

# City of San Diego

**CONTRACTOR'S NAME:** A.B. Hashmi, Inc.  
**ADDRESS:** 13066 Deer Canyon Court, San Diego, CA 92131  
**TELEPHONE NO.:** (760) 672-8059 **FAX NO.:** \_\_\_\_\_  
**CITY CONTACT:** Juan E. Espindola, Senior Contract Specialist, Email: [JEEspindola@sandiego.gov](mailto:JEEspindola@sandiego.gov)  
Phone No. (619) 533-4491  
G. Hawk / A. Jaro / K. Stewart

## BIDDING DOCUMENTS



**FOR**

## LOWER OTAY OUTLET TOWER REPAIR

**BID NO.:** L-22-2102-DBB-1  
**SAP NO. (IO):** 21005173  
**CLIENT DEPARTMENT:** 2000  
**COUNCIL DISTRICT:** 8  
**PROJECT TYPE:** BI

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

- COMPETITION RESTRICTED TO: SLBE-ELBE  or ELBE FIRMS ONLY
- PREVAILING WAGE RATES: STATE  FEDERAL
- APPRENTICESHIP

**BID DUE DATE:**

**1:30 PM**

**MAY 25, 2022**

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

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

**ENGINEER OF WORK**

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

Marc Weinberger  
1) Registered Engineer

4/7/22  
Date

Seal:



Debbie M. Van Martin  
2) For City Engineer

4/11/22  
Date

Seal:



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## REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

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

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

| ITEM | DOCUMENT TO BE SUBMITTED   | WHEN DUE  | FROM           |
|------|--|---|----------------|
| 1.   | Bid Bond (PDF via PlanetBids)  | At Time of Bid  | ALL BIDDERS    |
| 2.   | Contractors Certification of Pending Actions   | At Time of Bid  | ALL BIDDERS    |
| 3.   | Mandatory Disclosure of Business Interests   | At Time of Bid  | ALL BIDDERS    |
| 4.   | Debarment and Suspension Certification for Prime Contractors   | At Time of Bid  | ALL BIDDERS    |
| 5.   | Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs  | At Time of Bid  | ALL BIDDERS    |
| 6.   | Bid Bond (Original)  | By 5PM 3 working days after bid opening                               | ALL BIDDERS    |
| 7.   | If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul> | Within 10 working days of receipt by bidder of contract forms         | AWARDED BIDDER |
| 8.   | Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page   | Within 10 working days of receipt by bidder of contract forms and NOI | AWARDED BIDDER |
| 9.   | Listing of "Other Than First Tier" Subcontractors  | Within 10 working days of receipt by bidder of contract forms         | AWARDED BIDDER |

## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Lower Otay Outlet Tower Repair**. For additional information refer to Attachment A.
2. **LIMITED COMPETITION:** This solicitation is open only to City-certified ELBE firms on the City's approved Prequalified Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$136,000**.
4. **BID DUE DATE AND TIME ARE: MAY 25, 2022 AT 1:30 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - 7.1. The The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
  - 7.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

**Total voluntary subcontractor participation percentage for this project is 10%.**
8. **AWARD PROCESS:**
  - 8.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
  - 8.2. Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
  - 8.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
  - 8.4. The low Bid will be determined by the Base Bid.

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

**9. SUBMISSION OF QUESTIONS:**

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

[JEEspindola@sandiego.gov](mailto:JEEspindola@sandiego.gov)

- 9.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 9.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 9.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

## INSTRUCTIONS TO BIDDERS

### 1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
  - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
  - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
  - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
  - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:  
  
<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego’s electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City’s bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City’s bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City’s bidding system will keep a history of every login instance including the time of login, and other information about the user’s computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers’ cookies will not be able to log in and use the City’s bidding system.
- 2.3. The City’s electronic bidding system is responsible for bid tabulations. Upon the bidder’s or proposer’s entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City’s bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the “Bid Due Date and Time” are not available for review by anyone other than the submitter who has until the “Bid Due Date and Time” to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

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

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

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

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

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

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

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

**3.4.** The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

**4. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City

shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

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

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

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

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

| Title  | Edition | Document Number |
|--|---------|-----------------|
| Standard Specifications for Public Works Construction (“The GREENBOOK”) <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>  | 2021    | ECPI010122-01   |
| City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>   | 2021    | ECPI010122-02   |
| City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>   | 2021    | ECPI010122-03   |
| Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>   | 2018    | PWPI010119-04   |
| California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a> | 2018    | PWPI030119-05   |

| Title  | Edition | Document Number |
|--|---------|-----------------|
| CALTRANS Standard Plans<br><a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>   | 2018    | PWPI030119-06   |
| California Manual on Uniform Traffic Control Devices Revision 6<br>(CA MUTCD Rev 6)<br><a href="https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files">https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files</a>                                   | 2014    | PWPI060121-10   |
| <p><b>NOTE:</b> *Available online under Engineering Documents and References at:<br/><a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p> |         |                 |

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
12. **SUBCONTRACTOR INFORMATION:**
- 12.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement

may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, “Self-Performance”, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

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

**12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note “ALTERNATE” and alternate item number within the description.

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

**14. AWARD PROCESS:**

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

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

- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
- 19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

- 19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 3 working days after the bid opening date, all bidders must provide the City with the original bid security.
- 19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 3 working days after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Due to circumstances related to Covid-19, until further notice, all original bid bond submittals must be received by 5 PM, 3 working days after bid opening.

Upon circumstances returning to normal business as usual, the original bid bond shall once again be due by 5 PM the day after bid opening.

Original Bid Bond shall be submitted to:  
Purchasing & Contracting Department, Public Works Division  
1200 3rd Ave., Suite 200, MS56  
San Diego, CA 92101  
To the Attention of the Contract Specialist on the Front Page of this solicitation.

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

- 20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.

- 20.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

**21. BID RESULTS:**

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

**22. THE CONTRACT:**

- 22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

- 22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

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

**25. PRE-AWARD ACTIVITIES:**

- 25.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 25.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

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

A.B. Hashmi, Inc., a corporation, as principal, and Old Republic Surety Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Two Hundred Forty Thousand Six Hundred Forty Five Dollars and Zero cents (\$240,645.00) for the faithful performance of the annexed contract, and in the sum of Two Hundred Forty Thousand Six Hundred Forty Five Dollars and Zero cents (\$240,645.00) for the benefit of laborers and materialmen designated below.

**Conditions:**

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

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

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

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

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

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

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

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: Stephen Samara  
Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Department

Mara W. Elliott, City Attorney  
By: Ram C. Pajonchi  
Print Name: Ram C. Pajonchi  
Deputy City Attorney

Date: 9/23/2022

Date: 9/23/2022

CONTRACTOR A.B. Hashmi, Inc.

SURETY Old Republic Surety Company

By: Ahmad Hashmi  
Print Name: Ahmad Hashmi

By: Audrey Rodriguez  
Attorney-In-Fact

Date: 6/22/22

Print Name: Audrey Rodriguez  
Date: June 6, 2022

14728 Pipeline Ave., Suite E, Chino Hills, CA 91709

Local Address of Surety

909-367-2015

Local Phone Number of Surety

\$4,610.00 Premium is for contract term and subject to  
adjustment based on final contract price.

Premium

WCN7311245

Bond Number

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On June 6, 2022 before me, B. Lafrenz, Notary Public,  
(Here insert name and title of the officer)

personally appeared Audrey Rodriguez,  
 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.

B. Lafrenz  
 Notary Public Signature

(Notary Public Seal)



### 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.



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Brooke LaFrenz, michael W. Thomas, Gladys Rogers, Audrey Rodriguez, Larry D. Cogdill of San Diego, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of March, 2020.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 0051



Signed and sealed at the City of Brookfield, WI this 6th day of June, 2022.

*Karen J. Haffner*  
Assistant Secretary

## ATTACHMENTS

**ATTACHMENT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

1. **SCOPE OF WORK:** Demolish the existing roof and supporting concrete beams on the outlet tower, remove and dispose of materials from demolition, and replace with a cast-in-place concrete roof and cast-in-place concrete beams. Repair spalls and cracks in the concrete at the topside of the operating platform, columns, and concrete beams. Repair exposed and corroded reinforcing bars, repair cored holes in the operating platform, and apply protective coatings.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **0100151-01-D** through **0100151-08-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:  
**Appendix E – Location Map.**
3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **146 Working Days**.

**ATTACHMENT B**

**RESERVED**

**ATTACHMENT C**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION A - GENERAL REQUIREMENTS

#### A. INTRODUCTION.

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

#### B. GENERAL.

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

#### C. DEFINITIONS.

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

- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

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

**D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

**1. Nondiscrimination in Contracting Ordinance.**

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

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

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

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
  - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
  - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
  - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.

- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

**F. SUBCONTRACTING.**

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

steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
  - a) "Field Orders" and "City Contingency" Bid items.
  - b) Alternate Bid items.
  - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

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

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS56, San Diego, CA 92101 with a copy to the Engineer.

3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
  - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
    - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
    - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
    - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
    - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
    - v. When you demonstrate to the City or it's duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
    - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

- vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
  - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
  - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
  - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

**I. PROMPT PAYMENT.**

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or

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

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

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

**K. CERTIFICATION.**

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

**L. CONTRACT RECORDS AND REPORTS.**

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

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

2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
  - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10<sup>th</sup> day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

#### **A. GENERAL.**

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:  
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegefinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:  
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

**B. DEFINITIONS.**

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

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

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

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder’s intent to comply with SLBE Program goals and procedures included in the City’s SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City’s EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their

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

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

**C. SUBCONTRACTOR PARTICIPATION.**

- 1. For the purpose of satisfying subcontracting participation requirements, only 1<sup>st</sup> tier SLBE–ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
  - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
  - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
  - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
    - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

- ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.
  - iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
- i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
  - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

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

1. Contracts valued at \$1,000,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
  - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
  - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
  - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
2. Contracts Valued over \$500,000 and under \$1,000,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
  - a) 5% bid discount for SLBE-ELBE firms.
  - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.

- c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
  - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
  - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$250,000 up to \$500,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
  - 4. If there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

**E. JOINT VENTURES.**

- 1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
- 2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
- 3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
  - a) Detailed explanation of the financial contribution for each partner.
  - b) List of personnel and equipment used by each partner.
  - c) Detailed breakdown of the responsibilities of each partner.
  - d) Explanation of how the profits and losses will be distributed.
  - e) Description of the bonding capacity of each partner.
  - f) Management or incentive fees available for any one of the partners (if any).

4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
  - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
  - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
  - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
  - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

**F. MAINTAINING PARTICIPATION LEVELS.**

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the

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

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

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal “Six Good Faith Efforts” model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City’s Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
  - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
  - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
  - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
  - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
  - e) Use the services and assistance of the City’s EOC Office and the SLBE-ELBE Directory.
  - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

**H. GOOD FAITH EFFORT DOCUMENTATION.**

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

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

**I. SUBCONTRACTOR SUBSTITUTION.**

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

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

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

**K. RESOURCES.**

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:  
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
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**ATTACHMENT D**  
**PREVAILING WAGE**

## PREVAILING WAGE

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
  - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
    - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
  - 1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

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

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

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

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**

## SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The “GREENBOOK”).
2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The “WHITEBOOK”), including the following:
  - a) General Provisions (A) for all Construction Contracts.

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

- 1-2 TERMS AND DEFINITIONS.** To the “WHITEBOOK”, item 55, “Normal Working Hours”, ADD the following:

The **Normal Working Hours** are **7:00 AM to 5:00 PM**.

### SECTION 3 – CONTROL OF THE WORK

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

1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the Base Bid.

- 3-13.3.1 Defective Work.** To the “WHITEBOOK”, item 6, DELETE in its entirety and SUBSTITUTE with the following:

6. For Building Projects which require a certificate of occupancy, not including sewer and water facilities, if you fail to correct the defective Work listed on the City’s Punchlist within 52 Working Days after the Contract Time, you shall reimburse the City for all costs to provide inspection services required to monitor Work beyond the 52 Working Days. The City shall bill you for the additional inspection at the City’s established rates.

### SECTION 4 - CONTROL OF MATERIALS

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

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

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

## SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

**5-4 INSURANCE.**

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

**5-4.1 Policies and Procedures.**

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**5-4.2 Types of Insurance.**

**5-4.2.1 General Liability Insurance.**

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

| <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.

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

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

2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

#### **5-4.2.4 Contractors Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

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

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

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

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

**5-4.5 Policy Endorsements.**

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

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

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. premises owned, leased, controlled, or used by you.

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

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

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

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

terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

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

**5-4.5.3 Contractors Pollution Liability Insurance Endorsements.**

**5-4.5.3.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- 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.

**5-4.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**5-4.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

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

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

**5-4.8**            **Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 8 of Section 5-4.1. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

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

**SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

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

3.            Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.

**ADD:**

**6-6.1.1**            **Environmental Document.**

1.            The City of San Diego has prepared a **Notice of Exemption for Lower Otay Outlet Tower Repair**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2.            Compliance with the City’s environmental document shall be included in the Contract Price, unless separate bid items have been provided.

**SECTION 7 – MEASUREMENT AND PAYMENT**

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

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

**SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)**

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

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

## TECHNICALS

# LOWER OTAY OUTLET TOWER REPAIRS

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| 02220 | SITE DEMOLITION        |
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| 03200 | REINFORCEMENT STEEL    |
| 03300 | CAST-IN-PLACE CONCRETE |

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## SECTION 02220 - SITE DEMOLITION

### PART 1 – GENERAL

#### 1.1 WORK INCLUDED

- A. Demolition of site, and structures for existing reinforced concrete roof and support beams.
- B. Protection of existing site features not to be demolished including but not limited to existing utilities and structures.
- C. Contractor shall assume responsibility and ownership of all site demolition items required and as shown on the approved plans, including but not limited to all demolition including removal, hauling and disposal, in accordance with all applicable laws and regulations as required.
- D. Contractor shall take every precaution necessary and monitor the demolition during construction to ensure that the perimeter concrete beams and columns are not damaged in the process of repairing the tower. The perimeter concrete beams and columns are required to operate the saucer valves needed for emergency drawdown. If they are damaged, a repair application will need to be filed with DSOD in a timely manner to restore the outlet to its full operating capacity.

#### 1.2 REFERENCES

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2013.
- C. California Building Code (CBC)
- D. California Fire Code (CFC)
- E. California Mechanical Code (CMC)
- F. California Plumbing Code (CPC)
- G. NFPA 70 National Electric Code (NEC)

#### 1.3 SUBMITTALS

- A. Refer to Section 01330 for submittal procedures.
- B. Work and Demolition Plan: Submit demolition plan as specified to include the following:
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
- C. Identify demolition firm and submit qualifications.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

#### 1.4 UNIT PRICES

- A. Payment for the Work in this Section shall be included as part of the lump-sum or unit-price bid amount for which such Work is appurtenant thereto.
- B. Payment for the demolition and removal of existing concrete shall be paid under the bid item “CONCRETE DEMOLITION AND REMOVAL” and shall be paid at the Contract Unit Price per cubic yard (CY) and shall include all work as described in this specification.
- C. Payment for the replacement of the metal ladder shall be paid under the bid item “EXTERIOR ACCESS LADDER REPLACEMENT” and shall be paid for as a lump sum. Work associated with this bid item shall include procurement, freight, transportation, installation, and exterior coatings.

#### **PART 2 – PRODUCTS (not used)**

#### **PART 3 – EXECUTION**

##### 3.1 SCOPE

- A. Demolish items as shown on Approved Plans and as required for new work, as approved by the City.
  - 1. Facilities scheduled for demolition shall be removed and disposed of as shown in Contract Documents. Remove and dispose of all portions of items scheduled for demolition which interfere with project construction.
- B. Protect work and items not intended to be removed.

##### 3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Use of explosives is not permitted.
  - 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 4. Provide, erect, and maintain temporary barriers and security devices in accordance with Contract Documents.
  - 5. Conduct operations to minimize effects on and interference with adjacent structures, private residents, the navy, and the general public.
  - 6. Do not close or obstruct roadways or sidewalks without permit.

7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
  - C. Protect existing structures and other elements that are not to be removed.
    1. Provide bracing and shoring.
    2. Stop work immediately if adjacent structures appear to be in danger.
  - D. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or other pollution.
  - E. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.

