

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) pending
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Works/Engineering-AEP	DATE: 12/05/2011
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SUBJECT: Award of the Design Build Contract for Catalina Standpipe Renovation

PRIMARY CONTACT (NAME, PHONE): Darren Greenhalgh, 619-533-6600	SECONDARY CONTACT (NAME, PHONE): Hossein Azar, 619-533-4102
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	700010				
DEPT / FUNCTIONAL AREA	OTHR-00000000-PR				
ORG / COST CENTER	2013131216				
OBJECT / GENERAL LEDGER ACCT	512160				
JOB / WBS OR INTERNAL ORDER	B-00155.06.01.01				
C.I.P./CAPITAL PROJECT No.	A-BL.00001				
AMOUNT	\$2,888,000.00	0.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): COST SUMMARY

Engineering	\$568,750.00
Construction	\$2,888,000.00
Contingency	\$144,400.00
City Forces Work	\$50,000.00
Total Project	\$3,651,150.00
This Request	\$3,651,150.00

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Heinrichs, Tony	12/12/2011
Financial Management	CFO		
Comptroller	DEPUTY CHIEF		
	COO		

		CITY ATTORNEY		
		COUNCIL PRESIDENTS OFFICE		
PREPARATION OF:	<input checked="" type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)
1. Authorizing the Mayor, or his designee, to award a contract to Hazard Construction Company for the design and construction of Catalina Standpipe Renovation in an amount not to exceed \$2,888,000, and the Chief Financial Officer to expend an amount not to exceed \$2,888,000 from CIP A-BL.00001, Annual Allocation- Standpipe & Reservoir Restorations (B-00155), Fund 700010, Water.				
STAFF RECOMMENDATIONS: Adopt the Resolutions				
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)				
COUNCIL DISTRICT(S):	2, Kevin Faulconer			
COMMUNITY AREA(S):	Peninsula			
ENVIRONMENTAL IMPACT:	This activity is not a "project" as defined in CEQA Guidelines Section 15378, because it involves a design services contract which, on its own accord will not cause a significant environmental impact. As such, this activity is not subject to CEQA pursuant to CEQA Guidelines Section 15060 (c)(3). This determination is predicated on Section 15004 of the guidelines, which provides direction to lead agencies on the appropriate timing for environmental review. The project for which this design contract is intended will require preparation of an environmental document in accordance with the State CEQA Guidelines.			
CITY CLERK INSTRUCTIONS:	Upon Council approval, please forward two (2) copies of the 1472 and Resolution(s) to Joanne Ferrer; Admin Aide II at Project Implementation & Technical Services Division MS 908 A, and copy of Resolution to Norman Reyes, Accountant III at Comptroller, MS 6A			

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 12/05/2011

ORIGINATING DEPARTMENT: Public Works/Engineering-AEP

SUBJECT: Award of the Design Build Contract for Catalina Standpipe Renovation

COUNCIL DISTRICT(S): 2, Kevin Faulconer

CONTACT/PHONE NUMBER: Darren Greenhalgh/619-533-6600

DESCRIPTIVE SUMMARY OF ITEM:

Council authorization is requested to award an As-Needed Design-Build Services contract for the design and construction of the Catalina Standpipe Renovation Project. This water storage standpipe is located on the 200 block of Catalina Blvd., south of Mills Street, in the Peninsula Community. The project consists of the demolition of the existing 1.5 million gallon standpipe and replacement with a new 2.0 million gallon steel standpipe, in order to increase water quality, and to meet daily local water supply and emergency storage demands. Construction also includes the installation of approximately 100 feet of 24-inch inlet and outlet piping, and a maintenance path on the site.

STAFF RECOMMENDATION:

Adopt the Resolutions

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The existing standpipe has been in service since 1954 supplying the Peninsula Community with potable water for daily use as well as emergency storage. The existing standpipe is reaching the end of its life cycle, has corrosion concerns, does not meet today's seismic standards, and does not meet current City of San Diego Tank Storage Capacity Guidelines. The standpipe replacement project consists of the demolition of the existing 1.5 million gallon standpipe and replacement with a new 2.0 million gallon steel standpipe, in order to increase water quality, and to meet daily local water supply and emergency storage demands. The Public Works Department As-Needed Design-Build Team of Hazard Construction/Rick Engineering, have been selected through the Request for Proposal(RFP)- interview process.

Council authorization is requested to award an As-Needed Design-Build Services contract to the Design-Build team of Hazard Construction/Rick Engineering, for the design and construction of the Catalina Standpipe Renovation Project.

FISCAL CONSIDERATIONS:

The total estimated cost of this project is \$3,651,150.00. Enterprise funding of \$3,651,150.00 will be available in CIP A-BL.00001, Annual Allocation – Standpipe & Reservoir Restorations (B-00155), Fund 700010, Water, for this purpose. The total project costs of \$3,651,150.00 may be reimbursed approximately 80% by current or future debt financing. This project will be funded in Fiscal Year 2012. No future funding is anticipated.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

Funding Agency: City of San Diego – Prevailing wages are not applicable to this project.

Goals: SLBE/ELBE participation of 20%.
SLBE/ELBE Participation: 25%

Other: This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Sections 22.2701 through 22.2708 and Non-discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

Workforce Report Submitted: Staff will monitor plan and adherence to Non-Discrimination Ordinance.

PREVIOUS COUNCIL and/or COMMITTEE ACTION: The subject item will be presented to the Committee on Natural Resources and Culture prior to the Council docket date.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

During the design phase, City staff and the Design Consultant will present the project to the Peninsula community. In addition, residents and businesses will be notified at least one month before construction begins by the City's Public Works Department- Engineering & Capital Projects, and again, 10 days before construction begins, by the Contractor through hand distribution notices.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The key stakeholders are identified as the public and the City of San Diego. Residents in this area will encounter minor inconveniences during construction. There will be no/minor disruption of water service to the effected community. A community outreach program will be implemented during design and construction. After completion, residents will experience improved reliability of the water distribution system.

Heinrichs, Tony
Originating Department

Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

January 12, 2012

SUBJECT: Award of the Design Build Contract for Catalina Standpipe Renovation (1472)

GENERAL CONSULTANT INFORMATION

Recommended Consultant: Hazard Construction Company

Amount of this Action: \$3,651,150 (of which \$2,888,000 for Construction)

Funding Source: City of San Diego

Goals: 20% total, 10% mandatory (5%SLBE/ELBE) 10% Voluntary

SUBCONSULTANT PARTICIPATION

	<u>This Action</u>	
Rick Engineering Company (Not certified)	\$ 54,600.00	1.89%
Dexter Wilson Engineering, Inc. (SB(Micro))	\$ 15,000.00	0.52%
R.F. Yeager Engineering (Not certified)	\$ 15,380.00	0.53%
Moraes/Pham & Associates (SLBE)	\$ 20,000.00	0.69%
Ninyo & Moore Geotechnical (MBE)	\$ 25,150.00	0.87%
CB&I, Inc. (Not certified)	\$ 1,130,000.00	39.13%
Clauss Construction (SLBE/DVBE)	\$ 200,000.00	6.93%
Stuart Engineering (SLBE/SB(Micro))	\$ 7,500.00	0.26%
Statewide Stripes, Inc. (SLBE/DBE/SB(Micro))	\$ 4,500.00	0.16%
H&D Construction (SLBE)	\$ 237,314.00	8.22%
Arrieta Construction, Inc. (SLBE/SB(Micro))	\$ 250,000.00	8.66%
EWaste Disposal, Inc. (DVBE/MBE)	\$ 5,270.00	0.18%
Total Certified Participation	\$ 749,734.00	25.96%
Total Subcontractor Participation	\$1,964,714.00	65.03%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Hazard Construction Company submitted a Work Force Report for their San Diego employees dated, October 18, 2011 indicating 64 employees in their Administrative Work Force and 71 employees in their Trade Work Force.

