City of San Diego

CONTRACTOR'S NAME:	
ADDRESS:	
TELEPHONE NO.:	FAX NO.:
CITY CONTACT: Clementina	iordano, Contract Specialist, Email: CGiordano@sandiego.gov.
Phone : 619	533-3481, Fax. 619-533-3633

JSoriano/AR/RIR

CONTRACT DOCUMENTS

FOR



PARK RIDGE BLVD, MARINDUSTRY DRIVE, OSLER STREET WATERSHED PROTECTION PROJECT

VOLUME 1 OF 2

BID NO.:	L-13-5705-DBB-2	
SAP NO. (WBS/IO/CC):	B-10026	
CLIENT DEPARTMENT:	2116	
COUNCIL DISTRICT:	6	
PROJECT TYPE:	CC	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

➢ COMPETITION RESTRICTED TO: SLBE-ELBE FIRMS ONLY

BID DUE DATE:

1:30 PM JANUARY 8, 2013 CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 1010 SECOND AVENUE, SUITE 1400, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

For City Engineer

-2012 - 8 Seal: Date



Bid No. L-13-5705-DBB-2 Park Ridge Blvd, Marindustry Drive, Osler Street Watershed Protection Project

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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

- 1. LIMITED COMPE TITION: This contract may only be bid by the Cont ractors on the City's approved SLBE-ELBE Construction Contract ors List. For inform ation regarding the SLBE-ELBE Construction Program and regi stration visit the City's web site: http://www.sandiego.gov.
- 2. **RECEIPT AND OPENING OF BI DS:** Bids will be received at the P ublic Works Contracting Group at the location, tim e, and date shown on the cover of these specifications for performing work on Park Ridg e Blvd, Mar industry Dr ive, Osler Street Watershed Protection Project.
- **3. DESCRIPTION OF WORK:** The Work involves furnishing all labor, m aterials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

Work consists of the installation and f urnishing of the following: Hy drostatic Separation Units, removal and replacement.

- **3.1.** The Work shall be performed in accordance with:
 - **3.1.1.** This Notice Inviting Bids and Plans num bered **36455-01-D** th rough **36455-05-D**, inclusive.

4. SUBCONTRACTING PARTICIPATION PERCENTAGES.

- **4.1.** The Cit y has incorporat ed volu ntary subcontractor participation on percentage to enhance competition and maximize subcontracting opportunities as follows.
- **4.2.** The followin g vol untary subcontractor par ticipation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 21.4%.

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 procedure s in the Public Works Contracting G roup, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 9210 1 at 10:00 A.M., on DECEMBER 12, 2012.
- **5.2.** All potential bidders are encouraged to attend.
- **5.3.** To request a copy of the agenda on an alternative for mat, or to request a sign language or oral interpreter for this m eeting, call the Public Works Contracting Group at (619) 533- 3450 at least 5 W orking Days prior to the Pre-Bid Meet ing to ensure availability.

- 6. CONTRACTOR REGISTRATION AND EL ECTRONIC REPORTING SYSTEM : Prior to the Award of the Contract or each Task Order, y ou and your Subc ontractors and Suppliers must register with the City's web-based contract compliance i.e., Prism® portal at: https://pro.prismcompliance.com/default.aspx.
- 7. **CONSTRUCTION COST:** The Ci ty's estimate d construction cost for this contract is **\$390,000**.
- 8. LOCATION OF WORK: The location of the Work is as follows:

Rehco Road: Between 9151 and 9164 Rehco Road. Park Ridge Blvd: South of 6350 and 6347 Park Ridge Boulevard.

Work originally scheduled at Marindustry Dr ive and on Osler Street a re no longer included in this contract.

- 9. CONTRACT TI ME: The Contract Ti me f or com pletion of the Work shall be 66 Working Days.
- 10. CONTRACTOR'S LICENSE CLASSIFICATION: In a ccordance with the provisions of California Law, the Contractor shall posses s valid a ppropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) sh all 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 for this contract:

- CLASS A
- 11. JOINT VENTURE CONTRACTORS. Provide a copy of the Joint Venture agree ment and the Joint Venture license to the City within 10 W orking Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- 12. WAGE RATES: Prevailing wages are not applicable to this contract.

13. INSURANCE REQUIREMENTS:

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

14. PREQUALIFICATION OF CONTRACTORS:

14.1. Contractors submitting Bid or Proposal m ust be pre-qualified for the total a mount proposed, inclusive of all alternate items or specified Task Order li mits prior to the date of sub mittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are

pre-qualified will be deemed **non-responsive** and ineligible for award or a Task Order authorization. Complete inform ation and prequalification questionnaires are available at:

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

- 14.2. The completed questionnaire, financial statement, and bo nd letter or a copy of the contractor's SLBE-ELBE certification and b ond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department Engineering & Capital Project, Prequalification Pro gram, 1010 S econd Avenue, Suite 120 0, San Diego, CA 9 2101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-53 3-3474 or dstucky@sandiego.gov.
- **15. REFERENCE STANDARDS:** Except as other wise noted or sp ecified, 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 un der Engin eering Docum ents and Reference s at: <u>http://www.sandiego.gov/engineering-cip</u>.

16. CITY'S RESPONSES AND ADDENDA: The City at its option, may respond to any or all questions submitted in writing, via let ter, or F AX 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 Invitations to Bid 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 Invitations to Bid shall be the sole responsibility of each bidder. The Invitations to Bid 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), V olume 2 unless specifi ed otherwise, such as as-needed contracts e.g., JOC in the Contract Documents.
- **19. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

20. AWARD PROCESS:

- **20.1.** The Award of this contract t is contingent upon the Contractor's c ompliance with all conditions precedent to Award.
- **20.2.** Upon acceptance of a Bid, the Cit y will prepare contract documents for execution within approximately 21 days of the date of the Bid opening an d 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, a nd effective, only upon the signing of the Contract by the Mayor or designee of the City.
- **21. SUBCONTRACT LIM ITATIONS:** The Bidde r's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "S UBCONTRACTS" in The WHITEBOOK and as amended in the S SP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bi d non-responsive and ineligible for award.
- 22. AVAILABILITY OF P LANS AND SPECIF ICATIONS: Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip</u>. Plans a nd Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

23. QUESTIONS:

- **23.1.** The Director (or designee), of the P ublic Works Depart ment is the o fficer 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 s et forth in the se doc uments. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 S econd 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 le gal effect. It is the Bi dder's responsibility to become inform ed of any Addenda that have been issued and t o 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 Bi dder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bi dders 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 BUS INESS TAX CERTIFICATE: The Contractor and Subc ontractors, not already having a City of San Diego Bus iness Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, f irst 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 atta ched to and forming a part of the specifications. The signature of each per son 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 Volu me 1). Bidder is requested to retain for their reference other portions of t he Contract Docu ments that are not required to be submitted with the Bid. The entire specifications for t he bid package do not need to be submitted with the bid.
 - **26.2.** The City m ay require any Bidder to furnish a sta tement of ex perience, 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 approp designation which the Bidder holds.
 - **26.4.** Bids may be withdrawn by the Bidder prior to, b ut not after, the tim e 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, JO C and Design-Build contracts, and contracts subject to the S mall and Local Bus iness Progra m of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check u pon some responsible bank, or a check upon such bank

properly certified or an approved corpo rate surety bond payable to the City of San Diego, for an am ount of not less than 10% of the aggregate su m 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 c ontract, will in good faith enter into such contract and furnish the required final bonds.

- **27.2.** The Bidder a grees that in case of Bidder's refusal or failure to e xecute 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 Bi dder shall fail to execute this contract, the Surety agrees that it will pay to the City dam ages 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 receiv ed without t he specified bid security will be rejected as being non-responsive.

28. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **28.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **28.2.** For Design-Build contracts, the award may not be solely based on price. Refer to the RFP for the selection and award details.
- **28.3.** Bidders shall complete the entire Bid schedule (al so referred t o as "s chedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- **28.4.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids recei ved and any requirem ents of these specifications as to bidding procedure.
- **28.5.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the Cit y from the Bi dder within 3 Working Days, excluding Sa turdays, Sunday s, and state ho lidays, after the o pening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- **28.6.** A non-selected Bidder may protest award of the Contract to the selected Bidder b y submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Wor ks Contracting Group no later than 10 days after the City's ann ouncement of the s elected Bidder or n o later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- **28.7.** The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.

- **28.8.** Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- **28.9.** The City reserves the right to evaluate a ll Bids and deter mine the lowest Bidder (or winner for Design-Build contracts) on the b asis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2 (or RFP for the Design-Build contracts).

29. BID RESULTS:

- **29.1.** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-B uild contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deem ed n on-responsive or non-responsible, a public announcement will be posted in the City's web page: http://www.sandiego.gov/bids-contracts/, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).
- **29.2.** To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, sta mped 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 Bidde r takes longer than 14 days to fulfill these require ments, the n the additional time taken shall be added t o 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 an ything 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 who m the award is made fails to enter into the contract as h erein 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 1 owest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- **30.4.** For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) subm it information to determ ine the Bidder's res ponsibility and reliability, (ii) execute th e Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance ce rtificates spe cified by the City within 14 Day s, unless othe rwise

approved by the City, in writing after the Bidder receives notification from the City, designating t he Bidder as the Apparent Low Bidd er and form ally requesting the above mentioned items.

- **30.5.** The award of the Contract is conting ent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or de signee. 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 ful fill every c ondition precedent to award. A corporation designated as t he Apparent Low Bidder shall furnish evidence of its corporate existence and evid ence 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 exa mine carefully the Project Site, the Plans and Specifications, the J OC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Doc uments). The sub mission of a Bid or JOC Task Order Proposal shall be conclusive evidence that the Bidder has investigated and is s atisfied 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 S TANDARD PR OVISIONS.** This contr act is subject to the foll owing standard provisions. See The WHITEBOOK for details.
 - **32.1.** The City of San Diego Resolution No. R-277952 adopted o n 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 Com pliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **32.5.** Sections 1777.5, 17 77.6, and 1777.7 of the State of Califo rnia Labor Code concerning the e mployment of apprenti ces 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 inf ormation within the time s pecified 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 re quired Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive e for failure to provide the inform ation required within the time specified shall be at the sole discretion of the City.

34. REQUIRED DOCUMENT SCHEDULE:

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

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.	WITHIN 15 WORKING DAYS OF BID OPENING	ALL BIDDERS	Proposed Substitution per Section 4-1.6
9.	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
10.	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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS

AGREEMENT

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>PAL General Engineering, Inc.</u>

herein called "Contractor" for construction of <u>Park Ridge Blvd, Marindustry</u> <u>Drive, Osler Street Watershed Protection Project</u>; Bid No. <u>L-13-5705-DBB-2</u>; in the amount of <u>Two Hundred Sixty-Eight Thousand Five Hundred Forty-Three Dollars and 00/100</u> (\$268,543.00), which is comprised of the Base Bid only.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled <u>Park Ridge Blvd, Marindustry Drive, Osler Street</u> <u>Watershed Protection Project</u>, on file in the office of the Public Works Department as <u>Document No. L-13-5705-DBB-2</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 <u>Park Ridge Blvd, Marindustry Drive, Osler Street Watershed Protection</u> <u>Project</u>; Bid No. <u>L-13-5705-DBB-2</u>, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and 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 Resolution No. R - ______ or Municipal Code 22.3/02 authorizing such execution.