### 3.3 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without prior written notification to Owner of at least 7 days or as required by the Owner, whichever is more stringent.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without prior written notification to Owner of at least 3 days or as required by the Owner, whichever is more stringent.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

### 3.4 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

### **END OF SECTION**

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Section 02220 – SITE DEMOLITION  
Lower Otay Outlet Tower Repairs

## SECTION 03100 - CONCRETE FORMWORK

### PART 1 - GENERAL

#### 1.1 WORK OF THIS SECTION

- A. The CONTRACTOR shall provide concrete formwork, bracing, shoring, supports, and false work, in accordance with the Contract Documents.
- B. Work Included in this Section. Principal items are:
  - 1. Furnishing, erection, and removal of forms.
  - 2. Shoring and bracing of formwork.
  - 3. Setting of embedded items and pipe sleeves for mechanical and electrical work under direction of respective trade.

#### 1.2 RELATED SECTIONS

- A. The Work of the following Sections apply to the Work of this Section. Other Sections, not referenced below, shall also apply to the extent required for proper performance of the Work.
  - 1. Section 03200 Reinforcement Steel
  - 2. Section 03300 Cast-in-Place Concrete

#### 1.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Except as otherwise indicated in this Section of the Specifications, the CONTRACTOR shall comply with the latest adopted edition of the Standard Specifications for Public Works Construction (SSPWC), together with the latest adopted editions of the San Diego Area Regional Standards and Supplement Amendments.
- B. The current edition of the California Building Code (CBC) as adopted by the City of San Diego Municipal Code.
- C. Except as otherwise indicated, the current editions of the following apply to the Work of this Section:
  - 1. APA PS 1                      U.S. Product Standard for Concrete Forms, Class I
  - 2. ALSC PS 20                    American Softwood Lumber Standard
  - 3. ACI 117                         Standard Specifications for Tolerances for Concrete Construction and Materials
  - 4. ACI 347                         Guide to Formwork for Concrete

#### 1.4 CONTRACTOR SUBMITTALS

- A. The CONTRACTOR shall, in accordance with the requirements in Section 01300 - Submittals, submit the following.
  - 1. Form ties and all related accessories, including taper tie plugs, if taper ties are used.
  - 2. Form gaskets.
- B. The CONTRACTOR shall provide concrete construction joints and expansion joints of the types and locations indicated on the Drawings. The CONTRACTOR shall submit shop drawings showing the proposed location and type of required construction for any joints not shown on the Drawings, and the sequence of forming and concrete placing operations.
- C. Forms and false work to support the roof and floor slabs shall be designed for the total dead load, plus a live load of 50 psf (minimum). The minimum design load for combined dead and live loads shall be 100 psf.

#### 1.5 QUALITY ASSURANCE

- A. The CONTRACTOR shall comply with the requirements of California Division of Occupational Health and Safety Construction Safety Orders Section 1717 and OSHA Part 1926, Section 1926.701 that apply to the Work of this Section. The CONTRACTOR shall prepare and maintain at least one copy of the required drawings at the site. Design of the structures shown on the Drawings does not include any allowance or consideration for imposed construction loads. Shoring and falsework design drawings and calculations shall be stamped and signed by a professional engineer registered in the State of California. The CONTRACTOR shall provide forms, shoring and falsework adequate for imposed live and dead loads, including equipment, height of concrete drop, concrete and foundation pressures, stresses, lateral stability, and other safety factors during construction.
- B. Tolerances: The CONTRACTOR shall employ formwork complying with ACI 347 Guide to Formwork for Concrete, except as exceeded by the requirements of regulatory agencies, or as otherwise indicated or specified. The CONTRACTOR shall design and construct formwork to produce finished concrete conforming to tolerances given in ACI 117.

#### 1.6 UNIT PRICES

Payment for Formwork and Safety Shoring shall be paid under the bid item "Formwork and Shoring" and shall be paid for as a lump sum. and shall include all work as described in this specification.

## **PART 2 - PRODUCTS**

### **2.1 GENERAL**

- A. Except as otherwise expressly accepted by the CONSTRUCTION MANAGER, all lumber brought on the job site for use as forms, shoring, or bracing shall be new material. All forms shall be smooth surface forms and shall be of the following materials:

|                |   |   |
|----------------|---|---|
| Walls          | - | Steel or plywood panel                            |
| Columns        | - | Steel, plywood or fiber glass                     |
| Roof and floor | - | Plywood   |
| All other work | - | Steel panels, plywood or tongue and groove lumber |

- B. Form materials which may remain or leave residues on or in the concrete shall be classified as acceptable for potable water use by the Environmental Protection Agency within 30 days of application or use.

### **2.2 FORM AND FALSE WORK MATERIALS**

- A. Materials for concrete forms, formwork, and false work shall conform to the following requirements:
1. Lumber shall be Douglas Fir or Southern Yellow Pine, construction grade or better, in conformance with U.S. Product Standard PS 20.
  2. Plywood for concrete formwork shall be new, waterproof, synthetic resin bonded, exterior type Douglas Fir or Southern Yellow Pine plywood manufactured especially for concrete formwork and shall conform to the requirements of PS 1 for Concrete Forms, Class I, and shall be edge sealed.
  3. Form materials shall be metal, wood, plywood, or other approved material that will not adversely affect the concrete and will facilitate placement of concrete to the shape, form, line, and grade shown. Metal forms shall be an approved type that will accomplish such results. Wood forms for surfaces to be painted shall be Medium Density Overlaid plywood, MDO Ext. Grade.

### **2.3 FORM TIES**

- A. Form ties with integral water stops shall be provided with a plastic cone or other suitable means for forming a conical hole to insure that the form tie may be broken off back of the face of the concrete. The maximum diameter of removable cones for rod ties, or of other removable form-tie fasteners having a circular cross-section, shall not exceed 1-1/2 inches; and all such fasteners shall be such as to leave holes of regular shape for reaming. Form ties shall be Standard Snap Tie by Dayton Superior; Masco Snaapties by the Masons Supply Company; or approved alternate.
- B. Form ties for water-retaining structures shall have integral water stops. Removable taper ties may be used when approved by the CONSTRUCTION MANAGER. A preformed neoprene or polyurethane tapered plug sized to seat at the center of the wall shall be inserted in the hole left

by the removal of the taper tie. Use Taper Ties by Dayton Superior; Masco Taper Tie by the Masons Supply Company; or approved alternate.

## 2.4 FORM COATING

- A. Non-grainraising and nonstaining resin or polymer type that will not leave residual matter on surface of concrete or adversely effect bonding to concrete of paint, plaster, mortar, protective coatings, waterproofing or other applied materials. Coatings containing mineral oils, paraffins, waxes or other nondrying ingredients, are not permitted. For concrete surfaces contacting portable stored water, use only coatings and form-release agents that are completely nontoxic.

## 2.5 FORM JOINT SEALERS

- A. For joints between form panels, use resilient foam rubber strips, non-hardening plastic-type caulking compound free of oil, or waterproof pressure-sensitive plastic tape of minimum 8 mil thickness and 2 inches width. For form tie holes, use rubber plugs, plastic caulking compound, or equal.

# PART 3 - EXECUTION

## 3.1 GENERAL

- A. Forms to confine the concrete and shape it to the required lines shall be used wherever necessary. The CONTRACTOR shall assume full responsibility for the adequate design of all forms, and any forms which are unsafe or inadequate in any respect shall promptly be removed from the Work and replaced at no increased cost to the OWNER. The CONTRACTOR shall provide worker protection from protruding reinforcement bars in accordance with applicable safety codes. A sufficient number of forms of each kind shall be provided to permit the required rate of progress to be maintained. The design and inspection of concrete forms, false work, and shoring shall comply with applicable local, state and Federal regulations. Plumb and string lines shall be installed before concrete placement and shall be maintained during placement. Such lines shall be used by CONTRACTOR's personnel and by the CONSTRUCTION MANAGER and shall be in sufficient number and properly installed. During concrete placement, the CONTRACTOR shall continually monitor plumb and string line form positions and immediately correct deficiencies.
- B. Concrete forms shall conform to the shape, lines, and dimensions of members as called for on the Drawings, and shall be substantial, free from surface defects, and sufficiently tight to prevent leakage. Forms shall be properly braced or tied together to maintain their position and shape under a load of freshly placed concrete. If adequate foundation for shores cannot be secured, trussed supports shall be provided.
- C. Unless otherwise indicated, exterior corners in concrete members shall be provided with 3/4-inch chamfers. Re-entrant corners in concrete members shall not have fillets unless otherwise indicated.

### 3.2 FORM DESIGN

- A. All forms shall be true in every respect to the required shape and size, shall conform to the established alignment and grade, and shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete. Suitable and effective means shall be provided on all forms for holding adjacent edges and ends of panels and sections tightly together and in accurate alignment so as to prevent the formation of ridges, fins, offsets, or similar surface defects in the finished concrete. Plywood, 5/8-inch and greater in thickness, may be fastened directly to studding if the studs are spaced close enough to prevent visible deflection marks in the concrete. The forms shall be tight so as to prevent the loss of water, cement and fines during placing and vibrating of the concrete. Specifically, the bottom of wall forms that rest on concrete footings or slabs shall be provided with a gasket to prevent loss of fines and paste during placement and vibration of concrete. Such gasket may be a 1- to 1-1/2-inch diameter polyethylene rod held in position to the underside of the wall form. Adequate clean-out holes shall be provided at the bottom of each lift of forms. The size, number, and location of such clean-outs shall be as acceptable to the CONSTRUCTION MANAGER. Whenever concrete cannot be placed from the top of a wall form in a manner that meets the requirements of the Contract Documents, form windows shall be provided in the size and spacing needed to allow placement of concrete to the requirements of Section 03300 - Cast-in-Place Concrete. The size, number, and location of such form windows shall be as acceptable to the CONSTRUCTION MANAGER.

### 3.3 CONSTRUCTION

- A. Vertical Surfaces: All vertical surfaces of concrete members shall be formed, except where placement of the concrete against the ground is shown. Not less than 1 inch of concrete shall be added to the thickness of the concrete member as shown where concrete is permitted to be placed against trimmed ground in lieu of forms. Such permission will be granted only for members of comparatively limited height and where the character of the ground is such that it can be trimmed to the required lines and will stand securely without caving or sloughing until the concrete has been placed.
- B. Construction Joints: Concrete construction joints will not be permitted at locations other than those shown or specified, except as may be acceptable to the CONSTRUCTION MANAGER. When a second lift is placed on hardened concrete, special precautions shall be taken in the way of the number, location, and tightening of ties at the top of the old lift and the bottom of the new to prevent any unsatisfactory effect whatsoever on the concrete. Pipe stubs and anchor bolts shall be set in the forms where required.
- C. Form Ties:
  - 1. Embedded Ties: Holes left by the removal of form tie cones shall be reamed with suitable toothed reamers so as to leave the surface of the holes clean and rough before being filled with mortar as specified for "Finish of Concrete Surfaces" in Section 03300 - Cast-in-Place Concrete. Wire ties for holding forms will not be permitted. No form-tying device or part thereof, other than metal, shall be left embedded in the concrete. Ties shall not be removed in such manner as to leave a hole extending through the interior of the concrete members. The use of snap-ties which cause spalling of the concrete upon form stripping or tie removal will not be permitted. If steel panel forms are used, rubber grommets shall be provided where the ties pass through the form in order to prevent loss of cement paste. Where metal

rods extending through the concrete are used to support or to strengthen forms, the rods shall remain embedded and shall terminate not less than 1 inch back from the formed face or faces of the concrete.

2. Removable Ties: Where taper ties are approved for use, the larger end of the taper tie shall be on the wet side of walls in water retaining structures. After the taper tie is removed, the hole shall be thoroughly cleaned and roughened for bond. A precast neoprene or polyurethane tapered plug shall be located at the wall centerline. The hole shall be completely filled with non-shrink grout for water bearing and below-grade walls. The hole shall be completely filled with non-shrink or regular cement grout for above-grade walls which are dry on both sides. Exposed faces of walls shall have the outer 2 inches of the exposed face filled with a cement grout which shall match the color and texture of the surrounding wall surface.

D. Embedded Items:

1. Before the placement of concrete within the forms, each trade having embedded items, including water stops within the forms and affected by the pour, shall certify that all items are properly located and braced. This certification shall be provided by the CONTRACTOR to the CONSTRUCTION MANAGER at least 24 hours in advance of placement.

### 3.4 EMBEDDED PIPING AND ROUGH HARDWARE

- A. The CONTRACTOR shall consult with all trades which require openings for the passage of pipes, conduits and other inserts, and properly and accurately install the necessary pipe sleeves, anchors, or other required inserts, and properly size the equipment pads. The CONTRACTOR shall reinforce openings as indicated and required. The CONTRACTOR shall locate conduits or pipes so as not to reduce the strength of the construction, and in no case, place pipes, other than conduits, in a slab 4-1/2 inches or less in thickness. The CONTRACTOR shall not embed conduit having an outside diameter greater than 1/3 of the thickness of the slab in a concrete slab, nor place conduit below bottom reinforcing steel or over top reinforcing steel. Conduits may be embedded in walls, provided they are not larger in outside diameter than 1/3 the thickness of the wall, are not spaced closer than three diameters on center, and do not impair the strength of the structure. The CONTRACTOR shall support embedded pipes and conduits independently from reinforcing steel in a manner to prevent metallic contact, and thereby, prevent electrolytic deterioration. The CONTRACTOR shall place embedded pipes and conduits as nearly as possible to the center line of the concrete section. The CONTRACTOR shall submit all conduit, piping and other wall penetrations, reinforcements and anchor bolt sizing and locations for review and approval.

### 3.5 REMOVAL OF FORMS

- A. Careful procedures for the removal of forms shall be strictly followed, and this Work shall be done with care so as to avoid injury to the concrete. No heavy loading on green concrete will be permitted. In the case of roof slabs and above-ground floor slabs, forms for supported slab, but not shoring, shall remain in place until test cylinders for the roof concrete attain a minimum compressive strength of 75 percent of the 28-day strength specified in Section 03300 - Cast-in-Place Concrete; provided, that no forms shall be disturbed or removed under an individual panel

or unit before the concrete in the adjacent panel or unit has attained 75 percent of the specified 28-day strength and has been in place for a minimum of 7 days. The time required to establish said strength shall be as determined by the CONSTRUCTION MANAGER who will make several test cylinders for this purpose from concrete used in the first group of roof panels placed. If the time so determined is more than the 7-day minimum, then that time shall be used as the minimum length of time. Forms for all vertical walls and columns shall remain in place at least 2 days after the concrete has been placed. Forms for all parts of the Work not specifically mentioned herein shall remain in place for periods of time as determined by the CONSTRUCTION MANAGER.

### 3.6 REUSE OF FORMS

- A. Forms may be reused only if in good condition and only if acceptable to the CONSTRUCTION MANAGER. Light sanding between uses will be required wherever necessary to obtain uniform surface texture on all exposed concrete surfaces. Exposed concrete surfaces are defined as surfaces which are permanently exposed to view. In the case of forms for the inside wall surfaces of hydraulic/water retaining structures, unused tie rod holes in forms shall be covered with metal caps or shall be filled by other methods acceptable to the CONSTRUCTION MANAGER.

### 3.7 MAINTENANCE OF FORMS

- A. Forms shall be maintained at all times in good condition, particularly as to size, shape, strength, rigidity, tightness, and smoothness of surface. Forms, when in place, shall conform to the established alignment and grades. Before concrete is placed, the forms shall be thoroughly cleaned. The form surfaces shall be treated with a non-staining mineral oil or other lubricant acceptable to the CONSTRUCTION MANAGER. Any excess lubricant shall be satisfactorily removed before placing the concrete. Care shall be exercised to keep oil off the surfaces of steel reinforcement and other metal items to be embedded in concrete.

### 3.8 FALSE WORK

- A. The CONTRACTOR shall be responsible for the design, engineering, construction, maintenance, and safety of all false work, including staging, walkways, forms, ladders, and similar appurtenances, which shall equal or exceed the applicable requirements of the provisions of the OSHA Safety and Health Standards for Construction, and the requirements of the California Division of Industrial Safety.

### 3.9 REMOVAL OF SHORING AND FALSE WORK

- A. The CONTRACTOR shall not remove shoring and false work until 21 days after concrete placement, or concrete has attained at least 90 percent of the 28 day design compressive strength as demonstrated by control test cylinders, but not sooner than 14 days.

