City of San Diego

CONTRACTOR'S	NAME:
ADDRESS:	
TELEPHONE NO.	FAX NO.:
CITY CONTACT:	CHA MOUA, 9150 TOPAZ WAY, MS 902, SAN DIEGO, CA 92123-1119
	cmoua@sandiego.gov, Phone No.: 858-654-4497, Fax No.: 858-654-4424
-	BD/LS/CG

CONTRACT DOCUMENTS

FOR



MBC VACTOR TRUCK OFF LOADING FACILITY PROJECT

VOLUME 1 OF 2

BID NO.:	L-12-5474-DBB-2-A	
SAP NO. (WBS/IO/CC):	30001780	
CLIENT DEPARTMENT:	2011	
COUNCIL DISTRICT:	7	
PROJECT TYPE:	$\mathbf{J}\mathbf{A}$	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE.

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

Professional Engineer

Seal:

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

- 1) Equal Opportunity Contracting Program Requirements This Contract Document sets forth the standard requirements for the City's equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.
- 2) City Supplement The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction ("The GREENBOOK"), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

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

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

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

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REQUIRED DOCUMENTS SCHEDULE

This table is intended to serve as a convenient tool for listing forms and documents required at different times. It is neither exhaustive nor must be considered a Contract Document by itself. Therefore, the users must review the entire Contract Documents and become familiar with the required documentation and the submittal schedule associated with each document.

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

The specified EOC forms are all available for download from the EOC Program's web site at:

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

ITEM	WHEN	ВУ	WHAT
1.	BID DUE DATE/TIME	ALL BIDDERS	Proposal (Bid)
2.	BID DUE DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID DUE DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID DUE DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID DUE DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: o Joint Venture Agreement o Joint Venture License
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond

REQUIRED DOCUMENTS SCHEDULE

ITEM	WHEN	ВУ	WHAT
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance
17.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC20 - Monthly Employment Report
18.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC25 - Monthly Invoicing Report
19.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC10 - Contract Change Order (CCO)
20.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC15 - Final Summary Report
21.	PRIOR TO ACCEPTANCE	CONTRACTOR	Affidavit of Disposal

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

- **1. INTRODUCTION.** This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOCP Requirements included in The WHITEBOOK.
 - **1.1.** The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.
- 2. AMENDMENTS TO THE CITY'S GENERAL EOCP REQUIREMENTS.
 - III. Equal Employment Opportunity Outreach Program (A). DELETE in its entirety and SUBSTITUTE with the following:
 - A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
- **3. SUBCONTRACTING PARTICIPATION PERCENTAGES.** The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
 - **3.1.** The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 30.4%.

- **3.2.** For the purpose of achieving the voluntary subcontractor participation level (percentage), Additive, Deductive, and Allowance Bid Items will not be included in the calculation.
- **PRE-BID CONFERENCE.** A Pre-Bid Conference is scheduled for this contract as specified in the Invitation to Bids. The purpose of this meeting is to inform prospective Bidders of the submittal requirements and provisions relative to the Small Local Business Enterprise Program. Bidders are strongly encouraged to attend the Pre-Bid Conference to better understand the requirements of this contract.

RESOURCES. The current list of certified SLBE-ELBE firms can be found on the Equal Opportunity Contracting Program Department website.

CITY OF SAN DIEGO, CALIFORNIA

INVITATION TO BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bid(s) will be received at the Public Works Contracting Group at 1200 THIRD AVENUE, SUITE 200, SAN DIEGO, CA 92101 UNTIL 1:30 PM ON May 30th, 2012 for performing work on the following project (Project):

MBC VACTOR TRUCK OFF LOADING FACILITY PROJECT

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

Construction consists of grading, saw cutting of existing sidewalk/concrete pavement, removal of brushes, relocation of impacted utilities, trenching, backfiling, compacting subgrade fill and compacting subbase aggregates for AC & PCC pavements, installing reinforced concrete column footings, drop inlets, drainage pipes, sewer laterals, sewer manhole, and all appurtenances in accordance with the specifications and drawings.

The Work shall be performed in accordance with:

- Bid No. L-12-5474-DBB-2-A and Plans numbered 35536-1-D through 35536-8-D inclusive.
- **3. ENGINEER'S ESTIMATE:** The Engineer's estimate of the most probable price for this contract is \$355,900.00.
- **4. LOCATION OF WORK:** The location of Work is Citywide unless specified otherwise as follows:

Inside Metro Bio Solids Center (MBC) located at 5240 Convoy Street, San Diego, CA 92145

- **5. CONTRACT TIME:** The Contract Time for completion of the Work shall be **90 Working Days**.
- **6. CONTRACTOR'S LICENSE CLASSIFICATION**: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

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

CLASS A

7. PRE-BID CONFERENCE: There will be a Pre-Bid Conference to discuss the scope of the Project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1200 Third Avenue, Suite 200, San Diego, CA 92101 at 10:00 A.M., on May 9th, 2012.

All potential bidders are **encouraged** to attend.

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

8. CITY PROJECT MANAGER CONTACT INFORMATION:

See the cover of the Contract Documents.

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

1. STANDARD SPECIFICATIONS

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

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

2. STANDARD DRAWINGS

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

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

- **10. WAGE RATES** Prevailing wages are not applicable to this project <u>unless specified otherwise on the cover page of these specifications and when included in these specifications</u>. See Funding Agency Provisions that follow this Invitation to Bid for more information.
- **11. INSURANCE REQUIREMENTS:** Upon receipt of the City's Notice of Intent to Award letter, the Contractor will be asked to submit all certificates of insurance and endorsements to the City.

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

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

Tony Heinrichs Director Public Works Department

INSTRUCTIONS TO BIDDERS

1. **PREQUALIFICATION OF CONTRACTORS:** The contractor(s) who intend to submit a Bid in response to this invitation to bid must be pre-qualified for total amount proposed, inclusive of all alternate bid items prior to the date of Bid submittal.

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

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

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

- **2. CONTRACTOR REGISTRATION:** Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- **3. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- **4. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitation to Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
- **5. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise in the Contract Documents.
- **6. SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
- 7. AWARD PROCESS: The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

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

- **8. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- **9. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
- 10. QUESTIONS: Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to eBidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents for Minor Construction contracts).

The Director (or designee), Public Works Department is the officer responsible for opening, examining, and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Questions in these areas of responsibility (e.g., i.e. Pre-qualification, SCOPe information, bidding activities, bonds and insurance, etc. as related to this contract shall be addressed to the Contract Administration, Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

Questions received less than 14 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any addenda that have been issued and to include all such information in its Bid.

- 11. ELIGIBLE BIDDERS: No person, firm, or corporation shall be allowed to make, file, or be interested in more than 1 Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf.
- **12. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- **13. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

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

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

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

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

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

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

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

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

15. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

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

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

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

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

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

The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion.

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

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

17. THE CONTRACT: The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working Days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 10 Working Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

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

18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

19. DRUG-FREE WORKPLACE:

a) General:

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

b) Definitions:

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

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

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

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

c) City Contractor Requirements:

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

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.

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

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

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

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

20. AMERICANS WITH DISABILITIES ACT:

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

b) Definitions:

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

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

- c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.
 - i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.

- ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
- iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.
- **21. CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE:** This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

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

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

http://www.sandiego.gov/purchasing/pdf/contractor standards questionnaire.pdf.

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

"Compliance with San Diego Municipal Code §22.3224: Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

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

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

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

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

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

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

- **24. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of §§1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- **25. EQUAL BENEFITS:** This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

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

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

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

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

26. LIMITED COMPETITION: Contracts designated with a Bid number beginning with "L" may only be bid by the Contractors on the approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration go to the City's web site: http://www.sandiego.gov

27. PRE-AWARD ACTIVITIES:

<u>Pre-award Submittals</u> - The Apparent Low Bidder shall provide the information required within the time specified in "Required Documents Schedule," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

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

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Ace Excavating & Environmental</u>, herein called "Contractor" for construction of <u>MBC Vactor Truck Off Loading Facility Project;</u> Bid No. <u>L-12-5474-DBB-2-A</u>, in the amount of TWO HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS AND 00/100 (\$269,880.00), which is comprised of the Base Bid only.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) That certain documents entitled, <u>MBC Vactor Truck Off Loading Facility Project</u>, on file in the office of the Public Works Department as Document No. <u>30001780</u>, as well as all matters referenced therein.
- Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner <u>MBC Vactor Truck Off Loading Facility Project</u>, Bid Number <u>L-12-5474-DBB-2-A</u>, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued) AGREEMENT

IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee authorizing such execution.

THE CITY OF SAN DIEGO	APPROVED AS TO FORM AND LEGALITY
ву	Jan I. Goldsmith, City Attorney By Jeremy Jung
Print Name:	Print Name:
Date: 8/16/12	Date:8/17/12
CONTRACTOR	
By Enomilarl	
Print Name: Eric m Wood	
Title: Vice Resident	
Date: 6 - 30 - 8013-	
City of San Diego License No.: 10 15 0042	
State Contractor's License No.: 704463	

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Ace Excavating & Environmental , a corporation, as principal, and Allegheny Casualty Company , a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of TWO HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS AND 00/100 (\$269,880.00), for the faithful performance of the annexed contract, and in the sum of TWO HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS AND 00/100 (\$269,880.00), for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract <u>MBC Vactor Truck Off</u> <u>Loading Facility Project</u>; Bid No. <u>L-12-5474-DBB-2-A</u>, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

CONTRACT FORMS (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	June	18	, 2012
Approved as to Form and Legality			Ace Excavating and Environmental Services, Inc.
Approved as to Politi and Deganty			Principal By EMM MWW
Jan I. Goldsmith, City Attorney			Fric M Ward Printed Name of Person Signing for Principal
By key (Allegheny Casualty Company
Deputy Ets Attorney			By Jaw Attorney-in-fact Sioux Munyon
Approved:			13400 Sabre Springs Parkway #245 Local Address of Surety
By W. Downs Prior, Principal Contract S	Specialist	-	San Diego, CA 92128 Local Address (City, State) of Surety
	3/16	12	858-713-1795 Local Telephone No. of Surety Premium may be adjusted Price Contract Price
			Premium \$ 6,398.00 based on Final contract Files Bond No. 0580338

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)		
County of San Diego			
•	arely C Miller Notary Public		
On VINE 18 2012 before me, KIMBE	erely C. Miller, Notary Public		
personally appearedSioux Mu	Inyon Name(s) of Signers		
KIMBERLEY C. MILLER COMM. #184 7744 SOLUTION COMM. #180 7744 COMM. SAN DIEGO COUNTY Comm. Exp. JUNE 2, 2013	who proved to me on the basis of satisfactory evidence to be the person(家) whose name(家) is/家家 subscribed to the within instrument and acknowledged to me that *xx*she/*xxx* executed the same in *xix*her/*xxx* authorized capacity(家x), and that by bix*her/*xxx signature(家) on the instrument the person(家), or the entity upon behalf of which the person(家) 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.		
	WITINESS IIIy hand and official seal.		
•	Signature: Tubulu Ch		
Place Notary Seul Above OPTH	ONAL Signature of fictory Proba		
	w, it may prove valuable to persons relying on the document and reaffachment of this form to another document.		
Description of Attached Document			
Title or Type of Document:			
Document Date:	Number of Pages:		
Signer(s) Other Than Named Above:	Physics (Change Propaga Change		
Capacity(ies) Claimed by Signer(s)			
Signer's Name:			
Corporate Officer — Title(s):			
Individual RIGHT THUMBPRIC OF SIGNER	NT Individual RIGHT HUMBPRINT OF SIGNER		
Partner - Limited General Top of fromt, ber	Partner — Limited L General [150 of month here		
x Attorney in Fact	Altorney in Fact		
Trustee	Trustee		
Guardian or Conservator	Guardian or Conservator		
and the second s	Other:		
Other:	All rights are sentent plants a reserve them. They would be the control of		
Other: Signer Is Representing:	Signer Is Representing.		
AND THE RESERVE AND THE PROPERTY OF THE PROPER			

POWER OF ATTORNEY

ALLEGHENY CASUALTY COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 107102-5207

KNOW ALL MEN'BY THESE PRESENTS: That ALLEGHENY CASUALTY COMPANY, a corporation organized and existing pursuant to the laws of the State of Pennsylvania, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

SIOUX MUNYON

Lakeside, CA.

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting called and held on the 7th day of February, 1974.

The power of attorney is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

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

1936

* ASWAYLVANIA

IN TESTIMONY WHEREOF, ALLEGHENY CASUALTY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12th day of November, A.D. 2009.

ALLEGHENY CASUALTY COMPANY

Secretary

On this 12th day of November 2009, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



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

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

CERTIFICATION

I, the undersigned officer of ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the said are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this

STATE OF NEW JERSEY County of Essex

H

day of JUNE, 2018

Maria H. Serance

Assistant Secretary

CONTRACTOR CERTIFICATION

	DRUG-FREE WORKPLACE
PROJECT TITLE:	MBC Vactor Truck off Loading Facility Project
	miliar with the requirements of San Diego City Council Policy No. 100-17 kplace as outlined in INSTRUCTION TO BIDDERS, "Drug-Free pecifications, and that;
Ace Excavating	(Name under which business is conducted)
subcontract agreement for	kplace program that complies with said policy. I further certify that each this project contains language which indicates the subcontractor's rovisions of subdivisions a) through c) of the policy as outlined.
Signed	Eve m worl
Printed Nar	ne Ericm wood
Title	Vice President

CONTRACTOR CERTIFICATION

AMERICAN WITH DISA	ABILITIES ACT (ADA) COMPLIANCE CERTIFICATION
PROJECT TITLE:	MBC Vactor Truck off Loading Facility Project
regarding the American With Di	or with the requirements of San Diego City Council Policy No. 100-4 sabilities Act (ADA) outlined in the INSTRUCTION TO BIDDERS, ", of the project specifications, and that;
Ace Excavating	3 Environ Mental Services, The. ame under which business is conducted)
	that complies with said policy. I further certify that each subcontractins language which indicates the subcontractor's agreement to abide outlined.
Q' 1	Pena mindral
Signed_ Printed 1	Name Elic m Word
Title	Sumwill Name Eric m Word Vice Prechent

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: MBC Vactor Truck off Loading Facility Project
I declare under penalty of perjury that I am authorized to make this certification on behalf of Southers Trail, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.
I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.
Dated this <u>20</u> Day of <u>June</u> , <u>2012</u> .
Signed Enc M Wood
Printed Name Eric M Wood
Title Vive Preident

AFFIDAVIT OF DISPOSAL

WHEREAS, on the	DAY OF	<u>,</u> 2	,	the	undersigned	entered	into
and executed a contract with tl	he City of San I	Diego, a municipal corp	oratio	n, fo	r:		

MBC VACTOR TRUCK OFF LOADING FACILITY PROJECT

MBC		Name of Project)	<u>MITTROJECT</u>
SAP No. (WBS/CC/IO Contractor to affirm tha	o) <u>30001780</u> and W at "all brush, trash, de	HEREAS , the specificatebris, and surplus materi	Bid No. <u>L-12-5474-DBB-2-A</u> ; ation of said contract requires the als resulting from this project have has been completed and all surplus
under the terms of said	contract, the undersig		City of San Diego to said Contractor eby affirm that all surplus materials ation(s)
and that they have been	disposed of according	to all applicable laws an	d regulations.
Dated this	DAY OF	, 2	<u>_</u> ·
	Carre	44	
by	Con	tractor	
ATTEST:			
State of			
County and State, duly of	commissioned and swo	orn, personally appeared_	amed in the foregoing Release, and contractor executed the said Release.
Notary Public in and for	said County and State	e	
ACC 1. '4 CD'	L 2011)		46 I D

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

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

STYLE OF SPECIFICATIONS

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

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

PART 1 – GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

Agency – ADD the following:

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

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

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

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

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Notice of Completion (NOC) – ADD the following:

See California Civil Code section 3093.

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

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

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

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

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

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

2-3.1.2 Subcontractor List. ADD the following:

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

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

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

2-3.3 Status of Subcontractors. ADD the following:

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

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

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

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

- **2-5.2 Precedence of Contract Documents.** To the Cit Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- **2-5.2 Precedence of Contract Documents..** If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:
 - 1) Permits (i.e., issued by jurisdictional regulatory agencies)
 - 2) Change Orders and Supplemental Agreements; whichever occurs last
 - 3) Contract and Agreement
 - 4) Addenda
 - 5) Bid (e.g., price Proposal for Design-Build contracts)
 - 6) Request for Proposal (RFP)
 - 7) Invitation to Bid
 - 8) Instruction to Bidders
 - 9) Request for Qualifications (RFQ)
 - 10) Special Provisions (i.e., City's EOCP Requirements, City Supplement, and Supplementary Special Provisions (SSP))
 - 11) Plans
 - 12) Construction Documents (for Design-Build contracts)
 - 13) Standard Drawings
 - 14) Reference Specifications (e.g., GREENBOOK)
 - 15) Technical Proposal (for Design-Build contracts)
 - 16) Statement of Qualifications (SOQ)

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

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

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

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

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

2-5.4.1 General. ADD the following:

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

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

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

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

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

2-7 SUBSURFACE DATA. ADD the following:

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

- 1. Geotechnical Investigation Proposed FIRP/NSPF Project at Southwest Side of Miramar Landfill by Geotechnical Consultants, Inc, dated April 12, 1994
- 2. Desktop Geotechnical Reconnaissance San Diego MBC Silos 9 and 10 by Ninyo & Moore, dated July 29, 2009 (Revised July 31, 2009)

The report(s) listed above is(are) available for review by contacting the City Project Manager or visiting:

ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/

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

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

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2-11 INSPECTION. ADD the following:

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

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

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

ADD: 2-17 CONTRACTOR REGISTRATION.

The Contractor, Subcontractors, and Suppliers shall register with the City's EOCP via Prism® i.e., the City's web-based contract compliance portal at:

https://pro.prismcompliance.com/contractor/plugins/pages/contractormenu.aspx.

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

SECTION 3 – CHANGES IN WORK

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

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

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

SECTION 4 - CONTROL OF MATERIALS

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

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

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4-1.3.4 Inspection Paid for by the Contractor. To the City Supplement, ADD the following:

The Contractor shall employ and pay for the services of qualified inspection entity to perform specialty inspection services as specified here:

- 1. Concrete
- 2. Structural Masonry
- 3. Reinforcing Steel
- 4. Embedded bolts in concrete
- 5. Subgrade

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

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

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

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

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

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

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

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

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

ADD the following:

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

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- a) The Contractor shall submit its list of proposed substitutions for "an equal" ("or equal") item(s) **no less than 15 Working Days prior to Bid due date** and on a City form when provided by the City.
 - i. The City will respond to the Contractor's substitution proposal by at least 3 Working Days prior to the Bid due date. If the City fails to respond to the Contractor's substitution proposal within the specified time period, the substitution proposal will be deemed denied.
 - ii. The Contractor may bring forward a substitution proposal after Award that was denied based on the City's failure to respond by submitting a "Cost Reduction Proposal" in accordance with 3-1.3.
- b) The request for substitution shall include the following information:
 - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
 - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 - iii. All variations of the proposed substitute from the items originally specified will be identified.
 - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City's review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor's expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.
- f) The lack of action(s) on the Engineer's side within the Contractor's requested time shall not constitute acceptance of the substitution.
- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.
- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
- l) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

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SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

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

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

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

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

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

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

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

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

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

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- **6-8.2 Acceptance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- **6-8.2 Acceptance.** Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.
- **6-8.3 Warranty.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- **6-8.3 Warranty.** Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.
 - a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
 - b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
 - c) The warranty period for the following items of the Work shall be 3 years:
 - 1. Work under Section 500
 - 2. DWT Construction
 - 3. LED signal modules
 - d) Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
 - e) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
 - f) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
 - g) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
 - h) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
 - i) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
 - j) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
 - k) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

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

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

ADD: 7-3.1 Policies and Procedures.

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

ADD: 7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

- a) Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- b) The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
- c) There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.

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d) All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.2.3 Commercial Pollution Liability Insurance.

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

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- **ADD:** 7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Eligible Surplus Lines Insurers (LESLI list).

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

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

ADD: 7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
 - 1. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) Your products, (c) Your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
 - 2. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) Your products, or (c) premises owned, leased, controlled, or used by you.
- **7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of the Contractor's insurance and must not contribute to it.
- **7-3.5.1.3 Project General Aggregate Limit.** The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project

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General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.
- **7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.
- **7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.
- **ADD:** 7-3.6 Deductibles and Self-Insured Retentions. You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

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

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

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

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

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

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

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

- c) By signing and returning this contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you will comply with such provisions before commencing the Work as required by § 1861 of the California Labor Code.
- **7-4.1.1 Waiver of Subrogation.** The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

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

To the City Supplement, ADD the following:

The City will obtain, at no cost to the Contractor; the following permits:

- a) Building Permit
- b) Engineering Permit

7-8.6 Water Pollution Control. ADD the following:

a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.

