# **City of San Diego**



CONTRACTOR'S NAME: BURTECH PIPELINE, INCORPORATED
ADDRESS:102 SECOND STREET, ENCINITAS, CA 92024
TELEPHONE NO.: (760) 634-2822
FAX NO.: (760) 634-2415
CITY CONTACT: Clementina Giordano, Contract Specialist, Email: CGiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633
S. Gamueda / J. Borja / LJI

# CONTRACT DOCUMENTS





## AC Water Group 1007

BID NO.:	K-16-1390-DBB-3	
SAP NO. (WBS/IO/CC):	B-15036	
CLIENT DEPARTMENT:	2013	
COUNCIL DISTRICT:	1	
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
- > APPRENTICESHIP

## **BID DUE DATE:**

## 2:00 PM DECEMBER 10, 2015 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14<sup>th</sup> 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

11/2/15 Date

Seal



AC Water Group 1007 (Rev. Oct. 2015)

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## **CITY OF SAN DIEGO, CALIFORNIA**

## NOTICE INVITING BIDS

- 1. FULL AND OPEN COMPETITION: This contract may only be bid by Contractors on the City's approved Prequalified Contractor's List (see Notice Inviting Bids, Prequalification of Contractors), regardless of the status for SLBE-ELBE qualification(s) For information regarding the Contractors Prequalified list visit the City's web site: <u>http://www.sandiego.gov</u>.
- 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. PRE-BID MEETING:

- **3.1.** 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 AM, on November 19, 2015.
- **3.2.** All potential bidders are encouraged to attend.

## 4. **PREQUALIFICATION OF CONTRACTORS:**

**4.1.** 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 may be deemed **non-responsive** and ineligible for award Complete information and links to the on-line prequalification application are available at:

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

- **4.2.** The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or <u>dstucky@sandiego.gov</u>.
- **4.3.** As a result of the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on <u>PlanetBids</u><sup>TM</sup>.

## INSTRUCTIONS TO BIDDERS

- 1. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in <u>electronic format (eBids) EXCLUSIVELY</u> at the City of San Diego's electronic bidding (eBidding) site, at: <u>http://www.sandiego.gov/cip/bidopps/index.shtml</u> and are due by the date, and time shown on the cover of this solicitation for the performance of work on AC Water Group 1007 (Project).
  - **1.1. BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic bid.
  - **1.2.** The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
  - **1.3.** The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
  - 1.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
  - **1.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
  - **1.6.** 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.
  - **1.7. RECAPITULATION OF THE WORK.** 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.

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- **1.8. BIDS MAY BE WITHDRAWN** by the Bidder prior to, but not after, the time fixed for opening of bids.
  - **1.8.1.** <u>Important Note</u>: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- **1.9.** ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

## 2. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

- **2.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 2.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- **2.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 2.4. The Bidder agrees to the construction of the project as described in Attachment "A– Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- 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:

1.	SLBE participation	6.6%
2.	ELBE participation	15.7%

- 3. 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: <u>http://www.sandiego.gov/eoc/</u>
- **4.3.** The Bid may be declared **non-responsive if the** Bidder fails the following mandatory conditions:
  - **4.3.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
  - **4.3.2.** 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.
- **4.4.** For additional Equal Opportunity Contracting Program requirements, see Attachment C.
- **4.5.** 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.

## 5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

5.1. <u>Prior</u> 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. For additional information go to:

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

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

- 6. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- 7. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
  - 7.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
    - 7.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <u>http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</u>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - The wage rates determined by the DIR refer to expiration dates. If the 7.1.2. published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
  - 7.2. Penalties for Violations. Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
  - 7.3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online

via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

- **7.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 7.4. Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 7.5. Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on 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 sections1810 through 1815.
- 7.6. Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 7.7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 7.8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- 7.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 By submitting a bid or proposal to the City, Contractor is certifying that he or

she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

7.9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

### 8. INSURANCE REQUIREMENTS:

- **8.1.** 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.
- **8.2.** 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.
- 9. **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: http://www.sandiego.gov/publicworks/edocref/index.shtml			

10. CITY'S RESPONSES AND ADDENDA: The City, <u>at its option, may respond to any or all</u> <u>questions submitted in writing</u> via the City's eBidding web site in the <u>form of an addendum</u>. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.

- 11. 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.
- 12. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein.
  - **12.1.** 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.
  - **12.2.** The Bidder agrees to the construction of **AC Water Group 1007** 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.
  - **12.3.** Unit prices shall be entered for all unit-price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceeds two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.

#### **13.** SUBCONTRACTOR INFORMATION:

LISTING OF SUBCONTRACTORS. In accordance with the requirements provided 13.1. in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the NAME and ADDRESS of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a CONSTRUCTOR, CONSULTANT or SUPPLIER. The Bidder shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The DOLLAR VALUE of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as non-responsive and ineligible for award. The Bidder's attention is directed to the Special Provisions - 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 for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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- 13.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the NAME, LOCATION (CITY) and the DOLLAR VALUE of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- **13.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- 14. SUBMITTAL OF "OR EQUAL" ITEMS: See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

### 15. AWARD PROCESS:

- **15.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **15.2.** 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.
- **15.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City and approval as to form the City Attorney's Office.
- **15.4.** The low Bid will be determined by Base Bid plus the Alternates.
- **15.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid plus one or more alternates.
- 16. 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.
- 17. AVAILABILITY OF PLANS AND SPECIFICATIONS: Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.

## **18.** SUBMISSION OF QUESTIONS:

**18.1.** 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.

- **18.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **18.3.** Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- **18.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- 19. ONLY ONE BID PER CONTRACTOR SHALL BE ACCCEPTED: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 20. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

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

**21.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.

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- **21.2.** 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.
- **21.3.** 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.
- **21.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- **21.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

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

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- **22.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **22.2.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules may be rejected as being non-responsive.
- **22.3.** 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.
- 22.4. 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.
- **22.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with section 22.3017 of the San Diego Municipal Code.
- **22.6.** 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.
- **22.7.** 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.

**22.8.** 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 as detailed herein.

## **23. BID RESULTS:**

- **23.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- **23.2.** To obtain Bid results, visit the City's eBidding site, request results via e-mail to the "City Contact" person listed in the title page of these documents, or via courier, personal delivery or U.S. Postal service delivery of a request for results accompanied by provide a self-addressed, stamped envelope, referencing bid number and bid tabulations will be mailed. Bid results cannot be given over the telephone.

## 24. THE CONTRACT:

- **24.1.** 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.
- 24.2. 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.
- **24.3.** 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.
- 24.4. 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.
- **24.5.** The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents

and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 25. 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.
- 26. CITY STANDARD PROVISIONS: This contract is subject to the following standard provisions. See The WHITEBOOK for details.
  - **26.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - **26.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - 26.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
  - 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - **26.5.** 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.
  - **26.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - **26.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

## 27. PRE-AWARD ACTIVITIES:

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

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## 28. PHASED FUNDING:

For additional Phased Funding Provisions, see Attachment B.

## 29. ADDITIVE/DEDUCTIVE ALTERNATES:

- **29.1.** 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 plus one or more Alternates.
- **29.2.** 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.

## **CONTRACT AGREEMENT AND**

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## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

Contract Agreement and Performance Bond, Labor and Materialmen's Bond (Rev. Oct. 2015)

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## **CONTRACT AGREEMENT**

## **CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>BURTECH PIPELINE, INCORPORATED</u>, herein called "Contractor" for construction of **AC Water Group 1007**; Bid No. **K-16-1390-DBB-3**; in the amount of <u>TWO MILLION SIX HUNDRED AND SEVENTY THOUSAND ONE HUNDRED AND NINETY TWO DOLLARS AND THIRTY CENTS (\$2,670,192.30)</u>, which is comprised of the Base Bid plus Additive Alternates <u>A and B</u>.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Phase Funding Schedule Agreement.
  - (e) That certain documents entitled **AC Water Group 1007**; on file in the office of the Public Works Department as Document No. **B-15036**, 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 **AC Water Group 1007**, Bid Number **K-16-1390-DBB-3**, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

## **CONTRACT AGREEMENT (continued)**

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

THE CITY OF SAN DIEGO

## **APPROVED AS TO FORM**

Jan I. Goldsmith, City Attorney

By

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

2-26-2016 Date:

Jan I. Colusinitii, City Attomey

By also

Print Name: Deputy City Attorney

Date:

**CONTRACTOR** 

By

Print Name: DOMINIC J. BURDECH

Title: PRESIDENT 2 CEO

Date: JAN. 7, 2016

City of San Diego License No.: B1996002066

State Contractor's License No.: 718202

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER:

1000006324

CATE Bond Rating A+XV

## PERFORMANCE BOND, LABOR AN

#### FAITHFUL PERFORMANCE BOND AND LA

BURTECH PIPELINE, INCORPORATED, a corpora'

a corporation authorized to do business in the St

themselves, their successors and assigns, jointly and severany, ...

corporation in the sum of <u>TWO MILLION SIX HUNDRED AND SEVENTY THOUDGED</u> <u>HUNDRED AND NINETY TWO DOLLARS AND THIRTY CENTS (\$2,670,192,30)</u> for the faithful performance of the annexed contract, and in the sum of <u>TWO MILLION SIX HUNDRED</u> <u>AND SEVENTY THOUSAND ONE HUNDRED AND NINETY TWO DOLLARS AND THIRTY</u> <u>CENTS (\$2,670,192,30)</u> for the benefit of laborers and materialmen designated below.

#### Conditions:

If the Principal shall faithfully perform the annexed contract AC Water Group 1007; Bid Number K-16-1390-DBB-3, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

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

Dated\_\_\_\_\_JANUARY 6, 2016

Approved as to Form

BURTECH PIPELINE, INCORPORATED

Principal Bv

DOMINIC J. BURTECH, JR FRESPENT Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney Bγ eputy City Attorn

NORTH AMERICAN SPECIALTY INSURANCE COMPANY Surety

m By Me MICHELLE M. BASUIL, Attorney-in-fact

Approved:

Βv

Stephen Samara, Principal Contract Specialist

6 HUTTON CENTRE DRIVE, SUITE 850 Local Address of Surety

SANTA ANA, CA 92707 Local Address (City, State) of Surety

714/550-7799

Local Telephone No. of Surety

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

Premium <u>\$ 19,020.00</u>

Bond No. 2207233

Performance Bond, Labor and Materialmen's Bond (Rev. Oct. 2015)

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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 <u>Auchiejs</u> }ss.
On
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (share subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their au- thorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Seal WITNESS my hand and official seal.
ARTHUR P. ARQUILLA Commission No. 2051358 NOTARY PUBLIC. CALIFORNIA SAN DIEGO COUNTY Commission Expires January 7, 2018
 Optional Information
To help prevent fraud, it is recommended that you provide information about the attached document below. ***This is not required under California State notary public law. *** Document Title:
 Notes
 L
 -v

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

#### CIVIL CODE § 1189

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

State of California		)		
County of SAN DIEGO		)		
On 01/06/2016 before me.		JISSELLE MARIE SANCHEZ, NOTARY PUBLIC		
Date		Here Insert Name and Title of the Officer		
personally appeared		MICHELLE M. BASUIL		
· · · · · · · · · · · · · · · ·		Name(s) of Signer(s)		

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(ice), and that by his/her/their signature(s) on the instrument the person(e), or the entity upon behalf of which the person(e) 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.



OCT. 09, 2019

WITNESS my hand and official seal.

Signature of Notan Public

Place Notary Seal Above

- OPTIONAL ·

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document			
Title or Type of Document:	Document Date:		
Number of Pages: Signer(s) Other Than	Named Above:		
Capacity(ies) Claimed by Signer(s)			
Signer's Name: <u>MICHELLE M. BASUIL</u>	Signer's Name:		
Corporate Officer – Title(s):	Corporate Officer — Title(s):		
🗆 Partner – 🖂 Limited 🛛 General	🗆 Partner — 🗆 Limited 🛛 General		
🗆 Individual 🛛 🖾 Attorney in Fact	🗆 Individual 🛛 🗆 Attorney in Fact		
🗆 Trustee 🛛 🗆 Guardian or Conservator	Trustee     Guardian or Conservator		
Other:	□ Other:		
Signer Is Representing:	Signer Is Representing:		

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#### NAS SURETY GROUP

#### NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

#### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

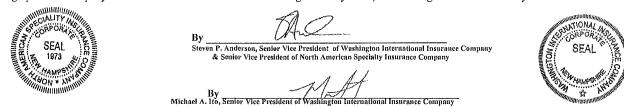
and MARK D. IATAROLA	
JOINTLY OR SEVERALLY	

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



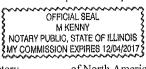
ael A. Itó, Senior Vice President of Washington Intérnational Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this <u>17th</u> day of <u>September</u>, 20<u>15</u>.

North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook ss:

On this <u>17th</u> day of <u>September</u>, 20<u>15</u>, before me, a Notary Public personally appeared <u>Steven P. Anderson</u>, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and <u>Michael A. Ito</u>, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M, Kenny, Notary Public

I, <u>Jeffrey Goldberg</u>, the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6TH day of JANUARY , 20 16 .

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

## ATTACHMENTS

## ATTACHMENT A SCOPE OF WORK

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#### **SCOPE OF WORK**

1. SCOPE OF WORK: The work involves furnishing all labor, materials, equipment, services and construction for the replacement of approximately 9,440 linear feet of existing 4-inch, 6-inch, and 8-inch AC water main and all other work and appurtenances, including but not limited to water services, high-lining, blow-off assemblies, and air valve assemblies. All water main replacement will be replace-in-place in the same trench. Approximately 296 LF of existing 6-inch AC water mains shall be abandoned.

This contract does not include standard plans for construction. Appendix H "Site Maps" and "Installation Notes" contain details for the work to be done. The work will include as-built research of existing utilities and verification of existing conditions. The work will also include surveying services for redlines (to be As-Built by Public Works), the installation of curb ramps, and street resurfacing and all other incidental work and appurtenances in accordance with these specifications

- **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 \$2,450,000.

#### 3. LOCATION OF WORK: The location of the Work is as follows:

See location map attached in Appendix E.

- 4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be 271 Working Days.
- 5. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
  - **5.1.** The City has determined the following licensing classifications for this contract:

Option	Classifications
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.

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## ATTACHMENT B

## PHASED FUNDING PROVISIONS

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AC Water Group 1007 Attachment B – Phased Funding Provisions (Rev. Nov. 2013)

## PHASED FUNDING PROVISIONS

#### **1. PHASED FUNDING:**

- **1.1.** 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.
- **1.2.** 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.
- **1.3.** 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.
- 1.4. 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.
- **1.5.** 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.
- **1.6.** 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

BID NUMBER: K-16-1390-DBB-3

## CONTRACT OR TASK TITLE: AC Water Group 1007

CONTRACTOR: Burtech Pipeline, Inc.

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount
1	Work to be completed in Phase 1 shall include the construction activities associated with contract and specifications on Site 1 - West Muirlands Drive Sheets 2-6.	NTP	08/30/2016	\$700,000.00
2	Work to be completed in Phase 2 shall include the remaining construction activities associated with contract and specifications on Site 2 Sheets 7-11.	09/01/2016	Project Completion	\$1,970,192.30
			Total	\$2,670,192.30

Notes:

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

CITY OF SAN DIEGO

By: fhila D. Hamueda

Name: CHEILA GAMUEDA

Project Manager

Department Name: <u>E&CP / Public Works</u>

Date: 1/21/16

CONTRACTOR
By: /
Name: Dominic J. Burtegh

Burtech Pipelipe, Inc.

Title: President & CE Date:

-END OF PHASED FUNDING SCHEDULE AGREEMENT

## ATTACHMENT C

## EQUAL OPPORTUNITY CONTRACTING PROGRAM

#### EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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.

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#### 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 on-site 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.

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# ATTACHMENT E

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# SUPPLEMENTARY SPECIAL PROVISIONS

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## 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).

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# 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:
    - a) The product type or category is not in the AML.
    - b) The AML does not list at least two available manufacturers of the product.
    - c) 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.

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

Permanent Survey Markers. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

> Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

> Monument Preservation will be performed by City Public Works Field Engineering Division (PW-FED) Field Survey Section on all City Projects, unless permission is obtained for these services in writing by PW-FED.

> The Contractor shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. The Agency (or the owner on a Private Contract) will:

- set survey points outside the affected work area that reference and locate a) each controlling survey monument that may be disturbed,
- file a Corner Record or Record of Survey with the County Surveyor after b) setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and
- file a Corner Record of Record of Survey with the County Surveyor after rec) establishment of the disturbed controlling survey monuments.
- d) right-of-way staking will be performed by City Public Works Field Engineering Division (PW-FED) Field Survey Section on this project, for pedestrian ramps and where limits of construction are necessary.

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

> Prior to start of construction, contractor shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California performing the survey services for the Project.

> Contractor is responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

2-9.1

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Survey stakes shall be set and stationed by you for curbs, headers, water mains, sewers, storm drains, structures, rough grade, and any other structures and appurtenances that are needed for the Project. A corresponding cut or fill to finished grade (or flow line) must be indicated on a grade sheet.

Surveys performed must list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used must be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.

Contractor shall preserve construction survey stakes, control points and other survey related marks for the duration of the Project. If any construction survey stakes are lost or disturbed, and need to be replaced, such replacement will be performed by the Engineer at Contractor's expense.

2-9.2.1 Survey Files. All Computer Aided Drafting (CAD) work must be done in accordance with The City of San Diego's Citywide Computer Aided Design and Drafting (CADD) Standards and must be in City seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).

All survey files must be completed in accordance with the City of San Diego's Citywide CADD Standards and must adhere to City's Microstation level and attribute structure.

The survey file deliverable will be either one Master .dgn file containing all xref's in geospatially referenced (and attached) models or one Master dgn with all xref's geospatially referenced (and attached) as dgn files. Resource files will be sent to Contractor if requested.

Survey files must include, but not limited to, the following items:

- a. Street center line and (record width) right-of-way lines
- b. Project geometry (.alg) files (this will be generated for use in InRoads)
- c. 3D surface model (.dtm, break line and spot elevation) file
- d. Spot elevations of the new utility main at each intersection, midblock and for any change in grade
- e. Monuments
- f. Curb lines (top curb and gutter)
- g. All other appurtenances including but not limited to water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts and poles

Contractor shall use the survey information to produce red-lines drawings as described in Section 2-5.4 "Red-Lines and Record Documents."

**2-9.2.2 Submittal.** Survey files shall be submitted in accordance with Section 2-5.3 "Submittals" and 2-5.4 "Red-Lines and Record Documents." Contractor shall provide the Survey Files, proposed Drawings and or Red-Line Drawings on a

<sup>-</sup> Bloding AC Water Group 1007

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CD/DVD to the Engineer and post the Survey Files, proposed Drawings and or Red-Line Drawings at the following website:

ftp://ftp.sannet.gov/IN/SURVEYS/.

After the documents have been posted the website, contractor shall send a confirmation email, which includes the hyperlink to the website, to the Engineer and SurveyReview@sandiego.gov

All survey work and submittals which reveal non-compliance with the requirements of the Construction Documents shall be corrected as deemed necessary by the Engineer and the cost of the corrections to your survey submittals will be at contractor's expense.

- **2-9.2.3 Payment.** Payment for survey services shall be included in the lump sum Bid for "Field Surveys".
- **2-11.1.1 General.** To the City Supplement, item 2, ADD the following:

Time lapse video robotic cameras must provide a clear view of backfill and compaction operations. When this is not possible if camera is mounted on excavator, camera must be mounted on a portable tower or similar device and repositioned as Work progresses.

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

Other adjacent City project(s) is (are) scheduled for construction for the same time period in the vicinity of West Muirlands near Nautilus Street and Rosemont Street between Electric Avenue and Tyrian Street. See Appendix "F" for approximate locations. Coordinate the Work with the adjacent project(s) as listed below:

- a) La Jolla Scenic Drive Pipeline (S), Joe D. Myers, Project Manager (619-533-6632)
- b) Tyrian St and Soledad Ave SMR, Jericho Gallardo, Project Manager (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.
- **4-1.6 Trade Names or Equals.** ADD the following:

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) **no less than 15 Working Days prior to Bid due date** and on the City's Product Submittal Form available at:

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

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#### **SECTION 5 – UTILITIES**

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

The Contractor shall determine locations and elevations of all active and abandoned underground utilities in the Project area that may affect Project construction activities. The Contractor shall provide all required information for the construction or relocation of all public or private utilities that shall be constructed or relocated as a result of this Project. The Contractor shall coordinate utility facility and equipment shutdown requirements with the Engineer.

The City does not warrant the accuracy or completeness of the location and type of existing utilities and substructures shown on the provided as-built drawings. The Contractor is responsible to accurately locate, by potholing or other suitable methods, all existing utilities such as service connections and substructures including the existing water and sewer main that called out to be replaced as part of this contract and as shown on the as-built drawings and marked out by Underground Service Alert (USA), to prevent damage to such facilities and to identify any conflicts with the proposed work.

The Contractor shall fill all potholes on the same day of excavation, and, if no trenching is performed within 10 Working Days, fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise allowed by the Engineer.

The Contractor shall notify the Engineer, in writing, of any conflicts between existing utilities and the proposed work a minimum of 7 Working Days, and 500' in advance of the work to provide adequate time, and space for any changes to the work needed to avoid unforeseen conflicts. The Contractor shall perform utility location far enough in advance of the Work to provide the written notification specified in this section.

The written notification shall include; date of utility location, method of utility location, type, size, and material of utility, horizontal location (to the nearest Station), depth for existing pavement or ground surface to top and bottom of utility, suspected ownership of utility, and the date on which any conflict with the utility will impact the critical path(s).

For existing utilities shown on the As-Built drawings or marked out by USA, the Contractor shall not be entitled to an extension of Contract Time or compensation for delay if direction is provided by the Engineer within 7 Working Days from receipt of the Contractor's written notification of the utility conflict. If the Engineer does not provide direction to the Contractor within the 7 Working Days, an extension of Contract Time may be granted in accordance with Section 6-6, beginning on the eighth Working Day after receipt of the Contractor's written notification.

If an underground utility is uncovered or revealed at or contiguous to the Site which was not indicated in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall identify the utility owner of such underground utility and give written notice thereof to that utility owner and the City.

5-1

When the Construction Documents provide for the Contractor to alter, relocate, or reconstruct a utility, temporary or permanent relocation or alteration of indicated utilities requested by the Contractor for its convenience shall be its responsibility, and the Contractor shall make all arrangements. Nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the Project Site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of construction.

- ADD:
- **5-1.1** As-built Research by the Contractor. The Contractor shall perform the necessary research on existing as-built drawings, including contacting utility companies and requesting mark-outs and verifying existing conditions, crossing utilities, and potential conflicts.

For the convenience of the Contractor and to assist in performing the research necessary for the replacement of the existing water main, the City has performed preliminary research on the as-built drawings for dry and wet utilities including the existing water and storm drain to be replaced as part of this contract. Information is available in Appendix (H). These drawings are for reference only and may not be considered Plans and do not necessarily represent actual conditions that will be encountered in performing the Work.

**5-4 RELOCATION.** DELETE the second paragraph and SUBSTITUTE the following:

The Contractor shall alter, relocate, and reconstruct all city utilities, including water and sewer connections, as necessary to construct the Project. For non-city utilities, The Contractor shall contact and coordinate alteration, relocation, or reconstruction of gas, electric, cable, and telephone service connections with the owner of those utilities.

#### **5-5 DELAYS.** ADD the following:

The contractor shall not be entitled to an extension of the Contract Time or to compensation for unforeseen delays attributable to utility or substructure relocations or alterations when the existing utilities or substructures were:

- a) identified in the Contract Documents, utility records, as-built and record drawings, or other relevant records and archives pertaining to utility locations that the Contractor could reasonably have been expected to be aware of; or
- b) marked out by USA.
- **5-7 PAYMENT.** To the City Supplement, ADD the following:

Payment for performing as-built drawings research and coordination with the utility agencies shall be included in the various Bid items.

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

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

Do not work in the areas where this is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

- a) Work on La Jolla Blvd from Memorial Day to Labor Day; Summer beaches Moratorium
- b) Work on Fay Ave and West Muirlands Drive from Thanksgiving to New Years Day; Holiday Shopping Moratorium.

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.

6-7.1

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.
- **7-3.3 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.
- 7-3.6 **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.
- 7-3.7 **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- 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.

Workers' Compensation

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.

Statutory Employers Liability

2. Limits for this insurance must be not less than the following:

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.
- 7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 <sup>3</sup>/<sub>4</sub>".
- 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.

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7-16 COMMUNITY LIAISON. To the City Supplement, DELETE in its entirety and SUBSTITUTE 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 you 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 you to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
- 2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who will perform the required community outreach services.
- 3. You shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project.

Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Preconstruction Meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as 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. You shall execute the Information Security Policy Acknowledgement Form -For Non-City Employees within 15 days of the award of the Contract if:
  - a) Your contact information is made available on any outreach materials or;
  - b) You 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, individually, on to the City's SDShare site 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.

## 7-16.1.1 Quality Assurance.

- 1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.) on your behalf shall:
  - 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 your employee,
  - c. Have the interpersonal skills to effectively, professionally, and tactfully represent you, the project, and the City to the public.

## 7-16.1.2 Submittals.

- 1. You 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, you 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. Submit a PDF copy of the approved door hangers to the Engineer.
  - b. After distributing or mailing, you shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.
- 2. You shall use the City's SDShare site to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete. You shall upload to the City's SDShare site copies of all written, electronic, and verbal communications and conversations with the public.

## 7-16.2 Community Outreach Services.

#### 7-16.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with section 7-10.6.2.

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- 2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet radius of the Project, of construction activities and utility service interruptions not less than 5 days in advance.
- 3. 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:
  - a. Where Work is to be performed at least 5 days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
  - b. Within 5 days of the completion of your construction activities where work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
  - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
- 4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
- 5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1 <sup>1</sup>/<sub>4</sub>" Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
- 6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834 or approved equal.
- 7. 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.
- 8. A sample of public notices is included in the Contract Appendix.

#### 7-16.2.2 Communications with the Public.

- 1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
- 2. You shall provide updates on construction impacts to the Resident Engineer. You 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.

- 3. You 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.
- 4. At the request of the Resident Engineer, you shall attend and participate in project briefings at community meetings.
- 5. You 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.

#### 7-16.2.3 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), You 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. You 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, you shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
- 6. You shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
- 7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

#### 7-16.3 Exclusive Community Liaison Services.

You shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be to implement 7-16.2, "Community Outreach Services" and as follows:

- 1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
- 2. Prepare and present of materials in coordination with the Resident Engineer.

- 3. Respond to community questions and complaints related to your activities.
- 4. Write, edit, update, or produce brochures, pamphlets and news releases.
- 5. 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.
- 6. Provide a monthly summary report of all inquiries and complaints, including the name of the person, source of inquiry (via information line or email), phone number, address, date, and time of inquiry, who responded, and a summary of resolutions or pending resolutions to the Resident Engineer.
- 7. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
- 8. Attendance at pre-construction, community and stakeholders meetings.
- 7-16.3.1 **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) within 15 days of the Award of the Contract.
- 7-16.4 **Payment.** The Payment for the Community Outreach Service 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 203 – BITUMINOUS MATERIALS**

**203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS).** To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15	RUBBER POLYMER MODIFIED SLURRY (RPMS)	203-16
203-15.1	General	203-16.1
203-15.2	Materials	203-16.2
203-15.3	Composition and Grading	203-16.3
203-15.4	Mix Design	203-16.4

ADD the following:

RPMS shall be used on this contract.

#### **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.

## SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

#### ADD:

**212-3.2.3 Trench Marker Tape.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Attachment E - Supplementary Special Provisions (Rev. Oct. 2015)

- a) Trench marker tape shall be 6" wide and consist of a minimum 5.0 mil, fiveply 100% virgin polyethylene which is acid, alkaline and corrosion resistant. Elongation properties and tensile strength of not less than 7,800 psi shall be in accordance with ASTM D882-80A. The trench marker tape for water lines shall have a minimum 20 gauge solid aluminum foil core, adhered to a 2.55 mil polyethylene backing.
- b) Tape color and legend shall be placed beneath the top protective layer subject to the following:
  - 1. Blue with "Caution Potable Water Line Buried Below" for Water mainlines and over pipe sleeves.
  - 2. Purple with "Caution Recycled/Reclaimed Water Line Buried Below" for recycled water irrigation mainlines.
  - 3. Red with "Caution Electric Line Buried Below" for electrical lines servicing the irrigation system, including, but not limited to, 110/220v power to irrigation controllers and pumps, communication cables and irrigation direct burial control wires to remote control valves.
  - 4. Green with "Caution Sewer Line Buried Below" for Sewer mainlines and over pipe sleeves.

## SECTION 300 – EARTHWORK

- **300-1.4 Payment.** To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:
  - Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal. SECTION 302 – ROADWAY SURFACING
- **302-3 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.
- **302-5.1.1 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 303 – CONCRETE AND MASONRY STRUCTURE

- 303-5.10 Curb Ramp Construction.
- **303-5.10.1** Installation. To the City Supplement, ADD the following:

Contractor to design and install modified curb ramps shown in the Site Maps (Appendix H), using latest City Standard Drawings as guidelines and using the recommendations provided in "ADA Assessment Letter" in Appendix I.

**303-5.10.2 Payment.** To the City Supplement, ADD the following:

Payment for modified curb ramps will include the design and installation.

Attachment E - Supplementary Special Provisions (Rev. Oct. 2015)

<sup>-</sup> Bloding AC Water Group 1007

#### SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

**306-1 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 in Appendix "H", Attachment 1 - Site Maps.

- **306-1.4.5** 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

Basis of Payment for Open Trench Installations. ADD the following:

306-1.6

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

- 705-2.6.1 General. Paragraph (3), CORRECT reference to Section 803 to read "Section 703."
- 705-2.6.3 Community Health and Safety Plan. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- 705-2.6.3 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 AC Water Group 1007, 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

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## APPENDICES

AC Water Group 1007 Attachment E - Supplementary Special Provisions Appendices (Rev. Oct. 2015)

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## APPENDIX A

# NOTICE OF EXEMPTION

AC Water Group 1007 Appendix A - Notice of Exemption (Rev. Oct. 2015)

## NOTICE OF EXEMPTION

TO: <u>X</u> RECORDER/COUNTY CLERK P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 FROM: CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101

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

SAN DIEGO, CA 92101-2422

PROJECT NO.: 423446

PROJECT TITLE: AC Water Group 1007

<u>PROJECT LOCATION-SPECIFIC:</u> Bonair Street, Bonair Place, Draper Avenue, Electric Avenue, Gravilla Place, Gravilla Street, Rosemont Street, Tyrian Street, and West Muirlands Drive in La Jolla, CA (Council District 1).

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: Public Project Assessment for the replacement of 9,935 linear feet of 4, 6, and 8-inch Asbestos Cement (AC) water mains with new 8 and 12-inch polyvinyl chloride (PVC) piping in the same locations and same alignment, the installation of 240 linear feet of new 8-inch PVC water piping under Draper Avenue between Bonair Way and Bonair Street and the abandonment of 296 linear feet of existing 6-inch AC water mains on Bonair Place, East of Draper Avenue. Additional improvements include the installation of curb ramps, fire hydrants, water service connections, and street slurry. The project would use the open trench method of construction for piping replacement and new piping alignment and trenches would be backfilled and resurfaced to match the existing street surface. All work would occur within existing improved public right-of-way or City easements.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

City of San Diego, Public Works Department Contact: Rex Narvaez, (619) 235-1955

EXEMPT STATUS:

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
- ( ) DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- () EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c)
- (X) CATEGORICAL EXEMPTIONS: 15301 EXISTING FACILITIES AND 15304 MINOR ALTERATIONS TO LAND
- () STATUTORY EXEMPTION:

<u>REASONS WHY PROJECT IS EXEMPT</u>: The City of San Diego conducted an environmental review which determined that the project meets the criteria set forth in State CEQA Guidelines Section 15301, Categorical Exemption for Existing Facilities, for replacement of existing piping because it involves existing publicly owned utilities with negligible expansion, and Section 15304, Categorical Exemption for Minor Alterations to Land, for the new piping alignment, which allows for minor trenching and back filling where the surface is restored. None of the exceptions listed in CEQA Guidelines Section 15003.2 apply, therefore this exemption is applicable to the proposed project.

LEAD AGENCY CONTACT PERSON: MARK BRUNETTE

TELEPHONE: (619) 446-5379

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
- 2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT? () Yes () No

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

SIGNATURE/TITLE

SIGNATURE/ TITLE

CHECK ONE:

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

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

July 8, 2015

DATE

e-Bidding AC Water Group 1007 Appendix A - Notice of Exemption (Rev. Oct. 2015) 62 | 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	<b>PAGE 10F</b> 10	EFFECTIVE DATE October 15, 2002
PROGRAM)	SUPERSEDES DI 55.27	DATED April 21, 2000

## 1. **PURPOSE**

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

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

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

## Reference

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

## 3. **DEFINITIONS**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER	<b>PAGE 20F</b> 10	EFFECTIVE DATE October 15, 2002
PROGRAM)	SUPERSEDES DI 55.27	DATED April 21, 2000

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

## 4. <u>POLICY</u>

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

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 3OF</b> 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
SUBJECT	<b>DI</b> 55.27	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	<b>PAGE 4OF</b> 10	October 15, 2002
	SUPERSEDES DI 55.27	<b>DATED</b> 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 <sup>1</sup>/<sub>2</sub> "National Standards Tested (NST) fire hydrant male coupling.
- 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

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

#### Process for Issuance

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

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CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
SUBJECT	<b>PAGE 50F</b> 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		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 DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

## 4.7 Relocation of Existing Fire Hydrant Meters

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

## 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

## 5. **EXCEPTIONS**

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

## 6. MOBILE METER

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
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PROGRAM)		
<i>,</i>	SUPERSEDES	DATED
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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

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

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

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

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PROGRAM)		
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# 7. <u>FEE AND DEPOSIT SCHEDULES</u>

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
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	SUPERSEDES DI 55.27	<b>DATED</b> 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 DivisionSubject Index:Construction Meters<br/>Fire Hydrant<br/>Fire Hydrant Meter Program<br/>Meters, Floating or Vehicle Mounted<br/>Mobile Meter<br/>Program, Fire Hydrant Meter

**Distribution:** 

DI Manual Holders

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Ory of Son Diego PUBLIC UTILITIES LI	ydrant Meter		(For	Office Use Only	)
Water & Wastervoter	yulant weter		NS REQ	FAC#	
A CONTRACT			DATE	BY	· · · · · · · · · · · · · · · · · · ·
Meter Information	METER SHOP (619) 52	27-7449 Appl	ication Date	Requeste	d Install Date:
Fire Hydrant Location: (Attach Deta	ied Map//Thomas Bros. Map Locat	lon or Construction	i drawing.) <u>Zip:</u>	<u>T.B.</u>	<u>G.B.</u> (CITY US
Specific Use of Water:					
Any Return to Sewer or Storm Drain	, If so , explain:				
Estimated Duration of Meter Use:				Check Box	if Reclaimed Water
ompany Information			•		
Company Name:					
Mailing Address:					
City:	State:	Zip:	P	hone: (	)
*Business license#	аланан ан тараат та	*Contracto	r license#		
A Copy of the Contractor's	icense OR Business License	e is required at	the time of me	eter issuand	:e.
Name and Title of Billin PERSON IN ACCOUNTS PAYABLE)			P	hone: (	)
Site Contact Name and	Title:		. Pl	hone: (	)
Responsible Party Nam	8:	· · · ·	. Ti	tle:	
Cal ID#			P	hone: (	)
Signature:	•	Date:			
Guarantees Payment of all Charges Resu	ting from the use of this Meter. <u>Insures</u>	that employees of th	is Organization unders	tand the proper	use of Fire Hydrant Mete
		× 4.3			
Fire Hydrant Meter	Removal Request	R	equested Remov	al Date:	
Provide Current Meter Location if Di	fferent from Above:			··· · · · · · · · · · · · · · · · · ·	
Signature:		Title:		,	Date:
Phone: ( )		Pager: (	)	L	· · · · ·

Contract Acct #:		
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	Signature:	Date:
e-Bidding AC Water Group 1007		72   Page

Appendix B - Fire Hydrant Meter Program (Rev. Oct. 2015

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#### 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.