### 3.10 LOAD RESTRICTION

- A. The CONTRACTOR shall not impose construction, equipment or permanent loads on columns, supported slabs, or supported beams until concrete has attained the 28 day design compressive strength.

**\*\* END OF SECTION \*\***

## SECTION 03200 - REINFORCEMENT STEEL

### PART 1 - GENERAL

#### 1.1 WORK OF THIS SECTION

- A. The CONTRACTOR shall provide concrete reinforcement steel, welded wire fabric, couplers, concrete inserts, wires, clips, supports, chairs, spacers, and other accessories, complete, all in accordance with the Contract Documents.
- B. Work Included in this Section. Principal items are:
  - 1. Furnishing and placing bar and mesh reinforcing for cast-in-place concrete.
  - 2. Furnishing reinforcing steel bars for masonry, including delivery to the site.
  - 3. Submittals.

#### 1.2 RELATED SECTIONS

- A. The Work of the following Sections apply to the Work of this Section. Other Sections, not referenced below, shall also apply to the extent required for proper performance of this Work.
  - 1. Section 03100 Concrete Formwork
  - 3. Section 03300 Cast-in-Place Concrete

#### 1.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Except as otherwise indicated in this Section of the Specifications, the CONTRACTOR shall comply with the latest adopted edition of the Standard specifications for Public Works Construction (SSPWC), together with the latest adopted editions of the San Diego Area Regional Standards and Supplement Amendments.
- B. The current edition of the California Building Code (CBC) as adopted by the City of San Diego Municipal Code.
- C. Commercial Standards (Current Edition):
  - 1. ACI 117 Specification for Tolerances for Concrete Construction and Materials
  - 2. ACI 315 Details and Detailing of Concrete Reinforcement
  - 3. ACI 318 Building Code Requirements for Structural Concrete
  - 4. CRSI MSP Concrete Reinforcing Steel Institute Manual of Standard Practice
  - 5. WRI Manual of Standard Practice for Welded Wire Fabric
  - 6. AWS D1.4 Structural Welding Code - Reinforcing Steel

D. ASTM Standards in Building Codes (Current Edition):

1. ASTM A82 Steel Wire, Plain, for Concrete Reinforcement
2. ASTM A185 Steel Welded Wire Reinforcement, Plain, for Concrete
3. ASTM A615 Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
4. ASTM A706 Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement

1.4 CONTRACTOR SUBMITTALS

- A. The CONTRACTOR shall furnish shop bending diagrams, placing lists, and drawings of all reinforcement steel before fabrication in accordance with the requirements of Section 01300 - Submittals.
- B. Details of the concrete reinforcement steel and concrete inserts shall be submitted at the earliest possible date after receipt of the Notice to Proceed. Details of reinforcement steel for fabrication and erection shall conform to ACI 315, ACI 301 and the requirements indicated. The shop bending diagrams shall show the actual lengths of bars, to the nearest inch, measured to the intersection of the extensions (tangents for bars of circular cross section) of the outside surface. The shop drawings shall include bar placement diagrams which clearly indicate the dimensions of each bar splice.

1.5 QUALITY ASSURANCE

- A. If requested by the CONSTRUCTION MANAGER, the CONTRACTOR shall furnish samples from each heat of reinforcement steel delivered in a quantity adequate for testing. Costs of initial tests will be paid by the OWNER. Costs of additional tests due to material failing initial tests shall be paid by the CONTRACTOR.

**PART 2 - PRODUCTS**

2.1 MATERIAL REQUIREMENTS

- A. Materials which may remain or leave residues on or within the concrete shall be classified as acceptable for potable water use by the Environmental Protection Agency within 30 days of application or use.

2.2 REINFORCEMENT STEEL

- A. Reinforcement steel for all cast-in-place reinforced concrete construction shall conform to the following requirements:
  1. Bar reinforcement shall conform to the requirements of ASTM A615 for Grade 60 Billet Steel Reinforcement or as otherwise indicated.

2. All welded reinforcement, specifically detailed or otherwise indicated, shall be low-alloy grade 60 deformed bars conforming to the requirements of ASTM A706.
3. Spiral reinforcement shall be cold-drawn steel wire conforming to the requirements of ASTM A82.
4. Tie wire shall be Annealed Steel, 14 gauge minimum.

B. Accessories:

1. Accessories shall include all necessary chairs, slab bolsters, concrete blocks, tie wires, dips, supports, spacers, and other devices to position reinforcement during concrete placement. All bar supports shall meet the requirements of the CRSI Manual of Standard Practice, Chapter 3. Wire bar supports shall be CRSI Class 1 for maximum protection with a 1/16-inch minimum thickness of plastic coating which extends at least 2-inch from the concrete surface. Plastic shall be gray in color.
2. Concrete blocks (dobies), used to support and position reinforcement steel, shall have the same or higher compressive strength as specified for the concrete in which it is located. Wire ties shall be embedded in concrete block bar supports.

### 2.3 MECHANICAL COUPLERS

- A. Mechanical couplers shall not be used.

### 2.4 WELDED SPLICES

- A. Welded splices shall not be used.

### 2.5 EPOXY GROUT

- A. Epoxy for grouting reinforcing bars shall be Hilti HIT-HY 200 or as specified on the Plans.

## **PART 3 - EXECUTION**

### 3.1 GENERAL

- A. All reinforcement steel, welded wire fabric and other appurtenances shall be fabricated, and placed in accordance with the requirements of the California Building Code and the supplementary requirements indicated herein.

### 3.2 FABRICATION AND DELIVERY

- A. The CONTRACTOR shall conform to CRSI MSP, Chapters 6 and 7, except as otherwise indicated or specified. The CONTRACTOR shall bundle reinforcement and tag with suitable identification to facilitate sorting and placing, and transport and store at site so as not to damage material. The

CONTRACTOR shall keep a sufficient supply of tested, approved, and proper reinforcement at site to avoid delays.

- B. Bending and Forming: The CONTRACTOR shall bend bars of indicated size and accurately form in accordance with the requirements of ACI 315 and ACI 318 to shapes and lengths indicated on drawings and required by methods not injurious to materials. The CONTRACTOR shall not heat reinforcement for bending. Bars with kinks or bends not scheduled will be rejected.
- C. Fabricating tolerance: All fabrication of reinforcing bars shall meet the requirements of ACI 117.

### 3.3 PLACING

- A. Reinforcement steel shall be accurately positioned and shall be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections. All reinforcement steel shall be supported by concrete, plastic or metal supports, spacers or metal hangers which are strong and rigid enough to prevent any displacement of the reinforcement steel. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) shall be used, in sufficient numbers to support the bars without settlement, but in no case shall such support be continuous. All concrete blocks used to support reinforcement steel shall be tied to the steel with wire ties which are embedded in the blocks. For concrete over formwork, the CONTRACTOR shall furnish concrete, metal, plastic, or other acceptable bar chairs and spacers.
- B. Limitations on the use of bar support materials shall be as follows:
  - 1. Concrete Dobies: Permitted at all locations except where architectural finish is required.
  - 2. Wire Bar Supports: Permitted only at slabs over dry areas, interior dry wall surfaces, and exterior wall surfaces.
  - 3. Plastic Bar Supports: Permitted at all locations except on grade.
- C. Tie wires shall be bent away from the forms in order to provide the specified concrete coverage.
- D. Bars additional to those shown which may be found necessary or desirable by the CONTRACTOR for the purpose of securing reinforcement in position shall be provided by the CONTRACTOR at no additional cost to the OWNER.
- E. Unless otherwise specified, reinforcement placing tolerances shall be within the limits specified in Section 7.5 of ACI 318 except where in conflict with the requirements of the CBC.
- F. Bars may be moved as necessary to avoid interference with other reinforcement steel, conduits, or embedded items. If bars are moved more than one bar diameter, or enough to exceed the above tolerances, the resulting arrangement of bars shall be subject to the approval of the CONSTRUCTION MANAGER.
- G. Welded wire fabric reinforcement placed over horizontal forms shall be supported on slab bolsters. Slab bolsters shall be spaced not more than 30 inches on centers, shall extend continuously across the entire width of the reinforcement mat, and shall support the reinforcement mat in the plane indicated.

- H. Welded wire fabric placed over the ground shall be supported on wired concrete blocks (dobies) spaced not more than 3 feet on centers in any direction. The construction practice of placing welded wire fabric on the ground and hooking into place in the freshly placed concrete shall not be used.
- I. Accessories supporting reinforcing bars shall be spaced such that there is no deflection of the accessory from the weight of the supported bars. When used to space the reinforcing bars from wall forms, the forms and bars shall be located so that there is no deflection of the accessory when the forms are tightened into position.

### 3.4 SPLICES

- A. Splicing shall be in accordance with ACI 318, unless otherwise noted on Drawings.
- B. Vertical Bars. Except as specifically detailed or otherwise indicated, splicing of vertical bars in concrete is not permitted, except at the indicated or approved horizontal construction joints or as otherwise specifically detailed.
- C. Horizontal Bars. Except as specifically detailed or otherwise indicated, splicing of horizontal bars in concrete is not permitted.

### 3.5 ADDITIONAL REINFORCING

- A. The CONTRACTOR shall provide additional reinforcing bars at sleeves and openings as indicated on Drawings.

### 3.6 EMBEDMENT OF DRILLED REINFORCING STEEL DOWELS

- A. Hole Preparation:
  - 1. The hole diameter shall be as recommended by the epoxy manufacturer but shall be no larger than 0.25 inch greater than the diameter of the outer surface of the reinforcing bar deformations.
  - 2. The depth of the hole shall be as recommended by the epoxy manufacturer to fully develop the bar but shall not be less than 12 bar diameters, unless noted otherwise.
  - 3. The hole shall be drilled by methods which do not interfere with the proper bonding of epoxy.
  - 4. Existing reinforcing steel in the vicinity of proposed holes shall be located prior to drilling. The location of holes to be drilled shall be adjusted to avoid drilling through or nicking any existing reinforcing bars.
  - 5. The hole shall be blown clean with clean, dry compressed air to remove all dust and loose particles.
  - 6. Epoxy shall be injected into the hole through a tube placed to the bottom of the hole. The tube shall be withdrawn as epoxy is placed but kept immersed to prevent formation of air pockets. The hole shall be filled to a depth that insures that excess material will be expelled from the hole during dowel placement.

7. Dowels shall be twisted during insertion into the partially filled hole so as to guarantee full wetting of the bar surface with epoxy. The bar shall be inserted slowly enough to avoid developing air pockets.

**\*\* END OF SECTION \*\***

## SECTION 03300 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 WORK OF THIS SECTION

- A. The CONTRACTOR shall provide finished structural concrete, complete, in accordance with the Contract Documents.
- B. The following types of concrete are covered in this Section:
  - 1. Structural Concrete: Concrete to be used in all cases except where noted otherwise in the Contract Documents.
- C. The term "hydraulic structure" used in these Specifications refers to environmental engineering concrete structures for the containment, treatment, or transmission of water, or other fluids.

#### 1.2 RELATED SECTIONS

- A. The Work of the following Sections applies to the Work of this Section. Other Sections, not referenced below, shall also apply to the extent required for proper performance of this Work.
  - 1. Section 03100 Concrete Formwork
  - 2. Section 03200 Reinforcement Steel

#### 1.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Except as otherwise indicated in this Section, the CONTRACTOR shall comply with the latest adopted edition of the Standard Specifications for Public Works Construction (SSPWC), together with the latest adopted editions of the San Diego Area Regional Standards and Supplement Amendments.
- B. The current edition of the California Building Code (CBC) as adopted by the City of San Diego Municipal Code.

C. Except as otherwise indicated, the current editions of the following standards apply to the work of this Section:

1. Federal Specifications

UU-B-790A (1) (2) Building Paper, Vegetable Fiber (Kraft, Water-proofed, Water Repellant and Fire Resistant)

2. Commercial Standards:

ACI 117 Tolerances for Concrete Construction and Materials

ACI 214R Guide to Evaluation of Strength Test Results of Concrete

ACI 301 Specifications for Structural Concrete

ACI 304.2R Placing Concrete by Pumping Methods

ACI 305R Guide to Hot Weather Concreting

ACI 309R Guide for Consolidation of Concrete

ACI 315 Details and Detailing of Concrete Reinforcement

ACI 318 Building Code Requirements for Structural Concrete

ACI 350 Code Requirements for Environmental Engineering Concrete Structures

3. ASTM Standards in Building Codes:

ASTM C31 Practice for Making and Curing Concrete Test Specimens in the Field

ASTM C33 Concrete Aggregates

ASTM C39 Test Method for Compressive Strength of Cylindrical Concrete Specimens

ASTM C40 Test Method for Organic Impurities in Fine Aggregates for Concrete

ASTM C42 Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete

ASTM C88 Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate

ASTM C94 Ready Mixed Concrete

|            |   |
|------------|---|
| ASTM C136  | Test Method for Sieve Analysis of Fine and Coarse Aggregates  |
| ASTM C138  | Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete   |
| ASTM C143  | Test Method for Slump of Hydraulic Cement Concrete  |
| ASTM C150  | Portland Cement   |
| ASTM C156  | Test Method for Water Loss [from Mortar Specimen] Through Liquid Membrane Forming Curing Compounds for Concrete                   |
| ASTM C157  | Test Method for Length Change of Hardened Hydraulic Cement Mortar and Concrete  |
| ASTM C192  | Practice for Making and Curing Concrete Test Specimens in the Laboratory  |
| ASTM C231  | Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method  |
| ASTM C289  | Test Method for Potential Alkali Silica Reactivity of Aggregates (Chemical Method)  |
| ASTM C309  | Liquid Membrane-Forming Compounds for Curing Concrete   |
| ASTM C494  | Chemical Admixtures for Concrete  |
| ASTM C1077 | Practice for Agencies Testing Concrete and Concrete Aggregates for use in Construction and Criteria for Testing Agency Evaluation |
| ASTM D1751 | Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)   |
| ASTM D2419 | Test Method for Sand Equivalent Value of Soils and Fine Aggregate   |
| ASTM E119  | Test Methods for Fire Tests of Building Construction and Materials  |

#### 1.4 CONTRACTOR SUBMITTALS

- A. Mix Designs: Within 14 days of starting the work, the CONTRACTOR shall submit to the CONSTRUCTION MANAGER, for review, preliminary concrete mix designs which shall show the proportions and gradations of all materials proposed and 28-day compression test reports for each class and type of concrete specified herein in accordance with Section 01300 - Submittals.

The mix designs shall be checked and certified to conform to these specifications by an independent testing laboratory acceptable to the CONSTRUCTION MANAGER to be in conformance with these Specifications. All costs related to such checking and testing shall be borne by the CONTRACTOR at no increased cost to the OWNER.

- B. Delivery Tickets: Where ready-mix concrete is used, the CONTRACTOR shall furnish delivery tickets at the time of delivery of each load of concrete. Each ticket shall show the state certified equipment used for measuring and the total quantities, by weight, of cement, sand, each class of aggregate, admixtures, and the amounts of water in the aggregate added at the batching plant, and the amount allowed to be added at the site for the specific design mix. In addition, each ticket shall state the mix number, total yield in cubic yards, and the time of day, to the nearest minute, corresponding to the times when the batch was dispatched, when it left the plant, when it arrived at the site, when unloading began, and when unloading was finished.
- C. The CONTRACTOR shall provide the following submittals in accordance with ACI 301:
1. Mill tests for cement.
  2. Admixture certification. Chloride ion content must be included.
  3. Aggregate gradation and certification.
  4. Materials and methods for curing.
- D. The CONTRACTOR shall provide catalog cuts and other manufacturer's technical data demonstrating compliance with the requirements indicated and specified herein for all admixtures used in the concrete mix design.

#### 1.5 QUALITY ASSURANCE

- A. General:
1. Tests on component materials and for compressive strength of concrete will be performed as specified herein. Test for determining slump will be in accordance with the requirements of ASTM C143.
  2. The cost of all laboratory tests requested by the CONSTRUCTION MANAGER on cement, aggregates, and concrete, will be borne by the OWNER. However, the CONTRACTOR will be charged for the cost of any additional tests and investigation on work performed which does not meet the Specifications. The laboratory must meet or exceed the requirements of ASTM C1077.
  3. Concrete for testing shall be supplied by the CONTRACTOR at no cost to the OWNER, and the CONTRACTOR shall provide assistance to the CONSTRUCTION MANAGER in obtaining samples, and disposal and cleanup of excess material.

