# **City of San Diego**

CONTRACTOR'S NAME:\_

ADDRESS:\_\_\_\_\_ TELEPHONE NO.:

FAX NO.:

CITY CONTACT: REGAN OWEN, 600 B Street Suite 800 MS 908A, San Diego, CA 92101 Email: rowen@sandiego.gov, Phone: (619) 533-5205 Fax: (619) 533-5176 CA/NB/egz

# CONTRACT DOCUMENTS FOR



# WATER GROUP JOB 928

VOLUME 1 OF 2

BID NO.:	K-12-5523-DBB-3-C-B
SAP NO.:	B-10188
CLIENT DEPARTMENT:	2112
COUNCIL DISTRICT:	3
PROJECT TYPE:	KB

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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



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The 2010 edition of the City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK") now contains the following distinct Contract Documents:

- 1) *Equal Opportunity Contracting Program Requirements* This Contract Document sets forth the standard requirements for the City's equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.
- 2) City Supplement The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction ("The GREENBOOK"), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

Certain parts of the City Supplement have been highlighted in yellow for the convenience of the users only and shall not affect the interpretation of the Contract.

To obtain The GREENBOOK contact the publisher at: <u>http://www.bnibooks.com</u>

The WHITEBOOK is available only in electronic format under Engineering Documents and References at: <u>http://www.sandiego.gov/engineering-cip/</u>

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### **REQUIRED DOCUMENTS SCHEDULE**

This table is intended to serve as a convenient tool for listing forms and documents required at different times. It is neither exhaustive nor must be considered a Contract Document by itself. Therefore, the users must review the entire Contract Documents and become familiar with the required documentation and the submittal schedule associated with each document.

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

The specified EOC forms are all available for download from the EOC Program's web site at:

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

ITEM	WHEN	BY	WHAT	
1.	BID DUE DATE/TIME	ALL BIDDERS	Proposal (Bid)	
2.	BID DUE DATE/TIME	ALL BIDDERS	Bid Bond	
3.	BID DUE DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	
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8.	BID DUE DATE/TIME	ALL BIDDERS	Form AA45 - Subcontractors Additive/Deductive Alternate	
9.	WITHIN 3 WORKING DAYS OF BID OPENING	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.	
10.	WITHIN 3 WORKING DAYS OF BID OPENING	ALL BIDDERS	SLBE-ELBE Good Faith Documentations	
11.	WITHIN 3 WORKING DAYS OF BID OPENING	ALL BIDDERS	Form AA60 – List of Work Made Available	
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.	
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report	
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: o Joint Venture Agreement o Joint Venture License	
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms – Agreement	

# **REQUIRED DOCUMENTS SCHEDULE**

ITEM	WHEN	BY	WHAT	
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond	
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21.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC20 - Monthly Employment Report	
22.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC25 - Monthly Invoicing Report	
23.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC10 - Contract Change Order (CCO)	
24.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC15 - Final Summary Report	
25.	PRIOR TO ACCEPTANCE	CONTRACTOR	Affidavit of Disposal	

### SPECIAL NOTICE SMALL LOCAL BUSINESS ENTERPRISES (SLBE) AND EMERGING LOCAL BUSINESS ENTERPRISES (ELBE) PROGRAM

- 1. **INTRODUCTION.** This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOCP Requirements included in The WHITEBOOK.
  - **1.1.** The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.

### 2. AMENDMENTS TO THE CITY'S GENERAL EOCP REQUIREMENTS.

- **III. Equal Employment Opportunity Outreach Program (A). DELETE** in its entirety and **SUBSTITUTE** with the following:
  - A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.

### 3. AMENDMENTS TO THE CITY'S EOCP SLBE-ELBE REQUIREMENTS.

# VIII. Subcontracting Efforts Review and Evaluation (2b). DELETE in its entirety and SUBSTITUTE with the following:

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 for a minimum of 10 Working Days before the Bid or Proposal due date."

# VIII. Subcontracting Efforts Review and Evaluation (3) and (4). DELETE in its entirety and SUBSTITUTE with the following:

3. Good Faith Effort Documentation Requirements

If the stated SLBE-ELBE subcontractor participation percentages are not met, the Bidder shall submit, within 3 Working Days of the Bid opening, information necessary to establish adequate good faith efforts were taken to meet the contract subcontractor participation percentages. The required documentation includes the following:

### A. ADVERTISEMENT REQUIREMENTS

Advertisements for subcontract work must comply with the following requirements:

1. Advertisements must be published at least 10 Working Days prior to bid opening. Provide the names and dates of each publication of where the advertisement was published.

Note: The advertisement is not required to be published everyday for the 10 Working Days prior to bid opening.

- 2. There must be at least 2 advertisements published, 1 advertisement in a trade publication and 1 in a focus group publication. Additional advertising for SLBE-ELBE participation may be placed in newspapers, trade papers and on the Internet. For a listing of publications accepting advertisements, please visit the City's EOC home page at <u>http://www.sandiego.gov/eoc/</u>
  - 2.1. Newspaper advertisements must be in the Bids Wanted, Legal Notices section of the Classified Ads, Subcontracting Opportunities or Business Opportunities **NOT** the Employment Opportunities Section.
- 3. Advertisements must state which items or portions of work the Bidder is requesting subcontractor pricing.
  - 3.1. It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet specified subcontracting participation percentage and at a minimum an amount of work equal to the specified subcontracting participation percentage, the Work shall include those items normally performed by the Bidder with its own forces or supplies and even items with a dollar value below 1/2 of 1% of the total Bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
- 4. Advertisements must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
- 5. Advertisements must state that assistance is available from the Bidder for SLBE-ELBE Subcontractors in obtaining necessary equipment, supplies, or materials.
- 6. Advertisements must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
- 7. Bidders MUST provide proof of publication of each advertisement by providing the publication affidavit which must include a legible copy of the entire advertisement and the original ENTIRE page of the publication in which the advertisement appears.

### B. SLBE-ELBE WRITTEN SOLICITATION REQUIREMENTS

Bidders must directly solicit SLBE-ELBE firms on the City's approved SLBE-ELBE list. Solicitations for Subcontractor or Supplier work must comply with the following requirements:

1. The solicitation must be dated and list the name of the SLBE-ELBE firm. Solicitations must be made to the SLBE-ELBE firms at least 10 Working Days prior to bid opening.

- 2. Solicitation must state which items or portions of work the Bidder is requesting subcontractor pricing.
  - 2.1. It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet the specified subcontractor participation percentage and at a minimum an amount of work equal to the subcontractor participation amount. If necessary to reach the specified subcontracting participation percentage, the Work shall include those items normally performed by the Bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total Bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
- 3. Solicitation must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
- 4. Solicitations must state that assistance is available from the Bidder for SLBE-ELBE subcontractors in obtaining necessary equipment, supplies, or materials.
- 5. Solicitations must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
- 6. Bidder must solicit **ALL** SLBE-ELBE firms on the City's approved list, who have the NAICS code for the subcontract work sought by the Contractor.
- 7. Bidders must provide copies of **ALL** solicitations with one of the following forms of verification that the solicitations were sent:
  - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
  - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
  - c) If emailed: provide copies of the email delivery confirmation sheet(s).

No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

### C. SLBE-ELBE WRITTEN SOLICITATION FOLLOW-UP REQUIREMENTS

Bidders must follow-up with all SLBE – ELBE firms that were notified of the subcontracting opportunities to determine their level of interest and commitment to bid the Project. When following up with the SLBE – ELBE firms, the Bidder must do the following:

- 1. Follow up communications must start no less than 5 Working Days prior to bid opening.
- 2. Bidders must follow up with all SLBE-ELBE firms in writing. Bidders must provide copies of **ALL** written follow up notices with one of the following forms of verification that the follow up notices were sent:
  - a) If mailed: provide copies of the metered envelopes or certified mail receipts.

- b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
- c) If emailed: provide copies of the email delivery confirmation sheet(s).

No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

- 3. Bidders must make at least 3 follow-up telephone calls to each SLBE ELBE firm at least 5 days prior to bid opening date. Bidders must submit a telephone log as identified below.
  - 3.1. Submit a telephone log, as proof of telephone call, with the following requirements: project name, name of person making the phone call, name of firm contacted, contact person's name, date of call, time of call, and details of conversation.

### D. SUBCONTRACT AWARD SUMMARY

Bidders must act in good faith with interested SLBE-ELBE firms and may only reject bids for legitimate business reasons. The Bidder must submit the following documentation:

- 1. A **DETAILED** summary sheet which includes Bid item number, scope of work, Subcontractor or Supplier name, bid amount, certification type, Subcontractor or Supplier selection and reason for selection or non-selection of all the Subcontractor or Supplier that responded.
- 2. Copies of all Subcontractor or Suppliers bids received including bids for areas of work that were not included in the outreach and quotes from both certified and non-certified Subcontractors or Suppliers. Subcontractor bid amounts **MUST** match the bid-listed dollar amounts on form AA35 and AA40 submitted with Bidders sealed bid and the summary sheet dollar amounts **MUST** also match these amounts. If the Bidder decides to self-perform a scope of work, the Bidder **MUST** submit a detailed quote to show that the Bidder's price is competitive to the price of the subcontractors that responded to outreach efforts. All dollar amounts and scopes of work on the Subcontractor or Supplier bid must not be altered by the prime Bidder. If a revision is necessary, a revised quote must be obtained and provided. All verbal quotes **MUST** be substantiated by corresponding written quote from the Subcontractor or Supplier.

### E. OUTREACH ASSISTANCE REQUIREMENTS

Written notice of subcontractor opportunities must be forwarded to local organizations or groups to assist with outreach efforts. When contacting local organizations or groups, the Bidder **must do** the following:

- Contact a minimum of 5 local organizations or groups to provide assistance in contacting, recruiting and using SLBE-ELBE firms by written notice. For a listing of organizations or groups offering assistance, please visit the City's EOC home page at <u>http://www.sandiego.gov/eoc/</u>
- 2. Written notice must indicate the date of the notice and name of the local organization or group. Written notices must be forwarded to the organizations or groups at least 10 Workings Days prior to bid opening.

- 3. Written notice must state which items or portions of work the Bidder is requesting subcontractor pricing.
  - 3.1. It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet the subcontractor participation percentage, and at a minimum an amount of work equal to the subcontractor participation amount. If necessary to reach the subcontractor participation percentage, the work should include those items normally performed by the Bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
- 4. Written notice must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
- 5. Written notice must state that assistance is available from the Bidder for SLBE-ELBE Subcontractors in obtaining necessary equipment, supplies, or materials.
- 6. Written notice must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
- 7. Bidders must provide copies of **ALL** notices with one of the following forms of verification that the notices were sent:
  - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
  - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
  - c) If emailed: provide copies of the email delivery confirmation sheet(s)..

No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

- **4. SUBCONTRACTING PARTICIPATION PERCENTAGES.** The Bidders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all certified SLBE and ELBE Subcontractors.
  - **4.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	9.3%
2.	ELBE participation	13.0%
3.	Total mandatory participation	22.3%

**4.2.** For the purpose of achieving the Mandatory Subcontractor Participation level (percentage), the City will not account for the Field Orders, Additive or Deductive, and Type II Allowance Bid Items in the calculation.

- **5. PRE-BID CONFERENCE.** A Pre-Bid Conference is scheduled for this contract as specified in the Invitation to Bids. The purpose of this meeting is to inform Bidders of the submittal requirements and provisions relative to the SLBE Program. Bidders are strongly encouraged to attend the Pre-Bid Conference to better understand the Good Faith Effort requirements of this contract.
- 6. MANDATORY CONDITIONS. Bid will be declared <u>non-responsive</u> if the Bidder fails the following mandatory conditions.
  - **6.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
  - **6.2.** Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Day of the Bid opening if the overall mandatory participation percentage is not met.
- **7. BID DISCOUNT.** This contract **is not** subject to the Bid Discount program as described in The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2).
- **8. RESOURCES.** The current list of certified SLBE-ELBE firms can be found on the EOC Department website.
- **XI. Suppliers.** Last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

For the purpose of achieving the Mandatory Subcontractor Participation level (percentage), the City will not account for the Field Orders, Additive or Deductive, and Type II Allowance Bid Items in the calculation. Type I - Allowance Bid Items are part of the Base Bid integral to the scope of work.

# CITY OF SAN DIEGO, CALIFORNIA

### INVITATION TO BIDS

 RECEIPT AND OPENING OF BIDS: Bid(s) will be received at the Public Works Contracting Group at 1200 THIRD AVENUE, SUITE 200, SAN DIEGO, CA 92101 UNTIL 2:00 PM on JULY 17, 2012 for performing work on the following project (Project):

### WATER GROUP JOB 928

**2. DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

Replacement of approximately 5,260 LF of existing 16" cast iron water main and appurtenances, including water services, fire hydrants, curb ramps, etc. This project also includes resurfacing (overlay) at the following intersections: 30th St and Mead Av, Boundary St and Madison Av, Boundary St and Mead Av.

The Work shall be performed in accordance with:

- Bid No. K-12-5523-DBB-3-C-B and Plans numbered 36444-01-D through 36444-15-D, inclusive.
- **3. ENGINEER'S ESTIMATE:** The Engineer's estimate of the most probable price for this contract is **\$2,500,000**.
- 4. LOCATION OF WORK: The location of Work is Citywide unless specified otherwise as follows:

This Project is located in Council District 3 within the GREATER NORTH PARK COMMUNITY.

- 5. CONTRACT TIME: The Contract Time for completion of the Work shall be 175 Working Days.
- 6. SUPPLEMENTAL AGREEMENTS: Supplemental agreements attached to this contract for the items of Work such as extended revegetation maintenance and monitoring and emulsion aggregate slurry shall be signed upon the request from the Engineer and prior to Acceptance. The signed agreements shall be accompanied by the evidence of separate bond (i.e., labor and materials) and insurance (i.e., Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Workers' Compensation Insurance) as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.
- 7. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

The City has determined the following licensing classification(s) for this contract:

Option	Classification(s)
1	CLASS A
2	CLASS C34

The Bidder shall satisfy the licensing requirement by meeting at least one of the listed options.

8. **PRE-BID CONFERENCE:** There will be a Pre-Bid Conference to discuss the scope of the project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group Conference Room at 1200 Third Avenue, Suite 200, San Diego, CA 92101 at 10:00 AM, on JUNE 27, 2012.

All potential bidders are encouraged to attend.

To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 236-6000 at least 5 Working Days prior to the Pre-Bid Conference to ensure availability.

- **9. CITY PROJECT MANAGER CONTACT INFORMATION:** See the cover of the Contract Documents.
- **10. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Document No.	Filed	Description
PITS0504091	05-04-09	Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition
PITS090110-1	09-01-10	City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update *
AEC1231064	12-31-06	California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006)
769023	09-11-84	Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause

### 1. STANDARD SPECIFICATIONS

NOTE: The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

### 2. STANDARD DRAWINGS

Document No.	Filed	Description	
AEC1230163	12-31-06	City of San Diego Standard Drawings*	
N/A	Varies	City Standard Drawings - Updates Approved For Use (when specified)*	
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans	

NOTE: \*Available online under Engineering Documents and References at: http://www.sandiego.gov/engineering-cip.

- **11. WAGE RATES**: Prevailing wages are not applicable to this project <u>unless specified otherwise</u> <u>on the cover page of these specifications and when included in these specifications</u>. See Funding Agency Provisions that follow this Invitation to Bid for more information.
- **12.** "**INSURANCE REQUIREMENTS:** Upon receipt of the City's Notice of Intent to Award letter, the Contractor will be asked to submit all certificates of insurance and endorsements to the City.

Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

Tony Heinrichs, Director Public Works Department

### **INSTRUCTIONS TO BIDDERS**

1. **PREQUALIFICATION OF CONTRACTORS:** The contractor(s) who intend to submit Bid or Proposal in response to this invitation to bid, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for the <u>total amount proposed</u>, <u>inclusive of all alternate bid items</u> or the specified Task Order limits prior to the date of Bid 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, will be deemed **non-responsive** and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml

The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Projects Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

- 2. CONTRACTOR REGISTRATION: Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- **3. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 4. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Invitation to 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 Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
- **5. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
- 6. SUBMITTAL OF "OR EQUAL" ITEMS: See 4-1.6, "Trade Names or Equals."
- 7. AWARD PROCESS: The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

- **8. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- **9. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group at the address listed below.
- **10. QUESTIONS:** Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to eBidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents for Minor Construction contracts).

The Director (or designee), Public Works Department is the officer responsible for opening, examining, and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Questions in these areas of responsibility (e.g., i.e. Pre-qualification, SCOPe information, bidding activities, bonds and insurance, etc. as related to this contract shall be addressed to the Contract Administration, Public Works Department, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

Questions received less than 14 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any addenda that have been issued and to include all such information in its Bid.

- **11. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 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.
- **12. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- **13. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

The entire specifications for the bid package do not need to be submitted with the bid. Bidder shall complete and submit, only, all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents" (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid.

The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

Bids and certain other specified forms and documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

14. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY): With the exception of the contracts valued \$5,000 or less, GRC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

A Bid received without the specified bid security will be rejected as being **non-responsive**.

**15. AWARD OF CONTRACT OR REJECTION OF BIDS:** This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Incomplete price schedules will be rejected as being **non-responsive**.

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

Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by P&C Department no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

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

Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Invitation to Bids.

The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

**16. BID RESULTS:** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Due to time constraints, Bid results cannot be given out over the telephone.

**17. THE CONTRACT:** 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 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working 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.

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.

For contracts that are not Design-Build, 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 10 Working 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.

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. 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.

**18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal 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.

### **19. DRUG-FREE WORKPLACE:**

a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace.
  - ii. The person's or organization's policy of maintaining a drug-free workplace.
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
  - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contractor shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Contract Specialist, Public Works Contracting Group.

### 20. AMERICANS WITH DISABILITIES ACT:

- a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.
- b) Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of the Contractor directly engaged in the performance of Work.

- c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.
  - i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
  - ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
  - iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.
- 21. CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE: This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of this contract, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor\_standards\_questionnaire.pdf.

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3224: Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

**22. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL:** The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

http://www.sandiego.gov/eoc/laborcompliance/#manual.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.

**23. PAYROLL RECORDS:** The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

- 24. APPRENTICES ON PUBLIC WORKS: The Contractor shall abide by the requirements of §§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.
- **25. EQUAL BENEFITS:** This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

"During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners."

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

### 26. PRE-AWARD ACTIVITIES:

<u>Pre-award Submittals</u> - The Apparent Low Bidder (or winner in case of Design-Build contracts) shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

# CONTRACT FORMS AGREEMENT

# **CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>KTA CONSTRUCTION, INC.</u>, herein called "Contractor" for construction of <u>WATER GROUP JOB 928</u>; Bid No. <u>K-12-5523-DBB-3-C-B</u>; in the amount of <u>ONE MILLION EIGHT HUNDRED SEVENTY THREE THOUSAND SIX HUNDRED FORTY TWO DOLLARS AND 00/100 (\$1,873,642.00</u>), which is comprised of the Base Bid plus Additive Alternate A.

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) That certain documents entitled <u>WATER GROUP JOB 928</u>, on file in the office of the City Clerk as Document No. <u>B-10188</u>, as well as all matters referenced therein.
- 2. 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 **WATER GROUP JOB 928**, Bid Number **K-12-5523-DBB-3-C-B**, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

# CONTRACT FORMS (continued) AGREEMENT

IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No.  $\mathbf{R}$  - <u>307216</u> authorizing such execution.

THE CITY OF SAN DIEGO B

Print Name: <u>Albert P. Rechany</u> Program Manager

Date:

### APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

20 By

Print Name: <u>Pedro De Lars, JY.</u> Deputy City Attorney

Date: 8/28/12

### CONTRACTOR

Bv

Print Name:

Title:\_

Date:\_\_ 27-12

City of San Diego License No.: B 199 500 7391

State Contractor's License No.: 393231

Contract Forms (Rev. June 2011) Water Group Job 928 1 6

# CONTRACT FORMS (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

<u>KTA CONSTRUCTION, INC.</u>, a corporation, as principal, and <u>THE GUARANTEE COMPANY OF NORTH AMERICA USA</u>, 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 <u>ONE</u> <u>MILLION EIGHT HUNDRED SEVENTY THREE THOUSAND SIX HUNDRED FORTY TWO</u> <u>DOLLARS AND 00/100 (\$1,873,642.00)</u> for the faithful performance of the annexed contract, and in the sum of <u>ONE MILLION EIGHT HUNDRED SEVENTY THREE THOUSAND SIX HUNDRED</u> <u>FORTY TWO DOLLARS AND 00/100 (\$1,873,642.00)</u> for the benefit of laborers and materialmen designated below.

#### **Conditions:**

If the Principal shall faithfully perform the annexed contract <u>WATER GROUP JOB 928</u>, Bid Number <u>K-12-5523-DBB-3-C-B</u>, 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. 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.

## CONTRACT FORMS (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated\_\_\_\_\_\_\_, 2012

Approved as to Form and Legality

KTA CONSTRUCTION, INC Principal By 171 IRAN Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By Deputy City Attorney

Approved: Albert P. Rechany Program Manager

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Surety By ks Attorney-in-fact SARAH MYE

1800 SUTTER STREET, SUITE 880 Local Address of Surety

CONCORD, CA 94520 Local Address (City, State) of Surety

(866) 364-6378 Local Telephone No. of Surety

Premium \$16,989.00

Bond No. 12074795

PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON THE FINAL CONTRACT PRICE.

