City of San Diego

CONTRACTOR'S	NAME:
ADDRESS:	
TELEPHONE NO.	FAX NO.:
CITY CONTACT:	Damian Singleton - Contract Specialist, Email: DSingleton@sandiego.gov
	Phone No. (619) 533-3482, Fax No. (619) 533-3633
	LNasrawi/AReyes/LAD

CONTRACT DOCUMENTS



FOR

WATER GROUP JOB 961

VOLUME 1 OF 2

BID NO.:	K-14-6019-DBB-3	
SAP NO. (WBS/IO/CC):	B-12051	
CLIENT DEPARTMENT:	2011/2013	
COUNCIL DISTRICT:	2	
PROJECT TYPE:	JA/KB	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00 PM OCTOBER 22, 2013 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTING GROUP 1010 SECOND AVENUE, SUITE 1400, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

- 1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **Water Group Job 961** (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:

Replace 2,942 of 16" CI water main. New water mains will be 16-inch diameter.

- **2.1.** The Work shall be performed in accordance with:
 - **2.1.1.** This Notice Inviting Bids and Plans numbered **37072-1-D** through **37072-11-D**. inclusive.

3. EQUAL OPPORTUNITY

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

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

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

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

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

- 3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
- 4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

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

4. SUBCONTRACTING PARTICIPATION PERCENTAGES.

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

1.	SLBE participation	7.5%
2.	ELBE participation	14.8%
3.	Total mandatory participation	22.3%

- **4.2.** The Bidders are strongly encouraged to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: http://www.sandiego.gov/eoc/
- **4.3.** The Bid will be declared non-responsive if the Bidder fails the following mandatory conditions:
 - **4.3.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.

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

5. PRE-BID MEETING:

- **5.1.** There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 92101 at 10:00 A.M., on September 25, 2013.
- **5.2.** All potential bidders are encouraged to attend.
- **5.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- **6.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 7. CONSTRUCTION COST: The City's estimated construction cost for this contract is \$1,322,000.00.
- **8. LOCATION OF WORK:** The location of the Work is as follows:

The Project is located in Uptown area on Front Street between West Nutmeg Street and West Fir Street.

- 9. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **120 Working Days**.
- 10. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
 - **10.1.** The City has determined the following licensing classification(s) for this contract:

Option	Classification(s)	
1	CLASS A	
2	CLASS C34	

- **10.2.** The Bidder shall satisfy the licensing requirement by meeting <u>at least</u> one of the listed options.
- 11. **JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- **12. PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract.
 - 12.1. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.
 - 12.1.1. In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.
 - **12.1.2.** Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.
 - 12.1.3. The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.
 - **12.1.4.** The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

13. INSURANCE REQUIREMENTS:

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

14. PREQUALIFICATION OF CONTRACTORS:

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

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

- **14.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracting Group, Prequalification Program, 1010 Second Avenue, Suite 1400, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- **15. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

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

Notice Inviting Bids (Rev. July 2012) Water Group Job 961

- 16. CITY'S RESPONSES AND ADDENDA: The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 17. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- **18. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
- **19. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

20. AWARD PROCESS:

- **20.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **20.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **20.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 21. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid non-responsive and ineligible for award.
- **22. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

23. **OUESTIONS**:

- 23.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
- **23.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- **23.3.** Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- **23.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- **24. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 25. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
- **26. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
 - **26.1.** Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
 - **26.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

- **26.3.** Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- **26.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

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

- 27.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- 27.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid
- **27.3.** A Bid received without the specified bid security will be rejected as being **non-responsive**.

28. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **28.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **28.2.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- **28.3.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- **28.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

- **28.5.** A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- **28.6.** The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- **28.7.** Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- **28.8.** 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 that will be disclosed in the Volume 2 of 2.

29. BID RESULTS:

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

30. THE CONTRACT:

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

- **30.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 30.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 30.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 31. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- **32. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **32.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **32.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **32.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - **32.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **32.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

- **32.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- **32.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

33. PRE-AWARD ACTIVITIES:

- **33.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive.**
- **33.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

34. ADDITIVE/DEDUCTIVE ALTERNATES:

- **34.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make decision prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).
- **34.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

35. REQUIRED DOCUMENT SCHEDULE:

- **35.1.** The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.
- **35.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA45 - Subcontractors Additive/Deductive Alternate
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE Good Faith Efforts Documentation
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
11.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS AGREEMENT

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and	d entered into between THI	E CITY OF SAN D	IEGO, a municip	al corporation,
herein called "City", and _	PK Mechanical Sys	tems, Inc.	, herein called "(Contractor" for
construction of V	Vater Group Job 961	; Bid No. <u>K-14</u> -	6019-DBB-3; in	the amount of
ONE MILLION TWO	HUNDRED TWENTY-C	NE THOUSAND	FOUR HUNDE	ED NINETY
DOLLARS AND 00/100	(\$1,221,490.00), which is co	omprised of the Bas	e Bid plus Alterna	tes A and B.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled <u>Water Group Job 961</u>, on file in the office of the Public Works Department as Document No. <u>B-12051</u>, as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner Water Group Job 961, Bid Number K-14-6019-DBB-3, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

AGREEMENT

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM AND LEGALITY
a	Jan I. Goldsmith, City Attorney
By Stepher Commen	By Ledo Le Jana, Ja.
Print Name:Stephen Samara Senior Contract Specialist	Print Name: Redro De Cara, Tr. Deputy City Attorney
Date: 1/9/2014	Date: 1/9/14
CONTRACTOR	
ву	
Print Name: DAVID SPINDLE	2
Title: CEO	
Date: 11/13/13	
City of San Diego License No.: 20/306	4035
State Contractor's License No.: 810564	

CONTRACT/AGREEMENT ATTACHMENTS

Premium Is For Contract Term And Is Subject To Adjustment Based On Final Contract Price EXECUTED IN TRIPLICATE BOND NO. 1001005914 PREMIUM: \$13,477.00

CONTRACT ATTACHMENT PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

PK MECHANICAL SYSTEMS, INC.	a corporation, as principal, and
U.S. SPECIALTY INSURANCE COMPANY ,	a corporation authorized to do
business in the State of California, as Surety, hereby obligate	
assigns, jointly and severally, to The City of San Diego a mu ONE MILLION TWO HUNDRED TWENTY ONE THOUSAND FOUR HUNDRED NINETY AND NO/100	micipal corporation in the sum of for the faithful performance of the
annexed contract, and in the sum SNE WHERE TWRETY ARER J.W.	NTY ONE THOUSAND FOUR the
benefit of laborers and materialmen designated below.	

Conditions:

If the Principal shall faithfully perform the annexed contract <u>Water Group Job 961</u>, Bid Number <u>K-14-6019-DBB-3</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.

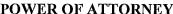
CONTRACT ATTACHMENT (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

The Surety shall pay reasonable attorney's fees should bond.	suit be brought to enforce the provisions of this
Dated NOVEMBER 12, 2013	
Approved as to Form and Legality	PK MECHANICAL SYSTEMS, INC.
	Principal By MG
	DAVID R. SPINDLER, CEO
	Printed Name of Person Signing for Principal
Jan I. Goldsmith, City Attorney By Lealie Rang A	U.S. SPECIALTY INSURANCE COMPANY
Deputy City Attorney	Surety
MARI	By May O. Latarola
MARI	CD. IATAROLA, Attorney-in-fact
Approved:	601 SOUTH FIGUEROA STREET, SUITE 1600
	Local Address of Surety
By States Canala	LOS ANGELES, CA 90017
Stephen Samara Senior Contract Specialist, Public Works	Local Address (City, State) of Surety
	310/649-0990
	Local Telephone No. of Surety
Premium la For Contract Term And ls Subject To Adjustment Based On Final Contract Price	Premium \$_13,477.00
Based On Final Contract Price	Bond No. 1001005914

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	١
County of SAN DIEGO	}}
On11/12/2013 before me,	GLENDA J. GARDNER, NOTARY PUBLIC Here Insert Name and Title of the Officer
personally appearedMARK D. IATA	Name(s) of Signer(s)
OFFICIAL SEAL. GLENDA J. GARDNER NOTARY PUBLIC-CALIFORNIA E COMM. NO. 2012529 SAN DIEGO COUNTY MY COMM. EXP. MARCH 16, 2017	who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(e) on the instrument the person(e), or the entity upon behalf of which the person(e) 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.
Place Notary Seal Above	Witness my hand and official seal. Signature Signature of Notary Public Signature of Notary Public
Description of Attached Document	v, it may prove valuable to persons relying on the document d reattachment of this form to another document.
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: MARK D. IATAROLA Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:	☐ Partner — ☐ Limited ☐ General
Signer Is Representing:	Signer Is Representing:





AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John G. Maloney, Mark D. Iatarola, Helen Maloney of Escondido, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed ______******Fifteen Million******

Dollars (\$ *15,000,000.00*)

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals









State of California

County of Los Angeles SS

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

VW45-

(Seal)

I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said-Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 12TH day of NOVEMBER 2013

Corporate Seals

Bond No. 1001005914 Agency No. 4013







Jeannie Lee, Assistant Secretary

Notary Public - California Los Angeles County My Comm. Expires Dec 8, 2016



CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE		
PROJECT TITLE: Water Group Job 961		
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-1 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;		
PK MECHANICAL SYSTEMS, TNC (Name under which business is conducted)		
has in place a drug-free workplace program that complies with said policy. I further certify that eac subcontract agreement for this project contains language which indicates the subcontractor's agreement tabide by the provisions of subdivisions a) through c) of the policy as outlined.		
Signed $\int \mathcal{L}$		
Printed Name DAVID SPINCER		
Title		

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION	
PROJECT TITLE:	Water Group Job 961
regarding the American With	iliar with the requirements of San Diego City Council Policy No. 100-4 Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, et", of the project specifications, and that;
PKn	Name under which business is conducted)
	m that complies with said policy. I further certify that each subcontract rains language which indicates the subcontractor's agreement to abide by outlined.
	Signed
	Printed Name DAVID SPINDLER
	Title CEO

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE:	Water Group Job 961
PK MECHANIC the requirements of City of Sa	perjury that I am authorized to make this certification on behalf of SYSTS, INC, as Contractor, that I am familiar with an Diego Municipal Code § 22.3224 regarding Contractor Standards as Section 7-13.4, ("Contractor Standards"), of the project specifications, and ith those requirements.
in value has completed a Pleds with City of San Diego Municip	Contractor's subcontractors whose subcontracts are greater than \$50,000 ge of Compliance attesting under penalty of perjury of having complied pal Code § 22.3224.
Dated this Day of	November, 2013.
	Signed
	Printed Name DAVID SPINDLER
	Title CEO

of

AFFIDAVIT OF DISPOSAL

WHEREAS, on the 13 DAY OF Novembee, 2013, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:			
Water Group Job 961 (Name of Project)			
as particularly described in said contract and identified as Bid No. <u>K-14-6019-DB-3</u> ; SAP No. (WBS/IO/CC); <u>B-12051</u> ; and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:			
NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)			
and that they have been disposed of according to all applicable laws and regulations.			
Dated this,			
by			
ATTEST:			
State of County of			
On this DAY OF, 2, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared known to me to be the Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.			
Notary Public in and for said County and State			

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SSP (Rev. July 2012)
Water Group Job 961

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

- 1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
- 2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

2-5.3.1 General. ADD the following:

For products for which an Approved Materials List (AML) is available, products listed in this AML shall be used.