The Administrative Work Force indicates under representation in the following categories:

Black in Transportation

Hispanic in Professional, Admin. Support and Transportation

Asian in A&E, Science, Computer

Filipino in Professional and A&E, Science, Computer

Female in Mgmt. & Financial, Professional, A&E, Science, Computer, and Transportation

The Trade Work Force indicates under representation in the following categories:

Female in Misc. Const. Equipment Operations

EOC completed a desk audit on April 24, 2009 of the contractors Equal Opportunity Policy and no violations were found. Staff will continue to monitor Hazard's compliance with the City's Municipal Code and departmental requirements. If a determination is made that Hazard's performance further becomes unsatisfactory, appropriate steps will be taken to include a Letter of Commitment.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

RLL

City of San Diego

CITY CONTACT: Dwayne Abbey, 600 B Street, Suite 800, MS 908A, San Diego, CA 92101
E-mail: DAbbey@sandiego.gov, Phone (619) 533-5154, FAX (619) 533-5278

BD/RIR

REQUEST FOR PROPOSAL (RFP)



FOR

CATALINA STANDPIPE RENOVATION DESIGN-BUILD CONTRACT

RFQ NO.: As-Needed Design-Build Services for the E&CP Department- 4784DB
RFP NO.: 5209A
TASK ORDER NO.: L1-6
BID NO.: K-12-5209-DBA-C-A
SAP (WBS/IO/CC NO.): B-00155
CLIENT DEPARTMENT: 2013
PROJECT TYPE: BL

PROPOSAL DUE:

**12:00 NOON
OCTOBER 20, 2011
CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPARTMENT
1200 THIRD AVENUE, SUITE 200, MS 56P
SAN DIEGO, CA 92101
ATTN: CONTRACT SPECIALIST**

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1.0 INTRODUCTION

1.1 This is the City of San Diego's (City) second step (in a 2-step process) in the selection process to provide Design-Build services for the **Catalina Standpipe Renovation** (Project).

1.2 This RFP is being issued to the selected firms for this selection process exclusively. These firms are:

1. Richard Brady & Associates/Jet Construction Inc./SEMA Construction
2. Shiedel/Hale Engineering
3. Hazard Construction/Rick Engineering
4. TC Construction/RBF Consulting
5. Orion/Harris

Proposals from any other firms will not be considered for this process and will be rejected as unsolicited Proposals.

The Design-Builder shall ensure that Design-Builder's license(s) shall be valid when Proposal is submitted. Failure to comply with this requirement will result in:

- 1) The rejection of the Proposal.
- 2) Removal of the Design-Builder from the short-list (for As-Needed Design-Build project).

1.3 Engineer's Estimate – The Engineer's estimate of the most probable price for this contract is **\$1,875,500**.

1.4 This RFP describes the Project, the required scope of Work and Services, the Design-Builder selection process, and the minimum information that shall be included in the Proposal. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.

1.5 Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design shall not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

2.0 EQUAL OPPORTUNITY

2.1 All information provided and requirements set forth in Section 2 of the Request for Qualifications (RFQ) for the Project shall apply to this RFP process. The Design-Builder shall review the information, data, and documentation provided in the Design-Builder's Statement of Qualification (SOQ) and changes shall be identified in the Proposal; otherwise the information, as previously submitted, will be deemed complete and accurate.

- 2.2 As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City’s expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.
- 2.3 The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City’s EOCP requirements included in the Contract Documents.
- 2.4 The City has determined a **10% mandatory** subcontracting participation of which **5% shall be SLBE-ELBE** subcontractors. The City has also determined a **voluntary subcontractor participation of 10%**, equating to **20% in total**, to enhance competition and maximize subcontracting opportunities. Percentages are based on the Contract Price.

The Proposal shall be deemed **non-responsive** if it fails to meet the mandatory subcontracting participation shown above on the Subcontractor and Supplier listings submitted with the Bid or:

- a) to submit good faith effort documentation within 1 Working Day after the Public Ranking Meeting if Contractor fails to meet the SLBE-ELBE mandatory participation percentages or
- b) to provide a guarantee in the form of a commitment letter to the satisfaction of the City that the mandatory participation percentages will be met after the Award. After Award, a construction NTP will not be issued until the Contractor has met the subcontracting participation percentages stated in the commitment letter. **No points will be granted for commitment letter. Failure to meet the committed subcontractor participation percentage as promised in the required letter will be considered a breach of contract.**

The Design-Builders’ commitment to the City’s principles of equal opportunity in achieving the desired subcontractor participation levels will be evaluated as specified in the RFP. See Attachment B, “Proposal Submittal Requirements and Selection Criteria” for more information.

3.0 **PROJECT BACKGROUND AND DESCRIPTION**

See Attachment A.

4.0 **SCOPE OF WORK AND SERVICES**

Work and Services required of the Design-Builder include those during design, construction. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction of the Project, as described in Attachment ‘A’.

5.0 SELECTION PROCESS

Each Design-Builder shall submit separate “Technical” and “Price” Proposals as described in this RFP.

5.1 Technical Proposal Requirements

5.1.1 Failure to comply with this section will render the Design-Builder’s submittal invalid and disqualify it from this selection process.

5.1.2 The Technical Proposal shall be concise and well organized and shall demonstrate the Design-Builder’s qualifications and experience applicable to the Project. Type size and margins for text pages shall be in accepted standard formats for desk top publishing and word processing and result in no more than 500 words per page. The Proposal shall be submitted in a single comb binder. 3-ring binders or hard covered binders will not be accepted.

NOTE: A cover letter may be submitted but SHALL not contain any information that is a required element of the Technical Proposal (i.e. acknowledgement of addenda)

5.1.3 The Design-Builder shall certify that the documentation required under the Work Force Report and Equal Employment Opportunity (EEO) Plan and the Subcontractor Documentation of the RFQ remains correct and accurate. If any changes or modifications are required to the aforementioned documents, they shall be documented in the Work Force Report and EEO Plan forms included in the Contract Documents as attachments and submitted with the Proposal.

The EOCP information not revealing the Contract Price shall be submitted with the Technical Proposal.

5.1.4 The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in Attachment B. The contents of the Proposal shall be organized consistent with the Attachment B.

5.2 Price Proposal Requirements

5.2.1 One executed original, clearly marked on the cover, of the Price Proposal shall be submitted in a separate sealed envelope. Refer to Attachment ‘D’ of this RFP for the Price Proposal form to be used.

5.2.2 The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

5.2.3 The lowest proposed price is not the determining factor for award of this contract. See Attachment ‘B’ for criteria from which the proposals will be evaluated.

- 5.2.4 In case of discrepancies, written numbers will govern over numerical. The summation of all lump sum, unit prices, allowances and any other priced items will govern over the total price in case of discrepancies between the two.
- 5.2.5 Certain EOCP information (i.e., Subcontractors and Suppliers listings) that indicates the dollar value of the portions of the work to be performed by the Subcontractors and Suppliers shall be submitted as part of the Price Proposal.

5.3 Submittal Requirements

5.3.1 Technical Proposal

- 5.3.1.1 The Technical Proposal shall be received no later than the time and date shown on the cover of this RFP.
- 5.3.1.2 One executed original, clearly and conspicuously marked on the cover, and 6 copies are to be submitted in a sealed package marked “Technical Proposals” clearly and conspicuously in its face. The following information will be clearly marked on the outside of each package:

Name of Design-Builder
 Project Title
 “Technical Proposal” Package Number (e.g., 1 of 16, 2 of 16, etc.)
 Marked “CONFIDENTIAL” (in red)

- 5.3.1.3 The Technical Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

 The Design-Builder shall provide the names of the principal individual owners of the firm. In the event the firm is employee owned or publicly held, then the fact shall be stated and the names of the firm’s principals or officers shall be provided.
- 5.3.1.4 Failure to comply with the requirements of this RFP may result in disqualification.
- 5.3.1.5 Technical Proposals and modifications thereto received subsequent to the hour and date specified above will render the Design-Builder’s submittal invalid and will cause its disqualification from this selection process.
- 5.3.1.6 Proposals that deviate from the RFP and Bridging Documents supersede the RFP in accordance with 2-5.2, “Precedence of Contract Documents.”