CALIFORNIA ALL-PUI	RPOSE ACKNOWLEDGMENT
STATE OF CALIFORNIA County of <u>San Diego</u> On <b>JUL 2 5 2012</b> before me, Jennifer I	L. Cox , Notary Public,
Date Inser	t Name of Notary exactly as it appears on the official seal Name(s) of Signer(s)
JENNIFER L. COX Commission # 1915197 Notary Public - California San Diego County My Comm. Expires Dec 4, 2014	who proved to me on the basis of satisfactory evidence to be the person(\$) whose name(\$) is/\$## subscribed to the within instrument and acknowledged to me that ##/she/#### executed the same in ###/her/### authorized capacity(##\$), and that by ##/her/### signature(\$) on the instrument the person(\$), or the entity upon behalf of which the person(\$) 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.
Place Notary Seal Above	Witness my hand and official seal. Signature OMACO Signature of Notaly Public Jennifer L. Cox
Description of Attached Document	w, it may prove valuable to persons relying on the document nd reattachment of the form to another document.
Title or Type of Document:	Number of Pages:
Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s)	
Signer's Name:         ☐ Individual         ☐ Corporate Officer — Title(s):         ☐ Partner       ☐ Limited ☐ General         ✓ Attorney in Fact       RIGHT THUMBPRIN OF SIGNER         ☐ Guardian or Conservator       Of signer         ☐ Other:	Individual  Corporate Officer — Title(s):  Partner  Limited General



### THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

# **POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

# Lawrence F. McMahon, Maria Vhanneza Guise, Sarah Myers, Charlotte Aquino Alliant Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
- 2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
- 3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED 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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 18th day of January, 2011.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

the for

STATE OF MICHIGAN County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 18th day of January, 2011 before me came the Individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai IN Notary Public, State of Michigan C County of Oakland My Commission Expires February 27, 2012 Acting in Oakland County

Cynthia a. Takai

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee

Company of North America USA offices the day and year above written,

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITINESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this

day of JUL 2 5 2012,



race Juma

Randall Musselman, Secretary

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Dego	
On July 21, 002 before me, Brin Pagsdall, Astany Public	,
personally appeared Paul M. Henderson	,

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x) on the instrument the person(x), or the entity upon behalf of which the person(x) 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.	(Notary Seal)	Commission # 1931216 Notary Public - California San Diego County My Comm. Expires Apr 29, 2015
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### 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
(Additional information)
CAPACITY CLAIMED BY THE SIGNER
$\Box$ Individual (s)
□ Corporate Officer
(Title)
$\square$ Partner(s)
□ Attorney-in-Fact
$\Box$ Trustee(s)
□ Other

### INSTRUCTIONS FOR COMPLETING THIS FORM

ARIN RAGSDALE

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- 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

## **CONTRACTOR CERTIFICATION**

### DRUG-FREE WORKPLACE

### PROJECT TITLE:

#### WATER GROUP JOB 928

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 INSTRUCTION TO BIDDERS, "Drug-Free Workplace", of the project specifications, and that;

### KTA CONSTRUCTION INC.

(Name under which business is conducted)

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.

Signed L M. HEMARKED Pri Printed Name Title\_

## **CONTRACTOR CERTIFICATION**

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

### PROJECT TITLE:

### WATER GROUP JOB 928

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the INSTRUCTION TO BIDDERS, "American With Disabilities Act", of the project specifications, and that;

### **KTA CONSTRUCTION INC.**

(Name under which business is conducted)

has in place a 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.

Pric M. Heronen Signed Printed Name Title\_

# **CONTRACTOR CERTIFICATION**

### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

### PROJECT TITLE: WATER GROUP JOB 928

I declare under penalty of perjury that I am authorized to make this certification on behalf of

KTA CONSTRUCTION INC., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this $277^{t}$ Day of $304, 2012$ .
Signed
Printed Name Pruc M. Haugarson
Title
V

# AFFIDAVIT OF DISPOSAL

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

### WATER GROUP JOB 928

(Project)

as particularly described in said contract and identified as Bid No. K-12-5523-DBB-3-C-B; SAP No.
(WBS/IO/CC) <b><u>B-10188</u></b> ; and <b>WHEREAS</b> , the specifications 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	, 2	
------------	--------	-----	--

bv

Contractor

Uy

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 \_\_\_\_\_\_

known to me to be the \_\_\_\_\_\_ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

# COMPANY LETTERHEAD

# **CERTIFICATE OF COMPLIANCE**

# Materials and Workmanship Compliance

For Contract WATER GROUP JOB 928

I certify that the material listed below complies with the materials and workmanship requirements of the CalTrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for \_\_\_\_\_\_, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

### Material Description:

Manufacturer:	
Model:	
Serial Number (if applicable)	
Quantity to be supplied:	
Remarks:	
Signed by:	
Printed Name:	
Title:	
Company:	
Date:	

# City of San Diego Engineering and Capital Projects, Field Division

# NOTICE OF MATERIALS TO BE USED

То: \_\_\_\_

Resident Engineer

Date: \_\_\_\_\_, 20\_\_\_\_

You are hereby notified that the materials required for use under Contract No. <u>K-12-5523-DBB-3-C-B</u> for construction of <u>Water Group Job 928</u>, in the City of San Diego, will be obtained from sources herein designated.

CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED
		(At Source)

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

Distribution:

Supplier

Yours truly,

Signature of Supplier

Address

Phone Number ( )

### SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:

### STYLE OF SPECIFICATIONS

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for "Plain Language" to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor" and "your" as "the Contractor's." Similarly, interpret "we" and "us" as "the City" and "our" as "the City's".

### PART 1 – GENERAL PROVISIONS

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

### **Agency** – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

**Certificate of Compliance** – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**Certificate of Compliance** – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

**Contract Documents** – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bid, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City's EOCP Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bid or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk's Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.

**ADD: Limited Notice To Proceed** – A written notice given from the City to the Contractor that authorizes the Contractor to start a limited amount of work that is not Construction Work, such as finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, and any other preliminary work done prior to performing Construction Work.
Normal Working Hours - To the City Supplement, ADD the following:

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

Notice of Completion (NOC) – ADD the following:

See California Civil Code section 3093.

**Samples -** Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

# SECTION 2 - SCOPE AND CONTROL OF WORK

**2-1.2.2 Joint Venture Contractors.** To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receipt by the Bidder of Contract forms.

# 2-3.1.2 Subcontractor List. ADD the following:

For Extra Work, the Contractor shall submit Form CC10, "CONTRACT CHANGE ORDER (CCO)" with each CCO proposal. Form CC10 is available for download from the EOCP site at: <u>http://www.sandiego.gov/eoc/pdf/cc10.pdf</u>

2-3.2 Self Performance. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall perform, with its own organization, Contract work amounting to at **least 50 percent** of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

# 2-3.3 Status of Subcontractors. ADD the following:

With every request for payment, the Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under Change Order by the Contractor and the Subcontractors. The reporting format shall be approved by the Engineer.

2-3.4 Subcontract Requirements. To the City Supplement, ADD the following:

The Contractor shall ensure that all of its Subcontractors are licensed at the time of the execution of their subcontract agreements. In the event a Subcontractor is not properly licensed, the Contractor shall cease payment to Subcontractor for all work performed when the Subcontractor was improperly licensed. Any payment made by the Contractor to a Subcontractor for work performed when the Subcontractor was unlicensed shall be returned to the City.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is the Contractor's responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

**2-5.2 Precedence of Contract Documents.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**2-5.2 Precedence of Contract Documents.** DELETE in its entirety and SUBSTITUTE with the following:

If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits (i.e., issued by jurisdictional regulatory agencies)
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Contract and Agreement
- 4) Addenda
- 5) Bid (e.g., price Proposal for <u>Design-Build</u> contracts)
- 6) Request for Proposal (RFP)
- 7) Invitation to Bid
- 8) Instruction to Bidders
- 9) Request for Qualifications (RFQ)
- 10) Special Provisions (i.e., City's EOCP Requirements, City Supplement, and Supplementary Special Provisions (SSP))
- 11) Plans
- 12) Construction Documents (for <u>Design-Build</u> contracts)
- 13) Standard Drawings
- 14) Reference Specifications (e.g., GREENBOOK)
- 15) Technical Proposal (for <u>Design-Build</u> contracts)
- 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**.

Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

**2-5.3.1 General.** DELETE in its entirety and SUBSTITUTE with the following:

Submittals shall be provided as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

## 2-5.4.1 General. ADD the following:

Source Identification e.g., RFI numbers and Change Order numbers as required to identify the source of the change to the Contract Documents shall be noted.

2-5.4.2 Asset Specific Red-lines. To the City Supplement, d), ADD the following:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.

- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Plans.

### ADD the following:

h) Slurry Seal and Asphalt Overlay Red-Lines: The Contractor shall clearly record on the City provided forms in MS Excel format the actual dates and quantity of each Bid item applied to each street segment and comments regarding each segment. The Contractor shall record reasons if no work is performed.

### 2-5 PLANS AND SPECIFICATIONS. ADD the following:

To Plans, Drawing number 36444-01-D, Field Data, to "Streets requiring 9" trench cap: 30th", **DELETE** in its entirety.

### 2-6 WORK TO BE DONE. ADD the following:

In accordance with the provisions of California Law, the Contractor shall possess or require the Subcontractor(s) to possess valid appropriate license(s) for the Work being performed.

### 2-9.1 Permanent Survey Markers. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall notify the Engineer or the owner on a Private Contract, at least 7 days before starting the Work to allow for the preservation of survey markers, survey monuments, lot stakes (tagged), and benchmarks. The Engineer or the owner on a Private Contract, will, at its cost, file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb or permanently cover survey markers, survey monuments, lot stakes (tagged), or benchmarks without the consent of the Engineer or the owner on a Private Contract. The Contractor shall bear the expense of uncovering and replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by a Registered Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified in the Special Provisions.

#### 2-10 AUTHORITY OF BOARD AND ENGINEER. ADD the following:

Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the Engineer under this Agreement.

#### **2-11 INSPECTION.** ADD the following:

The City may utilize field inspectors to assist the Engineer during construction in observing performance of the Contractor. The inspector is for the purpose of assisting the Engineer and shall not be confused with an inspector with a City regulatory agency or with a Special Inspector.

Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Contract Documents.

The Contractor's quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor included in the Bid price.

**ADD: 2-17 CONTRACTOR REGISTRATION.** The Contractor, Subcontractors, and Suppliers shall register with the City's EOCP via Prism® i.e., the City's web-based contract compliance portal at: <u>https://pro.prismcompliance.com/contractor/plugins/pages/contractormenu.aspx</u>.

The Contractor shall ensure that proposed Subcontractors and Suppliers have completed the registration prior to Notice of Intent to Award. If the Contractor fails to have its Subcontractors and Suppliers registered after the NTP has been issued, the City will withhold a minimum of 10% in addition to the Retention from all invoices submitted until the Contractor and all listed Subcontractors and Suppliers are properly registered in PRISM.

## **SECTION 3 – CHANGES IN WORK**

**3-3.2.2 Basis for Establishing Costs.** To the City Supplement, item (a) Labor,  $1^{st}$  and  $2^{nd}$  paragraphs, DELETE in their entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., "PUBLIC WORKS PAYROLL REPORTING FORM" which is available at http://www.sandiego.gov/eoc/pdf/payrollreport.pdf to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

The payment for payroll records shall be included in the various Bid item unless a separate Bid item has been provided.

## **SECTION 4 - CONTROL OF MATERIALS**

**4-1.3.1 General.** To 1<sup>st</sup> paragraph, ADD the following:

Other standard items or materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Special Provisions. For a list of these items or materials, the Contractor may refer to the Contract Documents.

**4-1.5 Certificates of Compliance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**4-1.5 Certificates of Compliance.** DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

**4-1.6 Trade Names or Equals.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its list of proposed substitutions for "an equal" ("or equal") item(s) no later than 5 Working Days after the determination of the Apparent Low Bidder and on a City form when provided by the City.
- b) The request for substitution shall include the following information:
  - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
  - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
  - iii. All variations of the proposed substitute from the items originally specified will be identified.
  - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
  - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City's review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor's expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.
- f) The lack of action(s) on the Engineer's side within the Contractor's requested time shall not constitute acceptance of the substitution.
- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.

- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
- 1) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

**ADD: 4-1.11 Street Lighting And Traffic Signal Materials List.** The Contractor shall be responsible for furnishing a Notice of Materials to Be Used at the preconstruction meeting. The list of materials shall identify Bid item number for which the material is to be incorporated, category of material to be supplied, and the name and address where the material can be inspected at the source where it is produced, not the Site. The Notice of Materials to Be Used shall include the following categories of material: signal poles, signal equipment and fixtures, foundation reinforcing steel, conduit, pull boxes, and conductor or cable. The Notice of Materials to Be Used form is provided in the Contract and shall be used to provide the required material information.

Certificates of Compliance conforming to 4-1.5, "Certificate of Compliance" are required for the major construction material categories identified above. A sample Certificate of Compliance is provided in the Contract. Certificates shall be furnished, to the Engineer, before the material is brought on the Site.

The payment for the material certification process shall be included in the lump sum price for the traffic signal system or be distributed in individual bid items if no lump sum quantity is identified in the bidding documents.

# SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

**6-1.2 Commencement of Work.** To the GREENBOOK and the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Unless specified otherwise, construction shall start within 5 Working Days after NTP and be diligently prosecuted to completion within the Contract Time. The Contractor shall not start any construction activity at the Site until the Pre-construction Meeting is held and the NTP has been issued by the Engineer.

Upon the Contractor's written request, the City may delay the NTP as follows:

- a) Up to 5 Working Days from the Pre-construction Meeting, or
- b) Up to 40 Working Days from the Limited NTP for the preparation, submittal, obtaining approval for and filing of the PRDs in accordance with 801, "STORM WATER POLLUTION CONTROL," or
- c) Up to 60 Working Days from the Limited NTP for the preparation, submittal, and approval of the TCP on "D-sheets" when specified in 7-10.2, "Traffic Control."

The Contractor shall notify SDG&E at least 10 Working Days prior to excavating within 10' of SDG&E Underground High Voltage Transmission Power Lines (i.e., 69 KV and higher).

For areas that do not require engineered TCP on D-sheets, the Contractor may at any time after the Pre-construction Meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If the Contractor decides to commence the construction work before the completion of the D-sheet TCPs, the Contractor shall forfeit the 60 Working Days specified here. The D-sheet TCP shall be done concurrently and no additional time will be granted.

For paving Work, the Contractor shall coordinate the Work to facilitate the installation and protection of the new curb ramps and associated concrete work prior to commencing the asphalt overlay operations. The Work at a specific location shall not commence until all layouts and measurements are agreed upon by both the Contractor and the Engineer.

**ADD:** 6-1.8 Pre-construction Meeting. Within 20 Working Days from the Limited NTP the Engineer will schedule a mandatory pre-construction meeting (Pre-construction Meeting) with the Contractor. The agenda will include items such as NTP, design services and submittal and review process for Design-Build contracts, critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

6-2.1 Moratoriums. To the City Supplement, ADD the following:

No Work shall be allowed in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

- a) **30<sup>th</sup> Street** from **5/19/12** to **5/20/12** (inclusive).
- b) **30<sup>th</sup> Street** from **10/6/12** to **10/6/12** (inclusive).
- c) **30<sup>th</sup> Street** from **12/01/12** to **12/02/12**

**6-7 TIME OF COMPLETION.** ADD the following:

For the following streets, the total time allowed for the completion of Work shall not exceed **10** Working Days per **500'** of pipeline installation:

1. 30<sup>th</sup> Street

6-7.1 General. To the City Supplement, ADD the following:

d) If weather condition is suitable, the Contractor shall complete each street segment within 15 Working Days from the day the slurry seal or asphalt overlay is placed. Each completed segment shall include other incidental Work items e.g., weed abatement, damaged asphalt pavement replacement, asphalt patching, resurfacing, striping, markings, raised pavement markers, and inlet markers.

**ADD: 6-7.4 Project Phasing.** This project shall be constructed in accordance with the water high lining phasing shown on the Plans and in 2 phases as follows:

- 1. Phase I.
- 2. Phase II.

**ADD: 6-8.1 Completion.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.1 Completion.** The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.

**6-8.2 Acceptance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.2 Acceptance.** Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.

**6-8.3 Warranty.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.3 Warranty.** Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 3 years:
  - 1. Work under Section 500 (requires Long Term Warranty Contract (LTWC))
  - 2. DWT Construction (requires manufacturer's warranty)
  - 3. LED signal modules (requires manufacturer's warranty)
  - 4. Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
- d) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- f) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- g) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- h) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- i) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- j) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

**6-9 LIQUIDATED DAMAGES.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

MODIFY to increase the daily value from \$250 to \$1,000 for contracts with a value of over \$100,000.

#### **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

### 7-3 LIABILITY INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

The insurance provisions herein must not be construed to limit your indemnity obligations contained in this contract.

#### ADD: 7-3.1 Policies and Procedures.

- a) You must 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.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.
- d) Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- e) Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

## ADD: 7-3.2 Types of Insurance.

#### 7-3.2.1 Commercial General Liability Insurance.

- a) Commercial General Liability Insurance must 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.
- b) The policy must 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).
- c) There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- d) All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

### 7-3.2.2 Commercial Automobile Liability Insurance.

- a) You must 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").
- b) All costs of defense must be outside the limits of the policy.

**ADD:** 7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

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

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

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

## ADD: 7-3.5 Policy Endorsements.

## 7-3.5.1 Commercial General Liability Insurance.

## 7-3.5.1.1 Additional Insured.

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

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must 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 must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of the Contractor's insurance and must not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.** The policy or policies must 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 must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

# 7-3.5.2 Commercial Automobile Liability Insurance.

**7-3.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

**ADD:** 7-3.6 Deductibles and Self-Insured Retentions. You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

**ADD:** 7-3.7 Reservation of Rights. We reserve 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. We 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.

**ADD:** 7-3.8 Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

**ADD:** 7-3.9 Excess Insurance. Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

# ADD: 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

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

**7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

## 7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

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

b) Limits for this insurance must be not less than the following:

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

c) By signing and returning this contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you will comply with such provisions before commencing the Work as required by § 1861 of the California Labor Code.

**7-4.1.1 Waiver of Subrogation.** The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-8.6 Water Pollution Control. ADD the following:

- a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.
- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.
- c) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

Based on a preliminary assessment by the City, this contract is subject to WPCP.

## 7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, "CHANGES IN WORK."

**7-10.1 Traffic and Access.** To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two 2 Working Days prior to construction activities affecting the agencies:

Fire Department Dispatch	(Street or alley closure)	(858) 573-1300
Police Department Traffic	(Street or alley closure)	(858) 495-7800
Street Division/Electrical	(Traffic signals)	(619) 527-7500
U.S. Navy	(32nd Street Naval Station)	(619) 556-1319
Underground Service Alert	(Any excavation)	(800) 422-4133
MTS	(Street Closure and Bus Stops)	(619) 238-0100 Ext 6451

**7-10.2.2 ENGINEERED Traffic Control Plans Provided by the Contractor.** To the City Supplement, ADD the following:

Engineered "D" size TCP shall be required for the following areas:

a) 30<sup>TH</sup> ST between MADISON AV & HOWARD AV

**7-10.2.6 Traffic Control Signs and Notices for Resurfacing and Slurry Sealing.** To the first paragraph of the City Supplement ADD the following:

For each street segment in addition to resurfacing and slurry sealing, the Contractor shall be posted "NO PARKING" for any required preparatory work such as, but not limited to, damaged asphalt pavement replacement (mill & pave), crack seal, and tree trimming.

**7-10.6 Traffic Plate Bridging.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day shall be protected by adequately designed barricades and structural steel plates [plates] that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from authorities concerning the use of any bridging proposed on the Work.

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.
- c) For the minimum thickness of plates refer to Table 7-10.6(A):

Trench Width	Minimum Plate Thickness
10" (0.25 m)	1/2" (13 mm)
1'-11" (0.58 m)	3/4" (19 mm)
2'-7" (0.80 m)	7/8" (22 mm)
3'-5" (1.04 m)	1" (25 mm)
5'-3" (1.6 m)	1 1/4" (32 mm)

Table 7-10.6(A) - Trench Width / Minimum Plate Thickness

For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the Engineer.

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.
- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.
- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
  - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
  - ii. Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the

pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.

- h) The Contractor shall be responsible for maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the City's station 38, or a member of the public of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for the City to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. Failure by the Contractor to comply may result in automatic grounds suspension of permit, Contract, or both.
- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for traffic plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

**ADD: 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from the Contractor's action or failure to take the necessary measures to prevent such damages and injuries.

The Contractor shall be responsible for payment of any fines resulting from citations issued to the City by either the federal, state, or local environmental and safety enforcement agencies due to the Contractor's failure to abide by applicable safety, health, and environmental standards.

**ADD:** 7-21 ELECTRONIC COMMUNICATION. The Contractor shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, and transmittals to the Virtual Project Manager (VPM) website established for the Project. The Contractor shall maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule. The Contractor shall review and act on all communications addressed to the Contractor in the VPM project website. A user's guide to the VPM system is available on the City's website and will be provided to the Contractor at the preconstruction meeting. The payment for electronic communications shall be included in the various Bid items.

#### **SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

8-2 FIELD OFFICE FACILITIES. To the City Supplement, DELETE in its entirety.

## **PART 2 - CONSTRUCTION MATERIALS**

#### **SECTION 207 – PIPE**

**ADD: 207-17.2.3 Pipe Manufacturer.** Pipe, fittings, couplings, and joints as manufactured or distributed by J-M Manufacturing Company shall not be used on this contract.

**207-26.1.1 Polymer Concrete Water Meter Boxes.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Boxes and covers to be installed in traffic areas shall have a reinforced polymer concrete frame and cover designed for AASHTO H-20 traffic loading. Boxes and covers to be installed in non-traffic areas shall have reinforced polymer concrete reader lids designed for A-10 traffic loading in accordance with ASTM-C857. Traffic areas are defined as any location in which vehicular traffic is

evident or highly likely under normal conditions. Non-traffic areas are locations with no vehicular traffic. Covers shall have a logo reading "PUD WATER" as well as the manufacturer's name or logo cast in the polymer concrete surface. A cover and lid selected at random shall be tested. The cover and lid shall support without failure a total vertical load of at least 1,000 pounds, when supported in a horizontal position in the meter box. The load shall be applied to the center of the lid by a cylindrical pin, 1.952" in diameter, supported on a 2-thick rubber pad.

Unless provided for as a separate Bid item, payment for Polymer Concrete Box shall be included in the Bid item for water services.

207-26.1.5 Polyvinyl Chloride Pipe 2" Only. To the City Supplement, DELETE in its entirety.

# SECTION 216 – DETECTABLE WARNING TILES

**216-1.2 Materials.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Materials for DWT specified herein shall be per the City's Approved Materials List (AML). The tiles shall extend to the full width of the ramp (3' x 4' minimum) and shall have the manufacturer's logo stamped permanently on the product with identifying information such as model number and type.

- a) The Stainless Steel Cast in Place DWT shall be of 16 gauge Type 304L with an integral micro-texture non-slip surface stamped into the stainless steel plate on the top of the domes and in the field surface between the domes. It shall have an ultra violet stabilized coating.
- b) Vitrified Polymer Composite (VPC) Cast in Place DWT shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. VPC Product shall be provided with a 5-year manufacturer written warranty form materials and installation.
- c) For others materials and a complete listing of material physical property requirements refer to the City's AML.