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Date

Name of Responsible Party Company Name and Address Account Number:

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

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Water Department

#### **APPENDIX C**

# MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

#### Materials Typically Accepted by Certificate of Compliance

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

# APPENDIX D

# SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div.,	9485 Aero Drive, SD CA 92123	Contractor's Name:					
Project Name:		Contractor's Address:	Contractor's Address:				
Work Order No or Job Order No.							
City Purchase Order No.		Contractor's Phone #:	Invoice No.				
Resident Engineer (RE):		Contractor's fax #:	Invoice Date:				
RE Phone#:	Fax#:	Contact Name:	Billing Period: ( to				

Item #	Item Description			t Authorizatio			Totals To Date				to Date
:		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00%	
2					\$ -		\$-	_	\$ -	0.00%	
3					\$-		\$ -		\$ -	0.00%	
4					\$ -		\$-		\$-	0.00%	
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$-	0.00%	
7					\$ -		\$-		\$ -	0.00%	
8					\$ -		\$ -		\$ -	0.00%	
9					\$ -		\$ -		\$ -	0.00%	
10					\$-		\$-		\$ -	0.00%	
11					\$-		\$ -		\$ -	0.00%	
12					\$ -		\$ -		\$-	0.00%	
13					\$ -		\$ -		\$-	0.00%	
14					\$ ~		- +		\$ -	0.00%	\$-
15					\$ -		- +		\$ -	0.00%	
16					\$-		\$-		\$ -	0.00%	
17	Field Orders				\$ -		- \$		\$ -	0.00%	
18					\$-		\$-		\$ -	0.00%	\$-
	CHANGE ORDER No.				\$ -		\$ -		\$ -	0.00%	
					\$ -		\$ -		\$ -	0.00%	\$-
	Total Authoriz	ed Amount (including approve	ed Change Order)		\$ -		\$-		\$ -	Total Billed	\$-

#### SUMMARY

A. Original Contract Amount	\$ -	I certify that the materials	Ret
B. Approved Change Order #00 Thru #00	\$ -	have been received by me in	Total Retent
C. Total Authorized Amount (A+B)	\$ -	the quality and quantity specified	Previous F
D. Total Billed to Date	\$ - ]		Add'l Amt t
E. Less Total Retention (5% of D )	\$ -	Resident Engineer	Amt to Rele
F. Less Total Previous Payments	\$ -		
G. Payment Due Less Retention	\$0.00	Construction Engineer	
H. Remaining Authorized Amount	\$0.00		Contractor S

# Retention and/or Escrow Payment Schedule

	Total Retention Required as of this billing (Item E)	\$0.00
1	Previous Retention Withheld in PO or in Escrow	\$0.00
	Add'I Amt to Withhold in PO/Transfer in Escrow:	\$0.00
	Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date: \_\_\_\_\_

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comments in the latent of the

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# **APPENDIX E**

# LOCATION MAP



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# **APPENDIX F**

# ADJACENT PROJECTS

AC Water Group 1007 Appendix F- Adjacent Projects (Rev. Oct. 2015)

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# 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:

	rged water has be ased on:	en dechlorina	ted to below	w <u>0.1</u> (mg/l) 1	evel; and effluent has been ma	aintained between <u>6 and 9</u>	Is Discharge Within Limits?		Comment/Action Taken	
Event #	Discharge Date	Item Tested	Duration	Amount (gpd)	Description of the Proposed Discharge	Method and Test Result	YES	NO		
		Chlorine								
		pH								
		Chlorine			· ·					
		pH								
		Chlorine								
		pH								
		Chlorine								
		pH								
Qualifie	d Personnel Conduc	ting Tests (Prin	t Name):				SAP No	.(s):	· · · · · · · · · · · · · · · · · · ·	
*Signed	:						Project	Name:		
* By signi	ng, I hereby certify and aff	irm under penalty of	f perjury that all c	of the statements an	d conditions for hydrostatic discharge events	are correct.				
effluent lir	hresholds been exceeded? nit]		010-0003, would	this be a reportable	discharge and must be reported within 24 h	nours of the event? [Reportable discharg	ge would inc	lude violati	on of maximum gallons per day, any upset which exceeds any	

Appendix G – Hydrostatic Discharge Form (Rev. Oct. 2015)

# APPENDIX H

# SITE MAPS, INSTALLATION NOTES, AND AS-BUILTS

#### APPENDIX "H"

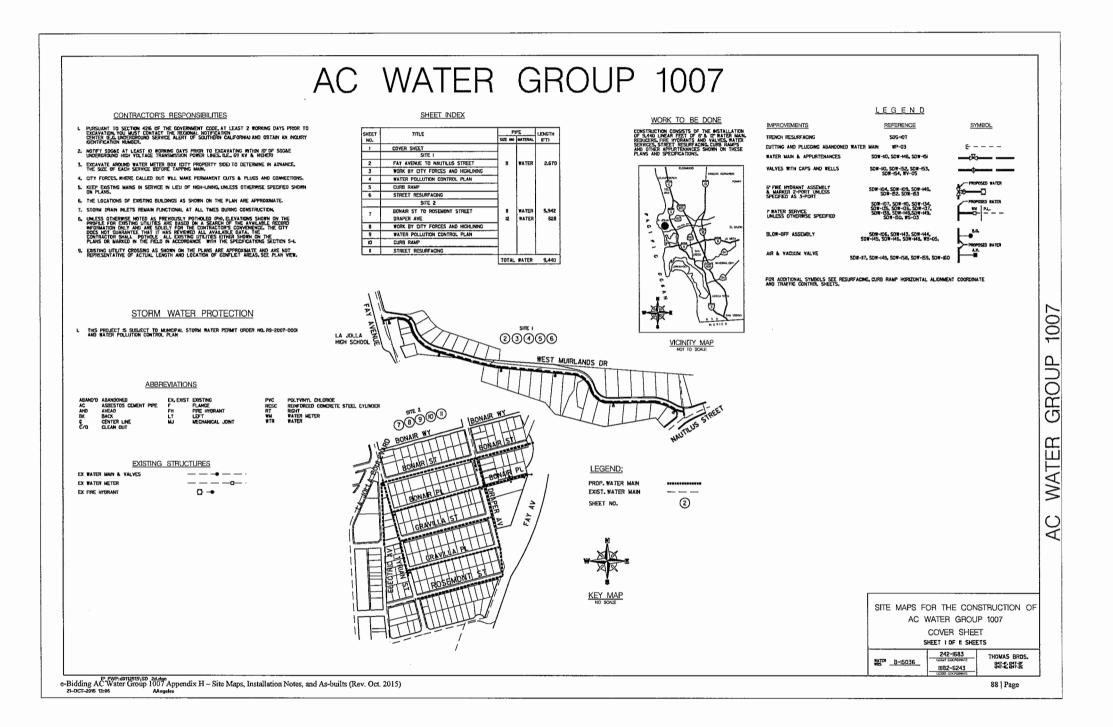
#### TABLE OF CONTENTS

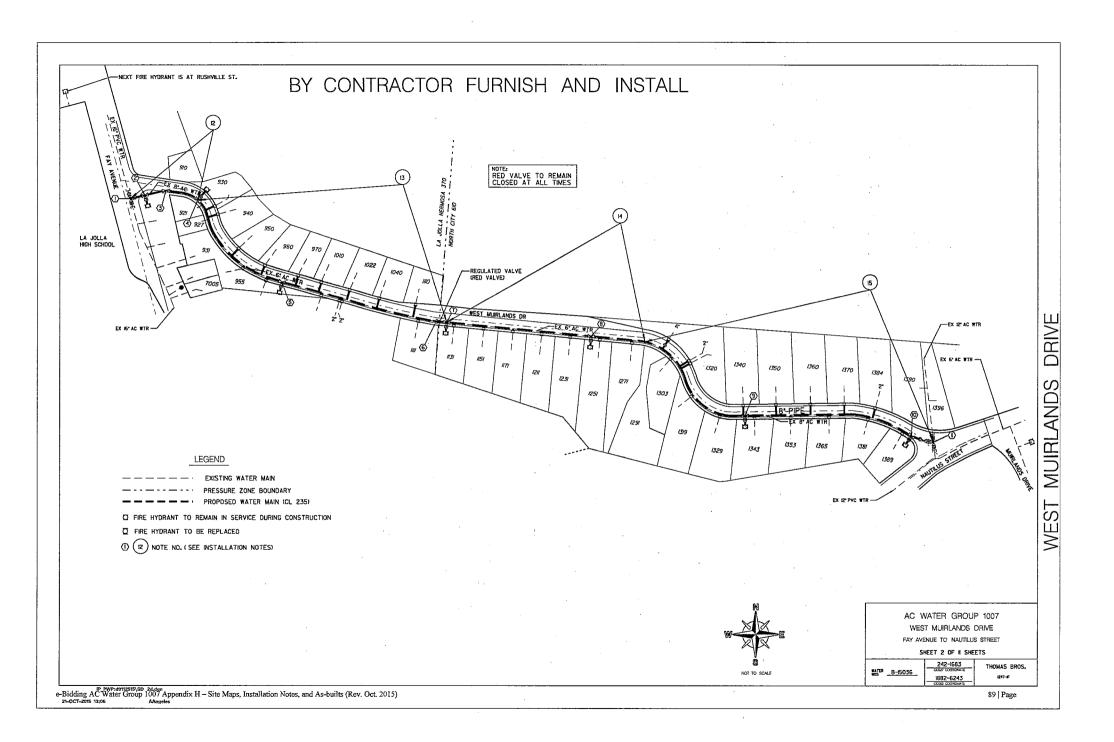
ATTACHMENT NO.	DESCRIPTION	CONTENT PAGES
1	Site Maps	1 of 11 through 11 of 11
2	Installation Notes	1 of 3 through 3 of 3
3	Reference As-Builts	Water, AT&T, SDG&E

# APPENDIX "H"

ATTACHMENT 1

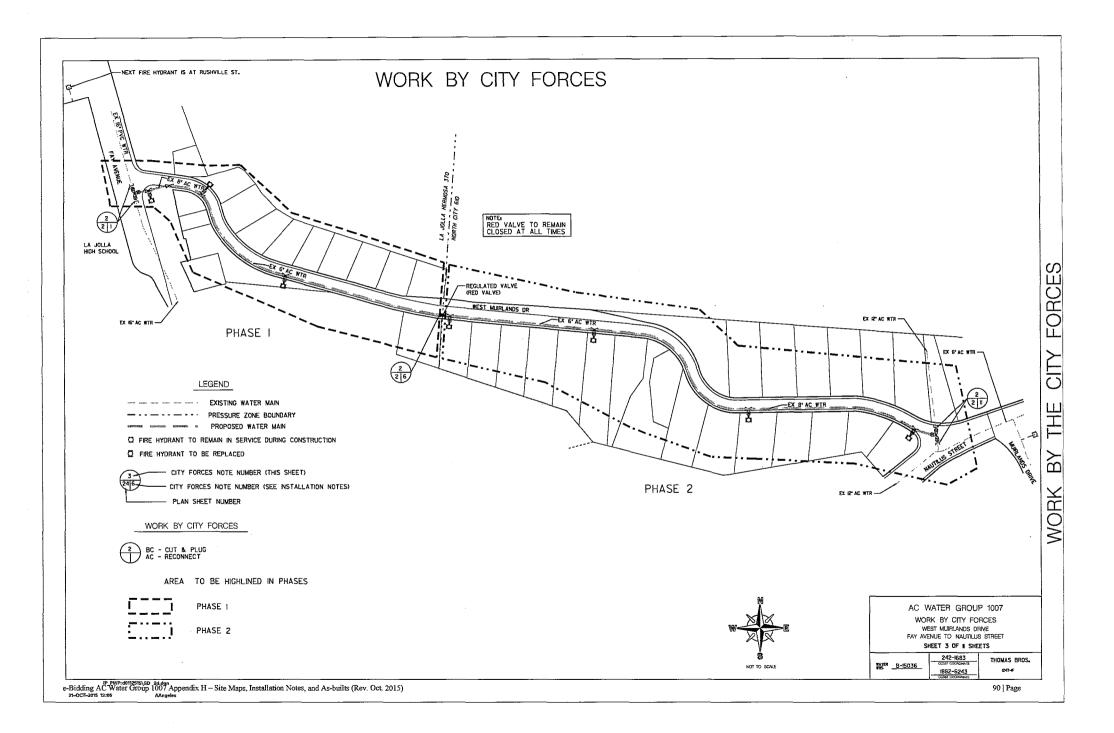
e-Bidding AC Water Group 1007 Appendix H - Site Maps, Installation Notes, and As-builts (Rev. Oct. 2015)



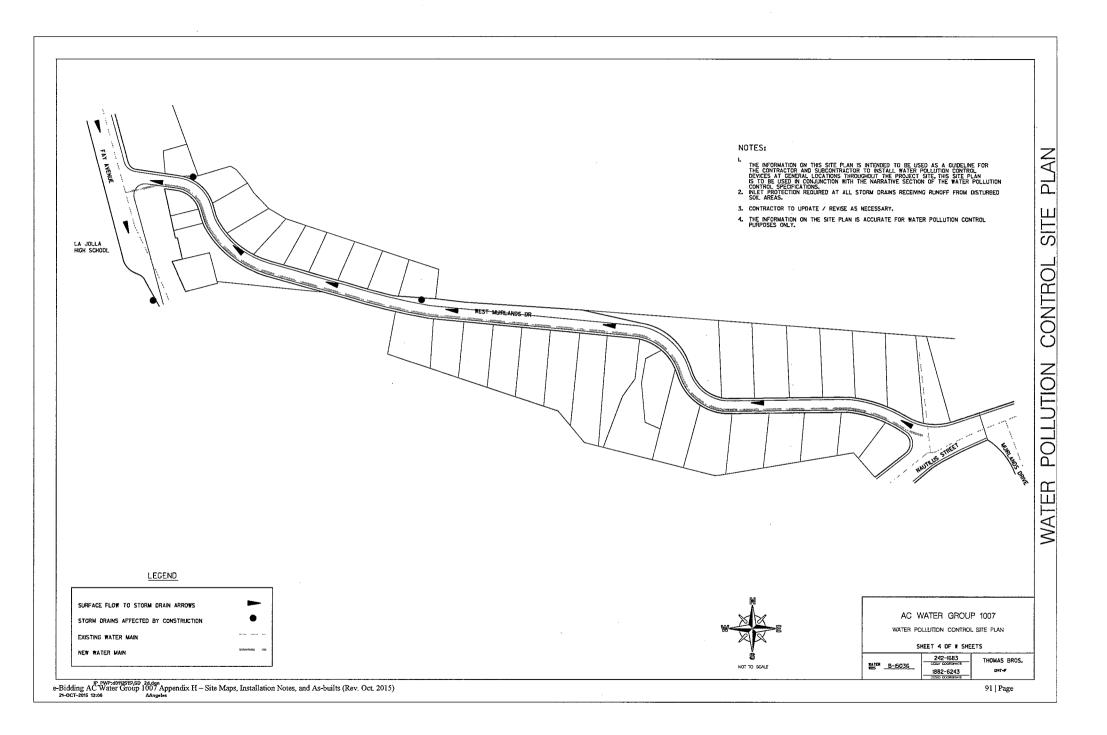


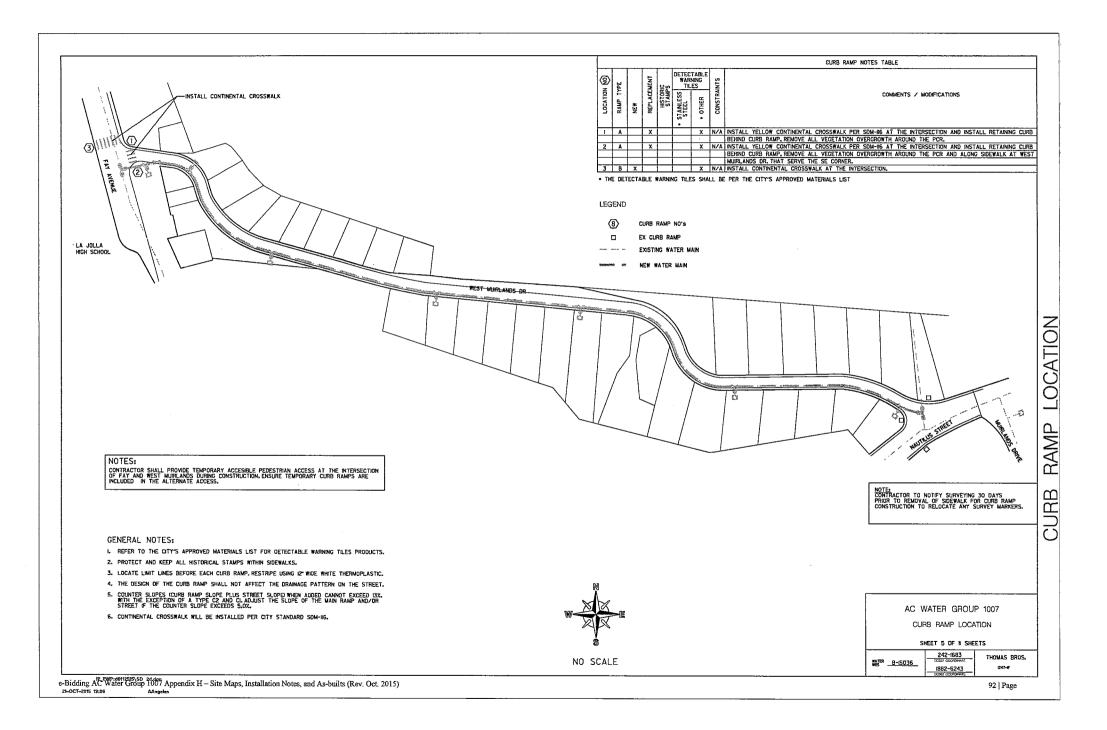
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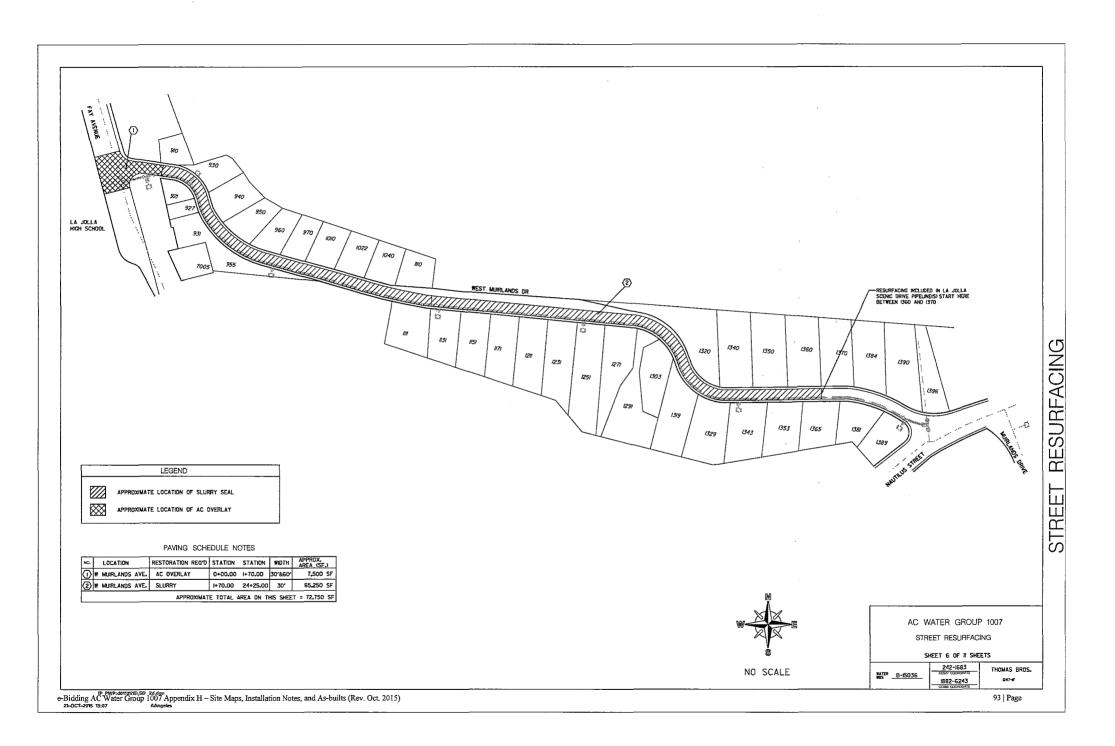
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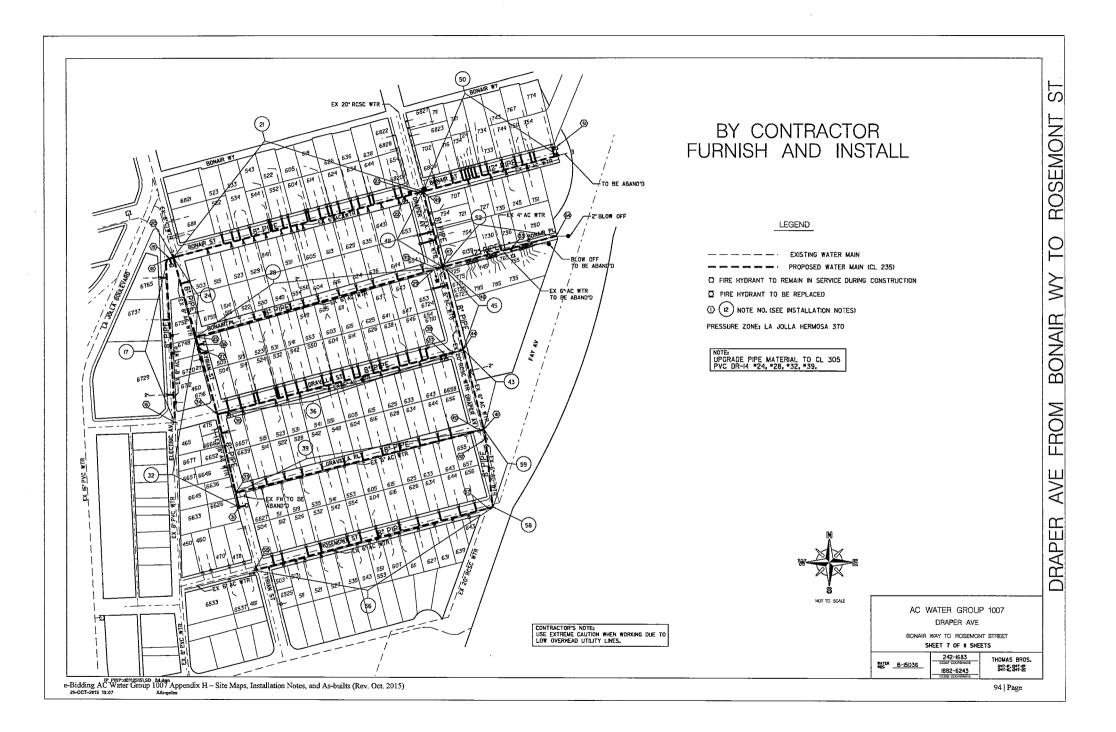


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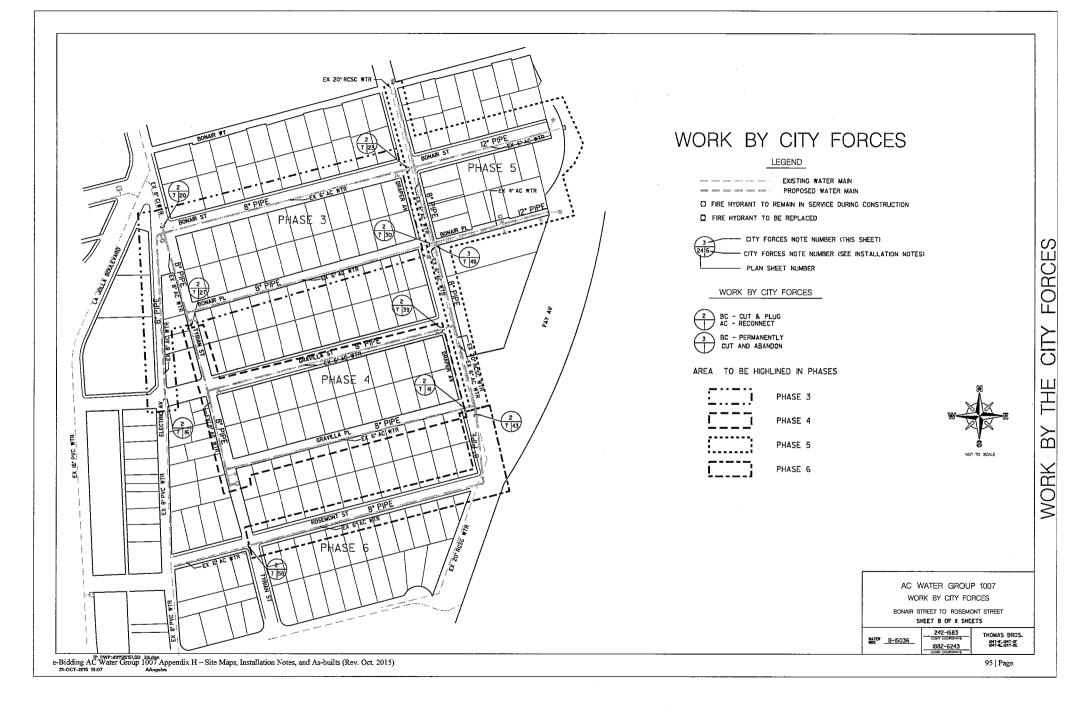




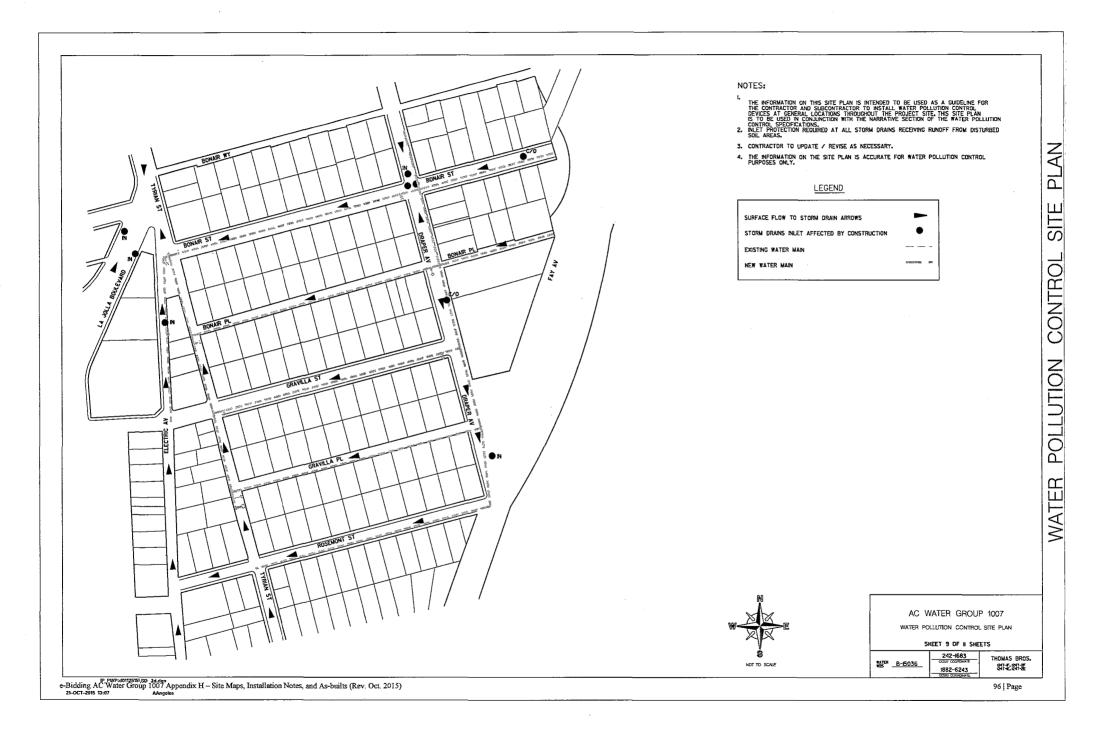


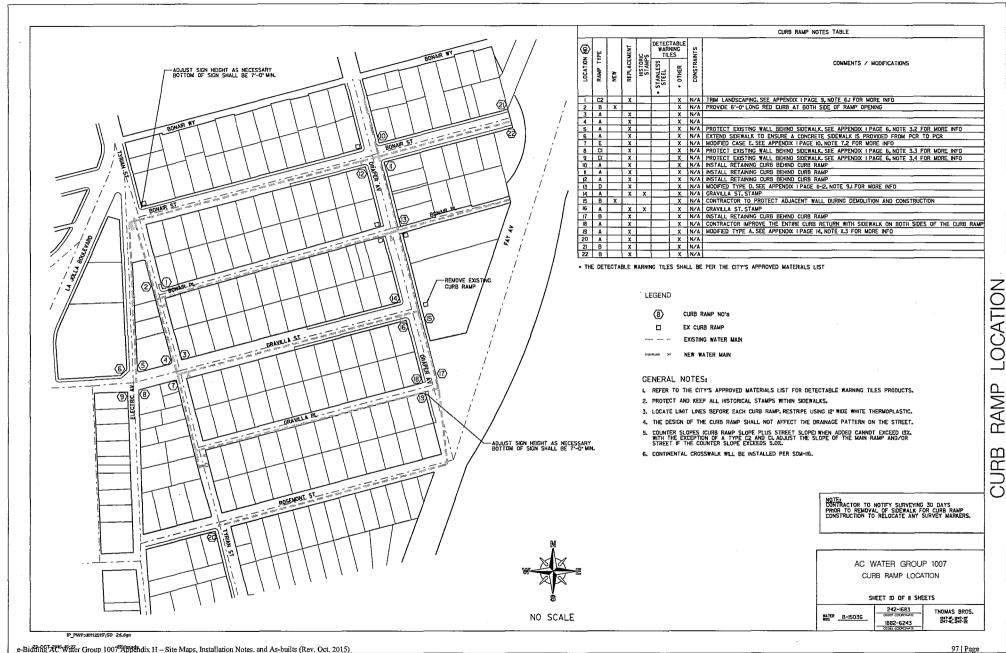






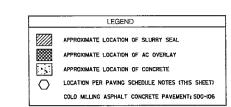
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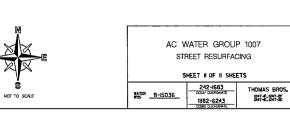


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	PAVING SCHEDULE NOTES								
NO.	LOCATION	REQUIRED	STATION	WIDTH	APPROX. AREA				
$\odot$	ROSEMONT ST	SLURRY	TYRAN ST TO DRAPER AV	30'	28,812.305F				
2	GRAVILLA PL	SLURRY	TYRAN ST TO DRAPER AV	20'	15,590.005F				
3	GRAVILLA ST	SLURRY	TYRAN ST TO DRAPER AV	30'	23,553.005				
	BONAIR PL	SLURRY	TYRAN ST TO DRAPER AV	20'	22,83L005F				
5	BONAIR ST	SLURRY	TYRAN ST TO DRAPER AV	38'	48,336.765				
6	DRAPER AVE	SLURRY	BONAIR WY ST ROSEMONT ST	40'	50,080.005				
6	TYRIAN ST	SLURRY	BONAIR ST TO GRAVILLA ST	22'	1.528.00SF				
8	TYRIAN ST	AC OVERLAY	GRAVILLA ST TO GRAVILLA PL	24'	5,390.00SF				
9	TYRIAN ST	SLURRY	GRAVILLA PL TO ROSEMONT ST	24'	5.880.00SF				
6	BONAIR PL	CONCRETE	DRAPER AV TO FAY AV	18'	6,444.00SF				
$\bigcirc$	ELECTRICAL AV	CONCRETE	BONAIR ST TO GRAVILLA ST	24'	13.064.00SF				
			Total Area of S	LURRY SÉAL	205.671 SF				
			TOTAL AREA OF A	NC OVERLAY	5,390.00 5				
			TOTAL AREA OF	CONCRETE	19,508.00 5				



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e-Bidding AC Water Group 1007 Appendix H – Site Maps, Installation Notes, and As-builts (Rev. Oct. 2015) 2-OCT-205 13:07 AAngete

RESURFACING STREET

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# APPENDIX "H"

#### ATTACHMENT 2

e-Bidding AC Water Group 1007 Appendix H - Site Maps, Installation Notes, and As-builts (Rev. Oct. 2015)

