City of San Diego

CONTRACTOR'S NAME: Fordyce Construction, Inc.				
ADDRESS: 9932 Prospect Ave. #138 Santee, CA 92071				
TELEPHONE NO.: (619) 449-4272 FAX NO.:				
CITY CONTACT: Taylor Cox, Contract Specialist, Email: TJCox@sandiego.gov				
Phone No. (619) 533-3033				
M. Damiroz / D. W. Buctamanto / M. L. Woncoslap				

M. Ramirez / R. W. Bustamante / M. L. Wenceslao

BIDDING DOCUMENTS







FOR

CONSTRUCTION OF FATHER JOE VILLAGE SHELTER

BID NO.:	K-20-1869-DBB-3
SAP NO. (WBS/IO/CC):	11004192
CLIENT DEPARTMENT:	1001
COUNCIL DISTRICT:	3
PROJECT TYPE:	ВТ

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- > BID DISCOUNT PROGRAM (THE WHITEBOOK, Part 0, EOCP SECTION 0-4, ITEM 2)
- ➢ PREVAILING WAGE RATES: STATE ∑ FEDERAL
- > APPRENTICESHIP
- > THIS IS A HOMELESS EMERGENCY AID PROGRAM (HEAP) STATE FUNDED CONTRACT.

BID DUE DATE:

2:00 PM

AUGUST 7, 2019

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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

Registered Architect Date 1)



2) For City Engineer

<u>7-8-19</u> Seal: Date

Seal:



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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 **Construction of Father Joe Village Shelter.** For additional information refer to Attachment A.
- 2. FULL AND OPEN COMPETITION: This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <u>http://www.sandiego.gov</u>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$900,000**.
- 4. BID DUE DATE AND TIME ARE: AUGUST 7, 2019 at 2:00 P.M.
- 5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- **6. LICENSE REQUIREMENT**: To be eligible for award of this contract, Prime contractor must possess the following licensing classification(s): **Class B**
 - **6.1. ADDITIONAL LICENSE REQUIREMENTS**: Sprinkler subcontractor shall be **C-16** for design and installation of automatic sprinkler systems. See Project Plans 40665-D.
- **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 **2.7%**
 - 2. ELBE participation **4.5%**
 - 3. Total mandatory participation **7.2%**
 - **7.2.** The Bid may be declared non-responsive if the Bidder fails to 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 a Universal Serial Bus (USB) Type-A, 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. AWARD PROCESS:

- **8.1.** 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.
- **8.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- **8.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- **8.4.** The low Bid will be determined by the Base Bid.
- **8.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

9. SUBMISSION OF QUESTIONS:

9.1. 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 525 B Street, Suite 750 (7th Floor) San Diego, California, 92101 Attention: Taylor Cox

OR:

TJCox@sandiego.gov

- **9.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **9.3.** 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.
- **9.4.** 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.
- **1.2.** The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- **1.3.** Joint Venture Bidders Cumulative Maximum Bidding Capacity: For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - **1.3.1.** Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - **1.3.2.** Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - **1.3.3.** Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - **1.3.4.** The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- **1.4.** Complete information and links to the on-line prequalification application are available at:

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

1.5. 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 who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
 - **2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME**. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
 - **2.6. RECAPITULATION OF THE WORK**. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
 - **2.7. BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
 - **2.7.1.** <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 from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- 4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- **5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- **6. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

7. INSURANCE REQUIREMENTS:

- **7.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **7.2.** Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- **8. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number			
Standard Specifications for Public Works Construction ("The GREENBOOK") <u>http://www.greenbookspecs.org/</u>	2018	PWPI010119-01			
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <u>https://www.sandiego.gov/publicworks/edocref/greenbook</u>	2018	PWPI010119 -02			
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2018	PWPI010119 -03			
Citywide Computer Aided Design and Drafting (CADD) Standards <u>https://www.sandiego.gov/publicworks/edocref/drawings</u>	2018	PWPI010119 -04			
California Department of Transportation (CALTRANS) Standard Specifications – <u>http://www.dot.ca.gov/des/oe/construction-contract-</u> <u>standards.html</u>	2018	PWPI030119-05			
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract- standards.html	2018	PWPI030119-06			
California Manual on Uniform Traffic Control Devices Revision 3 (CA MUTCD Rev 3) <u>http://www.dot.ca.gov/trafficops/camutcd/</u>	2014	PWPI030119-07			
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml *Electronic updates to the Standard Drawings may also be found in the link above					

- **9. CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
- **10. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- **11. CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

12. SUBCONTRACTOR INFORMATION:

LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in 12.1. the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a CONSTRUCTOR, CONSULTANT or SUPPLIER. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - Section 3-2, "SELF-PERFORMANCE", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or

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

- 12.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the NAME, LOCATION (CITY), DIR REGISTRATION NUMBER and the DOLLAR VALUE of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- **12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- **13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

14. AWARD:

- **14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- **15. SUBCONTRACT LIMITATIONS**: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.

- **16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <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.
- **17. 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.
- **18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

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

- **19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- **19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- **19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- **19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. 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.

19.5. 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**.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- **20.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- **20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- **20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- **20.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- **20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- **20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

21. BID RESULTS:

- **21.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- **21.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

22. THE CONTRACT:

- **22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- **22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- **22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- **22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- **22.5.** The award of the Contract is contingent upon the satisfactory completion of the abovementioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- **23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be

encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

- **24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
 - **24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - **24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - **24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

- **25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified 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.**
- **25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

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

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

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

August 20, 2019 Dated

Approved as to Form

Approved:

Bγ

Fordyce Construction, Inc.

Principal

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney By_

Deputy City Attorney

UЛ

Stephen Samara

Principal Contract Specialist Public Works Contracts

amare

International Fidelity Insurance Company

Surgey-By

Bart Stewart, Attorney-in-fact

2400 E. Katella Avenue, Suite 250 Local Address of Surety

Anaheim, CA 92806 Local Address (City, State) of Surety

(714) 602-9170

Local Telephone No. of Surety

Premium \$_7,365.00

Bond No, LAIFSU0762846

Construction of Father Joe Village Shelter Performance and Payment Bonds (Rev. Mar. 2019)

Bond # LAIFSU0762846

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY

ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BART STEWART

Encinitas, CA

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015 :

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

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2017

STATE OF NEW JERSEY County of Essex

George R. James



Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)

On this 31st day of December, 2017 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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



Cathy a Notary Public of New Jersey My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 20, 2019

Maria A. Branco

ALL- PURPOSE CERTIFICATE OF 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 California }

County of San Diego }

On <u>08/20/2019</u> before me, <u>Erin Elyse Haugh, Notary Public</u>

personally appeared Bart Stewart

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)(s) are subscribed to the within instrument and acknowledged to me that the she/they executed the same in this her/their authorized capacity(ies), and that by this 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.

ERIN ELYSE HAUGH Commission No. 2227679 NOTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY Commission Expires January 6, 2022
ON INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
 State and County information must be the State and County where the documer signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared whice must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of notarization.
 Indicate the correct singular or plural forms by crossing off incorrect forms (i.i. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate th information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible Impression must not cover text or lines. If seal impression smudges, re-seal if sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure the acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate officer, indicate the title (i.e. CEO, CFO, Secretary).

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

- **1. SCOPE OF WORK:** This project is to erect a 7200 sf tent sprung structure which includes; anchoring down the tent, interior lighting, electrical system, HVAC system, insulation, doors, fire alarm system, fire sprinklers system, and plumbing. This project also includes the installation of light poles and its electrical wiring.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids and Plans numbered 40665-1-D through 40665-38-D, inclusive, including plan reference sheets C2.0, C2.1, C3.0, and C3.1.

2. LOCATION OF WORK: See Appendix E – Location Map.

3. CONTRACT TIME: The Contract Time for completion of the Work shall be **65 Working Days**.

ATTACHMENT B

RESERVED

ATTACHMENT C

RESERVED

ATTACHMENT D

PREVAILING WAGE

PREVAILING WAGE

- 1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - **1.1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - **1.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <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 date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - **1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 1861.

- **1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
 - **1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- **1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- **1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- **1.7.** Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **1.8.** Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- **1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
 - **1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - **1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- **1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- **1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- **1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- **1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
- **1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- **1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.

SECTION 1 – GENERAL, 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.

To the "WHITEBOOK", item 43, DELETE in its entirety and SUBSTITUTE with the following:

43. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, "EXTRA WORK" or 2-9, "CHANGED CONDITIONS". A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract.

SECTION 3 – CONTROL OF THE WORK

- **3-2 SELF-PERFORMANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The self-performance percentage requirement will be waived for Prime Contractors meeting the Class B License requirement of this Contract.
- **3-10 SURVEYING.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-10 SURVEYING.

1. You shall locate and mark all features related to the building and site, including landscaping and hardscape, using industry standard contractor's construction tools.

2. You shall preserve construction survey stakes, control points, and other survey related marks described in 3-10.1, "Survey Services Provided by the City" for the duration of the Project. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the City at your expense.

3-10.1 Survey Services Provided by the City.

- 1. The City will provide surveying services and on-site survey staking for the following:
 - a) Locations of any property lines, boundaries, or easement surveys within the project boundaries as required by the project.
 - b) Locations of up to four corners per building.
 - c) Verification of building pad finish surface elevation.
 - d) A maximum of 4 site control points.
 - e) Location and perpetuation of survey monuments within the project boundary in accordance with 400-2, "Permanent Survey Markers".
- 2. Notify the Resident Engineer in writing at least 2 Working Days prior to requesting survey services provided by the City.

3-10.2 Line and Grade.

- 1. The Work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, you shall be responsible for any error in the grade of the Work.
- 2. Grades for underground conduits will be set at the surface of the ground. You shall transfer them to the bottom of the trench.

3-10.3 Payment.

- 1. The payment for survey services Work shall be included in the Contract Price.
- **3-13.3 Warranty.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City had beneficial use of the project (excluding water, sewer, and storm drain projects). In addition, you shall warranty the Work against all latent defects for a period of 10 years and patent defects for a period of 4 years.

SECTION 4 - CONTROL OF MATERIALS

- **4-3.6 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.
- **4-6 TRADE NAMES.** To the "WHITEBOOK", ADD the following:
 - You shall submit your list of proposed substitutions for an "equal" item no later than 5 Working Days after the determination of the Apparent Low Bidder and on the City's Product Submittal Form available at:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 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.

5-4.2 Types of Insurance.

5-4.2.1 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:

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

5-4.2.2 Commercial Automobile Liability Insurance.

- 1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
- 2. All costs of defense shall be outside the limits of the policy.
- 5-4.3 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.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State 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.

5-4.4 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.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 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.
- **5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials,

officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 Commercial Automobile Liability Insurance.

- **5-4.5.2.1** 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.
- **5-4.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **5-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- **5-4.8** Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- **5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

5-4.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

- 1. For Contracts with required engineering services (e.g., <u>Design-Build</u>, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate in full force and effect.
- 2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
- b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
- 3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

5-4.11 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.
- **5-4.11.1. Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.
- **5-13 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", ADD the following:
 - 2. Virtual Project Manager shall be used on this Contract. For more information, refer to the VPM training videos at the location below:

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

- **6-1.1 Construction Schedule.** To the "WHITEBOOK", item 1, subsection "s", DELETE in its entirety and SUBSTITUTE with the following:
 - s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - Refer to the Sample City Invoice materials in Appendix D Sample
 City Invoice with Cashflow Forecast and use the format shown.
 - ii. See also the "Cashflow Forecast Example" at the location below:

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

6-1.5.2 Excusable Non-Compensable Delays. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

6-1.5.2 Excusable Non-Compensable and Concurrent Delays.

- 1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "Extensions of Time" for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) Delays caused by changes to County, State, or Federal law.
- 2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
- 3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.
- **6-4.2 Extensions of Time.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The Contract Time shall not be modified except by Change Order.
 - 2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
 - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated

length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.

- 3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project's critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
- 4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

ADD:

6-6.1.1 Environmental Document.

- 1. The City of San Diego has prepared a **Notice of Exemption** for **Construction of Father Joe Village Shelter (Relocation of Father Joe Village Shelter)**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
- 2. Compliance with the City's environmental document shall be included in the Contract Price.

6-6.4 Written Notice and Report. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

SECTION 7 – MEASUREMENT AND PAYMENT

- **7-3.1 General.** To the "WHITEBOOK" ADD the following:
 - 3. The Lump Sum Bid item for "**Construction of Father Joe Village Shelter**" shall include the payment for the erection of the 7200 square foot tent sprung structure as shown in the Plans, Appendix G, and as specified in the other Contract Documents which also include: anchoring down the tent, interior lighting, electrical system, HVAC system, insulation, doors, fire alarm system, fire sprinklers system, and plumbing. This Bid item shall also include the payment for the installation of light poles and its electrical wiring as shown in the Plans and as specified in the other Contract Documents.
- **7-3.2 Partial and Final Payment.** To the "GREENBOOK", paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

- **7-3.9 Field Orders.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

Contract Price	Maximum Field Order Work Amount
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
\$5,000,001 to \$15,000,000	\$20,000
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

TABLE 7-3.9

FIELD ORDER LIMITS

- 2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.
- 3. The City will issue a Field Order only after the City's acceptance of the cost of the field order amount.
- 4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.
- 5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.
- 6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.

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

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

SECTION 400 – UTILITIES

402-6 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 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

- **GENERAL.** To the "WHITEBOOK", ADD the following:
 - 7. Based on a preliminary assessment by the City, this Contract is subject to WPCP.

