# City of San Diego

**CONTRACTOR'S NAME**: J.F. Brennan Company, Inc.
**ADDRESS**: 4411 Dupont Court #130, Ventura, CA 93003
**TELEPHONE NO.**: 608-784-7173 **FAX NO.:**
**CITY CONTACT:** Brittany Friedenreich, Senior Contract Specialist, Email: BFriedenreic@sandiego.gov
Phone No. (619) 533-3104
J. Rivera / A. Jaro / K.E. Ranshaw

# BIDDING DOCUMENTS

e - Bidding

## FOR

## SAN VICENTE DAM LOW LEVEL OUTLET IMPROVEMENTS

BID NO.: **K-26-2384-DBB-3**
SAP NO. (WBS/IO/CC): **B-22002**
CLIENT DEPARTMENT: **2000**
COUNCIL DISTRICT: **N/A**
PROJECT TYPE: **BK**

**THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- PREVAILING WAGE RATES: STATE ☒ FEDERAL ☐
- APPRENTICESHIP

**THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:**

- PHASED-FUNDING

**BID DUE DATE:**

**2:00 PM**
**FEBRUARY 4, 2026**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

## ENGINEER OF WORK

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

Barbia Hashemi — 11/17/2025 — Seal:

1) Registered Engineer — Date

William F. Gibson — 12/02/2025 — Seal:

2) For City Engineer — Date

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# REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(d)(2) for important information regarding grounds for debarment for failure to submit required documentation.

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

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

| ITEM | DOCUMENT TO BE SUBMITTED | WHEN DUE | FROM |
|---|---|---|---|
| 1. | Bid Bond (PDF via PlanetBids) | At Time of Bid | ALL BIDDERS |
| 2. | Contractor's Certification of Pending Actions | At Time of Bid | ALL BIDDERS |
| 3. | Mandatory Disclosure of Business Interests | At Time of Bid | ALL BIDDERS |
| 4. | Debarment and Suspension Certification for Prime Contractors | At Time of Bid | ALL BIDDERS |
| 5. | Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs | At Time of Bid | ALL BIDDERS |
| 6. | Bid Bond (Original) | By 5PM 1 working day after bid opening | ALL BIDDERS |
| 7. | SLBE Good Faith Effort Documentation | By 5PM 3 working days after bid opening | ALL BIDDERS |
| 8. | Form AA60 – List of Work Made Available | By 5PM 3 working days after bid opening with Good Faith Effort (GFE) documentation | ALL BIDDERS |
| 9. | Phased Funding Schedule Agreement | Within 10 working days of the Notice of Intent to Award | AWARDED BIDDER |
| 10. | If the Contractor is a Joint Venture:<br>• Joint Venture Agreement<br>• Joint Venture License | Within 10 working days of receipt by bidder of contract forms | AWARDED BIDDER |
| 11. | Payment & Performance Bond, Certificates of Insurance & Endorsements | Within 10 working days of receipt by bidder of contract forms and NOI | AWARDED BIDDER |

| ITEM | DOCUMENT TO BE SUBMITTED | WHEN DUE | FROM |
|---|---|---|---|
| 12. | In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance | Within 10 working days of receipt by bidder of contract forms and NOI | AWARDED BIDDER |
| 13. | Signed Contract Agreement Page | Within 3 working days of receipt by bidder of Contract Agreement | AWARDED BIDDER |
| 14. | Listing of "Other Than First Tier" Subcontractors | Within 10 working days of receipt by bidder of contract forms | AWARDED BIDDER |

## NOTICE INVITING BIDS

**1.** **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **San Vicente Dam Low Level Outlet Improvements.** For additional information refer to Attachment A.

**2.** **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: http://www.sandiego.gov.

**3.** **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **$3,000,000.00.**

**4.** **BID DUE DATE AND TIME ARE: FEBRUARY 4, 2026** at **2:00 PM**.

**5.** **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.

**6.** **LICENSE REQUIREMENT**: To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**

**7.** **SUBCONTRACTING PARTICIPATION PERCENTAGES**: Subcontracting participation percentages apply to this contract.

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

1. SLBE participation **8.7%**
2. ELBE participation **7.1%**
3. Total mandatory participation **15.8%**

**7.2.** The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on PlanetBids.

**7.3.** The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:

**7.3.1.** Attending the Pre-Bid Meeting.

**7.3.2.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR

**7.3.3.** Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

**All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all bidders.**

## 8. PRE-BID MEETING:

### 8.1. ONLINE PRE-BID MEETING:

Prospective Bidders are **Required** to attend the Pre-Bid Meeting.

**Failure to attend the Pre-Bid Meeting will result in the Bidder's Bid being deemed non-responsive.**

**Bidders will not be admitted after the specified start time of the Meeting.**

The Pre-Bid Meeting will be held on **Wednesday, January 07, 2026,** at **10:00 AM** (PST) at:

**Microsoft Teams** Need help?

**Join the meeting now**
**Meeting ID:** 252 650 964 174 27
**Passcode:** K8U5sw9v
**Dial in by phone**
+1 945-468-5511,,382060666# United States, Los Angeles
Find a local number
**Phone Conference ID:** # 382 060 666

For organizers: Meeting options | Reset dial-in PIN

**Please Note:** You will need to join the meeting with a computer, tablet or smartphone with the **Microsoft Teams** in order to sign in via the chat feature as attendance at the meeting will be evidenced by the Chat sign-in. The Chat feature will also be used for attendees to ask any questions.

The purpose of the meeting is to discuss the scope of the Project, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures.

Upon entering the meeting, all attendees must use the chat feature to sign in with the following information: Name of firm, Attendee's name, Phone number and Email address.

**8.2.** **PRE-BID SITE VISIT:** All those wishing to submit a bid are **encouraged** to visit the Work Site with the Engineer. The purpose of the Site Visit is to acquaint Bidders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Purchasing & Contracting Department, Public Works Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid Site Visit is scheduled as follows:

**Time: 9:30 AM – 10:30 AM**
**Date: Wednesday, January 21, 2026**
**Location: 12387 Moreno Ave. Lakeside, CA 92040.** See **Appendix I - Pre-Bid Site Visit Map**.

All prospective bidders wishing to attend the Pre-bid Site visit must submit their information to the Contracting Specialist, Brittany Friedenreich at Bfriedenreic@sandiego.gov, no later than 5 days prior to the Site Visit. For security reasons, you will not be admitted to the site if you are not on the list.

## 9. AWARD PROCESS:

**9.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.

**9.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.

**9.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.

**9.4.** The low Bid will be determined by the Base Bid.

**9.5.** Once the low Bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

## 10. SUBMISSION OF QUESTIONS:

**10.1.** The Director (or Designee) of the Purchasing & Contracting Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

Brittany Friendenreich, Senior Contract Specialist at BFriedenreic@sandiego.gov

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

**10.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.

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

**11. PHASED FUNDING:** This contract may be subject to phased funding, for Conditions, see Attachment B.

## 1. PREQUALIFICATION OF CONTRACTORS:

**1.1.** Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.

**1.2.** If the applicant is a subsidiary of a parent company, the applicant may provide the consolidated audited financial statement of the parent company; provided, however, that the applicant submits a statement signed by a duly authorized representative of the parent company confirming that the parent company will guarantee the performance of any contract awarded to the applicant. The City may also require the parent company to execute a separate agreement with the City to guarantee the subsidiary's performance prior to executing any contract with the subsidiary.

**1.3.** The completed application must be submitted online no later than 2 weeks prior to the bid opening.

**1.4.** **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of $30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.

**1.4.1.** Each of the entities of the Joint Venture must have been previously prequalified at a minimum of $15,000,000.

**1.4.2.** Bids submitted with a total amount proposed of less than $30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.

**1.4.3.** Bids submitted by Joint Ventures with a total amount proposed of $30,000,000 or greater on a project with an engineer's estimate of less than $30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.

**1.4.4.** The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.

**1.5.** Complete information and links to the on-line prequalification application are available at:

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

**1.6.** Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on PlanetBids.™

**2.** **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: http://www.sandiego.gov/cip/bidopps/ and are due by the date, and time shown on the cover of this solicitation.

**2.1.** **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic bid.

**2.2.** The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.

**2.3.** The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.

**2.4.** **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.

**2.5.** **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME**. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.

**2.6.** **RECAPITULATION OF THE WORK**. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

**2.7.** **BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.

**2.7.1.** Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

**2.8.** **ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

**3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:**

**3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

**3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

**3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.

**3.4.** The Bidder agrees to the construction of the project as described in "Attachment A – Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. 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.

**4. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

**5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**

**5.1.** **Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:

http://www.sandiego.gov/purchasing/bids-contracts/vendorreg

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

**6. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

**7. INSURANCE REQUIREMENTS:**

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

**7.2.** Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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

| Title | Edition | Document Number |
|---|---|---|
| Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/ | 2021 | ECPI010122-01 |
| City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook | 2021 | ECPI010122-02 |
| City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw | 2021 | ECPI010122-03 |
| Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings | 2018 | PWPI010119-04 |
| California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications | 2023 | ECPD092023-05 |
| CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications | 2023 | ECPD092023-06 |

| Title | Edition | Document Number |
|---|---|---|
| California Manual on Uniform Traffic Control Devices Revision 9 (CA MUTCD Rev 9) https://dot.ca.gov/programs/safety-programs/camutcd | 2014 | ECPD080725-07 |
| **NOTE**: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/ *****Electronic updates to the Standard Drawings may also be found in the link above | | |

**9.** **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.

**10.** **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.

**11.** **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

**12.** **SUBCONTRACTOR INFORMATION:**

**12.1.** **LISTING OF SUBCONTRACTORS**. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who 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 state within the description, whether the subcontractor is a **CONSTRUCTOR**, **CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed 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 may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, "Self-Performance", 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 for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

**12.2.** **LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME**, **LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

**12.3.** **LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on alternate items, bidder shall use the provided **"Subcontractors For Alternates"** form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.

**13.** **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

**14.** **AWARD:**

**14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

**14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.

**14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.

**15.** **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.

**16.** **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.

**17.** **ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.

**18.** **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

**19.** **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**

**19.1.** For bids $250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.

**19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.

**19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

**19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 1 working day after the bid opening date, all bidders must provide the City with the original bid security.

**19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:
Purchasing & Contracting Department, Public Works Division
1200 3rd Ave., Suite 200, MS 56P
San Diego, California, 92101
To the Attention of the Contract Specialist on the Front Page of this solicitation.

## 20. AWARD OF CONTRACT OR REJECTION OF BIDS:

**20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.

**20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.

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

**20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.

**20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.

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

**20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.

**20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

## 21. BID RESULTS:

**21.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.

**21.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

## 22. THE CONTRACT:

**22.1.** 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.

**22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

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

**22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

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

**23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the

proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

**24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.

**24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

**24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

**24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.

**24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

**24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

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

**24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

**25. PRE-AWARD ACTIVITIES:**

**25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive.**

**25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

### FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

J.F. Brennan Company, Inc., a corporation, as principal, and Fidelity and Deposit Company of Maryland, 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 Million Nine Hundred Eighty Six Thousand Dollars and Zero Cents ($2,986,000.00)** for the faithful performance of the annexed contract, and in the sum of **Two Million Nine Hundred Eighty Six Thousand Dollars and Zero Cents ($2,986,000.00)** for the benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract with the City of 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 Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 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.

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

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND** (continued)

**CONTRACTOR**

J.F. Brennan Company, Inc.

By: _____

Print Name: Daniel Gentges

Date: 4/1/2026

**THE CITY OF SAN DIEGO**

By: _____

Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Dept.

Date: 5/22/2026

**SURETY**

Fidelity and Deposit Company of Maryland

By: _____

Print Name: William M. Smith
Attorney-In-Fact ,CA License No. 0F06710

Date: _____

1299 Zurich Way, Schaumburg, IL 60196 - 1056
Local Address of Surety

(847) 605-6000
Local Phone Num ber of Surety

$16,247
Premium

9497870
Bond Number

**APPROVED AS TO FORM**
**Heather Ferbert, City Attorney**

By: _____

Print Name: Justin Stanell
Deputy City Attorney

Date: 5/29/26

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Alabama

County of Jefferson

On 03/31/2026 (Date) before me, Anna Keith Childress, Notary Public (Name and Title of Notary)

personally appeared William M. Smith (Name and or Names of Signer(s))

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

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

ANNA KEITH CHILDRESS NOTARY PUBLIC ALABAMA STATE AT LARGE EXPIRES OCTOBER 3, 2027

Witness my hand and official seal.

Signature Anna Keith Childress
Notary Public Signature

Place Notary Public Seal Above

My Commission Expires: 10/03/2027 *OPTIONAL*

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

**Description of Attached Document**

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Fidelity and Deposit Company of Maryland

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

**CALIFORNIA ALL-PURPOSE-ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the trustfulness, accuracy, or validity of that document.

State of ~~California~~ Wisconsin )

County of La Crosse )

On 4/01/2026 before me, Nichole Elizabeth Csete Notary
Date Here Insert Name and Title of the Officer

Personally appeared Daniel Gentges
Name(s) of Signer(s)

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

NICHOLE ELIZABETH CSETE
Notary Public
State of Wisconsin

*Place Notary Seal Above*

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

WITNESS my hand and official seal.

Signature Nichole Elizabeth Csete
Signature of Notary Public

my commission expires 04/21/2029

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s):_____ | ☐ Corporate Officer – Title(s):_____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer Is Representing: _____ | Signer Is Representing: _____ |

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mark W. EDWARDS, II, Anna CHILDRESS, Jeffrey M. WILSON, Robert R. FREEL, Alisa B. FERRIS, William M. SMITH, Richard H. MITCHELL, Samuel F. AUDIA, III of Birmingham, Alabama,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of March, A.D. 2025.

**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Christopher Nolan*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 18th day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.

MJ Pethick

Mary Jean Pethick
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

# ATTACHMENTS

# ATTACHMENT A

# SCOPE OF WORK

## SCOPE OF WORK

**1.** **SCOPE OF WORK:** Repair of existing Lower Level Outlet (LLO) pipe coating, modification of existing LLO pipe trash rack to provide remote operated vehicle (ROV) access, addition of bent plate at LLO pipe transition flange, and repair of LLO pipe cathodic protection.

**1.1.** The Work shall be performed in accordance with:

**1.1.1.** The Notice Inviting Bids and Plans numbered **42246-001-D** through **42246-13-D**, inclusive.

**2.** **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**

**3.** **CONTRACT TIME:** The Contract Time for completion of the Work shall be **400 Working Days**.

# ATTACHMENT B

# PHASED FUNDING PROVISIONS

## PHASED FUNDING PROVISIONS

### 1. PRE-AWARD

**1.1.** Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:

**1.1.1.** Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT".

**1.2.** Contractor's failure to perform any of the following may result cancelling the award of the Contract:

**1.2.1.** Meeting with the City's Project Manager to discuss the Phased Funding Schedule.

**1.2.2.** Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

### 2. POST-AWARD

**2.1.** Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.

**2.2.** The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

# PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

**BID NUMBER:** K-26-2384-DBB-3

**CONTRACT OR TASK TITLE:** San Vicente Dam Low Level Outlet Improvements

**CONTRACTOR:** J.F Brennan Company, Inc.

| Funding Phase | Phase Description | Phase Start | Phase Finish | Not-to-Exceed Amount |
|---|---|---|---|---|
| 1 | LLO Trashrack removal, modified Trashrack installation, Temporary Bulkhead installation & removal, cable support at deck installation, associated diving operations, associated shutdown operations, and biomonitoring & reporting. | From date of NTP. | Through completion of Phase I work. | $1,800,000 |
| 2 | LLO lining repairs, Cathodic protection repair, installation of steel transition pieces, associated diving operations, associated shutdown operations, and biomonitoring & reporting. | Upon completion of Phase I. | Through completion of Phase II work. | $1,186,000 |
| 3 | | | | $ |
| | | | **Contract Total** | $2,986,000 |

**Notes:**

1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

**CITY OF SAN DIEGO**

PRINT NAME: Neda Shahrara

**Construction Senior Engineer**

Signature: Neda Shahrara

Date: 4/21/26

PRINT NAME: William Gibson

**Design Senior Engineer**

Signature:

Date: 04/20/2026

**CONTRACTOR**

PRINT NAME: Daniel Gentges

Title: Secretary

Signature:

Date: 04/17/2026

# ATTACHMENT C

# EQUAL OPPORTUNITY CONTRACTING PROGRAM

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

**A. INTRODUCTION.**

1. This document sets forth the following specifications:
   a) The City's general EOCP requirements for all Construction Contracts.
   b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
2. Additional requirements may apply for state or federally funded projects.
3. These requirements shall be included as Contract provisions for all Subcontracts.
4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: http://www.sandiego.gov/eoc/forms

**B. GENERAL.**

1. The City of San Diego promotes equal employment and subcontracting opportunities.
2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
3. The City encourages all companies seeking to do business with the City to share this commitment.

**C. DEFINITIONS.**

1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
2. The following definitions apply:
   a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.
   b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.

c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.

f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.

g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

## D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

### 1. Nondiscrimination in Contracting Ordinance.

a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

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

c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.

d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

## E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

   You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

   You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.

3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.

4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:

   a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.

   b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.

   c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.

   d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.

   e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.

f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.

g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.

h) You shall disseminate your EEO Policy to union and community organizations.

i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.

j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.

k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.

l) You shall encourage all present employees, including people of color and women employees, to recruit others.

m) You shall maintain all employment selection process information with records of all tests and other selection criteria.

n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.

o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.

p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

**F. SUBCONTRACTING.**

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer

subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.

3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:

   a) "Field Orders" and "City Contingency" Bid items.

   b) Alternate Bid items.

   c) Allowance Bid items designated as "EOC Type II".

4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.

5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

**G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.**

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.

2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or $10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).

3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.

4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.

5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.

2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.

4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.

5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.

6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.

7. A Contractor whose Bid is accepted shall not:

    a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:

        i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.

        ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.

        iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.

        iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.

        v. When you demonstrate to the City or it's duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.

        vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

vii. When the City, or it's duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.

viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.

ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.

b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or it's duly authorized officer.

c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or $10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.

8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

## I. PROMPT PAYMENT.

1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.

2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or

Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

**J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.**

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

**K. CERTIFICATION.**

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
   a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
   b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
   c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
   d) Current certification by the City of Los Angles as DBE, WBE, or MBE.
   e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

**L. CONTRACT RECORDS AND REPORTS.**

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show

name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.

3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):

    a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10$^{th}$ day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.

4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

**THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.**

### A. GENERAL.

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.

2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.

3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.

4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.

5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:

   https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf

6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:

   http://www.sandiego.gov/eoc/programs/slbe

7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

**B. DEFINITIONS.**

1. The following definitions shall be used in conjunction with these specifications:

   a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.

   b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

      To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

   c) **Good Faith Efforts (GFE)** – Documentation of the Bidder's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.

   d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.

   e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their

capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

f) **Local Business Enterprise ("LBE")** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.

h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.

i) **Protégé** – A firm that has been approved and is an active participant in the City's Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.

j) **Significant Employee Presence** – No less than 25% of a firm's total number of employees are domiciled in San Diego County.

**C. SUBCONTRACTOR PARTICIPATION.**

1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE–ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:

   a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.

   b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.

   c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:

      i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.

iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.

d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:

i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.

ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.

iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.

v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.

vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

**D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.**

1. Contracts valued at $1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE–ELBE firms.

   a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.

   b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.

   c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.

2. Contracts Valued over $1,000,000 and under $1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:

   a) 5% bid discount for SLBE-ELBE firms.

   b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.

   c) Bid discounts shall not apply if the award will result in a total contract cost of $50,000 in excess of the apparent lowest Bid.

d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.

e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.

3. Contracts valued over $500,000 up to $1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

4. Contracts valued at $500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

**E. JOINT VENTURES.**

1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.

2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.

3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:

a) Detailed explanation of the financial contribution for each partner.

b) List of personnel and equipment used by each partner.

c) Detailed breakdown of the responsibilities of each partner.

d) Explanation of how the profits and losses will be distributed.

e) Description of the bonding capacity of each partner.

f) Management or incentive fees available for any one of the partners (if any).

4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.

5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.

6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.

7. Responsibilities of the SLBE or ELBE Joint Venture Partner:

   a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.

   b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.

   c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.

   d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

**F. MAINTAINING PARTICIPATION LEVELS.**

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.

2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.

3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.

4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the

City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

**G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.**

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.

2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City's Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:

   a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.

   b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.

   c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.

   d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.

   e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.

   f) If you award subcontracts, require your Subcontractors to take the steps listed above.