PHASING NO.	NOTE NO.	FSN	INSTALLED DATE	RETIREMENT	APPURTENANCES	STREET NAME	LENGTH (LF)	DEPTH	PIPE SIZE (IN)	MATL	NO. OF WATER SERVICES	WATER SERVICE SIZE (IN)	NOTE
1	1				1 - 16" X 16" X 8" TEE 2 - 16" BUTTERFLY VALVES 1 - 8" GATE VALVE	WEST MUIRLANDS DR & FAY AV		3'	8	WTR			BY CITY FORCES AND OF CONTRACTOR INSTALL: CUT & PLUG EX 16" PVC WTR 10" LT CUT & PLUG EX 16" PVC WTR 10" RT RECONNECT AFTER MAIN HAS BEEN ACCEPTED BY CONTRACTOR FURNISH & INSTALL: 1 - 16" X 16" X 8" TEE (F) 2 - 16" BUTTERFLY VALVES (F,ML), LT, RT.
1	2	515049	1/1/1985	1-6" FH	1-6"FH	WEST MUIRLANDS DR	· .	3'	8	WTR			1 - 8" GATE VALVE (F,MI), AHD. BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 6" TEE (MJ, MJ, F) 1 - 6" (2 - PORT) FH ASSEMBLY & MARKER
1	3				1 - 8" 22.5° BEND	WEST MUIRLANDS DR		3'	8	WTR			BY CONTRACTOR FURNISH & INSTALL: 1 - 8" 22.5" BEND
1	4	515050	11/1/1950	1-6"FH	1-6"FH	WEST MUIRLANDS DR		3'	8	WTR			BY CONTRACTOR FURNISH & INSTALL: 1 - 8"X 6" TEE (MJ, MJ, F) 1 - 6" (2-PORT) FH ASSEMBLY & MARKER
1	5	\$15051	11/1/1950	1-6"FH	1-6"FH	WEST MUIRLANDS DR		3'	8	WTR			BY CONTRACTOR FURNISH & INSTALL: 1 - 8" x 6" TEE (MJ, MJ, F) 1 - 6" (2-PORT) FH ASSEMBLY & MARKER
1	6			N/A	1 - REGULATED VALVE (RED VALVE)	WEST MUIRLANDS DR	N/A	3'	8	WTR	0	N/A	EY CITY FORCES AND OF CONTRACTOR: CUT & PLUG EX 6" AC WTR 10' 8K. RECONNECT AFTER PHASE 1 & 2 HAVE BEEN ACCEPTED BY CONTRACTOR FURNISH & INSTALL: 1 - REGULATED VALVE; RED VALVE; CLOSE VALVE
2	7	515052	11/1/1950	1-6" FH	1-6" FH	WEST MUIRLANDS DR		3'	8	WTR			BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 6" TEE (MJ, MJ, F) 1 - 6" (2-PORT) FH ASSEMBLY & MARKER
2	8	515053	11/1/1950	1 - 6" FH	1 - 6" FH	WEST MUIRLANDS DR		3'	8	WTR			BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 6" TEE (MJ, MJ, F) 1 - 6" (2-PORT) FH ASSEMBLY & MARKER
2	9	<b>51</b> 5054	2/1/1950	1-6"FH	1 - 6" FH	WEST MUIRLANDS DR		3'	8	WTR			BY CONTRACTOR FURNISH & INSTALL: 1 - 8" x 6" TEE (MJ, MJ, F) 1 - 6" (2-PORT) FH ASSEMBLY & MARKER
2	10	515083	12/1/1950	1-6" FH	1-6"FH	WEST MUIRLANDS DR		3'	8	WTR			BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 6" TEE (MJ, MJ, F) 1 - 6" (2-PORT) FH ASSEMBLY & MARKER
2	11				1 - 12" X 12" X 8' TEE 2 - 12" GATE VALVES 1 - 8" GATE VALVE	WEST MUIRLANDS DR & NAUTILUS ST		3'	8	WTR			BY CITY FORCES AND OF CONTRACTOR INSTALL: CUT & PLUG EX 12" AC WTR 10" LT CUT & PLUG EX 12" PVC WTR 10" RT RECONNECT AFTER NEW MAIN HAS BEEN ACCEPTED BY CONTRACTOR FURNISH & INSTALL: 1 - 12" X 12" X 8" TEE (F) 2 - 12" GATE VALVES (F, MI) LT, RT. 1 - 8" GATE VALVES (F, MI) BK 1 - 22.5" BEND BK
1	12	5480615	1/1/1985	188' - 8" AC		WEST MUIRLANDS DR	188	3'	8	WTR	0	N/A	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC
1	13	379644	11/1/1950	874 ' - 6" AC 15 - 1" SERVICES 2 - 2" SERVICES		WEST MUIRLANDS DR	874	3'	8	WTR	17	1, 2	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC
2	14	379863	11/1/1950	596'- 6" AC 7 - 1" SERVICES		WEST MUIRLANDS DR	596	3'	8	WTR	7	1	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC
2	15	379703	2/1/1950	1012' - 8 " AC 13 - 1" SERVICES 2 - 2" SERVICES 1 - 4' SERVICES	1 - 4" GATE VALVE	WEST MUIRLANDS DR	1012	3'	8	WTR	16	1, 2, 4	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC 1 – 4° GATE VALVE NEAR 1320 W MUIRLANDS
3	16			N/A		ELECTRIC AV	N/A	3'	8	WTR	0	N/A	BY CITY FORCES AND OF CONTRACTOR: CUT & PLUG EX 8" PVC WTR RECONNECT AFTER NEW MAIN HAS BEEN ACCEPTED
3	17	379773	1/1/1961	486' - 8" AC 5 - 1" SERVICES 1 - 2" SERVICES		ELECTRIC AV	486	3'	8	WTR	б	1,2	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC
3	18				1-8" 45° BEND 1-8" 22.5° BEND	BONAIR ST & ELECTRIC AV	N/A	3'	8	WTR			BY CONTRACTOR FURNISH & INSTALL: 1-8" 45" BEND 1-8" 22.5" BEND

e-Bidding AC Water Group 1007 Appendix H - Site Maps, Installation Notes, and As-builts (Rev. Oct. 2015)

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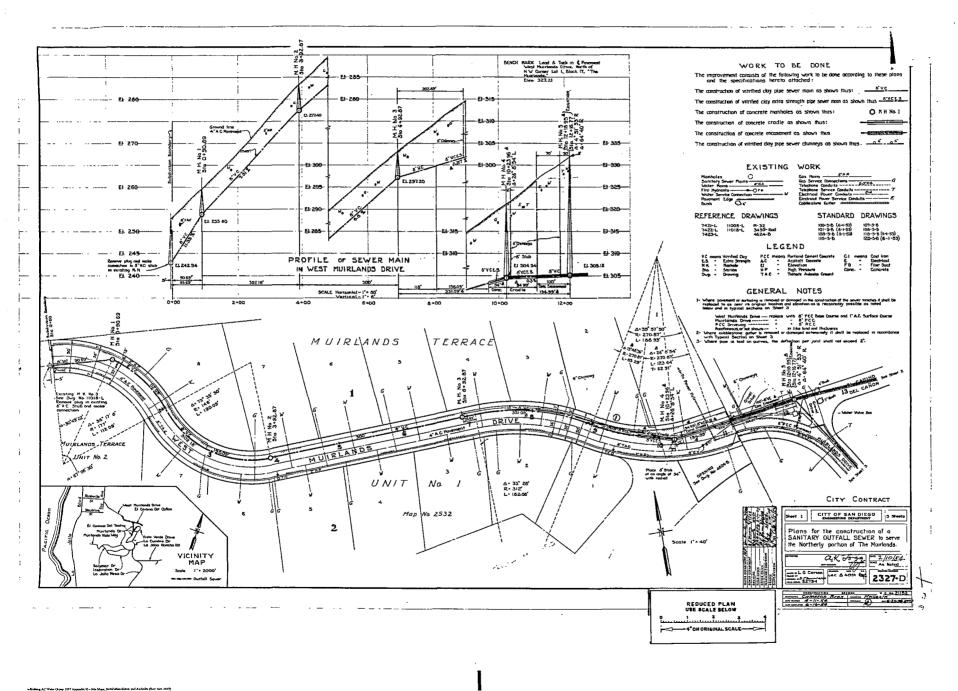
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3	19	515091	1/1/1961	1-6"FH	1 - 6" FH	BONAIR ST & ELECTRIC AV	Ń/A	3'	8	WTR	0	N/A	BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 6" TEE (MJ, MJ, F) 1 - 6" (2-PORT) FH ASSEMBLY & MARKER
3	20			N/A	1 - 8"X8" CROSS 4- 8" GATE VALVES	BONAIR ST & ELECTRIC AV	N/A	3'	8	WTR	0	N/A	BY CITY FORCES AND OF CONTRACTOR: CUT & PLUG EX 8° CI WTR 10° LT. RECONNECT AFTER NEW MAIN HAS BEEN ACCEPTED BY CONTRACTOR FURNISH & INSTALL: 1 - 8° × 8° CROSS (F) 4 - 8° GRUSS (F) 4 - 8
3	21	379733	7/21/1946	788'- 6" AC 38 - 1" SERVICES		BONAIR ST	788	3'	8	WTR	38	1	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC
3	22	515104	1/1/1987	1-6"FH	1-6" FH	BONAIR ST	N/A	3'	8	WTR	0	N/A	BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 6" TEE (MJ, MJ, F) 1 - 6" (2-PORT) FH ASSEMBLY & MARKER
3	23			N/A		BÖNAIR ST	N/A	3'	8	WTR	0	N/A	BY CITY FORCES AND OF CONTRACTOR: CUT & PLUG EX 6" AC WTR 10' BK. RECONNECT AFTER NEW MAIN HAS BEEN ACCEPTED
3	24	379807	1/1/1969	240' - 8" AC 2 - 1" SERVICES		TYRIAN ST	240	3'	8	WTR	2	1	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC (CL 305 DR-14)
3	25				1 - 8"X8" TEE 2- 8" GATE VALVES	BONAIR PL & TYRIAN ST	N/A	3'	8	WTR	0	N/A	BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 8" TEE ( F) 2 - 8" GATE VALVES (F,MJ), AHD, LT,
3	26	515103	1/1/1969	1-6"FH	1-6"FH	TYRIAN 5T	N/A	3'	8 .	WTR	0	N/A	BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 6" TEE (MJ, MJ, F) 1 - 6" (2-PORT) FH ASSEMBLY & MARKER
3	27			N/A		TYRIAN ST	N/A	: 3'	8	WTR	0	N/A	BY CITY FORCES AND OF CONTRACTOR: CUT & PLUG EX 8" AC WTR 10' AHD. RECONNECT AFTER PHASE 3 & 4 HAVE BEEN ACCEPTED
3	28	379805	7/17/1947	745' - 6" AC 23 - 1" SERVICES 1 - 2" SERVICES		BONAIR PL	745	3'	8	WTR	24	1, 2	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC (CL 305 DR-14)
3	29	515098	7/19/1972	1 - 2" AIR VALVE	1 - 2" AIR VALVE	BONAIR PL	N/A	3'	8	WTR	0	N/A	BY CONTRACTOR FURNISH & INSTALL: 1 - 2" AIR VALVE
3	30			N/A		BONAIR PL & DRAPER AV	N/A	3'	8	WTR	0	N/A	BY CITY FORCES AHD OF CONTRACTOR: CUT & PLUG EX 6" AC WTR 10' AHD. RECONNECT AFTER PHASE 3 & 5 HAVE BEEN ACCEPTED
4	31	465075 515101	1/1/1969	1 - 2" BLOW OFF 1 - 6" FH	1-6"FH	TYRIAN ST	N/A	3'	8	WTR			BY CONTRACTOR FURNISH & INSTALL: REMOVE EXISITING 2* BLOW OFF RELOCATE EXISITING FH TO END OF PIPE 1 - 8" X 6" TEE (MJ, MJ, F) 1 - 6" (2-PORT) FH ASSEMBLY & MARKER 1 - 8" BUIDD FLANGE, AHD
4	32	379746, 379799, 379807	1/1/1969	518' - 8" AC 9 - 1" 5ERVICES		TYRIAN ST	518	3'	8	WTR	9	1	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC (CL 305 DR-14)
4	33				1 - 8"X8" TEE 2 - 8" GATE VALVE	TYRIAN ST & GRAVILLA PL	N/A	3'	8	WTR	0	N/A	BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 8" TEE (F) 2 - 8" GATE VALVES (F,MJ), AHD, RT.
4	34	·			1 - 8"X8" TEE 2 - 8" GATE VALVE	TYRIAN ST & GRAVILLA ST		3'	8	WTR	0	N/A	BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 8" TEE (F) 2 - 8" GATE VALVES (F,MI), AHD, RT.
4	35	515102	7/19/1972	1 - 6" FH	1-6"FH	GRAVILLA ST	N/A	3'	8	WTR	0	N/A	BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 6" TEE (MJ, MJ, F) 1 - 6" (2-PORT) FH ASSEMBLY & MARKER
4	36	· 379801	7/29/1972	739' - 6" AC 31 - 1" SERVICES		GRAVILLA ST	739	3'	8	WTR	31	1	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC
4	37	51509B	7/19/1972	1-6"FH	1 - 6" FH	GRAVILLA ST	N/A	3'	8	WTR	0		BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 6" TEE (MJ, MJ, F) 1 - 6" (2-PORT) FH ASSEMBLY & MARKER
4	38			N/A		GRAVILLA 5T	N/A	3'	8	WTR	0	N/A	BY CITY FORCES AHD OF CONTRACTOR: CUT & PLUG EX 6" AC WTR 10' BK. RECONNECT AFTER PHASE 4 & 5 HAVE BEEN ACCEPTED
4	39	379797	7/17/1947	748' - 6" AC 24 - 1" SERVICES		GRAVILLA PL	748	3'	8	WTR	24	1	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC (CL 305 DR-14)
4	40			N/A		GRAVILLA PL	N/A	3'	8	WTR	0	N/A	BY CITY FORCES AHD OF CONTRACTOR: CUT & PLUG EX 5" AC WTR 10' AHD RECONNECT AFTER PHASE 4 & 5 HAVE BEEN ACCEPTED

e-Bidding AC Water Group 1007 Appendix H – Site Maps, Installation Notes, and As-builts (Rev. Oct. 2015)

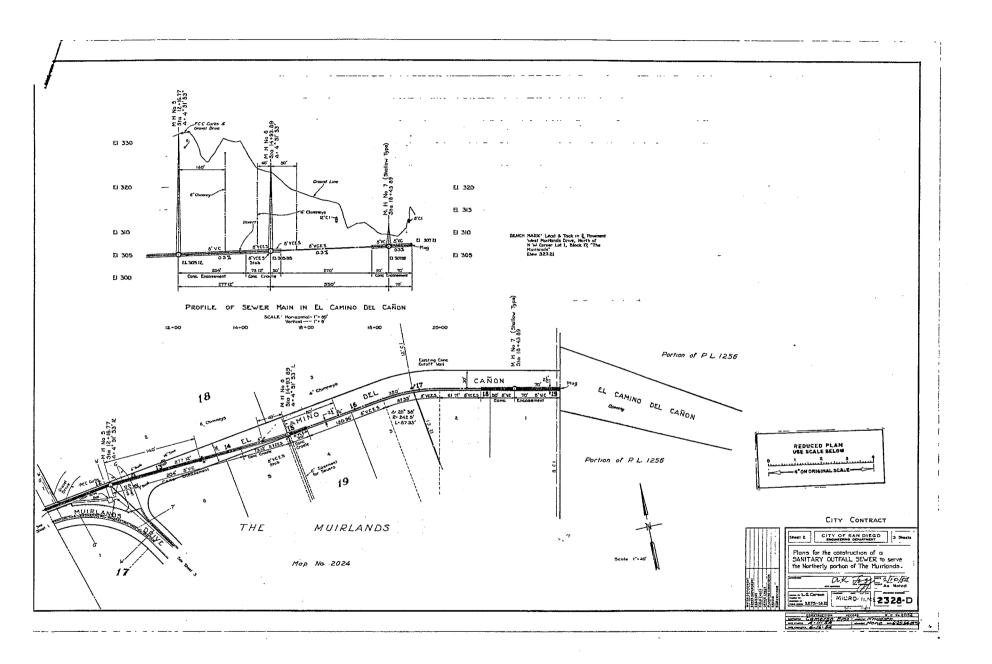
PHASING	NOTE	FSN	INSTALLED DATE	RETIREMENT	APPURTENANCES	STREET NAME	LENGTH (LF)	DEPTH	PIPE SIZE (IN)	MATL	NO. OF WATER SERVICES	WATER SERVICE SIZE (IN)	NOTE
<u>NO.</u> 4	NO. 41				1 - 8"X8" TEE 2 - 8" GATE VALVES 1 - 8" 11.25* BEND	DRAPER AV	N/A	3'	8	WTR	0	N/A	BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 8" TEE (F) 2 - 8" GATE VALVES (F,MI), AHD, LT. 1 - 8" 11.25" BEND
5	42			N/A		DRAPER AV	N/A	3'	8	WTR	0		BY CITY FORCES AHD OF CONTRACTOR: CUT & PLUG EX 6" AC WTR RECONNECT AFTER PHASE 5 & 6 HAVE BEEN ACCEPTED
5	43	379736	N/A	249' - 6" AC 1 - 2" SERVICES		DRAPER AV	249	3'	8	WTR	1	2	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC
5	44				1 - 8"X8" TEE 2 - 8" GATE VALVES	DRAPER AV	N/A	3'	8	WTR	0		BY CONTRACTOR FURNISH & INSTALL: 1 - 8" X 8" TEE (F) 2 - 8" GATE VALVES (F,MJ), AHD, LT
5	45	379735	N/A	252' - 6" AC 1 - 1" SERVICES		DRAPER AV	252	3'	8	WTR	1	1	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC
5	46	379811	1/1/1985	296' - 6" AC		BONAIR PL	296	3'		WTR			EX 6" AC TO BE ABANDONED; CUT & PLUG 6" AC AFTER CONNECTION TO NEW MAIN
5	47				1 - 12" X 8" CROSS 1 - 12"X 8 " REDUCER 2 - 8" GATE VALVES 2 - 12" GATE VALVES	DRAPER AV & BONAIR PL	N/A	3'	8	WTR	o	N/A	BY CONTRACTOR FURNISH & INSTALL: 1 - 12" X 8" CROSS ( F) 1 - 12"X 8" REDUCER (MJ) 1 - 3' 12" PIPE LT 2 - 8" GATE VALVES (F, MJ), BK, AHD 2 - 12" GATE VALVLES (F, MJ), LT, RT
5	48	379813	N/A	231' - 6" AC 6 - 1" SERVICES		DRAPER AV	231	3'	8	WTR	6	1	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC
5	49				1 - 12" X 12" X 8" TEE 1 - 12"X 8 " REDUCER 1 - 8" GATE VALVES 1 - 12" GATE VALVLE	DRAPER AV & BONAIR ST	N/A	3'	8	WTR	O	N/A	BY CONTRACTOR FURNISH & INSTALL: 1 - 12" × 12" × 13" TEF (F) 1 - 2" × 18" REDUCER (MI) 1 - 3' 12" PIPE LT 1 - 8" GATE VALVES (F, MJ), BK 1 - 12" GATE VALVLES (F, MJ), RT
5	50	379816	7/1/1947	470' - 6" AC 22 - 1" SERVICES		BONAIR ST	470	3'	12	WTR	22	1	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC
5	51		N/A	N/A	1-6"FH	BÓNAIR ST	N/A	3'	8	WTR	0	N/A	BY CONTRACTOR FURNISH & INSTALL: 1 - 12" X 6" TEE (MJ, MJ, F) 1 - 6" (2-PORT) FH ASSEMBLY & MARKER 1 - 12" BILNO FLANCE, AHD
5	52	379809	11/1/1961	358' - 4" AC 16 - 1" SERVICE5		BONAIR PL	358	3'	12	WTR	16	1	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC
5	53	515060	1/1/1985	1-6"FH	1-6"FH	BONAIR PL	N/A	3'	12	WTR			BY CONTRACTOR FURNISH & INSTALL: 1 - 12" X 6" TEE (MJ, MJ, F) 1 - 6" (2-PORT) FH ASSEMBLY & MARKER
5	54	515061	1/1/1961	1 - 2" BLOW OFF	1 - 2" BLOW OFF	BONAIR PL		3'		WTR			BY CONTRACTOR FURNISH & INSTALL: INSTALL 2" BLOW OFF
6	55					ROSEMONT ST	N/A	3'	8	WTR	O	N/A	BY CITY FORCES AND OF CONTRACTOR INSTALL: CUT & PLUG EX 6"AC WTR 3" AND EXISTING FH RECONNECT AFTER MAIN HAS BEEN ACCEPTED
6	56	379795	8/1/1947	672' - 6" AC 28 - 1" 5ERVICES		ROSEMONT ST	672	3'	8	WTR	28	1	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC.
6	57	465068	8/1/1947		1 - 8" GATE VALVE	ROSEMONT ST		3'		<u> </u>			BY CONTRACTOR FURNISH & INSTALL: 1 - 8" GATE VALVES (F,MJ), AHD
6	58				1 - 8" 90° BEND 1 - 8" 11.25° BEND	ROSEMONT ST & DRAPER AV	N/A	3'	8	WTR	o	N/A	BY CONTRACTOR FURNISH & INSTALL: 1 - 8" 90" BEND 1 - 8" 11.25" BEND
6	59	379737, 379791	N/A	274' - 6" AC		DRAPER AV	274	3'	8	WTR	o	N/A	BY CONTRACTOR FURNISH & INSTALL: REPLACE IN PLACE WITH PVC

# APPENDIX "H"

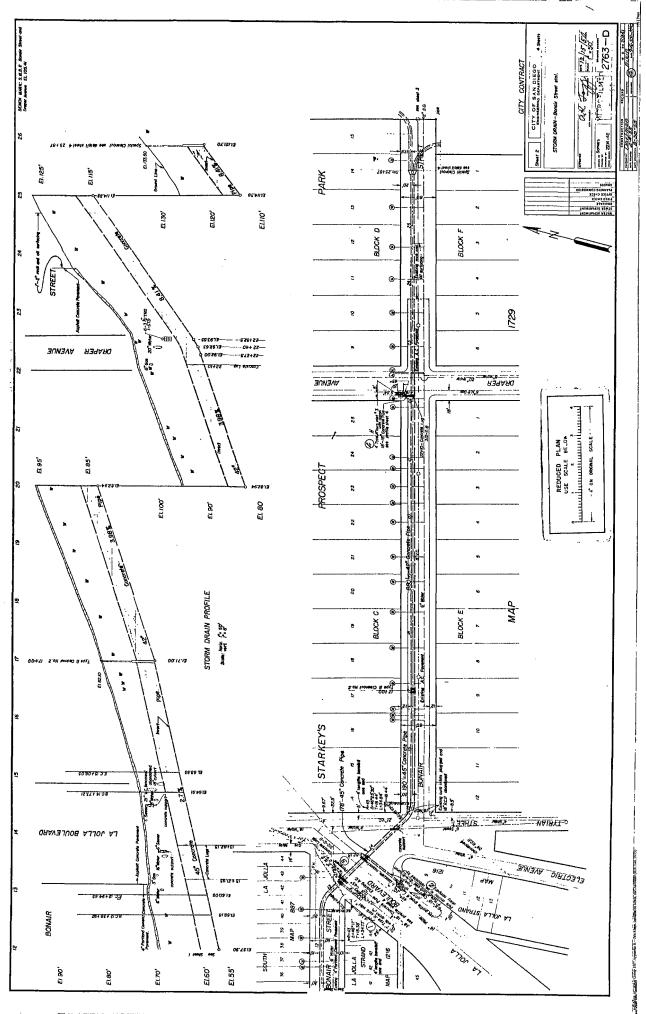
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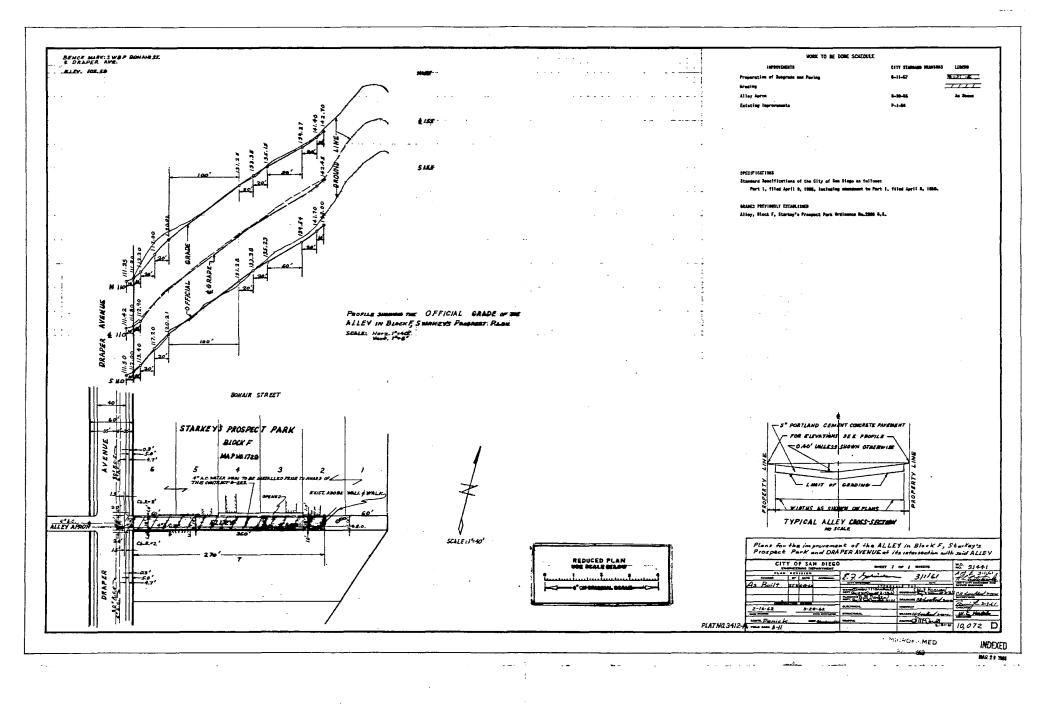
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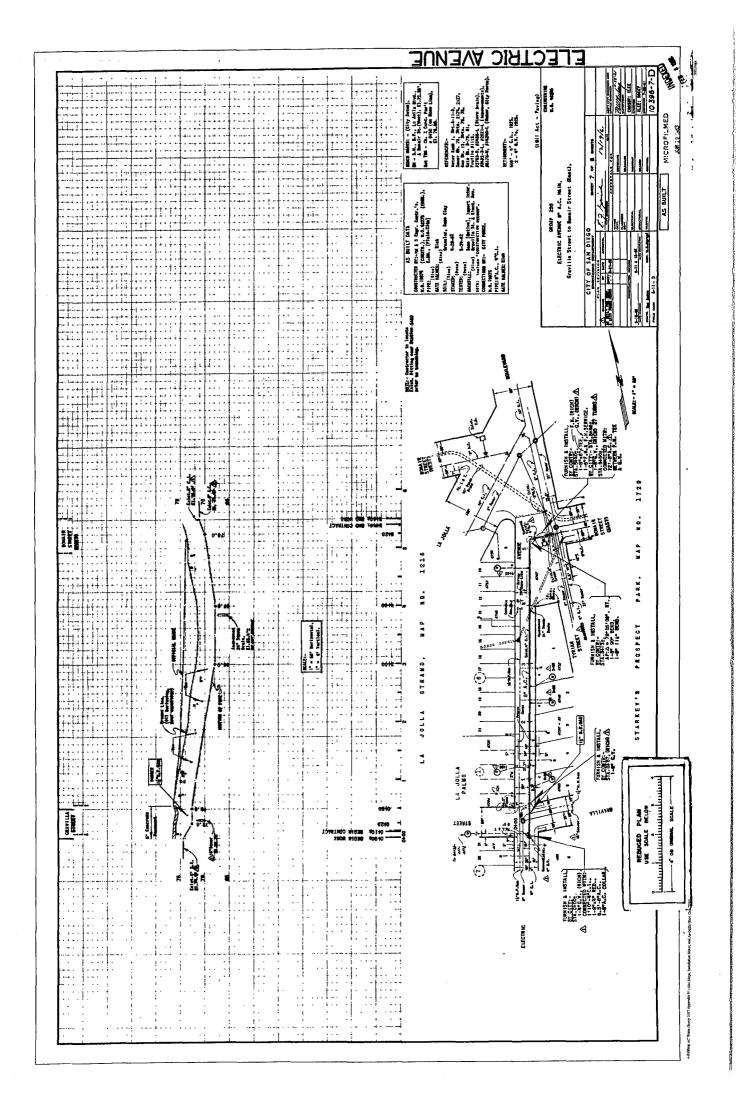


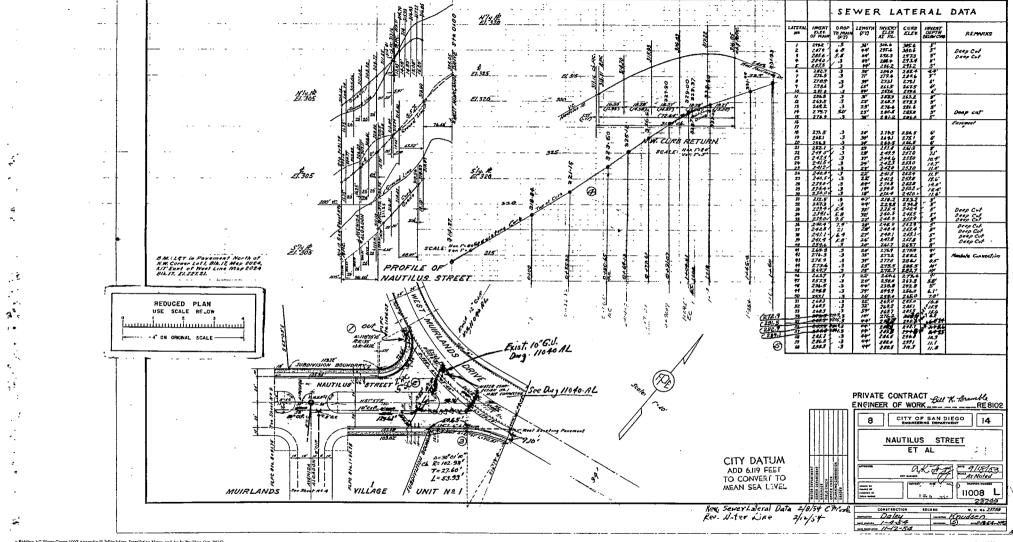
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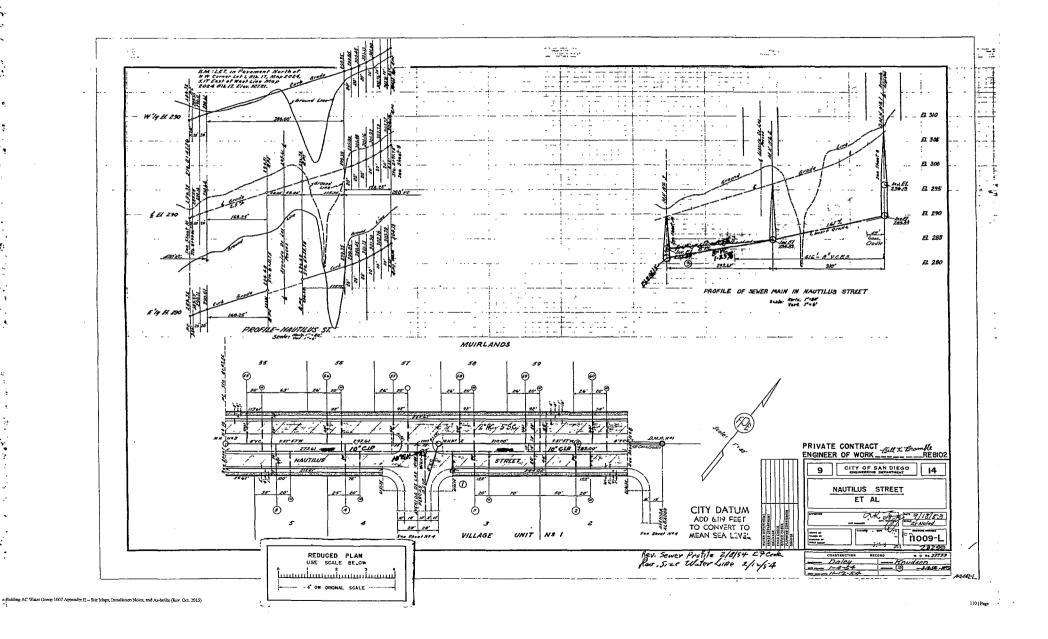


e-Bidding AC Water Group 1007 Appendix H = Site Maps, Installation Notes, and As-builts (Rev. Oct. 2015)

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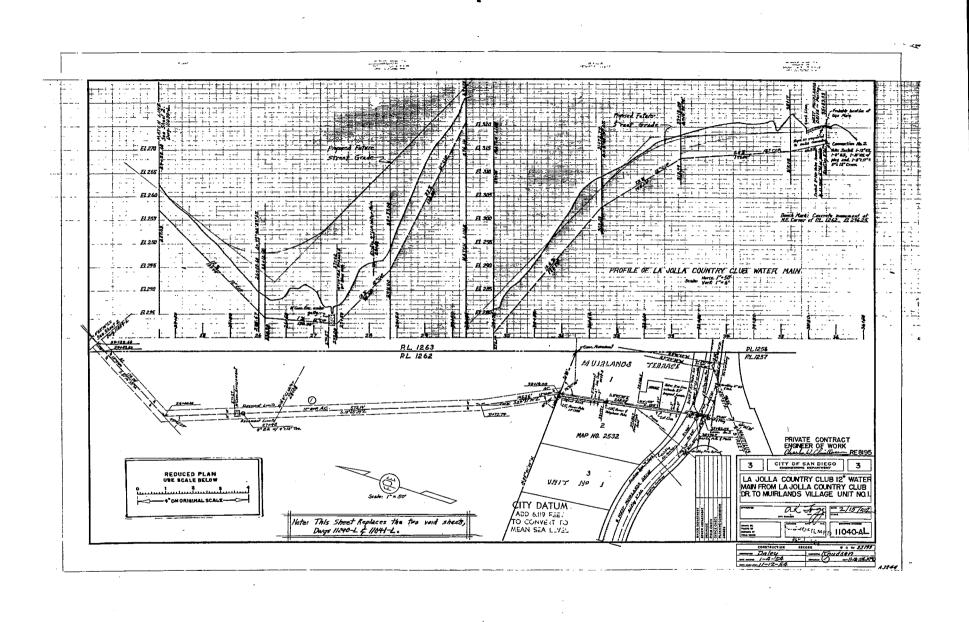
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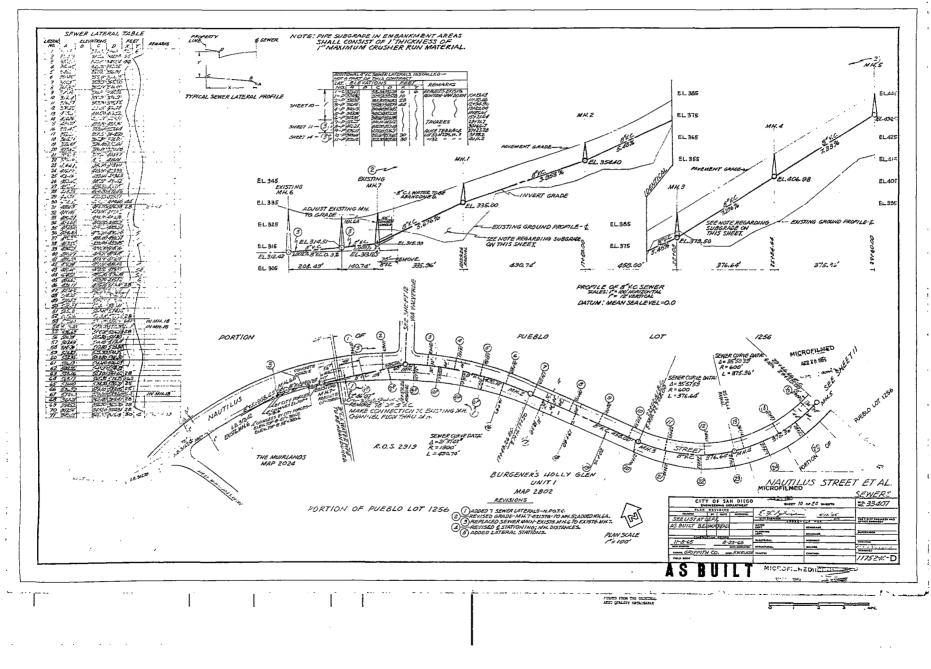
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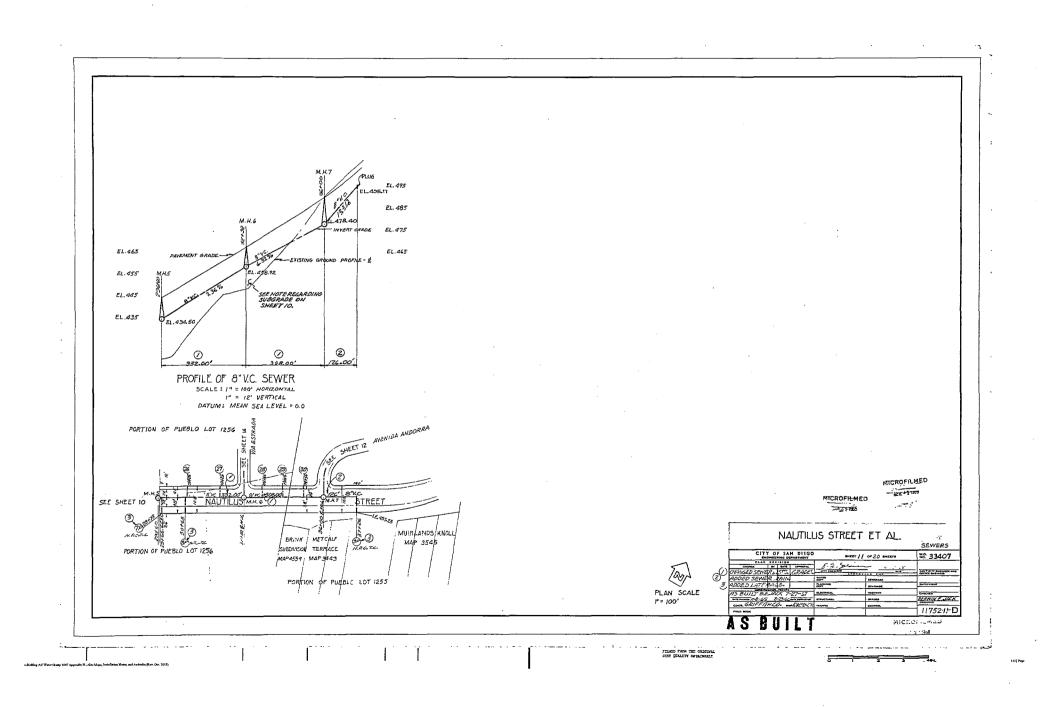


e-Bidding, AC Water Group 1007 Appendix H - Site Maps, Installation Notes, and As-builts (Rev. Oct. 2015)

