City of San Diego

CONTRACTOR'S NAME: Hazard Construction Company

ADDRESS: 6465 Marindustry Drive, San Diego CA 92121

TELEPHONE NO.: <u>858-200-3660</u> FAX NO.: <u>858-453-6034 (fax)</u>

CITY CONTACT: Angelica Gil, Contract Specialist, Email: AngelicaG@sandiego.gov

Phone No. (619) 533-3622, Fax No. (619) 533-3633

J. Khilla / H.McLintock / cc

BIDDING DOCUMENTS





FOR

VOLTAIRE STREET BRIDGE OVER NIMITZ BLVD BRIDGE REHABILITATION

BID NO.:	K-18-1547-DBB-3
SAP NO. (WBS/IO/CC):	B-00870
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	2
PROJECT TYPE:	IB

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

➢ PREVAILING WAGE RATES: STATE ∑ FEDERAL □

> APPRENTICESHIP

BID DUE DATE:

2:00 PM SEPTEMBER 5, 2017 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

1) Registered Engineer

.

07/31/2017

Seal:



2) For City Engineer

Date

7/20/201 Seal

Date



Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation Bid No. K-18-1547-DBB-3

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NOTICE INVITING BIDS

- 1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation.** For additional information refer to Attachment A.
- 2. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <u>http://www.sandiego.gov</u>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,440,000**.
- 4. BID DUE DATE AND TIME ARE: SEPTEMBER 5, 2017 at 2:00 PM
- 5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- 6. LICENSE REQUIREMENT: The City has determined that the following licensing classification is required for this contract:
 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	6.9%
2.	ELBE participation	8.2%
3.	Total mandatory participation	15.1%

- **7.2.** The Bid may be declared non-responsive if the Bidder fails the meet the following requirements:
 - **7.2.1.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - **7.2.2.** Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.

8. PRE-BID MEETING:

8.1. Prospective Bidders are encouraged to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the prequalification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid meeting is scheduled as follows:

Date:AUGUST 16, 2017Time10:00 AMLocation:1010 Second Avenue, Suite 1400, San Diego, CA 92101

Attendance at the Pre-Submittal Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

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 a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of 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 the City Attorney's Office.
- **9.4.** The low Bid will be determined by the Base Bid alone.
- **9.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone; or for the Base bid plus one or more alternates.

10. SUBMISSION OF QUESTIONS:

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

Public Works Contracts 1010 Second Avenue, 14th Floor San Diego, California, 92101 Attention: Angelica Gil

OR:

AngelicaG@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.

INSTRUCTIONS TO BIDDERS

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

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

- **1.2.** The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or <u>dstucky@sandiego.gov</u>.
- **1.3.** 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 <u>PlanetBids</u>[™].
- 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/index.shtml 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 which 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.** <u>Important Note</u>: 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 Public Works 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 (90 days for federally funded contracts and contracts valued at \$500,000 or less) 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.shtml.

- **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 10 Working Days after receiving the Contract forms. See 7-6, "The Contractors Representative" in The GREENBOOK and 7-6.1 in The WHITEBOOK.
- 7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.

8. SUBCONTRACTING PARTICIPATION PERCENTAGES: Subcontracting participation percentages apply to this contract. Refer to Attachment E.

9. INSURANCE REQUIREMENTS:

- **9.1.** 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.
- **9.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- **10. 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") <u>http://www.greenbookspecs.org/</u>		PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook		PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw		PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards <u>https://www.sandiego.gov/publicworks/edocref/drawings</u>		PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html		PWPI092816-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html		PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - <u>http://www.dot.ca.gov/trafficops/camutcd/</u>		PWPIO92816-07
NOTE: *Available online under Engineering D <u>http://www.sandiego.gov/publicworks/edocref/</u>	ocuments index.shtml	and References at:

11. 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 <u>form of an addendum</u>. 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.

- **12. 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.
- **13. 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.

14. SUBCONTRACTOR INFORMATION:

- 14.1. 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 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 - General; Paragraph 2-3, "Subcontracts", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.
- **14.2. 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)** 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.

- **14.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- **15. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

16. AWARD:

- **16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **16.2.** 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.
- **16.3.** 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.
- **17. SUBCONTRACT LIMITATIONS**: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" 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.
- **18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- **19. ONLY ONE BID PER CONTRACTOR SHALL BE ACCCEPTED:** 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.

20. 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.

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

- **21.1.** 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.
- **21.2.** 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.
- **21.3.** 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.
- **21.4.** 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. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- **21.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **22.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **22.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- **22.3.** 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.

- **22.4.** 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.
- **22.5.** 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.
- **22.6.** 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.
- **22.7.** 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.
- **22.8.** 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.

23. BID RESULTS:

- **23.1.** 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.
- **23.2.** 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.

24. THE CONTRACT:

- **24.1.** 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.
- **24.2.** 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.

- **24.3.** 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.
- **24.4.** 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.
- **24.5.** The award of the Contract is contingent upon the satisfactory completion of the abovementioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form 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.
- **25. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- **26. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **26.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **26.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

- **26.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- **26.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- **26.5.** 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.
- **26.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- **26.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

27. PRE-AWARD ACTIVITIES:

- **27.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive.**
- **27.2.** 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.

Bond No. SNN4007248

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND;

 Hazard Construction Company
 a corporation, as principal, and

 Nationwide Mutual Insurance Company
 a corporation authorized to do

 business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,

 jointly and severally, to The City of San Diego a municipal corporation in the sum of

 One Million Three Hundred Sixty Seven Thousand Nine Hundred Forty Nine Dollars and Zero

 Cents for the faithful performance of the annexed contract, and in the sum of One Million Three

 Hundred Sixty Seven Thousand Nine Hundred Forty Nine Dollars and Zero Cents

 for the faithful performance of the annexed contract, and in the sum of One Million Three

 Hundred Sixty Seven Thousand Nine Hundred Forty Nine Dollars and Zero Cents

 for the benefit

 of laborers and materialmen designated below.

<u>Conditions:</u>

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.

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

Dated September 25, 2017

Approved as to Form

Approved §

	uction Company	
	Principal	
B <u>y (</u>	\rightarrow	<u> </u>

JACON A. MORDHORST, PRESIDENT

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney City Attorney

Nationwide Mutual Insurance Company

Suret Bv Fara⁄Bacon

Attorney-In-fact

7777 Alvarado Rd, Suite 201

Local Address of Surety

La Mesa, CA 91942

Local Address (City, State) of Surety

(619) 668-6542

Local Telephone No. of Surety

Premium \$12,312.00

Bond Nox SNN4007248

Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation Performance and Payment Bonds (Rev. Apr. 2017)

rn

Principal Contract Specialist Public Works Department

Stephen Samara

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 San Diego County of

> Danyna Estee Alvarado, Notary Public before me.

> > (insert name and title of the officer)

Tara Bacon personally appeared

On September 25, 2017

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.

(Seal) Signature

DANYNA ESTEE ALVARADO Notary Public - California San Diego County Commission # 2183326 My Comm. Expires Feb 13, 2021

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT;

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint:

Minna Huovila, Tara Bacon, Kyle King, Dale Gene Harshaw

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke. with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company.'

"RESOLVED FURTHER, that such attornevs-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

Insu 1181 Obio

Antonio C/Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS Notary Public, State of New York No. 02BA4656400 Qualified in New York County Commission Expires April 30, 2019

Bonne B

Notary Public My Commission Expires April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 25thday of September , 2017 .

 $U \Lambda \mathfrak{L}$

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 <u>California</u>

County of <u>San Diego</u>

On <u>September 26, 2017</u> before me,	Apryle M. Briede, Notary Public
Date	NAME, TITLE OF OFFICER - E.G. AJANE DOE, NOTARY PUBLIC
personally appeared	Jason A. Mordhorst
	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.

