

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633
M.Fakhoury/NB/egz

CONTRACT DOCUMENTS



FOR

JOB ORDER CONTRACT - (JOC) SP13 STREET PAVING #1

VOLUME 1 OF 2

BID NO.: _____ K-13-1094-JOC-3-C
SAP NO. (WBS/IO/CC): _____ 12001568
CLIENT DEPARTMENT: _____ 2116
COUNCIL DISTRICT: _____ Citywide
PROJECT TYPE: _____ ID

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ADDITIONAL FUNDING SOURCE REQUIREMENTS AS SPECIFIED IN EACH RFP FOR JOC TASK DOCUMENTS (e.g. PROP 42 GAS TAX).

BID DUE DATE:

2:00 PM

JULY 9, 2013

CITY OF SAN DIEGO

PUBLIC WORKS DEPARTMENT

1010 SECOND AVENUE, SUITE 1400, MS 614C

SAN DIEGO, CA 92101

ENGINEER OF WORK

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



For City Engineer

5-16-13

Date

Seal:

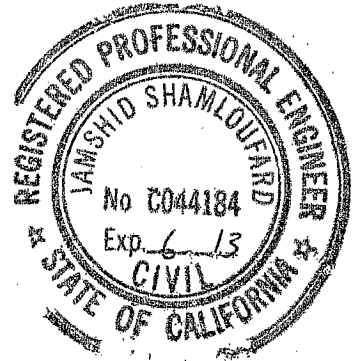


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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **Job Order Contract - (JOC) SP13 Street Paving #1** (Project).
2. **DESCRIPTION OF WORK:** The scope of work includes a collection of detailed repair and construction tasks and specifications that have pre-established unit prices listed in a Unit Price Book (UPB) that was developed by the City. Work under this Contract will be performed for the City of San Diego on a per task basis. Work will involve for City related streets the placement of asphalt concrete, replacing traffic signal detection loops and stub outs, adjustment of city manhole and gate valve covers, cold milling, pavement base repair, installation of curb ramps to meet ADA requirements, street and sidewalk sweeping, tree trimming, replace traffic striping and markings/legends, storm drain inlet protection and the installation of inlet markers, sediment control. Under this Contract, the Contractor furnishes all management, documentation, incidental drawings (as required, such as traffic control drawings), possible acquisition of Caltrans Permit or other permits, labor, materials, equipment, services and construction needed to perform the Work for the Job Order Contract (JOC).

This Notice Inviting Bids is for a Job Order Contract, a competitively bid, firm, fixed priced, indefinite quantity contract. The UPB pricing incorporates the use of experienced labor, high quality materials, local activity, climate and geographic factors

2.1. The Work shall be performed in accordance with:

2.1.1. JOC Task Order RFP and Scope of Work.

3. EQUAL OPPORTUNITY

3.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.

4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
 6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
 8. The Contractor disseminates its EEO Policy to union and community organizations.
 9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
 10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
 11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.

12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

4. SUBCONTRACTING PARTICIPATION PERCENTAGES.

- 4.1. The City has incorporated a mandatory subcontractor participation percentage to enhance competition and maximize subcontracting opportunities.
- 4.2. The mandatory subcontracting percentage for the Contract is **15% SLBE-ELBE firms** unless specified otherwise by the Task Order RFP.
- 4.3. Final Task Order costs will be included in the calculation.
- 4.4. The Contractor shall maintain a participation level at or above the mandatory percentage continuously throughout the term of the Contract.
- 4.5. The Contractor shall submit as requested, during the term of the contract, a Subcontractor participation report as required by the City detailing the participation levels for each certification and overall by task and overall Contract.

5. PRE-BID MEETING:

- 5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 92101 **at 10:00 AM, on JUNE 19, 2013.**
- 5.2. All potential bidders are encouraged to attend.
- 5.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

6.1. Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City’s web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>.

6.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

7. CONSTRUCTION COST: The City’s estimated construction cost for this contract is **\$10,000,000**.

8. LOCATION OF WORK: The location of Work is citywide and will be determined based on each task order.

9. CONTRACT TIME: The Contract Time for issuing JOC tasks shall be **730 Calendar Days**. For JOC tasks, the Work shall be completed within the time, i.e., Working Days specified on the Task Order Notice to Proceed.

10. 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.

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

Option	Classification(s)
1	CLASS A
2	CLASS C12

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

11. JOINT VENTURE CONTRACTORS. Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, “Joint Venture Contractors” in The WHITEBOOK for details.

12. WAGE RATES: Prevailing wages may apply to this contract. Refer to the JOC Task Order documents for requirement and Funding Agency Provisions if any.

13. INSURANCE REQUIREMENTS:

13.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award letter.

- 13.2. Refer to sections 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

14. PREQUALIFICATION OF CONTRACTORS:

- 14.1. Contractors submitting Bid or Proposal must be pre-qualified for the total amount proposed, inclusive of all alternate items or specified Task Order limits prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed **non-responsive** and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

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

- 14.2. The completed questionnaire, financial statement, and bond letter or a copy of the contractor’s SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 14.3. Potential bidders must be prequalified through the City’s Contractor Prequalification Program and receive a Maximum Bidding Capacity of half of the Maximum Contract Amount or greater.
- 14.4. At no time can the cumulative total dollar value of the work awarded under Task Order authorizations to any individual Contractor exceed the limits for which the Contractor has been pre-qualified.
- 14.5. If the Contractor is at its total prequalification limit with active work, the Contractor will not be eligible to compete for or be awarded a new Task Order authorization until they have completed and closed the prior Task Order(s), thus reducing the active total dollar value by a margin necessary to be able to compete for or be awarded a new Task authorization within their pre-qualified limit. The contractor may request that their prequalification limit be re-evaluated during the term of the contract.

15. REFERENCE STANDARDS:

- 15.1. Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05

Title	Edition	Document Number
California MUTCD	2012	PITS070112-06
City Standard Drawings – Standard Drawing Updates Approved For Use*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

- 16. 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.
- 17. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- 18. 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., JOC in the Contract Documents.
- 19. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
- 20. AWARD PROCESS:**
- 20.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
 - 20.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
 - 20.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 21. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.

- 22. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City’s website: <http://www.sandiego.gov/cip>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
- 23. QUESTIONS:**
- 23.1.** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
- 23.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- 23.3.** 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.
- 23.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- 24. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 25. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
- 26. 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.
- 26.1.** Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under “Required Documents Schedule,” (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.

- 26.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 26.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 26.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

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

- 27.1. With the exception of the contracts valued \$5,000 or less, JOC 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.
- 27.2. 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.
- 27.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

28. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 28.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 28.2. For Design-Build contracts, the award may not be solely based on price. Refer to the RFP for the selection and award details.
- 28.3. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 28.4. 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.
- 28.5. 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.

- 28.6. 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-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, “Protests of Contract Award.”
- 28.7. 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.
- 28.8. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 28.9. 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 that will be disclosed in the Volume 2 of 2 (or RFP for the Design-Build contracts).

29. BID RESULTS:

- 29.1. 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: <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).
- 29.2. To obtain Bid results, either attend Bid opening, review the results on the City’s web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

30. THE CONTRACT:

- 30.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 30.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

- 30.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 30.4.** 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 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 30.5.** The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 31. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the JOC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid or JOC 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.
- 32. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 32.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 32.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 32.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 32.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 32.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

32.6. The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

32.7. The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.

33. PRE-AWARD ACTIVITIES:

33.1. The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

33.2. If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the **information required** within the time specified shall be at the sole discretion of the City.

34. UNIT PRICE BOOK (UPB):

34.1. The UPB for the duration of this Job Order Contract (JOC) has been developed by the City and incorporated into the Contract Documents, the contractor shall use the City provided form for bidding purposes.

34.2. Prices in the UPB are firm for the entire term of the Contract including Change Orders executed after Contract expiration.

35. BID PRICE SUBMITTAL: Each Bidder shall submit 3 Adjustment Factors on the Price Proposal Forms (Volume 2) which shall apply to Pre-priced and Non-pre-priced work items as follows:

35.1. Adjustment Factor #1 (AF1): The first Adjustment Factor will be applied to all work items that are constructed during Normal Working Hours (NWH).

35.2. Adjustment Factor #2 (AF2): The second Adjustment Factor will be applied to all work items that are constructed during Other than Normal Working Hours (ONWH).

35.3. Adjustment Factor #3 (AF3): The third Adjustment Factor will be applied to all work items that are subject to State or Federal prevailing wages, whichever is higher.

35.4. The Adjustment Factors shall be specified to the fourth decimal place (e.g., 1.1234). Failure to express adjustment factors to the fourth decimal place will result in the Bid as being **non-responsive** and ineligible for further consideration.

