

City of San Diego

CONTRACTOR'S NAME: Eaton Corporation

ADDRESS: 4863 Shawline Street Suite E, San Diego, CA 92111

TELEPHONE NO.: (858) 663-3770

FAX NO.: _____

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov

Phone No. (619) 533-4491

J. Cramoline / M. Jirjis Nakasha / R. Dinjotian

CONTRACT DOCUMENTS FOR

FINAL



SOLE-SOURCE CONSTRUCTION SERVICES FOR PUMP STATION 64 MOTOR STARTER REPLACEMENT

PROJECT NO.: K-22-1994-SLS-3

SAP NO. (WBS/IO/CC): 21004992


CLIENT DEPARTMENT: 1001

COUNCIL DISTRICT: 1

PROJECT TYPE: BJ

ENGINEER OF WORK

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



Registered Engineer

2/25/21

Date

Seal:



TABLE OF CONTENTS

| DESCRIPTION | PAGE NUMBER |
|--|--------------------|
| 1. General..... | 4 |
| 2. Agreement..... | 12 |
| 3. Performance Bond and Labor and Materialmen's Bond..... | 16 |
| 4. Exhibit A - Drug-Free Workplace Certification..... | 18 |
| 5. Exhibit B - ADA Compliance Certification..... | 20 |
| 6. Exhibit C - Contractors Standards – Pledge of Compliance..... | 22 |
| 7. Exhibit D - Equal Benefits Ordinance Certification..... | 24 |
| 8. Exhibit E - Product Endorsement..... | 26 |
| 9. Exhibit F - Affidavit of Disposal..... | 28 |
| 10. Exhibit G - Non-Collusion Affidavit..... | 30 |
| 11. Exhibit H - Mandatory Disclosure of Business Interest Forms..... | 32 |
| 12. Exhibit I - Forms..... | 34 |
| 13. Exhibit J - Supplementary Special Provisions (SSP)..... | 39 |
| 14. Exhibit K - Proposal..... | 57 |
| 15. Exhibit L - Notice of Exemption..... | 80 |
| 16. Exhibit M - Location Map..... | 83 |
| 17. Exhibit N - Sample City Invoice with Cash Flow Forecast..... | 85 |

GENERAL

1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of constructing this project at the direction of the City Engineer.
- 1.2. The Work consists of replacing the Existing medium voltage motor starters for Pumps 3, 4, 7, 8, 9, 10, 11 & 12 in kind. Removal of existing starters shall be coordinated with plant staff to maintain operation during work. Existing starters shall be turned over to the City upon project completion. New starters shall be installed to existing switchgear and integrated with the existing starters, while maintaining UL listing. Existing wiring from starters to pump motors shall be reused. Startup and testing of new equipment to be included, as well as DCS communication. Eaton Engineering Services Systems Division should be onsite to provide manufacturer support to validate all factory warranties of new equipment. Equipment for pumps 3, 4, 7, and 8 are already purchased by the City and stored at the pump station. Contractor to purchase and deliver remaining 4 motor starts under this agreement.
- 1.3. This solicitation is for a firm price with Lump Sum and Unit Price items to be paid in accordance with SECTION 7, "MEASUREMENT AND PAYMENT" of the Specifications.

2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. **Prior** to the Award of the Contract or each Task Order, the Contractor must comply with the following registration requirements:
 - 2.1.1. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). **Contractor and Subcontractor Registration Requirements** for compliance with those requirements are outlined in paragraph 7.9 of these "General Instructions".
 - 2.1.2. In addition, prior to award of the Contract or each Task Order, the Contractor and its Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>.
 - 2.1.3. 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.

3. **EQUAL OPPORTUNITY.** For the City's Equal Opportunity Program requirements see Part 0 of the City of San Diego 2018 Whitebook and Exhibit I - Forms.

4. **CONTRACT TIME:** The Work, shall be completed within **160 Working Days** from the date of issuance of the NTP unless extended by the Engineer.
5. **CONTRACT PRICE:** The Engineer's Estimate of the project's cost is **\$500,000**. The Contractor shall not perform Work that exceeds this amount, excluding Allowances, without prior written notice from the Engineer that sufficient additional funding has been secured and the work is approved.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **C-10**
7. **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.
 - 7.1. **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.
 - 7.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 7.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires

during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 7.2. 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.
- 7.3. 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.
- 7.3.1.** 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.
- 7.4. 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.
- 7.5. 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 sections 1810 through 1815.
- 7.6. 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.
- 7.7. 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.”

- 7.8. 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.
- 7.9. 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.
- 7.9.1.** 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.
- 7.9.2.** 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.
- 7.10. 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.
- 7.11. 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.

7.12. 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:

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

7.12.2. 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).

7.12.3. 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 7.11 above. (Labor code section 1773.3).

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

| Title | Edition | Document Number |
|--|---------|-----------------|
| Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/ | 2018 | PWPI010119-01 |
| City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook | 2018 | PWPI010119-02 |
| City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw | 2018 | PWPI010119-03 |
| Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings | 2018 | PWPI010119-04 |
| California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications | 2018 | PWPI030119-05 |
| CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications | 2018 | PWPI030119-06 |

| Title | Edition | Document Number |
|---|---------|-----------------|
| California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files | 2014 | PWPI060121-10 |
| <p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/ *Electronic updates to the Standard Drawings may also be found in the link above</p> | | |

9. INSURANCE REQUIREMENTS:

- 9.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 9.2.** Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. SUBMITTAL OF "OR EQUAL" ITEMS: See 4-6, "Trade Names or Equals."

11. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE", which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.

12. PLANS AND SPECIFICATIONS: When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City's Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such questions will be issued in writing. Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the, Engineering & Capital Projects Department, Contracts Division, 525 B Street, Suite 750, San Diego, California, 92101, Telephone No. (619) 533-3450.

13. SAN DIEGO BUSINESS TAX CERTIFICATE: All Contractors, including 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, before the Contract can be executed.

14. PROPOSAL FORMS: The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor 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.

- 14.1.** The Bidder, by submitting electronically, 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 contract are true and correct.

- 15. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.
- 16. AWARD OF CONTRACT:**
- 16.1.** Pursuant to San Diego Municipal Code § 22.3016, this contract may be awarded to a contractor without competitive bidding when strict compliance with a competitive process would be unavailing or would not produce an advantage, and when soliciting bids or proposals would therefore be undesirable, impractical, or impossible.
- 16.2.** The City of San Diego reserves the right to reject the proposal from the contractor when such rejection is in the best interest of the City.
- 17. THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 1-7.2, "CONTRACT BONDS," 5-4.2, "GENERAL LIABILITY INSURANCE," and 5-4.3 "WORKERS' COMPENSATION INSURANCE" within **10 Working Days** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.
- The Contractor 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.
- 18. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK:** The Contractor 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. The signing of the Contract shall be conclusive evidence that the Contractor 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 Contract Documents.
- 19. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 19.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 19.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 19.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 19.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

- 19.5.** 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.
- 19.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 19.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

AGREEMENT

**FOR
CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
EATON ENGINEERING SERVICES**

This sole-source construction contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City" and **EATON ENGINEERING SERVICES**, herein called "Contractor" for the purpose of constructing **PUMP STATION 64 MOTOR STARTER REPLACEMENT**, Bid No. **K-22-1994-SLS-3**, in the amount of **\$500,000** at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Construction Services, as set forth in this agreement.
- C. The City has selected the Sole-Source Contractor to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- D. The Contractor is ready, willing, and able to perform the construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

AGREEMENT

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference, to the extent applicable to Contractors scope of work.
- C. 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. Payment Terms are net 30 days from the date of Contractor's invoice.

- D. This agreement incorporates the Standard Specifications for Public Works Construction (The 2018 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2018 WHITEBOOK). All changes, additions, or both are stated herein and all other provisions remain unchanged. For the avoidance of doubt, the GREENBOOK and WHITEBOOK shall only be apply to the extent applicable to Contractor's scope of work.
- E. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK Part 0.
- F. The Contractor, including 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, before the Agreement can be executed.
- G. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3004.
- H. The Contractor shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004.
- I. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- J. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last signatory below, whichever occurred first.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the specified number of Working Days stated in Section 3 herein, from the NTP unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as described herein.
- L. This contract is for a firm price including Lump Sum and Unit Price items. The City shall pay the Contractor for performance of the Work in accordance with Section 7, "Measurement and Payment" of the specifications.
- M. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.