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APRYLE M. BRIEDE Notary Public - California San Diego County Commission # 2074851 My Comm. Expires Jul 17, 2018

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

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SCOPE OF WORK

- 1. **SCOPE OF WORK:** The project will remove and replace existing barrier rails and sidewalks, remove the entire existing raised median, repair the concrete bridge deck, reduce the number of through-lanes from four to two and provide left-turn lanes and bike lanes in both directions, restripe, modify existing traffic signals, remove and replace street lights, install ADA (Americans With Disabilities Act) accessible curb ramps, and modify existing storm drain inlets on and immediately adjacent to the bridge.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids and Plans numbered **38648-1-D** through **38648-18-D** and **38648-TC1-D** through **38648-TC11-D**, inclusive.
- ESTIMATED CONSTRUCTION COST: The City's estimated construction cost for this project is \$1,440,000.
- **3. LOCATION OF WORK:** The location of the Work is as follows:

The location of this project is on Voltaire Street Between Wabaska Drive and Sea Colony Court and on Wabaska Drive between Voltaire Street and Udall Street.

4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **195 Working Days**.

ATTACHMENT B

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Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation Attachment B – Intentionally Left Blank

ATTACHMENT C

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ATTACHMENT D

PREVAILING WAGES

- 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 <u>http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</u>. 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.
 - **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.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall 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 design professionals 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 Equal Opportunity Contracting Department at 619-236-6000.
- **1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works

project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 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 DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

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.

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation Attachment E - Supplementary Special Provisions (Rev. Jul. 2017)

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1. The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), addressed as the "WHITEBOOK" herein, including the following:
 - a) General Provisions (A) for all Contracts.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

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

SECTION 2 - SCOPE AND CONTROL OF WORK

- **2-3.2 Self Performance.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall perform, with your own organization, Contract Work amounting to at least 30% of the base Bid **AND** 30% of any alternates.
- **2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 – CHANGES IN WORK

- **3-5.1 Claims.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- ADD:
- 3-5.1 Claims.
 - 1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.

- 2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
- 3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
- 4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
- 5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

- 1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
- 2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

- 1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
 - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.7 City's Final Determination.

- 1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
- If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
- 3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.8 Mandatory Assistance.

- 1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a) Providing professional consultations.
 - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.8.1 Compensation for Mandatory Assistance.

- 1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
- 2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
- 3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
- 4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

- **3-5.2.3 Selection of Mediator.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
 - 2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
 - 3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
 - 4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
 - 5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.
- **3-5.3 Forum of Litigation.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

SECTION 4 - CONTROL OF MATERIALS

- **4-1.3.2 Inspection by the Agency.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The City will provide inspection and testing laboratory services within the continental United States within a 200-mile radius of the geographical limits of the City.
- **4-1.3.3 Inspection of Items Not Locally Produced**. To the "WHITEBOOK", DELETE in its entirety.

ADD:

- **4-1.3.3 Inspection of Items Not Locally Produced.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
 - 2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.
 - 3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
 - b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.
 - c) Federal Per Diem Rates can be determined at the location below:

https://www.gsa.gov/portal/content/104877

- **4-1.3.5 Special Inspection**. To the "WHITEBOOK", ADD the following:
 - 5. The payment for special inspection Work specified under this section shall be paid in accordance with 4-1.3.4.1, "Payment".
- **4-1.3.6 Preapproved Materials.** To the "WHITEBOOK", ADD the following:
 - 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.
4-1.6 Trade Names or Equals. To the "WHITEBOOK", ADD the following:

11. You shall submit your list of proposed substitutions for an "equal" item **no less than 15 Working Days prior to the Bid due date** and on the City's Product Submittal Form available at:

http://www.sandiego.gov/publicworks/edocref/index.shtml

SECTION 5 – UTILITIES

5-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

g) Refer to Appendix "H" for more information on the protection of AMI devices.

5-6 COOPERATION. To the "GREENBOOK", ADD the following:

1. Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

- **6-1.1 Construction Schedule.** To the "WHITEBOOK", Item 22, subsection b, DELETE in its entirety and SUBSTITUTE with the following:
 - b) A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the_Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in the Contract Documents and use the format shown. Your invoice amounts shall be supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly.
- **6-2.1 Moratoriums.** To the "WHITEBOOK", ADD the following:
 - 3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:
 - a) Sea Colony Court North of Voltaire Street] from February 25, 2016 to February 25, 2019 (inclusive).
 - b) Voltaire Street East of Sea Colony Court from February 9, 2017 to February 9, 2022 (inclusive).

ADD:

6-3.2.1.1 Environmental Document.

- The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption (NOE) for Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation Project, Project No. B-00870, as referenced in the Contract Appendix. You shall comply with all requirements of the NOE as set forth in Appendix A.
- 2. Compliance with the City's environmental document shall be included in the Contract Price.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-3 INSURANCE.

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

7-3.1 Policies and Procedures.

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

renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

- 1. Commercial General Liability Insurance 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:

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

7-3.2.2 Commercial Automobile Liability Insurance.

- 1. You 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.
- **7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein 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, and that have been approved by the City.

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

- 1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- 2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- 3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your Work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.
- 4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.
- **7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy 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.

7-3.5.1.3 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. The Designated Construction Project General Aggregate Limit to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

- **7-3.5.2.1** Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- **7-3.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and selfinsured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- **7-3.8** Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- **7-3.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.
- **7-4 NOT USED.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.

1. In accordance with the provisions of \$3700 of the California Labor Code, 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 the requirements of this section.

2. Limits for this insurance shall be not less than the following:

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

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.
- **7-4.1. 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.
- **7-8.6** Water Pollution Control. To the "WHITEBOOK", ADD the following:
 - 6. Based on a preliminary assessment by the City, this Contract is subject to WPCP.
- **7-20 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", ADD the following:
 - 2. Virtual Project Manager shall be used on this Contract.
- **7-21.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.1 Core Concrete Abutment. To the "GREENBOOK", ADD the following:

Core Concrete Abutment shall be constructed in accordance with the CALTRAN Specification 60-4.04 Coring Concrete. The payment shall be Lump Sum for "Core Concrete Abutment". The payment shall include, but not limited to all required hardware, setup, and disposal of core concrete.

Demolish Existing Barrier. To the "GREENBOOK", ADD the following:

Demolition of Existing Barrier shall be done in accordance with the CALTRAN Specification 60-2 Structural Removal. The payment shall be in Linear Feet for "Demolish Existing Barrier". The payment shall include, but is not limited to all required protective covers, hardware, work, setup, and disposal of demolished material.

ADD:

- **9-3.7 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.

SECTION 203 – BITUMINOUS MATERIALS

203-3.4.4 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the "WHITEBOOK", ADD the following:

1. RPMS shall be used on this Contract.

SECTION 217 – BEDDING AND BACKFILL MATERIALS

217-2.2 Stones, Boulders, and Broken Concrete. To the "GREENBOOK", Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 217-2.2

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12" (300 mm) below pavement	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone	subgrade or ground surface	Sand	Sand equivalent of not less than 30.

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Backfill of Tunnels beneath Concrete Flatwork			
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	
Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201- 1 may also be used.

SECTION 300 – EARTHWORK

300-1.1 General. To the "WHITEBOOK", ADD the following:

Clearing and grubbing shall also include the removal and disposal of all miscellaneous materials: Buried pavements and other materials, old subsurface pavements and other materials encountered under existing pavements, which are within designated excavation areas on the plans.

The work includes demolition and removal (unclassified demolition) of all materials and facilities indicated or specified. Do not begin demolition until authorization is received from the Engineer. Remove rubbish and debris daily, unless otherwise directed. Store materials that cannot be removed daily in areas approved by the Engineer.

Existing Condition. All existing streets have a varying thickness of asphalt concrete (AC) pavement and/or portland cement concrete (PCC) pavement over an unknown thickness of base material. It is assumed that the existing street section is 6" AC pavement or PCC pavement over base material.