35.5. The Bidder with the lowest Composite Adjustment Factor (CAF) that meets all of the bid requirements will be considered the Apparent Low Bidder. The Composite Adjustment Factor will be calculated using the following formula:

$$\text{CAF} = (\text{AF1} \times 0.75) + (\text{AF2} \times 0.15) + (\text{AF3} \times 0.10)$$

35.6. The calculation used above is not a forecast of the portions of Normal Working Hour or Other than Normal Working Hour work that will be assigned to a JOC contract.

- 35.7.** The Bidder's Adjustment Factors shall include allowances for all costs associated with and incidental to either self-performed or subcontracted Work in accordance with 2-6, "WORK TO BE DONE." Examples of costs included in the Bidder's Adjustment Factors as follows:
- 35.7.1.** Overhead, profit, bond premiums, insurance, mobilization, the cost of doing business in and for the City Preparation of all required forms, reports, or documents.
 - 35.7.2.** Preparation of all required forms, reports, or documents.
 - 35.7.3.** Attendance at Site, Contract, or Project meetings for all staff whether Contractor, Subcontractor, Supplier, or truckers.
 - 35.7.4.** Compliance with laws.
 - 35.7.5.** Costs to prepare estimates, proposals, submittals, and Shop Drawings.
 - 35.7.6.** Purchase and review of Unit Price Books, UPB software, or both, code books, The GREENBOOK, The WHITEBOOK, and any other codes or manuals referenced in the Contract Documents.
 - 35.7.7.** Labor not directly related to construction such as foreman, superintendent, office staff, safety staff, estimation staff, and project management staff.
 - 35.7.8.** Review Contract and Task Order documents, order materials prepare submittals, and prepare, negotiate, and finalize proposals.
 - 35.7.9.** Site visits to collect information, daily Site cleanup and protection.
 - 35.7.10.** Public information or public interface.
 - 35.7.11.** Other costs not directly related to installation or construction of a Task Order line item.
- 35.8.** No allowance or payment will be made later for any prices other than UPB or NPP Item unit prices.
- 36. PRICE ADJUSTMENT:** The Adjustment Factors shall be firm for 2 years (730 days) from the Contract Award Date. In preparing a Task Order Proposal, the Contractor shall use the City provided UPB in the RFP. Once a particular Task Order has been approved and issued to the Contractor for performance there will not be any price adjustments considered for the completion of the Task Order.
- 37. CONTRACT PROCEDURE AND TERMS:**
- 37.1.** JOC Contracts are indefinite in quantity and scope at the time of bid. Task Orders will be assigned or issued as the need arises for the Work. The work items in the UPB with pre-established pricing are called Pre-Priced Items. Task Orders may also include Non pre-priced Items that are not included in the UPB. The Contractor shall be required to obtain at least 2 competitive quotes from outside sources for all Non pre-priced Items.

- 37.2.** If awarded, the City guarantees the Contractor a minimum value of total work (Minimum Contract Amount) worth \$10,000 up to a potential maximum value of total work (Maximum Contract Amount) worth \$10,000,000. The term of the Contract is 24 months or the expenditure of the \$10,000,000 maximum contract amount, whichever comes first. Task Assignment: As the need for work arises, the City will assign Task Orders (Projects) by transmitting a Task Order Scope of Work, scheduling a Joint Scope Meeting at the site and issuing the Contractor a Request for Proposal (RFP) for the Task Order. Once a Task is assigned to a JOC Contract, the JOC Contractor shall be required to submit a Task Order proposal and meet all deadlines and timelines established in the contract documents.
- 37.3.** Task Order Proposal: The Contractor shall then develop an estimate for the Task Order scope of work using appropriate PP and NPP Items, prepare a proposal, reports, or both in an electronic format as directed by the City, and submit the Proposal to the City Project Manager within 14 days or less as established in the RFP for the Task Order. Upon receipt of the Contractor's proposal, the City will evaluate the Proposal against the City's estimate of costs for the scope of work. If the Contractor's Proposal is deemed acceptable, the City may issue a Task Order by issuing NTP at the agreed-upon price. If the City does not accept the Proposal, the City and the Contractor may negotiate the proposal until an agreement is reached or the City issues the Task Order.
- 37.4.** Task Order Price: Task Order prices are calculated by selecting applicable construction items from the UPB and multiplying the prices for those construction items by the appropriate quantities and Adjustment Factors in affect as of the date of the RFP. For construction items not included in the UPB, the JOC Contractor will obtain 2 competitive quotes for the installed price from outside vendors, suppliers or subcontractors and multiply the lowest quote by the appropriate Adjustment factors. The competitive quotes will include labor, material, equipment, and services to install startup and test the item. Competitive quotes are deemed to be valid for 6 months from the time they are received by the City. The City may obtain additional quotes from outside sources for comparison and may use those quotes as a basis for payment. The sum of the appropriate Pre-priced and Non-prepriced Construction Items multiplied by the appropriate quantities and applicable Adjustment Factor will establish a firm, fixed price for the Task Order. The Contractor will be required to apply the appropriate and actual construction line items and quantities required in the Task Order Scope of Work.
- 37.5.** No Task Order Price Limit shall exceed \$5,000,000.
- 37.6.** Task Order Modifications: Line items and quantities for unforeseen conditions and changes in the work may be requested through a Task Order Modification only if it is determined during construction that the additional quantities are actually required to complete the Task Order. The City may issue Task Order Modifications for scope changes and to claim credit for items not actually installed, completed, or cancelled.

38. REQUIRED DOCUMENT SCHEDULE:

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

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
5.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
6.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License
7.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS
AGREEMENT

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 ATP General Engineering Contractors, herein called "Contractor" for Job Order Contract - (JOC) SP13 Street Paving #1; Bid No. K-13-1094-JOC-3-C; for a Composite Adjustment Factor of comprised of AF#1 0.7488, AF#2 0.7488 and AF#3 0.7488.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled Job Order - (JOC) SP13 Street Paving #1, on file in the office of the Public Works Department as Document No. 12001568, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner Job Order Contract - (JOC) SP13 Street Paving #1, Bid Number K-13-1094-JOC-3-C, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.
6. The City shall guarantee the Contractor a minimum value of total work (Minimum Contract Amount) worth **\$10,000** up to a potential maximum value of total work (Maximum Contract Amount) worth **\$15,000,000**. The term of the Contract is 24 months or the expenditure of the **\$15,000,000** maximum contract amount, whichever comes first.

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 Municipal Code _____ authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By: 

By: 

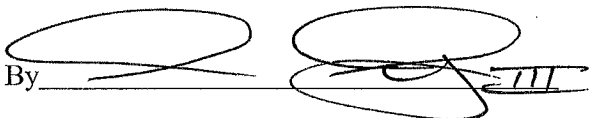
Print Name: Albert P. Rechany
Program Manager, Public Works Contracting

Print Name: Pedro De Lara, Jr.
Deputy City Attorney

Date: 11/20/13

Date: 11/21/13

CONTRACTOR

By: 

Print Name: DONALD L DALEY III

Title: PRESIDENT

Date: OCTOBER 4, 2013

City of San Diego License No.: B2010023183

State Contractor's License No.: 502506 (A)

**CONTRACT/AGREEMENT
ATTACHMENTS**

**CONTRACT ATTACHMENT
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

ATP General Engineering Contractors, a corporation, as principal, and Travelers Casualty and Surety Company of America, 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 **Seven Million Five Hundred Thousand Dollars (\$7,500,000)** for the faithful performance of the annexed contract, and in the sum of **Seven Million Five Hundred Thousand Dollars (\$7,500,000)** for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Job Order Contract - (JOC) SP13 Street Paving #1**, Bid Number **K-13-1094-JOC-3-C**, 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 ATTACHMENT (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 October 3, 2013

Approved as to Form and Legality

ATP General Engineering Contractors
Principal


By 

Donald L Daley III, President
Printed Name of Person Signing for Principal

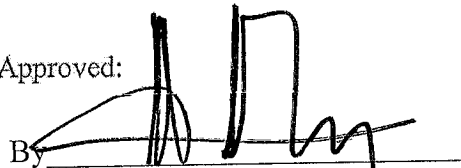
Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

Travelers Casualty and Surety Company of America
Surety

By 
Paul Boucher Attorney-in-fact

Approved:


By

Print Name: Albert P. Rechany
Program Manager, Public Works Contracting

21688 Gateway Center Drive
Local Address of Surety

Diamond Bar, CA 91765
Local Address (City, State) of Surety

(909) 612 - 3654
Local Telephone No. of Surety

Premium \$ 65,625.00

Bond No. 105904418

ALL-PURPOSE CALIFORNIA ACKNOWLEDGEMENT

State of California

County of San Diego

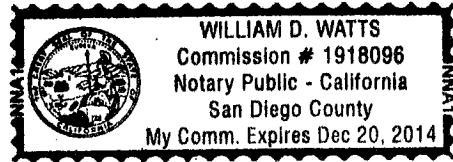
} ss.