- N. Prior to the issuance of the NTP, or as required by the City, the Contractor shall:
- a) file surety bonds with the City to be approved by the City in the amounts and for the purposes noted herein or as may be specified in the Supplemental Special Provisions, and
 - b) Obtain the required insurance in accordance with 5-4, "INSURANCE", and any additional insurance as may be specified in the Supplemental Special Provisions.

FORCE MAJEURE

Contractor shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the City, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Contractor's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. Contractor cannot be held liable, and the City shall not be entitled to any damages and/or indemnifications, in case Contractor is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 for reasons not attributable to Contractor.

LIMITATION OF LIABILITY. The following Limitation of Liability language shall apply to this contract and shall take precedence over any liability language in the GREENBOOK and WHITEBOOK:

The remedies of the City set forth in this contract are exclusive and are its sole remedies for any failure of Contractor to comply with its obligations hereunder. Notwithstanding any provision in this contract to the contrary, in no event Contractor be liable in contract, in tort (including negligence or strict liability) or otherwise for damage to property or equipment other than products sold hereunder, loss of profits or revenue, loss of use of products, cost of capital, claims of customers of the City or any special, indirect, incidental or consequential damages whatsoever, regardless of whether such potential damages are foreseeable or if seller has been advised of the possibility of such damages. The total cumulative liability of Contractor arising from or related to this contract whether the claims are based in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the product or services on which such liability is based.


INDEMNITY. The following indemnity language shall apply to this contract and shall take precedence over any indemnity obligations in the GREENBOOK and WHITEBOOK:

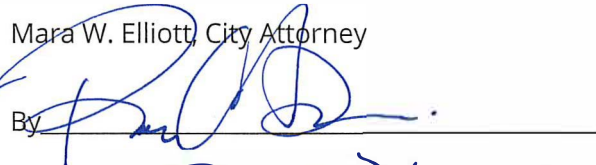
Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents (Indemnified Parties), from and against any and all claims, causes of action or suits brought against the Indemnified Parties to the extent they result directly from (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts or willful misconduct of Contractor, its agents or employees, and (2) any violation of federal or state law, regulation, order, rule or of any other governmental authority having jurisdiction by Contractor, its employees or agents, while Contractor is performing work on site. The Indemnified Party shall cooperate in a reasonable manner to provide information and access to personnel related to the defense of any indemnified claim.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 

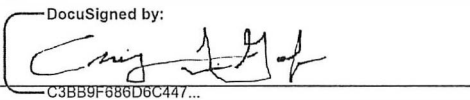
Print Name: Stephen Samara
Principal Contract Specialist
Engineering & Capital Projects Department

Print Name: Ray C. Palomai
Deputy City Attorney

Date: 12/8/2021

Date: 12/10/2021

CONTRACTOR

DocuSigned by:
By 
C3BB9F686D8C447...

Print Name: Craig Gob

Title: VP/GM EESS

Date: October 28, 2021 | 9:39 EDT

City of San Diego License No.: _____

State Contractor's License No.: 945886

PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Eaton Corporation, a corporation, as principal, and
Liberty Mutual Insurance Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) for the faithful performance of the
annexed contract, and in the sum of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00)
for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

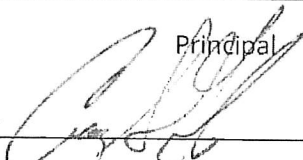
The Surety shall not utilize the Principal in completing the improvements and work specified
in the Agreement in the event the city terminates the Principal for default.

PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND (Continued)

Dated November 19, 2021

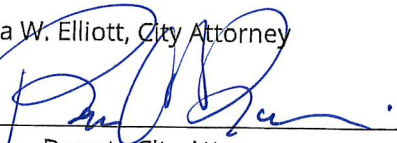
Approved as to Form

Eaton Corporation

By  Principal
Scott S. Cobb

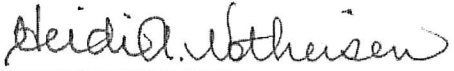
Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

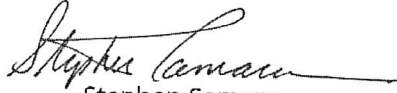
By 
Deputy City Attorney

Liberty Mutual Insurance Company

Surety

By 
Heidi A. Notheisen, Attorney-in-fact

Approved:

By 
Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Department

175 Berkeley Street

Local Address of Surety

Boston, MA 02116

Local Address (City, State) of Surety

617-357-9500

Local Telephone No. of Surety

Premium \$ 1,600.00

Bond No. 285068081

CALIFORNIA 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 Missouri }

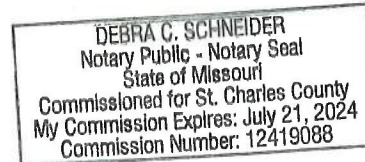
County of St. Charles }

On November 19, 2021 before me, Debra C. Schneider, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Debra C. Schneider
Notary Public Signature

(Notary Public Seal)

My Commission Expires: July 21, 2024

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____
- (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

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. Acknowledgments 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.
- 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.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heidi A. Notheisen

all of the city of St. Louis, state of Missouri each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of November, 2021.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSJR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2020

| Assets | | Liabilities | |
|---|--------------------------------|--|--------------------------------|
| Cash and Bank Deposits..... | \$2,058,007,542 | Unearned Premiums..... | \$8,448,706,991 |
| *Bonds — U.S Government..... | 2,209,760,437 | Reserve for Claims and Claims Expense..... | 23,879,216,613 |
| *Other Bonds..... | 15,902,755,586 | Funds Held Under Reinsurance Treaties..... | 343,068,613 |
| *Stocks..... | 18,517,107,230 | Reserve for Dividends to Policyholders | 1,192,716 |
| Real Estate..... | 193,169,809 | Additional Statutory Reserve..... | 77,397,000 |
| Agents' Balances or Uncollected Premiums..... | 6,970,170,469 | Reserve for Commissions, Taxes and | |
| Accrued Interest and Rents..... | 118,399,147 | Other Liabilities | 6,279,510,804 |
| Other Admitted Assets..... | 12,079,597,645 | Total..... | \$39,029,092,737 |
| | | Special Surplus Funds..... | \$178,155,102 |
| | | Capital Stock..... | 10,000,075 |
| | | Paid in Surplus..... | 10,945,045,214 |
| | | Unassigned Surplus..... | 7,886,674,737 |
| Total Admitted Assets..... | <u>\$58,048,967,865</u> | Surplus to Policyholders | 19,019,875,128 |
| | | Total Liabilities and Surplus | <u>\$58,048,967,865</u> |



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

T Mikolajewski

Assistant Secretary

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

EXHIBIT B

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act", of the project specifications, and that:

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

EXHIBIT C

CONTRACTORS STANDARDS – PLEDGE OF COMPLIANCE

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

EXHIBIT D

EQUAL BENEFITS ORDINANCE CERTIFICATION

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

EXHIBIT E

PRODUCT ENDORSEMENT

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

EXHIBIT F

AFFIDAVIT OF DISPOSAL

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:

Pump Station 64 Motor Starter Replacement

(Project Title)

as particularly described in said contract and identified as Bid No. **K-22-1994-SLS-3**; SAP No. (IO) **21004992**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

On this _____ DAY OF _____, 2____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ known to me to be the _____ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

EXHIBIT G

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

**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.

EXHIBIT H

MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

| | | | |
|---|-------------|----------------|------------|
| Legal Name | | DBA | |
| Eaton Engineering Services & Systems | | Same | |
| Street Address | City | State | Zip |
| 4863 Shawline Street, Suite E | | CA | 92111 |
| Contact Person, Title | | Phone | Fax |
| David J Rudolph District Operations Manager | | (925) 321-9014 | N/A |

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 |
| | |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| | |
| Interest in the transaction | |
| No specific individuals gain interest from this transaction. | |

| | |
|---|---|
| Name | Title/Position |
| | |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| | |
| Interest in the transaction | |
| Direct transaction is owned by the corporation. | |

* 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.

