Mr. David Spindler, CEO PK Mechanical Systems, Inc. 21335 Bundy Canyon Road Wildomar, CA 92595

# City VI Dan Die 60 P: (951) 245-5537 F:(951) 226-1171

CONTRACTOR'S NAME:		
ADDRESS:		
TELEPHONE NO.:	FAX NO.:	
CITY CONTACT: Damian Singleton, Co	ontract Specialist, Email: Dsingleton@sandiego.gov	
Phone No. (619) 533-	-3482, Fax No. (619) 533-3633	
J Jarrell / R Bustamante / L	LJI	

**CONTRACT DOCUMENTS** 

**FOR** 

**ORIGINAL** 



# **WATER GROUP 962**

VOLUME 1 OF 2

BID NO.:	K-15-1295-DBB-3	
SAP NO. (WBS/IO/CC):	B-12077	
CLIENT DEPARTMENT:	2000	
COUNCIL DISTRICT:	2	
PROJECT TYPE:	KB	

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

- > PHASED-FUNDING
- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ➤ PREVAILING WAGE RATES: STATE ☐ FEDERAL ☐
- > APPRENTICESHIP

#### **BID DUE DATE:**

2:00 PM **MARCH 3, 2015 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS** 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

### **ENGINEER OF WORK**

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

For City Engineer

A Date

Seal



#### TABLE OF CONTENTS

DI	ESC	CRIPTION	PAGE NUMBER
1.	NC	OTICE INVITING BIDS	4
2.	CC	ONTRACT FORMS AGREEMENT:	
	1.	Contract Forms	17
3.	CC	ONTRACT FORMS ATTACHMENTS:	
	2.	Performance Bond and Labor and Materialmen's Bond	20
	3.	Drug-Free Workplace	22
	4.	American with Disabilities Act (ADA) Compliance Certification	23
	5.	Contractor Standards - Pledge of Compliance Certificate	24
	6.	Affidavit of Disposal Certificate	25
4.	ΑT	TTACHMENTS:	
	A.	SCOPE OF WORK	27
	В.	PHASED FUNDING	29
	C.	EQUAL OPPORTUNITY CONTRACTING PROGRAM	32
	D.	INTENTIONALLY LEFT BLANK	36
	E.	SUPPLEMENTARY SPECIAL PROVISIONS	37
		SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES	58
		1. Appendix A – Notice of Exemption	59
		2. Appendix B - Fire Hydrant Meter Program	61
		3. Appendix C - Materials Typically Accepted by Certificate of Complia	nce75
		4. Appendix D - Sample City Invoice	77
		5. Appendix E - Location Map	79
		6. Appendix F - Adjacent Projects	81
		7. Appendix G - Hydrostatic Discharge Form	85
		8. Appendix H - Site Maps and Schedule of Work	87
	172	INTENTIONALLY LETT DI ANIZ	100

#### CITY OF SAN DIEGO, CALIFORNIA

#### NOTICE INVITING BIDS

- 1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracts at the location, time, and date shown on the cover of these specifications for performing work on **Water Group 962** (Project).
- 2. SUMMARY 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 in ATTACHMENT A.
- 3. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

#### 4. SUBCONTRACTING PARTICIPATION PERCENTAGES:

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:

SLBE participation
 ELBE participation
 Total mandatory participation
 22.3%

- 4.2. The Bidders are strongly encouraged to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <a href="http://www.sandiego.gov/eoc/">http://www.sandiego.gov/eoc/</a>
  - **4.2.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
  - **4.2.2.** Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.
- **4.3.** For additional Equal Opportunity Contracting Program requirements, see Attachment C.

#### 5. PRE-BID MEETING:

- 5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracts, Conference Room at 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101 at 10:00 A.M., on February 4, 2015.
- **5.2.** All potential bidders are encouraged to attend.
- 5.3. 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 Contracts at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

#### 6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 6.1. Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnlineTM hosted by PlanetBids System. For additional information go to:
  - http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml.
- 6.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 7. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- 8. PREVAILING WAGE RATES: Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
  - **8.1.** Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
  - 8.2. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at

- http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- 8.3. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
- **8.4. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- **8.5. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's webbased Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- **8.6. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 8.7. Working Hours. Contractor and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- **8.8.** Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

- **8.9. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **8.10.** Labor Compliance Program. The City has its own Labor Compliance Program as authorized by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred.
- 9. BIDDERS MUST REGISTER WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR): Pursuant to Labor Code section 1725.5 (with limited exceptions under Labor Code section 1771.1(a)):
  - 9.1. No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations.
  - 9.2. No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial
  - **9.3.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### 10. INSURANCE REQUIREMENTS:

- **10.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **10.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

#### 11. PREQUALIFICATION OF CONTRACTORS:

11.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed non-responsive and ineligible for award. Complete information and prequalification questionnaires are available at:

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

- 11.2. 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 Contracts, Prequalification Program, 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- **12. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

- 13. 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.
- 14. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- 15. **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.
- **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

#### 17. AWARD PROCESS:

- **17.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 17.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 17.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 18. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid non-responsive and ineligible for award.
- 19. AVAILABILITY OF PLANS AND SPECIFICATIONS: Contract Documents may be obtained by visiting the City's website: <a href="http://www.sandiego.gov/cip/">http://www.sandiego.gov/cip/</a>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.

#### 20. SUBMISSION OF QUESTIONS:

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

Public Works Contracts
1010 Second Avenue, 14<sup>th</sup> Floor
San Diego, California, 92101
Attention: [Contract Specialist listed on the front cover hereof]

OR:

Email address of the Contract Specialist listed on the front cover hereof.

- **20.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **20.3.** Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- **20.4.** 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.

- 21. ELIGIBLE BIDDERS: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 22. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
- 23. 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.
  - 23.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (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 entire specifications for the bid package do not need to be submitted with the bid.
  - 23.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
  - 23.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract 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.
  - 23.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

#### 24. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):

- 24.1. Bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% total bid amount.
- **24.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 24.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

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

#### 25. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **25.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **25.2.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- **25.3.** 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.
- 25.4. 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.
- 25.5. 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 Public Works Contracts 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."
- 25.6. 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.
- **25.7.** 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 Proposal.
- **25.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

#### **26. BID RESULTS:**

**26.1.** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page <a href="http://www.sandiego.gov/cip/index.shtml">http://www.sandiego.gov/cip/index.shtml</a>, with the name of the newly designated Apparent Low Bidder.

26.2. 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. Bid results cannot be given over the telephone.

#### 27. THE CONTRACT:

- **27.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 27.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 27.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 27.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 27.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. 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.
- 28. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

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

#### 30. PRE-AWARD ACTIVITIES:

- **30.1.** The selected contractor by the City to execute a contract for this Work 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.**
- **30.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

#### 31. PHASED FUNDING:

For additional Phased Funding Provisions, see Attachment B.

#### 32. ADDITIVE/DEDUCTIVE ALTERNATES:

- 32.1. The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make decision prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).
- **32.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

#### 33. REQUIRED DOCUMENT SCHEDULE:

- 33.1. The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.
- **33.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA45 - Subcontractors Additive/Deductive Alternate
9.	WITHIN 3 WORKING DAYS OF BID OPENING	ALL BIDDERS	SLBE Good Faith Efforts Documentation
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
11.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Phased Funding Schedule Agreement (when required)
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Pre-Award Schedule (Phased Funded Contracts Only)
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture:  • Joint Venture Agreement  • Joint Venture License
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
21.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
22.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

# CONTRACT FORMS AGREEMENT

#### CONTRACT FORMS

#### **CONSTRUCTION CONTRACT**

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

- 1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) Phase Funding Schedule Agreement, Long Term Revegetation Maintenance Contract, Long-Term Warranty Contract.
  - (e) That certain documents entitled <u>Water Group 962</u> on file in the office of the Public Works Department as Document No. **B-12077** as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Water Group 962**, Bid Number **K-15-1295-DBB-3**, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

## **CONTRACT FORMS (continued)**

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM AND LEGALITY
By Stytho Canus	Jan I. Goldsmith, City Attorney  By Alas Le Dana, fr.
Print Name: Stephen Samara Principal Contract Specialist (Acting)	Print Name: <u>Fedro De Lava, Tr.</u> Deputy City Attorney
Date:	Date: 5/7/15
CONTRACTOR  By D. Smer	
Print Name: David Spindler  Title: CEO	
Date:4/14/15	
City of San Diego License No.: <u>B2013064035</u>	
State Contractor's License No · 810564	

# CONTRACT FORMS ATTACHMENTS

EXECUTED IN TRIPLICATE BOND NO. 1001005955 PREMIUM: \$21,546.00

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

# CONTRACT FORMS ATTACHMENTS PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

PK MECHANICAL SYSTEMS, INC. , a corporation, as principal, and U.S. SPECIALTY INSURANCE COMPANY , a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of TWO MILLION ONE HUNDRED FORTY-NINE THOUSAND DOLLARS AND 00/100 (\$2,149,000.00) for the faithful performance of the annexed contract, and in the sum of TWO MILLION ONE HUNDRED FORTY-NINE THOUSAND DOLLARS AND 00/100 (\$2,149,000.00) for the benefit of laborers and materialmen designated below.

#### Conditions:

If the Principal shall faithfully perform the annexed contract <u>Water Group 962</u> Bid Number <u>K-15-1295-DBB-3</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 ATTACHMENTS (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

ated	APRIL 9, 2015	
pproved as to For	m and Legality	PK MECHANICAL SYSTEMS, INC. Principal By D-Snul
		DAVID R. SPINDLER, CEO Printed Name of Person Signing for Principal
I. Goldsmith, C. Length	ity Attorney  Location Attorney	U.S. SPECIALTY INSURANCE COMPANY Surety
	J	By OHN G. MALONEY, Attorney-in-fact
proved:		601 SOUTH FIGUEROA STREET, SUITE 1600 Local Address of Surety
Principal Cont	ract Specialist (Acting)	Local Address (City, State) of Surety
		310/649-0990 Local Telephone No. of Surety
	PREMIUM IS FOR CONTRACT I AND IS SUBJECT TO ADJUSTM BASED ON FINAL CONTRACT F	
		Bond No. 1001005955

	X07X0XX0XX0XX0XX0XX0XX0XX0	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
A notary public or other office document to which this certific	er completing this cert ate is attached, and n	tificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document.
State of California		,
County ofSAN DIEGO	)	)
		MICHELLE M. BASUIL, NOTARY PUBLIC
On <u>4/9/2015</u> Date	before me,	Here Insert Name and Title of the Officer
personally appeared		JOHN G. MALONEY
регоопану арреатес		Name( <del>s)</del> of Signer( <del>s</del> )
subscribed to the within ins his/her/their authorized capa	strument and ackn icity <del>(iec)</del> , and that b	ory evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
		I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
MICHELLE M. BA COMM # 2034 SAN DIEGO COI NOTARY PUBLIC-CAL MY COMMISSION I AUG. 24, 20	911 UNTY LIFORNIA Z EXPIRES "	Signature Michaele M. Basin C Signature of Notary Public
	tional, completing t	OPTIONAL  this information can deter alteration of the document or this form to an unintended document.
		uns form to an unintended document.
Description of Attached Do		Document Date:
		Than Named Above:
☐ Individual  ☐ Attorne	IÁLONEY s): General ey in Fact án or Conservator	Signer's Name:









#### POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURFEY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John G. Maloney, Mark D. Iatarola or Helen Maloney of Escondido, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby-conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*\*Fifteen Million\*\*\*\*\*\*

Dollars (\$ \*15,000,000.00\* ).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

Corporate Seals

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY









By:

Daniel P. Aguilar, Vice President

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

State of California County of Los Angeles SS

On this 1st day of December, 2014, before me, Maria G. Rodriguez Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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 he executed the same in his authorized capacity, and that by his 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. WITNESS my hand and official seal.

Signature



Seal)



MARIA G. RODRIGUEZ-WONG
Commission #2049771
Notary Public California

Los Angeles County

My Comm. Expires Dec 20, 2017

I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this  $\frac{9 \mathrm{TH}}{100}$  day of APRIL , 2015

Corporate Seals

Bond No. 1001005955 Agency No. 4013









Michael Chalekson, Assistant Secretary

#### Kan't Kopy® K1 Security Paper

- Hidden Pantograph
- Color Match
   Artificial Watermark
- Anti-Copy Coin Rub
   Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

# Kan't Kopy® K1 Security Paper

- · Hidden Pantograph
- Color Match
   Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint ProtectionAcid Free

## Kan't Kopy<sup>®</sup> K1 Security Paper

- Hidden Pantograph
- Color Match
   Artificial Watermark
- Anti-Copy Coin Rub
   Erasure Protection
- Security Features Box
   Microprint Protection
- Acid Free

#### Kan't Kopy" K1 Security Paper

- Hidden PantographColor Match

- Artificial Watermark
   Anti-Copy Coin Rub
   Erasure Protection
   Security Features Box
- Microprint Protection
- Acid Free

### **CONTRACTOR CERTIFICATION**

#### DRUG-FREE WORKPLACE

PROJECT TITLE:	Water Group 962
	niliar with the requirements of San Diego City Council Policy No. 100-17 place as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free perifications, and that;
PK Mech	anical Systems, Inc.
	(Name under which business is conducted)
subcontract agreement for this	kplace program that complies with said policy. I further certify that each sproject contains language which indicates the subcontractor's agreement to divisions a) through c) of the policy as outlined.
	Signed D. Smi
	Printed Name David Spindler
	Title CEO

### **CONTRACTOR CERTIFICATION**

# AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE:	Water Group 962
recarding the American W	familiar with the requirements of San Diego City Council Policy No. 100-4 (ith Disabilities Act (ADA) outlined in the WHITEROOK Section 7-13.2 s Act", of the project specifications, and that;
Р	K Mechanical Systems, Inc.
	(Name under which business is conducted)
	ogram that complies with said policy. I further certify that each subcontract contains language which indicates the subcontractor's agreement to abide by as outlined.
	Signed
	Printed Name David Spindler
	m: 1 OFO

### **CONTRACTOR CERTIFICATION**

## CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE:	Water	Group 962
requirements of City of San D	iego Municipal ( 17-13.4, ("Contr	am authorized to make this certification on behalf on the contractor, that I am familiar with the code § 22.3224 regarding Contractor Standards as outlined ractor Standards"), of the project specifications, and that its.
I further certify that each of the name of the value has completed a Pleowith City of San Diego Municipal City of	ige of Compilar	ubcontractors whose subcontracts are greater than \$50,000 ace attesting under penalty of perjury of having complied 224.
Dated this <u>14th</u> Day o	of April	
	Signed /	
	Printed Name_	David Spindler
	Title	CEO

# **AFFIDAVIT OF DISPOSAL**

WHEREAS, on the	DAY OF		, 2	the
undersigned entered i	nto and executed a contr	act with the City of	San Diego, a municip	al corporation, for:
			w .	
		<u>Park Green Parki</u> Name of Project)	ng Lot	
	(1	value of Froject)		
(WBS/IO/CC) <b>B-110</b> affirm that "all brush,	ribed in said contract 669 and WHEREAS, the trash, debris, and surple and WHEREAS, said co	ne specification of s as materials resulting	said contract requires g from this project hav	the Contractor to been disposed of
under the terms of sa	E, in consideration of the contract, the undersign ontract have been disposed.	ned Contractor, does	s hereby affirm that a	
		,		
	1. 1.0 1.	. 11 11 1	1 1	
and that they have be	en disposed of according	g to all applicable lav	ws and regulations.	
Dated this	DAY OF		<u></u> •	
h-	Page No Com	tractor		
by	Con	uractor		
ATTEST:	• .	•		
State of				
for said County and S	DAY OF State, duly commissioned ne scribed thereto, and acl	land sworn nersons	illy appeared	
Notary Public in and	for said County and Stat	te		
Allied Gardens Park Gr Affidavit of Disposal Volume 1 of 2 (Rev. De	een Lot			<b>25</b>   Page

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA	1		
County of San Diego	<b>}</b>		
On 2/24/15 before me, Dana l	L. Michaelis , Notary Public, sert Name of Notary exactly as it appears on the official seal		
personally appeared Mir Moshiri	Name(s) of Signer(s)		
DANA L. MICHAELIS Commission # 1980195 Notary Public - California San Diego County	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of		
My Comm. Expires Jun 27, 2016	the State of California that the foregoing paragraph is true and correct.		
Place Notary Seal Above	Witness my hand and official seal.  Signature Signature of Notary Public Dana L. Michaelis		
	OPTIONAL		
Though the information below is not required by and could prevent fraudulent removal  Description of Attached Document	law, it may prove valuable to persons relying on the document and 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 Trustee Guardian or Conservator Other: Top of thumb her	☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner ☐ Limited ☐ General  RINT ☐ Attorney in Fact ☐ Trustee   OF SIGNER		
Signer is Representing:	Signer is Representing:		

### **ATTACHMENTS**

Water Group 962 Attachments Volume 1 of 2 (Rev. Dec. 2014)

# ATTACHMENT A SCOPE OF WORK

#### SCOPE OF WORK

- 1. SCOPE OF WORK: This is a NO Plans Project. Replace existing 8-inch, 12-inch and 16-inch water mains and install approximately 1.07 miles of new 8-inch and .46 of 12-inch water mains and appurtenances, including associated water services, fire hydrants and curb ramps.
  - **1.1.** The Work shall be performed in accordance with:
    - **1.1.1.** The Notice Inviting Bids inclusive.
- 2. CONSTRUCTION COST: The City's estimated construction cost for this contract is \$2,522,713.
- 3. LOCATION OF WORK: See Location Map per Appendix E
- 4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **223 Working Days**.
- 5. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate licenses at the time that the Bid is submitted. Failure to possess the specified licenses shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required licenses at the time of Bid.
  - **5.1.** The City has determined the following licensing classifications for this contract:

Option	Classification(s)	
1	CLASS A	
2	CLASS C34	

**5.2.** The Bidder shall satisfy the licensing requirement by meeting <u>at least</u> one of the listed options.

# ATTACHMENT B PHASED FUNDING PROVISIONS

#### PHASED FUNDING PROVISIONS

#### 34. PHASED FUNDING:

- 34.1. For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- **34.2.** The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- 34.3. If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, then within 5 Working Days after receiving notice, the next Apparent Low Bidder must provide the Pre-Award Schedule. This process will continue until the City has selected the Apparent Low Bidder or have decided to reject all Bids.
- 34.4. The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Within 22 Working Days from the date of the Bid Opening or notice to the next Apparent Low Bidder (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to you when you are selected as the Apparent Low Bidder as defined in the City's Municipal Code, §22.3003.
- 34.5. At the City's request, you must meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss his or her comments and requests for revision to the Pre-Award Schedule.
- 34.6. Your failure to perform the following may result in the Bid being rejected as non-responsive:
  - 1. meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
  - 2. revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
  - 3. execute the first Phased Funding Schedule Agreement within a day after receipt.

#### PHASED FUNDING SCHEDULE AGREEMENT

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount
1	Replace 7,030 LF of existing 8-inch, 12-inch and 16-inch diameter AC water pipeline with approximately 8,133 LF of 8-inch/12-inch PVC pipe. The work also includes curb ramps and street resurfacing. (Appendix H of specification: Schedule of work)	05/2015	05/2016	\$2,149,000.00
	,			
			Total	\$2,149,000.00

Notes:

- (1)
- City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies. The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on (2) BID SCHEDULE 1 - PRICES.
- This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the (3) CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO	CONTRACTOR
By: Mary May	By: D. Sner
Name: MERYL JIMEN EZ	Name: David Spindle
Project Manager	_
Department Name: PUBLIC WORK	Title: CEO
Date: 4/6/15	Date: 4/4/15
, ·	• (

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

# ATTACHMENT C EQUAL OPPORTUNITY CONTRACTING PROGRAM

#### **EQUAL OPPORTUNITY CONTRACTING PROGRAM**

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its entirety, and SUBSTITUTE with the following:

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

#### 1. Nondiscrimination in Contracting Ordinance.

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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 clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

- 2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against 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.
- 3. 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.
- 4. 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 §§22.3501 through 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, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

#### E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

- 2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
- 3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  - 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
  - 2. The Contractor reviews its EEO Policy, at least annually, with all onsite supervisors involved in employment decisions.
  - 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  - 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
  - 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

- 6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
- 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
- 8. The Contractor disseminates its EEO Policy to union and community organizations.
- 9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
- 10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- 11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- 12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
- 13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
- 14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
- 15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
- 16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

# ATTACHMENT D INTENTIONALLY LEFT BLANK

# ATTACHMENT E SUPPLEMENTARY SPECIAL PROVISIONS

#### SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
- 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).

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

#### 1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplement, ADD the following:

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

#### SECTION 2 - SCOPE AND CONTROL OF WORK

- 2-3.2 **Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You must perform, with your own organization, Contract work amounting to at least 50% 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 award.
  - 2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

#### 2-5.3.1 General. To the City Supplement, ADD the following

- 7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
  - The product type or category is not in the AML. a)
  - The AML does not list at least two available manufacturers of the b) product.
  - The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

38 | Page

Attachment E - Supplementary Special Provisions

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City's submittal form.

The Product Submittal Form is available for download at:

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

#### **2-9.2 Survey Service.** DELETE in its entirety and SUBSTITUTE with the following:

The Contractor through a licensed surveyor shall perform and be responsible for the accuracy of surveying the new water main and all its appurtenances. The following items shall be included in the survey file:

- 1. All projects based on NAD83 (Zone 6 epoch 91.35), CCS27coordinates & MSL elevations (NGVD29).
- 2. Street center line and (record width) right-of-way will be shown.
- 3. Project geometry (.alg) files will be generated for use in InRoads.
- 4. 3D surface model (.DTM, break line and spot elevation) file.
- 5. Spot Elevations of the new main at each intersection, midblock and for any change in grade
- 6. Monuments
- 7. Right of Way lines
- 8. Curb Lines (top curb and gutter)
- 9. Water Valves
- 10. Water Meters
- 11. Water Vaults/Manholes
- 12. Fire Hydrants

The Contractor shall use the above survey information to produce the Red -lines drawings as described in section 2-5.4 "Red-Lines and Record Documents." The Survey information shall be provided to the Engineer on a CD along with the Red-lines drawings.

Full compensation for performing survey service on the new water main shall be included in the contract Bid item for "Survey Services".

#### **2-14.3 Coordination.** To the City Supplement, ADD the following:

Other adjacent City projects are scheduled for construction for the same time period in the vicinity of this contract. See Appendix "F" for approximate location. Coordinate the Work with the adjacent projects as listed below:

- a) Project Block 6DD1, Mario Reyes or Resident Engineer (619-533-7426)
- b) Pipeline Rehabilitation Phase F-2, Parita Ammerlahn, (619-533-4162)
- c) Sewer Group Job 795, Jericho Gallardo, (619-533-7523)

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

#### **4-1.3.6 Preapproved Materials.** To the City Supplement, ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

#### SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

#### **General.** To the City Supplement, ADD the following:

- 5. For Water projects where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Contractor shall plan and schedule work accordingly. No additional payment or working days will be granted for delays due to this moratorium.
- 6. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

#### 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 the Contract.

#### 7-3.1 Policies and Procedures.

- 1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You 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 the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
- 4. 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.

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

#### 7-3.2 Types of Insurance.

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

- 1. Commercial General Liability Insurance 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.
- 2. 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).
- 3. 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.
- 4. 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.

- 1. 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").
- 2. All costs of defense must be outside the limits of the policy.

#### 7-3.2.3 Contractors Pollution Liability Insurance.

- 1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
- 2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
- 3. For approval of a substitution of Subcontractor's insurance, you must certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible must not exceed \$25,000 per claim.
- 4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
- 5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
- 6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

#### 7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.

- 1. You must provide at your expense or require Subcontractor to provide, as described below Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
- 2. All costs of defense must be outside the limits of the policy. The deductible must not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you must be approved separately in writing by the City.

42 | Page

- 3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
- 4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies must be procured before the Work commences and must be maintained for the duration of this contract. Claims Made policies must be procured before the Work commences, must be maintained for the duration of this contract, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work under this contract without advancing the retroactive date.
- 5. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.
- 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 Approved Surplus Lines Insurers (LASLI 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.

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.

#### 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.
- c) 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.
- d) 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 your 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 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.

#### 7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

#### 7-3.5.3.1 Additional Insured.

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.
- 7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.
- 7-3.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.
- 7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

#### 7-3.5.4.1 Additional Insured.

a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case

- where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.
- 7-3.5.4.2 Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.
- 7-3.5.4.3 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.
- **7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- 7-3.8 **Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- **7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).
  - 1. For contracts with required engineering services (e.g., <u>Design-Build</u>, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its 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.

- 2. 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.
- 3. 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.

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

3. By signing and returning the 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 must 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:

1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.

7-10.2.2.3 Engineered Traffic Control Plans Provided by the Contractor. To the City Supplement, ADD the following:

Engineered "D" size TCP are required for the following areas:

- 1. Moraga Avenue
- 7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 3/4".
- 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

7-16 COMMUNITY LIASON. To the City Supplement, DELETE in its entirety and SUSBTITUTE with the following:

#### ADD:

#### 7-16 COMMUNITY OUTREACH.

#### **7-16.1** General.

- 1. To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
- 2. The Contractor will perform the community outreach activities required throughout the Contract Time.
- 3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project. Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDShare site:

http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx

- 4. The Contractor shall execute the Information Security Policy Acknowledgement Form For Non-City Employees within 15 days of the award of the Contract if:
  - a) The contact information for the Contractor is made available on any outreach materials or:
  - b) The Contractor will be the primary point of contact to resolve project related inquiries and complaints.

#### 5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDShare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDShare site within 24 hours.

Copies of email communications shall be saved on to the City's SDShare site as individually as an Outlook Message Format (\*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

6. **When specified**, present your Exclusive Community Liaison to the Engineer, in writing, within 15 days of the award of the Contract.

#### 7-16.2 Submittals.

- 1. The Contractor shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
  - a. Prior to distributing or mailing, the Contractor shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval.
  - b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer.
- 2. The Contractor will use the City's SDShare site to identify and summarize communications (via phone, in person, and email) with the public the within 24 hours of receipt, even if the Contractor's response to the individual is still incomplete. The Contractor will upload to the City's SDShare site copies of all written, electronic, and verbal communications and conversations with the public.

#### 7-16.3 Public Notice by Contractor.

1. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets where Work is to be performed at least 5 days before starting the Work as directed by the Resident Engineer.

2. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.

#### 7-16.4 Quality Assurance.

- 1. During the course of community outreach, the Contractor shall ensure the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.), on behalf of the Contractor:
  - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing,
  - b. Possess and display easily verifiable and readable personal identification that identifies the person as an employee of the Contractor,
  - c. Have the interpersonal skills to effectively, professionally, and tactfully represent the project, Contractor, and City to the public.

#### 7-16.5 Communications with the Public.

- 1. The Contractor shall provide updates on construction impacts to the Resident Engineer. The Contractor shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
- 2. The Contractor shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
- 3. At the request of the Resident Engineer, the Contractor shall attend and participate in project briefings at community meetings.
- 4. The Contractor shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

#### 7-16.6 Communications with Media.

- 1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
- 2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
- 3. In the event media representatives arrive near or on the construction site(s), the Contractor shall keep them off the site(s), in a courteous and professional

manner, until a Public Information Officer is available to meet them at an approved location.

- 4. The Contractor shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
- 5. If the City allows members of the media to access a construction site, the Contractor shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
- 6. The Contractor shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
- 7. The Contractor has a right to speak to members of the media about its company and its role on the project. All other questions shall be referred to the City.

#### 7-16.7 Exclusive Community Liaison Services.

If directed to conduct Exclusive Community Liaison Services, the Contractor shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be as follows:

- 1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
- 2. Notify businesses, institutions, property owners, and residents of the commencement of construction activities and utility service interruptions not less than 5 days in advance.
- 3. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
- 4. Prepare and present of materials in coordination with the Resident Engineer (the City's standards and guidelines for the communication materials are available for review by Bidders by sending a request to the Contract Specialist).
- 5. Respond to community questions and complaints related to Contractor activities.
- 6. Write, edit, update, or produce brochures, pamphlets and news releases.
- 7. Provide standard telephone inquiries and e-mail responses:
  - a) Respond to telephone calls and e-mails from the public.
  - b) Record calls and e-mails on the City's SDShare site.
- 8. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
- 9. Attendance at pre-construction, community and stakeholders meetings.

- 7-16.7.1 Exclusive Community Liaison Work Plan. The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) as specified within 15 days of the Award of the Contract.
- 7-16.8 Payment. The Payment for the community outreach and public notices is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services".
- 7-20 **ELECTRONIC COMMUNICATION.** ADD the following:

Virtual Project Manager will be used on this contract.

#### **SECTION 9 - MEASUREMENT AND PAYMENT**

- **9-3.2.5 Withholding of Payment.** To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:
  - i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

#### ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

#### **SECTION 207 - PIPE**

- 207-9.2.3 Fittings. To the City Supplement, ADD the following:
  - 8. Flange gaskets shall be 3.2mm (1/8") thick acrylic or aramid fibers bound with nitrile for all sizes of pipe. Gaskets shall be full-face type with pre-punched holes free of asbestos material. All insulating flange kits require full face gaskets.
- **207-17.2.3 Pipe Manufacturer.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

PVC products as manufactured or distributed by J-M Manufacturing Company shall not be used on the Contract for pressurized pipe **unless specified otherwise**.

**207-26.4 Butterfly Valves.** To the City Supplement, Paragraph (2), DELETE the last sentence.

To the City Supplement, Paragraph (3,) DELETE in its entirety and SUBSTITUTE with the following:

3. The operator shall be manual with a 2" (50 mm) square operating nut, and shall open the valve when turned counterclockwise.

207-27 FUSIBLE NON-PRESSURE POLYVINYLCHLORIDE PIPE. DELETE in its entirety.

#### **SECTION 302 – ROADWAY SURFACING**

**PREPARATORY REPAIR WORK.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

#### 302-3 PREPARATORY REPAIR WORK.

- 1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
- 2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
- 3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2" for Residential streets, and a minimum depth of 3" for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2" for residential streets, and a minimum of 3" for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10" below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base."
- 5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Aggregate Base."
- 6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."
- 7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."

- 8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
- 9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
  - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
  - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
  - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
  - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

#### 302-3.1 Asphalt Patching.

- 1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
- 2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
- 3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
- 4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.

- 5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
- 7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
- 8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 9. Base repairs shall not exceed 20% RAP in content.

#### 302-3.2 Payment.

- 1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.
- 2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
- 3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
- 4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
- 5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
- 6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

- **Damaged AC Pavement Replacement.** To the City Supplement, DELETE in its entirety.
- 302-5.1.2 Measurement and Payment. To the City Supplement, DELETE in its entirety.
- 302-5.2.1 Measurement and Payment. To the City Supplement, item c), ADD the following:

  Imported Subgrade material shall be paid per bid item "Imported Backfill".

#### SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION

**OPEN TRENCH OPERATIONS.** To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

#### **306-1.1.1 General.** ADD the following:

Build the Project in accordance with the water high lining phasing shown on the Plans and in phases as follows:

- 1. Phase I: Moraga Pl between Moraga Ave & Paducah Dr, Paducah Dr between Cadden Dr & Maraga Pl
- 2. Phase II: Southview Drive North of Cadden Dr
- 3. Phase III: Moraga Ave between Ecochee Ave & Kenosha Ave & Ecochee to Cul De Sac
- 4. Phase IV: Moraga Ave between Kenosha Ave & Monair Dr
- 5. Phase V: Kenosha Ave south of Moraga Ave
- 6. Phase VI: Elsinore Pl between Moraga Ave & Kenosha Ave

- **Water Pressure Test.** To the City Supplement, Paragraph (2), DELETE and SUBSTITUE with:
  - 2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.

Specified test pressure for Class 235 pipe will be 150 psi

Specified test pressure for Class 305 pipe will be 200 psi

#### 306-1.6 Basis of Payment for Open Trench Installations. ADD the following:

Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

- **306-1.8.3 Polyurethane Lining.** To the City Supplement, item 5, DELETE in its entirety.
- **306-22 Pipe Fusion.** DELETE in its entirety.