# PART 3 – CONSTRUCTION METHODS

# SECTION 302 - ROADWAY SURFACING

**302-1.9 Traffic Signal Loop Detectors.** To the City Supplement, 2<sup>nd</sup> paragraph, DELETE in it entirety and SUBSTITUTE with the following:

Traffic detector loops shall be reinstalled prior to resurfacing of the related street within 15 days from completion of all preparatory work including milling, cutting and grinding. The Contractor shall contact the City of San Diego's Street Division, Traffic Signal Maintenance at 619-527-8052 north of Interstate 8 or 619-527-8053 south of Interstate 8 to request loop layout.

**302-4.1 Material.** DELETE in its entirety and SUBSTITUTE with the following:

Material shall be Rubberized Emulsion-Aggregate Slurry (REAS) in accordance with 600-3.2 "Materials."

**ADD:** 302-5.2 Pavement Restoration Adjacent to Trench. Pavement restoration adjacent to trench shall include the replacement of existing pavement adjacent to the proposed trench and outside the trench limits, that was previously broken or displaced.

Prior to the commencement of the Work, the Contractor shall meet with the Engineer and determine the limits of the pavement to be replaced. If the Contractor does not meet with the Engineer before removing the pavement, all replacement outside the limits of the proposed trench resurfacing shall be at the Contractor's expense.

Existing pavement shall be removed in accordance with Section 300-1.3.2. Prior to pavement restoration, existing subgrade shall be prepared in accordance with 301-1, "SUBGRADE PREPARATION." If any existing unsuitable subgrade as determined by the Engineer is encountered, it shall be replaced with imported backfill in accordance with 306-1.3.7, "Imported Backfill" prior to preparation.

**302-5.2.1 Measurement and Payment.** Payment for pavement restoration adjacent to trench will be made on a square foot basis as shown in the Bid in accordance with 302-6.8, "Measurement and Payment" for concrete streets or 302-5.9 "Measurement and Payment." Unless Bid includes separate Bid item(s), the following shall be included in the payment for pavement restoration adjacent to trench:

- a) saw-cutting existing edges,
- b) removal and disposal of existing pavement,
- c) subgrade preparation including imported backfill material,
- d) form work,
- e) placement, curing, and protection of new pavement, and
- f) place full depth AC per CSDSD SDG-107-Type "A".

**302-6.1 General.** To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Prior to placing concrete, existing subgrade shall be prepared in accordance with 301-1, "SUBGRADE PREPARATION."

If any existing unsuitable subgrade, as determined by the Engineer, is encountered it shall be replaced in accordance with 300-2.2, "Unsuitable Material."

To the City Supplement, 3<sup>rd</sup> paragraph, ADD the following:

For Asphalt Concrete Surface streets, use SDG-107 drawing (see contract appendix).

**302-6.8 Measurement and payment.** To the City Supplement, DELETE in its entirety.

**302-13.4 Application.** To the City Supplement, DELETE the second paragraph and SUBSTITUTE with the following:

Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or pockets of entrapped air. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee. The width of sealant remaining on the surface shall not exceed 1.5" on either side of the crack. Any debris blown onto adjacent gutters, sidewalks, parkways, medians, intersections or other areas shall be removed prior to the end of the Working Day.

**302-13.5 Payment.** Payment for Crack Sealing including weed spray, cleaning, and sealing shall be included in the Bid item for Crack Seal unit price per pound. Payment for the weight of crack seal shall be obtained from daily Certified Weighmaster Certificates. The Contractor shall also present daily Weighmaster Certificates for the amount of such material remaining unused at the completion of the work at no cost to the Agency. Payment will be determined by deducting the amount of the unused material from the total amount of material delivered.

# SECTION 303- CONCRETE AND MASONRY CONSTRUCTION

**303-5.10.2 Payment**. To the City Supplement, 2<sup>nd</sup> paragraph, DELETE in its entirety and SUBSTITUTE the following:

Additional concrete sidewalk and curb quantities *beyond the 15'-0"* will be paid for in accordance with the Contract unit price for additional curb and additional sidewalk.

### SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

**306-1.2.14 Thrust Blocks and Anchor Blocks.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

At least 10 Working Days prior to construction of thrust blocks and anchor blocks for 16" and larger water mains, the Contractor shall excavate via potholing and expose the soil to the depth of the proposed water main at locations approved by the Engineer. The Engineer will confirm the design when shown on the Plans or will provide the design details within 10 Working Days after the Engineer has observed the exposed Site.

If there are conflicts with adjacent utilities that prohibit the installation of the concrete blocks, the Contractor shall immediately notify the Engineer.

**306-1.6 Basis of Payment for Open Trench Installations.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

To the 2nd paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The unit price bid for pipe and conduit in place shall be considered full compensation for all wyes, tees, bends, monolithic catch basin connections, and specials shown on the Plans; the removal or restoration of interfering portions of existing sewers, storm drains, and existing improvements as shown on Plans; the closing or removing of abandoned conduit and structures; the excavations of the trench; the control of ground and surface waters; the preparation of subgrade; placing, joining and testing pipe; backfilling the trench; permanent resurfacing; disposal of excess excavation; temporary resurfacing when not a Bid item; and all other work necessary to install the pipe or conduit, complete in place.

To the Third paragraph, after the word "backfill" ADD: "disposal of all excess excavation,"

ADD the following:

- a) The Unit Price bid for thrust and anchor blocks shall include the payment for the thrust blocks and anchor blocks for water main 16" and larger.
- b) Thrust blocks and anchor blocks for water mains 12" and smaller shall be included in the Bid item for water mains.
- c) Payment for subsurface investigations e.g. potholing for thrust blocks and anchor blocks for water mains 16" and larger shall be included in the Bid item for water main.
- d) Payment for meter assembly shall be included in the various Bid items unless a pay item has been provided for Meter Assembly. The concrete pad, fence, gate, associated piping, and coordination with City Forces shall be included in the payment for the meter assembly.
- e) Payment for valves, fire hydrant assembly and marker, fire service assembly, fire service connection, and backflow preventer shall be included in the unit price Bid items for Valves, Fire Hydrant Assembly and Marker, Fire Service Assembly and backflow preventer, Fire Service Connection, and Backflow Preventer.
- f) Removal of existing Fire Hydrant and all appurtenant work shall be included in the Bid item for Fire Hydrant and Assembly and Marker.
- g) Payment for underdrains shall be included in the unit Bid item for "Underdrains."
- h) The quantity of filter fabric to be paid for will be measured in square yards of the area covered, not including additional fabric for overlap. The quantity of permeable material to be paid will be measured by tons.

**ADD: 306-5.1 Removal and Abandonment of Existing Water Facilities.** Existing facilities shall be abandoned unless indicated otherwise on the Plans or in the Specifications for removal. Any gate valve to be removed shall be removed entirely, together with the valve casing and cover. Any gate valve to be abandoned shall be abandoned in place by removing the cover and casing to subgrade, filling the remaining valve casing with sand, and restoring the pavement. Gate valves abandoned prior to construction, with a lid and casing found within the Project limits, shall be properly abandoned as stated above and paid for as Extra Work, as approved by the Engineer.

Any existing fire hydrant which is served by a main to be abandoned shall be abandoned, together with its services, unless otherwise shown on the detail plans. Fire hydrant services to be abandoned shall be blind flange or cut and plugged at least 12" below finished grade or below the top of curb, whichever is lower.

Where portions of the old main, services, or both are abandoned and left in place, the exposed ends of the abandoned main shall be tightly plugged with concrete and service ends shall be crimped, unless otherwise shown on the plans. Abandoned water services shall be located and shut off at the main.

Existing meter boxes previously abandoned within the Project limits shall be removed as specified here and paid for as Extra Work.

Voids resulting from abandoned or removed water services and meter boxes shall be filled with suitable material compacted to a relative compaction of 90% and concrete capped. For 16" and larger water main, the abandoned pipe shall be filled with sand or CLSM.

Salvaged material from the abandoned water mains and its appurtenances shall become the property of the Contractor at the time of its removal from the trench, unless otherwise specified or shown on the drawings. Such material shall not be allowed to accumulate along the line of work, but shall be removed from the area at the earliest practical time.

## ADD: 306-13.2 Pipe Separations.

- a) Pipe installation shall be in compliance with the State's health standards for separation.
- b) The Contractor shall notify the Engineer immediately:
  - 1. When sewer and water pipes, whether existing or proposed, are found to be closer than 4' horizontally or 1' vertically.
  - 2. When a proposed water main is installed above an existing sewer main, no connection joints shall be within 8' outside the sewer main crossing on both sides.
  - 3. When a proposed water main is installed below an existing sewer main, no connection joints shall be within 10' of the sewer main crossing on both sides.
  - 4. When a proposed sewer main is installed above an existing water main, no connection joints shall be within 10' outside the water main crossing on both sides.
  - 5. When a proposed sewer main is installed below an existing water main, no connection joints shall be within 4' outside the water main crossing on both sides.
  - 6. Dimensions shall be measured from outside pipe wall to outside pipe wall.
  - 7. When 6" vertical separation as measured from outside pipe wall to outside pipe wall between utilities other than sewer and water mains cannot be maintained.
  - 8. When a minimum 3' of cover over top of water main cannot be maintained.
  - 9. When a minimum 5' of cover on the top of water mains larger than 16" in diameter cannot be maintained.

- 10. When a minimum 4' of cover over top of recycled water main cannot be maintained.
- c) If 1' vertical separation cannot be maintained between proposed and existing utilities, 6" – 11" sand cushion per 200-1.5, "Sand" and 1" neoprene pad shall be installed as shown on Plans. The neoprene pad shall be 1" thick and wide enough to extend a minimum of 6" horizontally beyond the outside pipe wall. Neoprene pads shall have hardness between 50-70 durometers, as manufactured by Hoffmeyer Company, Industrial Rubber Supply, or approved equal. The neoprene pad shall be installed immediately below or on top of the existing utility. The sand cushion shall be placed between the neoprene pad and the proposed pipe.

**306-13.3 Utility Crossings.** To the City Supplement, DELETE in its entirety.

**ADD: 306-14 WATER SERVICES.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**ADD: 306-14 WATER SERVICES.** Each service shall have its own meter unless specified otherwise on the Plans. Water Services shall conform to 207-25, "POLYVINYL CHLORIDE (PVC) PRESSURE PIPE" and 207-26, "PIPE APPURTENANCES."

## SECTION 307 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEM

## **307-2 PAYMENT.** ADD the following:

Complete Traffic Signal Modification shall include the construction of street lighting systems; traffic signal standards; post and pedestals; luminaries; lamps; ballasts; electrical conduits and conductors; pull boxes; signal heads; pedestrian push buttons; detector hand holes; vehicle detector loops; electrical service equipment and switches; the installation of controller assembly; installation and removal of the cabinets; remove existing and replace ADA push buttons; traffic signal conduit & cable; painting, placing and removal of traffic striping & markings; installation of traffic signs; and traffic control. Complete Traffic Signal Modification will be paid for under the Allowance Bid Item for Complete Traffic Signal Modification. Complete Traffic Signal Modification is categorized as a Type I Allowance. Refer to Sheet No. 36444-04-D of the Plans, intersection of Meade Avenue and 30<sup>th</sup> Street for the signal modification work.

## SECTION 600-MODIFIED ASPHALT, PAVEMENTS AND PROCESSES

#### 600-3.5 Field Sampling. ADD the following:

If the results of the aggregate grading, the sand equivalent, or both do not meet the requirements specified, the slurry represented by such tests shall be removed. If requested in writing by the Contractor and approved by the Engineer, the slurry may remain in place and the Contractor shall agree the payment for the RPME will be reduced by 15% of the Bid item for each failed test.

**600-3.7 Measurement and** Payment. To the Greenbook and City Supplement, DELETE in its entirety and SUBSTITUE with:

The pay quantity for REAS shall be per the square foot and shall include surface preparation,

removals, sweeping, aggregate required in the mix design, pavement markers and striping in

accordance with 312-4, "Measurement and Payment" and 310-5.6.10, "Measurement and Payment."

Payment reduction for noncompliance shall conform to 302-4.6.1 and 302-4.6.2.

### PART 7 – WATER WORKS

### SECTION 700 – WORK INVOLVING THE CITY FORCES

To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

### 700-1 CITY FORCE WORK.

#### 700-1.1 General.

- a) This subsection covers items of Work that involve coordination with and the services provided by the City Forces. The Contractor shall provide those services that are typically provided by the City Forces, in accordance with the applicable Specifications, here if:
  - 1. additive alternates are awarded, or
  - 2. those services are shown on the Plans or in the Bridging Documents.
- b) The City Forces or the Contractor will be responsible for providing the residents with water service, by means of high-lining (i.e., temporary above ground supply lines), during construction as shown on the Plans.
- c) Only City Forces will isolate the water system, and perform all shutdowns by closing valves on water mains. Trial shutdowns will be performed by the City at all shutdown locations.
- d) The City's Public Utilities Department, (619) 527-7423, shall be notified by the Contractor 20 Working Days prior to beginning of Work that involves high-lining, cutting and plugging of, or making connection to the exiting water mains. The beginning of the Work shall be scheduled at the pre-construction meeting. The City is responsible for cost of the City Forces work. The Engineer will coordinate all interactions between the Contractor and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations.
- e) The Work shall be done in accordance with the applicable AWWA standards and State Department of Public Health codes.
- f) The Contractor shall reconnect existing fire services and fire hydrants, after the acceptance of the new water main. The Contractor shall re-energize fire services and shall coordinate the Work with the property owner(s). The Contractor shall reconnect water services to the meters.

#### 700-1.2 High-lining.

#### 700-1.2.1 High-lining by the City Forces.

**700-1.2.1.1 Furnishing Materials. If required in the Contract Documents and a separate Bid item is provided** for Contractor furnished materials for City Force's highline work, the Contractor shall furnish the necessary materials for the City Forces' highline work as shown on the Plans to the City. The Contractor shall coordinate closely with the City Forces for the delivery of materials. The delivery location for furnished materials shall be determined by the City Forces. No materials shall be delivered to the City until the City Forces are ready to construct their work. Unless otherwise specified in the Contract Documents, the City will retain the high-lining materials at the end of construction if the City performs the high-lining.

**700-1.2.1.2 High-Lining Removed by the Contractor.** If the City Forces are not available to remove the high-lining materials, the Engineer will direct the Contractor to pickup and deliver all the City high-lining materials to Water Operations Division at: Chollas Station, 2797 Caminito Chollas, San Diego, CA 92105.

The City's Water Utilities coordinator, (619) 527-7423, shall be contacted by the Contractor 5 Working Days before delivery of the high-lining material. After removal of high-lining materials, the Contractor shall repair all trenches created for the installation of the high-line and remove all excess temporary resurfacing materials. No high-lining materials shall be removed until the City Forces have disconnected the high-line from the water system.

**700-1.2.1.3 Payment.** The payment for the furnished material for the City Force high-line work shall cover materials (i.e., fittings, valves, and hardware) including delivery and unloading. The Contractor will be paid under the Bid item for "Contractor Furnished Materials for the City Forces High-line Work."

If the Contractor requests the City Forces to high-line in excess of what is shown on the Plans, those costs for high-lining will be borne by the Contractor and billed to the Contractor. Costs will be billed at the current hourly rates (loaded) according to the schedule available for the Public Utilities Department.

If high-lining by Contractor is awarded under "Additive Alternate," payment for high-lining removed by Contractor shall be included in the unit price bid for "High-lining by the Contractor". Otherwise, if the City Forces install the high-line system and the Contractor is requested to remove the highlining and deliver at the City designated location, payment shall be in accordance with the unit price bid for "High-lining Removed by Contractor" in the base Bid.

**700-1.2.2 High-lining by the Contractor.** When required, the Contractor shall bypass sections of the existing water main line with a temporary above-ground supply line (high-line) as shown on the Plans and in phases shown on the Schedule.

- a) The Contractor shall furnish all high-line materials.
- b) The Contractor shall provide the Engineer a schedule for the high-line work at least 20 working days prior to work required by the City Forces (e.g., connections or disconnects).
- c) Contractor shall phase the Project such that all structures in the area are within 1,000 feet of an active fire hydrant, measured using streets, private roads, or other routes driven by emergency vehicles. Phases are required so that the high-line provides sufficient water pressure to affected properties.
- d) The Work includes shutoff valves at intersections to isolate sections of the high-line if there is a leak or break to minimize the water service shutdowns.
- e) The high-line system shall have a dual feed and provide continuous full service to connected water services until the new water main line is installed and in operation. The Work shall be coordinated, scheduled, and performed to minimize disruption of water services during installation and removal of the high-line system.
- f) The Contractor shall flush, disinfect, and leak test the high-line in accordance with the applicable codes and regulations prior to connection work beginning.
- g) The Contractor will perform connections to high-lining system and disconnects to meters and fire hydrants, after the City has verified the high-lining system has passed bacteriological testing.

Bacteriological sampling and testing will be performed by the City Water Quality Laboratory.

- h) The Contractor shall ensure proper installation, pressure control, or operation of the highline to avoid damage to water users' property and related public health and safety issues.
- i) The Contractor shall transfer the new fire services and water services to the meter after the new mains have been accepted. While making the transfers the Contractor shall, once service is interrupted, diligently pursue the required work until service has been fully restored.

j) The Contactor shall notify the Engineer 5 Working Days prior to any work that will affect water service. The Contractor shall prepare and distribute, after approval by the City, written notification 3 Working Days prior to starting Work on any water main that will affect service. This notification shall be delivered door-to-door to water users in the affected area. A copy shall be delivered to the Engineer on the date of user notification.

For each service connection, the Contractor shall also notify the customer immediately prior to beginning work which will interrupt service and will again notify the customer immediately after the service is restored.

The Contractor shall notify all consumers with fire services 20 Working Days in advance of any shutdown.

- k) The Contractor shall dismantle and remove the high-line system from the Site, and restore streets, gutters, fire hydrants, and other disturbed facilities and surface improvements within 5 Working Days from the time the reconnections are completed.
- Parallel mains, fire services and water services which are not high-lined shall be connected to the meter by the Contractor only after the adjacent sections of the new main have been fully constructed, hydrostatic and chlorine residual tested, and certified acceptable by the Public Utilities Department.
- m) Cleanliness of the main shall not be compromised; otherwise, the Engineer will decide whether re-disinfection is required at the Contractor's expense.

Services shall be thoroughly flushed by the Contractor prior to restoration of water supply to customer's premises.

**700-1.2.2.1 Reference Specifications, Codes, and Standards.** Reference specifications, codes, and standards shall be the latest unless a specific code issue date, edition, or adoption date is specified.

- a) The Work shall be in accordance with the applicable parts of the following codes and safety regulations:
  - i. Uniform Fire Code.
  - ii. Uniform Mechanical Code.
  - iii. Uniform Plumbing Code.
  - iv. City of San Diego Water and Municipal Sewer Approved Materials List, where applicable.
  - v. State Department of Public Health (previously known as DHS), Office of Drinking Water publication titled, "Approved for Service Isolation in California Public Water Systems."
  - vi. Applicable the City, local, state, and federal codes and regulations.
- b) The Work shall be in accordance with the following commercial and industrial standards:
  - i. ANSI/AWWA C606 Grooved and Shouldered Pipe Joints.
  - ii. ASTM A53 Specification for Pipe, Steel, Black and Hot-Dipped Zinc Coated, Welded and Seamless.
  - iii. ASTM A123 Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
  - iv. ASTM A153 Standard Specification for Zinc Coating (Hot-Dipped) on Iron and Steel Hardware.

- v. ASTM A307 Specification for Carbon Steel Bolts and Studs, 6,000 PSI Tensile Strength.
- vi. ASTM A395 & 536 Specification for Snap-Joint Coupling grade 65 45-15 and grade 64-45-12 coating orange enamel.
- vii. AWWA C511 Standard for Reduced Pressure Principle Backflow Prevention Assembly.

viii. AWWA C651 - Disinfecting Water Mains.

**700-1.2.2.2 Submittals.** Prior to the start of the Work, the Contractor shall submit the following in accordance with 2-5.3, "Submittals:"

- a) Itemized list of high-lining materials to be used, including information on:
  - i. which parts are new and which have been used before and,
  - ii. verification that used parts have only been used to convey potable water.
- b) Catalog data for all high-lining materials and components required.
- c) High-line system installation and detail drawings (i.e., shop and working drawings) prior to ordering or purchasing material.
- d) High-lining schedule prior to ordering or purchasing material of any part of the high-lining system.
- e) Traffic control drawings to Traffic Control Section and shall obtain a permit a minimum of 2 Working Days (5 Working Days when the work affects a traffic signal) prior to ordering or purchasing material of each phase of the high-lining system.

**700-1.2.2.3 Quality Assurance.** The high-lining system shall be flushed, tested for leaks, and disinfected in accordance with 700-1.2.2.7, "Start-Up Procedures" and shall pass the specified bacteriological tests prior to connection.

**700-1.2.2.4 Materials.** Materials may have been used previously, but shall be in good working condition, free of defect, and have only been used to covey potable water. The Contractor shall procure pipe, fittings, adapters, materials, and components required for a complete and operable high-lining system installation. Products and materials shall be suitable for the intended purpose and recommended by the manufacturer for the application intended. Hoses shall be used only at corners and curves and for connections to user's service meter(s).

- a) Pipe. Pipes shall be fabricated largely in sections of 2" Galvanized steel pipe and conform to the following:
  - i. ASTM A53 or other equal ASTM galvanized pipe standard.
  - ii. Minimum wall thickness shall be Schedule 40 (0.154").
  - iii. Pipe ends shall be machine cut or rolled for grooved couplings and fittings in compliance with ANSI/AWWA C606.
  - iv. Fittings and Couplings.
- b) Fittings and Couplings. Fittings shall be ductile iron. Fittings and couplings, including tees, wyes, elbows, , reducers, caps, plugs, and adapters, shall have standard flexible grooved mechanical joint connections in compliance with ANSI/AWWA C 606. Minimum pressure rating shall be 200 psig.
  - i. Housing material shall be ductile iron coated with the manufacturer's standard painting system. Coupling gasket material shall be standard Ethylene-Polypropylene Diene Monomer (EPDM) rubber.
  - ii. Couplings shall be Victaulic Style 78 or approved equal.