THE CITY OF SAN DIEGO

îm Bv:

Stephen Samara Senior Contract Specialist Public Works Contracting Group

Jan I. Goldsmith, City Attorney

By

APPROVED AS TO FORM AND LEGALITY

Print Name: Heather L. Strond Deputy City Attorney

Date: 3/26/13

4-2-13 Date: **CONTRAØT** By

Print Name: Maria Jah Shan

Title: President

1 T Date:

City of San Diego License No.: <u>B2008032175</u>

State Contractor's License No.: <u>A-91693</u>

CONTRACT ATTACHMENT PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

PAL General Engineering, Inc ______, a corporation, as principal, and The Hanover Insurance Company ______, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Two Hundred Sixty-Eight Thousand Five Hundred Forty-Three Dollars and 00/100 (\$268,543.00), for the faithful performance of the annexed contract, and in the sum of ______ Two Hundred Sixty-Eight Thousand Five Hundred Forty-Three Dollars and 00/100 (\$268,543.00), for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract <u>Park Ridge Blvd, Marindustry</u> <u>Drive, Osler Street Watershed Protection Project</u>; Bid No. <u>L-13-5705-DBB-2</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 suit be brought to enforce the provisions of this bond.

January 14, 2013 Dated

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Approved as to Form and Legality

PAL General Engineering, Inc. Principal Βv

Marla Jahshan, President Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

Βv

Approved:

Deputy City Attorney

The Hanover Insurance Company

Surety By Attorney-in-fact

Matthew C. Gaynor

2 MacArthur Place, 2nd Floor Local Address of Surety

Santa Ana, CA 92707 Local Address (City, State) of Surety

(714) 415-3808 Local Telephone No. of Surety

Premium \$ 3,061

Bond No. 1015498

By: Stephen Samara

Senior Contract Specialist Public Works Contracting Group

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Matthew C. Gaynor, Kim D. Vasquez, Daniel Frazee and/or David J. Garcia

of **Santee**, **CA**and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-In-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 -Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **7th** day of **December 2011**.



THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS/INSURANCE COMPANY OF AMERICA

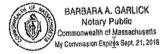
froma

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS) COUNTY OF WORCESTER)ss.

On this **7th** day of **December 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Maslink

Barbara A. Garlick, Notary Public My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 14th day of January 2013.

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

May NOS (Aim

Olehn Margosian, Vice President

ACKNOWL	EDGMENT
State of California County of <u>San Diego</u>)	
On January 14, 2013 before me, _	Kathy Scheuerman, Notary Public (insert name and title of the officer)
	(insert name and title of the officer)
subscribed to the within instrument and acknowl his/ her/their authorized capacity(jes), and that b person(s), or the entity upon behalf of which the	vidence to be the person(s) whose name(s) is/are ledged to me that he/ she/they executed the same y his/ her/their signature(s) on the instrument the
WITNESS my hand and official seal.	KATHY SCHEUERMAN Commission No. 1884440 NOTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY
Signature ICUTHY Scheuerman	(Seal)

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CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Park Ridge Blvd, Marindustry Drive, Osler Street Watershed Protection Project

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

(Name under which business is conducted)

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

Signed ria Jahshan Printed Name President Title

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Park Ridge Blvd, Marindustry Drive, Osler Street Watershed Protection Project

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

- (Ilneral Engineering, (Name under which Jusiness is conducted)) Inc

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

Signed
Printed Name Maria Jahshan
Title President

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Park Ridge Blvd, Marindustry Drive, Osler Street Watershed Protection Project

I declare under penalty of perjury that I am authorized to make this certification on behalf of <u>PAL General Engineering</u>, <u>Inc.</u>, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, "Contractor Standards", of the project specifications, and that Contractor has complied with those requirements.

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

Dated this 15th	Day of <u>ANUAN</u> , 2013. Signed
-	Printed Name Marla Jahshan Title President

AFFIDAVIT OF DISPOSAL

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

Park Ridge Blvd, Marindustry Drive, Osler Street Watershed Protection Project (Name of Project or Task)

as particular ly described in said contract and i dentified as Bid No. <u>L-13-5705-DBB-2</u>; SAP No. (W BS/IO/CC) <u>B-10026</u>; and WHEREAS, the specification of said contract requires the contractor to affirm that "all brush, trash, debr is, 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, TH EREFORE, in consideration of t he fin al pay ment by the Cit y of San Diego to said Contractor under the terms of said contract, the und ersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

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

Dated this	DAY OF		 ·	
		_ Contractor		
by				
ATTEST:				
State of				
County of				
On this DA said County and Stat				
knc				
foregoing Release, a Contractor executed	nd whose name is s			
Notary Public in and	l for said County ar	nd State		

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
- 2) The City of San Diego Standard Specifica tions 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 Supplement, 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 bas e bid alone or b ase bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
 - 2. The self performance per centage require ment will be waived for contracts when a "B" License is required or allowed.

2-7 SUBSURFACE DATA. ADD the following:

- 1. In preparation of the Contract Docu ments, the designer has relied upo n the following re ports of expl orations and tests of sub surface conditions at the Work Site:
 - 1. Report of Geotechnical Evaluation dated April 2 6, 2012 by Allied Geotechnical Engineers, Inc.
- 2. The report(s) listed above is(are) av ailable for review by contacting the Cit y Project Manager or visiting:

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

SECTION 4 – CONTROL OF MATERIALS

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

You must su bmit y our list of proposed s ubstitutions 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 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE. DELETE in its ent irety 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 dam age to property, which may arise out of or i n connection with the performance of the Work by you, your agents, r epresentatives, officers, em ployees or Subcontractors.
- 2. Insurance coverage for propert y 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, re moving, or replacing Work in accordance with this contract. Your liabilities u nder the Contract, e.g., your i ndemnity obligations, is not deem ed limited to the insurance coverage required by this contract.
- 4. Payment for insurance is included in t he various items of Work as bid b y you, and except as specifically agreed to by the City in writing, you are not entitled to any additional pay ment. 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 f ailure 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 for m providing coverage at least as broad.
- 2. The policy must cover liability arising from premises and operations, XCU (explosions, undergr ound, an d 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 endorse ment or modification limiting the scope of coverage for either "i nsured vs. insured" clai ms or contractual liability. You must maintain the same or eq uivalent insu rance for at least 10 y ears 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 polic y or policies of Commercial Auto mobile Liabilit y Insurance written on the c urrent 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 co mbined single lim it per accident, covering bodily injury and p roperty dam age for owned, no n-owned, and h ired autom obiles ("Any Auto").
- 2. All costs of defense must be outside the limits of the policy.
- **7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as d escribed herein m ust be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Co mpany, that are au thorized 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 provide d 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 ins urance required herein, and furnish r enewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bin d 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 for m CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed b y law e.g., California Insurance Code §1158 0.04, 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) Ong oing 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) prem ises 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 o n your behalf, (b) your products, or (c) prem ises owned, leased, controlled, or used by you.
- **7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy m ust 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, e mployees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, e mployees, 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 t ot he aggregate limit provided for the p roducts-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

- **7-3.5.2.1** Additional Insured. Unless the policy or policies of Commer cial 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 ad ditional 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 obligati ons permitted by California Insurance Code §11580.04.
- **7-3.6** Deductibles and Self-Insured Retenti ons. You must pay for a ll deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **7-3.7 Reservation of Rights.** The City reserves the right, from ti me to ti me, to r eview your insurance coverage, limits, deductibles a nd self-insured retentions to determine if they are acceptable to the City. The City will rei mburse you, without over head, profit, or an y other m arkup, for t he 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 Cit y 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 for m of the primary policy or policies e.g., all endorsements.
- **7-4 WORKERS' COMPENSATION INS URANCE.** DELETE i n its entiret y and SUBSTITUTE with the following:

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

- 1. In accordance with the pr ovisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Em ployers Liability Insurance to protect y ou agai nst all claims under ap plicable state workers compensation laws. The City, its elected officials, and e mployees will not be responsible for any claims in law or equit y 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 a nd returning the Contract you certify that you are aware of the provisions of §37 00 of the Labor Cod e which require every employer to be insured against liability for worker's compensation or to undertake self-insurance

in accordance with the pr ovisions of that code and you must comply with su ch 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 provi de that the insurer will waive all rights of subrogation against the City , and its respective elected officials, officers, employees, agents, and re presentatives 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 thic kness for 5' -3" trench width to read 1 ³/₄".
- 7-15 **INDEMNIFICATION AND HOLD HARMLESS AGRE EMENT.** To the City Supplements, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indem nify 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 Supplement, DELETE in its entirety.

SECTION 9 – MEASUREMENT AND PAYMENT

- **9-3.2.5** Withholding of Pa yment. To item i), DELETE in its entiret y and SUBSTITUTE with the following:
 - i) Your failure to co mply 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 provis ions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS. To the City Supplements CORRECT certain section numbering as follows:

OLD	TITLE	NEW
SECTION		SECTION
NUMBER		NUMBER
306-1.8	House Connection Sewer (Laterals) and	306-1.9
	Cleanouts	
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
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

SECTION 700 - REVEGETATION, MAINTENANCE, AND MONITORING

701-11 Post-Construction Requirements. To the City Supplement second paragraph, ADD the following:

Comply with the following post-construction requirements:

Inlet Markers

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EA S) of the D evelopment Services Department has prepared Not ice of Exemption for Park Ridge Blvd, Marindus try Drive, Osler Street Watershed Protection Project, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption 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

APPENDIX A

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both) TO:

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

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

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

PROJECT NO.:274411

PROJECT TITLE: Recho Rd./ Park Ridge Blvd. Watershed Protection Projects

PROJECT LOCATION-SPECIFIC: The projects are located in two separate locations. The Recho Road project is located at the north end of Recho Road in the Mira Mesa Community Plan area and the Park Ridge Blvd. project is located at the south end of Park Ridge Blvd. in the Navajo Community Plan.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The Recho Road watershed protection project would remove 12 lineal feet (LF) of an existing 27-inch asbestos cement pipe in order to install a hydrodynamic separation unit (HSU). The unit would contain a 4-foot by 4-foot grate opening to allow surface runoff to enter the unit. The Park Ridge Blvd. project would consist of the removal of approximately 8 LF of pipe and the installation of a hydrodynamic separation unit. Both projects are located within the developed public right of way and outside of the Multi-Habitat Planning Area (MHPA); however, in both cases the MHPA is in close proximity.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works - Engineering & Capital Projects Department. Contact William Meredith (619) 533-5418. EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
- DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a)); ()
- EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c) ()
- CATEGORICAL EXEMPTIONS: SECTION 15303 (NEW CONSTRUCTION) (X)
- **STATUTORY EXEMPTION:** ()

REASONS WHY PROJECT IS EXEMPT: The City of San Diego determined that the project would qualify to be categorically exempt from CEQA pursuant to Section 15303 (New Construction) which allows for the installation of new small equipment. Although the project is not located directly adjacent to the MHPA as proposed the projects include design features which would ensure consistency with the City's MHPA. As designed the project would not result in either direct or indirect biological impacts. Since the project would install two new HSUs with little physical change to the environment the project qualifies for a categorical exemption from CEQA and the exceptions listed in CEQA Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: JEFF SZYMANSKI

TELEPHONE: (619) 446-5324

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.