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- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.
- c) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

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

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

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

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

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

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

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

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

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.

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c) For the minimum thickness of plates refer to Table 7-10.6(A):

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

Trench Width	Minimum Plate Thickness
10" (0.25 m)	1/2" (13 mm)
1'-11" (0.58 m)	3/4" (19 mm)
2'-7" (0.80 m)	7/8" (22 mm)
3'-5" (1.04 m)	1" (25 mm)
5'-3" (1.6 m)	1 1/4" (32 mm)

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

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

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

- h) The Contractor shall be responsible for maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the City's station 38, or a member of the public of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for the City to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. Failure by the Contractor to comply may result in automatic grounds suspension of permit, Contract, or both.
- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

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

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SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 207 – PIPE

207-17.1 General. ADD the following:

All House Connection Sewer Laterals shall use acceptable stainless steel shielded couplings manufactured by Mission, Fernco or approved equal.

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

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

Boxes and covers to be installed in traffic areas shall have a reinforced polymer concrete frame and cover designed for AASHTO H-20 traffic loading. Boxes and covers to be installed in non-traffic areas shall have reinforced polymer concrete reader lids designed for A-10 traffic loading in accordance with ASTM-C857. Traffic areas are defined as any location in which vehicular traffic is evident or highly likely under normal conditions. Non-traffic areas are locations with no vehicular traffic. Covers shall have a logo reading "PUD WATER" as well as the manufacturer's name or logo cast in the polymer concrete surface. A cover and lid selected at random shall be tested. The cover and lid shall support without failure a total vertical load of at least 1,000 pounds, when supported in a horizontal position in the meter box. The load shall be applied to the center of the lid by a cylindrical pin, 1,952" in diameter, supported on a 2-thick rubber pad.

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

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

SECTION 216 – DETECTABLE WARNING TILES

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

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

- a) The Stainless Steel Cast in Place DWT shall be of 16 gauge Type 304L with an integral micro-texture non-slip surface stamped into the stainless steel plate on the top of the domes and in the field surface between the domes. It shall have an ultra violet stabilized coating.
- b) Vitrified Polymer Composite (VPC) Cast in Place DWT shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the

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truncated domes. VPC Product shall be provided with a 5-year manufacturer written warranty form materials and installation.

c) For others materials and a complete listing of material physical property requirements refer to the City's AML.

PART 3 – CONSTRUCTION METHODS

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-1.11 Payment. ADD the following:

The lump sum price for PCC Retaining Wall shall include full compensation for preparing the subgrade, setting all formwork and grounds, furnishing and placing reinforcement, placing the concrete, finishing surfaces, curing, structure backfill and perforated drainage system as shown on the Plans or in the Specifications.

SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION

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

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

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

306-1.4.8 Televising Sewer Mains and Storm Drains. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD: 306-1.4.8 Televising Sewer Mains, Sewer Laterals, and Storm Drains.

306-1.4.8.1 General. The Contractor in coordination with the Engineer shall televise new sewer mains and storm drains, rehabilitated existing sewer mains when performing parallel replacement to locate existing laterals, and existing sewer pipe segments and laterals after the cleaning process and prior to commencing rehab work. The Contractor shall provide the video records with compressed audio in digital file format on digital video discs (DVD's).

306-1.4.8.2 Submittals. The Contractor shall make several submittals during construction as follows:

a) The Contractor shall provide an initial submittal at the start of televising work demonstrating the typical video and audio quality to be provided for acceptance by the Engineer. This submittal shall note any proposed changes to the specification listed below regarding video format, data processing, compression or other conditions for review and approval by the Engineer.

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- b) When televising existing mains proposed to be replaced, the Contractor shall provide the televising DVD(s) and a red-lined set of Plans showing the location of the existing laterals to the Engineer before constructing the new sewer mains. Service lateral video inspection shall be submitted on a separate DVD.
- c) Post Cleaning Videos prior to rehabilitation of mains The Contractor shall televise the sewer pipe segments after the cleaning process has been completed and prior to commencing rehabilitation work. If point repairs are necessary, the Contractor shall identify the location of the proposed point repairs and submit the post cleaning video within 5 Working Days of completion of the segment cleaning and at least 5 Working Days prior to commencing the rehab work to obtain prior approval by the Engineer. The Engineer will review each video submittal within 10 Working Days of receiving submittal. Each video submittal shall be limited to 20 segments. The post cleaning video for the remainder of the mainline segments shall be submitted in accordance with 2-5.3, "Submittals."
- d) Post Cleaning Videos for rehabilitated laterals or lateral launch videos The Contractor shall televise the lateral segments after the cleaning process has been completed and prior to commencing any work on laterals. The post cleaning video for service lateral launch shall be submitted within 5 Working Days of segment cleaning. The Engineer will review each video submittal within 10 Working Days of receiving each submittal. Each DVD submittal shall be limited to 20 segments. The video inspection shall include inspection of service lateral a minimum of 30' in length from the mainline or up to the property line unless an obstruction is encountered.
- e) If the property line clean-outs are not known to exist, service lateral video may be obtained with camera equipment designed to launch into the service lateral from the mainline or access from the private property with homeowner's permission. Each service lateral shall be identified by the Facility Sequence Number (FSN) of the mainline (when FSN are included in the Contract Documents) and the address of the property which it serves. Failure to comply with these specifications may result in one or more of the following:
 - i. A delay of the review and approval of the submittal(s).
 - ii. Delay in progress payments.
 - iii. Require the Contractor to re-televise the pipelines at no cost to the City.
- f) Final Televising, Post-Rehabilitation Videos and Red-lines New sewer mains shall be inspected by CCTV and recorded on DVD not less than 22 working days after completion of permanent trench restoration and finished grading, but prior to final resurfacing. The Contractor shall review the DVD for any discrepancies or deficiencies in the installation of the pipe or liner. The Contractor shall notify the Engineer at least 30 Working Days in advance of the anticipated date that Acceptance will be requested. If the specified advance notice is not given, Acceptance and bond release may be delayed.
- g) Ten Working Days shall be allowed for the Engineer to review each individual video disc of each and every reach documented on that particular videodisc. In the event that any deficiencies are discovered by the Engineer or City, either by the Contractor's televising or the City's re-televising, 5 Working Days shall be allowed for City to judge whether the deficiencies or sags are repairable, in place. If the judgment is made that the deficiencies are non-repairable in place, the affected portion(s) shall be reconstructed at no cost to the City.

The Contractor shall not be entitled to Contract Time extension due to delays resulting from correcting deficiencies or sags as determined by televised inspections.

i. The City reserves the right to re-televise any new sewer main after the placement of permanent trench restoration and before final acceptance to determine the existence and extent of any foreign material or obstructions such as cement grout, wood, rocks, sand, concrete, or pipe fragments, and any structural deficiencies, or sags precipitated by the permanent trench restoration operations or other items of Work.

Post-rehabilitation videos shall be submitted within 30 days of completion of the Work. The final video recording shall clearly show the condition of the liner with ends sealed at the manholes, service lateral and connection seals. The submittal of this final video recording shall also include MS Access database and marked up Field Book pages or Plans as attachments. Failure to deliver the submittal(s) within the time identified or if a total of more than 20 segments are submitted in a single video may result in one or more of the following:

- 1. A delay of the review and approval of the submittal(s).
- 2. Delay in progress payments.
- 3. Require the Contractor to re-televise the sewer main segments.

306-1.4.8.3 Video Operator Qualifications. The video operator shall have at least 1 year of experience with a project of a similar nature within the last 3 years.

306-1.4.8.4 Equipment for Televising. Camera and lighting quality shall be suitable to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer pipe or storm drain for all conditions encountered during the work. The equipment shall be capable of televising the entire length from manhole to manhole in one direction. When televising storm drains/sewer mains the camera shall be capable of scanning the joints for 360 degrees.

If necessary, the Contractor shall provide a self-propelled camera, capable of extended videotaping lengths and operation in remotely accessed areas without direct vehicular access. The system used to move the camera through the pipe shall not obstruct the camera's view. The remote-reading footage counter device which measures the distance traveled by the camera in the pipe shall be displayed on the television monitor and shall be accurate to plus or minus 1' (0.3 meters) in 1000' (300 meters) (+0.3m:300 meters). The Contractor shall calibrate the measuring device each day with a known distance to the satisfaction of the Engineer prior to starting the inspection and videotaping process.

306-1.4.8.5 Televising Procedures.

- a) The Engineer shall be notified a minimum of 2 Working Days in advance of televising. The entire televising inspection process shall be done in the presence of the Engineer.
- b) The Contractor shall clean the sewer mains prior to televising as necessary to adequately perform the video recording operations.
- c) The camera shall be moved through the sewer at a uniform rate, stopping when necessary to ensure proper documentation of the condition of the sewer line but in no case shall the television camera be pulled at a speed greater than 30' (9 meter) per minute. The camera shall be moved by means of power cable winches or self propelled tractors at each manhole, and rotating the camera head at each lateral connection, defect, or both to allow for adequate

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evaluation. The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a measuring device. Footages shown on the DVD(s) shall coincide with horizontal lengths from stationing as shown on the plans. Footage measurements shall begin at the centerline of the upstream manhole or storm drain access point, unless permission is given by the Engineer to do otherwise. Both pre and post video inspections shall be submitted to the Engineer.

- d) Televising shall be done in one direction for the entire length between manholes. Each section shall be isolated from the remainder of the storm drain or sewer line with the upstream sewage flow bypassed as required. Sufficient water shall be supplied to the isolated section to cause drainage reaching the downstream manhole prior to televising. If existing flows are high, pre-construction video inspection can be done with partial flow. Depth of the flow shall not exceed:
 - i. 6" 10"(150 mm. 250 mm) pipes 20% of the pipe diameter.
 - ii. 12" 24" (0.3 meters 0.6 meters) pipes 25% of the pipe diameter.
 - iii. 27" (0.7 meters) and up pipe 30% of the pipe diameter.
- e) The Contractor shall televise the pipeline with maximum flow diverted from the pipeline. In the event that the existing flow is interfering with the video operation, a bypass shall be performed by the Contractor to lower the flow volume sufficiently to allow for a clear video picture.
- f) Obstructions may be encountered during the course of the internal inspection that prevents the travel of the camera. If an obstruction is not passable, the Contractor shall withdraw the equipment and begin internal inspection from the opposite end of the sewer reach. Should an additional obstruction be encountered after employment of the equipment from the opposite end of the sewer and no means are available for moving the television camera past the obstruction, the Contractor shall notify the Engineer, and the inspection shall be cancelled or postponed until the obstruction is removed. The Contractor shall remove the obstruction by excavation, repair or any other means approved by the Engineer, at no additional cost to the City.

After the obstruction has been removed, the Contractor shall continue with the CCTV inspection. A reverse setup, if necessary, shall be performed by the Contractor at no additional cost to the City. Should the camera get stuck in the sewer, the Contractor shall be responsible for all costs involved in extracting it. Costs related to difficulties encountered during internal television inspection are incidental to the Contract and claims, therefore, will not be considered.

- g) Defects such as offset joints, cracks in the pipe, and inflow shall be pointed out, quantified verbally, and projected on CCTV video disc. The Contractor shall use the standard owner's video disc introduction, abbreviations, log sheet forms, and severity code with legend when recording the line segment information. The Contractor shall notify the Engineer of any additional damage found and obtain prior approval from the Engineer for additional point repairs.
- h) Original DVD shall be submitted to and shall become the property of the City. DVD's will be reviewed by the Engineer for focus, lighting, sound, clarity of view, and technical quality. Videos recorded while a camera has flipped over in the process of traveling and the viewing of laterals, obstructions or defects that are blocked by cables, skids or other equipment will not be accepted. Sharp focus, proper lighting, and clear distortion-free viewing during the

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- camera operations shall be maintained. Failure to maintain these conditions will result in the rejection of the video disc by the Engineer. Video recordings, if unacceptable to the Engineer, shall be repeated at no additional cost to the City.
- i) The City reserves the right to re-televise any reach of the pipeline following the cleaning, pipe installation and rehabilitation activities, but before Acceptance, to determine the existence and extent of any foreign material or obstructions such as cement grout, wood, rocks, sand, concrete, or pieces of pipe, and any structural deficiencies, or sags preventing the completion of the Work.
- j) Final CCTV. The Contractor shall clean the line with high pressure water jetting equipment and a sewer ball prior to performing mandrel, air test or both, or as specified by the Engineer. For the final video inspection, the City will require a dry pipe. During the post-video inspection, the camera shall stop at each lateral connection, focus on the bottom of the opening and then make one slow clockwise observation around the perimeter of the lateral which clearly shows the quality of the connection. If the Contractor fails to properly show and document any of the lateral openings, the Contractor will be required to re-televise that section of pipeline at no additional cost to the City.
- k) The Contractor shall not be entitled to any additional contract time due to delays resulting from the need to correct any deficiencies, either repairable or non-repairable, in place, as determined by televised inspections.

306-1.4.8.6 DVD and Final Report Requirements. The Contractor shall provide all video with audio in digital file format on DVD's. Audio and written documentation shall accompany all DVD(s) submitted to the Engineer.

a) DVD Requirements

- i. One file shall be provided for each manhole to manhole pipe segment or for each manhole to manhole inspection video.
- ii. The filename shall incorporate the unique facility identifier provided by the City and the date of the inspection. The facility identifier numbers will be manhole numbers, with adjacent manhole numbers identifying pipe sections. The facility identifier number(s) shall be compatible with the data input features of the reporting software i.e., number of available input digits, fields, or both.
- iii. DVD recordings shall be in color and in MPEG2 format. The minimum video bit rate shall be 4.7 Mega bits per second (Mbps) and minimum audio bit rate shall be 128 Kilo bits per second (Kbps). Out-of-focus video recording or low quality and blurred pictures due to steam or smudged camera lens, or portions thereof, shall be cause for rejection of the video recording.
- iv. The camera source image capture shall provide a high resolution image with a minimum of 640x480 pixels capture. The video shall be at 30 frames per second.
- v. The video will be captured and compressed so as to reduce file size as much as possible while still meeting the needs of the City. The compression shall be in accordance with MPEG2 format. The video files shall be highly compressed, resulting in an anticipated average file size of maximum 10 MB per minute of video.

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- vi. The compression shall not significantly degrade the still frame quality of the video or audio signal from the original source video, as judged in a side by side viewing under normal viewing conditions.
- vii. During post-installation CCTV inspections, the Contractor shall utilize one of the following video camera systems: a rotating-lens camera (articulating head) or a pan and tilt camera.
- viii. The Contractor shall use a dual recording system and submit post video inspection discs to the inspector, subsequent to recording.
- ix. The Contractor shall ensure visibility and lighting with minimum glare and without any dark or shadowy regions appearing on the final video disc.
- x. The Contractor shall pan and tilt the camera and pause for at least 15 seconds at each lateral connection to adequately show and document that the saddle has been installed properly for new installations and that the lateral opening has been reestablished for rehabilitation and lining in accordance with 500.1.1.7.a, "Miscellaneous."
- xi. The television camera shall produce a continuously-monitored high-quality picture, capable of discerning all major and minor structural defects in the pipeline. The post-installation CCTV inspection will document all defects which may affect the integrity or the strength of the pipeline, such as cracks, roughness, fins, or folds. The Contractor shall repair or replace all defects, at no additional cost to the City, which in the opinion of the Engineer may affect the hydraulic condition of the pipe liner.
- xii. Each DVD submittal shall include the following:

Visuals

- 1. Adequate view of the upstream and downstream manholes or storm drain access points. The direction of the survey upstream or downstream.
- 2. A pause at and zoom in on the lateral connections for at least 15 seconds for identification of the condition of the connection.
- 3. A pause at and zoom in on the indentified defects sufficient for identification of the type of problem.
- 4. Identified fault conditions or defects, see Appendix, when included in the Contract Documents, for Standardized City Condition and Defect Codes.
- 5. Each pipe section shall be identified by FSN, manhole numbers and the street name. If shown on the Plans, station numbers and sheet numbers shall also be identified.
- 6. A continuous read-out of the camera distance from the starting manhole to the end point at all times.
- 7. Pipe size.
- 8. Pipe or liner material, see Appendix, when included in the Contract Documents, for Material Description and Code.

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Audio

- 1. Date of CCTV inspection.
- 2. Confirmation of each section to be CCTV inspected i.e., narrative of manholes, storm access points or station numbers, or FSN's and direction upstream or downstream.
- 3. Description of pipe size lined on post and final videos, material liner type for post and final videos and pipe joint length.
- 4. Description and location of each defect.
- 5. Description and location of each service connection.
- 6. Include brief but informative comments on data of significance, including, but not limited to, the locations of unusual conditions, type and size of connection, collapsed section, the presence of scale and corrosion, and other discernible features.

Written Documentation

- 1. Date of CCTV inspection.
- 2. Printed labels on DVD number, location information, date of inspection, and other descriptive information.
- 3. Location, size, material, and length of pipe.
- 4. Direction of flow and measurement "From" manhole or storm drain access point or station number "To" manhole or storm drain access point or station number or FSN.
- 5. File numbers itemizing individual segments.
- 6. Sketch showing the street and cross streets where the CCTV inspection was made.
- 7. Description and location of each defect or deficiency and a list of all proposed repairs.
- 8. Description and location of each connection.
- 9. A menu which lists files for each pipe section to be inspected and the date of the inspection.

b) Final CCTV inspection reports

- i. The Contractor shall provide reports of final inspection results of pipeline televising and conditional assessments utilizing a MS Access database reporting software.
- ii. This information shall be in tabular form, and include but not be limited to the following information: pipeline run from upstream to downstream manhole, location

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of defects in feet from upstream manhole, description of the defect, and other pertinent information. The reports shall also show all service lateral connection locations. The inspection reports shall incorporate and utilize a standardized City's rating system to be provided for comprehensive evaluation of pipeline, manhole condition, or both, i.e., a standardized listing of facility condition and defect codes. Pipe condition and fault information tied to pipe location shall also be recorded in the Report.

- iii. The file naming convention for video files consists of 32 characters, including the extension. The structure includes the following: "(field book page start)-(manhole ID start)-(field book page end)-(manhole ID end)-(hhddmmyy).wmv" where the field book pages and manholes IDs are 4 characters in length and hhddmmyy signifies the hour, day, month and year of the inspection, respectively. An example filename may be "F18S-0045-F18S-0046-14150604.wmv".
- iv. See Appendix, when included in the Contract Documents, for televising inspection pipe database structure, table formats and standardized city condition, defect codes and digital video filename. Final reports shall follow these requirements.

306-1.4.8.7 Tolerances.

- a) For underground sewer or storm drain conduit installations, the maximum operational tolerance for sag shall be 1/2". When televised inspection is used to check for sag, a calibrated 1/4" diameter steel bar, mounted in front of the camera, shall be used to measure the depth of sag.
- b) For rehab work, tolerances shall be in accordance with 500-1.4.9, "DEFECT TOLERANCES".
- c) If the Engineer determines that the deficiencies or sags are non-repairable in place, the affected portion(s) shall be reconstructed in accordance with 6-8, "COMPLETION, ACCEPTANCE, AND WARRANTY."

306-1.4.8.8 Payment. The payment for cleaning and televising sewer mains or laterals and storm drains shall be included in the unit price Bid items for cleaning and televising sewer mains and storm drains, televising sewer mains for final acceptance, or lateral launch videos. If a Bid item has not been provided, the payment shall be included in the payment for the proposed pipe.

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

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

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

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

ADD the following:

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

306-1.7 House Connection Sewer (Laterals) and Cleanouts. To the City Supplement, 2nd paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Laterals shall be replaced and shall include a cleanout at property line. Lateral connections at the property line shall be made with stainless steel shielded couplings. The Plans show the approximate location of the laterals. Connections at the main shall be made using a "wye" cut-in. Saddle connections shall not be permitted.

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

- a) The Contractor shall notify the Engineer immediately if sewer and water pipes, whether existing or proposed, are found to be closer than 4' horizontally or 1' vertically.
- b) When a proposed water main is installed above an existing sewer main, no connection joints shall be within 8' outside the sewer main crossing on both sides.
- c) When a proposed water main is installed below an existing sewer main, no connection joints shall be within 10' of the sewer main crossing on both sides.
- d) When a proposed sewer main is installed above an existing water main, no connection joints shall be within 10' outside the water main crossing on both sides.