**H. GOOD FAITH EFFORT DOCUMENTATION.**

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL." The instructions for completing the good faith effort submittal can be found on the City's website:

   https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf

**I. SUBCONTRACTOR SUBSTITUTION.**

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

**J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.**

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

**K. RESOURCES.**

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:

   http://www.sandiego.gov/eoc/programs/slbe

# ATTACHMENT D

# PREVAILING WAGE

## PREVAILING WAGE

**1. PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding $25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding $15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

**1.1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

**1.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**1.1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

**1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

**1.3.** **Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

**1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

**1.4.** **Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

**1.5.** **Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of $25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.

**1.6.** **Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**1.7.** **Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

**1.8.** **Labor Compliance Program**. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at PWDPrevailingWage@sandiego.gov.

**1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

**1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

**1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

**1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

**1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of $25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

**1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

**1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).

# ATTACHMENT E

# SUPPLEMENTARY SPECIAL PROVISIONS

# SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").

2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:

   a) General Provisions (A) for all Construction Contracts.

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

**1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK":

To item 47, "Holiday", ADD the following:

| Holiday | Observed On |
|---|---|
| Juneteenth | June 19 |

To item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

**Normal Working Hours**: Normal Working Hours shall be **7:00 AM to 5:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

## SECTION 3 – CONTROL OF THE WORK

**3-2 SELF-PERFORMANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

You shall perform, with your own organization, Contract Work amounting to at least **30%** of the Base Bid.

**3-4 AUTHORITY OF THE BOARD AND THE ENGINEER.** To the "WHITEBOOK", ADD the following:

4. See **Appendix G - Sample Contractor Performance Evaluation (CPE) Form.**

**3-7.6.1 Use of Computer Aided Drafting and Design.** To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE the following:

1. Use AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City's CADD Standards.

**3-9** **TECHNICAL STUDIES AND SUBSURFACE DATA.** To the "WHITEBOOK", ADD the following:

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

   a) Low Level Bulkhead/ Trash Rack General Arrangement. Pages 1-114

   b) Submittal 02653-04 (Return Transmittal with reviews 072809)

   c) Submittal 02653-04.1 (Return Transmittal with review 082409)

   d) Submittal 02653-04.2 (Return Transmittal with review 091609)

   e) Submittal 02653-04.3 (Return Transmittal with review 090309)

   f) Submittal 02653-05 (Return Transmittal with Review 011910)

6. The reports listed above are available for review at the following link:

https://ecpfiles.sandiego.gov/CIP_Contracts/K-26-2384-DBB-3/Original%20Solicitation%20Files.zip

## SECTION 4 - CONTROL OF MATERIALS

**4-3.4** **Specialty Inspection Paid for by the Contractor.** To the "WHITEBOOK", ADD the following:

2. The specialty inspections required are listed as follows:

   a) Prior to Bolting Inspections (Table N5.6-1, AISC 360-16): Certification of fasterners, fasteners marked in accordance with ASTM, proper fasteners selected for the joint detail, proper bolting procedure selection for joint detail, connecting elements, pre-installation verification testing, proper storage, all in accordance with Sheet S-2 of the Final Plans.

   b) During Bolting Inspections (Table N5.6-2, AISC 360-16): Fastner assemblies of suitable condition, placed in all holes and washers (if required) are positioned as required, snug-tight condition prior to the pretensioning, fastener component not turned by the wrench prevented from rotating, fasteners are pretensioned in accordance with the RCSC specification, all in accordance to Sheet S-2 of the Final Plans.

   c) After Bolting (Table N5.6-3, AISC 360-16): Document acceptance or rejection of bolted connections, all in accordance to Sheet S-2 of the Final Plans.

d) Prior to Welding Inspections (Table N5.4-1, AISC 360-16): Welding procedure specifications (WPS), manufacturer's certificates for welding consumables, material identification (TYPE/GRADE), welder identification, fit-up groove welds, access holes, fit-up of fillet welds, check welding equipment, all in accordance to Sheet S-2 of the Final Plans.

e) During Welding Inspections (Table N5.4-2, AISC 360-16): Use of qualified welders, control and handling of welding consumables, cracked tack welds, environmental conditions, WPS followed, welding techniques, all in accordance to Sheet S-2 of the Final Plans.

f) After Welding Inspections (Table N5.4-3, AISC 360-16): Welds cleaned, size, length and location of welds, welds meet visual acceptance criteria, arc strikes, k-AREA, backing and weld tabs removed (if required), repair activities, document acceptance or rejection of welded joint/member, all in accordance to Sheet S-28 of the Final Plans.

**4-6 TRADE NAMES.** To the "WHITEBOOK", ADD the following:

11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the issuance of the Notice of Intent to Award** and on the City's Product Submittal Form available at:

https://www.sandiego.gov/ecp/edocref/

## SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

**5-4 INSURANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**5-4 INSURANCE.**

1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

**5-4.1 Policies and Procedures.**

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.

4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.

6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**5-4.2 Types of Insurance.**

**5-4.2.1 General Liability Insurance.**

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.

2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

| General Annual Aggregate Limit | Limits of Liability |
|---|---|
| Other than Products/Completed Operations | $10,000,000 |
| Products/Completed Operations Aggregate Limit | $10,000,000 |
| Personal Injury Limit | $5,000,000 |
| Each Occurrence | $5,000,000 |

**5-4.2.2 Commercial Automobile Liability Insurance.**

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

2. All costs of defense shall be outside the limits of the policy.

**5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.**

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

2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

**5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.

**5-4.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the state of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described in this Contract.

**5-4.4 Evidence of Insurance.** You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

**5-4.5.1.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. premises owned, leased, controlled, or used by you.

**5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall 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 shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

**5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.**

**5-4.5.2.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

**5-4.5.2.2 Workers' Compensation Insurance for Work In, Over, or Alongside Navigable Waters.** In addition to the Workers' Compensation Insurance required under the General Conditions of this Contract, you shall provide additional insurance coverage for claims brought under the Longshore and Harbor Workers' Compensation Act, the Jones Act, general maritime law, and any other applicable federal or state laws, relating to your Work in, over, or alongside navigable waters.

**5-4.6** **Deductibles and Self-Insured Retentions.** You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**5-4.7** **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.

**5-4.8** **Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

**5-4.9** **Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

**5-10.2.1** **Public Notice by Contractor.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**5-10.2.1 Public Notice by Contractor.**

1. Post Project Identification Signs in accordance with 3-11.2, “Project Identification Signs”.

2. No less than 5 and no more than 10 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project i.e., work area and any other affected areas as shown on the “Notification of Planned Water Shutdown” when you perform the Work.

3. The notification process must be repeated for delays and long pauses in construction activities. Verbal and written notifications, such as door hangers, shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Engineer.

4. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record e.g., time-stamped pictures of the notices, to the Engineer upon request. You shall identify all other critical facilities that need to be notified.

5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.

6. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets and all critical facilities such as police stations, fire stations, hospitals, and schools.

7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.

8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers.

9. "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.

10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.

11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.

12. Provide time-stamped pictures of the notices to the Engineer.

13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.

14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1).

15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.

16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.

17. A sample of public notices will be included in the Contract

## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

**6-1.1 Construction Schedule.** To the "WHITEBOOK", ADD the following:

3. Refer to the Sample City Invoice in **Appendix D – Sample City Invoice** and use the format shown.

**ADD:**

**6-6.1.1 Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption** for **San Vicente Reservoir Low Level Outlet Pipeline Rehabilitation,** as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A.**

2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

**6-9 LIQUIDATED DAMAGES**. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

| Contract Value | Liquidated Damages Daily Amount |
|---|---|
| Less than $200,001 | $1,000 |
| $200,001 to $500,000 | $1,500 |
| $500,001 to $1,000,000 | $2,000 |
| $1,000,001 to $2,000,000 | $2,500 |
| $2,000,001 to $5,000,000 | $3,000 |
| $5,000,001 to $10,000,000 | $5,500 |
| $10,000,001 to $20,000,000 | $6,500 |
| Greater Than $20,000,000 | $7,000 |

## SECTION 7 – MEASUREMENT AND PAYMENT

**7-3.1** **General.** To the "WHITEBOOK", ADD the following:

4. The Lump Sum Bid item for "**Remove, Modify and Reinstall Trash Rack**" shall include, and not be limited to, the removal, modification and reinstallation of the trash rack, and applicable specialty inspections per Section 4-3.4 as specified on the Plans and Technical Specifications of ATTACHMENT E – SUPPLEMENTARY SPECIAL PROVISIONS, and in the Contract Documents.

5. The Lump Sum Bid item for "**Cable Support at Deck**" shall include, and not be limited to, the cable support at desk installation and applicable specialty inspections per Section 4-3.4 as specified on the Plans, Technical Specifications of ATTACHMENT E – SUPPLEMENTARY SPECIAL PROVISIONS, and in the Contract Documents.

6. The Lump Sum Bid item for "**Install ROV Access Door, Frame, and Cable – Underwater Work**" shall include, and not be limited to, the installation of the ROV access door, frame, and cable, and applicable specialty inspections per Section 4-3.4 as specified on the Plans, Technical Specifications of ATTACHMENT E – SUPPLEMENTARY SPECIAL PROVISIONS, and in the Contract Documents.

7. The Lump Sum Bid item for "**Install Temporary Bulkhead for Double Isolation – Underwater Work (Install and Remove)**" shall include, and not be limited to, the installation of the temporary bulkhead for the double isolation, and applicable specialty inspections per Section 4-3.4 as specified on the Plans, Technical Specifications of ATTACHMENT E – SUPPLEMENTARY SPECIAL PROVISIONS, and in the Contract Documents.

8. The Lump Sum Bid item for "**Install Steel Transition Pieces Around the LLO Transition Flange**" shall include, and not be limited to, the installation of the steel transition piece around the Low Level Outlet, and applicable specialty inspections per Section 4-3.4 as specified on the Plans, Technical Specifications of ATTACHMENT E – SUPPLEMENTARY SPECIAL PROVISIONS, and in the Contract Documents.

9. The Bid item for "**LLO Coating Repair**" shall be paid per square foot and shall include, and not be limited to, the application of coating on the Low Level Outlet, and applicable specialty inspections per Section 4-3.4 as specified on the Plans, Technical Specifications of ATTACHMENT E – SUPPLEMENTARY SPECIAL PROVISIONS, and in the Contract Documents.

10. The Bid item for each "**LLO Cathodic Protection Repair**" shall include, and not be limited to, the cathodic protection repair and applicable specialty inspections per Section 4-3.4 as specified on the Plans, Technical Specifications of ATTACHMENT E – SUPPLEMENTARY SPECIAL PROVISIONS, and in the Contract Documents

**7-3.9** **Field Orders**. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the **"Field Orders"** Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9**
**FIELD ORDER LIMITS**

| Contract Price | Maximum Each Field Order Work Amount |
|---|---|
| Less than $1,000,001 | $10,000 |
| $1,000,001 to $5,000,000 | $20,000 |
| $5,000,001 to $10,000,000 | $25,000 |
| $10,000,001 to $30,000,000 | $40,000 |
| Greater than $30,000,000 | $70,000 |

**7-3.11** **Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK", ADD the following:

5. This Contract **is not** subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

# TECHNICALS

## TECHNICAL SPECIFICATIONS


| DIVISION | TITLE | PAGE NO. |
|---|---|---|
| **DIVISION 05** | | |
| SECTION 05120 | STRUCTURAL STEEL……..……...…2 | |
| SECTION 05500 | MISCELLANEOUS METALS…….7 | |
| **DIVISION 09** | | |
| SECTION 09800 | PROTECTIVE LINING……...12 | |
| **DIVISION 13** | | |
| SECTION 13110 | GALVANIC ANODE CATHODIC PROTECTION……..…24 | |

**SECTION 05120**

**STRUCTURAL STEEL**

## PART 1 - GENERAL

### 1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment, and incidentals, and install structural steel including bearing plates, columns, beams and miscellaneous shapes and plates required to erect the structural framing as shown on the Drawings and as specified herein.

B. All structural steel members shall be hot-dip galvanized steel unless otherwise noted.

### 1.02 RELATED WORK

A. Section 05500 Miscellaneous Metal

### 1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Commercial Standards

1. American Institute of Steel Construction (AISC)

| | |
|---|---|
| AISC 303 | Code of Standard Practice for Steel Buildings and Bridges |
| AISC 316 | Manual of Steel Construction - 14th Edition |
| AISC 335 | Specification for Structural Steel Buildings - Allowable Stress Design and Plastic Design with Commentary (latest edition). |
| AISC 348 | Specification for Structural Joints Using ASTM A325 or ASTM A490 Bolts (prepared by the Research Council on Structural Connections) |

2. American Society for Testing and Materials (ASTM)

| | |
|---|---|
| ASTM A36 | Standard Specification for Carbon Structural Steel |
| ASTM A53 | Standard Specification for Pipe, Steel, Black and Hot Dipped, Zinc Coated, Welded and Seamless |
| ASTM A123 | Standard Specification for Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel Products |
| ASTM A153 | Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware |
| ASTM A276 | Standard Specification for Stainless Steel Bars and Shapes |
| ASTM A325 | Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength |
| ASTM A490 | Standard Specification for Heat-Treated Steel Structural Bolts, 150 ksi Minimum Tensile Strength |
| ASTM A500 | Standard Specification for Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes |

ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coating

ASTM A992 Standard Specification for Structural Shapes

ASTM B695 Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel

ASTM F1554 Standard Specification for Anchor Bolts, Steel, 36, 55 and 105-ksi Yield Strength

3. American Welding Society (AWS)

AWS A2.4 Standard Symbols for Welding, Brazing and Non-destructive Examination

AWS A5.1 Specification for Carbon Steel Electrodes for Shielded Metal Arc Welding

AWS D1.1 Structural Welding Code - Steel

AWS D1.6 Structural Welding Code - Stainless Steel

4. California Building Code (CBC)

5. Code of Federal Regulations (CFR)

29 CFR Part 1926 Subpart R - Steel Erection

## 1.04 SUBMITTALS

A. Submit, in accordance with Section 01300, shop drawings and product data including the following:

1. Erection drawings, detailed shop drawings, anchor bolt placement drawings, schedules, and data for all structural steel. Approval will be for strength only and shall not relieve the Contractor of responsibility for proper fit of members and for supplying all material required by the Contract Documents. Clearly identify the portion of the Work represented by the shop drawings, and clearly identify the placement of each piece shown on the detail drawings. Identify all welds in conformance with AWS A2.4. Mark numbers painted on the shop assembled pieces of steel shall be the same mark numbers used on the detailed shop and erection drawings.

2. Product data and installation instructions for Contractor proposed load indicator bolts or direct tension indicators.

3. Documentation of certification of the steel fabricator under the AISC Quality Certification Program.

B. Samples

1. Submit two samples of Contractors' proposed load indicator bolts or direct tension indicators.

C. Test Reports

1. Certified mill test reports for the structural steel and the bolting materials.

2. Certifications that welders are qualified, in accordance with AWS D1.1, on the shop and field welding procedures to be used.

## 1.05 QUALITY ASSURANCE

A. Structural steel shall be in accordance with the AISC Specification for Structural Steel Buildings Allowable Stress Design and Plastic Design, including Supplement No. 1 and the Code of Standard Practice for Steel Buildings and Bridges, unless otherwise specified herein.

B. Welding shall be in accordance with AWS D1.6 unless otherwise specified herein or in the AISC Specification.

C. High strength bolt materials, accessories and installation shall be in accordance with the AISC Specification for Structural Joints Using ASTM A325 or A490 Bolts.

D. When pre-tensioning of high strength bolts is required, the Contractor shall provide a tension calibrator on site for pre-installation verification of fastener assemblies and bolt tensioning procedures. Where calibrated wrench pre-tensioning is used, each installation wrench shall be calibrated daily.

E. Erection of structural steel shall be in conformance with 29 CFR Part 1926, Subpart R (OSHA requirements for steel erection).

F. The steel fabricator shall be certified under the AISC Quality Certification Program.

## 1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver materials promptly so as to cause no delay with other parts of the work.

B. Store materials on skids and not on the ground. Pile and block materials so that they will not become bent or otherwise damaged.

C. Handle materials with cranes or derricks as far as practicable. Do not dump steel off cars or trucks nor handle in any other manner likely to cause damage.

# PART 2 - PRODUCTS

## 2.01 MATERIALS

A. Materials for structural steel members and connection, unless otherwise indicated, shall comply with the following:

| | | |
|---|---|---|
| 1. | Standard rolled steel sections | |
| | Wide flanges | ASTM A992, Grade 50 |
| | Channels, angles & other | ASTM A36 |
| 2. | Pipe columns | ASTM A53, Grade B |
| 3. | Structural steel tubing | |
| | Rectangular/Square | ASTM A500, Grade B (Fy = 46 ksi) |
| | Round | ASTM A500, Grade B (Fy = 42 ksi) |
| 4. | Structural bars, plates and similar items | ASTM A36 |
| 5. | Stainless steel | ASTM A276, Type 316L |

| | | |
|---|---|---|
| 6. | Stainless steel bolts, nuts and washers | ASTM A320, Type 316L |
| 7. | High strength steel bolts | ASTM A325 or ASTM A490 |
| 8. | Welding electrodes: | AWS A5.1, E70XX. |
| 9. | Shop primer: | As specified in Division 9. |

**2.02 FABRICATION**

A. Match mark materials for field assembly. Ream unmatched holes in shop assembly of field connections. Reject and replace with new pieces any piece weakened by reaming to a point where the strength of the joint is impaired, at no additional cost to the City.

B. Welding of parts shall be done only where shown on the Drawings or specified herein and by welders and welding operators qualified for the procedures used.

**PART 3 - EXECUTION**

**3.01 INSTALLATION**

A. Furnish and install temporary bracing to provide stability during erection and to prevent distortion or damage to the framing due to wind, seismic, or erection forces. Remove temporary bracing when erection is complete.

B. Use drift pins only to bring members into position and not to enlarge or distort holes.

C. Make all steel to steel connections by high strength bolting except where field welding is shown or specified. Bolt holes shall be 1/16-inch larger than the nominal size of bolts.

D. Tighten all bolted connections to full pretension by turn-of-nut or calibrated wrench tightening unless load indicator bolts or direct tension indicators have been approved.

E. Field welding shall be done only where shown or specified and only by welders qualified for the procedures used. No welding shall be done when surfaces are wet, exposed to rain, snow or wind, or when welders are exposed to inclement conditions that will hamper good workmanship.

F. Each bolting crew and each welder shall be assigned an identification mark. This mark shall be made at each completed connection with a paint stick.

G. After erection and field testing of connections, prime paint abrasions, field welds, and unprimed surfaces using shop primer, except surfaces designated to be unpainted or surfaces in contact with concrete.

H. Hot-dip galvanized steel shall be as specified in Section 09800.

**3.02 FIELD TESTING**

A. Allow the Engineer free access to the work. Notify the Engineer in writing 4 working days in advance of high strength bolting and field welding operations, including pre-installation verification of high strength bolt assemblies.

B. Fastener assemblies which include bolts to be pre-tensioned shall be tested on site in a tension calibrator for pre-installation verification in accordance with the AISC Specification for Structural Joints using ASTM A325 Bolts

C. All high strength bolting will be inspected visually. High strength bolts to be pre-tensioned by the turn-of-nut method shall have the turned portion marked with reference to the steel being connected after the nut has been made snug and prior to final tightening. Retighten rejected bolts or remove and provide new bolts. In cases of disputed bolt installations, the bolts in question shall be checked using a calibrated wrench, at no additional cost to the Owner.

D. Field welding will be inspected visually. Comply with all requests of inspectors to correct deficiencies.

E. The fact that steel work has been accepted at the shop and mill will not prevent its final rejection at the site, before or after erection, if it is found to be defective.

F. Remove rejected steel work from the site within 10 working days after notification of rejection.

**END OF SECTION**

**SECTION 05500**

**MISCELLANEOUS METAL**

## PART 1 - GENERAL

### 1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required and install covers, grates, frames, and other miscellaneous metals as shown on the Drawings and specified herein. The miscellaneous metal items include but are not limited to the following:

1. All metal frames, loor opening frames including gratings and supports.
2. Prefabricated access hatches and frames.
3. Anchors and anchor bolts except those specified to be furnished with all equipment.
4. Cast iron frames, covers, and grates.
5. Perforated metal screening and metal framing for removable screening.

### 1.02 RELATED WORK

A. Section 05120 Structural Steel

### 1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Commercial Standards

1. American Society for Testing and Materials (ASTM)

ASTM A36 Standard Specification for Carbon Structural Steel.

ASTM A48 Standard Specification for Gray Iron Castings.

ASTM A53 Standard Specification for Pipe, Steel, Black and Hot Dipped, Zinc Coated, Welded and Seamless.

ASTM A123 Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products.

ASTM A153 Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware.

ASTM A307 Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.

ASTM A536 Standard Specification for Ductile Iron Castings.