A submittal review will be conducted on a case-by-case basis when:

- 1. The product type or category is not in the AML
- 2. The AML does not list at least two manufacturers of the product.
- 3. The material or manufacturer listed in the AML is no longer available

Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

All material submittals shall be accompanied by the City's CIP Submittal Form included in the Contract appendices.

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

Other adjacent City project is scheduled for construction for the same time period in the vicinity of Laurel Street between Front Street and Fifth Avenue. See Appendix "F" for approximate location. Coordinate the Work with the adjacent project(s) as listed below:

a) Water Group 945, Mahyar Navizi, Project Manager (619) 235-1978.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.6 Preapproved Materials. To the City Supplement. Add the following:

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

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

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) **no less than 15 Working Days prior to Bid due date** and on a City form when provided by the City.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

Do not work in the areas where there is currently a moratorium issued by the City for the 2015 Balboa Park Centennial Celebration. The areas subject to moratorium are listed here:

a) Front Street from West Maple Street to West Fir Street from December 1, 2014 to January 15, 2016

6-7.1 General. ADD the following:

The following must be included in the stipulated Contract Time:

- 1. For Water projects where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Contractor shall plan and schedule work accordingly. All shutdown request for water mains shall be submitted to Public Utilities System Operation by August 2014. Shutdown will take place during October 1st through May 30th only. No additional payment or working days will be granted for delays due to this moratorium.
- 2. 30 Working days for full depth asphalt final mil and resurfacing work required per SDG-107.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

- 1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- 2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

- 3. There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- 4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

- 1. You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
- 2. All costs of defense must be outside the limits of the policy.
- **Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

- **7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- **7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- **7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- **7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:
- 7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.
 - 1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
 - 2. Limits for this insurance must be not less than the following:

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

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

7-4.1.1 Waiver of Subrogation.

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

- **7-10.5.3 Steel Plate Covers.** Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 ³4".
- 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplements, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 203-BITUMINOUS MATERIALS

RUBBER POLYMER MODIFIED SLURRY (RPMS). RPMS shall be used on this contract.

SECTION 207 – PIPE

FUSIBLE NON-PRESSURE POLYVINYLCHOLORIDE PIPE. DELETE in its entirety.

SECTION 300 – EARTHWORK

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

SECTION 302 – ROADWAY SURFACING

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

302-3 Preparatory Repair Work.

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

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

302-3.1 Asphalt Patching.

- 1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
- 2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
- 3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
- 4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
- 5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
- 7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
- 8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 9. Base repairs shall not exceed 20% RAP in content.

302-3.2 Payment.

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

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

OPEN TRENCH OPERATIONS. To the City Supplements, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	location	306-1.9.2-1

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.7.2.2	Permits	306-1.9.2-2
306-1.7.2.3	Submittals	306-1.9.2-3
306-1.7.2.4	Trenchless Construction	306-1.9.2-4
306-1.7.2.5	Payment	306-1.9.2-5
306-1.7.3.6	Private Pump Installation	306-1.9.2-6
306-1.7.3.7	Payment	306-1.9.2-7

Basis of Payment for Open Trench Installations. ADD the following:

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

306-22 Pipe Fusion. DELETE in its entirety.

SECTION 705 – WATER DISCHARGES

- **705-2.6.1** General. Paragraph (3), CORRECT reference to Section 803 to read "Section 703."
- **Community Health and Safety Plan.** To the City Supplements, DELETE in its entirety and SUBSTITUTE with the following:
- **Community Health and Safety Plan.** See 703-2, "Community Health and Safety Plan."

SECTION 707 – RESOURCE DISCOVERIES

ADD:

Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared Notice of Categorical Exemption for Water Group Job 961, WBS No.12051, as referenced in the Contract Appendix. You must comply with all requirements of the Categorical Exemption Replacement or Reconstruction as set forth in the Contract Appendix [A].

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

SSP Appendices Water Group Job 961

APPENDIX A

Notice of Exemption

NOTICE OF EXEMPTION

	ICE OF EXEMPTION	N
(Check one or both) TO: X RECORDER/COUNTY CLERK P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422 OFFICE OF PLANNING AND RESEAR 1400 TENTH STREET, ROOM 121 SACRAMENTO, CA 95814		CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101
	PROJECT TITLE: Water G	roup Job 961
PROJECT LOCATION-SPECIFIC: The project is located six feet short of Nutmeg Street, within the Uptown of	d along Front Street exte	nding north from Fir Street to one hundred and
PROJECT LOCATION-CITY/COUNTY: San Diego/San	n Diego	
DESCRIPTION OF NATURE AND PURPOSE OF THE PRO- approximately 2942 linear feet of existing 16-inch comprovements include installation of new laterals, fit control. All work would occur within the developed	ast iron water main with ire hydrants and markers	16-inch poly vinyl chloride pipe. Associated curb ramps, street resurfacing and traffic
NAME OF PUBLIC AGENCY APPROVING PROJECT: C	ity of San Diego	
Name of Person or Agency Carrying Out Proj	Contact: Bobak I	Madgedi te 700 (MS 908A)
EXEMPT STATUS: (CHECK ONE) () MINISTERIAL (SEC. 21080(b)(1); 15268); () DECLARED EMERGENCY (SEC. 21080(b)(3); () EMERGENCY PROJECT (SEC. 21080(b)(4); (X) CATEGORICAL EXEMPTION: 15302(c) [RECORD CONTROL CONTR	3); 15269(a)); ; 15269 (b)(c)	TRUCTION]
REASONS WHY PROJECT IS EXEMPT: The City of Sar criteria set forth in the CEQA State Guidelines, Sect replacement of existing structures and facilities whe replaced, and will have substantially the same purpoexisting utility systems and/or facilities involving no Section 15300.2 would not apply.	tion 15302(c) [Replacem ere the new structure will ose and capacity as the st	ent or Reconstruction], which allows for the be located on the same site as the structure ructure replaced including replacement of
E. Shearer-Nguyen	Ĺ	619) 446-5369
IF FILED BY APPLICANT: 1. ATTACH CERTIFIED DOCUMENT OF EXEMPT 2. HAS A NOTICE OF EXEMPTION BEEN FILED () YES () NO	BY THE PUBLIC AGENCY	
IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIE	GO HAS DETERMINED TH	E ABOVE ACTIVITY TO BE EXEMPT FROM CEQA
SIGNATURE/TITLE CHECK ONE:		December 14, 2012 DATE
(X) SIGNED BY LEAD AGENCY () SIGNED BY APPLICANT	DATE RECEIVED	FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B

Fire Hydrant Meter Program

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

1. **PURPOSE**

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

2. **AUTHORITY**

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) **Vehicle Mounted Meters**: Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

- b) Floating Meters: Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
 - 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
 - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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	DI 55.27	April 21, 2000

7. FEE AND DEPOSIT SCHEDULES

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

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

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

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

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

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

Larry Gardner
Water Department Director

Tabs: 1. Fire Hydrant Meter Application

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

Distribution: DI Manual Holders



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

Application Date

(For Office Use Only)

	• •
NS REQ	FAC#
DATE	ВУ

METER SHOP (619) 527-7449

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Meter Information		Applica	tion Date		Request	ed Install	Date:	
Fire Hydrant Location: (Attach Detailed Map//Thom	cation or Constr		awing.) Zip:	· · · · · · · · · · · · · · · · · · ·	<u>T.B.</u>		G.B. (CITY USE)	
Specific Use of Water:								
Any Return to Sewer or Storm Drain, If so , explain:								
Estimated Duration of Meter Use:	7. C.					Check Bo	x if Recla	imed Water
Company Information								
Company Name:								
Mailing Address:								
City:	State:	Zi	p:		Phon	ne: ()	
*Business license#		*Conti	actor	license#				
A Copy of the Contractor's license OR B	usiness Lice	nse is requir	ed at t	ne time of	meter	issuan	ce.	
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)					Phon	ie: ()	
Site Contact Name and Title:					Phon	ie: ()	
Responsible Party Name:					Title:			
Cal ID#					Phon	ie: ()	
Signature:		Da	te:					
Guarantees Payment of all Charges Resulting from the use	of this Meter. <u>Ins</u> t	ures that employe	es of this (Organization u	nderstand	the proper	use of Fir	e Hydrant Meter
		* 43						
Fire Hydrant Meter Removal	Request		Req	uested Rer	noval D	ate:		
Provide Current Meter Location if Different from Abo	ove:			,				
Signature:		·	Title:				Date:	
Phone: ()		Pager:	()				
City Makey							**************************************	

	City Meter	Private Meter					
Contract Acct #:			Deposit Amount: \$ 936.00 Fees Amount: \$ 62.00				
Met	er Serial #		Meter Size: 05	Meter Make and Style: 6-7			
Bacl	kflow#		Backflow Size:	Backflow Make and Style:			
Nam	ne:		Signature:	Date:			

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

Auto Detailing

Backfilling

Combination Cleaners (Vactors)

Compaction

Concrete Cutters

Construction Trailers

Cross Connection Testing

Dust Control

Flushing Water Mains

Hydro Blasting

Hydro Seeing

Irrigation (for establishing irrigation only; not continuing irrigation)

Mixing Concrete

Mobile Car Washing

Special Events

Street Sweeping

Water Tanks

Water Trucks

Window Washing

Note:

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

Date							
Name of Responsible Party Company Name and Address Account Number:							
Subject: Discontinuation of Fire Hydrant Meter Service							
Dear Water Department Customer:							
The authorization for use of Fire Hydrant Meter #							
City of San Diego Water Department Attention: Meter Services 2797 Caminito Chollas San Diego, CA 92105-5097							
Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619)							
·							
Sincerely,							
Water Department							



Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D

Sample City Invoice

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:							
Project	Project Name:							Contractor's Address:					
Work Order No or Job Order No.													
City Pu								Contractor's Phone #: Invoice No.					
	nt Engineer (RE):					Contracto	or's Fax #:			Invoice Date:			
RE Pho	me#•	RE Fax#:				Contact N	Jamas		Billing P	oriod:	uis d.		
		ке гал.	Contra	ct Authorizati	on		Estimate	This E	stimate	Totals t	o Date		
Item #	Item Description	Unit	Qty	Price	Extension		Amount			% / QTY	Amount		
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00	707 Q 1 1	mount	707 QII	1 IIII O UII C	707 Q11	Timount		
	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00								
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00								
					·								
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00								
5	Demo	LS	1	\$14,000.00	\$14,000.00								
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00								
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00								
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00								
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00								
10	Bonds	LS	1	\$16,000.00	\$16,000.00								
11	Field Orders	AL	1	80,000	\$80,000.00								
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00								
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00								
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00								
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00								
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00								
	CHANGE ORDERS												
Change	Order 1	4,890											
Items 1	-4				\$11,250.00								
Item 5-	Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)								
	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								
	Order 3 (Close Out)	-121,500		7 00.00	(ha < 500 00)								
	Deduct Bid Item 3 Deduct Bid Item 4	LS	53	-500.00 45,000.00	(\$26,500.00) (\$45,000.00)								
Item 2		LS	-1 1	-50,500.00	(\$45,000.00)								
Items 3	-9		1	-30,300.00	(\$30,300.00)			Total					
\$	SUMMARY							This	\$ -	Total Billed	\$0.00		
A. Orig	rinal Contract Amount						Ref	ention and	d/or Escr	ow Payment Sche	dule		
	roved Change Order 1 Thru 3									this billing			
										PO or in Escrow			
C. Total Authorized Amount (A+B)										Transfer in Escrow			
D. Total Billed to Date											•		
	Total Retention (5% of D)						Amt to Re	iease to Co	ontractor f	rom PO/Escrow:			
	Total Previous Payments					Comtess	C! 4	a 1 D :					
	ment Due Less Retention					Contracto	or Signatu	re and Dat	te:	-			
H. Ren	naining Authorized Amount	1						L					

APPENDIX E

Location Map

WATER GROUP 961

SENIOR ENGINEER LUIS SCHAAR (619) 533-7492

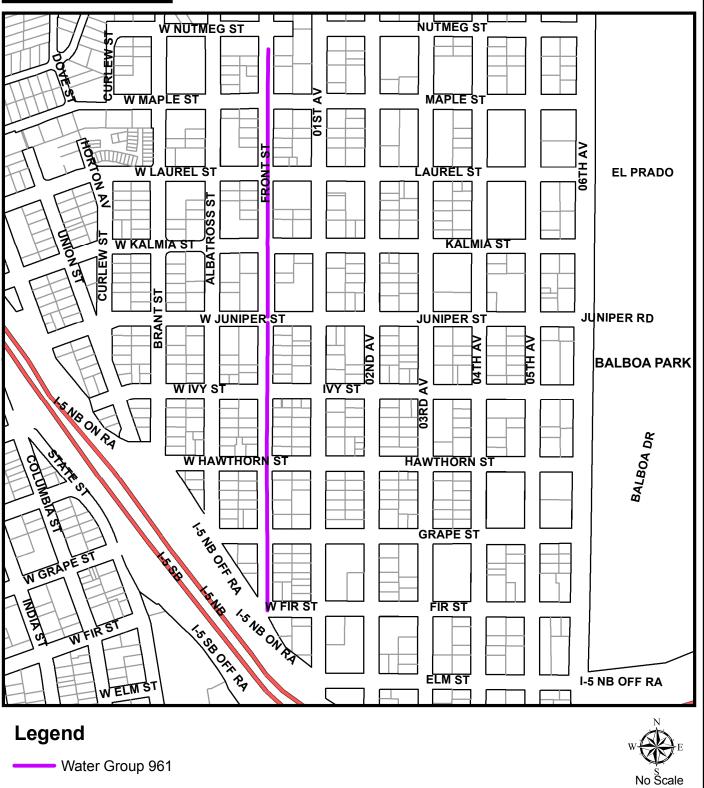
PROJECT ENGINEER **BOBAK MADGEDI** (619) 533-5241

PROJECT MANAGER LAILA NASRAWI (619) 533-4619

CONSTRUCTION PROJECT INFORMATION LINE 619-533-4207



Division Name - Right of Way



COMMUNITY NAME: UPTOWN Appendix E - Location Map / Water Group Job 961

Date: JUNE 24, 2013

COUNCIL DISTRICT: 2

APPENDIX F

Adjacent Projects

Water Group 945



Mahyar Navizi

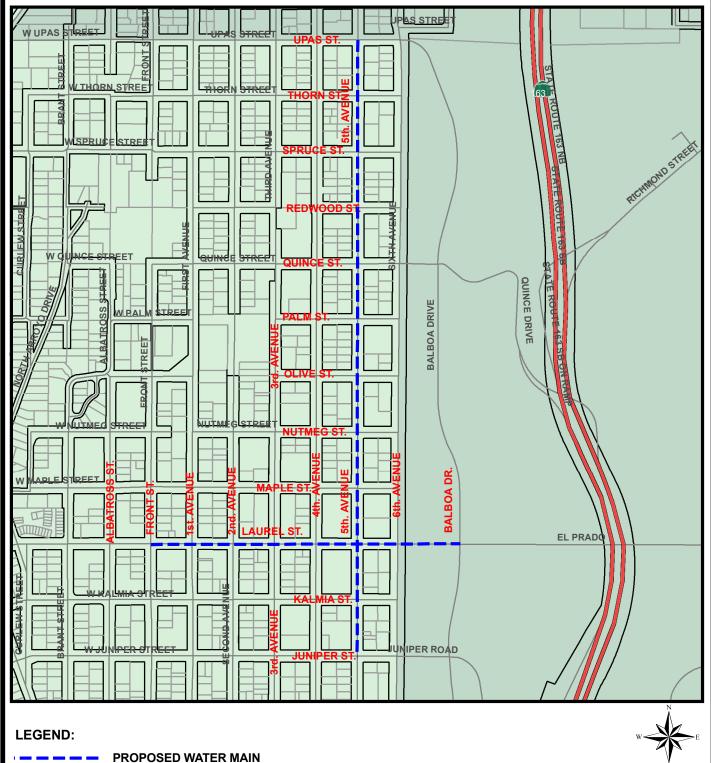
(619)235-1978

PROJECT MANAGER Luis Schaar (619)533-4641

PUBLIC INFORMATION OFFICER (619)533-4207







COMMUNITY NAME: Uptown and Balboa Park

COUNCIL DISTRICT: 2 & 3 SanGIS

No Scale

APPENDIX G

Hydrostatic Discharge Form

<u>APPENDIX</u>

Hydrostatic Discharge Requirements Certification (Discharge Events < 500,000 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. 2002-0020, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.swrcb.ca.gov/rwqcb9/board_decisions/adopted_orders/2002/2002_0020.shtml), and as follows:

Discharged water has been dechlorinated to below 0.1 (mg/l) level; and effluent has been maintained between 6 and 9 (PH) based on:								ge within le limits?	Comment	
Event #	Discharge Date & Amount (GAL)	Discharge Time	Meter Readings (at source)	Test Results (Chlorine / PH)	Name of Personnel Conducting Tests (print)	*signature of personnel	yes	no		
	Date	Start:	Start:							
	Amt:	End:	End:							
	Date	Start:	Start:							
	Amt:	End:	End:							
	Date	Start:	Start:							
	Amt:	End:	End:							
	Date	Start:	Start:							
	Amt:	End:	End:							
	Date	Start:	Start:							
	Amt:	End:	End:							
	Date	Start:	Start:							
	Amt:	End:	End:							
	Date	Start:	Start:							
	Amt:	End:	End:							
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	Date	Start:	Start:							
	Amt:	End:	End:							
	Date	Start:	Start:							
	Amt:	End:	End:							
	Date	Start:	Start:							
	Amt:	End:	End:							
	Date	Start:	Start:							
	Amt:	End:	End:							
	Date	Start:	Start:							
	Amt:	End:	End:							
	igning, I certify that all c	of the statements and	conditions for hydros	static discharge event	s are correct. Work Order No.(s):					
Have ar	ave any thresholds have been exceeded? Per Order No. 2002-0020, would this be a reportable discharge and must be reported within 24 hours of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which is ceeds any effluent limit]									

APPENDIX H CIP Product Submittal Form



CIP Product Submittal Form

Contractor Name:				
Project Name:				
SAP No. (WBS/IO/CC):				
Drawing Number:				
Resident Engineer Name:				
Submittal Number:				
List name, type, purpose and qua	antity of product	to be used (in	nclude mod	del number if applicable).:
List location on job product is to	be used (Specify	v locations, s	heets, statio	ons, as applicable).:
Does this product deviate from the	ne standards?	Yes	☐ No	If yes, explain how it deviates.

	Reference Specifi	cation Numbe	er(s)	Independent Certified Lab Provided?						
						Yes		No		
Special Provisions										
Whitebook										
Greenbook										
ASTM										
AWWA										
Other										
Other										
What standards govern required by the contract submit to the AML community. Certified or authorized l	t documents, AST mittee for conside	M or Manufa	acturer. (Note: No	ew proc	esses w				
Has this product been us	sed on City of San If yes, list project		ts for this	s type of	applica	tion?				
Has this product been us If yes, provide details (N			_		☐ Y	_	□ No			

City Response:		
☐ NO EXCEPTION TAKEN	REJECTED	SUBMIT SPECIFIED ITEM
MAKE CORRECTIONS NOTED	REVISE AND RESUBMIT	SUBMIT TO AML COMMITTEE FOR CONSIDERATION
CITY PROJECT MANAGER	CITY RES	SIDENT ENGINEER
By:	By:	
Name:	Name:	
Date:	Date:	

City of San Diego

CITY CONTACT: <u>Damian Singleton - Contract Specialist</u>, <u>Email</u>: <u>DSingleton@sandiego.gov</u>

Phone No. (619) 533-3482, Fax No. (619) 533-3633

ADDENDUM "A"

FOR



WATER GROUP JOB 961

BID NO.:	K-14-6019-DBB-3
SAP NO. (WBS/IO/CC):	B-12051
CLIENT DEPARTMENT:	2011/2013
COUNCIL DISTRICT:	2
PROJECT TYPE:	JA/KB

BID DUE DATE:

2:00 PM
OCTOBER 22, 2013
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

B. VOLUME 1

- 1. To Notice Inviting Bids, item 7 "Construction Cost", page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 7. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is \$1,322,000.00.

C. VOLUME 2

1. To Bidding Documents, Proposal (BID), pages 10 through 15, **DELETE** in their entirety and **SUBSTITUTE** with pages 4 of 9 through 9 of 9 of this Addendum.