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- e) When a proposed sewer main is installed below an existing water main, no connection joints shall be within 4' outside the water main crossing on both sides.
- f) Dimensions shall be measured from outside pipe wall to outside pipe wall.
- g) If 1' vertical separation cannot be maintained between proposed and existing utilities, 6" 11" sand cushion per 200-1.5, "Sand" and 1" neoprene pad shall be installed as shown on Plans. The neoprene pad shall be 1" thick and wide enough to extend a minimum of 6" horizontally beyond the outside pipe wall. Neoprene pads shall have hardness between 50-70 durometers, as manufactured by Hoffmeyer Company, Industrial Rubber Supply, or approved equal. The neoprene pad shall be installed immediately below or on top of the existing utility. The sand cushion shall be placed between the neoprene pad and the proposed pipe.

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

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

ADD: 306-14 WATER SERVICES. Each service shall have its own meter unless specified otherwise on the Plans. Water Services shall conform to 207-25, "POLYVINYL CHLORIDE (PVC) PRESSURE PIPE" and 207-26, "PIPE APPURTENANCES."

ADD: PART 8 – ENVIRONMENTAL WORKS

SECTION 804 – SEWAGE SPILL PREVENTION

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

804-1 GENERAL.

The Contractor shall observe and comply with the City's policy of zero spills. The Contractor shall be liable for all damages and fines associated with sewage spills caused by improper support or damage to the existing sewer facilities.

The Contractor shall designate a person responsible for the development and enforcement of the Sewage Spill Response Plan, and for ensuring sewer spills are minimized to the maximum extent possible. The Contractor shall provide a status of all bypass related work at biweekly progress meetings as requested by the City.

804-2 SEWAGE SPILL PREVENTION AND RESPONSE PLAN.

Prior to the start of construction, the Contractor shall develop and submit to the Engineer, for review and approval, a written Sewage Spill Prevention and Response Plan. The plan shall include sewage spill response plan, spill containment and cleanup plan, staging area, and sewage bypass and pumping plan.

The Sewage Spill Prevention and Response Plan shall be developed to respond to any construction related sewage spill(s). The plan shall include:

a) Identifying all nearby environmentally-sensitive areas such as waterways, channels, catch basins and entrances to existing underground storm drains.

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- b) Making arrangements for an emergency response unit, stationed at or near the Site, comprised of emergency response equipment and trained personnel to be immediately dispatched in the event of a sewage spill(s). This includes field biologists, archaeologists, or both if in an environmentally-sensitive area such as a canyon.
- c) Developing an emergency notification procedure that includes an emergency response team with telephone numbers and arrangements for backup personnel and equipment. The emergency response unit shall be able to dispatch to the Site 24 hours a day 7 days a week including weekends and holidays. The Contractor shall designate primary and secondary representatives, their respective phone numbers, pager numbers, and mobile phone numbers. These Contractor's representatives shall be accessible and available at all times to respond immediately to any sewer spill event.
- d) Identifying any property owners who may be affected e.g., the City Park and Recreation Department.

At the pre-construction meeting the Contractor will be provided with a list of the City representatives to contact in case of sewage spill(s). In case of a sewage spill(s), the Contractor shall immediately call the Sewage Spill Hotline number at (619) 527-5481 and shall act immediately without instructions from the City, to control the spill and take all appropriate steps to contain it in accordance with the Sewage Spill Prevention and Response Plan and 804-2.1, "Sewage Bypass and Pumping Plan." The Contractor shall immediately notify the City representatives of the spill and shall report Project name, location, Contractor name, Project Engineer, and Engineer names.

The Contractor shall, within 3 Working Days from the occurrence of the spill, submit to the Engineer a written report describing the following information related to the spill: the location; the nature and estimated volume; the date and time; the duration; the cause; the type of remedial and/or clean up measures taken (including erosion control measures) and the date and time of implementation; the corrective and/or preventive actions taken to avoid further spills; equipment used in spill response; and the environmentally-sensitive habitat such as a water body, if any, impacted and results of any necessary monitoring. The Contractor shall provide a list of who from the City was notified, date and time of notification, date and time the Contractor was notified of the spill, date and time the Contractor arrived on Site.

The Engineer may institute further corrective actions, as deemed necessary, to fully comply with existing laws, ordinances, codes, order or other pertinent regulations. In addition to any penalties provided by federal, state, and local laws, the Contractor shall be responsible for all costs incurred for the corrective actions including mitigation measures (habitat restoration, etc.) and obtaining after-the-fact permits if necessary, in environmentally sensitive areas. These permits include but are not limited to those from the City Planning Department Development Services, California Coastal Commission, U.S. Army Corps of Engineers and the California Department of Fish and Game.

It shall be the Contractor's responsibility to assure that all field forces, including Subcontractors, know and obey all safety and emergency procedures, including the Sewage Spill Prevention and Response Plan applicable to the work, to be maintained and followed at the Site. If in an environmentally sensitive area, such as canyon, stream, or lagoon, impacts shall be minimized. Crews shall be aware at the start of the job of any sensitive environmental habitats, breeding season restrictions, etc.

The Contractor shall prevent spills when working on sewer lines, such as when making temporary connection, when connecting new lines into the sewer system, ensuring no laterals are connected to mains being abandoned, ensuring diversions are appropriately installed, and diversions are completely

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removed when finished so there are no blockages. The Contractor shall not trap debris and discharge rock or debris downstream. Avoidance of streams is paramount unless authorized via permits.

The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from any sewage spill caused or claimed to be caused by the Contractor's action or failure to take measures to prevent a spill. **The Contractor shall be responsible for payment of any fines assessed against the City for such sewage spills.** The Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active or sole negligence or willful misconduct of the City, its agents, officers or employees.

The Contractor shall obtain and maintain an additional insurance coverage for Pollution Liability with its limits and requirements as set forth in 7-3.5.3, "Contractors Pollution Liability Insurance Endorsements." The limits and requirements for Pollution Liability shall be in an amount sufficient to cover potential losses from sudden and accidental pollution. Unless otherwise provided for in the Bid Proposal, all costs associated with the requirements for Sewage Spill Prevention and Response Plan, including additional insurance, shall be included in the prices for other related Bid items.

804-2.1 Sewage Bypass and Pumping Plan. The Contractor shall submit to the Engineer for approval, a Sewage Bypass and Pumping Plan at least 15 Working Days prior to implementation of flow diversion in compliance with the City's policy of "ZERO SPILLS." The Sewage Bypass and Pumping Plan shall indicate the sequence of diversion operations, all other operations the Contractor will establish to maintain wastewater service during the construction period, and a quality assurance and quality control plan for the diversion Work. The Sewage Bypass and Pumping Plan shall include an emergency response plan indicating the procedures, equipment, and activities that will be implemented in the event of an emergency shutdown or failure of the flow diversion equipment used for construction. The Contractor shall be responsible for implementation of the emergency plan in accordance with 804-2 "Sewage Spill Prevention and Response Plan".

The Contractor's Sewage Bypass and Pumping Plan shall be reviewed and approved by the Wastewater Collection Division of the City before flow can be diverted. No deviation from the approved Sewage Bypass and Pumping Plan will be allowed without prior approval from the Engineer.

The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders, and regulations which in any manner affect the conduct of the work, specifically as it relates to sewage spills. The Contractor shall be fully responsible for preventing sewage spill(s), containing any sewage spill(s), recovery and legal disposal of any spilled sewage, any fines, penalties, claims and liability arising from negligently causing a sewage spill(s), and any violation of any law, ordinance, code, order, or regulation as a result of the spill(s).

The Contractor shall exercise care not to damage existing public and private improvements, interrupt existing services or facility operations which may cause a sewage spill(s). Any reasonably anticipated utility or improvement which is damaged by the Contractor shall be immediately repaired at the expense of the Contractor. In the event that the Contractor damages an existing utility or interrupts an existing service, which causes a sewage spill(s), the Contractor shall immediately call the emergency number at (619) 515-3525.

The Contractor shall exercise care not to damage any sensitive habitats or historic resources unless authorized via the discretionary permit and Mitigation, Monitoring and Reporting Program approved by the City.

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The Contractor shall provide all facilities, labor, power, and appurtenances necessary to divert wastewater flows as necessary to allow proper installation of the pipeline and/or manhole linings.

The Contractor shall submit as part of their Sewage Bypass and Pumping Plan their monitoring procedure and frequency and shall continuously monitor the flow levels downstream and upstream of the flow diversion to detect any possible failure that may cause a sewage backup and spill(s). The Contractor shall maintain a log of the monitoring and provide daily copies to the Engineer in a manner acceptable to the Engineer.

The Contractor shall inspect and maintain the diversion system daily, including the back-up system. The Contractor shall submit with their Sewage Bypass and Pumping Plan their maintenance procedures and frequency. The Contractor shall maintain a log of all inspection, maintenance and repair records, and provide copies to the Engineer upon request in a manner acceptable to the Engineer.

The Contractor shall size the flow diversion system to handle the peak flow and shall include a 100% backup in the flow diversion system. The Contractor shall provide temporary means to maintain and handle the sewage flow in the existing system as required to complete the necessary construction. The Contractor shall utilize the flow diversion system to mitigate any additional wet weather flows, perform the necessary maintenance and repairs on the flow diversion system, and exercise and ensure the operation of the backup system. Each pump, including the backup pumps, shall be a complete unit with its own suction and discharge piping. The Contractor shall operate the backup flow diversion system for a minimum of 25% of the total diversion time on a weekly basis. The backup flow diversion system shall be fully installed, operational, and ready for immediate use. The diversion system shall be hydraulically tested with clean water prior to wastewater flow diversion. The Contractor shall demonstrate to the satisfaction of the Engineer that both the primary and backup flow diversion systems are fully functional and adequate, and shall certify the same, in writing, to the Engineer in a manner acceptable to the Engineer.

The Contractor shall provide one dedicated fuel tank for every single pump or generator, if fuel or generator driven pumps are used. The Contractor shall provide an emergency standby power generator, if electric power driven pumps are used. The Contractor shall provide a fuel level indicator outside each fuel tank. The Contractor shall continuously (while in use) monitor the fuel level in the tanks and ensure that the fuel level does not drop below a level equivalent of two hours of continuous flow diversion system operation. The Contractor shall take the necessary measures to ensure the fuel supply is protected against contamination. This includes but is not limited to fuel line water traps, fuel line filters, and protecting fuel stores from precipitation. The Contractor shall monitor all hoses and repair leaks immediately.

804-2.2 Payment Unless a Bid item has been provided, full compensation for the Sewage Bypass and Pumping Plan, its implementation e.g., labor, facilities, equipments, power, appurtenances and incidental, shall be included in the payment for sewer main.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

APPENDIX A

Sample City Invoice

City of	San Diego, Field Engineering Div.	., 9485 Aero	Drive, S	SD CA 92123		Contracto	or's Name:	:			
Project Name:					Contractor's Address:						
	o. (WBS/IO/CC):										
	rchase Order No. :					Contracto	or's Phone	#•		Invoice No.	
Resident Engineer (RE): Contractor's Fax #:							Invoice Date:				
RE Pho	one#:	RE Fax#:	G ,			Contact N		TILL E	Billing Po		B /
Item #	Item Description	Unit		ct Authorizati Price	Extension Extension	%/QTY	Estimate	% / QTY	stimate	Totals t	
1	2 Parallel 4" PVC C900	LF	Qty 1,380	\$34.00	\$46,920.00	%/Q11	Amount	% / Q1 Y	Amount	% / Q1 Y	Amount
	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
	2 Parallel 12" Secondary Steel	LF	1,120	\$1,000.00	\$500,000.00						
3	21 drainer 12 Becomdary Steer	LI	1,120	ψ33.00	\$37,300.00						
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						
-	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10		\$2,920.00						
9	4" Blow Off Valves	EA	2		\$19,600.00						
	Bonds	LS	1	\$16,000.00	\$19,000.00						
	Field Orders	AL	1	80,000	\$80,000.00						
	Field Order 1	LS	5,500	\$1.00							
11.1	Field Order 1 Field Order 2	LS	7,500	\$1.00	\$5,500.00						
11.2				·	\$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										
	e Order 1	4,890									
Items 1					\$11,250.00						
	Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)						
	e Order 2	160,480									
Items 1					\$95,000.00						
	Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)						
	Encrease bid Item 9	LF	8	\$9,800.00	\$78,400.00						
	e Order 3 (Close Out)	-121,500	50	500.00	(02/ 500 00)						
	Deduct Bid Item 3 Deduct Bid Item 4	LS	53 -1	-500.00 45,000.00	(\$26,500.00) (\$45,000.00)			-			
Item 2		LO	- <u>1</u>	-50,500.00	(\$50,500.00)			 			
Ttems 3	- ,		1	-30,300.00	(020,200.00)			Total			
\$	SUMMARY							This	\$ -	Total Billed	\$0.00
A. Orig	ginal Contract Amount						Ret	ention and	d/or Escro	ow Payment Sche	dule
B. App	roved Change Order 1 Thru 3						Total Rete	ntion Requ	ired as of	this billing	
C. Total Authorized Amount (A+B)										PO or in Escrow	
	al Billed to Date									Transfer in Escrow	:
-	Total Retention (5% of D)									rom PO/Escrow:	-
	Total Previous Payments						Anii to Ke	icase to CC	muacioi II	ioni FO/Esciow:	
	·					Contract	or Signatur	re and Das	to.		
	ment Due Less Retention					Contracto	or Signatui I	e and Dai	ic:	1	
п. кеп	naining Authorized Amount	1				l	l .	<u> </u>		L	

APPENDIX B

Materials Typically Accepted by Certificate of Compliance

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX C

Hazardous Labels/Forms

INCIDENT/RELEASE ASSESSMENT FORM 1

If you have an emergency, Call 911

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

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

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

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

If in doubt, report the release.

5-02-08

^{*}Call 911 in an emergency*

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DES	SCRIPTION		Incident #	
Date/Time Discovered	Date/Time Discharge	,]	Discharge Stopped Yes N	No
Incident Date / Time:	<u> </u>	<u> </u>	<u> </u>	
Incident Business / Site Name:				
Incident Address:				
Other Locators (Bldg, Room, Oil Field,				
Please describe the incident and indicate	specific causes and are	a affected. Pho	tos Attached?: \square Yes \square N	lo
Indicate actions to be taken to prevent si	milar ralaggas from agai	urring in the futu	THE STATE OF THE S	
indicate actions to be taken to prevent si	illiai feleases from occi	urring in the rutt	пс.	
2. ADMINISTRATIVE INFORMAT	ΓΙΟΝ			
Supervisor in charge at time of incident:			Phone:	
Contact Person:			Phone:	
3. CHEMICAL INFORMATION Chemical				
		Quantity	GAL LBS I	FT³
Chemical		Quantity	\square GAL \square LBS \square I	FT3
Chemical		Quantity	\square GAL \square LBS \square H	FT³
Clean-Up Procedures & Timeline:				
Completed By:		Phone:		
Print Name:		Title:		

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

	Α	BUSINESS NAME FACILITY EMERGENCY CONTACT & PHONE NUMBER
	В	INCIDENT MO DAY YR OES OES OES OUTFIED OUTF
	C	INCIDENT ADDRESS LOCATION CITY/COMMUNITY COUNTY ZIP
		CHEMICAL OR TRADE NAME (print or type) CAS Number
	П	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A CHECK IF RELEASE REQUIRES NOTIFI - CATION UNDER 42 U.S.C. Section 9603 (a)
		PHYSICAL STATE CONTAINED PHYSICAL STATE RELEASED QUANTITY RELEASED SOLID LIQUID GAS
		ENVIRONMENTAL CONTAMINATION TIME OF RELEASE DURATION OF RELEASE —DAYS —HOURS—MINUTES
		ACTIONS TAKEN
	E	
Ļ	_	
		KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information) ACUTE OR IMMEDIATE (explain)
	F	CHRONIC OR DELAYED (explain)
Ļ		NOTKNOWN (explain)
		ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS
	١	
	7	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)
	H	
	ı	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information sub mitted and believe the sub mitted information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type)
		SIGNATURE OF REPORTING FACILITY REPRESENTATIVE DATE:

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

City of San Diego

ADDENDUM "A"

FOR



MBC VACTOR TRUCK OFF LOADING FACILITY PROJECT

BID NO.:	L-12-5474-DBB-2-A	
SAP NO. (WBS/IO/CC):	30001780	
CLIENT DEPARTMENT:	2011	
COUNCIL DISTRICT:	7	
PROJECT TYPE:	JA	

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

Professional Engineer or Licensed Architect

Seal:



For which proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California, until 1:30 PM on May 30, 2012.

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

- Q1. Will the City provide Special Testing?
- A1. The Contractor shall be responsible for the Special Testing per Plans and Specifications. The City will provide sub-grade compaction testing and concrete sampling.
- Q2. Who will provide the anchor bolts?
- A2. The City will provide the anchor bolts, nuts, washers, and setting templates from Pascal Steel Corp.
- Q3. Is the City providing all the surveying for this job?
- A3. The City will provide surveying for construction staking/rough/finish cut and fill/volume.
- Q4. Do the gate valves need to be actual sewer gate valves made to cut through solids as they are turned off or can they be valves for liquid only?
- A4. The gate valves shall be 8" Resilient Wedge Gate Valves with PVC Ends (Series 2500) by AMERICAN the right way or equal. The gate valves shall be fusion-bonded epoxy coating (3M "Scotchkote" #134 or equivalent) inside and out with a 12 mil. minimum thickness.

C. VOLUME 2

BIDDING DOCUMENTS

1. To PROPOSAL (BID) pages 10 through 13, **DELETE** in their entirety and **SUBSTITUTE** with pages 3 of 8 through 6 of 8 of this Addendum.

D. PLANS

- 1. To DRAWING SHEET NUMBER 35536-5-D, **DELETE** in its entirety and **REPLACE** with page 7 of 8 of this Addendum.
- 2. To DRAWING SHEET NUMBER 35536-7-D, the Pad Footing Detail was approved by Development Services Department; therefore, the hand written notes were removed, **DELETE** and **REPLACE** with page 8 of 8 of this Addendum.