In addition to the above items, clearing and grubbing shall include, but not be limited to the following items as shown on the plans or specified in these Special Provisions.

- 1. Providing continuous pedestrian and vehicular access along the roadway within the project area, and as directed by the Engineer.
- 2. Saw cutting of concrete and asphalt concrete at joints and right-of-way limits and other areas as shown on the plans.
- 3. Protection of existing and relocated utility structures prior to and during construction of proposed improvements.

Clearing and grubbing shall also include saw cutting, demolition, removal, and disposal of all existing improvements (up to 12") including, but not limited to, soil, pavement (Asphalt Concrete, PCC, Base, Cement Treated Base, Unclassified Material, Structure Deck for Curb Ramp Type C1), berm, curb and gutter, guardrails, fencing, abandoned and salvaged utilities and utility structures (pull boxes, etc.), signs and sign posts, and all other existing improvements that are shown on the plans for removal, directed by the Resident Engineer to be removed, or otherwise required to perform the work.

300-1.3.2 Requirements. To the "WHITEBOOK", item 1 "Bituminous Pavement", ADD the following:

These bituminous pavement removals shall include removal of the asphalt surface material and underlying base or compacted native soil as shown on the plans to allow construction of the proposed improvements. To item 2 "Concrete Pavement", ADD the following:

When concrete pavement is saw cut, the pavement shall be cut to a true line so that a straight edge is left at the completion of the work. Cutting shall be either a diamond saw cut or by a method that produces a similar result. The blade shall be of such size and configuration that the desired dimensions of the saw cut can be made with one pass. Either dry or wet cutting will be allowed. Saw cutting to include planter boxes.

Saw cut surfaces shall be thoroughly cleaned to remove any dirt, dust or deleterious matter adhering to the saw cut faces. Saw cut surfaces shall be dried prior to placing new material in contract with the saw cut face

Residue resulting from saw cutting operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface by vacuuming or other approved method before any residue flows off of the pavement surface. Residue from saw cutting operations shall be disposed of outside of the right of way in conformance with the specifications and local regulations.

ADD the following:

6. Excavation.

Clearing and grubbing of concrete and asphalt pavements, sidewalk, curb ramps, curb and gutter, driveway, wall, bushes, trees shall include removal and disposal of such additional materials below the surface as necessary to allow construction of the new pavements, sidewalks, curb ramps, curb and gutter and cross gutters as called for on the plans.

- **300-1.4 Payment.** To the "WHITEBOOK", paragraph 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. Payment for existing pavement removal and disposal of up to 12" thick, within the pavement replacement areas, shall be included in the lump sum price for "Clearing and Grubbing".

ADD the following:

8. The lump sum price for "Clearing and Grubbing" shall include full compensation for the saw cutting, removal, protection, and disposal of any and all PCC pavement, AC pavement, base material, soil, driveway, sidewalk, curb ramp, curb & gutter, cross gutter, raised median, landscaping, irrigation, and any other materials and objects that are in conflict with the installation of the work as shown on the Plans.

The lump sum price for Clearing and Grubbing shall include full compensation for salvage pull box.

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

- **301-1.7 Payment.** To the "WHITEBOOK", ADD the following:
 - 7. The payment for adjusting existing pull box frames and covers to grade shall be included in the Bid item for "Adjust Pull Box".

SECTION 302 – ROADWAY SURFACING

302-1.6 Cold Milling of Composite Pavements. To the "GREENBOOK", first paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Composite pavements are pavements that consist of more than one material overlaid with another (e.g. Portland cement concrete overlaid with asphalt concrete).

302-1.11 Measurement. To the "GREENBOOK", first paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Cold milling will be measured by the linear foot (m) along the edge of the transverse joint lines, adjacent curb, gutter, or cross gutter, or by the square foot (m²) as shown in the Bid.

302-5.9 Measurement and Payment. To the "WHITEBOOK", item 2, DELETE in its entirety.

302-7.4 Payment. To the "WHITEBOOK", item 1, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Payment shall not be made for additional fabric for overlapped areas.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-1.11 Payment. To the "GREENBOOK", ADD the following:

The Contract unit price paid for "Modify Curb Inlet" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing the work involved in constructing and/or modifying the curb inlet, including earthwork and removal of portions of existing curb inlet as shown on the plans, as specified in the Standard Specifications and theses special provisions, and as directed by the Engineer.

303-5.5.3 Walk. To the "WHITEBOOK", ADD the following:

Reset Pedestrian Barricade will be done according to section 304-2 of the Standard Specifications.

Install Pedestrian Barricade will be done according to section 304-2 of the Standard Specifications.

303-5.9 Measurement and Payment. To the "WHITEBOOK", ADD the following:

Full compensation for Reset Pedestrian Barricade Post shall be considered as included in the Contract unit price per square foot for "Concrete Sidewalk".

The Contract unit price paid for Pedestrian Barricade shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing the work involved in constructing the pedestrian barricade, as shown on the plans, as specified in the Standard Specifications and theses special provisions, and as directed by the Engineer.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-1.4 Steel Structures. To the "WHITEBOOK", ADD the following:

The work includes anchoring of new structural steel members to the bridge deck and girders. When drilling to install anchors into the existing concrete structure, ensure that existing steel reinforcement is not damaged or cut. If location of existing reinforcement interferes with installation of new structural members, notify structural engineer.

All new structural steel shall be hot dip galvanized.

304-1.12.4 Payments. To the "GREENBOOK", ADD the following:

Deck Drainage System shall be constructed in accordance with City Standards and the CALTRAN Specification 75-3 Miscellaneous Bridge Metal; Deck Drain Supporting Steel shall be in accordance with the Caltrans Specifications 55 Steel Structures. The payment shall be in lump sum for "Deck Drainage System" and shall provide all components and work to provide a functioning drainage system. This shall include, but not limited to, the following

- 1. Cutting, demolition and removal of concrete for installation of new deck drains.
- 2. Boring through existing concrete structure and abutments for installation of new pipe.
- 3. Installation of new deck drains.
- 4. Procurement and installation of welded steel pipe connecting adjacent deck drains.
- 5. Procurement and installation of welded steel pipe connecting deck drains, through abutment, and into existing storm drain system.
- 6. Excavation and concrete coring necessary for installation of welded steel pipe connection to storm drain system.
- 7. Replacement of curb, gutter, and sidewalk removed to allow installation of welded steel pipe connection to storm drain system.
- 8. Procurement and installation of new structural support framing for bridge deck.
- 9. Procurement and installation of new welded steel pipe support framing.
- 10. Procurement and installation of new through bolts.
- 11. Procurement and installation of new post installed anchors.
- 12. Excavation and fill.
- **304-5 PAYMENT.** To the "WHITEBOOK", REVISE section "**304-5**" to "**304-6**".

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

- **306-15.1 General.** To the "GREENBOOK". ADD the following:
 - n) The payment for the installation of proposed steel drainage piping, in accordance with the plans, shall be included in the Bid items for "8" PS6 x

0.135" Steel Pipe" and "8" SDR-35 PVC Pipe". Payment of these Bid items shall include all necessary work and appurtenance required for the proper functionality of the storm drain system.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

- **314-4.4.6 Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. No separate payment shall be made for establishing alignment for stripes and layout Work.
 - 2. The payment for the installation of proposed thermoplastic striping and thermoplastic pavement markings, in accordance to the Plans, shall be included in the Bid items for "Thermoplastic Traffic Striping" and "Thermoplastic Pavement Markers".
 - 3. The payment for the replacement of thermoplastic striping and thermoplastic pavement markings shall be included in the Lump Sum Bid item for "Thermoplastic Traffic Striping" and "Thermoplastic Pavement Markings".
 - 4. The payment for the thermoplastic traffic striping of continental crosswalks shall be included in the Bid item for "Continental Crosswalks".
 - 5. The payment for the replacement of existing traffic striping, pavement markings, and pavement markers shall be included in the Bid item for "Traffic Striping" and shall also include the payment for new installations of traffic striping, pavement markings, and pavement markers

SECTION 700 - MATERIALS

- **700-9.1 Pedestrian Barricade.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Pedestrian barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDE-103, "Pedestrian Barricade".
 - 2. Curb ramp barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDG-140, "Curb Ramp Barricade".
 - 3. Assembly shall be commercial quality galvanized material.