2. American Iron and Steel Institute (AISI)
3. American Welding Society (AWS)

AWS D1.1 Structural Welding Code - Steel

B. Federal Specification

FS FF B 575C Bolts, Hexagon and Square

C. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

## 1.04 SUBMITTALS

A. Submit, in accordance with Section 01300, detail drawings showing materials, sizes of members, method of assembly, anchorage, and connection to other members shall be submitted for approval before fabrication.

B. Samples shall be submitted at the request of the Engineer for concurrent review with shop drawings.

C. Submit drawings and data for the sections of removable expanded metal screening including details, material data, fasteners, dimensions and any other pertinent descriptive literature.

D. Quality Control Submittals:

1. Welder/welding operator qualifications.
2. Welding inspector credentials.
3. Testing agency personnel credentials.
4. Welding Inspector's Report.

## 1.05 COORDINATION

A. The work in this Section shall be completely coordinated with the work of other Sections. Verify at the site both the dimensions and work of other trades adjoining items of work in this Section before fabrication and installation of items herein specified.

B. Furnish to the pertinent trades all items included under this Section that are to be built into the work of other Sections.

## 1.06 FIELD MEASUREMENTS

A. Field measurements shall be taken at the site to verify or supplement indicated dimensions and to ensure proper fitting of all items.

## 1.07 QUALITY ASSURANCE

A. Qualifications:

1. Welder/Welding Operator: In accordance with AWS D1.1 (Annex E), AWS B2.1 (App. A), or ASME BPVC SEC IX (Form QW-484).
2. Welding Inspector: Certified in accordance with AWS QC1, and having prior experience with the welding codes specified.
3. Weld Testing Agency: Personnel performing tests shall be NDT Level II Certified in accordance with ASNT SNT-TC-1A.

B. Regulatory Requirements:

1. Anchoring Systems: Current evaluation and acceptance reports by ICBO or other similar code organization.
2. Welding Procedures: Follow the requirements of AWS D1.1 and AWS D1.2.

## PART 2 - PRODUCTS

### 2.01 ANCHORS, BOLTS AND FASTENING DEVICES

A. Anchors, bolts, etc, shall be furnished as necessary for installation of the work of this Section.

B. The bolts used to attach the various members to the anchors shall be the sizes shown or required. Stainless steel shall be attached to concrete or masonry by means of stainless steel machine bolts, and iron or steel shall be attached with steel machine bolts, unless otherwise specifically noted.

C. For structural purposes, unless otherwise noted, epoxy bolts shall be Hilti HIT-RE 500-SD; Simpson SET-XP Epoxy Adhesive Anchor; Powers PE1000+ Epoxy Adhesive Anchor or equal and have a current ICC evaluation report. When length of bolt is not called for on the Drawings, the length of bolt provided shall be sufficient to place the bolt a minimum of 1 in behind the reinforcing steel within the concrete. Embedment needs to be designed to meet Building Code requirements. Material shall be as noted on the Drawings. If not listed, material shall be stainless steel.

D. Bolts and nuts shall conform to Federal Specification FF B 575C. Bolts and nuts shall be hexagon type. Stainless steel bolts, nuts, screws, washers and related appurtenances shall be equal to AISI Type 316. All exposed portions of anchor bolts installed in concrete shall be greased, wrapped in burlap or plastic sleeve and tied.

### 2.02 STEEL ITEMS

A. Sleeves shall be steel or cast iron pipe in walls and floors with end joints as shown on the Drawings. All pipe sleeves shall have center anchor around circumference as shown.

B. All miscellaneous lintels and closures not shown on the Drawings shall be galvanized steel and shall be provided as a part of this Section.

C. Miscellaneous steel pipe for sleeves and lifting attachments and other uses as required shall be Schedule 40 pipe fabricated according to the details as shown on the Drawings.

D. Miscellaneous steel shall be fabricated and installed in accordance with the Drawings and shall include: beams, angles, support brackets, closure angles in roof at edge of T beam; base plates to support ends of T beams; door frames; splice plates, anchor bolts (except for equipment furnished in Divisions 11, 13, 14 and 15); lintels and any other miscellaneous steel called for on the Drawings and not otherwise specified.

### 2.03 STAINLESS STEEL

A. Stainless steel metalwork and bolts shall be of Type 316 stainless steel. Stainless steel to be welded shall be Type 316L.

B. Welding shall be by the metal-arc method or gas-shielded arc method as described in the American Welding Society's "Welding Handbook" and supplemented by other standards of the AWS. Qualification of welders shall be in accordance with the AWS Standards. In assembly and during welding, the component parts shall be adequately clamped, supported and restrained to minimize distortion and for control of dimensions. Weld reinforcement shall comply with the AWS Code. Upon completion of welding, weld splatter, flux, slag, and burrs left by attachments shall be removed. Welds shall be repaired to produce a workmanlike appearance, with uniform weld

contours and dimensions. Sharp corners of material which is to be painted or coated shall be ground to a minimum of 1/32-inch on the flat.

## PART 3 - EXECUTION

### 3.01 FABRICATION

A. All miscellaneous metal work shall be formed true to detail, with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture and free from defects impairing strength or durability.

B. Connections and accessories shall be of sufficient strength to safely withstand stresses and strains to which they will be subjected. Steel accessories and connections to steel or cast iron shall be steel, unless otherwise specified. Threaded connections shall be made so that the threads are concealed by fitting.

C. Welded joints shall be rigid and continuously welded or spot welded as specified or shown. The face of welds shall be dressed flush and smooth. Exposed joints shall be close fitting and jointed where least conspicuous.

D. Castings shall be of good quality, strong, tough, even grained, smooth, free from scale, lumps, blisters, sand holes, and defects of any kind which render them unfit for the service for which they are intended. Castings shall be thoroughly cleaned and will be subjected to a hammer inspection in the field by the Engineer. All finished surfaces shown on the Drawings and/or specified shall be machined to a true plane surface and shall be true and seat at all points without rocking. Allowances shall be made in the patterns so that the thickness specified or shown shall not be reduced in obtaining finished surfaces. Castings will not be acceptable if the actual weight is less than 95 percent of the theoretical weight computed from the dimensions shown. The Contractor shall provide facilities for weighing castings in the presence of the Engineer showing true weights, certified by the supplier.

E. All steel finish work shall be thoroughly cleaned, by effective means, of all loose mill scale, rust, and foreign matter before shipment and shall be given one shop coat of primer compatible with finish coats specified in Painting Section after fabrication but before shipping. Paint shall be applied to dry surfaces and shall be thoroughly and evenly spread and well worked into joints and other open spaces. Abrasions in the field shall be touched up with primer immediately after erection. Final painting is specified in Painting Section 09800.

F. Galvanizing, where required, shall be the hot dip zinc process after fabrication. Following all manufacturing operations, all items to be galvanized shall be thoroughly cleaned, pickled, fluxed, and completely immersed in a bath of molten zinc. The resulting coating shall be adherent and shall be the normal coating to be obtained by immersing the items in a bath of molten zinc and allowing them to remain in the bath until their temperature becomes the same as the bath. Coating shall be not less than 2 oz/sq ft of surface.

### 3.02 INSTALLATION

A. Install all items furnished except items to be embedded in concrete which shall be installed under Division 3. Items to be attached to concrete after such work is completed shall be installed in accordance with the details shown. All dimensions shall be verified at the site before fabrication is started.

B. All steel surfaces to come in contact with exposed concrete shall receive a protective coating of an approved heavy bitumastic troweling mastic applied in accordance with the manufacturer's instructions prior to installation.

**END OF SECTION**

SECTION 09800

PROTECTIVE LINING

PART 1 - GENERAL

1.1 DESCRIPTION

A. SCOPE: This Section's intent is to provide minimum requirements for the removal of a existing liner inside a large diameter steel water pipeline as well as on structural steel and the application of high performance, 100% solids, ultra-high, high strength, NSF61/ANSI/CAN 600, structural grade, applied fiber-reinforced-polymer (FRP) epoxy lining system and application of NSF61/ANSI/CAN 600 coating for Steel Trash Rack.

B. A manufacturer certified Applicator shall provide all labor, materials, equipment, incidentals, and quality requirements for the surface preparation, and the application of an ultra-high build, high strength, NSF61/ANSI/CAN 600 Epoxy lining work to sections of the interior steel pipeline and NSF61/ANSI/CAN 600 coating for Steel Trash Rack as shown on drawings and specified herein.

C. Coordination:

1. Coordinate surface preparation for removal of existing liner to avoid later difficulty or delay in performing the Work of this Section.

2. Review installation procedures under other Sections and coordinate repairs to the steel that may be needed prior to application of the Structural Epoxy lining.

3. The Contractor shall coordinate with Engineer regarding the availability of work areas, completion times, safety, access, and other factors which can impact operations.

1.2 REFERENCES

A. This Section contains references to the governing standards and documents listed below. They are a part of this Section as specified and modified; the current version shall apply unless otherwise noted. In case of conflict between the requirements of this section and those of the listed documents, the more stringent of the requirements shall prevail.

American National Standards Institute, (ANSI)

1. ANSI/NSF Standard 61 - Drinking water system components - Health effects

ASTM International, (ASTM)

1. ASTM C 868 – Standard Test Method for Chemical Resistance of Protective Linings
2. ASTM D 4060 – Standard Test Method for Abrasion Resistance of Organic Linings by the Taber Abraser
3. ASTM D 4414 – Standard Practice for Measurement of Wet Film Thickness by Notch Gages
4. ASTM D 2370 – Standard Test Method for Tensile Properties of Organic Coatings

NACE International, (NACE)

1. NACE SP0188 – Standard Practice for Discontinuity (Holiday) Testing of Protective Linings

Occupational Safety and health Administration, (OSHA)

1. Safety and health Standards (29 CFR 1910/1926)

SSPC: The Society for Protective Coatings, (SSPC)

1. SSPC-PA2 – Paint Application Specification No. 2: Measurement of Dry Coating Thickness with Magnetic Gages
2. SSPC-10 – Near White Metal Blast Cleaning
3. SSPC-Guide 12 – Guide for Illumination of Industrial Painting Projects

B. Unless otherwise specified, references to documents shall mean the documents in effect at the time of receipt of Bids. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents, the last version of the document before it was discontinued.

1.3 SUBMITTALS

A. In accordance with the procedures and requirements set forth in the General Conditions the Contractor shall submit all required information as specified herein.

B. Shop Drawings: Submit for approval prior to commencing any Work:

1. Product Data Sheets: Copies of current technical data for each component specified and applied as outlined in this Section.

2. Safety Data Sheets: Copies of current SDS for any materials brought on-site including all clean-up solvents, repair material, lining and coating materials.

3. Qualification Data: Approved Installer Certification from manufacturer for the pipeline lining.

4. Performance Testing Reports: Copies of test data for the entire physical, chemical, and permeation properties listed herein and as outlined within this Section.

5. Installation Instructions: Manufacturer's written installation instructions for the materials specified in this Section.

C. Product Substitution: The specified corrosion protection system is the minimum standard of quality for this project. Equivalent materials of other manufacturers may be substituted only by approval of Engineer. Requests for material substitutions shall be in accordance with requirements of the project specification.

1. Manufacturers of "or equal" products shall provide direct property comparison with the materials specified in addition to complying with all other requirements of these Specifications. "Or equal" products shall employ the same generic materials and system components as the Structural Epoxy lining specified and shall provide same intent by description and equivalent performance as the specified Structural Epoxy lining to protect against corrosion.

D. Jobsite Reports: Submit at the completion of Work

1. Daily Reports: Include surface preparation, substrate conditions, ambient conditions application procedures, lining materials applied, material quantities, material batch number(s), description of work completed and location thereof.

2. Quality Control Reports: Include all quality control testing and physical specimens.

3. Contractor shall maintain a copy of records until the expiration of the specified warranty period.

1.4 QUALITY ASSURANCE

A. Applicator Qualifications:

1. Contractor shall be a certified Applicator by the Structural Epoxy manufacturer prior to bid date. Submit proof of Applicator certification by manufacturer to Engineer.

2. Installation equipment shall be approved by the Structural Epoxy manufacturer.

3. Applicator shall establish quality control procedures and practices to monitor phases of surface preparation, storage, mixing, application, and inspection throughout the duration of the project. Contractor to provide a fulltime, on-site person whose dedicated responsibilities will include quality control of the Structural Epoxy linings and completed manufacturing certification training.

B. Pre-Installation Conference:

1. Contractor, Installer and technical representative of the corrosion protection lining manufacturer shall meet on-site with Engineer to discuss approved products and workmanship to ensure proper application of the corrosion protection lining components and substrate preparation requirements.

2. Review foreseeable methods and procedures related to the Structural Epoxy lining for pipeline Work including but not necessarily limited to the following:

   a. Review Project requirements and the Contract Documents.
   b. Review required submittals, both completed and yet to be completed.
   c. Review status of substrate Work, including approval of surface preparations and similar considerations.
   d. Review requirements of on-Site quality control testing and requirements for preparing Site Quality Control Report as specified herein.
   e. Review availability of materials, tradesmen, equipment and facilities needed to make progress and avoid delays.
   f. Review required inspection and testing.
   g. Review environmental conditions, other Project conditions, and procedures for coping with unfavorable conditions.
   h. Review regulations concerning code compliance, environmental protection, health, safety, fire and similar considerations.
   i. Review procedures required for the protection of the Structural Epoxy lining during the remainder of the construction period.

3. Record the discussions of the Pre-Installation Conference and the decisions and agreements or disagreements reached and furnish a copy of the minutes to each party attending. Record any revision or changes agreed upon, reasons therefore, and parties agreeing or disagreeing with them.

4. Reconvene the conference at the earliest opportunity if additional information must be developed in order to conclude the subjects under consideration.

C. Performance Criteria: Structural Epoxy lining shall be capable of full water immersion service; cured film at specified thickness. Products must have sufficient field history and accelerated laboratory testing to substantiate product viability for these exposures.

D. Source Quality Control: Provide each component of Structural Epoxy lining produced by a single manufacturer, including recommended steel repair filler if required and lining (coating) materials.

E. Reference Standards: Comply with applicable provisions and recommendations of all standards listed in Section 1.2 except as otherwise shown or specified.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery of Materials:

1. Deliver material in manufacturer's original, unopened and undamaged packages.

2. Clearly identify manufacturer's, brand name, contents, color, batch number, and any personal safety hazards associated with the use of or exposure to the materials on each package.

3. Packages showing indications of damage that may affect condition of contents are not acceptable.

B. Storage of Materials:

1. Materials shall be stored in accordance with manufacturer's recommendations in enclosed structures and shall be protected from weather and adverse temperature conditions. Flammable materials shall be stored in accordance with state and local codes. Materials exceeding storage life as defined by the manufacturer shall be removed promptly from the site. Store all materials only in area or areas designated by the Engineer solely for this purpose.

2. Store in original packaging under protective cover and protect from damage.

3. Stack containers in accordance with manufacturer's recommendations.

C. Handling of Materials: Handle materials in such a manner as to prevent damage to products or finishes.

1.6 JOB CONDITIONS

A. Environmental Requirements:

1. Proceed with Work only when temperature and moisture conditions of substrates, air temperature, relative humidity, dew point and other conditions comply with the Structural Epoxy lining manufacturer's written recommendations and when no damaging environmental conditions are forecasted for the time when the material will be vulnerable to such environmental damage. Record all such conditions and include in final Site Quality Control Report.

2. Maintain substrate temperature and ambient temperature before, during and after installation above 45°F (8°C) and rising in accordance with Structural Epoxy lining material manufacturer's instructions.

3. Provide adequate ventilation during instillation and full curing periods of the Structural Epoxy lining.

4. Structural Epoxy lining shall not be applied when ambient air temperature is within 5°F (3°C) of the dew point.

5. Structural Epoxy lining shall not be applied when relative humidity is outside of material manufacturer's recommendations. Do not prepare surfaces or apply materials in rain, snow, fog, mist, or otherwise inclement weather as per material manufacturer's instructions.

B. Dust and Contaminants: Protect work and adjacent areas from excessive dust and airborne contaminates during Structural Epoxy lining application and curing. Schedule Work to avoid excessive dust and airborne contaminants.

1.7 WARRANTY

A. Structural Epoxy lining Manufacturer shall warrant its products free from material defects for a minimum period of three (3) years. Provide associated Warranty Certificate.

B. Contractor shall warrant the installed Structural Epoxy lining system as free from workmanship defects for a minimum period of three (3) years.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Epoxy Coating: High Solids Phenalkamine Epoxy:

1. High solids, immersion-grade coating offering exceptional build per coat for long-term corrosion resistance.

2. Certified to NSF/ANSI/CAN 600 for use in contact with potable water for application to the properly prepared steel trash rack.
3. Can Be applied from 4.0 to 20.0 mils DFT in a single coat.
4. Conforms to AWWA C 210.

B. Epoxy Filler:

1. Epoxy filler shall be certified to ANSI/NSF Standard 61. Material shall be a 100% solids, reinforced trowel applied epoxy repair material suitable for patching and filling voids in steel. The material shall be suitable for the application 32 mils to 500 mils inch thickness per application.

C. Structural Epoxy Lining:

1. Structural Epoxy has been evaluated for the specific service and certified to ANSI/NSF Standard 61, and the extraction requirements of NSF/ANSI/CAN 600 for use in potable water large diameter pipe.
2. Structural Epoxy shall be a spray-applied, 100% solids, highly thixotropic microfiber-reinforced, applied epoxy polycyclic polymer protective barrier material specifically designed to protect steel surfaces in potable water service conditions.
3. Structural Epoxy lining shall be capable of achieving up to 375 mil. (3/8 inch) sag resistance, vertical and overhead.
4. Structural Epoxy lining must have a minimum 5 day recoat window without the need for abrasive or mechanical preparation for simple repair requirements.
5. Structural Epoxy lining must be self-priming, able to be applied direct-to-steel (DTS), requiring no primer.
6. Structural Epoxy lining must be able to tolerate moisture and relative humidity tolerances up 85% and capable of fully curing underwater.

## 2.2 MATERIALS

A. Epoxy Coating for Steel Trash Rack shall be applied at 8 to 10 mils DFT per coat for a total DFT of 16 to 20 mils.

B. Protective Lining for pipeline shall be comprised of 1) epoxy repair filler and 2) structural epoxy lining.

1. Epoxy Filler: Ultra-High Build, Structural-Grade, Trowel-Applied Microfiber Reinforced Polymer (FRP) Trowelable Epoxy that can be feather edged down to 32 mils and applied at up to 500 mils in one trowel

applied coat. Repair existing steel to fill large surface imperfections and provide a uniform, level substrate for application of the protective lining.

2. 100% Solids Structural Epoxy Lining to provide chemical, permeation, and abrasion resistance against phenomena typically associated with potable water immersion.

C. Epoxy Coating:

1. Properties: Tnemec Series 21 Epoxoline or Approved Equal

| | | |
|---|---|---|
| a. | Abrasion (ASTM D4060): | 98 mg loss |
| b. | Adhesion to Steel (ASTM D4541): | 1,840 psi |
| c. | Hardness (ATSM D3363): | 3H |
| d. | Impact (ASTM D2794 | 160 inch-pounds |
| e. | Minimum thickness: | 4 mils |
| f. | Maximum thickness: | 20 mils |
| g. | Maximum Recoat Window: | 30 days |
| h. | Prohesion ASTM G85 | 10,000 hours |

D. Epoxy Filler:

1. Properties: Epoxytec CPP Trowel-Liner or Approved Equal

| | | |
|---|---|---|
| a. | Minimum thickness: | 32 mils |
| b. | Maximum thickness: | 500 mils |
| c. | Adhesion (ASTM D4541): | 1,500 psi |
| d. | Application Working Time at 70°F: | 30 min |
| e. | Minimum Recoat Window: | 2 hours |
| f. | Maximum Recoat Window: | 5 days |
| g. | Minimum Substrate Temperature: | 45°F |
| h. | Compressive Strength (ASTM C579): | 14,000 psi |
| i. | Flexural Strength (ASTM D790: | 7,630 psi |
| j. | Tensile Strength (ASTM D638): | 8,000 psi |

E. Structural Epoxy Protective Lining:

1. Properties: Epoxytec Series 457 CPP Sprayliner 61 or Approved Equal

| | | |
|---|---|---|
| a. | Abrasion (ASTM D4060): | 108 mg loss |
| b. | Acid Exposure (CIGMAT CT-1): | No blistering or cracking |
| c. | Adhesion to Steel (ASTM D4541): | 1,500 psi |
| d. | Compressive Strength (ASTM C579): | 10,880 psi |
| e. | Elongation (ASTM D638): | 0.92% |
| f. | Flexural Strength (ASTM D790): | 7,800 psi |

| | | |
|---|---|---|
| g. | Flexural Modulus: | 600,000 psi |
| h. | Hardness (ATSM D2240): | No less than 77 shore D |
| i. | Minimum thickness: | 80 mils |
| j. | Maximum thickness: | 375 mils |
| k. | Maximum Recoat Window: | 5 days |
| l. | NFPA Flammability Rating: | 0 |
| m. | Tensile Strength (ASTM D2370): | 4,400 psi |
| n. | Water Absorption (ASTM C413): | no more than 0.1739% |
| o. | Water Vapor Transmission (ASTM D1653, Method B, Condition C): | 0.05 perms |

PART 3 - EXECUTION

3.1 GENERAL

A. All work shall be in strict accordance with the specifications and recommendations including mixing, handling, storage, and application of all products as required and in accordance with manufacturer's published technical instructions, safety data sheets, including manufacturer's published PDS, design guidelines, and/or other written specifications.