David J Rudolph - District Operations Manager

Print Name, Title

Signature

Date

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

EXHIBIT I

FORMS

LIST OF SUBCONTRACTORS

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 | CONSTRUCTO R OR DESIGNER | DIR REGISTRATION NUMBER | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB | WHERE CERTIFIED | CHECK IF JOINT VENTURE PARTNERSHIP |
|---|--------------------------|-------------------------|------------------------------|--------------|-----------------------------|---|-----------------|------------------------------------|
| Name: <u>CHULA VISTA ELECTRIC</u> Address: <u>9344 Wheatlands Rd.</u> City: <u>Santee</u> State: <u>CA</u> Zip: <u>92071</u> Phone: <u>(619) 587-2671</u> Email: <u>cpippen@c-v-e.com</u> | Construction | 1000002595 | License # <u>175956</u> | Electric | <u>\$102K</u> | <u>SB-PW</u> <u>SB</u> | | |
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____ | | | | | | | | |

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

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

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

| NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER | MATERIALS OR SUPPLIES | DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT) | SUPPLIER (Yes/No) | MANUFACTURER (Yes/No) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB® | WHERE CERTIFIED® |
|--|-----------------------|---|-------------------|-----------------------|--|------------------|
| Name: <u>EATON Corporation</u> Address: <u>4863 Shawline St</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92111</u> Phone: <u>619-646-0059</u> Email: <u>albertonebe@eaton.com</u> | Materials | \$298,452.17 | | Yes | | |
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____ | | | | | | |

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

DEBARMENT AND SUSPENSION CERTIFICATION

EFFECT OF DEBARMENT OR SUSPENSION

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders and contractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* contracting with the City.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s)

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

| NAME | TITLE |
|-------------------|-------|
| EATON Corporation | |
| | |
| | |
| | |

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

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

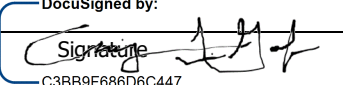
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Eaton Corporation

Certified By Craig Gob Title VP/GM

Name _____
 DocuSigned by: _____
 Signature  _____
 Date December 2, 2021 | 11:55 EST
C3BB9F686D6C447...

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

Names of the Principal individual owner(s)
FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

As part of the bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|--|-----------------|
| CHULA VISTA ELECTRIC ROBERT W FRIAR | President/owner |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |

SUBCONTRACTOR SUPPLIER MANUFACTURER

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |

Contractor Name: Chula Vista Electric
 Certified By: David J Rudolph Title: EESD Dec Manager
Name
David J Rudolph Date: 11/23/21
Signature

USE ADDITIONAL FORMS AS NECESSARY

EXHIBIT J

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.

PART 0 – EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A – GENERAL REQUIREMENTS

0-12 CONTRACT RECORDS AND REPORTS. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a) **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and

release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

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

1-2 TERMS AND DEFINITIONS. To the “WHITEBOOK”, items 43, 56, 69, and 102, DELETE in their 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. The unused portion of the Field Order shall revert to the City upon Acceptance.
- 56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
- 69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
- 102. **Walk-through** - An inspection the City uses to verify the completion of the Project or phase of the Project and to generate a Punchlist prior to Acceptance.

To the “WHITEBOOK”, item 54, “Normal Working Hours”, ADD the following:

The **Normal Working Hours** are **7:00 AM to 3:30 PM**.

To the “WHITEBOOK”, ADD the following:

- 108. **Acceptance** – When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
- 109. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
- 110. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.

1-7.1.3 Requests for Information (RFI). To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose

deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within **1 Working Day**.

2. Your RFI shall meet the following requirements:
 - a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.
 - b) RFIs shall be numbered sequentially.
 - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
 - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
 - e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, You shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive Your right to seek additional time or cost.
3. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
4. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.

1-7.2 Contract Bonds. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
 - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.

- b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

- i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
 - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.
 - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

- 7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:

Deputy Director
Construction Management and Field Engineering Division
9573 Chesapeake Drive San Diego, CA 92123

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS. To the "WHITEBOOK", ADD the following:

- 6. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, you shall remove such Subcontractor immediately upon written request of the City and shall request approval of a replacement Subcontractor to perform the Work in accordance with California Public Contract Code (PCC), Subletting and Subcontracting, Section 4107, at no added cost to the City.

3-13.1 Completion. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

3-13.1.1 Requirements Before Requesting a Walk-through. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-13.1.1 Requirements Before Requesting Substantial Completion.

1. The following items are required prior to requesting a Substantial Completion:
 - a) Remove temporary facilities from the Site.
 - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c) Provide completed and signed Red lines in accordance with 3-7.3 "Redlines and Record Documents".
 - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e) Provide all tools which are permanent parts of the equipment installed in the Project.
 - f) Provide and properly identify all keys for construction and all keys for permanent Work.
 - g) Provide all final Special Inspection reports required by the applicable building Code.
 - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
 - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
 - j) If the Work includes installing an irrigation system, provide the spare parts for the proposed irrigation system as specified in the Special Provisions.

- k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
- l) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
- m) Notify the Engineer to arrange a final inspection of any permanent BMPs installed.

3-13.1.2 Walk-through and Punchlist Procedure. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.

6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
8. The Engineer shall meet with you within 5 Working Days of notification that all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

3-13.2 Acceptance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

3-13.3 Warranty. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards. The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services. Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its customer's, equipment, components or parts resulting in whole or in part from improper

maintenance or operation or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

2. The foregoing warranties are exclusive except for warranty of title. Seller disclaims all other warranties including any implied warranties of merchantability and fitness for a particular purpose. Correction of non-conformities in the manner and for the period of time provided above shall constitute seller's sole liability and buyer's exclusive remedy for failure of seller to meet its warranty obligations, whether claims of the buyer are based in contract, in tort (including negligence or strict liability) or otherwise.

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.

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.

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

| <u>General Annual Aggregate Limit</u> | <u>Limits of Liability</u> |
|---|----------------------------|
| 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 Eaton's commercial general liability insurance shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, to the extent of Eaton's negligence.
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.

5-4.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions.

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 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.

5-4.11 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:

| <u>Workers' Compensation</u> | <u>Statutory Employers Liability</u> |
|------------------------------|--------------------------------------|
| 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. Eaton's commercial general liability insurance policy 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 to the extent of Eaton's negligence.

5-13 **ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Virtual Project Manager shall be used on this Contract.
2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
4. Review and act on all communications addressed to you in the VPM project website.
5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:

<https://www.sandiego.gov/ecp/edocref/>
6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

5-15.1 **General.** To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. If your construction activities have encountered flammable liquids or other hazardous substances, you shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.
 - a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the “WHITEBOOK”, item 1, subsection “e” and “s”, DELETE in its entirety and SUBSTITUTE with the following:

- e) Monthly progress payments are contingent upon the submittal of an updated Schedule to the Engineer. The Engineer may refuse to process the whole or part of any monthly payment if you refuse or fail to provide an acceptable schedule.
- 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.
 - i. Refer to the Sample City Invoice materials in **Exhibit N – Sample City Invoice with Cash Flow Forecast** and use the format shown.
 - ii. See also the “Cash Flow Forecast Example” at the location below:

<https://www.sandiego.gov/ecp/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".

6-4.4

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.

**ADD:
6-6.1.1**

Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Pump Station 64 Motor Starter Replacement**, Project No. **IO 21004992**, as referenced in the Contract Exhibit. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Exhibit L**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.9

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

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

**TABLE 7-3.9
FIELD ORDER LIMITS**

| Contract Price | Maximum 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 |

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.