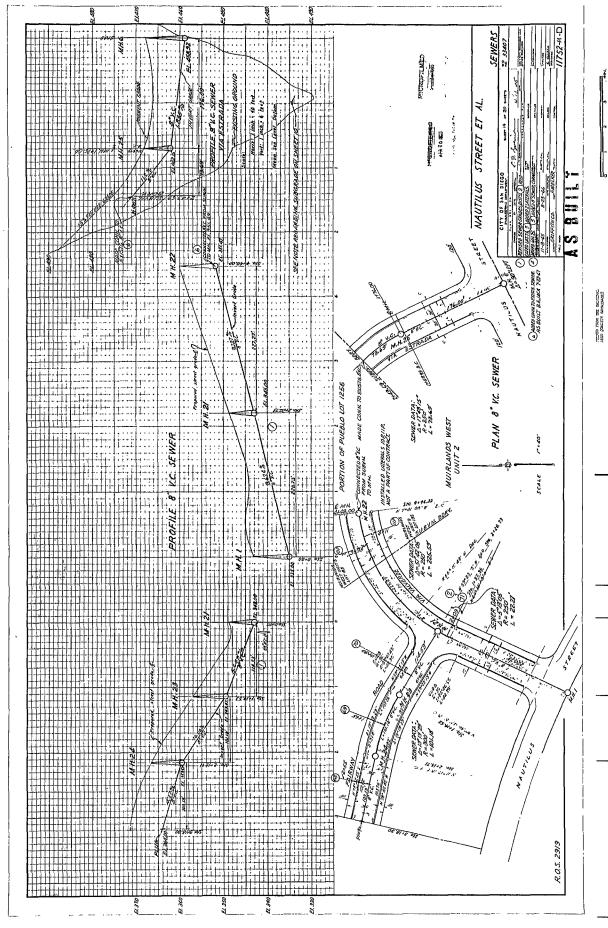
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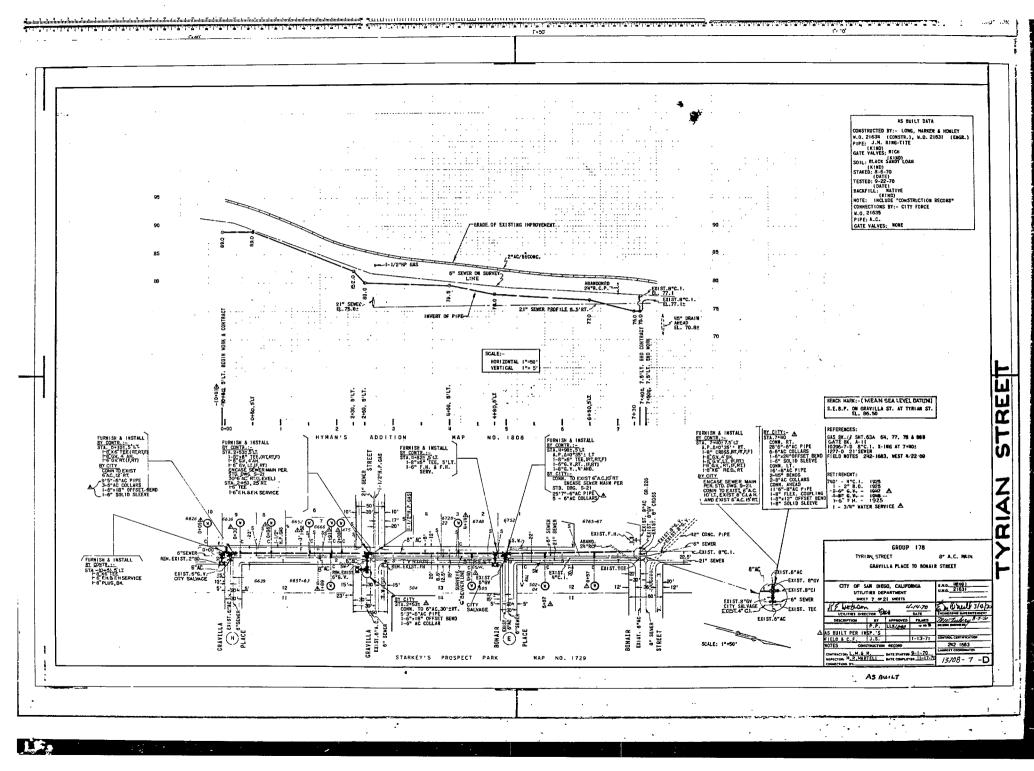


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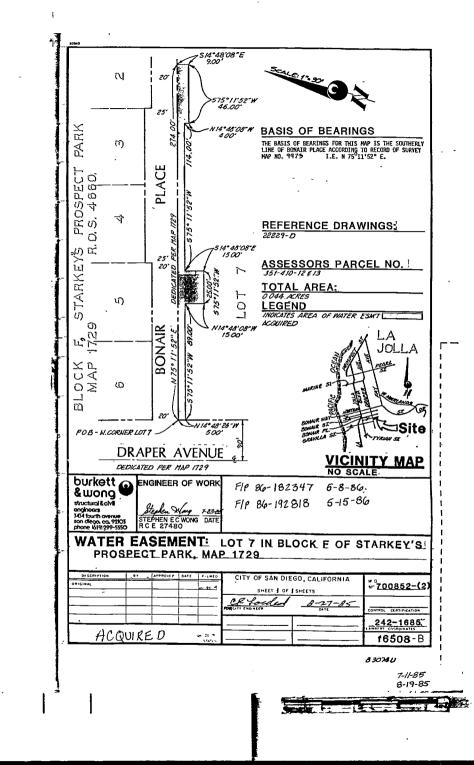


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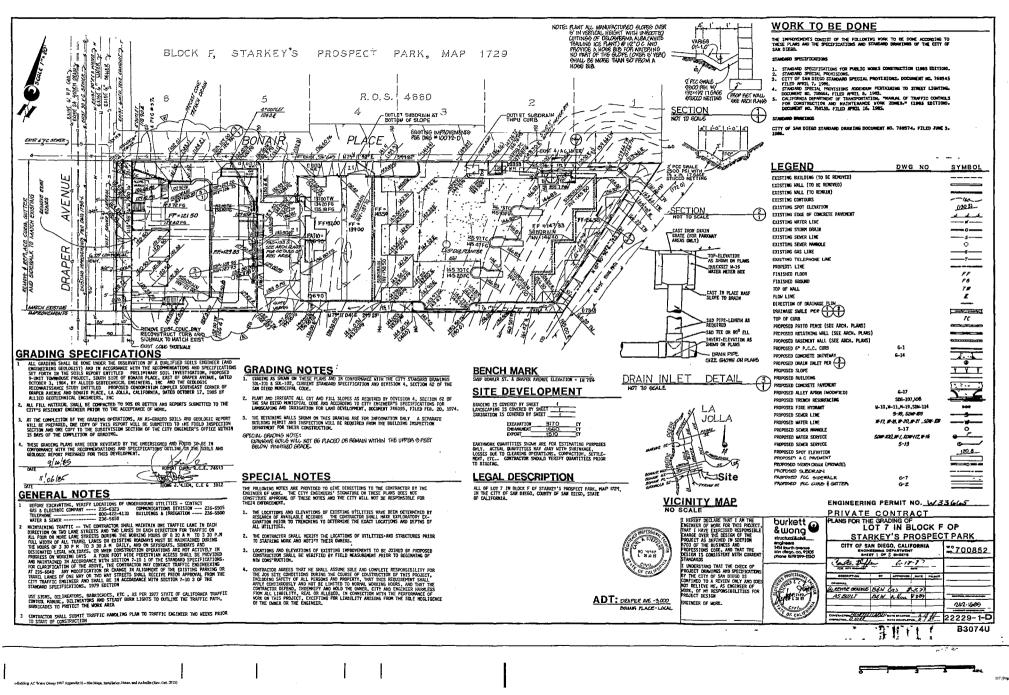


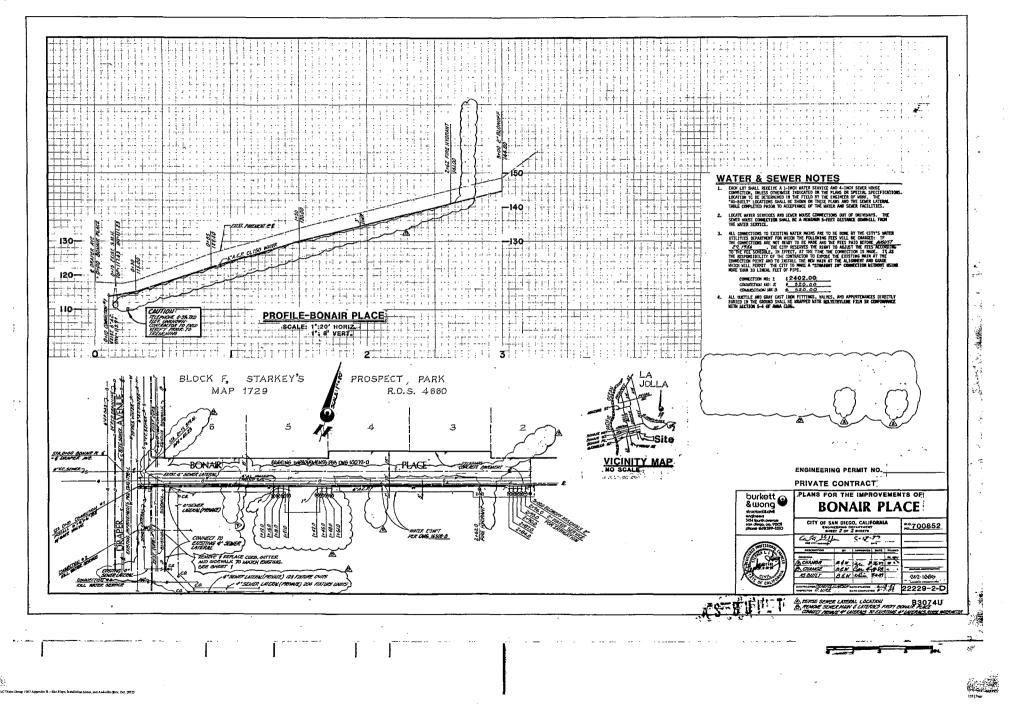


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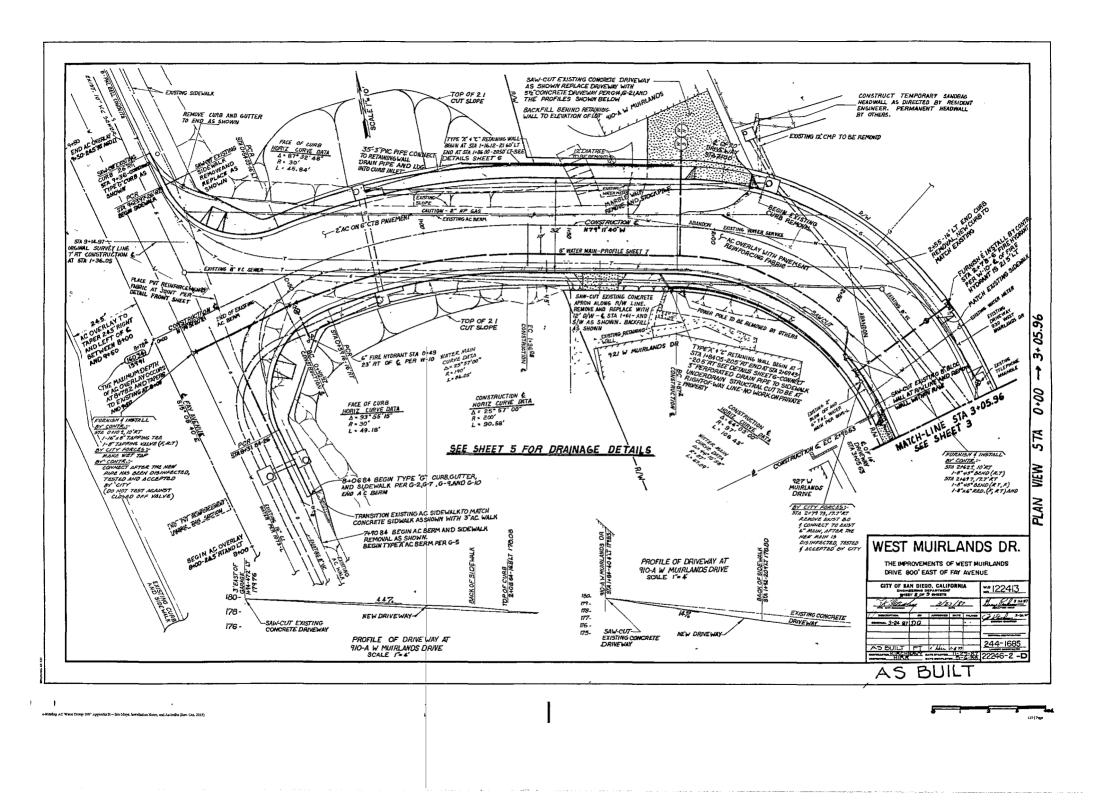


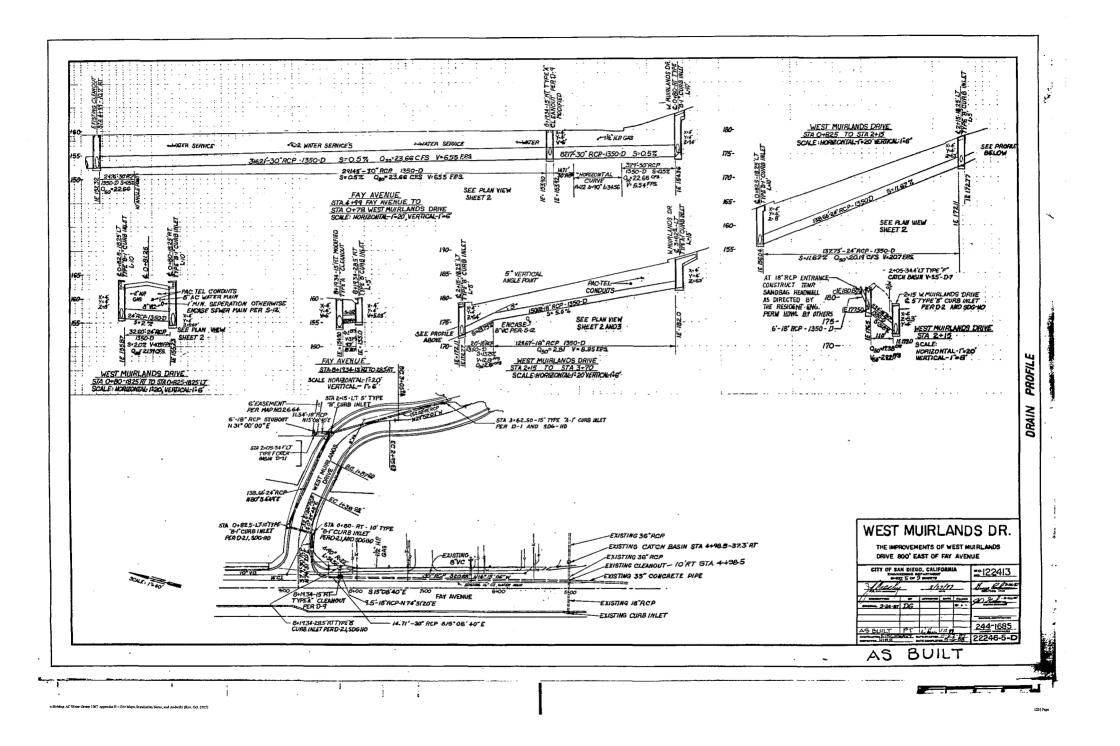
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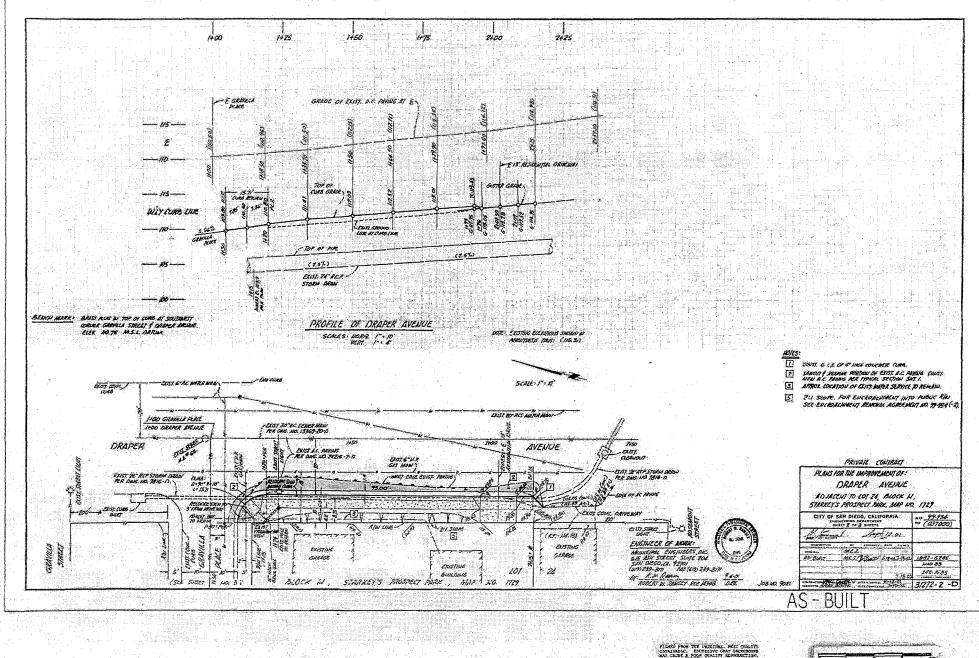




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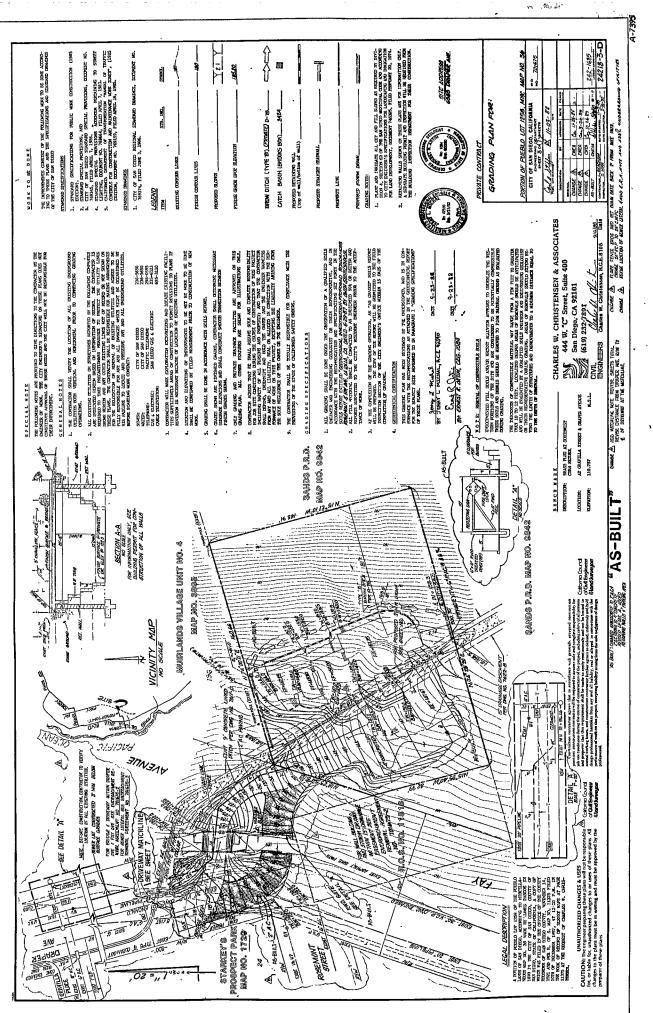






e-Bidding AC Water Group 1007 Appendix H - Site Maps, Installation Notes, and As-builts (Rev. Oct. 2015)



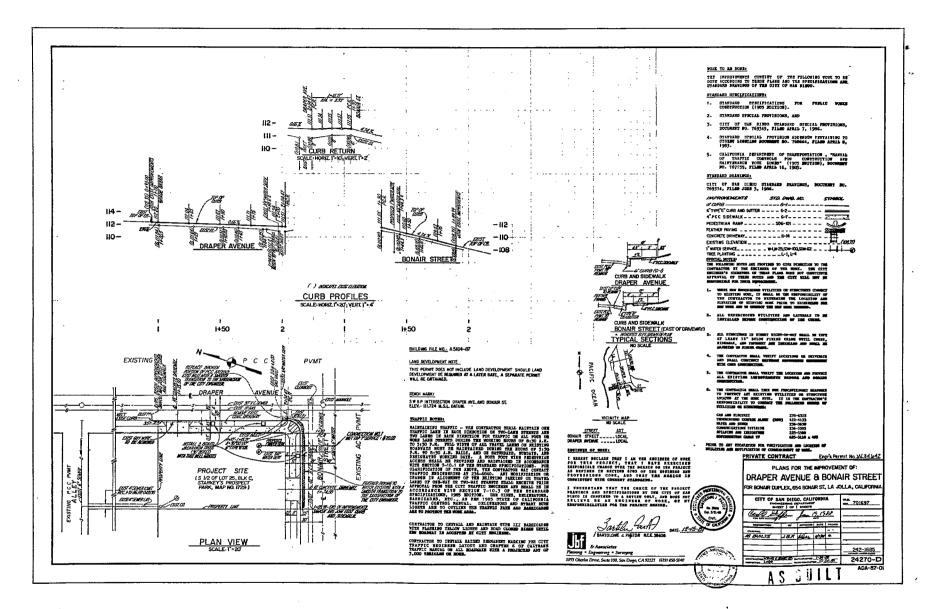


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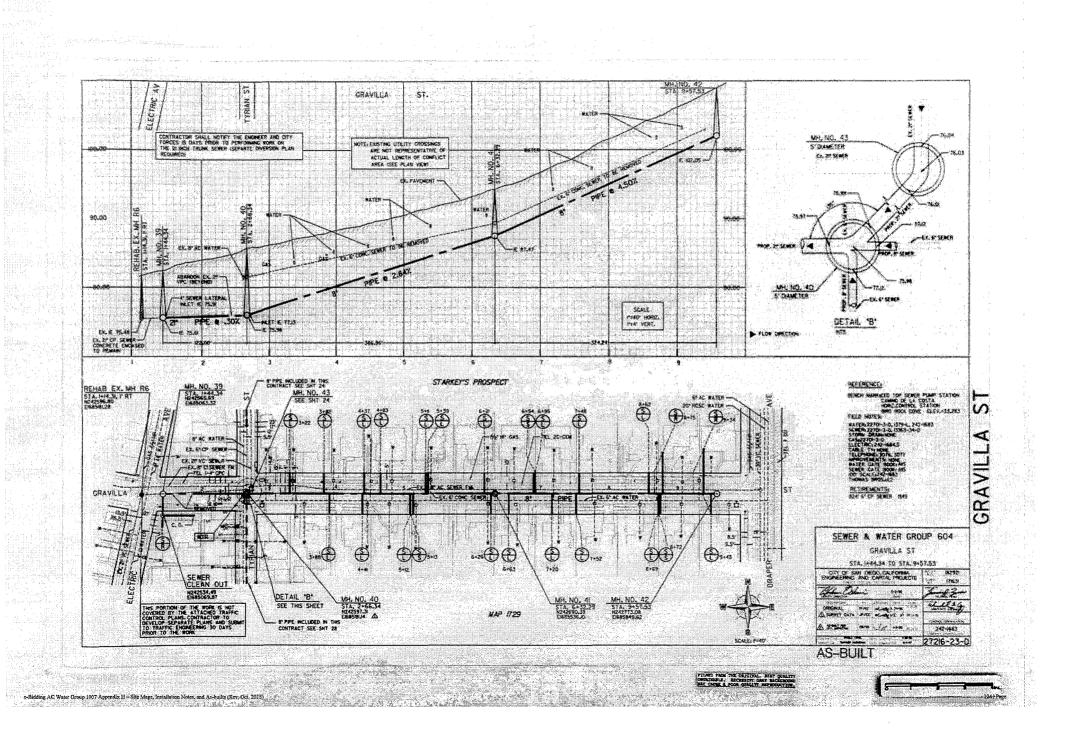
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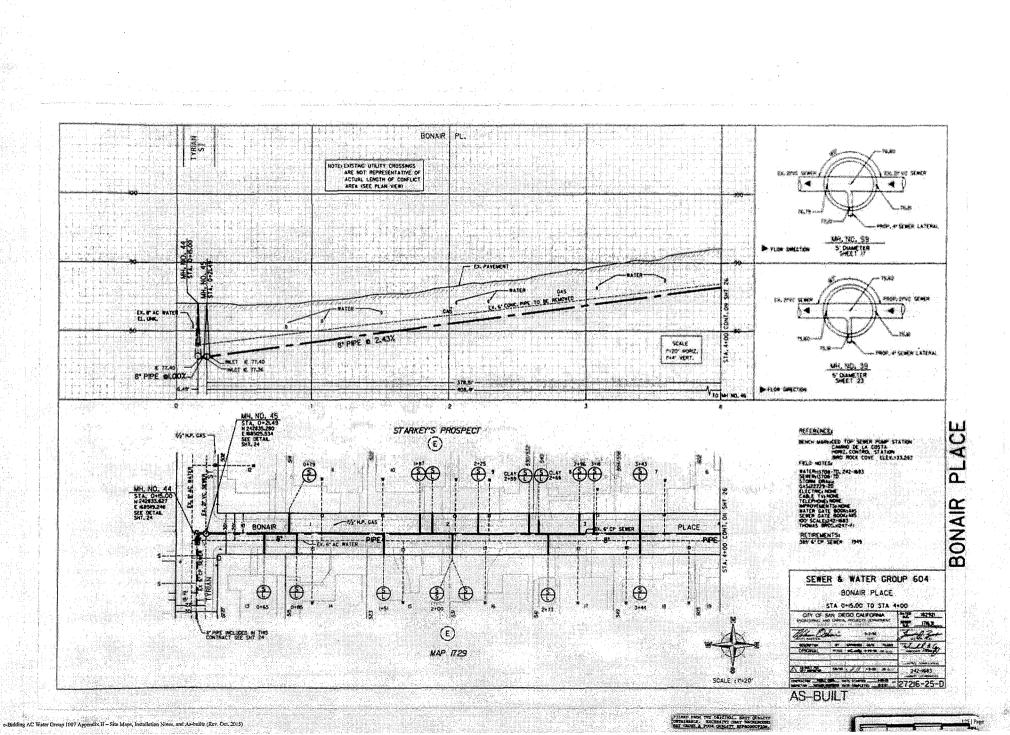
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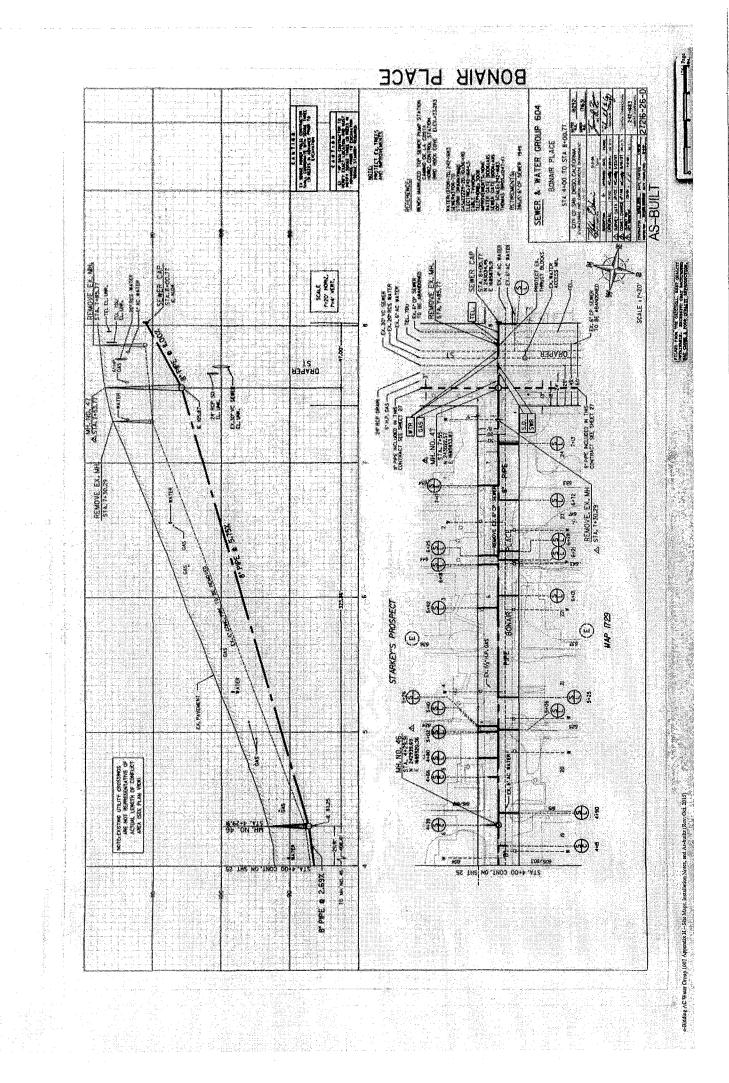
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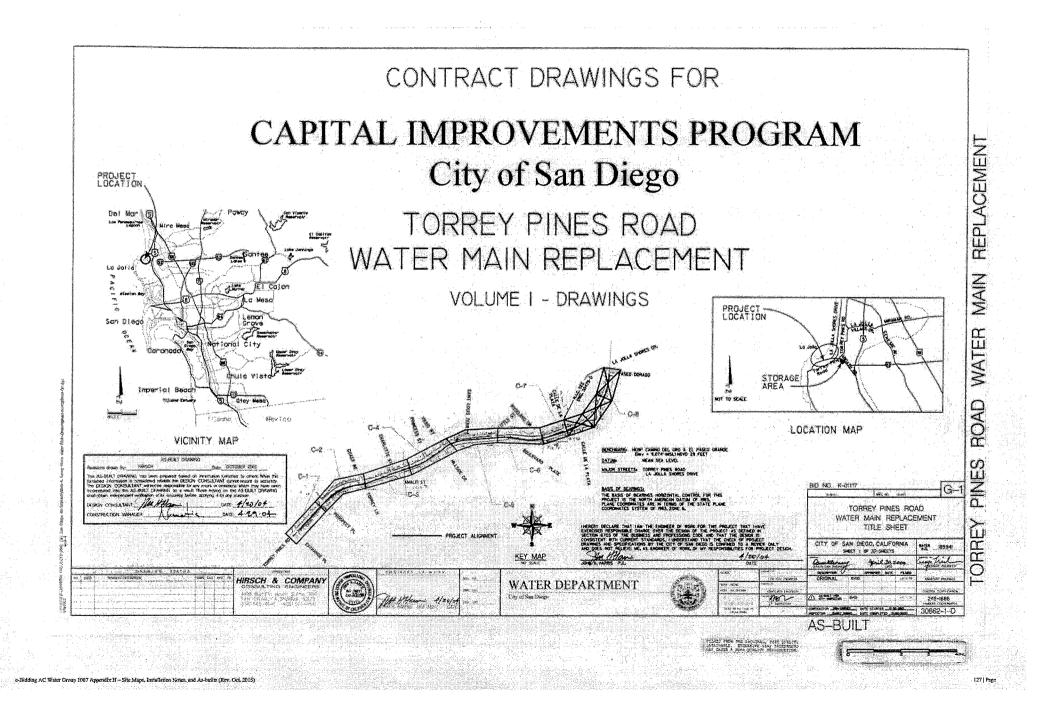
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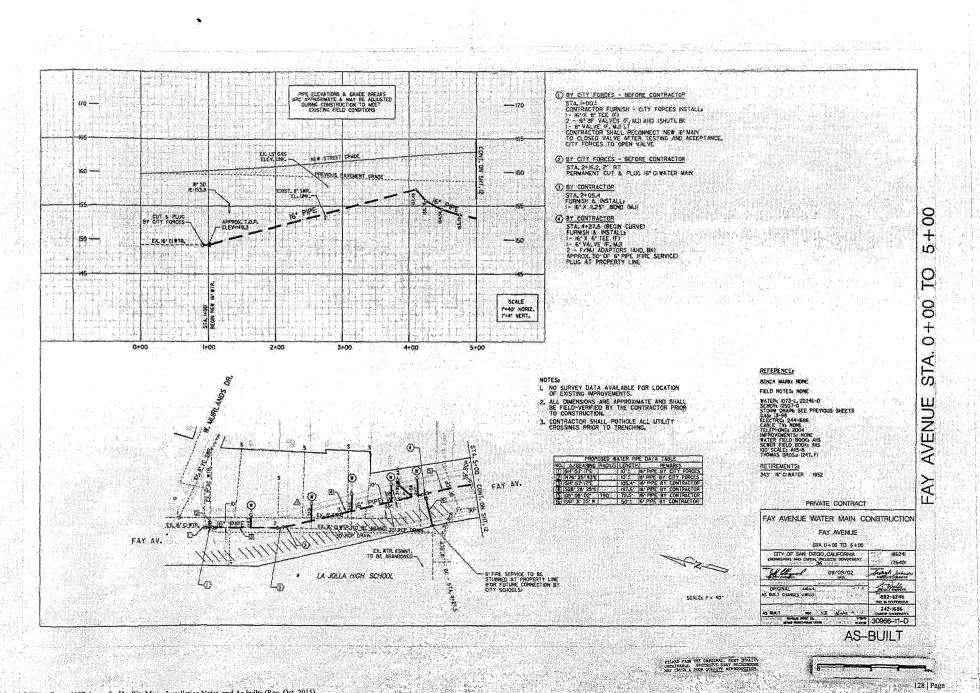