B. Field Compression Tests:

1. Compression test specimens will be taken during construction from the first placement of each class of concrete specified herein and at intervals thereafter as selected by the CONSTRUCTION MANAGER to ensure continued compliance with these Specifications. Each set of test specimens will be a minimum of five cylinders.
2. Compression test specimens for concrete shall be made in accordance with section 9.2 of ASTM C31. Specimens shall be 6-inch diameter by 12-inch high cylinders.
3. Compression tests shall be performed in accordance with ASTM C39. One test cylinder will be tested at 7 days and two at 28 days. The remaining cylinders will be held to verify test results, if needed.

C. Evaluation and Acceptance of Concrete:

1. Evaluation and acceptance of the compressive strength of concrete shall be according to the requirements of ACI 318, Chapter 5 "Concrete Quality, Mixing, and Placing," and as specified herein.
2. A statistical analysis of compression test results will be performed according to the requirements of ACI 214. The standard deviation of the test results shall not exceed 640 psi, when ordered at equivalent water content as estimated by slump.
3. If any concrete fails to meet these requirements, immediate corrective action shall be taken to increase the compressive strength for all subsequent batches of the type of concrete affected.
4. When the standard deviation of the test results exceeds 640 psi, the average strength for which the mix is designed shall be increased by an amount necessary to satisfy the statistical requirement that the probability of any test being more than 500 psi below or the average of any three consecutive tests being below the specified compressive strength is 1 in 100. The required average strength shall be calculated by Criterion No. 3 of ACI 214 using the actual standard of deviation.
5. All concrete which fails to meet the ACI requirements and these Specifications, is subject to removal and replacement at no increase in cost to the OWNER.

D. Construction Tolerances: Set and maintain concrete forms and perform finishing operations so as to ensure that the completed Work is within the tolerances specified herein. Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances. Tolerance is the specified permissible variation from lines, grades, or dimensions shown. Where tolerances are not stated in the Specifications, permissible deviations will be in accordance with ACI 117.

1. The following construction tolerances are hereby established and apply to finished slab unless otherwise shown:

| Item   | Tolerance   |
|--|---|
| Variation of the constructed linear outline from the established position in plan. | In 10 feet: 3-inch;<br>In 20 feet or more: 2-inch |
| Variation from the level or from the grades shown.                                 | In 10 feet: 3-inch;<br>In 20 feet or more: 2-inch |
| Variation from the plumb   | In 10 feet: 3-inch;<br>In 20 feet or more: 2-inch |
| Variation in the thickness of slabs.   | Minus 3-inch;<br>Plus 2-inch                      |
| Variation in the locations and sizes of slabs                                      | Plus or minus 3-inch                              |

## 1.6 UNIT PRICES

Payment for Exterior Waterproofing shall be paid under the bid item “Exterior Waterproofing” and shall be paid at the Contract Unit Price per Square Foot (SF) and shall include all work as described in the project Construction Drawing Sheet S-5 (Top Slab and Roof Repair Plan), General Note No. 6, Spalled Concrete and Damaged Concrete Corbel Repair Procedure Note No. 8., and any other above-water concrete surfaces of the tower that would require application of exterior waterproofing materials.

## **PART 2 - PRODUCTS**

### **2.1 CONCRETE MATERIALS**

#### **A. General:**

1. All materials specified herein shall be classified by the Environmental Protection Agency as acceptable for potable water use within 30 days of application.
2. Materials shall be delivered, stored, and handled so as to prevent damage by water or breakage. Only one brand of cement shall be used. Cement reclaimed from cleaning bags or leaking containers shall not be used. All cement shall be used in the sequence of receipt of shipments.

B. All materials furnished for the Work shall comply with the requirements of Sections 201, 203, and 204 of ACI 301, as applicable.

C. Storage of materials shall conform to the requirements of Section 2.5 of ACI 301 or the SSPWC.

#### **D. Materials for concrete shall conform to the following requirements:**

1. Cement shall be standard brand Portland cement conforming to ASTM C150 for Type II/V, including Table 2 optional requirements. A minimum of 85 percent of cement by weight shall pass a 325 screen. A single brand of cement shall be used throughout the Work, and before its use, the brand shall be acceptable to the CONSTRUCTION MANAGER. The cement shall be suitably protected from exposure to moisture until used. Cement that has become lumpy shall not be used. Sacked cement shall be stored in such a manner so as to permit access for inspection and sampling. Certified mill test reports, including fineness, for each shipment of cement to be used shall be submitted to the CONSTRUCTION MANAGER if requested regarding compliance with these Specifications.
2. Water for mixing and curing shall be potable, clean, and free from objectionable quantities of silty organic matter, alkali, salts and other impurities. Agricultural water with high total dissolved solids concentration (over 1,000 mg/l) shall not be used.
3. Aggregates shall be obtained from pits acceptable to the CONSTRUCTION MANAGER, shall be nonreactive, and shall conform to ASTM C33. Maximum size of coarse aggregate shall be as specified herein. Lightweight sand for fine aggregate will not be permitted.
  - a. Coarse aggregates shall consist of clean, hard, durable gravel, crushed gravel, crushed rock or a combination thereof. The coarse aggregates shall be prepared and handled in two or more size groups for combined aggregates with a maximum size greater than 1 inch. When the aggregates are proportioned for each batch of concrete the two size groups shall be combined. See the Paragraph in Part 2 entitled "Trial Batch and Laboratory Tests" for the use of the size groups.
  - b. Fine aggregates shall be natural sand or a combination of natural and manufactured sand that are hard and durable. When tested in accordance with ASTM D2419, the sand equivalency shall not be less than 75 percent for an average of three samples, nor less than 70 percent for an individual test. Gradation of fine aggregate shall

conform to ASTM C33, with 15 to 30 percent passing the number 50 screen and 5 to 10 percent passing the number 100 screen. The fineness modulus of sand used shall not be over 3.00.

- c. Combined aggregates shall be well graded from coarse to fine sizes, and shall be uniformly graded between screen sizes to produce a concrete that has optimum workability and consolidation characteristics. Where a trial batch is required for a mix design, the final combined aggregate gradations will be established during the trial batch process.
  - d. When tested in accordance with ASTM C33, the ratio of silica released to reduction in alkalinity shall not exceed 1.0.
  - e. When tested in accordance with ASTM C33, the fine aggregate shall produce a color in the supernatant liquid no darker than the reference standard color solution.
  - f. When tested in accordance with ASTM C33, the coarse aggregate shall show a loss not exceeding 42 percent after 500 revolutions, or 10.5 percent after 100 revolutions.
  - g. When tested in accordance with ASTM C33, the loss resulting after five cycles shall not exceed 10 percent for fine or coarse aggregate when using sodium sulfate.
4. Ready-mix concrete shall conform to the requirements of ASTM C94.
5. Admixtures: All admixtures shall be compatible and by a single manufacturer capable of providing qualified field service representation. Admixtures shall be used in accordance with manufacturer's recommendations. If the use of an admixture is producing an inferior end result, discontinue use of the admixture. Admixtures shall not contain thiocyanates nor more than 0.05 percent chloride ion, and shall be nontoxic after 30 days.
- a. Set controlling and water reducing admixtures: Admixtures may be added at the CONTRACTOR's option to control the set, effect water reduction, and increase workability. The addition of an admixture shall be at no increase in cost to the OWNER. The use of an admixture shall be subject to acceptance by the CONSTRUCTION MANAGER. Concrete containing an admixture shall be first placed at a location determined by the CONSTRUCTION MANAGER. Admixtures specified herein shall conform to the requirements of ASTM C494. The required quantity of cement shall be used in the mix regardless of whether or not an admixture is used.
    - (1) Concrete shall not contain more than one water reducing admixture. Concrete containing an admixture shall be first placed at a location determined by the CONSTRUCTION MANAGER.
    - (2) Set controlling admixture shall be either with or without water-reducing properties. Where the air temperature at the time of placement is expected to be consistently over 80 degrees F, a set retarding admixture such as Plastocrete by Sika Corporation; Pozzolith 300R by BASF Admixture Systems; Daratard by Grace Construction Products; or approved alternate shall be used. Where the air

temperature at the time of placement is expected to be consistently under 40 degrees F, a noncorrosive set accelerating admixture such as Plastocrete 161FL by Sika Corporation; Pozzutec 20 by BASF Admixture Systems; Daraset by Grace Construction Products; or approved alternate shall be used.

- (3) Normal range water reducer shall conform to ASTM C494, Type A. WRDA 79 by Grace Construction Products; Pozzolith 322-N by BASF Admixture Systems; Plastocrete 161 by Sika Corporation; or approved alternate. The quantity of admixture used and the method of mixing shall be in accordance with the Manufacturer's instructions and recommendations.
- (4) High range water reducer shall conform to ASTM C494, Type F or G. Daracem 100 or WDRA 19 by Grace Construction Products; Sikament FF or Sikament 86 by Sika Corporation; Rheobuild 1000 or Rheobuild 716 by BASF Admixture Systems; or approved alternate. High range water reducer shall be added to the concrete after all other ingredients have been mixed and initial slump has been verified. No more than 14 ounces of water reducer per sack of cement shall be used. Water reducer shall be considered as part of the mixing water when calculating water cement ratio.
- (5) If the high range water reducer is added to the concrete at the job site, it may be used in conjunction with the same water reducer added at the batch plant. Concrete shall have a slump of 3 inches  $\pm$  2 inch before adding the high range water reducing admixture at the job site. The high range water reducing admixture shall be accurately measured and pressure injected into the mixer as a single dose by an experienced technician. A standby system shall be provided and tested before each day's operation of the job site system.
- (6) Concrete shall be mixed at mixing speed for a minimum of 30 mixer revolutions after the addition of the high range water reducer.
- (7) Flyash: Flyash shall conform to the requirements of ASTM C618, Class F and Loss of Ignition shall not exceed 4 percent. Flyash, as a percentage by weight of total cementitious materials, shall not exceed 15 percent.

## 2.2 CURING MATERIALS

- A. Materials for curing concrete as specified herein shall conform to the following requirements and ASTM C309:
  1. All curing compounds shall be white pigmented and resin based. Sodium silicate compounds shall not be allowed. Concrete curing compound shall be Spartan Cote Cure-Seal Hardener by Dayton Superior; Super Rez Seal by Euclid Chemical Company; MB-429 as manufactured by BASF Building Systems; or approved alternate. Water based resin curing compounds shall be used only where local air quality regulations prohibit the use of a solvent based compound. Water based curing compounds shall be Aqua Resincure by Dayton Superior; Aqua-Cure VOX by Euclid Chemical Company; Masterkure-W by BASF Building Systems; or approved alternate.

2. Polyethylene sheet for use as concrete curing blanket shall be white, and shall have a nominal thickness of 6 mils. The loss of moisture when determined in accordance with the requirements of ASTM C156 shall not exceed 0.055 grams per square centimeter of surface.
3. Polyethylene-coated waterproof paper sheeting for use as concrete curing blanket shall consist of white polyethylene sheeting free of visible defects, uniform in appearance, having a nominal thickness of 2 mils and permanently bonded to waterproof paper conforming to the requirements of Federal Specification UU-B-790A (1) (2). The loss of moisture, when determined in accordance with the requirements of ASTM C156, shall not exceed 0.055 gram per square centimeter of surface.
4. Polyethylene-coated burlap for use as concrete curing blanket shall be 4 mils thick, white opaque polyethylene film impregnated or extruded into one side of the burlap. Burlap shall weigh not less than 9 ounces per square yard. The loss of moisture, when determined in accordance with the requirements of ASTM C156, shall not exceed 0.055 gram per square centimeter of surface.
5. Curing mats for use in Curing Method 6 as specified herein, shall be heavy shag rugs or carpets or cotton mats quilted at 4 inches on center. Curing mats shall weigh a minimum of 12 ounces per square yard when dry.
6. Evaporation retardant shall be a material such as Confilm as manufactured by BASF Building Systems; Eucobar as manufactured by Euclid Chemical Company; or approved alternate.

### 2.3 NONWATERSTOP JOINT MATERIALS

#### A. Materials for nonwaterstop joints in concrete shall conform to the following requirements:

1. Prefomed joint filler shall be a nonextruding, resilient, bituminous type conforming to the requirements of ASTM 1751.
2. Elastomeric joint sealer shall conform to the requirements of Section 07920 - Sealants and Caulking.
3. Mastic joint sealer shall be a material that does not contain evaporating solvents; that will tenaciously adhere to concrete surfaces; that will remain permanently resilient and pliable; that will not be affected by continuous presence of water and will not in any way contaminate potable water; and that will effectively seal the joints against moisture infiltration even when the joints are subject to movement due to expansion and contraction. The sealer shall be composed of special asphalts or similar materials blended with lubricating and plasticizing agents to form a tough, durable mastic substance containing no volatile oils or lubricants and shall be capable of meeting the test requirements set forth hereinafter, if testing is required by the CONSTRUCTION MANAGER.

### 2.4 MISCELLANEOUS MATERIALS

- A. Dampproofing agent shall be an asphalt emulsion, such as Hydrocide 600 by BASF Building Systems; Damp-proofing Asphalt Coating by Euclid Chemical Company; Sealmastic by W. R. Meadows Inc., or approved alternate.
- B. Bonding agents shall be epoxy adhesives conforming to the following products for the applications specified:
  - 1. For bonding freshly-mixed, plastic concrete to hardened concrete, Sikadur 32 Hi-Mod Epoxy Adhesive, as manufactured by Sika Corporation; Concrevice Liquid (LPL), as manufactured by BASF Building Systems; BurkEpoxy MV as manufactured by Dayton Superior; or approved alternate.
  - 2. For bonding hardened concrete or masonry to steel, Sikadur 31 Hi-Mod Gel as manufactured by Sika Corporation; BurkEpoxy NS as manufactured by Dayton Superior; Concrevice Paste (LPL) as manufactured by BASF Building Systems; or approved alternate.

2.5 CONCRETE DESIGN REQUIREMENTS

A. Mix Design.

- 1. General: Concrete shall be composed of cement, admixtures, aggregates and water. These materials shall be of the qualities specified. The exact proportions in which these materials are to be used for different parts of the Work will be determined during the trial batch.

In general, the mix shall be designed to produce a concrete capable of being deposited so as to obtain maximum density and minimum shrinkage and, where deposited in forms, to have good consolidation properties and maximum smoothness of surface. In mix designs, the percentage of sand of the total weight of fine and coarse aggregate shall not exceed 41 for hydraulic structures or 50 for all other structures, unless noted otherwise. The aggregate gradations shall be formulated to provide fresh concrete that will not promote rock pockets around reinforcing steel or embedded items. The proportions shall be changed whenever necessary or desirable to meet the required results at no additional cost to the OWNER. All changes shall be subject to review by the CONSTRUCTION MANAGER.

- 2. Water-Cement Ratio and Compressive Strength: The minimum compressive strength and cement content of concrete shall be not less than that specified in the following tabulation.

| Type of Work   | Min 28-Day<br>Compressive<br>Strength<br>(psi) | Max<br>Size<br>Aggregate<br>(in) | Minimum<br>Cement<br>per cu yd<br>(lb) | Max W/C<br>Ratio<br>(by weight) |
|--|--|----------------------------------|--|---------------------------------|
| Structural Concrete:   |  |                                  |  |                                 |
| Roof, floor slabs,<br>walls and all other<br>concrete items not<br>specified elsewhere | 4,000  | 1                                | 650                                    | 0.45                            |

|                 |       |     |     |      |
|-----------------|-------|-----|-----|------|
| Pea Gravel Mix. | 4,000 | 3/8 | 752 | 0.40 |
|-----------------|-------|-----|-----|------|

Thin sections and areas with congested reinforcing, at the CONTRACTOR's option and with the written approval of the CONSTRUCTION MANAGER for the specific location

Maximum fine aggregate 43% by weight of aggregate

Note: The CONTRACTOR is cautioned that the limiting parameters specified above are not a mix design. Additional cement or water reducing agent may be required to achieve workability demanded by the CONTRACTOR's construction methods and aggregates. The CONTRACTOR is responsible for any costs associated with furnishing concrete with the required workability.