B. Contractor shall provide, erect, and maintain all required equipment, scaffolding, staging and planking, and perform all access related hoisting work required to complete the Work of this Section as specified.

C. Contractor shall cover or otherwise protect finish work or other surfaces not being coated within the scope of this Section. Contractor shall erect and maintain protective tarps, enclosures and/or masking to contain debris, including dust or other airborne particles from surface preparation or application activities. This may include the use of dust or debris collection apparatus as required at no additional cost to Owner.

3.2 EXAMINATION

A. Contractor shall examine the areas and conditions under which the Structural Epoxy coating Work is to be performed in accordance with SSPC-SP13/NACE No. 6, and notify ENGINEER in writing of conditions detrimental to the proper and timely completion of the Work.

B. Commencement of the Work of this Section shall indicate that the substrate and other conditions of installation are acceptable to the Contractor and his Applicator and will produce a finished product meeting the requirements of the Specifications. All defects resulting from accepted conditions shall be corrected by Contractor at his own expense.

C. Prior to and during application, care should be taken to avoid exposure of intense heat source to the structure being coated. Where varying surface temperatures do exist, coating installation should be scheduled when the temperatures are falling versus rising.

## 3.3 SURFACE PREPARATION

A. Steel Coating: Abrasive blast interior surfaces according to SSPC-SP10/NACE 2 Near-White Metal Blast. Any dust or other contaminants remaining after blasting shall be removed with dry, oil free compressed air or by vacuum cleaning. A surface profile depth (anchor pattern) of at least 2.5 mils is required (Reference ASTM D 4417, Method C).

B. Pipe Lining: Abrasive blast interior surfaces according to SSPC-SP10/NACE 2 Near-White Metal Blast. Any dust or other contaminants remaining after blasting shall be removed with dry, oil free compressed air or by vacuum cleaning. A surface profile depth (anchor pattern) of at least 4.0 mils is required (Reference ASTM D 4417, Method C).

## 3.4 APPLICATION

A. The lining shall be applied by an approved applicator with successful history of applying 100% Solids Plural Component epoxy linings to the interior of large diameter steel pipe.

B. Coatings of steel components of the trash rack and pipe lining shall be coated within 8 hours of surface preparation.

C. Epoxy coating and lining system shall be installed when ambient air and surface temperature is above 45°F. The substrate temperature shall be at least 5°F (3°C) above the dew point. Refer to latest manufacturers product data sheets for the surface temperature range for application of the epoxy coating, epoxy filler and structural epoxy lining.

D. Epoxy Filler: Epoxy filler equal shall be used for filling large voids, and other surface defects to provide a uniform, void free surface for Epoxy Lining application.

1. Thickness – Epoxy filler shall be applied as required to fill voids and other defects in the steel after abrasive blasting after the removal of failed existing liner.

E. Structural Epoxy Lining: Structural Epoxy coating shall be applied and in accordance with Manufacturer's written instructions as outlined in the product data sheet and application guide.

1. Thickness – Epoxy lining shall be applied to a minimum thickness of 80 mils dry film thickness.

3.5 FIELD QUALITY CONTROL, INSPECTION AND TESTING

A. Contractor to perform the quality control procedures listed below in conjunction with the requirements of this Section.

B. Inspect all materials upon receipt to ensure that all are supplied by the approved Manufacturer.

C. Surface Profile: Inspect and record substrate profile (anchor pattern) at least once every 100 square feet for the pipeline lining.

D. Measure and record ambient air temperature once every two hours of each work shift using a thermometer and measure and record substrate temperature once every two hours using an infrared or other surface thermometer.

E. Measure and record relative humidity and dew point temperature every two hours of each work shift using a sling psychrometer in accordance with ASTM E 337.

F. Provide verification of correct mixing of coating materials in accordance with the Manufacturer's instructions.

G. Verify curing of the coating materials in accordance with the Manufacturer's instructions.

H. Dry-Film Thickness:

1. Wet-Film Thickness shall be taken every 25 square feet in accordance with ASTM D 4414 and recorded.

2. The Dry-Film Thickness can also be determined using a surface area calculation for material consumption.

I. High-Voltage Holiday (Spark) Testing: Upon full cure, the installed pipe lining system shall be checked by high voltage spark detection in accordance with NACE SP0188-2024 and the Manufacturer's printed application guide to verify a pinhole-free surface. Areas which do not pass the spark detection test shall be corrected at no cost to the Owner.

J. Contractor is responsible for keeping the Engineer informed of all progress so that Engineer may provide additional quality control at his discretion.

K. Inspection by the Engineer or others does not absolve the Contractor from his responsibilities for quality control inspection and testing as specified herein or as required by the Manufacturer's instructions.

3.6 ACCEPTANCE CRITERIA

A. All surfaces shall be prepared, applied, and tested in accordance with the specification and referenced standards herein.

3.7 ADJUSTMENTS AND CLEANING

A. At the completion of the Work, Contractor shall remove all materials and debris associated with the Work of this Section.

B. All finished Structural Epoxy coating shall be protected from damage until Final Acceptance of the Work. Structural Epoxy coating damaged in any manner shall be repaired or replaced at the discretion of Engineer, at no additional cost to Owner.

3.8 COATING SCHEDULE

A. Coating system for trash rack

1. 82% Solids, NSF 61 Epoxy Coating System

a. Surface Preparation: SSPC-SP 10/NACE No. 2 Near-White Abrasive Blast cleaning with a minimum 2.5 mils angular surface profile.
b. Primer: Tnemec Series 21 Epoxoline or approved equal at 8 to 10 mils DFT.
c. Finish Coat: Tnemec Series 21 Epoxoline or approved equal at 8 to 10 mils DFT.

B. Lining system for interior existing steel pipe:

1. 100% Solids, NSF 61 Structural Epoxy Lining System

a. Surface Preparation: SSPC-SP 10/NACE No. 2 Near-White Abrasive Blast cleaning with a minimum 4.0 mils angular surface profile.
b. Filler: Epoxytec CPP Trowel-Liner or approved equal to fill voids, and other surface defects as needed.
c. Finish Coat: Tnemec/Epoxytec Series 457 CPP Sprayliner 61 or approved equal at 80 mils DFT.

END OF SECTION

# SECTION 13110 – GALVANIC ANODE CATHODIC PROTECTION

## PART 1 - GENERAL

### 1.1 SCOPE OF WORK

A. The CONTRACTOR shall provide all materials, manpower, tools, and equipment to complete the cathodic protection system for the City of San Diego's San Vicente Dam Low Level Output (LLO) Pipeline. The cathodic protection system is specified herein and the Contractor shall perform all subsidiary and incidental work necessary to complete the Work in conformance with the project requirements.

B. The Work includes the installation of zinc anodes for the LLO internal surfaces.

C. All Work shall be performed in accordance with these Specifications, the City of San Diego Standards, and the Project Documents, including all subsequent amendments or revisions. Where there is conflict among these documents with respect to cathodic protection, this specification section and the cathodic protection drawings shall govern.

### 1.2 DEFINITIONS

A. CONTRACTOR. The qualified construction firm selected by the OWNER to have prime responsibility for the completion of work.

B. OWNER. The OWNER, as referred to in these specifications, is the City of San Diego (City).

C. ENGINEER. The ENGINEER is the OWNER's representative who is assigned to be the direct contact between the OWNER and the CONTRACTOR.

D. CORROSION ENGINEER. Retained by the CONTRACTOR, who is trained and experienced in cathodic protection installations and designs, and who is either a Registered Professional Corrosion Engineer or an AMPP (formally NACE Int'l) Certified Cathodic Protection Specialist.

### 1.3 SPECIAL REQUIREMENTS

A. The internal surfaces of the LLO pipeline, which are to be cathodically protected, shall have a bonded dielectric internal coating. All internal coating repairs shall be made by the Contractor.

### 1.4 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

The publications listed below form a part of this specification to the extent referenced and shall be of the latest edition. The publications are referred to in the text by the basic designations only.

A. Association for Materials Protection and Performance (AMPP formally NACE Int'l):

| | |
|---|---|
| SP0169 | Standard Practice, Control of External Corrosion on Underground or Submerged Metallic Piping Systems |

### 1.5 SUBMITTALS

A. The CONTRACTOR shall furnish the following documents to the ENGINEER:

1. Catalog Cuts (5 copies):

   a. Zinc Anodes
   b. Coating Repair Material

2. As-built Drawings

   a. CONTRACTOR shall maintain As-Built drawings showing exact locations of anodes. Location changes from the design shall be clearly marked in red on a blue line copy of the design drawings. The As-Built drawings shall be submitted to the ENGINEER at the end of the project. The project is not considered complete until As-Built drawings are submitted.

## PART 2 - PRODUCTS

### 2.1 GENERAL

A. Materials and equipment furnished under this section of the specifications shall be the standard product of manufacturers regularly engaged in the manufacture of such products and shall be the manufacturer's latest standard design that complies with specification requirements. All materials and equipment shall bear evidence of U.L. approval when U.L. standards exist.

### 2.2 HIGH OUTPUT ZINC ANODES

A. All internal steel surfaces within the headworks of the LLO pipeline shall be dielectrically coated and cathodically protected with zinc anodes.

B. Zinc Anodes: Cast anodes with a ¾" steel core. The steel core shall then be welded to a 4" X 4" steel plate such that the steel plates can be fully fillet welded to a 5" X 5" X 5" steel block, which will be fully fillet welded to the inside of the LLO pipeline prior to the coating repairs being made.

   1. Alloy: Zinc Anodes shall have a purity of 99% (minimum).

   2. Weight and Configuration: Tank-type anodes shall be GA-TZ-50 (or approved equal). The ingot weight shall be 50 pounds. The size shall be 2-inches wide by 2-inches thick and 48-inches long.

## PART 3 - EXECUTION

### 3.1 GENERAL

A. Standard: The Cathodic Protection system shall conform to NACE SP0169, Recommended Practice, Control of External Corrosion on Underground or Submerged Metallic Piping Systems.

B. Contractor Qualifications: All work shall be performed by qualified, experienced personnel working under continuous, competent supervision. Qualified CONTRACTOR's must demonstrate experience with corrosion control installations.

C. Notification For Cathodic Protection Installations: The CONTRACTOR shall notify the ENGINEER at least five days in advance of all anode installations. The ENGINEER or the OWNER's representative shall, at their discretion, witness the installation of the anodes.

## 3.2 ZINC ANODES

A. Inspection: All steel core to steel plate welds shall be visually inspected to ensure that the core is securely connected to the steel plates and that no damage has occurred.

B. Location: Two anodes shall be located at 25-feet, two anodes at 50-feet, and two anodes at 75-feet away from the Trashrack inside of the LLO pipeline as shown in drawings. The anodes shall be installed at the 3 o'clock and 9 o'clock positions. The location of anodes can be adjusted slightly with the approval of the ENGINEER.

C. Mounting: The anodes shall be attached to inside of the LLO pipeline by fully fillet welding the 4" X 4" steel plates directly to a 5" X 5" X 5" steel block, which will be fully fillet welded to the inside of the LLO Pipeline prior to coating repairs being made.

D. Coating of Welds and Steel Block: Refer to Section 09800 Protective Coating. Zinc anodes shall not be coated.

## 4.1 COMPLIANCE WITH SPECIFICATIONS

Deficiencies or omissions in materials or workmanship found by these tests shall be rectified at the CONTRACTOR's expense. Deficiencies shall include but are not limited to: improperly mounted anodes, non-conformance of zinc anodes, and other deficiencies associated with the workmanship, installation, and non-functioning equipment.

*** END OF SECTION ***

# 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
PUBLIC UTILITIES DEPARTMENT
9192 TOPAZ WAY
SAN DIEGO, CA 92123

**PROJECT NO.:** N/A

**PROJECT TITLE:** San Vicente Reservoir Low Level Outlet Pipeline Rehabilitation

**PROJECT LOCATION-SPECIFIC:** San Vincente Dam, Lakeside, CA 92040

**PROJECT LOCATION-CITY/COUNTY:** Lakeside, CA/ County of San Diego

**DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT**

The San Vicente Reservoir Low Level Outlet Pipeline Rehabilitation Project is located at the base of San Vicente Dam on City of San Diego's property in Lakeside, CA. The Low Level Outlet (LLO) at San Vicente Reservoir was constructed in 2014 as an emergency discharge pipe for the reservoir. In 2016 an inspection was conducted on the 108" diameter pipeline, the inspection evaluated approximately 136 lineal feet of polyurethane lining in the pipeline. Based on the inspection it is estimated that approximately 700 square ft. of liner/coating is in need of repair/replacement. The scope of work for this project is to perform a thorough inspection of the entire LLO, identify the exact locations/quantities of the repair work, and commence the rehabilitation of the lining in the pipeline. The inspection and repair will also require a heavy-duty crane and specialized deep divers to remove the existing trash rack and install a new secure bulkhead on the upstream portion of the dam. This project will also repair and modify parts of the three fish screens on the outlet tower. Each fish screen has 12-shoes which go up and down along a metal guide. The project will remove and replace the shoes. Work will be done at the top of the reservoir, using the metal decking by the screens, the control room, and inside of the screen cages. Rehabilitation of the pipe lining is done from inside the pipeline with no excavation required.

No impacts to biological, cultural, historical or paleontological resources would occur. All inspection, repair, rehabilitation would occur within the existing developed footprint of the dam, associated buildings, and open water. The habitat within the project location is comprised of developed land and open water. No impacts to vegetation, or expansion of use is authorized by this exemption. BMPs will be installed to prevent construction materials from leaving the repair locations. The project area is inside of the MHPA on previously developed land.

**NAME OF PUBLIC AGENCY APPROVING PROJECT:** City of San Diego
**NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:** Public Utilities Department, Alice Altes; Associate Engineer, Water Operations

**EXEMPT STATUS:** (CHECK ONE)

( ) MINISTERIAL
( ) DECLARED EMERGENCY
( ) EMERGENCY PROJECT
**(X)** CATEGORICAL EXEMPTION: (SEC. 15301 EXISTING FACILITIES)
( ) STATUTORY EXEMPTIONS:

**REASONS WHY PROJECT IS EXEMPT:** This project involves the sub surface rehabilitation of an existing pipeline, removal of the upstream trash rack, installation of a temporary pipeline bulkhead. Some mechanized equipment will be utilized to complete the removal of the trash rack and installation of the temporary bulkhead, these machines will not require additional space outside the previously developed parking/ staging areas. No vegetation will be removed and no native soil will be impacted. The project activities will be limited to the developed footprint of the San Vincente Dam, associated out buildings and open

water. The project meets criteria set forth in CEQA Section 15301(d) which allows for restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety. These actions do not involve an expansion of use. The project does not trigger any of the exceptions to the exemptions listed in the CEQA Guidelines § 15300.2 in that no cumulative impacts were identified: no significant effects on the environment were identified; the project is not adjacent to a scenic highway: no significant effects to historical resources would be affected by the action: and the project was not identified on a list of hazardous wastes sites pursuant to Section 65962.5 of the Government Code.

**LEAD AGENCY CONTACT PERSON**: Keli Balo, Engineering and Program Management, Public Utilities Department, TELEPHONE: (858) 292-6423

**IF FILED BY APPLICANT**:

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

**IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA**

KELI BALO, PUBLIC UTILITIES DEPARTMENT

10/1/2018
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**<br><br>**FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)** | **PAGE** 1 **OF** 10 | **EFFECTIVE DATE**<br><br>October 15, 2002 |
| | **SUPERSEDES** **DI** 55.27 | **DATED** April 21, 2000 |

1. **PURPOSE**

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

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

## 4. POLICY

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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.

11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.

12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.

13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.

14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).

4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.

4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**

Process for Issuance

a. Fire hydrant meters shall only be used for the following purposes:

1. Temporary irrigation purposes not to exceed one year.

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

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

4.7 **Relocation of Existing Fire Hydrant Meters**

a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as "Hotline"), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter's relocation.

b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.

c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 **Disconnection of Fire Hydrant Meter**

a. After ten (10) months a "Notice of Discontinuation of Service" (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.

b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

for removal of the meter.

c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.

d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.

e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

## 5. EXCEPTIONS

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

## 6. MOBILE METER

6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

a) **Vehicle Mounted Meters**: Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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.

## 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.

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

**Water Department Director**

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

## APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders

# Application for Fire Hydrant Meter (EXHIBIT A)

City of San Diego PUBLIC UTILITIES Water & Wastewater

(For Office Use Only)

| NS REQ | FAC# |
|---|---|
| DATE | BY |

METER SHOP (619) 527-7449

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

## Meter Information

| Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip: | T.B. | G.B. (CITY USE) |
|---|---|---|
| Specific Use of Water: | | |
| Any Return to Sewer or Storm Drain, If so , explain: | | |
| Estimated Duration of Meter Use: | ☐ | Check Box if Reclaimed Water |

## Company Information

| Company Name: | | | |
|---|---|---|---|
| Mailing Address: | | | |
| City: | State: | Zip: | Phone: ( ) |
| *Business license# | *Contractor license# | | |
| A Copy of the Contractor's license OR Business License is required at the time of meter issuance. | | | |
| Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE) | | | Phone: ( ) |
| Site Contact Name and Title: | | | Phone: ( ) |
| Responsible Party Name: | | | Title: |
| Cal ID# | | | Phone: ( ) |
| Signature: | | Date: | |

Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter

| ☐ Fire Hydrant Meter Removal Request | | Requested Removal Date: |
|---|---|---|
| Provide Current Meter Location if Different from Above: | | |
| Signature: | Title: | Date: |
| Phone: ( ) | Pager: ( ) | |

| ☐ City Meter | ☐ Private Meter | |
|---|---|---|
| Contract Acct #: | Deposit Amount: $ 936.00 | Fees Amount: $ 62.00 |
| Meter Serial # | Meter Size: 05 | Meter Make and Style: 6-7 |
| Backflow # | Backflow Size: | Backflow Make and Style: |
| Name: | Signature: | Date: |

## WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

**Note**:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

# APPENDIX C

# MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

## MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

# APPENDIX D

# SAMPLE CITY INVOICE

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123
**Project Name:**
Work Order No or Job Order No.
City Purchase Order No.
Resident Engineer (RE):
RE Phone#: Fax#:

**Contractor's Name:**
Contractor's Address:
Contractor's Phone #:
Contractor's fax #:
Contact Name:

**Invoice No.**
**Invoice Date:**
Billing Period: ( To )

| Trigger Asset | Item # | Item Description | Contract Authorization | | | | Previous Totals To Date | | This Estimate | | Totals to Date | | Amount Remaining |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Unit | Price | Qty | Extension | %/QTY | Amount | % / QTY | Amount | % / QTY | Amount | |
| | 1 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00 | $0.00 | $ - |
| | 2 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 3 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 4 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 5 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 6 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 7 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 8 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 5 | | | | 1.00 | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 6 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 7 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 8 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 9 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 10 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 11 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 12 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 13 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 14 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 15 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 16 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | 17 | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | | **CHANGE ORDER No.** | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | | | | | | $ - | | $0.00 | | $0.00 | 0.00% | $0.00 | $ - |
| | | Total Auhtorized Amount (Original) | | | | $ - | | $0.00 | | $0.00 | | $0.00 | $ - |
| | | Total Authorized Amount (including approved Change Order) | | | | **$ -** | | $0.00 | | $0.00 | **Total Billed** | $0.00 | Total Amount Remaining |
| | | | | | | | | | | | | | $ - |

SAMPLE

**SUMMARY**

| | |
|---|---|
| A. Original Contract Amount | $0.00 |
| B. Approved Change Order #00 Thru #00 | $0.00 |
| C. Total Authorized Amount (A+B) | $0.00 |
| D. Total Billed to Date | $0.00 |
| E. Less Total Retention (5% of D ) | $0.00 |
| F. Less Total Previous Payments | $0.00 |
| **G. Payment Due Less Retention** | **$0.00** |
| H. Remaining Authorized Amount | $0.00 |

**I certify that the materials have been received by me, or services have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment**

_____
**Resident Engineer** **Date**

_____
**Construction Engineer** **Date**

**Retention and/or Escrow Payment Schedule**

| | |
|---|---|
| Total Retention Required as of this billing (Item E) | $0.00 |
| Previous Retention Withheld in PO or in Escrow | $0.00 |
| **Add'l Amt to Withhold in PO/Transfer in Escrow:** | ***$0.00*** |
| **Amt to Release to Contractor from PO/Escrow:** | $0.00 |

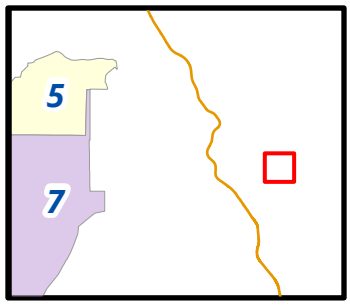
Contractor Signature and Date: _____

1/10/2024 Rev

# APPENDIX E

# LOCATION MAP

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce with permission granted by RAND MCNALLY & COMPANY© to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY©. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY




Engineering & Capital Projects

# SV Dam Low Level Outlet Improvements

SENIOR ENGINEER
WILLIAM GIBSON

PROJECT MANAGER
JACOB RIVERA

PROJECT ENGINEER
ABDIRAHMAN OSMAN

FOR QUESTIONS ABOUT THIS PROJECT
Call: (619) 533-4207
Email: engineering@sandiego.gov

## Legend

SV Dam

N
W
E
S

COMMUNITY NAME: N/A

COUNCIL DISTRICT: NOT IN CITY LIMITS

WBS NO: B22002

SanGIS

Date: 6/17/2025

# APPENDIX F

# SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY

The City of SAN DIEGO

# CONSTRUCTION NOTICE

## PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

**The work will consist of:**

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

**How your neighborhood may be impacted:**

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

**Hours and Days of Operation:**
Monday through Friday X:XX AM to X:XX PM.

**City of San Diego Contractor:**
Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP
This information is available in alternative formats upon request.