On October 4, 2013 before me, William D Watts, Notary Public,
(DATE) (NOTARY)

personally appeared Donald L Daley III

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

WITNESS my hand and official seal.



Signature William D Watts

(seal)

*****OPTIONAL INFORMATION*****

The following information is not required by law, however it may be helpful in preventing fraudulent use of this acknowledgement.

DOCUMENT TITLE OR DESCRIPTION _____

DOCUMENT DATE: _____ NUMBER OF PAGES: _____

COMMENTS:

RIGHT THUMBPRINT OF SIGNER

RIGHT THUMBPRINT OF SIGNER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

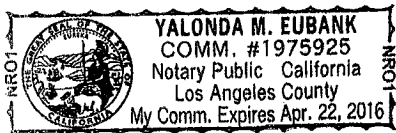
STATE OF CALIFORNIA

County of LOS ANGELES }

On October 3, 2013 before me, YALONDA M. EUBANK, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared PAUL BOUCHER
Name(s) of Signer(s)

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



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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public YALONDA M. EUBANK

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bond No. 105904418 - Performance and Labor & Materialmen's Bond

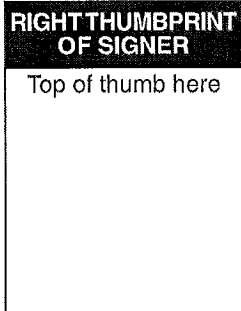
Document Date: October 3, 2013 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

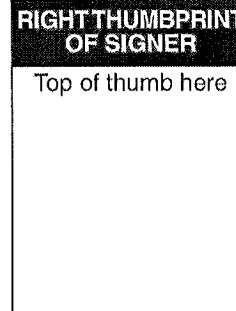
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225566

Certificate No. 005190834

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Paul Boucher, Tim Noonan, Janina Monroe, Tom McCall, and Dennis Langer

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this 14th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



POWER OF ATTORNEY

Farmington-Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225566

Certificate No. 005190834

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

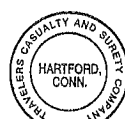
Paul Boucher, Tim Noonan, Janina Monroe, Tom McCall, and Dennis Langer

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

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In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Job Order Contract - (JOC) SP13 Street Paving #1

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

ATP GENERAL ENGINEERING CONTRACTORS

(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 DONALD L DALEY III

Title PRESIDENT

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Job Order Contract - (JOC) SP13 Street Paving #1

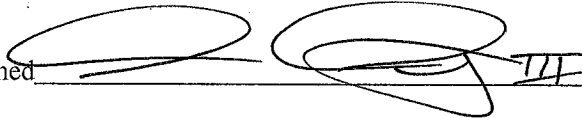
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

ATP GENERAL ENGINEERING CONTRACTORS

(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

DONALD L DALEY III

Title

PRESIDENT

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Job Order Contract - (JOC) SP13 Street Paving #1

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

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

Dated this 4TH Day of OCTOBER, 2013.

Signed 

Printed Name

DONALD L DALEY III

Title

PRESIDENT

AFFIDAVIT OF DISPOSAL

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

Job Order Contract - (JOC) SP13 Street Paving #1

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-13-1094-JOC-3-C**; SAP No. (WBS/IO/CC) **12001568** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

Contractor
by

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

The Normal Working Hours are 7:30 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

2-14.2 Integration of the Work with Separate Contractors. To the City Supplements, ADD the following:

The list of Separate Contractors includes:

Refer to the Task Order Documents

2-14.3 Coordination. To the City Supplements, ADD the following:

Other adjacent City project(s) may be scheduled for construction for the same time period in the vicinity of a Task Order. The Work shall be coordinated with the adjacent project(s) as listed in the Task Order documents

SECTION 4 - CONTROL OF MATERIALS

4-1.3.2 Inspection of Materials Not Locally Produced. ADD the following:

The Engineer will perform inspection of out-of-town manufacturer for the items of Work specified here:

Refer to the Task Order documents

4-1.3.4 Inspection Paid For By the Contractor. To the City Supplements, ADD the following:

Refer to the Task Order documents

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

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 5 Working Days after issuing the** Task Order Notice to Proceed and on a City form when provided by the City.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-2.1 Moratoriums. To the City Supplements, ADD the following:

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed in the RFP for Task Order of the JOC contract if any.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

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

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

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents,

and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.6 Deductibles and Self-Insured Retentions. You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

7-3.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

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

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

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

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

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

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

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

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

7-5.2 Caltrans Encroachment Permit. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) When specified in the SSP, the City has applied for the Caltrans Encroachment Permit
- b) The City will apply for a “parent” permit when the Contractor submits 8 collated, stapled sets of traffic control Working Drawings for work in areas subject to Caltrans permitting.
- c) The Contractor shall pay for and secure the permit prior to construction
- d) The Contractor shall arrange and pay for inspection as required by Caltrans.

The Contractor shall be solely responsible for permit processing delays that result from incomplete or inaccurate information provided by the Contractor to the City or the Caltrans

7-8.6 Water Pollution Control. ADD the following:

Based on a preliminary assessment by the City, the Task Order may be subject to WPCP. Refer to Task Order documents.

7-10.2.2 ENGINEERED Traffic Control Plans Provided by the Contractor. To the City Supplements, ADD the following:

Engineered “D” size TCP are required for the following areas:

Refer to Task Order documents for requirements, if any.

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplements, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

9-3.7 Compensation Adjustments for Price Index Fluctuations.

1. The provisions of this section apply only to the paving asphalt used in:
 - a. Asphalt Concrete Pavement
 - b. Asphalt Pavement Repair
 - c. Scheduled and Unscheduled Base Repair
 - d. Slurry Seal or any other asphalt emulsion
2. The compensation payable for paving asphalt will be increased or decreased for paving asphalt price fluctuations exceeding 5% (Iu/Ib is greater than 1.05 or less than 0.95) which occur during performance of the Work.
3. The quantity of paving asphalt used in slurry will be determined by multiplying the item quantity for slurry included in a monthly estimate by the minimum percent residue specified in 600-3.2.4, "Quality Requirements."
4. You may select to provide actual daily test results for paving asphalt residue for the slurry used. Test results provided by you must be from an independent testing laboratory that participates in the AASHTO Proficiency Sample Program. Samples of the slurry must be taken from the distributor truck at mid-load from a sampling tap or thief. Two separate 2-liter samples must be taken in the presence of the Engineer. Provide 1 sample to an independent testing laboratory within 24 hours of sampling. Give the second sample to the Engineer. Deliver the test results from the independent testing laboratory to the Engineer within 10 Working days from sample date.
5. The Engineer will determine the adjustment in compensation in conformance with the following formulae when the hot mix asphalt or tack coat or both are included in a monthly estimate:

Total monthly adjustment = AQ

1. For an increase in paving asphalt price index exceeding 5%:

$$A = 0.90 (Iu/Ib - 1.05) Ib$$

2. For an decrease in paving asphalt price index exceeding 5%:

$$A = 0.90 (Iu/Ib - 0.95) Ib$$

Where:

A = Adjustment in dollars per ton of paving asphalt used to produce hot mix asphalt and asphaltic emulsion residue used as tack coat rounded to the nearest \$0.01.

Iu = The California Statewide Paving Asphalt Price Index, which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Delete “plus the quantity in tons of asphalt binder that would have been used as residue in the tack coat shown under ‘This Estimate’ on the monthly estimate” if no contract item for tack coat.

Q = Quantity in tons of asphalt binder that was used in producing the quantity of hot mix shown under “This Estimate” on the monthly estimate using the amount of asphalt binder determined by the Engineer plus the quantity in tons of asphalt binder that would have been used as residue in the tack coat shown under “This Estimate” on the monthly estimate.

6. The adjustment in compensation will also be subject to the following:
 - a. Show the compensation adjustments provided herein separately on payment estimates. You are liable to us for decreased compensation adjustments and the Engineer may deduct the amount from monies payable or that may become payable to you.
 - b. In the event of an overrun of contract time, adjustment in compensation for asphalt binder included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.
 - c. The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department using the median of posted prices in effect as posted by Chevron, ExxonMobil, and Union 76 for the Buena Vista, Huntington Beach, and Midway Sunset fields.
 - d. In the event that the companies discontinue posting their prices for the field, the Engineer will determine an index from the remaining posted prices. We reserve the right to include in the index determination the posted prices of additional fields.
 - e. The California Statewide Paving Asphalt Price Index is available on the Division of Engineering Services website at:

http://www.dot.ca.gov/hq/esc/oe/asphalt_index/astable.html

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 3 days from completion of all preparatory work including milling, cutting and grinding. The contractor has the option of, at no additional cost to the agency, installing the traffic detector loops on top of the new pavement per Whitebook 209-5.1. 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.