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

F

FEB 0 8 2019

(Check one or both)

TO: <u>X</u> Red

Recorder County Clerk P.O. Box 1750, MS-A-33 1600 Pacific Hwy, Room 260 San Diego, CA 92101-2422

____Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814

PROJECT NO.: NA

ROM: City of San Diego	p	y gla	nuele
Planning Departme		T	DEPUTY
9485 Aero Drive, MS	5 413		
San Diego, CA 9212	3		
FILED IN THE OFFICE	OF THE	COUNTY	/ CLERK
San Diego County on	FEI	3082019	
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Deputy Acar	rvel	lo-	

<u>PROJECT_TITLE</u>: Actions Related to Single-Tenant Lease between Breitbard Properties and the City of San Diego at 1710 Imperial Avenue

<u>PROJECT LOCATION-SPECIFIC</u>: 1710 Imperial Avenue, San Diego, CA 92101, in the Downtown Community Planning Area. Council District 3.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project involves a single-tenant lease between Breitbard Properties, LLC and the City of San Diego allowing the City to use the premises located at 1710 Imperial Avenue for the operation of a temporary housing shelter to provide overnight accommodations to individuals experiencing homelessness. The City's use of the property would include paving or asphalting the premises, related site design by City staff or a consultant, and site preparation, including necessary geotechnical investigations. At the termination of the lease, the City will remove the facilities to return the property to the condition required in the lease. Prior to occupying the property, the City will deconstruct existing tent structure facillities located at the Father Joe's campus at 14th Street and Commercial Avenue, and relocate it to this new location at 1710 Imperial Avenue. All or part of the abovedescribed activities are covered by the Notice of Exemption filed with the San Diego County Clerk on October 5, 2017, as well as Resolution No. 311311 declaring the existence of a shelter crisis and, nevertheless, one or more exemptions apply to said activities.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Karen Johnson, Asset Manager, Real Estate Assets Department, 1200 Third Avenue, San Diego, CA 92101, (619) 236-6191

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL
- () DECLARED EMERGENCY
- () EMERGENCY PROJECT
- (X) CATEGORICAL EXEMPTION: Section 15303 (New Construction or Conversion of Small Structures), Section 15304 (Minor Alterations to Land), and Section 15332 (In-Fill Development Projects).
- () STATUTORY EXEMPTION
- (X) OTHER: 15060(c)(2)

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review that determined that the project is not subject to CEQA pursuant to State CEQA Guidelines Section 15060(c)(2) as the project will not result in a direct or reasonably foreseeable indirect physical change in the environment. The project would also be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures) which allows for the construction or location of new, small facilities or structures, including water main, sewage, electrical, gas, and other utility extensions. including street improvements of reasonable length to serve such construction, as well as 10,000 square-foot motel or other similar structures within urbanized areas. The property is located within an urbanized area. The proposed tent facility would be less than 10,000 square feet and would not involve the use of significant amounts of hazardous materials. All necessary public services and facilities are available and neither the property nor the surrounding area contain environmentally sensitive lands. The project would include residents experiencing homelessness and would generally be consistent with zoning and the General Plan, including the General Plan Housing Element. The project would also be categorically exempt under CEQA Guidelines Section 15304 (Minor Alterations to Land) which allows for minor public or private alterations in the condition of land, water, and/or vegetation which do not involve the removal of healthy, mature, scenic trees except for forestry or agricultural purposes and includes the minor temporary use of land having negligible or no permanent effects on the environment. The project site is currently vacant, and the relocation of the tent facilities would result in minor alterations to land that would not involve the removal of any existing trees. Furthermore, the use of the land would be temporary and would have negligible or no permanent effects on the environment. The project also meets the criteria in State CEQA Guidelines Section 15332 (In-Fill Development Projects) which consists of projects characterized as in-fill development that are a) consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designations and regulations; b) occur within city limits on a project site of no more than five acres substantially surrounded by urban uses; c) are on a project site that has no value as habitat for endangered, rare or threatened species; d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and e) the site can be adequately served by all required utilities and public services. The exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action, and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

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? (X) YES () NO

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

January 30, 2019

DATE

Myra Herrmann Senior/Planner, Planning Department

CHECK ONE: (X) SIGNED BY LEAD AGENCY DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR: () SIGNED BY APPLICANT



State of California - Department of Fish and Wildlife 2019 ENVIRONMENTAL FILING FEE CASH RECEIPT DFW 753.5a (Rev. 11/16/19) Previously DFG 753.5a

RECEIPT NUMBER: 37-2019-0082 STATE CLEARINGHOUSE NUMBER (If applicable) SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY. DATE LEAD AGENCY LEADAGENCY EMAIL CITY OF SAN DIEGO 02/08/2019 DOCUMENT NUMBER COUNTY/STATE AGENCY OF FILING 2019 - 0082-San Diego County PROJECT TITLE ACTIONS RELATED TO SINGLE-TENANT LEASE BETWEEN BREITHARD PROPERTIES AND THE CITY OF SAN DIEGO AT 1710 IMPERIAL AVE PROJECT APPLICANT EMAIL PHONE NUMBER PROJECT APPLICANT NAME 619-236-6191 CITY OF SAN DIEGO ___ CITY STATE ZIP CODE PROJECT APPLICANT ADDRESS CA 92101 SAN DIEGO **1200 THIRD AVENUE** PROJECT APPLICANT (Check appropriate box) State Agency Private Entity Other Special District X Local Public Agency School District CHECK APPLICABLE FEES: \$3,271.00 Environmental Impact Report (EIR) \$2,354.75 Mitigated/Negative Declaration (MND)(ND) \$1,112.00 Certified Regulatory Program document (CRP) Exempt from fee Notice of Exemption (attach) CDFW No Effect Determination (attach) Fee previously paid (attach previously issued cash receipt copy) U Water Right Application or Petition Fee (State Water Resources Control Board only) \$850.00 \$50.00 . Z County documentary handling fee Other PAYMENT METHOD: \$50.00 Cash Credit Check Other #0001696344 TOTAL RECEIVED SIGNATURE AGENCY OF FILING PRINTED NAME AND TITLE **JSAMUELA** San Diego County , Deputy



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COPY - LEAD AGENCY

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Ernest J. Dronenburg, Jr. Assessor/Recorder/County Clerk 1600 Pacific Highway Suite 260 P. O. Box 121750, San Diego, CA 92112-1750 Tel. (619) 237-0502 Fax (619) 557-4155 www.sdarcc.com	Cashier Date: Cashier Location:	02/08/2019 SD	Print Date:	02/08/2019 10:30 am
			Payment Summa	rv
			Total Fees:	\$50.00
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FISH & WILDLIFE FEES				
Fees: Fish & Wildlife County	Administrative Fee	9		\$50.00
Total Fees Due:				\$50.00
Grand Total - All Documents:	•			\$50.00

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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. **PURPOSE**

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

2. <u>AUTHORITY</u>

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

Reference

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

3. **DEFINITIONS**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT		EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2OF 10	October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	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 30F 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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT	DI 55.27	Water Department EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM	PAGE 4OF 10	October 15, 2002
(FORMERLY: CONSTRUCTION METER PROGRAM)		0010001 13, 2002
)	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

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

Process for Issuance

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

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(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

- 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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT		EFFECTIVE DATE
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	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

4.7 **Relocation of Existing Fire Hydrant Meters**

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

4.8 **Disconnection of Fire Hydrant Meter**

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

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	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 80F 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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.

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT	PAGE 90F 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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.

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

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

Water Department Director

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

APPENDIX

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

City of San Diego Application f	or Fire (EX	HIBIT A)					
PUBLIC UTILITIES Hydrant Met	er	NS REQ	(For Office Use Only) FAC#				
-		DATE	BY				
METER SHOP	(619) 527-7449						
Meter Information		Application Date	Reque	ested Install Date:			
Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. I	Map Location or Cons	truction drawing.) <u>Zip:</u>	<u>T.B.</u>	<u>G.B.</u> (CITY USE)			
Specific Use of Water:				and the second state of th			
Any Return to Sewer or Storm Drain, If so , explain:							
Estimated Duration of Meter Use:			Check	Box if Reclaimed Water			
Company Information				n en en sen en e			
Company Name:	anta Antonia kaominina amin'ny fisiana amin'ny faritr'o desima yang ny		na n				
Mailing Address:							
City: State	e: Z	lip:	Phone: ()			
*Business license#	*Con	tractor license#		• • • • • • • • • • • • • • • • • • •			
A Copy of the Contractor's license OR Business	License is requi	red at the time	of meter issua	ince.			
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)			Phone: ()			
Site Contact Name and Title:			Phone: (<u>.</u>			
Responsible Party Name:			Title:				
Cal ID#			Phone: ()			
Signature:	Da	ate:		···			
Guarantees Payment of all Charges Resulting from the use of this Me	ter. Insures that employ	ees of this Organization	understand the prop	per use of Fire Hydrant Meter			
	÷						
Fire Hydrant Meter Removal Requ							
	ŕ	Requested R	emoval Date:	Ĩ			
Provide Current Meter Location if Different from Above:							
Signature:		Title:		Date:			
Phone: ()	Pager:	()	2	5 - 2015 - 2015 - 2015			
City Meter Private Meter							
Contract Acct #:	Deposit Amount:	\$ 936.00	Fees Amount:	\$ 62.00			
Meter Serial #	Meter Size:)5	Meter Make ar	nd Style: 6-7			
·			Backflow	н			

Backflow Size:

Signature:

Backflow #

Name:

Make and Style:

Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

Name of Responsible Party Company Name and Address Account Number:

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

.

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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#:





Item # Item Description			Contract Authorization F					Previous Totals To Date This Estimate Totals to Date							te
	•	Unit	Price	Qty	-	tension	%/QTY		mount	%/01	Amou	unt	% / QTY		Amount
1					\$	-		\$			\$	-	0.00	\$	-
2					\$	-		\$			\$	-	0.00%	\$	-
3					\$	-		\$			\$	-	0.00%	\$	-
4					\$	-		\$	-		\$	-	0.00%	\$	-
5		\downarrow			\$	-		\$	-		\$	-	0.00%	\$	-
6					\$	-		\$	-		\$	-	0.00%	\$	-
7					\$	-		\$	-		\$	-	0.00%	\$	-
8					\$	-		\$	-		\$	-	0.00%	\$	-
5					\$			\$	-		\$	-	0.00%	\$	-
6					\$			\$	-		\$	-	0.00%	\$	-
7		+			\$	-		\$	-		\$	-	0.00%	\$	-
8		+			\$			\$	-		\$	-	0.00%	\$	-
9					\$	-		\$	-		\$ \$	-	0.00%	\$	-
10 11					3	-		ֆ \$	-		<u>ې</u> \$	-	0.00%	\$ \$	-
12					\$			۶ ۶	-		\$ \$	-	0.00%	э \$	-
12		+			\$			۹ \$	-		\$	-	0.00%	۹ \$	-
14					\$	-		\$	-		\$	-	0.00%	\$	-
15					\$			\$	-		\$	-	0.00%	\$	-
16		+ +			\$	-		\$	-		\$	-	0.00%	\$	-
	d Orders				\$	-		\$	-		\$	-	0.00%	\$	_
		1 1			\$	-		\$	-		\$	-	0.00%	\$	-
CHA	NGE ORDER No.				\$	-		\$	-		\$	-	0.00%	\$	-
					\$	-		\$	-		\$	-	0.00%	\$	-
	Total Authorized Amou	nt (inclu	ding approved Char	ige Order)	\$	-		\$	-		\$	-	Total Billed	\$	-
	SUMMARY				•	•							-		
A. 0	Priginal Contract Amount		\$ -	I	certify tha	t the materia	ls	Retention and/or Escrow Payment Schedule							
B. At	pproved Change Order #00 Thru #00		<u>s</u> -	ha	ve been re	eceived by me	in	Total Retention Required as of this billing (Item E)							\$0.00
	otal Authorized Amount (A+B)		\$ -		quality and quantity specified								\$0.00		
	Total Billed to Date		\$ -	-				Add'I Amt to Withhold in PO/Transfer in Escrow:							\$0.00
	ess Total Retention (5% of D)		\$ -	Resident Engineer			Amt to Release to Contractor from PO/Escrow:								
	ess Total Previous Payments		\$ -	1		-								1	
	ayment Due Less Retention		\$0.00	1	Construct	tion Engineer									
	H. Remaining Authorized Amount \$0.00			Contractor Signature and Date:											

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

Construction of Father Joe Village Shelter Appendix D - Sample City Invoice with Cash Flow Forecast

APPENDIX E

LOCATION MAP



Date: February 14, 2019

Construction of Father Joe Village Shelter Appendix E - Location Map



APPENDIX F

SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY





CONSTRUCTION NOTICE PROJECT TITLE

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

community.

The work will consist of:

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

How your neighborhood may be impacted:

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

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

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







CONSTRUCTION NOTICE PROJECT TITLE

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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.

This information is available in alternative formats upon request.

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. Construction of Fateher Joe Village Shelter Appendix F - Sample of Public Notice

APPENDIX G

FIRE PROTECTION PRODUCT SUBMITTAL

Fire Protection Product Submittal

FATHER JOE'S HOMELESS SHELTER

San Diego, California

JH Project # 1JGM19008.000.000


Fire Sprinkler Pipe

Schedule 10 and Schedule 40

Submittal Data Sheet



FM Approved and Fully Listed Sprinkler Pipe

Wheatland's Schedule 10 and Schedule 40 steel fire sprinkler pipe is FM Approved and UL, C-UL and FM Listed.

Approvals and Specifications

Both products meet or exceed the following standards:

- ASTM A135, Type E, Grade A (Schedule 10)
- ASTM A795, Type E, Grade A (Schedule 40)
- NFPA 13

Manufacturing Protocols

Schedule 10 and Schedule 40 are subjected to the toughest possible testing protocols to ensure the highest quality and long-lasting performance.

Finishes and Coatings

All Wheatland black steel fire sprinkler pipe up to 6" receives a proprietary mill coating to ensure a clean, corrosion-resistant surface that outperforms and outlasts standard lacquer coatings. This coating allows the pipe to be easily painted, without special preparation. Schedule 10 and Schedule 40 can be ordered in black, or with hot-dip galvanizing, to meet FM/UL requirements for dry systems that meet the zinc coating specifications of ASTM A795 or A53. All Wheatland galvanized material is also UL Listed.

Product Marking

Each length of Wheatland fire sprinkler pipe is continuously stenciled to show the manufacturer, type of pipe, grade, size and length. Barcoding is acceptable as a supplementary identification method.

SCHEDULE 10 SPECIFICATIONS

	NPS	NOM	OD	NOM	1 ID	Nomi WA		NOM		UL	PIECES
		ín.	mm	In.	mm	in.	mm	lbs./ft.	kg/m	CRR*	Lift
	11⁄4	1,660	42,2	1,442	36.6	109	2,77	1,81	2,69	7.3	61
	1½	1,900	48,3	1.682	42,7	.109	2.77	2.09	3.11	5.8	61
	2	2.375	60.3	2.157	54.8	.109	2,77	2.64	3.93	4.7	37
	21⁄2	2.875	73.0	2.635	66.9	.120	3.05	3.53	5.26	3,5	30
	3	3.500	88.9	3 260	82.8	.120	3.05	4.34	6.46	2.6	19
\rightarrow	4	4.500	114,3	4.260	108.2	.120	3.05	5,62	8.37	1.6	19
	5	5.563	141.3	5.295	134,5	134	3,40	7,78	11,58	1.5	13
	6	6,625	168,3	6.357	161,5	.134	3.40	9,30	13,85	1.0	10
	8	8.625	219.1	8.249	209.5	.188	4.78	16.96	25.26	2,1	7

* Calculated using Standard UL CRR formula, UL Fire Protection Directory, Category VIZY.

* The CRR is a ratio value used to measure the ability of a pipe to withstand corrosion.

Threaded Schedule 40 steel pipe is used as the benchmark (value of 1.0).