Design elements which deviate from the scope of Work, City’s design guidelines, or material substitution which differs from the Approved Material List shall be highlighted in accordance with Attachment B, “Exception to this RFP” of the Proposal and brought to City’s attention during the presentation and interview.

5.3.1.7 Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to the Proposal due date. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to City's online service(s) e.g., e-Bidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents).

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

5.3.2 Price Proposal

5.3.2.1 The Price Proposal shall be submitted separately from the Technical Proposal and shall be received no later than the time and date shown on the cover of this RFP.

Submittal of the Price Proposal after the date stipulated in this section will be cause for rejection of the entire Proposal and disqualification of the Design-Builder for this selection process.

5.3.2.2 The Price Proposal is to be submitted in sealed packages with the following information clearly marked on the outside of each package:

Name of Design-Builder
Project Title
"Price Proposal" Marked "CONFIDENTIAL" (in red)

5.3.2.3 Failure to comply with the requirements of this RFP may result in disqualification.

5.3.2.4 Price Proposals or modifications thereto received subsequent to the hour and date specified above will render the Design-Builder's submittals invalid and will cause their disqualification in the selection process.

5.4 Review of Technical Proposal

5.4.1 Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.

5.4.2 Subsequent to receipt, the City will provide written notice of the schedule for technical presentations. This schedule will be on a "random draw" basis and has no bearing on the potential for award.

5.5 Technical Presentation

5.5.1 The interview will consist of a (30) minute presentation by the Design-Builder and (30) minutes of questions by the Panel. The presentation shall be presented by the Design-Builder’s key personnel who will be continuously involved on site or in San Diego, in relative proportion to their level of involvement. Based on the Design-Builder’s Proposal, interview and the Project’s Evaluation Criteria, the Panel will rank the Design-Builder’s of its qualifications.

5.5.2 The Design-Builders are responsible for bringing any and all equipment and materials that are required for the presentation. The City will not provide any equipment or materials for presentations.

5.6 Final Selection (Adjusted Low Bid)

5.6.1 The ranking of each Design-Builder during the Technical Proposal review and the Interviews will serve as a divisor of the Price Proposal submitted thereby determining weighted price.

5.6.2 Selection will be based on “Adjusted Low Bid”. Following review of the Technical Proposals and the oral presentations/interviews, the resulting qualitative evaluation scores will be totaled on a scale of 0 to 100, and will be converted to a decimal (e.g., score of 85 is written as 0.85). After the scores have been calculated, each Design-Builder’s price envelope will be opened. The price will be divided by the score (expressed as a decimal) to yield the “Adjusted Low Bid”. The lowest adjusted bid will be recommended for Contract award. The adjustment to the Price Proposal is for selection purposes only. The Price Proposal as submitted is the actual Contract Price.

The following example summarizes and illustrates the process:

Design-Builder	Qualitative Score (100 Maximum)	Price Proposal	Adjusted Price *
A	0.85	\$1,000,000.00	\$1,176,471
B	0.95	\$1,300,000.00	\$1,368,421
C	0.65	\$900,000.00	\$1,384,615

* The adjustment to the Proposal is for selection only. Firm “A” has Adjusted Lowest Bid. The Price Proposal is the actual Contract amount.

5.6.3 The Design-Builders will be notified in writing of the City’s final decision.

6.0 POLICIES, PROCEDURES AND GUIDELINES

6.1 The Program’s Selection Process is based on the policies, procedures and guidelines contained in the City Municipal Code Chapter 2, Article 2, Division 33.

- 6.2 A Ranking Panel (Panel) will be established for this project and will include representatives from the City and may include other interested parties (e.g., Participating Agencies, representative from the Community at Large, as required and other agencies e.g., the State Water Resource Control Board, etc.).
- 6.3 The Panel will review all proposals received and when required interview each Design-Builder in accordance with Attachment ‘B’ of this RFP. Based on the Design-Builder's Proposal, interview and the Project’s Evaluation Criteria, the Panel will rank the Design-Builders as to qualifications in a public meeting. The Panel will forward its ranked listing of Design-Builders to the Mayor or designee. The public meeting will be held at **2:30 PM** at Purchasing & Contracting Department (P&C), 1200 Third Avenue, Suite 200, San Diego, California, 92101 as scheduled in Section 8.
- 6.4 The Mayor or designee will make the final recommendation to City Council concerning the proposed agreement. The City Council has the final authority to approve the Contract.

7.0 EVALUATION CRITERIA

The evaluation criteria and the respective weights that will be given to each criterion are attached as Attachment ‘B’.

8.0 SELECTION AND AWARD SCHEDULE

The City anticipates that the process for selecting a Design-Builder, and awarding the contract, will be according to the following tentative schedule:

8.1	Pre-Proposal Meeting	October 6, 2011
8.2	Proposal Due Date	October 20, 2011
8.3	Interviews	November 7, 2011
8.4	Public Ranking Meeting	November 10, 2011
8.5	Selection and Notification	December 12, 2011
8.6	Receipt of Bonds and Insurance Certificates	January 17, 2012
8.7	Notice to Proceed	April 9, 2012

9.0 PRE-PROPOSAL ACTIVITIES

9.1 Questions Concerning RFP

All questions regarding the RFP shall be presented in writing to the PM at the USPS or the e-mail address identified on the cover sheet of the RFP.

9.2 Pre-Proposal Meeting

A Pre-Proposal meeting will be held on **October 6, 2011** from 10:00 AM to 11:00 AM, at 1200 Third Avenue, Suite 200, large conference room, San Diego, CA, 92101. All potential responders are required to attend. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to this RFP. It is not necessary for all members of a Design-Builder’s team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be held accountable for receiving and applying all information discussed at the Pre- Proposal Meeting.

Bid shall be considered **non-responsive** if the Design-Builder fails to attend the Pre-Proposal Meeting as evidenced by the City’s meeting sign-in sheet when such a meeting has been specified to be required.

9.3 Revision to the RFP

The City reserves the right to revise the RFP prior to the date that Proposals are due. Revisions to the RFP will be mailed to all RFP holders. The City reserves the right to extend the date by which the Proposals are due.

10.0 SPECIAL CONDITIONS

10.1 Reservations

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for Work.

10.2 Public Records

After the selection process is complete and a contract is signed between the City and the winning Design-Builder, all Proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public view.

10.3 Right to Cancel

The City reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Design-Builders will be notified in writing by the City.

10.4 Additional Information

The City reserves the right to request additional information or clarifications from or interview any or all Design-Builders.

10.5 Public Information

Release of Public Information - Selection announcements, contract awards, and all data provided by the City shall be protected from public disclosure. Design-Builders desiring to release information to the public, shall receive prior written approval from the City.

10.6 Changes to Key Personnel and Substitution of Subcontractors

10.6.1 The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its SOQ and Proposal without the written consent of the City.

10.6.2 The Design-Builder shall not change or substitute any material, Supplier Subconsultants, or Subcontractor identified in its SOQ and Proposal without written consent of the City.

10.7 Use of Reference Documents and Pre-Design Reports

10.7.1 The City has made available As-Built Plans and Reference Documents related to the Project. Use of these reports shall be for general project background information only, and shall be used at the Design-Builder's risk. No responsibility is assumed by the City for the completeness or accuracy of these reports.

10.7.2 The following documents are attached to the Scope of Work (Attachment 'A'):

- a. Report of Geotechnical Investigation Catalina Standpipe Retrofit Project
- b. Catalina Blvd. Planning Study dated February 2010
- c. Lease Agreements between the City of San Diego and other agencies
- d. Catalina Standpipe Renovation, Volume 2 – Drawings 100% Submittal

10.8 Use of Computer Aided Drafting and Design (CADD)

The Design-Builder shall use CADD. CADD drawings, figures, and other work shall be produced by the Design-Builder using MicroStation software. Conversions of CADD work from any other non-standard CADD format to City standard MicroStation format shall not be acceptable in lieu of this requirement. Refer to City's CADD Standards for detailed requirements.