The City of SAN DIEGO

CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

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- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:
Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:
Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP
This information is available in alternative formats upon request.

# APPENDIX G

# SAMPLE CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM

**CITY OF SAN DIEGO**
**CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM**

Date:_____

☐ **INTERIM EVALUATION:** at _____% of a _____ ☐ Working Day ☐ Calendar Day
☐ **FINAL EVALUATION:** Submitted at completion of a _____ ☐ Working Day ☐ Calendar Day

**TITLE OF CONTRACT:** Title of Contract

**CONTRACT AMOUNT (ORIGINAL/FINAL)** _____/_____

**FIRM NAME:** Contractor Firm Name

**FIRM ADDRESS:** _____

**CONTRACTOR REPRESENTATIVE'S NAME:** _____

**CONTRACTOR SUPERINTENDENT'S NAME:** _____

**CONTRACTOR FOREMAN'S NAME:** _____

**WBS #:** **BID #:**

**TYPE OF WORK** (CHECK ALL THAT APPLY):

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| TREATMENT PLANT | ☐ | PUMP STATION | ☐ | SEWER MAIN | ☐ | STORM DRAIN | ☐ |
| WATER MAIN | ☐ | FLOOD CONTROL | ☐ | ENVTL. MITIGATION | ☐ | BRIDGE | ☐ |
| STREETS/HIGHWAYS | ☐ | TRAFFIC SIGNAL | ☐ | STREET LIGHTS | ☐ | PARK | ☐ |
| BUILDING [specify] | ☐ | PIPING SYSTEM | ☐ | OTHER (SPECIFY) | ☐ | ____ | |

CPE are one of the tools the City uses to determine if a contractor has the quality, fitness, and capacity to perform proposed work satisfactorily and is, therefore, a responsible contractor. *See* San Diego Municipal Code sections 22.3003 and 22.3004. This evaluation represents the observations and conclusions of the City of San Diego, prepared by City staff in the course of their official duties. The Contractor may agree with or dispute the contents and conclusions of this evaluation. Anyone not affiliated with the City of San Diego should conduct his/her investigation to confirm or dispel the conclusions expressed herein.

**Notes:**
- **The Contractor will be allowed (60) calendar days after notice of the final performance evaluation pursuant to SDMC 22.0806 to protest this evaluation in writing; otherwise, the City will deem the evaluation accepted by the Contractor.**
- **Refer to the end of the form for definitions used in this evaluation.**

SAMPLE

## 1. Contract Administration

**The Contractor's overall rating for Section 1 is (check one):**

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

## 2. Compliance with Contract Documents

**The Contractor's overall rating for Section 2 is (check one):**

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

SAMPLE

### 3. Construction Workmanship

**The Contractor's overall rating for Section 3 is (check one):**

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

### 4. Safety

**The Contractor's overall rating for Section 4 is (check one):**

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

SAMPLE

## 5. Storm Water / BMP Compliance

**The Contractor's overall rating for Section 5 is (check one):**

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

## 6. Cooperation, Professionalism, Communication & Public Outreach

SAMPLE

**The Contractor's overall rating for Section 6 is (check one):**

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

## 7. Subcontracting Performance and Management

**The Contractor's overall rating for Section 7 is (check one):**

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

**OVERALL EVALUATION**

THE OVERALL EVALUATION IS DERIVED FROM THE HOLISTIC REVIEW OF THE SEVEN FACTORS ABOVE.

**The Contractor's overall rating (check one):**

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

OVERALL SUMMARY:

SAMPLE

| RESIDENT ENGINEER | SUPERVISOR |
|---|---|
| By: | |
| (signature / date) | (signature / date) |
| (print name) | (print name) |

Section Head's Initial_____

Asst. Deputy Director's Initials_____
ADD:
Date:_____

cc:

- Contractor
- Program Coordinator, Engineering & Capital Projects/Contracting Group, Pre-qualification Program
- Director, Purchasing & Contracting
- Deputy Director, Purchasing & Contracting
- eFile CityHub/SDShare

SAMPLE

**Definitions:**

1. **Performance Areas -** These include the Contractor's record of conforming to the requirements and standards of *Contract Administration*, *Compliance with Contract Documents*, *Construction Workmanship*, *Safety*, *Stormwater Best Management Practices*, *Cooperation, Professionalism*, *Communication* and *Public Outreach*, and *Subcontracting Performance and Management*.

   Here are definitions for the specified terms within the context of contractor performance areas:

   - *Contract Administration*: Managing all aspects of a construction contract to ensure compliance with its terms and conditions. This includes handling project documentation, managing changes or modifications, e.g., requests for changes, processing payments, monitoring timelines, requests for information, submittals, resolving disputes, and ensuring all parties fulfill their contractual obligations.
   - *Compliance with Contract Documents:* Adherence to the plans, specifications, and other legally binding documents that outline the scope of work, quality standards, and technical requirements. This involves ensuring all construction activities align with approved designs, materials, and regulations specified in the contract.
   - *Construction Workmanship:* The quality and standard of the physical work performed on the project. It reflects the Contractor's ability to deliver durable, precise, and code-compliant construction through skilled labor and proper techniques specified in the contract.
   - *Safety:* Implementing and maintaining measures to protect workers, site visitors, and the public from hazards. This includes compliance with Occupational Safety and Health Administration standards, site-specific safety plans, and accident prevention strategies throughout the project lifecycle.
   - *Stormwater Best Management Practices (BMPs):* Techniques and measures used to control and reduce the impact of stormwater runoff during and after construction. This includes erosion control, sediment barriers, proper waste management, and other strategies to minimize pollution and protect water quality in compliance with environmental regulations.
   - *Cooperation:* The Contractor's ability to work collaboratively and effectively with the City, subcontractors, government agencies, and other stakeholders. This involves being responsive and adaptable and maintaining a solution-oriented approach to project challenges.
   - *Professionalism:* Demonstrating ethical conduct, integrity, and respect in all aspects of the Contractor's work. It includes maintaining a positive work environment, adhering to industry standards, and fostering trust through reliable and responsible business practices.
   - *Communication and Public Outreach:* Providing clear, timely, and accurate information to stakeholders and the public as specified in the Contract Documents. This involves regular project updates, responding to concerns, and maintaining transparency to build positive community relations and ensure all parties remain informed.
   - *Subcontracting Performance and Management:* The contractor's ability to select, oversee, and coordinate Subcontractors to ensure their work meets quality standards, deadlines, and compliance requirements. Effective management includes monitoring performance, enforcing contractual terms, and resolving issues to maintain project continuity.

   The above criteria are not equally weighted. For example, though the Contractor may receive an outstanding rating for Contract Administration, Cooperation, Professionalism and/or Communication, the frequent lapses in safety on the job site or disregard for stormwater compliance resulting in serious injury or damages on site justify the Contractor receiving an overall unsatisfactory rating. Therefore, in the context of the Contractor performance ratings, the definitions can be adjusted to focus more on the quality of the Work, timeliness, and adherence to safety standards than other areas.

2. **Performance Rating -** See below for a breakdown of the Contractor's performance rating definitions. These definitions provide a set of expectations across multiple areas of the Contractor's performance, ensuring the Contractor is evaluated holistically on various critical aspects of contract execution.

   ***a) Outstanding:***

   - Contract Administration: Consistently submits all required documentation on time and maintains proper documentation. Fully adheres to the contract's terms and proactively resolves any issues.
   - Compliance with Contract Documents: Demonstrates full understanding of and strict adherence to Contract Documents. Any changes or deviations are well-communicated and documented.
   - Construction Workmanship: The quality of the Work consistently exceeds expectations, with few to no defects, attention to detail, and thorough craftsmanship.

SAMPLE

- Safety: Safety is a top priority, with zero safety incidents, proactive safety training, and implementing additional safety measures beyond required.
- Storm Water Best Management Practices: Consistently implements and exceeds all environmental guidelines for stormwater management and addresses issues before they arise.
- Cooperation: Fully cooperative with all stakeholders, including the client, Subcontractors, and suppliers, with a strong emphasis on team collaboration and problem-solving.
- Professionalism: Maintains the highest standards of conduct, integrity, and respect in all dealings with stakeholders and regulatory agencies.
- Communication and Public Outreach: Regularly updates stakeholders, responds promptly to concerns, and engages with the public in a respectful and transparent manner. Issues are resolved proactively.
- Subcontracting Performance and Management: Subcontractors are managed effectively, adhering to contract terms and producing high-quality work. Coordination between Subcontractors is seamless.

***b) Above Satisfactory:***

- Contract Administration: Completes necessary documentation with minimal errors and on time. Any issues or changes are addressed promptly.
- Compliance with Contract Documents: Follows Contract Documents well, with only minor discrepancies or deviations that are communicated and resolved.
- Construction Workmanship: Work quality is generally excellent, with a few minor issues or areas for improvement that are promptly corrected.
- Safety: Strong safety record, with minor issues addressed quickly. Safety practices generally meet or exceed expectations.
- Stormwater Best Management Practices: Stormwater management practices are followed effectively, with few issues. Implements best practices and corrects problems when they arise.
- Cooperation: Works well with all parties, addressing issues with minimal conflict. Collaboration is generally smooth.
- Professionalism: Maintains a professional demeanor, resolving conflicts appropriately, and adhering to industry standards.
- Communication and Public Outreach: Communication is proactive and responsive, with timely updates to stakeholders and the public. Public outreach is effective but could be more frequent.
- Subcontracting Performance and Management: Subcontractors are effectively managed, but minor coordination issues may arise. Work is generally on time and meets the standards.

***c) Satisfactory:***

- Contract Administration: Documentation is completed as required, with occasional delays or missing information. Issues are resolved, but reminders may be required.
- Compliance with Contract Documents: Generally, complies with contract documents, with occasional deviations addressed upon discovery but may result in delays or minor issues.
- Construction Workmanship: Meets the minimum expected quality, with some defects or areas that could be improved. Issues are typically addressed once raised.
- Safety: Safety protocols are followed, though there may be occasional minor incidents or near-misses. The overall safety record is acceptable but not exemplary.
- Stormwater Best Management Practices: Meets basic requirements for stormwater management but may not always go above and beyond to exceed environmental standards.
- Cooperation: Cooperation with others is generally acceptable but may not be proactive. Occasionally requires intervention to resolve conflicts or issues.

SAMPLE

- Professionalism: Conducts business professionally, though there may be occasional lapses in communication or judgment.
- Communication and Public Outreach: Provides regular updates but may not always engage proactively with stakeholders or the public. Responses are typically timely but occasionally delayed.
- Subcontracting Performance and Management: Subcontractors are managed adequately, though there may be some delays or quality issues. Coordination could be improved.

***d) Needs Improvement:***

- Contract Administration: Frequently submits documentation late or incomplete. Requires frequent reminders to stay on track with contract requirements.
- Compliance with Contract Documents: Regularly deviates from contract documents or fails to follow specifications. Changes or deviations are not always communicated effectively.
- Construction Workmanship: Work quality does not consistently meet the minimum standards. There are frequent defects or the need for rework.
- Safety: Safety violations occur, or safety protocols are inconsistently followed. There are notable safety incidents or risks that need to be addressed.
- Stormwater Best Management Practices: Fails to comply consistently with stormwater management practices, leading to potential environmental concerns or violations.
- Cooperation: Struggles to cooperate with others, leading to frequent conflicts, delays, or miscommunications.
- Professionalism: Displays unprofessional behavior, including poor communication, lack of respect for other stakeholders, or failure to resolve conflicts properly.
- Communication and Public Outreach: Communication is often reactive rather than proactive, failing to inform stakeholders or the public promptly or transparently.
- Subcontracting Performance and Management: Subcontractors are not properly managed, leading to frequent delays, quality issues, or resource mismanagement.

***e) Unsatisfactory:***

- Contract Administration: Consistently fails to submit required documentation, and there are significant discrepancies or ongoing issues with contract compliance.
- Compliance with Contract Documents: Major deviations from contract documents are frequent and unaddressed. The Contractor fails to follow essential specifications or standards.
- Construction Workmanship: The quality of the Work is consistently poor, with widespread defects and the need for significant rework. It is below industry standards.
- Safety: Serious safety violations or significant incidents affecting worker safety or project progress. Safety regulations are often ignored or not implemented.
- Stormwater Best Management Practices: Failure to implement or adhere to environmental best practices leads to violations or significant environmental impacts.
- Cooperation: Exhibits a lack of cooperation, leading to frequent conflicts with stakeholders, delays, and disruptions in project progress.
- Professionalism: Consistently unprofessional behavior, lack of integrity, failure to meet basic expectations for respect and conduct.
- Communication and Public Outreach: Poor or nonexistent communication, leaving stakeholders or the public uninformed. Issues are ignored or not addressed on time.
- Subcontracting Performance and Management: Subcontractors are poorly managed, leading to significant delays, quality issues, or violations of contract terms. Coordination and oversight are lacking.

SAMPLE

# APPENDIX H

# LOW LEVEL OUTLET COATING INFORMATION

# Madison Chemical Industries Inc.

# CORROPIPE II PW

**TECHNICAL DATA** **LINING FOR POTABLE WATER PIPELINES**

## THE PRODUCT AND ITS USES

CorroPipe II PW is a two component, quick setting, 100% solids polyurethane developed to protect potable water pipes from internal corrosion and abrasion. CorroPipe II PW cures to form a tough, durable non-toxic polyurethane solid that is holiday-free and resistant to chemicals, corrosion and abrasion. CorroPipe II PW will not impart any taste to the contents of the pipe, even at elevated temperatures.

CorroPipe II PW can be sprayed to any desired thickness in a single coat application at any ambient temperature to enable fast and trouble-free application. Using CorroPipe II PW cuts cost by improving productivity and increasing throughput.

**CorroPipe II PW (AM)** is a modified version of CorroPipe II PW that contains an EPA registered Anti-Microbial agent.

## APPROVALS AND LISTINGS

NSF International: NSF/ANSI Standard 61 for potable water applications. Rated D.HOT 60°C (140°F)
US Food & Drug Administration 21 CFR177.1680 for dry food contact

## TECHNICAL INFORMATION

| PROPERTY | TEST DESCRIPTION | RESULTS |
|---|---|---|
| Application Temperatures | N/A | -40°C(-40°F) to 65°C(150°F) |
| Initial Setting Time | @ 20°C/70°F | 3 minutes |
| Curing Time Before Handling | @ 20°C/70°F | 8 minutes |
| Curing Time Before Immersion | @ 20°C/70°F | 48 hours |
| Recoat Time* | @ 20°C/70°F | Within 45 minutes |
| Solids Content | ASTM D-1259 | 100% |
| Volatile Organic Compounds (VOCs) | ASTM D-2369 | 0% |
| Theoretical coverage | N/A | 1016 $m^2$/litre/micron (1604 $ft^2$/US gallon/mil) |
| Adhesion to steel | ASTM D-4541 (SSPC-SP10) | Greater than 2000 p.s.i. |
| Adhesion to concrete | ASTM D-4541 | Greater than strength of concrete |
| Hardness | ASTM D-2240 Shore D | 75 +/- 5 |
| Flexibility | ASTM D-522 | 180° over 3" mandrel |
| Abrasion Resistance | ASTM D-4060 (CS-17 wheels, 1 kg weights, 1000 revolutions) | 52 mg loss |
| Resistance to Cathodic Disbondment | CSA Z-245 (65°C, 48 hours, 20 mils) | 8 mm average radius |
| Chemical Resistance | ASTM D-543 | Excellent; see Chemical Resistance Chart |
| Impact Resistance | ASTM D-2794 | Very Good; greater than 50 in. lbs. |
| Colors | | Off White, Medium Gray |

*However, recoat window varies depending on the spray equipment temperature setting, the ambient conditions, product temperature/thickness, and the temperature of the substrate being coated.

NOTE: All statements, technical information and recommendations contained herein are typical of results obtained under laboratory conditions and are not intended to be used as contract specifications. For specification guidelines please contact Madison Chemical.

## APPLICATION INSTRUCTIONS

CONTACT MADISON FOR DETAILED APPLICATION INSTRUCTIONS.

### A. SURFACE PREPARATION

1) Ensure that surface is clean, dry and uncontaminated. Proceed only if the substrate temperature is more than 3°C(5°F) above the dew point temperature during surface preparation and coating application.
2) Abrasive blast clean with angular media (sand, slag or steel grit G40 or coarser). DO NOT USE steel shot or non-angular media.
   For **steel** surfaces, blast to a Near White Blast (SSPC-SP10; NACE 2; SA 2.5):
   - minimum 3.0 mil (75 microns) profile for immersion;
   - minimum 2.5 mil (65 microns) profile for buried;
   - minimum 2.0 mil (50 microns) profile for atmospheric service.

   For **ductile iron** surfaces, abrasive blast to achieve a surface anchor profile of 2.5 mils or greater. Remove all rust and loose oxides.
   For **concrete** surfaces, abrasive blast to remove any latiance.
3) See Madison Application Instructions for details.

### B. APPLICATION OF COATING

1) Roll or agitate individual components thoroughly before use to disperse pigments and assure homogeneity. Do not thin. Do not mix “A” and “B” together.
2) Spray apply coating using a two component, 1:1 mix ratio, heated airless spray unit.
3) Unlimited film thickness can be obtained in a single coat, multi-pass application using one of several techniques.
4) A second coat may be applied over the first, as long as it is within the recoat time. Otherwise, it will be necessary to roughen the surface to ensure good intercoat adhesion.
5) Let coating reach full cure before putting into service. Then follow pipe decontamination procedure to remove any dirt and debris.

### C. CLEAN-UP AND STORAGE

1) CorroPipe II PW will react with humidity and moisture. Keep containers tightly sealed; store upside down. For clean-up, use Madison VR-1 Viscosity Reducer, M.E.K. or a 50:50 blend of M.E.K. and Xylol. Other solvents may react with CorroPipe II PW.
2) Store between 10°C (50°F) and 27°C (80°F). DO NOT FREEZE. Use product within 6 months of receiving.

## HEALTH AND SAFETY

CorroPipe II PW is intended for industrial use only. It contains no monomeric isocyanates but may nevertheless cause respiratory distress in some people. Provide ample ventilation. Wear a fresh air respirator when using in confined areas or when spraying. Wear rubber gloves, safety goggles and protective clothing. If swallowed, DO NOT induce vomiting as this will cause additional throat irritation; contact physician. If splashed on skin, remove immediately with rubbing alcohol and then wash with soap and water. If splashed in eyes, wash liberally with clean water and contact physician; temporary irritation of eyes may last several days. Contains no known or suspected carcinogens or mutagens. See MSDS for more information. The finished product is totally inert and non-toxic.