Tony Heinrichs, Director Public Works Department

Dated: September 20, 2013

San Diego, California

TH/ar/ds/ld/rir

PROPOSAL (BID)

The Bidder agrees to the construction of **WATER GROUP JOB 961**, 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	524126	2-4.1	Bonds (Payment and Performance)		\$
2	1	EA	541214	3-3.2.2.1	Certified Payroll	\$	\$
3	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions		\$
4	1	LS	237310	7-10.2.6	Traffic Control		\$
5	1	AL	237310	7-10.2.6	Portable Changeable Message Signs (PCMS) - Type I		\$2,000.00
6	1	LS	237110	9-3.4.1	Mobilization		\$
7	1	AL		9-3.5	Field Orders - Type II		\$88,820.00
8	3	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$	\$
9	5	EA	237310	301-1.7	Adjusting Existing Manhole Frame & Cover to Grade	\$	\$
10	8500	SF	237310	302-1.12	Cold Mill AC Pavement (>1 1/2"-3")	\$	\$
11	20	TON	237310	302-3.2	Asphalt Pavement Repair	\$	\$
12	500	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
13	325	TON	237310	302-5.9	11/2 Inch Asphalt Concrete Overlay and Striping	\$	\$
14	122200	SF	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II and Stripping	\$	\$
15	30	LB	237310	302-14.5	Crack Seal	\$	\$
16	18	CY	237310	302-6.8	Concrete Pavement	\$	\$
17	4004	SY	237310	302-7.4	Engineering Pavement Mat	\$	\$
18	7	EA	237310	303-5.10.2	Curb Ramp Type A with Stainless Steel Detectable Warning Tiles	\$	\$
19	1	EA	237310	303-5.10.2	Curb Ramp Type C-2 with Stainless Steel Detectable Warning Tiles	\$	\$
20	1	LS	237110	306-1.1.6	Trench Shoring		\$
21	350	CY	237110	306-1.2.1.1	Additional Bedding	\$	\$
22	150	TON	237310	306-1.5.1	Temporary Resurfacing	\$	\$
23	300	TON	237110	306-1.6	Imported Backfill	\$	\$
24	120	LF	237110	306-1.6	12-Inch Water Main, Class 305	\$	\$
25	2942	LF	237110	306-1.6	16-Inch Water Main, Class305	\$	\$
26	5	EA	237110	306-1.6	Thrust Blocks for 16-inch	\$	\$
27	40	CY	237310	300-1.4	Additional Pavement Removal and Disposal	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
28	3	EA	237110	306-1.6	4-Inch Fire Service Connection	\$	\$
29	1	EA	237110	306-1.6	6-Inch Fire Service Connection	\$	\$
30	8	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly & Marker-3 Port	\$	\$
31	1	EA	237110	306-1.6	6-Inch New Fire Hydrant Assembly & Marker-3 Port	\$	\$
32	6	EA	237110	306-1.6	16-Inch Butterfly Valve Class 250B with Resiliant Seal	\$	\$
33	3	EA	237110	306-1.6	12-Inch Gate Valve Class 250B	\$	\$
34	42	EA	237110	306-14.1	1- Inch Water Service	\$	\$
35	10	EA	237110	306-14.1	1-Inch Water Service Transfer	\$	\$
36	10	EA	237110	306-14.1	2-Inch Water Service Transfer	\$	\$
37	15	EA	237110	306-14.1	2- Inch Water Service	\$	\$
38	1	EA	237110	306-5.3	Removal of Abandonment of Existing Water Facilities	\$	\$
39	1	EA	237110	306-18	4-Inch Blowoff Valve Assembly	\$	\$
40	1	EA	237110	306-19	2-Inch Air & Vacuum Valve, Class 250	\$	\$
41	1	LS	237110	600-1.2.1.3	High-lining Removal by the Contractor		\$
42	500	SF	237110	600-1.3.1.5	Pavement Restoration for City Forces Final Connection	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
43	1	LS	237110	600-1.3.1.5	Contractor Furnished Materials for City Forces Connection and Cut In Valves for Main 16-inch and Larger		\$
44	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$
45	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation		\$
46	800	LF	237110	708-6	Handling and Disposal of Non-friable Asbestos Material \$		\$
47	100	LF	237310	303-5.9	Additional Curb and Gutter \$		\$
48	200	SF	237310	303-5.9	Additional Sidewalk Removal and Replacement \$		\$
49	6	EA	237310	303-5.10.2	Curb Ramp Type B with Stainless Steel Detectable Warning Tiles \$		\$
50	3	EA	237310	306-5.3	Removal of Abandonment Water Meter Boxes \$		\$
	ESTIMATED TOTAL BASE BID:				\$		
					ALTERNATE A		
1	1	LS	237110	600-1.2.2.10	High-lining by the Contractor		\$
2	-1	LS	237110	600-1.2.1.3	High-lining Removal by the Contractor (Base Bid Item 41)		\$
ESTIMATED TOTAL ALTERNATE A:					\$		

Item	Quantity	Unit	NAICS	Payment Reference		Description	Unit Price
					ALTERNATE B		
1	7	EA	237110	600-1.4.9	Cut, Plug and Removal of existing Water System by City Forces	\$	\$
2	2	EA	237110	306-1.6	Cut in 16-Inch Butterfly Valves	\$	\$
3	-1	LS	237110	600-1.3.1.5	Contractor Furnished Materials for City Forces Connection and Cut In Work for Main 16-inch and Larger (Base Bid Item 43).		\$
4	-500	SF	237110	600-1.3.1.5	Pavement Restoration for City Forces Final Connection (Base Bid Item 42)	\$	\$
ESTIMATED TOTAL ALTERNATE B:						\$	
	ESTIMATED TOTAL BASE BID PLUS ALTERNATE A PLUS ALTERNATE B:						\$

September 20, 2013 Water Group Job 961

NOTES:

- A. The City shall determine the low Bid based on the Base Bid plus the following Alternates: **A and B**.
- 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.

City of San Diego

CONTRACTOR'S NAME: PK Mechanical Systems, Inc.

ADDRESS: 21305 Bundy Canyon Rd., Wildomak, CA. 92595

TELEPHONE NO.: 951-245-5537 FAX NO.: 951-226-1171

CITY CONTACT: Damian Singleton - Contract Specialist, Email: DSingleton@sandiego.gov

Phone No. (619) 533-3482, Fax No. (619) 533-3633

LNasrawi/AReyes/LAD

CONTRACT DOCUMENTS



FOR

WATER GROUP JOB 961

VOLUME 2 OF 2

BID NO.:	K-14-6019-DBB-3	
SAP NO. (WBS/IO/CC):	B-12051	
CLIENT DEPARTMENT:	2011/2013	
COUNCIL DISTRICT:	2	
PROJECT TYPE:	JA/KB	Toolby S' County County County

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

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

TABLE OF CONTENTS

Volume 2 - Bidding Documents

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

1.	Bid/Proposal	. 3
2.	Bid Bond	. 6
3.	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	. 7
4.	Contractors Certification of Pending Actions	. 8
5.	Equal Benefits Ordinance Certification of Compliance	. 9
6.	Proposal (Bid)	10
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PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted		
(2) Signature (Given and surname) of proprietor	·	NAMES OF THE OWNER
(3) Place of Business (Street & Number)		
(4) City and State	*	Zip Code
(5) Telephone No.	Facsimile No	
(6) Email Address		

IF A P	ARTNERSHIP, SIGN HERE:
(1)	Name under which business is conducted
(2)	Name of each member of partnership, indicate character of each partner, general or special (limited):
(3)	Signature (Note: Signature must be made by a general partner)
	Full Name and Character of partner
(4)	Place of Business (Street & Number)
(5)	City and State Zip Code
(6)	Telephone No Facsimile No
(7)	Email Address
IF A C	ORPORATION, SIGN HERE:
(1)	Name under which business is conducted PK Mechanical Systems, INC
(2)	Signature, with official title of officer authorized to sign for the corporation:
	(Signature)
	David Spindler (Printed Name)
	Chief Executive Officer (Title of Officer)
Dianoso	(Impress Corporate Seal Here)
	Incorporated under the laws of the State of California
	Place of Business (Street & Number) 21335 Bundy Canyon Road
(5)	City and State Wildomar, CA Zip Code 92595

(6) Telephone No	(951) 2-	45-5537	Facsimile No.	(951)	226-117
(7) Email Address					

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

LICENSE CLASSIFICATION A

LICENSE NO. 810564 EXPIRES 07 31 14

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

E-Mail Address: dSpin @ wildblue, net

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 D. C Title CEO of PK Mechanical Systems, Inc.

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 22 DAY OF October, 2013

Notary Public in and for the County of Riverside, State of California

(NOTARIAL SEAL)

BID BOND

WMOW ALL MENDY THEORY	מתו במוצג ושום	*		
KNOW ALL MEN BY THESE I				
That PK MECHANICAL SYSTEM				as Principal, and
U.S. SPECIALTY INSURAN				as Surety, are
held and firmly bound unto The OF THE TOTAL BID AMOU bind ourselves, our heirs, execu firmly by these presents.	NT for the payme	ent of which sun	n, well and truly	to be made, we
WHEREAS, said Principal has under the bidding schedule(s) of				WORK required
WATER GROUP JOB 961, K-14-6	019-DBB-3			
NOW THEREFORE, if said Pri and in the manner required in the of agreement bound with said C and furnishes the required Perfo and void, otherwise it shall remain by said OWNER and OWNER as such suit, including a reasonable	e "Notice Inviting I ontract Documents rmance Bond and n in full force and prevails, said Suret	Bids" enters into s, furnishes the r Payment Bond, effect. In the ev y shall pay all co	a written Agreen equired certificat then this obligati ent suit is brough osts incurred by	nent on the form tes of insurance, ion shall be null it upon this bond
SIGNED AND SEALED, this	1ST	day of	OCTOBER	, 2013
PK MECHANICAL SYSTEMS, INC.	(SEAL)	U.S. SPECIAL	TY INSURANCE	COMPANY (SEAL)
(Principal)			(Surety)	
By: Da-		Bv: N	lavo. of	atarolo
(Signature)			(Signature	;)
DAVID R. SPINDLER, CEO			. IATAROLA, ATT	ORNEY-IN-FACT
(SEAL AND NOTARIAL ACK)	OWLEDGEMEN	T OF SURETY)		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	ì
County of SAN DIEGO	}
On 10/01/2013 before me,	GLENDA J. GARDNER, NOTARY PUBLIC Here Insert Name and Title of the Officer
personally appeared MARK D. IATAR	ROLA Name(s) of Signer(s)
	Name(s) of Signer(s)
OFFICIAL SEAL	who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) is/are subscribed to the within instrument and acknowledged to me that he/ehe/they executed the same in his/her/their authorized capacity(iee), and that by his/her/their signature(e) on the instrument the person(e), or the entity upon behalf of which the person(e) acted, executed the instrument.
GLENDA J. GARDNER NOTARY PUBLIC-CALIFORNIA B COMM. NO. 2012529 SAN DIEGO COUNTY MY COMM. EXP. MARCH 16, 2017	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Place Notary Seal Above	Witness my hand and official seal. Signature Signature of Notary Public Cara
OP	TIONAL
Though the information below is not required by law, and could prevent fraudulent removal and	it may prove valuable to persons relying on the document reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document: BID BOND	er selletan S. Co. I
Document Date: 10/01/2013	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: MARK D. IATAROLA Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	☐ Partner — ☐ Limited ☐ General







POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John G. Maloney, Mark D. Iatarola, Helen Maloney of Escondido, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed

******Fifteen Million******

Dollars (\$ *15,000,000.00*).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals







Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature

V.MAS-

(Seal)

V. WRIGHT
Commission # 1898319
Notary Public California
Los Angeles County
My Coinm. Expires Dec 8, 2016

I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full-force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1ST day

Corporate Seals

Bond No. ---Agency No. 4013







Jeannie Lee, Assistant Secretary



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

State of California)
County of Riverside) ss.
David Spindler, being first duly sworn, deposes and
says that he or she is Chief Executive Officer 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: D-C
Title: Chief Executive Officer
Title: Chief Executive Officer
Subscribed and sworn to before me this 22 day of October 20 13
Ala Deland
Notary Public
KARISSA M. DEL GADO
(SEAL) COMM #1988688 Notary Public - California Riverside County My Comm. Expires Aug. 20, 2016
(SEAL) My Comm. Expires Aug. 20, 2016