SCHEDULE 40 SPECIFICATIONS

NPS	NOM	1 OD	NO	1 ID			NOM WEI		UL	PIECES
	in.	mm	In.	mm	in.	mm	lbs./ft.	kg/m	CRR*	Lift
<u>→ 1</u>	1.315	33.4	1.049	26.6	.133	3.38	1.68	2,50	1.00	70
11/4	1.660	42.2	1,380	35.1	.140	3.56	2,27	3.39	1.00	51
<u>→</u> 1½	1.900	48.3	1.610	40.9	.145	3.68	2.72	4.05	1.00	44
2	2.375	60.3	2.067	52.5	.154	3.91	3.66	5.45	1.00	30

* Calculated using Standard UL CRR formula, UL Fire Protection Directory, Category VIZY.

The CRR is a ratio value used to measure the ability of a pipe to withstand corrosion. Threaded Schedule 40 steel pipe is used as the benchmark (value of 1.0).



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JMC STEEL GROUP

SUBMITTAL INFORMATION

PROJECT:	CONTRACTOR:	DATE:
ENGINEER:	SPECIFICATION REFERENCE:	SYSTEM TYPE:
LOCATIONS:	COMMENTS:	
BLACK	HOT-DIP GALVANIZED	
	South Dock Street Sharon, PA 16146	Wheatland Tube

P 800 257 8182 | F 724.346 7260 | info@ wheatland com | wheatland com

Construction of Father Joe Village Shelter

Appendix G - Fire Protection Product Submittal

FIRE & WATERWORKS

Series IBR

In-Building Risers Sizes: 4" – 10" (100 – 250mm)





Features

- Cost savings
- Corrosion resistant stainless steel construction, type 304
- Ease of installation and light weight allows one person to position and handle the riser
- Minimal site preparation; joint restraint one-piece construction reduces time and labor; no missing parts, no leaks; easily identifiable for approvals
- · Includes Test Cap and Coupler
- UL/FM approved
- Sizes: available in 4" 10" (100-250mm) with various lengths to meet all local requirements
- Designed to meet NFPA 24-2007
 Section 10.6.5
- AWWA C900 Inlet/DIP
- AWWA C606 Outlet

Series IBR In-Building Risers are used to connect the main fire supply to the building overhead fire system. The fitting passes under the foundation without joints and extends up through the floor. Provided with installation tabs, the unit has a CIPS (Cast Iron Pipe Size) coupler for easy connection to the underground supply (AWWA C900 PVC and Ductile Iron Pipe) and industry standard grooved-end connection (AWWA C606) on the building side for easy connection to the overhead fire sprinkler system.

Ames In-Building Risers are precision engineered and manufactured to provide exceptional reliability and reduce installation time & labor costs associated with field assembly. In accordance with NFPA 24-2007, the UL/FM approved In-Building Risers replace numerous fittings, elbows & spools and reduces the possibility of leaks or failure in comparison to traditional installation methods and materials. Factory tested integrity ensures the highest quality installation. The use of stainless steel significantly increases the reliability and life of the riser.

*The wetted surface of this product contacted by consumable water contains less than one quarter of one percent (0.25%) of lead by weight.

Job Name	_ Contractor
Job Location	_ Approval
Engineer	_ Contractor's P.O. No
Approval	Representative

Ames product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact Ames Technical Service. Ames reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on Ames products previously or subsequently sold.

www.amesfirewater.com

Specifications

In-Building Riser shall be installed as indicated on the plans. Riser shall be composed of a single extended 90 degree fitting of fabricated 304 stainless steel tubing, maximum working pressure 200psi (14 bar). The fitting shall have a grooved-end connection on the outlet (building) side and a CIPS coupler on the inlet (underground) side. The grooved end shall include a coupler and cap to facilitate testing of the underground piping. The In-Building Riser shall be an Ames Fire & Waterworks Series IBR.

HKQA (4"-10")

Approvals

Fittings FM class 1920

UL

Dimensions – Weights



				50					
		Α (OD)		В		С		
in.	тт	īn.	тт	ft.	ст	ft.	СП	lbs.	kg
4	100	41/2	114	6	183	6	183	71	32
6	150	65/8	168	6	183	6	183	98	44
8	200	85/8	219	6	183	6	183	129	59
10	250	103⁄4	273	6	183	6	183	202	92

Consult factory for custom leg dimensions.

Standards

NFPA — Designed to allow the contractor to conform to NFPA 24-2007 Section 10.6.5:

Where a riser is close to building foundations, underground fittings of proper design and type shall be used to avoid pipe joints being located under the foundations.

NFPA 24-2007, 10.1.1, 10.6.7

End Connections

Horizontal End: Mates with Ductile Iron Pipe and AWWA C900 Pipe (PVC Pipe with Ductile Iron Pipe Equivalent OD's)

Utilizes Gasket conforming to UL 157 with "Lock in" gasket configuration

SIZE	(DN)	MATING PIPE OD				
in.	mm	In,	mm			
4	100	4.8	122			
6	150	6.9	175			
8	200	9.1	230			
10	250	11.1	282			

Vertical End:

Meets AWWA C-606 dimensions for roll grooved pipe Meets AWWA C-207 class D for flanges

Ratings

Meets AWWA C-900 pressure class 200, DR 14 Pipe

Testing

www.amesfirewater.com

Welds are 100% leak tested at the factory

	S	IZE	DESIGN PROOF PRESSURE				
	În.	тт	psi	bar			
-	4	100	1000	70			
	6	150	1000	70			
	8	200	800	56			
	10	250	800	56			

IMPORTANT: Inquire with governing authorities for local installation requirements.



A Watts Water Technologies Company



USA: Backflow- Tel: (916) 928-0123 • Fax: (916) 928-9333 Control Valves- Tel: (713) 943-0688 • Fax: (713) 944-9445 Canada: Tel: (905) 332-4090 • Fax: (905) 332-7068

© 2012 Ames Fire & Waterworks 73 | Page

ES-A-InBuildingRiser 1235 Construction of Father Joe Village Shelter Appendix G – Fire Protection Product Submittal



Worldwide Contacts

Model BFV-300/BFV-300C Butterfly Valve Grooved End

General Description

The TYCO Models BFV-300 and BFV-300C Grooved End Butterfly Valves are indicating type valves designed for use in fire protection systems where a visual indication of open or closed valve condition is required. They are used, for example, as system, sectional and pump water control valves. They have grooved inlet and outlet connections that are suitable for use with grooved end pipe couplings listed or approved for fire protection systems.

For applications requiring supervision of the open or closed state of the valve, the Gear Operators for the Model BFV-300/BFV-300C Butterfly Valves feature two sets of factory installed internal switches each having SPDT contacts (Ref. Figure 3). The supervisory switches transfer their electrical contacts when there is movement from the open or closed disc position during the first two revolutions of the handwheel.

NOTICE

The Model BFV-300/BFV-300C Grooved End Butterfly Valves described herein must be installed and maintained in compliance with this document, as well as with the applicable standards of the National Fire Protection Association, in addition to the standards of any other authorities having jurisdiction. Failure to do so may impair the performance of these devices.

The owner is responsible for maintaining their fire protection system and devices in proper operating condition. Contact the installing contractor or product manufacturer with any questions.

Technical Data

Approvals UL Listed FM Approved CE Certified VdS Approved Russian Fire Certificate CNPP R1 Listed–APSAD Listed by California State Fire Marshall

Refer to Tables A, B and C for applicability.

All laboratory listings and approvals are for indoor and outdoor use.

Sizes

2-12 Inch (DN50-DN300)

UL/FM Maximum Working Pressure 2-8 Inch (DN50-DN200).... 300 psi (20,7 bar) 10-12 Inch (DN250-DN300) ... 175 psi (12,1 bar)

VdS Maximum Working Pressure

2-8 Inch (DN50-	-DN200) 🤉	300	psi (20,7	bar)
10 Inch (DN250)		232	psi (16,0	bar)
12 Inch (DN300)	0.0010.0000	.175	psi (12,1	bar)

Maximum Working Temperature 212°F (100°C) in accordance with UL 1091

Materials of Construction

Body Ductile Iron Body Coating RILSAN PA11 Black Disc Ductile Iron Disc Seal EPDM Encapsulated Upper & Lower Stem Stainless Steel Handwheel Ductile Iron (BFV-300 red painted; BFV-300C black painted) Actuator, 2–6 Inch (DN50–DN150):

- IP 65, bronze traveling nut gearbox, ductile iron housing
- Actuator, 8-12 Inch (DN200-DN300):
- IP 65, brass segmented gearbox, ductile iron housing

Silicone Free Model Availability

Silicone free models are available. Contact Tyco sales for information.

Tapping Bosses

Two factory-plugged NPT threaded tapping bosses in the valve body are located on the up- and downstream sides of the disc for connection to valve trim. Tapping boss sizes:

Control Valve Seat Leakage Class IEC 60534-4

CLASS VI (Type C) Control Valve Seat Leakage according to ANSI/FCI 70-2-2006 (ASME B16.104)



MODEL BFV-300 WITH OPEN SUPERVISORY SWITCHES



MODEL BFV-300C WITH CLOSED SUPERVISORY SWITCHES





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Nominal	Pipe	Mary	Part N	umber	1			Ager	ncy Listin	g/Appr	oval	
Valve Size Inches (DN)	O.D. Inches (mm)	Max. PSI (bar)	BFV-300 Supv. Switch OPEN	BFV-300C Supv. Switch CLOSED	CE	UL	FM	VdS	CA Fire Marshall	CNPP	PAVUS	Russian Fire Cert.
2 (DN50)	2.38 (60,3)	300 (20,7)	59300G020WS	59300G020WSC	\checkmark	1		1			1	1
2-1/2 (DN65)	2.88 (73,0)	300 (20,7)	59300G025WS	59300G025WSC	1	1	1	1	✓		1	1
_ DN65	3 76,1	300 (20,7)	59300G026WS	59300G026WSC	1	1	1	1			1	~
3 (DN80)	3,5 (88,9)	300 (20,7)	59300G030WS	59300G030WSC	1	✓	1	\checkmark	✓		✓	~
4 (DN100)	4.5 (114,3)	300 (20,7)	59300G040WS	59300G040WSC	\checkmark	\checkmark	\checkmark	1	\checkmark		1	1
 DN125	5.5 (139,7)	300 (20,7)	59300G056WS	59300G056WSC	1	1	1	1			1	1
5 (DN125)	5.56 (141,3)	300 (20,7)	59300G050WS	59300G050WSC	1	1	1	1	1		√	1
 DN150	6.5 (165,1)	300 (20,7)	59300G066WS	59300G066WSC	✓	✓	1	1			1	1
6 (DN150)	6.63 (168,3)	300 (20,7)	59300G060WS	59300G060WSC	1	1	1	1	1		1	~
8 (DN200)	8.63 (219,1)	300 (20,7)	59300G080WS	59300G080WSC	\checkmark	\checkmark	1	1	1		1	~
10 (DN250)	10.75 (273)	175 (12,1)	59300G100WS	59300G100WSC	✓	✓	1	\checkmark	1		1	1
12 (DN300)	12.75 323,9	175 (12,1)	59300G120WS	59300G120WSC	1	1		\checkmark			√	~

TABLE A

MODEL BFV-300/BFV-300C GROOVED END BUTTERFLY VALVE WITH INTERNAL SUPERVISORY SWITCHES PART NUMBER SELECTION AND AGENCY LISTINGS/APPROVALS

Nominal	Pipe		Part N	lumber	Agency	Listing//	pproval
Valve Size Inches (DN)		Max. PSí (bar)	BFV-300 Supv. Switch OPEN	BFV-300C Supv. Switch CLOSED	CE	VdS	CNPP
2 (DN50)	2.38 (60,3)	300 (20,7)	59300G020AWS	59300G020AWSC	\checkmark	1	1
2-1/2 (DN65)	2.88 (73,0)	300 (20,7)	59300G025AWS	59300G025AWSC	\checkmark	\checkmark	✓
_ DN65	3 76,1	300 (20,7)	59300G026AWS	59300G026AWSC	✓	1	1
3 (DN80)	3,5 (88,9)	300 (20,7)	59300G030AWS	59300G030AWSC	~	1	1
4 (DN100)	4.5 (114,3)	300 (20,7)	59300G040AWS	59300G040AWSC	~	1	1
DN125	5.5 (139,7)	300 (20,7)	59300G056AWS	59300G056AWSC	1	~	1
5 (DN125)	5.56 (141,3)	300 (20,7)	59300G050AWS	59300G050AWSC	✓	✓	~
DN150	6.5 (165,1)	300 (20,7)	59300G066AWS	59300G066AWSC	1	~	1
6 (DN150)	6.63 (168,3)	300 (20,7)	59300G060AWS	59300G060AWSC	\checkmark	1	1
8 (DN200)	8.63 (219,1)	300 (20,7)	59300G080AWS	59300G080AWSC	~	~	1
10 (DN250)	10.75 (273)	175 (12,1)	59300G100AWS	59300G100AWSC	\checkmark	✓	
12 (DN300)	12.75 323,9	175 (12,1)	59300G120AWS	59300G120AWSC	1	√	~

TABLE B MODEL BFV-300/BFV-300C GROOVED END BUTTERFLY VALVE WITH CNPP-APSAD LARGE 100 X 100 MM FLAG AND INTERNAL SUPERVISORY SWITCHES PART NUMBER SELECTION AND AGENCY LISTINGS/APPROVALS

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Nominal	Pipe			Agency Listing/Approval							
Valve Size Inches (DN)	O.D. Inches (mm)	Max. PSI (bar)	Part Number	CE	UL	FM	VdS	CA Fire Marshall	CNPP	PAVUS	Russian Fire Cert.
2 (DN50)	2.38 (60,3)	300 (20,7)	59300G020NS	\checkmark	1		1			1	\checkmark
2-1/2 (DN65)	2.88 (73.0)	300 (20,7)	59300G025NS	1	1	1	1	~		1	\checkmark
 DN65	3 76,1	300 (20,7)	59300G026NS	1	1	1	1			1	\checkmark
3 (DN80)	3,5 (88,9)	300 (20,7)	59300G030NS	1	1	1	\checkmark	✓		✓	\checkmark
4 (DN100)	4.5 (114,3)	300 (20,7)	59300G040NS	1	1	1	1	1		1	\checkmark
 DN125	5.5 (139,7)	300 (20,7)	59300G056NS	1	1	1	\checkmark			1	1
5 (DN125)	5.56 (141,3)	300 (20,7)	59300G050NS	1	\checkmark	1	\checkmark	1		1	√
 DN150	6.5 (165,1)	300 (20,7)	59300G066NS	1	1	1	1			✓	\checkmark
6 (DN150)	6.63 (168,3)	300 (20,7)	59300G060NS	1	1	1	1	1		✓	1
8 (DN200)	8.63 (219,1)	300 (20,7)	59300G080NS	1	1	1	1	\checkmark		\checkmark	\checkmark
10 (DN250)	10.75 (273)	175 (12,1)	59300G100NS	1	1	1	1	\checkmark		1	√
12 (DN300)	12.75 323,9	175 (12,1)	59300G120NS	1	1		1			1	√

TABLE C MODEL BFV-300 GROOVED END BUTTERFLY VALVE WITHOUT INTERNAL SUPERVISORY SWITCHES PART NUMBER SELECTION AND AGENCY LISTINGS/APPROVALS

			Part N	umber	
Nominal Valve Size Inches (DN)	Gear Operator Type	Mounting Bracket with Mounting Bolts	Bernstein i88-IP65 Regular Switch	Bernstein i88-IP65 LED Switch 24V	Bernstein GC-SU1Z Ex IP-66/67 ATEX (Ex II2G Ex dIIC T6 Gb) Switch
2-4 (DN50-DN100)	Travelling	59300SPBRACKET10			
5–6 (DN125–DN200)	Nut	59300SPBRACKET20	59300SPSW	59300SPSWLED	59300SPSWATEX
8 (DN200)	Segmented	59300SPBRACKET25	59300SP3W		59300SPSWATEX
10–12 (DN250–DN300)	Gear	59300SPBRACKET30			



Installation

The Model BFV-300/BFV-300C Grooved End Butterfly Valves may be installed with flow in either direction and can be positioned either horizontally or vertically.