7-4.3 Markup. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

1. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
 - a) Regardless of the number of a Subcontractor's tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost then 5% for any remaining costs. You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
 - b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
 - c) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

SECTION 302 – ROADWAY SURFACING

302-4.5 Scheduling, Public Convenience and Traffic Control. To the "GREENBOOK", paragraphs (1) and (2), DELETE in their entirety and SUBSTITUTE with the following:

1. In addition to the requirements of Part 6, you shall comply with the following:
 - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
 - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary "No Parking" signs 72 hours in advance.
 - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5.1.1 **General.** To the “WHITEBOOK”, ADD the following:

7. For the purposes of this section, the terms “walk” and “access ramp” shall be synonymous with “sidewalk” and “curb ramp and pedestrian ramp”, respectively.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 **GENERAL.** To the “WHITEBOOK”, ADD the following:

7. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.
-

EXHIBIT K

PROPOSAL

PROPOSAL

To the City of San Diego:

In accordance with the Contractors proposal, the specifications and requirements on file with the City Clerk and the Contract documents, 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 contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other contractor, 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 contractor 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 contractor(s) further warrants that contractor(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, contractor(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted _____

(2) Signature, with official title of officer authorized to sign for the corporation:

(Signature)

(Printed Name)

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of _____

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

THE FOLLOWING SECTIONS MUST BE FILLED IN

The Contractor holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION _____

LICENSE NO. _____ EXPIRES _____, _____

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

TAX IDENTIFICATION NUMBER (TIN): _____

E-Mail Address: _____

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature _____ Title _____

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____, _____.

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

CITY OF SD SEWER PUMP STATION 64

Eaton Proposal Number SND5-201231-02-STG
December 31, 2020



Presented By: Eaton Corporation
Electrical Engineering Services & Systems
4863 Shawline Street Suite E
San Diego, CA 92111

Contacts:

Eaton Corporation
Electrical Engineering Service & Systems
Field Service Representative:
Steve Guido (SND5)
Phone: (M) 858-663-3770
Email: stevetguido@eaton.com



Powering Business Worldwide

December 30, 2020

Attention: Margaret Quach, P.E.
Associate Electrical Engineer
E&M Engineering Support
Public Utilities Department City of San Diego
Phone # (858) 292 -6430

Subject: New 2400 VAC MV MCC HV1 Lineup and Installation for City of San Diego Sewer Pump Station #64 Eaton Proposal Number: **SND5-201231-02-STG**

Dear Margaret Quach

Thank you for considering Eaton's Electrical Engineering Services & Systems (E-ESS) for your electrical solutions requirements. This proposal outlines our proposed scope of work at the **City of San Diego Sewer Pump Station #64**

Qualifications

Eaton's Electrical Engineering Services & Systems is committed to providing the highest quality services, while providing advanced product-based solutions. Eaton implemented the following programs and procedures to establish a new level of excellence in field engineering service quality.

1. We have developed comprehensive standardized test procedures that meet or exceed industry standards. Our observance of such high-quality standards demonstrates our commitment to identifying any potential product deficiencies. All of this ensures that when we test a power distribution system, we can provide an accurate and impartial assessment of its suitability and reliability.
2. Eaton field personnel are certified to test per NETA standards by the National Institute for Certification in Engineering Technologies (NICET) Electrical Power Certification Program. This program provides an independent verification of the capabilities, knowledge and experience of our field personnel for electrical testing.
3. All our field personnel are thoroughly trained, with lead personnel having extensive field service and project management experience. Our field personnel receive training by both Eaton and other vendors, through which they obtain a clear understanding of the entire equipment construction and assembly process. This preparation is advantageous in the field during commissioning and subsequent service work. Additionally, our field personnel have direct access to factory personnel, a benefit not always available to most independent service companies. Safety training related to Arc flash and OSHA requirements are also provided to all field service personnel, and we maintain safety training records.



4. We maintain an equipment calibration program in accordance with the International Standards Organization (ISO). Furthermore, we have invested in the latest technologically advanced field test equipment and diagnostic software.
5. Our field personnel have access to one of the largest groups of Power System Engineers, which are dedicated to the study of electrical power distribution systems. Their primary expertise involves performing technically independent power system studies, including short-circuit, coordination, Arc Flash, load-flow, motor starting, harmonics and other power quality and system reliability related analysis.

Equipment Bill of Material

2400VAC 1200A AMPGARD LINEUP
4 MV RVSS STARTERS
1 FUSED SWITCH
1 UNDERGROUND PULL SECTION

Scope of Work

Eaton Corporation will provide the necessary equipment to install the entire Ampgard 2400 V Line Up

Provide labor as follows:

- **4 Wireman**
- **Monday – Friday, 10-hour shifts. Any hours beyond this will be an added cost.**
- **Provide Lock Out Tag Out (LOTO) and switching for the isolation and replacement of the (8) motor starters supplying pumps #3,#4,#7,#8 #9,#10, #11, #12 plus Fused Disconnect Switch and Cabling Section.**
- **Assist Eaton Technicians with the demolition and disposal of (8) motor starters.**
- **Provide (1) metals dumpster and haul off for the demolished switchgear.**
- **Provide testing of the existing cables supplying pumps 3,4,7,8 9,10,11& 12. Testing will be done with the use of DC Megger or High Potential Tester.**
- **Wireman will assist 2 Eaton technicians with the installation of the (8) new motor starters**
- **Splice and extend the existing conductors to the new starters and re-terminate.**
- **Extend (3) 1-1/2” rigid conduits approximately 5’ each for starter controls. New Lineup is not as tall as existing.**
- **Demo existing controls as well as MV MCC Starters**
- **Once installed perform Acceptance Testing, Commissioning and Start Up on the 8 Units.**
- **Since Eaton Engineering Services Division(EESSD) will be performing start up an additional year warranty will be given**
- **EESSD, as a factory authorized representative, must perform start up and commissioning or the RVSS starters warranty will be voided**
- **EESD will also perform an Arc Flash Study for entire new MV MCC Lineup.**
- **Labels will be provided and installed at appropriate locations.**

Pricing

Pricing for the scope of work described above is as follows:

| Item | Description | Price (NET) |
|--------------|---|---------------------|
| 001 | 6 Section Ampgard Line up (1 st 4 sections were previously purchased). See Detailed Bill of Material | \$298,452.17 |
| 002 | Installation of 10 Sections (8 MV Starters, Fused Disconnect, Cable Section. The Installation includes Acceptance Testing, Start Up and Commissioning as well as an individual Arc Flash Study. AF Labels will be installed by EESSD during start up. | \$156,322.00 |
| TOTAL | | \$454,774.17 |

Price for the above scope of work is based on performing site work Straight Time Hours on a weekday-day turn.

Qualifications / Clarifications

- Eaton has included 30 minutes of safety training for the first workday.
- No time/labor included for site specific training meetings/classes/videos. If required, additional charges will apply and will be billed separately from this proposal.
- Any significant delays due to adverse weather will result in additional charges.
- If straight time work is required to be performed on an overtime basis, Customer will be billed the difference between the straight time and overtime rate.
- Stand-by power needs, if deemed necessary, are not included.
- Applicable fees for outage related costs, including stand-by and re-connect services, are not included.
- Method of procedure (MOP) development or meeting time not outlined in the scope of work will be treated as an extra.
- Delays beyond the control of Eaton, extras and authorized additional work will be charged in accordance with the Eaton's Electrical Engineering Services & Systems 2018 Price List PL02700001E.
- Delay time: If Eaton arrives onsite to perform scheduled work and the work is cancelled, Eaton will charge for four (4) hours minimum per person, plus travel expenses if no replacement work can be scheduled. If enough notice (72 hours) is given to Eaton when canceling scheduled work, no additional charge will apply.

Testing Clarifications:

- All testing will be performed by Eaton's Electrical Engineering Services & Systems (EESS) per Eaton's standard testing guidelines unless otherwise specified. An additional year of warranty shall be provided upon completion of electrical testing by Eaton to all Eaton provided equipment.
- All test results will be evaluated in accordance with manufacturer's published data.
- No "Optional" NETA tests are included.

- The isolation of cables for testing will be completed by opening the line and load devices only. No unbolting of cables for isolation has been included.

Safety Training of Eaton Field Personnel:

- All Eaton field personnel received training to comply with OSHA CFR1910 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). Safety standards are in place to meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) have been issued.
- The customer is responsible to ensure that any supporting plant personnel have also be fully trained in electrical safety and provided with the appropriate personnel protective equipment.

Proprietary and Confidential Information

This submittal contains Eaton proprietary and confidential information, which may only be used by you to evaluate and respond to this submittal. By accepting this submittal from Eaton, you agree to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

Terms and Conditions

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 effective November 1, 2017. Taxes, if applicable, are not included. This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Eaton. Payments are due and payable net within thirty (30) days from the date of each invoice.