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 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

A

DATE OF	action tak	en and the applicable da	tes is as follow	vs: Status	RESOLUTION/REMEDIAL
CLAIM	LOCATION	DESCRIPTION OF CLAIM	(Y/N)	SIATUS	ACTION TAKEN
					The same of the sa
					THE RESIDENCE OF THE PERSON OF
					de anno esta a consensa de consensa de la consensa
- 1					Chief Executive Off 10/22/13

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

COMPANY INFORMATION
Company Name: PK Mechanical Systems, Inc. Contact Name: David Spindler
Company Address: 21335 Bundy Canyon Rd. Contact Phone: 951-246-5537
Wildomar, CA. 92595 Contact Email: Aspin@ Wildblue.
CONTRACT INFORMATION
Contract Title: Water Greoup Job 961 Start Date: Dec. 20
Contract Number (if no number, state location): K-14-1019-DBB-3 End Date: June 2014
SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS
The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintai equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:
Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
Contractor shall submit EBO Certification of Compliance, signed under penalty of perjury, prior to award of contract.
NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.
CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION
Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.
I affirm compliance with the EBO because my firm (contractor must select one reason):
Provides equal benefits to spouses and domestic partners.
Provides no benefits to spouses or domestic partners.
☐ Has no employees.
Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.
It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]
Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my find understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract pay a cash equivalent if authorized by the City.
David Spindler 10/22/13
Name/Title of Signatory Signature Date
FOR OFFICIAL CITY USE ONLY

□ Approved

□ Not Approved – Reason:

rev 02/15/2011

EBO Analyst:

Receipt Date:

PROPOSAL (BID)

The Bidder agrees to the construction of WATER GROUP JOB 961, 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	524126	2-4.1	Bonds (Payment and Performance)		\$ 20,000
2	1	EA	541214	3-3.2.2.1	Certified Payroll	\$	s 2,500
3	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions		s 1,000
4	1	LS	237310	7-10.2.6	Traffic Control		s 20,000
5	1	AL	237310	7-10.2.6	Portable Changeable Message Signs (PCMS) - Type I		\$2,000.00
6	1	LS	237110	9-3.4.1	Mobilization		\$ 38,145
7	1	AL		9-3.5	Field Orders - Type II		\$88,820.00
8	3	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	s 200	s 4000
9	5	EA	237310	301-1.7	Adjusting Existing Manhole Frame & Cover to Grade	s 360	s 900
10	8500	SF	237310	302-1.12	Cold Mill AC Pavement (>1 1/2"-3")	s .55	s 41675
11	20	TON	237310	302-3.2	Asphalt Pavement Repair	s 220	\$ 4,400
12	500	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	s 1.50	s 750

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
13	325	TON	237310	302-5.9	11/2 Inch Asphalt Concrete Overlay and Striping	s 100	s 32,300
14	122200	SF	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II and Stripping	s ,53	s 64,766
15	30	LB	237310	302-14.5	Crack Seal	s Z0	s 600
16	18	CY	237310	302-6.8	Concrete Pavement	s 300	\$ 5,400
17	4004	SY	237310	302-7.4	Engineering Pavement Mat	\$ 3,50	\$ 14,014
18	7	EA	237310	303-5.10.2	Curb Ramp Type A with Stainless Steel Detectable Warning Tiles	\$ 2,500	s 17,500
19	1	EA	237310	303-5.10.2	Curb Ramp Type C-2 with Stainless Steel Detectable Warning Tiles	s 2,500	\$ 2,500
20	1	LS	237110	306-1.1.6	Trench Shoring		s 15,000
21	350	CY	237110	306-1.2.1.1	Additional Bedding	s 30	s 10,500
22	150	TON	237310	306-1.5.1	Temporary Resurfacing	s 120	s 18,000
23	300	TON	237110	306-1.6	Imported Backfill	s 25	s 7,500
24	120	LF	237110	306-1.6	12-Inch Water Main, Class 305	s 105	\$ 12,600
25	2942	LF	237110	306-1.6	16-Inch Water Main, Class305	s 125	\$ 367,750
26	5	EA	237110	306-1.6	Thrust Blocks for 16-inch	s 1,000	s 5,000
27	40	CY	237310	300-1.4	Additional Pavement Removal and Disposal	s 50	s 2,000

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
28	3	EA	237110	306-1.6	4-Inch Fire Service Connection	s 6,500	s 19,500
29	1	EA	237110	306-1.6	6-Inch Fire Service Connection	s 7,000	s 7,000
30	8	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly & Marker-3 Port	\$ 7,030	s 56,000
31	1	EA	237110	306-1.6	6-Inch New Fire Hydrant Assembly & Marker-3 Port	s 7,000	s 7,008
32	6	EA	237110	306-1.6	16-Inch Butterfly Valve Class 250B with Resiliant Seal	s 3,500	s 21,000
33	3	EA	237110	306-1.6	12-Inch Gate Valve Class 250B	s 3,000	\$ 9,006
34	42	EA	237110	306-14.1	1- Inch Water Service	s 2,500	\$ 105,000
35	10	EA	237110	306-14.1	1-Inch Water Service Transfer	\$ 1,500	s 151000
36	10	EA	237110	306-14.1	2-Inch Water Service Transfer	s 1,500	\$ 15,000
37	15	EA	237110	306-14.1	2- Inch Water Service	s 5,000	\$75,000
38	1	EA	237110	306-5,3	Removal of Abandonment of Existing Water Facilities	s 3,000	s 12,000
39	1	EA	237110	306-18	4-Inch Blowoff Valve Assembly	s 5,000	s 5,000
40	1	EA	237110	306-19	2-Inch Air & Vacuum Valve, Class 250	s 4,000	\$ 4,000
41	1	LS	237110	600-1.2.1.3	High-lining Removal by the Contractor		\$ 15,000
42	500	SF	237110	600-1.3.1.5	Pavement Restoration for City Forces Final Connection	s 30	s 15,000

3,000 CW

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
43	1	LS	237110	600-1.3.1.5	Contractor Furnished Materials for City Forces Connection and Cut In Valves for Main 16-inch and Larger		\$ 7,500	
44	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$ 1,000	
45	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation		\$ 10,000	
46	800	LF	237110	708-6	Handling and Disposal of Non-friable Asbestos Material	\$ 12	\$ 16+540	9,60
47	100	LF	237310	303-5.9	Additional Curb and Gutter	\$ 40	\$ 41000	
48	200	SF	237310	303-5.9	Additional Sidewalk Removal and Replacement	\$ 8	\$ 1,600	
49	6	EA	237310	303-5.10.2	Curb Ramp Type B with Stainless Steel Detectable Warning Tiles	s 2,500	\$ 15,000	
50	3	EA	237310	306-5.3	Removal of Abandonment Water Meter Boxes	\$ 250	s 750	
					ESTIMATE	D TOTAL BASE BID:	s-1,190,750	
					ALTERNATE A		1,180,990 !	so en
1	1	LS	237110	600-1.2.2.10	High-lining by the Contractor		\$ 40,000	
2	-1	LS	237110	600-1.2.1.3	High-lining Removal by the Contractor (Base Bid Item 41)		s - 15,000	
		it.			ESTIMATED TO	ΓAL ALTERNATE A:	s 25,000	

September 20, 2013 Water Group Job 961

Quantity	Unit	NAICS		Unit Price				
ALTERNATE B								
7	EA	237110	600-1.4.9	Cut, Plug and Removal of existing Water System by City Forces	s 4,000	s 28,000		
2	EA	237110	306-1.6	Cut in 16-Inch Butterfly Valves	s 5,000	s 10,000		
-1	LS	237110	600-1.3.1.5	Contractor Furnished Materials for City Forces Connection and Cut In Work for Main 16-inch and Larger (Base Bid Item 43).		s -7500		
-500	SF	237110	600-1.3.1.5	Pavement Restoration for City Forces Final Connection (Base Bid Item 42)	s 30	s - 15,000		
				ESTIMATED TO	OTAL ALTERNATE B:	s 15,500		
			ESTIMATED '	TOTAL BASE BID PLUS ALTERNATE A I	PLUS ALTERNATE B:	s.1231250		
	7 2 -1	7 EA 2 EA -1 LS	7 EA 237110 2 EA 237110 -1 LS 237110 -500 SF 237110	7 EA 237110 600-1.4.9 2 EA 237110 306-1.6 -1 LS 237110 600-1.3.1.5 -500 SF 237110 600-1.3.1.5	ALTERNATE B 7 EA 237110 600-1.4.9 Cut, Plug and Removal of existing Water System by City Forces 2 EA 237110 306-1.6 Cut in 16-Inch Butterfly Valves -1 LS 237110 600-1.3.1.5 Contractor Furnished Materials for City Forces Connection and Cut In Work for Main 16-inch and Larger (Base Bid Item 43). -500 SF 237110 600-1.3.1.5 Pavement Restoration for City Forces Final Connection (Base Bid Item 42) ESTIMATED TO	ALTERNATE B 7 EA 237110 600-1.4.9 Cut, Plug and Removal of existing Water System by City Forces \$ 41000 2 EA 237110 306-1.6 Cut in 16-Inch Butterfly Valves \$ 51000 -1 LS 237110 600-1.3.1.5 Contractor Furnished Materials for City Forces Connection and Cut In Work for Main 16-inch and Larger (Base Bid Item 43).		

September 20, 2013 Water Group Job 961

ADDENDUM "A"

TOTAL BID PRICE FOR BID (Items 1 through 50 items, Alternate A, items 1 through 2 and Alternate B, items 1 through 4, inclusive)
One million two hundred thirty one thousand two hundred fift
The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being non-responsive. The following addenda have been received and are acknowledged in this bid: A
The names of all persons interested in the foregoing proposal as principals are as follows:
David Spindler, Chief Executive Officer
IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.
Bidder: David Spindler, Chief Executive Officer of PK Mechanical Systems, INC.
Title: Chief Executive Officer
Business Address: 21335 Bundy Canyon Road
Place of Business: Wildomar, CA. 92595
Place of Residence: Same
Signature:

NOTES:

- A. The City shall determine the low Bid based on the Base Bid plus the following Alternates: A and B.
- 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.
- 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.

LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
Name: J. Cloud, INC. Address: 2094 Willow Glen Drive City: El Cajon State: CA Zip: 92019 Phone: 619-593-9020	Consteudore	Trucking	\$ 23,660	SLBE MBE	City	
Name: Seal Right Paving Address: PD Box 2753 City: Spring Valley State: CA Zip: 91979 Phone: 619-465-7411	Constructor	Paving	\$186,915.35	SUBE	city	
Name: CROST EQUIPMENT INC. Address: 161 Scottford Drive City: El Cajon State: CA Zip: 92027 Phone: 6619-114-3061	Constauctor	CURBRAMES OWEB EIGHTUR	\$36,850	DBE WBE UDBE SUBE PUC WBE	city	

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):

in appropriate, Dieter board monthly out-of-material	one or me rone wime	and bright morado a raine proof of torribodition (enterprise	one, one mid he
Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

2 As appropriate. Ridder shall indicate if Subcontractor is certified by:

As appropriate, bidder shall indicate it subcontractor is t	ceruned 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.