## LIMITED TWO YEAR WARRANTY

Madison will replace any product which, in service for which it is suitable, fails to meet specifications within two years of sale and which is proven to be defective when applied according to instructions by a Madison Approved Applicator or Certified OEM Applicator. Madison accepts no responsibility or liability for any other loss, claim, damage, injury or expense, direct or consequential, in contract or negligence. This product replacement warranty is in lieu of any other right, warranty, guarantee or condition, statutory or otherwise, expressed or implied, whether as to fitness for a particular purpose or as to merchantable quality or otherwise.

The information contained herein is believed to be accurate as of the date of publication. Madison reserves the right to change product specifications without notice.

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World Leader for Infrastructural Coatings™

# Madison Chemical Industries Inc.

# EC-120

## TECHNICAL DATA

**POLYURETHANE-EPOXY HYBRID COATING**

## THE PRODUCT AND ITS USES

EC-120 is a 2:1 mixing ratio two-component, high gloss, slow setting, 100% solids (No VOC), Bisphenol A type epoxy-polyurethane hybrid type coating for applications of all types. It is also suitable wherever high performance and ease of use are equally important; for example, pipe joint coating, large area repair, water storage tanks, wastewater treatment applications and factory floors. Properly applied, EC-120 will provide a pinhole-free, monolithic barrier which completely protects the parent structure. EC-120 can also be used as a rendering material for concrete substrates to reduce pinholing of top coatings. The finished product is enamel-like in appearance and offers excellent resistance to corrosion, abrasion and cathodic disbondment, combined with moderate chemical resistance.

If fast throughput is a concern, consider using one of Madison's plural component, fast setting coatings as an alternative.

### APPROVALS AND LISTINGS

Certified under NSF International NSF/ANSI Standard 61 for use in potable water applications.

## TECHNICAL INFORMATION

| PROPERTY | TEST DESCRIPTION | RESULTS |
|---|---|---|
| Application Temperatures | N/A | 10°C (50°F) to 65°C (150°F) |
| Initial Set Time | @20°C/70°F | 5 hours |
| Pot Life | @20°C/70°F | 45 minutes |
| Recoat Time* | @20°C/70°F | Minimum recoat time 6 hours<br>Maximum recoat time 48 hours |
| Ultimate Cure Time | @20°C/70°F | 7 days |
| Solids Content | Conversion to Solids by Volume | 100% |
| Volatile Organic Compounds (VOCs) | | 0 grams/litre |
| Theoretical Coverage | N/A | 40 $m^2$/litre/25 micron (1604 $ft^2$/US gallon/mil) |
| Hardness | ASTM D-2240 Shore D | 90 |
| Adhesion to Concrete | | Greater than the cohesive strength of concrete |
| Adhesion to Steel; 2 mil Anchor Pattern Near White Blasted Mild Steel | ASTM D-4541 | >1500 psi |
| Dielectric Strength | ASTM D-1000 @23C (73F) | > 200 volts/mil |
| Abrasion Resistance | ASTM D-4060<br>Taber CS-17, 1kg, 1000 cycles | 60 mg |
| Impact Resistance | ASTM D-638 Gardner 1G-1120 | 70 inch-pounds @23°C (73°F) |
| Temperature Resistance | ASTM D-870<br>ASTM D-2245 | Up to 88°C (190°F) Wet<br>Up to 149°C (300°F) Dry |
| Flame Spread | ASTM E-84 | 12.7 |
| Colors | | Available in grey, white, red and black |

1 However, recoat window varies depending on ambient, coating and substrate temperatures and coating thickness.

NOTE: All statements, technical information and recommendations contained herein are typical of results obtained under laboratory conditions and are not intended to be used as contract specifications. For specification guidelines please contact Madison Chemical. The information contained herein is believed to be accurate as of the date of publication. Madison reserves the right to change product specifications without notice.

## APPLICATION INSTRUCTIONS

CONTACT MADISON FOR DETAILED APPLICATION INSTRUCTION BULLETIN (also available online).

### A. SURFACE PREPARATION

1) Ensure that surface is clean, dry and uncontaminated. Proceed only if the substrate temperature is more than 3°C (5°F) above the dew point temperature during surface preparation and coating application.

2) Abrasive blast clean with sand or grit (G40 or coarser). DO NOT USE steel shot or non-angular media.
For **steel** surfaces, blast to a Near White Blast (SSPC-SP10; NACE 2; SA 2.5), finishing with a:
- minimum 3.0 mil (75 microns) profile for immersion;
- minimum 2.5 mil (65 microns) profile for buried;
- minimum 2.0 mil (50 microns) profile for atmospheric service.

When this is not feasible for field application, we recommend that the structure be preblasted in the shop. Once in the field, the surface is reblasted or cleaned with a power hand tool to achieve a minimum depth profile of 2.5 mil (65 microns). For immersion service, the steel surface must be blasted.
For **concrete** surfaces, abrasive blast to remove any latiance. Ensure there are no visible bug holes on the surface. If so, patch to fill the holes using suitable materials.

3) For **touch-up** areas where sandblasting is not practical, the surface may be prepared by sanding with 60 - 80 grit paper. The surface profile must have an angular anchor pattern/texture. Adjacent, intact coating must be sanded, ground or wire brushed to remove all coating gloss and to provide a rough texture.

4) See Madison Application Instructions for details.

### B. APPLICATION OF COATING

1) Do not apply if temperature is below 10°C (50°F) or if the dew point is within 3°C (5°F) of the temperature. All application and surface preparation should be consistent with good painting practices.

2) This is a two component system with a 2:1 mix ratio by volume. Agitate individual components thoroughly before use to disperse pigments and assure homogeneity. Both components (Part A Resin and Part B Hardener) should be between 21°C (70°F) and 32°C (90°F) prior to mixing.

3) Pour Part B Hardener into Part A Resin and blend thoroughly using a power agitator, such as a Jiffy mixer and a high strength industrial drill, for 3-5 minutes. To ensure complete mixing, scrape sides and bottom of containers. Incomplete mixing will result in soft spots or color variation. Begin application immediately after mixing. EC-120 may be thinned using Madison VR-4 Reducer to a maximum of 30% by volume.
**Note:** For compliance to NSF61 (drinking water application requirement) the maximum allowed VR-4 Reducer is 10% by volume and the maximum final coating thickness is 16 mil.

4) EC-120 may be applied using a brush, 1/4" or 3/8" nap phenolic core roller, squeegee, or airless spray. When using airless spray it is recommended to use a 45:1 ratio pump, 0.023" - 0.027" orifice tip, and a 3/8" material hose unless more than 50 ft. is required, then use a 1/2" material hose. The total application thickness may vary, depending on expected service conditions (i.e., chemical exposure, temperature, traffic load and other mechanical abuse, immersion service vs. splash-spill, etc.).

5) A second coat may be applied over the first, so long as it is applied within the recoat window (see technical information above). Otherwise, roughening of the surface will be necessary to ensure good intercoat adhesion.

6) Allow coating to cure completely before putting into service.

### C. CLEAN-UP AND STORAGE

Use only Madison's VR-4 Reducer as any other reducer, whether Madison or third party will ruin the product. Store closed container in a cool, dry area. Use product within 12 months of receiving.

## HEALTH AND SAFETY

Product is intended for industrial or professional use only. Contents may build up pressure during storage; open with extreme care if can is bulging, thereby allowing gas to escape slowly. Product is non-flammable and is unlikely to cause respiratory irritation or other reactions. However, should someone exhibit a sensitivity, remove the person from the area. Ventilate indoor work spaces well. If spilled on skin, remove immediately with Madison VR-4 Reducer as product is very solvent resistant once it starts to polymerize (cure). If swallowed, do not induce vomiting, as this will cause additional throat irritation; contact physician. MSDS available upon request. Review Application Instruction Bulletin for further safety information.

## LIMITED TWO YEAR WARRANTY

Madison will replace any product which, in service for which it is suitable, fails to meet specifications within two years of sale and which is proven to be defective when applied according to instructions by a Madison Approved Applicator or Certified OEM Applicator. Madison accepts no responsibility or liability for any other loss, claim, damage, injury or expense, direct or consequential, in contract or negligence. This product replacement warranty is in lieu of any other right, warranty, guarantee or condition, statutory or otherwise, expressed or implied, whether as to fitness for a particular purpose or as to merchantable quality or otherwise.

*Version 04, July 14, 2009*
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# Madison Chemical Industries Inc.

# CORROPIPE II PW

**TECHNICAL DATA** **LINING FOR POTABLE WATER PIPELINES**

## THE PRODUCT AND ITS USES

CorroPipe II PW is a two component, quick setting, 100% solids polyurethane developed to protect potable water pipes from internal corrosion and abrasion. CorroPipe II PW cures to form a tough, durable non-toxic polyurethane solid that is holiday-free and resistant to chemicals, corrosion and abrasion. CorroPipe II PW will not impart any taste to the contents of the pipe, even at elevated temperatures.

CorroPipe II PW can be sprayed to any desired thickness in a single coat application at any ambient temperature to enable fast and trouble-free application. Using CorroPipe II PW cuts cost by improving productivity and increasing throughput.

**CorroPipe II PW (AM)** is a modified version of CorroPipe II PW that contains an EPA registered Anti-Microbial agent.

## APPROVALS AND LISTINGS

NSF International: NSF/ANSI Standard 61 for potable water applications. Rated D.HOT 60°C (140°F)
US Food & Drug Administration 21 CFR177.1680 for dry food contact

## TECHNICAL INFORMATION

| PROPERTY | TEST DESCRIPTION | RESULTS |
|---|---|---|
| Application Temperatures | N/A | -40°C(-40°F) to 65°C(150°F) |
| Initial Setting Time | @ 20°C/70°F | 3 minutes |
| Curing Time Before Handling | @ 20°C/70°F | 8 minutes |
| Curing Time Before Immersion | @ 20°C/70°F | 48 hours |
| Recoat Time* | @ 20°C/70°F | Within 45 minutes |
| Solids Content | ASTM D-1259 | 100% |
| Volatile Organic Compounds (VOCs) | ASTM D-2369 | 0% |
| Theoretical coverage | N/A | 1016 $m^2$/litre/micron (1604 $ft^2$/US gallon/mil) |
| Adhesion to steel | ASTM D-4541 (SSPC-SP10) | Greater than 2000 p.s.i. |
| Adhesion to concrete | ASTM D-4541 | Greater than strength of concrete |
| Hardness | ASTM D-2240 Shore D | 75 +/- 5 |
| Flexibility | ASTM D-522 | 180° over 3" mandrel |
| Abrasion Resistance | ASTM D-4060 (CS-17 wheels, 1 kg weights, 1000 revolutions) | 52 mg loss |
| Resistance to Cathodic Disbondment | CSA Z-245 (65°C, 48 hours, 20 mils) | 8 mm average radius |
| Chemical Resistance | ASTM D-543 | Excellent; see Chemical Resistance Chart |
| Impact Resistance | ASTM D-2794 | Very Good; greater than 50 in. lbs. |
| Colors | | Off White, Medium Gray |

*However, recoat window varies depending on the spray equipment temperature setting, the ambient conditions, product temperature/thickness, and the temperature of the substrate being coated.

NOTE: All statements, technical information and recommendations contained herein are typical of results obtained under laboratory conditions and are not intended to be used as contract specifications. For specification guidelines please contact Madison Chemical.

## APPLICATION INSTRUCTIONS

CONTACT MADISON FOR DETAILED APPLICATION INSTRUCTIONS.

### A. SURFACE PREPARATION

1) Ensure that surface is clean, dry and uncontaminated. Proceed only if the substrate temperature is more than 3°C(5°F) above the dew point temperature during surface preparation and coating application.
2) Abrasive blast clean with angular media (sand, slag or steel grit G40 or coarser). DO NOT USE steel shot or non-angular media.
   For **steel** surfaces, blast to a Near White Blast (SSPC-SP10; NACE 2; SA 2.5):
   - minimum 3.0 mil (75 microns) profile for immersion;
   - minimum 2.5 mil (65 microns) profile for buried;
   - minimum 2.0 mil (50 microns) profile for atmospheric service.

   For **ductile iron** surfaces, abrasive blast to achieve a surface anchor profile of 2.5 mils or greater. Remove all rust and loose oxides.
   For **concrete** surfaces, abrasive blast to remove any latiance.
3) See Madison Application Instructions for details.

### B. APPLICATION OF COATING

1) Roll or agitate individual components thoroughly before use to disperse pigments and assure homogeneity. Do not thin. Do not mix “A” and “B” together.
2) Spray apply coating using a two component, 1:1 mix ratio, heated airless spray unit.
3) Unlimited film thickness can be obtained in a single coat, multi-pass application using one of several techniques.
4) A second coat may be applied over the first, as long as it is within the recoat time. Otherwise, it will be necessary to roughen the surface to ensure good intercoat adhesion.
5) Let coating reach full cure before putting into service. Then follow pipe decontamination procedure to remove any dirt and debris.

### C. CLEAN-UP AND STORAGE

1) CorroPipe II PW will react with humidity and moisture. Keep containers tightly sealed; store upside down. For clean-up, use Madison VR-1 Viscosity Reducer, M.E.K. or a 50:50 blend of M.E.K. and Xylol. Other solvents may react with CorroPipe II PW.
2) Store between 10°C (50°F) and 27°C (80°F). DO NOT FREEZE. Use product within 6 months of receiving.

## HEALTH AND SAFETY

CorroPipe II PW is intended for industrial use only. It contains no monomeric isocyanates but may nevertheless cause respiratory distress in some people. Provide ample ventilation. Wear a fresh air respirator when using in confined areas or when spraying. Wear rubber gloves, safety goggles and protective clothing. If swallowed, DO NOT induce vomiting as this will cause additional throat irritation; contact physician. If splashed on skin, remove immediately with rubbing alcohol and then wash with soap and water. If splashed in eyes, wash liberally with clean water and contact physician; temporary irritation of eyes may last several days. Contains no known or suspected carcinogens or mutagens. See MSDS for more information. The finished product is totally inert and non-toxic.

## LIMITED TWO YEAR WARRANTY

Madison will replace any product which, in service for which it is suitable, fails to meet specifications within two years of sale and which is proven to be defective when applied according to instructions by a Madison Approved Applicator or Certified OEM Applicator. Madison accepts no responsibility or liability for any other loss, claim, damage, injury or expense, direct or consequential, in contract or negligence. This product replacement warranty is in lieu of any other right, warranty, guarantee or condition, statutory or otherwise, expressed or implied, whether as to fitness for a particular purpose or as to merchantable quality or otherwise.

The information contained herein is believed to be accurate as of the date of publication. Madison reserves the right to change product specifications without notice.

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# Madison Chemical Industries Inc.

# EC-120

## TECHNICAL DATA

**POLYURETHANE-EPOXY HYBRID COATING**

## THE PRODUCT AND ITS USES

EC-120 is a 2:1 mixing ratio two-component, high gloss, slow setting, 100% solids (No VOC), Bisphenol A type epoxy-polyurethane hybrid type coating for applications of all types. It is also suitable wherever high performance and ease of use are equally important; for example, pipe joint coating, large area repair, water storage tanks, wastewater treatment applications and factory floors. Properly applied, EC-120 will provide a pinhole-free, monolithic barrier which completely protects the parent structure. EC-120 can also be used as a rendering material for concrete substrates to reduce pinholing of top coatings. The finished product is enamel-like in appearance and offers excellent resistance to corrosion, abrasion and cathodic disbondment, combined with moderate chemical resistance.

If fast throughput is a concern, consider using one of Madison's plural component, fast setting coatings as an alternative.

### APPROVALS AND LISTINGS

Certified under NSF International NSF/ANSI Standard 61 for use in potable water applications.

## TECHNICAL INFORMATION

| PROPERTY | TEST DESCRIPTION | RESULTS |
|---|---|---|
| Application Temperatures | N/A | 10°C (50°F) to 65°C (150°F) |
| Initial Set Time | @20°C/70°F | 5 hours |
| Pot Life | @20°C/70°F | 45 minutes |
| Recoat Time* | @20°C/70°F | Minimum recoat time 6 hours<br>Maximum recoat time 48 hours |
| Ultimate Cure Time | @20°C/70°F | 7 days |
| Solids Content | Conversion to Solids by Volume | 100% |
| Volatile Organic Compounds (VOCs) | | 0 grams/litre |
| Theoretical Coverage | N/A | 40 $m^2$/litre/25 micron (1604 $ft^2$/US gallon/mil) |
| Hardness | ASTM D-2240 Shore D | 90 |
| Adhesion to Concrete | | Greater than the cohesive strength of concrete |
| Adhesion to Steel; 2 mil Anchor Pattern Near White Blasted Mild Steel | ASTM D-4541 | >1500 psi |
| Dielectric Strength | ASTM D-1000 @23C (73F) | > 200 volts/mil |
| Abrasion Resistance | ASTM D-4060<br>Taber CS-17, 1kg, 1000 cycles | 60 mg |
| Impact Resistance | ASTM D-638 Gardner 1G-1120 | 70 inch-pounds @23°C (73°F) |
| Temperature Resistance | ASTM D-870<br>ASTM D-2245 | Up to 88°C (190°F) Wet<br>Up to 149°C (300°F) Dry |
| Flame Spread | ASTM E-84 | 12.7 |
| Colors | | Available in grey, white, red and black |

1 However, recoat window varies depending on ambient, coating and substrate temperatures and coating thickness.

NOTE: All statements, technical information and recommendations contained herein are typical of results obtained under laboratory conditions and are not intended to be used as contract specifications. For specification guidelines please contact Madison Chemical. The information contained herein is believed to be accurate as of the date of publication. Madison reserves the right to change product specifications without notice.

## APPLICATION INSTRUCTIONS

CONTACT MADISON FOR DETAILED APPLICATION INSTRUCTION BULLETIN (also available online).

### A. SURFACE PREPARATION

1) Ensure that surface is clean, dry and uncontaminated. Proceed only if the substrate temperature is more than 3°C (5°F) above the dew point temperature during surface preparation and coating application.

2) Abrasive blast clean with sand or grit (G40 or coarser). DO NOT USE steel shot or non-angular media.
For **steel** surfaces, blast to a Near White Blast (SSPC-SP10; NACE 2; SA 2.5), finishing with a:
- minimum 3.0 mil (75 microns) profile for immersion;
- minimum 2.5 mil (65 microns) profile for buried;
- minimum 2.0 mil (50 microns) profile for atmospheric service.

When this is not feasible for field application, we recommend that the structure be preblasted in the shop. Once in the field, the surface is reblasted or cleaned with a power hand tool to achieve a minimum depth profile of 2.5 mil (65 microns). For immersion service, the steel surface must be blasted.
For **concrete** surfaces, abrasive blast to remove any latiance. Ensure there are no visible bug holes on the surface. If so, patch to fill the holes using suitable materials.

3) For **touch-up** areas where sandblasting is not practical, the surface may be prepared by sanding with 60 - 80 grit paper. The surface profile must have an angular anchor pattern/texture. Adjacent, intact coating must be sanded, ground or wire brushed to remove all coating gloss and to provide a rough texture.

4) See Madison Application Instructions for details.

### B. APPLICATION OF COATING

1) Do not apply if temperature is below 10°C (50°F) or if the dew point is within 3°C (5°F) of the temperature. All application and surface preparation should be consistent with good painting practices.

2) This is a two component system with a 2:1 mix ratio by volume. Agitate individual components thoroughly before use to disperse pigments and assure homogeneity. Both components (Part A Resin and Part B Hardener) should be between 21°C (70°F) and 32°C (90°F) prior to mixing.

3) Pour Part B Hardener into Part A Resin and blend thoroughly using a power agitator, such as a Jiffy mixer and a high strength industrial drill, for 3-5 minutes. To ensure complete mixing, scrape sides and bottom of containers. Incomplete mixing will result in soft spots or color variation. Begin application immediately after mixing. EC-120 may be thinned using Madison VR-4 Reducer to a maximum of 30% by volume.
**Note:** For compliance to NSF61 (drinking water application requirement) the maximum allowed VR-4 Reducer is 10% by volume and the maximum final coating thickness is 16 mil.

4) EC-120 may be applied using a brush, 1/4" or 3/8" nap phenolic core roller, squeegee, or airless spray. When using airless spray it is recommended to use a 45:1 ratio pump, 0.023" - 0.027" orifice tip, and a 3/8" material hose unless more than 50 ft. is required, then use a 1/2" material hose. The total application thickness may vary, depending on expected service conditions (i.e., chemical exposure, temperature, traffic load and other mechanical abuse, immersion service vs. splash-spill, etc.).

5) A second coat may be applied over the first, so long as it is applied within the recoat window (see technical information above). Otherwise, roughening of the surface will be necessary to ensure good intercoat adhesion.