302-3 Preparatory Repair Work. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

302-3 Preparatory Repair Work.

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2” for Residential streets, and a minimum depth of 3” for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2” for residential streets, and a minimum of 3” for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10” below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Crushed Aggregate Base in accordance with 200-2.2, “Crushed Aggregate Base.”
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, “Crushed Miscellaneous Aggregate Base.”
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 “Tack Coat.”

7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be B3-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
 - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs, damaged asphalt or base repair have been marked out as "M/P (Mill & Pave)" or "DO (Dig Out)" respectively.
11. Base Repairs with RAC. Areas where failed paving is removed either by cold milling or by excavation shall be restored to existing pavement grade with ¾" RAC at 8" depth unless otherwise directed by the engineer. These areas have been marked on the street as "DO". The asphalt concrete shall be B3-PG 64-10 as specified in 400-4, "Asphalt Concrete". Preliminary quantities are identified in the Contract Appendix but may need to be increased and approved by the Engineer at the time of construction. Base repairs shall not exceed 10% RAP in content.
12. Unscheduled Base Repair with RAC. If paving operations cause damage outside of the contractor's control and require additional base repair, the areas shall be removed either by cold milling or by excavation and shall be restored to existing pavement grade with ¾" RAC at 8" depth unless otherwise directed by the engineer. The asphalt concrete shall be B3-PG 64-10 as specified in Section 400-4, "Asphalt Concrete". Unscheduled base repairs shall not exceed 15% RAP.

13. A base repair is considered unscheduled when it is not identified on the pavement with a “DO” or when the contractor is directed by the engineer to perform a base repair for the proper placement of an asphalt overlay.

302-3.1 Asphalt Patching.

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

302-3.2 Payment.

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor’s failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.
2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor’s aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the

Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.

3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.
7. The Payment for M/P or DO, including any necessary tack coating, base material and asphalt pavement repair shall be included in the unit bid price per ton for Asphalt Pavement Repair (2" Mill & Pave) or scheduled Base Repair with RAC or Unscheduled Base Repair with RAC.

302-5.1.1 Damaged AC Pavement Replacement. To the City Supplement, DELETE in its entirety.

302-5.1.2.1 Measurement and Payment. To the City Supplement, DELETE in its entirety.

302-5.5 Distribution and Spreading. To the City Supplement, Item 18 DELETE and SUBSTITUTE with the following:

18. The resurfacing shall consist of either cold milling the existing asphaltic concrete to a minimum depth of 1.5" for residential or local streets or a minimum of 2" for non residential & local streets, then inlaying new asphaltic concrete upon the existing roadbed at 2" for residential streets and 3" for non residential streets or applying asphaltic concrete upon the existing roadbed at a 1 ½" thickness. The asphalt concrete to be used for 1.5" overlay and 2" or 3" inlay shall be ½" Type III C2-PG 64-10-RAP. See WHITEBOOK, section 400-4.3. Street sections to be paved shall be marked in the field as "F/W (1 to 2" Full Width Grind)" or "AC (1 ½" Asphalt Overlay)".

Cold milling along the edges of existing concrete curb and/or gutter shall be in accordance with City of San Diego Standard Drawing SDG-106.

In the event the work order for a particular street section calls for a full width cold milling depth greater than 1", the greater milling depth specified shall govern.

302-7.2.1 General. To the City Supplements, ADD the following:

4. The surface on which the engineered paving mat is to be placed shall receive a minimum ½" Leveling Course. All areas in which the engineered paving mat has been placed shall be paved during the same day, unless approved by the Engineer.

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

302-7.4 **Payment.** To the GREENBOOK, DELETE in its entirety, and SUBSTITUTE with the following:

Payment for engineered/pavement fabric/mat shall be made at the Contract Unit Price per square foot. The Contract Unit Price for engineered/pavement fabric/mat shall include “Non-woven Fiberglass/Polyester Interlayer Paving Mat”, and shall include full compensation for labor, tools, equipment, cleaning of the existing pavement, tack coat, calibration of the truck mounted spray unit, and furnishing, placing, and incidentals for doing all the work involved in placing engineered/pavement fabric/mat. Pavement for spreading of asphalt concrete over the fabric/mat shall be considered as included in the Contract Unit Price for asphalt concrete. Payment for the AC asphalt leveling course shall be included in the bid item for Asphalt Concrete ½” Leveling Course.

PART 4 – CONTROL OF MATERIALS

SECTION 400– ALTERNATE ROCK PRODUCTS, ASPHALT CONCRETE, PORTLAND CEMENT CONCRETE, AND UNTREATED BASE MATERIAL

400-4.1 **General.** To the GREENBOOK and the City Supplements, DELETE in its entirety and SUBSTITUTE with the following:

Asphalt concrete shall be a mixture of mineral aggregate and up to 25 percent reclaimed asphalt pavement (RAP) with paving asphalt conforming to 203-6.1 at a central mixing plant. RAP shall conform to 203-7.2.2, except the viscosity of RAP asphalt recovered in accordance with ASTM D 1856 (Absorption Recovery Method) will not be required. RAP asphalt content may be determined in accordance with California Test 382, except the aggregate correction factor shall not be applied.

The Contractor shall submit for approval, mix designs for C2 PG 64-10 (1/2”) and B3 PG 64-10 (3/4”) asphalt concrete. Asphalt concrete mix designs shall be submitted to the City Materials Testing Laboratory for approval. Once the City has approved a mix design, the asphalt bidder content shall be within 0.5% of identified target binder contents for each mix design submitted.

Unless otherwise specified, PG64-10 paving grade asphalt shall be used for Type III asphalt concrete, and PG70-10 paving grade asphalt shall be used for asphalt concrete dikes.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
CITY'S UNIT PRICE BOOK (UPB)

I/We agree to the construction of **Job Order Contract**, for the construction of **SP13 Street Paving** Projects at various locations for the City of San Diego, in accordance with these contract documents for the prices listed below multiplied by the **Adjustment Factor (AF)**:

BASE BID						
Item	Unit	NAICS	Payment Reference	Description	Unit Price	Unit Price by AF
1	LS	524126	009-3.5	Bonds (Payment and Performance)		
2	AL	237310	9-3	Oil Price Index Fluctuations	\$250,000.00	
3	AL	237310	007-5.2	CalTrans Permit	\$3,000.00	
4	AL	237310	009-3.5	Field Orders	\$80,000.00	
5	LS	237310	007-10.2.6	Traffic Control	\$85,000.00	
6	EA	237310	301-1.7	Adjusting Existing Gate Valve Covers to Grade	\$55.00	
7	EA	237310	301-1.7	Adjusting Existing Manholes Frames & Cover to Grade	\$155.00	
8	TON	237310	302-5.9	Asphalt Concrete Pavement	\$63.00	
9	TON	237310	302-5.9	Asphalt Pavement Repair (2" Mill & Pave)	\$115.00	
10	TON	237310	302-5.9	Asphalt Concrete 2" Inlay	\$79.00	
11	TON	237310	302-5.9	Asphalt Concrete 3" Inlay	\$83.00	
12	TON	237310	302-5.9	Asphalt Concrete 1/2" Leveling Course	\$89.50	
13	TONS	237310	302-5.9	Scheduled Base Repair w/RAC	\$128.00	
14	TONS	237310	302-5.9	Unscheduled Base Repair w/RAC	\$165.00	
15	EA	237310	302.1.12	Replace Type 'E' Traffic Signal Loops	\$195.00	
16	EA	237310	302.1.12	Replace Type 'Q' Traffic Signal Loops	\$195.00	
17	EA	237310	302.1.12	Replace Type 'E' Modified	\$195.00	

18	EA	237310	302.1.12	Replace Traffic Loop Conduit Stub	\$200.00	
19	LF	237310	302-5.2.6	AC Cold Milling Edge	\$1.35	
20	SF	237310	302-5.2.6	AC Cold Milling	\$0.32	
21	SF	237310	302-7.4	Pavement Fabric/Non-Woven Fiberglass/Polyester Interlaying Paving Mat	\$0.24	
22	SF	237310	302-6.8	Bus Stop Pad	\$10.50	
23	EA	237310	303-5.9	Concrete Sidewalk/Curb Impression Relocation	\$125.00	
24	EA	237310	303-5.10.2	Curb Ramp w/ Stainless Steel Truncated Domes Type A	\$2,150.00	
25	EA	237310	303-5.10.2	Curb Ramp w/ Stainless Steel Truncated Domes Type B	\$2,150.00	
26	EA	237310	303-5.10.2	Curb Ramp w/ Stainless Steel Truncated Domes Type C1	\$2,150.00	
27	EA	237310	303-5.10.2	Curb Ramp w/ Stainless Steel Truncated Domes Type C2	\$2,150.00	
28	EA	237310	303-5.10.2	Curb Ramp w/ Stainless Steel Truncated Domes Type D	\$1,550.00	
29	LF	237310	303-5.9	PCC Curb & Gutter	\$40.00	
30	SF	237310	303-5.9	PCC Cross Gutter	\$12.00	
31	SF	237310	303-5.9	PCC Sidewalk	\$4.75	
32	LF	237310	303-5.9	Additional Curb & Gutter	\$30.00	
33	EA	541370	309-4	Adjust Survey Monuments to Grade	\$135.00	
34	LS	237310	314-4.3.7	Traffic Striping Replacement	\$80,000.00	
35	LS	237310	314-4.3.7	Pavement Markings Replacement	\$75,000.00	
36	LS	237310	314-5.6	Pavement Markers Replacement	\$17,000.00	
37	EA	237990	701-13.8.4	Storm Drain Inlet Markers	\$30.00	