#### SECTION 705 - WATER DISCHARGES

- 705-2.6.1 General. Paragraph (3), CORRECT reference to Section 803 to read "Section 703."
- **Community Health and Safety Plan.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- **Community Health and Safety Plan.** See 703-2, "Community Health and Safety Plan."

#### SECTION 707 - RESOURCE DISCOVERIES

#### ADD:

707-1.1 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 962, DEP No. B-12077, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix A.

Compliance with the City's environmental document is included in the various Bid items, unless a bid item has been provided.

#### END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

### SUPPLEMENTARY SPECIAL PROVISIONS

#### **APPENDICES**

### APPENDIX A

#### NOTICE OF EXEMPTION

#### NOTICE OF EXEMPTION

	OF EXEMILITION
(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  Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814	FROM: City of San Diego Development Services Department 1222 First Avenue, MS 501 San Diego, CA 92101
<u>Project No.:</u> # B-12077.02.06	PROJECT TITLE: Water Group Job 962
PROJECT LOCATION-SPECIFIC: Kenosha Avenue, South Damon Avenue, and Cadden Drive in the Pacific Beach	hview Drive, Moraga Avenue, Elsinore Place, Paducah Drive, n/Clairemont Communities
PROJECT LOCATION-CITY/COUNTY: San Diego/San Di	iego
	CT: The water replace-in-place project consists of 5,962 linear LF (0.53 miles) of 12-inch water main between 3 and 8 feet airement Mesa Community Planning Areas
NAME OF PUBLIC AGENCY APPROVING PROJECT: City	of San Diego
Name of Person or Agency Carrying Out Project Suite (MS 908A), San Diego, CA 92101, (619) 533-522	T: City of San Diego, Public Works, Jenny Jarrell, 525B Street 24
EXEMPT STATUS:  ( ) MINISTERIAL (SEC. 21080(b)(1); 15268);  ( ) DECLARED EMERGENCY (SEC. 21080(b)(3); 1  ( ) EMERGENCY PROJECT (SEC. 21080(b)(4); 15  (X) CATEGORICAL EXEMPTION: 15301 (Existing Factors)  ( ) STATUTORY EXEMPTION:	
LEAD AGENCY CONTACT PERSON: E. Shearer-Nguyen	<u>TELEPHONE:</u> (619) 446-5369
( ) YES ( ) NO	THE PUBLIC AGENCY APPROVING THE PROJECT?  HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM
(X) SIGNED BY LEAD AGENCY ( ) SIGNED BY APPLICANT	DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

60 | Page

#### 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</b> 1 <b>OF</b> 10	October 15, 2002
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

#### 1. PURPOSE

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

#### 2. <u>AUTHORITY</u>

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

#### Reference

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

#### 3. **DEFINITIONS**

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	<b>PAGE 2OF</b> 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	<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 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
  - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
  - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
    - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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)	PAGE 3OF 10	October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

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

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

#### Process for Issuance

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
SUBJECT	101 55.21	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5OF 10	October 15, 2002
·	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	<b>PAGE 6OF</b> 10	
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 shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	<b>PAGE 7OF</b> 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

for removal of the meter.

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

#### 5. EXCEPTIONS

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

#### 6. MOBILE METER

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	<b>PAGE 8OF</b> 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	<b>PAGE</b> 9 <b>OF</b> 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55,27	DEPARTMENT Water Department
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 10OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	<b>DI</b> 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).

Larry Gardner
Water Department Director

Tabs: 1. Fire Hydrant Meter Application

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

### **APPENDIX**

Administering Division: Customer Support Division

Subject Index: Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

**Distribution:** DI Manual Holders



# Application for Fire (EXHIBIT A) **Hydrant Meter**

(For Office Use Only)

NS REQ	FAC#
DATE	ВУ

METER	SHOP (619) 527-1	7449			
Meter Information	(220) 227	. , , ,	Application Date	Request	ed Install Date:
Fire Hydrant Location: (Attach Detailed Map//Thoma	s Bros. Map Location	or Const	ruction drawing.) Zip:	<u>T.B.</u>	G.B. (CITY USE)
Specific Use of Water:					
Any Return to Sewer or Storm Drain, If so , explain:					
Estimated Duration of Meter Use:	<u> </u>			Check Bo	ox if Reclaimed Water
Company Information					
Company Name:					
Malling Address:	·				·
City:	State:	Z	lp:	Phone: (	)
*Business license#		*Cont	ractor license#		
A Copy of the Contractor's license OR Bu	isiness License is	requi	red at the time of	meter issuan	ce.
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)				Phone: (	)
Site Contact Name and Title:				Phone: (	)
Responsible Party Name:				Title:	
Cal ID#	<u></u>			Phone: (	)
Signature:	·	Da	ate:		
Guarantees Payment of all Charges Resulting from the use of	f this Meter. <u>Insures tha</u>	t employe	ees of this Organization un	derstand the prope	r use of Fire Hydrant Meter
		5. eg			
Fire Hydrant Meter Removal F	-		Requested Rem	noval Date:	
Provide Current Meter Location if Different from Above	ve:			7.50	
Signature:	,		Title:		Date:
Phone: ( )	F	ager:	( )		
	•				

	City Meter	Private Meter				
Contra	act Acct #:		Deposit Amount: \$ 936.00	Fees Amour	nt: \$ 62.0	00
Meter Serial #			Meter Size: 05	Meter Make and Style: 6-7		
Backfi	ow# ,		Backflow Size:	Backflow Make and S	tyle:	
Name			Signature:		Date:	
Water (	Group 962 Appendix I	3 - Fire Hydrant Meter Progr	am			72   Page

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

Auto Detailing

Backfilling

Combination Cleaners (Vactors)

Compaction

Concrete Cutters

Construction Trailers

Cross Connection Testing

**Dust Control** 

Flushing Water Mains

Hydro Blasting

Hydro Seeing

Irrigation (for establishing irrigation only; not continuing irrigation)

Mixing Concrete

Mobile Car Washing

Special Events

Street Sweeping

Water Tanks

Water Trucks

Window Washing

#### Note:

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

Date	
Name of Responsible Party Company Name and Address Account Number:	
Subject: Discontinuation of Fire	e Hydrant Meter Service
Dear Water Department Customer:	
ends in 60 days and will be removed on additional 90 days must be submitted in	nnt Meter #, located at (Meter Location Address) n or after (Date Authorization Expires). Extension requests for an a writing for consideration 30 days prior to the discontinuation se contact the Water Department, or mail your request for an
	City of San Diego
	Water Department Attention: Meter Services
· · · · - · - · · · · · · · · · · · · ·	2797 Caminito Chollas San Diego, CA 92105-5097
Should you have any questions regarding	ng this matter, please call the Fire Hydrant Hotline at (619)
·	
Sincerely,	
Water Department	

## APPENDIX C

## MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

# Materials Typically Accepted by Certificate of Compliance

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

Water Group 962 76 | Page

# APPENDIX D

# SAMPLE CITY INVOICE

City of	San Diego, Field Engineering Div.	o Drive, S	Contractor's Name: Contractor's Address:								
Project	Name:										
SAP No	o. (WBS/IO/CC):				·						
City Pu	rchase Order No. :					Contracto	or's Phone	#:		Invoice No.	
Resider	nt Engineer (RE):					Contracto	or's Fax #:			Invoice Date:	: '
RE Pho	nne#:	RE Fax#:				Contact N	Name:	:	Billing Pe	eriod:	:
	and an included the second second second	arms and	Contra	ct Authorizati	ion	Previous	Estimate	This E	stimate	Totals t	o Date
Item#	Item Description	Unit	Qty	Price	Extension	%/OTY	Amount			%/OTY	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		<u> </u>		i de		:
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$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						:
7	General Site Restoration	LS	1	\$3,700.00							:
8	10" Gravity Sewer	LF	10		\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00							:
111	Field Orders	AL	10.000	80,000	\$80,000.00		30.00				Materia .
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						-
11.3	Field Order 3	LS	10,000	\$1.00		<del></del>					
11.4	Field Order 4	LS	6,500	\$1.00		<del></del>					
12	Certified Payroll	LS	1	\$1,400.00							:
		and hilling	lijihareta.		4.9	-		7 (1) (2)	i je iki sasi	carrier in	• 2 S 6 U U
	e Order 1	4,890		1000	AND REPORT OF						escention (1996)
Items 1					\$11,250.00						
	-Deduct Bid Item 3	LF	120	-\$53.00		4					
Chang	e Order 2	160,480		STREET, STREET					04500000	HERETE PROPERTY.	
Items 1					\$95,000.00			''			:
Item 4	Deduct Bid Item 1	LF	380	-\$340.00	1						:
	-Encrease bid Item 9	LF	8		\$78,400.00						
	e Order 3 (Close Out)	-121,500									
	Deduct Bid Item 3		53					1	<u> </u>	ļ	:
	Deduct Bid Item 4	LS	-1	<del>                                     </del>		<del></del>			<b></b>		ļ
Items 3			1	-50,500.00	(\$50,500.00)	<u> </u>	ļ	Total			
Gallabea Gallabea	SUMMARY							Total This	s -	Total Billed	\$0.0
A. Ori	ginal Contract Amount				dulle v		Re	tention an	d/or Escr	ow Payment Scho	edule
B. App	proved Change Order 1 Thru 3						Total Rete	ntion Requ	uired as of	this billing	
	al Authorized Amount (A+B)						Previous I	Retention V	Withheld in	PO or in Escrow	,
	al Billed to Date		T		100		Add'l Am	t to Withho	old in PO/	Transfer in Escrov	v:
	s Total Retention (5% of D)				1000		<del>†                                      </del>			rom PO/Escrow:	······································
	s Total Previous Payments	1	1				ram to At	nouse to C	onuactor I	iom i O/Esciow.	
	ment Due Less Retention	<del> </del>	<del> </del>		1000000	Contract	or Signatu	re and Da	te:		
	maining Authorized Amount	+	+			Contract	Jugnatu	I and Da	1	T	<del></del>
11. IVEI	naming Aumorized Amount		1	<u> 1</u>			1	<u> </u>	1	1	<u> </u>

# APPENDIX E

# LOCATION MAP

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information system which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce with permission granted by RAND MCNALLY & COMPANY® to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY

COMMUNITY NAME: CLAIRMONT MESA Water Group 962 Appendix B - Location Map Vater July 29, 2014

Water Group 962

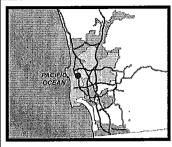
Legend

 $^{\sim}$ 

No Scale

# APPENDIX F

# ADJACENT PROJECTS



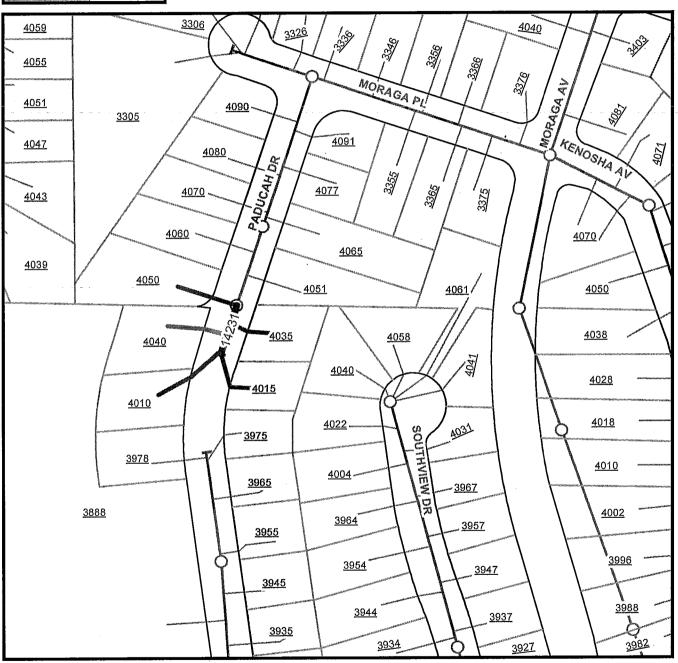
# **PIPELINE REHAB PHASE F-2 (LATERALS)**

SENIOR ENGINEER HOSSEIN AZAR 619-533-4102

PROJECT ENGINEER SHEILA GAMUEDA 619-533-4244 PROJECT MANAGER PARITA AMMERLAHN 619-533-4162

CONSTRUCTION PROJECT INFORMATION LINE (619) 533-4207





# Legend

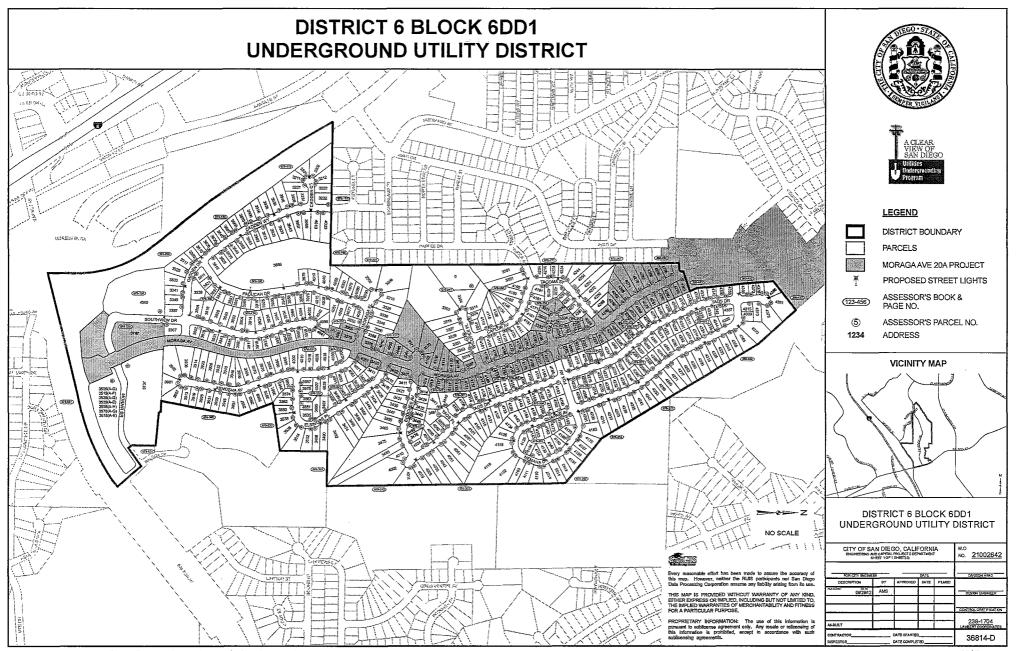
F-2 Mains

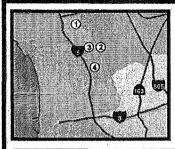
F-2 Laterals





SAP ID: B11060 (S)





# **SEWER GROUP JOB 795** LOCATION MAP (1 OF 2)

SENIOR ENGINEER RANIAAMEN 619-533-5492

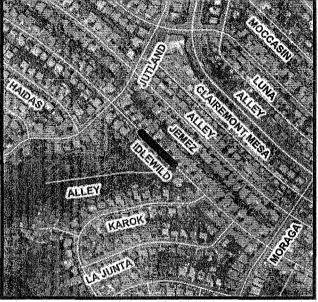
PROJECT ENGINEER ELIZABETH DUNN 619-533-7461

PROJECT MANAGER JERICHO GALLARDO 619-533-7523

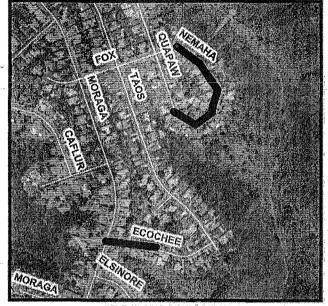
CONSTRUCTION PROJECT INFORMATION LINE 619-533-4207



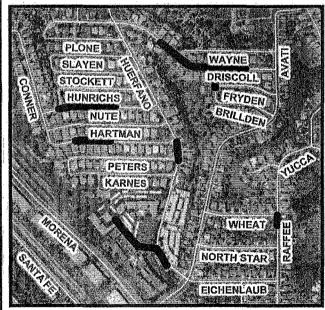
Right-Of-Way Division



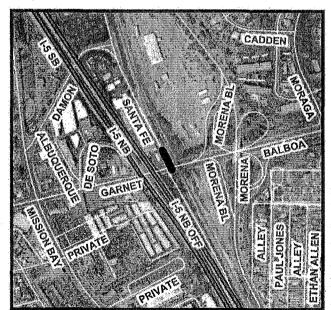
**PROJECT LOCATION 1** 



PROJECT LOCATION 2



PROJECT LOCATION 3



PROJECT LOCATION 4

Legend

Prop. Rehab Pipe **Project Location** 

**COMMUNITY NAME: Clairemont Mesa** 

**COUNCIL DISTRICT: 2** 



SAP ID: B-00396

No Scale

## APPENDIX G

# HYDROSTATIC DISCHARGE FORM

# Hydrostatic Discharge Requirements Certification (Discharge Events > 325,850 gpd) All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. R9-2010-0003, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.waterboards.ca.gov/sandiego/board decisions/adopted orders/2010/R9-2010-0003.pdf), and as follows: Discharged water has been dechlorinated to below $0.1 \, (mg/l)$ level; and effluent has been maintained between 6 and 9 Is Discharge (pH) based on: Within Limits? Comment/Action Taken Description of the Proposed Event # Discharge Date Item Tested Duration Amount (gpd) YES NO Method and Test Result Discharge Chlorine pН Chlorine pН Chlorine pН Chlorine pΗ

\* By signing, I hereby certify and affirm under penalty of perjury that all of the statements and conditions for hydrostatic discharge events are correct.

Have any thresholds been exceeded? Per Order No. R9-2010-0003, would this be a reportable discharge and must be reported within 24 hours of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

SAP No.(s):

Project Name:

Qualified Personnel Conducting Tests (Print Name):

\*Signed:

## APPENDIX H

# SITE MAPS AND SCHEDULE OF WORK

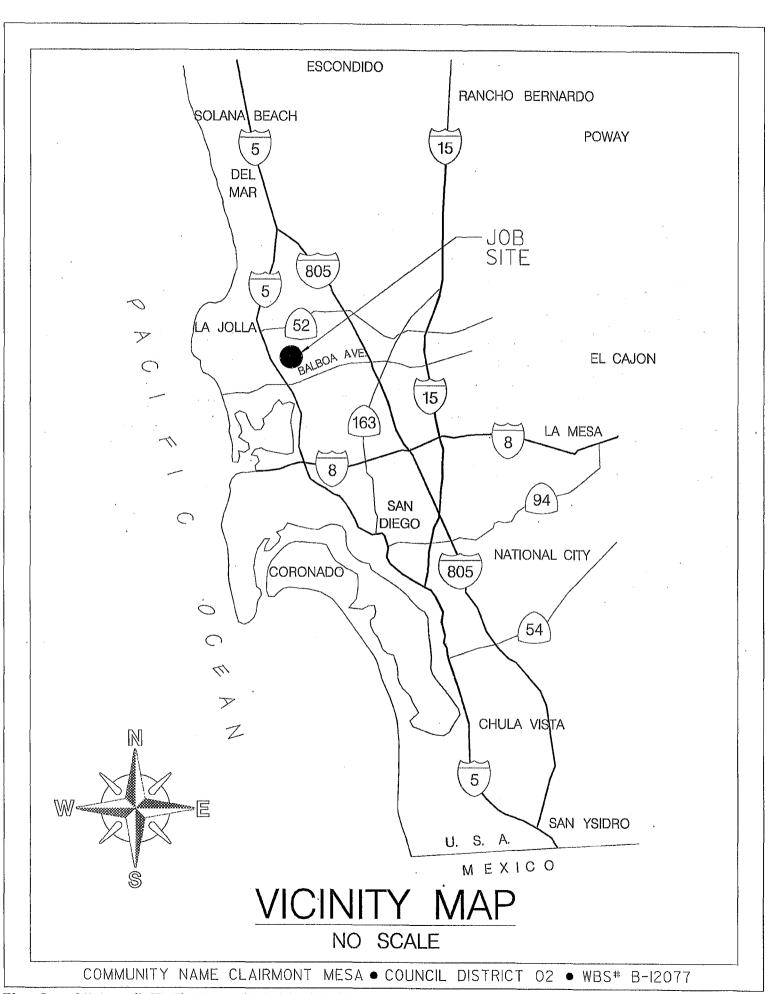
# **APPENDIX "H"**

	TABLE OF CONTENTS
PAGE NO.	DESCRIPTION
2	CONTRACTOR'S NOTES
3	VICINITY MAP
4	KEY MAP
5	CONSTRUCTION STANDARDS
6	SCHEDULE OF WORK
7	LEGEND
8	SITE MAPS
9	WORK BY CITY FORCES
10	CURB RAMP LOCATION
14	REFERENCE AS-BUILTS
	WATER
	SEWER
	STORM DRAIN
	AT&T
	LEVEL 3
	SDG&E
	GAS
	TIME WARNER

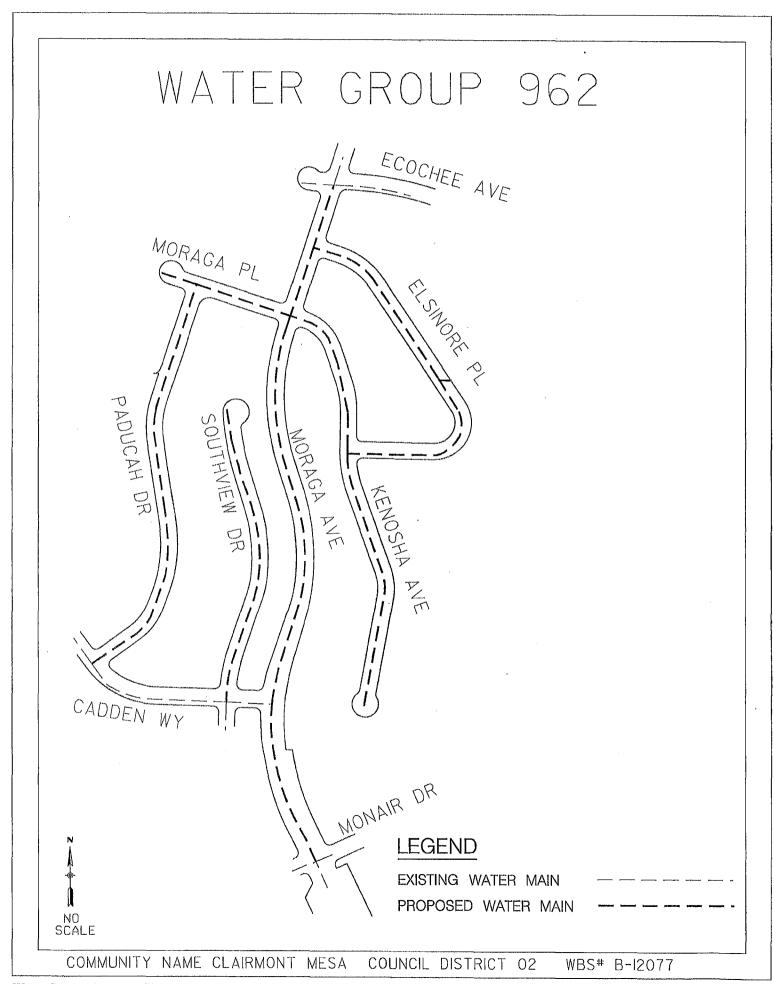
#### **CONTRACTOR'S NOTES**

- 1. CONTRACTOR TO EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE EXACT SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- 2. CITY FORCES, WHERE CALLED OUT SHALL MAKE PERMANENT CUTS & PLUGS, CONNECTIONS, ETC. EXISTING MAINS SHALL BE KEPT IN SERVICE IN LIEU OF HIGH-LINING, AS STATED IN APPENDIX P.
- 3. STORM DRAIN INLETS ARE TO REMAIN FUNCTIONAL/OPERATIONAL AT ALL TIMES DURING CONSTRUCTION.
- 4. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A ONE FOOT VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
- 5. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A 6-INCH VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN UTILITIES OTHER THAN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
- 6. CONTRACTOR TO MAINTAIN A MINIMUM 3' OF COVER OVER TOP OF WATER MAIN.
- 7. IF ADDITIVE ALTERNATE "A" IS AWARDED, CONTRACTOR SHALL FURNISH MATERIALS, INSTALL, MAINTAIN AND DISMANTLE HI-LINE PER SPECIFICATION SECTION 700-1.1.2.
- 8. CONTRACTOR SHALL RESTORE ALL TRENCHES ON THE PAVEMENT WORKED BY CITY FORCES AFTER FINAL CONNECTION.
- 9. CONTRACTOR SHALL PROVIDE A 1-FOOT SAND CUSHION OR A MINIMUM 6-INCH SAND CUSHION WITH 1-INCH NEOPRENE PAD FOR ALL CROSSINGS WHERE VERTICAL CLEARANCE BETWEEN CROSSINGS IS 1-FOOT OR LESS.
- 10. POTHOLE ALL UTILITIES THAT CROSS PROPOSED WATER MAIN BEFORE TRENCHING

# **VICINITY MAP**



**KEY MAP** 



**CONSTRUCTION STANDARDS** 

STANDARD DRAWINGS	<u>IMPROVEMENTS</u>
SDG-107, SDG-108, FOR TRENCH RESURFACING	TRENCH RESURFACING
FOR ASPHALT CONCRETE SURFACED STREETS,	
M-10	SURVEY MONUMENT
SDW-110, SDW-148, SDW-151, SDW-161	WATER MAIN & APPURTENANCES
SDW-152, SDW-153	VALVES WITH CAPS AND WELLS
SDW-104, SDW-109, SDW-148, SDW-152	6" FIRE HYDRANT ASSEMBLY
SDW-153	& MARKER, 2-PORT UNLESS SPECIFIED AS 3-PORT
6" (150MM) FIRE HYDRANT	
WS-03, WP-01, SDW-107, SDW-134, SDW-135	WATER SERVICE
SDW-136, SDW-137, SDW-138, SDW-148, SDW-149,	
SDW-150	
SDW-109,SDW-118,SDW-148, SDW-153	FIRE SERVICE
WP-03	CUTTING AND PLUGGING ABANDONED WATER MAIN

# **SCHEDULE OF WORK**

## WATER GJ962 - SCHEDULE OF WORK

				1000			AVG DEPTH						Part of the second of the seco
MAP NO.	FSN	INSTALLED DATE	RETIREMENT	STREET NAME	LENGTH (LF)	CONSTRAINTS	(LF) BOTTOM OF PIPE	PIPE SIZE (Inch)	MATL	NO. OF WATER SERVICE	SIZE (Inch)	NOTE NO.	DESCRIPTION
1				MORAGA PI x MORAGA AVE PHASE 1			5'		WTR			1	BY CITY FORCES AHD OF CONTRACTOR CUT & PLUG: EX 8" AC WTR
				THASE									RECONNECT AFTER NEW MAIN(PHASE 3) HAS BEEN ACCEPTED.
1	396024 396022	1/1/1959	8" AC - 337' 6" AC - 127' 1" SERVICES - 12	MORAGA PI (between Moraga Av & Cul-De-Sac) PHASE 1	464		5'	8"	WTR	12	1"	2	BY CONTRACTOR FURNISH & INSTALL:  1 - 8" X 8" TEE (MJ,MJ,F)  2 - 8" VALVES (MJ, F) AHD, RT
1	520665	1/1/1959		MORAGA PL			5'		WTR			3	BY CONTRACTOR FURNISH & INSTALL:
		1/1/1939		PHASE 1			,		WIN				1 - 2" BLOWOFF ASSEMBLY (Relocation Blowoff to sidewalk)
1	396019 396018 396099 520664	1/1/1961	10" AC WTR 1" SERVICE - 28 2" Service - 1 6" FH - 1	PADUCAH DR (between Moraga Pl & Cadden Dr) PHASE 1	1421		5'	8"	WTR	28	1"	4	BY CONTRACTOR FURINSH & INSTALL:  1 - 8" X 6" TEE (MJ, MJ, F)  1 - 6" FH ASSEMBLY & MARKER
1	520663	1/1/1961	1 FH	PADUCAH DR PHASE 1	-		5'		WTR			5	BY CONTRACTOR FURINSH & INSTALL:  1 - 8" X 6" TEE (MJ, MJ, F)  1 - 6" FH ASSEMBLY & MARKER  1 - 8" VALVE, BK
1	5046788	1/1/1961	8" FS	PADUCAH DR PHASE 1	-		5'		WTR			6	BY CONTRACTOR FURINSH & INSTALL:  1 - 8" X 8" TEE (MJ,MJ,F)  1 - 8" FIRE SERVICE CONNECTION
1	520662	1/1/1961	1 FH	PADUCAH DR PHASE 1			5'		WTR			7	BY CONTRACTOR FURINSH & INSTALL:  1 - 8" X 6" TEE (MJ, MJ, F)  1 - 6" FH ASSEMBLY & MARKER  1 - 8" VALVE. BK
1		1/1/1961	1 FH	PADUCAH DR PHASE 1			5'		WTR			8	BY CONTRACTOR FURINSH & INSTALL:  1 - 8" X 6" TEE (MJ, MJ, F)  1 - 6" FH ASSEMBLY & MARKER
1				PADUCAH DR X CADDEN DR PHASE 1			5"	8"	WTR			9	BY CITY FORCES AHD OF CONTRACTOR CUT & PLUG: EX 8" AC WTR, 10' RT EX 10" AC WTR, 10' LT RECONNECT AFTER NEW MAIN(PHASE 1) HAS BEEN ACCEPTED.
1		1/1/1961		PADUCAH DR X CADDEN DR PHASE 1			5'	8"	WTR			10	BY CONTRACTOR FURINSH & INSTALL:  1 - 8" X 8" TEE (F, MJ, F)  2 - 8" VALVES (F, MJ) BK, RT  1 - 10" X 8" REDUCER (MJ, F) LT
2				SOUTHVIEW DR PHASE 2								11	BY CONTRACTOR FURNISH & INSTALL:  1 - 8" END CAP
2	520690	1/1/1962	1 FH	SOUTHVIEW DR PHASE 2			5'		WTR			12	BY CONTRACTOR FURINSH & INSTALL:  1 - 8" X 6" TEE (MJ, MJ, F)  1 - 6" FH ASSEMBLY & MARKER
2	520963	1/1/1962	1 FH	SOUTHVIEW DR PHASE 2			5'		WTR			13	BY CONTRACTOR FURINSH & INSTALL:  1 - 8" X 6" TEE (MJ, MJ, F)  1 - 6" FH ASSEMBLY & MARKER  1 - 8" VALVE, BK
2		1/1/1962		SOUTHVIEW DR X CADDEN DR PHASE 2								14	BY CITY FORCES AHD OF CONTRACTOR CUT & PLUG: EX 10" AC WTR, 10', LT, RT EX 8" AC WTR, 10' AHD RECONNECT AFTER NEW MAIN(PHASE 2) HAS BEEN ACCEPTED.
2	396105 396104 369079	1/1/1962	6" AC - 449' 4" AC - 102 1" Services - 32	SOUTHVIEW DR (between Cadden Dr & Cul-De-Sac) PHASE 2	1040		5'	8"	WTR	32	1"	15	BY CONTRACTOR FURINSH & INSTALL:  1 - 8" X 8" CROSS (F,F,MJ,F)  2 - 8" VALVES (F, MJ)BK, AHD, RT  2 - 10" X 8" REDUCERS (MJ) LT, RT