SECTION 701 – CONSTRUCTION

- **701-2 PAYMENT.** To the "WHITEBOOK", paragraph 12, ADD the following:
 - e) "Remove and Salvage Traffic Signs"

ADD the following:

- 19. The payment for Pedestrian Barricades shall be included in the Bid item for each "Pedestrian Barricade".
- 20. The payment for Curb Ramp Barricades shall be included in the Bid item for each "Curb Ramp Barricade".
- 21. The payment for pedestrian push button shall include all components and work to provide a functioning system and is to include, but is not limited to, the foundation, base, pole, mounting hardware, push button, and electrical wiring to traffic system. It shall be included in Bid item for "Pedestrian Push Button".

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

4.1 Nondiscrimination in Contracting Ordinance. To the "WHITEBOOK", subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

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.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

.

NOTICE OF EXEMPTION

(Check one or both)

TO: <u>X</u> Recorder/County Clerk P.O. Box 1750, MS A-33 1600 Pacific Hwy, Room 260 San Diego, CA 92101-2422 FROM: CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101

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

PROJECT NO.: (CIP # B-00870/LEGACY JO# 525233) PROJECT TITLE: VOLTAIRE STREET BRIDGE REHABILITATION

PROJECT LOCATION-SPECIFIC: The bridge is located 0.9 mile south of the western terminus of Interstate 8 and one-third mile north- northwest of the intersection of Voltaire Street and Chatsworth Boulevard as Voltaire Street crosses over Nimitz Boulevard; specifically between Sea Colony Ct. and Wabaska Drive in the Peninsula Community Planning Area. Work activities are not located within or adjacent to the MHPA.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: CITY COUNCIL APPROVAL to rehabilitate the Voltaire Street bridge between Sea Colony Ct and Wabaska Dr. Work consists of removal and replacement of barrier rail, removal of existing center median, reduce number of through-lanes to two, provide left turn lane in both directions, modify existing storm drain inlet, modify existing traffic signal, restriping, install street lights, address ADA requirements, repair sidewalk, repair approach-ways to provide a smooth transition, patch and repair spalls, and seal concrete deck.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: David Li, Project Engineer, Engineering and Capital Projects Department/Right of Way Design, 600 B Street, MS 908A, San Diego, CA 92101, 619-533-5164.

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
- () DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- () EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
- (X) CATEGORICAL EXEMPTION: 15301(B/c/d/f) EXISTING FACILITIES
- () STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: No impacts to archeological or biological resources would result as all work is w/in the previously disturbed bridge footprint. The activity will not result in any significant impacts and therefore, an exemption from CEQA can be issued.

LEAD AGENCY CONTACT PERSON: Myra Herrmann, Senior Planner

TELEPHONE: (619) 446-5372

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

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

earon He MQ SIGNATURE/TITLE

DECEMBER 31, 2009 DATE

CHECK ONE: (X) SIGNED BY LEAD AGENCY () SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

Revised December 31, 2009mjh

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. <u>PURPOSE</u>

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

2. <u>AUTHORITY</u>

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

Reference

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

3. **<u>DEFINITIONS</u>**

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

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

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

4. **<u>POLICY</u>**

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

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

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

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4OF 10	EFFECTIVE DATE October 15, 2002
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- 11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any reinstallation.
- 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
- 13. The outlet shall have a 2 $\frac{1}{2}$ "National Standards Tested (NST) fire hydrant male coupling.
- 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 **Relocation of Existing Fire Hydrant Meters**

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

4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

5. <u>EXCEPTIONS</u>

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

6. <u>MOBILE METER</u>

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

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

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

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

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

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7. <u>FEE AND DEPOSIT SCHEDULES</u>

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division:	Customer Support Division

Subject Index:Construction MetersFire HydrantFire HydrantFire Hydrant Meter ProgramMeters, Floating or Vehicle MountedMobile MeterProgram, Fire Hydrant Meter

Distribution: DI Manual Holders

	Application	for Fire (EX	HIBIT A)					
Die of San Olego PUBLIC UNILITIES Water & Wastewater	Hydrant Met	ter		(For Office Us	e Only)			
Water & Wastewater	riyurdine wies		NS REQ		FAC#			
			DATE		вү	an a		
Meter Informatio		9 (619) 527-7449	Application Date	Re	quested Install	Datei		
Fire Hydrant Location: (Attach D	Detailed Map//Thomas Bros	. Map Location or Const	ruction drawing.) Zip:	<u>T.</u>	3.	G.B. (CITY USE)		
Specific Use of Water:		an ar in ferrar an				<u> </u>		
Any Return to Sewer or Storm D	Drain, If so , explain:	anannaas miininka kasada ku eesa ahaa ahaa ahaa ahaa ahaa ahaa ahaa	an a	·				
Estimated Duration of Meter Us	ie:			Che	sck Box if Reclat	med Water		
Company Information			, ,					
Company Name:			· · · · · · · · · · · · · · · · · · ·					
Mailing Address:	**************************************	en - men er mann förstadt 5 met Hann til an stan som som som ståd för att som som som som som som som som som s						
City:	Stat	te: Z	ip:	Phone:	()			
*Business license#		*Cont	ractor license#					
A Copy of the Contracto	r's license OR Busines	ss License is requi	red at the time (of meter is:	suance.			
Name and Title of Bil (PERSON IN ACCOUNTS PAYABLE)	ling Agent:			Phone:	()	-		
Site Contact Name a	nd Title:		;	Phone: ()				
Responsible Party Na	ime:			Title:		· · · · · · · · · · · · · · · · · · ·		
Cal ID#		``````````````````````````````````````		Phone:	()			
Signature:	•	Da	ate:			'47		
Guarantees Payment of all Charges	Resulting from the use of this IV	leter. <u>Insures that employ</u>	ees of this Organization	understand the	proper use of Fire	Hydrant Meter		
		\$ 2. *						
Fire Hydrant Mete	r Removal Requ	uest	Requested R	emoval Date	2.	3		
Provide Current Meter Location	If Different from Above:	νη τημηγική του 2000 το Του τημητικό ματιβούται του		n 		*********		
Signature:		-	Title:		Date:	**************************************		
Phone: ()	an a	Pager:	()	,				
<u> </u>			· · · · · · · · · · · · · · · · · · ·					
City Meter	Private Meter			.,				
Contract Acct #;		Deposit Amount	\$ 936.00	Fees Amour	nt: \$ 62.0	0		
Meter Serial #		Meter Size:)5	Meter Mak	e and Style:	6-7		
		1		Backflow		•		
Backflow #		Backflow Size:	•	Make and S	tyle:			

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. Ероху

APPENDIX D

SAMPLE CITY INVOICE

City of San Diego, CM&FS Div., 9753 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:

00110	accor	۰.	uuu	000.	

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

Invoice No.