38	LF	237510	302.1.12	Removal of Speed Humps & Pavement Irregularities	\$15.00	
39	LF	237310	302-1.12	Road Hump Replacement	\$63.00	
40	LS	237990	701-13.8.4	Water Pollution Control Program Implementation	\$4,000.00	
41	LS	541330	701-13.8.4	Water Pollution Control Program Development	\$3,000.00	

APPENDIX B
JOC TASK PROPOSAL FORM

JOC
Task (insert Name) Proposal

Contractor: _____ Proposal No. _____

Address: _____ Date Prepared: _____

City/State/Zipcode: _____ Working Days: _____

Location: _____

Item No.	Item Description	QTY	Unit	Unit Price:	Extension
Subtotal					
JOC BID Factor					
Bid with Factor					
Field Orders					
Total Task Proposal					

Additonal Construction
 Notes:

For: _____, Contractor

By: _____

Date: _____

APPENDIX C
FIRE HYDRANT METER PROGRAM

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

1. **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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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

- 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 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
CALTRANS STANDARD SPECIFICATIONS
2010 Edition

SUPPLEMENTARY SPECIAL PROVISIONS TO THE
DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS

2010 Edition

SECTION 84: TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-1.03A General ADD the following:

Prior to eradication of existing striping and pavement markings, the contractor shall be responsible for developing and recording control points to re-establish the existing traffic striping and pavement markings. The Contractor shall prepare and submit, for the Engineer's approval, a video recording of all existing improvements, including striping and pavement markings, with sufficient detail to re-establish the existing traffic striping and pavement markings in accordance with City Supplement Section 7-9.1. The Contractor shall provide striping and pavement marking plans to the Resident Engineer a minimum two weeks prior to the start of the AC overlay. The Contractor shall be responsible for verifying the striping and pavement marking quantities.

84-1.03C TOLERANCES AND APPEARANCE ADD the following:

Striping of lane lines and centerlines shall conform to the California MUTCD for the lowest speed of the right-of-way regardless of the speed for the road segment being striped.

84-2.02 MATERIALS ADD the following:

All Pavement markings shall be installed with yellow or white preformed thermoplastic, extruded thermoplastic, or spray thermoplastic. Extrude thermoplastic shall be PTH02ALKYD or equivalent and subject to approval by the Engineer. Products used must be on the State of California, Department of Transportation (Caltrans) Prequalified and Tested Signing and Delineation Materials list. The stencils or preformed pavement markings shall conform to drawings A24 A-F of the Standard Plans of the State of California Department of Transportation, 2010 Edition. Stencils shall be approved by the Engineer prior to use on the contract. Thermoplastic products must be installed in accordance with manufacturer's specifications.

For this contract, the glass beads shall conform to State Specification No. 8010-21C-22 (Type II).

84-1.03D Surface Preparation ADD the following:

Existing thermoplastic markings located within the limits of the area to receive slurry seal shall be removed a maximum of 10 calendar days prior to the application of slurry by wet sandblasting or other approved methods. Dry sandblasting may be used in selected areas only with the permission of the Engineer and with approval of the air pollution control authority having jurisdiction over the area in which the work will be performed. Temporary pavement markers shall be installed at all limit lines, crosswalks, and lane lines to ensure safe traffic operations.

84-1.03E Application of Stripes and Markings ADD the following:

All crosswalk lines, limit lines, and pavement legends (except within a bike lane) shall be thermoplastic in accordance with these Specifications. At no time shall thermoplastic pavement markings be located within designated bike lanes.

The Contractor shall install all required thermoplastic pavement markings, including limit lines, within five (5) calendar days after the day on which the slurry seal is applied on a road segment. Pavement markings shall be applied after a minimum of one coat of traffic striping has been applied to ensure proper placement.

84-2.04 PAYMENT ADD the following:

All work, materials, labor, costs, and time associated with removing and applying thermoplastic pavement markings shall be included in the unit bid item for RPMS slurry or AC overlay.

84-3.02A General ADD the following:

For this contract, paint for traffic stripes shall be State of California Department of Transportation Specification PTWB-01 for Paint, Waterborne Traffic Line, White, Yellow, and Black. Samples of paint will be collected randomly in the field for testing by the Engineer. If the paint is found to contain lead or any lead compound, the Contractor shall, at its own expense, neatly and thoroughly remove any and all lead or lead compound bearing markings (both stripes and/or pavement markings) from the road surface. Any waste material generated as a result of the aforesaid removal operation shall be considered as Hazardous Material and shall be disposed of, at the Contractor's expense, in conformance to all applicable State and Federal laws. Certification of said disposal shall be provided to the Engineer.

In the event air pollution control requirements change, the Contractor shall use a lead-free paint product that conforms to the most current State Specifications that satisfy the requirements.

The State Specification No. for glass beads is amended to read "8010-21C-22 (Type II)".

84-3.03 CONSTRUCTION ADD the following:

The first coat of paint for traffic striping shall be applied within five calendar days after the day on which slurry seal is placed on each road segment. The second coat of paint for traffic striping may be applied the same day as the first coat, if the first coat of paint is dry. If the first coat of paint is not dry, the second coat of paint shall be applied no later than five calendar days after the day on which the slurry seal is placed.

In the event traffic striping or pavement marking is not applied within the time restraints specified in this contract, the City may suspend or cease resurfacing operations until such time all required traffic striping and pavement marking has been properly applied, to the satisfaction of the Engineer. For each road segment, all traffic striping shall be completed prior to the installation of raised pavement markers.

The Contractor shall be responsible for maintaining safe traffic operation through the work area.

84-3.04 Payment. ADD the following:

All work, materials, labor, costs, and time associated with replacing traffic striping shall be included in unit bid item for RPMS slurry or AC overlay.

SECTION 85: PAVEMENT MARKERS

85-1.02A General ADD the following:

All references herein to the term "reflective" pavement markers shall refer to the term "retroreflective" pavement markers as the term is used in the Standard Specifications. For the purposes of this project, the two terms are considered interchangeable.

The Resident Engineer shall not be precluded from sampling and testing products appearing on the State of California, Department of Transportation Pre-qualified Products Lists (PQL), including products on the Prequalified and Tested Signing and Delineation Materials list. For each type of product supplied from the PQL, the manufacturer shall furnish, to the Resident Engineer, a Certificate of Compliance in conformance with the provisions in Section 6-3.05E, "Certificates of Compliance", of the CalTrans Standard Specifications.

Products not included in the PQL may be used in the work provided the products conform to the requirement of the CalTrans Standard Specifications and Special Provisions.

Materials and products may be added to the PQL if the manufacturer submits an inquiry to the New Product Coordinator at the Transportation Laboratory, Department of Transportation. Approval of materials or products will depend upon compliance with the California Department of Transportation New Product Evaluation Guidelines dated July 2009.

85-1.02A General ADD the following:

TYPE OF MARKERS:

TYPE A – Non-reflective White Markers

TYPE AY – Non-Reflective Yellow Markers

TYPE C – Red-Clear Retroreflective Markers

TYPE D – 2-Way Yellow Retroreflective Markers

TYPE G – One-Way Clear Retroreflective Markers

TYPE H – One-Way Yellow Retroreflective Markers

TYPE I – 2-Way Blue Retroreflective Markers

TEMPORARY MARKERS

Temporary pavement markers shall be Bunzl Extrusion Model T.O.M., or an approved equal. Reflective temporary pavement markers shall be two-way amber or one-way white to match existing delineation of the traffic stripe and pavement marking. Non-reflective temporary pavement markers shall be one-way white. Payment for all work, materials, labor, costs, and time associated with placing temporary markers shall be included in the unit Bid item for slurry seal (EAS, REAS, RPMS, etc.) or overlay.

85-1.02C RETROREFLECTIVE PAVEMENT MARKERS ADD the following:

Pavement marker height shall be 0.70” maximum. “Low profile” type markers will not be accepted.