2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT? () YES () NO

IT IS HEREBY CERTIFIED	D THAT THE CITY OF SAN DIEGO HAS DETERMINED THE A	BOVE ACTIVITY TO BE EXEMPT FROM CEQA
OdhE. lesmas	ML. / SIZNICE PLANNER	August 23, 2012
SIGNATURE/RITLE	ML. / SIZNICR PLANNER	DATE
CHECK ONE:		

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

1. **PURPOSE**

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

2. <u>AUTHORITY</u>

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

Reference

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

3. **DEFINITIONS**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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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 ¹/₂" 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 ¹/₂ "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 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. <u>EXCEPTIONS</u>

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

6. MOBILE METER

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

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

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

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

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

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7. FEE AND DEPOSIT SCHEDULES

7.1 Fees and Deposit Schedules: The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. 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. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

Water Department Director

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

APPENDIX

Administering Division:	Customer Support Division
Subject Index:	Construction Meters Fire Hydrant Fire Hydrant Meter Program Meters, Floating or Vehicle Mounted Mobile Meter Program, Fire Hydrant Meter
Distribution:	DI Manual Holders

Department METER		7449		
Caminito Chollas • Son Diego, California 92105-509	7.FAX 619 527 3	Amplication D	ate: Request	ed Install Date:
re Hydrant Location: (Attach deta	iled map, Thomas Bro	os. map location or col	nstruction drawing.)	
pecific Use of Water:				
			×	- • •
ny return to Sewer or Storm Drain,	, if so, explain:	· ·		
			94 (A) 25 25	
stimated Duration of Meter Use:			Check Bo	x if Reclaimed Water
Company Information				entra en la companya de la companya
Company Name:				~
Nailing Address			-	
City:	State:	Zip Code:	Phone: ()
Business License #:		*Contractor Licer	nse #:	•
A copy of the Contractor's License and/	or Business License is re	equired at the time of met	ter issuance.	
Name and Title of Agent:			Phone: ()	
Site Contact Name and Title:	17- X.F., 190		Phone: (
Pager #:	to El constante la tar	n and a state of the	- Cell : (- 学校理論学校学校
Responsible Party Name:			Title:	to service and service
			at a second date you	it saideatatic ord andad
Responsible Party Name:	<u> </u>		Tītle:	
Responsible Party Name: Social Security or Cal ID #: Signature:			Title: Phone: () Date:	
Responsible Party Name: Social Security or Cal ID #:	the use of this meter. Insures t	that employees of this organiza	Title: Phone: () Date:	e of Fire Hydrant Meter.
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from	Contraction of the local data and the local data an		Title: Phone: () Date:	e of Fire Hydrant Meter.
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from Fire Hydrant Mete	er Removal	Request	Title: Phone: () Date:	e of Fire Hydrant Meter.
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from Fire Hydrant Mete Check Box to Request Rem	er Removal	Request	Title: Phone: () Date: tion understand the proper us	e of Fire Hydrant Meter.
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from Fire Hydrant Mete Check Box to Request Rem	er Removal	Request	Title: Phone: () Date: tion understand the proper us	e ol Fire Hydrant Meter.
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from Fire Hydrant Mete Check Box to Request Rem Provide current Meter location if d	er Removal	Request Request	Title: Phone: () Date: tion understand the proper us	e of Fire Hydrant Meter.
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from Fire Hydrant Mete Check Box to Request Rem	er Removal	Request	Title: Phone: () Date: tion understand the proper us	
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from Fire Hydrant Mete Check Box to Request Rem Provide current Meter location if d	er Removal	Request Request	Title: Phone: () Date: tion understand the proper us	
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from Fire Hydrant Mete Check Box to Request Rem Provide current Meter location if du Signature:	er Removal in noval of Above Meter ifferent from above:	Request Request Title: Pager: ()	Title: Phone: () Date: tion understand the proper us	
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from Fire Hydrant Meter Check Box to Request Rem Provide current Meter location if du Signature: Phone: ()	er Removal in noval of Above Meter ifferent from above:	Request Requeste	Title: Phone: () Date: tion understand the proper us	Date:
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from Fire Hydrant Meter Check Box to Request Rem Provide current Meter location if di Signature: Phone: ()	er Removal in noval of Above Meter ifferent from above: For	Request Request Title: Pager: () Office Use Only Deposit Amount: \$	Title: Phone: () Date: tion understand the proper us ed Removal Date: Fees A	Date: mount: \$
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from Fire Hydrant Meter Check Box to Request Rem Provide current Meter location if d. Signature: Phone: () City Meter CIS Account #: Meter Serial #:	er Removal in noval of Above Meter ifferent from above: For	Request Request Title: Pager: () Office Use Only Deposit Amount: \$ Meter Size:	Title: Phone: () Date: tion understand the proper us ed Removal Date: Fees A Fees A Meter Make & Style	Date: mount: \$
Responsible Party Name: Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from Fire Hydrant Meter Check Box to Request Rem Provide current Meter location if d Signature: Phone: () City Meter	er Removal in noval of Above Meter ifferent from above: For	Request Request Title: Pager: () Office Use Only Deposit Amount: \$ Meter Size:	Title: Phone: () Date: tion understand the proper us ed Removal Date: Fees A	Date: mount: \$

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO RETURN TO SEWER:

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

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

"Exhibit C"

Date

Name of Responsible Party Company Name and address Account Number:

Subject:

Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter #______, located at <u>(Meter location address)</u> ends in 60 days and will be removed on or after <u>(Date authorization expires)</u>. Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

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

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

Sincerely,

City of San Diego Water Department

Fire Hydrar Relocate/Re		(EXHIBIT D)	For Off NS Req: Date	ice Use Only FHM Fac #: By
Date:	Instructio to (xxx) x	n: Complete pertin xx-xxxx, mail, or ha	ent information then F/ nd-deliver to the City o 2707 Caminito Chollas	f San Diego, Water
Meter Information			San Diego, CA 9	
Billing Account #:		Requested Mo	ove Date:	
Current Fire Hydrant Meter Location:	n			
New Meter Location: (Attach a detailed m	ap, Thomas Bro	s map location or co	onstruction drawing.)	
Company Information				
Company Name:			-	
Mailing Address	••••••••••••••••••••••••••••••••••••••	· · · ·		
City:	State:	Zip Code:	Phone: ()	
Name and Title of Requestor:			Phone: ()	
Site Contact Name and Title			Phone: ()	
Pager #:			Cell : ()	
Responsible Party Name authorizing reloc	ation fee:			
Signature:	Title:		Date:	•
		-		
Fire Hydrant Meter Re		-	d Removal Date:	
Provide current Meter location if different f	rom above:			
Signature:		Title:	· · · · · · · · · · · · · · · · · · ·	Date:
Phone: ()		Pager: ()		
CIC Annount de la company de		fice Use Only		and period of the second s
CIS Account #:	f	Fees Amount: \$		
Meter Serial #:		Size:	Make/Style	States -
Backflow #:		Size:	Make/Style	
	STATISTICS AND ADDRESS STATISTICS	A DE LA CALLER OF THE PARTY OF		
Name:	10	Signature:		Date:

FHM Relocate_Removal Form

FHM App Created: 11/2/00-htp

APPENDIX C

SAMPLE CITY INVOICE

City of	San Diego, Field Engineering Div.	, 9485 Aero	Drive, S	SD CA 92123		Contract	or's Name:				
Project Name:					Contractor's Address:						
SAP No	o. (WBS/IO/CC)										
					Contract	or's Phone	#:		Invoice No.		
Resident Engineer (RE):									Invoice Date:	voice Date:	
RE Pho	one#:	RE Fax#:				Contact N	Name:		Billing Po	eriod:	
			Contra	ct Authorizati	ion		Previous Estimate This Estimate		Totals to Date		
Item #	Item Description	Unit	Qty	Price	Extension		Amount			% / OTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
-	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						
11.2	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.5	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
	Certified Payroll	LS	0,500	\$1,400.00	\$1,400.00						
12	CHANGE ORDERS	1.5	1	\$1,400.00	\$1,400.00						
Change		4,890									
Items 1	e Order 1	4,890			\$11,250.00						
	-4 Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)						
	e Order 2	LF 160,480	120	-\$55.00	(\$0,300.00)						
Items 1		100,400			\$95,000.00						
-	-5 Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)						
	Encrease bid Item 9	LF	8		\$78,400.00						
	e Order 3 (Close Out)	-121,500	Ű	\$3,00000	\$10,100100						
0	Deduct Bid Item 3	;= • • •	53	-500.00	(\$26,500.00)						
	Deduct Bid Item 4	LS	-1	45,000.00		1		1	1		
Items 3	-9		1	-50,500.00	(\$50,500.00)						
								Total			
1	SUMMARY							This	\$ -	Total Billed	\$0.00
A. Orig	ginal Contract Amount						Ret	ention and	d/or Escro	w Payment Sche	dule
B. App	roved Change Order 1 Thru 3					Total Retention Required as of this billing					
	al Authorized Amount (A+B)					Previous Retention Withheld in PO or in Escrow					
_	al Billed to Date					Add'I Amt to Withhold in PO/Transfer in Escrow:					
	Total Retention (5% of D)					Amt to Release to Contractor from PO/Escrow:					
-	Total Previous Payments					Contract	Star of	no and D	tar		
	ment Due Less Retention					Contracto	or Signatu	re and Da	le:	1	
н. кеп	naining Authorized Amount										

APPENDIX D

HYDRODYNAMIC SEPARATOR STORM WATER TREATMENT UNIT (SWTU)

TECHNICAL SPECIFICATIONS

Appendix D

Hydrodynamic Separator Storm Water Treatment Unit

PART 1 -- GENERAL

1.1 **THE REQUIREMENT**

- A. The CONTRACTOR shall furnish all tools, equipment, materials, and supplies and shall perform all labor required to comple te the work as indicate d on the Drawings and specified herein.
- B. This section covers the work necessary for the construction of precast Hydrodynamic Separator storm water treatment units (SWTU). SWTU details shall be as shown on the Drawings and as specified herein.
- C. Acceptable SWTUs shal l be non-m echanical and gravity driven, requiring no external power requirements. The SWTU shall be capable of capturing and permanently retain ing settleab le, flo atable, and neutrally buoy ant p articles and contaminants in accordance with the performance criteria of these specifications.
- D. Alternative SWTUs will only be considered equivalent when all conditions of the Design Crite ria and Performance Req uirements listed below have been sat isfied through the complete submittal, review and acceptance process. The contractor shall bear all costs associated with any alternatives.