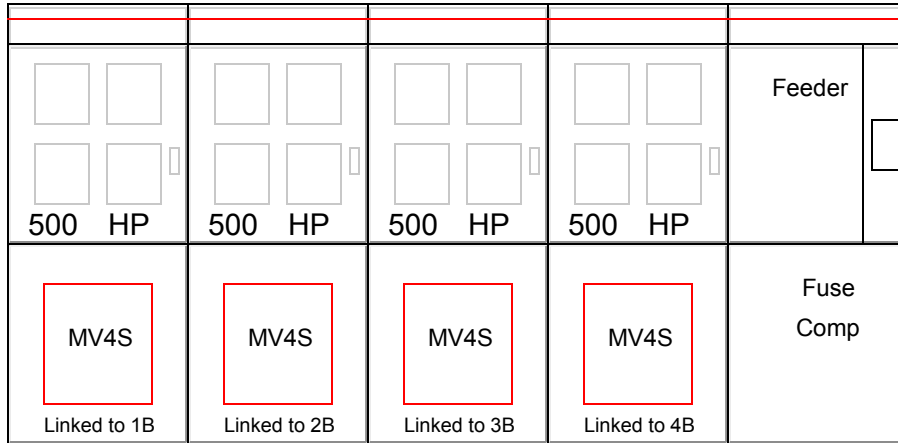
Please reference Proposal number **SND5-201231-02STG** on any purchase order issued in response to this proposal.

It is a privilege to have this opportunity to be of service. If there are any further questions or needs, please contact me at (858) 264-7620 or by email at Stevetguido@eaton.com.

Sincerely,

Steve Guido

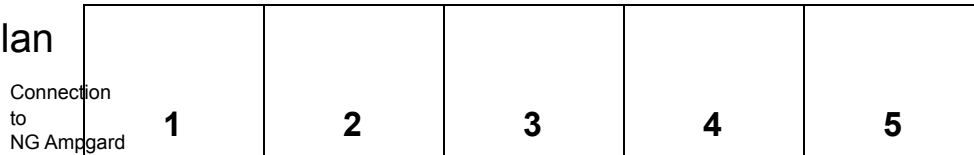
Steve Guido
Field Service Representative
4863 Shawline Street, Suite E
San Diego, CA 92111
Phone: (858)663-3770
Email: stevetguido@eaton.com
Eaton's Electrical Engineering Services & Systems
<http://www.eaton.com/eess>



Front View

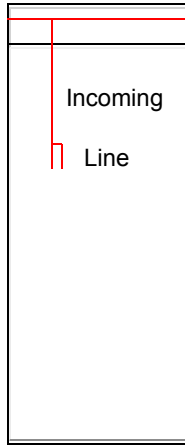
1 2 3 * 4 5

Rear
Floor Plan

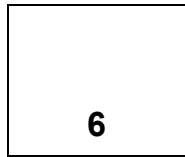


| Structure | 1 | 2 | 3 | 4 | 5 |
|---------------|-------|-------|-------|-------|-------|
| Ship-Inches | | | 108 | | |
| Ship-MM | | | 2743 | | |
| Width-Inches | 36.00 | 36.00 | 36.00 | 36.00 | 36.00 |
| Width-MM | 914 | 914 | 914 | 914 | 914 |
| Depth-Inches | 30 | 30 | 30 | 30 | 30 |
| Depth-MM | 762 | 762 | 762 | 762 | 762 |
| Height-Inches | 92 | 92 | 92 | 92 | 92 |
| Height-MM | 2336 | 2336 | 2336 | 2336 | 2336 |
| Weight-Lbs | 1700 | 1700 | 1700 | 1700 | 1100 |
| Weight-Kg | 771 | 771 | 771 | 771 | 498 |

| | | | | | |
|---|----------------------------|----------------------------------|---|-----------------------------|-----------------|
| The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied. | PREPARED BY LUIS VISOSO | DATE 8/6/2020 | Eaton Asheville, NC | | |
| | APPROVED BY | DATE | JOB NAME City of San Diego PS 64 Remaining | DESIGNATION 4 RVSS REV 2 | |
| | VERSION 1.1.9.0 | TYPE Ampgard MV Motor Control | DRAWING TYPE Customer Appr. | | |
| NEG-ALT Number SN220731X0K1-0000 | REVISION 0 | DWG SIZE A | G.O. | ITEM | SHEET 2 of 8 |



6



| | | | | | |
|---------------|-------|--|--|--|--|
| Structure | 6 | | | | |
| Ship-Inches | 108 | | | | |
| Ship-MM | 2743 | | | | |
| Wdth-Inches | 36.00 | | | | |
| Wdth-MM | 914 | | | | |
| Depth-Inches | 30 | | | | |
| Depth-MM | 762 | | | | |
| Height-Inches | 92 | | | | |
| Height-MM | 2336 | | | | |
| Weight-Lbs | 1400 | | | | |
| Weight-Kg | 635 | | | | |

| | | | | | |
|---|-------------|--------------------------|---------------------|-----------------------------------|--------|
| The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied. | PREPARED BY | DATE | Eaton Asheville, NC | | |
| | LUIS VISOSO | 8/6/2020 | JOB NAME | City of San Diego PS 64 Remaining | |
| | APPROVED BY | DATE | DESIGNATION | 4 RVSS REV 2 | |
| | VERSION | TYPE | DRAWING TYPE | | |
| | 1.1.9.0 | Ampgard MV Motor Control | Customer Appr. | | |
| NEG-ALT Number | REVISION | DWG SIZE | G.O. | ITEM | SHEET |
| SN220731X0K1-0000 | 0 | A | | | 3 of 8 |

Ampgard Medium Voltage Motor Control Line-up Information

Global Special Modifications

Str# Structure & Compartment Descriptions & Modifications

| | | | | |
|---|---------|---|---|--------------------|
| 1 | Starter | Structure Composite Drawing: No Composite Match Unit 1B Starter-400A FLA 90-155, Ampgard MV4S Soft Start,NR RO Catalog Number: S410B4BA Power Units: HP Entered Power Value: 500 Control Power Transformer: 2 KVA Mechanical Latch: None Space Heater Rating: 375 Watt @ 250 Volt Incoming Line Direction: Cable Size: Number of Cables: Ground Size: Number of Grounds: To maintain the warranty, startup from an Eaton Certified Specialist is required for RVSS and is not included in this quote Starter Isolation Switch 1D Current Limiting Power Fuses 1D Current Transformers 1D 3 PHASE PT 1D Main Contactor Roll-In/Roll-Out 1D Bypass Contactor Roll-In/Roll-Out 1D 2400V 400A RVSS 1D Low Voltage Control Compartment 1D Set of Control Circuit Terminal Blocks 1D Interposing Relay 3NO 1NC 1D Interposing Relay 2NO 2NC Misc. Indicating Light, LED Misc. Indicating Light, LED Reset Pushbutton 1D CT SCTB 1D Misc 2 Pos Selector Sw Schweitzer SEL710 Motor Protection Relay Two PTs in open delta, 7.2KV max 30mm (E34) Start/Stop Pushbutton 30mm (E34) Stop, Emergency Pushbutton MAX Relay D15 Control Relay, 600V, AC coil GFCT 50/5 30mm (E34) Amber Indicating Light, PTT LED This compartment's labelling does not match that of the line-up. | Ride Through Circuit: 130ms Space Heater Source: Remote Source Space Heater Disconnect: Thermostat Incoming Load Direction: Cable Size: | Bottom 2/0 1 |
| | Unit 1D | Solid State LV Control-Solid State RV Auxiliary | | |

| | | | | | |
|--|-------------|--------------------------|----------------------------|---|--------|
| The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied. | PREPARED BY | DATE | Eaton Asheville, NC | | |
| | LUIS VISOSO | 8/6/2020 | | | |
| | APPROVED BY | DATE | JOB NAME | City of San Diego PS 64 Remaining 4 RVSS REV 2 | |
| | | DESIGNATION | | | |
| | VERSION | TYPE | DRAWING TYPE | | |
| | 1.1.9.0 | Ampgard MV Motor Control | Customer Appr. | | |
| NEG-ALT Number | REVISION | DWG SIZE | G.O. | ITEM | SHEET |
| SN220731X0K1-0000 | 0 | A | | | 4 of 8 |