10.9 Scheduling and Management Reporting Systems

The Design-Builder will be required to use the latest version of the Primavera Project Management and Scheduling Software or equal.

10.9.1 The City will require the Design-Builder to submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project.

10.9.2 The Design-Builder shall anticipate that the development of this schedule will require at least 3 steps; (1) development of a work breakdown structure by the Design-Builder and submittal to the City for review; (2) development of interface procedures (and software, if necessary) to communicate from the Design-Builder's computer networking software to the City's networking software (Primavera), and (3) development of an activity network for submittal to the City for review and concurrence.

10.9.3 The Design-Builder will be required to furnish activity status and network updates on disks in a format that will interface with the City's scheduling system. The City will utilize the schedule information supplied by the Design-Builder in to review progress payments and to monitor the progress of the project against the agreed schedule requirements.

10.10 Project Schedule

10.10.1 The City has established the following tentative milestones for the Project:

- | | |
|--|-----------------|
| a. Approve project schedule (Primavera) | June 8, 2012 |
| b. Begin 12-month Extended Performance Phase | July 22, 2013 |
| c. Issue Notice of Completion | October 9, 2013 |

For the Contract Time refer to Contract Front End Volume 1, Invitation to Bids (see Attachments).

10.11 Acknowledgement of Addenda

The Design-Builder shall confirm in its Proposal the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, will result in the Proposal being considered **non-responsive** and ineligible for further consideration.

10.12 Additional Special Conditions

The Design-Builder shall extend to the City a Proposal validity period not to exceed 120 calendar days without the written consent of the City and the Design-Builder. The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which would be adjusted as mutually agreed upon by the City and the Design-Builder. The Design-Builder, by submitting a response to this RFP, agrees to provide the Proposal team and services for the terms and conditions noted in this RFP and its attachments, if awarded by the City.

10.13 The agreement, terms and conditions are included in The City's Front End Contract Documents Volume 1 and 2, The GREENBOOK Part 1, and The WHITEBOOK e.g., the City Supplement.

ATTACHMENT A

**PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND
BRIDGING DOCUMENTS**

ATTACHMENT A

PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS

ENGINEERING & CAPITAL PROJECTS DEPARTMENT

1.0 **Project Description:**

The project is located on the 200 block of Catalina Boulevard, in Point Loma. The City of San Diego is proposing to replace the existing 1.5 MG standpipe with a new 2.0 MG welded steel standpipe.

2.0 **Scope of Work:**

The scope of services shall include, but is not limited to:

2.0 MG Standpipe. The Catalina Standpipe Replacement project consists of the design and replacement of the existing 1.5 MG standpipe with a new 2.0 MG above ground welded steel standpipe, in accordance with the City of San Diego Water Utilities Approved Material List and Water Department Guidelines and Standards, Books 1 through 7.

The Design-Builder shall analyze the replacement location and additional location alternatives within the property, identifying the preferred location with supporting reasons. The new standpipe shall be constructed in the same parcel of land as the existing standpipe. The Design-Builder shall design the foundation pad and standpipe to comply with all applicable City of San Diego building codes as adopted from the State of California IBC, including the seismic design requirements of those codes, together with any modifications of those codes as adopted by the City of San Diego, and the City of San Diego Water Storage Capacity. The site of the existing Catalina standpipe shall be kept free of all improvements, above and below ground level, to allow the site to be utilized at an unknown time in the future for the construction on that site of a duplicate of the standpipe to be constructed in this work.

The dimensions of the new tank are:

- Diameter of 70'
- Water depth (H) of 71'

The water depth of the new standpipe shall be the same as the depth of the existing standpipe. Separate inlet and outlet piping shall be installed; the inlet piping should discharge at the top of the standpipe and the outlet piping should suction from the bottom. The new inlet and outlet piping shall be 24-in in diameter. All associated standpipe inlet and outlet piping shall be furnished by the Design-Builder including, but not limited to, overflow pipe, valves, appurtenances, couplings, meters, control valve vaults, drain pipes, etc.

Standpipe appurtenances such as inside and outside ladders, manholes, ventilators, etc, shall be provided by the Design-Builder. New vaults shall be designed and constructed to sustain H-20 loadings. In addition, Design-Builder shall install approximately 200 linear feet of new 20-in steel pipe including trenching up to 12-ft in depth from Catalina Boulevard to the Navy Meter and Backflow Assembly to connect to the existing potable waterline. When installing the 20-inch pipe, the Contractor shall protect the existing wall and hedge in place. Refer to Exhibit A for the location of the proposed piping.

The existing standpipe cannot be taken out of service for more than a month during the construction of the replacement standpipe. The Design-Builder shall coordinate standpipe shutdown with City operations staff when shutdown is required.

A new access road should be laid around the entire perimeter of the new standpipe. The minimum width of the road shall be 10' based on the Facility Design Guidelines Section 5.4.1.A. Access and Parking. The preferred width for the access road is 12'.

Mixing of water shall be accomplished by means which require no moving parts, no electricity, and no instrumentation & control. A system such as Tideflex System, or an approved equal, should be used to further help with mixing of the water.

Lease Agreements. Copies of the lease agreements between the City of San Diego and other agencies of portions of the site have been attached as an appendix to the bridging documents. Contractor shall coordinate with the City of San Diego, San Diego Metropolitan Transit System, Verizon Wireless (VAW) LLC, and New Cingular Wireless PCS, LLC for the reassignment of space and relocation of their facilities on the site of the proposed tank. San Diego Metropolitan Transit System operates an equipment shelter located easterly of the City's lattice antenna tower. Verizon's telecommunications equipment is located outside of the existing fence in the southern part of the site. Cingular's telecommunications equipment is located in the northeast part of the site, approximately 15' away from the existing tank. The existing standpipe is used by Cingular to mount antennas for their facility on this site. The Design-Builder shall make arrangements with Cingular to remove their antennas and remount them on a new tower. Cingular shall not be allowed to remount their antennas on the new standpipe constructed in this work. Cingular's lease agreement with the City of San Diego is included in the Appendices of these bridging documents.

The Design-Builder shall coordinate with the leasing agencies and discuss the possible relocation (if necessary) of their existing facilities to accommodate the new tank based on the terms of the lease agreements. Lease agreement documents have been included in these set of bridging documents as an attachment.

Monitoring and Communications. All existing monitoring and communications equipment and instruments including, but not limited to, level sensors, pressure transducers, altitude valves, radio antennas, transmitters etc. shall be furnished by the Design-Builder and shall be installed to replicate existing operations. No antennas or other communications equipment shall be mounted on the new tank.

Environmental Constraints. Torrey Pine Trees exist on the site. Construction of the new standpipe may require their relocation/replacement/demolition in accordance with regulations. All work related to the Torrey Pines on this site shall be coordinated with the City of San Diego's Urban forestry Program staff. No trees supporting active raptor nests shall be removed during the breeding season (January through June).

Noise generating construction activities for the proposed project are limited to the hours of 7 AM to 7 PM. Construction activities shall comply with the City of San Diego's noise Ordinance, which stipulates a not-to-exceed average hourly noise level of 75 dBA during a 12-hour period, between 7 AM to 7 PM.