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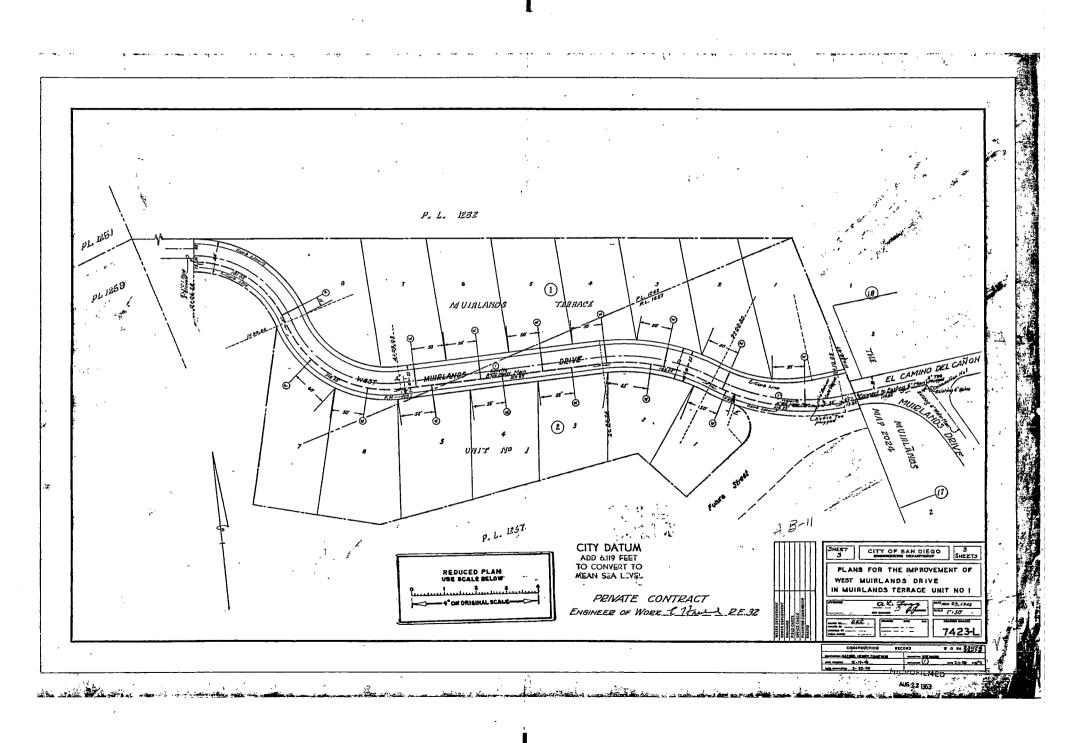




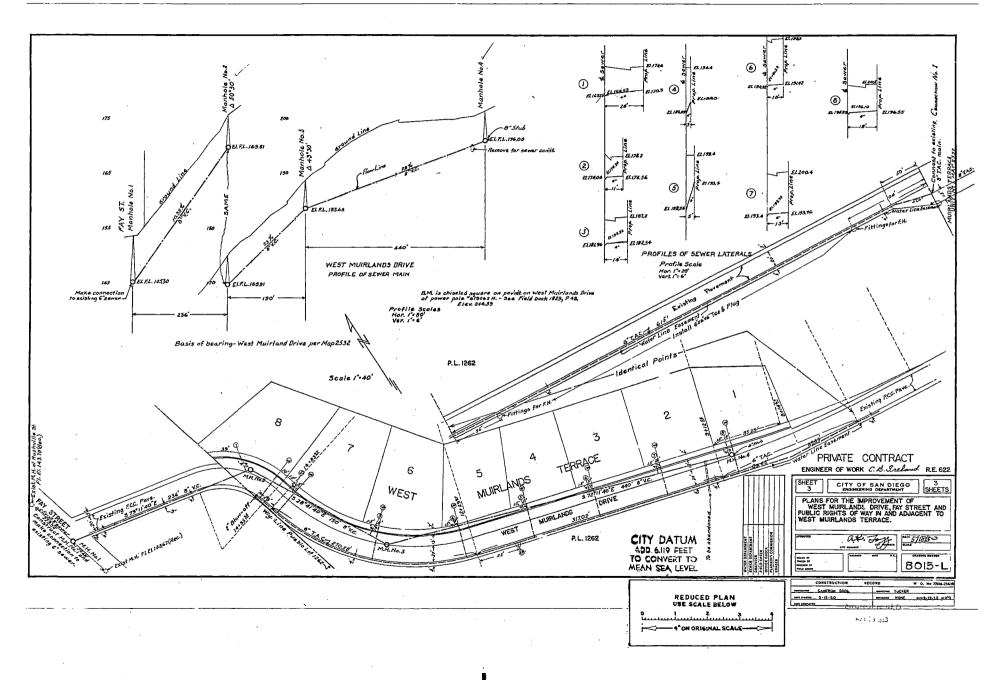
e-Bidding AC Water Group 1007 Appendix H - Sife Maps, Installation Notes, and As-builts (Rev. Oct. 2015)

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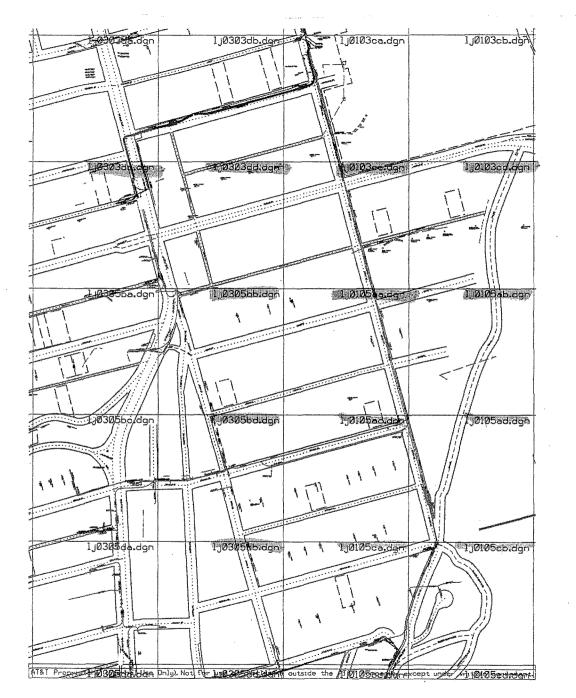
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e-Bidding AC Water Group 1007 Appendix H - Site Maps, Installation Notes, and As-builts (Rev. Oct. 2015)

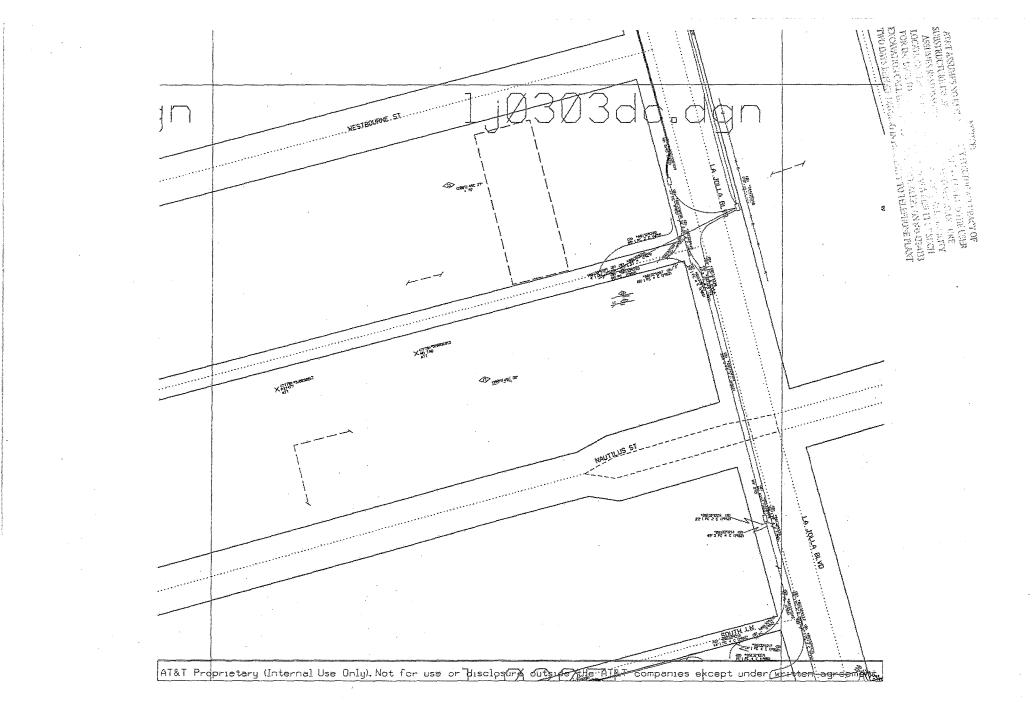


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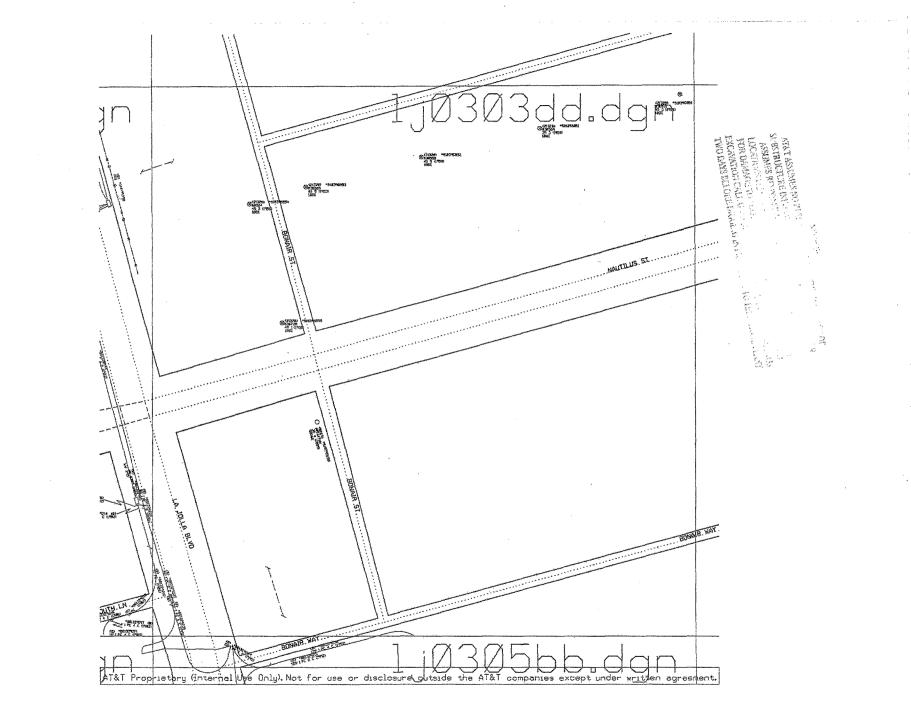


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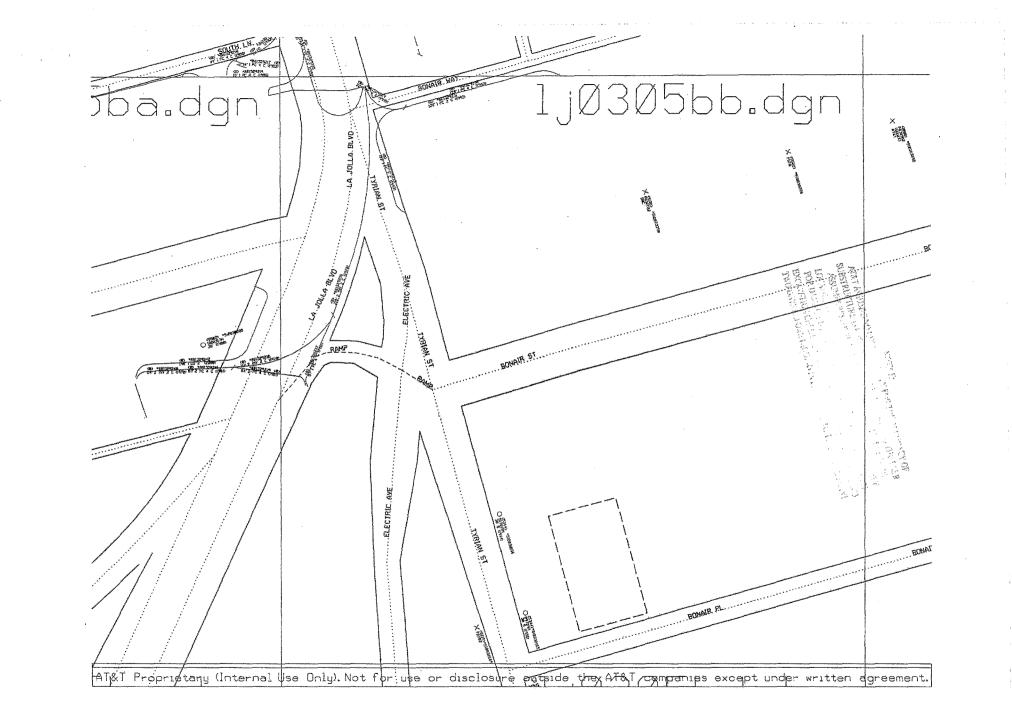
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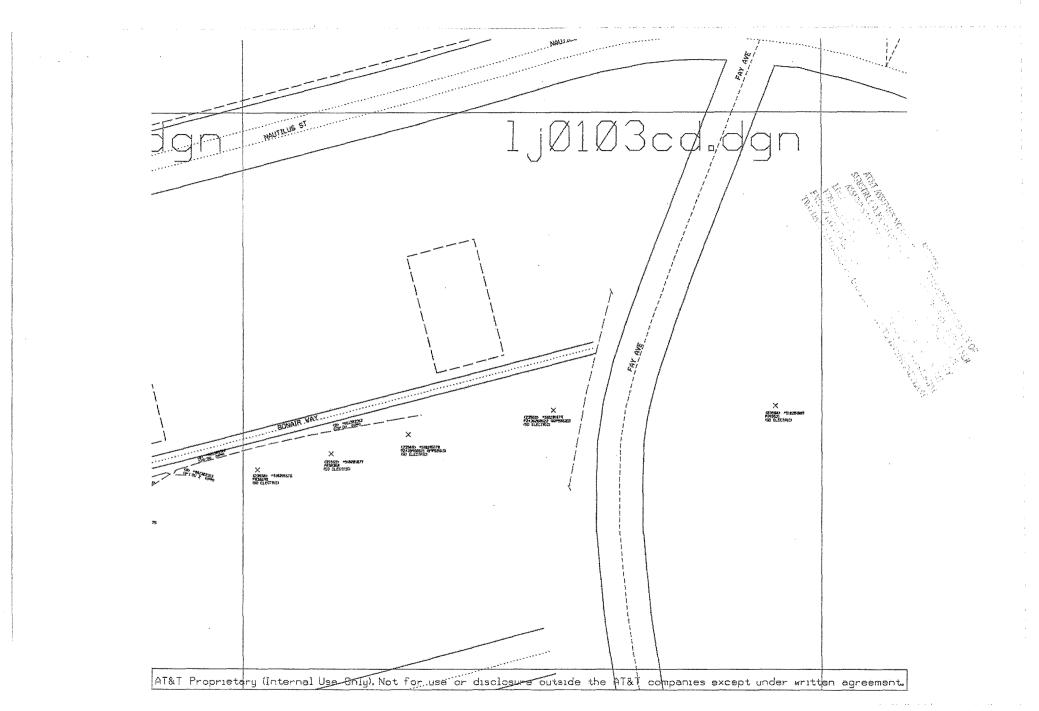


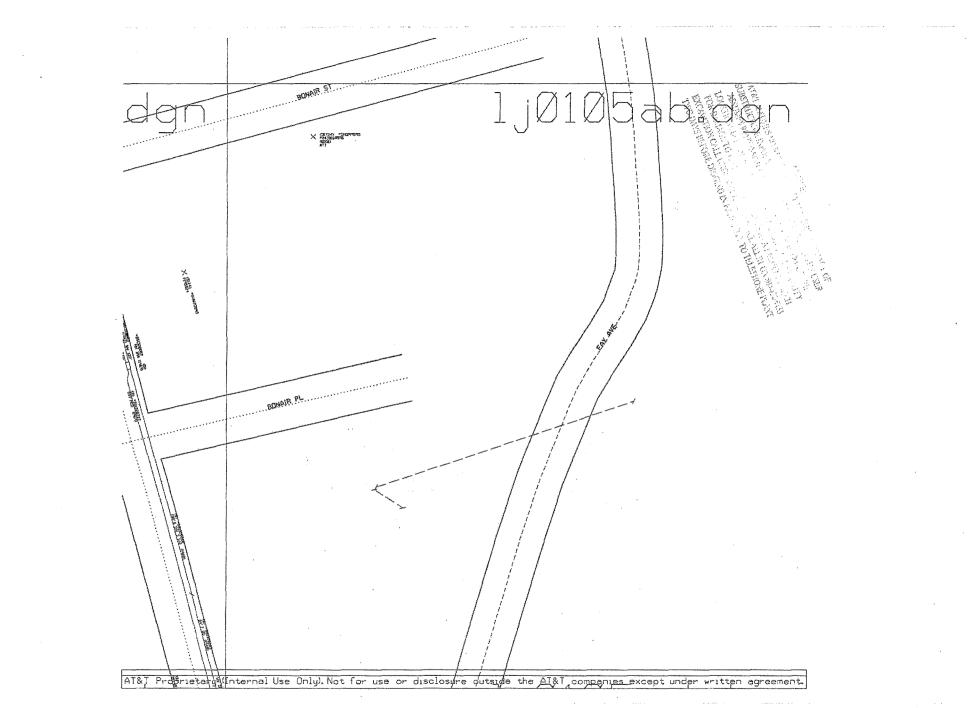




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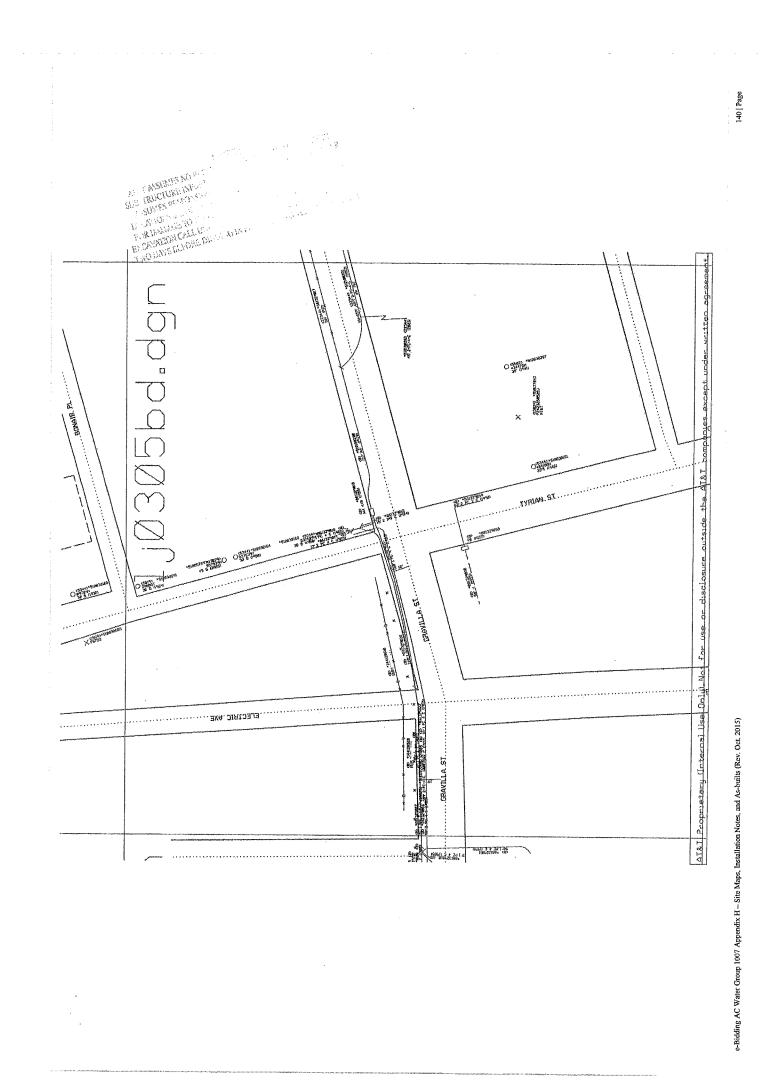
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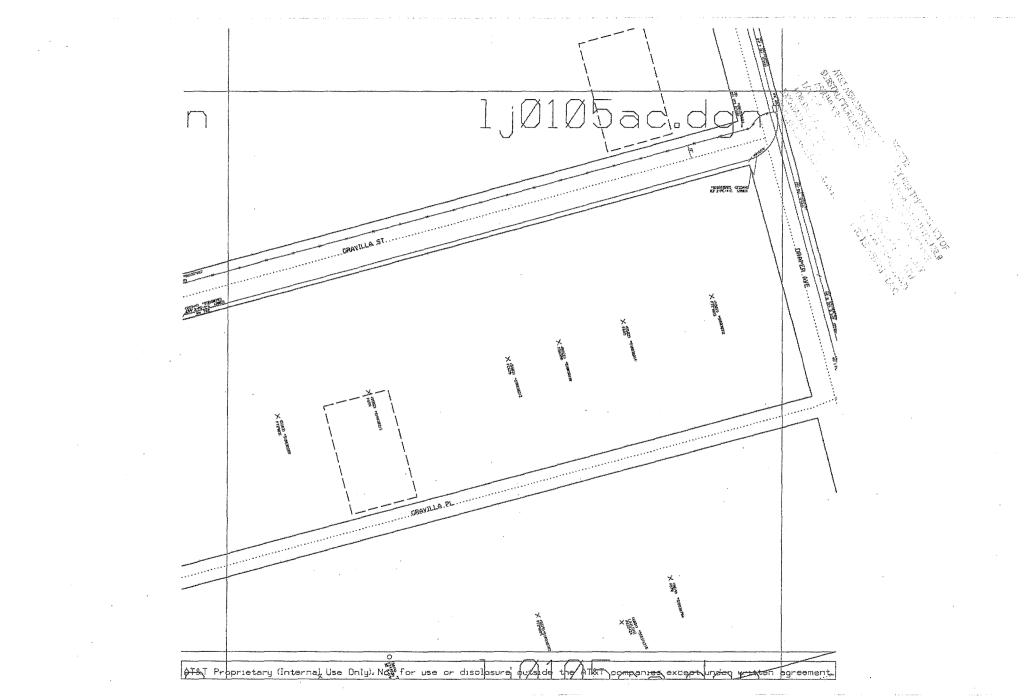


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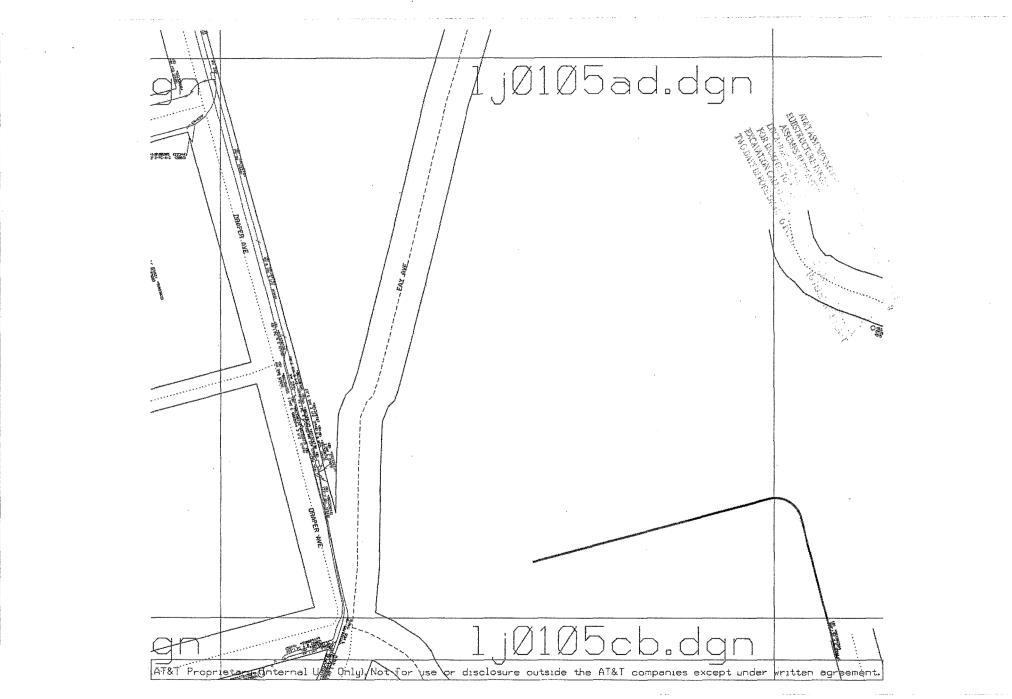
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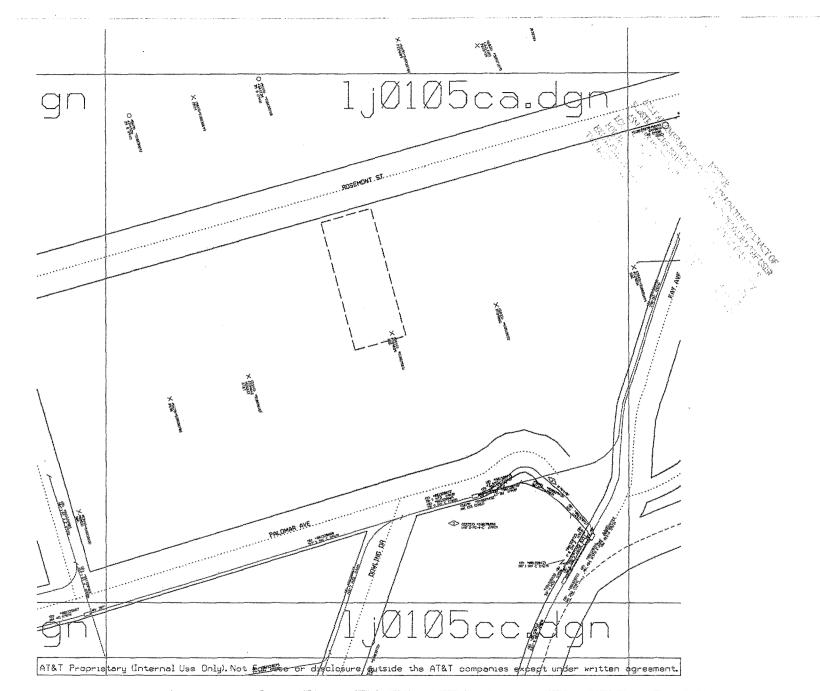


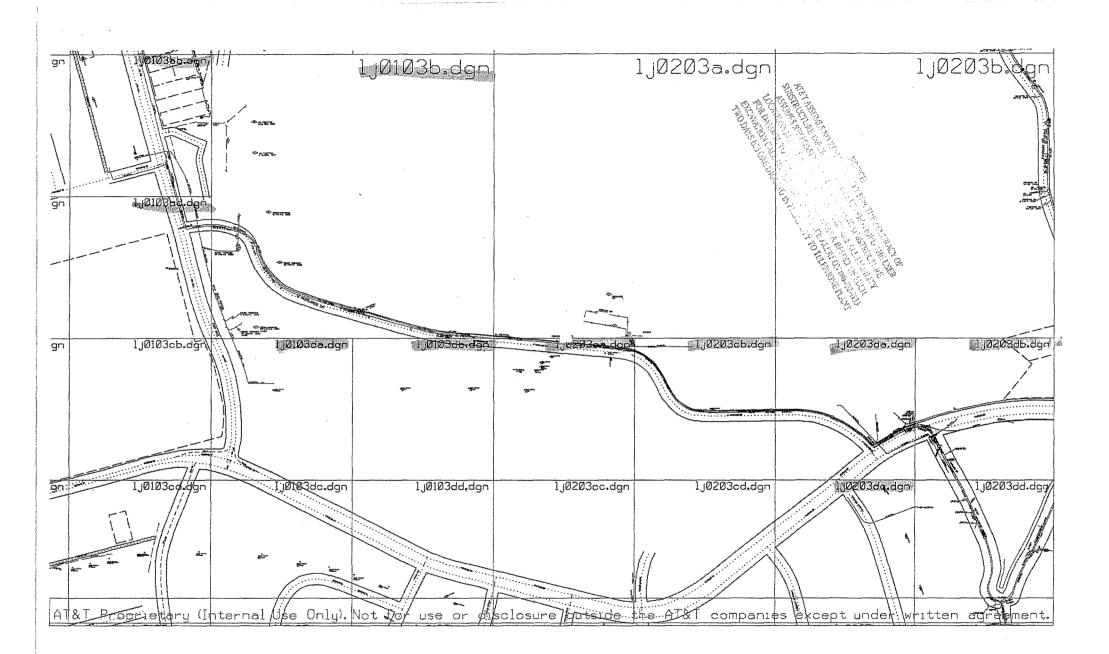
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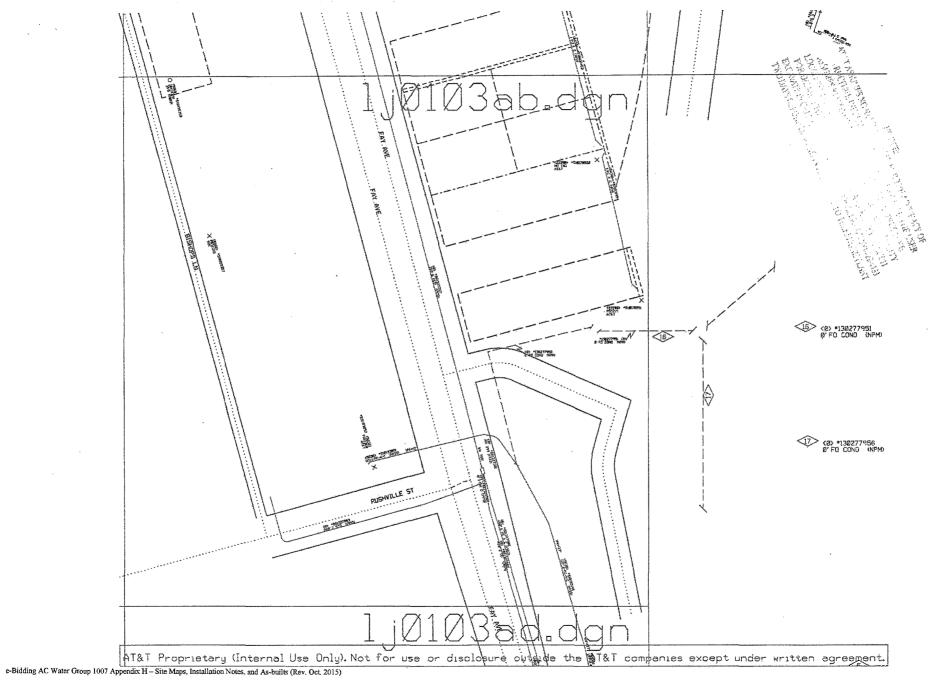


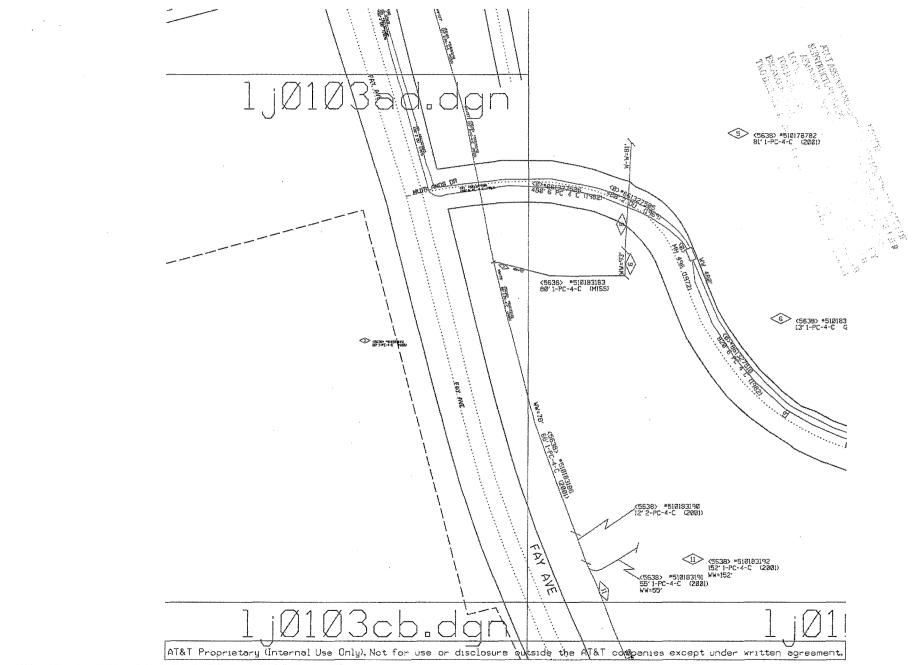
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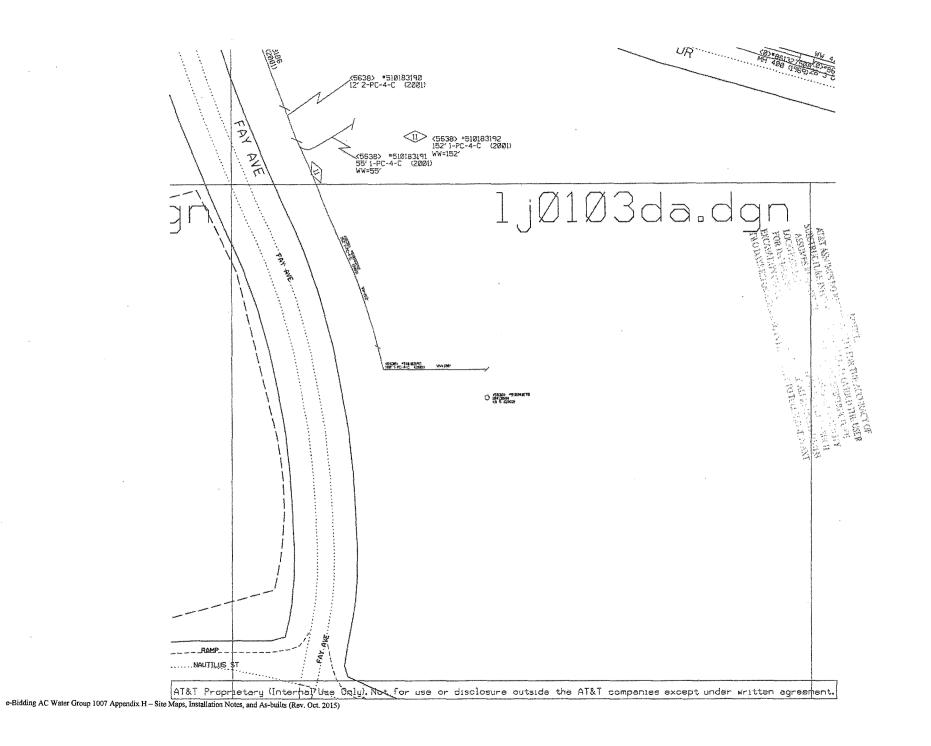