Tony Heinrichs, Director Public Works Department

Dated: May 18, 2012

San Diego, California

TH/bd/cg/ls

BIDDING DOCUMENTS

PROPOSAL (BID)

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

Item	Quantity Unit NAICS Payment Reference Description		Unit Price	Extension						
	BASE BID									
1	1	LS	237310	9-3.4	Mobilization		\$			
2	1	LS	237310	300-1.4	Remove Curb, Gutter and Sidewalk (@ Proposed Driveways)		\$			
3	1	LS	237310	9-3.1	Relocation of Existing Utilities		\$			
4	585	CY	237310	300-4.9	Excavate and Fill (Unclassified)	\$	\$			
5	210	CY	237310	301-2.4	Crushed Aggregate Base	\$	\$			
6	80	CY	237310	302-6.8	Reinforced Concrete Pavement (560-C-3250)	\$	\$			
7	43	CY	237310	303-5.9	Commercial Concrete Driveway	\$	\$			
8	1	LS	237310	9-3.1	PCC Trench Drain (Min. 3500 psi @ 28 days)		\$			
9	1	LS	238140	303-1.11	PCC Retaining Wall #1		\$			
10	1	LS	238140	303-1.11	PCC Retaining Wall #2 & #3		\$			
11	4	EA	237110	9-3.1	Drop Inlets (24"x24" I.D.) with Heavy Loading Frames (H-20 Traffic Rated)	\$	\$			
12	1	EA	237110	306-1.6	3 -Inch Sidewalk Underdrain	\$	\$			
13	20	LF	237310	303-5.9	Remove and Replace Curb and Gutter	\$	\$			
14	20	SF	237310	303-5.9	Remove and Replace Sidewalk	\$	\$			

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
15	1	LS	238110	303-1.11	PCC 4 Column Footings (for Steel Canopy) Min. 3,500 psi @ 28 Days		\$
16	4862	SF	237310	302-5.9	Asphalt Concrete Pavement (7" Thick)	\$	\$
17	475	LF	237310	302-5.9	Asphalt Concrete Curb	\$	\$
18	65	LF	237310	302-5.9	Dikes - Asphalt Concrete	\$	\$
19	2	EA	238140	9-3.1	Rubber Bumps (for Bins) Min. 6" Wide & Thick (Bin's Stops) Anchored on Retaining Wall #1	\$	\$
20	2	EA	238140	9-3.1	Bin 22-footer (22'Lx4'Hx8'W) with Retractable Protective/Tarp Cover	\$	\$
21	200	LF	237110	306-1.7.1	4" PVC Sewer Lateral	\$	\$
22	40	LF	237110	306-1.7.1	6" PVC Sewer Lateral	\$	\$
23	40	LF	237110	306-1.6	8" SDR-35 PVC Sewer Main	\$	\$
24	40	LF	237110	306.16	8" SDR-26 PVC Sewer Main	\$	\$
25	2	EA	237110	306-1.6	8" Resilient Wedge Gate Valves with PVC Ends (Series 2500) - with Extended Stem, Valve Key, Gate Well, and Cap	\$	\$
26	2	EA	237110	306-1.6	8" PVC Sewer Main Cleanout	\$	\$
27	1	EA	237110	306-1.8.6	Sewer Manhole 4' x3' & Installation	\$	\$
28	1	LS	237110	306-1.1.6	Trench Shoring		\$
29	1	LS	237110	306-14.1	Recycled Water Service Connection to Hose Bib Station (1" PVC to 1"PVC, include Meter and Regulator Boxes) (Wet Tapping by City of San Diego)		\$
30	1	EA	237110	306-14.1	1" Water Meter	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
31	1	EA	237110	306-1.6	1" Water Pressure Regulator (Brass, Min. 300 psi Rated)	\$	\$
32	2	EA	237110	9-3.1	Recycled Water Hose Bib Stations	\$	\$
33	2	EA	237310	9-3.1	Recycled Water Signage	\$	\$
34	1	LS	541330	801-9.4	Water Pollution Control Program Development		\$
35	1	LS	237990	801-9.4	Water Pollution Control Program Implementation		\$
36	1	AL		9-3.5	Field Orders		\$32,000.00
	ESTIMATED TOTAL BASE BID						

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

List the Addenda received and being acknowledged:

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

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

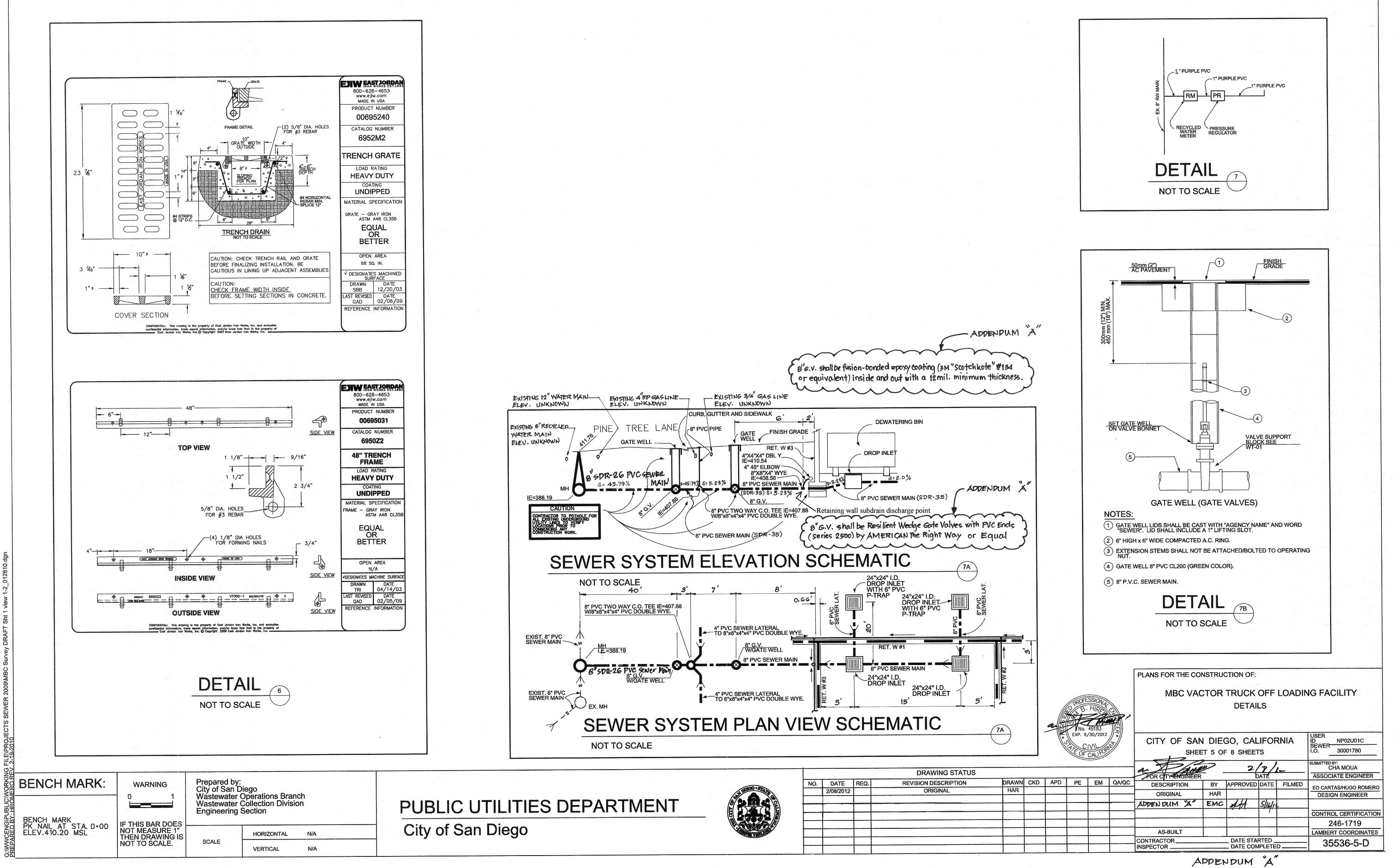
IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name

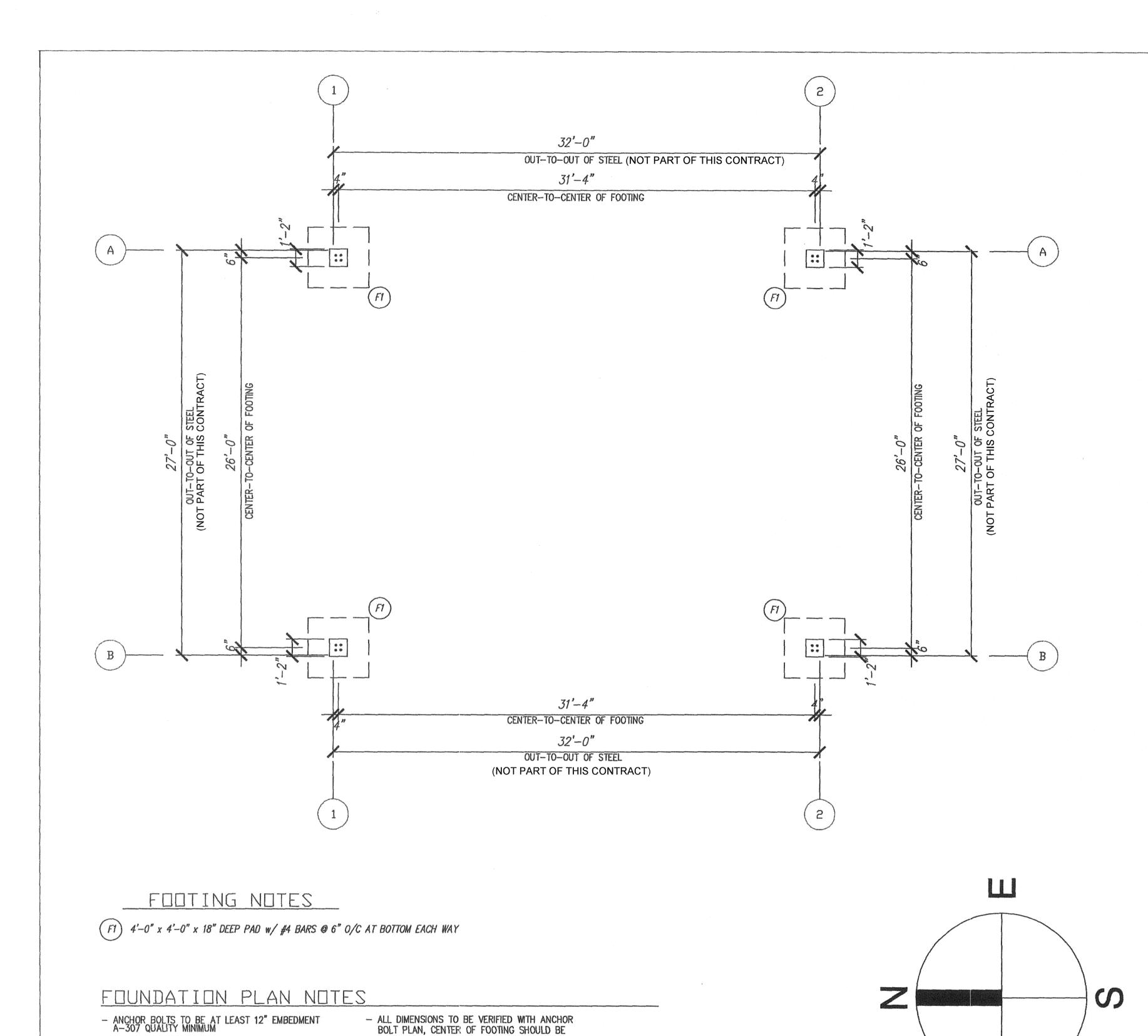
of firm, also names o	f all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.
Bidder:	
G: t	

NOTES:

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

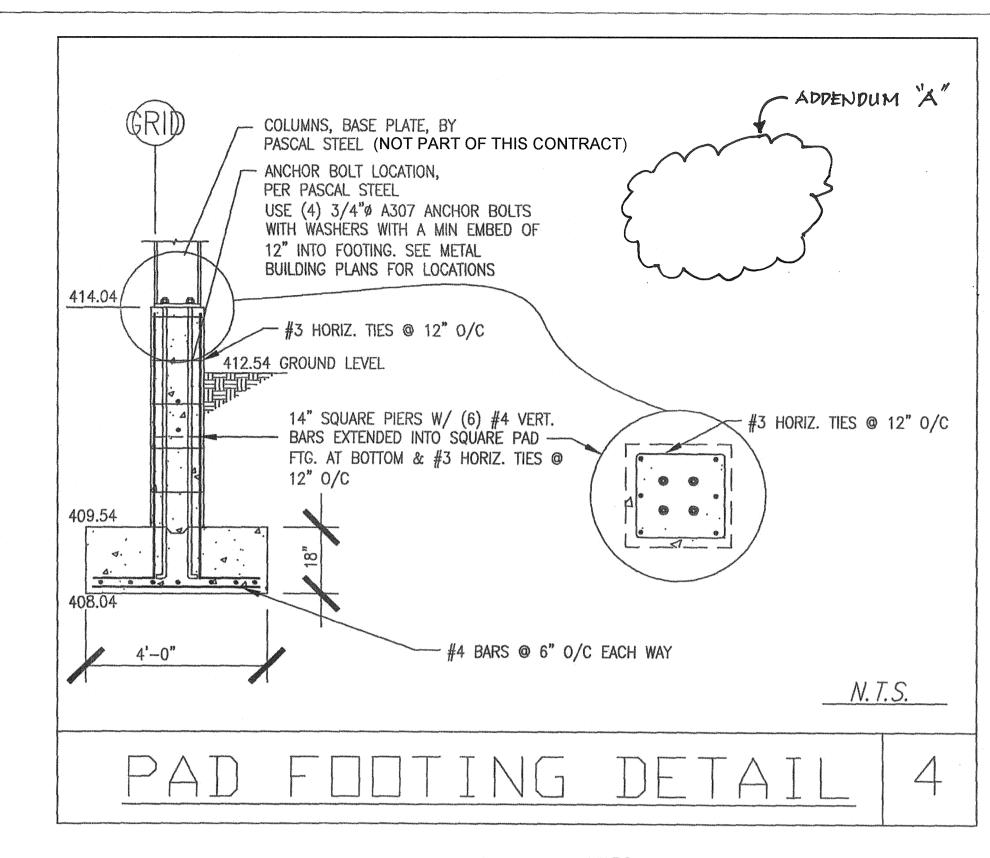






AT CENTER OF ANCHOR BOLT ASSEMBLY.

- CONCRETE SLAB & FOOTINGS TO BE POURED MONOLITHICALLY TWO-POUR SCHEMES TO BE DISCUSSED WITH ENGINEER BEFORE



GENERAL NOTES

- 1. CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS WITH ARCH. DRAWINGS. REPORT ANY DISCREPANCIES TO STRUCTURAL ENGINEER PRIOR TO PROCEEDING WITH WORK.
- 2. STRUCTURAL SYSTEMS AND COMPONENTS DESIGN SHALL FOLLOW 2011 CBC.
- 3. CONTRACTOR RESPONSIBLE FOR ADEQUATE BRACING OF STRUCTURAL MEMBERS, WALLS, AND NON-STRUCTURAL ITEMS DURING CONSTRUCTION.
- 4. BUILDING DESIGNED FOR LIVE LOADS PER PASCAL STEEL PLANS.

REINFORCED CONCRETE

- 1. STRUCTURAL CONCRETE SHALL CONFORM TO ACI 301 AND SHALL HAVE 3500 PSI COMPRESSIVE STRENGTH(MINIMUM) IN 28 DAYS.
- 1A. MINIMUM ALLOWABLE SOIL BEARING PRESSURE IS 1000 PSF PER 2011 CBC
- 2. AGGREGATES SHALL BE CLEAN AND WELL-GRADED MAXIMUM SIZE 3/4". CONCRETE COMPRESSIVE TESTS SHALL CONFORM TO ASTM C39.
- 3. USE ASTM A-615 GR. 60 FOR ALL REINFINFORCING STEEL. LAP CONTINUOUS REINFORCING 48 BAR DIAMETERS MINIMUM. LAP BOTTOM STEEL OVER SUPPORT AND TOP STEEL MIDSPAN UNLESS OTHERWISE SPECIFIED. HOOK DISCONTINUOUS ENDS OF ALL TOP BARS. USE 1" COVER OVER REINFORCING EXCEPT AS FOLLOWS: SIDES

FOOTINGS

KRIS COLLINS ENGINEERING

57492 29 PALMS HWY., STE. 'A'
YUCCA VALLEY, CA. 92284
(760) 365-2444
(760) 365-2423 FAX KICOLLINS@VERIZON.NET



PLANS FOR THE CONSTRUCTION OF:

MBC VACTOR TRUCK OFF LOADING FACILITY STEEL CANOPY CONCRETE COLUMN FOOTING PLAN AND DETAIL

USER NP02U01C CITY OF SAN DIEGO, CALIFORNIA SEWER 30001780 SHEET 7 OF 8 SHEETS CHA MOUA DRAWN CKD APD PE EM QA/QC DESCRIPTION APPROVED DATE KRIS COLLINS, PE ORIGINAL DESIGN ENGINEER EMC SHE SHOW APDENDUM "A" CONTROL CERTIFICATION 246-1719 AS-BUILT LAMBERT COORDINATES 35536 - 7 - D

PUBLIC UTILITIES DEPARTMEN

City of San Diego

NO. DATE REQ. 1 5/27/2011 2 6/15/2011 3 6/22/2011

ADDENDUM "A"

DATE COMPLETED

KIC

DRAWING STATUS

REVISION DESCRIPTION

DETAIL REVISIONS

DETAIL REVISIONS

DELETE SLAB / ADD PIERS | KIC

May 18, 2012 - MBC Vactor Truck Off Loading Facility Project

SEE ANCHOR BOLT PLAN FOR LOCATION AND SIZE OF REQUIRED ANCHOR BOLTS AND DOOR LOCATIONS.

- VERIFY ANCHOR BOLT SIZE AND LAYOUT DIMENSIONS WITH PASCAL STEEL PLANS

SCALE

Prepared by: City of San Diego Wastewater Operations Branch Wastewater Collection Division Engineering Section

1/4" = 1'-0"

1/4" = 1'-0"

City of San Diego

CONTRACTOR'S NAME: ACE EXCAJATING 3 ENVIRONMENTAL

ADDRESS: 1020 Green Eveld Dr. El Cardo, CA 92021

TELEPHONE NO.: 619 441 4900 FAX NO.: 619 441 4901

CITY CONTACT: CHA MOUA, 9150 TOPAZ WAY, MS 902, SAN DIEGO, CA 92123-1119

CMOUA@sandiego.gov, Phone No.: 858-654-4497, Fax No.: 858-654-4424

CONTRACT DOCUMENTS

FOR



MBC VACTOR TRUCK OFF LOADING FACILITY PROJECT

VOLUME 2 OF 2

BID NO.:	L-12-5474-DBB-2-A	
SAP NO. (WBS/IO/CC):	30001780	
CLIENT DEPARTMENT:	2011	
COUNCIL DISTRICT:	7	
PROJECT TYPE:	JA	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- > COMPETITION RESTRICTED TO: SLBE-ELBE.

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO INVITATION TO BIDS FOR TIME, DATE, AND LOCATION

TABLE OF CONTENTS

Volume 2 - Bidding Documents

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

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

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HER	Œ:
(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 Facsing	mile No.
IF A PARTNERSHIP, SIGN HERE:	
(1) Name under which business is conducted	
(2) Name of each member of partnership [indicate character (limited):	r of each partner, general or special

	BIDDING DOCUMENTS
(3)	Signature (Note: Signature must be made by a general partner)
	Full Name and Character of partner
(4) (5)	Place of Business (Street & Number) Zin Code
(6)	City and State Zip Code Telephone No Facsimile No
TIE A C	ADDADATION SICNUEDE.
-	Name under which business is conducted Ace Excavating 3 Environments
	\sim
(2)	Signature, with official title of officer authorized to sign for the corporation:
	EM MUN
	(Signature)
	Printed Name)
	(Frinted Name)
	(Title of Officer)
	(Impress Corporate Seal Here
	Incorporated under the laws of the State of
(4) (5)	Place of Business (Street & Number) 1030 Chreenfield Dr. City and State V Cum CA Zip Code 92021
	Telephone No. 619 441 - 4900 Facsimile No. 619 441 - 4901
THE F	OLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:
	rdance with the "INVITATION TO BIDS", the bidder holds a California State Contractor's for the following classification(s) to perform the work described in these specifications:
LICEN	se classification $lack$
LICEN	SE NO. 704463 EXPIRES 3-31 ,2013
	cense classification must also be shown on the front of the bid envelope. Failure to show classification on the bid envelope may cause return of the bid unopened.

E-Mail Address: evy Q aco, Sacox Mg. 1. Com

TAX IDENTIFICATION NUMBER (TIN): _

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature EMMWISK Title Vc

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 2971 DAY OF MAY ,2012.

Notary Public in and for the County of SAN DIGO, State of CALIFORN TO

ARIAL SEAL)
SIOUX SWART
COMM. #1894749
NOTARY PUBLIC • CALIFORNIA BY
SAN DIEGO COUNTY
Commission Expires Jul 5, 2014

BID BOND

KNOW ALL MEN BY THESE PRESENTS,		
That Ace Excavating and Environmental	Services, Inc.	as Principal, and
Allegheny Casualty Company		as Surety, are
held and firmly bound unto The City of San Diego he	ereinafter called "OWNER	
10% OF THE TOTAL BID AMOUNT for the payme	nt of which sum, well and	truly to be made,
we bind ourselves, our heirs, executors, administrators, s	uccessors, and assigns, join	ntly and severally,
firmly by these presents.		
WHEREAS, said Principal has submitted a Bid to said	OWNER to perform the	WORK required
under the bidding schedule(s) of the OWNER's Contract		•
MBC Vactor Truck Off Loading Facil	.ity	
	**************************************	<u></u>
NOW THEREFORE, if said Principal is awarded a con		
and in the manner required in the "Invitation to Bids" en		
agreement bound with said Contract Documents, furnish furnishes the required Performance Bond and Payment		
void, otherwise it shall remain in full force and effect. In		
said OWNER and OWNER prevails, said Surety shall pa	•	OWNER in such
suit, including a reasonable attorney's fee to be fixed by the	ne court.	
SIGNED AND SEALED, this 29th	_day ofMay	, 20_12
Ace Excavating and		
Environmental Services, Inc. (SEAL)	Allegheny Casualty Co	ompany (SEAL)
(Principal)	(Surety)	(22,22)
\circ \wedge		n .
By: ENDMUM	Du Kaul	tings !
(Signature)	(Signatur	6
, ,	Sioux Munyon, A	ttornev-In-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

)
County of San Diego	}
On MAY 29, 2012 before m	ne. Kimberely C. Miller, Notary Public
personally appearedS	ioux Munyon
April 1997 V. Samer Land Control of the Control of	Name(s) of Signer(s)
KIMBERLEY C. MIL COMM. #1847744 NOTARY PUBLIC • CALIFO SAN DIEGO COUNTY Comm. Exp. JUNE 2, 2	person(%), or the entity upon behalf of which the
Though the information below is not a and could prevent fraudule Description of Attached Docume	required by law, it may prove valuable to persons relying on the document ent removal and realtachment of this form to another document.
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above: _	
Capacity(les) Claimed by Signer	(s)
Signer's Name:	Signer's Name:
Corporate Unicer — 188(8):	2 : Corporate Officer — Tille(s):
Partner - Limited / General	OF SIGNER OF SIGNER OF SIGNER
Attorney in Fact	Altorney in Fact
Trustee	Trustee
Guardian or Conservator	⊕ Guardian or Conservator
and the second s	Number of Pages:
7 Olher:	

POWER OF ATTORNEY

ALLEGHENY CASUALTY COMPANY

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

KNOW ALL MEN BY THESE PRESENTS: That ALLEGHENY CASUALTY COMPANY, a corporation organized and existing pursuant to the laws of the State of Pennsylvania, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

SIOUX MUNYON

Lakeside, CA

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting called and held on the 7th day of February, 1974.