1.2 **DESIGN CRITERIA**

A. The SWTU shall adhere to the hydraulic parameters listed belo w and provide the removal efficiencies and storage capacities as follows:

Performance objective: The treatment chamber must be capable of treating a maxi mum				
flow at least equal to the peak treatment flow liste	ed below.			
PARK RIDGE ROAD UNIT				
Minimum Treatment flow capacity:	3.8	cfs		
Vessel internal diameter:	6	ft.		
Inlet pipe internal diameter: 24 in.				
2 nd Inlet pipe internal diameter: 18 in.				
Maximum Head loss at peak treatment 9.6 in				
capacity:				
(Head loss is defined as the difference between stat ic water l evel at the inlet to the				
freewater su rface in the overflow pipe at peak treat ment flow assu ming a fre e				
discharge.)				
Minimum Sediment storage capacity:	1.6	cu. yd.		
Minimum Oil storage capacity: 455 gal.				
Approximate empty weight:	39,000	lbs.		
Approximate operational weight:	53,200	lbs.		

REHCO ROAD UNIT				
Minimum Treatment flow capacity:	7.5	cfs		
Vessel internal diameter:	8	ft.		
Inlet pipe internal diameter:	27	in.		
Overflow pipe internal diameter:	N/A	in.		
Maximum Head loss at peak treat ment capacity:	10.9	in.		
(Head loss is defined as the difference between stat ic water level at the inlet to the freewater su rface in the overflow pipe at peak treat ment flow assu ming a fre e discharge.)				
Minimum Sediment storage capacity:	4.2	cu. yd.		
Minimum Oil storage capacity:	975	gal.		
Approximate empty weight:	74,000	lbs.		
Approximate operational weight:	104,000	lbs.		

- B. The SWTU shall be a hollow cy lindrical vessel with internal com ponents and a tangential inliet to induce a vortex flow pattern that will accume ulate and store settleable solids in a sediment storage facility that is isolated from the treatment flow path. The sediment storage effective shall be beneath the vortex chamber to prevent re-entrainment of captured sediment and reduction in treatment capacity.
- C. Each SWTU shall utilize a sub merged inlet to prevent the re-entrain ment of trapped floating contaminants without raising the water surface inside the tank.
- D. The SWTU shall have a floatables trap that is separate from the treated effluent discharge area to prevent re-entrain ment of captured floatables during surcharge conditions.
- E. The useable sedi ment and oil storage capac ities shall not be less than the volumes listed above. The useable sediment storage capacity shall not cause a reduction in the volume of the treatment chamber capacity. The useable oil storage capacity shall not encroach upon the useable sediment storage capacity.
- F. Access covers shall be provided as show n on the drawings for the sediment and floatable contaminant storage areas to facilitate maintenance.
- G. Where indicated on the dr awings, SWTU Model 4045 for Rehco Road or approved equal shall be provided with 2 catch basin steel grates and frame openings integrated into the top cover. All dimensions and geometry of the catch basin openings shall be as indicated on the drawings. All flow en tering the catch basin opening shall be captured and treated to the performance requirements herein.

1.5.1 PERFORM ANCE REQUIREMENTS Park Ridge Bl vd: MODEL 3035 OR APPROVED EQUAL

A. Solids Rem oval Performance Requirements: The SWTU shall rem ove oil and sediment from storm water during frequent wet weather events and from street gutter flows during dry weather. Each specified flow based storm water treat ment system shall be capable of removing 80% of the net annual total suspended solids (TSS) load

based on a d50 particle size of 110 m icrons. Annual TSS rem oval efficiency models shall be based on laboratory perfor mance data, site-specific hydraulics and hydrology, and local rainfall intensity distributions. The SWTU units shall capture 100% of the floatables and 10 0% of all particles equal to or greater than 4.7 millimeter (mm) for all flow conditions up to unit's design treatment flow capacity , regardless of the particle's specific grav ity. The SWTU shall capture 100% of all neutrally buoyant material greater than 4.7 mm for all flow conditions up to its design treatment flow capacity.

There shall be no flow conditions up to the design treat ment flow capacity of the SWTU unit in which a flow path through the SWTU can be identified that allows the passage of a 4.7-mm or larger neutrally buoy ant object. The SWTU shall permanently retain all captured material for all flow conditions of the storm drains to include floo d conditions. The SWTU shall not allow materials that have been captured within the u nit to be flushed through or out of t he unit during any flow condition to include flood influences.

- B. Minimum Treatment Flow Capacity: The SWTU shall have a treatment flow capacity of 3.80 cfs. This treatment capacity shall be achieved without any flow bypassing the overflow weir in the upstream bypass structure so that the first flush of pollutants will always be sent to the SWTU.
- C. Storm Water Treat ment Unit Structure: The SWTU structure shall be designed to withstand a minimum H25/HS25 traffic and ear th loadings to be experienced during the life of the treatment unit.
- D. Minimum Sum p Design: The SWTU Model 303 5 or approved equal shall be furnished with a sump that has a minimum volume of 1.6 cubic y ards (1.2 cubic meters) for storage of sediment, organic solids, and other settleable trash and debris. This sump zone shall be separated from the swirl chamber by a constricting acces sway for both physical and hydraulic shear separation. The SWTU shall be furnished with a sump to store settleable materials and pollutants. The sump shall be below the invert of the separation s wirl concentrating or vort exing zone or chamber. Units without sumps or units that have settleable material deposited within the separation or vortexing chamber shall not be allowed. The unit shall have the volumetric sump capacity listed above which is materially separated from the separation or vortex chamber to ensure that settled material does not reside in the treatment flow path and thus be subject to re-suspension.
- E. Oil and Grease Removal Performance: The SWTU shall be equipped with an integral baffle to capture and retain oil and gre ase and Total Petroleum Hydrocarbons (TPH) pollutants as they are transported through the storm drain system during dry weather (gross spills) and wet weather flows.
- F. Minimum Oil Storage Capacity: The SWTU shall be furnished with an integral baffle that provides a minimum gross oil storage volume of 455 gallons (1722-liters).

1.5.2 PERFORM ANCE REQUIREMENTS REHCO ROAD: SWTU M ODEL 4045 OR APPROVED EQUAL

A. Solids Rem oval Performance Requirements: The SWTU shall rem ove oil and sediment from storm water during frequent wet weather events and from street gutter flows during dry weather. Each specified flow based storm water treat ment system shall be capable of removing 80% of the net annual total suspended solids (TSS) load based on a d50 particle size of 110 m icrons. Annual TSS removal efficiency models shall be based on laboratory perfor mance data, site-specific hydraulics and hydrology, and local rainfall intensity distributions. The SWTU units shall capture 100% of the floatables and 10 0% of all pa rticles equal to or greater than 4.7 millimeter (mm) for all flow conditions up to unit's design treatment flow capacity, regardless of the particle's specific grav ity. The SWTU shall capture 100% of all neutrally buoyant material greater than 4.7 mm for all flow conditions up to its design treatment flow capacity.

There shall b e no flow conditions up to the design treat ment flow capacity of the SWTU unit in which a flow path through the SWTU can be identified that allows the passage of a 4.7-mm or larger neutrally buoy ant object. The SWTU shall permanently retain all captured material for all flow conditions of the storm drains to include floo d conditions. The SWTU shall not allow materials that have been captured within the u nit to be flushed through or out of t he unit during any flow condition to include flood influences.

- B. Minimum Treatment Flow Capacity: The SWTU shall have a treatment flow capacity of 7.5 cfs. This treat ment capacity shall be achieved without any flow bypassing the overflow weir in the upstream bypass structure so that the first flush of pollutants will always be sent to the SWTU.
- C. Storm Water Treat ment Unit Structure: The SWTU structure shall be designed to withstand minimum H25/HS25 traffic and ear th loadings to be experienced during the life of the treatment unit.
- D. Minimum Sum p Design: The SWTU shall be furnished with a sump that has a minimum volume of 4.2 cubic y ards (3.2 cubic meters) for sto rage of sedi ment, organic solids, and other settleable trash and debris. This sump zone shall be separated from the swirl chamber by a constricting acces s-way for both phy sical and hydraulic shear separation. The SWTU shall be furnished with a sump to store settleable materials and pollutants. The sump shall be below the invert of the separation swirl concentrating or vortexing zone or chamber. Units without sumps or units that have settleable material deposited within the separation or vortexing chamber shall not be allowed. The unit shall have the volumetric sump capacity listed above which is materially separated from the separation or vortex chamber to ensure that settled material does not reside in the treatment flow path and thus be subject to re-suspension.
- E. Oil and Grease Removal Performance: The SWTU shall be equipped with an integral baffle to capture and retain oil and gre ase and Total Petroleum Hydrocarbons (TPH) pollutants as they are transported through the storm drain system during dry weather (gross spills) and wet weather flows.

F. Minimum Oil Storage Capacity: The SWTU shall be furnished with an integral baffle that provides a minimum gross oil storage volume of 975 gallons (3691-liters).

1.6 CONTRACTOR SUBMITTALS

- A. Submittals shall be made in accordance with the GENERAL REQUIREMENTS.
- B. Shop Drawings: The CONTRACTOR shall fu rnish complete shop drawings for all precast SWTU sections and slabs, maintenance hole sections, cast iron frames and covers, and internal appurtenances for r eview by the ENGINEER in accordance with SUBMITTALS of the GE NERAL REQUIREMENTS. Shop drawings shall include general arrangement and dimensional drawings of the SWTUs and complete plan and profile drawings of the complete inlet and outlet piping system for each SWTU.
- C. Manufacturer's handling, storage and inst allation instructions for the SWTUs and appurtenances and engi neer-stamped calcu lations for hydraulic perform ance and pollutant removal rates.
- D. The SWTU operation and maintenance instructions.

1.7 QUA LITY ASSURANCE

A. Inspection: After installation, the CONTRACTOR shall demonstrate that all SWTUs including the maintenance holes have been properly installed, level, with tight joints, at the correct elevations and orientations, and that the backfilling has been carried out in accordance with the Contract Documents.

PART 2 -- PRODUCTS

2.1 SWTU

A. The SWTUs shall be the 3035 and 404 5 as designed and manufactured by Contech located at 9025 Centre Pointe Drive, Suite 400 West Chester, OH 45069, tel ephone (800)338-1122, or approved equal.