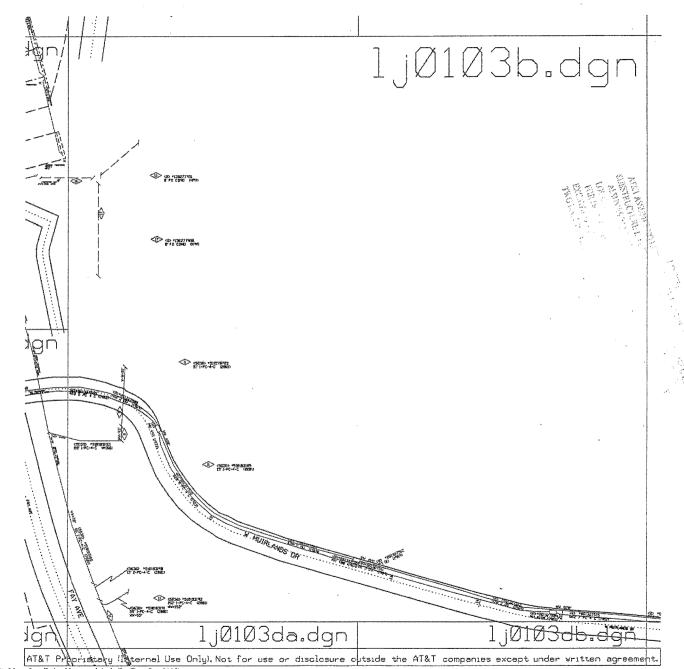


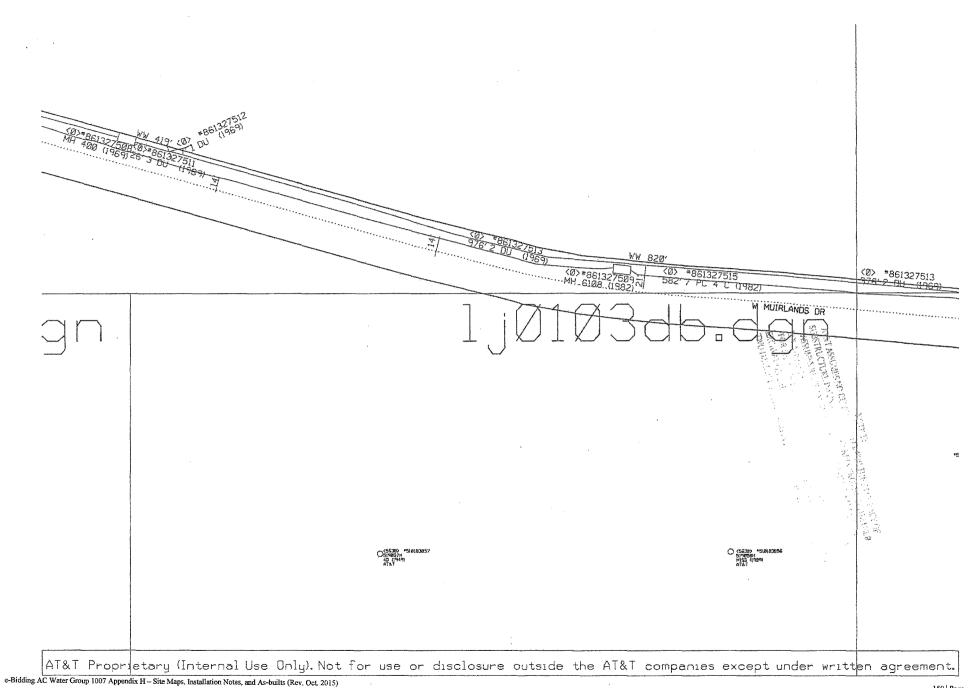
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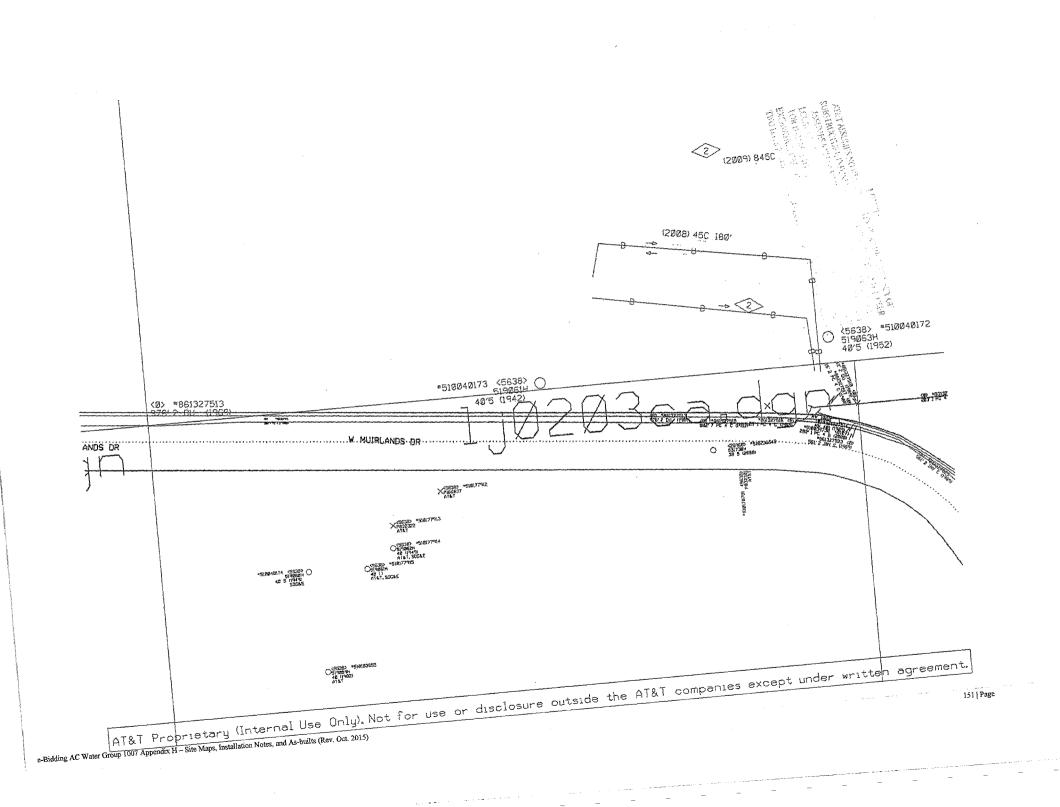
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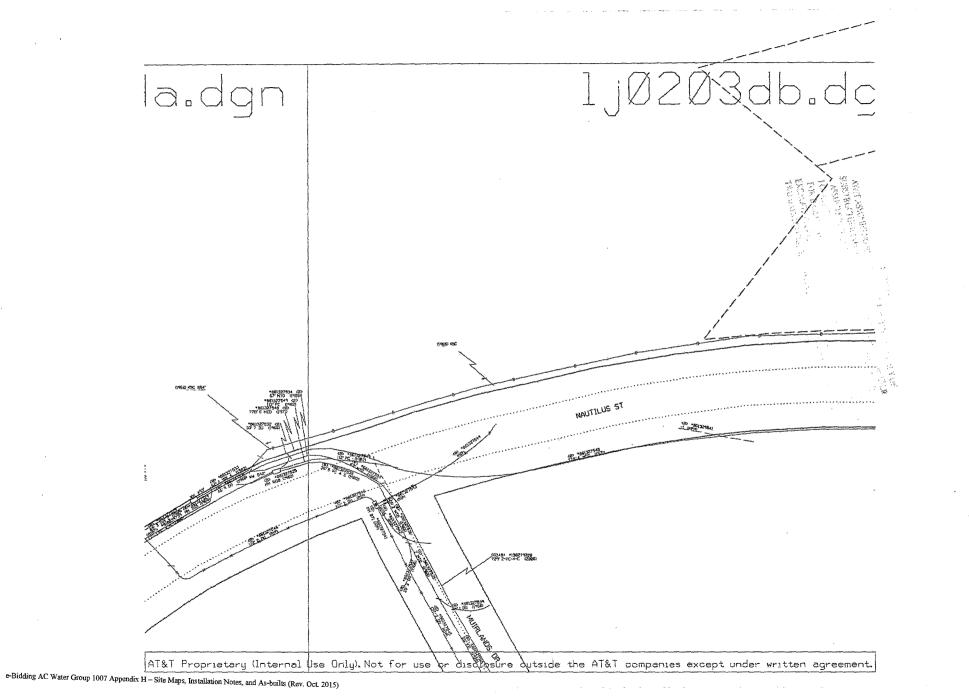
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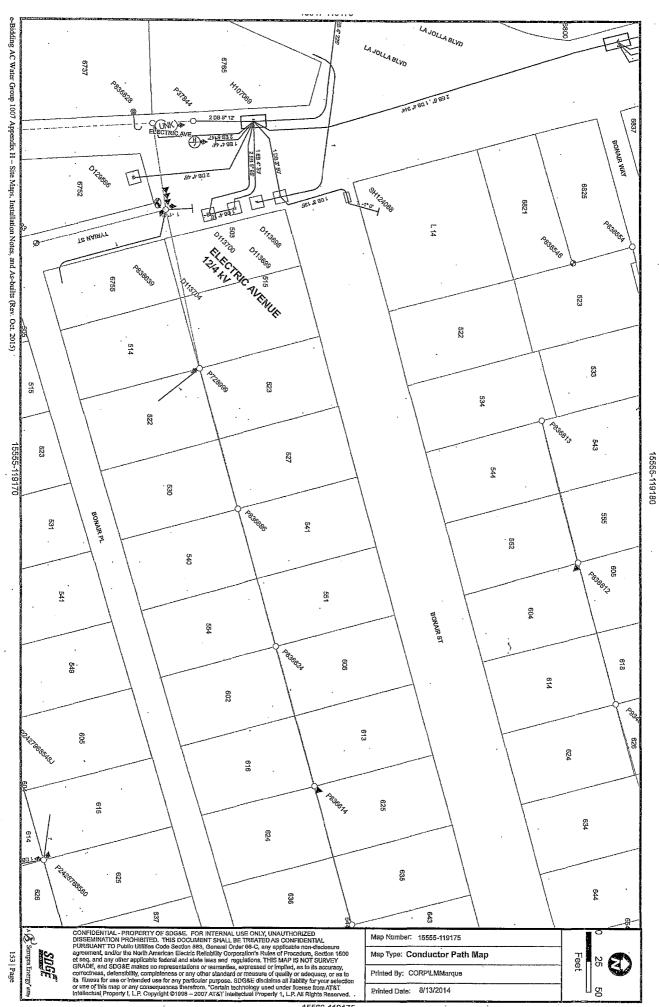




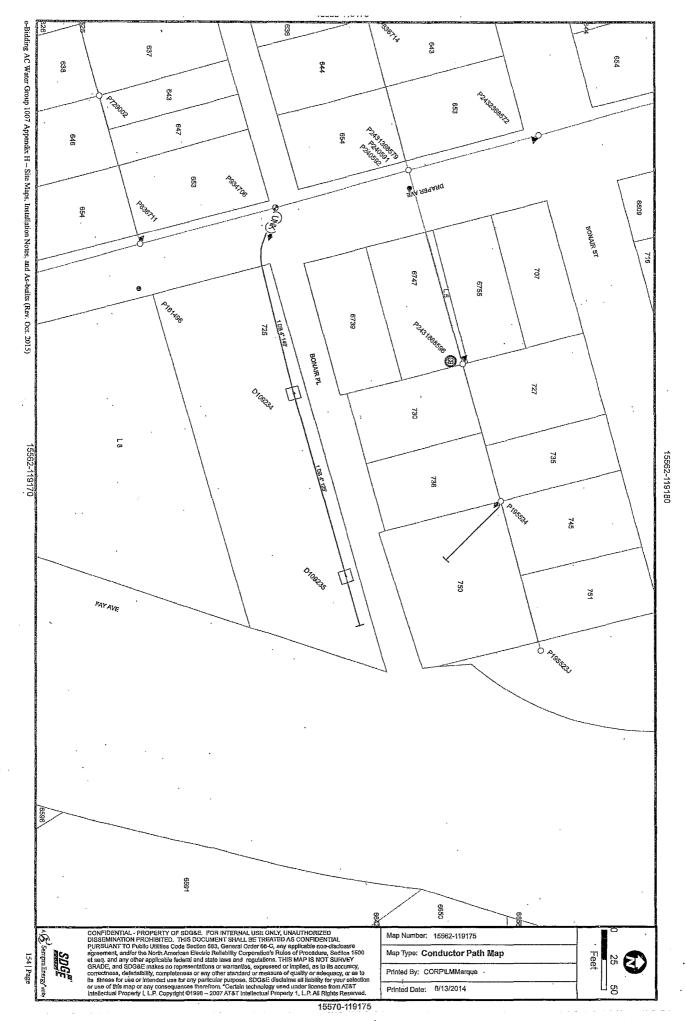


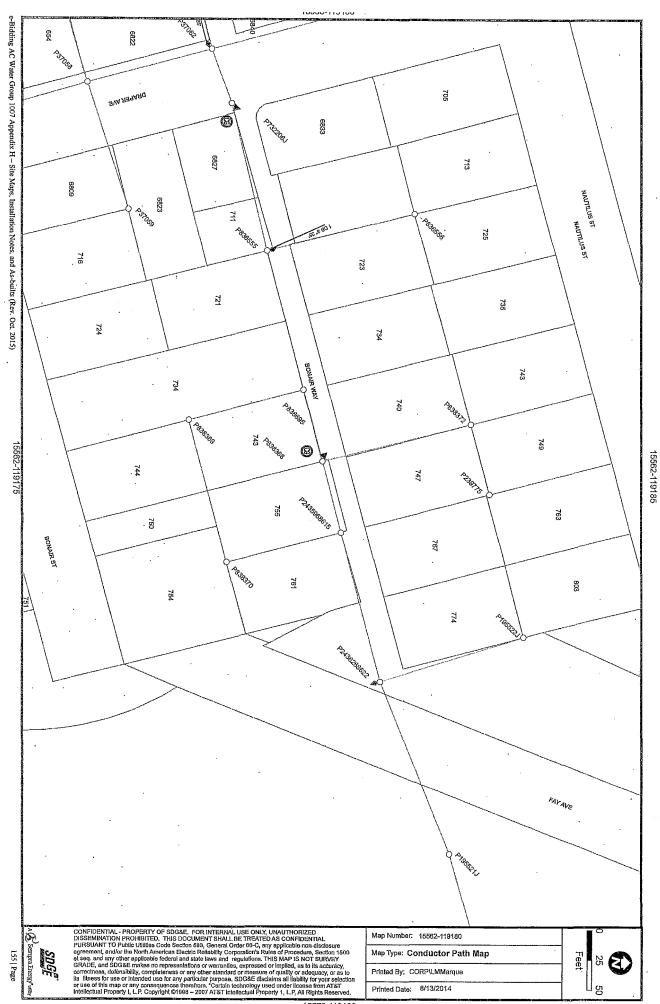






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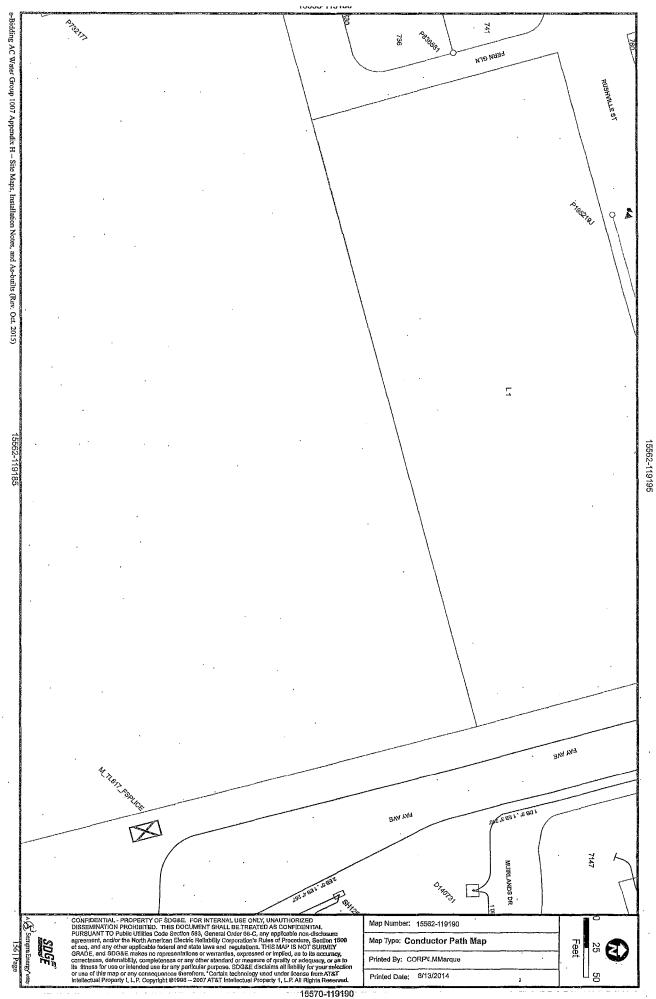
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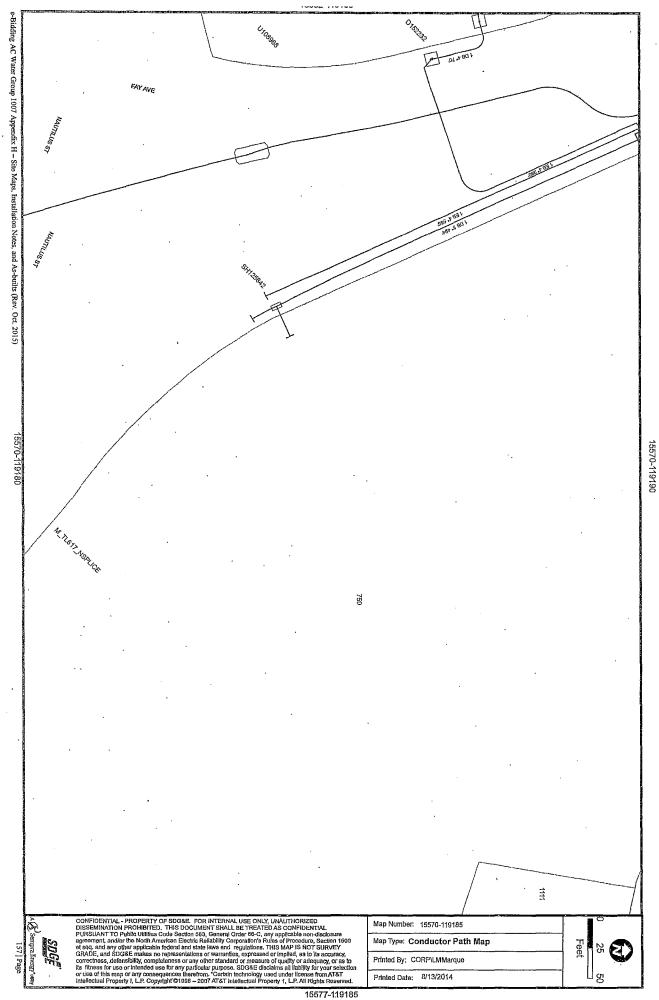


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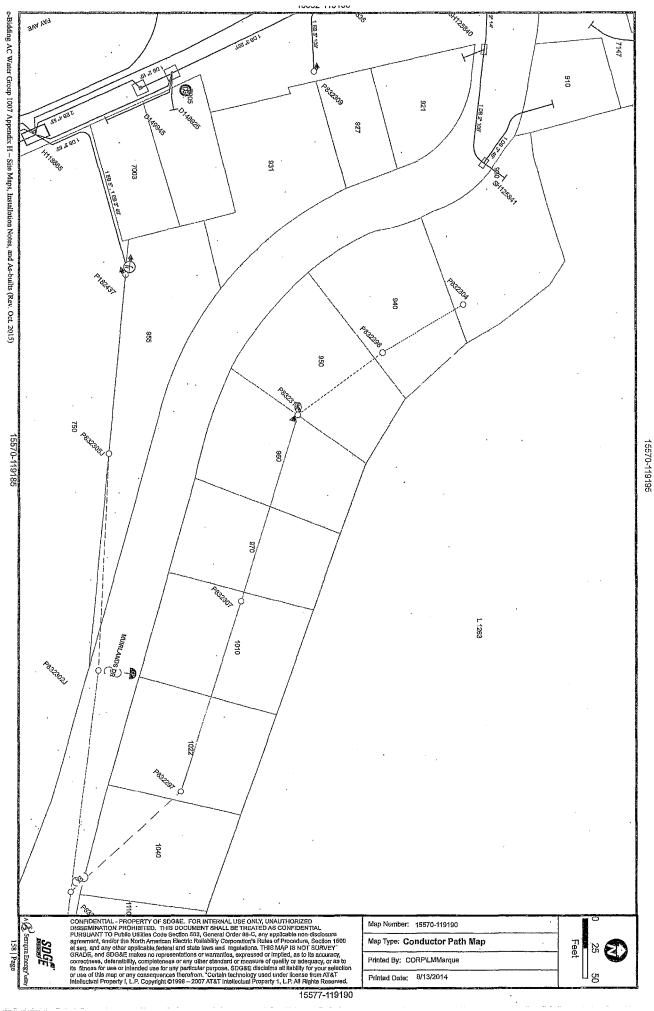
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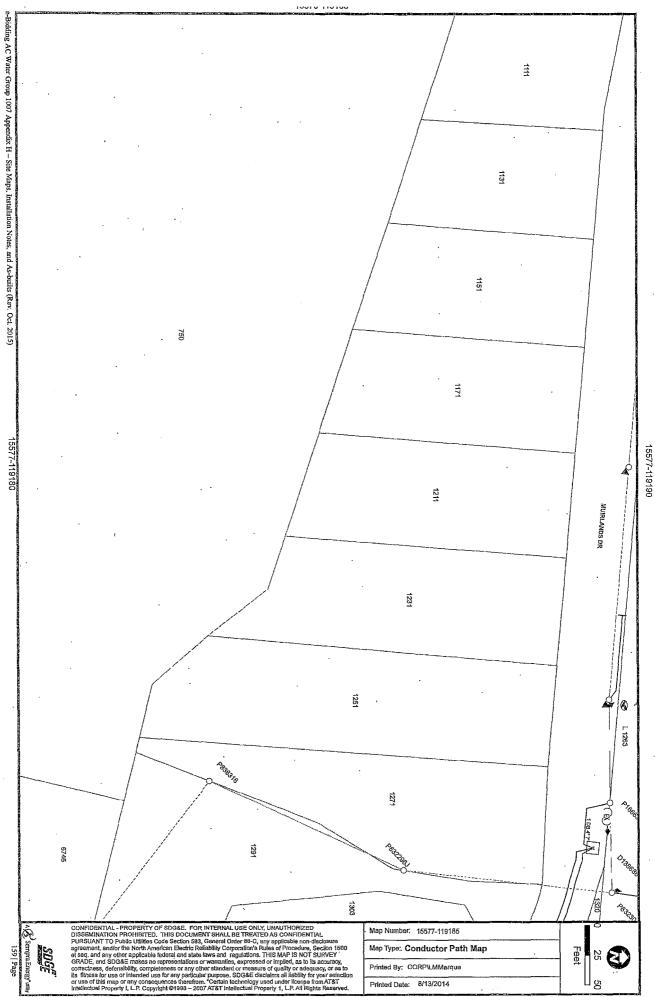
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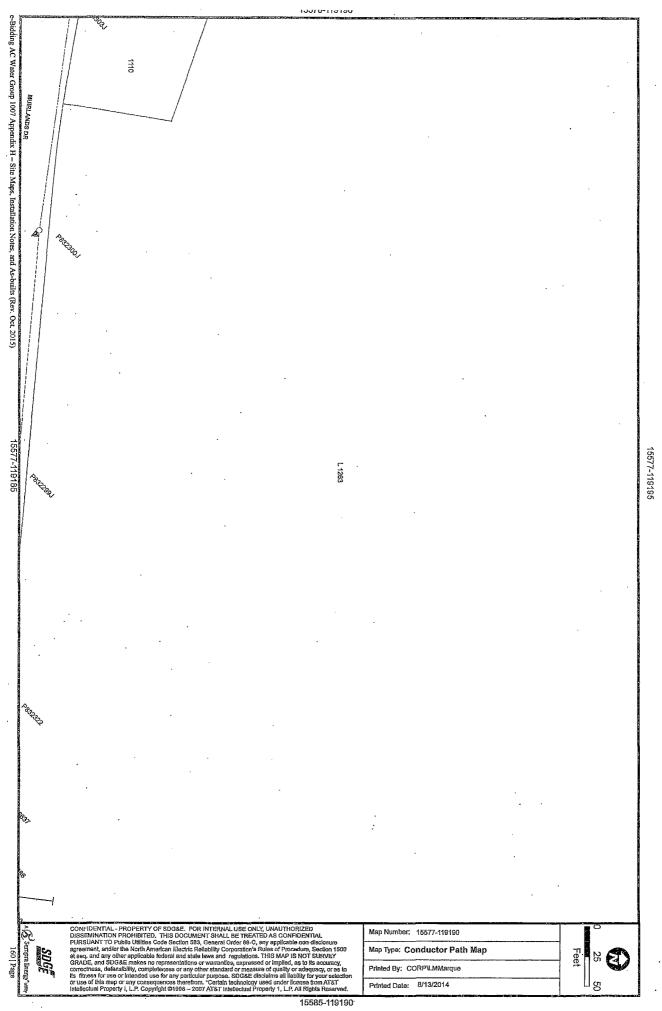




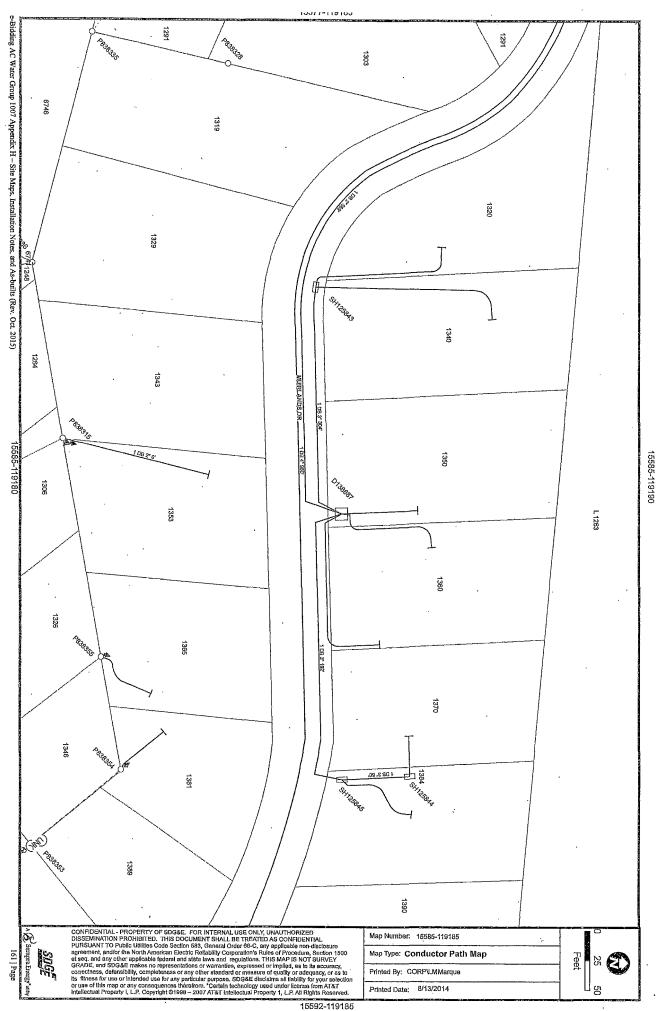


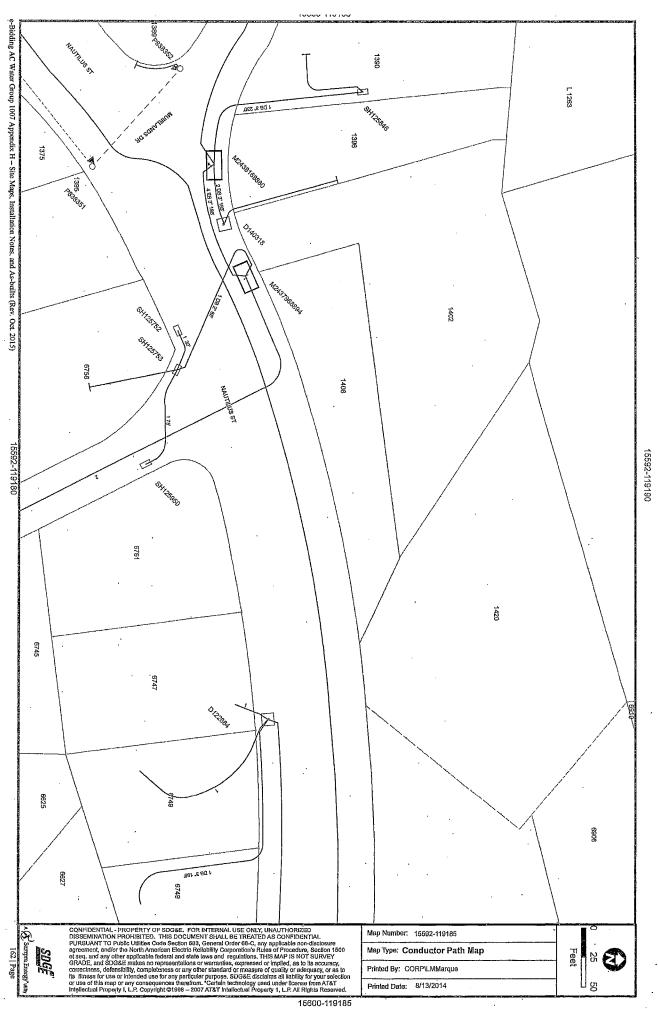
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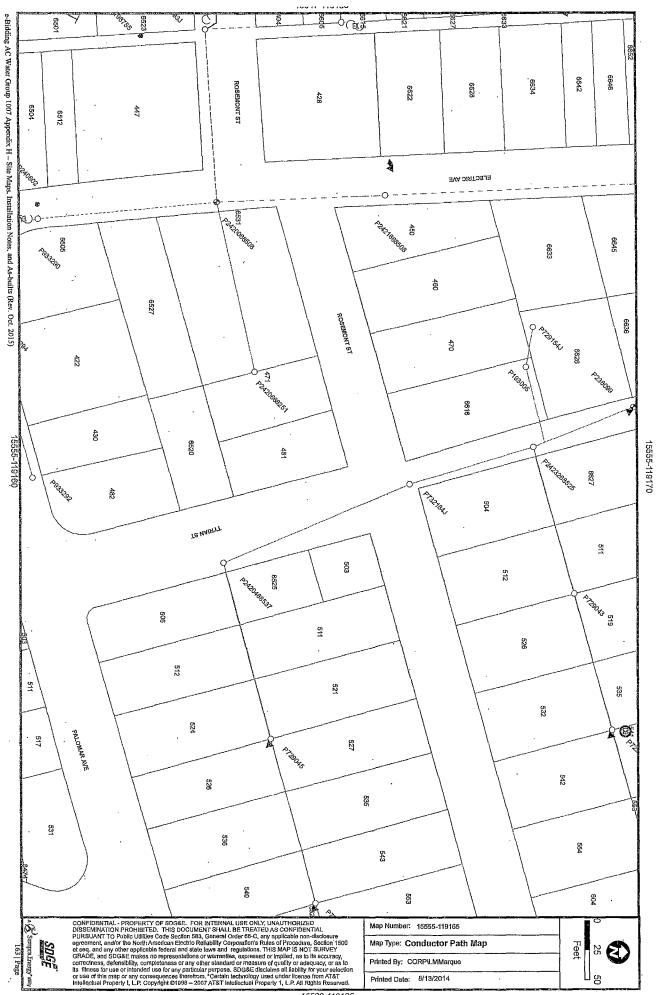




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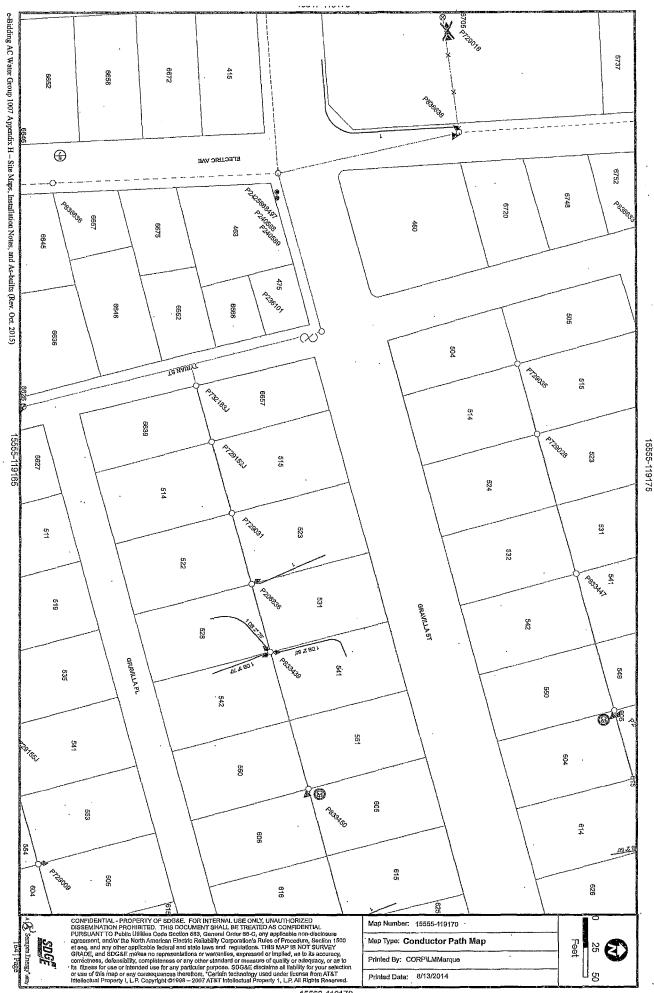