The power of attorney is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

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

1936

* SEMWSYLVAMILY

SEMWSYLVAMILY

IN TESTIMONY WHEREOF, ALLEGHENY CASUALTY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12th day of November, A.D. 2009.

ALLEGHENY CASUALTY COMPANY

John Cy Af

Secretary

On this 12th day of November 2009, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



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

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

CERTIFICATION

I, the undersigned officer of ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney; with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 2971

STATE OF NEW JERSEY County of Essex

M day of MAY, 2012

Maria H. Granco

Assistant Secretary

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

State of California)
County of San Diego Ss.
Enc m word, deposes and
says that he or she is of the party making the foregoing
bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the bid is genuine and not collusive or sham;
that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or
sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder
or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not
in any manner, directly or indirectly, sought by agreement, communication, or conference with
anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost
element of the bid price, or of that of any other bidder, or to secure any advantage against the public
body awarding the contract of anyone interested in the proposed contract; that all statements
contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his
or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data
relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company
association, organization, bid depository, or to any member or agent thereof to effectuate a collusive
or sham bid.
Signed: EMM Wirk Title: Vice President
Subscribed and sworn to before me this 29th day of May ,2012 Sioux Swart, Notary Public

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 ON	EBOX ONLY.
X,	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 ten 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:
Cont	ractor Name Ace Excapating & Englyon Mental
Certi	fied By EVIC M Word Title Vive President Name Title 5:30:12
	Toma M Who Date 5.30.12

Contractors Certification of Pending Actions (Rev. June 2011) MBC Vactor Truck Off loading Facility Project

Signature

USE ADDITIONAL FORMS AS NECESSARY

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

	COM	PANY INFORMATION		
Company Name:	Ace Excaughing & Enviro	nmental	Contact Name:	Eric M Wool
Company Addres	S: 1020 Green field DV.		Contact Phone:	619 441 4900
El Laso	1606P A) A		Contact Email:	inc Dace sologmail.
	CONT	RACT INFORMATION		
Contract Title:	MBC Vactor Truck off	oading facility		Start Date:
Contract Number	(if no number, state location): San	FUD CA		End Date:
	SUMMARY OF EQUAL B	ENEFITS ORDINANCE R	EQUIREMENT	S
maintain equal be Contractor sl Benefits in travel/reloo Any benef Contractor sl enrollment j Contractor sl Contractor sl NOTE: This sur	nall allow City access to records, when requall submit EBO Certification of Compliar mary is provided for convenience. Further submary is provided for convenience.	ne duration of the contract. The spouses and employees with the sion/401(k) plans; bereavements; credit union members and required to be offered to a colicy in the workplace and necested, to confirm compliant to the complete of plans to the signed under penalty of processing the signed of the confirmation of the signed of the confirmation of the signed under penalty of processing the signed of the confirmation of the confirmation of the confirmation of the contract. The signed of the confirmation of the contract. The signed of the confirmation of the confirm	o comply: domestic partner ent, family, paren nip; or any other b an employee with otify employees a ce with EBO requires	is. Ital leave; discounts, child care; benefit. a domestic partner. It time of hire and during open direments. Ward of contract.
www.sandiego.go				
	CONTRACTOR EQUAL B			
Please indicate yo	our firm's compliance status with the EBO	. The City may request support	orting documentat	ion.
M	I affirm compliance with the EBO becau	se my firm (contractor must	<u>select one</u> reason	·):
	☐ Provides equal benefits to spouse	es and domestic partners.		
	☐ Provides no benefits to spouses of	or domestic partners.		
	☐ Has no employees.			
	Has collective bargaining agreen expired.	nent(s) in place prior to Janua	nry 1, 2011, that h	as not been renewed or
	I request the City's approval to pay affect made a reasonable effort but is not able to the availability of a cash equivalent for be every reasonable effort to extend all available.	o provide equal benefits upor enefits available to spouses b	i contract award, l ut not domestic p	I agree to notify employees of
	r any contractor to knowingly submit an ne execution, award, amendment, or admin			
firm understands	perjury under laws of the State of Californ the requirements of the Equal Benefits Ocash equivalent if authorized by the City.			
N	ame/Title of Signatory	Sign	ature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: □ Approved □ Not Approved - Reason:

(Rev 02/15/2011)

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
	BASE BID						
1	1	LS	237310	9-3.4	Mobilization		\$ 1500
2	1	LS	237310	300-1.4	Remove Curb, Gutter and Sidewalk (@ Proposed Driveways)		\$ 2\go
3	1	LS	237310	9-3.1	Relocation of Existing Utilities		\$ 2,500
4	585	CY	237310	300-4.9	Excavate and Fill (Unclassified)	\$ 22.00	\$ 12,870
5	210	CY	237310	301-2.4	Crushed Aggregate Base	\$ 35,00	\$ 7,350
6	80	CY	237310	302-6.8	Reinforced Concrete Pavement (560-C-3250)	\$ 385. [©]	\$ 30,800
7	43	CY	237310	303-5.9	Commercial Concrete Driveway	\$ 300.00	\$ 12,900
8	1	LS	237310	9-3.1	PCC Trench Drain (Min. 3500 psi @ 28 days)		\$ 13,200
9	1	LS	238140	303-1.11	PCC Retaining Wall #1		\$ 9.800
10	1	LS	238140	303-1.11	PCC Retaining Wall #2 & #3		\$ 19,600
11	4	EA	237110	9-3.1	Drop Inlets (24"x24" I.D.) with Heavy Loading Frames (H-20 Traffic Rated)	\$ 900.00	\$ 3,600
12	1	EA	237110	306-1.6	3 -Inch Sidewalk Underdrain	\$ 1,400	\$ 1,400
13	20	LF	237310	303-5.9	Remove and Replace Curb and Gutter	\$ 50.00	\$ 1,000
14	20	SF	237310	303-5.9	Remove and Replace Sidewalk	\$ 50.00	\$ 1,000

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
15	1	LS	238110	303-1.11	PCC 4 Column Footings (for Steel Canopy) Min. 3,500 psi @ 28 Days		\$ 6,600
16	4862	SF	237310	302-5.9	Asphalt Concrete Pavement (7" Thick)	\$ 6.00	\$ 29, 172
17	475	LF	237310	302-5.9	Asphalt Concrete Curb	\$ 10.00	\$ 4750
18	65	LF	237310	302-5.9	Dikes - Asphalt Concrete	\$ 7.00	\$ 520
19	2	EA	238140	9-3.1	Rubber Bumps (for Bins) Min. 6" Wide & Thick (Bin's Stops) Anchored on Retaining Wall #1	\$ 300,00	\$ 600
20	2	EA	238140	9-3.1	Bin 22-footer (22'Lx4'Hx8'W) with Retractable Protective/Tarp Cover	\$ 12,000.00	\$ 24,000
21	200	LF	237110	306-1.7.1	4" PVC Sewer Lateral	\$ 20.00	\$ 4.000
22	40	LF	237110	306-1.7.1	6" PVC Sewer Lateral	\$ 75.00	\$ 3,000
23	40	LF	237110	306-1.6	8" SDR-35 PVC Sewer Main	\$ 112.00	\$ 4,480
24	40	LF	237110	306.16	8" SDR-26 PVC Sewer Main	\$ 115.00	\$ 4.600
25	2	EA	237110	306-1.6	8" Resilient Wedge Gate Valves with PVC Ends (Series 2500) - with Extended Stem, Valve Key, Gate Well, and Cap	\$ 2,000.00	\$ 4,000.
26	2	EA	237110	306-1.6	8" PVC Sewer Main Cleanout	\$ 3500.00	\$ 7,000
27	1	EA	237110	306-1.8.6	Sewer Manhole 4' x3' & Installation	\$ 10.500.00	\$ 10,500
28	1	LS	237110	306-1.1.6	Trench Shoring		\$ 2,000
29	1	LS	237110	306-14.1	Recycled Water Service Connection to Hose Bib Station (1" PVC to 1"PVC, include Meter and Regulator Boxes) (Wet Tapping by City of San Diego)		\$ 4,600
30	1	EA	237110	306-14.1	1" Water Meter	\$ 1,200.00	\$ 1,200

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
31	1	EA	237110	306-1.6	1" Water Pressure Regulator (Brass, Min. 300 psi Rated)	\$ 838, °O	\$ 838
32	2	EA	237110	9-3.1	Recycled Water Hose Bib Stations	\$ 500.00	\$ 1,000
33	2	EA	237310	9-3.1	Recycled Water Signage	\$ 500.00	\$ 1,000
34	1	LS	541330	801-9.4	Water Pollution Control Program Development		\$ 1,200
35	1	LS	237990	801-9.4	Water Pollution Control Program Implementation		\$ 2,500
36	1	AL		9-3.5	Field Orders		\$32,000.00
	ESTIMATED TOTAL BASE BID 269,880,00						0,00

Total BID PRICE FOR BID (Items 1 through 36 inclusive) amount written in words:

Then hundred Surty - nune through act eight hundred eighty dollars 3 19/100

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

List the Addenda received and being acknowledged:

A

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

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

Enc W Wood

Larry L Gillum

NOTES:

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

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- 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 a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. 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.
- I. The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. The following addenda have been received and are acknowledged in this bid: [......]. If an addendum or addenda has been issued by the City and not noted above as being received by the Bidder, this proposal shall be rejected as being **non-responsive**.

LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER. OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED 2	CHECK IF JOINT VENTURE PARTNERSHIP
Name: R+C STructures Frc. Address: 1615 Lat Mrada Dr. City: Sun Marcos State: CA Zip: 9069 Phone: 760-744-3355	Rick Lotze	Sevier man hole	5,a00.50			
Name: East Comby Soil Consultants Address: 10925 Hardley RD SWIT City: Souther State: CN+ Zip: 92071 Phone: 619 258 794	Jim Rosenthal	Soil tresting	4300 00-			
Name: Coffee Engineering Address: 10660 Sex 1095 Conx 3000 Sex 10 City: San District State: CAST Zip. 92131 Phone: 858-83(-011)	Dan 2 Valdez	wecp	1500.00			

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

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

1.0302

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

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

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

Form Title: LIST OF SUBCONTRACTORS

Form Number: AA35

MBC Vactor Truck Off loading Facility Project

(Rev. June 2011)

14 Page

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Xes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED®
Name: Ferguson WaterWorks Address: 1109 Wugher Dr. City: Flautis State: Ch Zip: 92020 Phone: 858 311-370	piping +	8,000	¥&2	no		
Name: Consolidated Fabricatis Address: 14620 Aomin to 5 City: Jun Nuy 5 Zip: 91402 Phone: 800339 8335	Devatoring	34,000	jus	Yes		
Name: tast Jordan Co. Address: 2020 West 14th 5T City: Long Beach State: CAt Zip 90873 Phone 200 626 - 4653	grades + Frances	7.200	425	xes		

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

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

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

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

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

Form Title: NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

Form Number: AA40

MBC Vactor Truck Off loading Facility Project

(Rev. June 2011)

CITY OF SAN DIEGO RECYCLED WATER NOTES:

- 1. TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION ON SITE IMPROVEMENTS, THE CONTRACTOR SHALL NOTIFY CITY OF SAN DIEGO PUBLIC UTILITIES DEPARTMENT, RECYCLED WATER SECTION AT 619.533.7485, NOTIFY MBC PLANT OPERATIONS AT (858) 614-5803.
- 2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAN DIEGO RULES AND REGULATIONS FOR RECYCLED WATER USE AND DISTRIBUTION WITHIN THE CITY OF SAN DIEGO AND THE COUNTY OF SAN DIEGO DEPARTMENT OF ENVIRONMENTAL HEALTH REQUIREMENTS.
- 3. ALL PUBLIC FACILITIES SUCH AS COMFORT STATIONS, DRINKING FOUNTAINS, ETC. SHALL BE PROTECTED FROM SPRAY AND/OR MISTING BY RECYCLED WATER. (N/A)
- 4. NO PONDING, RUN-OFF OR OVER-SPRAY IS PERMITTED. ADJUST ALL SPRINKLER HEADS TO PREVENT OVER SPRAYING ONTO SIDEWALKS, STREETS AND PRIVATE LOTS. (N/A)
- 5. HOSE AND HOSE BIBS ON RECYCLED WATER SYSTEM SHALL BE PURPLE AND SHALL DISPLAY SIGNAGE WITH "IN ORDER TO CONSERVE WATER RECYCLED WATER IN USE AT THIS FACILITY; "DO NOT DRINK". THIS AREA IS STRICTLY FOR TRAINED PERSONNEL USE ONLY."
- 6. NO SUBSTITUTION OF PIPE MATERIALS WILL BE ALLOWED WITHOUT PRIOR APPROVAL BY THE CITY OF SAN DIEGO. 7. INSTALL APPROVED, METALLIC BACKED AND STENCILED WARNING TAPE OVER ALL PRESSURE
- RECYCLED WATER LINES. STENCIL AND COLOR CODE (PURPLE PANTONE 522) ALL IRRIGATION PIPE. ORIENT THE STENCIL TO THE TOP OF THE TRENCH.
- 8. PROVIDE A MINIMUM OF 18 INCHES OF COVERING OVER ALL WIRING
- 9. WHEN POTABLE WATER LINES AND RECYCLED LINES CROSS, THE RECYCLED LINE SHALL BE INSTALLED WITH A PROTECTIVE SLEEVE. THE SLEEVE SHALL EXTEND 10 FEET FROM EACH SIDE. FROM THE CENTER LINE OF THE POTABLE LINE, FOR A TOTAL OF 20 FEET. (N/A)
- 10. MAINTAIN A 10 FOOT HORIZONTAL SEPARATION BETWEEN POTABLE WATER AND RECYCLED WATER OR SEWER LINES. INSTALL SEWER LINE BELOW RECYCLED WATER LINE AND RECYCLED WATER LINE BELOW THE POTABLE WATER LINE. (N/A)
- 11. PROVIDE A MINIMUM OF 12 INCHES OF VERTICAL SEPARATION BETWEEN POTABLE/RECYCLED WATER/SEWER. (N/A)
- 12. TAG ALL VALVES AND OTHER BELOW GRADE APPURTENANCES WITHIN BOXES WITH PERMANENT RECYCLED WATER LABELS IN BOTH ENGLISH AND SPANISH THAT IDENTIFY RECYCLED WATER IN USE ("RECYCLED WATER DO NOT DRINK"). ATTACH THE LABEL WITH EITHER STAINLESS STEEL WIRE OR SELF LOCKING PLASTIC TIES.
- 13. THE DESIGN LOCATIONS PROPOSED FOR RECYCLED WATER "DO NOT DRINK" SIGNS SHALL BE CALLED OUT ON THE PLANS.
- 14. PRIOR TO CONVERSION TO RECYCLED WATER, AN ON-SITE SUPERVISOR SHALL BE DESIGNATED IN WRITING. THIS INDIVIDUAL SHALL BE FAMILIAR WITH PLUMBING SYSTEM WITHIN PROPERTY WITH THE BASIC SPECIFIC REQUIREMENTS OF RECYCLED WATER SYSTEM. THE DESIGNATED SITE SUPERVISOR SHALL ATTEND AN APPROVED CLASS FOR RECYCLED WATER SITE SUPERVISORS. COPY OF THE SITE SUPERVISOR CERTIFICATE WITH A 24-HOUR CONTACT NUMBERS SHALL BE PROVIDED TO THE CITY OF SAN DIEGO AND THE COUNTY DEPARTMENT OF

IN CASE OF EMERGENCY CONTACT MIKE BEDARD TEL. (858) 654-4154 RICHARD PITCHFORD TEL. 858-614-5509; CEL. 760-315-339 AFTER HOURS CONTACT STATION 38 TEL. (619) 515-3525

- 15. A PHYSICAL SEPARATION SHALL BE PROVIDED BETWEEN ADJACENT AREAS IRRIGATED WITH RECYCLED WATER AND POTABLE WATER. SEPARATION SHALL BE PROVIDED BY DISTANCE, CONCRETE MOW STRIPS, OR OTHER APPROVED METHODS. (N/A)
- ALL PUBLIC AND PRIVATE POTABLE WATER MAINS INCLUDING FIRE MAINS AND ANY WATER WELLS AND WATER COURSES WITHIN THE RECYCLED WATER PROJECT SHALL BE SHOWN ON THE PLANS.
- 17. EDUCATE ALL MAINTENANCE PERSONNEL ON A CONTINUOUS BASIS OF THE PRESENCE OF RECYCLED WATER. PERSONNEL MUST BE INFORMED THAT RECYCLED WATER IS MEANT STRICTLY FOR WASHING DOWN VACTOR TRUCKS AFTER OFF LOADING ONLY, AND IS NOT APPROVED FOR DRINKING PURPOSES, HAND WASHING, CLEANING OF TOOLS, ETC. GIVEN THE HIGH TURNOVER RATE OF EMPLOYEES IN THE LANDSCAPE INDUSTRY, IT IS IMPORTANT THIS INFORMATION BE DISSEMINATED ON AN ALMOST DAILY BASIS.
- 18. PRIOR TO COMMISSIONING OF ANY RECYCLED WATER WORK, IT MUST BE INSPECTED BY RECYCLED WATER PROGRAM PERSONNEL. THE INITIAL CROSS CONNECTION TEST SHOULD BE PERFORMED USING POTABLE WATER FROM A FIRE HYDRANT AND THROUGH A CONSTRUCTION METER WITH AN APPROVED BACKFLOW DEVICE ISSUED BY THE CITY OF SAN DIEGO AND COUNTY
- 19. INSTALLATION OF RECYCLE WATER (RW) SHALL COMPLY WITH SECTION 1618A CPC.
- 20. RECYCLED WATER SYSTEMS SHALL HAVE A PURPLE BACKGROUND WITH BLACK UPPERCASE LETTERING WITH THE WORDS "CAUTION: RECYCLED WATER, DO NOT DRINK".
- 21. RECYCLED WATER PIPE, VALVES AND FITTINGS SHALL CONFORM TO THE REQUIREMENT OF SECTION 604.0, 605.0 AND 606.0 CPC.

NOTES:

- 1. RW DEMAND 20 GPM
- 2. RW WILL BE USED TO WASH DOWN THE VACTOR TRUCKS AFTER OFF LOADING.
- 3. MONTHLY METER BILL SHALL BE SENT TO:
- WASTEWATER COLLECTION DIVISION CITY OF SAN DIEGO
- 9150 TOPAZ WAY, SAN DIEGO, CA 92123
- CONTACT PERSON: MIKE BEDARD, PHONE (858) 654-4154
- 4. RECYCLED WATER SERVICE CONNECTION REFER TO RW-102A STANDARD DETAIL OF THE WATER DEPARTMENT, CITY OF SAN DIEGO, DESIGN GUIDELINES AND STANDARDS, BOOK 7, NOV. 2009
- 5. RECYCLED WATER TRENCH DETAIL REFER TO RW-101 STANDARD DETAIL OF THE WATER DEPARTMENT, CITY OF SAN DIEGO, DESIGN GUIDELINES AND STANDARDS, BOOK 7, NOV. 2009 RECYCLED WATER SERVICE MARKING, REFER TO RW-102, STANDARD DETAIL OF THE WATER DEPARTMENT, CITY OF SAN DIEGO, DESIGN GUIDELINES AND STANDARDS, BOOK 7, NOV. 2009

CONTRACTOR'S RESPONSIBILITES

- 1. THE CONTRACTOR SHALL ENFORCE ALL SAFETY MEASURES, THE CONTRACTOR SHALL DESIGN CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES. INCLUDING SHORING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
- 2. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS.
- 3. THE STORAGE OF ALL CONSTRUCTION MATERIALS AND EQUIPMENT MUST BE PROTECTED AGAINST ANY POTENTIAL RELEASE OF POLLUTANTS TO THE ENVIRONMENT.
- 4. A CONCRETE WASHOUT SHALL BE PROVIDED ON ALL PROJECTS THAT PROPOSE THE CONSTRUCTION OF CONCRETE IMPROVEMENTS THAT ARE TO BE POURED IN PLACE ON SITE.
- 5. THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THE PLAN ARE APPROXIMATE.
- 6. CONTRACTOR SHALL REPLACE IN KIND ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION TO ORIGINAL CONDITION OR BETTER.
- 7. CONTRACTOR SHALL PREVENT DEBRIS FROM GOING TO THE STORM DRAIN DURING CONSTRUCTION, A STABILIZED CONSTRUCTION EXIT MAY BE REQUIRED TO PREVENT CONSTRUCTION VEHICLES OR EQUIPMENT FROM TRACKING MUD OR SILT ON THE STREET.
- 8. STORM DRAIN INLETS TO REMAIN FUNCTIONAL/OPERATIONAL AT ALL TIMES DURING CONSTRUCTION.