Proposed equals shall be i n-line units with an internal dia meter not greater than six feet for the Park Ridge location and eight feet for the Rehco Road location, and a submerged inlet, and shall be configured to acco mmodate installation in the limited space available at the locations shown and the partially submerged flow dive rsion shown. Proposed equals shall meet a ll specification performance and storage requirements, including retention of all captured materials during flood con ditions. Alternative SWTU produc ts that may be ab le to be modified to meet the above requirements include: Kristar Enterprise's Downstream Defender, the Hydro works Hydroguard, and the Rinker Stormceptor®.

- B. The SWTU consists of a hollow, c ylindrical vessel with internal co mponents and maintenance holes.
 - 1. The internal co mponents shall include the fiberglass inlet and cy linder and 2400 m icron separation screen. All components shall be designed to withstand all norm al loadings associated with fabrication, shipping, site installation, and normal operation of the equipment.
 - 2. Maintenance holes fram es and covers that are part of the SWTU shall conform to Section SDRSD-M2.
 - 3. The SWTU precast sections shall be delivered to the job site with the internal components full y assem bled and attached to the corresponding precast sections.
- C. All piping connections and an cillary items not listed herein shall be provided by the CONTRACTOR.

2.2 MATERIALS AND DESIGN

- A. Precast concrete components shall conform to applicable sections of ASTM C 478, ASTM C 857 and ASTM C 858 and the following:
 - 1. Unless other wise noted, the precast concrete sections, steel grate, manhole covers, and cleanout covers shall be designed to withstand lateral earth and AASHTO H-25 traffic loads.
 - 2. Cement shall be Type III Portland Cement conforming to ASTM C 150.
 - 3. Aggregate shall conform to ASTM C 33.
 - 4. Reinforcing steel shall be deformed billet-steel b ars, welded steel wire, or deformed welded steel conforming to ASTM A 615, A 185, or A 497.
 - 5. Joints shall be sealed with perform ed sealing compound conforming to ASTM C 990.
 - 6. Shipping of components shall not be initiated until a minimum compressive strength of 4,000 psi is attained or five (5) calendar days after fabrication has expired, whichever occurs first.
- B. Internal Components and appurtenances shall conform to the following:
 - 1. Screen and support structure shall be manufactured of t ype 316 and 31 6L stainless steel conforming to ASTM F 1267-01;
 - 2. Hardware shall be manufactured of Type 316 stai nless steel co nforming to ASTM 320;
 - 3. Fiberglass components shall conform to the National Bureauof Standards PS-15 and coated with an isophalic polyester gelcoat.

2.3 30 INCH RCP STUB-OUTS AND PIPE COLLAR

The contractor shall install 30 inch R CP stub ou ts to the SWT U model 4045 or ap proved equal prefabricated knock outs. The contractor shall install concrete collar joints per SDRSD D-62 to connect with the existing 27 inch ACP.

PART 3 – EXECUTION

3.1 EXCAVATION AND BACKFILL: 3035 AND 4045 OR APPROVED EQUALS

A. Remove wat er from the excavation. In the event that loos e or soft soils ar e encountered at the bottom of the excavation, the contractor shall remove the loose/soft materials to a minimum d epth of 18 inches below the bottom of the excavation and replace with ³/₄ inch crus hed rock wrapped in geotextile fabric Mirafi 600X or approved equal. The SWTU sub base shall be compacted to a minimum of 90%.

3.2 SWTU INSTALLATION

- A. The SWTU precast sections shall be installed in strict accordance with the site plans, and the manufacturer's general arrangem ent drawings and han dling, storag e and installation instructions. The CONTRACTOR shall be responsible for installing the equipment and all necessary site connections. The manufacturer shall provide the contractor in stallation instructions and offer on-site guidance during the important stages of the installation as identified by the manufacturer at no additional expense. A minimum of 72 hours notice shall be provided to the manufacturer prior to their performance of the services included under this subsection.
- B. The precast concrete structure shall be properly located and set level to wit hin 0.5 percent on the prepared sub base foundation.
- C. Non-shrink g rout as specified in Section 201- 7.3 of the 2012 Greenbook shall be used to provide a water tight seal in the pickholes and around the concrete knock-outs for the inlet and outlet pipes.
- D. The maintenance hole, fra mes, and covers shall be installed in ac cordance with the requirements of SDRSD M-2
- E. The contractor shall re move all loose material and pooling water from the S WTD prior to the transfer of operational responsibility.
- F. The contractor shall trim all protruding lifting provisions flus h with the adjacent concrete surface in a manner, which leaves no sharp points or edges.

3.3 PAYMEN T

3.3.1 Payment for the installation and furn ishing of the CDS unit model 3035 and or approved equal shall include the excavation and removal of existing AC, rem oval of a portion of existing 24 i nch RCP necessary to install the unit, c onnecting relevant pipe, manhole frames, grade ring/risers and c overs, grout fill joints, and backfill shall be per each as shown on the plans and in the specifications.

3.3.2 Payment for the installation and furni shing of the CDS unit model 4045 and o r approved equal shall include the excavation and removal of existing AC, rem oval of an existing type B-1 cat ch basin, protection of exi sting utilities, installation of two 3'x2' steel frame and grate, rem oval, handling, and disposal of a portion of existing 27 inch non-friable Asbestos Cem ent Pipe necessary to install the unit, grout fill joints, 30 inc h pipe stub outs, pipe collar joints, manhole frames and covers, and backfill shall be per each as shown on the plans and in the specifications.

END OF SECTION

City of San Diego

CITY CONTACT: <u>Clementina Giordano</u>, <u>Contract Specialist</u>, <u>Email</u>: <u>CGiordano@sandiego.gov</u>. <u>Phone</u>: 619-533-3481, <u>Fax</u>. 619-533-3633

ADDENDUM "A"

FOR



PARK RIDGE BLVD, MARINDUSTRY DRIVE, OSLER STREET WATERSHED PROTECTION PROJECT

BID NO.:	L-13-5705-DBB-2	
SAP NO. (WBS/IO/CC):	B-10026	
CLIENT DEPARTMENT:	2116	
COUNCIL DISTRICT:	6	
PROJECT TYPE:	CC	

BID DUE DATE:

1:30 PM

JANUARY 8, 2013 CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 1010 SECOND AVENUE, SUITE 1400, MS 614C SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

B. VOLUME 1

- 1. To the Notice Inviting Bids, item 3, Description of Work, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - **3. DESCRIPTION OF WORK:** The W ork involves furnishing all labor, materials, equipm ent, serv ices, and other incidental works and appurtenances for the construction of the Project as described below:

Work consists of the installation and furnishing of 2 S torm W ater Treatment Units, Curb Inlet and 18-RCP.

- **3.1.** The Work shall be performed in accordance with:
 - **3.1.1.** This Notice Inviting Bids and Plans num bered **36455-01-D** through **36455-05-D**, inclusive.
- 2. To the Notice Inv iting Bids, item 6, Contrac tor Regis tration and Electron ic Reporting System, page 5, **DELETE** in its en tirety and **SUBSTITUTE** with the following:

6. CONTRACTOR REGISTRATION AND ELE CTRONIC REPORTING SYSTEM:

6.1. <u>Prior</u> to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** reg ister with Pr ism®, the City's web-based contract compliance portal at:

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

6.2. The City m ay not award the cont ract until registration of all subcontractors and suppliers is complete. In the event this requirement is not m et within the tim e frame specified in the Notice o f Intent to Award lette r, the City reserv es the right to re scind the N otice of Award/Intent to Award and to m ake the award to the next responsive and responsible bidder / proposer.

3. To the Notice Inviting Bids, **ADD** the following:

35. EQUAL OPPORTUNITY

35.1. 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.

 The Contractor, Subcontractors and Suppliers shall comply with requ irements of the City's Nondiscrimination in C ontracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

The Contractor shall not discrim inate on the basis of race, g ender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selec tion, hiring, or trea tment of subcontractors, vendors, or suppliers. T he Contractor shall provide equal opportunity for subcontractors to partic ipate in subcontracting opportunities. The Contra ctor understands and agrees tha t violation of this clause shall be considered a m aterial br each of the contract and may result in contract term ination, debarm ent, or other sanctions.

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

- 2. Disclosure of Discrim ination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all in stances with in the past 10 years where a com plaint was filed or p ending against Bidder in a legal or adm inistrative proceeding alleg ing that Bidd er discrim inated against its employees, subc ontractors, vendors, or suppliers, and a description of the status or resolution of that c omplaint, including any remedial action taken.
- 3. Upon the City' s request, th e Contractor agrees to provide to the City, within 60 days, a truthful and complete lis t of the nam es of all Subcontrac tors and Suppliers that the Cont ractor has used in the

past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar am ount paid by the Contractor for each subcontract or supply contract.

4. The Contractor further agrees to fully cooperate in any investigation conduct ed by the City pursuant to the City' s Nondiscri mination 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 an d may result in remedies being ordered ag ainst the Contractor up to and including contract term ination, debarm ent and other sanctions for violation of the provisions of the Nondiscrim ination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrim ination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNI TY OUTREACH PROGRAM.

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

The Contractor shall not discrim inate against any employee or applicant for e mployment on any basis prohibited by law. Contractor shall provide equal opportunity in all em ployment practices. Prime Contractor shall en sure their subcontractors comply with this p rogram. Nothing in th is section shall be interpreted to hold a prim e contractor liable for any discrim inatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts betw een 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 W orking Days aft er 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 W ork Force Report is subm itted, and the City determines there are under-representations when compared to County Labor Force Availability data, the se lected Bidder shall submit an Equal Employment Opportunity Plan.
- 4. If the selected Bid der subm its an Equ al Employment Opportunity Plan, it shall include the following assurances:
 - 1. The Contractor shall m aintain a working environment free of discrim ination, harassment, intim idation and coerc ion at all sites and in all f acilities a t which the Contractor's employees are assigned to work.
 - 2. The Contractor review s its EEO Policy, at least annually, with al 1 on-site supervisors involved in employment decisions.
 - 3. The Contractor dissem inates and reviews its EEO Policy with all employees at least once a year, posts the policy statem ent and EEO posters on all company bulletin boards and job sites, and docum ents every dissem ination, review and posting with a written record to identify the tim e, place, em ployees pres ent, subject matter, and disposition of meetings.
 - 4. The Contractor reviews, at least annually, all supervisors' adherence to and perform ance under the E EO Policy and m aintains written documentation of these reviews.
 - 5. The Contractor discusses its EEO Policy Statement with subcon tractors with whom it anticipates doing business, includes the EEO Policy Statem ent 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 dissem inates its E EO 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 provid es imm ediate written notification to the C ity when any union referral process has im peded the Contractor's efforts to maintain its EEO Policy.
- 10. The Contractor m aintains a current list of recruitment sources, including those outreaching to people of color and wom en, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- 11. The Contractor m aintains a current file of names, addresses and p hone numbers of each walk-in applicant, including people of color and wom en, and referrals from unions, recruitment sources, or comm unity organizations with a description of the employment action taken.
- 12. The Contractor enco urages all present employees, including people of color and women employees, to recruit others.
- 13. The Contractor m aintains all employm ent selection process information with record s of all tests and other selection criteria.
- 14. The Contractor develops and m aintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees,

including people of color and wom en, and establishes apprentic eship, tra inee, and upgrade programs relevant to the Contractor's employment needs.