85-1.03A General ADD the following:

Pressure sensitive adhesive pad types shall not be used.

The control lines for placing markers shall be the existing traffic stripes, a theoretical extension thereof, or as directed by the Engineer. With the exception of Two-Way Blue Retroreflective Markers located adjacent to all fire hydrants within the project limits, the Contractor will not be required to place pavement markers on roads that are not striped.

Prior to the application of slurry seal or AC overlay, the Contractor shall remove all existing raised Pavement Markers within the project area.

Upon completion of the application of slurry seal or AC overlay, the Contractor shall install new Pavement Markers in accordance with California Department of Transportation Standard Plans A20 A-D and this Contract. The Contractor shall install Two-Way Blue Retroreflective markers at each fire hydrant, within the project limits, in accordance with the City of San Diego Standard Drawing number SDW-104 or as directed by the Engineer. These standards may require the installation of additional markers that were not pre-existing.

Markers shall not be placed in the following locations, unless otherwise directed by the Engineer:

1. On raised medians.
2. Adjacent to raised medians, which are not supplemented by left-edge striping.
3. Adjacent to right-edge striping.

Placement of all required pavement markers shall be completed within 15 calendar days after application of slurry seal or AC overlay on each road segment. In the event pavement markers are not applied within the time restraints specified in this contract, the City may suspend or cease sealing operations until such time all required pavement markers have been placed to the satisfaction of the Resident Engineer.

PLACEMENT OF TEMPORARY MARKERS

Upon completion of the application of the slurry or AC overlay, the Contractor shall establish the alignment and installation of temporary pavement markers. The placement of the temporary markers shall be an accurate representation of the striping and markings that existed prior to the application of slurry seal or AC overlay.

The temporary pavement markers shall be in place prior to allowing vehicles to resume the use of the travel way.

Temporary pavement markers shall be used for traffic stripes (traffic lines), edge lanes as defined herein, on the striped edge of the lanes at gore areas that separate traffic at exit and entrance ramps, and on pavement markings.

Traffic stripes (traffic lines) are defined as longitudinal centerlines and lane lines which separate traffic lanes in the same or opposing direction of travel. Reflective temporary pavement markers shall be used on traffic stripes. Non-reflective temporary pavement markers shall be used on longitudinal edge lines that mark the edge of the traveled way.

Pavement markings are defined as transverse markings which include, but are not limited to, word and symbol markings, limit lines (stop lines), crosswalk lines, shoulder markings, parking stall markings, railroad crossing markings, speed bump and lump markings, and bike lane symbols.

The markers shall be installed in accordance with the manufacturer's installation procedure instructions.

Temporary pavement markers shall be maintained in place and clearly visible from both directions of traffic, until final traffic striping and pavement marking has been completed on each road segment. Upon completion of striping and marking of each road segment, any remaining temporary markers, located outside of a painted area or pavement marking, shall be removed by the Contractor without damage to the slurry seal or AC overlay.

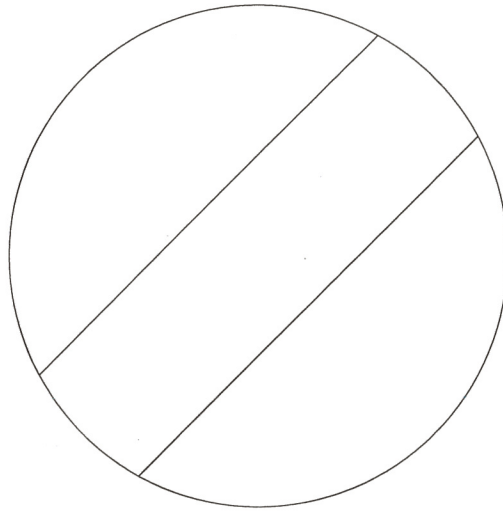
Nothing in these specifications shall be construed as reducing the minimum standards specified in Part 6, "Temporary Traffic Control" of the "California Manual on Uniform Traffic Control Devices" 2012 Edition, or as relieving the Contractor of responsibility as provided in Section 7-1.04, "Public Safety", of the CalTrans Standard Specifications.

85-1.04 PAYMENT ADD the following:

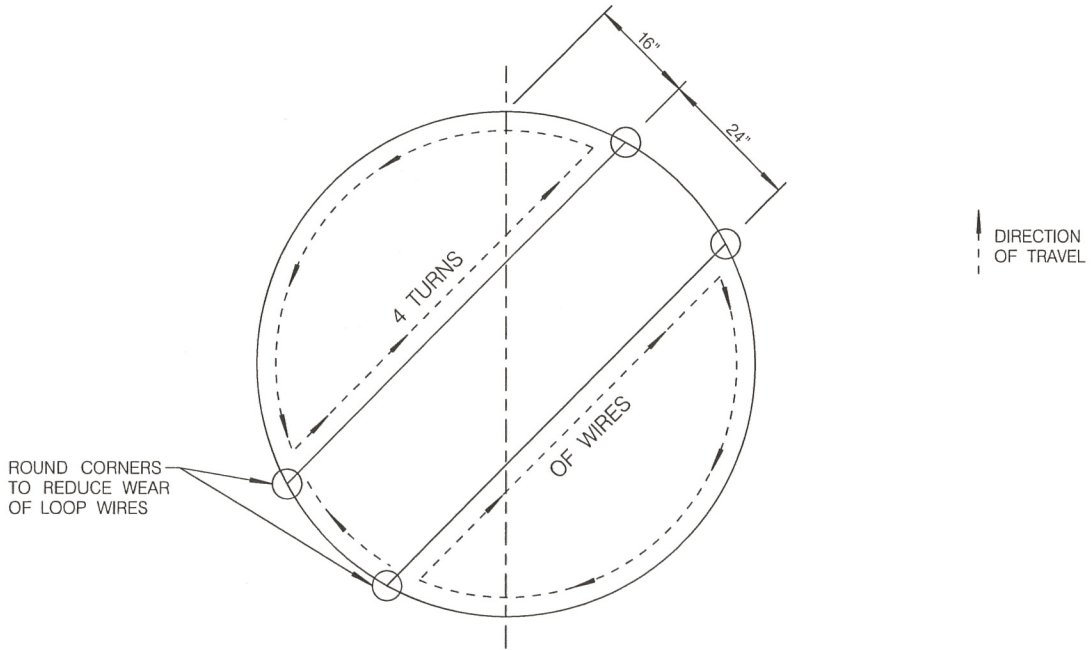
All work, materials, labor, costs, and time associated with removal and replacement of pavement markers shall be included in unit bid item for RPMS slurry or AC overlay.

All work, materials, labor, costs, and time associated with installation and removal of temporary pavement markers shall be included in unit bid item for RPMS slurry or AC overlay.

APPENDIX F
TYPE E MODIFIED LOOP



PLAN DRAWING SYMBOL



SAWCUT & WINDING DETAIL

NOTES:

1. LOOP DIAMETER = 6' TYP
2. DEPTH OF CUT = 3 1/8" MIN
3. NO LOOPS SHALL BE CUT INTO BRIDGE DECKS

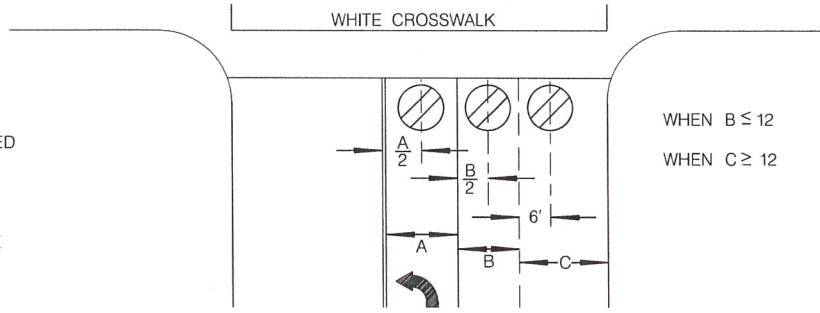
MODIFIED TYPE E LIMIT LINE / CROSSWALK DETECTOR

SHEET 1 OF 2

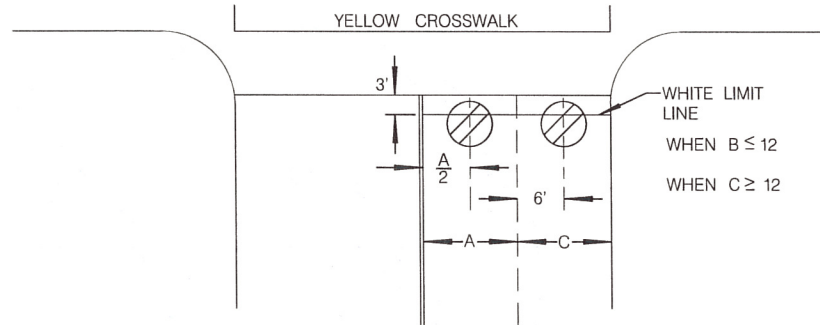
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL	KA	J. NAGELVOORT	01/12		<i>J. Nagelvoort</i>	12/17/2012
UPDATE	KA	J. NAGELVOORT	12/12	TYPE E MODIFIED LOOP	COORDINATOR R.C.E. 65271 DATE	
					DRAWING NUMBER	SDE-104