SUMMARY OF SPECIAL INSPECTIONS:

- CONCRETE.
- STRUCTURAL MASONRY.
- REINFORCING STEEL (ASTM A706 GRADE 60).

ALL PLACEMENT OF REINFORCING STEEL

b SEE 5b DESCRIPTION ABOVE

6 SEE 6 DESCRIPTIONS ABOVE

ALL ANCHOR BOLTS EMBEDDED IN CONCRETE COLUMN

- EMBEDDED BOLTS IN CONCRETE.
- VERIFY SOIL CONDITION ARE SUBSTANTIALLY IN CONFORMANCE WITH THE SOIL
- VERIFY THAT FOUNDATION EXCAVATION EXTEND TO PROPER DEPTH AND BEARING DATA.

WALLS #1, 2, & 3 FOOTING

(7" THICK PAVEMENT

(7" THICK PAVEMENT)

SHEET 8, DETAIL 9

HEET 7, CONCRETE COLUMN FOOTING

SHEET 5. DETAIL 6 TRENCH DRAIN

SHEET8, DETAIL 9 RETAINING WALLS

#1, 2, & 3 AND FOOTING FOUNDATION

SHEET 5, DETAIL 6 TRENCH DRAIN

SHEET 4. DETAIL 2 CONCRETE SLAB

SHEET 7, CONCRETE COLUMN FOOTING

SHEET 7, CONCRETE COLUMN FOOTING

SHEET 4, DETAIL 2 CONCRETE SLAB

3.500 psi

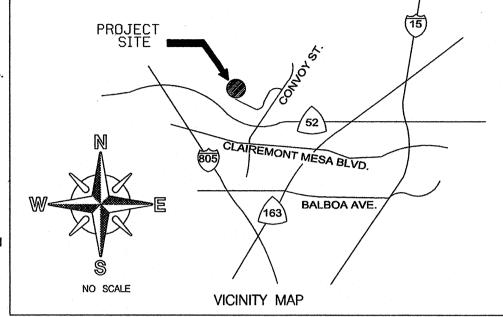
3,500 psi

PROVIDE SOIL COMPACTION TEST RESULTS, DEPTH OF FILL, RELATIVE DENSITY, BEARING VALUES.

FOUNDATION

OTHER STRUCTURAL INSPECTIONS AS REQUIRED BY DESIGNER.

TEM DESCRIPTION OF INSPECTION REQUIRED, LOCATION, REMARKS, ETC. ALL CAST-IN-PLACE CONCRETE SHEET 8, DETAIL 9 RETAINING



- E. THE CONSTRUCTION INSPECTIONS LISTED ARE IN ADDITION TO THE CALLED INSPECTIONS REQUIRED BY SECTION 1705 OF THE 2010 CALIFORNIA BUILDING CODE, AS AMENDED. SPECIAL INSPECTION IS NOT A SUBSTITUTE FOR INSPECTION BY A CITY INSPECTOR.
- F. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE SPECIAL INSPECTOR OR INSPECTION AGENCY AT LEAST ONE WORKING DAY PRIOR TO PERFORMING ANY WORK THAT REQUIRES SPECIAL INSPECTION.
- G. WORK REQUIRING SPECIAL INSPECTION THAT IS INSTALLED OR COVERED WITHOUT THE APPROVAL OF THE CITY INSPECTOR IS SUBJECTED TO REMOVAL OR EXPOSURE AT NO COST TO THIS JURISDICTION.
- H. A CERTIFICATE OF "SATISFACTORY COMPLETION OF WORK REQUIRING SPECIAL INSPECTION" MUST BE SUBMITTED TO FIELD INSPECTION DIVISION
- I. CONTINUOUS INSPECTION IS ALWAYS REQUIRED DURING THE PERFORMANCE OF THE WORK UNLESS OTHERWISE SPECIFIED.

STAMP PANGTER 56240 City of San Diego Development Services Department Information & Application Services LOPMENT SERVICES DEPARTMENT JAPP OVALS

1. "NOTICE TO THE APPLICANT/OWNER/OWNER'S AGENT/ARCHITECT OR ENGINEER OF RECORD".

BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF THE CITY OF SAN DIEGO FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND, AS REQUIRED BY THE CALIFORNIA CONSTRUCTION

- 2. "NOTICE TO THE CONTRACTOR/BUILDER/INSTALLER/SUB-CONTRACTOR/OWNER BUILDER.
- A. BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU ACKNOWLEDGE AND ARE AWARE OF, THE REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS. YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF THE CITY OF SAN DIEGO FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND, AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES".
- B. "THE SPECIAL INSPECTOR MUST BE CERTIFIED BY THE CITY OF SAN DIEGO, DEVELOPMENT SERVICES, IN THE CATEGORY OF WORK REQUIRED TO HAVE SPECIAL INSPECTION".
- C. "THE CONSTRUCTION MATERIALS TESTING LABORATORY MUST BE APPROVED BY THE CITY OF SAN DIEGO, DEVELOPMENT SERVICES, FOR TESTING OF MATERIALS, SYSTEMS, COMPONENTS
- D. "THE SPECIAL INSPECTIONS IDENTIFIED ON PLANS ARE, IN ADDITION TO, AND NOT A SUBSTITUTE FOR, THOSE INSPECTIONS REQUIRED TO BE PERFORMED BY A CITY'S BUILDING



UNDERGROUND UTILITIES AT LEAST THREE (3) WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL REQUEST A MARKOUT OF UNDERGROUND UTILITIES BY CALLING THE BELOW LISTED REGIONAL NOTIFICATION CENTER FOR AN INQUIRY INDENTIFICATION NUMBER:

COMFORMS

Land Development Review

UNDERGROUND SERVICE ALERT (U.S.A.)

STORM WATER PROTECTION THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R9-2007-0001 AND WPCP.

SOIL INFORMATION:

SOIL REPORT: "GEOTECHNICAL INVESTIGATION PROPOSED FIRP/NSPF PROJECT AT SOUTHWEST SIDE OF MIRAMAR LANDFILL, CITY OF SAN DIEGO, CALIFORNIA, "BY GEOTECHNICAL CONSULTANTS, INC., DATED APRIL 12, 1994, AND UPDATED "GEOTECHNICAL REPORT BY NINYO & MOORE DATED JULY 29, 2009 (REVISED JULY 31, 2009).

- 2. ALLOWABLE: SOIL BEARING PRESSURES:
- FOOTINGS ON UNDISTURBED NATURAL SOIL: 3000 PSF MAY BE INCREASE BY 1000 PSF FOR EACH ADDITIONAL FOOT OF EMBEDMENT BELOW A DEPTH OF 25 INCHES TO A MAXIMUM OF 8000 PSF
- FOOTINGS OVER STRUCTURAL FILL: 4000 PSF NO INCREASE ALLOWED FOR ADDITIONAL EMBEDMENT.
- 3. RETAINING WALL DESIGN:

TOTAL SOIL UNIT WEIGHT:

WHERE SURCHARGE LOADS OCCUR, AND ADDITIONAL UNIFORM LATER PRESSURE OF 0.25 TIME THE VALUE OF THE SURCHARGE LOAD FOR UNRESTRAINED WALLS, AND 0.40 TIMES THE VALUE OF SURCHARGE, LOAD FOR RESTRAINED WALLS SHOULD BE APPLIED TO BACK OF WALL

NOTE: WHEN COMBINING PASSIVE PLUS FRICTION FOR SLIDING RESISTANCE, REDUCE EITHER PASSIVE OR FRICTION BY 50 PERCENT.

ARREVIATIONS.

ABBH	REVIATIONS:		
AC	ASPHALT CONCRETE	LF	LINEAL FOOT, LAND FILL
BEG	BEGINNING	MBC	METRO BIOSOLIDS CENTER
BK FLW	BACK FLOW	MIN.	MINIMUM
BW	BOTTOM OF WALL	MOD	MODIFIED
CHEM	CHEMICAL	MV	MASTER VALVE
C.I.	CAST IRON	N/A	NOT APPLICABLE
C.O.	CLEAN OUT	NTS	NOT TO SCALE
CONC.	CONCRETE	OC	ON CENTER
C.Y.	CUBIC YARD	PCC	PORTLAND CONCRETE CEMENT
CU. FT.	CUBIC FOOT	PED	PEDESTRIAN
DIA.	DIAMETER	PL	PROPERTY LINE
EA.	EACH	PR	PRESSURE REGULATOR
ELEV.	ELEVATION	PRE-FAB	PRE FABRICATED
ETC.	ETCETERA	PVC	POLYVINYL CHLORIDE
EX.	EXISTING	REBARS	REINFORCING CORRUGATED BARS
FL	FLOW LINE	RM, WM	RECYCLED WATER METER
FS	FINISHED SURFACE	RET. W#	RETAINING WALL
FTG	FOOTING	RW	RECYCLED WATER
G	GRADE	S	SEWER
GA	GAUGE	SDWLK.	SIDEWALK
GPM	GALLONS PER MINUTE	SERV.	SERVICE
GR. BK.	GRADE BREAK	SF	SQUARE FEET
G.V.	GATE VALVE	ST. LT.	STREET LIGHT
Н	HEIGHT	STA.	STATION
HD	HEAVY DUTY	Т	CROSS CONNECTION TEST STATION
HP .	HIGH PRESSURE	TC	TOP OF CURB
HP/FL	HIGH POINT/FLOW LINE	TFG	TOP OF FOOTING
IB	INFORMATION BULLETIN	TG	TOP OF GRATE
IE .	INVERT ELEVATION	THK	THICK
INV	INVERT	TW	TOP OF WALL
L	LENGTH	TYP.	TYPICAL
LAT.	LATERAL	WM	WATER METER (RECYCLED)
		W	WIDTH
		W/	WITH
		@	AT
		#	NUMBER

DECLARATION OF RESPONSIBLE CHARGE:

I HEREBY DECLARE THAT I AM THE REGISTERED CIVIL ENGINEER OF THE WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGES OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THE DESIGN IS CONSISTENT

UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO AND THE COUNTY OF SAN DIEGO DEPARTMENT OF ENVIRONMENTAL HEALTH IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS THE CIVIL ENGINEER OF THE WORK, OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.



CONSTRUCTION CONSISTS OF GRADING, SAW CUTTING OF EXISTING SIDEWALK/CONCRETE PAVEMENT. REMOVAL OF BRUSHES, RELOCATION OF IMPACTED UTILITIES, TRENCHING, BACKFILLING, INSTALLING COLUMN FOOTINGS, DROP INLETS, DRAINAGE, SEWER LATERALS, SEWER MANHOLE, AND ALL OTHER APPURTENANCES IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWING NUMBERED 35536-1-D THROUGH 35536-8-D.

LEGEND

	LEGEND	
MPROVEMENTS	STANDARD DRAWINGS	SYMBOL
RENCH RESURFACING (SEWER)	SDG-107, SDG-108	
RENCH RESURFACING (RECYCLED WATER)	SEE NOTE 5 (THIS SHEET UNDER NOTES:)	
EWER MANHOLE	M-3, SDS-107, SM-03, SM-04	
" AND 6" DIA. PVC SEWER LATERALS AND " MAIN WITH C.O. AND GATE VALVES SEE SPECS.)	SDS-100, SDS-101, SDS-103 SDS-105, SDS-108, SDS-110(C)	P.L. S
DIA. PVC RECYCLED WATER SERVICE	SEE NOTE 4 AND 6 ON THIS SHEET UNDER "NOTES:"	EX. SEWER EX. RW WM P.L.
W "DO NOT DRINK" SIGN	SEE DETAIL 5 ON SHEET 4	RW
1 FILL SLOPE		
1 CUT SLOPE		$\overline{}$
ETAINING WALL #1, #2, AND #3 (RET. W#1, #2	AND #3) PER DETAIL 9 (SEE SHEET 8)	RW-
DIKE ASPHALT CONCRETE	SEE DETAIL 4 ON SHEET 4	
IDEWALK UNDERDRAIN 3" DIA. PVC PIPE	D-27 _	3" DIA. PVC (21. 24)
HEAVY DUTY TRENCH GRATE (10"X24") & FRA 48") - GRAY IRON	ME SEE DETAIL 6 ON SHEET 5	7

AC PAVING SEE DETAIL 2.2 ON SHEET 4 REBAR PER PLAN 24"X24" I.D. DROP INLET WITH 6" DIA. PVC PIPE OR AS NOTED ON THE PLAN 1 DETAIL NUMBER **DETAIL CALL-OUT**

SEE DETAIL 2 ON SHEET 4

→ SHEET NUMBER

Sheets

or. . A dir com : . . . A A

100.00 de 000 in 1 1 1... COMMERCIAL DRIVEWAY SDG-114

PCC CONTIGUOUS SIDEWALK G-7, G-11, SDG-100 INDICATES RADIUS DIMENSION

3" DIA, AREA DRAIN WITH 3" DIA, PVC DRAIN PIPE PROPOSED SPOT ELEVATION

PCC PAVING

SEE DETAIL 5A ON SHEET 4

EXISTING UTILITIES:

EARTHEN SWALE

MANHOLE AND SEWER MAIN WITH DIRECTION OF FLOW

RECLYCLED WATER (RW) MAIN HIGH PRESSURE GAS LINE

WATER MAIN UNDERGROUND ELECTRICAL

RECYCLED WATER SECTION **FIELD BOOK PAGE:** PUBLIC UTILITIES DEPARTMENT

PLANS FOR THE CONSTRUCTION OF:

MBC VACTOR TRUCK OFF LOADING FACILITY

APPROVED

SUBJECT TO FIELD INSPECTION

CITY OF SAN DIEGO, CALIFORNIA TEMPORARY BMP CONSTRUCTION SITE WATER PRIORITY: HIGH _____ MEDIUM ____ LOW _ X SPEC. NO. 5474 NP02U01C

G10S

BENCH MARK: WARNING

PK NAIL AT STA. 0+00 ELEV.410.20 MSL

IF THIS BAR DOES NOT MEASURE 1 THEN DRAWING IS NOT TO SCALE.

City of San Diego Wastewater Operations Branch Wastewater Collection Division **Engineering Section**

HORIZONTAL NONE SCALE NONE VERTICAL

PUBLIC UTILITIES DEPARTMENT City of San Diego



1-800-422-4133

			AS	ORMATION							SHE	ET 1 0	8 SHEETS			1.O. 30001780	
				DRAWING	STATUS							FOR CLUT EMENNEER		2/8	3// ATE	L	SUBMITTED BY: CHA MOUA
NO.	DATE	REQ.	REVIS	SION DESCRI	PTION	DRAWN	CKD	APD	PE	EM	QA/QC	DESCRIPTION	BY	APPROVED		CHMED	ASSOCIATE ENGINEER
	2/08/2012			ORIGINAL									 	AFFROVED	DATE	FILMED	ED CARTAS/HUGO ROMER
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APPROVED

City of San Diego

Development Services Departmen

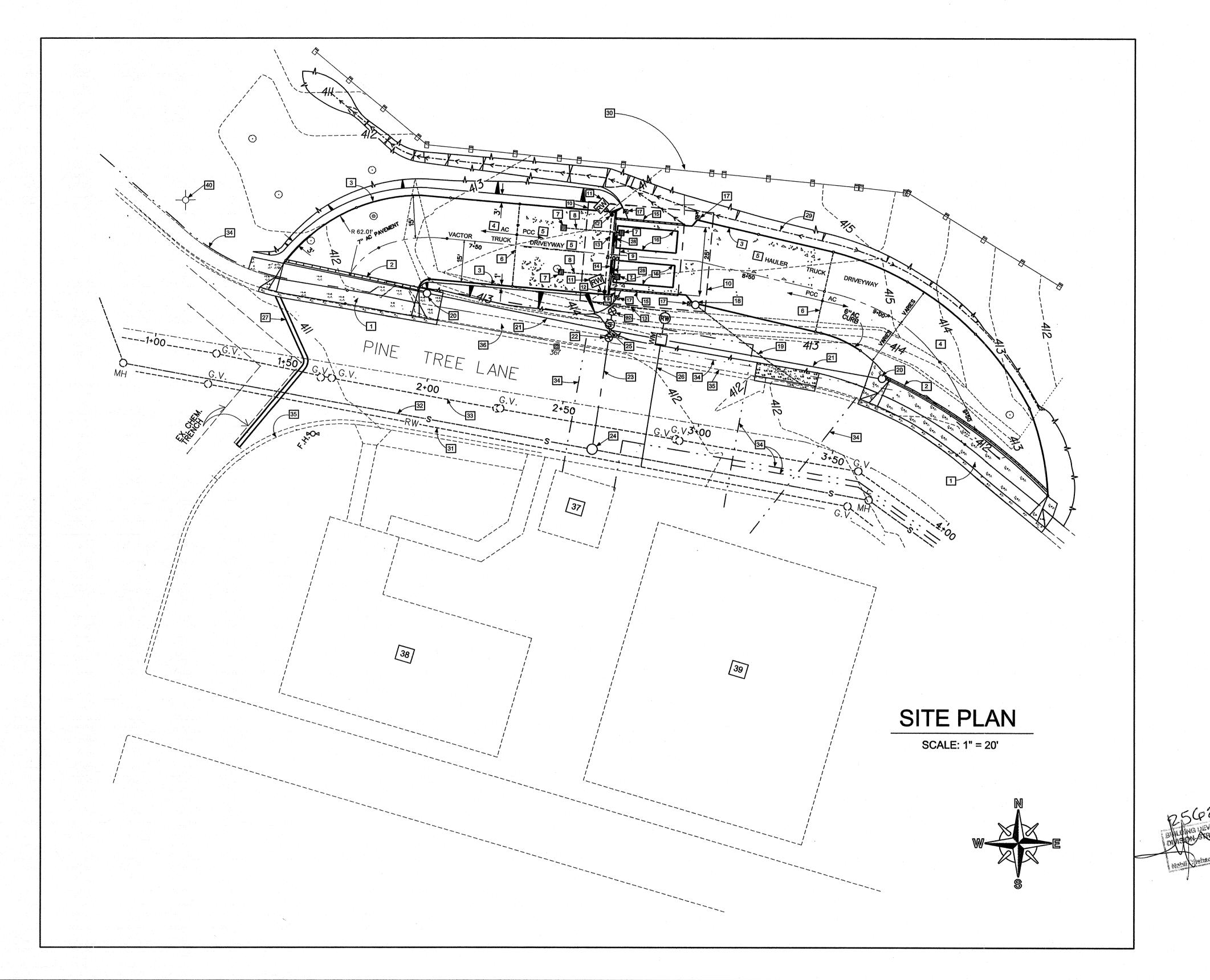
This set of plans and specifications MUST be kept on the job

at all times. It is unlawful to make any changes or alterations

on same without written permission from Development Services

Department Staff. The stamping of these plans and specifications

SHALL NOT be held to permit nor approve the violation of any City, County, State, or Federal Laws, nor other Restrictions.