The grooved end pipe couplings used with the Model BFV-300/BFV-300C must be listed or approved for fire protection service and installed in accordance with the manufacturers instructions.

The Model BFV-300/BFV-300C Butterfly Valve may be installed with any schedule of pressure class of pipe or tubing that is listed or approved for fire protection.

Conduit and electrical connections are to be made in accordance with the authority having jurisdiction and/ or the National Electrical Code. With reference to Figure 3, the supervisory switch is intended for connection to the supervisory circuit of a fire alarm control panel in accordance with NFPA 72. The auxiliary switch is intended for the unsupervised connection to auxiliary equipment in accordance with NFPA 70, National Electric Code.

NOTE: For outdoor applications with internal supervisory switches, it is recommended that wiring connections be made at a temperature above 15°F (-9°C), in order to insure sufficient flexibility of the wire lead insulation.

Care and Maintenance

Before closing a fire protection system control valve for maintenance or inspection work on either the valve or fire protection system which it controls, permission to shut down the affected fire protection systems must be obtained from the proper authorities and all personnel who may be affected by this decision must be notified.

The owner is responsible for the inspection, testing, and maintenance of their fire protection system and devices in accordance with the applicable standards of the National Fire Protection Association (e.g., NFPA 25), in addition to the standards of any authority having jurisdiction. Contact the installing contractor or product manufacturer with any questions. Any impairment must be immediately corrected.

It is recommended that automatic sprinkler systems be inspected, tested, and maintained by a qualified inspection service.

Nominal Valve Size	Part Number					
Inches (DN)	BFV-300, Red Painted	BFV-300C, Black Painted				
2-4 (DN50-DN100)	59300SPHWHEEL10	59300SPHWHEEL10B				
5-8 (DN125-DN200)	59300SPHWHEEL20	59300SPHWHEEL20B				
10-12 (DN250-DN300)	59300SPHWHEEL30	59300SPHWHEEL30B				

TABLE E BFV-300/BFV-300C GROOVED END BUTTERFLY VALVE REPLACEMENT HANDWHEEL PART NUMBER SELECTION

Limited Warranty

For warranty terms and conditions, visit www.tyco-fire.com.

Ordering Procedure

Contact your local distributor for availability. When placing an order, indicate the full product name and Part Number (P/N).

Butterfly Valves

Model BFV-300 with Internal Open Supervisory Switches Specify: (specify size) Model BFV-300 Grooved End Butterfly Valve, Internal Open Supervisory Switches, P/N (specify per Table A)

Model BFV-300C with Internal Closed Supervisory Switches Specify: (specify size) Model BFV-300C Grooved End Butterfly Valve, Internal Closed Supervisory Switches, P/N (specify per Table A)

Model BFV-300 with Internal Open Supervisory Switches, APSAD Approved

Specify: (specify size) Model BFV-300 Grooved End Butterfly Valve, Internal Open Supervisory Switches, APSAD Approved, P/N (specify per Table B)

Model BFV-300C with Internal Closed Supervisory Switches, APSAD Approved

Specify: (specify size) Model BFV-300C Grooved End Butterfly Valve, Internal Closed Supervisory Switches, APSAD Approved, P/N (specify per Table B)

Model BFV-300 without Internal Supervisory Switches

Specify: (specify size) Model BFV-300 Grooved End Butterfly Valve, P/N (specify per Table C)

Accessories

External Supervisory Switch and Mounting Bracket

Note: Accessory external supervisory switches and mounting brackets are applicable only to valves without factory-installed internal supervisory switches.

Refer to Table D for switch models and part numbers.

Specify: (specify size) Model BFV-300 Grooved End Butterfly Valve External Switch Mounting Bracket, P/N (specify), with (specify quantity) Bernstein External Switch (specify model), P/N (specify)

Replacement Parts

Note: Only items described in this section are offered as replacement parts.

Handwheel

Replacement handwheel includes pin. Refer to Table E for part numbers.

Model BFV-300, Red Painted

Specify: Handwheel, (specify size) Model BFV-300 Grooved End Butterfly Valve, P/N (specify)

Model BFV-300C, Black Painted Specify: Handwheel, (specify size) Model BFV-300C Grooved End Butterfly Valve, P/N (specify) **TFP1511** Page 8 of 8

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tyco.

Series TY-FRB, 5.6 K-factor Upright, Pendent, and Recessed Pendent Sprinklers Quick Response, Standard Coverage

General Description

The TYCO Series TY-FRB, 5.6 K-factor, Upright (TY313) and Pendent (TY323) Sprinklers described in this data sheet are quick response, standard coverage, decorative 3 mm glass bulb-type spray sprinklers designed for use in light or ordinary hazard, commercial occupancies such as banks, hotels, and shopping malls.

The recessed version of the Series TY-FRB Pendent Sprinkler, where applicable, is intended for use in areas with a finished ceiling. This recessed pendent sprinkler uses one of the following:

- A two-piece Style 15 Recessed Escutcheon with recessed adjustment up to 5/8 in. (15,9 mm) from the flush pendent position.
- A two-piece Style 20 Recessed Escutcheon with recessed adjustment up to 1/2 in. (12,7 mm) from the flush pendent position.

The adjustment provided by the Recessed Escutcheon reduces the accuracy to which the fixed pipe drops to the sprinklers must be cut.

Intermediate level versions of Series TY-FRB Sprinklers are described in Technical Data Sheet TFP357. Sprinkler guards and shields are described in Technical Data Sheet TFP780.

IMPORTANT

Refer to Technical Data Sheet TFP2300 for warnings pertaining to regulatory and health information.

Always refer to Technical Data Sheet TFP700 for the "INSTALLER WARNING" that provides cautions with respect to handling and installation of sprinkler systems and components. Improper handling and installation can permanently damage a sprinkler system or its components and cause the sprinkler to fail to operate in a fire situation or cause it to operate prematurely.

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NOTICE

The TYCO Series TY-FRB Sprinklers described herein must be installed and maintained in compliance with this document, as well as with the applicable standards of the National Fire Protection Association, in addition to the standards of any other authorities having jurisdiction. Failure to do so may impair the performance of these devices.

The owner is responsible for maintaining their fire protection system and devices in proper operating condition. Contact the installing contractor or product manufacturer with any questions.

Sprinkler Identification Number (SIN)

TY313.... Upright 5.6K, 1/2 in. NPT TY323....Pendent 5.6K, 1/2 in. NPT

Technical Data

Approvals Refer to Table A

Maximum Working Pressure 175 psi (12.1 bar) 250 psi (17.2 bar)*

* The maximum working pressure of 250 psi (17.2 bar) only applies to the listing by Underwriters Laboratories, Inc. (UL).

Discharge Coefficient K=5.6 GPM/psi^{1/2} (80,6 LPM/bar^{1/2})

Temperature Rating Refer to Table A

Finishes

Sprinkler: Refer to Table B

Recessed Escutcheon: White Coated, Black Coated, Chrome Plated, or Brass Plated

Physical Characteristics

Frame Bronze Bronze Button Brass/Copper Sealing Assembly Stainless Steel w/TEFLON Bulb Glass Compression Screw Bronze Bro







Operation

The glass bulb contains a fluid which expands when exposed to heat. When the rated temperature is reached, the fluid expands sufficiently to shatter the glass bulb, allowing the sprinkler to activate and water to flow.

Design Criteria

The TYCO Series TY-FRB, 5.6 K-factor, Upright (TY313) and Pendent (TY323) Sprinklers are intended for fire protection systems designed in accordance with the standard installation rules recognized by the applicable Listing or Approval agency (such as, UL Listing is based on the requirements of NFPA 13, and FM Approval is based on the requirements of FM's Loss Prevention Data Sheets). Only the Style 15 or Style 20 Recessed Escutcheon is to be used for recessed pendent installations.

Construction of Father Joe Village Shelter Appendix G – Fire Protection Product Submittal

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Installation

The TYCO Series TY-FRB, 5.6 K-factor, Upright (TY313) and Pendent (TY323) Sprinklers must be installed in accordance with this section.

General Instructions

Do not install any bulb-type sprinkler if the bulb is cracked or there is a loss of liquid from the bulb. With the sprinkler held horizontally, a small air bubble should be present. The diameter of the air bubble is approximately 1/16 in. (1,6 mm) for the 135°F (57°C) and 3/32 in. (2,4 mm) for the 286°F (141°C) temperature ratings.

A leak-tight 1/2 in. NPT sprinkler joint should be obtained by applying a minimum to maximum torque of 7 to 14 lb-ft (9,5 to 19,0 N·m). Higher levels of torque can distort the sprinkler Inlet with consequent leakage or impairment of the sprinkler.

Do not attempt to compensate for insufficient adjustment in the Escutcheon Plate by under- or over-tightening the sprinkler. Re-adjust the position of the sprinkler fitting to suit.

Upright and Pendent Sprinklers The Series TY-FRB Upright and Pendent Sprinklers must be installed in accordance with the following instructions.

Step 1. Install Pendent sprinklers in the pendent position. Install upright sprinklers in the upright position.

Step 2. With pipe-thread sealant applied to the pipe threads, hand-tighten the sprinkler into the sprinkler fitting.

Step 3. Tighten the sprinkler into the sprinkler fitting using only the W-Type 6 Sprinkler Wrench (Figure 2). With reference to Figure 1, apply the W-Type 6 Sprinkler Wrench to the wrench flats. Torque sprinklers 7 to 14 lb-ft (9,5 to 19,0 N·m).

Recessed Pendent Sprinklers

The Series TY-FRB Recessed Pendent Sprinklers must be installed in accordance with the following instructions.

Step A. After installing the Style 15 or Style 20 Mounting Plate over the sprinkler threads, and with pipe-thread sealant applied to the pipe threads, hand-tighten the sprinkler into the sprinkler fitting.

Step B. Tighten the sprinkler into the sprinkler fitting using only the W-Type 7 Recessed Sprinkler Wrench (Figure 3). With reference to Figure 1, apply the W-Type 7 Recessed Sprinkler Wrench to the sprinkler wrench flats. Torque sprinklers 7 to 14 lb-ft (9,5 to $19,0 \text{ N} \cdot \text{m}$).

Step C. After ceiling installation and finishing, slide on the Style 15 or Style 20 Closure over the Series TY-FRB Sprinkler and push the Closure over the Mounting Plate until its flange comes in contact with the ceiling.

Care and Maintenance

The TYCO Series TY-FRB, 5.6 K-factor, Upright (TY313) and Pendent (TY323) Sprinklers must be maintained and serviced in accordance with this section.

Before closing a fire protection system main control valve for maintenance work on the fire protection system that it controls, obtain permission to shut down the affected fire protection systems from the proper authorities and notify all personnel who may be affected by this action.

Absence of the outer piece of an escutcheon, which is used to cover a clearance hole, can delay sprinkler operation in a fire situation.

The owner must assure that the sprinklers are not used for hanging any objects and that the sprinklers are only cleaned by means of gently dusting with a feather duster; otherwise, nonoperation in the event of a fire or inadvertent operation may result.

Sprinklers which are found to be leaking or exhibiting visible signs of corrosion must be replaced.

Automatic sprinklers must never be painted, plated, coated, or otherwise altered after leaving the factory. Modified sprinklers must be replaced. Sprinklers that have been exposed to corrosive products of combustion, but have not operated, should be replaced if they cannot be completely cleaned by wiping the sprinkler with a cloth or by brushing it with a soft bristle brush.

Care must be exercised to avoid damage to the sprinklers before, during, and after installation. Sprinklers damaged by dropping, striking, wrench twist/slippage, or the like, must be replaced. Also, replace any sprinkler that has a cracked bulb or that has lost liquid from its bulb. (Ref. Installation Section.)

The owner is responsible for the inspection, testing, and maintenance of their fire protection system and devices in compliance with this document, as well as with the applicable standards of the National Fire Protection Association (e.g., NFPA 25), in addition to the standards of any other authorities having jurisdiction. Contact the installing contractor or product manufacturer with any questions.

Automatic sprinkler systems are recommended to be inspected, tested, and maintained by a qualified Inspection Service in accordance with local requirements and/or national codes.





Limited Warranty

For warranty terms and conditions, visit www.tyco-fire.com.

Ordering Procedure

Contact your local distributor for availability. When placing an order, indicate the full product name and Part Number (P/N).

Sprinkler Assemblies with NPT Thread Connections

Specify: Series TY-FRB Upright or Pendent (specify) Sprinkler, SIN (specify), K=5.6, Quick Response, (specify) temperature rating, (specify) finish, P/N (specify, refer to Table A). **Recessed Escutcheon**

Specify: Style 15 Recessed Escutcheon with (specify*) finish, P/N (specify*)

Specify: Style 20 Recessed Escutcheon with (specify*) finish, P/N (specify*)

* Refer to Technical Data Sheet TFP770

Sprinkler Wrench Specify: W-Type 6 Sprinkler Wrench, P/N 56-000-6-387

Specify: W-Type 7 Sprinkler Wrench, P/N 56-850-4-001

			SPF	te 7)			
K FACTOR	TYPE	TEMPERATURE	BULB LIQUID COLOR	NATURAL BRASS	CHROME PLATED	POLYESTER®	
		135°F (57°C)	Orange		71		
	UPRIGHT (TY313)	155°F (68°C)	Red]			
	` and <i>'</i>	175°F (79°C)	Yellow	1, 2, 3, 4, 5, 6			
	PENDENT (TY323)	→200°F (93°C) Green					
5.6 1/2 in. NPT		286°F (141°C)	Blue				
		135°F (57°C)	Orange				
	RECESSED PENDENT	155°F (68°C)	Red	1			
	(TY323) Figures 4ª and 5 ^b	175°F (79°C)	Yellow		1, 2, 3, 4		
	riguies 4- and 5-	200°F (93°C)	Green	1			



Listed by Underwriters Laboratories, Inc., (UL) as Quick Response Sprinklers.
 Listed by Underwriters Laboratories, Inc., for use in Canada (0-UL) as Quick Response Sprinklers.
 Approved by Factory Mutual Research Corporation (FM) as Quick Response Sprinklers.
 Approved by the City of New York under MEA 354-01-E.