- 15. The Contractor conducts, at least annually, an inventory and evaluation of all em ployees for promotional opportunities and encourages all employees to seek and prepare app ropriately for such opportunities.
- 16. The Contractor en sures the com pany's working environm ent and activities are non-segregated except for providing separate or single-user toile ts an d necessary changing facilities to assure privacy between the sexes.

Tony Heinrichs, Director Public Works Department

Dated: *December 18, 2012* San Diego, California

TH/ar/cg/rir

City of San Diego

CONTRACTOR'S NAME: PAL General Engineering Inc. ADDRESS: 5374 Eastgate Mall San Diego, CA 92121 TELEPHONE NO.: 8586387100 FAX NO.: 8586387102 CITY CONTACT: Clementina Giordano, Contract Specialist, Email: CGiordano@sandiego.gov. Phone: 619-533-3481, Fax. 619-533-3633

JSoriano/AR/RIR

CONTRACT DOCUMENTS



FOR

PARK RIDGE BLVD, MARINDUSTRY DRIVE, OSLER STREET WATERSHED PROTECTION PROJECT

VOLUME 2 OF 2

BID NO.:	L-13-5705-DBB-2
SAP NO. (WBS/IO/CC):	B-10026
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	6
PROJECT TYPE:	<u> </u>

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

> COMPETITION RESTRICTED TO: SLBE-ELBE FIRMS ONLY

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

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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,	-6
2.	Bid Bond	7
3.	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	8
4.	Contractors Certification of Pending Actions	9
5.	Equal Benefits Ordinance Certification of Compliance	0
6,	Proposal (Bid)	13
7.	Form AA35 - List of Subcontractors	14
8.	Form AA40 - Named Equipment/Material Supplier List	15

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	
(3)	Place of Business (Street & Number)	
(4)	City and State	Zip Code
_(5)	Telephone No	Facsimile No
IF A PA	ARTNERSHIP, SIGN HERE:	
(1)	Name under which business is conducted	
(2)	Name of each member of partnership, indic. (limited):	ate character of each partner, general or special
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(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
<u>IF A C</u>	ORPORATION, SIGN HERE:	
(1)	Name under which business is conducted]	PAL General Engineering, Inc.
(2)	Signature with official title of officer authori	zed to sign for the corporation:
	(Signature)	
	Marla Jahshan (Printed Name)	
	President	
	(Title of Officer)	(Impress Corporate Scal Here)
(3)	Incorporated under the laws of the State of	California
(4)	Place of Business (Street & Number) 5374	Eastgate Mall
(5)	City and State <u>San Diego, CA</u>	Zip Code <u>92121</u>
(6)	Telephone No. <u>858-638-7100</u>	Facsimile No. <u>858-638-7102</u>

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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. 916931	EXPIRES <u>April 30</u> , 2013

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

TAX IDENTIFICATION NUMBER (TIN):

E-Mail Address: ______info@palgd.com______

THIS PROPOSAL MUST BE NOTARIZED BELOW;

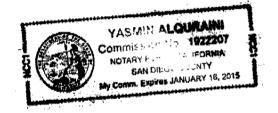
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

_____Title ___President Signature_

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF Janney 1.2013 Notary Public in and for the County of ______, State of ______, State of ______

S. marker

(NOTARIAL SEAL)



BID BOND

KNOW ALL MEN BY THESE PRESENTS.

PAL General Engineering, Inc. That

as Principal, and

The Hanover Insurance Company

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

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

Park Ridge Blvd, Marindustry Drive, Osler Street Watershed Protection Project

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

SIGNED AND SEALED, this _____ 17th day of _ December , 20 12

PAL General Engineering, Inc. (SEAL) (Prinkipal) By: (Signature) Marla Jahshan, President

The Hanover Insurance Company (SEAL)

(Surety) By (Signature)

Matthew C. Gaynor, Attorney-In Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Matthew C. Gaynor, Kim D. Vasquez, Dantel Frazee and/or David J. Garcia

of **Santee**, **CA**and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, In conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-In-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 -Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **7th** day of **December 2011**.



THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS, INSURANCE COMPANY OF AMERICA

Noma

Robert Thomas, Vice President

loe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS) COUNTY OF WORCESTER)ss

On this 7th day of December 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the Individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



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Barbara A, Garlick, Notary Public My Commission Explres September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be face/imile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 17th day of December 2012.

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

#75/ar

Glohn Margoslan, Vice President

			ACKNO	WLE		г
	e of Californi nty of	a San Dieg	o)		
On _	December	17, 2012	before (ne,		euerman, Notary Public
who subs his/ t pers	scribed to the scribed to the son(s), or the tify under PE	e on the basis e within instrur orized capaci entity upon b	ment and ack ty(jes), and ti ehalf of which	nry evid nowle nat by n the p	dged to me his/ ber/their berson(<i>s</i>) act	the person(s) whose name(s) is/are that he/she/they executed the same in signature(s) on the instrument the ted, executed the instrument. State of California that the foregoing
WIT	NESS my ha	and and officia	i) seal.			Commission No. 1884440 NOTARY PUBLIC - CALLFORNIA SAN DIEGO COUNTY Commission Expires March 28, 2014
Oimm	nature <u>14</u>	rehus Sol	101104 001.	* 10 • •	(Seal)	

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

, being first duly sworn, deposes and

State of California)) ss. County of San Diego)

Marla Jahhan

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

Signed:

President Title:

Subscribed and sworn to before me this .20 13 day of January Notary Public ommission No. 1922207 IOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY ANUARY 18 2015

Non-collusion Affidavit (Rev. July 2012) Park Ridge Blvd, Marindustry Drive, Osler Street Watershed Protection Project

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CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

Contractor Name: PAL General Engineering, Inc.

Certified By	<u>Marla Jahshan</u>	<u> </u>	Title President	
	Name			
	M V.	11/2	Date 1/8/2013	
		Var -	Date 18 2015	
	l Signatur	ie .	•	
	v Bighatai			

1. 1. 1. 1.

USE ADDITIONAL FORMS AS NECESSARY

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-	EFITS ORDINANCE			Diego Program
Company Nomer		COMPANY INFORM		
	PAL General Engin		Contact Name:Mar	······································
Company Address	s 5374 Eastgate Ma		Contact Phone: 858	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
	San Diego, CA 92	CONTRACT INFORM		fo@palsd.com
Contract Title:		CONTRACTINEOR	· · · · · · · · · · · · · · · · · · ·	Start Date:
Contract Numbe	er (if no number, state location):			End Date:
			INANCE REQUIREMENTS	
 equal benefits as Contractor sh Benefits ir travel/reloc Any benefit Contractor sh periods. Contractor sh Contractor sh Contractor sh NOTE: This summation 	defined in SDMC §22.4302 for the nall offer equal benefits to employe include health, dental, vision insu- cation expenses; employee assists it not offer an employee with a spo- nall post notice of firm's equal ben- nall allow City access to records, w nall submit <i>EBO Certification of Co</i> ry is provided for convenience. Full te	e duration of the contract. To bes with spouses and emplo rance; pension/401(k) plan ance programs; credit union iuse, is not required to be of efits policy in the workplace when requested, to confirm of <i>impliance</i> , signed under per ext of the EBO and Rules Impler EQUAL BENEFITS OR the EBO. The City may reque	yees with domestic partners. s; bereavement, family, parental I membership; or any other benefit, fered to an employee with a domest and notify employees at time of hire compliance with EBO requirements, halty of perjury, prior to award of com- nenting the EBO are available at www. DINANCE CERTIFICATION est supporting documentation.	leave; discounts, child care; tic partner. e and during open enrollment htract.
	 Provides equal benefits Provides no benefits to Has no employees. Has collective bargaining I request the City's approval to provide the city's approval	e to spouses and domestic p spouses or domestic partne ng agreement(s) in place pri pay affected employees a ca	artners. ers. or to January 1, 2011, that has not i ish equivalent in lieu of equal benef	its and verify my firm made a
	of a cash equivalent for benefits effort to extend all available ben	available to spouses but no efits to domestic partners.	oon contract award. I agree to notify t domestic partners and to continue	e to make every reasonable
	ny contractor to knowingly submit ard, amendment, or administration		City regarding equal benefits or ca Municipal Code §22.4307(a)]	ish equivalent associated with
understands the r pay a cash equiva	requirements of the Equal Benefit slent if authorized by the City.	of California, I certify the ab s Ordinance and will provid	ove information is true and correct e and maintain equaribenefits for t	t. I further certify that my firm he duration of the contract or
*	ishan, <u>President</u> Name/Title of Signatory		Signature	<u>4 81 2013</u> Date
	No. 1	FOR OFFICIAL CITY L	ISE ONLY	
Receipt Date:	EBO Analyst:	□ Approved	Not Approved – Reason:	

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PROPOSAL (BID)

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

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension
	t t		<u>*</u>		BASE BID		
1	1	LS	2-4.1	237110	Bonds (Payment and Performance)	\sim	\$5,270.00
2	1	LS	7-9.1.1	238990	Video Recording of Pre-existing Conditions	\sim	\$750.00
3	1	LS	7-10.2.6	237310	Traffic Control		\$7,860.00
4	1	EA	Appendix D	237110	Rehco Road SWTU Installation	\$ 63,192.00	\$63,192.00
5	1	EA	Appendix D	237110	Park Ridge SWTU Installation	\$48,171.00	\$48,171.00
6	1	LS	9-3.4.1	237110	Mobilization		\$ 3,500.00
7	1	AL	9-3.5		Field Orders - Type II	\sim	\$16,000.00
8	1	EA	303-1.11	237110	Curb Inlet Type B-1	\$11,650.00	\$11,650.00
9	I	LS	30 6- 1. 1 .6	237110	Trench Shoring		\$6,500.00
10	15	LF	306-1.6	237110	18 -Inch RCP Storm Drain	\$350.00	\$5,250.00
11	I	LS	701-13.9.5	541330	Water Pollution Control Program Development		\$ 900
12	1	LS	701-13.9.5	237990	Water Pollution Control Program Implementation	\sim	\$3,500
13	1	AL	705-2.7	237110	Dewatering Permit & Discharge Fees - Type I	Dewatering Permit & Discharge Fees - Type I	
14	1	AL	705-2.7	238990	Equipment & Set up for Treatment of Contaminated Water containing non-hazardous materials - Type I		\$40,000.00
15	y	LS	705-2.7	238990	Dewatering - Non-Hazardous Contaminated Water	\sim	\$ 16,000.00
	1		<u> </u>		ESTIMATED T	OTAL BASE BID:	\$268,543.0