SITE KEY MAP METRO BIOSOLIDS CENTER (MBC) PROJECT SITE STATE ROUTE 52 SITE DATA 5240 CONVOY STREET, SAN DIEGO, CA 92145 (INSIDE MBC) SITE ADDRESS: TOTAL MBC FACILITY LOT AREA: 12,921,540 SF (296.64 ACRES) TOTAL PROJECT SITE AREA: 17,598 SF (0.404 ACRES) TOTAL PROJECT BUILDING AREA: 12,000 SF (0.275 ACRES) SITE KEY NOTES PCC VACTOR AND HAULER TRUCKS DRIVEWAY RAMPS. 2 VACTOR AND HAULER TRUCKS TRENCH DRAIN AND GRATE SEE DETAIL 6 SHEET 5. 3 6" AC CURB. 7" THK. AC VACTOR AND HAULER TRUCKS DRIVEWAY PAVEMENT SEE DETAIL 2.2 SHEET 4. 5 7" THK. PCC VACTOR AND HAULER TRUCKS DRIVEWAY PAVEMENT SEE DETAIL 2 SHEET 4. 6 AC AND PCC GRADE BREAK. 7 24" x 24" DROP INLET SEE DETAIL 3 SHEET 4. 8 6" PVC SEWER LATERAL. 9 8" PVC SEWER MAIN. 10 STEEL CANOPY OUTLINE OF ROOF ABOVE (NOT PART OF THIS CONTRACT) 11 RW SIGNAGE SEE DETAIL 5 SHEET 4. 12 HOSE AND BIB STATION SEE DETAIL 1 SHEET 4. 13 1" PVC (PURPLE) RW SUPPLY PIPE SEE DETAIL 1 SHEET 4. 6' HIGH RETAINING WALL #1 SEE DETAIL 9 SHEET 5. 15 6' HIGH RETAINING WALL #2 AND #3 SEE DETAIL 9 SHEET 5. 16 22' L x 8' W x 4' H DEWATERING BOX. 14" x 14" REINFORCED CONCRETE COLUMN SEE DETAIL SHEET 7. 18 3" ROOF DRAIN. 19 3" UNDERGROUND AND UNDER SIDEWALK ROOF DRAIN TO CURB. 20 4" LATERAL CLEAN OUT. 21 4" LATERAL WITH CLEAN OUT. 8" GATE VALVE WITH GATE WELL SEE DETAIL 7B SHEET 5. 8" SEWER MAIN WITH 2-4" CLEAN-OUT SEE DETAIL 7A SHEET5. 24 4' x 3' SEWER MANHOLE. 25 4" SEWER LATERAL JUNCTION (TO 8" SEWER MAIN) WITH 4" C.O. SEE DETAIL 7A SHEET 5. 26 1 RW SUPPLY WITH RW METER AND PRESSURE REGULATOR SEE DETAIL 7 SHEET 5. 1-5' WIDE AC DIKE SEE DETAIL 4 SHEET 4. 28 6' L x 6" W x 6" THK. RUBBER BUMP. 29 EARTHEN SWALE DRAIN TO DAYLIGHT. EX. 6' HIGH CHAIN LINK FENCE. 31 EX. 8" RW MAIN. 32 EX. 8" SEWER MAIN. 33 EX. 12" WATER MAIN. 34 EX. GAS LINES. 35 EX. 6" CURB.

36 EX. SIDEWALK. 37 GAS.

EX. ENERGY BUILDING. 39 EX. COGEN BUILDING.

40 EX. STREET LIGHT.

PLANS FOR THE CONSTRUCTION OF:

MBC VACTOR TRUCK OFF LOADING FACILITY

SITE PLAN

	CITY OF SAN	RNIA	USER ID SEWER I.O. 30001780			
	FOR THY ENGINEER		2/.	P//	<u>'</u>	SUBMITTED BY: CHA MOUA ASSOCIATE ENGINEER
A/QC	DESCRIPTION	BY	APPROVED	DATE	FILMED	ED CARTAS/HUGO ROMERO
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	AS-BUILT					LAMBERT COORDINATES
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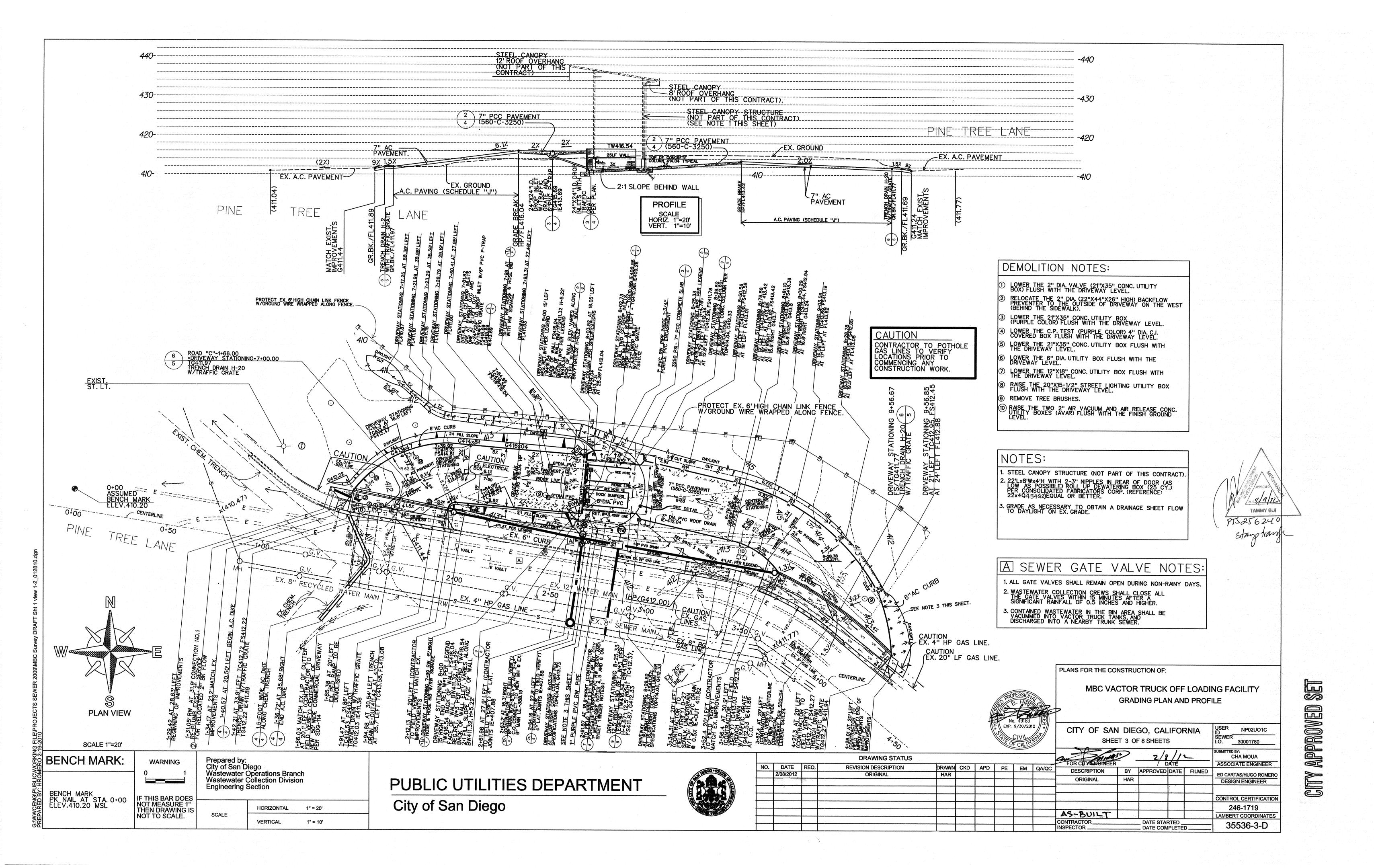
Prepared by: City of San Diego Wastewater Operations Branch Wastewater Collection Division Engineering Section BENCH MARK: WARNING BENCH MARK PK NAIL AT STA. 0+00 ELEV.410.20 MSL IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE. HORIZONTAL 1" = 20' SCALE

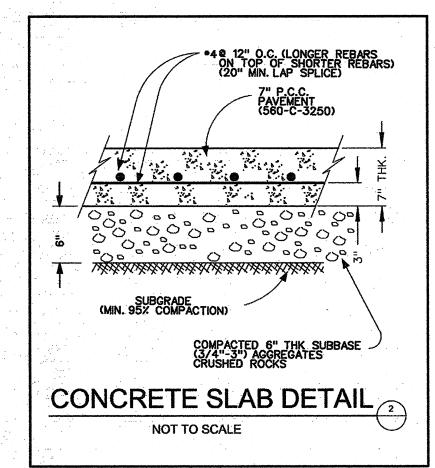
PUBLIC UTILITIES DEPARTMENT City of San Diego

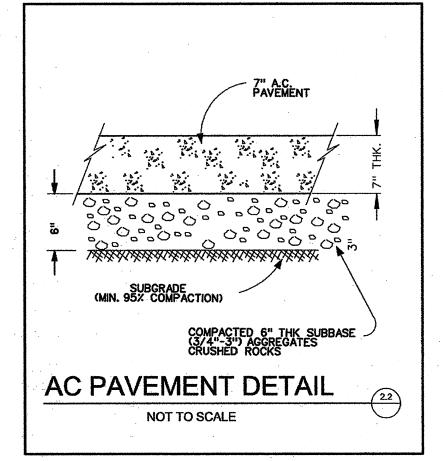


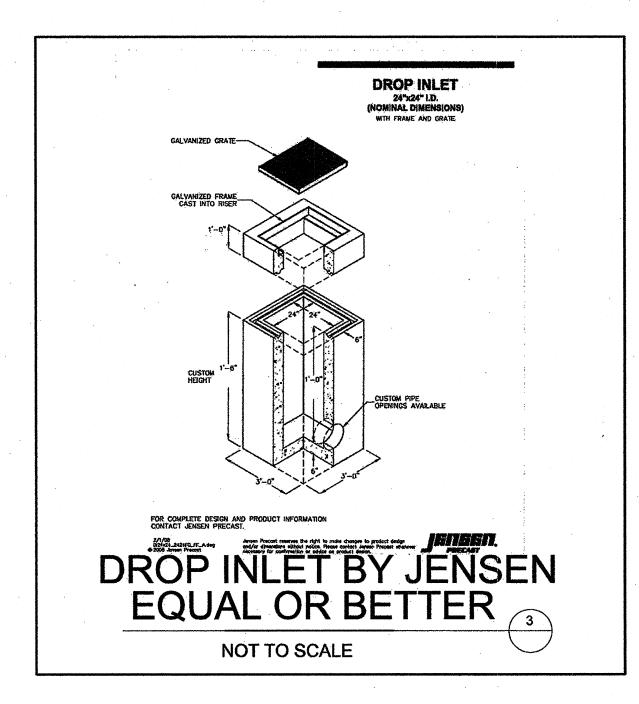
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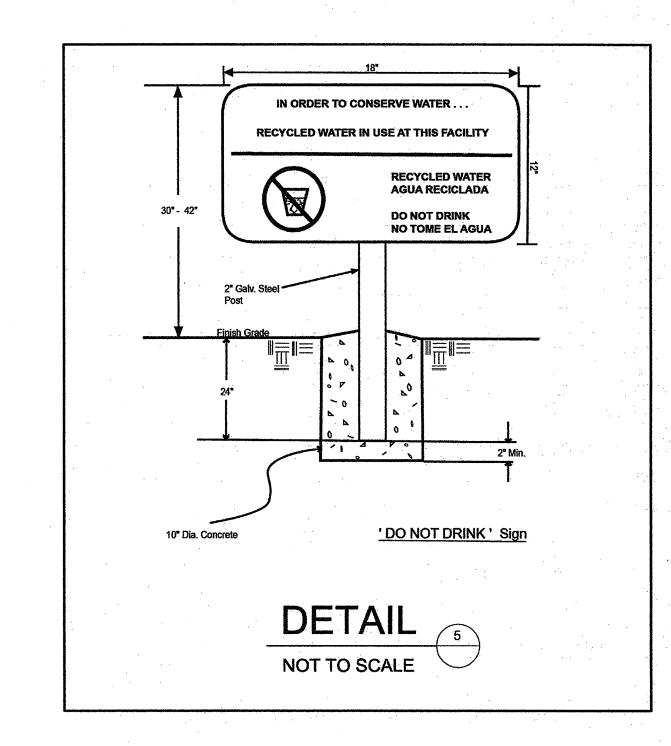
VERTICAL

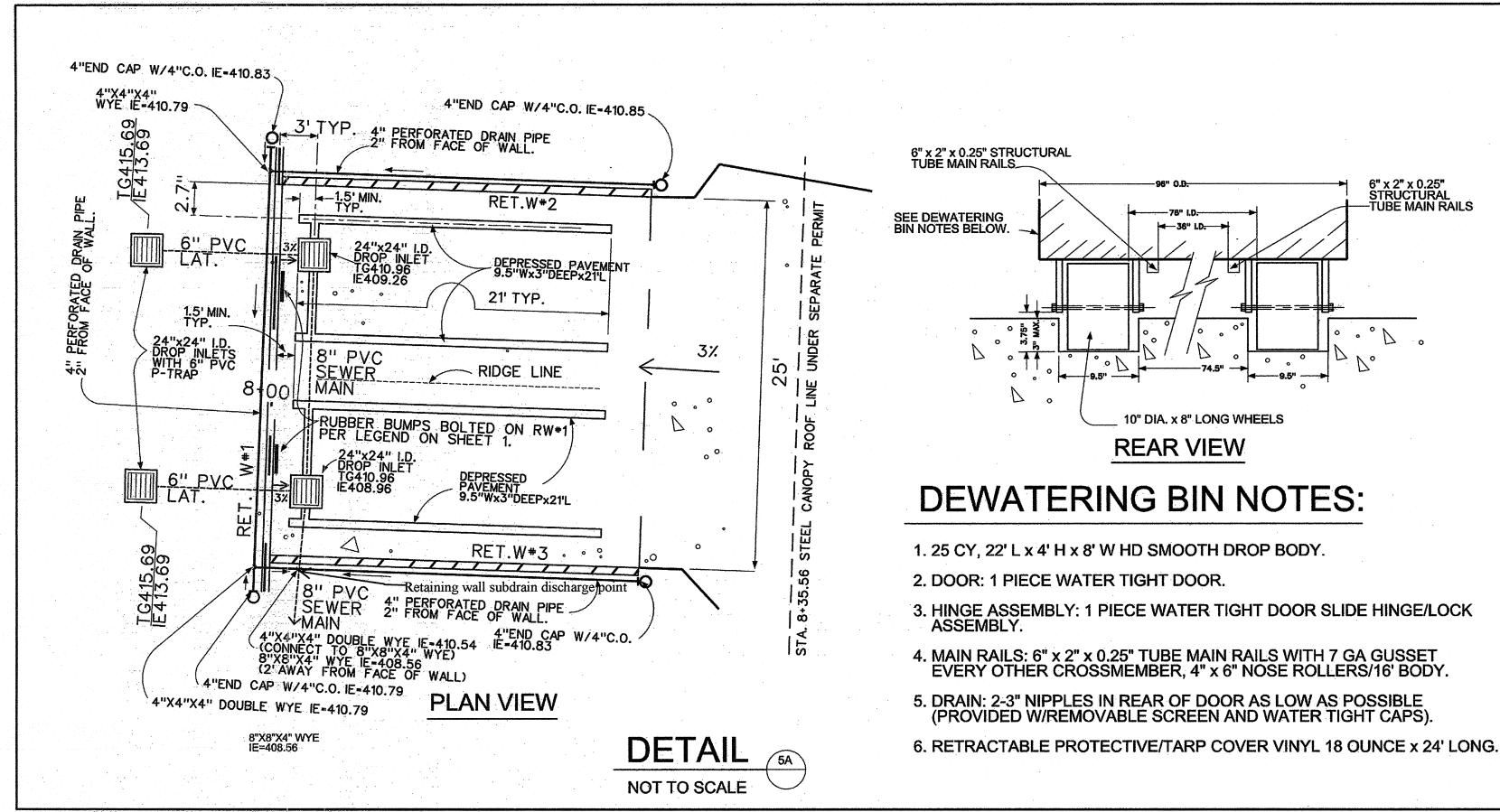


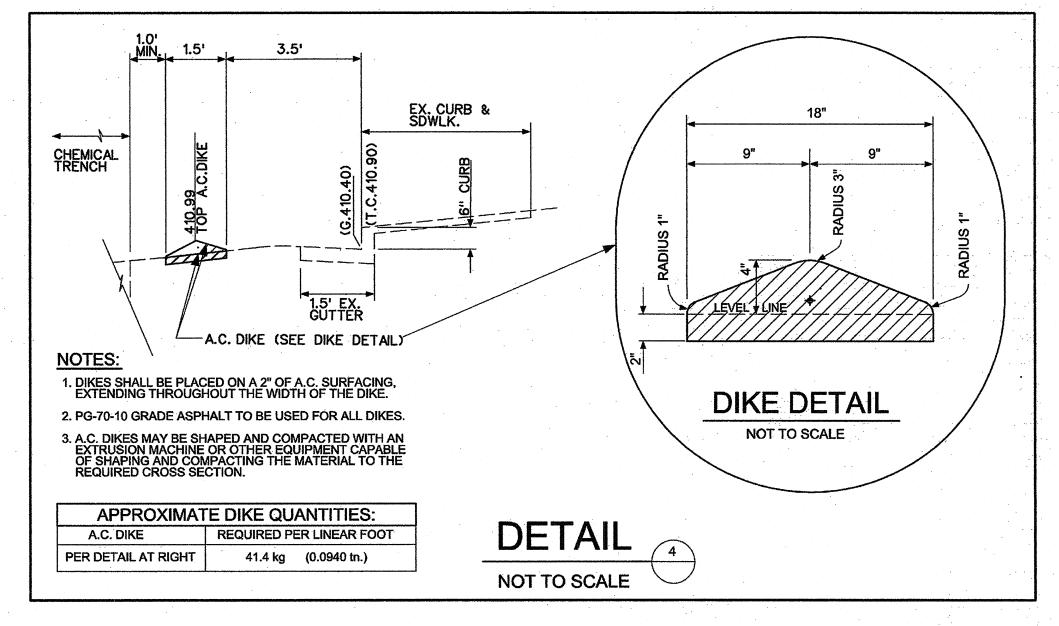


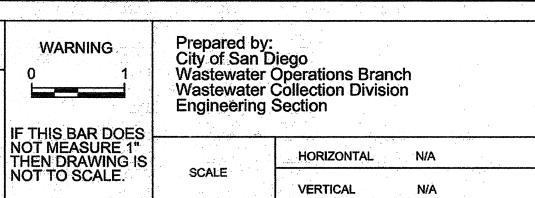












BENCH MARK:

BENCH MARK PK NAIL AT STA. 0+00 ELEV.410.20 MSL

PUBLIC UTILITIES DEPARTMENT City of San Diego



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PLANS FOR THE CONSTRUCTION OF:

MBC VACTOR TRUCK OFF LOADING FACILITY

USER ID NP02U01C SEWER 30001780

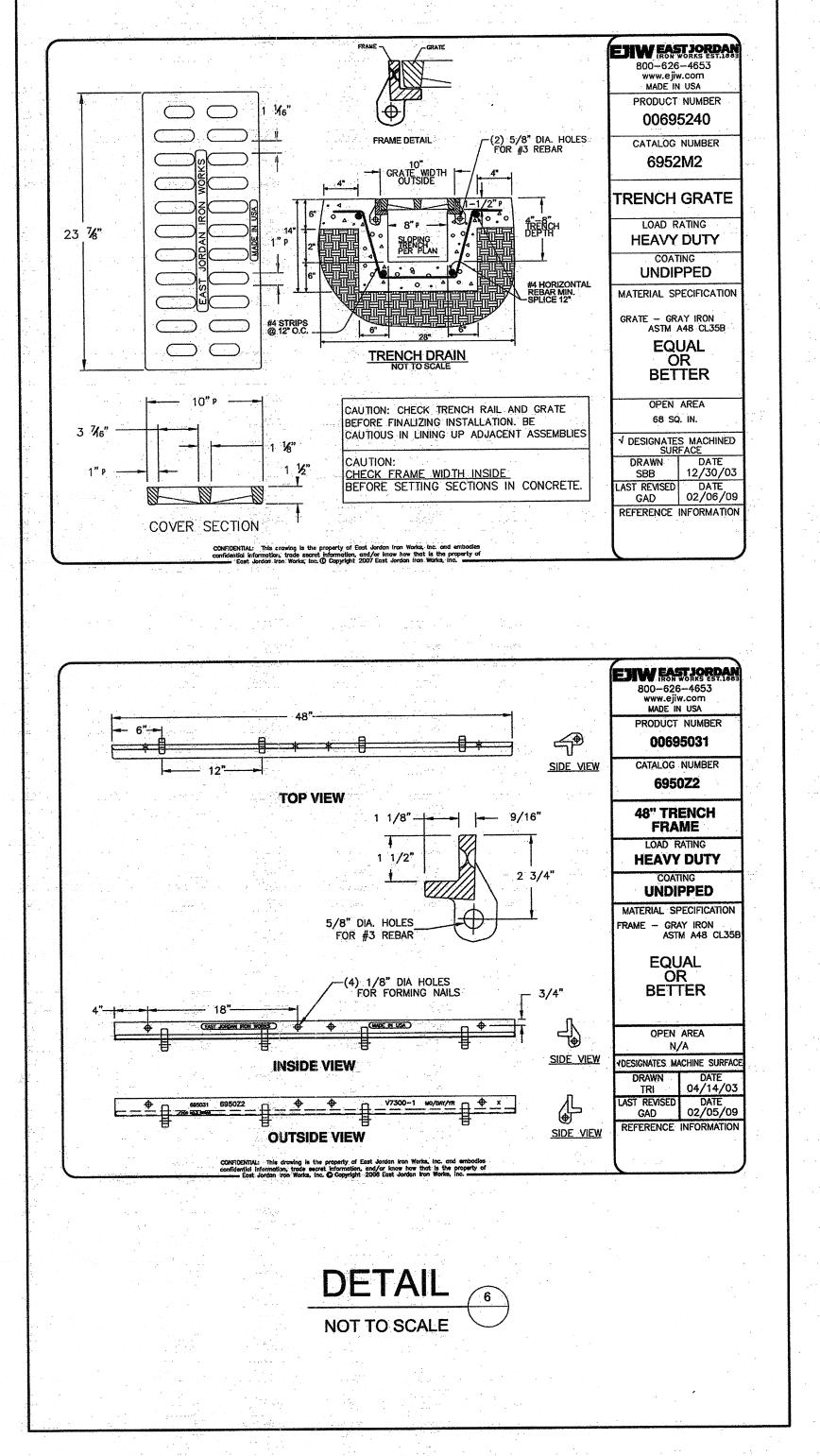
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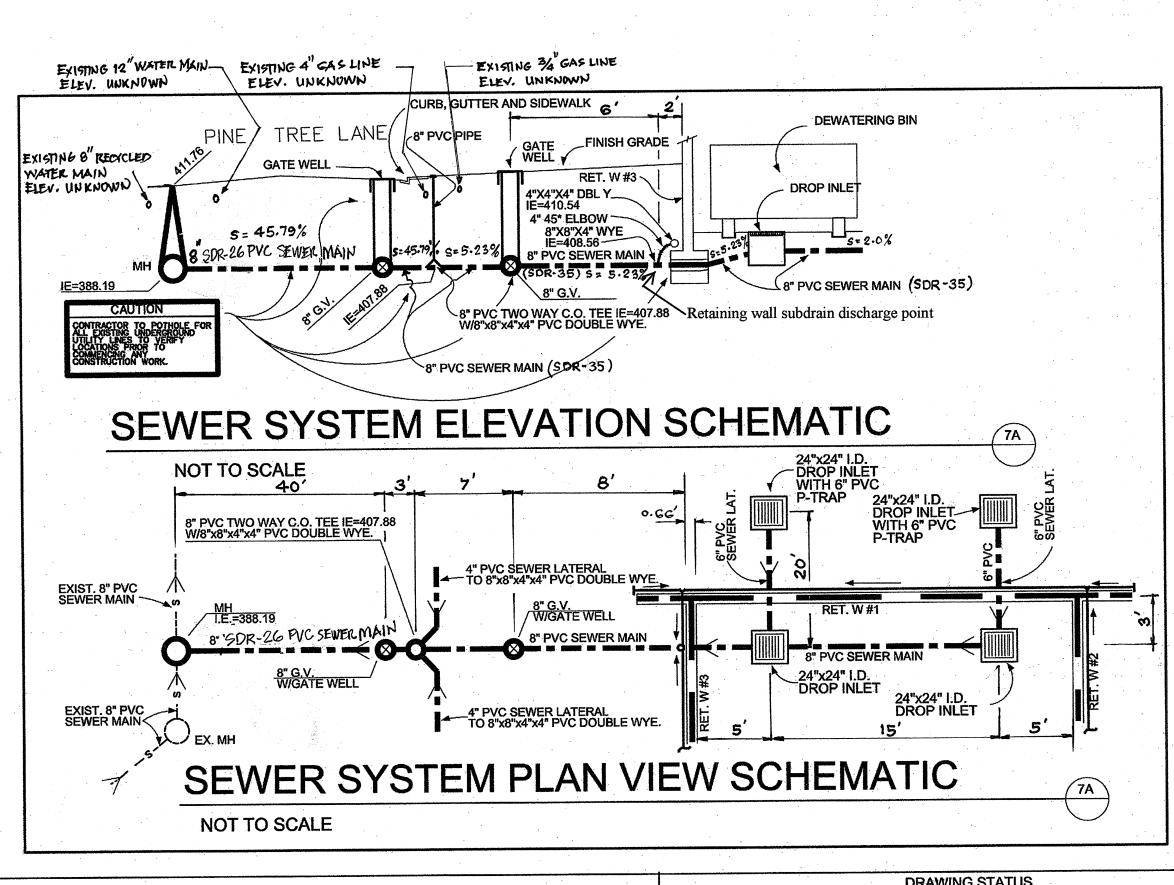
DETAILS

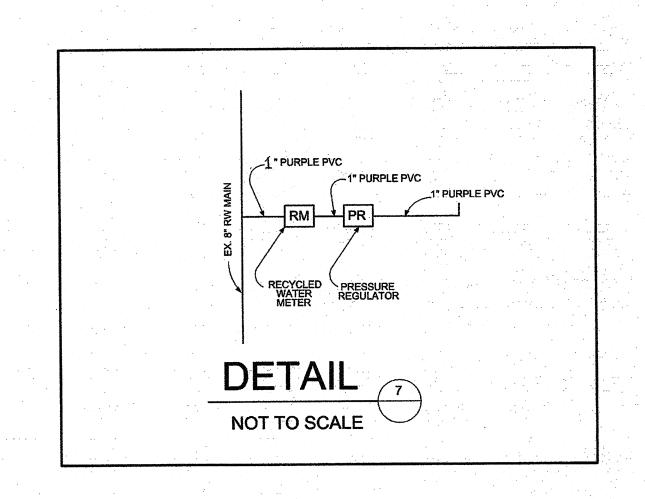
CITY OF SAN DIEGO, CALIFORNIA

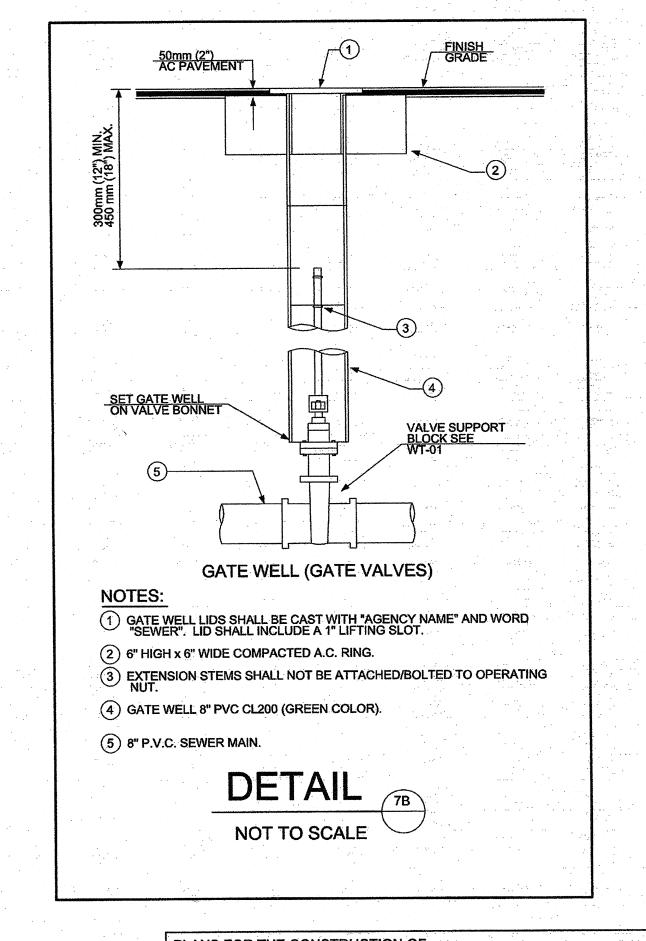
SHEET 4 OF 8 SHEETS

APPROVED (











PLANS FOR THE CONSTRUCTION OF:

MBC VACTOR TRUCK OFF LOADING FACILITY

DETAILS

APPROVED.

35536-5-D

> _ DATE STARTED ___ DATE COMPLETED -

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PK NAIL AT STA. 0+00
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BENCH MARK
PK NAIL AT STA. 0+00
ELEV.410.20 MSL

BENCH MARK
PK NAIL AT STA. 0+00
ELEV.410.20 MSL

Prepared by:
City of San Diego
Wastewater Operations Branch
Wastewater Collection Division
Engineering Section

HORIZONTAL N/A

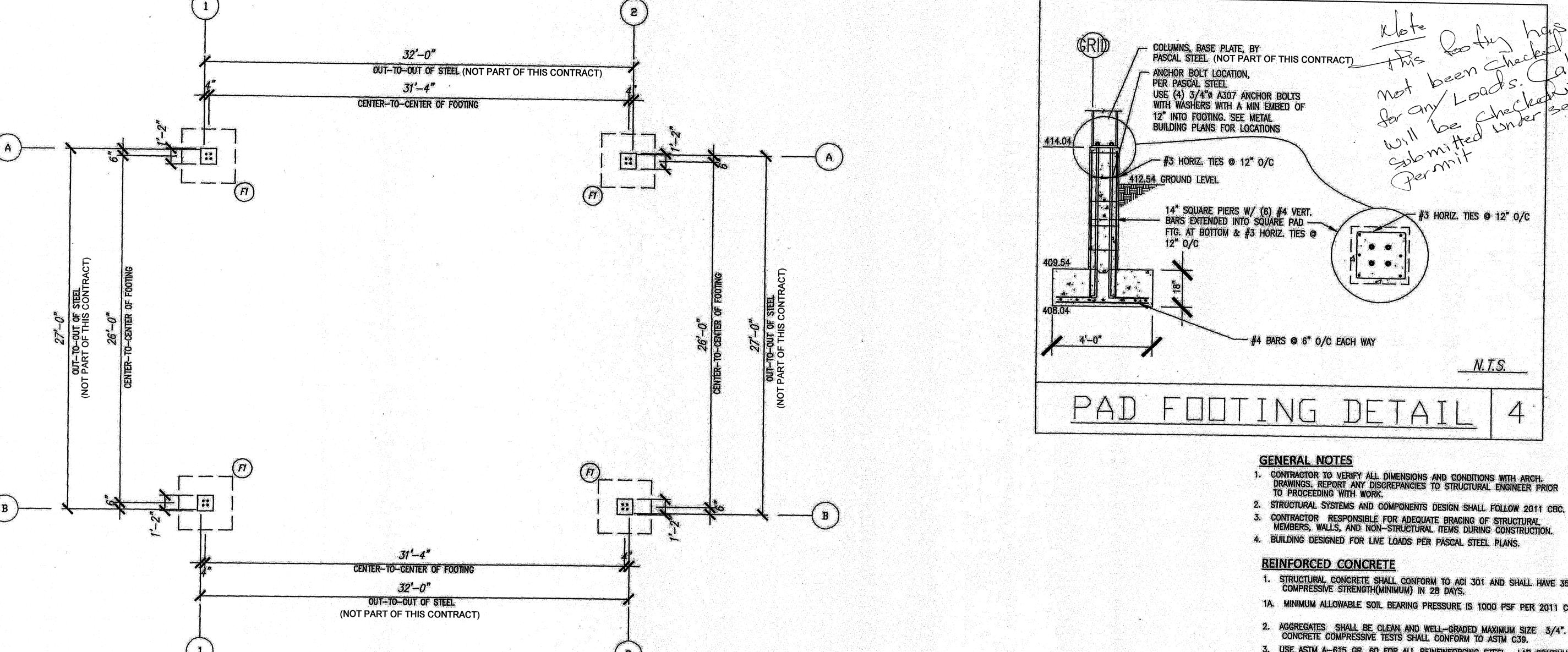
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PUBLIC UTILITIES DEPARTMENT
City of San Diego



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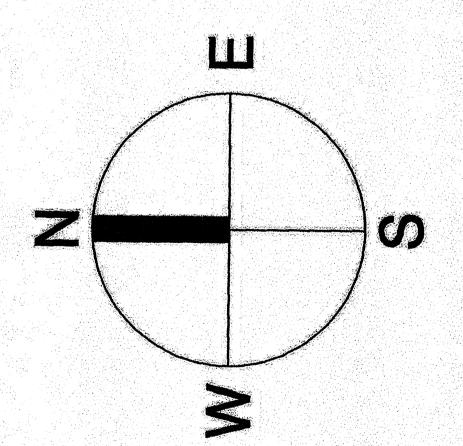
(FI) 4'-0" x 4'-0" x 18" DEEP PAD w/ #4 BARS @ 6" O/C AT BOTTOM EACH WAY

FOUNDATION PLAN NOTES

- ANCHOR BOLTS TO BE AT LEAST 12" EMBEDMENT
- SEE ANCHOR BOLT PLAN FOR LOCATION AND SIZE OF REQUIRED ANCHOR BOLTS AND DOOR LOCATIONS.
- VERIFY ANCHOR BOLT SIZE AND LAYOUT DIMENSIONS WITH PASCAL STEEL PLANS

SCALE

- ALL DIMENSIONS TO BE VERIFIED WITH ANCHOR BOLT PLAN, CENTER OF FOOTING SHOULD BE AT CENTER OF ANCHOR BOLT ASSEMBLY.



1. STRUCTURAL CONCRETE SHALL CONFORM TO ACI 301 AND SHALL HAVE 3500 PSI COMPRESSIVE STRENGTH(MINIMUM) IN 28 DAYS.

#3 HORIZ. TIES @ 12" 0/C

<u>N. T. S.</u>

1A. MINIMUM ALLOWABLE SOIL BEARING PRESSURE IS 1000 PSF PER 2011 CBC

2. AGGREGATES SHALL BE CLEAN AND WELL—GRADED MAXIMUM SIZE 3/4".
CONCRETE COMPRESSIVE TESTS SHALL CONFORM TO ASTM C39.

3. USE ASTM A-615 GR. 60 FOR ALL REINFINFORCING STEEL. LAP CONTINUOUS
REINFORCING 48 BAR DIAMETERS MINIMUM,
LAP BOTTOM STEEL OVER SUPPORT AND TOP STEEL MIDSPAN UNLESS
OTHERWISE SPECIFIED. HOOK DISCONTINUOUS ENDS OF ALL TOP BARS. USE 1" COVER
OVER REINFORCING EXCEPT AS FOLLOWS:

KRIS COLLINS ENGINEERING 57492 29 PALMS HWY., STE. 'A' YUCCA VALLEY, CA. 92284 (760) 365—2444 (760) 365—2423 FAX

KICOLLINS@VERIZON.NET



PLANS FOR THE CONSTRUCTION OF:

MBC VACTOR TRUCK OFF LOADING FACILITY STEEL CANOPY CONCRETE COLUMN FOOTING PLAN AND DETAIL

		2 2011	CITY OF SA	ORNIA	USER NP02U016 SEWER 30001780								
	DRAWING STA	NTUS						PROJECT MANAGER	~	- 2/	DATE		CHA MOUA
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7/2011	DELETE SLAB / ADD PIERS	KIC						ÖRIGINAL	HAR	UL EURACE	DATE	FILMED	KRIS COLLINS, PE
2011	DETAIL REVISIONS	KIC							100 000			America (Company)	DESIGN ENGINEER
2/2011	DETAIL REVISIONS	KIC											
											200	en e	CONTROL CERTIFICATION
								AS-BUILT					246-1719 LAMBERT COORDINATES
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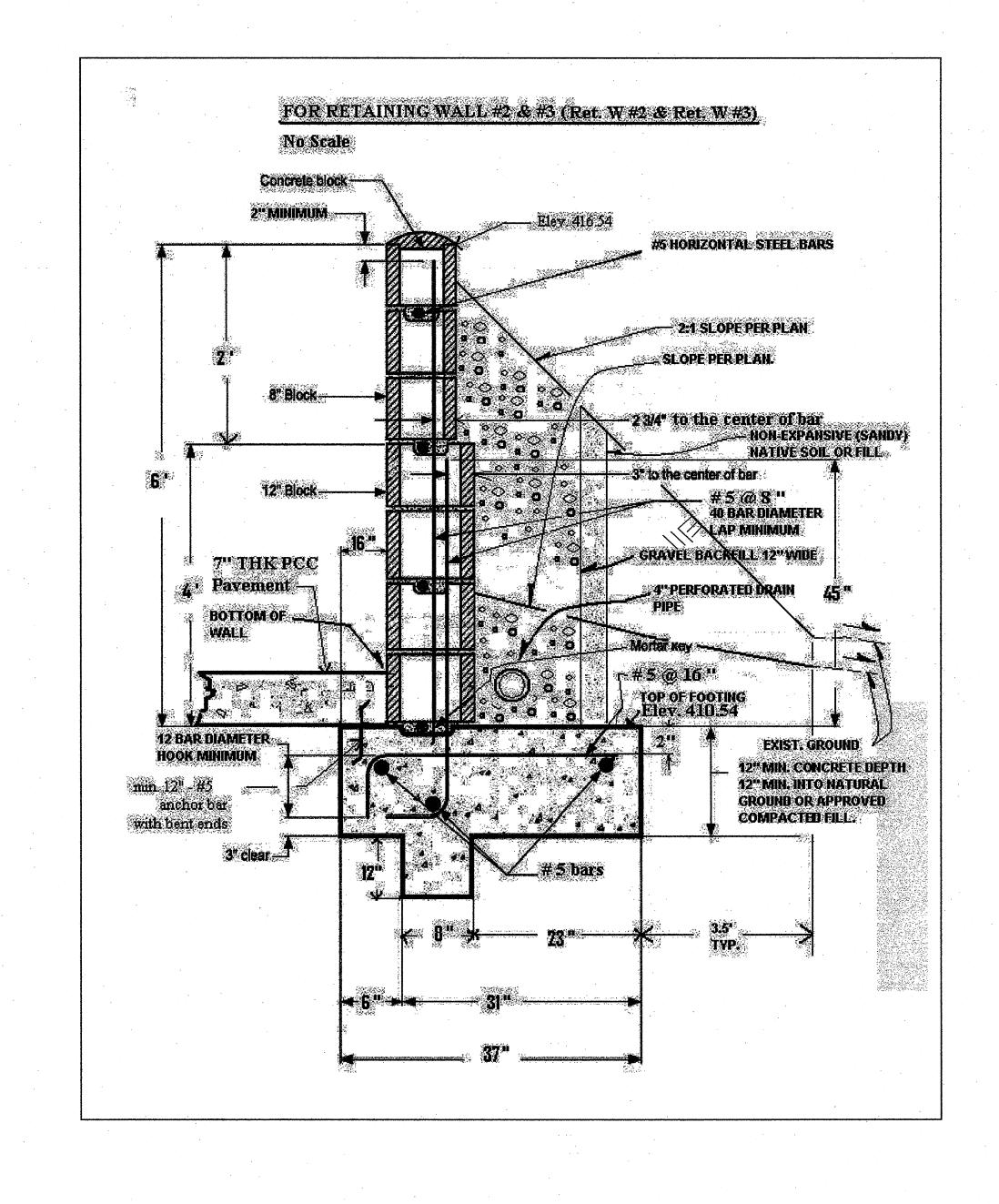
1/4" = 1'-0"

1/4" = 1'-0"

PUBLIC UTILITIES DEPARTMENT

City of San Diego

CITY APPROVED







PLANS FOR THE CONSTRUCTION OF:

MBC VACTOR TRUCK OFF LOADING FACILITY DETAILS

CITY APPROVED SET

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	a Harry		2/8	//2		SUBMITTED BY: CHA MOUA
	FOR WALKENEER	₹	K	ATE	****	ASSOCIATE ENGINEER
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BENCH MARK	WARNING 0 1	Prepared by: City of San D Wastewater Wastewater Engineering	Diego Operations Branch Collection Division	
PK NAIL AT STA. 0+00 ELEV.410.20 MSL	NOT MEASURE 1" THEN DRAWING IS		HORIZONTAL N/A	.*
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PUBLIC UTILITIES DEPARTMENT City of San Diego



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