Approved by the City of New York much out of York.
 VdS Approved (For details, contact Johnson Controls, Enschede, Netherlands, Tel. 31-53-428-4444/Fax 31-54-428-3377.)
 Approved by the Loss Prevention Certification Board (LPCB Ref. No. 094a/06) as Quick Response Sprinklers.
 Where Polyester Coated Sprinklers are noted to be UL and C-UL Listed, the sprinklers are UL and C-UL Listed as Corrosion-Resistant Sprinklers.

Installed with Style 15 (1/2 in. NPT) 5/8 in. Total Adjustment Recessed Escutcheon, as applicable.
 Installed with Style 20 (1/2 in. NPT) 1/2 in. Total Adjustment Recessed Escutcheon, as applicable.

c. Frame and Deflector only Listings and approvals apply to color (Special Order).

TABLE A LABORATORY LISTINGS AND APPROVALS FOR **5.6 K-FACTOR SPRINKLERS**



1400 Pennbrook Parkway, Lansdale, PA 19446 | Telephone +1-215-362-0700

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CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION OFFICE OF THE STATE FIRE MARSHAL FIRE ENGINEERING - BUILDING MATERIALS LISTING PROGRAM

LISTING SERVICE



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LISTING No. 7770-0328:0001

CATEGORY: 7770 -- VALVES/SWITCHES

LISTEE: Potter Electric Signal Co1609 Park 370 Place, Hazelwood, 63042 United States Contact: Bill Witherspoon (314) 595-6900 Fax (314) 595-6999 Email: BillW@pottersignal.com

DESIGN: Vane and pressure type water flow alarm switches listed below. Refer to listee's data sheet for detailed product description and operational considerations.

Vane Types:

VSR-CF	VSR-D	VSR-F	VSR-SF
VSR-FE-2	VS-SP	VS-F	VSR-SFG
VSR-SFT	VSG	VSR	VSR-S
VSR-C	VSR-ST	VSR-SG	

Pressure Type:

WFS-B	WFSR-C	WFSPD-B	PS10
PS-10A	PS-100A	WFSR-F	PS100

INSTALLATION: In ad

In accordance with listee's printed installation instructions, applicable codes and ordinances and in a manner acceptable to the authority having jurisdiction.

- MARKING: Listee's name, model number and UL or FM label.
- APPROVAL: Listed as waterflow alarm switches for use with fire sprinkler systems. Vane models may be used in wet pipe systems; pressure models may be used in wet or dry systems. Model VSR-CF is for use on K, L or M copper pipe (2", 2-1/2", 3", 4") and listed CPVC pipe (2", 2-1/2", 3"). Model VSR-SF for use on 1", 1-1/4", 1-1/2" and *2" steel, copper or listed plastic pipe. Model VSG is for low flow rate. Model VSR-SFG and VSR-SFT are for use on 1", 1-1/4", 1-1/2" and *2" plastic pipe. Models VS-F, VSR-F, VSR-FE and VSR-FE-2 is for use on 2", 2-1/2", 3", 3-1/2", 4", 5", 6", 8" and 10" pipe. *Model VSR is for use on steel pipe sizes from 2" through 8". Vane type switches may be used outdoors when the outdoor temperature never falls below 400F.

Rev*5-17-2007 jw



This listing is based upon technical data submitted by the applicant. CSFM Fire Engineering staff has reviewed the test results and/or other data but does not make an independent verification of any claims. This listing is not an endorsement or recommendation of the item listed. This listing should not be used to verify correct operational requirements or installation criteria. Refer to listee's data sheet, installation instructions and/or other

Date Issued: July 01, 2018

Listing Expires June 30, 2019

Authorized By:

Fire Engineering Division Construction of Father Joe Village Shelter Appendix G – Fire Protection Product Submittal

DAVID CASTILLO, Program Coordinator

CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION OFFICE OF THE STATE FIRE MARSHAL FIRE ENGINEERING - BUILDING MATERIALS LISTING PROGRAM

LISTING SERVICE



LISTING No.	7135-0328:0119	Page 1 of 1
CATEGORY:	7135 AUDIBLE DEVICES	
LISTEE:	Potter Electric Signal Co1609 Park 370 Place, Hazelwood, 63042 United States Contact: Bill Witherspoon (314) 595-6900 Fax (314) 595-6999 Email: BillW@pottersignal.com	
DESIGN:	Models SB624-153075, SB624-75110, PBA246, PBA248, PBA2410, PBA1206, PBA12010, *PBD-126, *PBD-128, *PBD-1210, *PBD-246, *PBD-248, * PBD-241 bells. Suitable for outdoor use when used with Model BBK-1 backbox. Models are powered and available in 6", 8" and 10". Models MBA-6, -8 and -10 bells, suitable use when used with Model BBX-1 backbox. Refer to listee's data sheet for detail description and operational considerations.	I0 vibrating re AC or DC e for outdoor
RATING:	PBA-246, -248, -2410: 24 VAC PBA-1206, -1208, -12010: 120 VAC MBA-6, -8, -10: 12 or 24 VDC *PBD-126, -128, -1210: 12VDC, .12A *PBD-246, -248, -2410: 24VDC, .06A	
INSTALLATION:	In accordance with listee's printed installation instruction, applicable codes & ord and in a manner acceptable to the authority having jurisdiction.	linances,
MARKING:	Listee's name, model number and UL label.	
APPROVAL:	Listed as audible devices for use with separately listed compatible fire alarm con this appliance is required to produce a distinctive three-pulse Temporal Pattern F Evacuation Signal (for total evacuation) in accordance with NFPA 72, 2002 Editi appliance must be used with a fire alarm control unit that can generate the temp signal. Refer to manufacturer's Installation Manual for details.	Fire Alarm on, the

*Revision 01-31-2017 dcc



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Date Issued: July 01, 2018

Listing Expires June 30, 2019

Authorized By:

DAVID CASTILLO, Program Coordinator

Fire Engineering Division Construction of Father Joe Village Shelter Appendix G – Fire Protection Product Submittal CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION OFFICE OF THE STATE FIRE MARSHAL FIRE ENGINEERING - BUILDING MATERIALS LISTING PROGRAM

LISTING SERVICE



LISTING No.	7770-1670:0107	Page 1 of 1
CATEGORY:	7770 VALVES/SWITCHES	
LISTEE:	TYCO FIRE & BUILDING PRODUCTS1467 Elmwood Ave., Cranston, RI 02910 Contact: Linda Volino (401) 781-8220 Ext: 60408 Fax (401) 781-7317 Email: linda.volino@tycofp.com	
DESIGN:	Models BFV300 &BFV300C Grooved and Wafer Butterfly Valves. 2-1/2, 3, 4, 5, 6 NPT. Ductile Iron ASTM A536. Refer to listee's data sheet for detailed product deal and operational considerations.	
RATING:	BFV300/BFV300C have a rated working pressure of 300 psi. Maximum working temperature of 212°F	
INSTALLATION:	In accordance with listee's printed installation instructions, applicable codes & ord and in a manner acceptable to the authority having jurisdiction.	inances
MARKING:	Listee's name, model number, FM label.	
APPROVAL:	Listed as water control butterfly valves for fire protection service. Refer to listee's Instruction Manual for details.	Installation
XLF:	7770-2169:0100	

6-30-16 dc



This listing is based upon technical data submitted by the applicant. CSFM Fire Engineering staff has reviewed the test results and/or other data but does not make an independent verification of any claims. This listing is not an endorsement or recommendation of the item listed. This listing should not be used to verify correct operational requirements or installation criteria. Refer to listee's data sheet, installation instructions and/or other

Date Issued: August 02, 2018

Listing Expires June 30, 2019

Authorized By:

DAVID CASTILLO, Program Coordinator

Fire Engineering Division Construction of Father Joe Village Shelter Appendix G – Fire Protection Product Submittal



BELLS PBA-AC & MBA-DC



UL, ULC, and FM Approved Sizes Available: 6" (150mm), 8" (200mm) and 10" (250mm) Voltages Available: 24VAC 120VAC 12VDC (10.2 to 15.6) Polarized 24VDC (20.4 to 31.2) Polarized Service Use: Fire Alarm General Signaling Burglar Alarm Indoor or outdoor use (See Note 1) **Environment:** -40° to 150°F (-40° to 66°C) (Outdoor use requires weatherproof backbox.) **Termination:** AC Bells - 4 No. 18 AWG stranded wires DC Bells - Terminal strip Finish: Red powder coating **Optional:** Model BBK-1 weatherproof backbox Model BBX-1 deep weatherproof backbox

These vibrating type bells are designed for use as fire, burglar or general signaling devices. They have low power consumption and high decibel ratings. The unit mounts on a standard 4" (101mm) square electrical box for indoor use or on a model BBK-1 weatherproof backbox or BBX-1 deep weatherproof backbox for outdoor applications. Weatherproof backbox model BBK-1, Stock No. 1500001.

Notes:

- Minimum dB ratings are calculated from integrated sound pressure measurements made at Underwriters Laboratories as specified in UL Standard 464. UL temperature range is -30° to 150°F (-34° to 66°C).
- 2. Typical dB ratings are calculated from measurements made with a conventional sound level meter and are indicative of output levels in an actual installation.
- 3. ULC only applies to MBA DC bells.

Size inches (mm)	Voltage	Model Number	Stock Number	Current (Max.)	Typical dB at 10 ft. (3m) (2)	Minimum dB at 10 ft. (3m) (1)
6 (150)	12VDC	MBA126	1750070	.12A	85	76
8 (200)	12VDC	MBA128	1750080	.12A	90	77
10 (250)	12VDC	MBA1210	1750060	.12A	92	78
6 (150)	24VDC	MBA246	1750100	.06A	87	77
8 (200)	24VDC	MBA248	1750110	.06A	91	79
10 (250)	24VDC	MBA2410	1750090	.06A	94	80
6 (150)	24VAC	PBA246	1806024*		91	78
8 (200)	24VAC	PBA248	1808024*	.17A	94	77
10 (250)	24VAC	PBA2410	1810024*	.17A	94	78
6 (150)	120VAC	PBA1206	1806120*	.05A	92	83
8 (200)	120VAC	PBA1208	1808120*	.05A	99	84
10 (250)	120VAC	PBA12010	1810120*	.05A	<mark>99</mark>	<mark>86</mark>

All DC bells are polarized and have built-in transient protection.

* Does not have ULC listing.

A WARNING

In outdoor or wet installations, bell must be mounted with weatherproof backbox, BBK-1 or BBX-1. Standard electrical boxes will not provide a weatherproof enclosure. If the bell and/or assembly is exposed to moisture, it may fail or create an electrical hazard.

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BELLS PBA-AC & MBA-DC

Bells Dimensions Inches (mm) Fig. 1



Wiring (rear view)

Fig. 3

A.C. BELLS



CAUTION: WHEN ELECTRICAL SUPERVISION IS REQUIRED USE IN AND OUT LEADS AS SHOWN.

NOTES:

- I, WHEN USING AC BELLS, TERMINATE EACH EXTRA WIRE SEPARATELY AFTER LAST BELL.
- 2. END-OF-LINE RESISTOR IS NOT REQUIRED ON AC BELLS.



Installation

- 1. The bell shall be installed in accordance with NFPA 13, 72, or local AHJ. The top of the device shall be no less than 90" AFF and not less than 6" below the ceiling.
- 2. Remove the gong.
- 3. Connect wiring (see Fig. 3).
- 4. Mount bell mechanism to backbox (bell mechanism must be mounted with the striker pointing down).
- 5. Reinstall the gong (be sure that the gong positioning pin, in the mechanism housing, is in the hole in the gong).
- 6. Test all bells for proper operation and observe that they can be heard where required (bells must be heard in all areas as designated by the authority having jurisdiction).

WARNING

Failure to install striker down will prevent bell from operating.

Weatherproof Backbox Dimensions Inches (mm) Fig. 2

Box has one threaded 1/2" conduit entrance





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VSR vane type waterflow alarm switch with retard



Specifications subject to change without notice.

	Ordering l	nformation	
Nominal	Pipe Size	Model	Part Number
2"	DN50	VSR-2	1144402
2 1/2"	DN65	VSR-2 1/2	1144425
3"	DN80	VSR-3	1144403
3 1/2"	2	VSR-3 1/2	1144435
4"	DN100	VSR-4	1144404
5"	1	VSR-5	1144405
6"	DN150	VSR-6	1144406
8"	DN200	VSR-8	1144408

Optional: Cover Tamper Switch Kit, stock no. 0090148 **Replaceable Components:** Retard/Switch Assembly, stock no. 1029030

General Information

The Model VSR is a vane type waterflow switch for use on wet sprinkler systems. It is UL Listed and FM Approved for use on steel pipe; schedules 10 through 40, sizes 2" thru 8" (50 mm thru 200 mm). LPC approved sizes are 2" thru 8" (50 mm thru 200 mm). See Ordering Information chart.

The VSR may also be used as a sectional waterflow detector on large systems. The VSR contains two single pole, double throw, snap action switches and an adjustable, instantly recycling pneumatic retard. The switches are actuated when a flow of 10 GPM (38 LPM) or more occurs downstream of the device. The flow condition must exist for a period of time necessary to overcome the selected retard period.

Enclosure

The VSR switches and retard device are enclosed in a general purpose, die-cast housing. The cover is held in place with two tamper resistant screws which require a special key for removal. A field installable cover tamper switch is available as an option which may be used to indicate unauthorized removal of the cover. See bulletin number 5401103 for installation instructions of this switch.

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UL, CUL and CSFM Listed, FM Approved, LPCBApproved, For CE Marked (EN12259-5)/VdS Approved model use VSR-EU Service Pressure: 450 PSI (31 BAR) - UL Flow Sensitivity Range for Signal: 4-10 GPM (15-38 LPM) - UL 18 FPS (5.5 m/s) Maximum Surge: **Contact Ratings:** Two sets of SPDT (Form C) 10.0 Amps at 125/250VAC 2.0 Amps at 30VDC Resistive 10 mAmps min. at 24VDC Conduit Entrances: Two knockouts provided for 1/2" conduit. Individual switch compartments suitable for dissimilar voltages. **Environmental Specifications:** • NEMA 4/IP54 Rated Enclosure suitable for indoor or outdoor use with factory installed gasket and die-cast housing when used with appropriate conduit fitting. • Temperature Range: 40°F - 120°F, (4.5°C - 49°C) - UL · Non-corrosive sleeve factory installed in saddle. Service Use:

Automatic Sprinkler	NFPA-13
One or two family dwelling	NFPA-13D
Residential occupancy up to four stories	NFPA-13R
National Fire Alarm Code	NFPA-72

A WARNING

- Installation must be performed by qualified personnel and in accordance with all national and local codes and ordinances.
- Shock hazard. Disconnect power source before servicing. Serious injury or death could result.
- Risk of explosion. Not for use in hazardous locations. Serious injury or death could result.