3. Adjustments to Mix Design: The mixes used shall be changed whenever such change is necessary or desirable to secure the required strength, density, workability, and surface finish and the CONTRACTOR shall be entitled to no additional compensation because of such changes.

B. Consistency

1. The quantity of water entering into a batch of concrete shall be just sufficient, with a normal mixing period, to produce a concrete which can be worked properly into place without segregation, and which can be compacted by the vibratory methods herein specified to give the desired density, impermeability and smoothness of surface. The quantity of water shall be changed as necessary, with variations in the nature or moisture content of the aggregates, to maintain uniform production of a desired consistency. The consistency of the concrete in successive batches shall be determined by slump tests in accordance with ASTM C143. The slumps shall be as follows:

| <u>Part of Work</u>                 | <u>Slump (in)</u>     |
|-------------------------------------|-----------------------|
| All concrete, unless note otherwise | 3 inches $\pm$ 1 inch |
| With high range water reducer added | 7 inches $\pm$ 1 inch |

C. Trial Batch and Laboratory Tests

1. Before placing any concrete, a testing laboratory designated by the CONSTRUCTION MANAGER will prepare a trial batch of each class of structural concrete, based on the preliminary concrete mixes submitted by the CONTRACTOR. During the trial batch the aggregate proportions may be adjusted by the testing laboratory using the two coarse aggregate size ranges to obtain the required properties. If one size range produces an acceptable mix, a second size range need not be used. Such adjustments shall be considered

refinements to the mix design and shall not be the basis for extra compensation to the CONTRACTOR. All concrete shall conform to the requirements of this Section, whether the aggregate proportions are from the CONTRACTOR's preliminary mix design, or whether the proportions have been adjusted during the trial batch process. The trial batch will be prepared using the aggregates, cement and admixture proposed for the project. The trial batch materials shall be of a quantity such that the testing laboratory can obtain six compression test specimens from each batch. The cost of not more than three laboratory trial batch tests for each specified concrete strength will be borne by the OWNER but the CONTRACTOR shall furnish and deliver the materials in steel drums at no cost. Any additional trial batch testing required shall be performed by the CONTRACTOR at no additional cost to the OWNER.

2. The determination of compressive strength will be made by testing 6-inch diameter by 12-inch high cylinders; made, cured and tested in accordance with ASTM C192 and ASTM C39. Three compression test cylinders will be tested at 7 days and 3 at 28 days. The average compressive strength for the three cylinders tested at 28 days for any given trial batch shall not be less than 125 percent of the specified compressive strength.
3. A sieve analysis of the combined aggregate for each trial batch shall be performed according to the requirements of ASTM C136. Values shall be given for percent passing each sieve.
4. In lieu of trial batch and laboratory tests specified in this Section, the CONTRACTOR may submit previously-designed, tested, and successfully-used concrete mixes, using materials similar to those intended for this project, together with a minimum of three certified test reports of the 28-day strength of the proposed concrete mix.

D. Measurement of Cement and Aggregate

1. The amount of cement and of each separate size of aggregate entering into each batch of concrete shall be determined by direct weighing equipment acceptable to the CONSTRUCTION MANAGER.
2. Weighing Tolerances:

| <u>Material</u> | <u>Percent of Total Weight</u> |
|-----------------|--------------------------------|
| Cement          | 1                              |
| Aggregates      | 3                              |
| Admixtures      | 3                              |

F. Measurement of Water

1. The quantity of water entering the mixer shall be measured by a suitable water meter or other measuring device of a type acceptable to the CONSTRUCTION MANAGER and capable of measuring the water in variable amounts within a tolerance of one percent. The water feed control mechanism shall be capable of being locked in position so as to deliver constantly any specified amount of water to each batch of concrete. A positive quick-acting valve shall be used for a cut-off in the water line to the mixer. The operating mechanism must be such that leakage will not occur when the valves are closed.

## 2.6 READY MIXED CONCRETE

- A. At the CONTRACTOR's option, ready-mixed concrete may be used meeting the requirements as to materials, batching, mixing, transporting, and placing as specified herein and in accordance with ASTM C94, including the following supplementary requirements.
- B. Ready-mixed concrete shall be delivered to the site of the Work, and discharge shall be completed within one hour after the addition of the cement to the aggregates or before the drum has been revolved 250 revolutions, whichever is first.
- C. Truck mixers shall be equipped with electrically-actuated counters by which the number of revolutions of the drum or blades may be readily verified. The counter shall be of the resettable, recording type, and shall be mounted in the driver's cab. The counters shall be actuated at the time of starting mixers at mixing speeds.
- D. Each batch of concrete shall be mixed in a truck mixer for not less than 70 revolutions of the drum or blades at the rate of rotation designated by the manufacturer of equipment. Additional mixing, if any, shall be at the speed designated by the manufacturer of the equipment as agitating speed. All materials including mixing water shall be in the mixer drum before actuating the revolution counter for determining the number of revolution of mixing.
- E. Truck mixers and their operation shall be such that the concrete throughout the mixed batch as discharged is within acceptable limits of uniformity with respect to consistency, mix, and grading. If slump tests taken at approximately the 1/4 and 3/4 points of the load during discharge give slumps differing by more than one inch when the specified slump is 3 inches or less, or if they differ by more than 2 inches when the specified slump is more than 3 inches, the mixer shall not be used on the Work unless the causing condition is corrected and satisfactory performance is verified by additional slump tests. All mechanical details of the mixer, such as water measuring and discharge apparatus, condition of the blades, speed of rotation, general mechanical condition of the unit, and clearance of the drum, shall be checked before a further attempt to use the unit will be permitted.
- F. Each batch of ready-mixed concrete delivered at the job site shall be accompanied by a delivery ticket furnished to the CONSTRUCTION MANAGER in accordance with Subsection 03300-1.4B.
- G. The use of nonagitating equipment for transporting ready-mixed concrete will not be permitted. Combination truck and trailer equipment for transporting ready-mixed concrete will not be permitted. The quality and quantity of materials used in ready-mixed concrete and in batch aggregates shall be subject to continuous inspection at the batching plant by the CONSTRUCTION MANAGER.

## 2.7 FLOOR HARDENER (SURFACE APPLIED)

- A. Surface hardener shall be a light reflective nonoxidizing metallic aggregate dry shake surface hardener.
  - 1. Surface hardener shall be premeasured, premixed and packaged at the factory.

2. Apply surface hardener at the rate of 1.8 to 2.5 lb per square foot
  3. Surface hardener shall be Lumiplate, by BASF Building Systems, or approved alternate.
- B. Curing Compound shall meet the moisture retention requirements of ASTM C309 and surface hardener manufacturer's recommendations.
- C. Monomolecular Film: Evaporation retarder shall be used to aid in maintaining concrete moisture during the early placement stages of plastic concrete. Evaporation retarder shall be as recommended by surface hardener manufacturer.

## **PART 3 - EXECUTION**

### **3.1 PROPORTIONING AND MIXING**

- A. Proportioning: Proportioning of the concrete mix shall conform to the requirements of Chapter 3 "Proportioning" of ACI 301.
- B. Mixing: Mixing of concrete shall conform to the requirements of Chapter 7 "Production of Concrete" of ACI 301.
- C. Slump: Maximum slumps shall be as specified herein.
- D. Retempering: Retempering of concrete or mortar which has partially hardened shall not be permitted.

### **3.2 PREPARATION OF SURFACES FOR CONCRETING**

- A. Joints in Concrete: Concrete surfaces upon or against which concrete is to be placed, where the placement of the concrete has been stopped or interrupted so that, as determined by the CONSTRUCTION MANAGER, the new concrete cannot be incorporated integrally with that previously placed, are defined as construction joints. The surfaces of horizontal joints shall be given a compacted, roughened surface for good bond. The joint surfaces shall be cleaned of all laitance, loose or defective concrete, foreign material, and roughened to a minimum 1/4-inch amplitude. Such cleaning and roughening shall be accomplished by hydroblasting or sandblasting (exposing aggregate) followed by thorough washing. All pools of water shall be removed from the surface of construction joints, and the joint surface shall be coated with an epoxy-bonding agent, unless indicated otherwise, before the new concrete is placed.
- B. Placing Interruptions: When placing of concrete is to be interrupted long enough for the concrete to take a set, the working face shall be given a shape by the use of forms or other means, that will secure proper union with subsequent Work; provided that construction joints shall be made only where acceptable to the CONSTRUCTION MANAGER.
- C. Embedded Items: No concrete shall be placed until all formwork, installation of parts to be embedded, reinforcement steel, and preparation of surfaces involved in the placing have been completed and accepted by the CONSTRUCTION MANAGER at least 4 hours before placement of concrete. All surfaces of forms and embedded items that have become encrusted with dried

grout from concrete previously placed shall be cleaned of all such grout before the surrounding or adjacent concrete is placed.

- D. All inserts or other embedded items shall conform to the requirements herein.
- E. All reinforcement, anchor bolts, sleeves, inserts, and similar items shall be set and secured in the forms where shown or by shop drawings and shall be acceptable to the CONSTRUCTION MANAGER before any concrete is placed. Accuracy of placement is the responsibility of the CONTRACTOR.
- F. Casting New Concrete Against Old: Where concrete is to be cast against old concrete (any concrete which is greater than 60 days of age), the surface of the old concrete shall be thoroughly cleaned and roughened by hydro-blasting or sandblasting (exposing aggregate). The joint surface shall be coated with an epoxy bonding agent unless indicated otherwise by the CONSTRUCTION MANAGER.
- G. No concrete shall be placed in any structure until all water entering the space to be filled with concrete has been properly cut off or has been diverted by pipes, or other means, and carried out of the forms, clear of the Work. No concrete shall be deposited underwater nor shall the CONTRACTOR allow still water to rise on any concrete until the concrete has attained its initial set. Water shall not be permitted to flow over the surface of any concrete in such manner and at such velocity as will injure the surface finish of the concrete. Pumping or other necessary dewatering operations for removing ground water, if required, will be subject to the review of the CONSTRUCTION MANAGER.
- H. Corrosion Protection: Pipe, conduit, dowels, and other ferrous items required to be embedded in concrete construction shall be so positioned and supported before placement of concrete that there will be a minimum of 2 inches clearance between said items and any part of the concrete reinforcement. Securing such items in position by wiring or welding them to the reinforcement will not be permitted.
- I. Openings for pipes, inserts for pipe hangers and brackets, and the setting of anchors shall, where practicable, be provided for during the placing of concrete.
- J. Anchor bolts shall be accurately set, and shall be maintained in position by templates while being embedded in concrete.
- K. Cleaning: The surfaces of all metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed.

### 3.3 HANDLING, TRANSPORTING, AND PLACING

- A. General: Placing of concrete shall conform to the applicable requirements of Chapter 8 of ACI 301 and the requirements of this Section. No aluminum materials shall be used in conveying any concrete.
- B. Nonconforming Work or Materials: Concrete which upon or before placing is found not to conform to the requirements specified herein shall be rejected and immediately removed from the

Work. Concrete which is not placed in accordance with these Specifications, or which is of inferior quality, shall be removed and replaced at no additional expense to the OWNER.

- C. Unauthorized Placement: No concrete shall be placed except in the presence of duly authorized representative of the CONSTRUCTION MANAGER. The CONTRACTOR shall notify the CONSTRUCTION MANAGER in writing at least 24 hours in advance of placement of any concrete.
- D. Placement in Wall Forms: Concrete shall not be dropped through reinforcement steel or into any deep form, nor shall concrete be placed in any form in such a manner as to leave accumulation of mortar on the form surfaces above the placed concrete. In such cases, some means such as the use of hoppers and, if necessary, vertical ducts of canvas, rubber, or metal shall be used for placing concrete in the forms in a manner that it may reach the place of final deposit without separation. In no case shall the free fall of concrete exceed 4 feet below the ends of ducts, chutes, or buggies. Concrete shall be uniformly distributed during the process of depositing and in no case after depositing shall any portion be displaced in the forms more than 6 feet in horizontal direction. Concrete in forms shall be deposited in uniform horizontal layers not deeper than 2 feet; and care shall be taken to avoid inclined layers or inclined construction joints except where such are required for sloping members. Each layer shall be placed while the previous layer is still soft. The rate of placing concrete in forms shall not exceed 5 feet of vertical rise per hour. Sufficient illumination shall be provided in the interior of all forms so that the concrete at the places of deposit is visible from the deck or runway.
- E. Conveyor Belts and Chutes: All ends of chutes, hopper gates, and all other points of concrete discharge throughout the CONTRACTOR's conveying, hoisting and placing system shall be so designed and arranged that concrete passing from them will not fall separated into whatever receptacle immediately receives it. Conveyor belts, if used, shall be of a type acceptable to the CONSTRUCTION MANAGER. Chutes longer than 50 feet will not be permitted. Minimum slopes of chutes shall be such that concrete of the specified consistency will readily flow in them. If a conveyor belt is used, it shall be wiped clean by a device operated in such a manner that none of the mortar adhering to the belt will be wasted. All conveyor belts and chutes shall be covered.
- F. Placement in Slabs: Concrete placed in sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the placement. As the Work progresses, the concrete shall be vibrated and carefully worked around the slab reinforcement, and the surface of the slab shall be screeded in an up-slope direction.
- G. Temperature of Concrete: The temperature of concrete when it is being placed shall be not more than 90 degrees F nor less than 55 degrees F for sections less than 12 inches thick nor less than 50 degrees for all other sections. Concrete ingredients shall not be heated to a temperature higher than that necessary to keep the temperature of the mixed concrete, as placed, from falling below the specified minimum temperature. When the temperature of the concrete is 85 degrees F or above, the time between the introduction of the cement to the aggregates and discharge shall not exceed 45 minutes. If concrete is placed when the weather is such that the temperature of the concrete would exceed 90 degrees F, the CONTRACTOR shall employ effective means, such as precooling of aggregates and mixing water using ice or placing at night, as necessary to maintain the temperature of the concrete, as it is placed, below 90 degrees F. The CONTRACTOR shall be entitled to no additional compensation on account of the foregoing requirements.

H. Hot Weather Placement:

1. Placement of concrete shall conform to ACI 305R – Guide to Hot Weather Concreting, and the following.
2. Only set retarding admixture shall be used in concrete when air temperature is expected to be consistently over 80 degrees F.
3. The maximum temperature of concrete shall not exceed 90 degrees F immediately before placement.
4. From the initial placement to the curing state, concrete shall be protected from the adverse effect of high temperature, low humidity, and wind.

3.4 PUMPING OF CONCRETE

- A. General: If the pumped concrete does not produce satisfactory end results, discontinue the pumping operation and proceed with the placing of concrete using conventional methods.
- B. The minimum diameter of the hose (conduits) shall be in accordance with ACI 304.2R.
- C. Pumping equipment and hoses (conduits) that are not functioning properly shall be replaced.
- D. Aluminum conduits for conveying the concrete shall not be permitted.
- E. Field Control: Concrete samples for slump, air content, and test cylinders will be taken at the placement (discharge) end of the line.

3.5 ORDER OF PLACING CONCRETE

- A. The order of placing concrete in all parts of the Work shall be acceptable to the CONSTRUCTION MANAGER. In order to minimize the effects of shrinkage, the concrete shall be placed in units as bounded by construction joints shown. The placing of units shall be done by placing alternate units in a manner such that each unit placed shall have cured at least 7 days for hydraulic structures and 3 days for all other structures before the contiguous unit or units are placed, except that the corner sections of vertical walls shall not be placed until the two adjacent wall panels have cured at least 14 days for hydraulic structures and 7 days for all other structures.
- B. The surface of the concrete shall be level whenever a run of concrete is stopped. To ensure a level, straight joint on the exposed surface of walls, a wood strip at least 3/4 inch thick shall be tacked to the forms on these surfaces. The concrete shall be carried about 1/2 inch above the underside of the strip. About one hour after the concrete is placed, the strip shall be removed and any irregularities in the edge formed by the strip shall be leveled with a trowel and all laitance shall be removed.

