 237110 | Additional Bedding | \$ 25.00 | \$ 6,250.00 |
| 21. | 250 | TON | 306-1.6 | 237110 | Imported Backfill | \$ 20.00 | \$ 5,000.00 |
| 22. | 160 | TON | 306-1.5.1 | 237310 | Temporary Resurfacing | \$ 82.00 | \$ 13,120.00 |
| 23. | 2644 | LF | 306-1.6 | 237110 | 12-Inch Water Main Class 235 | \$ 75.00 | \$ 198,300.00 |
| 24. | 90 | LF | 306-1.6 | 237110 | 8-Inch Water Main Class 235 | \$ 65.00 | \$ 5,850.00 |
| 25. | 24 | EA | 306-14.1 | 237110 | 1-Inch Water Service | \$ 2,100.00 | \$ 50,400.00 |
| 26. | 4 | EA | 306-14.1 | 237110 | 2-Inch Water Service | \$ 3,300.00 | \$ 13,200.00 |
| 27. | 1 | EA | 306-1.6 | 237110 | 6-Inch Fire Service Connection | \$ 3,800.00 | \$ 3,800.00 |
| 28. | 1 | EA | 306-1.6 | 237110 | 6-Inch Fire Hydrant Assembly & Marker | \$ 5,200.00 | \$ 5,200.00 |
| 29. | 19 | EA | 306-1.6 | 237110 | 12-Inch Gate Valve | \$ 2,000.00 | \$ 38,000.00 |
| 30. | 1 | EA | 306-18 | 237110 | 2-Inch Blowoff Valve Assembly | \$ 3,200.00 | \$ 3,200.00 |
| 31. | 9 | EA | 306-1.6 | 237110 | 8-Inch Gate Valve | \$ 1,150.00 | \$ 10,350.00 |
| 32. | 500 | SF | 700-1.3.1.5 | 237110 | Pavement Restoration for City Forces Final Connection | \$ 12.00 | \$ 6,000.00 |
| 33. | 1 | LS | 801-9.4 | 541330 | Water Pollution Control Program Development | | \$ 500.00 |

BIDDING DOCUMENTS

| Item | Quantity | Unit | Payment Reference | NAICS | Description | Unit Price | Extension |
|---|----------|------|-------------------|--------|---|---------------------------------|----------------------|
| 34. | 1 | LS | 801-9.4 | 237990 | Water Pollution Control Program Implementation | | \$ 1,000.00 |
| ESTIMATED TOTAL BASE BID | | | | | | | \$ 553,779.70 |
| ADDITIVE ALTERNATE "A" | | | | | | | |
| 1. | 1 | LS | 600-1.2.2.10 | 237110 | High-lining by the Contractor | | \$ 39,000.00 |
| 2.. | 12 | EA | 600-1.3.2.10 | 237110 | 8-Inch through 12-Inch Connections to the Existing System by Contractor | \$ 1,900.00 | \$ 22,800.00 |
| 3.. | 1 | EA | 600-1.3.2.10 | 237110 | 12-Inch through 12-Inch Tee by Contractor | \$ 6,500.00 | \$ 6,500.00 |
| 4.. | 12 | EA | 600-1.4.9 | 237110 | Cut and Plug of The Existing System by Contractor | \$ 1,550.00 | \$ 18,600.00 |
| ESTIMATED TOTAL ADDITIVE ALTERNATE "A" | | | | | | | \$ 86,900.00 |
| ESTIMATED TOTAL BASE BID PLUS ADDITIVE ALTERNATE "A" | | | | | | | \$ 640,679.70 |

TOTAL BID PRICE FOR BID (Items 1 through 34, PLUS Additive Alternate "A" Items 1 through 4 inclusive) amount written in words:
 SIX HUNDRED FORTY THOUSAND, SIX HUNDRED SEVENTY NINE DOLLARS & SEVENTY CENTS*****

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on this Bid form.

List the Addenda received and being acknowledged: A

If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, the Bid shall be rejected as being **non-responsive**.