NOTES:

1. ALL FRONT LOOPS SHALL BE MODIFIED TYPE "E" LOOPS
2. FRONT LOOPS, SHALL BE INSTALLED IN FRONT OF THE LIMIT LINE OR CROSSWALK ACTING AS A LIMIT LINE



CASE "1"



CASE "2"

FRONT LOOP REPLACEMENT

SHEET 2 OF 2

REVISION	BY	APPROVED	DATE
ORIGINAL	KA	J. NAGELVOORT	01/12
UPDATE	KA	J. NAGELVOORT	12/12

CITY OF SAN DIEGO - STANDARD DRAWING

TYPE E MODIFIED LOOP

RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE

R. Hadi

12/17/2012

COORDINATOR R.C.E. 65271 DATE

DRAWING NUMBER

SDE-104

City of San Diego

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

ADDENDUM "A"

FOR

JOB ORDER CONTRACT - (JOC) SP13 STREET PAVING #1



BID NO.:	<u>K-13-1094-JOC-3-C</u>
SAP NO. (WBS/IO/CC):	<u>12001568</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>CityWide</u>
PROJECT TYPE:	<u>ID</u>

BID DUE DATE:

**2:00 PM
SEPTEMBER 17, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101**

A. CHANGES TO CONTRACT DOCUMENTS

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ABOVE.**

Tony Heinrichs, Director
Public Works Department

Dated: *November 26, 2013*
San Diego, California

TH/NB/lji

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sanidiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633

ADDENDUM "B"

FOR



JOB ORDER CONTRACT - (JOC) SP13 STREET PAVING #1

BID NO.: K-13-1094-JOC-3-C
SAP NO. (WBS/IO/CC): 12001568
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: CityWide
PROJECT TYPE: ID

BID DUE DATE:

2:00 PM
SEPTEMBER 17, 2013
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101

ENGINEER OF WORK

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

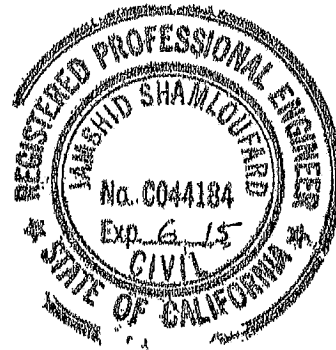


For City Engineer

8/8/13

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER's QUESTIONS

- Q1. For the 15% SLBE-ELBE participation goal, must this goal be achieved by utilizing subcontractors only – or can the prime contractor be an ELBE and achieve this goal without using SLBE-ELBE subcontractors?
- A1. Yes if Prime is ELBE or SLBE certified the goal would be met, with the prime performing at least 50% of work. Credit is half of the prime self-performance requirement.
- Q2. If the lump sum items were based on the maximum contract amount of \$10,000,000 or the maximum task order price of \$5,000,000. If the contractor is issued and completes a task order for \$5,000,000, will the lump sum items be billed at 100% at this point or will the items be billed out 50%?
- A2. Lump Sum items are based on the maximum task order price of \$5,000,000. If the Task is issued and completed for the maximum amount then it can be billed at 100%.

C. VOLUME 1

1. NOTICE INVITING BIDS, Item 7, CONSTRUCTION COST, page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:
7. The City's estimated construction cost for this contract is **\$15,000,000**.
2. To NOTICE INVITING BIDS, Item 37, CONTRACT PROCEDURE AND TERMS, page 17, Subsection 37.2, **DELETE** in its entirety and **SUBSTITUTE** with the following:
- 37.2.** If awarded, the City guarantees the Contractor a minimum value of total work (Minimum Contract Amount) worth \$10,000 up to a potential maximum value of total work (Maximum Contract Amount) worth \$15,000,000. The term of the Contract is 24 months or the expenditure of the \$15,000,000 maximum contract amount, whichever comes first. Task Assignment: As the need for work arises, the City will assign Task Orders (Projects) by transmitting a Task Order Scope of Work, scheduling a Joint Scope Meeting at the site and issuing the Contractor a Request for Proposal (RFP) for the Task Order. Once a Task is assigned to a JOC Contract, the JOC Contractor shall be required to submit a Task Order proposal and meet all deadlines and timelines established in the contract documents.

3. To SUPPLEMENTARY SPECIAL PROVISIONS (SSP), APPENDICES, APPENDIX A, CITY'S UNIT PRICE BOOK (UPB), pages 45 through 48, **DELETE** in their entirety and **SUBSTITUTE** with pages 5 of 22 through 8 of 22 of this Addendum.
4. To SUPPLEMENTARY SPECIAL PROVISIONS (SSP), APPENDICES, APPENDIX C, FIRE HYDRANT METER PROGRAM, pages 51 through 65, **DELETE** in their entirety and **SUBSTITUTE** with pages 9 of 22 through 22 of 22 of this Addendum.

Tony Heinrichs, Director
Public Works Department

Dated: *September 9, 2013*
San Diego, California

TH/NB/CG/egz

APPENDIX A
CITY'S UNIT PRICE BOOK (UPB)

I/We agree to the construction of **Job Order Contract**, for the construction of **SP13 Street Paving** Projects at various locations for the City of San Diego, in accordance with these contract documents for the prices listed below multiplied by the **Adjustment Factor (AF)**:

BASE BID

Item	Unit	NAICS	Payment Reference	Description	Unit Price	Unit Price by AF
1.	AL	237310	9-3	Oil Price Index Fluctuations	\$250,000.00	
2.	AL	237310	007-5.2	CalTrans Permit	\$3,000.00	
3.	AL	237310	009-3.5	Field Orders	\$80,000.00	
4.	LS	237310	007-10.2.6	Traffic Control	\$85,000.00	
5.	EA	237310	301-1.7	Adjusting Existing Gate Valve Covers to Grade	\$55.00	
6.	EA	237310	301-1.7	Adjusting Existing Manholes Frames & Cover to Grade	\$155.00	
7.	TON	237310	302-5.9	Asphalt Concrete Pavement	\$63.00	
8.	TON	237310	302-5.9	Asphalt Pavement Repair (2" Mill & Pave)	\$115.00	
9.	TON	237310	302-5.9	Asphalt Concrete 2" Inlay	\$79.00	
10.	TON	237310	302-5.9	Asphalt Concrete 3" Inlay	\$83.00	
11.	TON	237310	302-5.9	Asphalt Concrete 1/2" Leveling Course	\$89.50	
12.	TONS	237310	302-5.9	Scheduled Base Repair w/RAC	\$128.00	
13.	TONS	237310	302-5.9	Unscheduled Base Repair w/RAC	\$165.00	
14.	EA	237310	302.1.12	Replace Type 'E' Traffic Signal Loops	\$195.00	
15.	EA	237310	302.1.12	Replace Type 'Q' Traffic Signal Loops	\$195.00	
16.	EA	237310	302.1.12	Replace Type 'E' Modified	\$195.00	
17.	EA	237310	302.1.12	Replace Traffic Loop Conduit Stub	\$200.00	
18.	LF	237310	302-5.2.6	AC Cold Milling Edge	\$1.35	

19.	SF	237310	302-5.2.6	AC Cold Milling	\$0.32	
20.	SF	237310	302-7.4	Pavement Fabric/Non-Woven Fiberglass/Polyester Interlaying Paving Mat	\$0.24	
21.	SF	237310	302-6.8	Bus Stop Pad	\$10.50	
22.	EA	237310	303-5.9	Concrete Sidewalk/Curb Impression Relocation	\$125.00	
23.	EA	237310	303-5.10.2	Curb Ramp w/ Stainless Steel Truncated Domes Type A	\$2,150.00	
24.	EA	237310	303-5.10.2	Curb Ramp w/ Stainless Steel Truncated Domes Type B	\$2,150.00	
25.	EA	237310	303-5.10.2	Curb Ramp w/ Stainless Steel Truncated Domes Type C1	\$2,150.00	
26.	EA	237310	303-5.10.2	Curb Ramp w/ Stainless Steel Truncated Domes Type C2	\$2,150.00	
27.	EA	237310	303-5.10.2	Curb Ramp w/ Stainless Steel Truncated Domes Type D	\$1,550.00	
28.	LF	237310	303-5.9	PCC Curb & Gutter	\$40.00	
29.	SF	237310	303-5.9	PCC Cross Gutter	\$12.00	
30.	SF	237310	303-5.9	PCC Sidewalk	\$4.75	
31.	LF	237310	303-5.9	Additional Curb & Gutter	\$30.00	
32.	EA	541370	309-4	Adjust Survey Monuments to Grade	\$135.00	
33.	LS	237310	314-4.3.7	Traffic Striping Replacement	\$80,000.00	
34.	LS	237310	314-4.3.7	Pavement Markings Replacement	\$75,000.00	
35.	LS	237310	314-5.6	Pavement Markers Replacement	\$17,000.00	
36.	EA	237990	701-13.8.4	Storm Drain Inlet Markers	\$30.00	
37.	LF	237510	302.1.12	Removal of Speed Humps & Pavement Irregularities	\$15.00	
38.	LF	237310	302-1.12	Road Hump Replacement	\$63.00	

39.	LS	237990	701-13.8.4	Water Pollution Control Program Implementation	\$4,000.00	
40.	LS	541330	701-13.8.4	Water Pollution Control Program Development	\$3,000.00	

APPENDIX C
FIRE HYDRANT METER PROGRAM

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

1. **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.)