### 3.6 TAMPING AND VIBRATING

- A. As concrete is placed in the forms or in excavations, it shall be thoroughly settled and compacted, throughout the entire depth of the layer which is being consolidated, into a dense, homogeneous mass, filling all corners and angles, thoroughly embedding the reinforcement, eliminating rock pockets, and bringing only a slight excess of water to the exposed surface of concrete during placement. Vibrators shall be Group 3 (per ACI 309R) high speed power vibrators (8,000 to 12,000 rpm) of an immersion type in sufficient number and with (at least one) standby units as required. Group 2 vibrators may be used only at specific locations when accepted by the CONSTRUCTION MANAGER.
- B. Care shall be used in placing concrete around waterstops. The concrete shall be carefully worked by rodding and vibrating to make sure that all air and rock pockets have been eliminated. Where flat-strip type waterstops are placed horizontally, the concrete shall be worked under the waterstops by hand, making sure that all air and rock pockets have been eliminated. Concrete surrounding the waterstops shall be given additional vibration, over and above that used for adjacent concrete placement to assure complete embedment of the waterstops in the concrete.
- C. Concrete in walls shall be internally vibrated and at the same time rammed, stirred, or worked with suitable appliances, tamping bars, shovels, or forked tools until it completely fills the forms or excavations and closes snugly against all surfaces. Subsequent layers of concrete shall not be placed until the layers previously placed have been worked thoroughly as specified. Vibrators shall be provided in sufficient numbers, with standby units as required, to accomplish the results herein specified within 15 minutes after concrete of the prescribed consistency is placed in the forms. The vibrating head shall be kept from contact with the surfaces of the forms. Care shall be taken not to vibrate concrete excessively or to work it in any manner that causes segregation of its constituents.

### 3.7 FINISHING CONCRETE SURFACES

- A. General: Surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface. Allowable deviations from plumb or level and from the alignment, profiles, and dimensions shown are defined as tolerances and are specified in Part 1, herein. These tolerances are to be distinguished from irregularities in finish as described herein. Aluminum finishing tools shall not be used.
- B. Formed Surfaces: No treatment is required after form removal except for curing, repair of defective concrete, and treatment of surface defects. Where architectural finish is required, it shall be as specified or as shown.
  - 1. Surface holes larger than 1/2 inch in diameter or deeper than 1/4-inch are defined as surface defects in basins and exposed walls.
- C. Unformed Surfaces: After proper and adequate vibration and tamping, all unformed top surfaces of slabs, floors, walls, and curbs shall be brought to a uniform surface with suitable tools. Immediately after the concrete has been screeded, it shall be treated with a liquid evaporation retardant. The retardant shall be used again after each Work operation as necessary to prevent

drying shrinkage cracks. The classes of finish specified for unformed concrete surfaces are designated and defined as follows:

7. Finish U1 - Sufficient leveling and screeding to produce an even, uniform surface with surface irregularities not to exceed 3/8 inch. No further special finish is required.
8. Finish U2 - After sufficient stiffening of the screeded concrete, surfaces shall be float finished with wood or metal floats or with a finishing machine using float blades. Excessive floating of surfaces while the concrete is plastic and dusting of dry cement and sand on the concrete surface to absorb excess moisture will not be permitted. Floating shall be the minimum necessary to produce a surface that is free from screed marks and is uniform in texture. Surface irregularities shall not exceed 1/4-inch. Joints and edges shall be tooled where shown or as determined by the CONSTRUCTION MANAGER.
3. Finish U3 - After the floated surface (as specified for Finish U2) has hardened sufficiently to prevent excess of fine material from being drawn to the surface, steel troweling shall be performed with firm pressure such as will flatten the sandy texture of the floated surface and produce a dense, uniform surface free from blemishes, ripples, and trowel marks. The finish shall be smooth and free of all irregularities.
4. Finish U4 - Steel trowel finish (as specified for Finish U3) without local depressions or high points. In addition, the surface shall be given a light hairbroom finish with brooming perpendicular to drainage unless otherwise shown. The resulting surface shall be rough enough to provide a nonskid finish.

D. Unformed surfaces shall be finished according to the following schedule:

UNFORMED SURFACE FINISH SCHEDULE

| Area  | Finish |
|---|--------|
| Slabs which are water bearing with slopes 10 percent and less | U3     |

3.8 ARCHITECTURAL FINISH

- A. General: Architectural finishes shall be required only where specifically called out on the Drawings. In all other cases, the paragraph above, entitled Finishing Concrete Surfaces, shall apply.
  1. Immediately after the forms have been stripped, the concrete surface shall be inspected and any poor joints, voids, rock pockets, or other defective areas shall be repaired and all form-tie holes filled as indicated herein.
  2. Architectural finishes shall not be applied until the concrete surface has been repaired as required and the concrete has cured at least 14 days.

3. All architecturally treated concrete surfaces shall conform to the accepted sample required herein in texture, color, and quality. It shall be the CONTRACTOR's responsibility to maintain and protect the concrete finish.

B. Smooth Concrete Finish:

1. The concrete surface shall be wetted, and a grout shall be applied with a brush. The grout shall be made by mixing one part Portland cement and one part of fine sand that will pass a No. 16 sieve with sufficient water to give it the consistency of thick paint. The cement used in said grout shall be 2 gray and 2 white Portland cement, as determined by the CONSTRUCTION MANAGER. White Portland cement shall be Atlas white, or equal. Calcium chloride in the amount of 5 percent by volume of the cement shall be used in the brush coat. The freshly applied grout shall be vigorously rubbed into the concrete surface with a wood float filling all small air holes. After all the surface grout had been removed with a steel trowel, the surface shall be allowed to dry and, when dry, shall be vigorously rubbed with burlap to remove completely all surface grout so that there is no visible paint-like film of grout on the concrete. The entire cleaning operation for any area shall be completed the day it is started, and no grout shall be left on the surface overnight.
2. Cleaning operations for any given day shall be terminated at panel joints. It is essential that the various operations be carefully timed to secure the desired effect which is a light-colored concrete surface of uniform color and texture without any appearance of a paint or grout film.
3. In the event that improper manipulation results in an inferior finish, rub such inferior areas with carborundum bricks.
4. Before beginning any of the final treatment on exposed surfaces, treat in a satisfactory manner a trial area of at least 200 square feet in some inconspicuous place selected by the CONSTRUCTION MANAGER and shall preserve said trial area undisturbed until the completion of the job.

3.9 CURING AND DAMPPROOFING

- A. General: All concrete shall be cured for not less than 14 days after placing, in accordance with the methods specified herein for the different parts of the Work, and described in detail in the following paragraphs:

| <u>Surface to be Cured or Dampproofed</u> | <u>Method</u> |
|---|---------------|
| Slabs not on grade                        | 4             |

- B. Method 4: The surface shall be sprayed with a liquid curing compound.

1. It shall be applied in accordance with the manufacturer's printed instructions in such a manner as to cover the surface with a uniform film which will seal thoroughly.
2. Where the curing compound method is used, care shall be exercised to avoid damage to the seal during the curing period. Should the seal be damaged or broken before the expiration

of the curing period, the break shall be repaired immediately by the application of additional curing compound over the damaged portion.

3. Wherever curing compound may have been applied by mistake to surfaces against which concrete subsequently is to be placed and to which it is to adhere, said compound shall be entirely removed by wet sandblasting just before the placing of new concrete.
4. Where curing compound is specified, it shall be applied as soon as the concrete has hardened enough to prevent marring on unformed surfaces, and within 2 hours after removal of forms from contact with formed surfaces. Repairs required to be made to formed surfaces shall be made within the said 2-hour period; provided, however, that any such repairs which cannot be made within the said 2-hour period shall be delayed until after the curing compound has been applied. When repairs are to be made to an area on which curing compound has been applied, the area involved shall first be wet-sandblasted to remove the curing compound, following which repairs shall be made as specified herein.
5. At all locations where concrete is placed adjacent to a panel which has been coated with curing compound, the previously coated panel shall have curing compound reapplied to an area within 6 feet of the joint and to any other location where the curing membrane has been disturbed.
6. Before final acceptance of the Work, all visible traces of curing compound shall be removed from all surfaces in such a manner that does not damage surface finish.

### 3.10 PROTECTION

- A. Protect all concrete against injury until final acceptance by the OWNER.
- B. Fresh concrete shall be protected from damage due to rain, hail, sleet, or snow. Provide such protection while the concrete is still plastic and whenever such precipitation is imminent or occurring.

### 3.11 CURING IN COLD WEATHER

- A. Water curing of concrete may be reduced to 6 days during periods when the mean daily temperature in the vicinity of the worksite is less than 40 degrees F; provided that, during the prescribed period of water curing, when temperatures are such that concrete surfaces may freeze, water curing shall be temporarily discontinued.
- B. Concrete cured by an application of curing compound will require no additional protection from freezing if the protection at 50 degrees F for 72 hours is obtained by means of approved insulation in contact with the forms or concrete surfaces; otherwise the concrete shall be protected against freezing temperatures for 72 hours immediately following 72 hours protection at 50 degrees F. Concrete cured by water curing shall be protected against freezing temperatures for 3 days immediately following the 72 hours of protection at 50 degrees F.

- C. Discontinuance of protection against freezing temperatures shall be such that the drop in temperature of any portion of the concrete will be gradual and will not exceed 40 degrees F in 24 hours. In the spring, when the mean daily temperature rises above 40 degrees F for more than 3 successive days, the specified 72-hour protection at a temperature not lower than 50 degrees F may be discontinued for as long as the mean daily temperature remains above 40 degrees F; provided, that the concrete shall be protected against freezing temperatures for not less than 48 hours after placement.
- D. Where artificial heat is employed, special care shall be taken to prevent the concrete from drying. Use of unvented heaters will be permitted only when unformed surfaces of concrete adjacent to the heaters are protected for the first 24 hours from an excessive carbon dioxide atmosphere by application of curing compound; provided, that the use of curing compound for such surfaces is otherwise permitted by these Specifications.

### 3.12 TREATMENT OF SURFACE DEFECTS

- A. As soon as forms are removed, all exposed surfaces shall be carefully examined and any irregularities shall be immediately rubbed or ground in a satisfactory manner in order to secure a smooth, uniform, and continuous surface. Plastering or coating of surfaces to be smoothed will not be permitted. No repairs shall be made until after inspection by the CONSTRUCTION MANAGER. In no case will extensive patching of honeycombed concrete be permitted. Concrete containing minor voids, holes, honeycombing, or similar depression defects shall have them repaired as specified herein. Concrete containing extensive voids, holes, honeycombing, or similar depression defects, shall be completely removed and replaced. All repairs and replacements herein specified shall be promptly executed by the CONTRACTOR at its own expense.
- B. Defective surfaces to be repaired shall be cut back from trueline a minimum depth of 2 inch over the entire area. Feathered edges will not be permitted. Where chipping or cutting tools are not required in order to deepen the area properly, the surface shall be prepared for bonding by the removal of all laitance or soft material, and not less than 1/32-inch depth of the surface film from all hard portions, by means of an efficient sandblast. After cutting and sandblasting, the surface shall be wetted sufficiently in advance of shooting with shotcrete or with cement mortar so that while the repair material is being applied, the surfaces under repair will remain moist, but not so wet as to overcome the suction upon which a good bond depends. The material used for repair proposed shall consist of a mixture of one sack of cement to 3 cubic feet of sand. For exposed walls, the cement shall contain such a proportion of Atlas white Portland cement as is required to make the color of the patch match the color of the surrounding concrete.
- C. Holes left by tie-rod cones shall be reamed with suitable toothed reamers so as to leave the surfaces of the holes clean and rough. These holes then shall be repaired in an approved manner with dry-packed cement grout. Holes left by form-tying devices having a rectangular cross-section, and other imperfections having a depth greater than their least surface dimension, shall not be reamed but shall be repaired in an approved manner with dry-packed cement grout.
- D. All repairs shall be built up and shaped in such a manner that the completed Work will conform to the requirements of this Section, as applicable, using approved methods which will not disturb the bond, cause sagging, or cause horizontal fractures. Surfaces of said repairs shall receive the same kind and amount of curing treatment as required for the concrete in the repaired section.

- E. Before filling any structure with water, all cracks that may have developed shall be "vee'd" and filled with construction joint sealant for water-bearing structures conforming to the materials and methods specified in Section 03290 - Joints in Concrete Structures. This repair method shall be done on the water bearing face of members. Before backfilling, faces of members in contact with fill, which are not covered with a waterproofing membrane, shall also have cracks repaired as specified herein.

### 3.13 PATCHING HOLES IN CONCRETE

#### A. Patching Small Holes:

1. Holes which are less than 12 inches in their least dimension and extend completely through concrete members, shall be filled as specified herein.
2. Small holes in members which are water-bearing or in contact with soil or other fill material, shall be filled with nonshrink grout. Where a face of the member is exposed to view, the nonshrink grout shall be held back 2 inches from the finished surface. The remaining 2 inches shall then be patched according to the paragraph in Part 3 entitled "Treatment of Surface Defects."
3. Small holes through all other concrete members shall be filled with nonshrink grout, with exposed faces treated as above.

#### B. Patching Large Holes:

1. Holes which are larger than 12 inches in their least dimension, shall have a keyway chipped into the edge of the opening all around, unless a formed keyway exists. The holes shall then be filled with concrete as specified herein.
2. Holes which are larger than 24 inches in their least dimension and which do not have reinforcing steel extending from the existing concrete, shall have reinforcing steel set in grout in drilled holes. The reinforcing added shall match the reinforcing in the existing wall unless shown.
3. Large holes in members which are water bearing or in contact with soil or other fill, shall have an extrudable, polyurethane-based type waterstop material placed around the perimeter of the hole as specified in the Section 03290 - Joints in Concrete Structures, unless there is an existing waterstop in place.

### 3.9 CARE AND REPAIR OF CONCRETE

- A. The CONTRACTOR shall protect all concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance by the OWNER. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging

the surface. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at any time before the final acceptance of the completed Work, or which departs from the established line or grade, or which, for any other reason, does not conform to the requirements of the Contract Documents, shall be satisfactorily repaired or removed and replaced with acceptable concrete at the CONTRACTOR's expense.

**\*\* END OF SECTION \*\***

**SUPPLEMENTARY SPECIAL PROVISIONS**  
**APPENDICES**

**APPENDIX A**  
**NOTICE OF EXEMPTION**



**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**

*Dick Smith*, SENIOR PLANNER

\_\_\_\_\_  
SIGNATURE/TITLE

4-23-2020

\_\_\_\_\_  
DATE

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY  
( ) SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

**Reference**

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

3. **DEFINITIONS**

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

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

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
  - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
  - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
    - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
  12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
  13. The outlet shall have a 2 ½ “National Standards Tested (NST) fire hydrant male coupling.
  14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.
- 4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**
- Process for Issuance
- a. Fire hydrant meters shall only be used for the following purposes:
    1. Temporary irrigation purposes not to exceed one year.