3.0 Reference Standards:

1. STANDARD SPECIFICATIONS

Document No.	Filed	Description
PITS0504090	05-04-09	Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition
PITS09011001	09-01-10	City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update*
AEC1231064	12-31-06	California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006)
769023	09-11-84	Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause

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

2. STANDARD DRAWINGS

Document No.	Filed	Description
PITS09011002	09-01-10	City of San Diego Standard Drawings *
N/A	Varies	City Standard Drawings - Updates Approved For Use (when specified)*
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans

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

3. 2002 City of San Diego Water Department Design Guidelines, Books 1 through 7

4. Nov. 2009 Public Utilities Department, Approved Materials List

**ATTACHMENT C
CONTRACT FRONT END VOLUME 1**

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Dwayne Abbey, 600 B Street, Suite 800, MS 908A, San Diego, CA 92101
E-mail: DAbbey@sandiego.gov, Phone (619) 533-5154, FAX (619) 533-5278

BD/RIR

CONTRACT DOCUMENTS



FOR

CATALINA STANDPIPE RENOVATION DESIGN-BUILD CONTRACT

VOLUME 1 OF 2

RFQ NO.: As-Needed Design-Build Services for the E&CP Department- 4784DB
RFP NO.: 5209A
TASK ORDER NO.: L1-6
BID NO.: K-12-5209-DBA-C-A
SAP (WBS/IO/CC NO.): B-00155
CLIENT DEPARTMENT: 2013
PROJECT TYPE: BL

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

((((((((((((((((((((ATTENTION))))))))))))))))))

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

- 1) **Equal Opportunity Contracting Program Requirements** - This Contract Document sets forth the standard requirements for the City’s equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.

- 2) **City Supplement** – The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction (“The GREENBOOK”), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

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

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

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

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REQUIRED DOCUMENTS SCHEDULE

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

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

ITEM	WHEN	BY	WHAT	FORMS ARE DUE WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
1.	BID DUE DATE/TIME	ALL BIDDERS	Price Proposal Form		√
2.	BID DUE DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	√	
3.	BID DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions	√	
4.	BID DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance	√	
5.	BID DUE DATE/TIME	ALL BIDDERS	Form AA05 – Design-Build List of Subcontractors		√
6.	BID DUE DATE/TIME	ALL BIDDERS	Form AA15 - Design-Build List of Subcontractors	√	
7.	BID DUE DATE/TIME	ALL BIDDERS	Form AA25 - Design-Build Named Equipment/Material Supplier List		√
8.	BID DUE DATE/TIME	ALL BIDDERS	Form AA30 - Design-Build Named Equipment/Material Supplier List	√	
9.	BID DUE DATE/TIME	ALL BIDDERS	Form BB05 – Work Force Report	√	
10.	BID DUE DATE/TIME	ALL BIDDERS	* Subcontractor commitment letter	√	
11.	WITHIN 1 WORKING DAY OF PUBLIC RANKING MEETING	ALL BIDDERS	Form AA60 – List of Work Made Available	√ (if submitted with the Proposal)	
12.	WITHIN 1 WORKING DAY OF PUBLIC RANKING MEETING	ALL BIDDERS	* SLBE-ELBE Good Faith Documentations	√ (If submitted with the Proposal)	
13.	WITHIN 10 WORKING DAYS OF BID OPENING	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.		

REQUIRED DOCUMENTS SCHEDULE

ITEM	WHEN	BY	WHAT	FORMS ARE DUE WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
14.	WITHIN 10 WORKING DAYS OF BID OPENING	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: o Joint Venture Agreement o Joint Venture License		
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement		
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms – Performance Bonds and Labor and Materialmen’s Bond		
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Insurance e.g., certificates of insurance and endorsements		
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	ALL BIDDERS	Contractor/Vendor Registration Form		
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace		
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act		
21.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance		
22.	BY 5th OF EACH MONTH	CONTRACTOR	CC20 - Monthly Employment Report		
23.	BY 5th OF EACH MONTH	CONTRACTOR	CC25 - Monthly Invoicing Report		
24.	PRIOR TO ACCEPTANCE	CONTRACTOR	CC10 - Contract Change Order (CCO)		
25.	PRIOR TO ACCEPTANCE	CONTRACTOR	CC15 - Final Summary Report		
26.	PRIOR TO ACCEPTANCE	CONTRACTOR	Affidavit of Disposal		

((((((RECENT CHANGES))))))

The Bidder’s attention is directed to some of the recent changes in the City’s standard Contract Documents. The list is not exhaustive and is provided for the convenience of the Bidders. It highlights what could possibly be of importance to most users. The Bidders are still required to review and become familiar with entire Contract Documents for the purpose of bidding.

	HEADING/TOPIC	SECTION	REMARKS
1	Equal Benefits	Instruction to Bidders	New ordinance
2	Pledge of Compliance	Instruction to Bidders	New ordinance
3	EOCP Forms	EOCP	Simplified/updated forms
4	Subcontractor Requirements	SSP, subsection 2-3.4	Additional license requirements
5	Trade Names or Equals	SSP, subsection 4-1.6.	Detailed specifications for substitution requests
6	Extended Warranty	SSP, subsection 6-8.3	New contact/bond requirements for the extended warranty periods
7	Open Trench Installations	SSP, subsection 306-1.6	Basis of payment revised
8	Pre-award Submittals	SSP, subsection 500-1.1.2.1	Experiences requirements
9	Work Involving The City Forces	SSP, SECTION 700	Revised roles and responsibilities of various field works by the City Forces and the Contractors
10	Water Discharges	SSP, subsection 805-2.7.	Revised base of payment for contaminated water work
11	Policies and Procedures.	SSP, subsection 7-3.1	Revised insurance policy

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

This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City’s EOCP Requirements included in the Contract Documents i.e., The WHITEBOOK. **The Bidder(s) is (are) required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.**

To the WHITEBOOK, GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS CONSTRUCTION CONTRACTOR REQUIREMENTS, Equal Employment Opportunity Outreach Program (A), DELETE in its entirety and SUBSTITUTE with the following:

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

To the WHITEBOOK, SLBE-ELBE PROGRAM REQUIREMENTS, Section VIII(2)(b), “What Are The Six Good Faith Efforts?” DELETE in its entirety and SUBSTITUTE with the following:

“Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 10 days before the Bid or Proposal closing date.”

To The WHITEBOOK, SLBE-ELBE PROGRAM REQUIREMENTS, Section VIII (3) and (4), DELETE in their entirety and SUBSTITUTE with the following:

- 3. Good Faith Effort Documentation Requirements

If the stated SLBE-ELBE goals are not met, the Bidder shall submit, within 1 day of the Public Ranking meeting, information necessary to establish adequate good faith efforts were taken to meet the contract goal. The required documentation includes:

- A. ADVERTISEMENT REQUIREMENTS

Advertisements for subcontract work must comply with the following requirements:

- 1. Advertisements must be placed at least 10 business days prior to proposal due date. Provide the names and dates of each publication of where the advertisement was published. *[Note: The advertisement is not required to be placed everyday for the 10 business days prior to proposal due date.]*

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

B. SLBE-ELBE WRITTEN SOLICITATION REQUIREMENTS

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

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

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

C. SLBE-ELBE WRITTEN SOLICITATION FOLLOW UP REQUIREMENTS

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

1. Follow up communications must start no less than 5 business days prior to bid opening.
2. Bidders must follow up with all SLBE-ELBE firms in writing. Bidders must provide copies of ALL written follow up notices with one of the following forms of verification that the follow up notices were sent: a) If mailed: provide copies of the metered envelopes or certified mail receipts b) If faxed: provide copies of the fax transmittal confirmation sheet(s) c) If emailed: provide copies of the email delivery confirmation sheet(s). No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

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

D. SUBCONTRACT AWARD SUMMARY

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

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

E. OUTREACH ASSISTANCE REQUIREMENTS

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

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

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

NOTE: Be careful when referring to "See Attachments" without providing explicit information where to find the material. Clearly identifying these items as Attachment A, Attachment B, etc. is suggested. Attachments may include, but are not limited to, copies of advertisements, solicitations and logs of telephone follow-ups, e-mail or fax receipts.

If there is a conflict between any of the Contract Documents, and this Special Notice, this Special Notice shall control.