Invoice Date:

Billing Period: (To)

Item #	Item Description			Authoriza	ation			us To	tals To Date		his Est			ls to I	
	· · · · · · · · · · · · · · · · · · ·	Unit	Price	Qty		Extension	%/QTY		Amount	%/QTY		Amount	%/QTY		Amount
1					\$	-		\$			\$	-	0.00	\$	
2					\$			\$	-		\$		0.00%	\$	
3					\$			\$			\$		0.00%	\$	
4					\$			\$			\$	-	0.00%	\$	
5		_			\$	-		\$			\$	-	0.00%	\$	
6					\$		<u> </u>	\$	-		\$	-	0.00%	\$	
7					\$	-		\$			\$		0.00%	\$	
8		_			\$			\$			\$		0.00%	\$	
5					\$	-	┨────	\$			\$	<u>_</u>	0.00%	\$	
6		-			\$		 	\$			\$		0.00%	\$	
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10					\$		{────	\$		<u> </u>	\$		0.00%	<u></u> → 5	
11					\$			\$		-	₽ \$		0.00%	\$	
12			<u> </u>		\$			\$		<u> </u>	\$		0.00%	\$	
13	······································				\$			\$			\$		0.00%	\$	
14					\$		┨	\$			\$		0.00%	\$	
15			·		\$			\$			\$		0.00%	\$	
16					\$	-		\$	-	l — —	\$	-	0.00%	\$	-
17	Field Orders				\$	_	1	\$	-		\$	-	0.00%	\$	-
					\$	-		\$	-		\$	-	0.00%	\$	
	CHANGE ORDER No.			-	\$	-		\$	_		\$	-	0.00%	\$	-
					\$			\$			\$	-	0.00%	\$	
	Total Authorized Amou	unt (incli	uding approved Chan	ge Order)	\$			_\$_	-		\$		Total Billed	\$	
	SUMMARY							_							
	A. Original Contract Amount		\$ -	Ic	certify	that the materia	als	Retention and/or Escrow Payment Schedule							
	B. Approved Change Order #00 Thru #00		\$ -	hav	ve bee	en received by m	e in	Tota	I Retention Re	quired as	of this	billing (Item E)			\$0.00
	C. Total Authorized Amount (A+B)		\$ -	the qu	uality	and quantity spe	ecified	Pr	evious Retentio	on Withhe	ld in Po	O or in Escrow			\$0.00
	D. Total Billed to Date		\$ -		-				'I Amt to With						\$0.00
	E. Less Total Retention (5% of D)		\$ -		Res	ident Engineer		Amt	to Release to	Contract	or from	n PO/Escrow:			
	F. Less Total Previous Payments		\$ -			~					7.00		· · · · · · · · · · · · · · · · · · ·	,	
	G. Payment Due Less Retention		\$0.00		Const	ruction Enginee	r								
	H. Remaining Authorized Amount		\$0.00			-		Con	tractor Signatu	re and Da	te:				
								븨	~						

Sample Project Spend Curve

Sample Date Entries Required

	*			u										-							
e Value	0.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
nent	0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%

Incremental Curve Value Duration % Increment




APPENDIX E

LOCATION MAP





SAN DIEGO Public Works

Voltaire St Bridge over Nimitz Blvd

SENIOR ENGINEERPROJECT MANAGERDan NutterAlex Bangean(619) 533-7492(619) 533-4634

PROJECT ENGINEER Shawn Krause (619) 533-5107 FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: <u>engineering@sandiego.gov</u>



COMMUNITY NAME: Peninsula Community COUNCIL DISTRICT: 2

SanGIS

SAP ID: B00870

APPENDIX F

HAZARDOUS LABEL/FORMS

INCIDENT/RELEASE ASSESSMENT FORM 1

If you have an emergency, Call 911

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

<u>Que</u>	stions for Incident Assessment:	YES	NO
1.	Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?		
2.	Did anyone, other than employees in the immediate area of the release, evacuate?		
3.	Did the release cause off-site damage to public or private property?		
4.	Is the release greater than or equal to a reportable quantity (RQ)?		
5.	Was there an uncontrolled or unpermitted release to the air?		
6.	Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?		
7.	Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	٥	٦
8.	Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?		
9.	Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?		
10.	Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?		

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

Call 911 in an emergency

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

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements. 5-02-08

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DES	Incident #	
Date/Time Discovered	Date/Time Discharge	Discharge Stopped 🗌 Yes 🗌 No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, L	ease, Well #, GIS)	
Please describe the incident and indicate s	pecific causes and area affected. Pl	notos Attached?: 🗌 Yes 🗌 No
-		
Indicate actions to be taken to prevent sim	illar releases from occurring in the fu	iture
	····	

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity	GAL	LBS	□ _{FT³}
Chemical	Quantity	GAL	LBS	□ _{FT³}
Chemical	Quantity	_{GAL} □	LBS	.⊡ _{FT³}
Clean-Up Procedures & Timeline:				
		 	_	
			_	
Completed By:	Phone:			
Print Name:	Title:			

	EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM						
4		BUSINESS NAME FACILITY EMERGENCY CONTACT & PHONE NUMBER () -					
E		INCIDENT MO DAY YR TIME OES DATE I I I I IIII IIIII INCIDENT MO DAY YR TIME OES DATE I I IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII					
(INCIDENT ADDRESS LOCATION CITY / COMMUNITY COUNTY ZIP					
		CHEMICAL OR TRADE NAME (print or type) CAS Number					
		CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A					
		PHYSICAL STATE CONTAINED PHYSICAL STATE RELEASED QUANTITY RELEASED SOLID LIQUID GAS SOLID LIQUID GAS					
		ENVIRONMENTAL CONTAMINATION TIME OF RELEASE DURATION OF RELEASE AIR WATER GROUND OTHER DAYS HOURS_MINUTES					
Ē		ACTIONS TAKEN					
		KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information) ACUTE OR IMMEDIATE (explain) CHRONIC OR DELAYED (explain) NOTKNOWN (explain)					
(ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS					
ŀ		COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)					
		CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type)					

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

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IF FOUND, (AUTHORITY	CONTACT THE NEAREST OR THE U.S. ENVIRONS	HBITS IMPROPER DI POLICE, OR PUBLIC SAI MENTAL PROTECTION AS ENT OF HEALTH SERVICE	PETY ENCY
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CATY	STATE	ZIP	//
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APPENDIX G

SAMPLE OF PUBLIC NOTICE

Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation Appendix G – Sample of Public Notice

FOR SAMPLE REFERENCE ONLY



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







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:

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- "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.

APPENDIX H

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. <u>All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.</u>

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

A. Endpoints, see Photo 1:



Photo 1

B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



Photo 2

Network Devices, see Photo 3:





Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation Appendix H – Advanced Metering Infrastructure (AMI) Device Protection AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is Interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:



Photo 4

The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.



Photo 5

Photo 6 below is an example of disturbance that shall be avoided:



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:



Photo 7

Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

ATTACHMENT F

INTENTIONALLY LEFT BLANK

ATTACHMENT G

CONTRACT AGREEMENT

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CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Hazard Construction Company</u>, herein called "Contractor" for construction of Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation; Bid No.: K-18-1547-DBB-3; in the amount of <u>One Million Three Hundred Sixty Seven Thousand</u> <u>Nine Hundred Forty Nine Dollars and Zero Cents (\$1,367,949.00)</u>, which is comprised of the Base Bid.

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) That certain documents entitled Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation, on file in the office of the Public Works Department as Document No.
 B-00870, as well as all matters referenced therein.
- 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 Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation, Bid Number K-18-1547-DBB-3, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

B١

Stephen Samara Print Name: Principal Contract Specialist Public Works Department

Mara W. Elliott, City Attorney

(-ERRIT P. RYAN

Print Name:

Deputy City Attorney

12-27-1 Date:

Date:

CONT RD CONSTRUCTION COMPANY By

Print Name:

JASON A. MORDHORST, PRESIDENT

Title:

Date:

City of San Diego License No.: **B1998008**90

State Contractor's License No.: 150642

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 10000222121

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.

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 7-13.3, "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.

AMERICAN 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 American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American 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 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

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.