CAUTION

Waterflow switches that are monitoring wet pipe sprinkler systems shall not be used as the sole initiating device to discharge AFFF, deluge, or chemical suppression systems. Waterflow switches used for this application may result in unintended discharges caused by surges, trapped air, or short retard times.



VSR VANE TYPE WATERFLOW ALARM SWITCH WITH RETARD

Installation (see Fig. 1)

These devices may be mounted on horizontal or vertical pipe. On horizontal pipe they shall be installed on the top side of the pipe where they will be accessible. The device should not be installed within 6'' (15 cm) of a fitting which changes the direction of the waterflow or within 24" (60 cm) of a valve or drain.

NOTE: Do not leave cover off for an extended period of time.

Drain the system and drill a hole in the pipe using a hole saw in a slow speed drill (see Fig. 1). Clean the inside pipe of all growth or other material for a distance equal to the pipe diameter on either side of the hole. Roll the vane so that it may be inserted into the hole; do not bend or crease it. Insert the vane so that the arrow on the saddle points in the direction of the waterflow. Take care not to damage the non-corrosive bushing in the saddle. The bushing should fit inside the hole in the pipe. Install the saddle strap and tighten nuts alternately to required torque (see the chart in Fig. 1). The vane must not rub the inside of the pipe or bind in any way.



Model		nal Pipe Nominal Pipe			Pipe Wall Thickness							Hole Size		U-Bolt Nuts		
	S	lize	0,	D	Schedule	10 (UL)	Schedule	: 40 (UL)	BS-138	7 (LPC)	DN (V	VDS)			To	que
	inch	ຫາມາ	inch	mm	inch	mm	inch	mm	inch	mm	inch	mm	inch	ກາກາ	ft-lb	u-m
VSR-2	2	DN50	2.375	60,3	0.109	2.77	0.154	3.91	0.142	3.6	0,091	2,3				
VSR-2 1/2	2,5		2,875	73.0	0.120	3.05	0.203	5.16		9	3		1,25+,125/-,062	33.0 ± 2.0		
VSR-2 1/2		DN65	3.000	76.1	-	(#)	×		0.142	3,6	0,102	2.6				
VSR-3	3	DN80	3,500	88.9	0.120	3.05	0.216	5,49	0.157	4,0	0.114	2.9				
VSR-3 1/2	3.5		4.000	101.6	0-120	3.05	0.226	5.74		(2))	1				20	27
VSR-4	4	DN100	4.500	114.3	0.120	3_05	0.237	6.02	0,177	4.5	0.126	3.2	0.00 1 105	50.0.1.2.0		
VSR-5	5		5,563	141.3	0.134	3,40	0.258	6.55	3	1.5	1	×	2.00 ± .125	50.8 ± 2.0		
VSR-6	6	DN150	6.625	168,3	0.134	3.40	0.280	7.11	0.197	5.0	0.157	4.0				
VSR-8	8	DN200	8.625	219.1	0,148	3.76	0.322	8.18	0.248	6.3	0.177	4.5				

NOTE: For copper or plastic pipe use Model VSR-CF

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PAGE 2 OF 4



VSR vane type waterflow alarm switch with retard



Notes:

- 1. The Model VSR has two switches, one can be used to operate a central station, proprietary or remote signaling unit, while the other contact is used to operate a local audible or visual annunciator.
- 2. A condition of LPC Approval of this product is that the electrical entry must be sealed to exclude moisture.
- 3. For supervised circuits, see "Switch Terminal Connections" drawing and warning note (Fig. 4).



Testing

The frequency of inspection and testing for the Model VSR and its associated protective monitoring system shall be in accordance with applicable NFPA Codes and Standards and/or the authority having jurisdiction (manufacturer recommends quarterly or more frequently).

If provided, the inspector's test valve shall always be used for test purposes. If there are no provisions for testing the operation of the flow detection device on the system, application of the VSR is not recommended or advisable.

A minimum flow of 10 GPM (38 LPM) is required to activate this device.

NOTICE Advise the person responsible for testing of the fire protection system that this system must be tested in accordance with the testing instructions.



POTTER The Symbol of Protection

VSR vane type waterflow alarm switch with retard

Maintenance

Inspect detectors monthly. If leaks are found, replace the detector. The VSR waterflow switch should provide years of trouble-free service. The retard and switch assembly are easily field replaceable. In the unlikely event that either component does not perform properly, please order replacement retard switch assembly stock #1029030 (see Fig. 6). There is no maintenance required, only periodic testing and inspection.

Retard/Switch Assembly Replacement (See Fig. 6)

NOTICE

The Retard/Switch Assembly is field-replaceable without draining the system or removing the waterflow switch from the pipe

- 1. Make sure the fire alarm zone or circuit connected to the waterflow switch is bypassed or otherwise taken out of service.
- 2. Disconnect the power source for local bell (if applicable).
- 3. Identify and remove all wires from the waterflow switch.
- 4. Remove the (2) mounting screws holding retard/switch assembly to the base. Do not remove the (2) retard housing screws.
- 5. Remove the retard assembly by lifting it straight up over the tripstem.
- 6. Install the new retard assembly. Make sure the locating pins on the retard/switch assembly fit into the locating pin bosses on the base.
- 7. Re-install the (2) original mounting screws.
- 8. Reconnect all wires. Perform a flow test and place the system back in service.



Removal of Waterflow Switch

- To prevent accidental water damage, all control valves should be shut tight and the system completely drained before waterflow detectors are removed or replaced.
- Turn off electrical power to the detector, then disconnect wiring.
- Loosen nuts and remove U-bolts.
- Gently lift the saddle far enough to get your fingers under it. With your fingers, roll the vane so it will fit through the hole while continuing to lift the waterflow detector saddle.
- · Lift detector clear of pipe.

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MFG, #5401146 - REV L 3/09 PAGE 4 OF 4



Revision 10/15/2008

Fig. 4A - Pipe Clamp for Sway Bracing

Size Range - 4" thru 8" pipe. For sizes smaller than 4" use TOLCO® Fig. 4. Material - Carbon Steel

Function — For bracing pipe against sway and seismic disturbance.

Approvals - Underwriters' Laboratories Listed in the USA (UL) and Canada (cUL) 4" thru 8". Included in our Seismic Restraints Catalog approved by the State of California Office of Statewide Health Planning and Development (OSHPD).

Installation Instructions – The Fig. 4A is the "braced pipe" attachment component of a longitudinal, lateral or riser brace assembly. It is intended to be combined with the "bracing pipe" and TOLCO transitional and structural attachment component(s) to form a complete bracing assembly. NFPA 13 and/or OSHPD guidelines should be followed.

To Install - Place the Fig. 4A over the pipe to be braced. Attach TOLCO transitional fitting, either Fig. 980, 910 or 909, to the clamp ears. Tighten bolts and nuts; torgue requirement is a minimum of 50 ft. lbs. Transitional fitting attachment can pivot for adjustment to proper brace angle.

Finish - Plain

Note — Available in Electro-Galvanized and HDG finish or Stainless Steel materials.

Order By - Figure number, pipe size and finish



Fig. 4A - Longitudinal Brace

Component of State of California OSHPD Approved Seismic Restraints System







Fig. 4A - Lateral Brace

TOLCO® brand bracing components are desgined to be compatible ONLY with other TOLCO® brand bracing components, resulting in a Listed seismic bracing assembly. DISCLAIMER - NIBCO does NOT warrant against the failure of TOLCO® brand bracing components, in the instance that such TOLCO® brand bracing components are used in combination with products, parts or systems which are not manufactured or sold under the TOLCO® brand. NIBCO shall NOT be liable under any circumstance for any direct or indirect, incidental or consequential damages of any kind, including but not limited to loss of business or profit, where non-TOLCO brand bracing components have been, or are used.

	Dimensions • Weights									
Pipe Sizes	A		С	D	Bolt Size	Max. Horizontal Design Load	Approx. Wt./100			
4	81⁄2	9/16	33/8	3 ¹¹ /16	1/2	2015	221			
5	93⁄4	9/16	37/8	43/8	1/2	2015	253			
6	111/2	5/8	5	51/8	1/2	2015	513			
8	131⁄4	3/4	611/16	61⁄8	1/2	2015	601			

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Revision 3/10/2010

(UL)

US LISTED

Fig. 25 - Surge Restrainer

Size Range - One size fits 3/4" thru 2" pipe.

Material - Pre-Galvanized Steel

Function — Designed to be used in conjunction with TOLCO® Band Hangers to restrict the upward movement of piping as it occurs during sprinkler head activation or earthquake type activity. The surge restrainer is easily and efficiently installed by snapping into a locking position on the band hanger. This product is intended to satisfy the requirements as indicated in the National Fire Protection Association NFPA 13, 2010 edition, 9.2.3.4.4.1 and 9.2.3.4.4.4 Can be used to restrain either steel pipe or CPVC plastic Pipe.

Approvals - Underwriters' Laboratories Listed only when used with TOLCO band hangers Fig. 2, 2NFPA and 200, in the USA (UL) and Canada (cUL).

Finish - Pre-Galvanized

Order By - Figure number and TOLCO band hanger, size from 3/4" thru 2".

Patent #5,344,108







Revision 12/15/2008



Fig. 99 - All Thread Rod Cut to Length

	Dimensions
Rod	Max. Rec. Load Lbs.
Size	For Service Temp
	650°F
3/8	730
1/2	1350
5/8	2160
3/4	3230
7/8	4480
	Size 3/8 1/2 5/8 3/4

Fig. 100 - All Thread Rod Full Length

Size Range – Secures 3/8" thru 1½" rod in
10' lengths
Material — Carbon Steel

Maximum Temperature - 750°F

Finish – Plain

Note — Available in Electro-Galvanized and HDG finish or Stainless Steel materials.

Order By — Figure number, rod diameter and finish



Rod Size	Max Rec. Load Lbs. For Service Temps 650°F	Approx Wt./100
1/4	240	12
3/8	730	29
1/2	1350	53
5/8	2160	84
3/4	3230	123
7/8	4480	169
1	5900	222
11⁄4	9500	360
11/2	13800	510

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Construction of Father Joe Village Shelter Appendix G – Fire Protection Product Submittal



Fig. 200 - "Trimline" Adjustable Band Hanger Size Range — 1/2" thru 8" pipe Material - Carbon Steel, Mil. Galvanized to G90 specifications Function — For fire sprinkler and other general piping purposes. Knurled swivel nut design permits hanger adjustment after installation. Features — • (1/2" thru 2") Flared edges ease installation for all pipe types and protect CPVC plastic pipe from abrasion. Captured design keeps adjusting nut from separating with hanger. Hanger is easily Å installed around pipe. • (21/2" thru 8" Spring tension on nut holds it securely in hanger before installation. Adjusting nut is easily removed. Approvals — Underwriters' Laboratories listed (1/2" thru 8") in the USA (UL) and Canada (cUL) for steel 1/2 THRU 2 INCH PIPE 2 1/2 THRU 8 INCH PIPE and CPVC plastic pipe and Factory Mutual Engineering Approved (3/4" thru 8"). Conforms to Federal Specifications WW-H-171E, Type 10 and Manufacturers Standardization Society SP-69, Type 10. Maximum Temperature — 650°F Finish — Mil. Galvanized. For Stainless Steel materials, order TOLCO[™] Fig. 200WON. Order By — Figure number and pipe size

	Dimensions • Weights												
Pipe Size	F Inch	lod Size Metric	А	в	Max. Rec. Load Lbs.	Approx. Length							
1/2	3/8	8mm or 10mm	3¹/ ₈	2 ⁵ /8	400	11							
3/4	3/8	8mm or 10mm	3¹/ ₈	$2^{1/2}$	400	11							
1	3/8	8mm or 10mm	З³/в	2 ⁵ / _B	400	12							
11/4	3/8	8mm or 10mm	3 ³ / ₄	2 ⁷ /8	400	13							
11/2	3/8	8mm or 10mm	37/8	2 ⁷ /8	400	14							
2	3/8	8mm or 10mm	4 ¹ / ₂	3	400	15							
2 ¹ / ₂	3/8	10mm	5⁵/a	4 ¹ / ₈	600	27							
3	3/8	10mm	5 ⁷ /8	4	600	29							
31/2	3/8	10mm	7³/a	5 ¹ / ₄	600	34							
4	3/8	10mm	7³/8	5	1000	35							
5	1/2	12mm	9 ¹ / ₈	61/4	1250	66							
6	1/2	12mm	10 ¹ / ₈	6 ³ / ₄	1250	73							
8	1/2	12mm	13'/。	8 ³ /4	1250	136							

Main Office/Manufacturing Facility • 1375 Sampson Ave. • Corona, CA 92879 • Ph: 909.737.5599 • Fax: 909.737.0330 Customer Service • 800.786.5266 e Village Shelter

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US LISTED

Fig. 980 - Universal Swivel Sway Brace Attachment

Size Range — One size fits bracing pipe 1" thru 2", TOLCO 12 gauge channel, and all structural steel up to 1/4" thick.

Material – Carbon Steel

Function — Multi-functional attachment to structure or braced pipe fitting.

Features — This product's design incorporates a <u>concen-</u> <u>tric</u> attachment opening which is critical to the performance of structural seismic connections. NFPA 13 (2010) 9.3.5.8.4 indicates clearly that fastener table load values are based only on concentric loading. Mounts to any surface angle. Break off bolt head assures verification of proper installation.

Installation — The Fig.980 is the structural or transitional attachment component of a longitudinal or lateral sway brace assembly. It is intended to be combined with the "bracing pipe" and TOLCO "braced pipe" attachment, Fig. 1000, 1001, 2002, 4L, 4A or 4B to form a complete bracing assembly. NFPA 13 and/or OSHPD guidelines should be followed.



To Install — Place the Fig. 980 onto the "bracing pipe". Tighten the set bolt until set bolt head breaks off. Attachment can pivot for adjustment to proper brace angle.

Approvals — Underwriters Laboratories Listed in the USA **(UL)** and Canada **(cUL)**. Approved by Factory Mutual Engineering **(FM)**. Included in our Seismic Restraints Catalog approved by the State of California Office of Statewide Health Planning and Development **(OSHPD)**. For additional load, spacing and placement information relating to OSHPD projects, please refer to the TOLCO Seismic Restraint Systems Guidelines.