- iii. The branch outlet of reducing tees shall be 1" male pipe thread. Connections of standard tees shall be grooved.
- iv. Grooved elbows with 11<sup>1</sup>/<sub>4</sub>, 22<sup>1</sup>/<sub>2</sub>, 45 and 90-degree bend angles will be required to configure the high-line piping system to existing bends and contours at the Site.
- v. Manufacturers: Victaulic, Mech-Line, or approved equal.
- c) Meter connections.
  - i. For meters up to 1" size, the connections shall be 90-degree, long radius, brass elbow couplings with a swivel meter nut on one end and male pipe threads on the other.
    - A. The swivel meter nut shall be sized to fit the specific meter. The male pipe thread end shall be fitted with a galvanized steel "Chicago" two (2)-lug, quarter-turn, quick disconnect hose fitting-to-female pipe thread fitting.
    - B. Manufacturers: James Jones Co., Ford Meter Box Co., Inc., or approved equal.
  - ii. For meters larger than 1", the connections shall be elbows with a 2-bolt Class 125 flange on one end and female pipe threads on the other.
    - A. The flange shall be sized to fit the specific meter. The female pipe thread end shall be fitted with a short pipe thread to grooved connection adapter nipple.
    - B. Alternately, the assembly can be a 2-bolt Class 125 flange-to-male pipe thread fitting, a threaded pipe elbow, and a short pipe thread-to-grooved connection adapter nipple.
    - C. Manufacturers: James Jones Co., Ford Meter Box Co., Inc., or approved equal.
    - D. Bushings, reducers, and adapters. The City Forces will be responsible for all fitup and connections in the system. The Contractor shall provide all bushings, reducers, and adapters required to connect the high-line system to the existing fire hydrants, meters, and other facilities at the Site. Bushings, reducers, and adapters shall be provided at no additional cost to the City.
    - E. Pipe-to-hose adapters. For 1" hoses, the adapter shall be a 1", galvanized steel, "Chicago" 2-lug, quarter-turn, quick disconnect hose-to-female pipe thread fitting.
    - F. Fire hydrant-to-pipe connectors, the actual connection to the live fire hydrant shall be a brass or bronze 1.5" female fire hydrant thread to 2" male pipe thread fitting.
- d) Bolts and Fasteners. Bolts and fasteners, including bolts, nuts, and washers, shall meet the minimum requirements of ASTM A 307, and shall be hot dipped galvanized according to ASTM A 153. Bolts shall be installed with nuts face down.
- e) Valves.
  - i. Pipe shutoff valves shall be 2", lever handle, two-position, manual butterfly valves with grooved mechanical connections in compliance with ASTM C 606. Minimum pressure rating shall be 200 psig.
    - A. Housing material shall be ductile iron coated with the manufacturer's standard painting system. Seal material shall be standard EPDM rubber.
    - B. Manufacturers: Victaulic, Mech-Line, or approved equal.
  - ii. Curb stop valves shall be bronze full-port ball valves without handles.
    - A. Seats shall be molded Buna-N rubber or other approved material. The ball shall be Teflon-coated brass or bronze. Approved plastic ball materials will be considered as substitutes.

- B. Size shall be 1-inch with female pipe thread connections. Other sizes and end connections may be required to accommodate specific user connections.
- C. Manufacturers: James Jones Co., Ford Meter Box Co., Inc., A. Y. McDonald Mfg. Co., or approved equal.
- f) Hoses.
  - i. User connection (Service Meters).

For meters up to 1", the hose shall be a 1" standard general service air compressor hose with EPDM cover and 300 WP rating. End connections shall be galvanized steel, "Chicago" 2-lug, quarter-turn, quick disconnect fittings banded to the hose.

Manufacturer: Thermoid, or approved equal.

ii. Curves and curbs.

Hose shall be 2" standard general service air compressor hose with EPDM cover and 300 WP rating. End connections shall be galvanized steel grooved mechanical end fittings in compliance with ASTM C606 banded to the hose.

Manufacturer: Thermoid, or approved equal.

- g) Check Valves.
  - i. Check valves shall be swing check type with grooved mechanical connections in compliance with ASTM C606. Minimum pressure rating shall be 200 psig.
  - ii. Housing material shall be ductile iron coated with the manufacturer's standard painting system. Seal material shall be standard EPDM rubber.
  - iii. Manufacturers: Victaulic, Mech-Line, or approved equal.
- h) Backflow Preventers.
  - i. Shall meet the requirements of AWWA C511.
  - ii. Manufacturer and model shall be approved by Department of Public Health (previously known as DHS).
- i) Pressure Regulators.
  - i. If required, the Contractor shall provide 2" pipe size of bronze or ductile iron construction. Materials, coatings, seals, diaphragms, and trim shall be approved for potable water service. Connections shall be pipe threaded union couplings.
  - ii. Pressure ratings and regulation ranges shall be approved for the pressure zones involved.

iii. Manufacturer: Braukmann or approved equal.

- j) Temporary Asphalt (Coldmix). Temporary asphalt shall be provided by the Contractor on a unit price basis.
- k) Pipe Supports.
  - i. Shall be adjustable type and fabricated from galvanized carbon steel.
  - ii. Manufacturers: Grinnell, Tolco, or approved equal.

### 700-1.2.2.5 Construction.

a) Authorization. The Contractor shall not order/purchase material of any part of the highlining system without an approved submittal and written authorization by the Engineer.

- b) Workmanship.
  - i. Contractor workmanship shall meet the accepted standards of the trades involved.
  - ii. High-lining system shall be installed and maintained such that it is neat, orderly, and leak-free, and shall be arranged to minimize interference with or present a hazard to normal usage of streets, sidewalks, driveways, and other affected facilities.
  - iii. High-lining system shall be installed in such a manner that it does not cause flooding to the surrounding area.
  - iv. Excess materials and debris shall be removed from the Site by the end of the Working Day on which they are generated.
- c) Water Users Notification. The Contractor shall coordinate the Work to minimize the duration of water shutdowns and outages.
- d) Emergency Telephone.
  - i. The 24-hour Emergency Services telephone number which shall be listed in user notifications, imprinted on safety barricades, and posted in the Work area shall be the Contractor's emergency number.
  - ii. On receipt of notification of a problem in the work area, the Contractor shall immediately notify the Engineer and Water Operations Division (City Forces). In case of emergency e.g., life threat, the Contractor shall contact Emergency Services.
- e) Repair and Maintenance.
  - i. The Contractor shall maintain the temporary asphalt ("coldmix") protective ramps for the duration of the high-line installation. Coldmix damage discovered or reported shall be repaired that same day by the Contractor.
  - ii. The Contractor shall repair and maintain the high-line system during Normal Working Hours.
  - iii. The Contractor shall provide replacement parts needed for highline repairs. Leaks or damage shall be repaired within one hour of discovery or reporting. These repair criteria shall apply to leaks or damage arising for any reason, including vandalism and damage by Contractor personnel, equipment, or work activities.
  - iv. If the repair involves any disassembly of the system, the Contractor shall disinfect and flush the affected components according to AWWA C651. This will be done in the presence of the City Public Utilities Department, Water Operations Division employee familiar with the water system.
  - v. Repair work shall be inspected and approved by the Engineer and the City Public Utilities Department, Water Operations employee familiar with the water system. At the sole discretion of the Engineer, the Contractor shall be billed separately for non-responsive or otherwise unacceptable repair and maintenance work that the City must do to restore any service.
- f) Problem Reporting. High-line system problems discovered or reported and corrective actions taken shall be documented in the Contractor's daily log and reported to the Engineer within 24 hours of the discovery or report.
- g) Traffic Control. The Contractor shall provide traffic control for all high-line work.
- h) Schedules and Timing.

- i. The time required to furnish and install the high-lining system as a whole or in accordance with phases, shall be included in the Contract Time. The high-lining schedule shall be submitted to the Engineer for review and approval in accordance with 2-5.3, "Submittals."
- ii. The Contractor shall coordinate high-lining operations such that the Project's Schedule is not affected or delayed
- i) Installation of High-line Piping System.
  - i. The high-line piping system shall be installed in accordance with the approved schedule.
  - ii. Piping phases shall be installed in loop systems, with a fire hydrant connection to the water supply at each end.
  - iii. The high-line piping system shall be inspected and approved by the City Public Utilities Department, Operations Division familiar with the water system via the Engineer prior to the City Forces charging the system with potable water or connecting to any user service line.
  - iv. The high-line piping shall be installed along both sides of streets to supply water service connections to water meters. Meter service connection shall not be routed across a roadway, driveway, or other area subject to vehicular traffic.
  - v. Shutoff valves shall be installed at each fire hydrant connection, along the piping runs at the check valve, on either side of high-line tee fittings for user connections to all meters and at the ends of cul-de-sac blind runs to permit flushing. The lever handles shall be removed from the valves to prevent unauthorized operation.
  - vi. The 2-bolt grooved couplings shall be installed with the bolts oriented as shown on Figure 5, Typical Curb Piping Runs. This orientation permits the pipe to be laid closer to the curb and is less susceptible to damage by auto traffic. To prevent damage to auto tires, coupling bolts shall not extend beyond the thickness of the nut when installed and tightened.
- j) Fire Hydrant Connection.
  - i. The fire hydrant connection shall be laid as shown in the Standard Drawings **or details included in the Contract Documents** for Fire Hydrant High-lining Connection. The Contractor shall make the final connection to the fire hydrant system.
  - ii. The Contractor shall use elbows of different bend angles as required to align the connection fittings parallel to the sidewalk or curb.
  - iii. In situations where the fire hydrant is located such that piping must cross a sidewalk, piping shall be routed under the sidewalk surface in a 6" wide x 6" deep saw cut trench by the Contractor. The trench backfill and temporary asphalt surface shall be tamped and compacted to provide a smooth, safe surface for the duration of the high-lining by the Contractor. Routing the pipe above the sidewalk shall not be permitted.
- k) User Connection (Service Meters).
  - i. The Contractor shall furnish and install all material and labor as specified; the Contractor shall connect the water services to the system, see Standard Drawings or the **details included in the Contract Documents** for Residential User High-lining Connection.
  - ii. Connection to meters sized up to 1-inch shall be as shown in or the **details included** in the Contract Documents for Residential User High-lining Connection.

- iii. Connection to meters 1<sup>1</sup>/<sub>2</sub>" and larger shall be made with 2" galvanized steel pipe with grooved connections.
- iv. A shutoff valve in the user connection line shall be provided at the high-line tee fitting.
- v. Meters 1<sup>1</sup>/<sub>2</sub>" and larger typically have 2-bolt flanged connections. Provide adapters as required to connect to specific meters.
- vi. Sidewalk crossings may be routed above ground and ramped with temporary asphalt (coldmix), see Standard Drawings or the **details included in the Contract Documents** for Driveway High-lining Crossing or Curb Ramp High-lining Crossing, Typical Driveway or Handicapped Access Crossing, and as required elsewhere in this subsection.
- vii. Field cut, groove, and fit 2" galvanized steel pipe, as required to make user connections. Sections of the high-line piping shall be cut such that service tees are as close as possible to the user meters and service connection hose or piping length is minimized.
- viii. Provide barricades and cones as required by the approved Traffic Control Plan, at service tees and meters, and as required to ensure public safety.
- 1) Roadway Crossing and Trenching.
  - i. Portions of the high-line system should be trenched and buried by the Contractor to avoid interference with roadways.
  - ii. Wherever piping is required to cross a roadway, piping shall be routed below the roadway surface in a 6" wide x 6" deep (approximate dimensions) saw cut trench. Routing the pipe above the roadway shall not be permitted. The trench backfill and temporary asphalt surface shall be tamped and compacted to provide a smooth, safe surface for the duration of the high-lining.
- m) Vehicle Driveway or Curb Ramp Crossing.

Wherever the high-line piping crosses a vehicle driveway or curb ramp crossing, the piping shall be provided with temporary asphalt crossing ramps as shown in the Standard Drawings or the **details included in the Contract Documents** for Typical Driveway or Curb Ramp Crossing. The temporary asphalt crossing ramps shall be tamped and compacted to provide a smooth, safe surface for the duration of the high-lining. The temporary asphalt crossing ramps shall be constructed such that they do not interfere with normal storm water or other drainage flows. They shall not divert drainage flows either into the street or onto adjacent properties. Where required to achieve proper drainage, sections of galvanized steel piping shall be installed in the crossing ramp parallel to the high-line piping to allow for drainage past the crossing ramp. Crossing ramp installations shall be inspected and approved by the Engineer.

- n) Corners and Curves.
  - i. Routing the high-lining system around corners and curves shall typically be accomplished by use of 2" hose.
  - ii. A 2" shutoff valve shall be installed at each end of the curve.
  - iii. Portions of corners and curves with driveways or curb ramps shall be crossed with galvanized steel pipe as shown on the Standard Drawings or the details included in the Contract Documents for Driveway or Curb Ramp High-lining Crossing. Use of hose shall not be permitted at these crossings.
  - iv. Corners and curves with bend radii too short to be accommodated by hose shall be routed with short sections of galvanized steel pipe and grooved elbows of different bend angles. Pipe shall be cut, grooved, and fitted in the field as required.

v. Portions of the piping and fittings extending 12" or more from the curb shall be protected with temporary asphalt covering of not less than 1 inch thickness above the pipe and fittings. The temporary asphalt covering shall be sloped over the pipe and tamped in place to provide a durable surface.

### 700-1.2.2.7 Start-up Procedures.

- a) System leak test. The Contractor shall:
  - i. Charge the system with available water pressure, bleed the system of air, and verify that the entire system is filled.
  - ii. Visually inspect the system for leaks and repair any leaks discovered. The system will not be accepted by the Engineer until all leaks are repaired.
- b) Flushing, disinfection, and bacteriological testing of high-line mains.
  - i. The Contractor shall not use the high-lining system to fill and flush any main or piping.
  - ii. After the high-line system is fully assembled but not hooked-up to the consumer meters, the Contractor shall flush the piping with potable water from a commercial metered source until the effluent is clear and free of dirt and debris. The Contractor shall designate the disposal of flushing water via approved methods.
  - iii. The Contractor shall disinfect the high-lining piping according to AWWA C651 and 306-1.4.7, "Disinfection."
  - iv. The transport, storage, and handling of disinfection materials shall be in accordance with the CFR 1910.120, Hazardous Waste Operations and Emergency Response, CFR 49.12 Hazardous Materials Regulations, and the General Industry Safety Orders of the California Code of Regulations, Title 8, Section 5194.
  - v. Pipeline disinfection shall be accomplished with calcium hypochlorite tablets. Short pipe sections, valves, fittings, and similar small portions of the system shall be disinfected with a solution of sodium hypochlorite.
  - vi. The Contractor shall notify the Engineer 5 Working Days in advance of the date that the high-line system will disinfected and ready for bacteriological testing.
  - vii. The City Water Quality Laboratory will collect samples from three points in the highlining piping. Two points shall be from taps near the fire hydrant connections at each end, and one from a tap near the center of the piping.
  - viii. The City Water Quality Laboratory shall perform bacteriological testing in accordance with AWWA C651 and the City standards.
  - ix. The high-line system shall not be accepted until two consecutive sets of acceptable samples collected 24 hours apart pass tests administered by the City Water Quality Laboratory, and until written notice of acceptance is issued by the Engineer. The City Water Quality Laboratory shall be the sole judge as to whether or not the test samples meet or exceed the established test criteria.
  - x. In the event that the high-line piping system fails to pass the required bacteriological testing, the Contractor shall re-flush and re-disinfect the lines at no additional cost to the City. Disposal of chlorinated water shall be in accordance with the City standards and regulations. Indiscriminate disposal of chlorinated water shall not be permitted.

- xi. On acceptance of bacteriological testing, the Contractor shall drain and flush the highline piping system according to AWWA C651 and the City standards. Disposal of chlorinated water shall be in accordance with the City standards and regulations. Indiscriminate disposal of chlorinated water will not be permitted.
- c) Restoration of Normal Service.
  - i. Flushing of the New Main Line. The Contractor shall not flush the new main line with water from the high-line system.
  - ii. User Hook-up to the New Main Line.
    - A. Restoration of user service to the new water main line shall be done only after installation, disinfection, and bacteriological testing of the new water main line is verified by the City, and user connection lines are completed.
    - B. Transfer of the water service from the high-line to the new water main line shall be performed by the Contractor.

### 700-1.2.2.8 Disassembly of High-line System.

- a) After restoration of normal service to water users, the Contractor shall disconnect high-lining from all services and breakdown and fully disassembles the high-line system and removes all high-line construction materials and debris from the area by the end of the Working Day.
- b) The Contractor shall remove all high-lining construction material and debris, and shall restore streets, curbs, gutters, sidewalks, fire hydrants, and other disturbed facilities in accordance with 7-9, "Protection and Restoration of Existing Improvements." Street resurfacing shall be restored in accordance with 302-6, "Portland Cement Concrete Pavement" and City of San Diego Standard Drawings.
- c) High-Lining Materials. High-lining materials shall become the Contractor's property.

**700-1.2.2.9 Figures.** The Contractor shall refer to the high-lining details **provided in the Contract Documents as appendix** or included as Standard Drawings.

**ADD: 700-1.2.2.10 Payments.** The Bid item provided for high-lining Work shall cover the Work described in 700-1.2.2, "High-lining by the Contractor" and include the following:

The lump sum bid item for "High-lining by the Contractor" shall be full compensation for furnishing all materials necessary to install the high-lining system, for installing the high-lining system complete and dismantling it after the restoration of normal service to water users, for connections including water services, restoration of the surface improvements, and maintaining and repairing the high-lining system during construction.

**700-1.3 Connections to the Existing System.** The City Forces will be responsible for making connections and cut-ins to the existing mains as part of the base Bid

**700-1.3.1 Connection by the City Forces.** The Contractor shall provide the following information about the main prior to connections:

- a) condition of pipes and valves,
- b) type of fitting and joint to which connection is to be made (i.e., construction), and
- c) alignment, elevation, and location of the water main and any fittings.

**700-1.3.1.1** Connection by the City Forces When the City Forces Cut and Plug the Existing Main. The City Forces will isolate existing water main to be replaced by the Contractor. The City forces will mark location, elevation, and approximate grade of existing main on street pavement and record this information for future use. The Contractor shall consult and cooperate with the City Forces' supervisor to ensure that the information is understood and used correctly. Within the last 10' to be installed by the Contractor, the Contractor shall install bends, concrete thrust blocks, short lengths of pipe, and other appurtenances necessary to put the new installation on line and grade with the existing pipe.

**700-1.3.1.2** Connection by the City Forces When the City Forces Do Not Cut and Plug the Existing Main. The Contractor shall expose the existing water main where the Work ends. The Contractor shall be responsible for determining the elevations of existing water mains and fittings. The new water main shall be at the same grade and parallel alignment as the existing main and shall be no farther away than 1' from the existing water main. At the option of the Contractor, one or two bends or pulled joints may be used to accomplish this condition.

**700-1.3.1.3 Furnishing Materials.** If required in the Contract Documents, the Contractor shall furnish the necessary materials for the City Forces' connection and cut-in work as shown on the Plans to the City. The Contractor shall coordinate closely with the City Forces for the delivery of materials. The delivery location for furnished materials shall be determined by the City Forces. No materials shall be delivered to the City until the City Forces are ready to construct the work, unless otherwise specified, in writing, by the City.

**700-1.3.1.4 Pavement Restoration for the City Forces Final Connection.** Within 10 days following the completion of the City Forces final connection work in the Project areas, the Contractor shall remove all temporary resurfacing, saw cut trench area, compact sub-grade and restore affected area with permanent resurfacing in accordance with 302-6, "Portland Cement Concrete Pavement" and City of San Diego Standard Drawings.

**700-1.3.1.5 Payment.** The payment for the furnished material for the City Force connection and cutin work shall cover materials (i.e., fittings, valves, and hardware) including delivery and unloading. The Contractor will be paid under the lump sum Bid item for "Contractor Furnished Materials for City Forces Connection and Cut-in Work for Mains 16-inch and Larger."

Traffic control, saw cutting the trench area, trench cap, and other spot repairs in the vicinity of disturbed area at each restored connection shall be included in the Bid item for Pavement Restoration for the City Forces Final Connection. Asphalt Overlay and Slurry Seal will be paid under separate Bid items.

**700-1.3.2** Connections to the Existing System by Contractor. If required in the Contract Documents, the Contractor shall make the connection (e.g., cut-in or tie-in) to the existing mains as shown on the Plans, specified in these specifications, and in conformance with the latest standards of the State Department of Public Health. Suitable facilities shall be provided by the Contractor for proper de-watering, drainage, and disposal of all water removed from the excavation and pipe without damage to adjacent property. The Contractor shall locate and expose the existing water main to which connection is to be made prior to and in advance of trenching to permit grade and alignment changes as approved by the Engineer. In the presence of the Engineer or an authorized City Public Utilities Department, Water Operations Division employee familiar with the water system), the Contractor shall make the connections as shown on the Plans regardless of the condition or location of the existing pipe, valves, and fittings with no adjustment in the Contract Price.

**700-1.3.2.1 Submittals.** The Contractor shall submit Shop Drawings, Working Drawings, and other information in accordance with 2-5.3, "Submittals" prior to start of construction. The drawings and other descriptive material shall adequately describe procedures to be used, materials to be furnished, any related pipeline appurtenances, and trench shoring. Each drawing shall be reproducible original, accompanied by 6 copies of all submitted information. If approved without change or correction, two approved copies will be returned to the Contractor. The Contractor shall include all time impacts of protecting the existing water main in the Schedule.

**700-1.3.2.2 Utility Verification for Connection Location.** The Contractor shall pothole the location and depth of all utilities to verify that there are no utility conflicts prior to excavation.

The Contractor shall locate and confirm vertical and horizontal locations, size, shape, materials, and construction of existing water mains.

**700-1.3.2.3 Notification and Timing of Shutdowns.** The Contractor shall coordinate the Work with the City Water Operations Division, and notify them a minimum of 20 Working Days after Engineer's approval of the Contractor's work plan and prior to any shutdown of an existing water line. The City Forces will perform all shutdowns including trial and final attempts. If the Contractor fails to keep the field appointments, the City will bill the Contractor for scheduled the City Forces waiting or standby time and the costs incurred by the City for notification of its customers for the subsequent appointment.

The Contractor shall schedule the requested shutdowns during low demand times. Unless otherwise shown on the Plans, the Contactor shall assume residential areas may be done during the day, and all commercial and industrial areas, including all areas with schools, or businesses, shall be shut down at night. The Contractor shall coordinate with the City's Public Utilities Department to verify the appropriate times prior to construction. The City may refuse to shutdown a water line on the day requested by the Contractor due to operational circumstances (e.g., business cannot withstand a shutdown of water at that time; other connecting distribution systems are out of service at the same time; high water demands by customers; etc.) or other reasonable concerns by the City. No request will be denied for arbitrary reasons.

The Contactor shall notify the Engineer 5 Working Days prior to any work that will affect water service. The Contractor shall prepare and distribute, after approval by the City, written notification 3 Working Days prior to starting Work on any water main that will affect service. This notification shall be delivered door-to-door to water users in the affected area. A copy shall be delivered to the Engineer on the date of user notification.