Subcontractor Participation. The City has determined a **10% mandatory** subcontracting participation of which **5% shall be SLBE-ELBE** subcontractors. The City has also determined a **voluntary subcontractor participation of 10%**, equating to **20% in total**, to enhance competition and maximize subcontracting opportunities. Percentages are based on the Contract Price.

Pre-Proposal Meeting: A Pre-Proposal Meeting is scheduled for this contract as specified in the RFP. The purpose of this meeting is to inform prospective Bidder(s) of the submittal requirements and provisions relative to the SLBE Program. Bidder(s) is (are) strongly encouraged to attend the Pre-Proposal Meeting to better understand the Good Faith Effort requirements of this contract.

Mandatory Conditions: Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions.

1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
2. Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 1 Working Day of the Public Ranking meeting if the overall mandatory participation percentage is not met.

Resources: The current list of certified SLBE-ELBE firms can be found on the Equal Opportunity Contracting Program Department website.

CITY OF SAN DIEGO, CALIFORNIA

INVITATION TO BIDS

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

The Work shall be performed in accordance with:

- Design-Build Bridging Documents included as attachment to the RFP.

2. **LOCATION OF WORK:** The location of Work is Citywide unless specified otherwise as follows:

The project is located on the 200 block of Catalina Boulevard, in Point Loma.

3. **CONTRACT TIME:** The Work shall be completed within **300 Working Days** from the date of issuance of the Notice to Proceed (i.e., Design Notice to Proceed for Design-Build contracts).
4. **SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for the items of Work such as extended re-vegetation maintenance and monitoring and emulsion aggregate slurry shall be signed upon the request from the Engineer and prior to Acceptance. The signed agreements shall be accompanied by the evidence of separate bond (i.e., labor and materials) and insurance (i.e., Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Workers' Compensation Insurance) as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.
5. **WAGE RATES:** Prevailing wages are not applicable to this project unless specified otherwise on the cover page of these specifications and when included in these specifications. See Funding Agency Provisions that follow this Invitation to Bid for more information.
6. **INSURANCE REQUIREMENTS:** Upon receipt of the City's Notice of Intent to Award letter, the Contractor will be asked to submit all certificates of insurance and endorsements to the City.

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

You must ensure all required insurance certificates and endorsements are submitted accurately and on time. Failure to provide the requisite insurance documents by the date stated in the City's Notice of Intent to Award will result in delay of contract award and may result in annulment of the contract award or other more severe sanctions as provided in the City's Municipal Code §22.0807(e),(3)-(5).

Hildred Pepper, Jr. - Director
Purchasing & Contracting Department

INSTRUCTIONS TO BIDDERS

- 1. PREQUALIFICATION OF CONTRACTORS:** The contractor(s) who intend to submit Bid or Proposal in response to this invitation to bid, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for the City estimated Contract Price or the specified Task Order limits prior to the date of Bid submittal.

For Design-Build As-Needed contracts, if the total active work issued would limit the RFP for a new Task Order authorization to only 1 eligible firm of the short-listed firms, thus creating a non-competitive situation, that Task Order authorization(s) will be held until enough active work is deemed by the City to be completed and closed, thereby creating available eligibility for competition, or the City at its sole discretion can advertize a new open RFP for the needed project requirement.

Bids from contractors who have not been pre-qualified as applicable, and Bids that exceed the maximum dollar amount at which contractors are pre-qualified, will be deemed **non-responsive** and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

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

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

- 2. CONTRACTOR/VENDOR REGISTRATION:** Prospective bidder(s) as well as existing contractors and vendors are required to complete and submit the Contractor/Vendor Registration form. Registration will be a prerequisite for the following:
 - a) Submission of future contract or subcontract bids for City projects;
 - b) Acceptance of all future contractor and vendor bills and invoices to the City and;
 - c) Award of all future contracts issued by the City.

Contractor/Vendor Registration shall remain valid for 2 years from the date the registration form is submitted, and must be renewed at that time.

It shall be the Contractor's responsibility to obtain from all its proposed Subcontractors and Suppliers the Contractor/Vendor Registration form at time of notice of intent to award. Failure to do so may result in delay of NTP and/or impact on first payment. Electronic copy of the Contractor/Vendor Registration form is available for download from the following site: <http://www.sandiego.gov/purchasing/vendor/index.shtml>.

- 3. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.

4. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitation to Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
5. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
6. **SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
7. **AWARD PROCESS:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

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

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

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

- 11. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 1 Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf.
- 12. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 13. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

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

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

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

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

14. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):

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

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

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

15. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

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

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

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

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

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

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

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

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

- 17. THE CONTRACT:** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working Days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 10 Working Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

19. DRUG-FREE WORKPLACE:

a) General:

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

b) Definitions:

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

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

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

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

c) City Contractor Requirements:

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

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

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

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

Questions about the City's Drug-free Workplace Policy shall be referred to the Director, Purchasing & Contracting Department.

20. AMERICANS WITH DISABILITIES ACT:

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

b) Definitions:

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

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

c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.

- i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
- iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.

21. CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE: This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

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

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

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf

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

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

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

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

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

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

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

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

- 24. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of §§1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

- 25. EQUAL BENEFITS:** This contract is subject to the City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

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

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

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

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

26. LIMITED COMPETITION: Contracts designated with a Bid number beginning with "L" may only be bid by the Contractors on the approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.

27. PRE-AWARD ACTIVITIES:

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

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

CONTRACT FORMS AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this ___ day of ___, 20 ___, by and between The City of San Diego [City], a municipal corporation, and **[INSERT NAME OF DESIGN-BUILDER FIRM]** [Design-Builder], for the purpose of designing and constructing the **Catalina Standpipe Renovation Design-Build Contract [PROJECT]** in the amount of _____ (\$ _____). City and Design-Builder are referred to herein as the “Parties.”

RECITALS

- A. City desires to construct the Project located in the City of San Diego, California.
- B. City desires to contract with a single entity for design and construction of the Project, as set forth in this agreement.
- C. The City has issued a Request for Proposals [RFP] for [K-12-5209-DBA-C-A] pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this agreement.
- G. Execution of this agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

INTRODUCTORY PROVISIONS

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. All Exhibits referenced in this agreement are incorporated into the Contract by this reference.
- C. This agreement amends the Standard Specifications for Public Works Construction [The GREENBOOK], including supplement amendments set forth in the City of San Diego Supplement [City Supplement]. All changes and or additions are stated herein and all other provisions remain unchanged.

**CONTRACT FORMS (continued)
AGREEMENT**

IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. R - _____ or Municipal Code _____ authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By _____

By _____

Print Name: Downs Prior
Principal Contract Specialist
Mayor or designee

Print Name: _____
Deputy City Attorney

Date: _____

Date: _____

CONTRACTOR

By _____

Print Name: _____

Title: _____

Date: _____

City of San Diego License No.: _____

State Contractor's License No.: _____

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

_____, a corporation, as principal, and _____, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of _____ for the faithful performance of the annexed contract, and in the sum of _____ for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Catalina Standpipe Renovation Design-Build Contract, Bid Number K-12-5209-DBA-C-A**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

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

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

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

Dated _____, 2_____

Approved as to Form and Legality

Principal

By _____

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By _____
Deputy City Attorney

Surety

By _____
Attorney-in-fact

Approved:

Local Address of Surety

Mayor or Designee,

Local Address (City, State) of Surety

Local Telephone No. of Surety

Premium \$ _____

Bond No. _____

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Catalina Standpipe Renovation Design-Build Contract

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

(Name under which business is conducted)

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

Signed _____

Printed Name _____

Title _____

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Catalina Standpipe Renovation Design-Build Contract

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

(Name under which business is conducted)

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.

Signed _____

Printed Name _____

Title _____

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Catalina Standpipe Renovation Design-Build Contract

I declare under penalty of perjury that I am authorized to make this certification on behalf of _____, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

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

Dated this _____ Day of _____, 2_____.