Cell

Catalog Number: RVSSENCLA

2 Starter

Structure Composite Drawing: No Composite Match

Unit 2B Starter-400A FLA 90-155, Ampgard MV4S Soft Start,NR RO

Catalog Number: S410B4BA

Power Units: HP

Entered Power Value: 500

Control Power Transformer: 2 KVA

Mechanical Latch: None

Space Heater Rating: 375 Watt @ 250 Volt

Ride Through Circuit: 130ms

Space Heater Source: Remote Source

Space Heater Disconnect: Thermostat

Incoming Line Direction:

Cable Size:

Incoming Load Direction:

Cable Size:

Bottom
2/0
1

Number of Cables:

Ground Size:

Number of Grounds:

Number of Cables:

Ground Size:

Number of Grounds:

To maintain the warranty, startup from an Eaton Certified Specialist is required for RVSS and is not included in this quote

Starter Isolation Switch 2D

Current Limiting Power Fuses 2D

Current Transformers 2D

3 PHASE PT 2D

Main Contactor Roll-In/Roll-Out 2D

Bypass Contactor Roll-In/Roll-Out 2D

2400V 400A RVSS 2D

Low Voltage Control Compartment 2D

Set of Control Circuit Terminal Blocks 2D

Interposing Relay 3NO 1NC 2D

Interposing Relay 2NO 2NC 2D

Misc. Indicating Light, LED

Misc. Indicating Light, LED

Reset Pushbutton 2D

CT SCTB 2D

Misc 2 Pos Selector Sw

Schweitzer SEL710 Motor Protection Relay

Two PTs in open delta, 7.2KV max

30mm (E34) Start/Stop Pushbutton

30mm (E34) Stop, Emergency Pushbutton

MAX Relay

D15 Control Relay, 600V, AC coil

GFCT 50/5

30mm (E34) Amber Indicating Light, PTT LED

This compartment's labelling does not match that of the line-up.

Unit 2D Solid State LV Control-Solid State RV Auxilliary

| | | | | | |
|--|-------------|--------------------------|---------------------|-----------------------------------|--------|
| The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied. | PREPARED BY | DATE | Eaton Asheville, NC | | |
| | LUIS VISOSO | 8/6/2020 | JOB NAME | City of San Diego PS 64 Remaining | |
| | APPROVED BY | DATE | DESIGNATION | 4 RVSS REV 2 | |
| | VERSION | TYPE | DRAWING TYPE | | |
| | 1.1.9.0 | Ampgard MV Motor Control | Customer Appr. | | |
| NEG-ALT Number | REVISION | DWG SIZE | G.O. | ITEM | SHEET |
| SN220731X0K1-0000 | 0 | A | | | 5 of 8 |

Cell

Catalog Number: RVSSENCLA

3 Starter

Structure Composite Drawing: No Composite Match

Unit 3B Starter-400A FLA 90-155, Ampgard MV4S Soft Start,NR RO

Catalog Number: S410B4BA

Power Units: HP

Entered Power Value: 500

Control Power Transformer: 2 KVA

Mechanical Latch: None

Space Heater Rating: 375 Watt @ 250 Volt

Ride Through Circuit: 130ms

Space Heater Source: Remote Source

Space Heater Disconnect: Thermostat

Incoming Line Direction:

Cable Size:

Incoming Load Direction:

Cable Size:

Bottom
2/0
1

Number of Cables:

Ground Size:

Number of Grounds:

Number of Cables:

Ground Size:

Number of Grounds:

To maintain the warranty, startup from an Eaton Certified Specialist is required for RVSS and is not included in this quote

Starter Isolation Switch 3D

Current Limiting Power Fuses 3D

Current Transformers 3D

3 PHASE PT 3D

Main Contactor Roll-In/Roll-Out 3D

Bypass Contactor Roll-In/Roll-Out 3D

2400V 400A RVSS 3D

Low Voltage Control Compartment 3D

Set of Control Circuit Terminal Blocks 3D

Interposing Relay 3NO 1NC 3D

Interposing Relay 2NO 2NC 3D

Misc. Indicating Light, LED

Misc. Indicating Light, LED

Reset Pushbutton 3D

CT SCTB 3D

Misc 2 Pos Selector Sw

Schweitzer SEL710 Motor Protection Relay

Two PTs in open delta, 7.2KV max

30mm (E34) Start/Stop Pushbutton

30mm (E34) Stop, Emergency Pushbutton

MAX Relay

D15 Control Relay, 600V, AC coil

GFCT 50/5

30mm (E34) Amber Indicating Light, PTT LED

This compartment's labelling does not match that of the line-up.

Unit 3D Solid State LV Control-Solid State RV Auxilliary

| | | | | | |
|--|-------------|--------------------------|---------------------|-----------------------------------|--------|
| The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied. | PREPARED BY | DATE | Eaton Asheville, NC | | |
| | LUIS VISOSO | 8/6/2020 | JOB NAME | City of San Diego PS 64 Remaining | |
| | APPROVED BY | DATE | DESIGNATION | 4 RVSS REV 2 | |
| | VERSION | TYPE | DRAWING TYPE | | |
| | 1.1.9.0 | Ampgard MV Motor Control | Customer Appr. | | |
| NEG-ALT Number | REVISION | DWG SIZE | G.O. | ITEM | SHEET |
| SN220731X0K1-0000 | 0 | A | | | 6 of 8 |

Cell

Catalog Number: RVSSENCLA

4 Starter

Structure Composite Drawing: No Composite Match

Unit 4B Starter-400A FLA 90-155, Ampgard MV4S Soft Start,NR RO

Catalog Number: S410B4BA

Power Units: HP

Entered Power Value: 500

Control Power Transformer: 2 KVA

Mechanical Latch: None

Space Heater Rating: 375 Watt @ 250 Volt

Ride Through Circuit: 130ms

Space Heater Source: Remote Source

Space Heater Disconnect: Thermostat

Incoming Line Direction:

Cable Size:

Incoming Load Direction:

Cable Size:

Bottom
2/0
1

Number of Cables:

Ground Size:

Number of Grounds:

Number of Cables:

Ground Size:

Number of Grounds:

To maintain the warranty, startup from an Eaton Certified Specialist is required for RVSS and is not included in this quote

Starter Isolation Switch 4D

Current Limiting Power Fuses 4D

Current Transformers 4D

3 PHASE PT 4D

Main Contactor Roll-In/Roll-Out 4D

Bypass Contactor Roll-In/Roll-Out 4D

2400V 400A RVSS 4D

Low Voltage Control Compartment 4D

Set of Control Circuit Terminal Blocks 4D

Interposing Relay 3NO 1NC 4D

Interposing Relay 2NO 2NC

Misc. Indicating Light, LED

Misc. Indicating Light, LED

Reset Pushbutton 4D

CT SCTB 4D

Misc 2 Pos Selector Sw

Schweitzer SEL710 Motor Protection Relay

Two PTs in open delta, 7.2KV max

30mm (E34) Start/Stop Pushbutton

30mm (E34) Stop, Emergency Pushbutton

MAX Relay

D15 Control Relay, 600V, AC coil

GFCT 50/5

30mm (E34) Amber Indicating Light, PTT LED

This compartment's labelling does not match that of the line-up.