The Contractor shall notify all consumers with fire services 20 Working Days in advance of any shutdown.

**700-1.3.2.4 Connection.** Prior to connecting to existing water main, the Contractor shall have all personnel, material and equipment ready to connect the fittings to the existing mains to minimize the shutdown time. The City may postpone or reschedule any shutdown operation if for any reason the City determines that the Contractor is improperly prepared with competent personnel, equipment, or materials to proceed with the connection.

When installing a cut-in tee or cross with new valves, reducers or other fittings that is larger than the existing pipe, the new assembly shall be installed at the depth sufficient to allow the valve to remain below the subgrade of the street which may necessitate lowering the existing pipe. The Contractor shall provide and install the entire assembly -including valves and reducers and any other hardware necessary under the City inspection in accordance with the City Standards. The entire assembly shall be connected in advance to facilitate the expedient connection to existing main.

The Contractor shall clean and disinfect the connection in accordance with AWWA C651.

Shutdown of the water main and Connection operations shall be coordinated with high-lining operation and shall be completed within timeline specified in these specifications.

If Connection operation exceeds the time as identified in the notification, causes health and safety risks, or disruption of water service to the consumers, the Contractor shall notify the Engineer and the City's Station 38 at (619) 527-7660 for assistance to provide potable water and temporary high-lines to restore water to the affected consumers. The City will order necessary corrective measures. All costs for corrective measures shall be paid by the Contractor. The Contractor shall be liable to the City for the costs of the City Forces' emergency work.

If existing valves leak excessively once closed during the isolation of the segment that is going to be connected, the Contractor shall use methods at the Contractor's disposal to work with the resulting leakage. If the influx of water cannot be controlled with two 2-inch pumps sufficiently to complete the work, then the shutdown shall be rescheduled, as agreed upon by the City and Contractor.

**700-1.3.2.5 Quality Control.** The connection Work shall be in the presence of the Engineer or a Public Utilities Department, Water Operations Division employee familiar with the water system. The Contractor shall take every precaution necessary to prevent trench water, dirt or debris from entering the water mains during connection operation.

Under no circumstances shall a non-disinfected water main, which cannot be isolated and has not passed bacteriological test, be connected to an existing disinfected water main.

**700-1.3.2.6 Operation of Valves.** Valves on the City's water main system shall be cleaned and operated only by the City Forces. The Contractor may exercise valves on services as necessary to complete the Work.

**700-1.3.2.7 Repair.** If the water main is damaged by the Contractor's operations, the Contractor shall immediately notify the Engineer and the City Water Operations Division representative or the City's Station 38. The City Forces will perform all necessary repairs to the water main. The Contractor shall be liable to the City for the costs of the City Forces' repair work.

**700-1.3.2.8 Compaction.** Compaction of the trench after installation of the water main shall be in accordance with 306-1.3, "Backfill and Densification."

If the Work is located within a different jurisdiction or agency other than the City or private easement, compaction shall meet the requirements of that agency or utility granting the permit.

**700-1.3.2.9 Surface Restoration.** The Contractor shall restore to its original grade and condition surfaced areas in accordance with 7-9, "Protection and Restoration of Existing Improvements." After final connection is completed, the Contractor shall remove all temporary resurfacing, compact subgrade and restore affected area with permanent resurfacing in accordance with 302-6, "Portland Cement Concrete Pavement" and City of San Diego Standard Drawings.

**700-1.3.2.10 Payment.** "Connection to The Existing System by the Contractor" e.g., cut-in or tie-in will be paid under Bid unit prices for connections, and cut-ins and include furnishing and installing all materials and labor to complete the work. Potholing for and protecting the water main while performing the Work, information essential for making the connection, coordination of Work with the City Forces, scheduling impacts, community outreach, materials and traffic control shall be included in the payment.

**700-1.4 Cut and Plug of the Existing System by the Contractor.** The cut and plugs of the existing system as part of the base Bid shall be performed by the City Forces.

**700-1.4.1 Submittals.** The Contractor shall submit Shop Drawings and Working Drawings and other information for the cut and plug of existing water mains in accordance with 2-5.3, "Submittals." The submittals shall adequately describe procedures to be used e.g., distance from valves, thrust blocks for temporary plugs, materials to be furnished, any related pipeline appurtenances, and trench shoring. Each drawing shall be reproducible original, accompanied by 6 copies of all submitted information. If approved without change or correction, 2 approved copies will be returned to the Contractor. The Contractor shall include in the Schedule all time impacts to protect the existing water mains.

The Contractor shall submit traffic control drawings and obtain the Traffic Control Permit from the City prior to the start of the cut and plug and reconnection operations.

**700-1.4.2 Utility Verification for Cut & Plug location.** The Contractor shall pothole the location and depth of all utilities to verify that there are no utility conflicts prior to excavation.

The Contractor shall locate and confirm vertical and horizontal locations, size, shape, materials, and construction of existing water mains.

**700-1.4.3 Notification and Timing of Shutdowns.** The Contractor shall coordinate the Work with the City Water Operations Division, and notify them a minimum of 20 Working Days after Engineer's approval and prior to any shutdown of an existing water line. The City Forces will perform all shutdowns. If the Contractor fails to keep the field appointments, the City will bill the Contractor for scheduled the City Forces waiting or standby time and the costs incurred by the City for notification of its customers for the subsequent appointment.

The Contractor shall schedule the requested shutdowns during low demand times. Unless otherwise shown on the Plans, the Contractor shall assume residential areas may be done during the day, and all commercial and industrial areas, including all areas with schools, or businesses, shall be shut down at night. The Contractor shall coordinate with the City's Public Utilities Department to verify the appropriate times prior to construction. The City may refuse to shutdown a water line on the day requested by the Contractor due to operational circumstances (i.e., business cannot withstand a shutdown of water at that time; other connecting distribution systems are out of service at the same time; high water demands by customers; etc.) or other reasonable concerns by the City. No request will be denied for arbitrary reasons.

The Contactor shall notify the Engineer 5 Working Days prior to any work that will affect water service. The Contractor shall prepare and distribute, after approval by the City, written notification 3 Working Days prior to starting Work on any water main that will affect service. This notification shall be delivered door-to-door to water users in the affected area. A copy shall be delivered to the Engineer on the date of user notification.

The Contractor shall notify all consumers with fire services 20 Working Days in advance of any shutdown.

**700-1.4.4 Cut and Plug.** Prior to cutting and plugging of the existing water mains, the Contractor shall have all personnel, material and equipment ready to minimize the shutdown time. The Contractor shall organize its workforce, equipment and operations to protect the existing water main while performing the Work.

Shutdown of water main and cut and plug operations shall be coordinated with high-lining operation and shall be performed during low demand times and shall be completed within the timeline specified in these specifications.

After isolation of the mains, rarely does a completely dry condition exist in the trench. If the existing valves leak excessively once closed *during the isolation of the segment that is going to be plugged*, the Contractor shall use methods at Contractor's disposal to work with the resulting leakage. If the influx of water cannot be controlled with two 2-inch pumps sufficiently to complete the work, then the shutdown shall be rescheduled, as agreed upon by the City and Contractor.

If the cut and plug operation exceeds the time as identified in the notification or causes health and safety issues or disruption of water service to the consumers, the Contractor shall notify the Engineer and the City's Station 38 at (619) 527-7660 for assistance. The City will provide potable water and or temporary high-lining to restore water to the affected consumers. The City will order necessary corrective measures.

All costs for corrective measures shall be paid by the Contractor. The Contractor shall be liable to the City for the costs of the City Forces' emergency work.

**700-1.4.5 Quality Control.** Cut and plug of existing water lines shall be completed in a safe, neat and orderly manner. Plugs shall be capable of blocking pressurized main with no visual leak detected. The Contractor shall take every precaution necessary to prevent trench water, dirt or debris from entering the water mains during the capping or plugging operation.

Cut and plug shall not proceed if the City Public Utilities Department, Operations Division employee familiar with the water system is not present for the duration of the cut and plug.

After the cut and plug operation, the water main and appurtenances shall be disinfected and field tested by the Contractor in accordance with the latest edition of AWWA C651. The City Forces shall take water samples for bacteriological tests in accordance with Section 7 of the AWWA C651.

Suitable facilities shall be provided for proper de-watering, drainage, and disposal of all water removed from the excavation or pipe without damage to adjacent property.

**700-1.4.6 Operation of Valves.** Valves on the City's water system shall be cleaned and operated only by the City Forces. The Contractor shall exercise valves on services as necessary to complete the Work.

**700-1.4.7 Repair.** If the water system is damaged by the Contractor's operations, the Contractor shall immediately notify the Engineer and the City's Station 38 or the City Water Operations Division representative. The City Forces will perform all necessary repairs to the water main. The Contractor shall be liable to the City for the City Forces' work for the repair.

**700-1.4.8** Surfaced Areas Impacted by Cut & Plug. Surfaces impacted by excavation to install cut and plug shall be temporarily backfilled, resurfaced, and maintained.

**700-1.4.9 Payment.** Locating e.g., potholing for and protecting the water main, coordination of Work with the City Forces, any scheduling impacts, community outreach, furnishing and installing materials, and traffic control shall be included in the unit price payment for "Cut and Plug of The Existing System by the Contractor."

# ADD: PART 8 – ENVIRONMENTAL WORKS

# SECTION 801 – WATER POLLUTION CONTROL

**801-2.9 Post-Construction Requirements.** To the City Supplement, 2<sup>nd</sup> paragraph, ADD the following:

The decal-disc inlet markers shall be "das Duracast Curb Marker®" or approved equal.

**801-9.3 BMP Requirements.** To the City Supplement, ADD the following:

d) WTAP shall be required when the Project exceeds the Maximum Disturbed Area Requirements unless the grading Work is performed in phases that do not exceed the limit shown on the Plans per phase.

## SECTION 807 – RESOURCE DISCOVERIES

**ADD: 807-1.1 Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for Water Group Job 928, Project No. WBS B-10188, as referenced in the Contract Appendix. The Contractor shall comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix.

# END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

# APPENDIX A

# **Notice Of Exemption**
# NOTICE OF EXEMPTION

(Check one or both)

TO:

X RECORDER/COUNTY CLERK P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101

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

PROJECT NO.: WBS B-10188

PROJECT TITLE: Water Group Job 928

PROJECT LOCATION-SPECIFIC: The project is located along 30<sup>th</sup> Street between Adams Avenue and Polk Avenue; and along Boundary Street, between Madison Avenue and Meade Avenue.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: Replace-in-place 5,265 lineal-feet (0.997 miles) of existing 16-inch cast iron water main in the Greater North Park community planning area. No impacts to biological or archeological resources are anticipated as all work would occur in the improved right-of-way.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Engineering and Capital Projects Department 600 B Street, Suite 800, San Diego, CA 92101 Reynaldo De Guzman, (619) 235-1999

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
- () DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- () EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
- () CATEGORICAL EXEMPTION: (SEC. 15302) Section 15302 Replacement or Reconstruction
- (X) <u>STATUTORY EXEMPTIONS</u>: SECTION 21080.21 PUBLIC RESOURCES CODE: SECTION 15282(K) OF THE CEQA GUIDELINES-PIPELINES LESS THAN ONE MILE

REASONS WHY PROJECT IS EXEMPT: The project is limited to the replacement in place of 5,265 lineal-feet (0.997 miles) of existing 16-inch cast iron water main with the existing right-of-way. This action does not involve an expansion of use and will not result in any impacts to sensitive biological or archaeological resources. There are no affected related surface public facilities related to the pipeline. Furthermore, the project meets the criteria set forth in CEQA Section 15282(K) which allows for the repair and restoration of an existing subsurface pipeline as defined in Public Resources Code Section 21080.21 (no related surface facilities) provided they are less than one-mile in length.

LEAD AGENCY CONTACT PERSON: Jean Cameron

TELEPHONE: (619) 446-5379

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

June 13, 2011

JEAN CAMERON/SENIOR PLANNER

CHECK ONE: (X) SIGNED BY LEAD AGENCY () SIGNED BY APPLICANT Revised 010410mjh

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

Appendix A Notice of Exemption Water Group Job 928

# **APPENDIX B**

Fire Hydrant Meter Program

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

# 1. **PURPOSE**

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

# 2. <u>AUTHORITY</u>

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

# Reference

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

# 3. **DEFINITIONS**

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

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	<b>DI</b> 55.27	April 21, 2000

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

# 4. **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 <sup>1</sup>/<sub>2</sub>" 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 reinstallation.
- 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
- 13. The outlet shall have a 2 <sup>1</sup>/<sub>2</sub> "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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DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
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FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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

# 4.7 Relocation of Existing Fire Hydrant Meters

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

# 4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

# 5. <u>EXCEPTIONS</u>

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

# 6. 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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PROGRAM)		
	SUPERSEDES	DATED
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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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PROGRAM)		
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# 7. FEE AND DEPOSIT SCHEDULES

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

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

# 8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

Water Department Director

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

#### APPENDIX

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

City of San Diego Application	n For Fire	(EXHLBIT A)	For Office Use Only NS Reption 1000
Water Hydrant M	eter		Date: Value and Brits and Andrews
Department METER SHO	DP 619 527 744	0	CONTRACTOR OF A
Cominito Chollos • Son Diego, California 92105-5097 · FA	AX 619 527 312	Amplication Do	te: Requested Install Date:
ire Hydrant Location: (Attach detailed	map, Thomas Bros. I	map location or cons	struction drawing.)
	8 ×		•
pecific Use of Water:			
ny return to Sewer or Storm Drain, if se	o, explain:	à.'	
	5		
stimated Duration of Meter Use:			Check Box if Reclaimed Water
Company Information			
Company Name:			· · · · · · · · · · · · · · · · · · ·
Nailing Address			
Dity:	State:	Zip Code:	Phone: ( )
Business License #:		*Contractor Licens	se #:
A copy of the Contractor's License and/or Bu	usiness License is requi	ired at the time of meter	r issuance.
lame and Title of Agent:			Phone: ( )
Site Contact Name and Title:			Phone: (
Pager #:	in the second	ne i serveni serveni ne i si si serve	- Cell : ( )
Responsible Party Name:	<u> </u>	j the second states	Title:
Social Security or Cal ID #:			Phone: ( )
	41 <sup>41</sup>		
Signature:			Date:
Guarantees payment of all charges resulting from the us	se of this meter. Insures that i	employees of this organizatio	n understand the proper use of Fire Hydrant Meter.
Fire Hydrant Meter I	Removal R	eauest	
		-	Removal Date:
Check Box to Request Remova Provide current Meter location if differe		Inclucores	
Provide current meter location il differe	ant from above:		
O'mothang		740	Date:
Signature:		Title:	Bate.
Phone: ( )	n a shekara ta shekara	Pager: ( )	1
	For Of	fice Use Only	2
City Meter Private Me			
	iter		
CIS Account #:		Deposit Amount: \$	Fees Amount: 1\$
CIS Account #: Meter Serial #:	<u>Г</u>  /	Neter Size:	Meter Make & Style:
CIS Account #:	<u>Г</u>  /		Meter Make & Style:
CIS Account #:	L L L L L L L L L L L L L L L L L L L	Neter Size:	Meter Make & Style:

\*\*

#### "Exhibit B"

#### CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO 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 Seeding Irrigation (for establishing irrigation only; not continuing irrigation) Mixing Concrete Mobile Car Washing Special Events Street Sweeping Water Tanks Water Trucks Window Washing

Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.

#### "Exhibit C"

#### 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 <u>(Meter location address)</u> ends in 60 days and will be removed on or after <u>(Date authorization expires)</u>. 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 refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

City of San Diego, Water Department Attn: Meter Services 2797 Caminito Chollas San Diego, Ca. 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant "Hot Line" at: (xxx) xxx - xxxx.

#### Sincerely,

City of San Diego Water Department

and a second sec	Hydrant Meter cate/Removal	(EXHIBIT D) Request	For Ofi NS Reg: Date	fice Use Only FHM Fac #: By
Date:			nent information then Fr and-deliver to the City o	
Meter Information			2707 Caminito Chollas San Diego, CA 9	
		Requested M		
Billing Account #: Current Fire Hydrant Meter Lo	cation		· · · ·	
New Meter Location: (Attach a	a detailed map, Thomas Bro	os map location or o	construction drawing.)	·
			• •	
Company Informatio	on			
Company Name:				
Mailing Address				
City:	State:	Zip Code:	Phone: ( )	··
Name and Title of Requestor:			Phone: ( )	
Site Contact Name and Title			Phone: ( )	
Pager #:			Cell : ( )	
Responsible Party Name authors	orizing relocation fee:			•
Signature:	Title:	-	Date:	
Fire Hydrant Me Check Box to Request F Provide current Meter location	Removal of Above Meter	-	ed Removal Date:	
Signature:		Title:	4. ••••••••••••••••••••••••••••••••••••	Date:
Phone: ( )		Pager: ( )		
CIS Account #:	For O	ffice Use Only Fees Amount: \$		
Meter Serial #:		Size:	Make/Style	
Backflow #:		Size:	Make/Style	
Name:		Signature:		Date:
		网络 网络古马马属 计		

FHM Relocate\_Removal Form

FHM App Created: 11/2/00-htp

# APPENDIX C

Materials Typically Accepted By Certificate Of Compliance

# Materials Typically Accepted by Certificate of Compliance

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

# APPENDIX D

Sample City Invoice

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123							Contractor's Name:					
Project	Name:	Contractor's Address:										
SAP No. (WBS/IO/CC)							1					
City Purchase Order No.							Contractor's Phone #: Invoice No.					
Resident Engineer (RE):							Contractor's Fax #: Invoice Date:					
RE Pho	one#:	RE Fax#:				Contact N	Name:		Billing Po	eriod:		
		Contract Authorization				Previous Estimate This Es						
Item #	Item Description	Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount	
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00							
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00							
3	2 Parallel 12" Secondary Steel	LF	1,120		\$59,360.00							
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00							
5	Demo	LS	1	\$14,000.00	\$14,000.00							
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00							
	General Site Restoration	LS	1	\$3,700.00	\$3,700.00		1					
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00							
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00							
10	Bonds	LS	1	\$16,000.00	\$16,000.00							
11	Field Orders	AL	1	80,000	\$80,000.00							
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00							
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00							
11.2	Field Order 3	LS	10,000	\$1.00	\$10,000.00							
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00							
	Certified Payroll	LS	0,000	\$1.400.00	\$1,400.00							
12	CHANGE ORDERS	LO		\$1,400.00	\$1,400.00							
Change	e Order 1	4,890										
Items 1		4,090			\$11,250.00							
	-4 Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)							
	e Order 2	160,480	120	-\$35.00	(\$0,500.00)							
Items 1		100,400			\$95,000.00							
	Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)							
	Encrease bid Item 9	LF	8		\$78,400.00							
	e Order 3 (Close Out)	-121,500			,							
0	Deduct Bid Item 3	,,	53	-500.00	(\$26,500.00)							
	Deduct Bid Item 4	LS	-1	45,000.00								
Items 3	-9		1	-50,500.00	(\$50,500.00)							
								Total				
	SUMMARY							This	\$ -	Total Billed	\$0.00	
A. Original Contract Amount							<b>Retention and/or Escrow Payment Schedule</b>			dule		
B. Approved Change Order 1 Thru 3							Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)							Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date										ransfer in Escrow	:	
E. Less Total Retention (5% of D)							Amt to Re	lease to Co	ontractor fr	om PO/Escrow:		
F. Less Total Previous Payments												
	ment Due Less Retention					Contract	or Signatu	re and Dat	te:			
· · ·	naining Authorized Amount					Sontract		- unu Da				
II. Kell	anning Authorized Annount	1					1	1	I			

# **APPENDIX E**

**Location Map** 



SENIOR ENGINEER Carl Spier (619)-533-5126

PROJECT ENGINEER Reynaldo DeGuzman (619) 235-1999

PROJECT MANAGER Regan Owen (619) 533-5205



**Division Name - ROW** 



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Water Group Job 928

# **APPENDIX F**

# **High-lining Figures**

	 SKOUI	0910	CITY OF SAN DIEGO - STANDARD DRAWING 2" FIRE HYDRANT HIGHLINING CONNECTION	COORDINATOR R.C.E. 65271 DATE
REVISION B ORIGINAL K	 Roved	2 12' WVTH 3 2' PII 4 2' 90 JOIN 5 2' BA 6 SNAP	ING 2-PORT FIRE HYDRANT PORT TO 2" ADAPTER ELBOW READED FITTING PE (GROOVED) *ELBOW W/THREADED r FITTINGS CKRLOW PREVENTER W/ ADED JOINT FITTINGS -JOINT COUPLING (2-GROOVE) CTTY OF SAN DIEGO – STANDARD DRAWING	NAL DT SHOWN) TER ADSIDEWALK RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
3	(10)			

			3 (4)	EXISTING 3-PORT FIRE HYDRANT PORT ADAPTER ELBOW WTHREADED JOINT FITTING PIPE (GROOVED) 90° ELBOW WTHREADED JOINT FITTINGS 4° BACKFLOW PREVENTER WTHREADED JOINT FITTINGS (1)	4' SHUTOFF VALVE W/THREADED JOIN EXISTING CURB & SAW CUT ROADWA BACKFILL AND TEM ASPHALT SURFACE EXISTING ROADWAY EXISTING CONCRET	gutter Gutter Y, Trench, Porary	лГК
REVISION DRIGINAL	BY KA	APPROVED A. OSKOUI	DATE 0910	CITY OF SAN DIEGO – STANDARD DRA <b>4" FIRE HYDRANT HIGHLINING CO</b>		RECOMMEND S COORDINA DRAWING NUMBER	IED BY THE CITY OF SAN DIEGO IANDARDS COMMITTEE ATOR R.C.E. 65271 DATE SDW-171

						G CONTRAC UP TO TO TO TO TO TO TO TO TO TO TO TO TO TO T	TOR TO INSTA	ALL
		1	COUPLING	2"x2"x1" TEE W/SNAP-JOINT (2-GROOVE)	6	1° 90° ELBOW TO ME (ADAPTERS MAY BE	REQUIRED)	3
		② ③	JOINT FITT 1" SHUTOF	F VALVE W/THREADED	(7) (8) (8)	EXISTING WATER ME	TER BOX	
		(4) (5)	JOINT FITT 1" PIPE TO	NGS HOSE ADAPTER	(9) (10)	EXISTNG SERVICE CI FROM WATER MAIN EXISTING ROADWAY	ONNECTION	
		6	1" CONNEC	TION HOSE		EXISTING CURB & C		
evision Riginal	BY KA	APPROVED A. OSKOUI	DATE 09/10	CITY OF SAN DIEGO – STAND/	ARD DRA	WING	RECOMMEND	ED BY THE CITY OF SAN DIEGO TANDARDS COMMITTEE
				RESIDENTIAL U HIGHLINING CONN		DN	COORDINA DRAWING NUMBER	SDW-172

.