Note — The Fig. 980 Swivel Attachment and the Fig. 1001, Fig. 1000, Fig. 2002, Fig. 4A, Fig. 4B or Fig. 4L Pipe Clamp make up a sway brace system of **UL** Listed attachments and bracing materials which satisfies the requirements of Underwriters' Laboratories and the National Fire Protection Association **(NFPA)**

Finish - Plain

Note — Available in Electro-Galvanized finish.

Order By - Figure number and finish.

Pat. #6,273,372, Pat. #6,517,030, Pat. #6,953,174, Pat. #6,708,930, Pat. #7,191,987, Pat. #7,441,730, Pat. #7,669,806



Lateral Brace

		Dim	ensions • Weig	hts	
А	A B H*		Max. Design Load Lbs. (cULus)	Max. Design Load Lbs.** (FM)	Approx. Wt./100
51⁄4	11 %	17/32	2765	2800	132

* Available with hole sizes to accommodate up to 3/4" fastener. Consult factory.

** The loads listed are axial loads on the brace. The horizontal load capacity, H, of the

brace is: $H = F x \sin \theta$, where θ is the installation angle measured from the vertical.

TOLCO[®] brand bracing components are desgined to be compatible **ONLY** with other TOLCO[®] brand bracing components, resulting in a Listed seismic bracing assembly. **DISCLAIMER** — NIBCO does **NOT** warrant against the failure of TOLCO[®] brand bracing components, in the instance that such TOLCO[®] brand bracing components are used in combination with products, parts or systems which are not manufactured or sold under the TOLCO[®] brand. NIBCO shall **NOT** be liable under any circumstance for any direct or indirect, incidental or consequential damages of any kind, including but not limited to loss of business or profit, where non-TOLCO brand bracing components have been, or are used.



Fig. 1001 - Sway Brace Attachment

Size Range — Pipe size to be braced: $2\frac{1}{2}$ " thru 8" IPS.* Pipe size used for bracing: 1" and $1\frac{1}{4}$ " Schedule 40 IPS.

Material - Carbon Steel

Function — For bracing pipe against sway and seismic disturbance. The pipe attachment component of a sway brace system: The Fig. 1001 is used in conjunction with a TOLCO 900 Series fitting and joined together with bracing pipe per NFPA 13, forming a complete sway brace assembly.

Features — Can be used to brace schedules 7 through 40 IPS. Field adjustable, making critical pre-engineering of bracing pipe length unnecessary. Unique design requires no threading of bracing pipe. Can be used as a component of a four-way riser brace. Comes assembled and ready for installation. Fig. 1001 has built-in visual verification of correct installation. See installation note below.

Installation Note — Position Fig. 1001 over the pipe to be braced and tighten two hex head cone point set bolts until heads bottom out. A minimum of 1" pipe extension is recommended. Brace pipe can be installed on top or bottom of pipe to be braced.

Approvals — Underwriters Laboratories Listed in the USA (UL) and Canada (cUL). Approved by Factory Mutual Engineering (FM). Included in our Seismic Restraints Catalog approved by the State of California Office of Statewide Health Planning and Development (OSHPD). For additional load, spacing and placement information relating to OSHPD projects, please refer to the TOLCO Seismic Restraint Systems Guidelines.

Finish - Plain

Note - Available in Electro-Galvanized and HDG finish.

Order By — Indicate pipe size to be braced followed by pipe size used for bracing, figure number and finish.

Important Note — The Fig. 1001 is precision manufactured to perform its function as a critical component of a complete bracing assembly. <u>To ensure performance, the UL Listing requires</u> <u>that the Fig. 1001 must be used only with other TOLCO bracing</u> <u>products</u>. <u>The Fig 1001 is not intended for use with the Fig. 907</u> <u>4-Way Longitudinal Brace Attachment</u>. Component of State of California OSHPD Approved Seismic Restraints System





Maximum Design Load Sch. 7 - 1600 lbs. Sch. 10 & 40 w/1" Brace Pipe - 2015 lbs. Sch. 10 & 40 w/1¼" Brace Pipe - 2765 lbs.

> FM Approved Design Loads* 2½" - 2400 lbs. 3" - 4" - 2500 lbs. 5" - 8" - 1500 lbs.

Construction of Father Joe Village Shelter Appendix G – Fire Protection Product Submittal

156

1D



Revision 10/24/2007

Fig. 58 - Threaded Side Beam Bracket

Size Range — 3/8" rod, pipe sizes 1/2" thru 4"

Material - Carbon Steel

Function — Practical and economical bracket used to support piping from wood, concrete or steel beams.

Features — Unique design allows rod to be easily threaded into bracket. Offset design permits unlimited rod adjustment. Center mounting hole will accept 3/8" and 1/2" fastener bolts. Per NFPA 13: 1/2" thru 2" pipe requires 3/8" fastener, 21/2" thru 4" pipe requires 1/2" fastener.*

Approvals — Underwriters' Laboratories Listed in the USA **(UL)** and Canada **(cUL)**, and Factory Mutual Engineering approved thru 4" pipe.

*Note — Additionally UL has listed the Fig. 58 with fasteners as shown in table below.

Finish - Plain

Note - Available in Electro-Galvanized finish.

Order By - Figure number and finish

UL Listed Fastener Table

Pipe Size	Qty.	Fastener Type	Material
, 2	2	#16 x 2 Drive Screws	Wood
$\rightarrow 2$	1	3/8 Lag Bolt	Wood
21/2 - 4	1	1/2 Lag Bolt	Wood
31/2	2	1/4 x 11/2 Lag Bolt	Wood
4	2	1/4 x 2 Lag Bolts*	Wood
	2	1/4 x 1 tek screws	14 gauge
4	2	1/4 x 1 tek screws	16 gauge

* No pre-drilling required

Dimensions • Weights									
Pipe Size	Rod Size	А	в	с	Max. Rec. Load Lbs.*	Approx. Wt./100			
1/2 thru 4	3/8	23⁄4	11/2	11/8	300	14			

* With safety factor of 5.



Bolt & Hex Nut Up To 4 inch Pipe

Up To 4 inch Pipe

101 | Page



c(ŲL

Revision 12/3/2008

US LISTED

Fig. 78 - All Steel Ceiling Plate

Size Range — 3/8" rod

Material - Carbon Steel

Features - Attachment to wood beams, ceilings, metal decks or walls. Can also be welded to steel beams.

Approvals - Underwriters' Laboratories Listed in the USA (UL) and Canada (cUL). Additionally, (UL) has listed the Fig. 78 with fasteners as shown in the table below.

Finish - Plain

Note - Available in Electro-Galvanized and HDG finish.

Order By - Figure number, rod size and finish

Patent #5,702,077





UL Listed Fastener Table

Pipe Size	Qty	Material			
1/2 - 2 2		#14 x 11/4 A-point hex-washer-head sheet metal screw	Wood		
21/2 - 4	2	1/4 x 11/2 wood screws*	Wood		
1/2 - 2	2	1/4 x 1 tek screws	Metal (18 gauge)		
1/2 - 2	2	#14 x 11/4 A-point hex-washer-head sheet metal screw	Wood		
1/2 - 2	2	#14 x 2 A-point-hex-washer-head sheet metal screw	Wood thru 5/8" gyp board		

Dimensions • Weights

Pipe Size	A	в	С	D	E	Max. Rec. Load Lbs.*	Approx. Wt./100
1/2 - 2	3	21/8	1 ½	5/16	3/8	150	15
5 - 6			Con	sult factory for	data		-

* Minimum safety factor of 5

OFFICE/MANUFACTURING FACILITY • 1375 SAMPSON AVE. • CORONA, CA 92879 • PH: 951.737.5599 • FAX: 951.737.0330 CUSTOMER SERVICE • 800,786,5266

Construction of Father Joe Village Shelter Appendix G - Fire Protection Product Submittal

FIRE & WATERWORKS

Series 5000SS

Reduced Pressure Detector Assemblies

Sizes: 21/2" - 6" (65 - 150mm)

Features

- Stainlesssteelconstruction provideslong term corrosion resistance and maximum strength
- Stainless steel body is light weight reducing installation and shipping costs
- Short end to end dimensions makes retrofit easy
- Bottom mounted relief valve reduces clearance requirements when installed against an outside wall
- Cam-check valves provides maximum flow at low pressure drop
- · No special tools required for servicing
- Compact construction allows for smaller enclosures
- Stainless steel relief valve features a balanced rolling diaphragm to eliminate sliding seals and lower maintenance costs
- Detects underground leaks and unauthorized water use.
- GPM or CFM meter available

Available Models

Suffix:

- LG less gates OSY - UL/FM outside stem and voke
- resilient seated gate valves *OSY FxG – flanged inlet gate connection
- and grooved outlet gate connection
- *OSY GxF grooved inlet gate connection and flanged outlet gate connection
- *OSY GxG grooved inlet gate connection and grooved outlet gate connection
 - ³/₄" Bypass Line:
 - CFM cubic feet per minute meter
 - GPM gallons per minute meter
 - LM Tess meter

Available with grooved NRS gate valves - consult factory*

Post indicator plate and operating nut available – consult factory*

*Consult factory for dimensions

NOTICE The installation of a drain line is recommended. When installing a drain line, an air gap is necessary.



The SilverBullet[™] Series 5000SS Reduced Pressure Detector Assemblies are designed to protect drinking water supplies from dangerous cross-connections in accordance with national plumbing codes and water authority requirements for non-potable service applications such as irrigation, fireline, or industrial processing. Used in health hazard applications.

Specifications

A Reduced Pressure Detector Assembly shall be installed at each crossconnection to prevent backsiphonage and backpressure of hazardous materials into the potable water supply. The assembly shall consist of a pressure differential relief valve located in a zone between two positive seating cam-check valves. The main valve body shall be manufactured from 300 Series stainless steel for corrosion resistance. The cam-check valves shall be of thermoplastic construction with stainless steel hinge pins, cam arm, and cam bearing. The cam-check valve shall utilize a single torsion spring design to minimize pressure drop through the assembly. The cam-check valves shall be modular and shall seal to the main valve body by the use of an O-ring. There shall be no brass or bronze parts used within the cam-check assembly or relief valve. The use of seat screws to retain the check valve seat is prohibited. All internal parts shall be accessible through a single cover on the valve assembly securely held in place by a two-bolt grooved coupling. The differential relief valve shall be of stainless steel construction and shall utilize a rolling diaphragm and no sliding seals. The relief valve shall be bottom mounted and supplied with a steel reinforced sensing hose. The assembly shall include two resilient shutoff valves and four ball type test cocks and a hydraulically balanced by-pass line. The bypass line shall include a meter, small diameter reduced pressure zone assembly and isolation valves. The bypass reduced pressure assembly shall have a single bolted on cover and top mounted test cocks. The assembly shall be an Ames Company Series 5000SS.

Job Name	Contractor
Job Location	Approval
Engineer	Contractor's P.O. No.
Approval	Representative

Ames product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact Ames Technical Service. Ames reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on Ames products previously or subsequently sold.

amesfirewater.com

Materials

- · All internal metal parts: 300 Series stainless steel
- · Main valve body: 300 Series stainless steel
- Check assembly: Noryl®
- · Flange dimension in accordance with AWWA Class D

Dimensions — Weights



Pressure — Temperature Temperature Range: 33°F - 110°F (0.5°C - 43°C)

Temperature Range: 33°F- 110°F (0.5°C - 43°C) Maximum Working Pressure: 175psi (12.1 bar)

Standards

AWWA C511-92

Approvals





Approved

1047 B Horizontal

NOTICE

Inquire with governing authorities for local installation requirements

Noryl® is a registered trademark of General Electric Company.

SIZE (DN) DIMENSIONS												WEIGHTS							
		4	l	C ((DSY)	D		E		F		G		L		with G	ates	without	Gates
in.	mm	in.	тт	in.	mm	în.	mm	in.	mm	in.	mm	in.	mm	in.	mm	lbs.	kąs.	Ibs.	kgs
21/2	65	37	940	16¾	416	101/2	267	121/2	318	7	178	10	254	22	559	170	77	61	28
3	80	38	965	18%	479	101/2	267	13	330	71/2	191	10	254	22	559	205	93	65	29
4	100	40	1016	223/4	578	101/2	267	141/2	368	9	229	10	254	22	559	270	122	67	30
6	150	481/2	1232	301/6	765	111/2	292	151/2	394	11	279	111/2	292	271/2	699	405	184	105	48

Capacity

*UL Rated **UL Tested



It is illegal to use this product in any plumbing system providing water for human consumption, such as drinking or dishwashing, in the United States. Before installing standard material product, consult your local water authority, building and plumbing codes.



A Watts Water Technologies Company

ES-A-5000SS 1409 Construction of Father Joe Village Shelter Appendix G – Fire Protection Product Submittal USA: Backflow Tel: (978) 689-6066 • Fax: (978) 975-8350 • AmesFireWater.com USA: Control Valves Tel: (713) 943-0688 • Fax: (713) 944-9445 • AmesFireWater.com Canada: Tel: (905) 332-4090 • Fax: (905) 332-7068 • AmesFireWater.ca Latin America: Tel: (52) 81-1001-8600 • Fax: (52) 81-8000-7091 • AmesFireWater.com

ATTACHMENT F

RESERVED

ATTACHMENT G

CONTRACT AGREEMENT
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>Fordyce Construction, Inc.</u>, herein called "Contractor" for construction of **Construction of Father Joe Village Shelter**; Bid No. **K-20-1869-DBB-3**; in the amount of <u>Six Hundred Thousand Six Hundred Ninety Nine Six Dollars and Zero Cents (\$600,696.00)</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 **Construction of Father Joe Village Shelter**, on file in the office of the Public Works Department as Document No. **11004192**, 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 Construction of Father Joe Village Shelter, Bid Number K-20-1869-DBB-3, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT AGREEMENT (continued)

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.

Date

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

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Print Name: <u>Stephen Samara</u> Principal Contract Specialist Public Works Department

Print Name Deputy City Attorney

Date: 9/3/2019

CONTRACTOR

Really

Print Name: Brian Fordyce

Title: President

Date: 8/23/19

City of San Diego License No.: <u>B1995003597</u>

State Contractor's License No.: 608529

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: ______1000003113

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 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "Americans With Disabilities Act", of the project specifications, and that:

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

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

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.

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

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:

Construction of Father Joe Village Shelter

(Project Title)

as particularly described in said contract and identified as Bid No. **K-20-1869-DBB-3**; SAP No. (WBS/IO/CC) **11004192**; 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 ______, _____.

Ву:_____

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

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 - Section 3-2, "SELF-PERFORMANCE", 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.