Unit 4D Solid State LV Control-Solid State RV Auxiliary

| | | | | | |
|--|-------------|--------------------------|---------------------|-----------------------------------|--------|
| The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied. | PREPARED BY | DATE | Eaton Asheville, NC | | |
| | LUIS VISOSO | 8/6/2020 | JOB NAME | City of San Diego PS 64 Remaining | |
| | APPROVED BY | DATE | DESIGNATION | 4 RVSS REV 2 | |
| | VERSION | TYPE | DRAWING TYPE | | |
| | 1.1.9.0 | Ampgard MV Motor Control | Customer Appr. | | |
| NEG-ALT Number | REVISION | DWG SIZE | G.O. | ITEM | SHEET |
| SN220731X0K1-0000 | 0 | A | | | 7 of 8 |

Cell

Catalog Number: RVSSENCLA

5 Switch

Structure Composite Drawing: No Composite Match

Unit 5B Switch-600 Ampere LBS Switch

Catalog Number: TFFA060A
Space Heater Rating: None

Incoming Line Direction: Incoming Load Direction: Bottom
Cable Size: None Cable Size: TBD
Number of Cables: None Number of Cables:
Ground Size: Ground Size:
Number of Grounds: Number of Grounds:

Unit 5D Fuse Compartment 150E Fuse HLE

Catalog Number: FUSES150E

6 Incoming Line

Structure Composite Drawing:
Unit 6D Incoming Line-Incoming Line Floor Mtd 36" Wide or More

Catalog Number: IR3688BA
Space Heater Rating: None

Incoming Line Direction: Incoming Load Direction:
Cable Size: Cable Size:
Number of Cables: Number of Cables:
Ground Size: Ground Size:
Number of Grounds: Number of Grounds:

The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

| | | | | | |
|-------------------------------------|------------------|---|-----------------------------|--------------------------------|-----------------|
| PREPARED BY LUIS VISOSO | DATE 8/6/2020 | Eaton | | Asheville, NC | |
| APPROVED BY | DATE | JOB NAME City of San Diego PS 64 Remaining | DESIGNATION 4 RVSS REV 2 | | |
| VERSION 1.1.9.0 | | TYPE Ampgard MV Motor Control | | DRAWING TYPE Customer Appr. | |
| NEG-ALT Number SN220731X0K1-0000 | REVISION 0 | DWG SIZE A | G.O. | ITEM | SHEET 8 of 8 |

Solid-State Reduced Voltage Starter Medium Voltage

Medium Voltage Solid-State Reduced Voltage Starters, covered by this guideline, are comprised of Eaton Corporation type MV4S medium voltage Solid-State Reduced Voltage Starters. Other manufacturers of similar type are covered by this guideline as well.

Eaton Corporation has identified that warranty-related costs may be associated with improper site testing by groups which are not factory trained. Eaton Corporation offers a Standard 2-Year Warranty on Eaton Corporation products, when all engineering studies and site acceptance testing is completed by Eaton's Electrical Engineering Services & Systems (EESS).

The following guideline provides EESS "Accepted Standards" for performing site testing services as recommended by the manufacturer. These guidelines do not cover all details, variations, or combinations of the equipment, its installation, checkout, and safe operation. Care must be exercised to comply with local, state, and national regulations, as well as safety practices for this class of equipment.

Consult specific instruction manuals and drawings for detailed installation and operating procedures. Medium Voltage Solid-State Reduced Voltage Starters should be installed, operated, and maintained by qualified personnel as defined by OSHA.

DO NOT ATTEMPT TO INSTALL OR WORK ON EQUIPMENT WHILE IT IS ENERGIZED



Always verify that no voltage is present before proceeding with testing. Assume all circuits are energized. Confirm primary sources of power are disconnected, tagged, and locked out. Always follow all local, state, and national regulations including OSHA requirements and generally accepted safety procedures.

For a complete list of Instruction Leaflets (IL's) and Instruction Bulletins (IB's), access the Eaton Corporation website at www.eaton.com/electrical.

PART 1 SITE ACCEPTANCE TESTING

1.01 MECHANICAL AND VISUAL INSPECTION

- A. Examine the solid-state reduced voltage starter installation
 - 1. Shipped loose and shipped short components
 - 2. Shipping damage
 - 3. Loose or obviously damaged components
 - 4. Proper identification
 - 5. Physical damage from installation
- B. Inspect:
 - 1. Mounting of the assembly
 - 2. Inspect grounding connections
 - 3. Insulators for evidence of physical damage or contaminated surfaces.
 - 4. Wiring for damaged insulation, broken leads, proper crimping, and overall general condition
- C. Review the solid-state reduced voltage starter sizing with the motor sizing and application requirements.
- D. Review automation system to be used (as applicable) with solid-state reduced voltage starter
- E. Perform safety inspection of the solid-state reduced voltage starter installation and its associated equipment.
 - 1. Tag and lock out all power sources to the solid-state reduced voltage starter according to the end users and commissioners policies until the commissioner is prepared to energize the solid-state reduced voltage starter.
 - 2. Perform a walk around of the application and equipment to determine level of preparedness for operation.
 - 3. Test all safety interlock operation
 - 4. Survey the installation environment to ensure it is safe and is within Eaton solid-state reduced voltage starter ambient specifications (<40 Degrees C) for operation.
 - 5. Establish whether solid-state reduced voltage starter testing will be performed with or without its load attached.
 - 6. Have end user representative prepare equipment if necessary for integrated testing.
- F. Review solid-state reduced voltage starter installation and its connected load for proper installation.
 - 1. Record motor nameplate information.
 - 2. Verify correct enclosure type for environment
 - 3. Verify load cables are < 1000ft of total cable.
 - 4. Note any load side capacitance that may adversely interact with soft-start including the motor terminal box.
 - 5. Incoming power, outgoing motor, and control wiring are each in their own conduit.
 - 6. All wiring has been accomplished to manufacturer's specifications for the size of the solid-state reduced voltage starter and its connected load.
 - 7. The solid-state reduced voltage starter is clean and free of installation debris, equipment, or tools.

1.02 INITIAL ENERGIIZATION

- A. Perform Pre-Power checks.
 - 1. Perform continuity tests on all power and control fuses.
 - 2. Check connection of all fiber optic connections from the CPU board to the MV4S truck. Physically tug on all cables to make sure they are firmly seated.
 - 3. Review cable and motor SAT test results.
- B. Perform initial power on safety checks.

1. With the isolation switch in the off position plug an extension cord into the test plug in the low voltage control compartment.
2. Verify power-up of the control circuit, especially the motor protective relay (MPR) and MV4S control in the lower compartment. Verify green LEDs lit on all MV4S poles.
3. Verify programming of the MPR including programming notes on the schematic. Relay should NOT be set for reduced voltage operation.
4. Verify programming of the MV4S. Protection settings on the MV4S are backup for the MPR settings only and can be turned off or set to guard band positions. Guard band is defined as 10% wider than MPR settings.
5. If PT bus is used, read the voltage on all applicable starter metering and verify it reads correct with actual bus voltage.
6. Remove extension cord and replace test plug.

C. Powered Checklist

1. Close isolation switch and verify power-up of the control circuit.
2. Verify operation of the starter by performing a low output test.
3. Bump for rotation by placing the MV4S in jog mode and raising the jog voltage gradually.
 - a. Have customer representative confirm that the motor is ready to rotate.
 - b. Bump the motor to check it's direction of rotation in the following order:
 1. Check rotation from the solid-state reduced voltage starter.
 2. After checking solid-state reduced voltage starter rotation if a bypass is used, check rotation from the bypass.
4. Initiate a momentary start-stop sufficient to cause motor rotation and determine optimal starting voltage.
5. Place the MV4S in voltage ramp mode unless the current limit mode is specifically desired.
6. On set point page 2, enter the optimum starting voltage from the step above as initial voltage. Set ramp time to appropriate value.
7. On set point page 8, enter the expected acceleration time plus five seconds.
8. Obtain the maximum allowable start time from motor data sheet or motor manufacturer's representative.
9. Initiate a start. If problems are encountered consult the MV4S Troubleshooting Guide.

Whenever the motor has been started and run, if even for a portion of start-up, allow 15 minutes for the snubber capacitors on the poles to discharge before touching the poles. A tic tracer will not register a DC voltage

10. Program any additional solid-state reduced voltage starter parameters as specified by the customer and in accordance manufacturer's model-specific instructions

D. Operation of the RVSS and Motor

1. It is preferred that the testing from this point on be done with the motor coupled to the normal operating load.
2. Testing of an unload application or just a motor is valid but should be noted in the commissioning documentation.
3. Perform operational checks in accordance with manufacturer's model-specific instructions

1.03 AFTER TESTING

A. Final Inspection:

1. Verify that the equipment is thoroughly clean. Notify the customer if the equipment is not clean.

B. Finish recording data on the EESS data form, completely filling in all the appropriate blocks

- C. Note corrective actions taken, deficiencies and recommendations, and any general comments
- D. Forward a copy of the Commissioning Report Form, marked prints of any circuit changes, and the settings files of the MV4S and MPR to the factory.
- E. Apply an EESS test sticker to the equipment
- F. Review and organize all test results and forms
- G. Contact a customer representative to report results and follow-up actions
- H. Write and submit a formal report

PART 2 ADDITIONAL SITE SERVICES

2.01 STARTUP AND ENERGIZING SERVICES (TIME AND MATERIAL SERVICES)

- A. Initial energization on-site support
- B. Voltage Phasing and/or Rotation tests
- C. Program motor protective device addresses for microprocessor-communication packages
- D. Perform typical operational checks including:
 1. Measure and record motor voltage and compare to solid-state reduced voltage starter display
 2. Measure and record motor current and compare to solid-state reduced voltage starter display
 3. Measure and record line voltage and line current
 4. Perform full power motor run
 5. Confirm control systems function

2.02 FUNCTIONAL PERFORMANCE TEST

- A. Perform system function tests. The system function tests must prove the correct interaction with external control processes.