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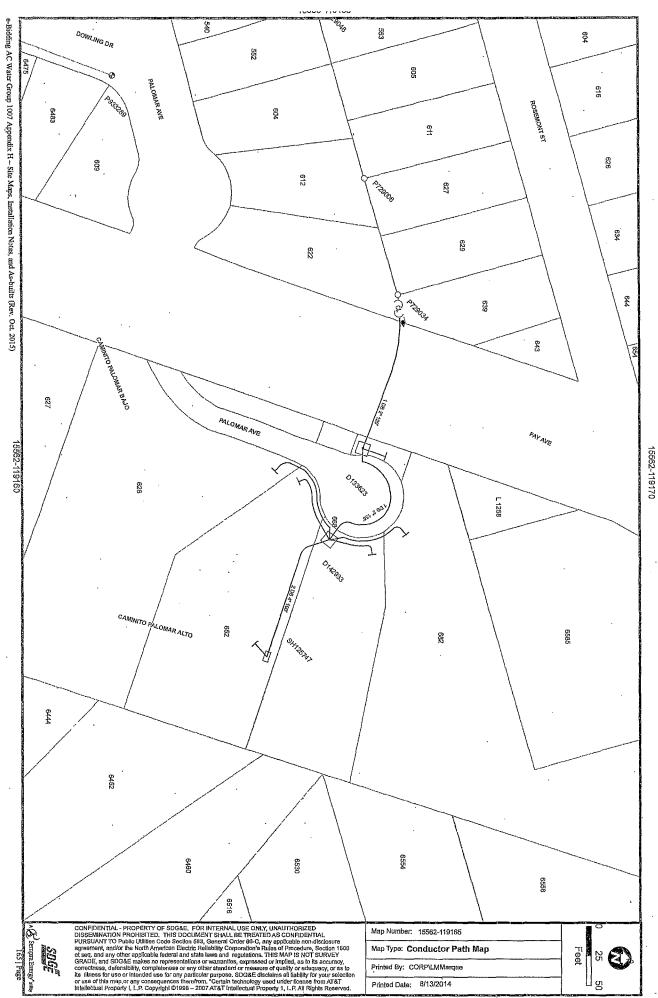
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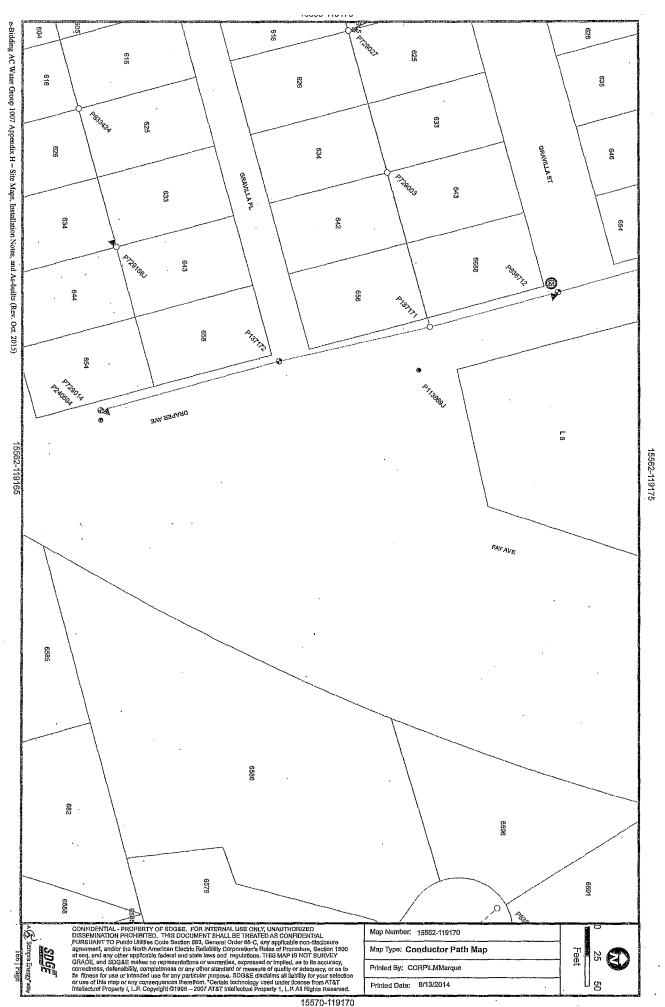
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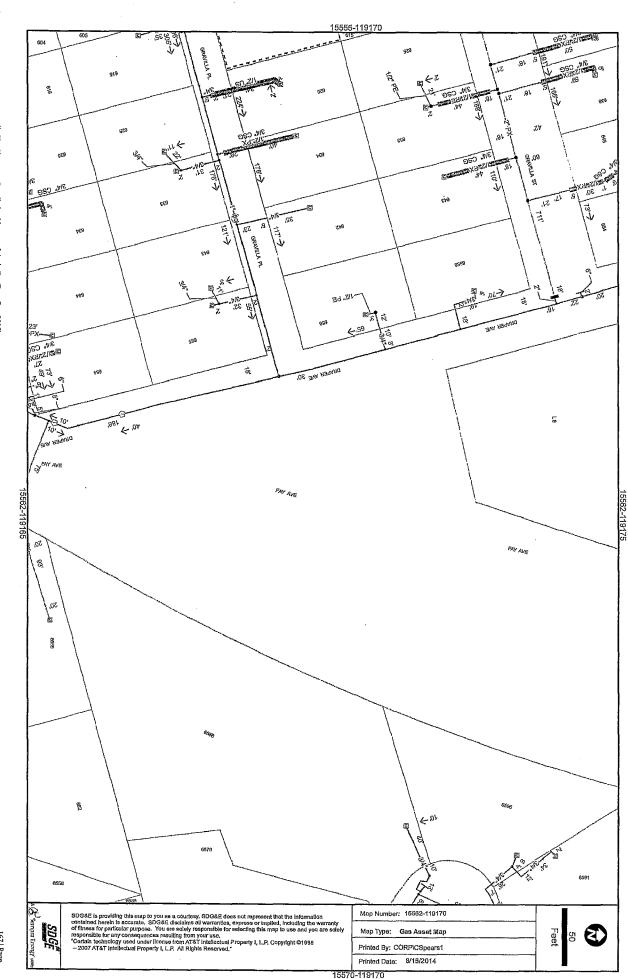
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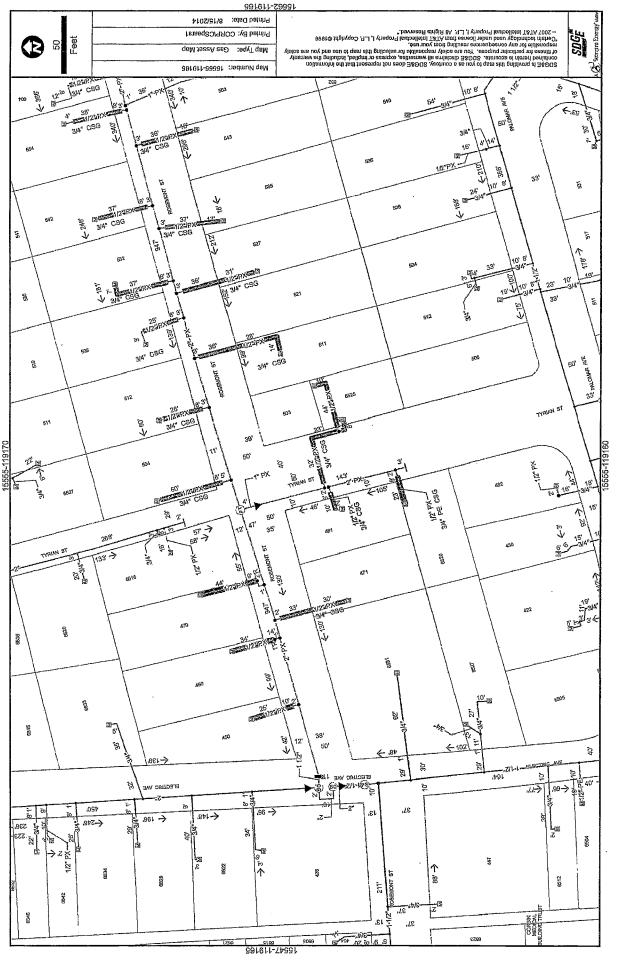
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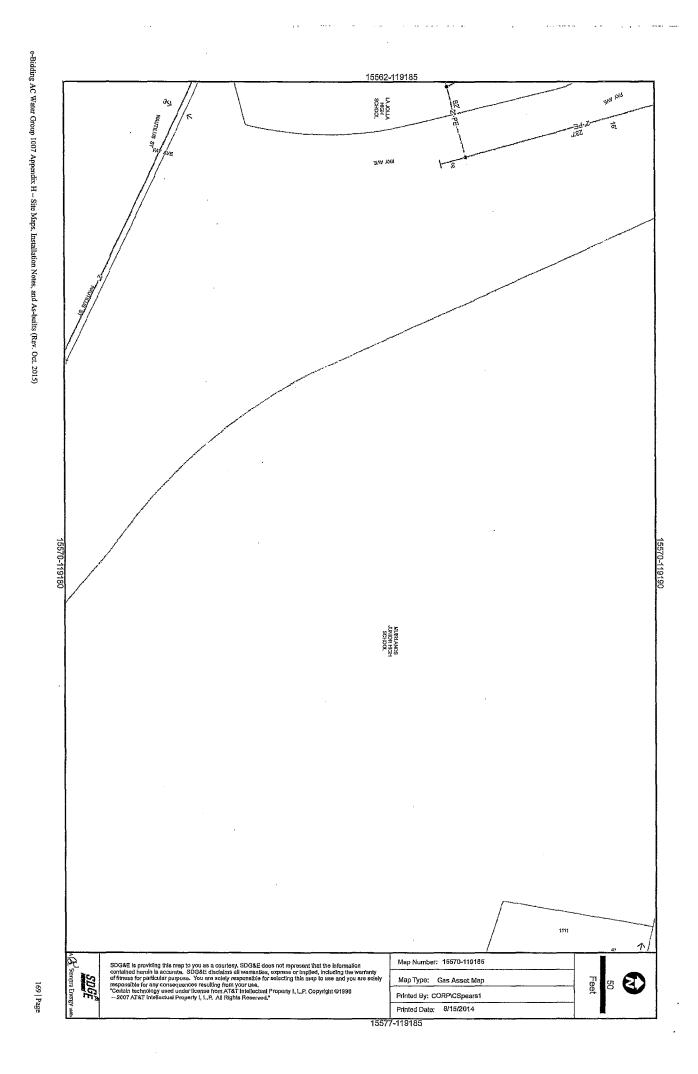
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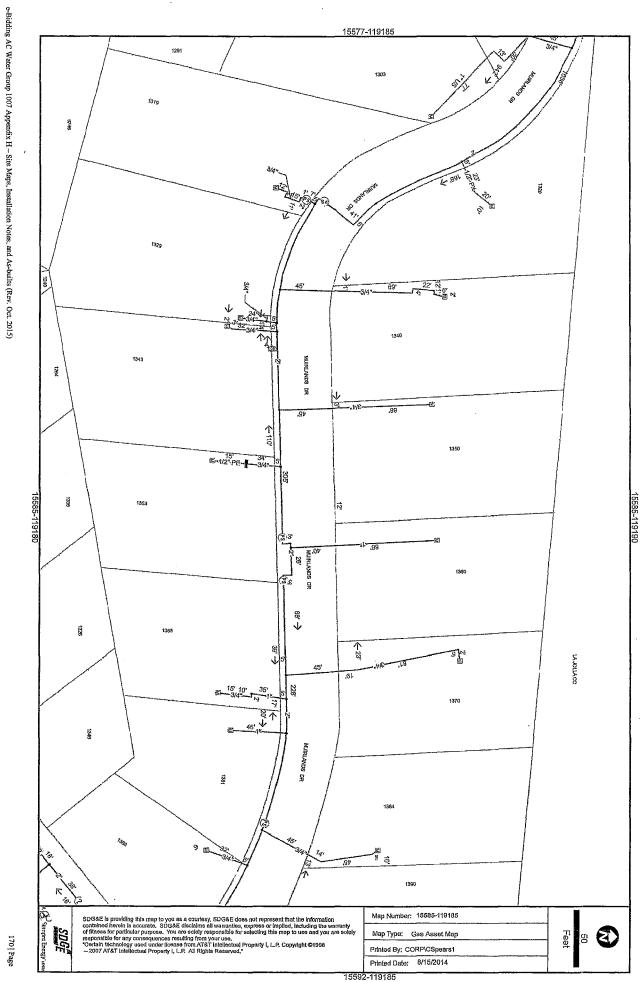
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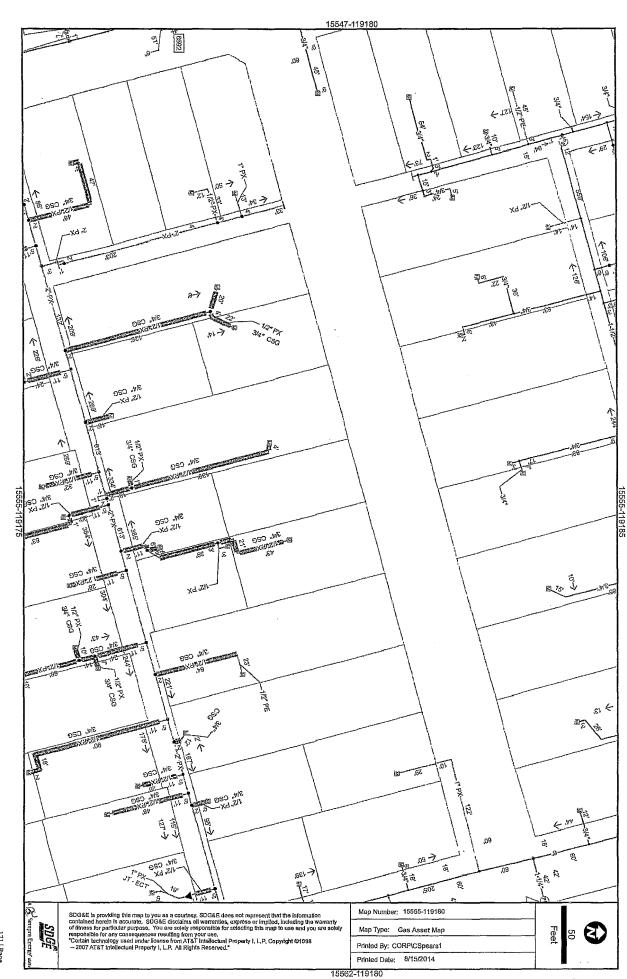
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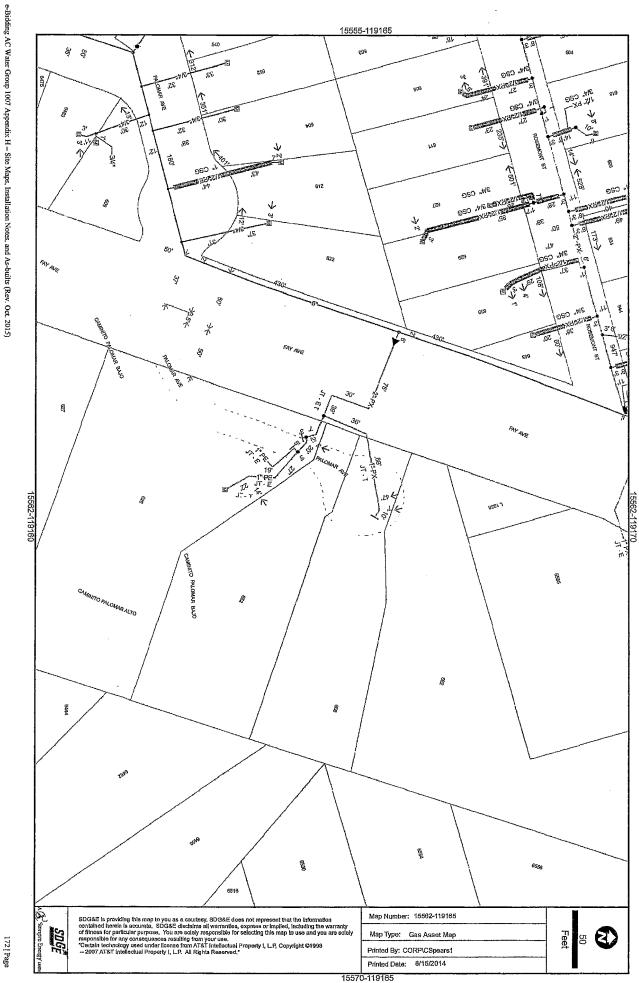
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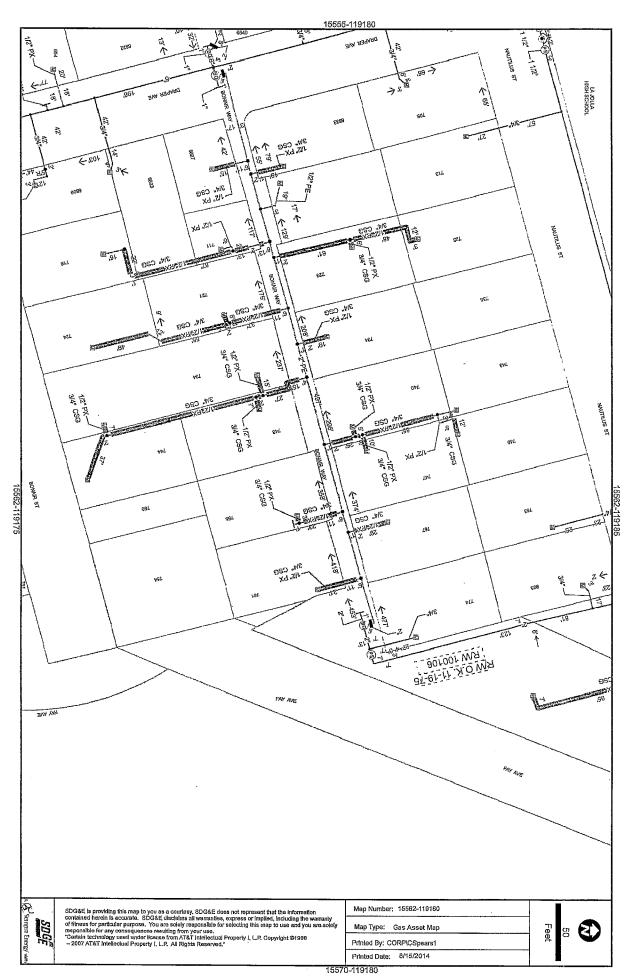
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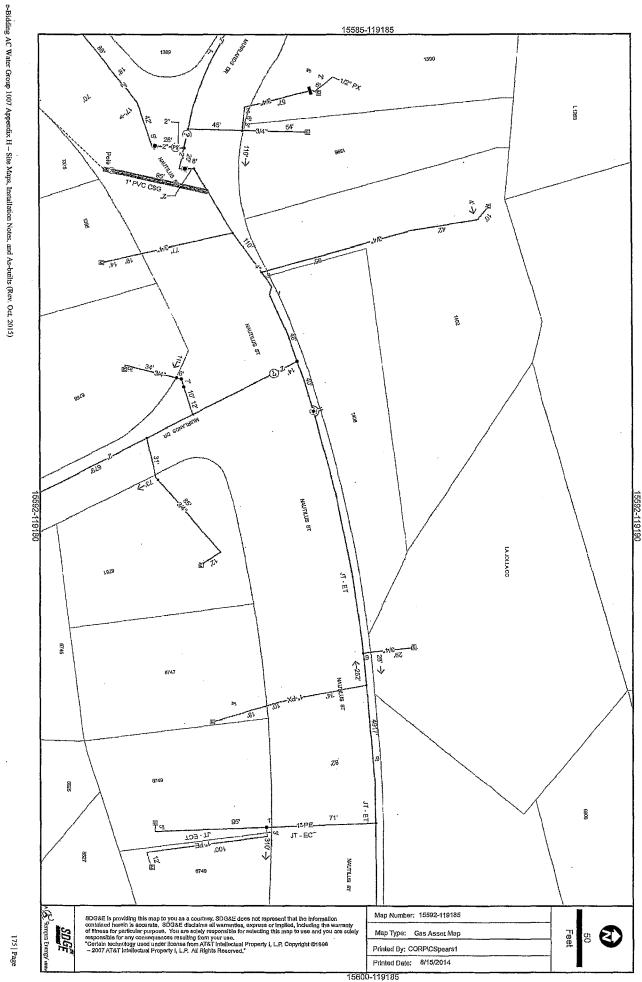
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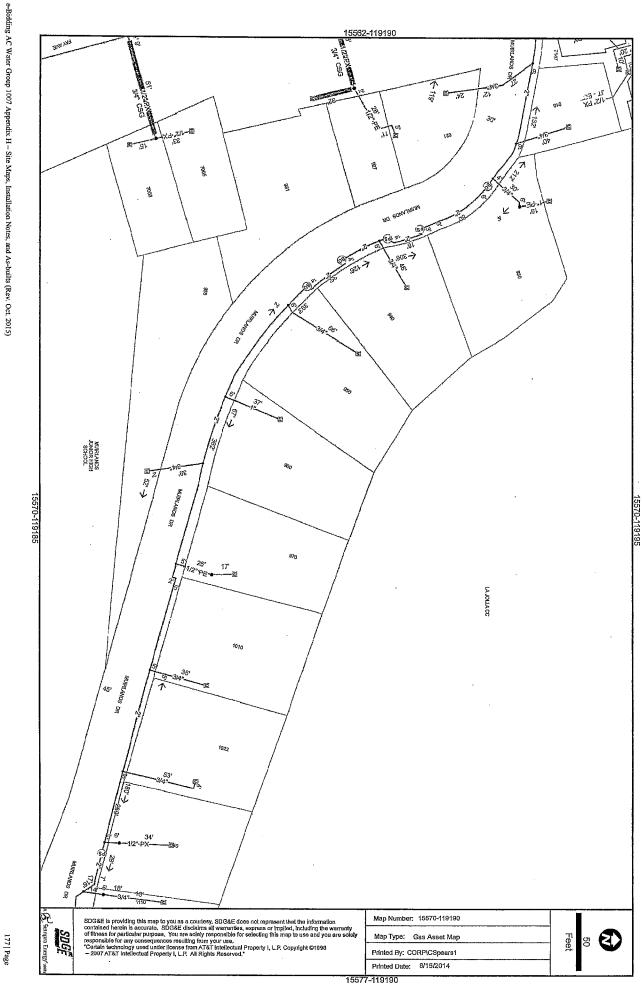
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#### **APPENDIX I**

#### ACCESS LAW DESIGN COMPLIANCE

CITY OF SAN DIEGO

# ACCESS LAW DESIGN COMPLIANCE RIGHT-OF-WAY DESIGN PROJECTS MEMORANDUM

Date:	October 6, 2015
To:	Sheila Gamueda, Project Manager, Public Works Department, Project Implementation Division
Subject:	First Assessment Letter for AC Water 1007 Project
From:	Fletcher Callanta, Senior CIP Access Law Compliance Officer, Public Works Department, Project Implementation Division

The office has completed the review of the project as referenced above for compliance with the access law. The project proposes to replace approximately 1.9 miles of existing high and medium priority asbestos cement (AC) water mains via open trench construction methods. The alignment is located within the La Jolla Community in Council District 1.

The plan check comments listed below shall be addressed during the design stage. If you have any questions on the issues or requested revisions, you may contact me directly via email at <u>fcallanta@sandiego.gov</u>.

The outstanding issues listed below should be addressed by providing additional information or revising the project as noted. If you have any questions on the issues or requested revisions, you may contact me directly via email at <u>fcallanta@sandiego.gov</u>.

Please note that this letter is intended to identify issues and requested revisions. Additional items and requirements may be identified in the course of evaluating the design. If you choose not to provide the requested additional information or make the requested revisions, the project will not be approved.

#### I. General Information:

The designer has the sole responsibility to design a project in compliance with the access law:

- Federal 2010 Americans with Disabilities Act (ADA) Accessibility Standards and 2011
   Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way
- State 2013 Part 2 of the Title 24 of the California Code of Regulations
- City's local regulations, policies and standards on accessibility

#### Local Regulations, Policies and Standards on Accessibility:

The City has implemented its own regulations, policies and standards on accessibility (e.g. Council Reports, Council Policies, Access Memos, City Standard Drawings and other related documents) that mirrors or exceeds the access law. These are to be applied to all new construction, alteration, and/or addition of City-owned or leased facilities including developer-built projects for City use (Turn-key Projects) and projects in the public right-of-way as appropriate.

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Link to the local regulations, policies and standards on accessibility: http://www.sandiego.gov/adacompliance/policies/index.shtml

#### 1. <u>State Code Update on Curb Ramp Standards</u>:

On July 1, 2015, 2013 California Building Code Section 11B-406.5.11 "Grooved Border" was repealed by the State and removed from the regulations. This change eliminates the previous inconsistency with the 2010 Americans with Disabilities Act Standards for Accessible Design on curb ramps as grooved borders were not federally required. The updated City of San Diego Standard Drawings for Public Works Construction is projected to be released in the final quarter of 2015 and will reflect all updates to the curb ramps and island passageways.

All curb ramps on this project shall reflect the new code change. In lieu of the grooved borders, the Contractor shall use a tooled joint.

Unless noted in the evaluation below, existing curb ramps (in good condition) that were designed and built per the 2012 City of San Diego Standard Drawings may be exempt from a replacement.

- 2. <u>Curb Ramp Policy:</u>
  - 2.1 Existing curb ramps with no detectable warning tiles (DWT) When curb ramp requirements are triggered, all existing curb ramps with no DWT shall be replaced with ones per the current City of San Diego Standard Drawings (SDG series only).
  - 2.2 Existing curb ramps with DWT When curb ramp requirements are triggered, the project is not required to replace existing curb ramps with DWTs unless there is concrete and tile damage.
  - 2.3 Unless technically infeasible (site constraints, ROW restrictions, existing conditions, etc.), the project shall install two curb ramps per corner to the maximum extent feasible.
  - 2.4 Do not assume that the curb ramp standards will work at all locations. The designer shall perform a comprehensive site evaluation to verify site constraints and conditions that can impact access to sidewalk corners and corner facilities. The designer shall "design" the curb ramps to accommodate sidewalk, slope, road, drainage, vehicular and pedestrian traffic conditions.
  - 2.5 Curb ramp access shall be provided to the maximum extent feasible. Do not use the existing sidewalk width as the basis for the curb ramp design. The designer shall verify the parkway right-of-way limits (ROW) to ensure the appropriate design or type of curb ramp is used. "Verify parkway ROW limits" is to measure the width of the ROW at the sidewalk area from face of curb to the property line.

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In a level sidewalk condition (with a 6"-high curb) with no barriers or constraints:

- a. A Type A curb ramp may be used if the ROW distance is 10'-0" or more.
- b. If the distance is less than 10'-0" but not less than 8'-0", a Type C2 curb ramp may be used.
- c. If the distance is less than 8'-0", a Type C1 curb ramp may be used. The landing of a Type C1 is flushed with the street therefore; address/design the drainage pattern to prevent ponding at the landing of the curb ramp.

2010 ADA 405.10/2013 CBC 11B-405.10 Wet Conditions. Landings subject to wet conditions shall be designed to prevent the accumulation of water.

2010 ADA 406.1 General. Curb ramps on accessible routes shall comply with 406, 405.2 through 405.5, and 405.10.

- d. The City Standards have special curb ramp designs that can be used to accommodate unique site conditions (refer to SDG-130, page 2 of 5).
- e. In existing signalized intersections, the pedestrian pushbuttons (PPB) may be required to be relocated to comply with the ADA and MUTCD standards if a Type C2 or C1 curb ramps are used.
- f. The designer may come up with a modified design to accommodate non-standard curb heights, slopes and other site constraints. Provide an enlarged detail of the curb ramp(s) on the plans. The detail shall include elevations, slopes and dimensions. Modified curb ramp designs are the responsibility of the designer and shall be submitted to the office for review and approval. These types shall be addressed at the first preconstruction meeting with the Resident Engineer.
- g. Unless an encroachment permit can be provided by the property owner, any unpermitted improvements within the ROW shall be removed to allow for the installation of a curb ramp.
- h. If a curb ramp is required at a sidewalk corner with a curb inlet, signal pole, light pole, manhole, traffic controller cabinet, pull boxes, trees and other obstructions, the project is required to remove these obstructions regardless of the extent of the removal process.
- i. Provide a retaining curb behind the curb ramp if the adjacent grade is higher or lower than the sidewalk or curb ramp landing surface. The height of the retaining curb shall be 2" higher that the adjacent grade. If the grade is lower, a 6" high concrete curb shall be used. If the grade is lower than 24", a protective railing shall be used.

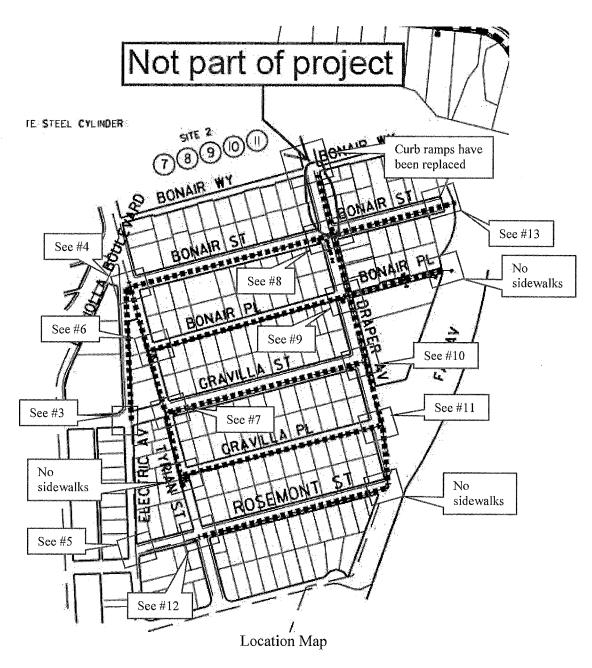
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- 2.6 The DWT shall be per the City's Approved Materials List (AML). Note the material on the curb ramp sheet.
- 2.7 Protect and keep all historic stamps within corner sidewalks. Ensure this is noted on the curb ramp sheet.
- 2.8 Pedestrian barricades shall be located outside the pedestrian access route areas.

#### 3. <u>Sidewalks:</u>

- 3.1 The project is required to repair any lifted, damaged and missing sidewalk panels at the immediate areas leading to the existing and new curb ramps that are within the project area.
- 3.2 The project is required to replace any affected sidewalk panels with ones per current City Standards. Replace any damaged/lifted sidewalk panels leading to the panels affected by the alignment.
- 3.3 Unless required by the Environmental document, provide a note on the plans for the Contractor to use the same existing sidewalk concrete color on the new sidewalk panels and curb ramps.
- 4. <u>Resurfacing/Overlay</u> The project is required to address the curb ramps, pedestrian crossing, any marked crosswalks and pedestrian signal requirements at all intersections (including alleys) if the overlay is extended beyond the alignment areas.
- 5. <u>Crosswalks</u> shall be striped to conform with City Standard SDM-116 Continental Crosswalks. Use yellow for school crossings.
- **II. Plan Check Comments:** Revise the plans to address all of the outstanding comments below and resubmit.
  - 1. Check the notes on the curb ramp sheet and ensure it has all the notes listed below:
    - a. Refer to the City's Approved Materials List for Detectable Warning Tiles products.
    - b. Protect and keep all historic stamps within sidewalks.
    - c. Locate limit lines before each curb ramp. Restripe using 12"-wide white Thermoplastic.
    - d. The design of the curb ramp shall not affect the drainage pattern on the street.
    - e. Counter slopes (curb ramp slope plus street slope) when added <u>cannot exceed 13%</u>. With the exception of a Type C2 and C1, adjust the slope of the main ramp and/or street if the counter slope exceeds 5.0%.
  - 2. Ensure the design of the curb ramps addresses the drainage pattern along the curb return. At no point will ponding be allowed at the curb return nor new ponding be allowed elsewhere as a result of the new curb ramps. It is imperative that survey is always provided for curb ramp design.

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#### Legend:

- Existing curb ramp with a detectable warning tile (DWT)
- Existing curb ramp with no DWT
- Missing curb ramp
- Recommended location for the new curb ramp
- Pedestrian access route (PAR)
- AC water main replacement

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3. Electric Street and Gravilla Street:

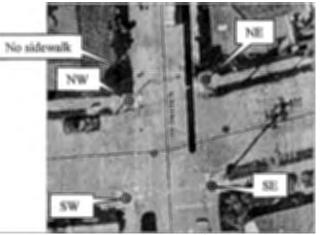


Photo 3a – Location Map

3.1 NW (#6) – Plans indicated a Type D replacement at the corner. Refer to the preliminary report comment and revise the plans.

There is an existing Type D curb ramp with no DWT at the corner. Verify conditions on site. Verify parkway ROW limits and replace the curb ramp with a Type A curb ramp (see similar condition on photo 11b). Do not use a Type D as the corner needs a curb ramp type that needs to serve the NE and SE corners. Extend the sidewalk to the PCR. Do not install a half curb ramp.

- 3.2 NE (#5) Plan indicates a Type C2 replacement. What are the parkway ROW limits? The curb height is also less than 6" so a Type A should be able to fit at the corner. Remove the landscaping if encroaching onto the ROW to allow room for a Type A. Provide an enlarged and scaled detail on the plans with finish elevations. If a Type C2 is the only one that can fit, provide a note in the table for the contractor to provide a retaining curb behind the curb ramp that is 2" higher than the adjacent grade and to protect the existing wall behind the sidewalk during demolition and construction.
- 3.3 SE (#8) Plan indicates a Type C2 replacement. What are the parkway ROW limits? A Type C2 may not fit at the corner. Change to a Type C1 and provide a note in the table for the contractor to provide a retaining curb behind the entire curb ramp and to protect the existing wall behind the sidewalk during demolition and construction. Provide an enlarged and scaled detail on the plans with finish elevations to show how the curb ramp design will accommodate the parkway.
- 3.4 SW (#9) Plan indicates a Type C2 replacement. What are the parkway ROW limits"? A Type C2 may not fit at the corner. Change to a Type C1 and provide a note in the table for the contractor to provide a retaining curb behind the entire curb ramp and to protect the existing wall behind the sidewalk during demolition and construction. Provide an enlarged and scaled detail on the plans with finish elevations to show how the curb ramp design will accommodate the parkway.

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4. <u>Electric Street/Tyrian Street and Bonair Street</u>:



Photo 4a – Location Map



Photo 4b – NE corner

4.1 NE corner – Plans did not address the preliminary review comments for this corner. See original comments below. Revise and resubmit the plans.

There is an existing curb ramp with no DWT at the corner. Verify conditions on site. Verify parkway ROW limits and replace the curb ramp with a Type A or Type C2 curb ramp. See photo 4b.

4.2 Verify the height of the pole sign at the corner. The bottom of the sign shall be at least 7'-0" high as measured to the sidewalk surface. Adjust the height as necessary. See photo 4b. Provide as a note in the table.

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5. <u>Electric Avenue and Rosemont Street:</u> It appears that the alignment at this intersection has been deleted from the scope. Please confirm.

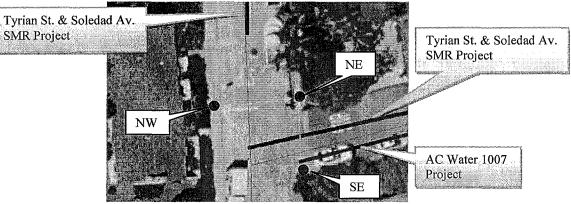


Photo 5a – Location Map

- 5.1 The required improvements at this intersection are scheduled to be completed by "Tyrian Street and Soledad Avenue Sewer Main Replacement" (Estimate construction date: February 2015 or August 2015). Coordinate the work with Jericho Gallardo, Project Manager.
- 6. <u>Tyrian Street and Bonair Place:</u>



Photo 6a – Location Map

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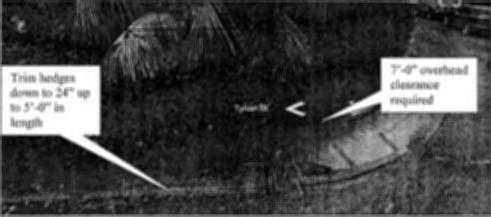


Photo 6b - NE corner

- 6.1 NE (#1) Plans indicate a Type C2 replacement. Ensure this fits at the corner. Provide an enlarged and scaled detail on the plans. Show in the detail the extent of the trimming of the landscaping. See photo 6b.
- 6.2 NW (#2) Plans indicate a Type B installation at the T-side of the intersection. Ensure this type fits at the area. Provide a 6'-0" long red curb at both sides of the ramp opening.
- 7. <u>Tyrian Street and Gravilla Street:</u>

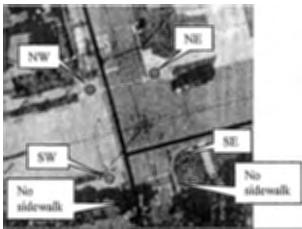


Photo 7a – Location Map

7.1 NW (#4) and NE (#3) – Plans indicate a Type A replacement at the corners. No further comments.

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Photo 7b - SW corner

7.2 SW (#7) – Plans indicate a Type A curb ramp at the corner. Refer to preliminary review comments below and photo 7b for the recommended design. Provide an enlarged and scaled detail on the plans.