6) Allow coating to cure completely before putting into service.

### C. CLEAN-UP AND STORAGE

Use only Madison's VR-4 Reducer as any other reducer, whether Madison or third party will ruin the product. Store closed container in a cool, dry area. Use product within 12 months of receiving.

## HEALTH AND SAFETY

Product is intended for industrial or professional use only. Contents may build up pressure during storage; open with extreme care if can is bulging, thereby allowing gas to escape slowly. Product is non-flammable and is unlikely to cause respiratory irritation or other reactions. However, should someone exhibit a sensitivity, remove the person from the area. Ventilate indoor work spaces well. If spilled on skin, remove immediately with Madison VR-4 Reducer as product is very solvent resistant once it starts to polymerize (cure). If swallowed, do not induce vomiting, as this will cause additional throat irritation; contact physician. MSDS available upon request. Review Application Instruction Bulletin for further safety information.

## LIMITED TWO YEAR WARRANTY

Madison will replace any product which, in service for which it is suitable, fails to meet specifications within two years of sale and which is proven to be defective when applied according to instructions by a Madison Approved Applicator or Certified OEM Applicator. Madison accepts no responsibility or liability for any other loss, claim, damage, injury or expense, direct or consequential, in contract or negligence. This product replacement warranty is in lieu of any other right, warranty, guarantee or condition, statutory or otherwise, expressed or implied, whether as to fitness for a particular purpose or as to merchantable quality or otherwise.

*Version 04, July 14, 2009*
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**Madison Chemical Industries Inc.**
**The World Leader For Infrastructural Coatings®**
**490 McGeachie Drive, Milton, Ontario, Canada, L9T 3Y5**
**Phone: (905) 878-8863 Fax: (905) 878-1449**
**E-mail: sales@madisonchemical.com www.madisonchemical.com**

TNEMEC

PRODUCT DATA SHEET

# EPOXOLINE® SERIES 22

## PRODUCT PROFILE

**GENERIC DESCRIPTION** Modified Polyamine Epoxy

**COMMON USAGE** An advanced generation, 100% solids, high-build epoxy for the protection of steel and concrete. It provides excellent resistance to abrasion and is suitable for immersion service in potable water, wastewater, crude oil, and finished fuel environments. Specialized curing mechanism allows for faster cure response with airless spray application.

**COLORS** WH11 Off-White, 1218 Light Blue, 1255 Beige

**FINISH** Semi-Gloss

**SPECIAL QUALIFICATIONS** Series 22-WH11 Off-White, 22-1218 Light Blue and 22-1255 Beige are certified by **NSF International** in accordance with **NSF/ANSI Std. 61** and are qualified for use on tanks and reservoirs of five (5) gallons capacity or greater, pipes 1/2" in diameter or greater and valves 1/2" in diameter or greater. Series 20HS, FC20HS, 91-$H_2O$, 94-$H_2O$, N140, N140F, V140 and V140F are the only Std. 61 certified primers for use with Series 22. Reference the "Search Listings" section of the NSF website at www.nsf.org for details on the maximum allowable DFT. Series 22 conforms to **AWWA C 210**.

Series 22 conforms to API 652 for lining above ground storage tanks. Series 61 is the recommended primer for use with Series 22 in crude oil or finished fuel immersion service environments. Contact your Tnemec representative for systems and additional information.

## COATING SYSTEM

**SURFACER/FILLER/PATCHER** Series 215, 217, 218

**PRIMERS** **Steel:** Self-priming, 20HS, FC20HS, 61, 66, 66HS, L69, L69F, N69, N69F, 90-97, H90-97, 90G-1K97, 91-$H_2O$, 94-$H_2O$, L140, L140F, N140, N140F, V140, V140F, 161, 161HS. **Note:** Series 20HS, FC20HS, 66, 66HS, L69, N69, L140, N140, V140, 161 or 161HS exposed more than 60 days; L69F, N69F, V69F, L140F, N140F or V140F exposed more than 30 days; 61 exposed more than 14 days must first be scarified or reprimed with themselves prior to topcoating with 22.

**TOPCOATS** Series 73, 740, 750, 1028, 1029, 1074, 1074U, 1075, 1075U, 1080, 1081. **Note:** Series 22 exterior (sunlight) exposed for longer than maximum recoat requires scarification by abrasive blasting prior to topcoating.

## SURFACE PREPARATION

**STEEL** **Non-Immersion Service:** SSPC-SP6/NACE 3 Commercial Blast Cleaning with a minimum angular anchor profile of 1.5 mils for dry film thicknesses at 16.0 to 20.0 mils.
**Immersion Service:** SSPC-SP10/NACE 2 Near-White Blast Cleaning with a minimum angular anchor profile of 3.0 mils for dry film thicknesses at 20.0 mils or greater.
**Enclosed, Protected & Mild Environments:** Contact your Tnemec representative or Tnemec Technical Service.

**WELDS** Remove weld spatter, burrs, or protrusions; remove and/or round sharp edges; and smooth rough welds prior to abrasive blasting. Welds should be ground to remove any irregularities and are considered ready for painting when a minimum finishing level of a C designation, as defined by NACE SP0178 latest revision, has been achieved.

**DUCTILE IRON** Contact your Tnemec Representative or Tnemec Technical Services.

**CONCRETE** Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness in accordance with ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (moisture vapor transmission should not exceed three pounds per 1,000 sq ft in a 24 hour period), F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes" (relative humidity should not exceed 80%), or D 4263 "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method" (no moisture present). Prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and too provide a minimum ICRI-CSP 5 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.

**ALL SURFACES** Must be clean, dry and free of oil, grease, chalk and other contaminants.

## TECHNICAL DATA

**VOLUME SOLIDS** 100% (mixed) †

**RECOMMENDED DFT** 16 to 40 mils (400 to 1016 microns) in one or two coats.

**CURING TIME**

| Temperature | To Touch | Dry Through | Minimum to Recoat | Return to Service | Maximum to Recoat |
|---|---|---|---|---|---|
| 95°F (35°C) | 2 1/2 hours | 5 1/2 hours | 4 hours | 5 days | 7 days |
| 75°F (24°C) | 7 hours | 18 hours | 16 hours | 5 days | 7 days |
| 50°F (10°C) | 24 hours | 27 hours | 32 hours | 7 days | 7 days |

**Note:** These cure times are based on 20.0 mil (500 micron) dry film thickness. Cure time varies with surface temperature, air movement, humidity, and film thickness. **Ventilation:** When used as a tank lining or in enclosed areas, provide adequate ventilation during application and cure.

**VOLATILE ORGANIC COMPOUNDS** **Unthinned:** 0.10 lbs/gallon (12 grams/litre)
**Thinned 5%:** 0.44 lbs/gallon (52 grams/litre) †

**HAPS** **Unthinned:** 0.0 lbs/gal solids
**Thinned 5%:** 0.37 lbs/gal solids

**THEORETICAL COVERAGE** 1,604 mil sq ft/gal (39.4 m²/L at 25 microns). See APPLICATION for coverage rates. †

**NUMBER OF COMPONENTS** Two: Part A (polyamine) and Part B (epoxy)

**MIXING RATIO** By volume: One (Part A) to one (Part B).

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Published technical data and instructions are subject to change without notice. The online catalog at www.tnemec.com should be referenced for the most current technical data and instructions or you may contact your Tnemec representative for current technical data and instructions.

# EPOXOLINE® | SERIES 22

**PACKAGING**

| | PART A | PART B | When Mixed |
|---|---|---|---|
| Large Kit | 5 gallon pail | 5 gallon pail | 10 gallons (37.85 L) |
| Medium Kit | 6 gallons pail (partial fill) | 3 gallon can (partial fill) | 5 gallons (15.14 L) |
| Small Kit | 1 gallon can (partial fill) | 1 gallon can (partial fill) | 1 gallon (3.79 L) |

Large kit offered for plural component application.

**NET WEIGHT PER GALLON**
12.70 ± 0.25 lbs (5.76 ± .11 kg) (mixed) †

**STORAGE TEMPERATURE**
Minimum 20°F (-6°C) Maximum 110°F (43°C)

**TEMPERATURE RESISTANCE**
Chemical resistance varies depending on chemical exposure and temperature. Contact Tnemec Technical Services for more information.

**SHELF LIFE**
Part A: 12 months and Part B: 12 months at recommended storage temperature.

**FLASH POINT - SETA**
Part A and Part B: >200°F (97°C)

**HEALTH & SAFETY**
Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.
**Keep out of the reach of children.**

## APPLICATION

**COVERAGE RATES**

| | Dry Mils (Microns) | Wet Mils (Microns) | Sq Ft/Gal (m²/Gal) |
|---|---|---|---|
| Minimum | 16.0 (400) | 16.0 (400) | 100 (9.3) |
| Maximum | 40.0 (1016) | 40.0 (1016) | 40 (3.7) |

A minimum of 30 mils (762 microns) is recommended for crude oil and finished fuels. Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

**MIXING**
Mix the entire contents of Part A and Part B separately. Scrape all of the Part A and Part B into a suitable container by using a flexible spatula. Use a variable speed drill with a PS Jiffy blade and mix the blended components for a minimum of two minutes. Apply the mixed material within the spray or pot life limits after agitation. For optimum application characteristics, material temperature should be between 70°F (21°C) and 80°F (27°C). **Note:** A large volume of material will gel quickly if not applied or reduced in volume.
**Caution: Do not reseal mixed material. An explosion hazard may be created.**

**THINNING**
May thin up to 5% or 6 fluid ounces per gallon with No. 2 Thinner. DO NOT thin in areas with strict extractable regulations.

**SPRAY LIFE**
**Unthinned:** 25 minutes at 75°F (24°C)
**Thinned 5%:** 1 hour at 75°F (24°C) 30 minutes at 90°F (32°C)

**APPLICATION EQUIPMENT**
**Airless Spray**

| Spray Gun | Pump Size | Tip Orifice | Atomizing Pressure | Mat'l Hose ID | Manifold Filter |
|---|---|---|---|---|---|
| Graco XHF, XTR7 or WIWA 500F | 56:1, X50 or X60 | 0.019"-0.023" (483-585 microns) | 5500-6000 psi (379-413 bar) | See Below | N/R |

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.
**Note:** Remove all filters. Material needs to be gravity fed through a material hopper. Material will not feed through a suction tube. **Note:** If mixed material temperature in mass exceeds 150°F (66°C), immediately purge all spray equipment and flush and clean with solvent.
**In areas with strict extractible limitations in potable water and thinning is not permitted:**
Material Hose ID (Nominal 200 feet): Attach up to 200' x ½" hose to the pump. Attach a 10' x 3/8" whip hose to the ½" hose.
**In areas where thinning is allowed:**
Material Hose ID (Nominal 200'): Attach up to 200' x 3/8" hose to the pump. Attach a 3' x ¼" whip hose to the 3/8" hose.
**Plural Component Application:** Contact Tnemec Technical Service for detailed equipment requirements.
**Brush:** Recommended for small areas only. Use high quality natural or synthetic bristle brushes.
**Roller:** Application not recommended.

**SURFACE TEMPERATURE**
Minimum 50°F (10°C) Maximum 130°F (54°C)
The surface temperature should be at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature. To avoid outgassing, concrete temperature should be stable or in a descending temperature mode.

**MATERIAL TEMPERATURE**
Prior to application, the material temperature should be between 70°F and 80°F (21°C and 27°C). It is suggested the material be stored at these temperatures at least 48 hours prior to use. Temperature will affect the workability. Cool temperatures increase viscosity and decrease workability. Warm temperatures will decrease viscosity and shorten pot life.

**HOLIDAY TESTING**
If required by the project specifications, holiday testing should be performed in accordance with NACE SP0188. Contact Tnemec Technical Service for voltage recommendations and curing parameters prior to testing.

**CLEANUP**
Flush and clean all equipment immediately after use with Tnemec No. 4 Thinner. Use Tnemec No. 68 Thinner when needed to comply with VOC regulations.

**† Values may vary with color.**

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.



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# APPENDIX I

# PRE-BID SITE VISIT MAP

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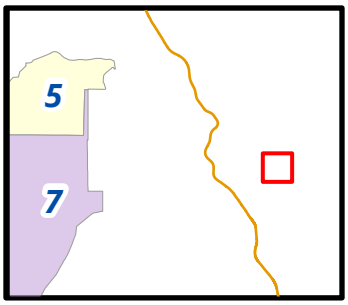


Engineering & Capital Projects

# SV Dam Low Level Outlet Improvements

SENIOR ENGINEER
WILLIAM GIBSON

PROJECT MANAGER
JACOB RIVERA

PROJECT ENGINEER
ABDIRAHMAN OSMAN

FOR QUESTIONS ABOUT THIS PROJECT
Call: (619) 533-4207
Email: engineering@sandiego.gov

## Descriptions:

**1.** Meeting Point
**2.** Visit Bulkhead
**3.** Visit Gallery Access Building (GAB) and Downstream Control Facility (DCF)
**4.** Visit staging area
**5.** Visit low-level outlet (LLO)

## BID NO.: K-26-2384-DBB-3

COMMUNITY NAME: N/A COUNCIL DISTRICT: NOT IN CITY LIMITS WBS NO: B22002

# ATTACHMENT F

# IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)

## ATTACHMENT F

### IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

(1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.

(2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.

(3) For emergency contracts that meet the definition of “emergency operations” as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the “emergency operations” project are actually being operated on the project for “emergency operations” only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of “emergency operations” must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

A. "Emergency Operations" is defined as:

1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;

2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or

3. Operations including_repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.

B. The records retained by Contractor for "emergency operations" projects must include:

1. A description of the emergency;

2. The address or a description of the specific location of the emergency;

3. The dates on which the emergency operations were performed; and

4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024,** Contractor is also subject to the requirements described in 13 CCR section 2449(j).

(1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.

(2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.

(3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at https://calepacomplaints.secure.force.com/complaints/Complaint, or email **dieselcomplaints@arb.ca.gov**, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle,

as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

(5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

# ATTACHMENT G

# CONTRACT AGREEMENT

**ATTACHMENT G**

**CONTRACT AGREEMENT**

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## CONSTRUCTION CONTRACT

This Phase- Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and J.F. Brennan Company, Inc., herein called "Contractor" for construction of **San Vicente Dam Low Level Outlet Improvements**; Bid No. **K-26-2384-DBB-3**; in the total amount of **Two Million Nine Hundred Eighty Six Thousand Dollars and Zero Cents ($2,986,000.00)** consisting of an amount not to exceed $1,800,000 for Phase I and $1,186,000 for Phase II.

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 Instruction to Bidders and the Supplementary Special Provisions (SSP).

   (d) Phase Funding Schedule Agreement

   (e) That certain documents entitled **San Vicente Dam Low Level Outlet Improvements**, on file in the office of the Purchasing & Contracting Department as Document No. **B-22002**, as well as all matters referenced therein.

2. The City wishes to construct this Project on a Phase- Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Contractor cannot begin, nor is the City financially liable for any additional Phases, unless and until Contractor is issued a Notice to Proceed for each additional Phase by the City.

3. 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 **San Vicente Dam Low Level Outlet Improvements**, Bid Number **K-26-2384-DBB-3**, San Diego, California.

4. 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 (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).

5. 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.

6. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

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

**CONTRACTOR**

By _____

Print Name: Daniel Gentges

Title: Secretary

Date: 04/23/2026

City of San Diego License No.: B2023012303

State Contractor's License No.: 1090233

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: PW-LR-1000885455

**THE CITY OF SAN DIEGO**

By: _____

Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Dept.

Date: 5/22/2026

**APPROVED AS TO FORM**

**Heather Ferbert, City Attorney**

By: _____

Print Name: Justin Stanley
Deputy City Attorney

Date: 5/29/26

## CERTIFICATIONS AND FORMS

The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

## 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.

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

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by 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.

## CONTRACTOR CERTIFICATION

---

## DRUG-FREE WORKPLACE

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 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

## CONTRACTOR CERTIFICATION

---

### AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act". of the project specifications, and that:

This company 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.

## CONTRACTOR CERTIFICATION

---

## CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

## CONTRACTOR CERTIFICATION

---

## EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

## CONTRACTOR CERTIFICATION

---

## EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

## CONTRACTOR CERTIFICATION

---

### IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

## CONTRACTOR CERTIFICATION

---

## PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

# AFFIDAVIT OF DISPOSAL

**(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)**

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

**San Vicente Dam Low Level Outlet Improvements**
(Project Title)

as particularly described in said contract and identified as Bid No. **K-26-2384-DBB-3**; SAP No. (WBS) **B-22002**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

_____

_____

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

_____

_____

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

Dated this _____ DAY OF _____, _____.

By:_____
Contractor

**ATTEST**:

State of _____ County of _____

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

Notary Public in and for said County and State

# ELECTRONICALLY SUBMITTED FORMS

**FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.**

**PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS**

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

A. **BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**

B. **CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

C. **MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**

D. **DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**

E. **DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

## BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith (Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That J.F. Brennan Company, Inc. as Principal, and Fidelity and Deposit Company of Maryland 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

San Vicente Dam Low Level Outlet Improvements; Bid No. K-26-2384-DBB-3

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 25th day of February, 20 26

J.F. Brennan Company, Inc. (SEAL)
(Principal)

By: _____
(Signature) DANIEL GENTGES, SECRETARY

Fidelity and Deposit Company of Maryland (SEAL)
(Surety)

By: _____
(Signature)
William M. Smith, Attorney-in-Fact
CA License No. 0F06710

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Alabama
County of St. Clair

On February 25, 2026 before me, Emily Marie Ash Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared William M. Smith
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature Emily Marie Ash
*Signature of Notary Public*

*Place Notary Seal and/or Stamp Above*

My Commission Expires: January 22, 2030

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☒ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian of Conservator | ☐ Trustee ☐ Guardian of Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: Fidelity and Deposit Company of Maryland | Signer is Representing: _____ |

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**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mark W. EDWARDS, II, Anna CHILDRESS, Jeffrey M. WILSON, Robert R. FREEL, Alisa B. FERRIS, William M. SMITH, Richard H. MITCHELL, Samuel F. AUDIA, III of Birmingham, Alabama,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of March, A.D. 2025.

**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Christopher Nolan*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 18th day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of February, 2026.

MJ Pethick

Mary Jean Pethick
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

## CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

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

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

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

Contractor Name: J.F. Brennan Company, Inc.

Certified By Mike Busfield Title Chief Operating Officer

Name

Michael Busfield Date 1/26/26

Signature

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

| Legal Name | | DBA | |
|---|---|---|---|
| J.F. Brennan Company, Inc | | | |
| **Street Address** | **City** | **State** | **Zip** |
| 819 Bainbridge St | La Crosse | WI | 54603 |
| **Contact Person, Title** | | **Phone** | **Fax** |
| Mike Binsfeld, COO | | 608-784-7173 | 608-784-8733 |

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:
- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the
- transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any
- philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

| Name | Title/Position |
|---|---|
| Tony Binsfeld | Chairman of the Board |
| **City and State of Residence** | **Employer (if different than Bidder/Proposer)** |
| La Crosse, WI | N/A |
| **Interest in the transaction** | |
| owner J.F. Brennan Company, Inc | |

| Name | Title/Position |
|---|---|
| Mike Binsfeld | COO / EVP |
| **City and State of Residence** | **Employer (if different than Bidder/Proposer)** |
| La Crosse, WI | N/A |
| **Interest in the transaction** | |
| owner J.F. Brennan Company, Inc. | |

*** Use Additional Pages if Necessary ***

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Mike Binsfeld - Chief Ops. Officer | [signature] | 1/26/26

Print Name, Title | Signature | Date

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.**

Additional Page

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

| Legal Name | | DBA | |
|---|---|---|---|
| J.F. BRENNAN COMPANY INC | | | |
| **Street Address** | **City** | **State** | **Zip** |
| 818 BAIN BLUFF ST. | LACROSSE | WI | 54603 |
| **Contact Person, Title** | | **Phone** | **Fax** |
| MIKE BINSFELD, CEO | | 608-784-7173 | 608-784-8733 |

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:
- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the
- transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any
- philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

| Name | Title/Position |
|---|---|
| Matt Binsfeld | President / CEO |
| **City and State of Residence** | **Employer (if different than Bidder/Proposer)** |
| La Crosse, WI | N/A |
| **Interest in the transaction** | |
| Owner J.F. Brennan Company, Inc. | |

| Name | Title/Position |
|---|---|
| Mark Binsfeld | VP Business Development |
| **City and State of Residence** | **Employer (if different than Bidder/Proposer)** |
| La Crosse, WI | N/A |
| **Interest in the transaction** | |
| Owner J.F. Brennan Company, Inc | |

*** Use Additional Pages if Necessary ***

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Print Name, Title _____ Signature _____ Date _____

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.**

Additional Page

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

| Legal Name | | DBA | |
|---|---|---|---|
| J.F. BRENNAN COMPANY INC. | | | |
| **Street Address** | **City** | **State** | **Zip** |
| 318 BAIN BRIDGE ST. | LACROSSE | WI | 54603 |
| **Contact Person, Title** | | **Phone** | **Fax** |
| MIKE BINSFELD, COO | | 608-784-7173 | 608-784-8733 |

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:
- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the
- transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any
- philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

| Name | Title/Position |
|---|---|
| Adam Binsfeld | President, BMI |
| **City and State of Residence** | **Employer (if different than Bidder/Proposer)** |
| La Crosse, WI | N/A |
| **Interest in the transaction** | |
| Owner J.F. Brennan Company, Inc. | |

| Name | Title/Position |
|---|---|
| Brittany Hengsen | Board Member |
| **City and State of Residence** | **Employer (if different than Bidder/Proposer)** |
| La Crosse, WI | |
| **Interest in the transaction** | |
| Owner J.F. Brennan Company, Inc | |

*** Use Additional Pages if Necessary ***

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Print Name, Title _____ Signature _____ Date _____

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.**

## DEBARMENT AND SUSPENSION CERTIFICATION

## PRIME CONTRACTOR

## FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

| EFFECT OF DEBARMENT OR SUSPENSION |
|---|
| To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders* and *contractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* contracting with the City. |

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 Names of the Principal Individual owner(s).