Eaton Corporation
 Electrical Sector
 1000 Cherrington Parkway
 Moon Township, PA 15108
 877-ETN-CARE (877-386-2273)
 Eaton.com

© 2015 Eaton Corporation
 All Rights Reserved
 Printed in USA
 Publication No. SATSU-15-1 Solid-State Reduced Voltage Starter – Medium Voltage
 January 2015

PROPOSAL

The contractor agrees to the construction of **Pump Station 64 Motor Starter Replacement** for the City of San Diego, in accordance with these contract documents for the prices listed below.

| Item No. | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
|--------------------------|-----------------|-------------|--------------|--------------------------|----------------------------------|-------------------|------------------|
| 1. | 1 | LS | | 1-7.2.1 | Bonds (Payment and Performance) | \$12,500.00 | \$12,500.00 |
| 2. | 1 | LS | | 7-3.1.3 | Purchase of 4 Motor Starters | \$298,452.17 | \$298,452.17 |
| 3. | 1 | LS | | 7-3.1.4 | Installation of 8 Motor Starters | \$156,322.00 | \$156,322.00 |
| 4. | 1 | AL | | 7-4.1 | Field Orders | \$32,725.83 | \$32,725.83 |
| TOTAL BASE PRICE: | | | | | | | \$500,000.00 |

TOTAL PRICE (Items 1 through 4 inclusive) amount written in words:

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

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

Contractor: _____

Title: _____

Business Address: _____

Place of Business: _____

Place of Residence: _____

Signature: _____

- A. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- B. All extensions of the unit prices will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- C. In the case of inconsistency or conflict, between the sums of the Extensions and the total, the sum of the Extensions shall govern.

EXHIBIT L

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: X Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Engineering & Capital Projects Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

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

Project Name: Sewer Pump Station 64 Motor Starter Replacement **IO No.:** 21004992

Project Location-Specific: 10745 Roselle St, within the Sorrento Valley Community Planning Area & Council District 1

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: Replacement of all eight existing medium voltage motor starters in Sewer Pump Station 64. Existing starters are to be removed and disposed of and will be replaced in kind. New starters shall be installed to existing switchgear and integrated with the remaining pump starters. All work will remain within the Pump Station interior. No excavation is required.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: Peter Fogec, Senior Planner (OCA), 525 B Street, Suite 750, San Diego, CA, 92101, (619) 533-5118

Exempt Status:

- () Ministerial (Sec. 21080(b)(1); 15268);
- () Declared Emergency (Sec. 21080(b)(3); 15269(a));
- () Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- (X) Categorical Exemption: 15301(b) – (Existing Facilities)
- () Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines 15301(b) (Existing Facilities) which allows for the maintenance of existing mechanical equipment for a publicly owned utility (i.e. replacement of starter motors in wastewater pump station); and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Peter Fogec, Senior Planner (OCA)

Telephone: (619) 533-5118

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? () Yes () No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA

Carrie Purcell

Carrie Purcell, Assistant Deputy Director

2/25/21

Date

Check One:

Signed By Lead Agency

Signed by Applicant

Date Received for Filing with County Clerk or OPR:

EXHIBIT M

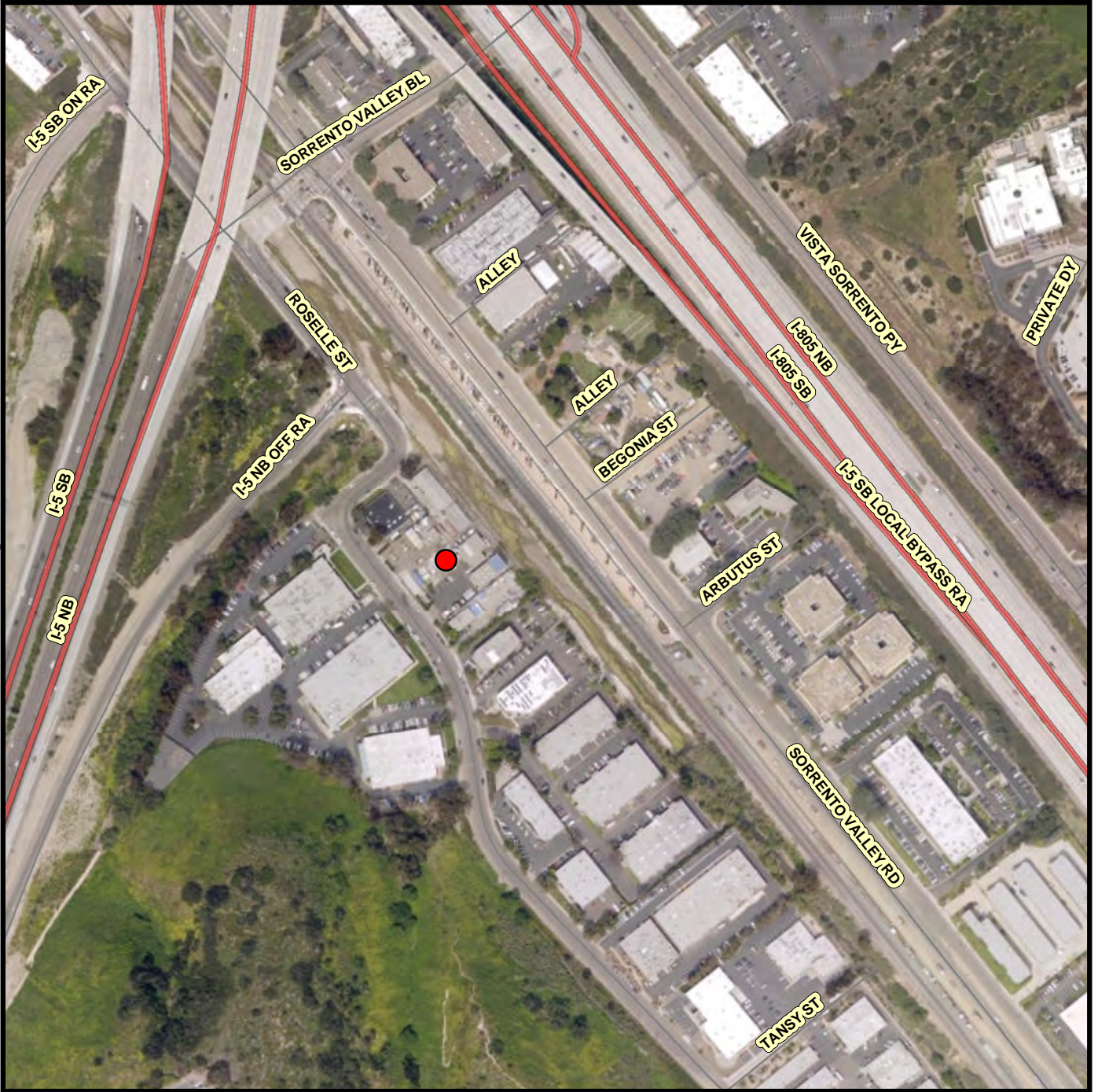
LOCATION MAP

Sewer Pump Station 64 Motor Starter Replacement

SENIOR ENGINEER
Jong Choi
619-533-5493

PROJECT MANAGER
Jeff Cramoline
619-533-3156

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



Legend

 Area of Work



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

EXHIBIT N

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

| | |
|-----------------------------|-----------------|
| 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 |

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

| 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 | | | | | | | | | | | | |

SAMPLE REFERENCE