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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|   | <b>SUPERSEDES<br/>DI 55.27</b> | <b>DATED<br/>April 21, 2000</b>                 |

7. **FEE AND DEPOSIT SCHEDULES**

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

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

8. **UNAUTHORIZED USE OF WATER FROM A HYDRANT**

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

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

METER SHOP (619) 527-7449

## Meter Information

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

|   |                          |                              |
|---|--------------------------|------------------------------|
| Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.)<br><u>Zip:</u> | T.B.                     | G.B. (CITY USE)              |
| Specific Use of Water:  |                          |                              |
| Any Return to Sewer or Storm Drain, if so, explain:   |                          |                              |
| Estimated Duration of Meter Use: <input type="text"/>   | <input type="checkbox"/> | Check Box if Reclaimed Water |

## Company Information

|  |        |                      |            |
|--|--------|----------------------|------------|
| Company Name:  |        |                      |            |
| Mailing Address:   |        |                      |            |
| City:  | State: | Zip:                 | Phone: ( ) |
| *Business license#   |        | *Contractor license# |            |
| A Copy of the Contractor's license OR Business License is required at the time of meter issuance.  |        |                      |            |
| Name and Title of Billing Agent:<br><small>(PERSON IN ACCOUNTS PAYABLE)</small>  |        |                      | Phone: ( ) |
| Site Contact Name and Title:   |        |                      | Phone: ( ) |
| Responsible Party Name:  |        |                      | Title:     |
| Cal ID#  |        |                      | Phone: ( ) |
| Signature:   |        | Date:                |            |
| <small>Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter</small> |        |                      |            |

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

|                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/> City Meter | <input type="checkbox"/> Private Meter                        |
| Contract Acct #:                    | Deposit Amount: <b>\$ 936.00</b> Fees Amount: <b>\$ 62.00</b> |
| Meter Serial #                      | Meter Size: <b>05</b> Meter Make and Style: <b>6-7</b>        |
| Backflow #                          | Backflow Size: Backflow Make and Style:                       |
| Name:                               | Signature: Date:  |

**WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER**

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**APPENDIX C**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

**APPENDIX D**

**SAMPLE CITY INVOICE 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

**APPENDIX E**  
**LOCATION MAP**

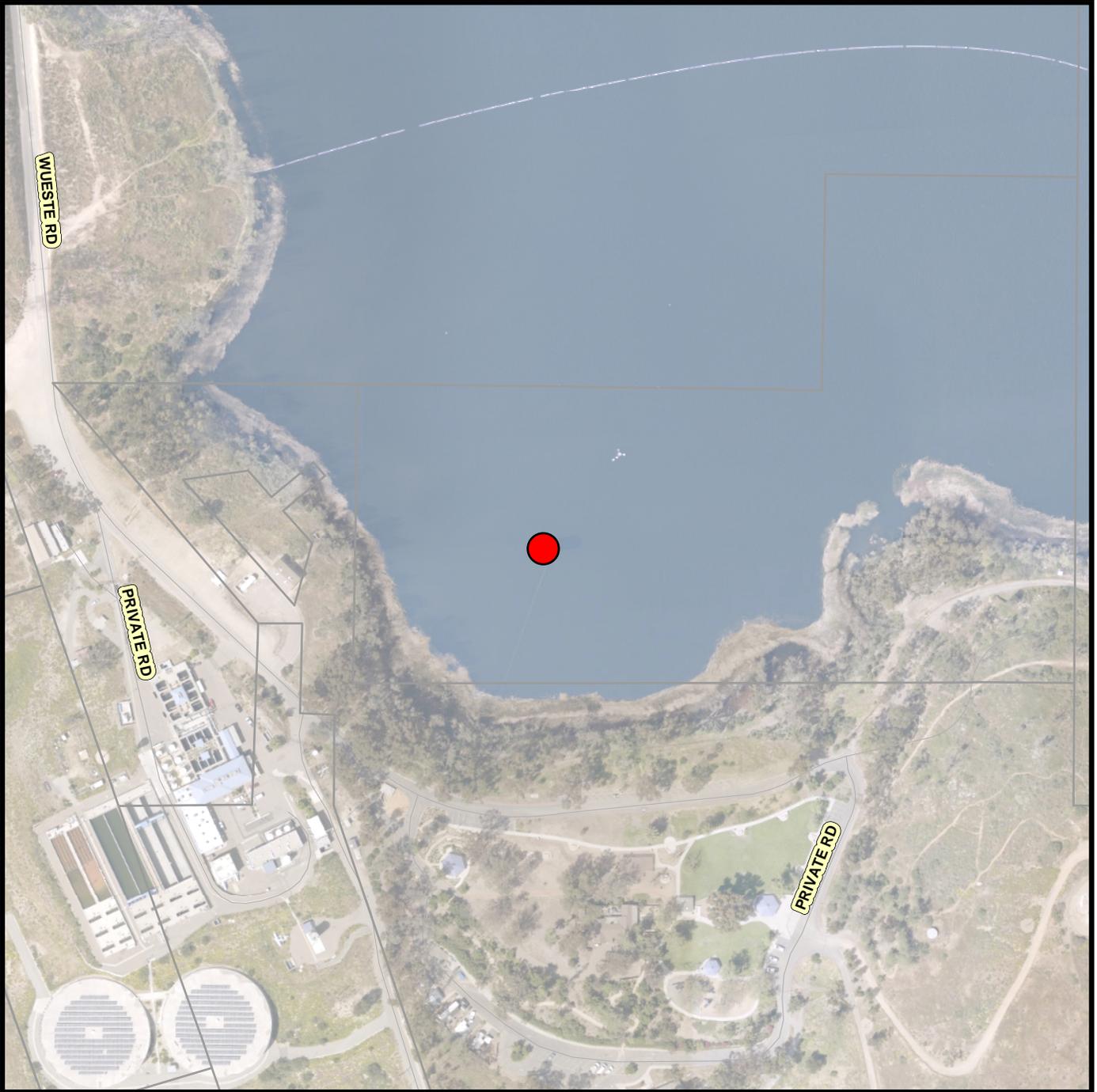
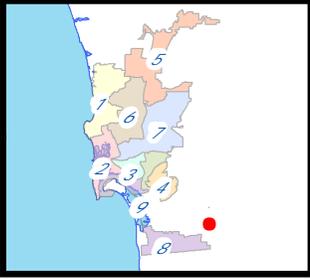
## LOWER OTAY OUTLET TOWER REPAIRS

DESIGN  
SENIOR ENGINEER  
DEBBIE VAN MARTIN  
(619) 533-6651

DESIGN  
PROJECT MANAGER  
GAVIN HAWK  
(619) 533-4697

DESIGN  
PROJECT ENGINEER  
LUQMAN WALI  
(619) 533-4114

LOCATION MAP



### Legend

 Project Location



No Scale

Document Path: S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\PUD PE Active\Lower Otay Outlet Tower Repairs\Drafting\Location Map\Location Map.mxd

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**APPENDIX F**  
**HAZARDOUS WASTE LABEL/FORMS**

# HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL  
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY  
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY  
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ 24 HR. PHONE ( ) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EPA ID NO. \_\_\_\_\_ MANIFEST DOCUMENT NO. \_\_\_\_\_

EPA WASTE NO. \_\_\_\_\_ CA WASTE NO. \_\_\_\_\_ ACCUMULATION START DATE \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

CONTENTS, COMPOSITION \_\_\_\_\_

PROPER DOT SHIPPING NAME \_\_\_\_\_

TECHNICAL NAME (S) \_\_\_\_\_

UN/NA NO. WITH PREFIX \_\_\_\_\_

PHYSICAL STATE    HAZARDOUS PROPERTIES     FLAMMABLE     TOXIC  
 SOLID    LIQUID    CORROSIVE     REACTIVE     OTHER \_\_\_\_\_

**HANDLE WITH CARE!**  
CONTAINS HAZARDOUS OR TOXIC WASTES

# INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## If you have an emergency, Call 911

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

### Questions for Incident Assessment:

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

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

\*Call 911 in an emergency\*

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

If in doubt, report the release.

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

# NON REPORTABLE RELEASE INCIDENT FORM

## 1. RELEASE AND RESPONSE DESCRIPTION

Incident # \_\_\_\_\_

|   |                     |  |
|---|---------------------|--|
| Date/Time Discovered  | Date/Time Discharge | Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Incident Date / Time:   |                     |  |
| Incident Business / Site Name:  |                     |  |
| Incident Address:   |                     |  |
| Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)  |                     |  |
| Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |  |
|   |                     |  |
|   |                     |  |
|   |                     |  |
|   |                     |  |
|   |                     |  |
| Indicate actions to be taken to prevent similar releases from occurring in the future.  |                     |  |
|   |                     |  |
|   |                     |  |
|   |                     |  |
|   |                     |  |
|   |                     |  |

## 2. ADMINISTRATIVE INFORMATION

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

## 3. CHEMICAL INFORMATION

|                                 |   |
|---------------------------------|---|
| Chemical                        | Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup> |
| Chemical                        | Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup> |
| Chemical                        | Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup> |
| Clean-Up Procedures & Timeline: |   |
|                                 |   |
|                                 |   |
|                                 |   |
|                                 |   |
|                                 |   |
|                                 |   |
| Completed By:                   | Phone:  |
| Print Name:                     | Title:  |

**EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM**

|          |   |  |   |
|----------|---|--|---|
| <b>A</b> | BUSINESS NAME   | FACILITY EMERGENCY CONTACT & PHONE NUMBER<br>( ) -   |   |
| <b>B</b> | INCIDENT DATE<br>MO DAY YR  | TIME OES NOTIFIED<br>(use 24 hr time)  | OES CONTROL NO.                                 |
| <b>C</b> | INCIDENT ADDRESS LOCATION   | CITY / COMMUNITY   | COUNTY ZIP                                      |
| <b>D</b> | CHEMICAL OR TRADE NAME (print or type)  |  | CAS Number                                      |
| <b>D</b> | CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>  | CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>                       |   |
| <b>D</b> | PHYSICAL STATE CONTAINED<br><input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS   | PHYSICAL STATE RELEASED<br><input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS | QUANTITY RELEASED                               |
| <b>D</b> | ENVIRONMENTAL CONTAMINATION<br><input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER   | TIME OF RELEASE  | DURATION OF RELEASE<br>— DAYS — HOURS — MINUTES |
| <b>E</b> | ACTIONS TAKEN   |  |   |
| <b>F</b> | KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)   |  |   |
| <b>F</b> | <input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____   |  |   |
| <b>F</b> | <input type="checkbox"/> CHRONIC OR DELAYED (explain) _____   |  |   |
| <b>F</b> | <input type="checkbox"/> NOTKNOWN (explain) _____   |  |   |
| <b>G</b> | ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS  |  |   |
| <b>H</b> | COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)  |  |   |
| <b>I</b> | CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete. |  |   |
| <b>I</b> | REPORTING FACILITY REPRESENTATIVE (print or type) _____   |  |   |
| <b>I</b> | SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____  |  |   |

## **EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS**

### **GENERAL INFORMATION:**

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

### **BASIC INSTRUCTIONS:**

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

### **SPECIFIC INSTRUCTIONS:**

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

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

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

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

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

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

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

**Block H:** List any additional pertinent information.

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

### **MAIL THE COMPLETED REPORT TO:**

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

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

**APPENDIX G**  
**SAMPLE OF PUBLIC NOTICE**



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
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• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.

To contact the City of San Diego: SD Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.

**APPENDIX H**  
**RESERVOIR WATER QUALITY MONITORING PLAN**

# Lower Otay Outlet Tower Repairs

## Reservoir Water Quality Monitoring Plan

The Lower Otay Reservoir is located east of Wueste Road and South of Otay Lakes Road adjacent to the eastern border of the City of Chula Vista. The reservoir supplies raw water to the Otay Water Treatment Plant via the Outlet Tower located within the reservoir. The Outlet Tower was built in 1919 and is showing signs of exterior spalling and cracking and need of repair.

The superstructure of the outlet tower consists of an operating platform, columns, and a roof. The superstructure elements have deteriorated over time, including spalling and cracking of concrete, exposure of reinforcing steel, and corrosion of steel elements. This deterioration has raised safety and performance concerns with operation of the tower, and the City desires to make improvements to the outlet tower to address these concerns.

In response to these issues, the City of San Diego (City) has prepared plans for the repair of the operating platform and the replacement of the roof on the Lower Otay Reservoir Outlet Tower.

### Lower Otay Outlet Tower Repairs

The work includes structural and civil drawings, and specifications for the repair of the Lower Otay Outlet Tower. The Operating Platform will be power washed, open cored holes will be filled, spalled concrete will be repaired and a seal coat will be applied. The corbels and column supports will be repaired and coated. The existing roof will be replaced with a new reinforced-concrete roof.

Figure 1: Lower Otay Reservoir



## Water Quality Sampling Plan for In-Reservoir Construction Activities

To the extent possible, Lower Otay Reservoir will remain off-line during the construction project as an extra precaution against any potential water quality concerns. However, it may become necessary to use Lower Otay Reservoir to help response to water quality or operational challenges from the use of the aqueduct alone.

The selected contractor will be required to implement proactive measures such as installation of stormwater BMPS at the construction staging area and strict inventorying and control of materials on all watercraft and at the Outlet Tower. The contractor will also be required to prepare and implement its own water quality protection, monitoring, and spill prevention plan. This plan will be reviewed and approved by the City prior to construction.

A detailed written plan for protection of water quality at Lower Otay Reservoir must be provided to State Water Resources Control Board-Division of Drinking Water (DDW) at least 30 days prior to the start of in-reservoir work activities at Lower Otay Reservoir. The City must receive written approval by DDW of the plans prior to starting in-reservoir work activities at Lower Otay Reservoir. The Plan must also include a monitoring plan to assure compliance with applicable water quality objectives including but not limited to turbidity.

The In-Reservoir Water Quality Plan identified above will be developed in coordination with the City's Public Utilities and Engineering & Capital Projects Departments and will be named "Water Quality Sampling Plan for In-Reservoir Construction Activities." The Water Quality Sampling Plan for In-Reservoir Construction Activities proposes an approach that includes weekly basic water quality profiles, and weekly water quality samples to be analyzed in the laboratory by The Environmental Monitoring and Technical Services Division (EMTS). Each element is explained in more detail below.

### Monitoring Locations

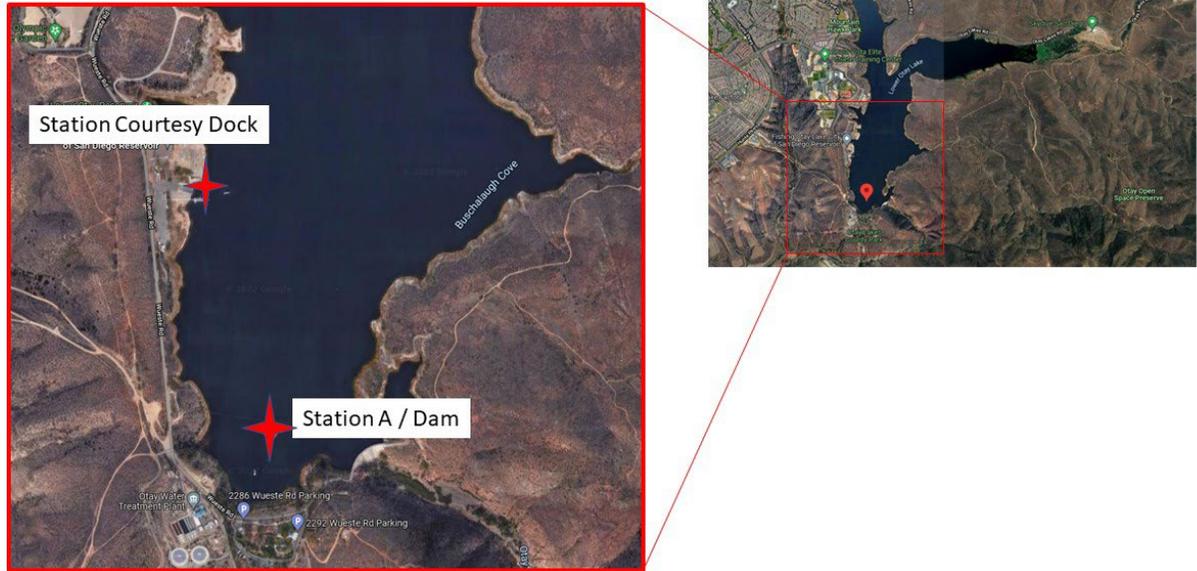
The Water Quality Sampling Plan for In-Reservoir Construction Activities uses the City's existing sample sites designators shown in Table 1 and Figure 2. Station A is located near the dam (source identification OTA) and the second monitoring station is located on the courtesy dock (source identification OT\_CRTSY\_DOCK).

**Table 1: Lower Otay Reservoir Sample Site Designator (NPDES Monitoring Locations Names)**

| Monitoring Location Name | Monitoring Location Description                      |
|--------------------------|--|
| OTA                      | Southern end of the reservoir near the outlet tower. |
| OT Courtesy Dock         | Otay reservoir station located near the main dock.   |

**Figure 2: Lower Otay Reservoir Monitoring Location Map**

Otay Reservoir Monitoring Stations



**Figure 3: Lower Otay Reservoir Outlet Tower**



### **Weekly Basic Water Quality Profiles**

EMTS will perform Basic Water Quality Profiles once per week at Station OTA, due to the shallow depth at the Dock Station no water quality profiles will be performed at this location. Basic Water Quality Profiles use a hand-deployed profiling instrument (aka a "Datasonde") to measure water quality profiles at prescribed depths from the surface to the bottom. The measured parameters are depth, temperature, dissolved oxygen, pH, electrical conductivity (yields TDS), and oxidation-reduction potential. Data is recorded at the surface and every meter of depth down to 0.2 m above the hard bottom.