NAME, AD	DDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED②	CHECK IF JOINT VENTURE PARTNERSHIP
Name:								
Address:								
Zip:								
Name:								
Email:								
Eman.								
① As a	appropriate, Bidder shall identify Subco	ntractor as one of th	e following and shall in	clude a valid pro	of of certification (ex	cept for OBE, SLBE and	d ELBE):	
	Certified Minority Business Enterprise		MBE		n Business Enterpris			BE
C	Certified Disadvantaged Business Enterp	orise	DBE	Certified Disabl	ed Veteran Business	Enterprise	DV	ΈE
	Other Business Enterprise		OBE		ging Local Business Ei	nterprise	EL	BE
	Certified Small Local Business Enterprise	2	SLBE	Small Disadvan	•		S	DB
	Voman-Owned Small Business		WoSB	HUBZone Busin	ness		HUBZo	ne
-	ervice-Disabled Veteran Owned Small E		SDVOSB					
	appropriate, Bidder shall indicate if Sub	contractor is certified	-				<u> </u>	
	ity of San Diego		CITY	State of Californ	nia Department of Tr	ansportation	CALTRA	NS
	alifornia Public Utilities Commission		CPUC					
	tate of California's Department of Gene	eral Services	CADoGS	City of Los Ange				LA
St	tate of California		CA	U.S. Small Busir	ness Administration		5	BA

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAI	ME, 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 SDVOSB①	WHERE CERTIFIED@
Nam	ne:						
	ress:						
	e:						
	ne:						
Ema	il:						
Nam	ne:						
	ress:						
	e:						
	ne:						
Ema	11:						
0	As appropriate, Bidder shall identify Vendor/	Supplier 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	MBE	E Certifi	ed Woman Busi	iness Enterprise		WBE
	Certified Disadvantaged Business Enterpris				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		one Business		HU	BZone
	Service-Disabled Veteran Owned Small Bus		OSB				
2	As appropriate, Bidder shall indicate if Vendo						
	City of San Diego	CITY		ot California Dej	partment of Transport	cation CAL	TRANS
	California Public Utilities Commission	CPU	-				
	State of California's Department of Genera		,	Los Angeles	-1		LA
	State of California	CA	U.S. Si	mall Business A	aministration		SBA

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

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**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
- D. SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That <u>Fordyce Construction, Inc.</u> as Principal, and <u>International Fidelity Insurance Company</u> as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of <u>10% OF THE TOTAL BID AMOUNT</u> 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

Construction of Father Joe Village Shelter - K-20-1869-DBB-3

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

SIGNED AND SEALED, this 31st	_ day of, 20 <u>19</u>
Fordyce Construction, Inc. (SEAL)	International Fidelity Insurance Company (SEAL)
(Principal) By: <u>Min Furgues</u> (Signature)	By:

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BART STEWART

Encinitas, CA

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015

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

> IN WITNESS WHEREOF. INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2017



STATE OF NEW JERSEY County of Essex

George R. James



Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)

On this 31st day of December, 2017 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies. CATHY CAU

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

Cathy a Notary Public of New Jersey My Commission Expires April 16, 2019

CERTIFICATION

PUBL, PUBL, OF NEN rigned officr 1 the fo rmr I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 31, 2019

Maria A. Branco

ALL- PURPOSE CERTIFICATE OF 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 California }

County of San Diego }

On 07/31/2019 before me, Erin Elyse Haugh, Notary Public (Here insert name and title of the officer)

personally appeared Bart Stewart

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)(s) are subscribed to the within instrument and acknowledged to me that the she/they executed the same in this her/their authorized capacity(ies), and that by this 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.	otary Public Seal)
ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT (Title or description of attached document) (Title or description of attached document continued) Number of Pages Document Date	 INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of notarization
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document with a staple.

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Fordyce Construction, Inc.

Certified By	Brian Fordyce	Title President
	Name	
	From Fares	Date 8/7/19
	Signature	

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Fordyce Construction, Inc.		N/A	
Street Address	City	State	Zip
9932 Prospect Avenue, Suite 138	Santee	CA	92071
Contact Person, Title	Phone	Fax	
Brian Fordyce	619-449-4272	619-442-193	0

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

- * The precise nature of the interest includes:
- the percentage ownership interest in a party to the transaction, .
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied. and
- any philanthropic, scientific, artistic, or property interest in the transaction.
- ** Directly or indirectly involved means pursuing the transaction by:
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position			
Brian Fordyce	President			
City and State of Residence California	Employer (if different than Bidder/Proposer)			
Interest in the transaction 50%				
Name Title/Position				

Name	nue/Position	
Krista Fordyce	Secretary	
City and State of Residence CA	Employer (if different than Bidder/Proposer)	

Interest in the transaction 50%

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Brian Fordyce, President

<u>Frinkup</u> Signature 8/7/19

Print Name, Title

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

SUBCONTRACTOR LISTING

(OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor) - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: Ide al Ine Protection Address: 772 Januara, Rd. #2002 City: Class State: Cal Zip: 92619 Phone: le 19-5/26/0-8/84 Email: Obert 010 calfire COM	Constr.	BF 1-0-0005638 100005638	1034689	Sire Symples
Name: Caly Custor Address: 10744 Propert Steb City: Jacles State: 9 Zip: 92071 Phone: Le 19-938-2837 Email: WWW. Caly electric Com	Constr.	1000001728	780/58	Electra
Name Mens Menhager Address: 5959 Ausen Arger Robert City: Serbiop State 21p: 92120 Phone: 619-497-9035 Email: Stimaling abrensmed re	Contr.	100000554	957287	Site
Name:				

** USE ADDITIONAL FORMS AS NECESSARY **

City of San Diego

CITY CONTACT: <u>Taylor Cox</u>, <u>Contract Specialist</u>, <u>Email</u>: <u>TJCox@sandiego.gov</u> <u>Phone No.</u> (619) 533-3033

ADDENDUM A





FOR

CONSTRUCTION OF FATHER JOE VILLAGE SHELTER

BID NO.:	K-20-1869-DBB-3
SAP NO. (WBS/IO/CC):	11004192
CLIENT DEPARTMENT:	1001
COUNCIL DISTRICT:	3
PROJECT TYPE:	ВТ

BID DUE DATE:

2:00 PM AUGUST 7, 2019

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

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. Are the low voltage specifications for this project available?
- A1. Both the telecom provisions and security systems are being provided by the City. Since the low voltage items are not in the project scope, we don't have any specs to provide.
- Q2. Is the HVAC System now owned by the City and is only being moved and re-installed? If City owned property, who is responsible for any defective or damaged parts, pieces or elements of the system?
- A2. Yes; the Owner/City will be responsible for the current condition of the HVAC systems, but the contractor will be responsible if they damage anything during the installation.
- Q3. Where is the sanitary sewer tie-in and are all the restrooms, laundry trailer and shower trailer all get facilities piped to a single tie-in point below grade or multiple locations on an underground line?
- A3. The City and Vendor of the trailers will be responsible for the tie-ins.
- Q4. Is the lighting system from the Structure at the previous location to be re-used or is all lighting and wiring and controls to be new?
- A4. The Contractor shall provide new light fixtures, controls, and wiring at the Sprung Structure. Please refer to E102.
- Q5. Will there be a stub-out or MCC / Control Panel already installed at the site to tie-in all the electrical systems or are new Panels and Boxes required?
- A5. The new main site switchboard, and all new panels are not installed and need to be provided. Underground conduit stub-ups to the switchboard

and panels are provided under another contract and should already be installed. Please refer to Building Phase: scope of work shown on Sheet E001 and E101.

- Q6. We understand that the SPRUNG Structure is currently owned by the City and that it has been dismantled and stored. Where is it now located and who has the responsibility to deliver it to the site?
- A6. It is currently located in the City Facilities. 1970 B Street, San Diego CA. 92101. It is the Contractor's responsibility to deliver it onsite.
- Q7. What condition is the existing fabric for this structure and how old is it? Are we to consider it as being complete and in good, serviceable condition?
- A7. Good, 2 years; yes.
- Q8. If additional or replacement fabric is needed, who determines what is needed and who is responsible to procure and pay for the additional material?
- A8. The contractor will be responsible for determining the additional or replacement fabric if needed. The City will be responsible for the procurement and payment of the additional materials.
- Q9. Likewise, if there are missing or damaged parts, pieces, fittings, or anchors, who is responsible to provide and pay for these items?
- A9. The City shall provide and pay for missing or damaged parts, pieces, fittings, or anchors of the Sprung Structure.
- Q10. What will be the condition of the site at time of mobilization? Will all of the civil work as shown on Drawings C2.0, C2.1, C3.0 and C3.1 be complete as shown?
- A10. All site work will be complete; all civil work will be completed, but the accuracy of the drawings shall be verified with actual conditions.

- Q11. Will there be a site visit prior to the time of Bid?
- A11. No.
- Q12. General Note 1, Sheet G003, states that "the membrane structure shall be inspected by a California Registered Professional at least once every 180 days from the date of the Final Inspection "- Who is responsible for this on-going inspection of the structure and for how long after the job is completed?
- A12. The contractor will not be responsible for this requirement.

James Nagelvoort, Director Public Works Department

Dated: *August 6, 2019* San Diego, California

JN/RWB/mlw

City of San Diego

Construction of Father Joe Village Shelter (K-20-1869-DBB-3), bidding on August 7, 2019 2:00 PM (Pacific)

Bid Results

Bidder Details

Vendor Name Address	Fordyce Construction, Inc. 9932 Prospect Ave #138 Santee, CA 92071 United States
Respondee	Brian Fordyce
Respondee Title	President
Phone	619-449-4272 Ext.
Email	admin@fordyceconstruction.com
Vendor Type	CADIR,PQUAL,SDB,SLBE,Local
License #	608529
CADIR	1000003113

Bid Detail

Bid Format	Electronic	
Submitted	August 7, 2019	1:59:57 PM (Pacific)
Delivery Method		
Bid Responsive		
Bid Status	Submitted	
Confirmation #	186933	
Ranking	0	

Respondee Comment

Buyer Comment

Attac	hments			
File Title			File Name	File Type
Contractor's Certification of Pending Actions			Contractor's Certification of Pending Actions.p	df Contractors Certification of Pending Actions
Manda	tory Dislcosure of Business Interests Form		Mandatory Disclosure of Business Interests Fo	orm.pdf Mandatory Disclosure of Business Interests
Subcor	tractor Listing		Subcontractor Listing.pdf	Subcontractor Listing (Other Than First Tier)
Bid Boi	nd		Bid Bond.pdf	Bid Bond
Line	tems			
Туре	Item Code	UOM	Qty Unit Price	Line Total Comment
	Main Bid			
1	Bonds (Payment and Performance)			
	524126	LS	1 \$9,010.00	\$9,010.00
2	Building Permits (EOC Type I)			
	236220	AL	1 \$5,000.00	\$5,000.00
3	Construction of Father Joe Village Shelter			
	236220	LS	1 \$544,136.00	\$544,136.00
4	Field Orders (EOC Type II)			
		AL	1 \$40,000.00	\$40,000.00

City of San Diego

Construction of Father Joe Village Shelter (K-20-1869-DBB-3), bidding on August 7, 2019 2:00 PM (Pacific)

Printed 08/07/2019

Bid Results

Туре 5	Item Code WPCP Development	UOI	A Qty	Unit Price	Line Total	Comment
	541330	LS	1	\$650.00	\$650.00	
6	WPCP Implementation					
	237310	LS	1	\$1,900.00	\$1,900.00	
				Subtotal	\$600,696.00	
				Total	\$600,696.00	
Subc	ontractors					
Name	& Address	Description	License Num	CADIR	Amo	ount Type

LIST OF SUBCONTRACTORS

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONL Y*** 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 - Section 3-2, "SELF-PERFORMANCE", 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.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBΦ	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
Name Carry alterton Address: 107 44 Propose ant 1° City: <u>Landre</u> State: <u>CA</u> Zip: <u>ACOT/</u> Phone: <u>e</u> (9-51e6-8184 Email: Carry dect ris. con	ontr	780158	Clecter	¥ 114,649.05			
Name: <u>Office</u> <u>Meridanal</u> Address: <u>59</u> 59 <u>59</u> <u>June bread</u> City <u>Jan Diego</u> State: <u>Off</u> Zip: <u>92420</u> Phone: <u>619-487-9036</u> Email: <u>91 in at nego anvensien co</u> O As appropriate Bidder shall identify Subco	Contr.	9 57281	fite .	597,000	DVBE/ SB SLBE	CA Cutr of	
 As appropriate, Bidder shall identify Subco Certified Minority Business Enterprise Certified Disadvantaged Business Enterp Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small E As appropriate, Bidder shall indicate if Sub 	prise P Business	MBE DBE OBE SLBE WoSB SDVOSB	Certified Woman Certified Disable	n Business Enterpris ed Veteran Business ing Local Business Er aged Business	e Enterprise	W DV EL	BE DB
City of San Diego California Public Utilities Commission State of California's Department of Gene State of California		CITY CPUC CADoGS	City of Los Ange	ia Department of Tra les ess Administration	ansportation		NS LA BA

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

Construction of Father Joe Village Shelter List of Subcontractors (Rev. Mar. 2019)

LIST OF SUBCONTRACTORS

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONL Y*** 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 - Section 3-2, "SELF-PERFORMANCE", 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.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR 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 PARTNERSHIF
Name: $Ale Ale Ale Ale Ale Ale Ale Ale Ale Ale $	Contr.	1634684	Fie &	33,100.00 ~			
Name:							
mail: As appropriate, Bidder shall identify Subcor Certified Minority Business Enterprise Certified Disadvantaged Business Enterp Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small B	rise usiness	MBE DBE OBE SLBE WoSB SDVOSB	Certified Woman Certified Disable	n Business Enterprise ed Veteran Business ing Local Business Er aged Business	e Enterprise	W DV EL	BE DB
As appropriate, Bidder shall indicate if Subo City of San Diego California Public Utilities Commission State of California's Department of Gener State of California		by: CITY CPUC CADoGS CA	City of Los Angel	ia Department of Tra les ess Administration	insportation	CALTRAI	LA

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

Construction of Father Joe Village Shelter List of Subcontractors (Rev. Mar. 2019)

					Line Totals (Unit Price * Quantity)			
ltem Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Fordyce Construction, Inc Unit Price	Fordyce Construction, Inc Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$9,010.00	\$9,010.00
2	Main Bid	236220	Building Permits (EOC Type I)	2-2.3	AL	1	\$5,000.00	\$5,000.00
3	Main Bid	236220	Construction of Father Joe Village Shelter	7-3.1	LS	1	\$544,136.00	\$544,136.00
4	Main Bid	230220	Field Orders (EOC Type II)	7-3.9	AL	1	\$40,000.00	\$40,000.00
5	Main Bid	541330	WPCP Development	1001-4.2	LS	1	\$650.00	\$650.00
6	Main Bid	237310	WPCP Implementation	1001-4.2	LS	1	\$1,900.00 Subtotal	\$1,900.00 \$600,696.00
							Total	\$600,696.00