Form Title:

LIST OF SUBCONTRACTORS

Form Number: AA35

Water Group Job 961

(Rev. July 2012)

LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
Name: LSI Road Makking Address: POBOX 2426 City: Fl Cajon State: CA Zip: 92021 Phone: 619-443-7755	Constructore	steipping	\$3,738	SLBE/ EIBE	City	
Name: G. Scott Asphalt INC. Address: 358 Tzousdale Deive City: Chuia Vista State: (A Zip: 91910 Phone: 619 - 420-1854	Constautor	Sluery	\$51,896	SUBE	city	
Name: Address: City: State: Zip: Phone:						

Certified Disabled Veteran Business Enterprise Certified Disadvantaged Business Enterprise DBE DVBE Other Business Enterprise OBE Certified Emerging Local Business Enterprise ELBE Small Disadvantaged Business SDB Certified Small Local Business Enterprise SLBE Woman-Owned Small Business WoSB **HUBZone Business** HUBZone Service-Disabled Veteran Owned Small Business **SDVOSB** 0 As appropriate, Bidder shall indicate if Subcontractor is certified by: CITY State of California Department of Transportation CALTRANS City of San Diego 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 CA U.S. Small Business Administration SBA State of California

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

Form Title:

LIST OF SUBCONTRACTORS

Form Number: AA35

Water Group Job 961

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, at a minimum, shall have the name, locations (City) and the DOLLAR VALUE of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed DOLLAR VALUE, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed DOLLAR VALUE, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed DOLLAR VALUE for purposes of calculating the subcontractor participation percentages.

NAME, AL	OF VENDOR/SUPPLIER Supplier	MATERIALS OR SUPPLIES	OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Address (estern Water Wocks Co 201 Front St. Cajon State: CA 20 Phone: 909-597-7000	Materials	\$352,173.68	yes	No	SLBE	City
Name: Address: City: Zip:	State:Phone:						
Name: Address: City: Zip:_	State:Phone:						

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

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

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

Form Title:

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

Form Number: AA40

Water Group Job 961

(Rev. July 2012)

* ANY Subconteactors to be used on BIDDING DOCUMENTS Alternates Will beg same used on

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATES

(USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

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

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIR
	Name:						
	Address:						
	City: State:						
	Zip: Phone:		1				
	Name:						
	Address:						
	City: State:						
	Zip: Phone:						
	Name:						
	Address:						
	City: State:						
	Zip:Phone:						
	Name:						
	Address:						
	City: State:						
	Zip: Phone:						

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

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

Form Title:

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATES

Form Number: AA45

Water Group Job 961

(Rev. July 2012)

CONTRACTOR'S RESPONSIBILITIES

- I. PURSUANT TO SECTION 4216 OF THE CALIFORNIA GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G., UNDERGOUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY
- 2. NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E., 69 KV & HIGHER)
- 3. EXCAVATE AROUND WATER METER BOX (I.E., CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING THE MAIN.

CITY FORCES, WHEN SPECIFIED OR SHOWN ON THE PLANS, WILL MAKE PERMANENT CUTS AND

- PLUGS AND CONNECTIONS.
- KEEP EXISTING MAINS IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SPECIFIED OR SHOWN ON THE PLANS.
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLANS ARE APPROXIMATE.
- 6. KEEP STORM DRAIN INLETS FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE 7. PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORDED
- INFORMATION ONLY AND ARE SOLELY FOR YOUR CONVENIENCE. THE CITY DOES NOT 8. GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. PRIOR TO EXCAVATION, YOU MUST VERIFY ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD
- 9. IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 5-1.

EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.

WATER GROUP 961

LIMITS OF WORK

SHEET	DISCIPLINE	TITLE	LIMITS		PE	LENGTH	
NO.	CODE			SIZE (IN)	MATERIAL	(FT)	
I	G-I	COVER SHEET					
2	C-I	FRONT STREET	STA 1+00 TO STA 7+00	16	PVC	600.00	
3	C-2	FRONT STREET	STA 7+00 TO 14+00	16	PVC	700.00	
4	C-3	FRONT STREET	STA 14+00 TO STA 21+00	16	PVC	700.00	
5	C-4	FRONT STREET	STA 2I+00 TO STA 28+00	16	PVC	700.00	
6	C-5	FRONT STREET	STA 28+00 TO END	16	PVC	242.00	
7	C-6	CITY FORCES					
8	C-7	STREET RESURFACING		TOTAL	WATER	2,942	
9	C-8	CURB RAMP LOCATION			DISCIDITATE CODE		
10	C-9	STREET PARKING DETAILS			DISCIPLINE CODE		
=	C-10	WATER POLLUTION CONTROL SITE PLANS		G	GENERA	L	
				С	CIVIL		

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		RANCHO BERNARDO
	GOLANA BEACH	POWAY
	DEL DEL	
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		DIEGO (94)
	No.	NATIONAL CITY
	CORONADO	805
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	JOB	(54)
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VICINITY MAP NOT TO SCALE

BENCHMARK: SWBP FIRST/LAUREL, ELEVATION 226.89'

WORK TO BE DONE

CONSTRUCTION CONSISTS OF THE INSTALLATION OF APPROXIMATELY 2,942 LINEAR FEET OF 16-INCH PVC WATER MAIN AND ALL OTHER APPURTENCES, FIRE HYDRANTS AND MARKERS, CURB RAMPS, STREET RESURFACING AND TRAFFIC CONTROL IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS NUMBERED 37072-I-D THRU 37072-II-D

LEGEND

<u>IMPROVEMENTS</u>	STANDARD DRAWINGS	SYMBOL
TRENCH RESURFACING	SDG-107, SDG-108	
		<u>~</u>
WATER MAIN & APPURTENANCES	SDW-110, SDW-148, SDW-15, SDW-161	
VALVES WITH CAPS AND WELLS	SDW-109, SDW-152, SDW-153, WV-05	
FIRE SERVICE CONNECTION & ASSEMBLY	SDW-I09, SDW-I18, SDW-I48, SDW-I52, SDW-I53	P.L. PROPOSED WATER
6" FIRE HYDRANT ASSEMBLY & MARKER 2-PORT UNLESS SPECIFIED AS 3-PORT	SDW-I04, SDW-I09, SDW-I48, SDW-I52, SDW-I53	THE PROPUSED WATER
I" WATER SERVICE UNLESS OTHERWISE SPECIFIED	SDW-IO7, SDW-I34, SDW-I35 SDW-I36, SDW-I37, SDW-I38, SDW-I48, SDW-I49, SDW-I50, WS-O3	PROPOSED WATER
WATER SERVICE TRANSFER	SDW-149, SDW-150	PROPOSED WATER WM P.L.
BLOW-OFF ASSEMBLY	SDW-106, SDW-143, SDW-144, SDW-145, SDW-146, SDW-148, WB-05,	B.O.
AIR & VACUUM VALVE	SDW-II7, SDW-I48, SDW-I58, SDW-I59, SDW-I60	PROPOSED WATER A.V.
SURVEY MONUMENT	M-10	
HIGHLINING BY CONTRACTOR	SDW-170, SDW-171, SDW-172, SDW-173	IF APPLICABLE

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

STORM WATER PROTECTION

I. THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R9-2010-0001 AND

ABBREVIATIONS

					
ABAND	ABANDON	EX, EXIST	EXISTING	PROP	PROPOSED
ABAND'D	ABANDONED	E/0	EAST OF	RED	REDUCER
AC	ASBESTOS CEMENT PIPE	F	FLANGE	RCP	REINFORCED CONCRETE PIPE
AHD	AHEAD	FH	FIRE HYDRANT	RT	RIGHT
ASSY	ASSEMBLY	FS	FIRE SERVICE	RCSC	REINFORCED CONCRETE STEEL CYLINDER PIP
BFV	BUTTERFLY VALVE	GV	GATE VALVE	SCRW	STEEL CYLINDER ROD WRAPPED PIPE
BK	BACK	HDPE	HIGH-DENSITY	\$	SURVEY LINE
BTWN	BETWEEN		POLYETHYLENE	sīo	STUB OUT
CATV	CABLE TV	HP	HIGH PRESSURE	S/0	SOUTH OF
CI	CAST IRON PIPE	ΙE	INVERT ELEVATION	SWR	SEWER
Ģ	CENTER LINE	LT	LEFT	TEL	TELEPHONE
COND	CONDUIT	MJ	MECHANICAL JOINT	UNK	UNKNOWN
CONT	CONTINUED	MTD	MULTIPLE TELEPHONE DUCT	VC	VITRIFIED CLAY PIPE
CONTR	CONTRACTOR	N/0	NORTH OF	WM	WATER METER
DB	DIRECT BURIED	OVHD	OVER HEAD	WTR	WATER
EB	ENCASED BURIED	PE	PLAIN END, POLLY ETHYLENE	W/O	WEST OF
EL, ELEV	ELEVATION	5,40	PIPE		

WARNING

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

APPROVAL NO.