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:

Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation

(Name of Project or Task)

as particularly described in said contract and identified as Bid No. **K-18-1547-DBB-3**; SAP No. (WBS/IO/CC) **B-00870**; 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

COMPANY LETTERHEAD CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance
For Contract or Task
I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.
I also certify that I am an official representative for, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.
Material Description:
Manufacturer:
Model:
Serial Number (if applicable)
Quantity to be supplied:
Remarks:
Signed by:
Printed Name:
Title:
Company:
Date:

City of San Diego

Public Works Department, Field Division

NOTICE OF MATERIALS TO BE USED

То:	Date	, 20	
Resident Eng	ineer	and the second s	
•		nder Contract No	
in the City of San Diego, will be	e obtained from sources herein	designated.	
CONTRACT ITEM NO.	KIND OF MATERIAL	NAME AND ADDRESS WHERE	
(Bid Item)	(Category)	MATERIAL CAN BE INSPECTED (At Source)	
	(Category) MATERIAL CAN BE INSPECTED		

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Signature of Supplier

Address

LIST OF SUBCONTRACTORS

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY*** SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

	NSTRUCTOR R DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
Name:				a possible per energia de la construir de la c	And a state of the second s	A STAR A CARLEND AND A DESCRIPTION OF A DES	
Address:							
City:							
State:							
Zip:							
Phone:							
Email:							
Name:							
Address:							
City: State:							
Zip:							
Phone:							
Email:							
① As appropriate, Bidder shall identify Subcontractor	or as one of the f	following and shall inc	ude a valid proof	f of certification (exce	pt for OBE. SLBE and	ELBE):	
Certified Minority Business Enterprise				Business Enterprise	· · · · · · · · · · · · · · · · · · ·	WB	E
Certified Disadvantaged Business Enterprise		DBE	Certified Disabled	d Veteran Business E	nterprise	DVB	E
Other Business Enterprise		OBE	Certified Emergin	ig Local Business Ent	erprise	ELB	E
Certified Small Local Business Enterprise		SLBE	Small Disadvanta	ged Business		SD	В
Woman-Owned Small Business			HUBZone Busine	SS		HUBZon	e
Service-Disabled Veteran Owned Small Busines		SDVOSB					
② As appropriate, Bidder shall indicate if Subcontract	ctor is certified b						-
City of San Diego			State of California	a Department of Trai	nsportation	CALTRAN	5
California Public Utilities Commission		CPUC					•
State of California's Department of General Ser	vices		City of Los Angele			L	
State of California		CA	u.s. small Busine	ss Administration		SB	4

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

Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation Notice of Materials to be Used (Rev. Oct. 2015)

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED©
Name:						
Address:						
City: State: Zip: Phone:						
Email:						
Name:						
Address:						
City: State:						
Zip: Phone:						
Email:						
D As appropriate, Bidder shall identify Vendor/Su	oplier as one of the follo	wing and shall include	a valid proof o	f certification (except f	or OBE,SLBE and ELBE):	
Certified Minority Business Enterprise	MBI			iness Enterprise		WBE
Certified Disadvantaged Business Enterprise	DBE			eran Business Enterpr		DVBE
Other Business Enterprise	OBE			cal Business Enterpris	e	ELBE
Certified Small Local Business Enterprise	SLB		Disadvantaged	Business		SDB
Woman-Owned Small Business	Wos		ne Business		H	JBZone
Service-Disabled Veteran Owned Small Busin As appropriate, Bidder shall indicate if Vendor/S		/OSB				
City of San Diego	CIT	(State o	f California De	partment of Transport	ation CA	LTRANS
California Public Utilities Commission	CPL			parameter transport		
State of California's Department of General S		-	Los Angeles			LA
State of California	CA		hall Business A	dministration		SBA

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

Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation Named Equipment/Material Supplier List (Rev. Apr. 2017) Form AA40

ELECTRONICALLY SUBMITTED FORMS

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

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

Bids will not be accepted until ALL the above-named forms are submitted as part of the bid submittal

Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation Electronically Submitted Forms (Rev. Apr. 2017)

BID BOND

See Instructions to Bidders, Bidder Guarantee of Good Faith (Bid Security)

KNOW ALL MEN BY THESE PRESENTS,

HAZARD CONSTRUCTION COMPANY That as Principal, Nationwide Mutual Insurance Company and ____ 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

Voltaive Street Bridge Over Nimitz Blud Bridge Rehabilitation

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.

7012 ___ day of _____ st SIGNED AND SEALED, this ____ Nationwide Mutual Insurance Company

HAZARD CONSTRUCTION COMPANY (SEAL) (Principal) By: JASONA, MORDHORST, PRESIDENT (Signature)

(Surety) Bv: KYLE KING (Signature) ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation Bid Bond (Rev. Apr. 2017)

(SEAL)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT;

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint:

Minna Huovila, Tara Bacon, Kyle King, Dale Gene Harshaw

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.



this instrument to be sealed and duly attested by

Antonio C/Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said Instrument by the authority and direction of said Company.

BARRY T. BASSIS Notary Public, State of New York No. 02BA4656400 Qualified in New York County Commission Expires April 30, 2019

Bonn & E

Notary Public My Commission Expires April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 30 day of Aug 054, 2017.

Assistant Secretary
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 <u>California</u>

County of <u>San Diego</u>

On_	August 30, 201	<u>7</u> before me,	Apryle M. Briede, Notary Public
	Date		NAME, TITLE OF OFFICER - E.G. AJANE DOE, NOTARY PUBLIC
personally appeared			Kyle King
-	• • • • • • •		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.

APRYLE M. BRIEDE Notary Public - California Ma PMU USLIC SIGNATURE San Diego County Commission # 2074851 My Comm. Expires Jul 17, 2018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 <u>California</u>

County of <u>San Diego</u>

On <u>August 30, 2017</u> before m	e, Apryle M. Briede, Notary Public
Date	NAME, TITLE OF OFFICER - E.G. AJANE DOE, NOTARY PUBLIC
personally appeared	Jason A. Mordhorst
	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.

APRYLE M. BRIEDE Notary Public - California San Diego County Commission # 2074851 My Comm. Expires Jul 17, 2018

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.

R 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
	Sel	Attache	d		
	an gan san san san san san san san san san s			- -	
		an 1999 an 1999 			

Contractor Name: JASON A. MORPHORST, PRESIDENT Certified By Title Name Date 8/30/17 Signature

HAZARD CONSTRUCTION COMPANY

USE ADDITIONAL FORMS AS NECESSARY

Voltaire Street Bridge over Nimitz Blvd Bridge Rehabilitation Contractor's Certification of Pending Actions (Rev. Apr. 2017) 105 | Page

HAZARD CONSTRUCTION COMPANY

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

In March 2013, a lawsuit was filed against Hazard Construction Company by a former employee, Kenneth McDonald, in the Superior Court of California, County of San Diego. McDonald was laid off by Hazard as part of a company-wide labor force reduction in December 2011. The lawsuit stated various allegations of discrimination, harassment, and retaliation against McDonald by Hazard and/or its employees. Hazard's management believed the lawsuit was without merit and vigorously defended against the allegations. This matter was mediated and settled in January 2014 without any admission of wrongdoing or fault by Hazard.

In May 2016, a lawsuit was filed against Hazard Construction Company by a former employee, Trinidad Davalos, in the Superior Court of California, County of San Diego. Davalos was terminated earlier in 2016. The lawsuit stated a claim for wrongful termination due to disability discrimination against Davalos. Hazard's management believes the lawsuit is without merit and has vigorously defended against the allegation. This matter was settled in January 2017 without any admission of wrongdoing or fault by Hazard.

CITY CONTACT: Angelica Gil, Contract Specialist, Email: AngelicaG@sandiego.gov Phone No. (619) 533-3622, Fax No. (619) 533-3633

ADDENDUM A





VOLTAIRE STREET BRIDGE OVER NIMITZ BLVD BRIDGE REHABILITATION

BID NO.:	K-18-1547-DBB-3
SAP NO. (WBS/IO/CC):	B-00870
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	2
PROJECT TYPE:	IB

BID DUE DATE:

2:00 PM SEPTEMBER 5, 2017 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

1) Registered Engineer

Seal: Date



2) For City Engineer

Seal: Date



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. (a) Plan Sheets T-7 and T-9 show delineators/cones adjacent to the concrete barrier and sidewalk replacement. This plan will likely create a major safety issue since there will not be a barrier to prevent cars from going off the side of the bridge in the event of an accident. The City should revise these plan sheets to include temporary railing Type K until the new barrier/sidewalk can be placed and create a bid item for this work.