#### WATER GJ962 - SCHEDULE OF WORK

-						WAIL	R GJ962	- 3CHE	DULE	UF WU	KK		
MAP NO.	FSN	INSTALLED DATE	RETIREMENT	STREET NAME	LENGTH (LF)	CONSTRAINTS	AVG DEPTH (LF) BOTTOM: OF PIPE	PIPE SIZE (Inch)	MATL	NO. OF WATER SERVICE	SIZE (Inch)	NOTE NO.	DESCRIPTION
3	396014	1/1/1956	16" CI WTR 1" Services - 3	MORAGA AVE (between Ecochee Av & Elsinore PI) PHASE 3	241		5'	12"	WTR -	3	1*	16	BY CITY FORCES AHD OF CONTRACTOR CUT-IN:  1 - 12" X 8" CROSS([F,MJ,F)  1 - 12" VALVE (F, MJ) BK  2 - 8" VALVE (F, MJ) LT, RT  1 - 16" X 12" REDUCER (MJ) AHD  1 - 8" x 4" REDUCER (MJ) RT  CLOSE VALVE, BK, LT  REMOVE REDUCER, AHD, RT  OPEN VALVE, BK, LT  AFTER NEW MAIN.(PHASE 3) HAS BEEN ACCEPTED
3	396037	1/1/1956	4" AC WTR 1" Services - 2	ECOCHEE AV (between Moraga Ave & Cul-De-Sac) PHASE 3	112		5'	8"	WTR	2	1"	17	BY CONTRACTOR FURNISH & INSTALL:  1 - 2" BLOWOFF ASSEMBLY (Relocate Blowoff to sidewalk)
3	520671	7/1/1956		MORAGA AVE PHASE 3			5'	12ª	WTR			18	BY CONTRACTOR FURINSH & INSTALL: 1 - 2" AIR & VACUUM VALVE ASSEMBLY
3	396015	1/1/1956	16" CI WTR 1" Services - 4	MORAGA AVE (between Elsinore PI & Kenosha Av) PHASE 3	251		5'	12"	WTR	4	1"	19	BY CITY FORCES AHD OF CONTRACTOR CUT-IN:  1 - 12" X 8" TEE (F,MJ,F)  1 - 12" VALVES (F, MJ) BK  1 - 8" VALVE (F, MJ) LT  2 - 16" X 12" REDUCERS (MJ) BK, AHD  CLOSE VALVE, BK REMOVE REDUCERS, BK, AHD OPEN VALVE, BK AFTER NEW MAIN (PHASE 3) HAS BEEN ACCEPTED  AFTER PHASE 3 & 4 ARE COMPLETE CLOSE VALVE, LT OPEN VALVE, LT OPEN VALVE, LT AFTER NEW MAIN (PHASE 6) HAS BEEN ACCEPTED
3	396094	8/17/1956	16" CI WTR 1" Service - 1	MORAGA AVE (between Kenosha Av & Cadden Dr) PHASE 3	1350		5'	12"	WTR	1	1"	20	BY CITY FORCES AHD OF CONTRACTOR CUT-IN:  1 - 12" x 8" CROSS (F,F,F,MJ)  2 - 12" VALVES (F, MJ) EK, AHD  1 - 8" VALVES (F, MJ) ET  2 - 16" x 12" REDUCERS (MJ), BK, AHD  1 - 8" X 5" REDUCER (MJ), LT  CLOSE VALVE, BK  REMOVE REDUCER, BK  OPEN VALVE, BK  AFTER NEW MAIN (Phase 3) HAS BEEN ACCEPTED  CLOSE VALVE AHD  REMOVE REDUCER, AHD  OPEN VALVE, AHD  AFTER NEW MAIN (PHASE 4) HAS BEEN ACCEPTED  AFETER PHASE 3 & 4 ARE COMPLETE  CLOSE VALVE, LT  REMOVE REDUCER, LT  OPEN VALVE, LT  AFTER NEW MAIN (PHASE 5) HAS BEEN ACCEPTED
4	NEW		FH	MORAGA AVE PHASE 4			51	12"	WTR			21	BY CONTRACTOR FURINSH & INSTALL:  1 - 12" X 6" TEE (MJ, MJ, F)  1 - 6" FH ASSEMBLY & MARKER  1 - 12" VALVE, BK

#### WATER GJ962 - SCHEDULE OF WORK

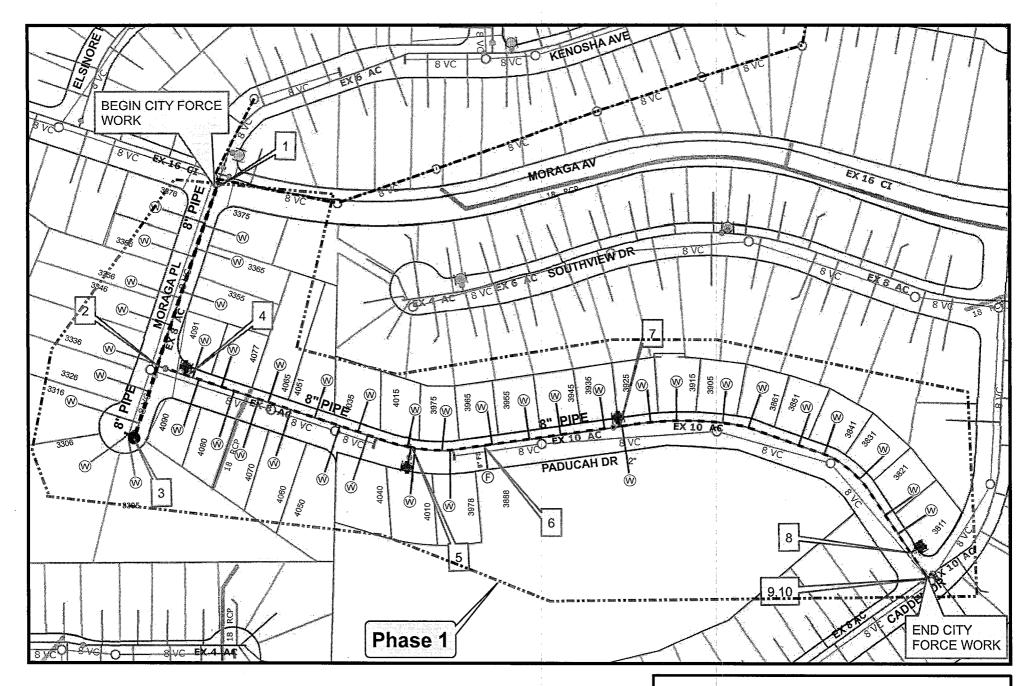
				,	-			- 30111					
MAP NO.	FSN	INSTALLED DATE	RETIREMENT	STREET NAME	LENGTH (LF)	CONSTRAINTS	AVG DEPTH (LF) BOTTOM OF PIPE	PIPE SIZE (Inch)	MATL	NO. OF WATER SERVICE	SIZE (Inch)	NOTE NO.	DESCRIPTION
4	396089	1/1/1959	16" CI WTR	MORAGA AVE (between Cadden Dr & Monair Dr) PHASE 4	570		5'	12"	WTR			22	BY CITY FORCES AHD OF CONTRACTOR CUT & PLUG: EX 10" AC WTR, 10' RT RECONNECT AFTER NEW MAIN (PHASE 4) HAS BEEN ACCEPTED
4		:		MORAGA AV PHASE 4			5'	12"	WTR			23	BY CONTRACTOR FURNISH & INSTALL:  1 - 12" X 8" TEE (F,MJ,F)  1 - 12" VALVES (F, MJ) BK  1 - 8" VALVES (F, MJ), RT  1 - 10" X 8" REDUCER (MJ) RT
4	520698	1/1/1959	. FH	MORAGA AVE PHASE 4			5'	12"	WTR			24	BY CONTRACTOR FURINSH & INSTALL: 1 - 12" X 6" TEE (MJ, MJ, F) 1 - 6" FH ASSEMBLY & MARKER
4	1000066 1000101	1/1/1959	8" FS - 2	MORAGA AVE PHASE 4			5'	12"	WTR			25	BY CONTRACTOR TO DEMO AND REMOVE: EX DUAL 8" BACKFLOW PREVENTOR VAULT, 2 - 8" FIRE SERVICES AND GATE VALVES
4				MORAGA AVE X MONAIR DR PHASE 4			5'	12"	WIR			26	BY CITY FORCES AHD OF CONTRACTOR CUT-IN:  1 - 12" X 12" CROSS (MJ,F,F,F)  1 - 16" X 12" REDUCER (F, MJ) AHD  1 - 16" BUTTERFLY VALVES (F, MJ) AHD  1 - 12" X 10" REDUCER (MJ) LT  1 - 10" VALVE (F, MJ) LT  1 - 12" X 8" REDUCER (MJ) RT  1 - 8" VALVE (F, MJ) RT
													CLOSE VALVE, BK OPEN VALVE, BK AFTER NEW MAIN (PHASE 4) HAS BEEN ACCEPTED
5	396027 396114 396113 520666	1/1/1959	6" AC WTR - 523' 8" AC - 606' 4" AC - 302' 1" Services-43 6" FH- 1	KENOSHA AVE (between Moraga Ave & CUL-DE-SAC)	1431		5'	8"	WTR	43	1"	27	BY CONTRACTOR FURINSH & INSTALL:  1 - 8" X 6" TEE (MJ, MJ, F)  1 - 6" FH ASSEMBLY & MARKER
5				KENOSHA AVE PHASE 5			5'	8"	WTR			28	BY CITY FORCES AHD OF CONTRACTOR CUT & PLUG: EX 8" AC WTR, 10' LT RECONNECT AFTER NEW MAIN (PHASE 6) HAS BEEN ACCEPTED
5				KENOSHA AVE PHASE 5			5'	8"	WTR			29	BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 8" TEE (F,MJ,F) 2 - 8" VALVES (F, MJ) BK, LT
5	520667	1/1/1959	FH	KENOSHA AVE PHASE 5			5'	8"	WTR			30	BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 6: TEE (MJ, MJ, F) 1 - 6" FH ASSEMBLY & MARKER
5	520703	1/1/1959	FH	KENOSHA AVE X MORAGA AV PHASE 5			5'	8"	WTR			31	BY CONTRACTOR FURNISH & INSTALL:  1 - 8" X 6" TEE (MJ, MJ, F)  1 - 6" FH ASSEMBLY & MARKER  1 - 8" VALVE, AHD
5	520702	1/1/1959	2" BO	KENOSHA AVE PHASE 5			5'	8"	WTR			32	BY CONTRACTOR FURNISH & INSTALL:  1 - 2" BLOWOFF ASSEMBLY (Relocate Blowoff to sidewalk)
6	396036 396034 520669	1/1/1959	12" AC - 623' 8" AC - 580' 1" Servies - 34 6" FH - 1	ELSINORE PL (between Kenosha Ave to Cul-de-Sac) X MORAGA AV PHASE 6	1203		5'	8"	WTR	34	1"	33	BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 6" TEE (MJ, MJ, F) 1 - 6" FH ASSEMBLY & MARKER
6	396031			ELSINORE PL PHASE 6			5'	8"	WTR			34	BY CONTRACTOR FURNISH & INSTALL:  1-12" X 8" TEE (MJ,F,F)  1-12"RED GATE VALVE (F, MJ) LT (PERMANENTLY CLOSED)  1-8" VALVE (F, MJ) AHD
6	520668	1/1/1959	FH .	ELSINORE PL PHASE 6			5'	8"	WTR			35	BY CONTRACTOR FURNISH & INSTALL:  1 - 8" X 6" TEE (MJ, MJ, F)  1 - 6" FH ASSEMBLY & MARKER

# Legend

- Hydrants
  - Valves
- Air Valve
- Blowoff
- ---- Abanonded Sewer Mains
- Proposed Mains
- —

  ≪ Water Serices
- ── Fire Service
- Existing Water Mains

# **SITE MAPS**





CITY FORCES NOTES: LIMITS OF HIGHLINING APPROXIMATELY FROM MORAGA AVE TO CADDEN DR SHALL BE HIGHLINED BY CITY FORCES TO FURNISH HIGHLINING MATERIALS AND PERFORM TRANSFER OF SERVICES

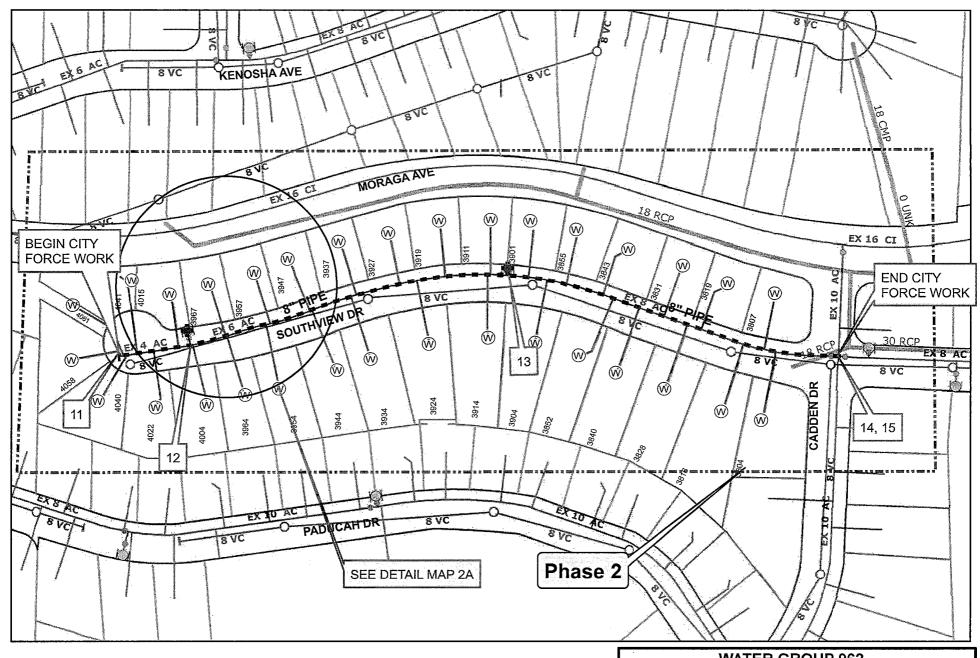


WATER GROUP 962 MORAGA PL & PADUCAH DR

WBS# B-12077

MAP NO.

THOMAS BROS. 1248 D3, D4

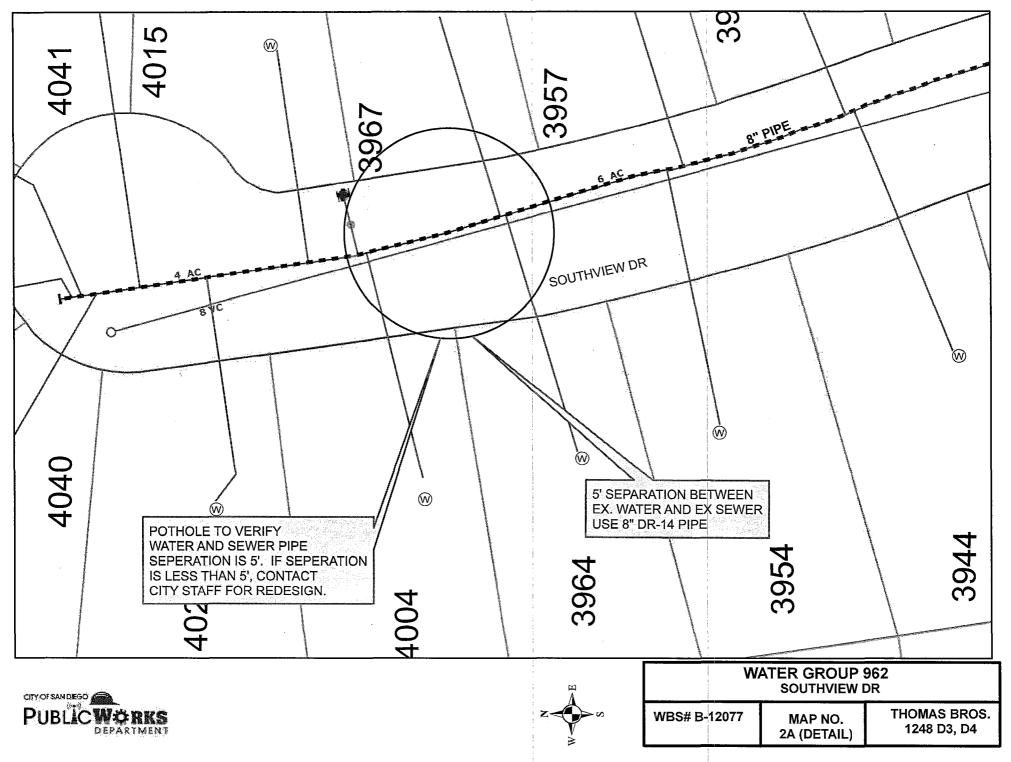


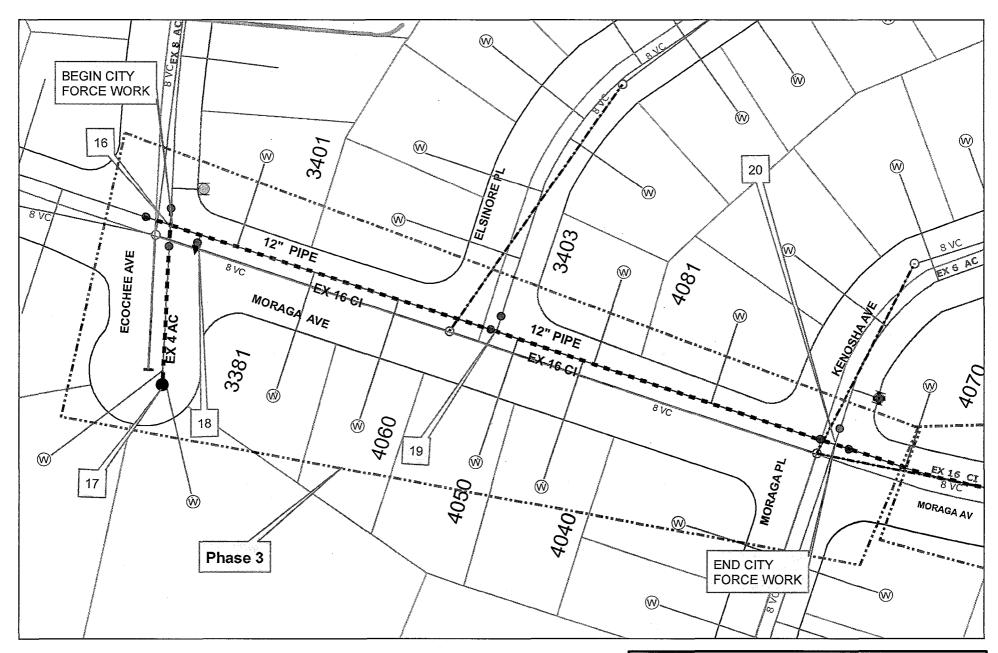


CITY FORCES NOTES:
LIMITS OF HIGHLINING APPROXIMATELY FROM
CADDEN DR TO CUL-DE-SAC SHALL BE
HIGHLINED BY CITY FORCES TO FURNISH HIGHLINING
MATERIALS AND PERFORM TRANSFER OF SERVICES



W.	SOUTHVIEW DR								
WBS# B-12077	MAP NO. 2	THOMAS BROS. 1248 D3, D4							





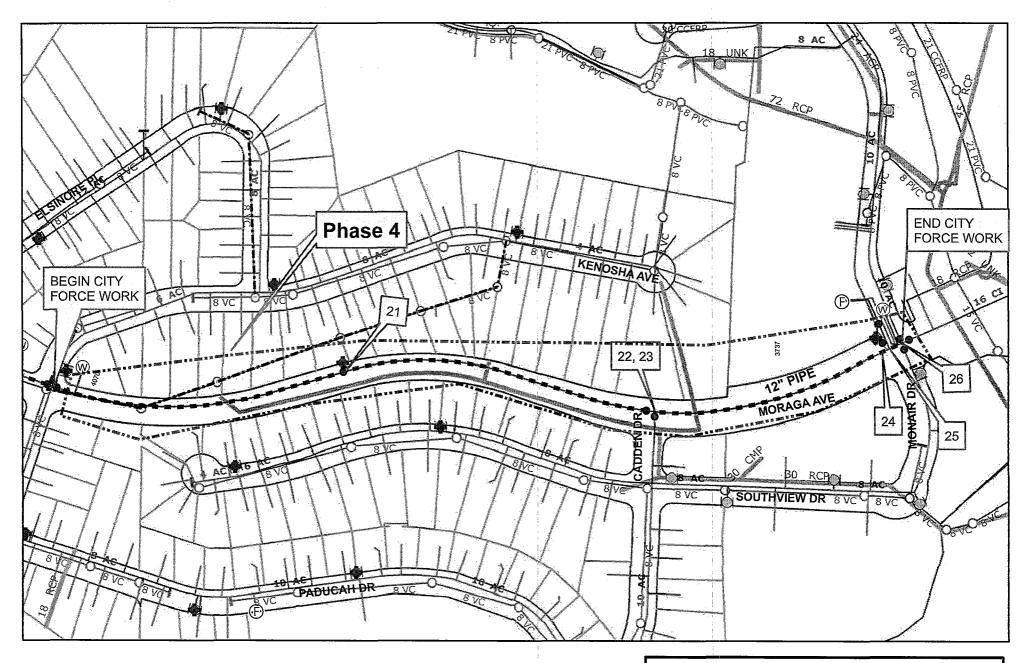


CITY FORCES NOTES:

LIMITS OF HIGHLINING APPROXIMATELY FROM ECOCHEE AVE TO MORAGA PL SHALL BE HIGHLINED BY CITY FORCES TO FURNISH HIGHLINING MATERIALS AND PERFORM TRANSFER OF SERVICES



WATER GROUP 962 MORAGA AVE / ECOCHEE AVE ECOCHEE AVE TO KENOSHA AVE							
WBS# B-12077	MAP NO. 3	THOMAS BROS. 1248 D3, D4					





CITY FORCES NOTES: LIMITS OF HIGHLINING APPROXIMATELY FROM MORAGA PL TO MONAIR DR SHALL BE HIGHLINED BY CITY FORCES TO FURNISH HIGHLINING MATERIALS AND PERFORM TRANSFER OF SERVICES



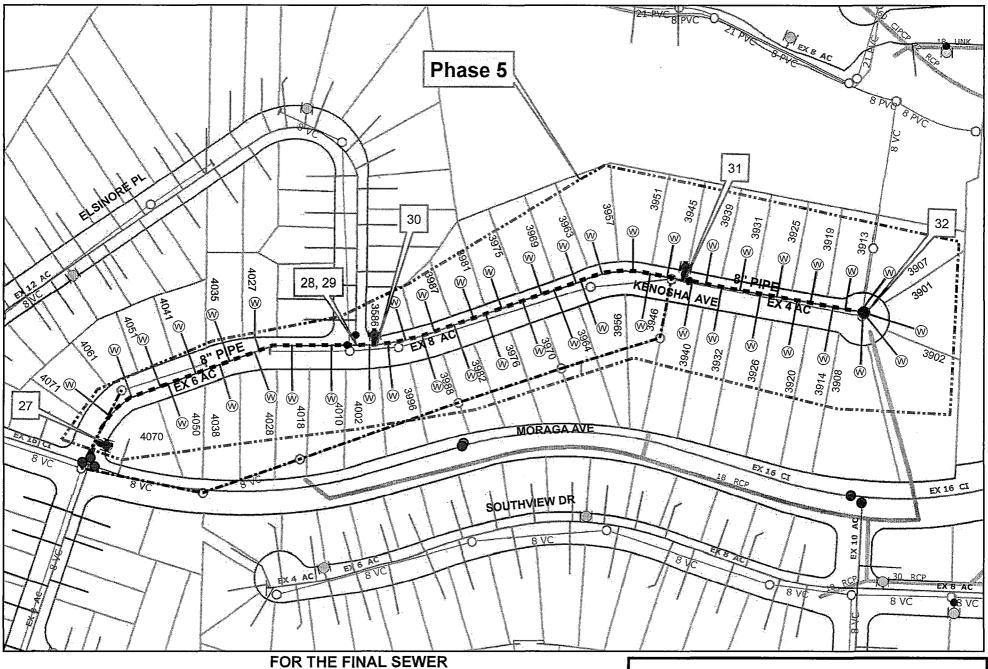
WATER GROUP 962

MORAGA AVE
KENOSHA AVE TO BALBOA AVE

WBS# B-12077

MAP NO.

THOMAS BROS. 1248 D3, D4



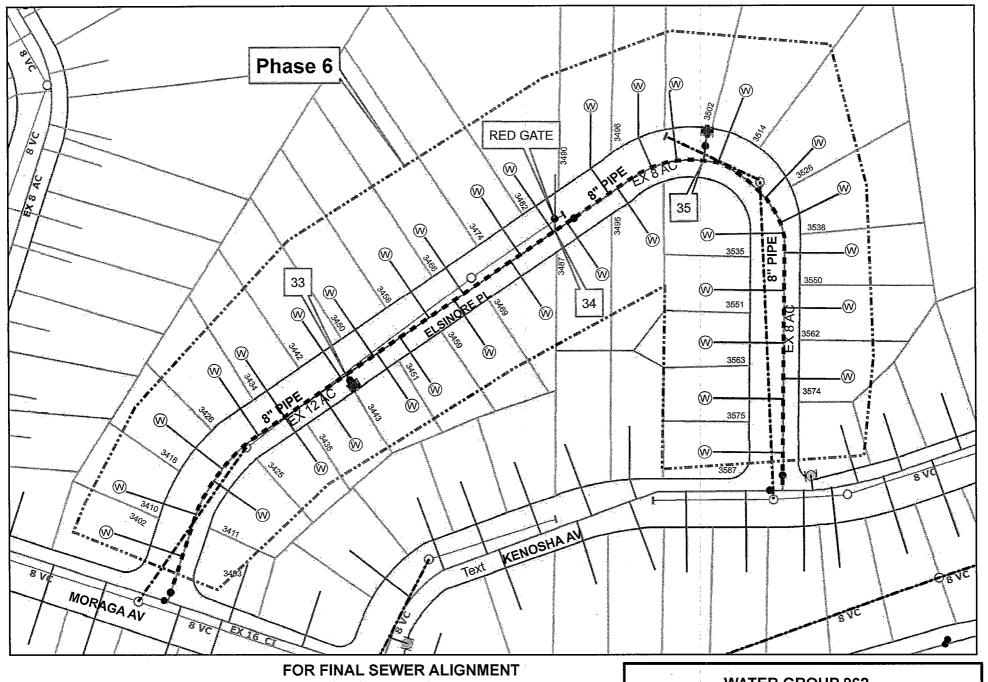


**ALIGNMENT ON KENOSHA AV** SEE 32612-9 & 10-D

CITY FORCES NOTES:

LIMITS OF HIGHLINING APPROXIMATELY FROM MORAGA AVE TO CUL-DE-SAC SHALL BE HIGHLINED BY CITY FORCES TO FURNISH HIGHLINING Water Group 962 Appendix H — Site N 积积和 经收益的 中央中央 (14)

**WATER GROUP 962 KENOSHA AV** THOMAS BROS. WBS# B-12077 MAP NO. 1248 D3, D4 5



PUBLIC WARKS
DEPARTMENT

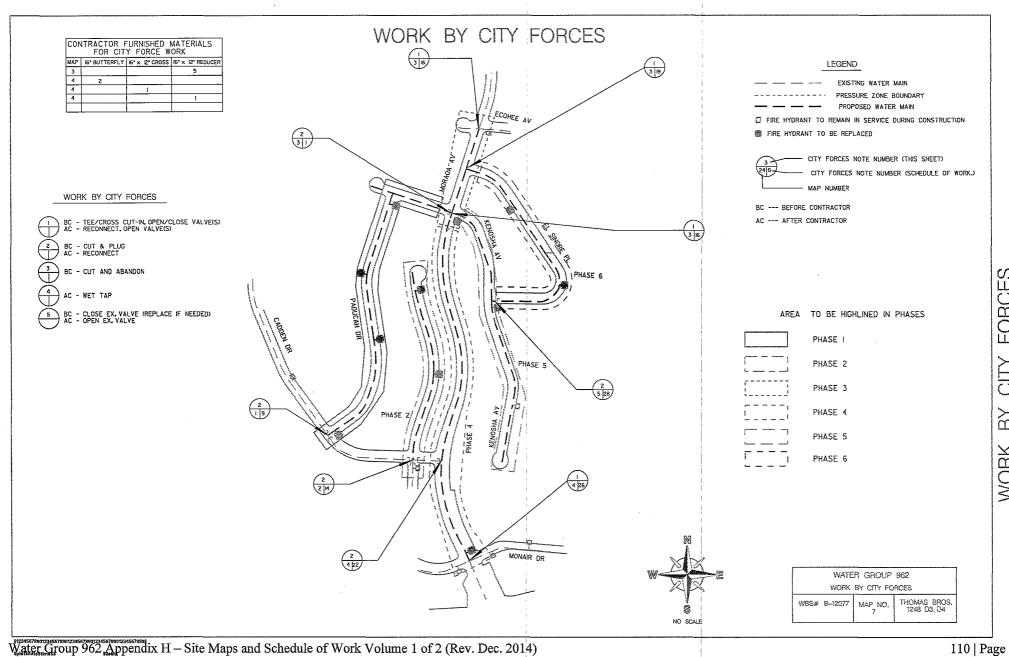
Water Group 962 Appendix H -

FOR FINAL SEWER ALIGNMENT ON ELSINORE PLACE SEE 32612-12 & 13-D

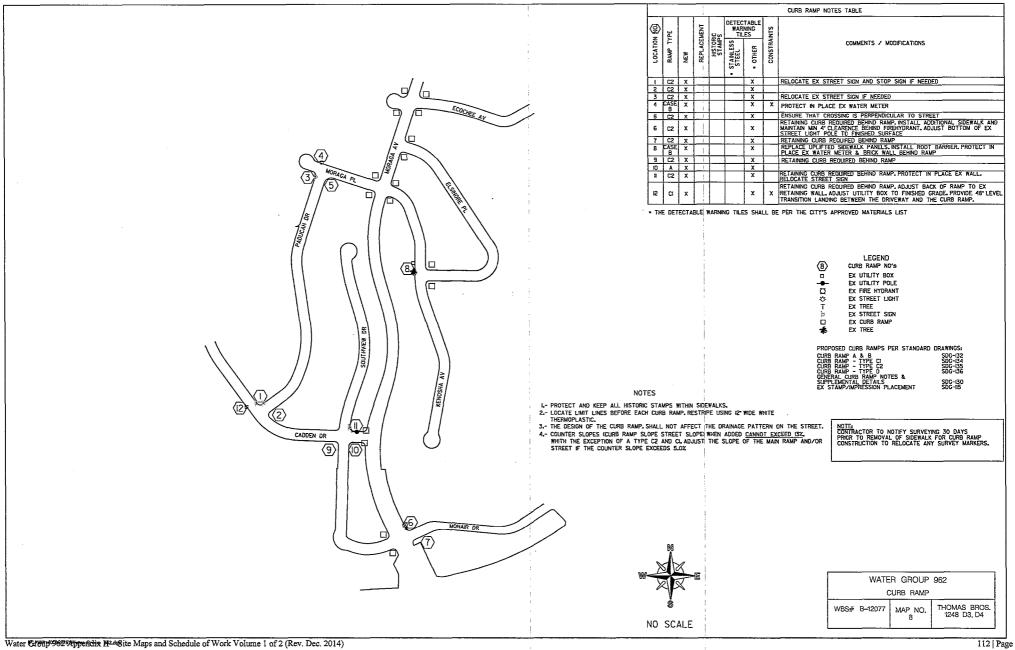
CITY FORCES NOTES:
LIMITS OF HIGHLINING APPROXIMATELY FROM
MORAGA AVE TO KENOSHA AVE SHALL BE
HIGHLINED BY CITY FORCES TO FURNISH HIGHLINING
MATERIAL AND CURPOR WORK NOW LIND SERVINGES. I ec. 2014)

WATER GROUP 962 ELSINORE PL						
WBS# B-12077	MAP NO. 6	THOMAS BROS. 1248 D3, D4				

## **WORK BY CITY FORCES**



## **CURB RAMP LOCATION**



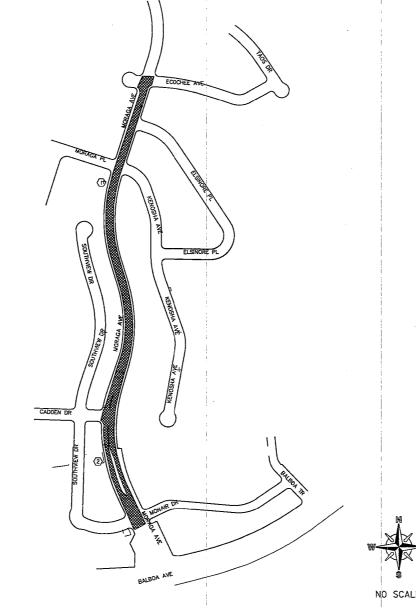
## **RESURFACING**



APPROX. LIMITS OF RESURFACE AC OVERLAY

LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET) COLD MILLING ASPHALT CONCRETE PAVEMENT; SDG-IOG

Г	PAVING SCHEDULE NOTES							
ND.	LOCATION	RESTORATION REQUIRED	STATION	STATION	MIDTH	APPROX. AREA		
0	MORAGA AVE COCHEE AVE TO CADDEN DR	OVERLAY			40	58,864 SF		
2	MORAGA AVE CADDEN DR TO MONAIR DR	OVERLAY	l		60	51,057 SF		
			TOTAL AREA OF RESURFACE AC		109,921 SF			