# APPENDIX G

Agreement For Application Of Emulsion-Aggregate Slurry

# AGREEMENT FOR APPLICATION OF EMULSION-AGGREGATE SLURRY

### RELATED TO WATER GROUP JOB 928

THIS Agreement for Application of Emulsion-Aggregate Slurry Related to **Water Group Job 928** [Agreement] is made and entered into by and between the City of San Diego [City] and [\*Insert name of Contractor\*] [Contractor] (collectively referred to herein as "the Parties").

# RECITALS

A. WHEREAS, on or about [\*Insert date\*], the City and the Contractor entered into an agreement for the construction of Water Group Job 928 [Contract], SAP No. (WBS/IO/CC) B-10188.

B. WHEREAS, in accordance with the terms of the Contract, the City and the Contractor agreed that the slurry sealing work described in Section 302-4, *Emulsion-Aggregate Slurry* and 600-3, *Rubberized Emulsion – Aggregate Slurry* would not be performed during the months of November, December, January, February, and/or March [Winter Months].

C. WHEREAS, work progressed in accordance with the Contract such that the slurry sealing work would, in the absence of the Parties' agreement to the contrary, be performed during the Winter Months.

D. WHEREAS, the City and the Contractor desire to enter into this Agreement in order to fulfill their obligations under 302-4, *Emulsion-Aggregate Slurry* and 600-3, *Rubberized Emulsion – Aggregate Slurry* of the Contract.

NOW, THEREFORE, in consideration of the mutual obligations of the Parties as set forth in the above Recitals, which are incorporated herein by this reference, the City and the Contractor agree as follows:

#### **ARTICLE I - WORK TO BE PERFORMED**

#### 1.1 Performance of Work.

The Contractor agrees to perform all slurry sealing work as set forth in Sections 302-4 and 600-3of the Contract and *sheet 36444-10-D of the Project's plans* [Slurry Work], which is/are incorporated by this reference as though fully set forth herein. The Slurry Work shall be performed in accordance with the Schedule of Work, attached hereto as "Exhibit A" and incorporated herein by this reference, or as otherwise agreed to by the Parties in a written change to the Schedule of Work. Unless otherwise specified, the time of completion of this Agreement shall be expressed in Working Days.

For the purposes of this Agreement:

- a) References in the specified sections to the "Agency" shall mean the City and the "Work" shall mean the Slurry Work.
- b) References to the specified sections shall mean sections of the GREENBOOK (Standard Specifications for Public Works Construction), the City Supplement, and Supplementary Special Provisions under the editions specified in the Contract.

# 1.2 Working Day.

See the City Supplements, Section 1-2, TERMS AND DEFINITIONS. The Engineer will make a daily determination of each Working Day to be charged against the Agreement time. These determinations will be discussed and the Contractor will be furnished a periodic statement showing allowable number of Working Days of Agreement time, including any adjustments, at the beginning of the reporting period. The statement will also indicate the number of Working Days charged during the reporting period and the number of Working Days of Agreement time remaining. If the Contractor does not agree with the statement, it shall file a written protest within 15 days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

# 1.3 Prosecution of Slurry Work.

Section 6-2, *Prosecution of Work* is incorporated into this Agreement by this reference as though fully set forth herein.

# 1.4 Project Site Maintenance.

Section 7-8 of the Contract, *Project Site Maintenance* is incorporated into this Agreement by this reference as though fully set forth herein.

#### 1.5 Protection and Restoration of Existing Improvements.

Section 7-9 of the Contract, *Protection and Restoration of Existing Improvements* is incorporated into this Agreement by this reference as though fully set forth herein.

### 1.6 Public Convenience and Safety.

Section 7-10 of the Contract, *Public Convenience and Safety* is incorporated into this Agreement by this reference as though fully set forth herein.

#### 1.7 Completion, Acceptance, and Guarantee.

The Engineer will inspect the Slurry Work in accordance with Section 302-4 and 600-3 of the Contract. The Contractor shall provide the Engineer with written notice that the Slurry Work has been completed. If the Engineer determines that the Slurry Work has been completed to the Engineer's reasonable satisfaction and is ready for acceptance, the Engineer will accept the completed Work by sending written notice to the Contractor specifying the date of acceptance. All Slurry Work shall be subject to the warranty requirements of the Contract as specified in Section 6-8, COMPLETION, ACCEPTANCE, AND WARRANTY.

#### 1.8 Payment to Contractor.

Upon completion of the Slurry Work, the City will pay the Contractor for slurry work, bonds, insurance, and traffic control I accordance with the applicable sections of the Contract.

#### 1.9 Delays and Extensions of Time.

Section 6-6, *Delays and Extensions of Time* is incorporated into this Agreement by this reference as though fully set forth herein.

#### 1.10 Liquidated Damages.

Section 6-9, *Liquidated Damages* is incorporated into this Agreement by this reference as though fully set forth herein.

#### ARTICLE II - BOND/INSURANCE/INDEMNIFICATION

# 2.1 Faithful Performance Bond.

Prior to execution of this Agreement, the Contractor shall provide the City with a faithful performance bond [Bond] in the amount of \$[\*insert amount of Contractor's bid item for slurry work], guaranteeing faithful performance of all Slurry Work, within the time prescribed in this Agreement, in a manner satisfactory to City, and that all materials and workmanship will be free from original or developed defects. The Bond must remain in effect until the end of all warranty periods set forth in this Agreement. The Bond shall comply with Section 2-4, BONDS of the Contract.

# 2.2 Insurance.

Section 7-3, *Liability Insurance* is incorporated into this Agreement by this reference as though fully set forth herein. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage required by Section 7-3, LIABILITY INSURANCE of the Contract for:

- a. Commercial General Liability.
- b. Commercial Automobile Liability.
- c. Worker's Compensation.

All policies must be primary and non-contributing to any insurance that may be carried by the City, as reflected in an endorsement, which shall be submitted to the City. The policies shall not be canceled, non-renewed, or materially changed except after 30 days prior written notice by the Contractor or the insurance carrier to the City by certified mail, except for non-payment of premium, in which case 10 days notice shall be provided.

#### 2.3 Indemnification.

Section 7-15, *Indemnification And Hold Harmless Agreement* is incorporated into this Agreement by this reference as though fully set forth herein.

# **ARTICLE III - DEFAULT/TERMINATION**

#### 3.1 Default by Contractor.

Section 6-4, *Default by Contractor* is incorporated into this Agreement by this reference as though fully set forth herein.

#### 3.2 Termination of Agreement.

Section 6-5, *Termination of Contract* is incorporated into this Agreement by this reference as though fully set forth herein.

### **ARTICLE IV - CONTRACTOR OBLIGATIONS**

### 4.1 Compliance with the City's Equal Opportunity Contracting Program.

The Contractor and each Subcontractors shall comply with the City's Equal Opportunity Contracting Program requirements which the Contractor acknowledges receiving in conjunction with the Contract.

### 4.2 Non-Discrimination Ordinance.

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this Section shall be considered a material breach of this Agreement and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Contractor and Subcontractors, and Suppliers.

#### 4.3 Compliance Investigations.

Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance* (Municipal Code sections 22.3501-22.3517.) The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination *in Contracting Ordinance*. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination Ordinance* apply only to violations of the *Nondiscrimination Ordinance*.

#### 4.4 Drug-Free Workplace.

The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this Agreement by this reference. The Contractor has certified to the City that it will provide a drug-free workplace by submitting a Contractor Certification for a Drug-Free Workplace form.

The Contractor further certifies that any subcontract for this Agreement shall contain language that binds the Subcontractor to comply with the drug-free workplace requirements of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. The Contractor and Subcontractors shall be individually responsible for their own drug-free work place program.

#### 4.3 Compliance with Controlling Law.

The Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including the California Labor Code. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

## **ARTICLE V - GENERAL PROVISIONS**

#### 5.1 Jurisdiction, Venue, and Attorney's Fees.

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

#### 5.2 Successors in Interest.

This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

#### 5.3 Integration.

This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

#### 5.4 No Waiver.

No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

#### 5.5 Severability.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

#### 5.6 Drafting Ambiguities.

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision, which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

# 5.7 City Acts/Approvals.

Whenever an act or approval is required by the City in accordance with the terms of this Agreement, that the Public Works Department Director or duly designated representative shall perform act or approval.

### 5.8 Signing Authority.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, by and through its Public Works Department Director in accordance with Resolution No. [\*Insert resolution number authorizing underlying construction contract\*], and by Contractor.

# THE CITY OF SAN DIEGO

Dated:	By: [*Insert name and title*]
	CONTRACTOR
Dated:	By: [*Insert name and title*]
	I HEREBY APPROVE the form and legality of the foregoing Agreement this
day of	, 20 .

JAN I GOLDSMITH, City Attorney

By:

Deputy City Attorney

# EXHIBIT A

# **SCHEDULE OF WORK**

[\*Insert Schedule Showing Time (in Working Days) in Which Work is to be Performed\*]
### **APPENDIX H**

**Standard Drawing SDG-107** 



	TYPE A		TYPE B
	ASPHALT	ASPHALT PLUS BASE	CONCRETE
MIX DESIGN	3/4" TYPE III CLASS B3	3/4" TYPE III CLASS B3 PLUS CLASS II BASE	560-C-3250
ALLEYS	8.0"	ASPHALT THICKNESS TO EQUAL	5.5"
LOCAL THROUGH 4 LANE COLLECTORS	10.0"	EXISTING PLUS 1", MIN 4" TO MAX. 9".	7.0"
MAJOR OR GREATERS	12.0"	COMBINED ASPHALT PLUS BASE 18" MIN.	9.0"

#### NOTES:

- 1. ANY STREET TRENCH 7 FEET IN WIDTH OR GREATER AND LONGER THAN 100 FEET IN OVERALL LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION PER SCHEDULE "J" (SDG-113).
- 2. ASPHALT TRENCH CAPS IN STREETS NOT RECEIVING A FULL WIDTH OVERLAY PRIOR TO ACCEPTANCE SHALL BE MILLED AS SHOWN AND RESURFACED WITH 1/2" TYPE III CLASS C2 ASPHALT NO LESS THAN 30 DAYS AFTER INITIAL ASPHALT PLACEMENT.
- 3. 560-C-3250 CONCRETE TREATED WITH A MINIMUM 2% CALCIUM CHLORIDE SOLUTION IN ACCORDANCE WITH 201-1 OR 650-CW-4000 (W/O CC) CONCRETE MAY BE OPENED TO TRAFFIC 3 DAYS AFTER IT IS PLACED. 650-CW-4000 CONCRETE TREATED IN SAME MANNER (WCC) MAY BE OPENED TO TRAFFIC 24 HOURS AFTER IT IS PLACED. CONCRETE SPECIFIED BY ALTERNATE CLASS OR OTHERWISE CONTAINING FLY ASH IS NOT ALLOWED.
- 4. USE TYPE "A" UNLESS SPECIFIED OR AUTHORIZED OTHERWISE BY THE CITY ENGINEER.

REVISION	BY	APPROVED J.P. CASEY	DATE 1⁄24⁄89	CITY OF SAN DIEGO – STANDARD DRAWING		DED BY THE CITY OF SAN DIEGO
UPDATED	KA	A. DSKOUI	09/10	TRENCH RESURFACING FOR ASPHALT CONCRETE SURFACED STREETS	COORDIN	SDG-107
A		ndix H Sta	ndard Dra	wing SDG-107	NUMBER	107   Page

Water Group Job 928

Contractor's NAME: VIA Construction, Inc. ADDRESS: 1920 Cordell Ct #105 El Calon. CA 9202 TELEPHONE NO.: 1019-5122-91464 FAX NO.: 619-5162-1686 75 El Caun. CA 92020 FAX NO.: 699-562-1685 CITY CONTACT: REGAN OWEN, 600 B Street Suite 800 MS 908A, San Diego, CA 92101 Email: rowen@sandiego.gov; Phone: 619-533-5205; Fax 619-533-5176 CA/NB/egz

## **CONTRACT DOCUMENTS**



7/18/12

FOR

### WATER GROUP JOB 928

VOLUME 2 OF 2

BID NO.:	K-12-5523-DBB-3-C-B
SAP NO. (WBS/IO/CC):	B-10188
CLIENT DEPARTMENT:	2112
COUNCIL DISTRICT:	3
PROJECT TYPE:	КВ

#### THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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



THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO INVITATION TO BIDS FOR TIME, DATE, AND LOCATION

### TABLE OF CONTENTS

### **Volume 2 - Bidding Documents**

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

#### DESCRIPTION

£

#### PAGE NUMBER

	Bid/Proposal
	Non-Collusion Affidavit To Be Executed By Bidder and Submitted With Bid Under 23 USC 112 and PCC 7106
4.	Contractors Certification of Pending Actions
	Equal Benefits Ordinance Certification of Compliance
	Proposal (Bid)
7.	Form AA35 List of Subcontractors15
8.	Form AA40 Named Equipment/Material Supplier List
9.	Form AA45 Subcontractors Additive/Deductive Alternate17

#### PROPOSAL

#### **Bidder's General Information**

To the City of San Diego:

Pursuant to "Invitation to 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.

#### IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1)	Name under which business is conducted		
(2)	Signature (Given and surname) of proprietor	·····	
	Place of Business (Street & Number) City and State		Zip Code
	Telephone No.	Facsimile No	
<u>IF A P</u>	ARTNERSHIP, SIGN HERE:		
(1)	Name under which business is conducted		
(2)	Name of each member of partnership [indicate chara	cter of each partner,	general or special (limited):

	Full Name and Character of partner
	Place of Business (Street & Number)
	City and State Zip Code Telephone No Pacsimile No
	ORPORATION, SIGN HERE:
(1)	Name under which business is conducted KTA construction, Inc
(2)	Signature, with official title of officer authorized to sign for the corporation:
	(Signature)
	Paul M. Henderson
	(Printed Name)
	President
	(Title of Officer)
	(Impress Corporate Seal Here)
	Incorporated under the laws of the State of <u>California</u>
(4)	Incorporated under the laws of the State of <u>California</u> Place of Business (Street & Number) 1920 Cordell G. # 105
(4) (5)	Incorporated under the laws of the State of <u>California</u>
(4) (5) (6)	Place of Business (Street & Number) 1920 Cordell C1. #105 City and State E Caron, CA Zip Code 92021
(4) (5) (6) <u>THE F</u> In acco	Incorporated under the laws of the State of <u>Californic</u> Place of Business (Street & Number) <u>1920</u> <u>Cordell</u> <u>Cf.</u> <u>#105</u> City and State <u>Fl Calon</u> <u>CA</u> Telephone No. <u>Californic</u> <u>Flog-1685</u>
(4) (5) (6) <u>THE F</u> In acco license LICEN	Incorporated under the laws of the State of <u>Califbrance</u> Place of Business (Street & Number) <u>1920</u> <u>Cordeul</u> <u>Cl. #105</u> City and State <u>Fl Coxon</u> <u>CA</u> <u>Zip Code <u>92011</u> Telephone No. <u>(919-5162-9464)</u> Facsimile No. <u>(919-5162-1685)</u> <u>OLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:</u> rdance with the "INVITATION TO BIDS", the bidder holds a California State Contractor's for the following classification(s) to perform the work described in these specifications: SE CLASSIFICATION <u>A</u></u>
(4) (5) (6) <u>THE F</u> In acco license LICEN	Incorporated under the laws of the State of <u>Califbrance</u> Place of Business (Street & Number) <u>1920</u> <u>Cordeul</u> <u>Cl. #105</u> City and State <u>Fl Coxon</u> <u>CA</u> <u>Zip Code <u>92011</u> Telephone No. <u>(919-5162-9464)</u> Facsimile No. <u>(919-5162-1685)</u> <u>OLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:</u> rdance with the "INVITATION TO BIDS", the bidder holds a California State Contractor's for the following classification(s) to perform the work described in these specifications: SE CLASSIFICATION <u>A</u></u>
(4) (5) (6) <u>THE F</u> In acco license LICEN LICEN This lic	Incorporated under the laws of the State of <u>California</u> Place of Business (Street & Number) <u>1920</u> <u>Cordeul</u> <u>(4. #105</u> City and State <u>F. Cayon</u> , <u>(A</u> Telephone No. <u>619-5462-9464</u> Facsimile No. <u>1019-542-1685</u> <u>OLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:</u> rdance with the "INVITATION TO BIDS", the bidder holds a California State Contractor's for the following classification(s) to perform the work described in these specifications: SE CLASSIFICATION <u>A</u> SE NO. <u>398284</u> EXPIRES <u>January 31</u> , 2013
(4) (5) (6) <u>THE F</u> In acco license LICEN LICEN This lic license	Incorporated under the laws of the State of <u>California</u> Place of Business (Street & Number) <u>1920</u> <u>Cordell</u> <u>(4. #105</u> City and State <u>F. Caron</u> , <u>(14</u>
(4) (5) (6) THE F In acco license LICEN LICEN This lic license TAX II	Incorporated under the laws of the State of <u>California</u> Place of Business (Street & Number) <u>1930</u> <u>Cordeul (1, #105</u> City and State <u>F.1 Calon (1)</u> Telephone No. <u>019-563-9464</u> Facsimile No. <u>199-563-1685</u> <u>OLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:</u> rdance with the "INVITATION TO BIDS", the bidder holds a California State Contractor's for the following classification(s) to perform the work described in these specifications: SE CLASSIFICATION <u>A</u> SE NO. <u>398384</u> EXPIRES <u>January 31</u> , 2013 cense classification must also be shown on the front of the bid envelope. Failure to show classification on the bid envelope may cause return of the bid unopened.

· · · · ·

#### THIS PROPOSAL MUST BE NOTARIZED BELOW:

u e E

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

Signature	Title President	<del>Widman </del>
SUBSCRIBED AND SWORN TO BEFORE ME, THIS _	DAY OF	. 2
	, State of	
(NOTARIAL SEAL)		

see attached



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### BID BOND

KNOW ALL MEN BY THESE PRESENTS,

 That KTA Construction, Inc.
 as Principal, and

 The Guarantee Company of North America USA
 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

Water Group Job 928

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Invitation to 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	3rd	day of	July	2012
· · · · · · · · · · · · · · · · · · ·		•		

KTA Construction, Inc.
(Principal)
By:
(Signature)

The Guarantee Company of North America USA (SEAL) (Surety)

By (Signature)

Charlotte Aquino Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PU	JRPOSE ACKNOWLEDGMENT
STATE OF CALIFORNIA	1
County of San Diego	<u>}</u>
On JUL 03 2012 before me, Jennifer	L. Cox, Notary Public
personally appeared Charlotte Aquino	Name(s) of Signer(s)
JENNIFER L. COX Commission # 1915197	who proved to me on the basis of satisfactory evidence to be the person(\$) whose name(\$) is/\$## subscribed to the within instrument and acknowledged to me that \$#/\$/she/\$## executed the same in \$##/her/\$### authorized capacity(\$#\$ and that by \$#\$/her/\$### signature(\$) on the instrument the person(\$), or the entity upon behalf of which the person(\$ acted, executed the instrument.
Notary Public - California San Diego County My Comm. Expires Dec 4, 2014	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.
Place Notary Seal Above	Signature
	PTIONAL
and could prevent fraudulent removal a Description of Attached Document Title or Type of Document:	aw, it may prove valuable to persons relying on the document and reattachment of the form to another document.
Document Date:	
	Hamber of Fageo.
Signer(s) Other Than Named Above:	
Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s)	
Capacity(ies) Claimed by Signer(s)	
Capacity(ies) Claimed by Signer(s) Signer's Name: ☐ Individual	Signer's Name:
Capacity(ies) Claimed by Signer(s) Signer's Name: Individual Corporate Officer — Title(s):	Signer's Name: □ Individual □ Corporate Officer Title(s):
Capacity(ies) Claimed by Signer(s) Signer's Name: Individual Corporate Officer — Title(s): Partner	Signer's Name: Individual Corporate Officer Title(s): Partner ILimited IGeneral
Capacity(ies) Claimed by Signer(s) Signer's Name: Individual Corporate Officer — Title(s): Partner Limited General I Attorney in Fact	Signer's Name: Individual Corporate Officer —— Title(s): Partner ILimited IGeneral Attorney in Fact RIGHT THUMBPRINT
Capacity(ies) Claimed by Signer(s)         Signer's Name:         Individual         Corporate Officer — Title(s):         Partner       Limited General         Attorney in Fact         Trustee       OF SIGNER	Signer's Name: Individual Corporate Officer —— Title(s): Partner Limited General NT Attorney in Fact Trustee OF SIGNER
Capacity(ies) Claimed by Signer(s) Signer's Name: Individual Corporate Officer — Title(s): Partner Limited General I Attorney in Fact	Signer's Name: Individual Corporate Officer —— Title(s): Partner Limited General NT Attorney in Fact Trustee OF SIGNER
Capacity(ies) Claimed by Signer(s)         Signer's Name:         □ Individual         □ Corporate Officer — Title(s):         □ Partner       □ Limited □ General         ☑ Attorney in Fact         □ Trustee         □ Guardian or Conservator	Sigher's Name: Individual Corporate Officer — Title(s): Partner Limited General Attorney in Fact Trustee Guardian or Conservator Sigher's Name: Title(s): RIGHT THUMBPRINT OF SIGNER Top of thumb here



### THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

### **POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

### Lawrence F. McMahon, Maria Vhanneza Guise, Sarah Myers, Charlotte Aquino Alliant Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
- 2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
- 3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED 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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



STATE OF MICHIGAN

**County of Oakland** 

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 18th day of January, 2011.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

rauepunch

Randall Musselman, Secretary

On this 18th day of January, 2011 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai I Notary Public, State of Michigan C County of Oakland My Commission Expires February 27, 2012 Acting in Oakland County

Cynthia a. Takai

day of

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee

Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITHESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this

JUL 0 3 2012



lordel puesde

Randali Musselman, Secretary

State of California	ļ
County of San Rep	J
On <u>1-1.</u> before me,	Brin Kagsdale, Notary Kublic
personally appeared Paul M. He	Hare Insert Name and Title of the Offiger
personally appeared <u></u>	Name(s) of Signer(s)
BRIN RAGSDALE Commission # 1931216 Notary Public - California San Diego County My Comm. Expires Apr 29, 2015	who proved to me on the basis of satisfactory evidence be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me the he/she/they executed the same in his/her/their authorize capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph true and correct. WITNESS my hand and official seal. Signature
Though the information below is not required by law	<i>I</i> , it may prove valuable to persons relying on the document d reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document: DIC BONC	1. Water Group 923
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	` Signer's Name:
Individual	Individual
Corporate Officer — Title(s): Partner —  Limited  General	
Attorney in Fact	Altorney in Fact
Trustee	
Guardian or Conservator Other:	Guardian or Conservator Other:
Signer Is Representing:	Signer Is Representing:

и у "С

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### NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106

State of California )
County of <u>San Diego</u> ) ss.
Paul M. Henderson, being first duly sworn, deposes and
says that he or she is President of 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.
Signed:
Title: President
Subscribed and sworn to before me thisday of, 2
Notary Public
See attached

(SEAL)

7 | Page

See Attached Document (Notary to cros			
$\Box$ See Statement Below (Lines 1–6 to be c	completed only by docum	ent signer[s	], <i>not</i> Notary)
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Signature of Document Signer No. 1	Signature of D	ocument Signer No	o. 2 (if any)
State of California	Subscribed and swor	n to (or affir	med) before me
			-
County of <u>San Diego</u>	on this <u>ht</u> day o	Nonth	, 20 <u>.(</u> <sub>Year</sub>
	(1) Paul M		lerson_
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BRIN RAGSDALE Commission # 1931216	$(n)$ $(n)$ $M_{\rm A}$	lana	
Notary Public - California 💈	(2) <b>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</b>	lame of Signer	
San Diego County My Comm. Expires Apr 29, 2015	proved to me on the b	asis of satis	factory evidence
	to be the person w	ho appear	ed before me.
	Signature	xa Dala:	le_
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#### **CONTRACTORS 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 ten 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.