(b) Additionally, these plan sheets do not appear to account for the removal of the median in a prior stage as shown on Plan Sheet T-5.

A1. (a) Traffic Control Sheets have been modified in Addendum A to include K-rail. Please include k-railing, appropriate attenuator/crash cushions, and signage including Type-P (CA) (L) signs within your traffic control bid item.

(b) Removal of median can be found on Sheet D-1, Demo Plan. The crisscross hatching calls out "remove median". It is also called out on sheets C-1 and C-2.

- Q2. Plan Sheet S-2, Detail 11, calls for over 1500 dowels to be installed at the new curb face and barrier. The City should create a bid item for this work as the specifications are not clear where this work is measured and paid.
- A2. We have created a separate bid item and specified in the specs the payment for this work.
- Q3. No bid item for the "City Posts" surface mounted channelizers, these are expensive!
- A3. There is no specific bid item listed, contractor shall include cost within the project contract bid price.
- Q4. Item # 25 "Thermoplastic Traffic Striping" The City of San Diego typically does not use Thermoplastic for Striping, but uses paint!
- A4. Bid item changes to "Painted Traffic Stripes".

- Q5. There seems to be some redundancy in Items # 24 & 27 please clarify.
- A5. Bid item #24 refers to all painted or thermoplastic markings/stripes. This is not identified in bid item #27.
- Q6. Does Item # 31 "Traffic Sign on Post" include the Sign & Post?
- A6. Refer to the "WHITEBOOK" section 701-2 item 13.
- Q7. I cannot find the location of Item # 32 "Pedestrian Barricade" on the plans (Sheet # 10 of 18).
- A7. See sheet C-5, Construction Note 12. Location of pedestrian barricade is near the northeastern curb ramp at Sea Colony Court and Voltaire Street.

C. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Section 9 – Measurement and Payment, subsection 9-3.1, page 40, **ADD** the following:

Drill and Bond Dowels. To the "GREENBOOK", ADD the following:

Drilling and Bonding Dowels shall be constructed in accordance with the CALTRAN Specification 40-1 Concrete Pavement. The payment shall be Lump Sum for "Drill and Bond Dowels". The payment shall include, but not limited to all required setup, labor, hardware, material, and disposal.

D. PLANS

- 1. To drawings numbered 38648-01-D through 38648-04-D, 38648-06-D through 38648-10-D, 38648-13-D, 38648-16-D through 38648-17-D, **DELETE** in their entirety and **REPLACE** with pages 6 through 17 of this addendum.
- 2. To drawings numbered 38648-T7-D and 38648-T9-D, **DELETE** in their entirety and **REPLACE** with pages 18 through 19 of this addendum.

E. ADDITIONAL CHANGES

The following are changes in the **Line Items Tab** in **PlanetBids**:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **Stricken out**.

Section	ltem Code	Description	Unit of Measure	Quantity	Payment Reference
Main Bid	237310	Curb Ramp (Type C1) with Detectable Warning Tiles	EA	3 4	303-5.10.2
Main Bid	237310	Theremoplastic Traffic Striping Painted Traffic Stripes	LF	6400	314-4.4.6 <u>314-4.3.7</u>
<u>Main Bid</u>	<u>237310</u>	<u>Drill and Bond</u> <u>Dowel</u>	<u>LS</u>	1	<u>9-3.1</u>

James Nagelvoort, Director Public Works Department

Dated: *August 23, 2017* San Diego, California

JN / HM / cc



August 23, 2017 Voltaire Steett Bridge over Kindtz Eivid Bridge Robrid Stadou

ADDINDUM A

Pege 6 of 19



August 23, 2017 Voltaire Direct Bridge over Nimite Died Bridge Reheb/Darion



August 23, 2017 Voltaine Sanst Sakige over Nindez Mvd Bridge Rehubiltatio



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August 23, 2017

Page 11 of 12





Page 13 of 19





Argunt 23, 2017 Voltaira Svett Biddge over Klenky Blvd Bridge Rukabilitation ADDENDUM A

Page 15 cf 19



ALL POLES, CONDUCT, FULL BOXES, STREPNO AND LOOP DETECTOR LOCATE STOATE ON THIS PLAN ARE APPROXIME, ACTUAL LOCATEONS SWLL BE DETERMINED BY FIELD CONDITIONS AT THE THE OF CONSTRUCTION AND AS DRIFTED BY THE CITY OF BANK DESCRIPTIONS OF CONSTRUCTION AND AS

TRAFFIC SIGNAL GENERAL NOTES (FOR SHEETS E-1 AND E-2) 1. PULL BOXES SHALL BE NO. 6, AND COMDUT 3" UNLESS NOTED OTHERMISE,

2. LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB

August 23, 2017 Voltate Street Bridge over Namits Blvd Bridge Rehabilitation

WORK TO BE DONE THE MINISTRUMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE FLANS AND THE SPECIFICATIONS AND ETANDARD DRAWINGS OF THE CITY OF SMU DECO.

SPECIFICATIONS

STANDARD

MPROVEMENT PLANS FOR: VOLTAIRE STREET BRIDGE

ADDENDUM A

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Page 16 of 19





August 23, 2017 Vokare Street Bridge over Nanks Blue



August 73, 2017 Voltare Sylec Bridge over

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Voltaire Street Bridge Over Nimitz Blvd Bridge Rehabilitation (K-18-1547-DBB-3), bidding on September 5, 2017 2:00 PM

Bid Results

Bidder Details

Vendor Name Address	Hazard Construction Company 6465 Marindustry Drive San Diego, CA 92121 United States
Respondee	Kurt Hindman
Respondee Title	Vice President
Phone	858-200-3660 Ext.
Email	khindman@hazardcon.com
Vendor Type	CAU,MALE,PQUAL,CADIR,Local
License #	750542
CADIR	1000022121

Bid Detail

Bid Format	
Submitted	September 5, 2017 1:50:56 PM (Pacific)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	115110
Ranking	· 0

Respondee Comment

Buyer Comment

Attac	hments							
		File I	Name		File Type	File Type		
			of Pending Action	s.pdf	Contractor's Certification of Pending Actions			
Bid Bor	nd	Bid B	ond.pdf		Bid Bond			
Line I	tems							
Туре	ltem Code Main Bid	UOM	Qty	Unit Price	Line Total Comment	Reference		
1	Bonds (Payment and Performance)							
	524126	LS	1	\$20,000.00	\$20,000.00	2-4.1		
2	Traffic Control							
	237310	LS	1	\$137,000.00	\$137,000.00	601-6		
3	WPCP Development							
	541330	LS	1	\$2,500.00	\$2,500.00	7-8.6.4.2		
4	WPCP Implementation							
	237990	LS	1	\$30,000.00	\$30,000.00	7-8.6.4.2		
5	Mobilization							
	237310	LS	1	\$130,000.00	\$130,000.00	9-3.4.1		

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Voltaire Street Bridge Over Nimitz Blvd Bridge Rehabilitation (K-18-1547-DBB-3), bidding on September 5, 2017 2:00 PM