BIDDING DOCUMENTS

TOTAL BID PRICE FOR BID (Items 1 through 15 inclusive) amount written in words:

five hundred buty three dollars and zero counts

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:

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

Marla Jahshan, President

Abd Jahshan, Vice President

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

Bidder: PAL	General Engineering, Inc.	
Title:	President	
Business Address:	5374 Eastgate Mall San Diego, CA 92	121
Place of Business:	<u>5374 Eastgate Mall San Diego, CA 92</u>	2121
Place of Residence	AAA	
Signature:	1h th	
	0	

NOTES:

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

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

NEME ADDRESS AND TELEPHONE NEARER OF SUBCONIESE TOR	CONSTRUCTOR ORDESIGNER	TYPE OF WORK:	DOBLARVATUE OF SUBCONTRACT	MEL WELDEL DAELADE DAELSTEISDE WSEHUEZDE URSDVISED	WILRE CERTIFIED©	CHEERAF TOINT EVENTURE PARTNERSHIP
Name:						
Name:						
Name: Address: City: State: Zip: Phone:						

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

	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOSB		
0	As appropriate, Bidder shall indicate if Subcontractor is	certified by:		
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS
	California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA
	State of California	CA	U.S. Small Business Administration	SBA

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

BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NVME ADDRESS AND TELEPHONE NUMBER OF VT NOOR SWPPTER	MATERIAES OR SUPPLIES	DOLLAR VATUE SOF MAJERIAL OR SUPPLIES	SUPPLITER (Nes/No)	MANUFACTURER	MBE WET DEFIDVER OBT TO BY SUBE SDE WS BUILD SUBE SDE SD MOSBO	WHERE CERTIFIED 2
Name:						
Name:						
Name: Address: City: State: Zip: Phone:						

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Bidder shall indicate if Vendor/Supplie	r is certified by:		
City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

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UNDERGROUND UTILITIES

PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT THE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY **IDENTIFICATION NUMBER.**

UNDERGROUND SERVICE ALERT (U.S.A.)

1-800-422-4133

THE CONTRACTOR SHALL NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E. 69KV & HIGHER) SAN DIEGO GAS & ELECTRIC CO. 1-800-227-2600

MONUMENTATION NOTE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTIONS AND /OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OR RECORD SURVEY, AS APPROPRIATE, SHALL BE FILLED BY THE LICENSED LAND SURVEYOR OR THE REGISTERED CIVIL ENGINEER AS REQUIRED BY THE LAND SURVEYOR'S ACT (BUSSINESS AND PROFESSIONS CODE 8771).

SPECIAL NOTES:

- 1. THE CONTRACTOR SHALL ENFORCE ALL SAFETY MEASURES. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES. INCLUDING SHORING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
- 2. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS
- 3. LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.
- 4. BEFORE EXCAVATING FOR THIS CONTRACT, THE CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES.
- 5. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- IF THERE IS ANY QUESTION REGARDING THESE PLANS OR FIELD STAKES, THE CONTRACTOR SHALL REQUEST AN INTERPRETATION BEFORE DOING ANY WORK BY CALLING THE CITY RESIDENT ENGINEER. THE CONTRACTOR SHALL ALSO TAKE THE NECESSARY STEPS TO PROTECT THE PROJECT AND ADJACENT PROPERTY FROM ANY EROSION OR SILTATION THAT RESULT FROM HIS OPERATIONS BY APPROPRIATE MEANS (SAND BAGS, HAY BALES, DIKES, SHORING, ETC.) UNTIL SUCH TIME THAT THE PROJECT IS COMPLETED AND ACCEPTED FOR MAINTENANCE BY WHATEVER OWNER. AGENCY OR ASSOCIATION IS TO BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE.
- 7. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS
- 8. THE MARINDUSTRY AND OSLER STREET LOCATIONS HAVE BEEN REMOVED FROM THE SCOPE OF WORK AND REPLACED WITH THE REHCO ROAD LOCATION AS SHOWN HEREIN.

WATER POLLUTION CONTROL NOTES

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS NOTED IN THE GREENBOOK 2012 CITY SUPPLEMENT SEC 701 - WATER POLLUTION CONTROL. CONSTRUCTION SITE STORM WATER PRIORITY (INSPECTION FREQUENCY): LOW.

STORM WATER PROTECTION

TI-IIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R9-2007-001 AND WATER POLLUTION CONTROL PLAN.

CONSTRUCTION NOTES

1. CONTRACTOR SHALL PROTECT EXISTING PRIVATE PROPERTY AND PLANTINGS AS NECESSARY.

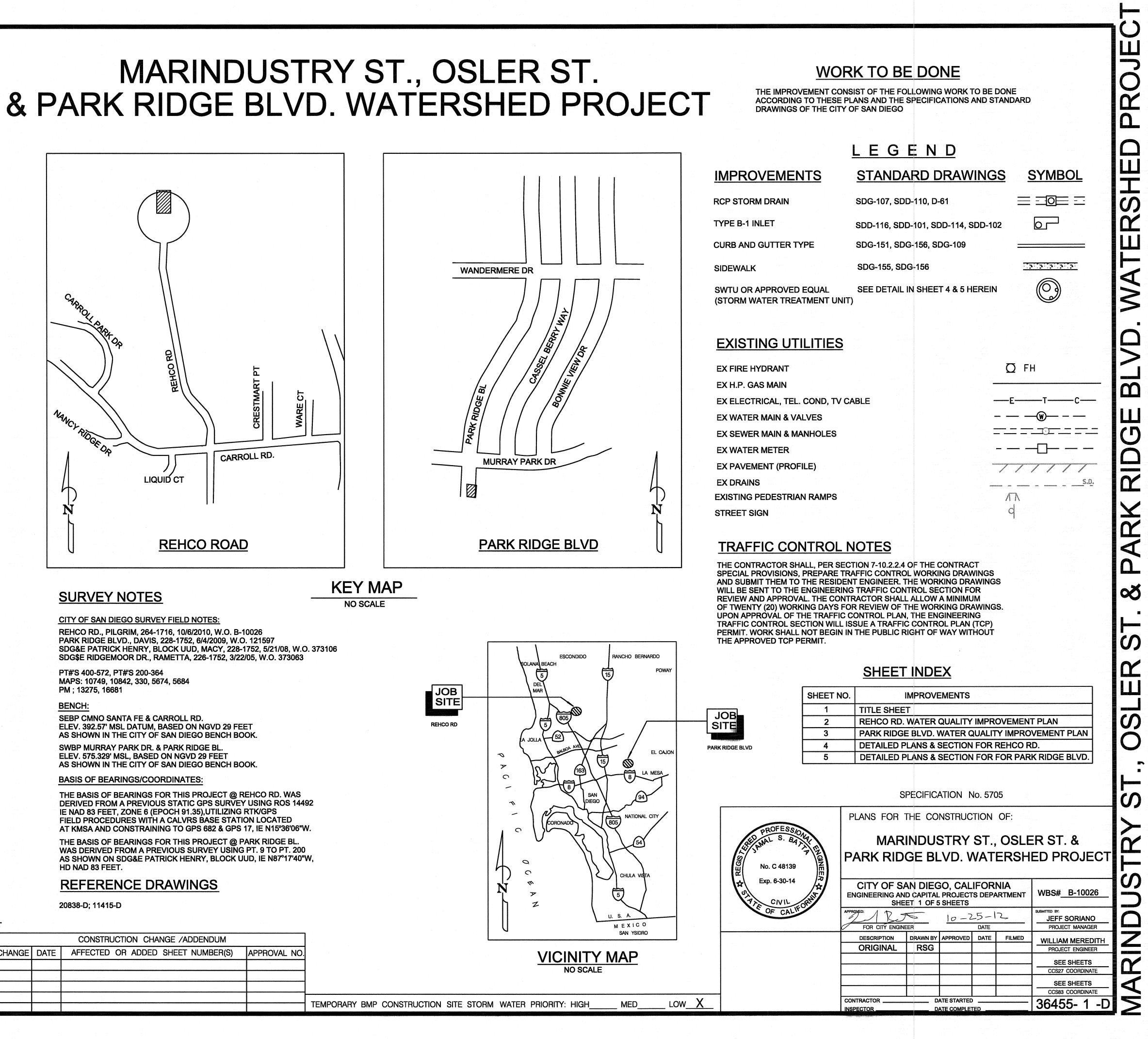
2. CONTRACTOR SHALL SECURE ACCESS TO PRIVATE BUSINESSES DURING CONSTRUCTION.

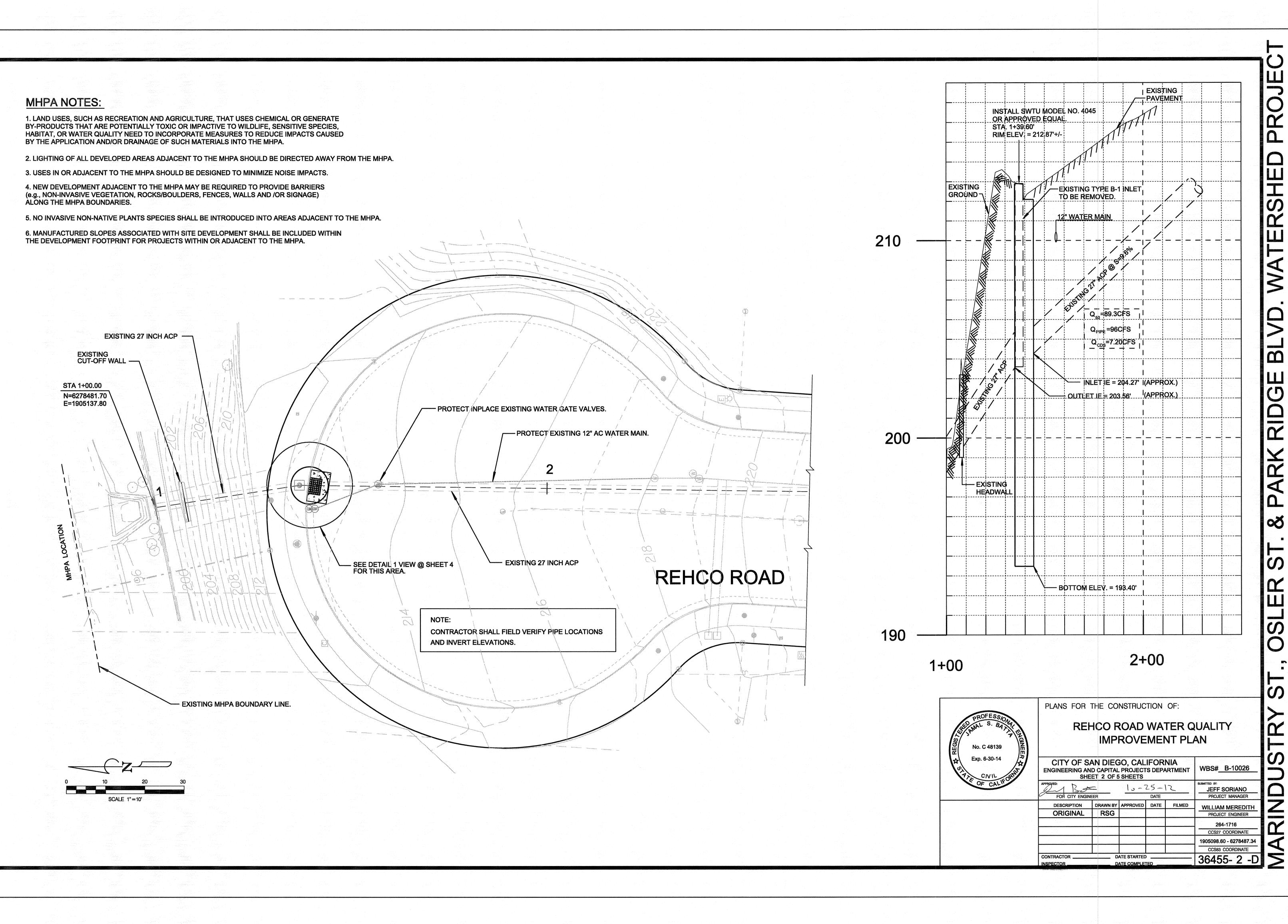
3. CONTRACTOR SHALL REFER TO THE APPENDIX OF THE SPECIFICATIONS.