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1

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 ten 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:

Contractor Name KTA Construction, Inc
Certified By Paul M. Henderson Title President
Name Date 16 1-117-13
Signature
USE ADDITIONAL FORMS AS NECESSARY $\mathcal{T}^{h^{d}}$ .

#### **BIDDING DOCUMENTS**

### EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

f.

I,



For additional information, contact: CITY OF SAN DIEGO EQUAL BENEFITS PROGRAM 202 C Street, MS 9A, San Diego, CA 92101 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION	
Company Name: KTA Construction, Inc	Contact Name: Mike Henderson
Company Address: 1920 Cordell & #105	Contact Phone: 619-562-9464
EL Caron, (A 92020	Contact Email: mike@ Kta Construction.
	Chart Data: TOD
Contract Title: Water Group 923	Start Date: TBD
Contract Number (if no number, state location): TBD SUMMARY OF EQUAL BENEFITS ORDINANCE F	End Date: TBD
<ul> <li>The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only wimaintain equal benefits as defined in San Diego Municipal Code §22.4302 for the</li> <li>Contractor shall offer equal benefits to employees with spouses and employee Benefits include health, dental, vision insurance; pension/401(k) plat discounts, child care; travel/relocation expenses; employee assistance other benefit.</li> <li>Any benefit not offered to an employee with a spouse, is not required to be of Contractor shall post notice of firm's equal benefits policy in the workplace during open enrollment periods.</li> <li>Contractor shall allow City access to records, when requested, to confirm Contractor shall submit <i>EBO Certification of Compliance</i>, signed under periods.</li> </ul>	e duration of the contract. To comply: loyees with domestic partners. ans; bereavement, family, parental leave; programs; credit union membership; or any offered to an employee with a domestic partner. ce and notify employees at time of hire and compliance with EBO requirements. enalty of perjury, prior to award of contract. sted at <i>www.sandiego.gov/administration</i> .
CONTRACTOR EQUAL BENEFITS ORDINANCE	
<ul> <li>Please indicate your firm's compliance status with the EBO. The City may required a status with the EBO because my firm <i>(contractor multiple Provides equal benefits to spouses and domestic partners.</i></li> <li>Provides no benefits to spouses or domestic partners.</li> <li>Has no employees.</li> <li>Has collective bargaining agreement(s) in place prior to January 1, 20</li> <li>I request the City's approval to pay affected employees a cash equivalent for benefits to spouse of the availability of a cash equivalent for benefits and to continue to make every reasonable effort to extend</li> </ul>	2011, that has not been renewed or expired. <b>quivalent</b> in lieu of equal benefits and verify ial benefits upon contract award. I agree to efits available to spouses but not domestic d all available benefits to domestic partners.
It is unlawful for any contractor to knowingly submit any false information to the Cit associated with the execution, award, amendment, or administration of any contract.	
Under penalty of perjury under laws of the State of California, I certify the above in that my firm understands the requirements of the Equal Benefits Ordinance and w duration of the contract or pay a cash equivalent if authorized by the City.	vill provide and maintain equal benefits for the
Taul M. Henderson/President     ( //       Name/Title of Signatory     Signation	ture 7.17.12 Date
FOR OFFICIAL CITY USE ONLY           Receipt Date:         EBO Analyst:	lot Approved – Reason:

rev 02/15/2011

#### PROPOSAL (BID)

The Bidder agrees to the construction of **WATER GROUP JOB 928**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for Contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

Item	Quantity	Unit	Payment Reference	NAICS	CS Description		Extension
					BASE BID		
1.	1	LS	2-4.1	237110	Bonds (Payment and Performance)		\$ 17200
2.	1	EA	3-3.2.2	237110	Certified Payroll	\$	\$ 100
3.	1	LS	7-9.1.1	238990	Video Recording of Pre-existing Conditions	$\searrow$	\$ 650
4.	1	LS	7-10.2.7	237310	Traffic Control	$\searrow$	\$ 2500°
5.	1	LS	7-10.2.7	541330	Traffic Control Design	$\geq$	\$ 1500-
6.	1	LS	9-3.4.1	237110	Mobilization	$\geq$	\$ 28,000-
7.	1	AL	9-3.5	237110	Field Orders	$\searrow$	\$98,000.00
8.	350	LF	300-1.4	238910	Removal and Disposal of Existing Railroad Tracks	\$ 3-	\$ 1050
9.	290	CY	300-1.4	237310	Additional Pavement Removal & Disposal	\$ 45	\$ 13050
10.	8	EA	301-1.7	237310	Adjusting Existing Gate Valve Cover to Grade	\$ 250	\$_2000
11.	3	EA	301-1.7	237310	Adjusting Existing Manhole Frame & Cover to Grade	\$ 450	\$ 1350
12.	12	EA	302-1.12	237310	Traffic Detector Loop Replacement	\$ 425	\$ 5100-
13.	3,740	LF	302-1.12	237310	Cold Milling Asphalt Concrete Pavement	\$ 160	\$ 5931
14.	319,200	SF	302-4.5	237310	Slurry Seal (REAS) Type II and Striping	\$ .40	\$ 1276.30
15.	97	TON	302-4.5	237310	AC Patching for Slurry Seal	\$ 125	\$ 12125
16.	1	LS	302-4.5.1	237310	Bond for Slurry Seal		\$ 1-
17.	650	SF	302-5.1.2	237310	Damaged AC Pavement Replacement	\$ 6	\$ 3900 -
18.	400	SF	302-5.2.1	237310	Pavement Restoration Adjacent to Trench	\$ 12-	\$ 4300
19.	1,285	TON	302-5.9	237310	1-1/2 Inch Asphalt Concrete Overlay and Striping	\$ 90-	\$ 115650
20.	9,680	SY	302-7.4	237310	Pavement Fabric	\$ 32	\$ 33830

Proposal (BID) (Rev. June 2011) Water Group Job 928 10 | Page

**BIDDING DOCUMENTS** 

Item	Quantity	Unit	Payment	NAICS	Description	Unit Price	Extension
			Reference				
21.	260	LB	302-13.5	237310	Crack Seal	\$ 16-	\$ 4160
22.	105	LF	303-5.9	237310	Additional Curb and Gutter	\$ 25	\$ Z625
23.	450	SF	303-5.9	237310	Additional Sidewalk Removal and Replacement	\$ 55	\$ 2475
24.	12	EA	303-5.10.2	237310	Curb Ramp Type A w/ Stainless Steel Detectable Warning Tiles	\$ 1900	\$ 22305
25.	8	EA	303-5.10.2	237310	Curb Ramp Type B w/ Stainless Steel Detectable Warning Tiles	\$ 1900-	\$ 15200
26.	145	CY	306-1.2.1.1	237110	Additional Bedding	\$ 10-	\$ 1450
27.	180	TON	306-1.6	237110	Imported Backfill	\$ 20-	\$ 3600-
28.	350	TON	306-1.5.1	237310	Temporary Resurfacing	\$ 100-	\$ 35000
29.	80	LF	306-1.6	237110	8-Inch Water Main, Class 235	\$ 75	\$ 6000
30.	4,580	LF	306-1.6	237110	16-Inch Water Main, Class 235	\$ 95 -	\$ 435100-
31.	680	LF	306-1.6	237110	16-Inch Water Main, Class 305	\$ 100-	\$ 68000-
32.	90	LF	306-1.6	237110	30-Inch Water Main, Class 235	\$ 425	\$ 353250
33.	40	LF	306-5.3	237110	Removal or Abandonment of Existing Water Facilities	\$ 25	\$ 800
34.	153	EA	306-14.1	237110	1-Inch Water Service	\$ 1700-	\$ 260,100-
35.	10	EA	306-14.1	237110	2-Inch Water Service	\$ 2200-	\$ 22.000-
36.	3	EA	306-15	237110	Water Meter Boxes	\$ Z50	\$ 750
37.	1	EA	306-18	237110	4-inch Blowoff Valve Assembly	\$ 4500	\$ 4560
38.	3	EA	306-19	237110	2-inch Air & Vaccum Valve	\$ 4000	\$12000 4000 }
39.	1	EA	306-1.6	237110	6-Inch Fire Service Connection	\$ 3900-	\$ 2600
40.	2	EA	306-1.6	237110	8-Inch Fire Service Connection	\$ 4305	\$9600-4300- 1
41.	19	EA	306-1.6	237110	6-Inch Fire Hydrant Assembly & Marker-3 Port	\$ 5900	\$ 112,100
42.	3	EA	306-1.6	237110	30-Inch Butterfly Valve with Resilient Seat Class 250B	\$ 13000-	\$ 39000-
43.	4	EA	306-1.6	237110	8-Inch Gate Valve	\$ 1500	\$ 6000
44.	1	EA	306-1.6	237110	12-Inch Gate Valve	\$ 2700-	\$ 2700-
45.	7	EA	306-1.6	237110	16-Inch Butterfly Valve with Resilient Seat Class 250B	\$ 3200-	\$ 22-400
46.	35	CY	306-1.6	237110	Thrust Blocks And Anchor Blocks for 16" and Larger Water Mains	\$ Z00-	\$ 7000-
47.	1	EA	306-14.1	237110	1-Inch Water Service Transfer	\$ 1000	\$ 1000'
48.	1	EA	306-14.1	237110	2-Inch Water Service Transfer	\$ 1505	\$ 1500-
49.	12	EA	309-4	541370	Survey Monuments	\$ 400	\$ 1305
50.	1	AL	307-2	238210	TYPE I-Traffic Signal Modification Construction-Complete		\$120,000.00
51.	1,500	SF	700-1.3.1.5	237110	Pavement Restoration for City Forces Final Connection	\$ 12-	\$ 18,000'

Proposal (BID) (Rev. June 2011) Water Group Job 928

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**BIDDING DOCUMENTS** 

Item	Quantity	Unit	Payment Reference	NAICS	Description Unit Price		Extension	
52.	1	LS	801-9.4	541330	Water Pollution Control Program Development	Water Pollution Control Program Development		
53.	1	LS	801-9.4	237990	Water Pollution Control Program Implementation	$\geq$	\$ 750 \$ 1200 -	
54.	9,140	LF	700-1.2.1.3	237110	Removal Of High-lining Material	\$ Z-	\$ 12230	
55.	1	LS	700-1.3.1.5	237110	Contractor Furnished Materials For City Forces Work		\$ 10,000	
					ESTIMATED TOTAL	BASE BID:	\$1,787,50	
ADDITIVE ALTERNATE "A" - CITY FORCES ESTIMATES								
1.	9,140	LF	700-1.2.2.10	237110	Furnishing High-lining Materials	\$ 332	\$ 3-9,732	
2.	9,140	LF	700-1.2.1.3	237110	High-lining Installation	\$ 25=	\$ 22355	
3.	1	LS	700-1.2.2.10	237110	High-lining Maintenance and Repairs		\$ 1000-	
4.	1	EA	700-1.3.2.10	237110	16-Inch Cut-in Tee by Contractor	\$ 170005	\$ 17000-	
5.	5	EA	700-1.4.9	237110	Cut And Plug Existing System By Contractor	\$ 2100-	\$ 10,500	
	. <u></u>					· · · · · · · · · · · · · · · · · · ·	\$ 86,082-	
ESTIMATED TOTAL ADDITIVE ALTERNATE "A":								
·								
ESTIMATED TOTAL BASE BID PLUS ADDITIVE ALTERNATE "A":								

One million	eralt hundred thousa hur	idred Seventy three thousand	six hundred forty two
	J. Pmn		and no cents
The Bid shall contain an ack	mowledgment of receipt of all addenda, the	numbers of which shall be filled in on this Bid for	rm.
List the Addenda received a	nd being acknowledged: N/A		

If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, the Bid shall be rejected as being **non-responsive**.

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

Paul M.	Henderson	 	 
Marilun	L. Henderson		 
J			
	~ <u>~</u> ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	 	 

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.

Bidder: Paul M. Henderson	
Title: President	
Business Address: 1920 Cordell Ct. # 105 El Cayon. CA 92020	
Place of Business: (( )( )( )( )( )( )( )( )( )( )( )( )(	
Place of Residence: 2403, Pence, Drive El Cajon, CA 92019	
Signature:	

NOTES:

- A. The City shall determine the low Bid based on the Base Bid PLUS Additive Alternate "A".
- B. After the low Bid has been determined, the City may award the Contract for the Base Bid or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.
- C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- D. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as non-responsive and ineligible for further consideration.

- E. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- H. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- I. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

#### LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as non-responsive and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR ORDESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBF, DBE, DVBE, OBE, ETBE, STBE, SDB, WoSB, HUBZone, OR SDVOSB0	WHERE CERTENED2	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Seal Right Powing Address: Ro Bx 3753 City: State: Spring Valley, CA 91919 Zip: Phone: 1019-465-7411	Constructor	Ac lowing ¢rind	\$194,011,30 239,172 70 Phill.	SLBE	City of SD	
Name: G. Scott Asonalt Inc. Address: 258 Thusdale dr. City: Chula Vista State: CA Zip: 91910 Phone: Col9.430.1854	Constructor	Slumy Seal	\$101,899.»	SLBE	City of SD	
Name: <u>LSI Road Marking</u> Address: <u>Bo Box 24310</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: 93031 Phone: (cl9.443.7755	constructor	Striping	\$ <del>8,739.00</del> \$7,593.40	SLBE	city of SD	

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	6
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE	212
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE	No ·
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB	40 00
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone	$\mathbb{O}$
	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	San Diego Regional Minority Supplier Diversity Council	SRMSDC	
	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 (except for OBE, SLBE and ELBE).

Form Title: LIST OF SUBCONTRACTORS Form Number: AA35

Water Group Job 928

(Rev. June 2011)

#### LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as non-responsive and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR ORDESIGNER	TXPE OF WORK	DOLLAR VALUE OF SUBCONTRACT		WHERE. CERTIFIED 2	CHECK IF JOINT VENDURE LARTNERSHIP
Name: <u>McGrath Consulting</u> Address: Do Box 20205 City: State: El <u>Caion CA</u> 97031 Zip: Phone: <u>1019</u> . 750. 2025	designer	WORCP	\$ 600.00	ELBE	City of SD	
Name: Torn's Traffice Centrol Plans Address: 27779 Vallar Center Da. City: Vallor Center State: CA Zip: 92087 Phone: 740.502.7825	designer	Traffic Control Plans	≉1380'∞			
Name: Southwest Signal Service Address: 397 Rateign Ave. City: El Cajon State: CA Zip: 97070 Phone: (219.447.3343	Constructor	traffic Signal # 102ps	127,500- 127,50	SLBE	City of SD	

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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
	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 (except for OBE, SLBE and ELBE).

Form Title: LIST OF SUBCONTRACTORS Form Number: AA35 Water Group Job 928

(Rev. June 2011)

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#### LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as non-responsive and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>NBS CONCRORE</u> INC. Address: <u>B</u> SE. J Street City: State: <u>Chula VISF</u> G. CA 91910 Zip: Phone: <u>1019</u> -776-7317	constructur	Cuncrete flatwirk	\$41,175,00	ELBE	City of BD	
Name: <u>Motropolitan Mapping Inc.</u> Address: <u>2431</u> India St. City: <u>San Diegs</u> State: <u>CA</u> Zip: <u>93101</u> Phone: <u>UI9</u> . State: <u>CA</u>	Canstructur	Surveying	\$4, <i>1</i> 02,003	SLBE	ait sp sp	
Name: JPS (egal Video Address: <u>ASS S Ockhurst dr.</u> #10 City: Barry Hills State: CA Zip: 90717 Phone: 310-369.0715	constructur	Phe-const. Victeo	\$570.00			

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):

	C. (G. 1) C	MDE	Cartifical Warman Drasin and Enternance	WBE
	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	
	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 ce	ertified by:		
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS
	California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA
	State of California	CA	U.S. Small Business Administration	SBA
ть	a Piddor will not reasive any subcontracting norticinat	ion norcontagos if th	a Piddar fails to submit the required proof of cortificat	tion (overnt for

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title:	LIST OF SUBCONTRACTORS	(Rev. June 2011)
Form Number:	AA35	
Water Group Job	928	15   Page

#### **BIDDING DOCUMENTS**

#### NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall submit with the Bid the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 60% credit of the listed **DOLLAR VALUE**.

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 certifi	ed by:		
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS
	California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA
	State of California	CA	U.S. Small Business Administration	SBA
ТЪ	a Diddor will not receive any subcontracting participation nor	ontogos if the Di	iddon fails to exhibit the required proof of contification (	or oant far

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: NAMED EQUIPMENT/MATERIAL SUPPLIER LIST Form Number: AA40 Water Group Job 928 (Rev. June 2011)

#### SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

(USE ONLY WHEN ALTERNATES ARE REQUIRED)

Bidder shall list all Subcontractors described in the Bidder's *Base Bid* whose percentage of work will increase or decrease if alternates are selected for award. Bidder shall also list additional Subcontractors not described in the Bidder's *Base Bid* who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

DEDUCTIVE	NAME, ADDRESS AND FELEPHONE NUMBER OF SUBCONERACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF	DOLLAR VALUE OF	MBE, WBE, DBE, DVBE, OBE,	WHERE CERTIFIED	CHECK IF JOINT
ALTERNATE:			WORK .	SUBCONTRACT	ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	30. 1910 - 1917 - 1917 - 1917 - 1917 - 1917 - 1917 - 1917 - 1917 - 1917 - 1917 - 1917 - 1917 - 1917 - 1917 - 1917 -	VENTURE PARTNERSHII
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	City: State:						
	Zip:         Phone:						
						L	
	Name:						
	Address: City: State:						
<ol> <li>As approp</li> </ol>	Zip: Phone: riate, Bidder shall identify Subcontractor as one of the	e following and shall inc	clude a val	lid proof of certificat	on (except for OBE_S	BE and EI BE)	l
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Certified I	Disadvantaged Business Enterprise	DBE	Ce	ertified Disabled Vete	ran Business Enterpris		DVBE
Other Bus	iness Enterprise	OBE	Ce	ertified Emerging Loc	al Business Enterprise	•	ELBE
	Small Local Business Enterprise	SLBE		nall Disadvantaged B	usiness		SDB
	whed Small Business	WoSB	H	JBZone Business			HUBZone
	isabled Veteran Owned Small Business riate, Bidder shall indicate if Subcontractor is certifie	SDVOSB				-	
City of Sa		u by: CITY	St	ate of California Den	artment of Transportat	ion	CALTRANS
	Public Utilities Commission	CPUC	Sa	n Diego Regional Mi	nority Supplier Divers	ity Council	SRMSDC
	alifornia's Department of General Services	CADoGS	Ci	ty of Los Angeles			LA
State of Ca	alifornia	CA	U.	S. Small Business Ad	Iministration		SBA
The Bidder will	not receive any subcontracting participations percent	ages if the Bidder fails to	submit th	e required proof of c	ertification (except for (	OBE, SLBE and E	LBE)
Form Title:	SUBCONTRACTORS ADDITIVE/DEDU	CTIVE ALTERNATE	3		99. 19. 40 M	(R	ev. June 2011)
Form Number	:: AA45						

Water Group Job 928

17 | Page

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# 30th Street bet Polk av & Howard Av

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		LEERENCE.	
		WATER: 5364-W, 16135-2-D, 22367-3-D, 13549-1-D, SEWER: N/A STORM DRAIN: N/A	
		GAS: N/A ELECTRIC: 214-1728B CABLE TV:	
74 74		TELEPHONE: IMPROVEMENTS: I6I35-I-D IOO' SCALE/FIELD BOOK: HI8S THOMAS BROS.: I269E5	
		HGL: ALVARADO 536	
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	I- 2" AIR VALVE	30th STREET	
۲ ۲	W	AN DIEGO, CALIFORNIA WATER	B-10188
			REGAN OWEN SSOCIATE ENGINEER
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0 40	80 120 et		-185461 Ordinate
	SCALE 1" = 40'	CUNINALION         DATE STARTED         36444           INSPECTOR         DATE COMPLETED         36444	-02-D



## 30th Street Bet Howard av & el cajon blue

EX 8' AC WIR EX	REFERENCE:         WATER: 22367-3-0; 19807-10-D; 1904-35-D; 5364-0-W         SEWER: 15425-16-D; 16135-2-D         SEWER: 15425-16-D; 16135-2-D         SEWER: 15425-16-D; 16135-2-D         SEWER: 15425-16-D; 16135-2-D         SEWER: 15425-1728D         SENER: 1244-1728D         CAS: 14-4128         CAS: 14-4128         CARE/FILD BOOK: HIBS         CARE/FILD BOOK: HIBS         CARE/FILD BOOK: HIBS         COX CAEFFELD BOOK: HIBS         MPROVEMENTS:         DOV SERON: 1269E4         EFTREMENTS:         EFTREMENTS:         BE'CUCE - 1 - UNK - 1951         CARTY TO FURNISH & INSTALL HIGHLINED BY CITY         FREE ALL SERVICE - 1 - UNK - 1951         COTO FURNISH & INSTALL HIGHLINED BY CITY         FERVICE - 1 - UNK - 1951         STERVICE - 1 - UNK - 1951         COTO FURNISH & INSTALL HIGHLINED BY CITY         FERVICE - 1 - UNK - 1951         COTO FURNISH & INSTALL HIGHLINED BY CITY         FERVICE - 1 - UNK - 1951         COTO	CONTRACTOR DATE STARTED 3
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# 30fP STREET BET EL CAJON BLVD & MEADE AV