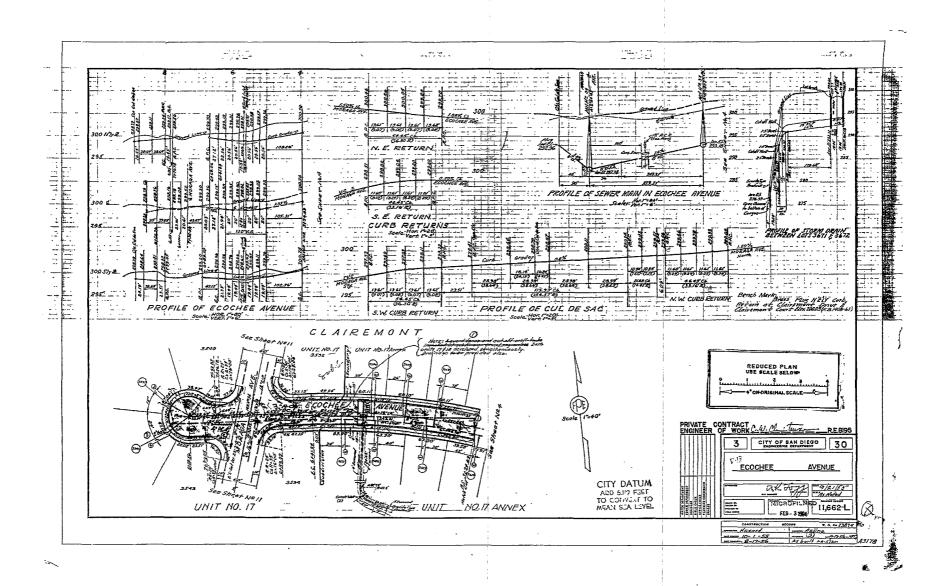


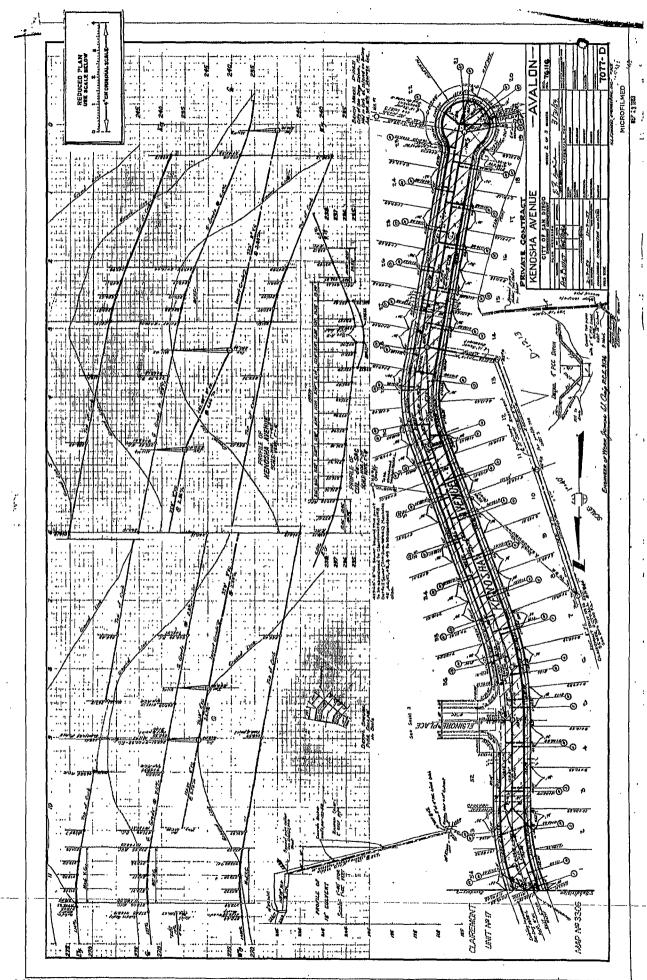


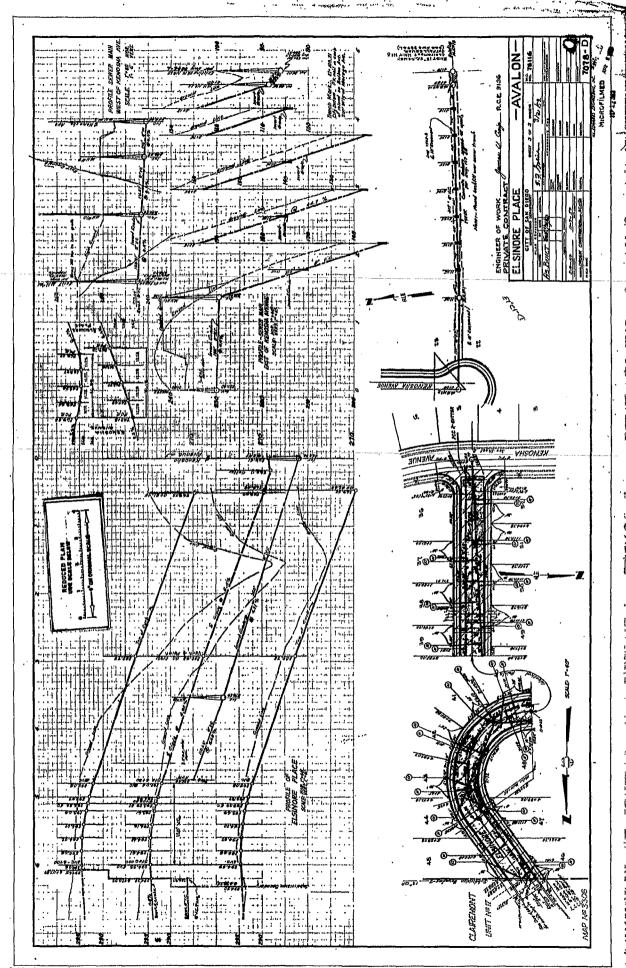
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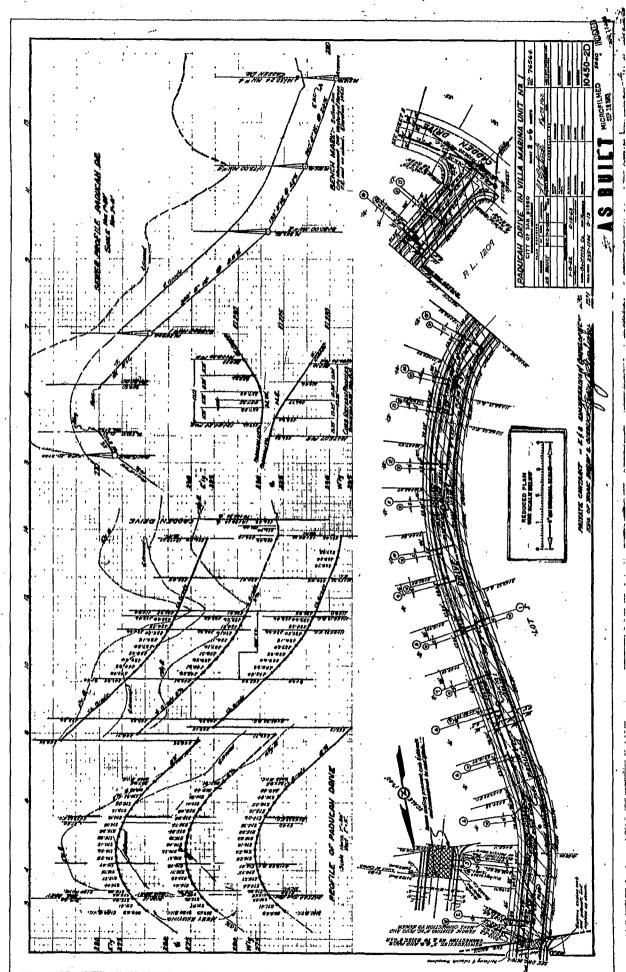
WATER GROUP 962 RESURFACING THOMAS BROS. 1248 D3, D4 WBS# B-12077 MAP NO. 9