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

- 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.

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

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.

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

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.

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 10 OF 10	EFFECTIVE DATE October 15, 2002
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- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:
Cal ID#			Phone: ()
Signature:		Date:	
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	Requested Removal Date:
Provide Current Meter Location if Different from Above:	
Signature:	Title: Date:
Phone: ()	Pager: ()

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter
Contract Acct #:	Deposit Amount: \$ 936.00 Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05 Meter Make and Style: 6-7
Backflow #	Backflow Size: Backflow Make and Style:
Name: September 9, 2013	Signature: ADDENDUM "B" Date: Page 20 of 22

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

Name of Responsible Party
Company Name and Address
Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

City of San Diego

CONTRACTOR'S NAME: ATP General Engineering Contractors
ADDRESS: 187 Mace Street, Chula Vista, CA 91911
TELEPHONE NO.: (619) 777-8100 FAX NO.: (619) 946-7140
CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sanidiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633
M.Fakhoury/N.Batta/egz

CONTRACT DOCUMENTS



FOR

JOB ORDER CONTRACT - (JOC) SP13 STREET PAVING #1

VOLUME 2 OF 2

BID NO.: K-13-1094-JOC-3-C
SAP NO. (WBS/IO/CC): 12001568
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: CityWide
PROJECT TYPE: ID

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ADDITIONAL FUNDING SOURCE REQUIREMENTS AS SPECIFIED IN EACH RFP FOR JOC CONTRACT (e.g. PROP 42 GAS TAX).

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.

1. Bid/Proposal.....	3
2. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	7
3. Contractors Certification of Pending Actions	8
4. Equal Benefits Ordinance Certification of Compliance.....	9
5. Price Proposal Forms	10

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE: N/A

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

BIDDING DOCUMENTS

IF A PARTNERSHIP, SIGN HERE: N/A

(1) Name under which business is conducted _____

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

(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 ATP General Engineering Contractors

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



(Signature)

Donald L Daley III

(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) 187 Mace Street

(5) City and State Chula Vista, CA Zip Code 91911

(6) Telephone No. (619) 777-8100 Facsimile No. (619) 946-7140

BIDDING DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

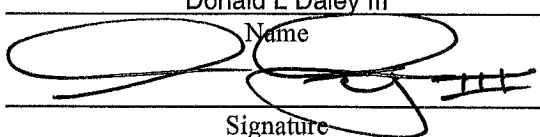
CHECK ONE BOX ONLY.

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

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

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

Contractor Name: ATP General Engineering Contractors

Certified By Donald L Daley III Title President

 Name
 Signature
 Date September 17, 2013

USE ADDITIONAL FORMS AS NECESSARY

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: ATP General Engineering Contractors	Contact Name: Bill Watts
Company Address: 187 Mace Street	Contact Phone: (619) 777-8100
Chula Vista, CA 91911	Contact Email: bill@paveitgreen.com

CONTRACT INFORMATION

Contract Title: Job Order Contract - (JOC) SP13 Street Paving #1	Start Date: TBA
Contract Number (if no number, state location): Bid No K-13-1094-JOC-3-C	End Date: TBA

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.

Donald L Daley III, President
Name/Title of Signatory Signature

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: Approved Not Approved – Reason:

rev 02/15/2011

BIDDING DOCUMENTS

PRICE PROPOSAL FORMS

SCHEDULE OF PRICES

The Contractor shall perform all Work required, necessary, and proper for or incidental to completing the Work called for in each individual Task Order issued under this Job Order Contract using the Unit Price Book (UPB) with the following adjustment factors.

The Bidder guarantees the Adjustment Factors 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 Composite Adjustment Factor 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.

1. **Normal Working Hours:** The Contractor shall perform any or all Prepriced and Non-Prepriced Work items called for in the Task Order Scope of Work *during normal working hours* in the quantities specified in the individual Task Orders assigned to this contract for the sum of the appropriate prices contained in the Unit Price Book (UPB) (Prepriced Items) and for the sum of the lowest prices obtained from the required number of competitive external quotes (Non-Prepriced Items) in which both Prepriced and Non-prepriced items are to be multiplied by the adjustment factor #1 of:

0.7488

Specify to four (4) decimal places.

ZERO POINT SEVEN FOUR EIGHT EIGHT

Adjustment Factor #1 for normal working hours – in words.

2. **Other Than Normal Working Hours:** The Contractor shall perform any or all Prepriced and Non-Prepriced functions called for in the Task Order Scope of Work *during other than normal working hours* in the quantities and line items specified in the individual Task Orders assigned to this Contract for the sum of the appropriate prices contained in the Unit Price Book (UPB) (Prepriced Items) and for sum of the lowest prices obtained from the required competitive external quotes (Non-Prepriced Items) in which both Prepriced and Non-prepriced Items are to be multiplied by the adjustment factor #2 of **(may not be lower than Adjustment Factor #1. Failure to comply shall render the bid non-responsive.)**:

0.7488

Specify to 4 decimal places.

ZERO POINT SEVEN FOUR EIGHT EIGHT

Adjustment Factor #2 for other than normal working hours – in words.

BIDDING DOCUMENTS

3. **Prevailing Wages:** The Contractor shall perform any or all Prepriced and Non-Prepriced functions called for in the Task Order Scope of Work which may be subject to State prevailing wages in the quantities and line items specified in the individual Task Orders assigned to this Contract for the sum of the appropriate prices contained in the Unit Price Book (UPB) (Pre-priced Items) and for sum of the lowest prices obtained from the required competitive external quotes (Non-Pre-priced Items) in which both Pre-priced and Non pre-priced Items are to be multiplied by the adjustment factor #3 of:

0.7488

Specify to 4 decimal places.

ZERO POINT SEVEN FOUR EIGHT EIGHT

Adjustment Factor #3 for Prevailing Wages – in words.

Failure to submit adjustment factors for Items 1, 2, and 3 above to four (4) decimal places shall result in the bid being deemed **non-responsive** and ineligible for further consideration.

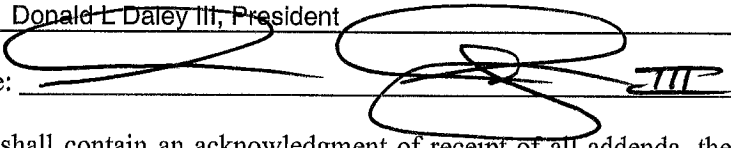
Composite Adjustment Factor Calculation:

Enter below the adjustment factors listed above and perform the required calculations:

Item	Adjustment Factor (4 Decimal Places)	Percentage Factor	Partial Composite Adjustment Factor (4 Decimal Places)
1	0.7488	75%	0.5616
2	0.7488	15%	0.1123
3	0.7488	10%	0.0749
Composite Adjustment Factor			0.7488

Bidder: ATP General Engineering Contractors

Title: Donald L. Daley III, President

Signature: 

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

BIDDING DOCUMENTS

NOTES:

- A. Total Composite Adjustment Factor(s) are subject to tabulation/verification by the City.
- B. Adjustment Factors 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.
- C. 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.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit Adjustment Factors where required shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Bids shall have Adjustment Factors, Bid Amounts, and Total Composite Adjustment Factors expressed to four (4) decimal places (tenths, hundredths, thousandths, and ten thousandths).
- F. All Bid Amounts and Total Composite Adjustment Factors will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Adjustment Factor x Percentage Factor and the Bid Amount, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Bid Amounts with the Total Composite Adjustment Factor, the sum of the Bid Amounts shall govern.
- H. Adjustment Factors submitted that exceed four (4) decimal places shall be cause for deeming the bid **non-responsive** and ineligible for further consideration.
- 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.