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				- 7-D; 16135-2-D; 18S	680' - 1951 - UNK - 1951	L BE HIGHLINED BY CITY POLK AVE & ADAMS AVE. H & INSTALL HIGHLINING TRANSFER ALL SERVICES	TER GROUP JOB 30th STREET el cajon blvd & ME	N DIEGO, CALIFORNIA Capital projects department 4 OF 15 Sheets BY Approved Date Filmed RD/AD Date Filmed RD/AD Date Filmed Date Started
				REFERENCE: WATER: 32769-6-D; 32769 SEWER: 32872-5-D STORM DRAIN: 6537-L GAS: II-479; II-480 ELECTRIC: CABLE TV: TELEPHONE: IMPROVEMENTS: IMPROVEMENTS: IOO' SCALE/FIELD BOOK: H THOMAS BROS.: I2694E	RETIREMENTS: 16" - CICL WTR - FH (3-PORT) - 1 1" SERVICE - 45 -	NOTE: 30th ST. SHALL B FORCES BTWN POLI CITY TO FURNISH & MATERIALS AND TR	WA7 BETWN	CITY OF SAN ENGINEERING AND CA SHEET 4 APPROVED: FOR CITY ENGINEER DESCRIPTION F DESCRIPTION F DESCRIPTION F CONTRACTOR CONTRACTOR
	340	360			<pre>(I) BY CONTRACTOR FURNISH AND INSTALL STA. I6+07.65 I- I6" X 6" TEE (MJ, F, MJ) I- 6" FIRE HYDRANT ASSEMBLY &amp; MARKER (3-PORT)</pre>	2 BY CONTRACTOR FURNISH AND INSTALL STA. 19+16.65 I - 16" X 6" TEE (MJ, F, MJ) I - 6" FIRE HYDRANT ASSEMBLY & MARKER (3-PORT)	<pre>3 BY CONTRACTOR BY CONTRACTOR FURNISH AND INSTALL STA. 20+00.00 I- 16" X 6" TEE (MJ, F, MJ) I- 6" FIRE HYDRANT ASSEMBLY &amp; MARKER (3-PORT)</pre>	
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# 30th Street bet meade av & monroe av

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		REFERENCE: WATER: 16135-3-D, SEWER: N/A SEWER: N/A STORM DRAIN: N/A GAS: N/A ELECTRIC: CABLE TV: TELEPHONE: IMPROVEMENTS: IMPROV	NOTE: 30+h ST. SHALL BE HI FORCES BTWN POLK AV CITY TO FURNISH & IN MATERIALS AND TRANS MATERIALS AND TRANS MATER BETWN ME BETWN ME	CITY OF SAN DI ENGINEERING AND CAPITA SHEET 5 OF FOR CITY ENGINEER DESCRIPTION BY ORIGINAL RD/AD
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#### 30fh STREE $\land \forall$ NOSIDAM S MONBOE BE. $\forall \forall$



# 30th Street bet madison av & administration av

								C-09	928	S AVE	WATER B-IOI88 WBS B-IOI88 SEWER -	REGAN OWEN ASSOCIATE ENGINEER CHECKED BY: REYNALDO DEGUZMAN	PROJECT ENGINEER 214-1729 CCS27 COORDINATE 6291095-1857796	CCS83 COORDINATE 36444-07-D
						D, 5364-2-D,3l296-20-D, V/A D BOOK: HIBS	- 560' - 1951 - UNK - 1951	NOTE: 30†h ST. SHALL BE HIGHLINED BY CITY FORCES BTWN POLK AVE & ADAMS AVE. CITY TO FURNISH & INSTALL HIGHLINING MATERIALS AND TRANSFER ALL SERVICES.	<u></u>	30th STREET Betwn Madison ave & adams	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 7 OF 15 SHEETS			DATE STARTED
						REFERENCE: WATER:I6I35-4-D, 5364-2-D,312 SEWER: I884-I-D STORM DRAIN: N/A GAS: N/A GAS: N/A ELECTRIC: CABLE TV: TELEPHONE: IMPROVEMENTS: IMPROVEMENTS: IOO' SCALE/FIELD BOOK: HIBS THOMAS BROS.: I2694E HGL: 536	RETIREMENTS: 16" - CICL PIPE 1" SERVICE - 25	NOTE: 30+h ST. SH/ FORCES BTWN CITY TO FURN MATERIALS AN		BE	CITY OF S ENGINEERING AN SHEE	FOR CITY ENGINEER	ORIGINAL	CONTRACTOR
						(1) BY CONTRACTOR BY CONTRACTOR FURNISH AND INSTALL STA. 36+57.86 I- 16" X 6" TEE (MJ, F, MJ) I- 6" FIRE HYDRANT ASSEMBLY	& MARKER (3-PORT) TION (2) BY CONTRACTOR BY CONTRACTOR FURNISH AND INSTALL STA. 39.02.97 I- 2" AIR VALVE	(3) BY CITY FORCES AHD OF CONTRACTOR STA 39+07.09 STA 39+07.09	GS'AHEAD Reopen After New Main Has Been Accepted.	STA 39+07.09 CONNECT TO EX 16" PVC		Rentession	EC No. C49744	
	-00								AVE	<u></u>		SIS	0 64 08 08	SCALE 1" = 40'





# BOUNDARY STREET

			REFERENCE: WATER: 17821-5-D, 22367-9-D, 6419-L SEWER: 8876-0-L, 12316-14-D, 12316-30-D, 2176-1-L STORM DRAIN: 9499-D GAS: II-482, II-483 ELECTRIC: CABLE TV: TELEPHONE: IMPROVEMENTS: IMPROVEMENTS: IOO' SCALE/FIELD BOOK: HIBS THOMAS BROS.:1269-E4 HGL: ALVARADO 536	RETIREMENTS: 16" - CIPIPE- 702" - 1951 1" SERVICE - 8 - UNK - 1951 1" SERVICE - 8 - UNK - 1951 NOTE: NOTE: BOUNDARY ST. SHALL BE HIGHLINED BY CITY FORCES BTWN MEADE AVE & MADISON AVE. CITY TO FURNISH & INSTALL HIGHLINING MATERIALS AND TRANSFER ALL SERVICES.	er group job Jundary stree	BETWN MEADE AVE BETWN MEADE AVE ENGINEERING AND CAPITAL PROJECTS DEF SHEET 8 OF 15 SHEETS SHEET 8 OF 15 SHEETS SHEET 8 OF 15 SHEETS APPROVED DATE FOR CITY ENGINEER DESCRIPTION BY APPROVED DATE ORIGINAL RD/AD DATE ORIGINAL RD/AD DATE STARTED INSPECTOR DATE COMPLETED
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## BOUNDARY STREET





STREET

# STREET RESURFACING

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$\boxed{m}$	SHT 03 - 30TH ST BET HOWARD & EL CAJON	SLURRY SEAL	7+20.00	13+40.00	80
$ \bigcirc$		A/C OVERLAY			
$\bigcirc 7$	드니	SLURRY SEAL	13+40.00	20+20.00	80
	노니	SLURRY SEAL	20+20.00		80
$\odot$	드니	SLURRY SEAL	27+00.00		80
$\bigcirc$		A/C OVERLAY			
(		SLURRY SEAL	33+80.00	39+40.00	80
8	Н О Н	SLURRY SEAL	00"01+00	00"02+10	60
$\bigcirc$	НU	A/C OVERLAY	00"02+10	07+92.00	60
6	НО П	A/C OVERLAY	07+92.00	15+52 <b>.</b> 18	60
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E N VTROL				~		928	SITE PL/	WATER WBS SEWER WBS	SUBMITTED BY: REGAN OWEN ASSOCIATE ENGINEER	CHECKED BY: REYNALDO DEGUZN PROJECT ENGINEER

ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET II OF I5 SHEETS SHEET II OF I5 SHEETS SHEET II OF I5 SHEETS APPROVED APPROVED APPROVED DATE CONTY ENGINE FOR CITY ENG
No. C49744
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CURB RAMP NOTES TABLE	COMMENTS / MODIFICATIONS	NO NEED TO REPLACE THE EXISTING	NO NEED TO REPLACE	SUB-STANDAF	NO NEED TO REPLACE	TO REPLACE	TO REPLACE	NO NEED TO REPLACE	SUB-STANDAF	O NEED TO REPLACE	XISTING SUB-STANDAF	RE RELOCATED AND	- NEW CURB RAMP	BE RE	URB RAMP	O NEED TO REPLACE THE EXISTING	AL TO BE RELOC.	RUCT NEW CUR	NO NEED TC	NO NEED TC	ACE EXISTING SU	REPLACE EXISTING SUB-STANDARD CURB RAMP	ACE EXISTING SU	NO NEED TC	ACE EXISTING SU	REPLACE EXISTING SUB-STANDARD CURB RAMP	ACE EXISTING SU	ACE EXISTING 30	NO NEED TO	EXISTING CURB BA	SUB-STANDARD CURB RAMP						TILES SHALL BE PER THE CITY'S APPROVED MATERIALS LIST						WATER GROUP JOB 928		CURB RAMP LOCATION			AND CAPITAL PROJECTS DEPARTMENT   WBS U AND CAPITAL PROJECTS DEPARTMENT   SEWER	SUBMITED BY: SHEETS WBS SUBMITED BY: SUBMITED BY:	FOR	DESCRIPT	ORIGINAL RD/AD	216-1728, 214-1728	C49744 3 SEE SHEETS	CONTRACTOR DATE STARTED	INSPECTOR DATE COMPLETED UC444-1
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	STAINLESS MATERIAL STEEL * OTHER * OTHER	*		> >	•				>		>`	> >	·   >	> >	>		>	>			>	>	>		>	>	>	>		>	> >						TABL														NGS:	-132 -132	- 1 <u>3</u> 0		- 12	2
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	LOCATION NOTAJOJ				- 10	9	2	ω	σ	_	=		2 - <u>2</u> - <u>8</u> - <u>8</u>	14 - A	I4-B	5	16-A	16-B	17	8	<u>6</u>	20	21	22	23	24	ч С	26	27	28	29												EGEND	RAMP N	Γ	$\succ$			RA		RAMPS			S =	SSION PLACEMENT	AUUACE

CURB RAMP LOCATION

CURB R EX UTIL EX FIRE EX STR EX STR EX TRE EX STR EX CUR CURB F

LS SION PLACEMENT ASSAGEWAY DETAILS MPAMP MPAMP MP/IM REFUC





## MOBK BY CITY FORCES

				PIEW MAIN OR UTILITY	st ac water main
C-2000 CONCRETE	L0I-M			SLURRY CRADLE	g
MAIN         MINIMUM BEARING AREA IN           MAIN         SQUARE METERS (SQUARE FOOT)           SIZE         SQUARE METERS (SQUARE FOOT)           0 mm (4")         0.4 (4)           0 mm (6")         0.4 (4)           0 mm (8")         1.1 (12)           00mm (8")         1.1 (12)           00mm (10")         1.6 (17)           00mm (12")         2.2 (24)           00mm (16")         5.2 (55.86)		S. MIN		SLURRY CRADLE	EXIST AC WATER MAIN
F) AND 15 CATIONS F BEARING A	3) SLURRY 3) SLURRY	TO SPECIFICA SHALL BE PL	ELEVATIC ELEVATIC PROTECTION OF LOW STRENGTH FIRMLY COMPACTE	DN SECTION EXISTING FACILITIES MATERIAL CLSM (100-E-100) ED BACKFILL	
NST WETTED UNDISTURBED SOIL SPECIFICATIONS			PIPE SUPPO UNDERCUT AC	PPORT FOR C WATER MAIN scale	
OR TABLE FOR 16"	AND LAR	GER WAT	ER MAINS		
F TYPE OF APPURTENANCE	DESIGN PRESSURE	TOTAL THRUST (Ib)	ASSUMED SOIL CAPACITY	MINIMUM BEARING AREA (sq.ft.), SEE NOTE 3 BELOW OR VOLUME OF BLOCK (cu.ft.)	
30" WTR CROSS I6"×8" TEE	235 lb/sq.in. 235 lb/sq.in.	267,283 Ib I5,II7 Ib	1500 lb/sq.ft. 1500 lb/sq.ft.	267 sq.ft. 23 sq.ft.	
16"×8" TEE	1 1	15,117 Ib	1500 lb/sq.ft.	1 1	
16" X 16" TEE	235 lb/sq.in.	55,881 lb	1500 lb/sq.ft.	1 1	
-OCKS, DETAILS AND NOTES SEE 4 FOR ADDITIONAL REQUIREMENT BLOCKS, THE DEPTH OF THE TI	WT-OI. S. HRUST BLOCKS	SHALL BE HALF	OF THE TRENCH WID	WIDTH PLUS 12" EMBEDMENT.	-13 13
			S	WATER GROUP JOB	928
			MISC. 0	CONSTRUCTION DETAIL	S SHEET
			CITY OF SAN ENGINEERING AND CAF SHEFT 14	DIEGO, CALIFORNIA PITAL PROJECTS DEPARTMENT	water wbs. <u>B-10188</u> sewer wbs
		(	APPROVED: APPROVED: FOR CITY ENGINEER DESCRIPTION	VE IS SHEELS II/17/II DATE Y APPROVED DATE FILMED	SUBMITED BY: REGAN OWEN ASSOCIATE ENGINEER CHECKED BY:
			ORIGINAL		REYNALDO DEGUZMAN PROJECT ENGINEER SEE SHEETS CCS27 COORDINATE
		× 4			
		AT OF CALIFORNIA	CONTRACTOR	DÀTE STARTED DÀTE COMPLETED	36444-14-D

MISC. CONSTRUCTION DETAILS SHEET





		S:	NOTES:
oncrete	The specific weight of concrete Safety Factor = 1.5	* The specifi Safety Fac	
THRUS	PVC / 16"	391+40.00	07
THRUS	PVC / 16"	32+95.90	06
THRUS	PVC / 16"	12+87.91	
THRUS	PVC / 16"	12+79.91	03
THRUS	PVC / 30"	00°00+1	02
TYPE ( BLOCI	PIPE TYPE	PIPE STATIONING	SHEET NO.
ANCH	THRUST/ANCH		



	C-14 OB 928 COORDINATES	WATER B-10188 Was sewer Sewer Sewer Nummed Br.: Associate engineer Associate engineer Cecked DWEN Associate engineer PROJECT ENGINEER PROJECT ENGINEER CCS27 COORDINATE CCS23 COORDINATE CCS23 COORDINATE CCS33 COORDINATE CCS33 COORDINATE
Monroe & Monroe Monroe & Madison	WATER GROUP JOB HORIZONTAL ALIGNMENT CO	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET IS OF IS SHEETS PROVED FOR CITY ENGINER FILMED ORIGINAL BY APPROVED DATE FILMED ORIGINAL RD/AD DATE FILMED ORIGINAL DATE STARTED
08 09 00 00 00 00 00 00 00 00 00	INOH	CITY OF ENGINEERING SH APPROVED: SH SH SH SH SH SH SH SH SH SH SH SH SH
Alignment Name: Sheet ( Alignment Strich Northing East) Station Northing East) Element: Linear POB (133) 1+60:00 B5644 P1(134) 1+68:56 B8565117 Cangential Direction: 6.01 Cangential Length: 273252 Cangential Direction: 6.01 Cangential Di		

HORIZONTAL ALIGNMENT COORDINATES

MADISON

and CapitalProjects/Projects/BI0188 Water Group Job 928/Design/Drafting/GJ928 Water.alg

in feet unless specified otherwise.

MADISON MONROE Element: Linear PI(128) 33+65.57 1857865.94 6291085.78 POE (129) 33+80.00 1857880.36 6291085.82 Tangential Direction: 0.00 Tangential Length: 14.43  $\sim$ Element: Linear PI(131) 39+02.97 1858403.33 6291087.47 POE (132 ) 39+07.09 1858407.45 6291087.49 Tangential Direction: 0.00 Tangential Length: 4.12 Element: Linear POB (124 ) 27+00.00 1857200.38 6291082.10 P1(125 ) 29+77.57 1857477.94 6291083.71 Tangential Direction: 0.01 Tangential Length: 277.57 ထ့ 6291083.71 6291085.45 6291085.45 6291085.57 6291085.57 6291085.78 Element: Linear POB (129 ) 33+80.00 1857880.36 6291085. P1(130 ) 36+57.86 1858158.22 6291086.70 Tangential Direction: 0.00 Tangential Length: 277.86 2 6291086.70 6291087.47 Be† е + Ш Alignment Name: Sheet 07 Alignment Description: 30th Alignment Style: Default Station Northing Easting Alignment Name: Sheet 06 Alignment Description: 30th Alignment Style: Default Station Northing Easting Element: Linear PI(125)29+77.571857477.946 PI(126)32+74.541857774.906 Tangential Direction:0.01 Tangential Length:296.97 Element: Linear PI(126)32+74.54 1857774.906 PI(127)32+95.901857796.266 Tangential Direction: 0.01 Tangential Length: 21.36 Element: Linear PI(127)32+95.901857796.266 PI(128)33+65.571857865.946 Tangential Direction:0.00 Tangential Length:69.67 Element: Linear PI(130) 36+57.86 1858158.22 6 PI(131) 39+02.97 1858403.33 62 Tangential Direction: 0.00 Tangential Length: 245.11 MEADE MONROE ∞ CAJON ళ MEADE Element: Linear PI(123 ) 26+86.49 1857186.87 6291082.02 POE (124 ) 27+00.00 1857200.38 6291082.10 Tangential Direction: 0.01 Tangential Length: 13.51 Element: Linear POB (118) 20+20.00 1856520.39 6291078.13 PI(119) 22+98.011856798.39 6291079.74 Tangential Direction: 0.01 Tangential Length: 278.01 8.13 Element: Linear POB (113 )13+40.00 1855840.40 6291074.16 P1(114 )13+65.30 1855865.70 6291074.30 Tangential Direction: 0.01 Tangential Length: 25.30 ) 6291074.30 6291075.72 81.97 82.02 Ц Element: Linear PI (120 ) 25+90.43 1857090.81 6291081.46 PI (121) 26+09.99 1857110.37 6291081.57 Tangential Direction: 0.01 Tangential Length: 19.56 4 6291075.72 6291077.53 Element: Linear PI(II7 ) 20+00.00 I856500.416291078.01 POE (II8 ) 20+20.00 I856520.39 629107 Tangential Direction: 0.01 Tangential Length: 19.98 Element: Linear PI(121) 26+09.99 1857110.37 6291081.57 PI(122 ) 26+78.46 1857178.83 6291081.97 Tangential Direction: 0.01 Tangential Length: 68.47 Element: Linear PI(119) 22+98.011856798.39 6291079.74 PI(120) 25+90.43 1857090.816291081.46 Tangential Direction: 0.01 Tangential Length: 292.42 Q Element: Linear PI(116) 19+16.65 1856417.03 6291077.53 PI(117) 20+00.00 1856500.41 6291078.01 Tangential Direction: 0.01 Tangential Length: 83.38 Alignment Name: Sheet 05 Alignment Description: 30th Bet Alignment Style: Default Station Northing Easting Bet 910 t Name: Sheet 04
t Description: 30th B
t Style: Default
Northing Easting ΝŇ Element: Linear PI(122)26+78.46 1857178.836 PI(123)26+86.49 1857186.876 Tangential Direction: 0.01 Tangential Length: 8.03 ى ى Element: Linear PI(114)13+65.301855865.706 PI(115)16+07.651856108.046; Tangential Direction: 0.01 Tangential Length: 242.34 Element: Linear PI(II5)16+07.651856108.046 PI(II6)19+16.651856417.036 Tangential Direction: 0.01 Tangential Length: 309.00 Alignment Alignment Alignment Station 1

ADAMS

	i:l:27pm ject: GJ928 Wate cription: Water Name: pw://PR0. t Revised: ADejo t Grid Factor:	Alignment Name: Sheet 02 Alignment Description: 30th Bet POLK & HOWARD Alignment Style: Default Station Northing Easting	Element: Linear POB (100 ) 1+00.00 1854600.42 6291066.93 P1(101) 1+52.07 1854652.48 6291067.24 Tangential Direction: 0.01 Tangential Length: 52.07	Element: Linear PI(101)1+52.071854652.486291067.24 PI(102)2+43.801854744.216291067.77 Tangential Direction:0.01 Tangential Length:91.73	Element: Linear PI(102)2+43.801854744.216291067.77 PI(103)3+75.451854875.866291068.54 Tangential Direction:0.01 Tangential Length:131.65		Linear 4+52.111 6+08.81 101 Ce	Element: Linear PI(105)6+08.811855109.226291069.90 PI(106)7+15.001855215.416291070.52 Tangential Direction:0.01 Tangential Length:106.19	Element: Linear PI(106 ) 7+15.00 1855215.41 6291070.52 POE (107 ) 7+20.00 1855220.41 6291070.55 Tangential Direction: 0.01 Tangential Length: 5.00	Alignment Name: Sheet 03 Alignment Description: 30th Bet HOWARD & EL CAJON Alignment Style: Default Station Northing Easting	Element: Linear POB (107 ) 7+20.00 1855220.416291070.55 P1(108 ) 7+48.64 1855249.05 6291070.72 Tangential Direction: 0.01 Tangential Length: 28.64	Element: Linear PI(108 ) 7+48.64 1855249.05 6291070.72 PI(109 ) 9+95.25 1855495.66 6291072.15 Tangential Direction: 0.01 Tangential Length: 246.61	: Line 9+95 2+79; 1al Di 1al Le	Element: Linear PI ( 110 ) 12+79.91 1855780.31 6291073.81 PI ( 111 ) 12+87.91 1855788.31 6291073.86 Tangential Direction: 0.01 Tangential Length: 8.00	Element: Linear PI(III) 12+87.911855788.316291073.86 PI(II2) 13+33.34 1855823.74 6291074.07 Tangential Direction: 0.01 Tangential Length: 35.43	Element: Linear PI(112 )13+33.34 1855823.74 6291074.07 POE (113 )13+40.00 1855840.40 6291074.16 Tangential Direction: 0.01 Tangential Length: 16.66
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