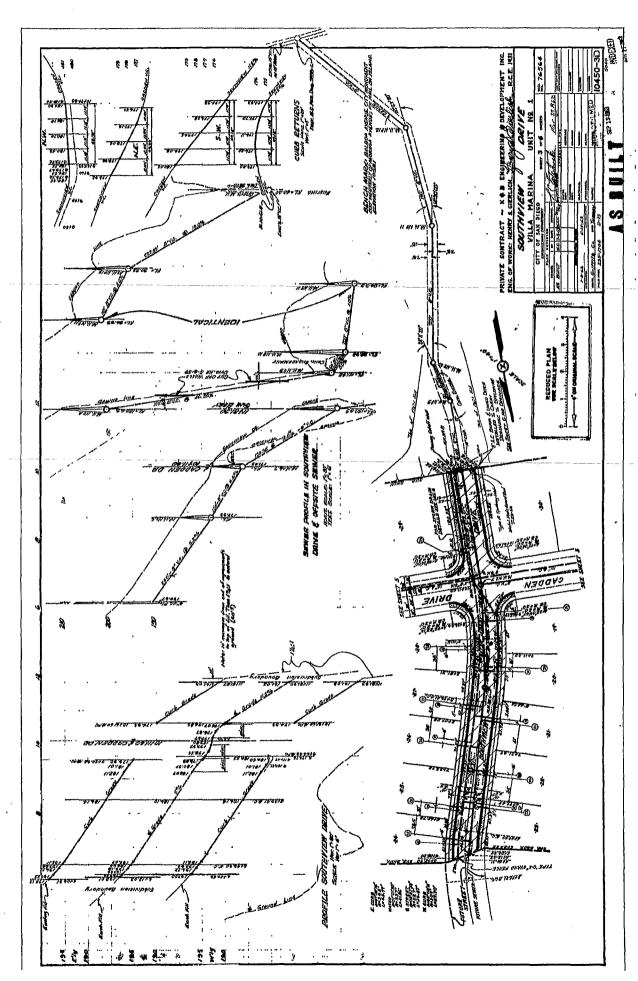
## **REFERENCE AS-BUILTS**

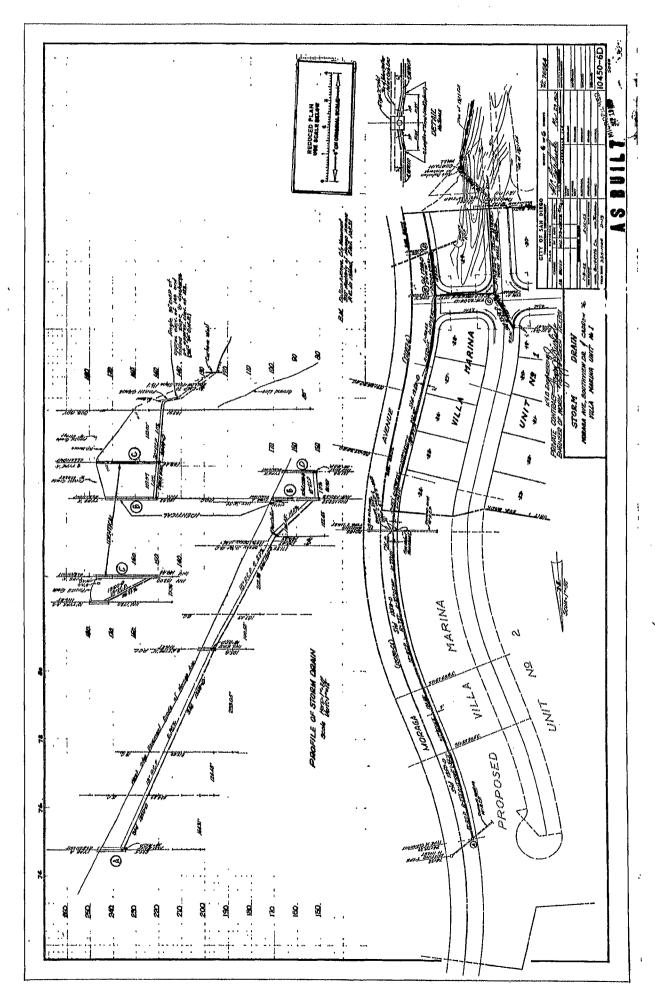


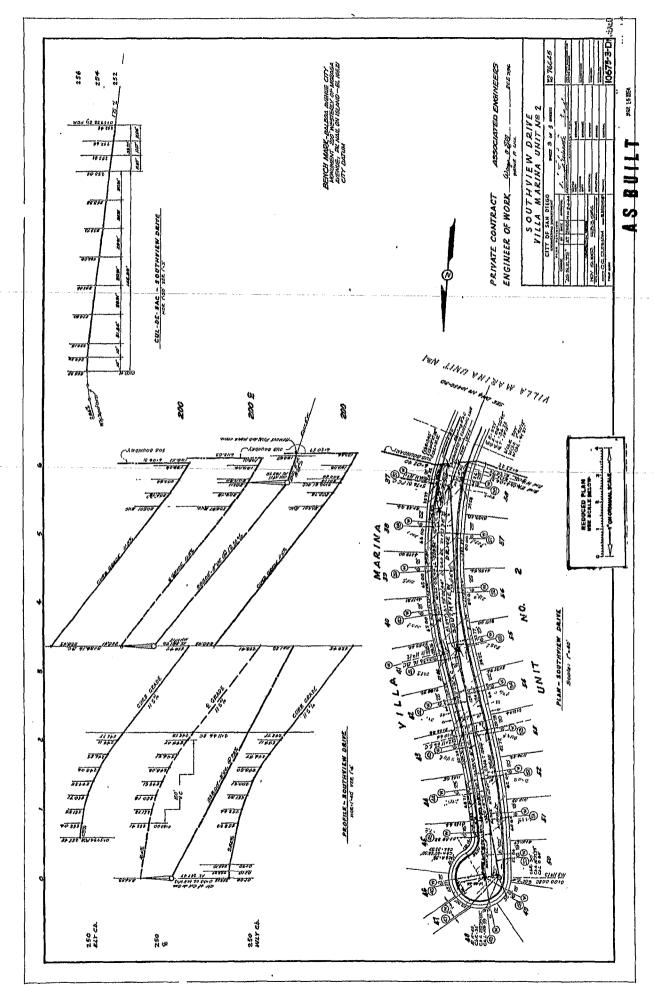


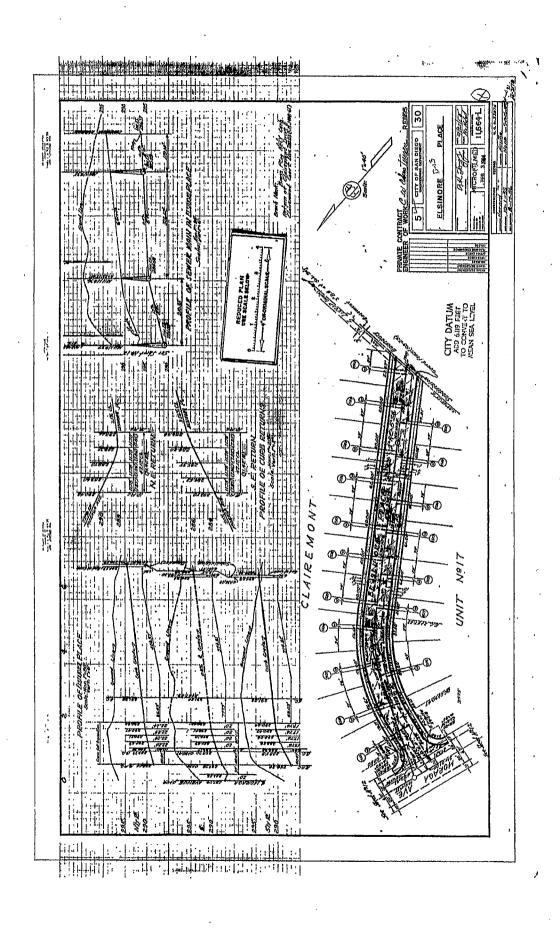


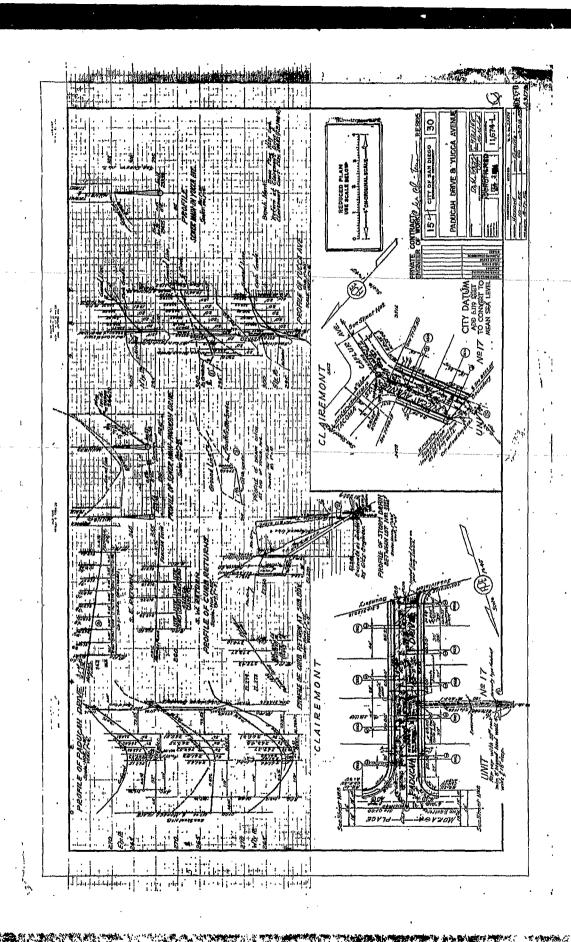


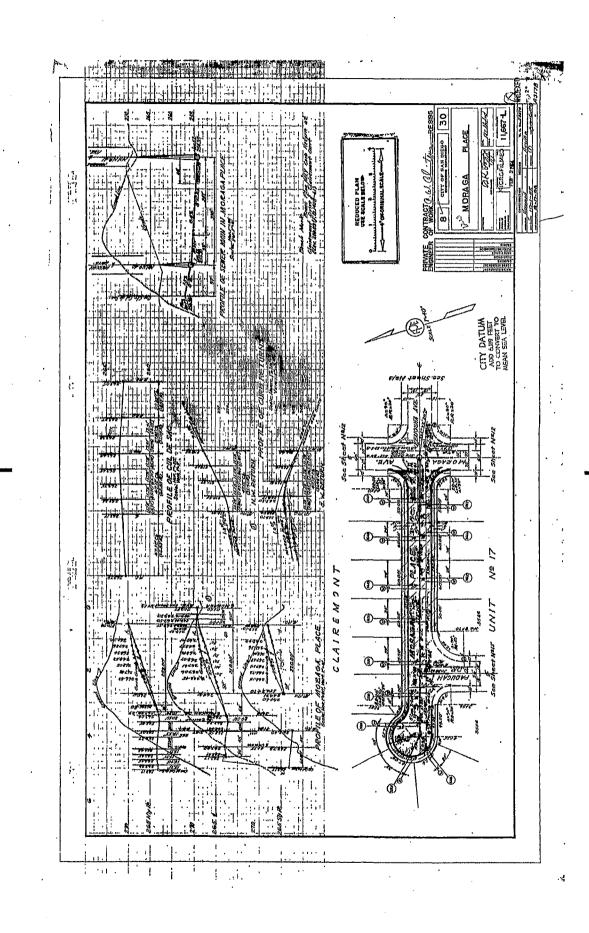


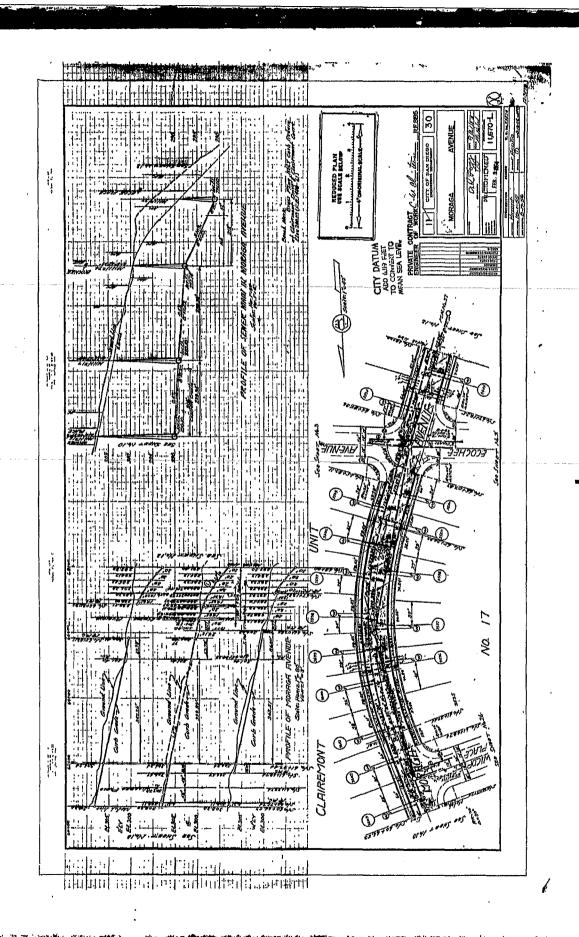


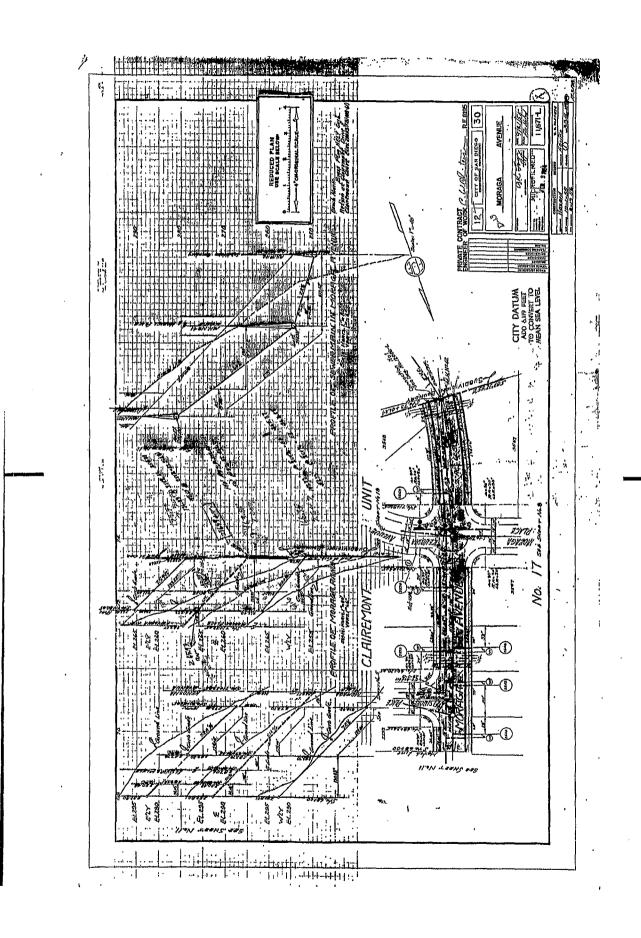


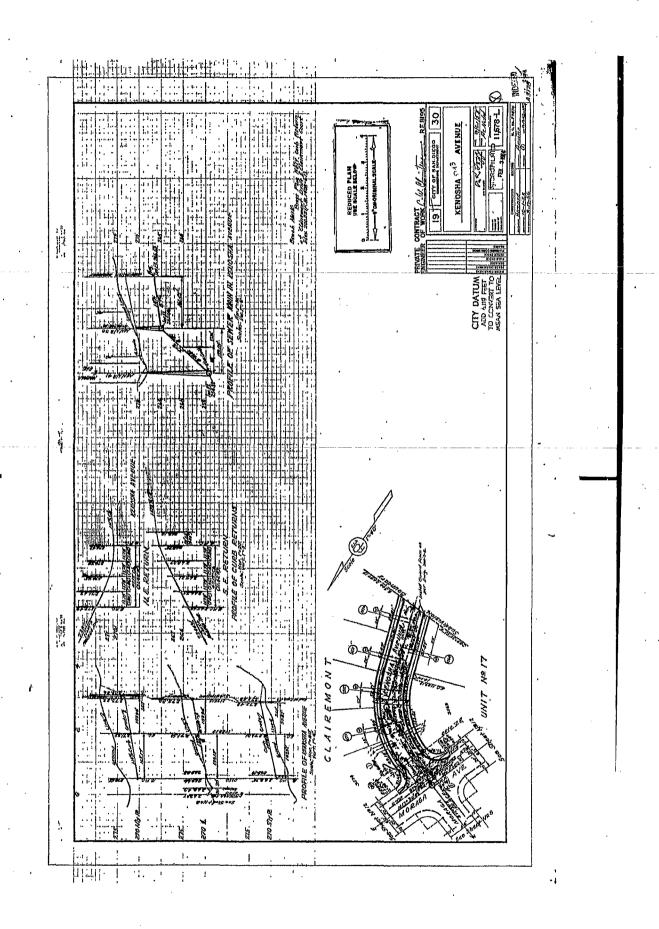


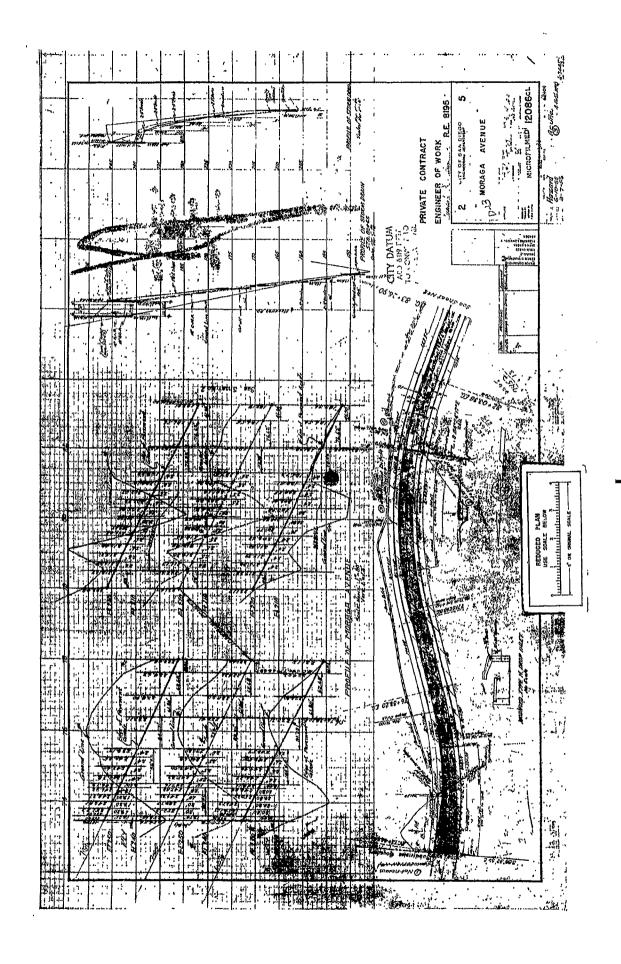


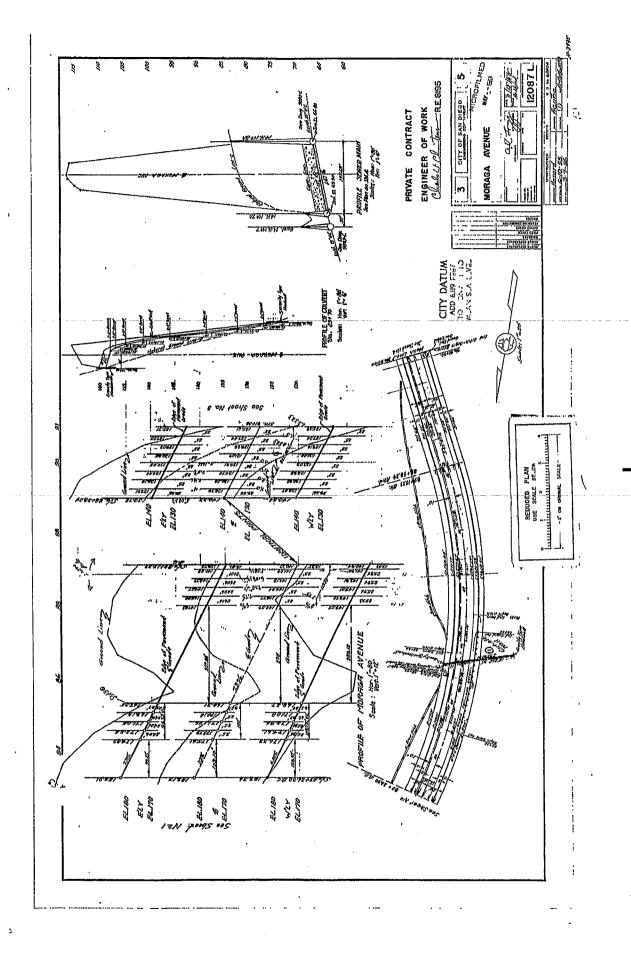


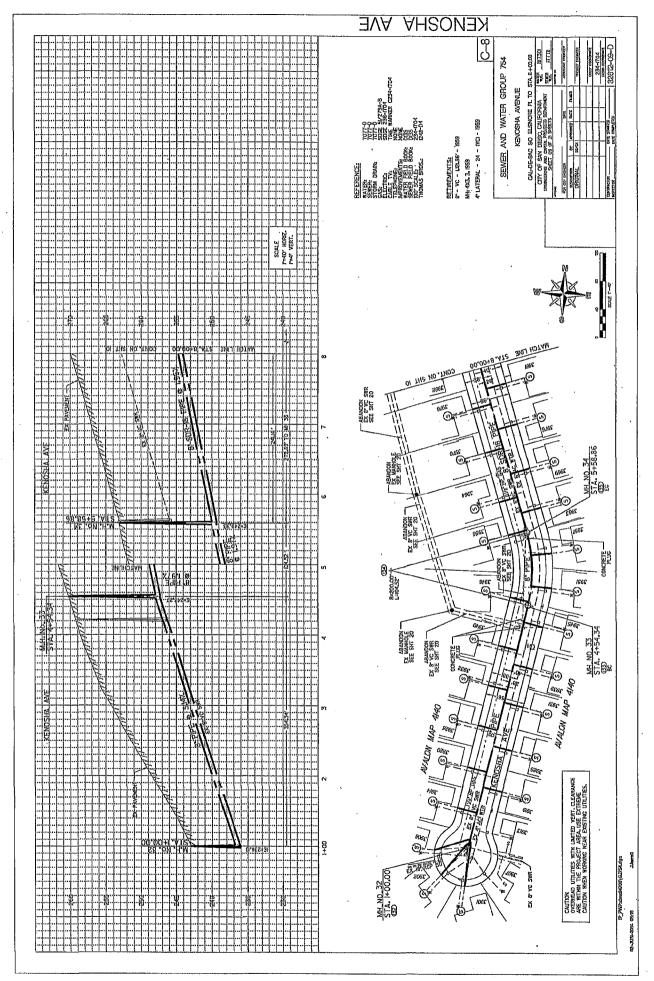


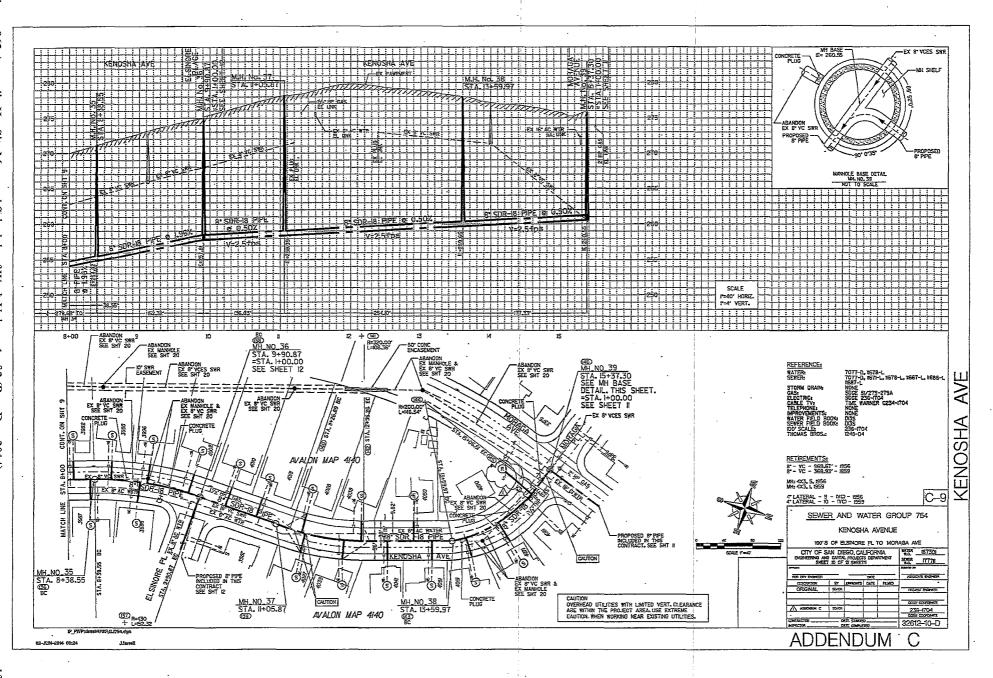


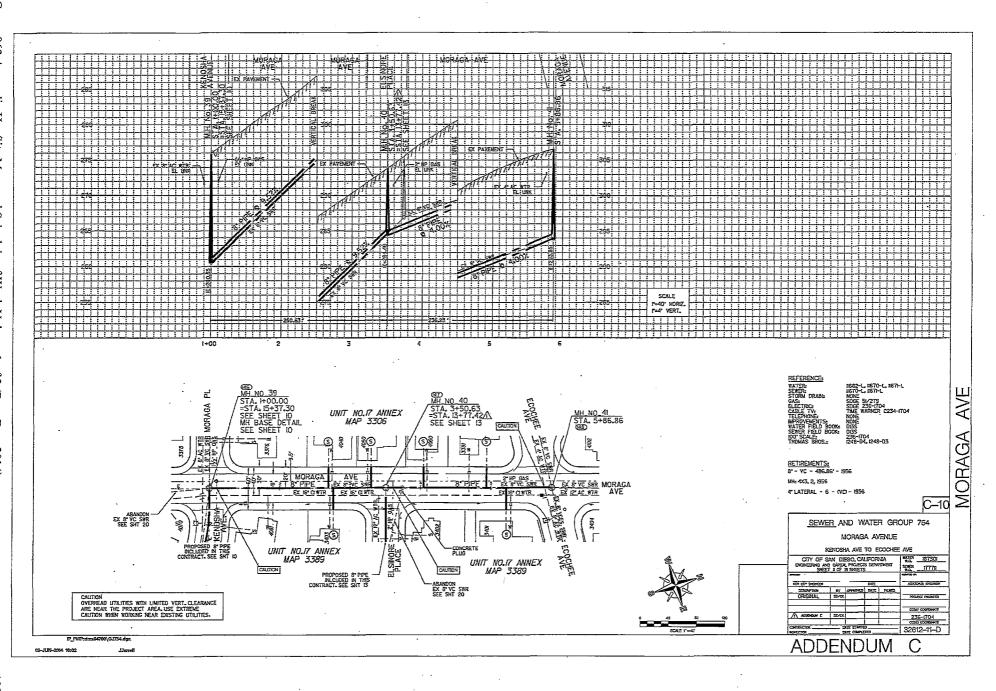


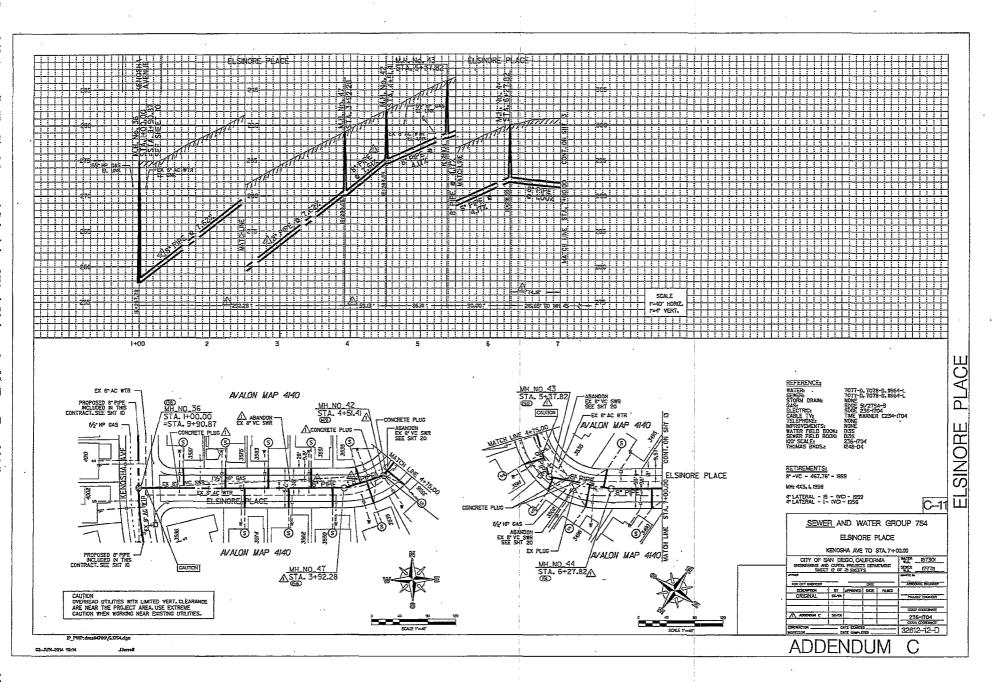


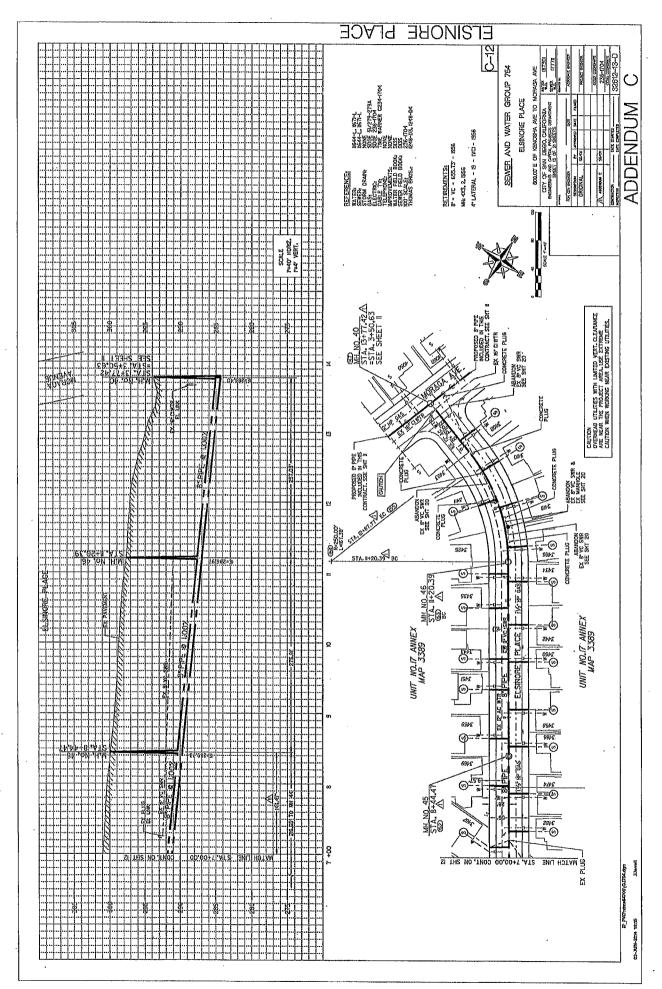


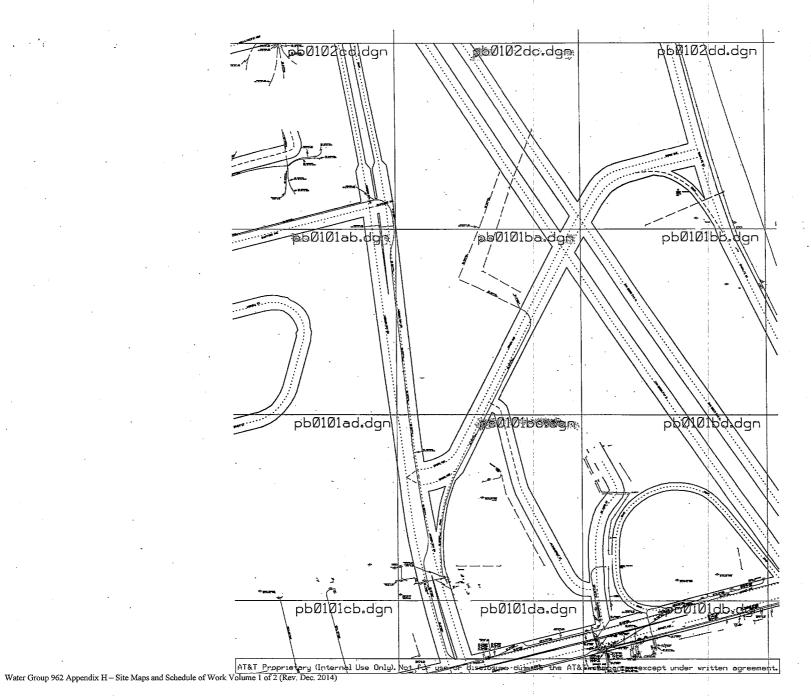




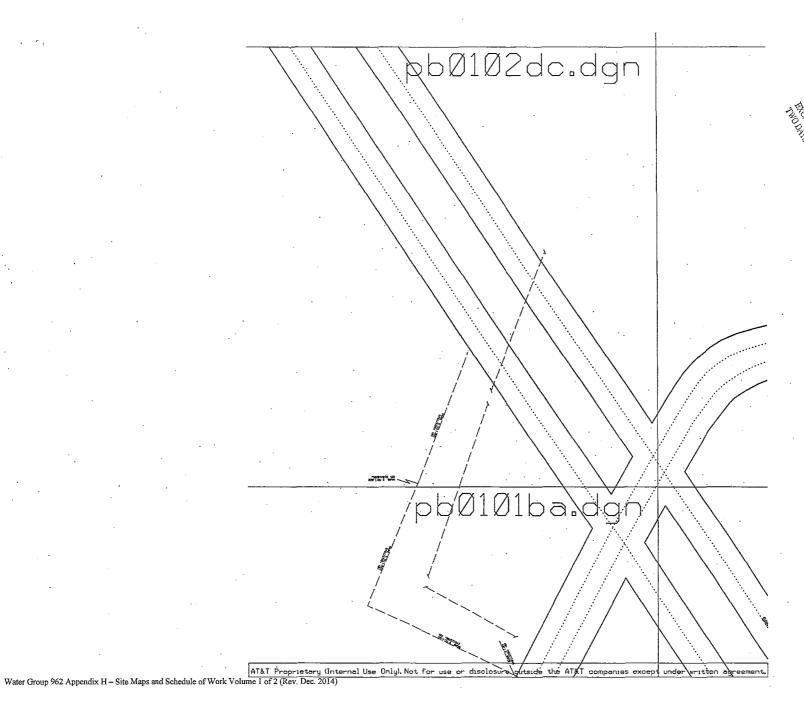




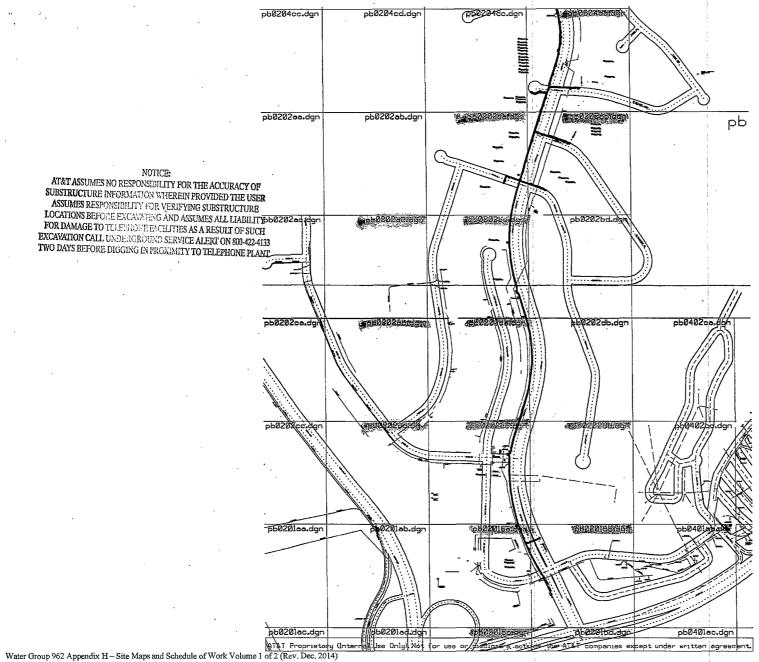


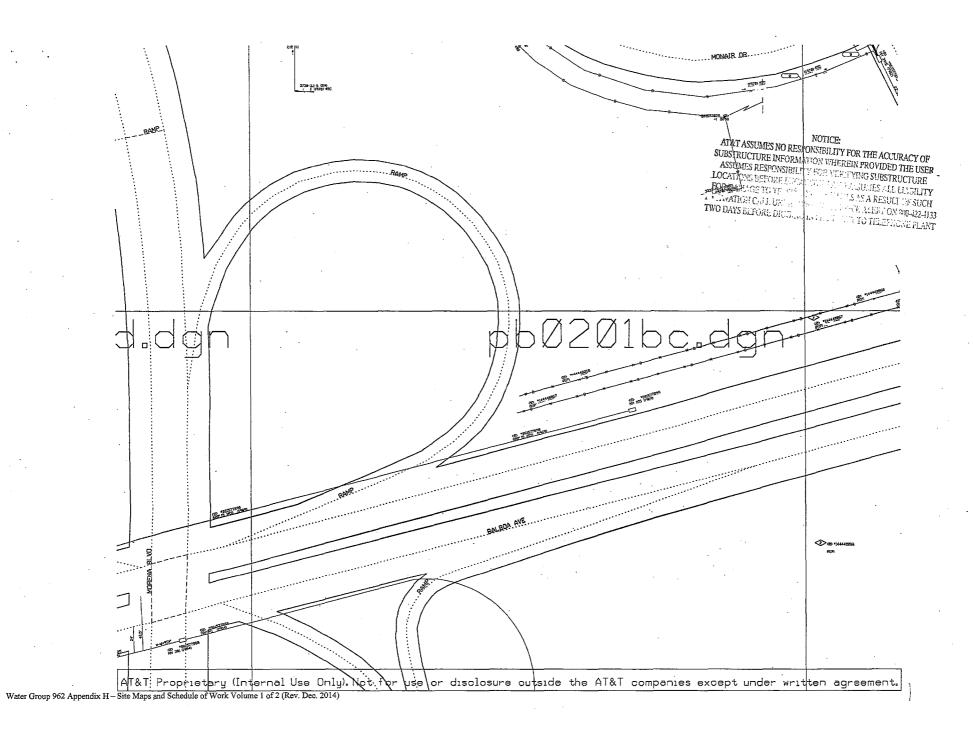


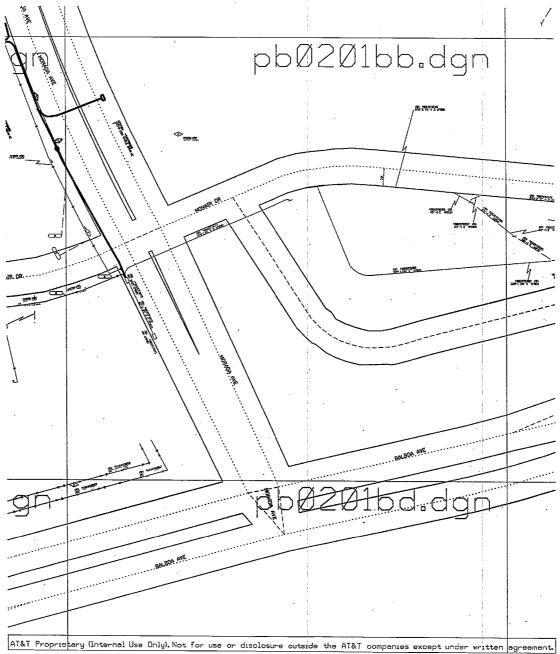
AT&T



137 | Page







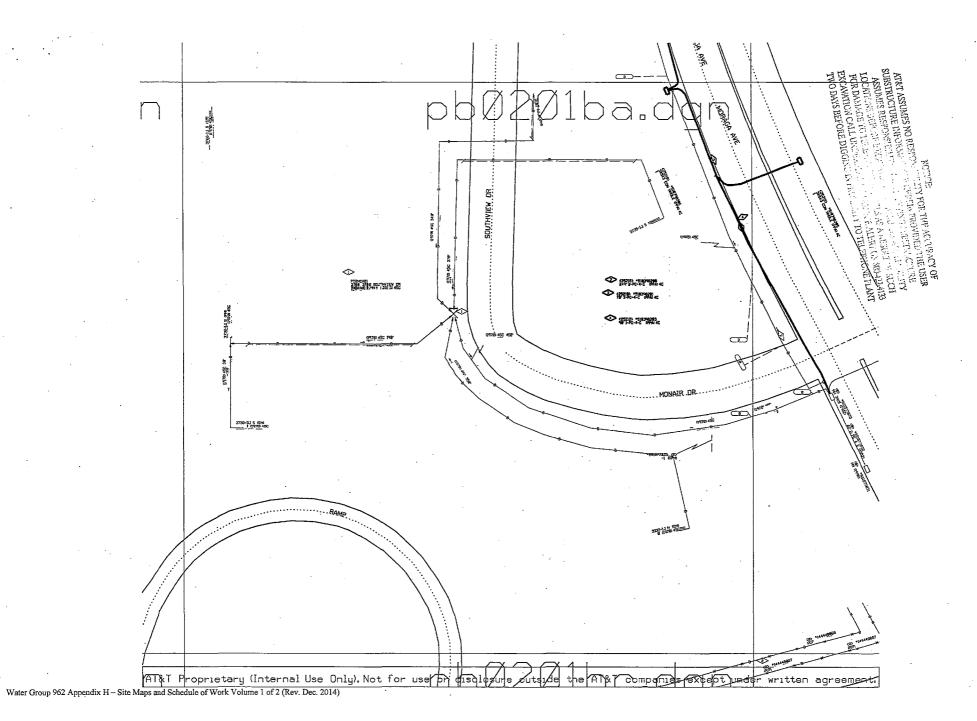
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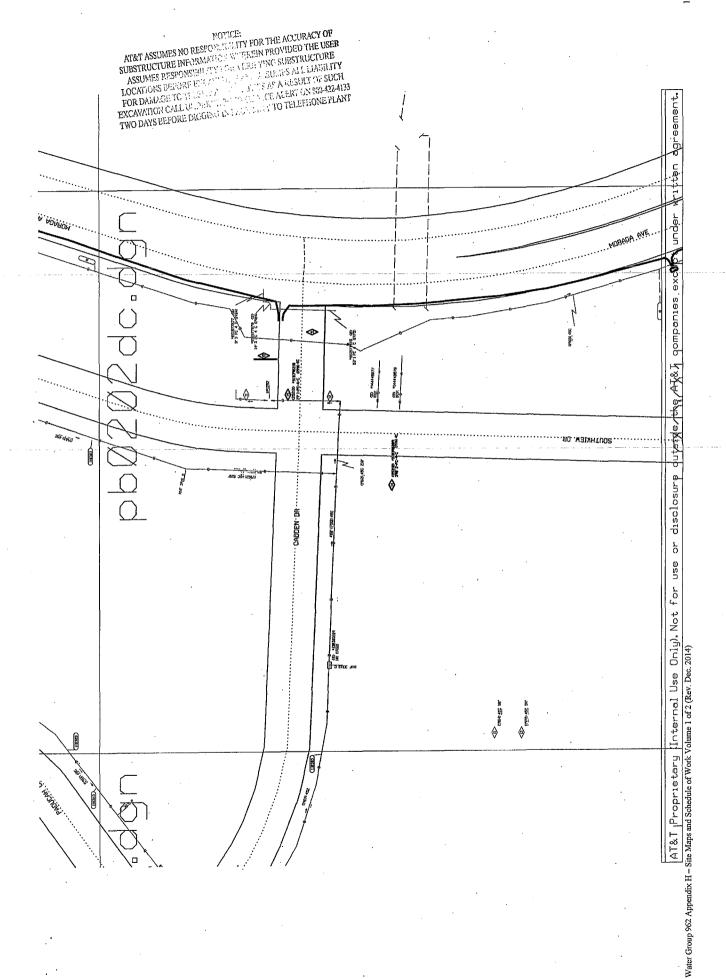
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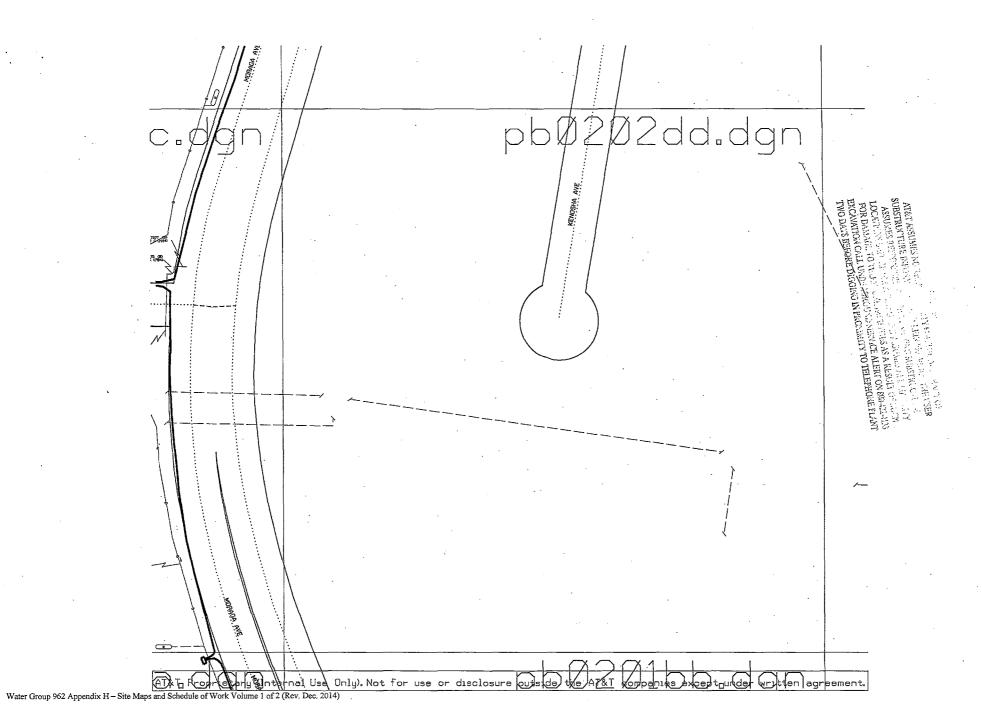
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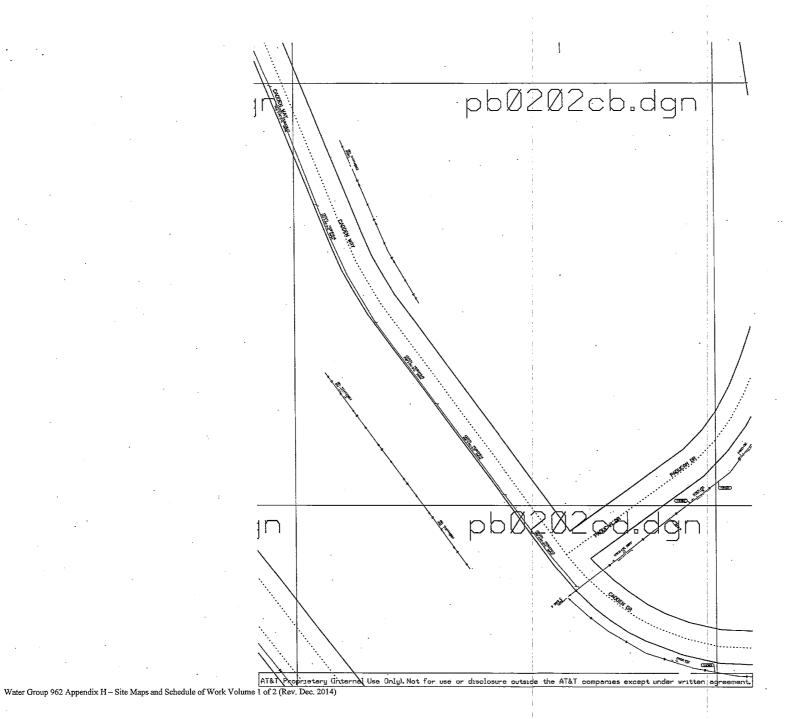
ACSUMES RESPONSIBILITY FOR VEHAPTEN CHARGES AND

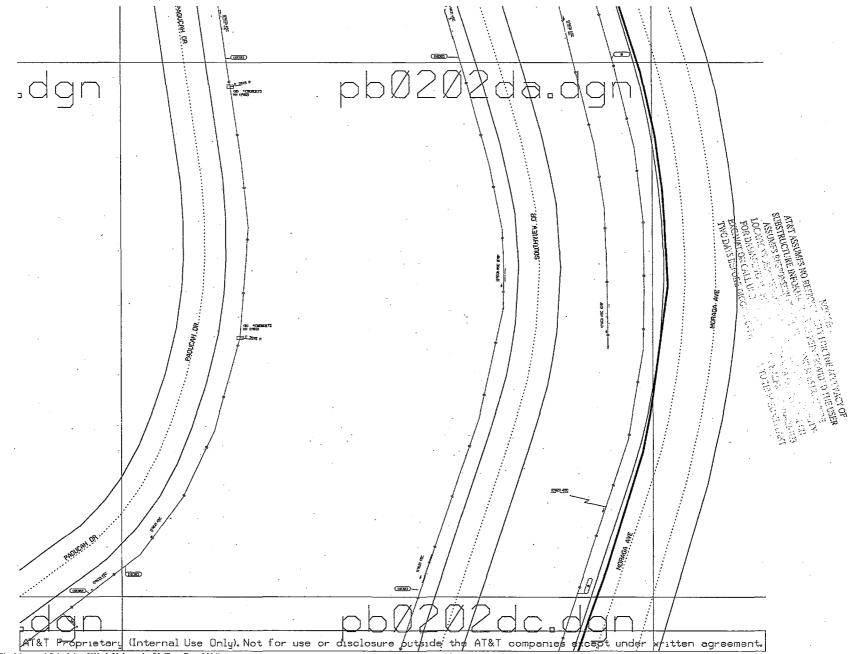
LOCATIONS BEFORE EXCLAPACE AND ACADAMAGE TO TELEPHONE FOR DAMAGE TO TELEPHONE

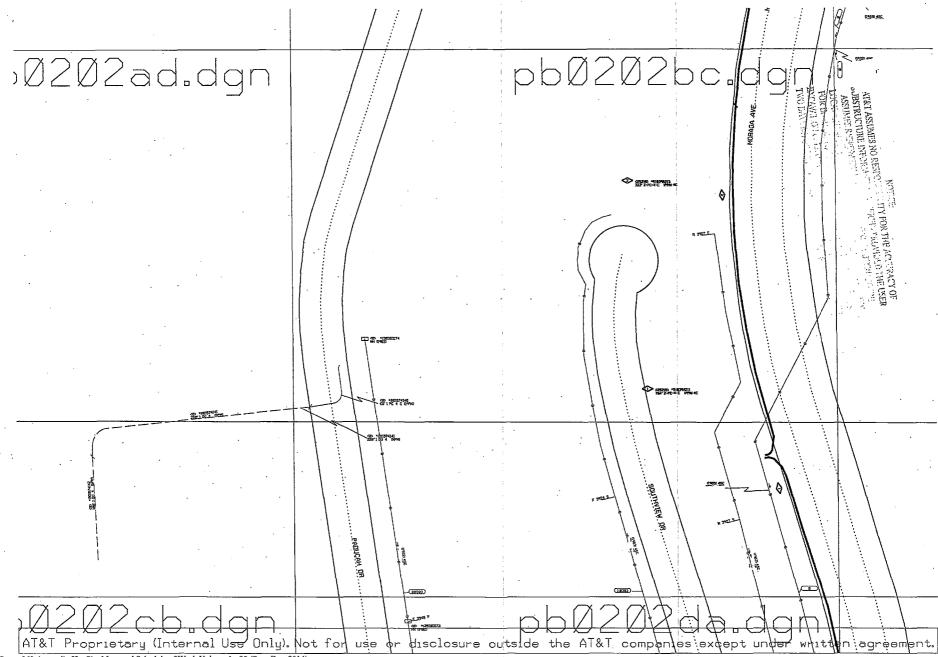


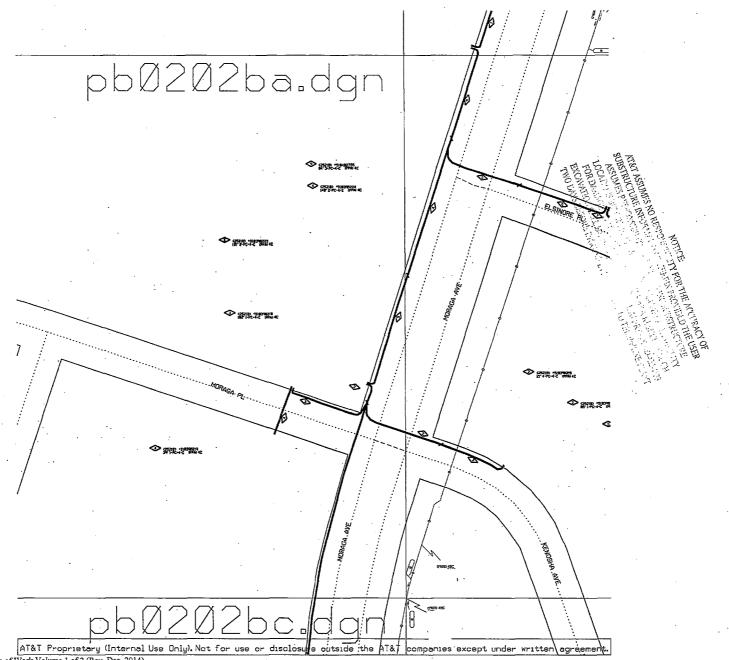


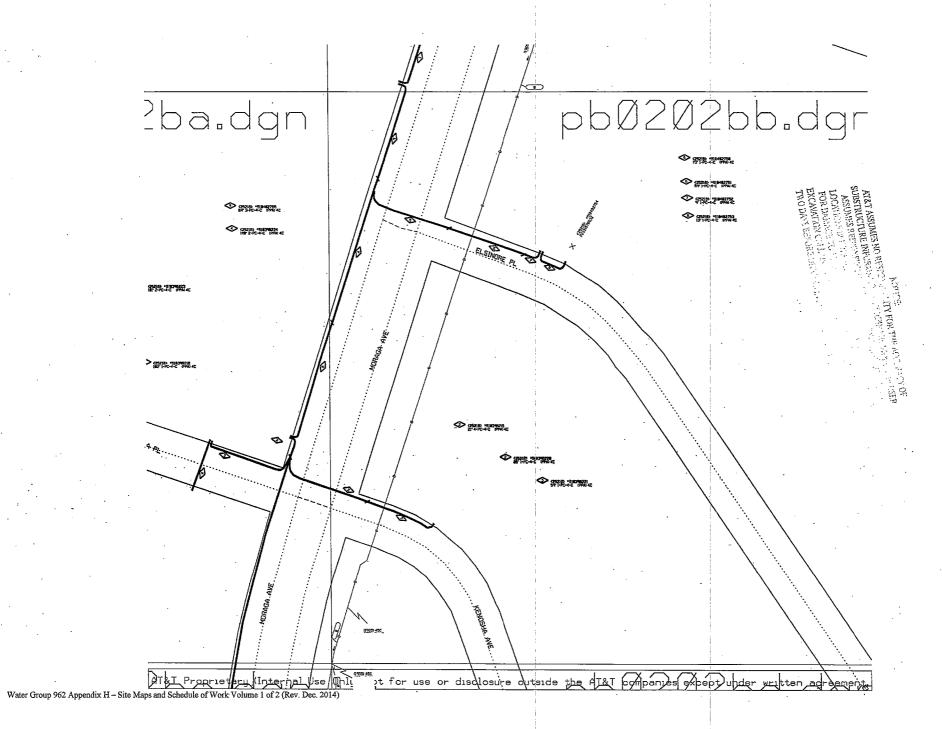


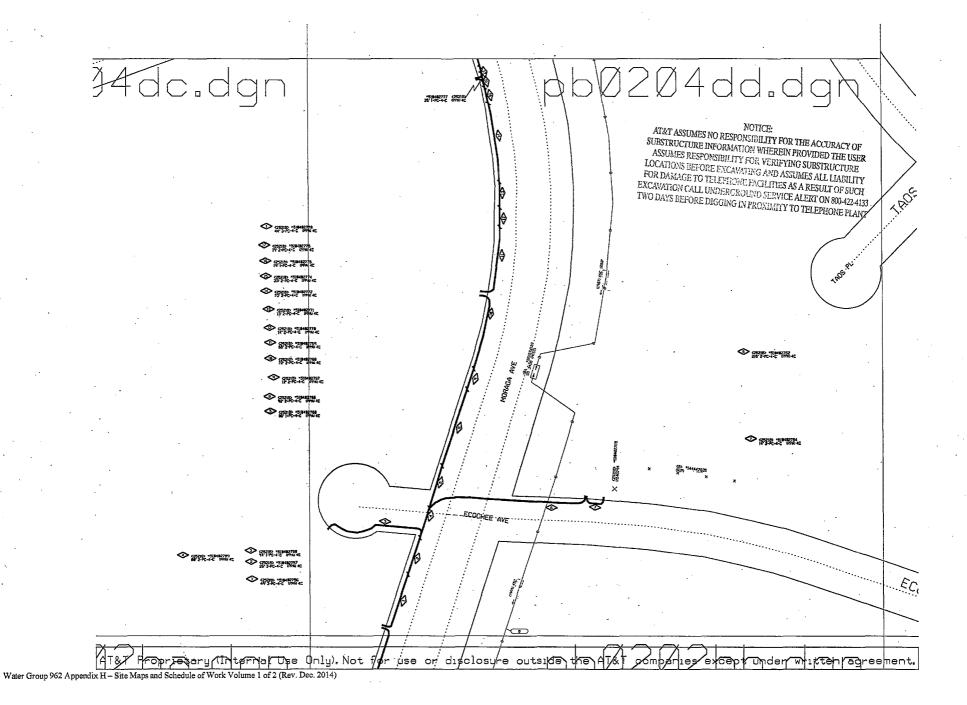












LEVEL Driscoll Dr Stockett Way Fryden Ct Hunrichs Way Nemaha Dr Brillden Ct **Nute Way** Avati Dr Hartman Way Caflur Ave Morage PI & Moraga Ave, San Diego, CA Ecochee Ave San Diego Cadden Dr San Diego Southview Dr Mission Bay Dr Monair Dr State Hwy 274 Ramp Mount Laurence Dr Garnet Ave Brandywine St Trenton Ave Paul Jones Ave Alley Alley Alley Alley