POLYVINYL CHLORIDE

EXISTING STRUCTURES

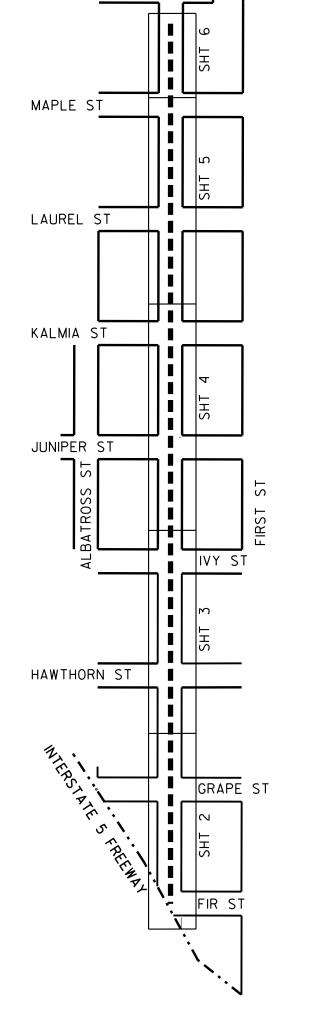
CONSTRUCTION CHANGE / ADDENDUM

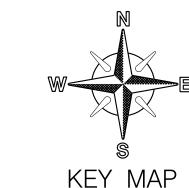
AFFECTED OR ADDED SHEET NUMBERS

= =
M
- —
士

ELEC ELECTRIC

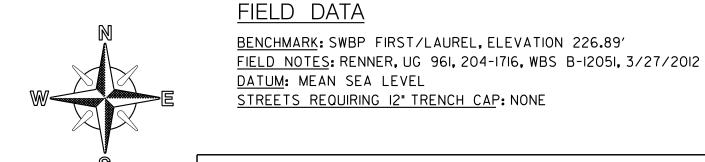
CHANGE DATE





KEY MAP

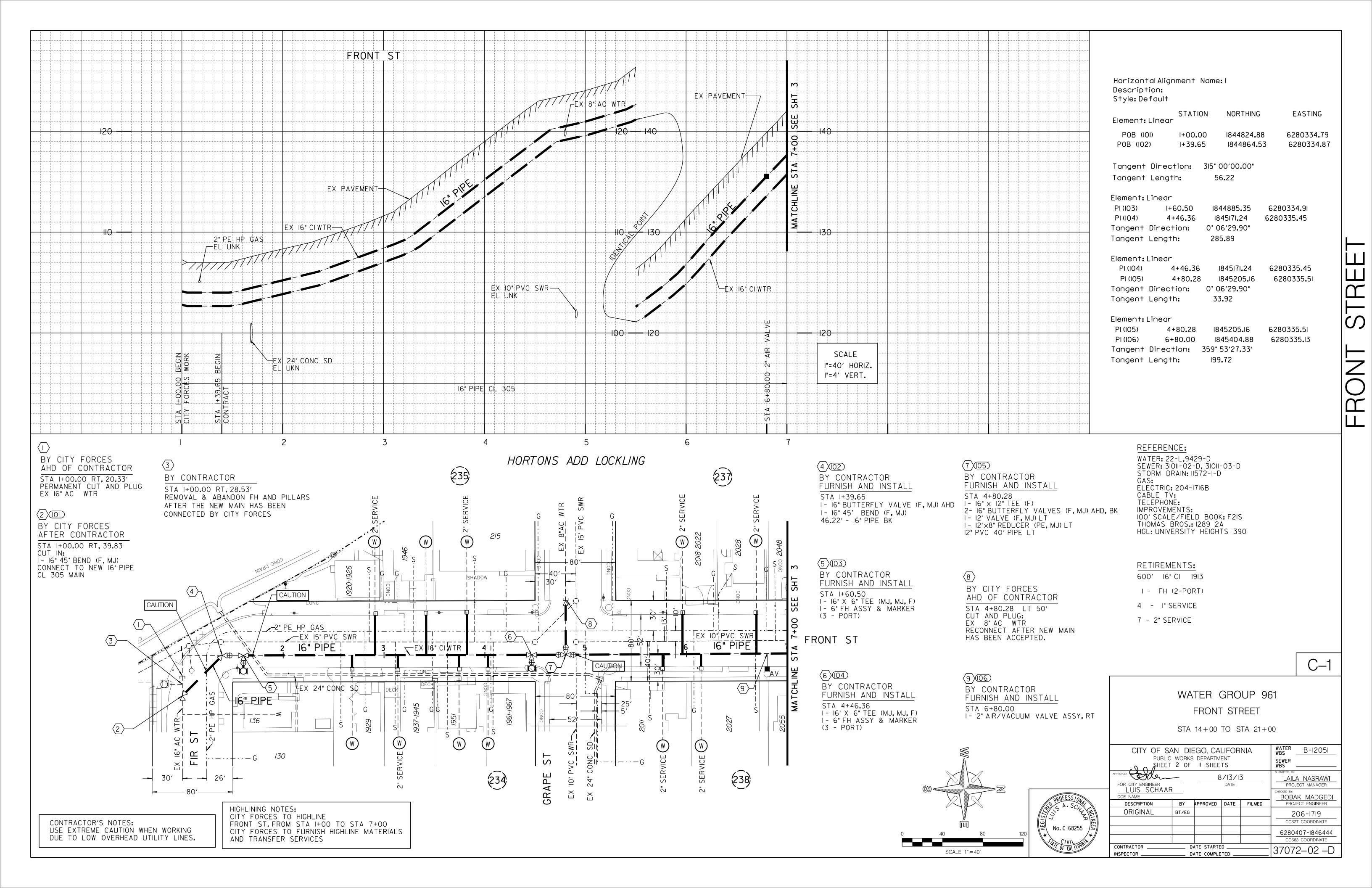
CITY OF SAN DIEGO PUBLIC WORKS PROJECT



PLANS FOR THE CONSTRUCTION OF WATER GROUP 961 COVER SHEET

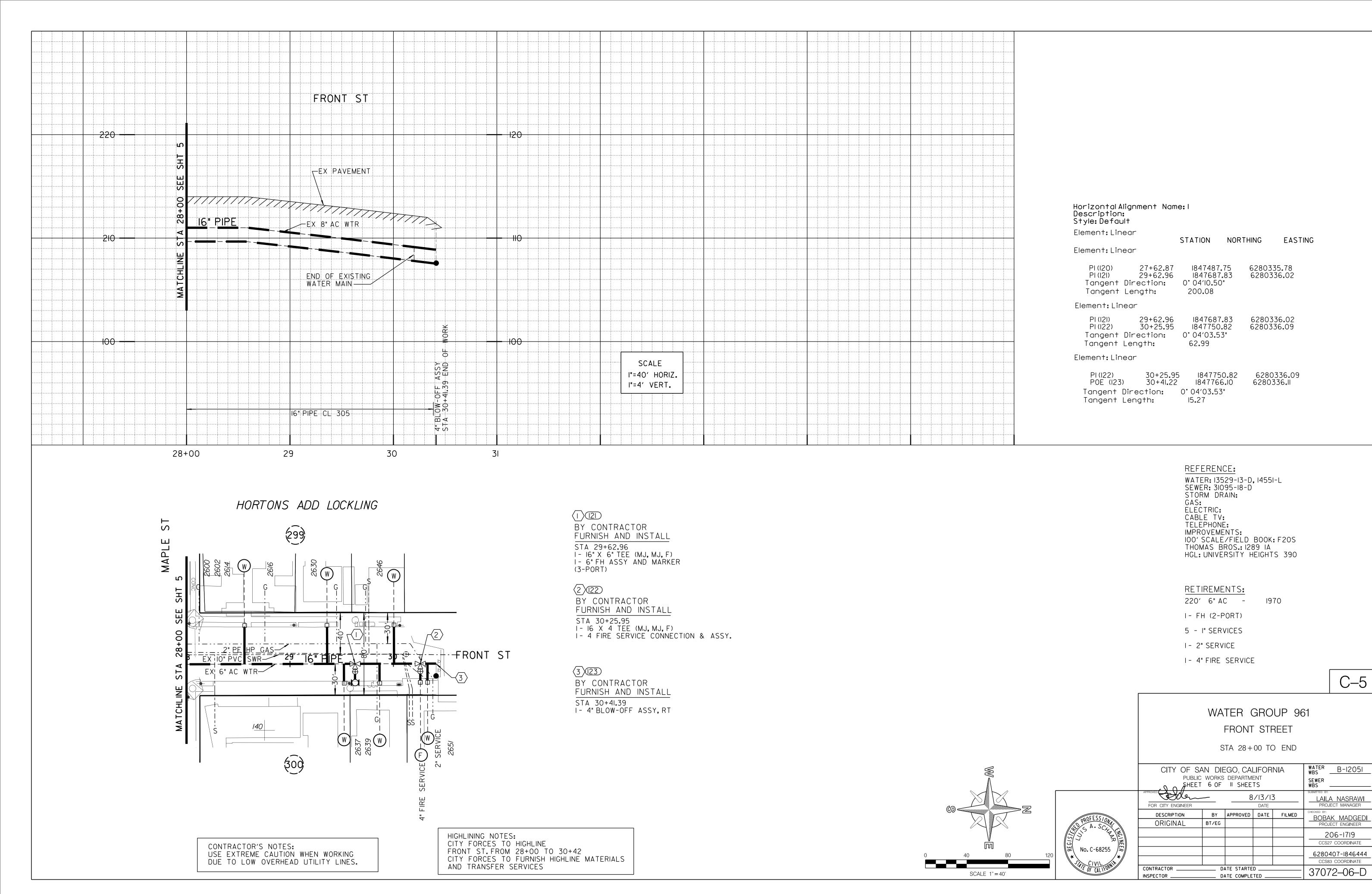
INSTRUCTION SITE STORM WATER PRIORITY:	HIGH MEDIUM LOW_X	SPEC. NO. 6019	
AS-BUILT INF		APP	
MATERIALS	MANUFACTURER		
PIPE CL 235 (WATER)	-	PROFESS/ON	
PIPE CL 305 (WATER)	-	Sels A. SCHE	
GATE VALVES	-	15/27 RE	
BUTTERFLY VALVES	-	No. C-68255 FS	
TRE HYDRANTS	-	*	
	-	SALE OF CALLEONIA	CC
	-	OF CALL	IN:

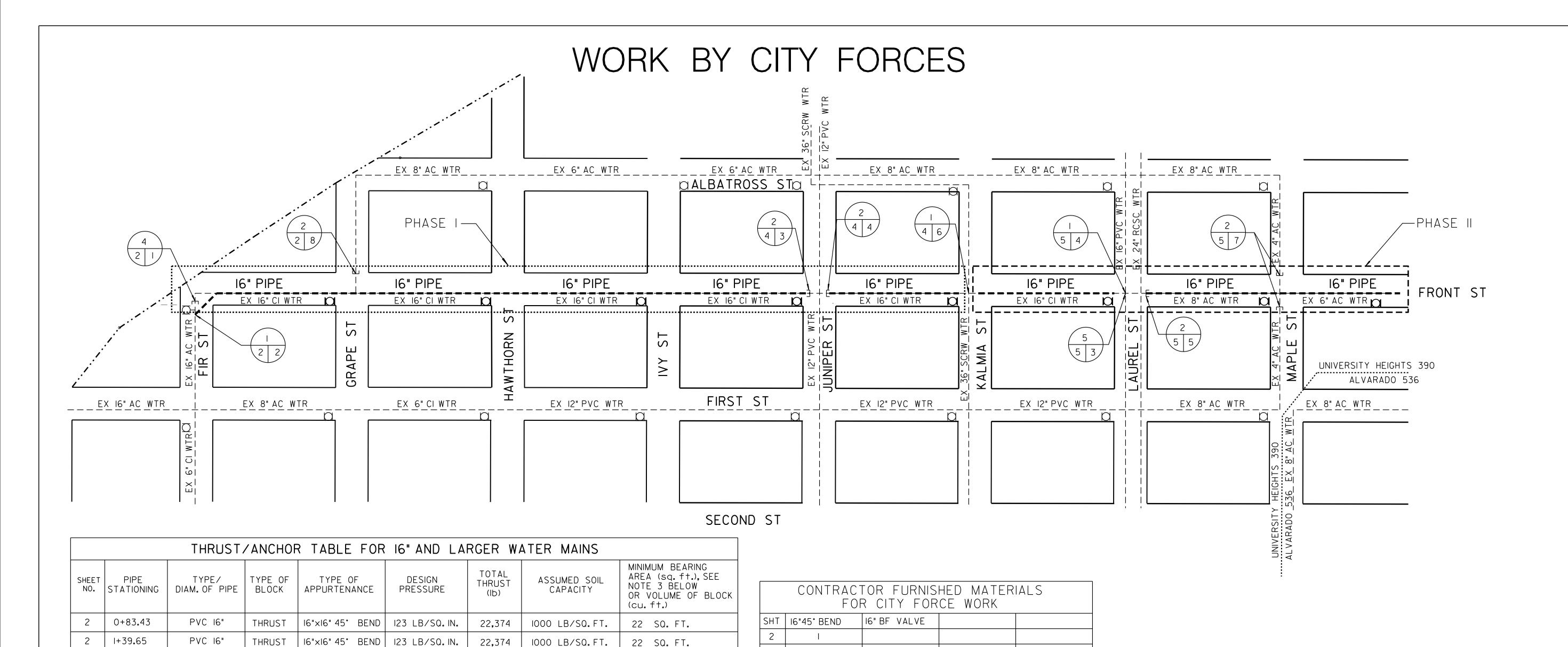
	CITY OF SA	WATER B-12051				
	PUBLIC SHEET	SEWER WBS				
	FOR CITY ENGINEER LUIS SCHAAF	8/13/13 DATE			SUBMITTED BY: LAILA NASRAWI PROJECT MANAGER	
	DCE NAME				BOBAK MADGEDI	
/\	DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT ENGINEER
:\	ORIGINAL	BT/EG				206-1719
						CCS27 COORDINATE
						6280407-1846444
						CCS83 COORDINATE
	CONTRACTOR	37072-01-D				



INSPECTOR .