### **Weekly Water Quality Samples**

EMTS will collect samples once per week at Stations OTA and OT Courtesy Dock and perform laboratory analyses for the following: Color, Threshold Odor Number, Turbidity and MIB/Geosmin. For each weekly sampling event, samples will be collected from the surface at both stations, also additional samples will be collected from the following depths (84, 95, 106 and 117) from Station A. These depths correspond to the locations of the reservoir outlets that are available for drafting.

### **Spill Prevention and Emergency Response Plan**

The selected contractor will be required to develop a Spill Prevention and Emergency Response Plan. This will include:

- Daily inspection and reporting of watercraft condition, including exterior, interior, electrical and mechanical equipment, and all contents.
- Daily safety inspection, including written reports.
- Daily inventory and monitoring of all construction materials.
- Secondary containment of liquid materials.
- Detailed spill prevention procedures.
- Spill containment action and mitigation plan.
- Minimize use of potentially hazardous materials.
- Immediate reporting of any incidents, including spills to the appropriate individuals.

In addition to these requirements, the City is requiring the selected contractor to provide an In-Water Safety Plan that will address all City reservoir safety requirements.

The City will have at least one City staff (Resident Engineer) that should be onsite at all times the contractor is performing work to alert the chief water treatment plant operator in the event of a spill. The City must cease drafting from the reservoir immediately upon notification or observation of any spills.

## Conclusion

In conclusion, the City has prepared for the continued safe and reliable operation of the Lower Otay Reservoir and Otay Water Treatment Plant during the repair of the operating platform and the replacement of the Lower Otay Outlet Tower Roof. Requirements will be put in place for the contractor to implement the following:

- Water Quality Sampling Plan for In-Reservoir Construction Activities, including:
  - Weekly basic water quality profiles
  - Weekly water quality samples
- Spill Prevention and Emergency Response Plan, including:
  - Compliance with City reservoir requirements
  - In-Water Safety Plan
  - Installation of protective measures

These measures preserve Otay WTP water quality by detailing construction activities, safety requirements, water quality monitoring requirements, and spill prevention response activities.

**ATTACHMENT F**  
**RESERVED**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

---

**CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and A.B. Hashmi, Inc., herein called "Contractor" for construction of **Lower Otay Outlet Tower Repair**; Bid No. **L-22-2102-DBB-1**; in the total amount Two Hundred Forty Thousand Six Hundred Forty Five Dollars and Zero cents (\$240,645.00), which is comprised of the Base Bid, consisting of an amount not to exceed \$240,645.00.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled **Lower Otay Outlet Tower Repair**, on file in the office of the Purchasing & Contracting Department as Document No. **21005173**, as well as all matters referenced therein.
  
3. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Lower Otay Outlet Tower Repair**, Bid Number **L-22-2102-DBB-1**, San Diego, California.
  
4. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.

**CONTRACT AGREEMENT (continued)**

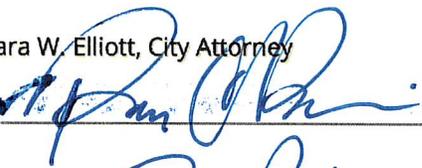
- 5. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 6. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

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

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By: 

Mara W. Elliott, City Attorney  
By: 

Print Name: Stephen Samanra  
Principal Contract Specialist  
Purchasing & Contracting Department

Print Name: Romy Polanco  
Deputy City Attorney

Date: 9/23.2022

Date: 9/23/2022

**CONTRACTOR**

By: 

Print Name: AHMAD HASHMI

Title: CEO

Date: 6/22/22

City of San Diego License No.: B2003002479

State Contractor's License No.: 798383

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000002125

## **CERTIFICATIONS AND FORMS**

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

## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

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

State of California

County of San Diego

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

## CONTRACTOR CERTIFICATION

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### COVID-19 VACCINATION ORDINANCE

#### CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing the City's Mandatory COVID-19 Vaccination Policy.

#### TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
6. City contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

## **CONTRACTOR CERTIFICATION**

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### **DRUG-FREE WORKPLACE**

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

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

## CONTRACTOR CERTIFICATION

---

### AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

## CONTRACTOR CERTIFICATION

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### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

## CONTRACTOR CERTIFICATION

---

### EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

## **CONTRACTOR CERTIFICATION**

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### **PRODUCT ENDORSEMENT**

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

**AFFIDAVIT OF DISPOSAL**

**(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)**

**WHEREAS**, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

**Lower Otay Outlet Tower Repair**

(Project Title)

as particularly described in said contract and identified as Bid No. **L-22-2102-DBB-1**; SAP No. (IO) **21005173**; 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

**LIST OF SUBCONTRACTORS**

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

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

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR  | CONSTRUCTOR OR DESIGNER | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB® | WHERE CERTIFIED® | CHECK IF JOINT VENTURE PARTNERSHIP |
|--|-------------------------|------------------------------|--------------|-----------------------------|--|------------------|------------------------------------|
| Name: _____<br>Address: _____<br>City: _____<br>State: _____<br>Zip: _____<br>Phone: _____<br>Email: _____ |                         |                              |              |                             |  |                  |                                    |
| Name: _____<br>Address: _____<br>City: _____<br>State: _____<br>Zip: _____<br>Phone: _____<br>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**

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

| NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER  | MATERIALS OR SUPPLIES | DOLLAR VALUE OF MATERIAL OR SUPPLIES | SUPPLIER (Yes/No) | MANUFACTURER (Yes/No) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup> | WHERE CERTIFIED <sup>②</sup> |
|--|-----------------------|--------------------------------------|-------------------|-----------------------|--|------------------------------|
| Name: _____<br>Address: _____<br>City: _____<br>State: _____<br>Zip: _____<br>Phone: _____<br>Email: _____ |                       |                                      |                   |                       |  |                              |
| Name: _____<br>Address: _____<br>City: _____<br>State: _____<br>Zip: _____<br>Phone: _____<br>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.**

## **ELECTRONICALLY SUBMITTED FORMS**

**FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.**

**PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS**

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

**LOWER OTAY OUTLET TOWER REPAIR; L-22-2102-DBB-1; BID DATE: MAY 25, 2022**

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

SIGNED AND SEALED, this 10th day of May, 2022

A B Hashmi, Inc. (SEAL)  
(Principal)

Old Republic Surety Company (SEAL)  
(Surety)

By:   
(Signature)

By:   
(Signature)  
Brooke Lafrenz, Attorney-in-fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

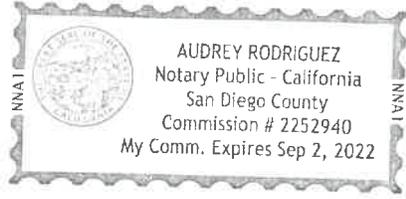
On 10 May 2022 before me, Audrey Rodriguez, Notary Public  
(Here insert name and title of the officer)

personally appeared Brooke Lafrenz,  
 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.

*Audrey Rodriguez*  
 Notary Public Signature (Notary Public Seal)



### 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.



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Brooke LaFrenz, michael W. Thomas, Gladys Rogers, Audrey Rodriguez, Larry D. Cogdill of San Diego, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of March, 2020

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 0051



Signed and sealed at the City of Brookfield, WI this 10th day of May, 2022

*Karen J. Haffner*  
Assistant Secretary

**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.

The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: A. B. Hashmi, Inc.

Certified By Ahmad Hashmi Title CEO

Name



Signature

Date 5/25/2022

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

|                              |             |              |              |
|------------------------------|-------------|--------------|--------------|
| <b>Legal Name</b>            |             | <b>DBA</b>   |              |
| A. B. Hashmi, Inc.           |             |              |              |
| <b>Street Address</b>        | <b>City</b> | <b>State</b> | <b>Zip</b>   |
| 13066 Deer Canyon Court      | San Diego   | CA           | 92131        |
| <b>Contact Person, Title</b> |             | <b>Phone</b> | <b>Fax</b>   |
| Ahmad Hashmi - CEO           |             | 760-672-8059 | 858-433-7215 |

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.

|                                    |   |
|------------------------------------|---|
| <b>Name</b>                        | <b>Title/Position</b>                               |
| Ahmad Hashmi                       | CEO & Sec   |
| <b>City and State of Residence</b> | <b>Employer (if different than Bidder/Proposer)</b> |
| San Diego, CA                      |   |
| <b>Interest in the transaction</b> |   |
| Company officer                    |   |

|                                    |   |
|------------------------------------|---|
| <b>Name</b>                        | <b>Title/Position</b>                               |
| Nazia Hashmi                       | CFO   |
| <b>City and State of Residence</b> | <b>Employer (if different than Bidder/Proposer)</b> |
| San Diego, CA                      |   |
| <b>Interest in the transaction</b> |   |
| Company officer                    |   |

### \* 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.

Ahmad Hashmi - CEO



5/25/2022

Print Name, Title

Signature

Date

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

**DEBARMENT AND SUSPENSION CERTIFICATION  
PRIME CONTRACTOR  
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

| EFFECT OF DEBARMENT OR SUSPENSION  |
|--|
| <p>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): <i>Bidders and contractors</i> who have been <i>debarred or suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract awards</i>, executing <i>contracts</i>, participating as a <i>subcontractor</i>, employee, agent or representative of another <i>person</i> contracting with the City.</p> |

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     |
|--------------|-----------|
| Ahmad Hashmi | CEO & Sec |
| Nazia Hashmi | CFO       |
|              |           |
|              |           |

**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.

NONE

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: A. B. Hashmi, Inc.

Certified By Ahmad Hashmi Title CEO

  
 Name \_\_\_\_\_ Date 5/25/2022  
 Signature \_\_\_\_\_

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

**DEBARMENT AND SUSPENSION CERTIFICATION  
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS  
\*TO BE COMPLETED BY BIDDER\***

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

| NAME               | TITLE          |
|--------------------|----------------|
| ALLEN SULLENBERGER | CEO - WHITECAP |
|                    |                |
|                    |                |
|                    |                |

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

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

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

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

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

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

Contractor Name: A. B. Hashmi, Inc.

Certified By Ahmad Hashmi Title CEO

Name  
  
Signature

Date 5/25/2022

**\*USE ADDITIONAL FORMS AS NECESSARY\*\***

# City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: [JEEspindola@sandiego.gov](mailto:JEEspindola@sandiego.gov)  
Phone No. (619) 533-4491

## ADDENDUM A



## FOR

## LOWER OTAY OUTLET TOWER REPAIR

BID NO.: L-22-2102-DBB-1  
SAP NO. (WBS/IO/CC): 21005173  
CLIENT DEPARTMENT: 2000  
COUNCIL DISTRICT: 8  
PROJECT TYPE: BI

---

### **BID DUE DATE:**

**1:30 PM  
MAY 25, 2022**

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

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

**A. CHANGES TO CONTRACT DOCUMENTS**

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

**B. BIDDER'S QUESTIONS**

Q1. On page 55 of the contract documents of the subject project calls for work comp insurance for work over or alongside navigable waters (Longshore & Harbor WC). This project is in a water reservoir in an area not open to navigation. Do you still want the federal Longshore and Harbor Workers Comp coverage for this project?

A1. Yes, the contractor for this project should have this insurance coverage for this project.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *May 13, 2022*  
San Diego, California

RA/AJ/na

# City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: [JEEspindola@sandiego.gov](mailto:JEEspindola@sandiego.gov)  
Phone No. (619) 533-4491

## ADDENDUM B



**FOR**

## LOWER OTAY OUTLET TOWER REPAIR

BID NO.: L-22-2102-DBB-1  
SAP NO. (WBS/IO/CC): 21005173  
CLIENT DEPARTMENT: 2000  
COUNCIL DISTRICT: 8  
PROJECT TYPE: BI

---

**BID DUE DATE:**

**1:30 PM  
MAY 25, 2022**

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

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

**A. CHANGES TO CONTRACT DOCUMENTS**

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

**B. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To Section **6, PROSECUTION AND PROGRESS OF THE WORK**, page 56 **ADD** the following:

**6-2.1 Moratoriums.** To the "WHITEBOOK", ADD the following:

3. Do not Work in the areas where there is currently a moratorium issued by the City. The Lower Otay Outlet Tower Repair is subject to the moratorium listed below:
  - a) 10 days (CWA) County Water Authorization initial shutdown from October 16, 2022 to October 25, 2022.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *May 20, 2022*  
San Diego, California

RA/AJ/ks

## Bid Results

### Bidder Details

**Vendor Name** A. B. Hashmi, Inc.  
**Address** 13066 Deer Canyon Court  
San Diego, California 92131  
United States  
**Respondee** Ahmad Hashmi  
**Respondee Title** CEO  
**Phone** 760-672-8059  
**Email** ahmad@abhashmi.com  
**Vendor Type** ELBE, DBE, CADIR, PQUAL  
**License #** 798383  
**CADIR** 1000002125

### Bid Detail

**Bid Format** Electronic  
**Submitted** 05/25/2022 12:17 PM (PDT)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 292980

### Respondee Comment

ELBE# 10AB0097

### Buyer Comment

### Attachments

| File Title                   | File Name                    | File Type   |
|------------------------------|------------------------------|---|
| PendingActionsCert.pdf       | PendingActionsCert.pdf       | CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS                   |
| MandDisclosureForm.pdf       | MandDisclosureForm.pdf       | MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM                 |
| PrimeDebarmentCert.pdf       | PrimeDebarmentCert.pdf       | PRIME - DEBARMENT AND SUSPENSION CERTIFICATION                  |
| SubSupplierDebarmentCert.pdf | SubSupplierDebarmentCert.pdf | SUB, SUPPLIERS, MANUF. - DEBARMENT AND SUSPENSION CERTIFICATION |
| BidderBond.pdf               | BidderBond.pdf               | Bid Bond  |

## Subcontractors

No Subcontractors

## Line Items

Discount Terms No Discount

| Item #          | Item Code | Type | Item Description   | UOM | QTY | Unit Price  | Line Total          | Response | Comment |
|-----------------|-----------|------|--|-----|-----|-------------|---------------------|----------|---------|
| <b>Main Bid</b> |           |      |  |     |     |             | <b>\$240,645.00</b> |          |         |
| 1               | 524126    |      | Bonds (Payment and Performance)                                | LS  | 1   | \$5,000.00  | \$5,000.00          | Yes      |         |
| 2               | 238910    |      | Site Storage and Handling of Construction and Demolition Waste | TON | 20  | \$1,000.00  | \$20,000.00         | Yes      |         |
| 3               | 238910    |      | Disposal of Construction and Demolition Waste                  | TON | 20  | \$200.00    | \$4,000.00          | Yes      |         |
| 4               | 238110    |      | Mobilization   | LS  | 1   | \$12,000.00 | \$12,000.00         | Yes      |         |
| 5               |           |      | Field Orders (EOC Type II)                                     | AL  | 1   | \$10,145.00 | \$10,145.00         | Yes      |         |
| 6               | 238990    |      | Video Recording of Existing Conditions                         | LS  | 1   | \$3,100.00  | \$3,100.00          | Yes      |         |
| 7               | 541330    |      | WPCP Development   | LS  | 1   | \$2,000.00  | \$2,000.00          | Yes      |         |
| 8               | 237310    |      | WPCP Implementation  | LS  | 1   | \$25,000.00 | \$25,000.00         | Yes      |         |
| 9               | 238110    |      | Cast-in-place Concrete and Reinforcement                       | CY  | 7   | \$7,500.00  | \$52,500.00         | Yes      |         |
| 10              | 238110    |      | Formwork and Shoring   | LS  | 1   | \$22,000.00 | \$22,000.00         | Yes      |         |
| 11              | 238910    |      | Concrete Demoliton and Removal                                 | CY  | 5.6 | \$4,000.00  | \$22,400.00         | Yes      |         |
| 12              | 238110    |      | Spall / Crack / Coring Repair                                  | SF  | 15  | \$1,600.00  | \$24,000.00         | Yes      |         |
| 13              | 332323    |      | Exterior Access Ladder Replacement                             | LS  | 1   | \$30,000.00 | \$30,000.00         | Yes      |         |
| 14              | 238390    |      | Exterior Waterproofing   | SF  | 850 | \$10.00     | \$8,500.00          | Yes      |         |

## Line Item Subtotals

| Section Title      | Line Total          |
|--------------------|---------------------|
| <b>Main Bid</b>    | <b>\$240,645.00</b> |
| <b>Grand Total</b> | <b>\$240,645.00</b> |