Level 3 Facilities
Non-Level 3 Fiber Optic Facilities

Alley

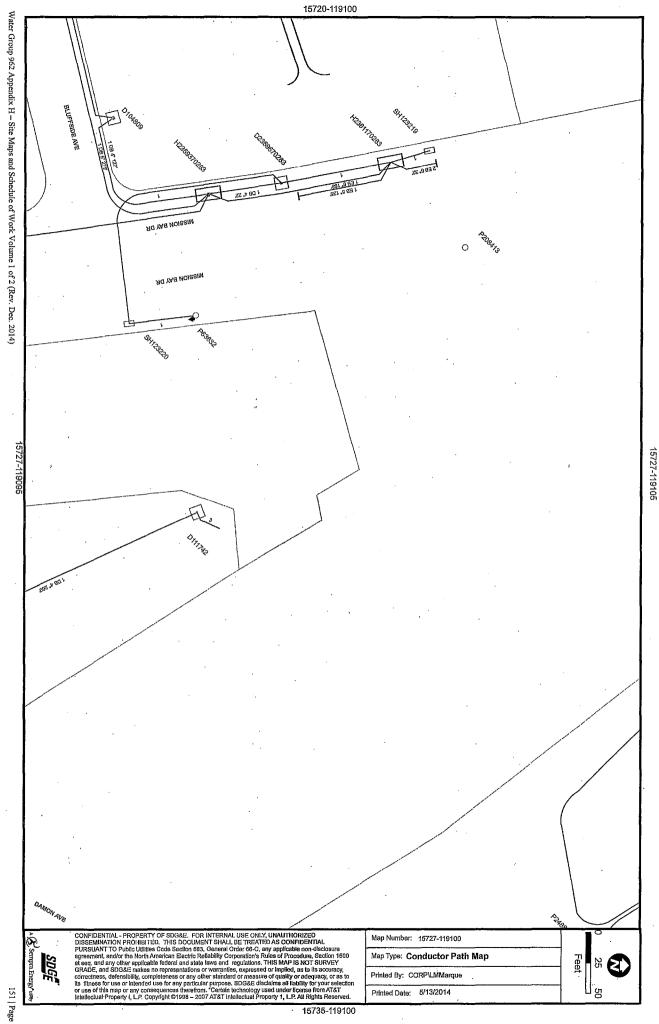
Note that the locations of Facilities shown on these drawings are only approximate and Level 3 hereby disclaims any responsibility to third parties for the accuracy of this information. Persons working in the area covered by these drawings must contact the statewide Call-Before-You-Dig System to ascertain the location of underground facilities prior to performing any excavation.

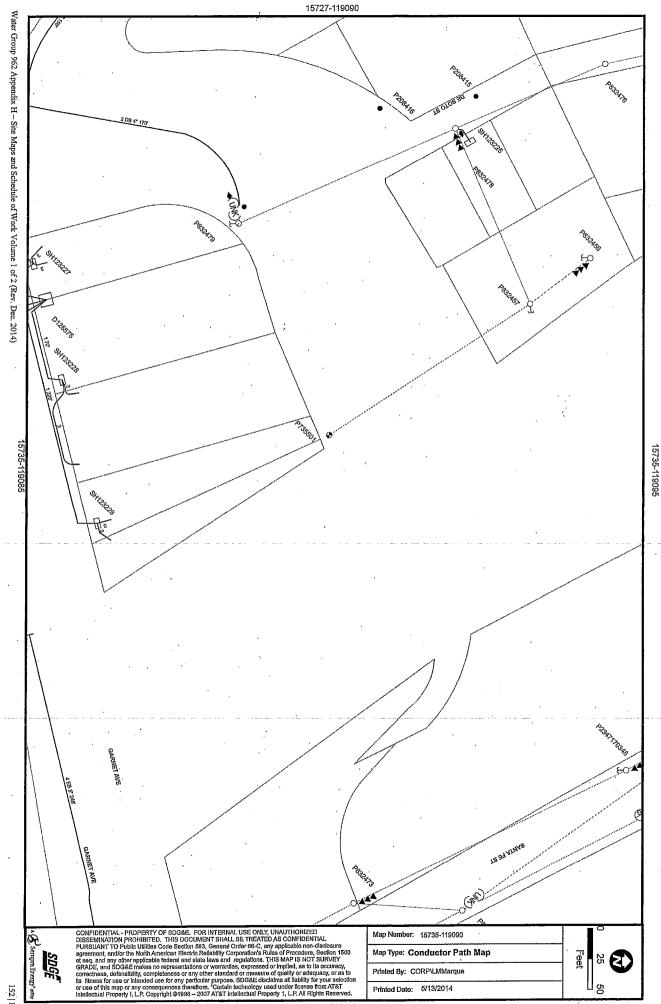
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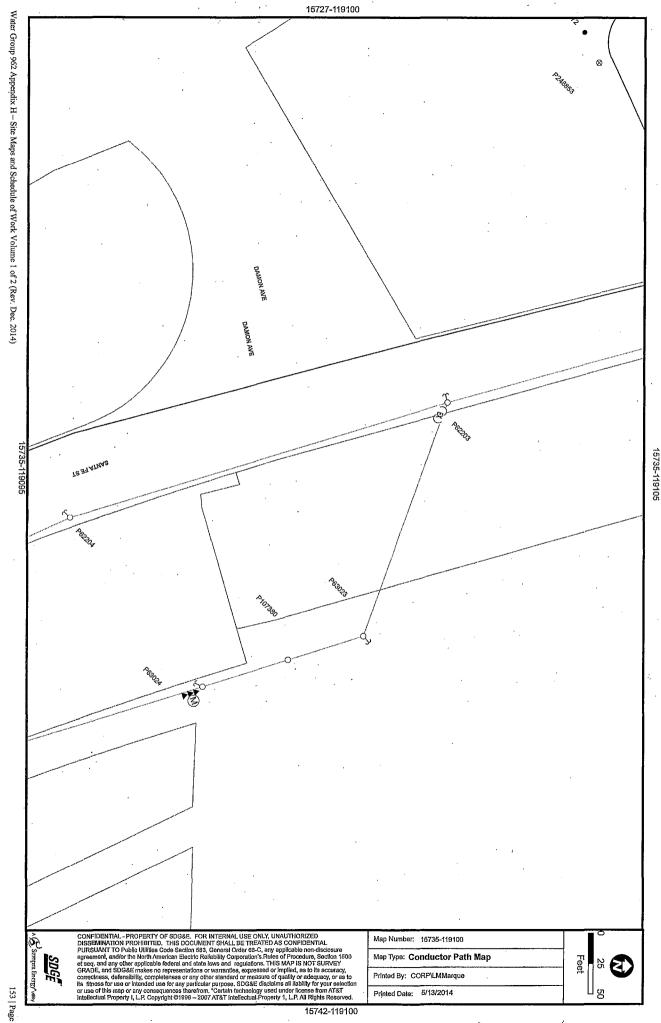
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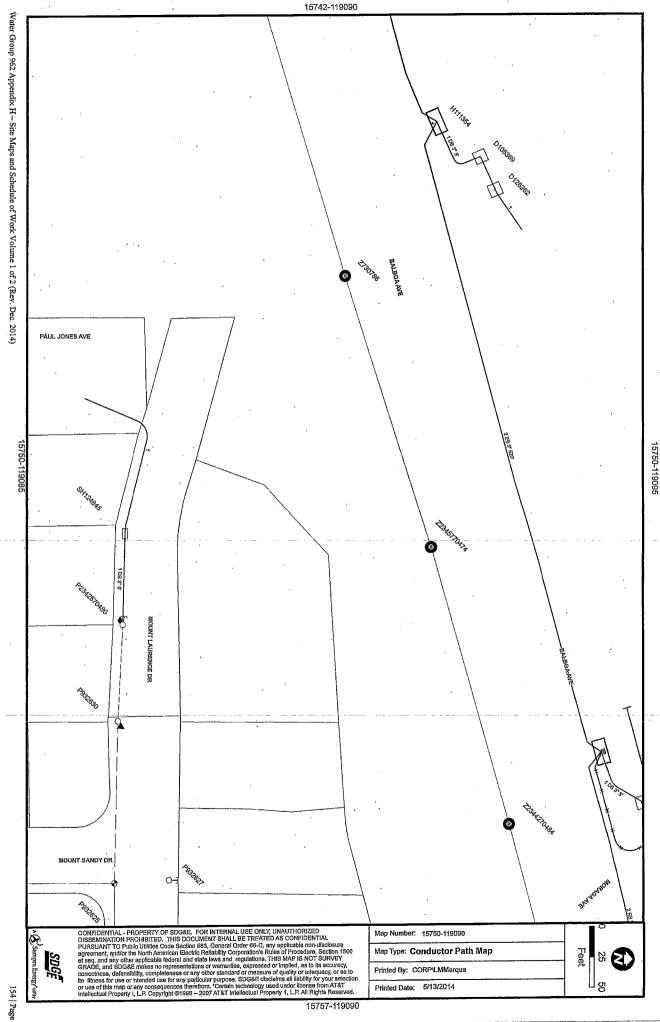
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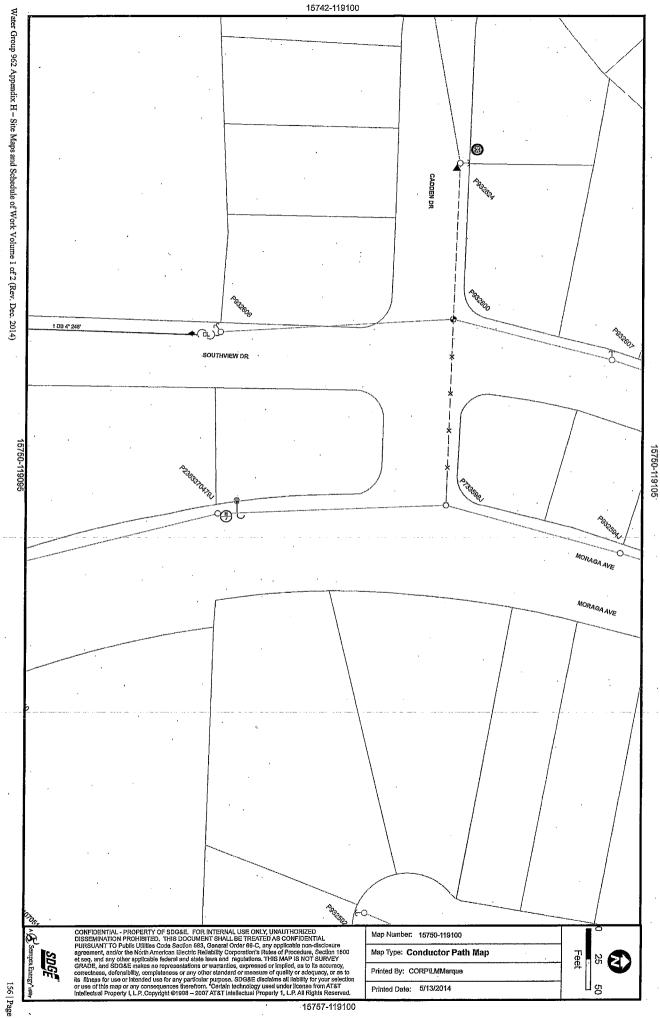
Bunker HIII SI