There is an existing Type D curb ramp with no DWT at the corner. Verify on site. Verify parkway ROW limits and replace the existing curb ramp with a Type A otherwise, use a modified Case E (as shown in photo 7b) to allow for pedestrian crossing to the NW corner. Check the drainage pattern to ensure ponding will not occur at the bottom of the curb ramp. Provide an enlarged detail on the plans. The designer may come up with other modified design to address the conditions and path of travel at the corner.

Prior to design, check with the Undergrounding Program Section (Dayue Zhang) to see if the utility pole at the corner is scheduled to be removed as that project will replace the curb ramp as well.

8. Draper Avenue and Bonair Street:

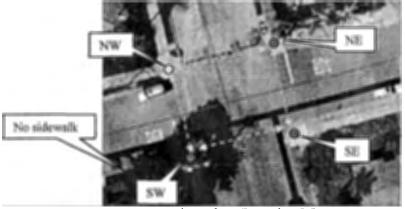


Photo 8a – Location Map

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- 8.1 SW (#12) and SE (#11) Plans indicate a Type A replacement with a retaining curb. No further comments.
- 8.2 NE (#10) Plans indicate a Type A replacement with a retaining curb. No further comments.
- 9. Draper Avenue and Bonair Place:

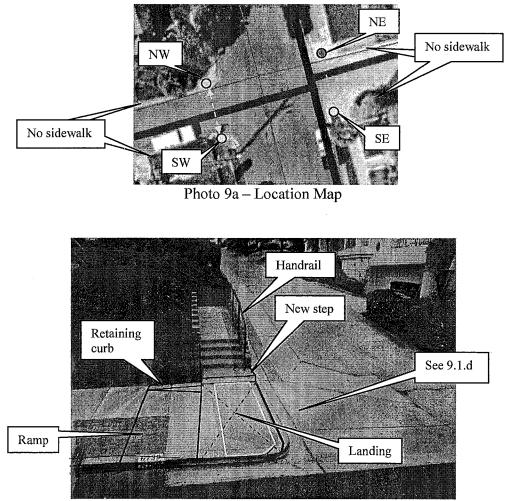


Photo 9b – NE corner

9.1 NE (#13) – Plans indicate a Type D replacement. A standard Type D will not work at the corner. Refer to preliminary review comments below and photo 9b for the recommended modified design. Provide an enlarged and scaled detail on the plans and include the proposed changes to the stairs and handrails. Provide an elevation of the handrail configuration on the plans as well. Work closely with the tenant/owner on the change to the stairs during design to avoid issues during construction.

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> There is an existing Type D curb ramp with no DWT at the corner. Verify on site. Replace the existing curb ramp with a modified Type D to allow for a level landing in front of the existing stair. See photo 9b. Provide an enlarged detail on the plans.

- a. By lowering the corner to provide for a level landing, a new step will have to be added to the existing stair. Ensure the height of the new riser matches the existing risers. <u>Notify the owner/tenant of the proposed work.</u>
- b. Extend the handrail to accommodate the new step. The handrail extension shall not overhang/encroach onto the ROW therefore; return the handrail back to a newel post. Refer to City Standard SDM-118 for additional information.
- c. Ensure a retaining curb is provided behind the curb ramp. Add a note in the table for the contractor to protect the adjacent brick retaining wall during demolition and construction.
- *d.* Re-grade the portion of the alley apron to accommodate the new modified curb ramp design to ensure water from the alley will not collect at the landing.
- *e. Trim the DWT to accommodate the alley's radiused corner.*
- f. Note that the sketch shown in photo 9b is one alternative design. The design team can come up with other design solutions provided the existing stair has a level landing. Provide an enlarged detail on the plans.
- 10. Draper Avenue and Gravilla Street:

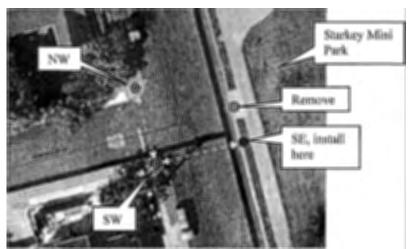


Photo 10a – Location Map

10.1 NW (#14) and SW (#16) – Plans indicate a Type A replacement. No further comments.

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- 10.2 SE (#15) Plans indicate the existing curb ramp to be removed and install a Type B curb ramp across the SW curb ramp. Provide a note in the table for the contractor to protect the adjacent wall during demolition and construction.
- 11. Draper Avenue and Gravilla Place:

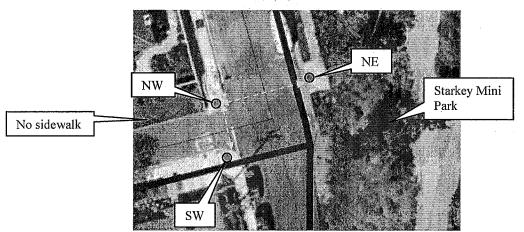


Photo 11a – Location Map

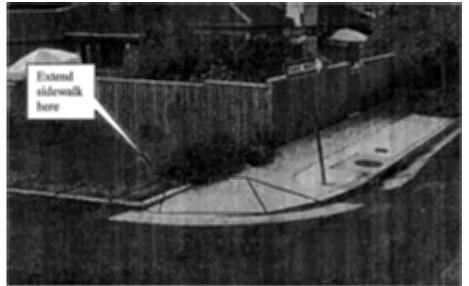


Photo 11b – NW corner

- 11.1 NW (#18) Plan indicates a Type A replacement. Provide a note in the table for the "Contractor improve the entire curb return with sidewalks on both sides of the curb ramp."
- 11.2 NE (#17) Plan indicates a Type B replacement. Verify buildable area and ensure a Type B will fit at the T side of the intersection (across #18).

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Photo 11c - SW corner

11.3 SW (#19) – Plan indicates a Type A replacement at the corner. Provide an enlarged and scaled detail on the plans on how the curb ramp will accommodate the retaining wall and driveway. See previous comments below:

Verify parkway ROW limits and replace the existing curb ramp with a Type A curb ramp. Remove the barrier at the landing (see photo 11c). There should be a continuous access from the landing to the sidewalk at Gravilla Place. Design the curb ramp to accommodate the driveway behind. A modified design (combination Type A and Type C2) may be used to accommodate the change in elevation and the driveway. Provide a detail on the plans. Adjust the location of the limit line before the curb ramp. Use 12" wide white Thermoplastic finish.

- 11.4 The height of pole signs shall be 7'-0" minimum as measured from the bottom of the lowest sign to the sidewalk surface. Adjust the signs as necessary to comply with the requirements. Provide this as a note on the plans.
- 12. Rosemont Street and Tyrian Street:

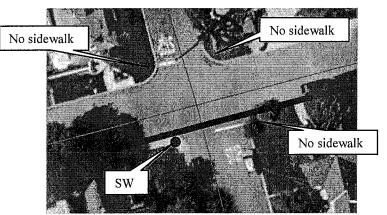


Photo 12a – Location Map

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- 12.1 SW (#20) Plans indicate a Type A replacement at the corner. Check the parkway ROW limits and ensure a Type A fits at the corner.
- 13. East end of Bonair Street (East of Draper Avenue at the La Jolla Bike Path):

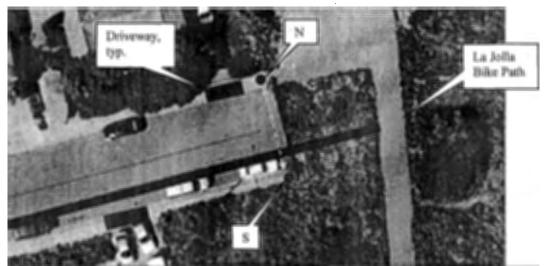


Photo 13a – Location Map

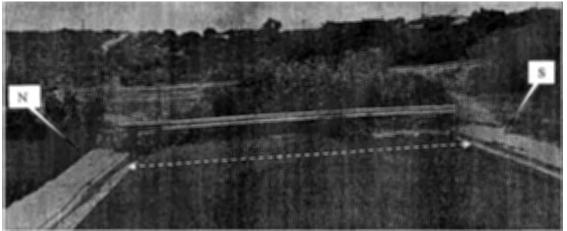


Photo 13b - N and S corners

13.1 N and S corners – Plans did not address the requirements at the end of this street. See preliminary design comments below. If the none of the recommended curb ramp types don't work, come up with a design that will accommodate the driveway and bike path access.

Verify parkway ROW limits and install Type B curb ramps at the locations shown in photos 13a and 13b. Note that the curb ramps will be used by bikes as well since the sidewalks connect to a bike path therefore, do not design a "half curb ramp". A Type C2 or C1 may not work at the N corner due to the distance of the driveway. Discuss this with the office prior to design. Contact the Bike Coordinator (Ahmad Erikat) in TEO to see if these sidewalks are commonly used access to the bike path.

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14. <u>West Muirlands Drive and Fay Avenue</u> – Plans did not address the curb ramp requirements at this intersection. Refer to preliminary design comments below.



Photo 14a – Location Map

- 14.1 NE and SE corners Replace the existing curb ramps with a Type A and install a retaining curb behind both curb ramps. Provide a note in the table for each curb ramp for the contractor to install the retaining curbs. For the SE corner, add a note for the contractor to remove all vegetation overgrowth around the PCR and along the sidewalk at West Muirlands Drive that serve the SE corner.
- 14.2 Restripe the school crosswalk using yellow Continental Crosswalk per SDM-116.
- 14.3 NW corner A curb ramp is missing at the T-side of the intersection. Verify on site. Install a Type B curb ramp at the location shown in photo 14a (directly across the NE curb ramp). Notify the principal of the La Jolla High School of the proposed alignment and curb ramp work at the intersection. Provide a temporary alternate accessible pedestrian access at the intersection during construction. Ensure that temporary curb ramps are included in the alternate access.

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- 15. <u>West Muirlands Drive and Nautilus Street</u> Plans did not address the curb ramp requirements at this intersection. Refer to preliminary design comments below.

Photo 15a – Location Map

- 15.1 NW, NE and SW corners There are existing curb ramps with DWT at the corners. Verify on site. Unless the curb ramp concrete has structural damages or the domes have been sheared, the project is not required to replace these curb ramps. See photo 15a.
- 15.2 If the project resurfaces the road then restripe the affected crosswalk with Continental Crosswalk per SDM-116.

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#### **III.** General Design Information - For reference only

1. Curb Ramp Policy:



Location Map (Low-Medium Density Residential Neighborhood)

#### Legend:

Curb ramps triggered by work – Path of travel/crosswalk area – Alignment/trench work -

#### Analysis:

- a. The curb ramp policy is triggered with this project due to the trench work along the unmarked crosswalk areas.
- b. A minimum of three curb ramps are required at a T-intersection in a low to medium density residential neighborhood. Therefore; curb ramps must be installed at the southeast and southwest corners and one at the T-side as shown on the diagram above.
- c. The parkway ROW limits will dictate the type of curb ramp to be used on each corner/sidewalk. Do not use the existing sidewalk depth as the basis for the curb ramp design. Refer to the most current City Standard Drawings.
- d. Note that pedestrian crossing is not allowed across a road from an alley corner therefore, if trenching is restricted along a main road then alley corners along that road is not affected unless the road is to be resurfaced or overlaid.
- e. Only specify detectable warning tiles as required per zone and listed in the City's Approved Materials List for Detectable Warning Tiles.

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Diagram - Overlay or Resurfacing of a Street

#### Legend:

Area of overlay or resurfacing – Path of travel/crosswalk area – Curb ramp -

#### **Diagram Analysis:**

- a. Note that pedestrian crossing is not allowed across a road from an alley corner.
- b. The resurfacing or overlay of a road triggers the curb ramp requirements on all sidewalk and alley corners along that road.

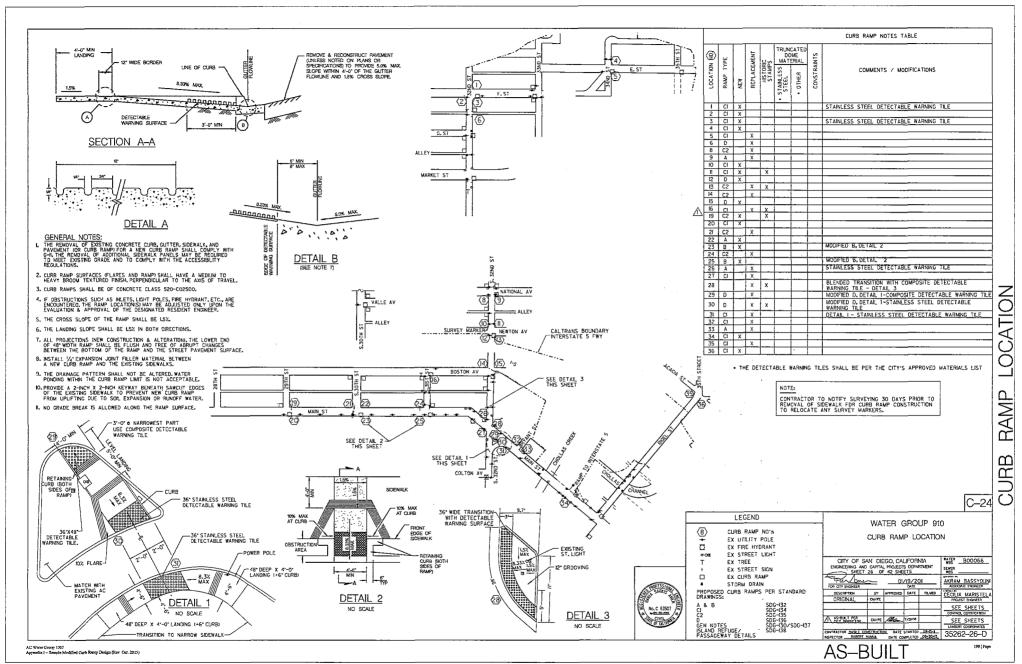
i.

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#### APPENDIX J

#### SAMPLE MODIFIED CURB RAMP DESIGN

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.

# ATTACHMENT F

1

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2 • •

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# **CERTIFICATIONS AND FORMS**

**Instruction to Bidders, Section 1** - The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

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

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

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## **CONTRACTOR CERTIFICATION**

### **DRUG-FREE WORKPLACE**

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

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

# **CONTRACTOR CERTIFICATION**

# AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

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

# **CONTRACTOR CERTIFICATION**

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

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

# AFFIDAVIT OF DISPOSAL

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

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

#### AC Water Group 1007 (Name of Project)

as particularly described in said contract and identified as Bid No. K-16-1390-DBB-3; SAP No. (WBS/IO/CC) B-15036, and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

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

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

Dated this	_DAY OF	
		_ Contractor
by		
ATTEST:		
State of		_ County of
	or said County ar	, 2, before the undersigned, a nd State, duly commissioned and sworn, personally appearedknown to me to be the
Contractor named in the to me that said Contract	e foregoing Relea	ase, and whose name is subscribed thereto, and acknowledged
Notary Public in and fo	r said County and	d State

#### BID BOND

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

#### KNOW ALL MEN BY THESE PRESENTS,

That_	BURTECH PIPELINE, INCORPORATED	as Principal, and
	· NORTH AMERICAN SPECIALTY INSURANCE COMPANY	as Surefy are

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of <u>10%</u> <u>OF THE TOTAL BID AMOUNT</u> for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

AC WATER GOUP 1007; BID NUMBER K-16-1390-DBB-3

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

day of

3RD

SIGNED AND SEALED, this

BURTECH PIPELINE, INCORPORATED (SEAL) (Principal)

By: / (Signature)

INSURANCE COMPANY (SEAL (Surety)

DECEMBER

NORTH AMERICAN SPECIALTY

(Signature) MARK D. IATAROLA, ATTORNEY-IN-FACT

DOMINIC J. BURTECH, JR., PRESIDENT MARK D (SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

Bid Bond (Rev. Oct. 2015)

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**California Acknowledgment Form** 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 SS. County of, Arthur P. Arquilla, Notary Public before me On ert name and title of the officer) nic om personally appeared 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 heishe/they executed the same in his ber/their authorized capacity(ies), and that by his/ber/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Scal WITNES\$ my hand and official seal. RTHUR P. ARQUILLA Commission No. 2051358 Signature of Notary OTARY PUBLIC CALIFORNIA SAN DIEGO COUNTY Commission Expires January 7, 2018 **Optional Information** To help prevent fraud, it is recommended that you provide information about the attached document below. \*\*\*This is not required under California State notary public law.\*\*\* **Document** Title # of Pages Notes 1888) 263-1977 @2014 Golden State Notary Inc w Notaru ne

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

#### CIVIL CODE § 1189

\*\*\*\* 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 Ca	alifornia		)
County of	SAN DIEGO		)
On	12/3/2015	before me,	MICHELLE M. BASUIL, NOTARY PUBLIC
	Date		Here Insert Name and Title of the Officer
personally	appeared		MARK D. IATAROLA
			Name( <del>s</del> ) of Signer( <del>s)</del>

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(iee), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(e) 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 Medella m. Basenl Signature of Notary Public

Place Notary Seal Above

#### **OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of At	tached Document					
Title or Type of D	ocument:	Document Date:				
Number of Pages	: Signer(s) Other Than	Named Above:				
Capacity(ies) Clai						
Signer's Name: _N	IARK D. IATAROLA	Signer's Name:				
Corporate Office	er — Title(s):	Corporate Officer - Title(s):				
🗆 Partner – 🗆 Li	mited 🔲 General	🗆 Partner — 🗆 Limited 🛛 🗆 General				
🗆 Individual	🖾 Attorney in Fact	🗆 Individual 🛛 🗋 Attorney In Fact				
🗌 Trustee	Guardian or Conservator	🗆 Trustee 👘 🖾 Guardian or Conservator				
🗆 Other:		Other:				
	nting:	Signer Is Representing:				
	· · · · · · · · · · · · · · · · · · ·					

WIND CONTRACTOR CONTRACT ©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

#### NAS SURETY GROUP

# NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

.,

#### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

<u> </u>	and MARK D. IATAROLA	
	JOINTLY OR SEVERALLY	

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000,00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



ichael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this <u>17th</u> day of <u>September</u>, 20<u>15</u>.

North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook ss:

On this <u>17th</u> day of <u>September</u> 20<u>15</u>, before me, a Notary Public personally appeared <u>Steven P. Anderson</u>, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and <u>Michael A. Ito</u>. Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



- 38, ٨٨. M. Kenny, Notary Public

I, Jeffrey Goldberg , the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this  $\underline{3RD}$  day of DECEMBER, 20 15.

Joffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

#### CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

#### CHECK ONE BOX ONLY.

П

- 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.
  - 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
	NOT APPLI	CABLE			
,					

Contractor Name: Certified By BURTECH PIPELINE INCORPORATED

DOMINIC J. BURTECH Name Signature

**PRESIDENT & CEO** Title

Date 12/10/2015

USE ADDITIONAL FORMS AS NECESSARY

Contractor's Certification of Pending Actions (Rev. Oct. 2015)

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# 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

	COMP	ANY INFORMA	TION	
Company Name:	BURTECH PIPELINE INCORP	ORATED	Contact Name: DOMINIC	J. BURTECH
Company Address	: 102 SECOND STREET, ENCIN	NTAS, CA 92024	Contact Phone: (760) 634-	-2822
			Contact Email: pipemaste	r7@cox.net
· · · · · · · · · · · · · · · · · · ·	CONTI	RACT INFORMA	TION	
Contract Title:	AC WATER GROUP 1007		Start D	ate: MARCH 2016
Contract Number	(if no number, state location): K-16-	1390-DBB-3	End Da	ate: MAY 2017
	SUMMARY OF EQUAL B	ENEFITS ORDIN	ANCE REQUIREMENTS	
maintain equal bei	ts Ordinance [EBO] requires the City to nefits as defined in SDMC §22.4302 for	the duration of the co	ntract. To comply:	ey will provide and
	all offer equal benefits to employees wit		-	
travel/reloc	clude health, dental, vision insurance; pe ation expenses; employee assistance pro	grams; credit union m	embership; or any other benefit.	
-	t not offer an employee with a spouse, is all post notice of firm's equal benefits p periods.			•
	all allow City access to records, when re	-		
	all submit EBO Certification of Complia			
NOTE: This sum www.sandiego.gov.	nmary is provided for convenience. F <i>/administration</i> .	ull text of the EBC	and Rules Implementing the EB	O are available at
	CONTRACTOR EQUAL B	ENEFITS ORDI	NANCE CERTIFICATION	
Please indicate yo	ur firm's compliance status with the EB	O. The City may requ	est supporting documentation.	
	I affirm compliance with the EBO beca	ause my firm <i>(contrac</i>	tor must <u>select one</u> reason):	
	Provides equal benefits to spou	•		
	<ul> <li>Provides no benefits to spouses</li> <li>Has no employees.</li> </ul>	or domestic partners		
		ement(s) in place prior	to January 1, 2011, that has not been	1 renewed or
	I request the City's approval to pay affe made a reasonable effort but is not able the availability of a cash equivalent for every reasonable effort to extend all av	to provide equal bene benefits available to s	efits upon contract award. I agree to r pouses but not domestic partners and	notify employees of
	r any contractor to knowingly submit a execution, award, amendment, or adm			
firm understands	perjury under laws of the State of Califo the requirements of the Equal Benefits cash equivalent if authorized by the City	Ordinance and will p	ve information is true and correct. I f rovide and maintain equal benefits fo	urther certify that my or the duration of the
DOMINIC J. BU	JRTECH - PRESIDENT & CEO	1		12/10/2015
	ame/Title of Signatory		Signature	Date
	FOR OF	FICIAL CITY US	EONLY	
Receipt Date:	EBO Analyst:		⊐Not Approved – Reason:	
		/.	<u>.                                    </u>	(Rev 02/15/201
		• • • • • • • • •		

C - Bidding AC Water Group 1007

Equal Benefits Ordinance Certification of Compliance (Rev. Oct. 2015)

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#### SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBØ	WHERE CERTIFIEDØ	CHECK IF JOINT VENTURE PARTNERSHIP
	Name:		DN					
	Name:    Address:    City:    Zip:    Phone:    Email:							
Cer Cer Oth Cer Wo	propriate, Bidder shall identify Subcontractor as one of the fol tiffed Minority Business Enterprise tiffed Disadvantaged Business Enterprise are Business Enterprise tiffed Small Local Business Enterprise man-Owned Small Business vice-Disabled Veteran Owned Small Business	lowing and shall incl DBE OBE SLBE WoSB SDVOSB	Certified W Certified D Certified E Small Disa HUBZone	Yoman Busine isabled Vetera merging Loca dvantaged Bu	ss Enterprise in Business Enterprise I Business Enterprise	I ELBE):	WB DVB ELB SDJ HUBZon	E B B
City Cal Stat	propriate, Bidder shall indicate if Subcontractor is certified by y of San Diego ifornia Public Utilities Commission te of California's Department of General Services te of California	: CITY CPUC CADoGS CA	City of Los		tment of Transportation	n	CALTRAN L/ SB/	ł

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

BUPTECHS PIPELINE INC,

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Construction AC Water Group 1007 Subcontractors Additive / Deductive Alternate (Rev. Oct. 2015)

. . .....

Bid Results for Project AC Water Group 1007 (K-16-1390-	DBB-3)
Issued on 11/12/2015	
Bid Due on December 10, 2015 2:00 PM (Pacific)	
Exported on 12/10/2015	

Vendor/D	Company Name	Address	City	ZipCode	Country	Contact	Phone	Fax Email Vendor Type
289090	Burtech Pipeline Incorporated	102 Second Street	Encinitas	92024	United States	Buddy Aquino	760-634-2822	760-634-2415 buddy@burtech pipeline.com CADIR,Local

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Responde - Responde	Respondee Title	Respondee Phone	Respondee Email
Buddy Aquino	Estimator	760-634-2822	buddy@burtechpipeline.com

Bid Format	Submitted Date = 5	Status	Confirmation #	Ranking
Electronic	December 10, 2015 1:24:44 PM (Pacific)	Submitted	68908	0

The second s	Attachments	
File Title	File Name	File Type
BID BOND	Bid Bond.pdf	General Attachments
Certification of Pending Actions	Certification of Pending Actions.pdf	General Attachments
Equal Benefits Ordinance Certification	Equal Benefits Ordinance Certification of Compliance.pdf	General Attachments
Subcontractors Additive-Deductive Alternate	Subcontractors Additive-Deductive Alternate.pdf	General Attachments

						100
item Num	Section	Item Code Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Main Bid	Bonds (Payment and Performance)	LS	11	\$22,600.00	\$22,600.00
2	Main Bid	Survey Services	LS	1	\$20,490.00	\$20,490.00
3	Main Bid	Video Recording of Existing Conditions	LS	1	\$2,000.00	\$2,000.00
4	Main Bid	Traffic Control	LS	1	\$15,000.00	\$15,000.00
5	Main Bid	Exclusive Community Liaison Services	LS	11	\$2,000.00	\$2,000.00
6	Main Bid	Mobilization	LS	1	\$15,000.00	\$15,000.00
7	Main Bid	Field Orders - Type II	AL.	1	\$172,360.00	\$172,360.00
8	Main Bid	Adjust Manhole Frame and Covers	EA	1	\$1,000.00	\$1,000.00
9	Main Bid	Additional Pavement Removal and Disposal	CY	100	\$1.00	\$100.00
10	Main Bid	Full Width Grinding-Cold Milling	SF	12890	\$0.84	\$10,827,60
11	Main Bid	Asphalt Pavement Repair	TON	10	\$1.00	\$10.00
12	Main Bid	Rubber Polymer Modified Slurry (RPMS) Type I Over Type III and Striping	SF	274771	\$0.60	\$164,862.60
13	Main Bid	Pavement Restoration Adjacent to Trench	SF	10000	\$5.00	\$50,000.00
14	Main Bid	1-1/2 Inch Asphalt Concrete Overlay and Striping	TON	149	\$142.50	\$21,232.50
15	Main Bid	Concrete Pavement	CY	542	\$200.00	\$108,400.00
16	Main Bid	Pavement Fabric	SY	1432	\$5.75	\$8,234.00
17	Main Bid	Crack Seal	LB	1000	\$10.00	\$10,000.00
18	Main Bid	Additional Curb and Gutter Removal and Replacement	LF	120	\$30.00	\$3,600,00
19	Main Bid	Additional Sidewalk Removal and Replacement	SF	480	\$5.00	\$2,400.00
20	Main Bid	Contractor Date Stamp and Impressions	EA	2	\$300.00	\$600.00
21	Main Bid	Curb Ramp Type A with Composite Detectable Warning Tiles	EA	13	\$2,800.00	\$36,400.00
22	Main Bid	Curb Ramp Type B with Composite Detectable Warning Tiles	EA	6	\$2,850.00	\$17,100.00
23	Main Bid	Curb Ramp Type C1 with Composite Detectable Warning Tiles	EA	2	\$2,900.00	\$5,800.00
24	Main Bid	Curb Ramp Type C2 with Composite Detectable Warning Tiles	EA	1	\$2,950.00	\$2,950.00
25	Main Bid	Modified Curb Ramp Type A with Composite Detectable Warning Tiles	EA	1	\$3,000.00	\$3,000.00
26	Main Bid	Modified Curb Ramp Type D with Composite Detectable Warning Tiles	EA	1	\$2,600.00	\$2,600.00
27	Main Bid	Modified Curb Ramp Case E with Composite Detectable Warning Tiles	EA	<u>_</u>	\$4,300.00	\$4,300,00
28	Main Bid	Trench Shoring	LS	1	\$10,000.00	\$10,000.00
29	Main Bid	Additional Bedding	СҮ	125	\$1.00	\$125.00
30	Main Bid	Temporary Resurfacing	TON	550	\$100.00	\$55,000,00
31	Main Bid	Imported Backfil	TON	600	\$1.00	\$600.00
32	Main Bid	8-Inch Water Main	LF	6361	\$91.60	\$582,667.60
33	Main Bid	8-Inch Water Main (Class 305 PVC DR-14)	LF	2251	\$95.00	\$213,845.00
34	Main Bid	12-Inch Water Main	LF	828	\$104.00	\$86,112.00
35	Main Bid	6-inch Fire Hydrant Assembly and Marker	EA	14	\$7,000.00	\$98,000.00
36	Main Bid	16-Inch Butterfly Valve Class 250B	EA	2	\$3,500.00	\$7,000.00
37	Main Bid	Water Valve Bypass for T-mainline 16 <sup>st</sup> and Larger	EA	1	\$15,000.00	\$15,000.00
38	Main Bid	Thrust Blocks	EA	1	\$1,000.00	\$1,000.00
39	Main Bid	8-Inch Gate Valve	EA	21	\$1,700.00	\$35,700.00
50		c-intri Gate Valve	EA .	21	51,700.00	335,700.00

40	Main Bid	12-Inch Gate Valve	EA	6	\$3,000.00	\$18,000.00
41	Main Bid	4-Inch Gate Valve	EA	1	\$1,000.00	\$1,000.00
. 42	Main Bid	Abandonment of Existing 6" AC Pipe	LF	296	\$26.00	\$7,696.00
43	Main Bid	Abandon Water Services (Stiff)	EA	5	\$300.00	\$1,500.00
44	Main Bid	1-Inch Water Service	EA	240	\$2,000.00	\$480,000.00
45	Main Bid	2-Inch Water Service	EA	7	\$3,700.00	\$25,900.00
46	Main Bid	4-Inch Water Service	EA	1	\$4,000.00	\$4,000.00
47	Main Bid	2-Inch Blowoff Valve Assembly	EA	1	\$4,000.00	\$4,000.00
48	Main Bld	2-Inch Air and Vacuum Valve	EA	1	\$5,000.00	\$5,000.00
49	Main Bid	Survey Monuments	EA	1	\$400.00	\$400.00
50	Maln Bid	Continental Crosswalk - 12" Wide Yellow Thermoplastic	SF	400	\$4.20	\$1,680.00
51	Main Bid	High-lining Removed by Contractor	LF	21000	\$1.00	\$21,000.00
52	Main Bid	Pavement Restoration for City Forces Final Connection	SF	1400	\$15.00	\$21,000.00
53	Main Bid	Water Pollution Control Program Development	LS	1	\$600.00	\$600.00
54	Main Bid	Water Pollution Control Program Implementation	LS	1	\$2,000.00	\$2,000.00
55	Main Bid	Handling and Disposal of Non-friable Asbestos Material	LF	9500	\$7.00	\$66,500.00
					Subtotal	\$2,468,192.30
· 56	Alternate Alternate A	High-lining Removed by Contractor (Bid item 51) (Deductive) In the event City forces will conduct work. Enter a negative unit price.	LF	21000	(\$1.00)	(\$21,000.00)
57	Alternate Alternate A	High-lining by the Contractor	LS	1	\$130,000.00	\$130,000.00
					Subtotal	\$109,000.00
58	Alternate Alternate B	Cut and Plug of The Existing System by Contractor	EA	14	\$4,000.00	\$56,000.00
59	Alternate Alternate 8	8-Inch Through 12-Inch Connections to The Existing System by Contractor	EA	12	\$4,000.00	\$48,000.00
60	Alternate Alternate B	16-Inch Connections to The Existing System by Contractor	EA	2	\$5,000.00	\$10,000.00
61	Alternate Alternate B	Pavement Restoration for City Forces Final Connection (Bid item 52) (Deductive) In the event City forces will conduct work. Enter a negative unit price.	SF	1400	(\$15.00)	(\$21,000.00)
					Subtotal Total	\$93,000.00 \$2,670,192.30

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			Subcontractors					
Name	Description	License Num	Amount	Туре	Address	City	ZipCode	Country
YBS CONCRETE INC.	Curb Ramps Items 15, 18-27	885270	\$344,940.00	CADIR,ELBE,I AT,M ALE	821 KUHN DR. STE 204	CHULA VISTA	91914	United States
G. Scott Asphalt, Inc.	Item 12 - RPMS Slurry Sealing only	751836	\$149,200.66	CAU, DVBE, MALE, P QUAL, SDVSB, SLBE		Chula Vista	91910	United States
McGrath Consulting	Item 53 - WPCP Development	11MH0280	\$495.00	ELBE	PO BOX 20205	El Cajon	92040	United States
SealRight Paving	Items 10, 13, 14, 16, 17, 52 & Asphalt Trench Grind and Pave	364113	\$150,391.95	NAT,MALE,PQUAL, MBE,CADIR	9053 Olive Dr.	Spring Valley	91977	United States
HUDSON SAFE-T-LITE RENTALS	Item 4 - Traffic Control Plans and Services	788289	\$2,100.00	SLBE	777 GABLE WAY	EL CAJON	92020	United States
Luzaich Striping Inc.	Item 12 & 14 Striping Only, and Item 50 Continental Crosswalk	775886	\$8,134.12	SLBE	po box 2426	El Cajon	92021	United States
William A. Steen & Associates	Item 2 - Survey Services	N/A	\$20,490.00	ELBE	8580 La Mesa Blvd., Suite 102	La Mesa	91942	United States

Self-Performance 0.2737

# **City of San Diego**

CITY CONTACT: <u>Damian Singleton - Contract Specialist</u>, <u>Email</u>: <u>Dsingleton@sandiego.gov</u> Phone No. (619) 533-3482, Fax No. (619) 533-3633







# AC Water Group 1007

BID NO.:	K-16-1390-DBB-3
SAP NO. (WBS/IO/CC):	B-15036
CLIENT DEPARTMENT:	2013
COUNCIL DISTRICT:	1
PROJECT TYPE:	КВ

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

# 2:00 PM DECEMBER 10, 2015 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C SAN DIEGO, CA 92101

November 20, 2015

ADDENDUM "A"

Page 1 of 4

#### A. CHANGES TO CONTRACT DOCUMENTS

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

#### **B. ATTACHMENTS:**

- 1. To Attachment E, Supplementary Special Provisions, page 47, **ADD** the following:
  - 7-16.1.3 Weekly Updates Recipients. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Wendy Gamboa, Senior Engineer, <u>WGamboa@sandiego.gov</u> Sheila Gamueda, Project Manager, <u>SGamueda@sandiego.gov</u> Rex Narvaez, Project Engineer, <u>RNarvaez@sandiego.gov</u> Resident Engineer, TBD

2. To Attachment E, Supplementary Special Provisions, ADD pages 3 through 4 of this Addendum.

James Nagelvoort, Director Public Works Department

Dated: *November 20, 2015* San Diego, California

JN/JB/lji

ADDENDUM "A"

#### APPENDIX K

## SAMPLE OF PUBLIC NOTICES

November 20, 2015

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ADDENDUM "A"



# **PROJECT NAME**

# Trenching on your street is complete.

What you need to know:

- Pipe installation on your street is complete and construction crews are now installing new pipeline for this project at another location.
- You may see temporary trench plates or trench caps for some time –even after construction activities have concluded on your street.

#### **Street resurfacing:**

- Your Streets will be resurfaced once the entire pipeline project is complete.
- Concrete streets will not be resurfaced curb to curb; only the trench will be backfilled.
- Street resurfacing may be delayed due to the City's slurry seal moratorium.

Estimated resurfacing completion on your street:

(Insert Date-Month and Year)

For questions related to this work Call: (619) 533-4207 Email: engineering@sandiego.gov Visit: sandiego.gov/CIP



November 20, 2015 AC Water Group 1007

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ADDENDUM "A"

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