DATE COMPLETED





THE SPECIFIC WEIGHT OF CONCRETE IS 140 lb/cu.ft. SAFETY FACTOR = 1.5

PVC 16"

PVC 16"

PVC I6"

4+80.00

27+62.86

30+41.39

I. FOR ADDITIONAL THRUST BLOCKS, ANCHOR BLOCKS, DETAILS AND NOTES SEE SDW-151

THRUST

THRUST

THRUST

16"×12" TEE

16"x12" CROSS

16" END CAP

2. REFER TO SPECIFATIONS SECTION 306-1.2.14 FOR ADDITIONAL REQUIREMENTS.

3. FOR ESTIMATING THE QUANTITY FOR THRUST BLOCKS. THE DEPTH OF THE THRUST BLOCKS SHALL BE HALF OF THE TRENCH WIDTH PLUS 12" EMBEDMENT

22**,**133

II7 LB/SQ.IN.

78 LB/SQ.IN.

93 LB/SQ.IN.

LEGEND

EXISTING WATER MAIN PRESSURE ZONE BOUNDARY

---- PROPOSED WATER MAIN

igtriangle fire hydrant to remain in service during construction

TIRE HYDRANT TO BE REPLACED

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

BC --- BEFORE CONTRACTOR AC --- AFTER CONTRACTOR

WORK BY CITY FORCES

28 SQ. FT.

29 SQ. FT.

22 SQ. FT.

1000 LB/SQ.FT.

1000 LB/SQ.FT.

1000 LB/SQ.FT.

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

BC - CUT & PLUG AC - RECONNECT

- CUT AND ABANDON

- PERMANENT CUT & PLUG

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

TO BE HIGHLINED IN PHASES

FOR COORDINATION OF THE SHUTDOWN OF TRANSMISSION MAINS (16 INCHES LARGER),

CONTACT THE CITY'S WATER OPERATIONS DISTRICT MANAGER AT (619) 527-3945.

FOR COORDINATION OF THE SHUTDOWN OF DISTRIBUTION MAINS (LESS THAN 16 INCHES),

CONTACT THE CITY'S SENIOR WATER DISTRIBUTION OPERATIONS SUPERVISOR

AT (619) 527-7465.

PHASE I STA 1+00 TO STA 20+14.81

PHASE II STA 20+14.81 TO STA 30+41.39

NO SCALE

WORK BY CITY FORCES WATER GROUP 961

WATER W.O. B-12051 CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 7 OF II SHEETS

8/13 8/13/13 LAILA NASRAWI FOR CITY ENGINEER
LUIS SCHAAR PROJECT MANAGER BOBAK MADGEDI PROJECT ENGINEER BY APPROVED DATE FILMED ORIGINAL BT/EG 206-1719 CCS27 COORDINATE 6280407-1846444 CCS83 COORDINATE CONTRACTOR 37072-07-D

DATE COMPLETED

(일) No. C-68255

LEGEND

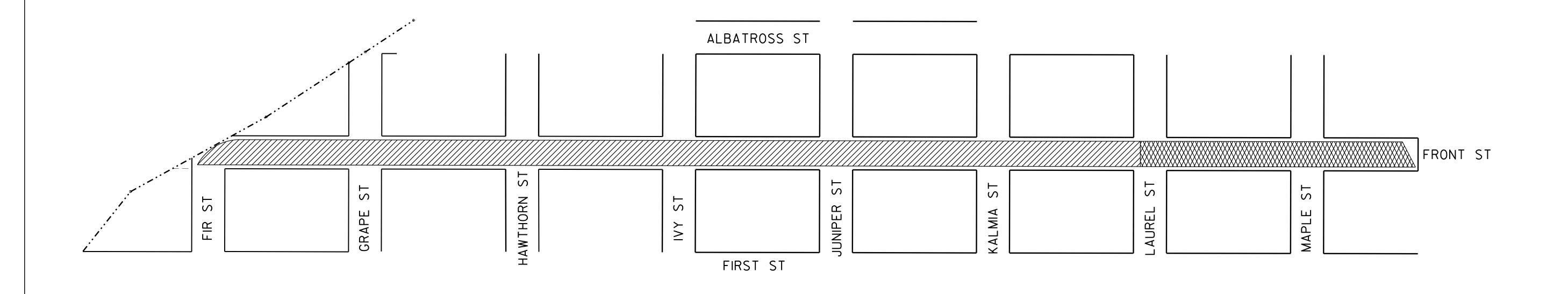
APPROXIMATE LOCATION OF SLURRY SEAL

APPROX. LIMITS OF RESURFACE AC OVERLAY

LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET)

COLD MILLING ASPHALT CONCRETE PAVEMENT; SDG-106

PAVING SCHEDULE NOTES									
NO.	LOCATION		RESTORATION REQUIRED		STATION	STATION	WIDTH	APPRO) AREA	<.
	FRONT	STREET	SLURR'	y SEAL	1+00	24+00	52′	122,200	SF
2	FRONT	STREET	AC OV	ERLAY	24+00	30+43	52′	36,036	SF
3									
4									
(5)									
6									
7									
8									
9									
(0)									
(2)									
(13)									
	TOTAL AREA OF SLURRY SEAL								
TOTAL AREA OF RESURFACE AC								158,236	SF



NO SCALE

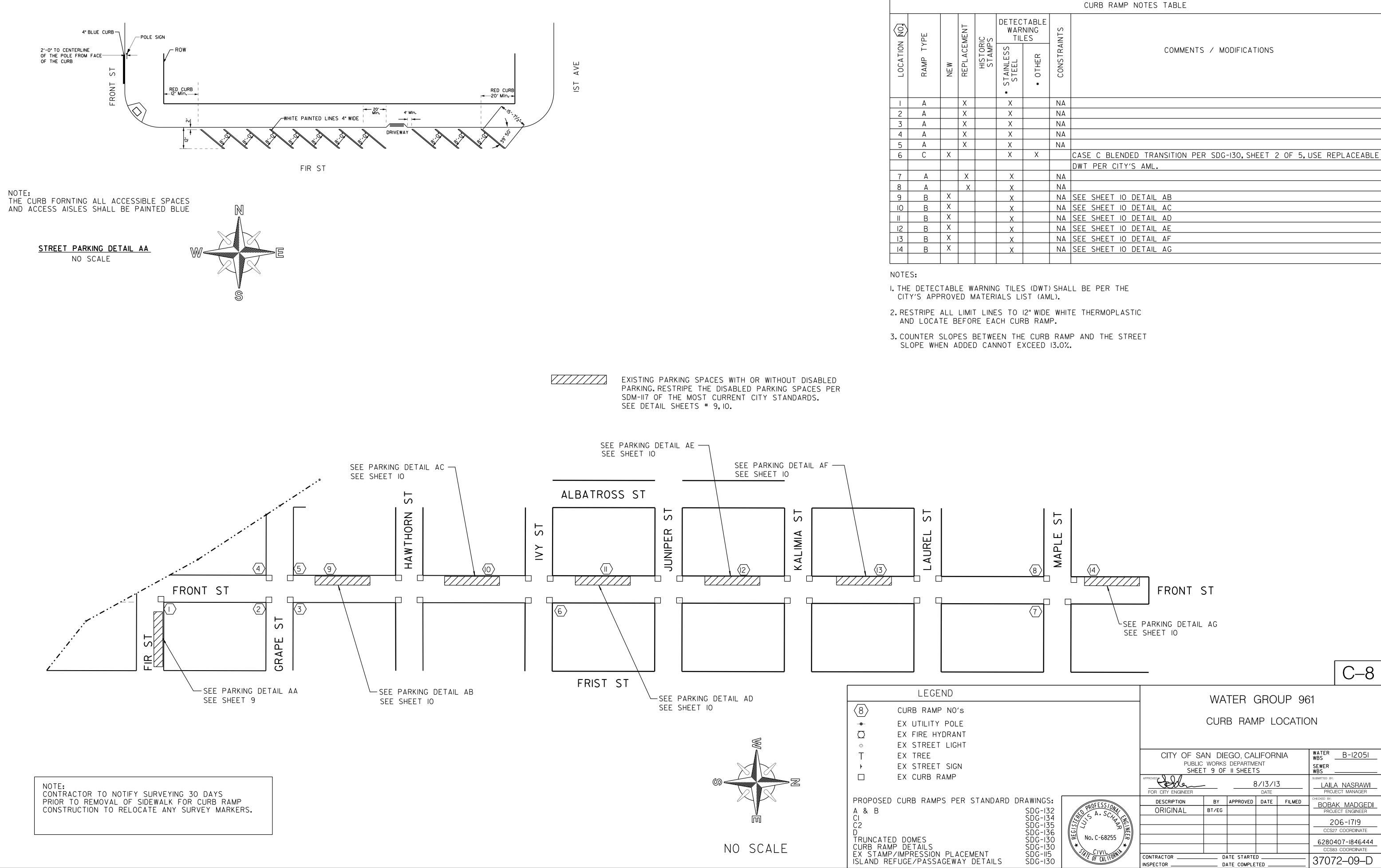
NO. C-68:

NO. C-68:

CITY OF S PUBLIC	WATER B-12 WBS B-12	2051				
FOR CITY ENGINEER LUIS SCHAA	LAILA NASRAWI PROJECT MANAGER					
DCE NAME DESCRIPTION	BY	APPROVED	CHECKED BY: BOBAK MADGED PROJECT ENGINEER			
ORIGINAL	BT/EG	AFFROVED	DATE	FILMED	206-1719 CCS27 COORDINATE	
					6280407-18- CCS83 COORD	
CONTRACTOR	37072–0	8–D				

WATER GROUP 961

STREET RESURFACING



INSPECTOR _

DATE COMPLETED.