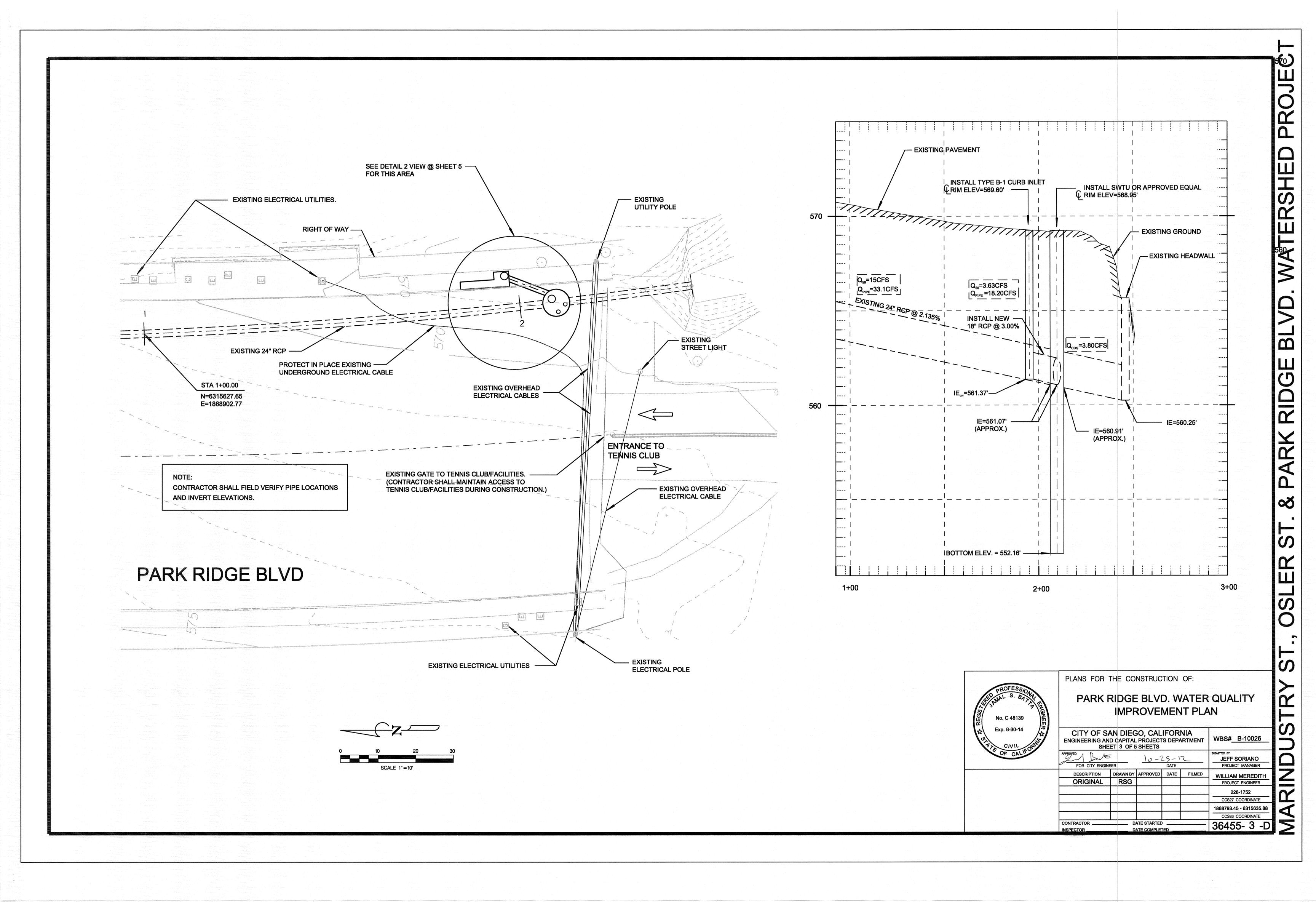
ABBREVIATIONS

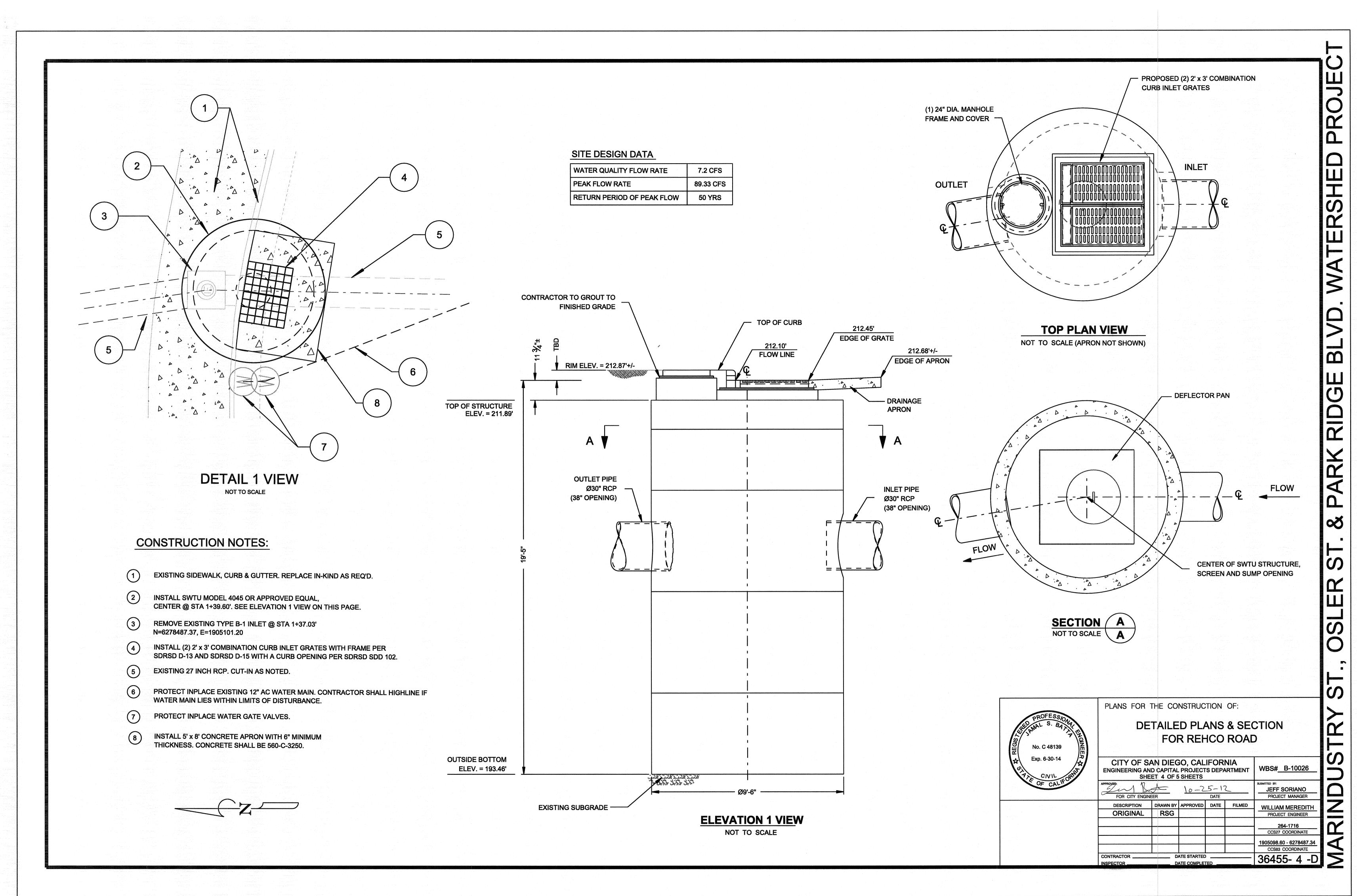
ABAND	ABANDON	COND	CONDUIT	OVHD	OVER HEAD		THE
ABAND'D	ABANDONED	CONTR	CONTRACTOR	PVC	POLYVINYL CHLORIDE		WAS
ACP	ASBESTOS CEMENT	DB	DIRECT BURIED	RED	REDUCER		AS S
	PIPE	EB	ENCASED BURIED	R/W	RIGHT OF WAY		HD N
AHD	AHEAD	ELEC	ELECTRIC	S	SURVEY LINE		
ASSY	ASSEMBLY	EX, EXIST	EXISTING	S/E	SOUTH EAST		RE
BK	BACK	FL	FLOW LINE	S/W	SOUTH WEST		
BTWN	BETWEEN	GB	GRADE BREAK	SDRSD	SAN DIEGO REGIONAL		2083
CATV	CABLE TV	HP	HIGH PRESSURE		STANDARD DRAWING		
CI	CAST IRON PIPE	E	INVERT ELEVATION	SWTU	STORM WATER TREATME	NT	
Ģ	CENTER LINE	N/E	NORTH EAST		UNIT		
L. S. S. M. S.		N/W	NORTH WEST	ТС	TOP OF CURB		
				TEL	TELEPHONE	CHANGE	DATE A
				UNK	UNKNOWN		

MARINDUSTRY ST., OSLER ST.









WATER QUALITY FLOW RATE	7.2 CFS
PEAK FLOW RATE	89.33 CFS
RETURN PERIOD OF PEAK FLOW	50 YRS