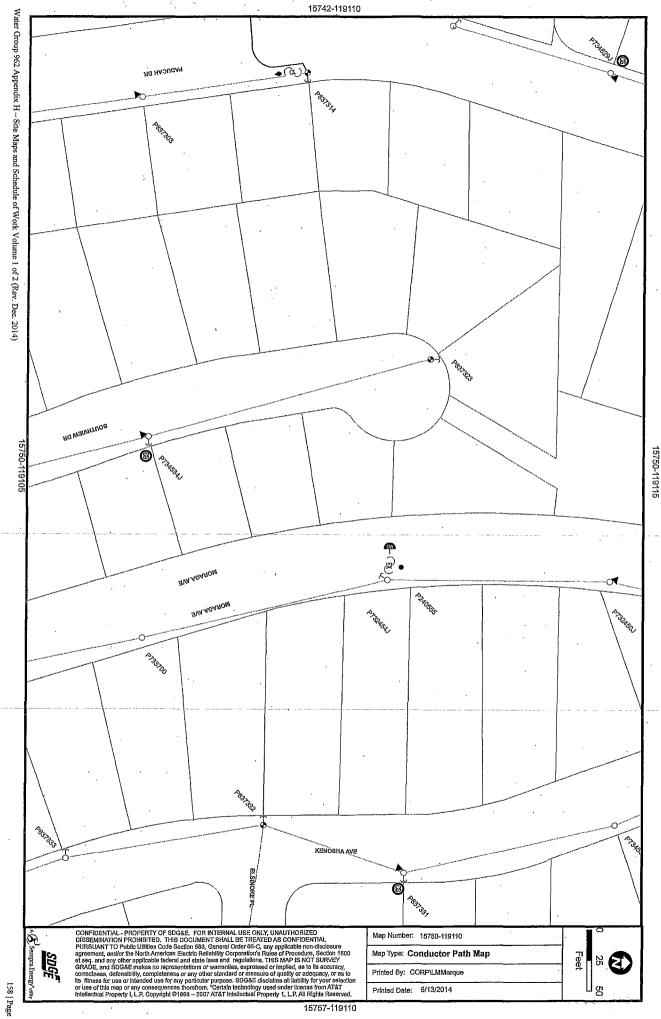


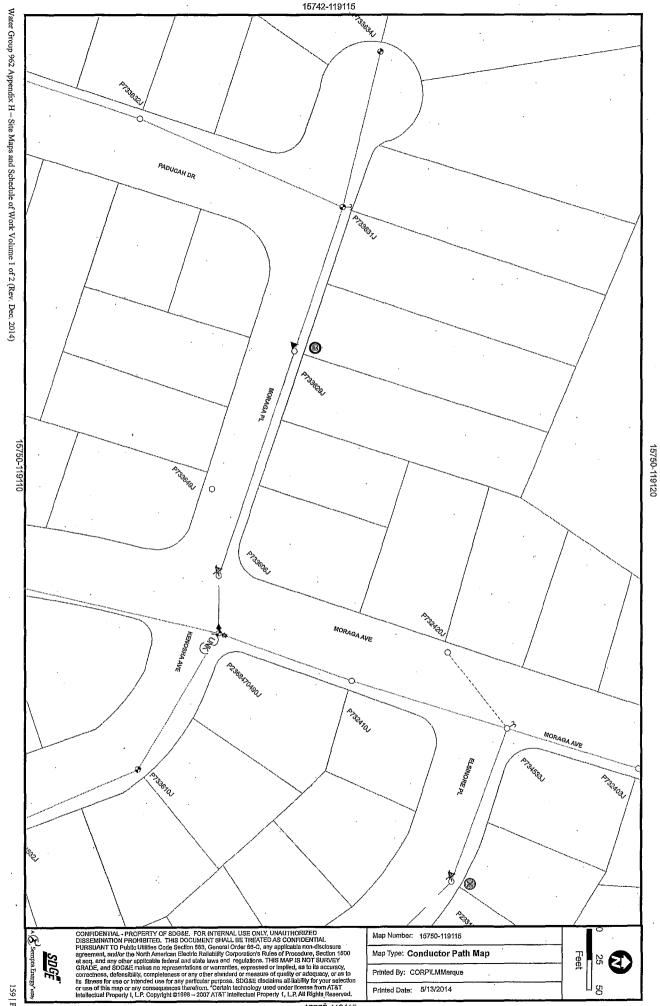


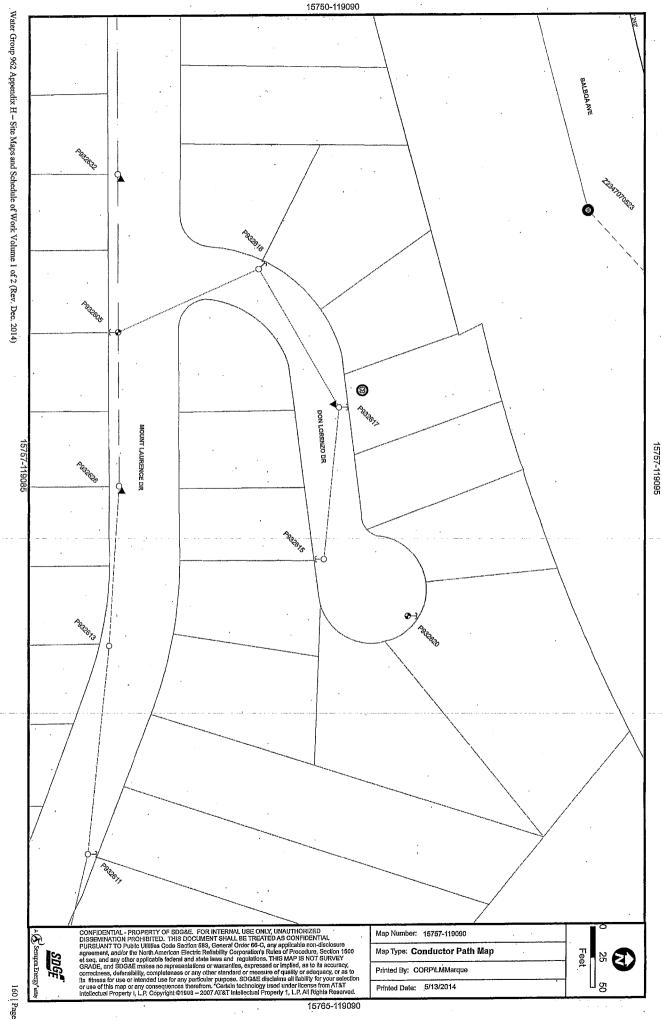


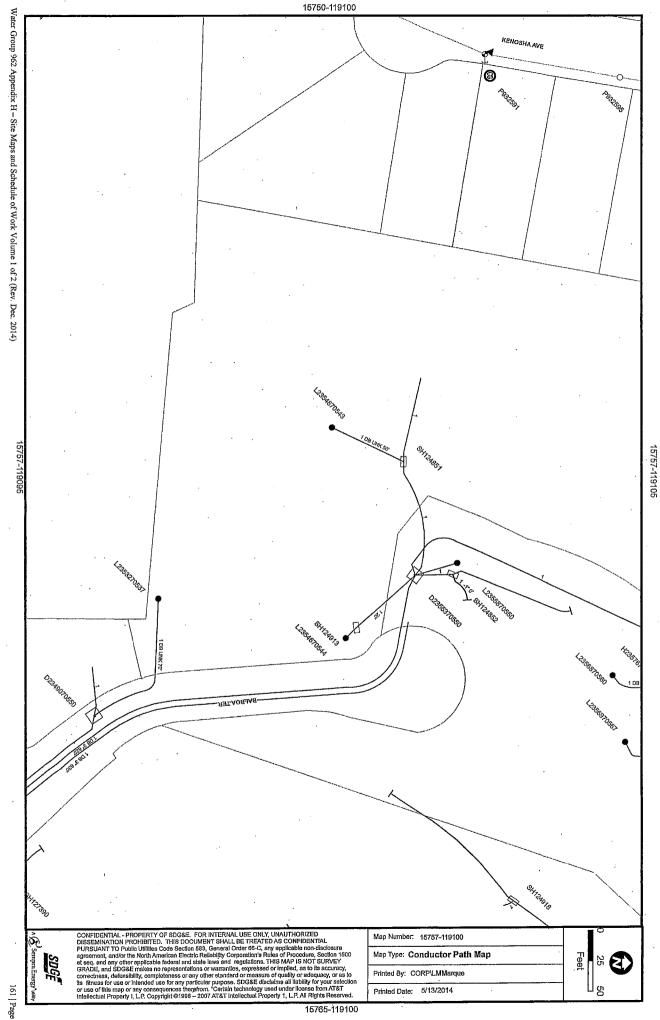


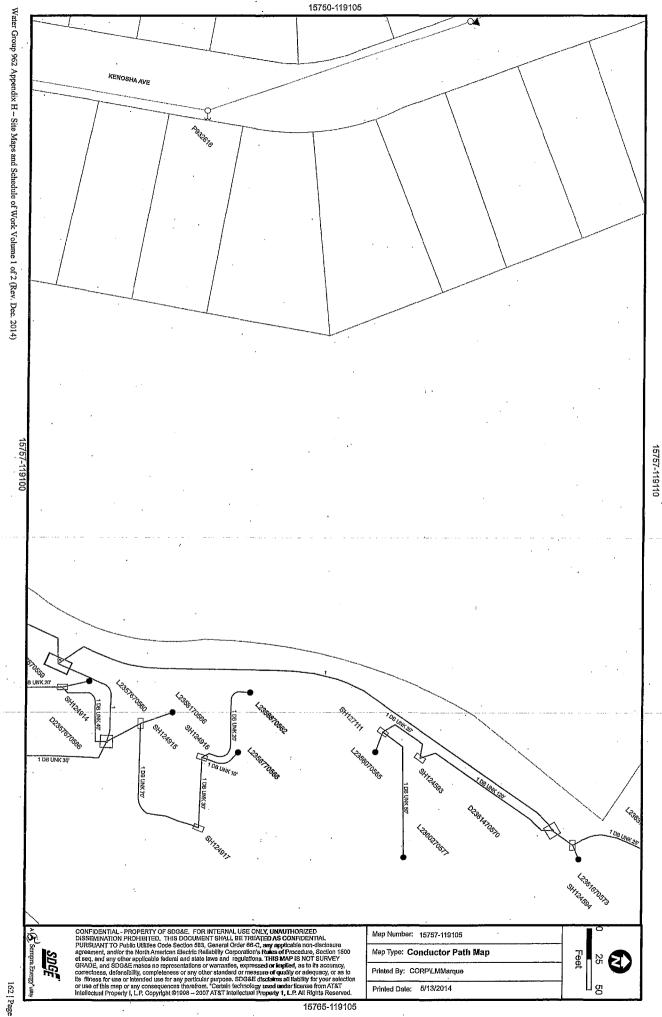


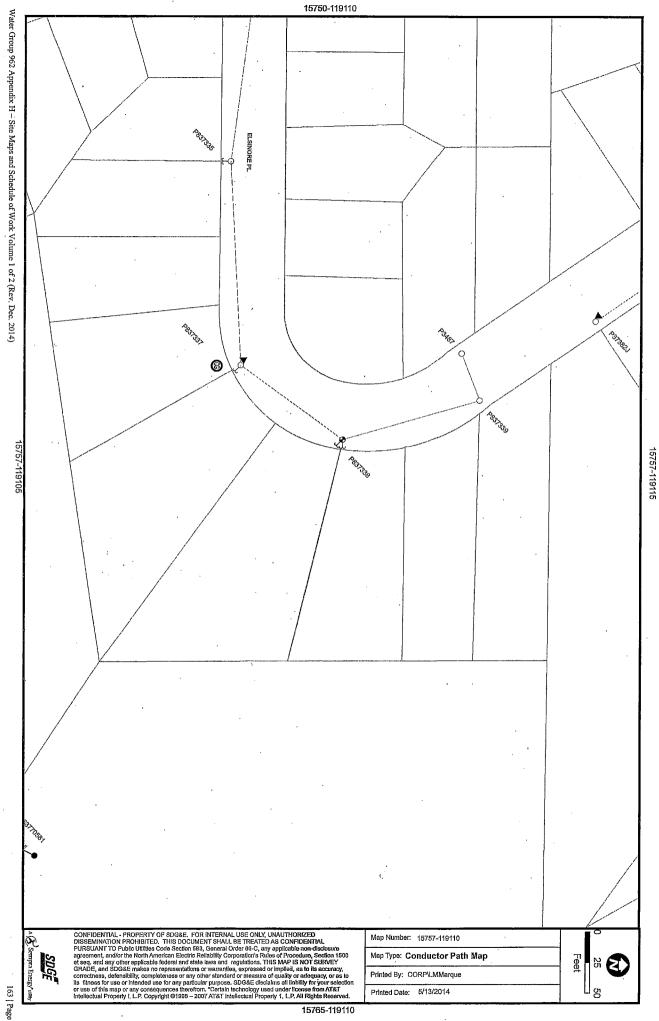


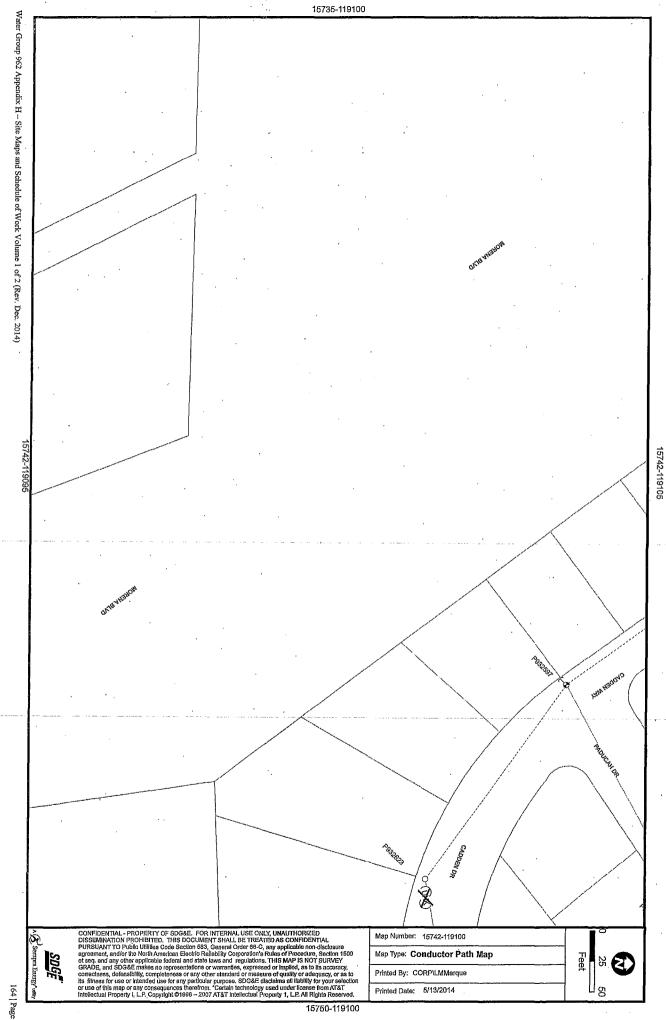


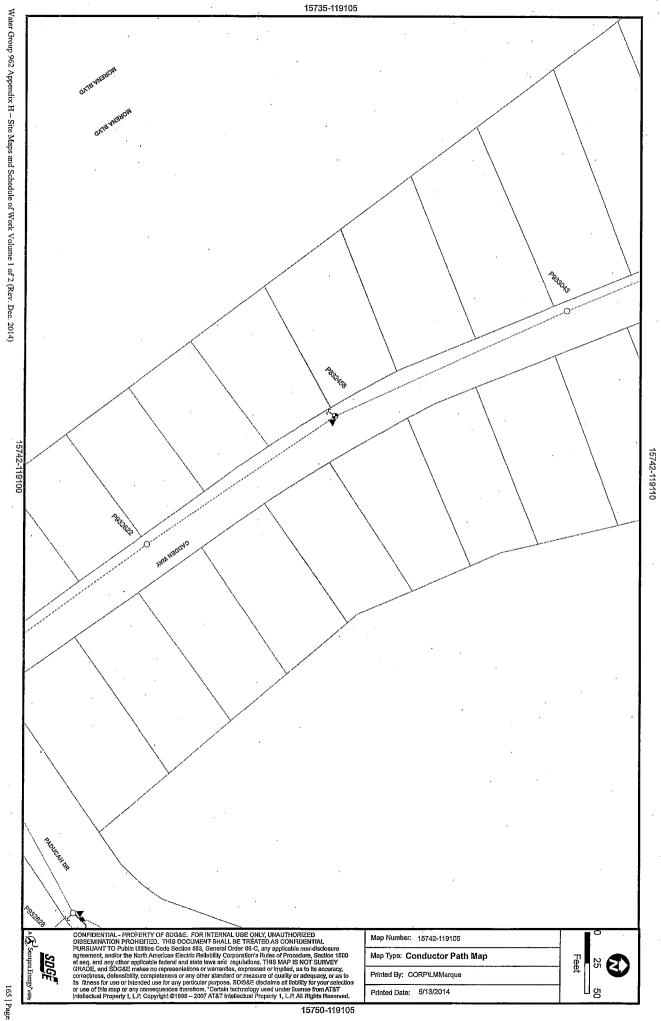


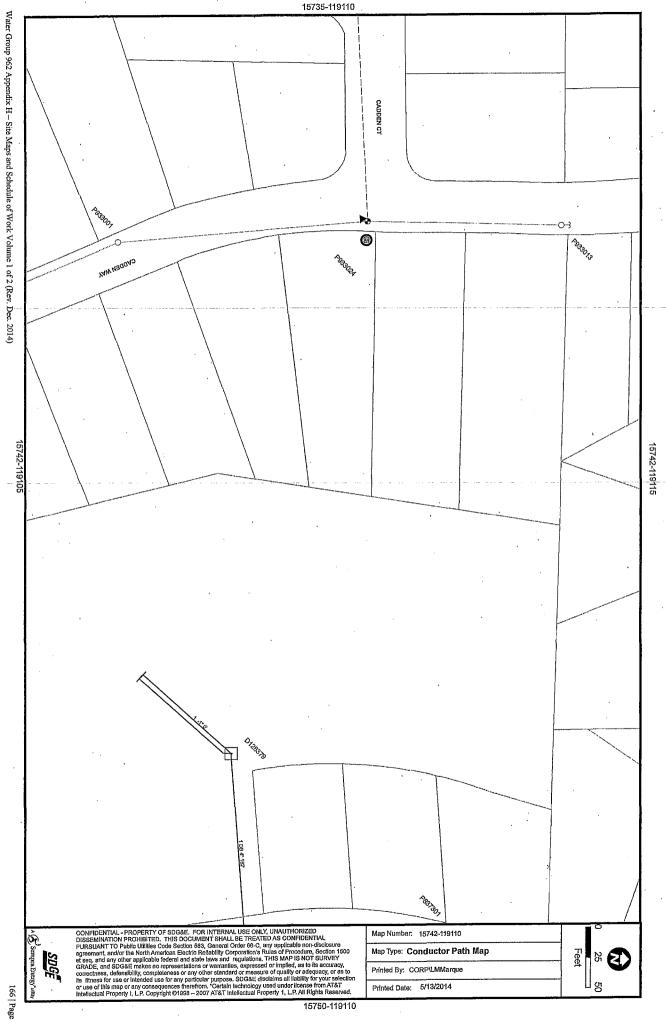


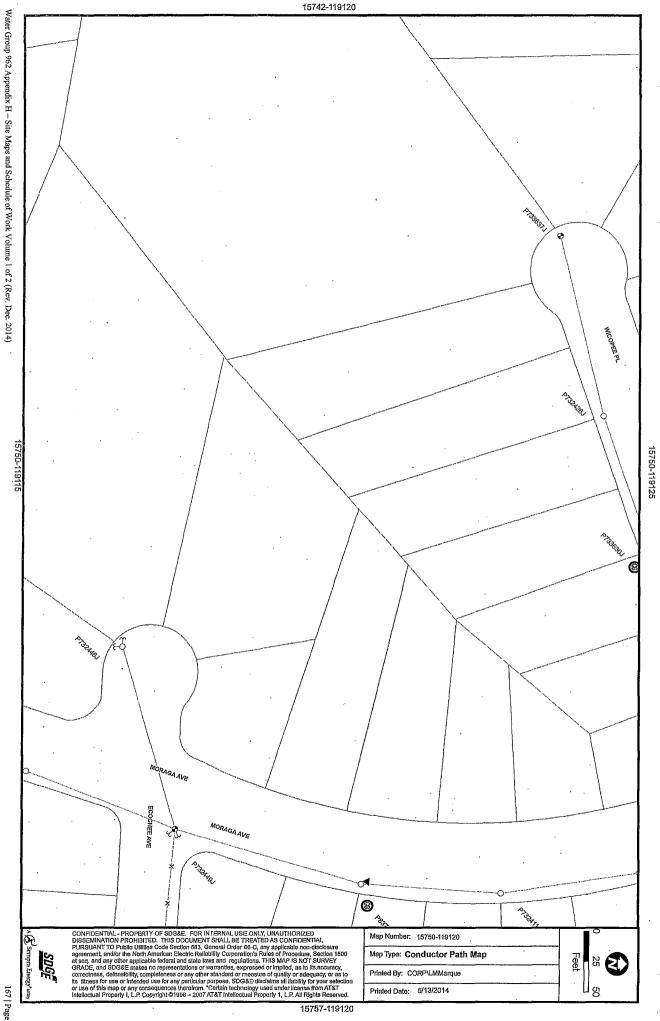


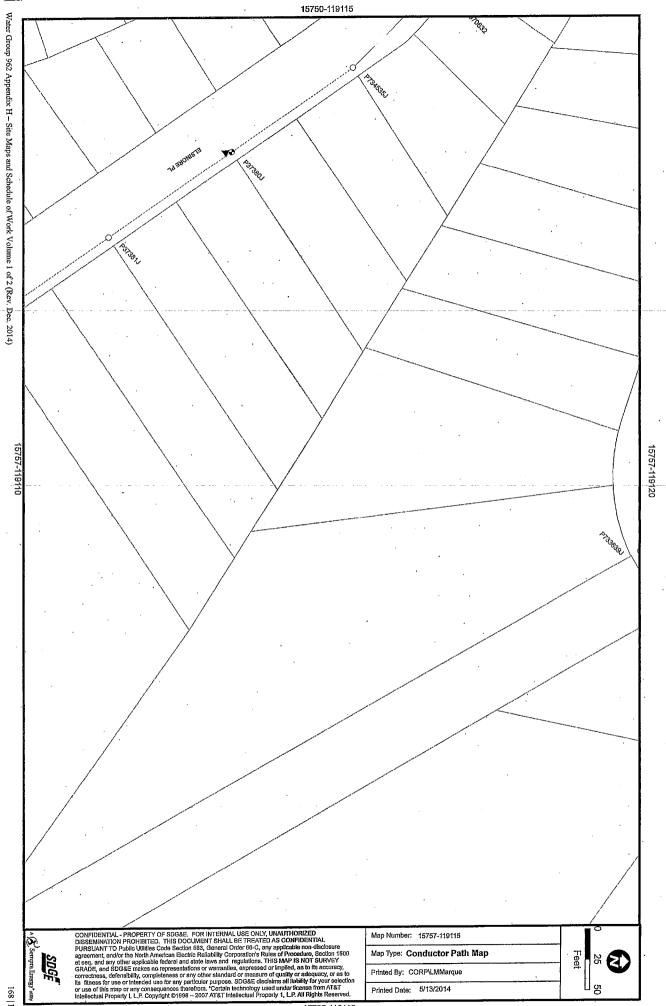


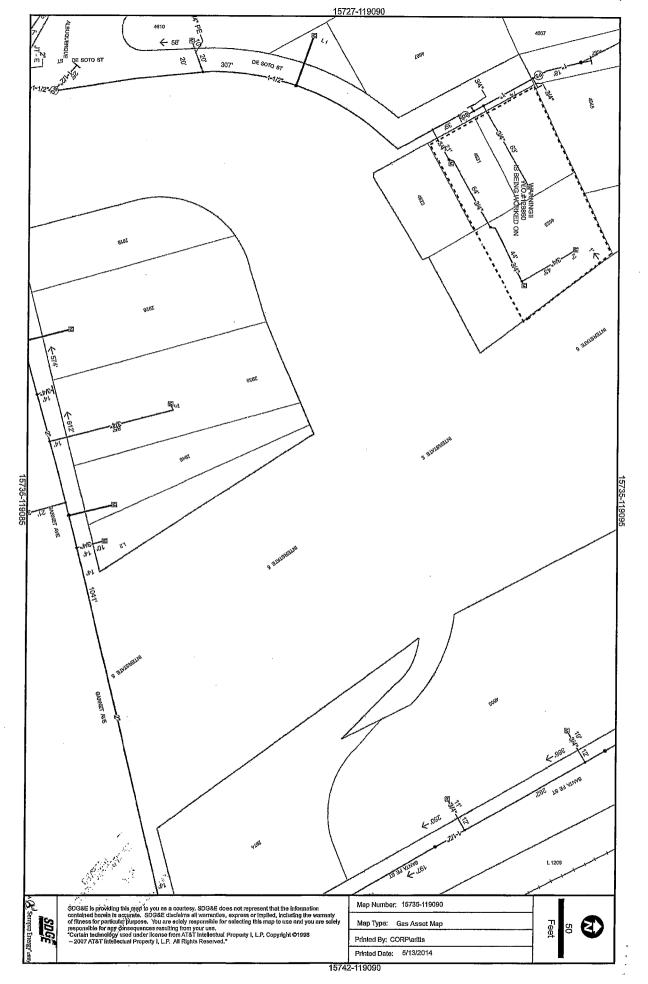


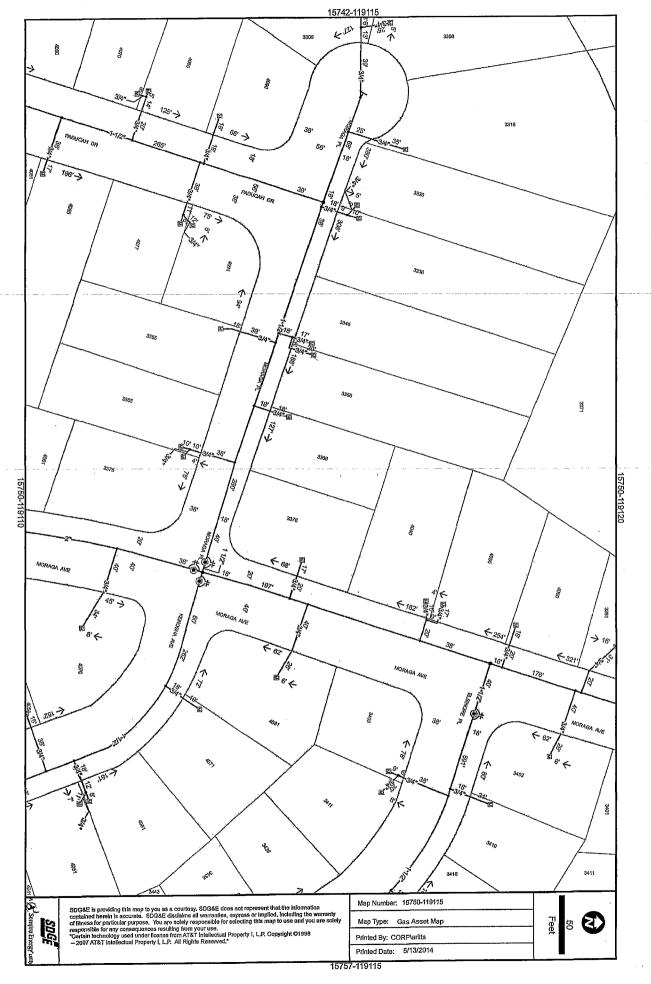




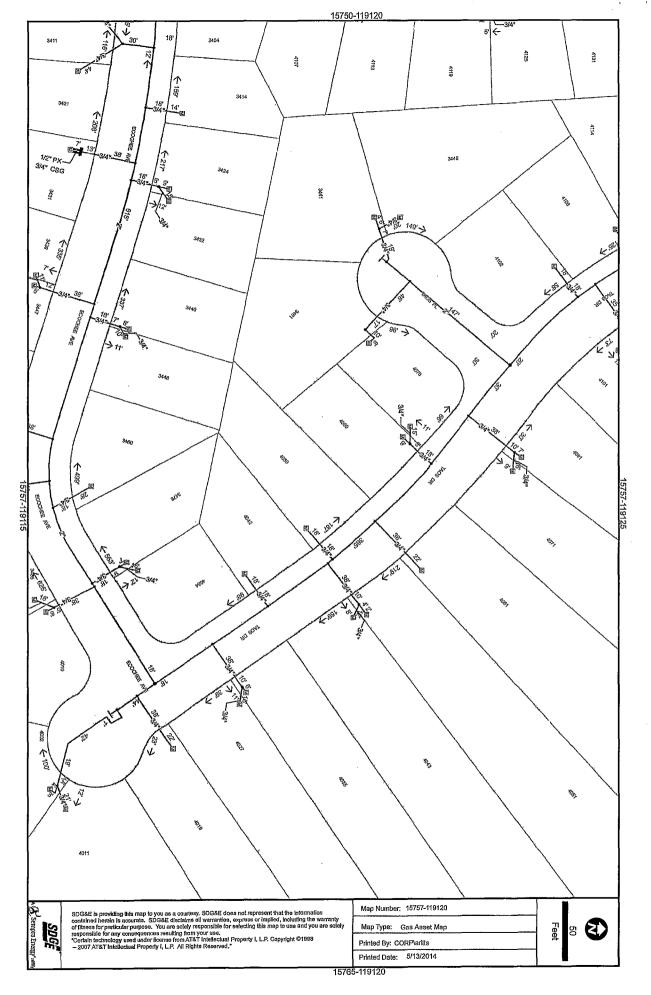


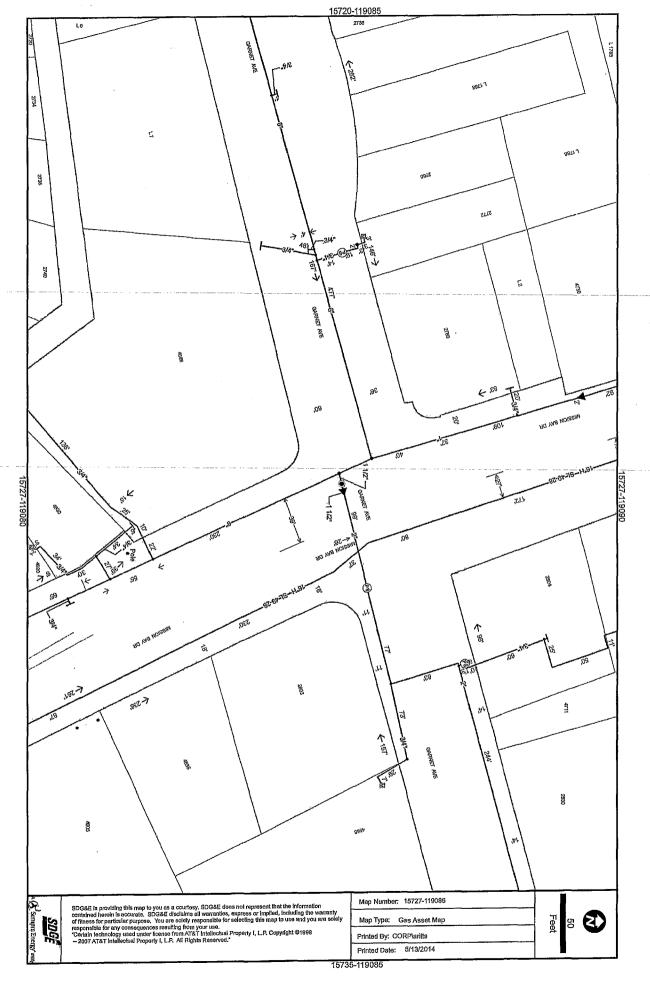




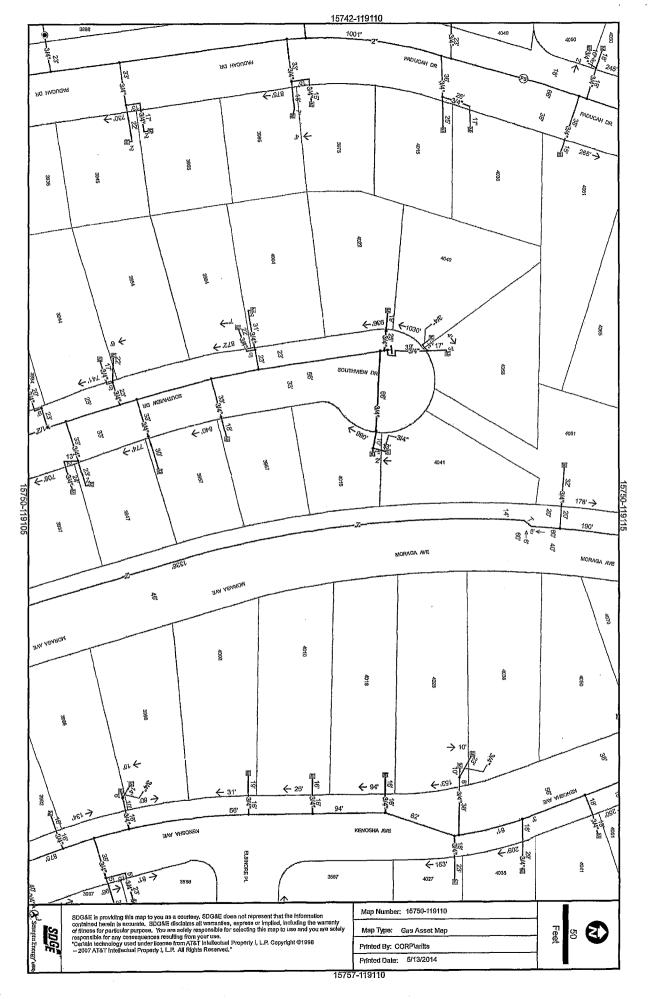


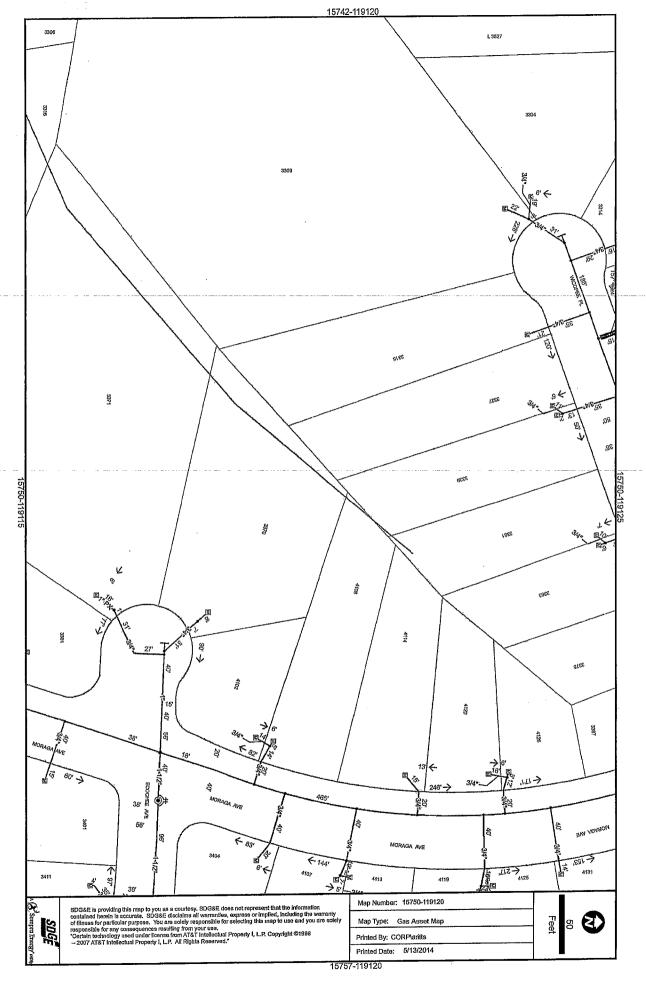
170 | Page

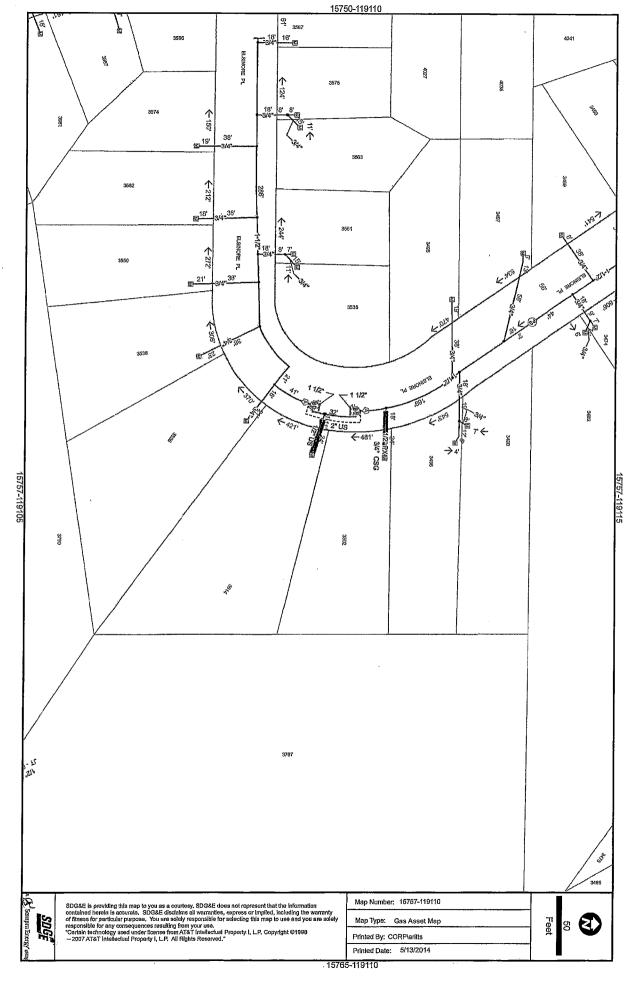




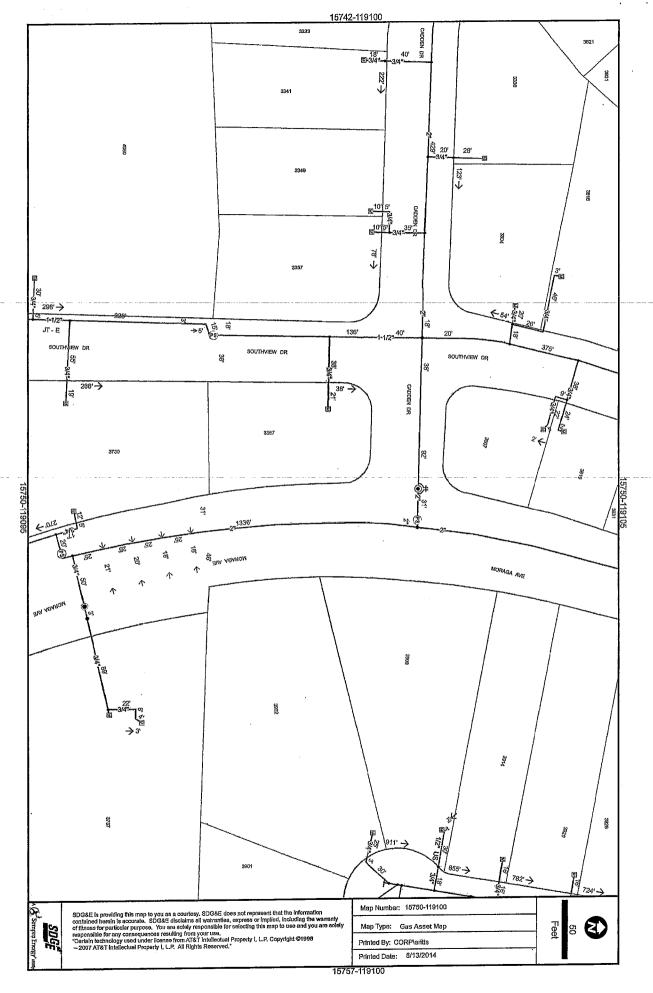
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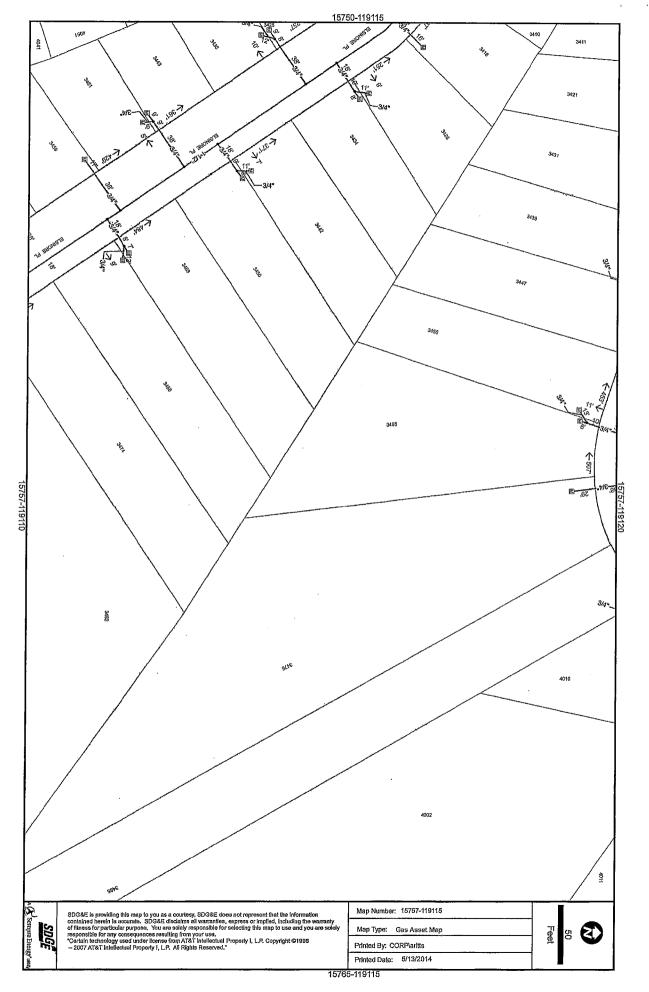