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Printed 09/06/2017

Bid Results

Туре 6	Item Code Field Orders (EOC Type II)	UOM	Qty	Unit Price	Line Total Comme	nt Reference
-		AL	1	\$65,000.00	\$65,000.00	9-3.5
7	Clearing and Grubbing					
	238910	LS	1	\$130,000.00	\$130,000.00	300-1.4
8	Adjust Pull Box					
	237310	EA	2	\$260.00	\$520.00	301-1.7
9	Traffic Signal Loop and Appurtenance Replace	cement (Type D)				
	237310	EA	5	\$415.00	\$2,075.00	302-1.12
10	Traffic Signal Loop and Appurtenance Replace	cement (Type E)				
	,237310	EA	11	\$415.00	\$4,565.00	302-1.12
11	Traffic Signal Loop and Appurtenance Replac	cement (Bicycle Loop	Detector 4x6,	Type Q)		
	237310	EA	1	\$415.00	\$415.00	302-1.12
12	Asphalt Concrete Overlay					
	237310	TON	318	\$150.00	\$47,700.00	302-5.9
13	Miscellaneous Concrete					
	238910	CY	2	\$1,076.00	\$2,152.00	302-6.8
14	Curb Inlet (Type B, Modify) L=9.6'					
	237110	EA	1	\$8,065.00	\$8,065.00	303-1.11
15	Remove and Replace Existing Sidewalk (alor	ng barrier)				
	237310	CY	81.2	\$1,400.00	\$113,680.00	303-5.9
16	Curb and Gutter Type G (6 Inch Curb)					
	237310	LF	77	\$66.00	\$5,082.00	303-5.9
17	Curb and Gutter Type G (8 Inch Curb)					
	237310	LF	78	\$69.00	\$5,382.00	303-5.9
18	Curb Ramp (Type A) with Detectable Warning	g Tiles				
	237310	EA	2	\$4,327.00	\$8,654.00	303-5.10.2
19	Curb Ramp (Type C1) with Detectable Warni	ng Tiles				
	237310	EA	4	\$7,118.00	\$28,472.00	303-5.10.2
20	Curb Ramp (Type C1) with Detectable Warn	ing Tiles (Bridge Dec	ck)			
	237310	EA	1	\$9,186.00	\$9,186.00	303-5.10.2
21	Additional Concrete Sidewalk					
	237310	SF	1578	\$18.00	\$28,404.00	303-5.10.2

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Voltaire Street Bridge Over Nimitz Blvd Bridge Rehabilitation (K-18-1547-DBB-3), bidding on September 5, 2017 2:00 PM

Printed 09/06/2017

Bid Results

Type 22	Item Code Chain Link Fence (Black Vinyl)	UOM	Qty	Unit Price	Line Total Comment	Reference
22	238990	LF	507	\$110.00	\$55,770.00	80-3
23	Thermoplastic Pavement Markings					
	237310	SF	1050	\$3.00	\$3,150.00	314-4.4.6
24	Removal of Pavement Markings					
	237310	SF	200	\$3.00	\$600.00	314-2.3
25	Painted Traffic Stripes					
	237310	LF	6400	\$1.00	\$6,400.00	314-4.3.7
26	Continental Crosswalk					
	237310	SF	800	\$3.00	\$2,400.00	314-4.4.6
27	Removal of Traffic Striping and Curb Marking	S				
	237310	LF	1900	\$3.00	\$5,700.00	314-2.3
28	Traffic Signal					
	238210	LS	1	\$115,000.00	\$115,000.00	701-2
29	Street Lighting					
	238210	LS	1	\$15,000.00	\$15,000.00	701-2
30	Remove and Salvage Traffic Signs					
	238210	EA	3	\$129.00	\$387.00	701-2
31	Install Traffic Sign on Post					
	238210	EA	4	\$284.00	\$1,136.00	701-2
32	Pedestrian Barricade					
	237310	EA	1.	\$517.00	\$517.00	701-2
33	Cold Mill AC Pavement (1-1/2" to 3")					
	237310	SF	11300	\$1.00	\$11,300.00	302-1.12
34	Repairing Spalled Surface Areas					
	237310	SF	518.5	\$98.00	\$50,813.00	60-3.05B(4)
35	Grind Existing Bridge Deck					
	237310	SF	8800	\$1.20	\$10,560.00	42-3.04
36	Refinish Bridge Deck					
	237310	SF	8800	\$3.00	\$26,400.00	60-4.02D
37	Clean Expansion Joint					
	237310	LF	235	\$23.00	\$5,405.00	51-2

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Voltaire Street Bridge Over Nimitz Blvd Bridge Rehabilitation (K-18-1547-DBB-3), bidding on September 5, 2017 2:00 PM

Bid Results

Туре 38	Item Code Replace Expansion Join	UOM	Qty	Unit Price	Line Total Com	ment Reference
	237310	LF	235	\$26.00	\$6,110.00	51-2
39	Barrier - Type 732SW					
	237310		507	\$170.00	\$86,190.00	83-3.04
40	Demolish Existing Barrie					
	238910	LF	507	\$40.00	\$20,280.00	9-3.1
41	Deck Drainage System 238910	LS	1	\$60,000.00	\$60,000,00	204 1 12 4
10			·	\$60,000.00	\$60,000.00	304-1.12.4
42	8" PS6 x 0.135" Steel Pi 237110	lpe LF	40	\$60.00	\$2,400.00	306-15.1
43	8" SDR-35 PVC Pipe	_		+00000	<i>42</i> ,0000	- DOO 1041
40	237110	LF	14	\$294.00	\$4,116.00	306-15.1
44	Core Concrete Abutmer	nt				
	237310	LS	1.	\$10,863.00	\$10,863.00	9-3.1
45	Pedestrian Push Button					
	237310	EA	2	\$1,800.00	\$3,600.00	701-2
46	Drill and Bond Dowel					
	237310	LS	1	\$85,000.00	\$85,000.00	9-3.1
				Subtotal Total	\$1,367,949.00 \$1,367,949.00	
	ontractors					_
Perry B P.O. Bo	& Address Electric ox 710310 , CA 92072 States	Description Electrical/Lighting	License Num 747931	CADIR 1000012332	Amount \$138,900.00	Туре
8865 V	s Service, Inc. /inter Gardens Blvd de, CA 92040 States	Removal of bridge sidewalk, railing, and edge concrete	861069	1000002533	\$81,171.00	Cau,male,Sdb,Slb E
Inc. 15188	a Construction Co. Vista Del Rio Avenue CA 91710 States	Chain Link Fence (Black Vinyl Type 7)	985180	1000001634	\$52,728.00	LAT,MALE,MBE,CAD IR,PQUAL
13240 #313 San Di	ete Constructors, Inc. Evening Creek Drive ego, CA 92128	Concrete Flatwork	969781	1000008633	\$73,514.00	
OF CA 1310 V	SDELL CORPORATION LIFORNIA, INC. V 23rd St , AZ 85282	Bridge Deck Repair/Re-finish, clean/replace expansion joint	615058	1000007625	\$109,109.00	
3435 C	Reinforcing Steel arveacre Rd.	Bar Reinforcing Steel	1026581	1000051459	\$33,780.00	
Alpine, United	CA 91901 States		PlanetBids, Inc			

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Voltaire Street Bridge Over Nimitz Blvd Bridge Rehabilitation (K-18-1547-DBB-3), bidding on September 5, 2017 2:00 PM

Printed 09/06/2017

Bid Results

Name & Address	Description	License Num	CADIR	Amount	Туре
ACL Construction Co., Inc 207 W. State St. Ontario , CA 91762 United States	Concrete Barrier and Sidewalk (partial)	468840	100008098	\$80,445.00	
Acme Safety & Supply Corp. 1616 West Ave.,San Diego, CA, 91950 San Diego, CA 91950 United States	Traffic Control	791667	100007958	\$45,000.00	DBE,SDB,SLBE,WO SB
Solid Structures, Inc. P.O.Box 848 La Mesa, CA 91944 United States	Curb Inlet	758791	1000015100	\$8,550.00	ELBE
Statewide Stripes, Inc. PO BOX 600710 San Diego, CA 92160 United States	Striping/Signing	788286	1000001334	\$22,500.00	