BIDDING DOCUMENTS

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

MARCELINO E. ORTIZ-PRESIDENT

TERESA O. ORTIZ-SECRETARY

AIDA BANGHART-VICE PRESIDENT

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

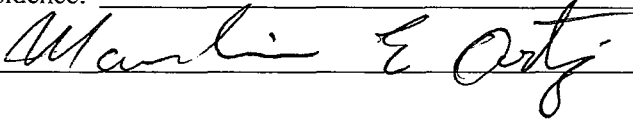
Bidder: MARCELINO E. ORTIZ for ORTIZ CORPORATION

Title: PRESIDENT

Business Address: 2000 MC KINLEY AVENUE, NATIONAL CITY, CA 91950

Place of Business: 2000 MC KINLEY AVENUE, NATIONAL CITY, CA 91950

Place of Residence: 1101 MAJESTAD LANE, CHULA VISTA, CA 91910

Signature: 

BIDDING DOCUMENTS

NOTES:

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

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB | WHERE CERTIFIED | CHECK IF JOINT VENTURE PARTNERSHIP |
|---|-------------------------|----------------|-----------------------------|---|-------------------|------------------------------------|
| Name: SEALRIGHT PAVING Address: PO BOX 2753 City: SPRING VALLEY State: CA Zip: 91979 Phone: 619-465-7411 | CONSTRUCTOR | ASPHALT PAVING | \$39,393.54 | SLBE | CITY OF SAN DIEGO | N/A |
| Name: SUTHERLIN CONTRACTING Address: 2007 MUIRA LANE City: EL CAJON State: CA Zip: 92019 Phone: 619-588-8895 | CONSTRUCTOR | TRAFFIC LOOPS | \$3,000.00 | SLBE | CITY OF SAN DIEGO | N/A |
| Name: AMERICAN ASPHALT SOUTH Address: PO BOX 310036 City: FONTANA State: CA Zip: 92337 Phone: 909-427-8276 | CONSTRUCTOR | SLURRY SEAL | \$26,826.85 | OBE | N/A | N/A |

21.48-16

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

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^① | WHERE CERTIFIED ^② | CHECK IF JOINT VENTURE PARTNERSHIP |
|---|-------------------------|------------------|-----------------------------|--|------------------------------|------------------------------------|
| Name: MC GRATH CONSULTING Address: PO BOX 20205 City: EL CAJON State: CA Zip: 92021 Phone: 619-250-2025 | CONSTRUCTOR SERVICE | WPCP | \$500.00 | ELBE | CITY OF SAN DIEGO | N/A |
| Name: STATEWIDE STRIPES, INC Address: PO BOX 600710 City: SAN DIEGO State: CA Zip: 92160 Phone: 858-560-6887 | CONSTRUCTOR | ROAD STRIPING | \$7,250.00 | OBE | CITY OF SAN DIEGO | N/A |
| Name: YBS CONCRETE Address: 821 KUHN DRIVE #209 City: CHULA VISTA State: CA Zip: 91914 Phone: 619-726-7317 | CONSTRUCTOR | CURB RAMPS | \$53,350.00 | ELBE | CITY OF SAN DIEGO | N/A |

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

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB | WHERE CERTIFIED ② | CHECK IF JOINT VENTURE PARTNERSHIP |
|--|-------------------------|--------------|-----------------------------|---|-------------------|------------------------------------|
| Name: DOUGLAS MATHESON & CO Address: PO BOX 4567 City: OCEANSIDE State: CA Zip: 92052 Phone: 760-431-0652 | CONSTRUCTOR SERVICE | COMM LIAISON | \$6,875.00 | SLBE | CITY OF SAN DIEGO | N/A |
| Name: JPS LEGAL VIDEO Address: 455 S. OAKHURST DR.#6 City: BEVERLY HILLS State: CA Zip: 90212 Phone: 310-869-0715 | CONSTRUCTOR SERVICE | PRECON VIDEO | \$440.00 | OBE | N/A | N/A |
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |

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

| | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

| | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

| NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER | MATERIALS OR SUPPLIES | DOLLAR VALUE OF MATERIAL OR SUPPLIES | SUPPLIER (Yes/No) | MANUFACTURER (Yes/No) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB | WHERE CERTIFIED |
|---|-----------------------|--------------------------------------|-------------------|-----------------------|---|-------------------|
| Name: J. CLOUD INC Address: 2094 WILLOW GLEN DRIVE City: EL CAJON State: CA Zip: 92019 Phone: 619-593-9020 | MATERIALS | \$9,200.00 | YES | YES | SLBE | CITY OF SAN DIEGO |
| Name: Address: City: State: Zip: Phone: | | | | | | |
| Name: Address: City: State: Zip: Phone: | | | | | | |

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 | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
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BIDDING DOCUMENTS

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

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

| ADDITIVE/DEDUCTIVE ALTERNATE | NAME ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSE | WHERE CERTIFIED | CHECK IF JOINT VENTURE PARTNERSHIP |
|------------------------------|--|-------------------------|--------------|-----------------------------|---|-----------------|------------------------------------|
| | Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |
| | Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |
| | Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |
| | Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
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| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
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- | | | | |
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| State of California | CA | U.S. Small Business Administration | SBA |

The Bidder will not receive any subcontracting participations percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).