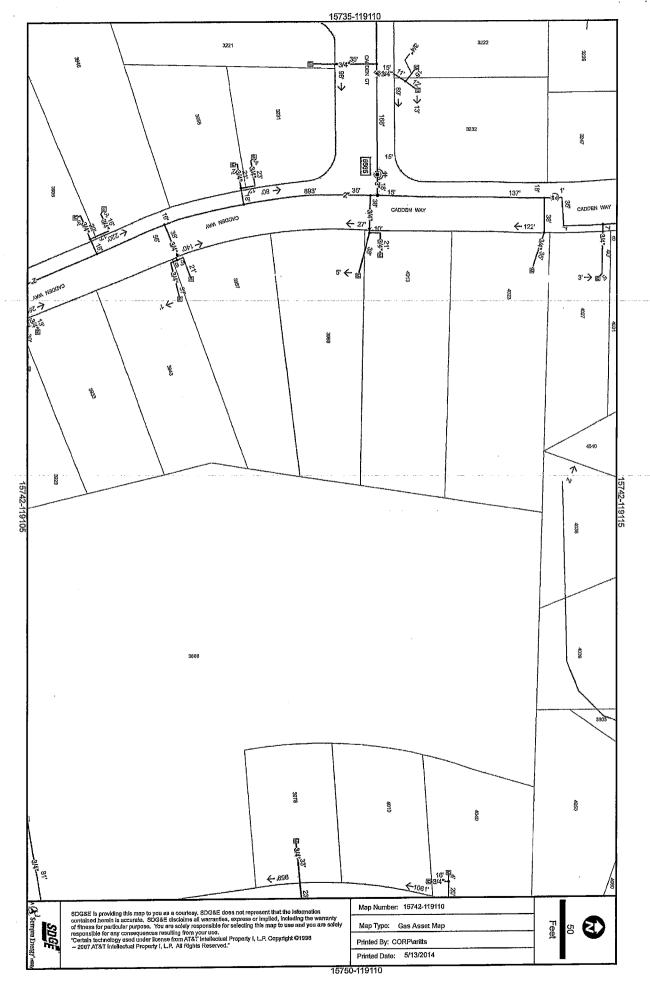


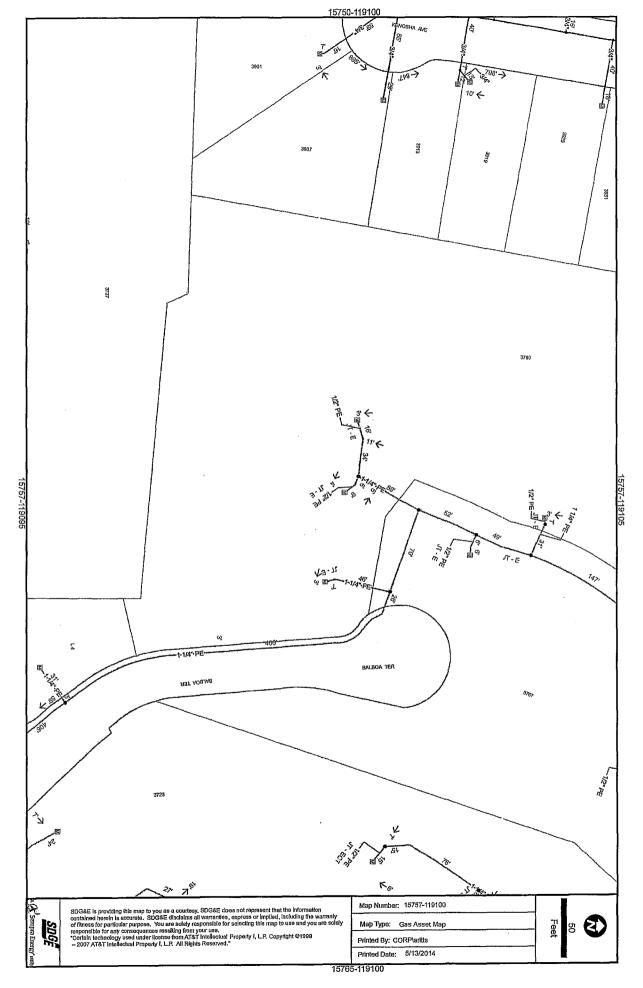


175 | Page



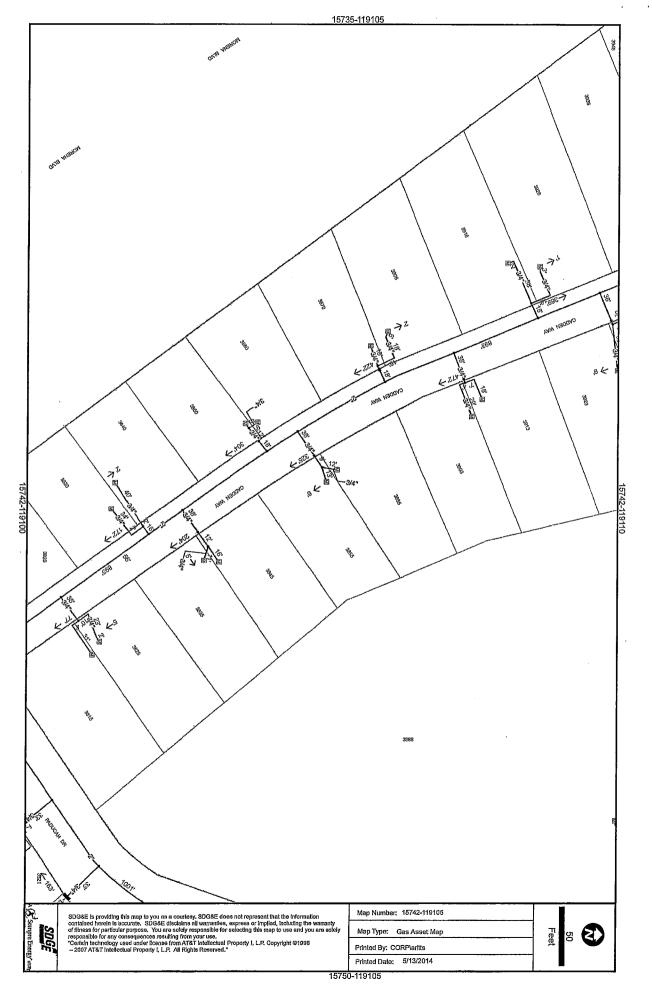


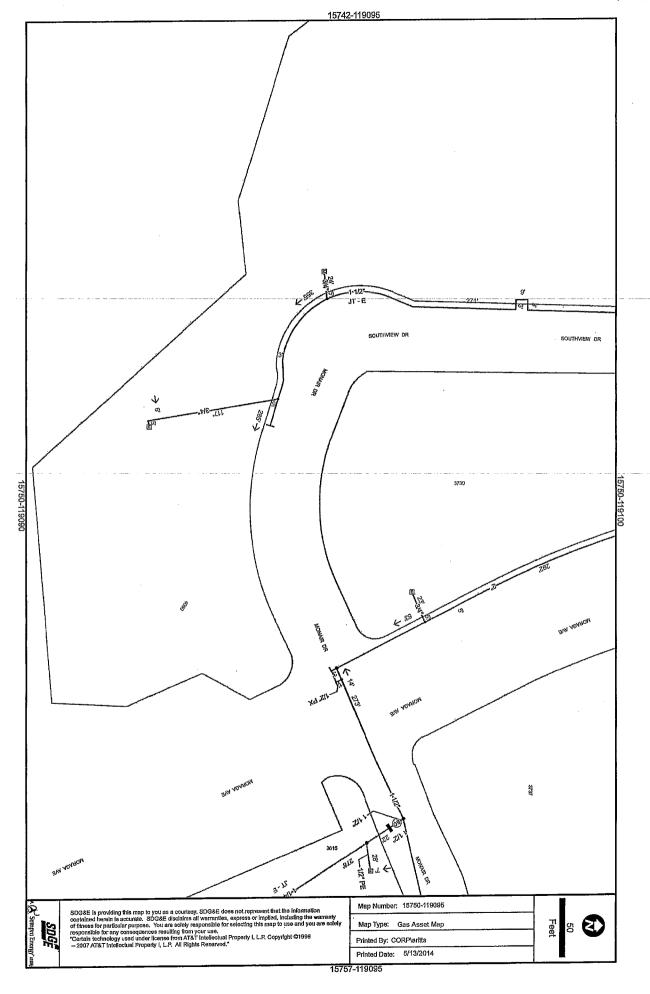


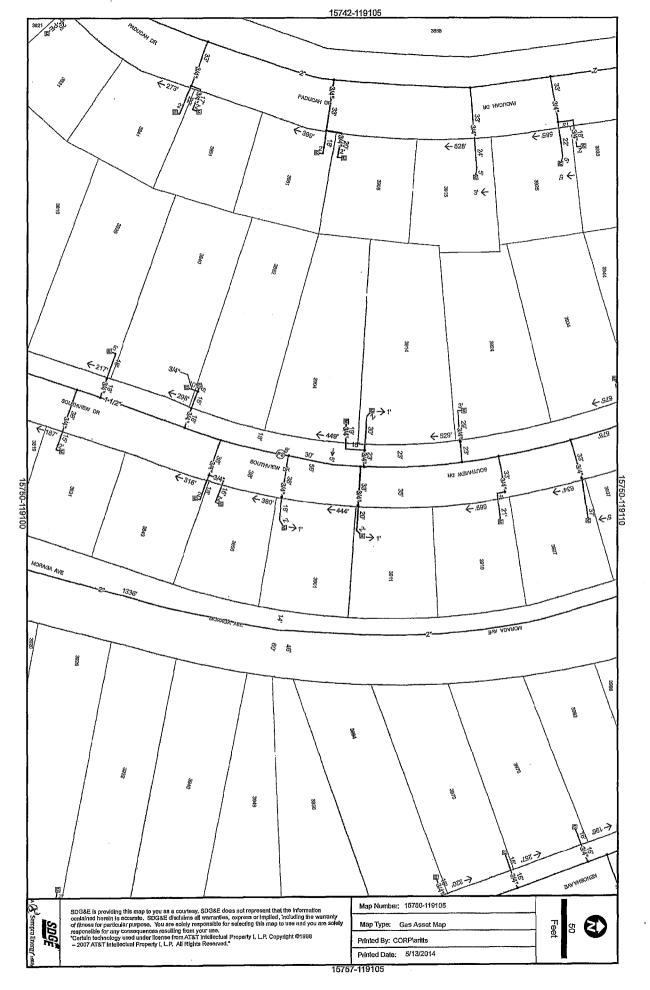


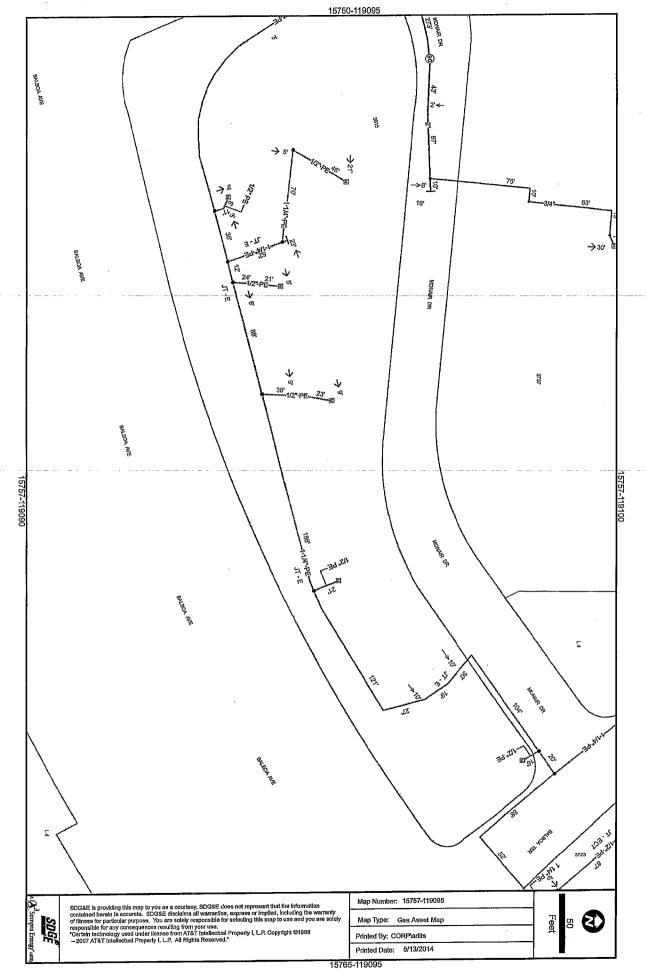
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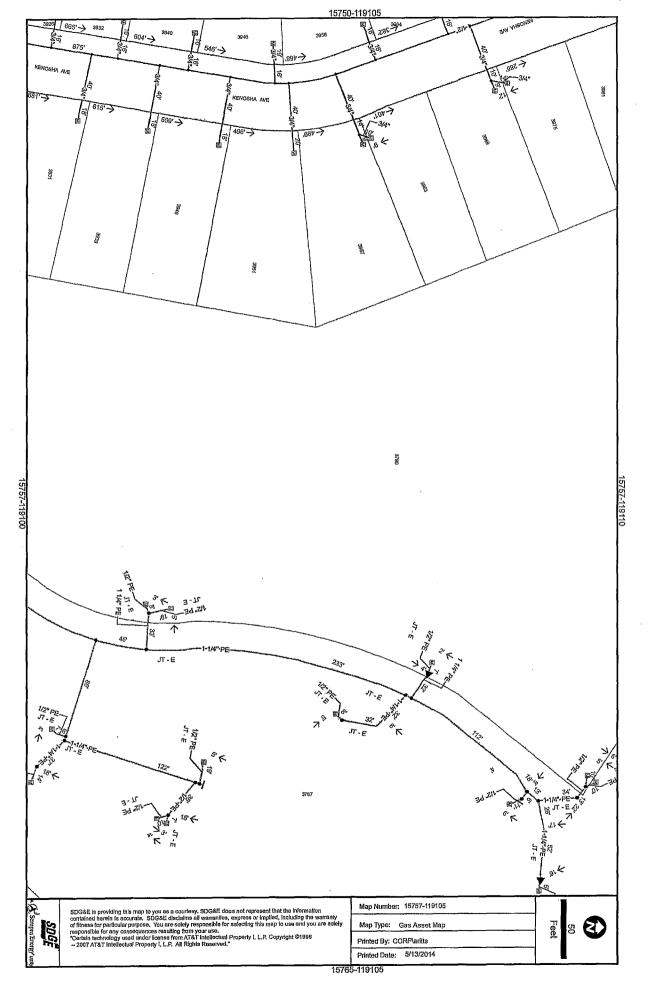
180 | Page











Printed Date: 5/13/2014

15742-119085

186 | Page



# ATTACHMENT F INTENTIONALLY LEFT BLANK



Public Works Department **Public Works Contracts** 1010 Second Avenue, Suite 1400 San Diego, CA 92101 (619) 533-3450

THE CITY OF SAN DIEGO

### **FAX TRANSMITTAL**

Date: March 6, 2015

The following 5 pages (including this cover) are intended for:

To: Estimator

From:

Rosa Riego

Company:

PK Mechanical

Division:

**Contracting Division** 

FAX#

(951) 226-1171.

FAX#

619-533-3633

Phone#

(951) 245-5537

Phone#

619-533-3426

**RE:** Bid # K-15-1295-DBB-3 - Water Group 962 COMMENTS:

In tabulating the bid results of subject project, we have found that the ESTIMATED TOTAL BASE BID is \$1,963,500.00 NOT \$1,964,500.00 ESTIMATED TOTAL BASE BID PLUS ALTERNATE A and is \$2,149,000.00 NOT \$2,150,000.00 as per your bid.

Please FAX acknowledgement/concurrence of the correct amount, by 4:00pm today.

If there are any problems with receiving this FAX transmission (such as missing pages), please contact the Sender at the "From" phone number given above.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW, RECEIPT BY AN UNINTENDED RECIPIENT DOES NOT CONSTITUTE A WAIVER OF ANY APPLICABLE PRIVILEGE.

If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S.

Concer,

Spring

David Spindler

CEO

PK MECHANICA



# City of San Diego

CONTRACTOR'S NAME: PK Mechanical Systems, Inc.

ADDRESS: 21335 Bundy Canyon Rd. Wildomar, CA 92595

TELEPHONE NO.: (951)245-5537 FAX NO.: (951)226-1171

CITY CONTACT: Damian Singleton, Contract Specialist, Email: Dsingleton@sandiego.gov

Phone No. (619) 533-3482, Fax No. (619) 533-3633

J Jarrell / R Bustamante / LJI

# **CONTRACT DOCUMENTS**



# **FOR**

# **WATER GROUP 962**

VOLUME 2 OF 2

BID NO.:	K-15-1295-DBB-1	
SAP NO. (WBS/IO/CC):	B-12077	
CLIENT DEPARTMENT:	2000	
COUNCIL DISTRICT:	2	
PROJECT TYPE:	KB	

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

- > PHASED-FUNDING
- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ➤ PREVAILING WAGE RATES: STATE ☐ FEDERAL ☐
- > APPRENTICESHIP

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO VOLUME I COVER PAGE FOR TIME, DATE, AND LOCATION

#### **DESCRIPTION**

#### PAGE NUMBER

# 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.

1.	Bid/Proposal	3
	Bid Bond	
	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	8
5.	Equal Benefits Ordinance Certification of Compliance	9
6.	Proposal (Bid)	. 10
7.	Form AA35 - List of Subcontractors	. 16
8.	Form AA40 - Named Equipment/Material Supplier List	. 17
9.	Form AA45 - Subcontractors Additive/Deductive Alternate.	18

#### **PROPOSAL**

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

To the City of San Diego:

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

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

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

(1) Name under which business is conducted		
(2) Signature (Given and surname) of proprietor _		
(3) Place of Business (Street & Number)		
(4) City and State		Zip Code
(5) Telephone No.	Facsimile No	
(6) Email Address		
IF A PARTNERSHIP, SIGN HERE:  (1) Name under which business is conducted		

(3)		ust be made by a general partner)	
	Full Name and Character of pa	artner	
(4)	Place of Business (Street & Nu	umber)	
(5)	City and State		Zip Code
(6)	Telephone No.	Facsimile No	).
(7)	Email Address		
	ORPORATION, SIGN HERE	<u>E:</u>	
(1)	ORPORATION, SIGN HERE  Name under which business is  Signature, with official title of	E: conducted PK Mechanical Systems officer authorized to sign for the o	s, Inc.
(1)	ORPORATION, SIGN HERE  Name under which business is  Signature, with official title of	E: conducted PK Mechanical Systems officer authorized to sign for the o	s, Inc.
(1)	Name under which business is Signature, with official title of  (Sign	E: conducted PK Mechanical Systems fofficer authorized to sign for the conducted	s, Inc.
(1)	Name under which business is  Signature, with official title of  (Sign  David S  (Printed	E: conducted PK Mechanical Systems fofficer authorized to sign for the conducted nature)  Spindler d Name)	s, Inc. corporation:
(1) (2)	Name under which business is  Signature, with official title of  (Sign  David S  (Printed  (Title of	E: conducted PK Mechanical Systems fofficer authorized to sign for the conducted nature)  Spindler d Name)	s, Inc. corporation: Impress Corporate Seal Here
(1) (2)	Name under which business is  Signature, with official title of  (Sign  David S  (Printed  (Title of	E: conducted PK Mechanical Systems officer authorized to sign for the conducted nature) Spindler d Name) f Officer)	s, Inc. corporation: Impress Corporate Seal Here
(1) (2) (3) (4)	Name under which business is  Signature, with official title of  (Sign  David S  (Printed  (Title of  Incorporated under the laws of	E: conducted PK Mechanical Systems fofficer authorized to sign for the conducted mature) Spindler d Name) f Officer)  f the State of California	s, Inc. corporation: Impress Corporate Seal Here
(1) (2) (3) (4) (5)	Name under which business is Signature, with official title of  (Sign  David S  (Printed  (Title of  Incorporated under the laws of  Place of Business (Street & Nu  City and StateWildomar, CA	E: conducted PK Mechanical Systems forfficer authorized to sign for the conducted mature)  Spindler d Name) f Officer)  f the State of California  umber) 21335 Bundy Canyon Rd.	s, Inc. corporation: Impress Corporate Seal Her Zip Code92595

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State

#### THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

Contractor's license for the following classification(s) to perform the work described in these specifications:
LICENSE CLASSIFICATION Class "A"
LICENSE NO. <u>810564</u> EXPIRES <u>7/31/16</u> ,
This license classification must also be shown on the front of the bid envelope. Failure to show icense classification on the bid envelope may cause return of the bid unopened.
TAX IDENTIFICATION NUMBER (TIN):
Email Address:dspin@pkmech.net
THIS PROPOSAL MUST BE NOTARIZED BELOW:
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 D-Smen Title CEO David Spindly 3/3/15
SUBSCRIBED AND SWORN TO BEFORE ME, THIS DAY OF,
Notary Public in and for the County of, State of
NOTARIAL SEAL)
NOTARIZED CERTIFICATE
ATTACHED

Title or Type of Document: BIDDING DOCUMENTS

Signer(s) Other Than Named Above:

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Number of Pages:

**GOVERNMENT CODE § 8202** 

# **BID BOND**

KNOW ALL MEN BY THESE PRESENTS,	
That PK MECHANICAL SYSTEMS, INC.	as Principal, and
U.S. SPECIALTY INSURANCE COMPANY held and firmly bound unto The City of San Diego here OF THE TOTAL BID AMOUNT for the payment of bind ourselves, our heirs, executors, administrators, so firmly by these presents.	of which sum, well and truly to be made, we
WHEREAS, said Principal has submitted a Bid to sa under the bidding schedule(s) of the OWNER's Contract	
WATER GROUP 962, BID NUMBER K-15-1295-DBB-3	
NOW THEREFORE, if said Principal is awarded a co- and in the manner required in the "Notice Inviting Bids of agreement bound with said Contract Documents, fu and furnishes the required Performance Bond and Pay and void, otherwise it shall remain in full force and effe by said OWNER and OWNER prevails, said Surety sh such suit, including a reasonable attorney's fee to be fixed	"enters into a written Agreement on the form mishes the required certificates of insurance, ment Bond, then this obligation shall be null ct. In the event suit is brought upon this bond hall pay all costs incurred by said OWNER in
SIGNED AND SEALED, this 23RD	day of FEBRUARY , 20 15
PK MECHANICAL SYSTEMS, INC. (SEAL)  (Principal)	U.S. SPECIALTY INSURANCE COMPANY(SEAL) (Surety)
By: (Signature) DAVID R. SPINDLER, CEO	By: ///// (\)\(\)\(\)\(\)\(\)\(\)\(\)\(\)\(\)\(\)
(SEAL AND NOTARIAL ACKNOWLEDGEMENT O	F SURETY)

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.
State of California )  County of SAN DIEGO )	MICHELLE M. DASLIII. NOTADV DUDLIC
On	Here Insert Name and Title of the Officer
personally appeared	MARK D. IATAROLA
personally appeared	Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(e) whose name(e) is/are ledged to me that he/she/they executed the same in is/her/their signature(e) on the instrument the person(e), cted, executed the instrument.
MICHELLE M. BASUIL	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
THE SAN DIEGO COUNTY	WITNESS my hand and official seal.
NOTARY PUBLIC-CALIFORNIA Z MY COMMISSION EXPIRES AUG. 24, 2017	Signature Michollo M. Baxin Signature of Notary Public
	Signature of Notary Public
Place Notary Seal Above	TIONAL —
Though this section is optional, completing this	information can deter alteration of the document or some form to an unintended document.
	n Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name: MARK D. IATAROLA  □ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual ☑ Attorney in Fact □ Trustee □ Guardián or Conservator □ Other: □ Signer is Representing:	

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#### POWER OF ATTORNEY

#### AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John G. Maloney, Mark D. Tatarola or Helen Maloney of Escondido, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond \*\*\*\*\*Fifteen Million\*\*\*\* Dollars (\$ \*15,000,000.00\* ). penalty does not exceed This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies: Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following Altorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012. AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY Corporate Seals Daniel P. Aguilar, Vice President State of California County of Los Angeles On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. 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 nission # 1998319 Notary Public - California (Seal) Signature Los Angeles County I, Leannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect. In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 23RD 2015 FEBRUARY

Assistant Secretary

Corporate Seals

Bond No.

Agency No.

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

State of California	)				
County of RIV	erstpe avid Spina	11.	eing first duly sworn, d	eposes and	
says that he or she is	s CEO		the party making the		
•	not made in the interest of				
	on, organization, or corpora	·		~ .	
that the bidder has	not directly or indirectly in	duced or solicited an	y other bidder to put in	a false or	
sham bid, and has n	not directly or indirectly co	lluded, conspired, con	nnived, or agreed with	any bidder	
or anyone else to pu	at in a sham bid, or that any	yone shall refrain from	m bidding; that the bid	der has not	
in any manner, dir	ectly or indirectly, sough	t by agreement, con	nmunication, or confe	rence with	
anyone to fix the b	id price of the bidder or a	ny other bidder, or to	o fix any overhead, pro	fit, or cost	
element of the bid p	orice, or of that of any other	r bidder, or to secure	any advantage against	the public	
body awarding the	contract of anyone inte	rested in the propos	sed contract; that all	statements	
contained in the bid	are true; and further, that	the bidder has not, di	irectly or indirectly, sul	bmitted his	
or her bid price or	any breakdown thereof, or	the contents thereof	; or divulged informati	ion or data	
relative thereto, or	paid, and will not pay,	any fee to any co	orporation, partnership,	, company	
association, organiz	ation, bid depository, or to	any member or ager	nt thereof to effectuate	a collusive	
or sham bid.					
	Signed:	Sher EO	Pavid Spi	indler 3/	3/
OTARIZED ERTIFICATE	Subscribed and sworn t		day of	,20	,
TTACHED		Notary Publ	ic		
		(SEAL)			

6	
11.5nm	
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
A	
	icate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
state of California	Subscribed and sworn to (or affirmed) before me
County of RIVERSIDE	on this <u>BRD</u> day of <u>MARCH</u> 2015.
	by Date Month Year
	M) DAVID SPINDLER
JEREMIE-JAY IGUIDEZ FURING Commission # 2067743 Notary Public - California	(and (2)), Name(s) of Signer(s)
Riverside County My Comm. Expires May 10, 2018	proved to me on the basis of satisfactory evidence
	to be the person(s) who appeared before me.
	Signature Janus-Vary Land
	Signature of Notary Public
Onei	
Seel Place Notary Seal Above	
Though this section is optional, completing th	PTIONAL  is information can deter alteration of the document or his form to an unintended document.
Description of Attached Document AUN-CO	LLUSION AFFIDAVET

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**GOVERNMENT CODE § 8202** 

#### 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 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

X	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.									
	subject of that Bidde A descrip	The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:								
DATE OF CLAIM	Location	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN					
	Separate services and the services and the services and the services are services as the services are services are services as the services are services									
·										
·*····										
Contractor	Name: PK Med	chanical Systems, Inc.		I						
Certified E		David Spindler		Title	CEO					
		Name		<del></del>						
		11. 200		Date	3/2/15					

USE ADDITIONAL FORMS AS NECESSARY

Signature

CHECK ONE BOX ONLY.

# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



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 Name:	PK Mechanical Systems, Inc.	Contact Name: David Spindler
Company Address	s: 21335 Bundy Canyon Rd. Wildomar, CA 92595	Contact Phone: (951)245-5537
	,	Contact Email: dspin@pkmech.net
	CONTRACT INFORMA	
Contract Title:	Water Group 962	Start Date: TBD
Contract Number	r (if no number, state location): K-15-1295-DBB-1	End Date: TBD
	SUMMARY OF EQUAL BENEFITS ORDIN	IANCE REQUIREMENTS
maintain equal be Contractor sh Benefits in travel/reloc Any benefit Contractor sh enrollment p Contractor sh Contractor sh	nall allow City access to records, when requested, to confirm contail submit <i>EBO Certification of Compliance</i> , signed under per namery is provided for convenience. Full text of the EBO	ees with domestic partners. ereavement, family, parental leave; discounts, child care; nembership; or any other benefit. Fered to an employee with a domestic partner. the and notify employees at time of hire and during open ompliance with EBO requirements. The nearly of perjury, prior to award of contract.
www.sanatego.gov	CONTRACTOR EQUAL BENEFITS ORDIN	NANCE CERTIFICATION
Please indicate vo	our firm's compliance status with the EBO. The City may requ	
l lease maleate yo	in firm s compriance status with the EBO. The City may requ	est supporting documentation.
X	I affirm compliance with the EBO because my firm (contract	tor must <u>select one</u> reason):
	Provides equal benefits to spouses and domestic part	ners.
	☐ Provides no benefits to spouses or domestic partners.	
	☐ Has no employees.	
	☐ Has collective bargaining agreement(s) in place prior expired.	to January 1, 2011, that has not been renewed or
	I request the City's approval to pay affected employees a cast made a reasonable effort but is not able to provide equal benefite availability of a cash equivalent for benefits available to severy reasonable effort to extend all available benefits to don	fits upon contract award. I agree to notify employees of pouses but not domestic partners and to continue to make
	any contractor to knowingly submit any false information e execution, award, amendment, or administration of any cont	
firm understands	perjury under laws of the State of California, I certify the above the requirements of the Equal Benefits Ordinance and will preash equivalent if authorized by the City.	ve information is true and correct. I further certify that my ovide and maintain equal benefits for the duration of the
David	Spindler, CEO	5m 3/2/15
Na Na	ame/Title of Signatory	Signature Date
	FOR OFFICIAL CITY US	E ONLY
Receipt Date:	EBO Analyst:	Not Approved – Reason:

(Rev 02/15/2011)

#### PROPOSAL (BID)

The Bidder agrees to the construction of Water Group 962 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 federally funded contracts and 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	NAICS	Payment Reference	Description	Unit Price	Extension
	BASE BID						
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)		\$ 40,000
2	1	LS	541370	2-9.2	Survey Services		\$ 20,000
3	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions		<b>\$1,500</b>
4	1	LS	541330	7-10.2.6	Traffic Control Design		\$ 5,000
5	1	EA	237110	9-3.1	Removal of dual 8" Backflow Preventor Vault and Gate Valves	\$	\$10,000
6	1	LS	237110	9-3.4.1	Mobilization		\$ 89,205.50
7	1	AL		9-3.5	Field Orders - Type II		\$59,329
8	67	CY	237310	300-1.4	Additional Pavement Removal & Disposal	\$ 50	\$3,350
9	5,439	SF	237310	302-1.12	Cold Mill AC Pavement (> 1 1/2 - 3")	\$ 1.75	\$ 9,518.25
10	2,500	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	\$ 2	\$ 5,000
11	1,018	TON	237310	302-5.9	1-1/2 Inch Asphalt Concrete Overlay and Striping	\$ 100	\$ 101,800
12	12,213	SY	237310	302-7.4	Pavement Fabric	\$ 3.25	\$ 39,692.25

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
13	850	SF	237310	303-5.9	Cross Gutter	\$ 10	\$ 8,500
14	200	LF	237310	303-5.9	Additional Curb and Gutter	\$ 30	\$ 6,000
15	500	SF	237310	303-5.9	Additional Sidewalk Removal and Replacement	\$ 7	\$ 3,500
16	1	EA	237310	303-5.10.2	Curb Ramp Type A with Detectable Warning Tiles	\$ 3,000	\$ 3,000
17	1	EA	237310	303-5.10.2	Curb Ramp Type C1 with Detectable Warning Tiles	\$ 3,000	\$ 3,000
18	8	EA	237310	303-5.10.2	Curb Ramp Type C2 with Detectable Warning Tiles	\$ 3,000	\$ 24,000
19	2	EA	237310	303-5.10.2	Curb Ramp Type B with Detectable Warning Tiles	\$ 3,000	\$ 6,000
20	222	CY	237110	306-1.2.1.1	Additional Bedding	\$ 30	\$ 6,660
21	450	TON	237310	306-1.5.1	Temporary Resurfacing	\$ 110	\$ 49,500
22	100	TON	237110	306-1.6	Imported Backfill	\$ 30	\$ 3,000
23	2,462	LF	237110	306-1.6	12-Inch Water Main	\$ 100	\$ 246,200
24	100	LF	237110	306-1.6	8-Inch Water Main (DR-14)	\$ 90	\$ 9,000
25	5,571	LF	237110	306-1.6	8-Inch Water Main	\$ 85	\$ 473,535
26	1	EA	237110	306-1.6	8-Inch Fire Service Connection and Assembly	\$ 6,000	\$ 6,000
27	13	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly and Marker	\$ 6,000	\$ 78,000
28	2	EA	237110	306-1.6	16-Inch Butterfly Valve Class 150B	\$ 3,500	\$ 7,000
29	11	EA	237110	306-1.6	12-Inch Gate Valve	\$ 2,500	\$ 27,500

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
30	14	EA	237110	306-1.6	8-Inch Gate Valve	\$ 1,500	\$ 21,000	
31	1	EA	237110	306-14.1	2-Inch Water Service	\$ 5,000	\$ 5,000	
32	157	EA	237110	306-14.1	1-Inch Water Service	\$ 3,000	\$ 471,000	
33	2	EA	237110	306-18	1-Inch Blowoff Valve Assembly	\$ 4,000	\$ 4,000	8por
34	1	EA	237110	306-19	2-Inch Air and Vacuum Valve	\$ 4,000	\$ <del>-8,000</del>	4,000 RIR
35	2	EA	238990	309-4	Survey Monuments \$ 1,		\$ 2,000	
36	17,500	LF	237110	600-1.2.1.3	High-lining Removed by the Contractor \$ 1		\$ 17,500	
37	900	SF	237110	600-1.3.1.5	Pavement Restoration for City Forces Final Connection	\$ 15	\$ 13,500	
38	5	DAYS	541690	707-1	Suspension of Work - Resources	\$ 1,000	\$ 5,000	
39	1	LS	541330	701-13.8.4	Water Pollution Control Program Development		\$ 1,000	
40	1	LS	237310	701-13.8.4	Water Pollution Control Program Implementation		\$ 15,000	
41	5,571	LF	237110	708-6	Handling and Disposal of Non-friable Asbestos Material	\$ 10	\$ 55,710	
ESTIMATED TOTAL BASE BID:							\$1,964,500	

1,963,500 RFR

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
					ADDITIVE ALTERNATE "A"			
1	17,500	LS	237110	600-1.2.2.10	High-lining by the Contractor		\$ 105,000	
2	-17,500	LF	237110	600-1.2.1.3	High-lining Removed by the Contractor (Base Bid Item 36)	\$ 1	\$ (17,500	
					ESTIMATED TOTAL ALT	TERNATE "A":	87,500 \$	
ESTIMATED TOTAL BASE BID PLUS ADDITIVE ALTERNATE "A":								2051,00
ADDITIVE ALTERNATE "B"								
1	7	EA	237110	600-1.3.2.10	8-Inch Through 10-Inch Connections to the Existing System by the Contractor	\$ 4,000	\$ 28,000	
2	1	EA	237110	600-1.3.2.10	8-Inch through 12-Inch Cut-in Tee by the Contractor	\$ 5,000	\$5,000	
3	1	EA	237110	600-1.3.2.10	8-Inch through 12-Inch Cut-In by the Contractor	\$ 10,000	\$ 10,000	
4	1	EA	237110	600-1.3.2.10	12-Inch through 16-Inch Cut-in by the Contractor	\$ 20,000	\$ 20,000	
5	7	EA	237110	600-1.4.9	.4.9 Cut and Plug of The Existing System by the Contractor \$5,000		\$ 35,000	
ESTIMATED TOTAL ADDITIVE ALTERNATE "B":							\$ 98,000	
ESTIMATED TOTAL BASE BID PLUS ADDITIVE ALTERNATE "A" PLUS ADDITIVE ALTERNATE "B":							\$ <del>2,150,000</del>	

2,149,000 Rte

13 | Page

DIDDING DOCUMENTS
TOTAL BID PRICE FOR BID (Items 1 through 41, PLUS Alternate A items 1 through 2 and Alternate B items 1 through 5, inclusive) amount written in words:
Two million one hundred fifty thousand dollars.
The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being <b>non-responsive</b> . The following addenda have been received and are acknowledged in this bid: none
The names of all persons interested in the foregoing proposal as principals are as follows:
David Spindler
Patricia Delgado-Spindler
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: David Spindler, PK Mechanical Systems Inc.
Title: CEO
Business Address: 21335 Bundy Canyon Road, Wildomar CA, 92595
Place of Business: Wildomar, CA
Place of Residence: 2449 Rainbow Glen, Fallbrook CA 92028
Signature: D- Sm in

#### NOTES:

- A. The City shall determine the low Bid based on the Base Bid plus the following Additive or Deductive Alternate(s): A PLUS B.
- B. After the low Bid has been determined, the City may award the Contract for the Base Bid alone 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 initiated in ink by the person signing the bid proposal.
- D. Failure to initial all corrections made in the bidding documents may 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.
- J. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

#### 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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED O	CHECK IF JOINT VENTURE PARTNERSHIP
Name: LI ROAD MORKING Address: PO BOX 2420 City: El COLON State: CA Zip: 92021 Phone: 019,443,7755 Email: Characteristics of Morking. Colon	Constructor	776880	Akiping	<sup>3</sup> 3,148	SLBE/ELBE	CA	
Name: GCIRIGHT PAVIM Address: 9053 OIVE DR. City: Sprim VAILLY State: CA Zip: 91977 Phone: 419.465.7411 Email: Skplstimating & Skalobal-not	Constructor	364113	Paving	# 400,915	SLRE/MBE	CA	

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 Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	MBE DBE OBE SLBE WoSB SDVOSB	Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	WBE DVBE ELBE SDB HUBZone	0,2231 RIR
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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.

#### 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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: LONCIMORK (INJUTTING) Address: 9666 (DONOTTE AV. H.X City: SAN DIOCI) State: (A Zip: 92121 Phone: 860.587.8170 Email:	Designed Designed	PE #48153	2015/04/12d	#15,000	STBE.	CA	
Name: McGrath (cnsuting Address: Proposition State: [A]  City: Cl (apr) State: [A]  Zip: 92021 Phone: (19.443.3811)  Email: MWM@M(SWPP). (GM)	perignet		MACD	\$495.00	EUBE , SLBE, SBE	CA	

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	State of California Department of Transportation	CALTRANS
CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
CADoGS	City of Los Angeles	LA
CA	U.S. Small Business Administration	SBA
	CPUC	CPUC San Diego Regional Minority Supplier Diversity Council CADoGS City of Los Angeles

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

#### NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on 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**, 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 percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED@
Name: Welforn Withor Works  Address: COOL FRONT State: (A  Zip: 92020 Phone: 909 597.7000  Email:	enbblits	ii 239,879 00	162	<i>N</i> 0	BE	CA
Name:						

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

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

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council	CALTRANS
California Public Utilities Commission	CPUC		SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles U.S. Small Business Administration	LA
State of California	CA		SBA

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

#### SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNERSHIP
	Name:					,		
	Name:Address:State:State:Email:					·		

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

Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	MBE DBE OBE SLBE WoSB SDVOSB	Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	WBE DVBE ELBE SDB HUBZone
As appropriate, Bidder shall indicate if Subcontractor is certified by:			GAY TD ANG

City of San Diego	CITY	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council	CALTRANS
California Public Utilities Commission	CPUC		SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles U.S. Small Business Administration	LA
State of California	CA		SBA

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

Water Group 962