Signed _____

Printed Name _____

Title _____

AFFIDAVIT OF DISPOSAL

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

Catalina Standpipe Renovation Design-Build Contract
(Name of Project or Task)

as particularly described in said contract and identified as Bid No. **K-12-5209-DBA-C-A**; WBS No. **B-00155**; and **WHEREAS**, the specifications of said contract require the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, 2_____.

_____ Contractor
by

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

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

STYLE OF SPECIFICATIONS

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

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

PART 1 – GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

Agency – ADD the following:

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

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

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

Notice of Completion (NOC) – ADD the following:

See California Civil Code section 3093.

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

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

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

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

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

Task – See Task Order.

DELETE the following definitions in their entirety and SUBSTITUTE with the following:

Task Order – For or As-Needed contracts, a project assigned to a specific As-Needed contract which will be constructed by the Contractor in accordance with the terms of the As-Needed contract to which it is assigned.

Task Order Authorization - For As-Needed contracts, the documents transmitted by the City to the Contractor which indicate the work instructions, scope of work, and time duration allotted for a particular As-Needed Task or Project.

Task Order Proposal - For As-Needed contracts, the Contractor’s irrevocable offer to perform Work associated with a Task Order and refers to the Contractor’s quote for a firm fixed-price and schedule for the completion of specified Scope of Work. The Contractor’s Proposal shall be on electronic forms provided by the City and in an electronic version compatible with the City’s systems. The Proposal Submittal may also require a work schedule, EOC forms, or other such documentation as the City might require for a specific Task Order.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

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

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

2-3.1.2 Subcontractor List. ADD the following:

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

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

The Contractor shall perform, with its own organization, Contract work amounting to at least 25 percent of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

2-3.3 Status of Subcontractors. ADD the following:

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

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

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

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

2-5.4.1 General. ADD the following:

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

2-5.4.2 Asset Specific Red-lines (d). ADD the following:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Plans.

2-5.5 As-built Drawings. ADD the following:

As-built Drawings shall be the responsibility of the Contractor.

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

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

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

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

2-11 INSPECTION. ADD the following:

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

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

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

SECTION 3 – CHANGES IN WORK

3-3.2.2 Basis for Establishing Costs (a) Labor, City Supplement, first and second paragraphs, DELETE in entirety and SUBSTITUTE with the following:

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

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

SECTION 4 - CONTROL OF MATERIALS

4-1.3.5 Special Inspections. To the City Supplement, ADD the following:

Special Inspection and testing by the Special Inspectors shall meet the minimum requirements of the prevailing Codes and by the City's Development Services Department (DSD) and reference in <http://www.sandiego.gov/development-services/industry/special.shtml>

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

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

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

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

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

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

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

ADD the following:

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

- a) The Contractor shall submit its list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 15 Working Days after the determination of the Apparent Low Bidder** and on a City form when provided by the City.
- b) The request for substitution shall include the following information:
 - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
 - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 - iii. All variations of the proposed substitute from the items originally specified will be identified.
 - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City’s review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor’s expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

- f) The lack of action(s) on the Engineer's side within the Contractor's requested time shall not constitute acceptance of the substitution.
- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.
- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
- l) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.2 Commencement of Work. To the City Supplement, DELETE the following:

1st sentence of the 2nd paragraph and the 5th paragraph in its entirety.

6-8.3 Warranty. ADD the following:

Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents. The Contractor shall provide the Engineer with all manufacturers' warranties upon Substantial Completion.

These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

ADD: 6-8.4 Latent and Patent Defect Warranty. For Design-Build contracts, the Contractor shall warrant to City that the construction, including all materials and equipment furnished as part of the construction, shall be free of latent and patent defects in materials and workmanship. The City will first provide the Contractor an opportunity to correct or replace any latent and patent defect at its own cost and expense, if notified by the City within 4 years after the date of Acceptance for patent deficiency and 10 years for a latent deficiency. If the Contractor fails to repair and replace the reported deficiency, the City will repair the deficiency and charge the Contractor for the repair.

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

MODIFY to increase the daily value from \$250 to \$2,500 per day.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

ADD:

7-3.1 Policies and Procedures.

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

ADD:

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

- a) Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- b) The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
- c) There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.

- d) All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

- a) You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles (“Any Auto”).
- b) All costs of defense must be outside the limits of the policy.

7-3.2.5 Contractors Builders Risk Property Insurance.

- a) You must provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance must be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits must be 100% of this contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.
- b) Insured property must include material or portions of the Work located away from the Site but intended for use at the Site, and must cover material or portions of the Work in transit. The policy or policies must include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies must cover the cost of removing debris, including demolition.
- c) The policy or policies must provide that all proceeds thereunder must be payable to the City as Trustee for the insured, and must name the City, you, Subcontractors, and Suppliers of all tiers as named insured. We as Trustee will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
- d) Any deductible applicable to the insurance must be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles must be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant must pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City must be entitled to 100% of its loss. You must pay the City any portion of that loss not covered because of a deductible, at the same time the proceeds of the insurance are paid to the City as trustee.
- e) Any insured, other than the City, making claim to which a deductible applies must be responsible for 100% of the loss not insured because of the deductible. Except as provided for

under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

ADD:

7-3.3 Rating Requirements.

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

7-3.3.1 Non-Admitted Carriers.

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

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

ADD:

7-3.4 Evidence of Insurance.

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

ADD:

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.

2. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) Your products, or (c) premises owned, leased, controlled, or used by you.

7-3.5.1.2 Primary and Non-Contributory Coverage.

The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of the Contractor's insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured.

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

7-3.5.5 Builders Risk Endorsements.

7-3.5.5.1 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.

7-3.5.5.2 Builders Risk – Partial Utilization. If we desire to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this contract, we will notify you and you must immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies must not be cancelled or lapse on account of any such partial use or occupancy. You must obtain the endorsement prior to our occupation and use.

ADD:

7-3.6 Deductibles and Self-Insured Retentions.

You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

ADD:

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

ADD:

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

ADD:

7-3.9 Excess Insurance.

Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

ADD:

7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance)

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

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

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

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

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

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

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

7-4.1.1 Waiver of Subrogation.

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

7-5 PERMITS, FEES, AND NOTICES. To the City Supplement, DELETE item e) in its entirety.

ADD: 7-6.2 Pre-construction Meeting. Prior to the commencement of any Work, the Engineer will schedule a pre-construction conference. The purpose of this conference is to establish a working relationship between the Contractor, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

7-8.6 Water Pollution Control. ADD the following:

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

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

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

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

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

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

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

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

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

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

Plates shall conform to the following:

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

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

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

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

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.
- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.
- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):

- i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
- ii. Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

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

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

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

7-13.2 Access for Disabled Persons. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

For Design-Build contracts, the Design-Builder shall warrant and certify that all Project Plans and Specifications prepared in accordance with this contract shall meet all current requirements of the California Building Code, California Code of Regulations, Title 24 (Title 24) and the Americans with Disabilities Act (ADA) and the ADA Standards for Accessible Design. When a conflict exists between the ADA Standards for Accessible Design, Title 24 and the WHITEBOOK - City Supplement, the most restrictive requirement shall be followed. As a condition precedent to Award of this contract, the Design-Builder shall submit to City the Design-Builder Certification for Title 24/ADA Compliance.

The Design-Builder shall comply with all portions of the ADA and Title 24. (For specific services and public accommodations, The Design-Builder may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. Department of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.) The Design-Builder acknowledges and agrees that the Design-Builder is aware of and will comply with Council Policy 100-04, incorporated herein by this reference, adopted by Resolution No. R-282153, relating to the federally-mandated ADA. The Design-Builder and contractors will be individually responsible for administering their own ADA and Title 24 program.