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

Anthony Bingfield
Brother of Matthew

Chairman Emeritus
Not Active in Business

| NAME | TITLE |
|---|---|
| Matthew Bingfield | CEO |
| Michael Bingfield | COO |
| Adam Bingfield | President, BMI |
| Mark Bingfield | VP Business Development |

**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.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

| |
|---|
| |

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: J.F. Brennan Company, Inc.

Certified By: Mike Bingfield Title: Chief Operating Officer

Name

Signature

Date: 1/26/26

**NOTE**: Providing false information may result in criminal prosecution or administrative sanctions.

## DEBARMENT AND SUSPENSION CERTIFICATION

**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

***TO BE COMPLETED BY BIDDER***

**FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

Names of the Principal individual owner(s)

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
| DAVID GRANT | VICE PRESIDENT |
| BRYAN GRANT | PRESIDENT |
| | |
| | |

☐ SUBCONTRACTOR ☐ SUPPLIER ☒ MANUFACTURER

| NAME | TITLE |
|---|---|
| LESLIE SMITH | PRESIDENT |
| ADAM TAYLOR | VICE PRESIDENT |
| | |
| | |

☐ SUBCONTRACTOR ☒ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
| RYAN TURNER | PRESIDENT |
| | |
| | |
| | |

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

| NAME | TITLE |
|---|---|
| MELISSA BUSBY | OWNER |
| | |
| | |
| | |

Contractor Name: J.F. Brennan Company, Inc.

Certified By _____ Title Chief Operating Officer

Name

_____ Date 1/26/24

Signature

***USE ADDITIONAL FORMS AS NECESSARY****

# City of San Diego

**CITY CONTACT:** Brittany Friedenreich, Senior Contract Specialist, Email: BFriedenreic@sandiego.gov
Phone No. (619) 533-3104

# ADDENDUM A

e - Bidding

# FOR

## SAN VICENTE DAM LOW LEVEL OUTLET IMPROVEMENTS

| | |
|---|---|
| BID NO.: | **K-26-2384-DBB-3** |
| SAP NO. (WBS/IO/CC): | **B-22002** |
| CLIENT DEPARTMENT: | **2000** |
| COUNCIL DISTRICT: | **N/A** |
| PROJECT TYPE: | **BK** |

**BID DUE DATE:**

**2:00 PM**
**MARCH 12, 2026**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**
http://www.sandiego.gov/cip/bidopps/

## A. CHANGES TO CONTRACT DOCUMENTS

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

Elif E. Cetin, Director
Engineering & Capital Projects Department

Dated: *January 29, 2026*
San Diego, California

EEC/AJ/ker

# City of San Diego

**CITY CONTACT:** Brittany Friedenreich, Senior Contract Specialist, Email: BFriedenreic@sandiego.gov
Phone No. (619) 533-3104

# ADDENDUM B

e - Bidding

# FOR

## SAN VICENTE DAM LOW LEVEL OUTLET IMPROVEMENTS

| | |
|---|---|
| BID NO.: | **K-26-2384-DBB-3** |
| SAP NO. (WBS/IO/CC): | **B-22002** |
| CLIENT DEPARTMENT: | **2000** |
| COUNCIL DISTRICT: | **N/A** |
| PROJECT TYPE: | **BK** |

**BID DUE DATE:**

**2:00 PM**
**MARCH 12, 2026**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

## A. CHANGES TO CONTRACT DOCUMENTS

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

## B. BIDDER's QUESTIONS

Q1. Section 05120 Structural Steel 1.05 Quality Assurance requires AISC certification for fabrication; Can steel subcontractors with Los Angeles City Certification be used in lieu of AISC Certifications? This certification meets or exceeds AISC quality safety standards.

A1. Los Angeles City Certification can be used in place of AISC provided all similar criteria are met.

Q2. We are planning to bid this project as a prime. We are going to use a SBE diving subcontractor but they aren't an ELBE or SLBE. I have reached out to several SLBE and ELBE contractors for this project and they either don't do dam/water work or are unresponsive. Would the use of an SBE count for the 15.8% mandatory participation?

A2. No, subcontractors must be SLBE/ELBE certified to meet the mandatory 15.8% SLBE/ELBE participation requirement. If this goal cannot be met, submission of a good faith effort (GFE) is required. Please refer to RFP section 7 Subcontracting Participation Percentages.

Q3. Is there a weight limit for what can be placed on top of the dam?

A3. Contractor to provide work plan to City for review and approval before operations. Work plan shall include proposed equipment for construction of SV LLO Dam modifications. Work plan shall include vehicles, cranes, safety plan, confined space entry requirements, and all other associated requirements for construction and expected to be used throughout project. Contractor shall utilize previous project experience and industry standard assumptions for estimating proposed crane size with an understanding that limiting the crane size/weight where possible to accommodate actual max weights to be lifted during construction and reduce impacts to Dam is recommended. Contractor to review existing drawings, owner's manual and all available

documentation for information purposes. Where required, contractor to hire professional engineer to assist with shoring, anchoring, calculations, and other tasks required for construction. Contractor is responsible for all safety, shoring, protection of existing structures, coordination with operations for access, and all means and methods to provide the finished product shown in the contract documents.

Q4. What is the anticipated reservoir level during the times the work will be completed? Reservoir elevation has direct bearing on the diving depth and equipment required to complete the work.

A4. As a Basis of Bid, Contractor shall assume an elevation of 730-feet (Fall elev. Avg's). A more specific elevation range will be provided after award and closer to construction start. City team will provide operational updates on the planned levels during the regular construction progress meetings.

Q5. Is there an anticipated duration between phase 1 and phase 2 funding? Is it assumed that the contractor will have to completely demobilize from the site after phase 1 then remobilize for phase 2?

A5. For the basis of bid, bidders shall assume a single mobilization with Phase 2 funding should additional Field Orders for unanticipated pipeline repair and rehabilitation be needed.

Q6. Do you know what the existing liner is and what the average mil thickness is?

A6. The liner product applied in shop was Lifelast Durashield 210-61 for the mass pipe; for field repairs and joint applications, Lifelast Durashield 310-61 (Joint and Repair System) was applied. The thickness ranged from 24 to 254 mils depending on the section of pipe. See Part C, item 1 of this addendum for the submittals of the application of these products.

Q7. Some materials that are specified in the project plans are not available domestically and only available via import (ie cable guide tube SS316 3”ODx3/8” wall and cable lateral bracing SS316 Sq. tube 6” x 6” x ½” wall). How should Bidders price out materials that are not readily available domestically?

A7. This is not a federally funded project; Contractor shall bid as is. Early material submittals review may be initiated upon submittal of the Notice of Intent to Award to the Contractor.

Q8. When was the last time the bulkhead was set and sealed? Did the procedure go smoothly and were there any seized, galled, or other wise damaged bolts or hardware?

A8. The bulkhead was tested and seated in 2013 near the end of dam raise construction. Contractor shall assume all bolts and hardware need to be replaced for each installation (ie. two complete sets); Contractor to review and verify if bolts and hardware can be salvaged.

Q9. Please provide the O&M manual referenced on Sheet C-1 Note 5.

A9. See Part C, item 1 of this Addendum. Files “Bulkhead Operations and Maintenance Manual” and “Trashrack Operations and Maintenance Manual have been added to the provided link.

Q10. Please provide details on the type and size of boom, and the connections to handle for access into the forebay.

A10. Means and methods is the responsibility of the Contractor.

Q11. What is the weight of trash rack pre/post fab?

A11. Shop drawings indicate the weight of the Trash Rack was 18,150 lbs, and the spreader beam on top required for lifting is approximately 4,810 lbs; So the total weight for trashrack is approximately 22,960 lbs. As manufactured, the Bulkhead’s weight was 26,715 lbs, plus the spreader beam for lifting.

Q12. Is there an existing report available of the LLO tunnel showing potential repair areas and defects?

A12. City does not have report of existing conditions available. The Contractor shall utilize the price bid sheet as a basis-of-bid for the anticipated repair amounts. Initial inspection will determine the amount of repairs required, as outlined in the plans, specs, and contract documents.

Q13. Who is actuating the LLO gate after the bulkhead is placed?

A13. PUD Dam Operations shall maintain responsibility of actuating the LLO gate. Double Isolation shall be coordinated with PUD Dams Operations before any work is performed.

Q14. How is the filling valve actuated for the LLO gate/bulkhead void to become equalized prior to pulling the gate?

A14. The filling valve is actuated in accordance with the details and requirements shown in the plans, specifications and O&M Manuals. The Contractor shall review the contract documents and coordinate the equalization procedure as part of their work plan prior to lifting the bulkhead. See Part C, item 1 of this Addendum. Files "Bulkhead Operations and Maintenance Manual" and "Trashrack Operations and Maintenance Manual" have been provided to the provided link.

Q15. Phased Funding – Compensation for Delays Between Phases. The Contract Agreement and Attachment B state that the City is only financially obligated for Phase I and that subsequent phases may proceed only upon issuance of a separate Notice to Proceed. Question: If issuance of a Notice to Proceed for a subsequent phase is delayed for reasons not attributable to the Contractor, will the City provide compensation for Contractor standby costs, extended general conditions, remobilization, and escalation in labor and material costs caused by such delay? If so, please identify the applicable compensation mechanism.

A15. Refer to the Solicitation and Whitebook section 7-3.10 (f). You are not obligated to incur costs for the performance of the Work for any funding phase after the first funding phase until written notification is received from the Engineer of an increase in the availability of funds. If notified, your obligation shall increase only to the extent the Contract performance is required for the additional funding phase for which funds are made available.

Q16. Liquidated Damages and City-Controlled or Concurrent Delays. Supplementary Special Provisions Section 6-9 establishes daily liquidated damages based on contract value. Question: Please confirm that liquidated damages will not be assessed for delays caused by City-controlled actions, including phased funding delays or delayed Notices to Proceed, and clarify how liquidated damages will be treated in the event of concurrent delay.

A16. Confirmed. Refer to the Solicitation and Whitebook section 6-1.5.2 and 6-9.

Q17. Insurance Limits and Completed Operations Duration. Supplementary Special Provisions Section 5-4 requires Commercial General Liability limits of $5,000,000 per occurrence and $10,000,000 aggregate, with completed operations coverage maintained for ten (10) years. Question: Will the City accept satisfaction of these limits through a combination of primary CGL insurance and follow-form excess/umbrella insurance, and will the City consider reducing the completed operations maintenance period to five (5) years or aligning it with the applicable statute of repose?

A17. Policy limits can be met by using Excess or Umbrella policies. The policy period will remain as stated in the solicitation.

Q18. Self-Performance Requirement. Supplementary Special Provisions Section 3-2 requires the Contractor to self-perform at least thirty percent (30%) of the Base Bid. Question: Given the specialized underwater, ROV, coating, and cathodic protection work required for this project, and the mandatory SLBE/ELBE participation requirements, will the City consider reducing or allowing flexibility in the self-performance requirement for specialty subcontracted work or reducing the mandatory SLBE/ELBE percentage?

A18. Self-Performance requirement shall remain at 30%. Self-performance requirements do not preclude firms from forming joint-venture (JV) partnerships, provided the JV structure complies with all other requirements. Subcontractors must be SLBE/ELBE certified to meet the mandatory 15.8% SLBE/ELBE participation requirement. If this goal cannot be met, submission of a good faith effort (GFE) is required. Please refer to RFP section 7 Subcontracting Participation Percentages.

Q19. PHASED FUNDING SCHEDULE AGREEMENT: Which phase do the following tasks belong: trash rack modification, cable support system, and cathodic protection anodes?

A19. It is proposed that the Trash Rack Modification be included in Phase I, while the Cable Support System and cathodic protection be included in Phase II. Per Attachment B, Phase Funding Provisions, following the issuance of the Notice of Intent to Award, phases may be further discussed and agreed upon. See Attachment B for requirements.

Q20. Sheet CP-1 notes 3 and 6 conflict. Note 3 states QTY TBD after final inspection; note 6 states to procure anodes prior to internal inspections. Please clarify intent.

A20. Due to potential long lead times, Contractor to procure six zinc anodes per notes 3 and 6.

Q21. Please provide specifications and details regarding the measurements and payment of 1) Mobilization and 2) Biological Monitoring and Reporting.

A21. Refer to price bid sheet payment references for the measurements and payments for these line items.

Q22. Sheet S-3 detail 2 shows a CP test station and not marked as ( E ). Is this new work or existing?

A22. This is an existing CP test station.

Q23. Please provide details on CP wires connections at the trash rack per sheet C-1.

A23. See Part C, item 1 of this Addendum. File “Spec 592 As-Builts” was added to the provided link. Details are included in, but not limited to, the following sheets: CP-5, CP-10, and CP-11 of the As-built Drawings.

Q24. Please confirm steel type for plate on Detail 7, sheet S-7. Sheet S-1 notes 4, states all structural steel not 316 to be HDG. No callout provided for plate, but HSS welded to plate is SS.

A24. Steel for the plate shall be stainless steel. Any connections to stainless steel shall also be stainless steel.

Q25. Being that there is a geomembrane on the upstream side of the dam, is it safe to assume that the contractor cannot set temporary padeyes to the upstream face of the dam above EL 635.0?

A25. Contractor shall not drill into the existing geomembrane. Contractor to field verify location of existing geomembrane before any construction operations.

## C. ATTACHMENTS

1. To Attachment E, APPENDICES, **APPENDIX H**, **LOW LEVEL OUTLET COATING INFORMATION**, pages 129 through 139, **DELETE** in its entirety.

## D. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, Section 3- CONTROL OF THE WORK, sub-section **3-9, TECHNICAL STUDIES AND SUBSURFACE DATA**, page 56, **DELETE** in its entirety and **SUBSTITUTE** with the following:

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

        a) Low Level Bulkhead/ Trash Rack General Arrangement. Pages 1-114

        b) Submittal 02653-04 (Return Transmittal with reviews 072809)

        c) Submittal 02653-04.1 (Return Transmittal with review 082409)

        d) Submittal 02653-04.2 (Return Transmittal with review 090309)

        e) Submittal 02653-04.3 (Return Transmittal with review 011910)

        f) Submittal 02653-05 (Return Transmittal with Review 091609)

        g) ADDENDUM B_Bulkhead Operations and Maintenance Manual

        h) ADDENDUM B_Trashrack Operations and Maintenance Manual

        i) ADDENDUM B_Spec 592 As Builts

j) ADDENDUM B_Submittal 09876-01 (Return Transmittal with review)

k) ADDENDUM B_Submittal 09876-01.1 (Return Transmittal with review 090209)

l) ADDENDUM B_Submittal 09876-02 (Return Transmittal with review 061510)

m) ADDENDUM B_Submittal 09876-03 (Return Transmittal with review 062810)

n) ADDENDUM B_Submittal 09876-04 (Return Transmittal with review 082610)

o) ADDENDUM B_Submittal 09876-05 (Return Transmittal with review 091310)

6. The reports listed above are available for review at the following link:

https://ecpfiles.sandiego.gov/CIP_Contracts/K-26-2384-DBB-3/K-26-2384-DBB-3 Addendum B/ADDENDUM B.zip

Elif E. Cetin, Director
Engineering & Capital Projects Department

Dated: *March 5, 2026*
San Diego, California

EEC/AJ/ker

# Bid Result

## Bidder Details

| | |
|---|---|
| **Vendor Name** | J.F. Brennan Company, Inc. |
| **Address** | 4411 Dupont Court #130<br>Ventura, California 93003<br>United States |
| **Respondee** | Mike Binsfeld |
| **Respondee Title** | COO |
| **Phone** | 608-784-7173 |
| **Email** | mikebinsfeld@jfbrennan.com |
| **Vendor Type** | CADIR |
| **License #** | 1090233 |
| **CADIR** | PW-LR-1000885455 |

## Bid Detail

| | |
|---|---|
| **Bid Format** | Electronic |
| **Submitted** | 03/12/2026 9:25 AM (PDT) |
| **Delivery Method** | |
| **Bid Responsive** | |
| **Bid Status** | Submitted |
| **Confirmation #** | 466196 |

## Respondee Comment

## Buyer Comment

## Attachments

| File Title | File Name | File Type |
|---|---|---|
| Contractors Certification of Pending Actions - J.F. Brennan.pdf | Contractors Certification of Pending Actions - J.F. Brennan.pdf | CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS |
| Mandatory Disclosure of Buisness Interests Form - J.F. Brennan.pdf | Mandatory Disclosure of Buisness Interests Form - J.F. Brennan.pdf | MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM |
| Debarment and Suspension Certification - J.F. Brennan.pdf | Debarment and Suspension Certification - J.F. Brennan.pdf | DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR |
| Sub Supplier Manf Debarment and Suspension Certifications - J.F. Brennan.pdf | Sub Supplier Manf Debarment and Suspension Certifications - J.F. Brennan.pdf | DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS |
| Bid Bond - J.F. Brennan.pdf | Bid Bond - J.F. Brennan.pdf | Bid Bond |

## Subcontractors

*Showing 1 Subcontractor*

| Name & Address | Desc | License Num | CADIR | Amount | Type |
|---|---|---|---|---|---|
| **DLG Contractors Inc.**<br>10911 Wheatlands Ave. Suite J<br>Santee, California 92071 | Painting, Cathodic Protection, LLO Transition Repairs | 988588 | 1000003891 | $975,000.00 | SDB, ELBE, MALE, LAT, CADIR, Local |

# Line Items

## Discount Terms No Discount

| Item # | Item Code | Type | Item Description | UOM | QTY | Unit Price | Line Total | Response | Comment |
|---|---|---|---|---|---|---|---|---|---|
| **Main Bid** | | | | | | | **$2,986,000.00** | | |
| 1 | 524126 | | Bonds (Payment and Performance) | LS | 1 | $35,000.00 | $35,000.00 | Yes | |
| 2 | 237990 | | Mobilization | LS | 1 | $660,000.00 | $660,000.00 | Yes | |
| 3 | 541330 | | Biological Monitoring and Reporting | LS | 1 | $12,000.00 | $12,000.00 | Yes | |
| 4 | 237990 | | Remove, Modify and Reinstall Trash Rack | LS | 1 | $468,000.00 | $468,000.00 | Yes | |
| 5 | 237990 | | Cable Support at Deck | LS | 1 | $80,300.00 | $80,300.00 | Yes | |
| 6 | 237990 | | Install ROV Access Door, Frame, and Cable - Underwater Work | LS | 1 | $338,000.00 | $338,000.00 | Yes | |
| 7 | 237990 | | Install Temporary Bulkhead for Double Isolation - Underwater Work (Install and Remove) | LS | 1 | $109,000.00 | $109,000.00 | Yes | |
| 8 | 237990 | | Install Steel Transition Pieces Around the LLO Transition Flange | LS | 1 | $275,000.00 | $275,000.00 | Yes | |
| 9 | 237110 | | LLO Coating Repair | SF | 180 | $1,870.00 | $336,600.00 | Yes | |
| 10 | 238190 | | LLO Cathodic Protection Repair | EA | 6 | $22,390.00 | $134,340.00 | Yes | |
| 11 | | | Field Orders (EOC Type II) | AL | 1 | $537,760.00 | $537,760.00 | Yes | |

# Line Item Subtotals

| Section Title | Line Total |
|---|---|
| **Main Bid** | **$2,986,000.00** |
| **Grand Total** | **$2,986,000.00** |