Code Implementation:

- a) The 2010 Americans with Disabilities Act (ADA) regulations will take effect on April 15, 2011.
- b) The 2010 ADA Standards for Accessible Design will take effect on April 15, 2012. Designers may choose either the 1991 ADAAG or the 2010 ADA Standards if the project is to be designed before the adoption date but all new construction and alteration projects must comply with the 2010 ADA Standards if construction is to start on or after April 15, 2012.
- c) The 2010 California Building Code, California Code of Regulations, Title 24 will take effect on January 1, 2011.

The Design-Builder shall pay all claims, costs, losses and damages incurred by the City in undertaking remedial action to correct City determined violations of ADA or Title 24. To effectuate remedial action, the City will issue a Change Order incorporating the necessary revisions in the Construction Documents. The City will be entitled to an appropriate decrease in the Contract Price, and, if the Parties are unable to agree as to the amount thereof, The City may unilaterally issue the Change Order.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 207 – PIPE

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

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

PART 3 – CONSTRUCTION METHODS

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

Second paragraph, DELETE in its entirety and SUBSTITUTE with the following:

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

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

ADD the following:

- a) The Unit Price bid for thrust and anchor blocks shall include the payment for the thrust blocks and anchor blocks for water main 16” and larger.
- b) Thrust blocks and anchor blocks for water mains 12” and smaller shall be included in the Bid item for water mains.

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

ADD: 306-13.2 Pipe Separations. Pipe installation shall be in compliance with the State's health standards for separation and the following:

- a) The Contractor shall notify the Engineer immediately if sewer and water pipes, whether existing or proposed, are found to be closer than 4' horizontally or 1' vertically.
- b) When a proposed water main is installed above an existing sewer main, no connection joints shall be within 8' outside the sewer main crossing on both sides.
- c) When a proposed water main is installed below an existing sewer main, no connection joints shall be within 10' of the sewer main crossing on both sides.
- d) When a proposed sewer main is installed above an existing water main, no connection joints shall be within 10' outside the water main crossing on both sides.
- e) When a proposed sewer main is installed below an existing water main, no connection joints shall be within 4' outside the water main crossing on both sides.
- f) Dimensions shall be measured from outside pipe wall to outside pipe wall.
- g) If 1' vertical separation cannot be maintained between proposed and existing utilities, 6" – 11" sand cushion per 200-1.5, "Sand" and 1" neoprene pad shall be installed as shown on Plans. The neoprene pad shall be 1" thick and wide enough to extend a minimum of 6" horizontally beyond the outside pipe wall. Neoprene pads shall have hardness between 50-70 durometers, as manufactured by Hoffmeyer Company, Industrial Rubber Supply, or approved equal. The neoprene pad shall be installed immediately below or on top of the existing utility. The sand cushion shall be placed between the neoprene pad and the proposed pipe.

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

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

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

APPENDIX A
FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
	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. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. FEE AND DEPOSIT SCHEDULES

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application For Fire Hydrant Meter

(EXHIBIT A)

For Office Use Only

Department: METER SHOP 619 527 7449
2797 Caminito Chollas • San Diego, California 92105-5097 • FAX 619 527 3125

NS Req:	Fac #:
Date:	By:

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

Fire Hydrant Location: (Attach detailed map, Thomas Bros. map location or construction drawing.)

Specific Use of Water:

Any return to Sewer or Storm Drain, if so, explain:

Estimated Duration of Meter Use: Check Box if Reclaimed Water

Company Information

Company Name:

Mailing Address:

City: State: Zip Code: Phone: ()

*Business License #: *Contractor License #:

*A copy of the Contractor's License and/or Business License is required at the time of meter issuance.

Name and Title of Agent: Phone: ()

Site Contact Name and Title: Phone: ()

Pager #: Cell: ()

Responsible Party Name: Title:

Social Security or Cal ID #: Phone: ()

Signature: Date:

Guarantees payment of all charges resulting from the use of this meter. Insures that employees of this organization understand the proper use of Fire Hydrant Meter.

Fire Hydrant Meter Removal Request

Check Box to Request Removal of Above Meter Requested Removal Date:

Provide current Meter location if different from above:

Signature: Title: Date:

Phone: () Pager: ()

For Office Use Only

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter		
CIS Account #:	Deposit Amount: \$	Fees Amount: \$	
Meter Serial #:	Meter Size:	Meter Make & Style:	
Backflow #:	Backflow Size:	Meter Make & Style:	
Name:	Signature:	Date:	

\$1,108.45 - FOR 24 HR INSTALLATION
 \$1,052.26 - FOR 48 HR INSTALLATION

FHM App Created: 11/2/00-htp

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO RETURN TO SEWER:

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

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

"Exhibit C"

Date

Name of Responsible Party
Company Name and address
Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter # _____ located at (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 refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

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

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

Sincerely,

City of San Diego Water Department



Fire Hydrant Meter Relocate/Removal Request

(EXHIBIT D)

For Office Use Only

NS Req:	FHM Fac #:
Date:	By:

Date:

Instruction: Complete pertinent information then FAX both form and map to (xxx) xxx-xxxx, mail, or hand-deliver to the City of San Diego, Water Department/Meter Shop at: 2707 Caminito Chollas San Diego, CA 92105

Meter Information

Billing Account #:	Requested Move Date:
Current Fire Hydrant Meter Location:	
New Meter Location: <i>(Attach a detailed map, Thomas Bros map location or construction drawing.)</i>	

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip Code:	Phone: ()
Name and Title of Requestor:			Phone: ()
Site Contact Name and Title:			Phone: ()
Pager #:			Cell: ()
Responsible Party Name authorizing relocation fee:			
Signature:	Title:	Date:	

Fire Hydrant Meter Removal Request

<input type="checkbox"/> Check Box to Request Removal of Above Meter	Requested Removal Date:	
Provide current Meter location if different from above:		
Signature:	Title:	Date:
Phone: ()	Pager: ()	

For Office Use Only

CIS Account #:	Fees Amount: \$		
Meter Serial #:	Size:	Make/Style	
Backflow #:	Size:	Make/Style	
Name:	Signature:	Date:	

FHM Relocate_Removal Form

FHM App Created: 11/2/00-htp

APPENDIX B

HYDROSTATIC DISCHARGE FORM

APPENDIX

Hydrostatic Discharge Requirements Certification (Discharge Events < 500,000 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. 2002-0020, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.swrcb.ca.gov/rwqcb9/board_decisions/adopted_orders/2002/2002_0020.shtml), and as follows:

Discharged water has been dechlorinated to below 0.1 (mg/l) level; and effluent has been maintained between 6 and 9 (PH) based on:							<i>is discharge within acceptable limits?</i>		<i>Comment</i>
Event #	Discharge Date & Amount (GAL)	Discharge Time	Meter Readings (at source)	Test Results (Chlorine / PH)	Name of Personnel Conducting Tests (print)	*signature of personnel	yes	no	
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
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	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						

**By signing, I certify that all of the statements and conditions for hydrostatic discharge events are correct.*

Project Name: _____

Work Order No.(s): _____

Have any thresholds have been exceeded? Per Order No. 2002-0020, would this be a reportable discharge and must be reported **within 24 hours** of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

APPENDIX C
SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC)											
City Purchase Order No.						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
CHANGE ORDERS											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Encrease bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
SUMMARY								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						Retention and/or Escrow Payment Schedule					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

ATTACHMENT D
CONTRACT FRONT END VOLUME 2

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Dwayne Abbey, 600 B Street, Suite 800, MS 908A, San Diego, CA 92101
E-mail: DAbbey@sandiego.gov, Phone (619) 533-5154, FAX (619) 533-5278

BD/RIR

CONTRACT DOCUMENTS



FOR

CATALINA STANDPIPE RENOVATION DESIGN-BUILD CONTRACT

VOLUME 2 OF 2

RFQ NO.: As-Needed Design-Build Services for the E&CP Department- 4784DB
RFP NO.: 5209A
TASK ORDER NO.: L1-6
BID NO.: K-12-5209-DBA-C-A
SAP (WBS/IO/CC NO.): B-00155
CLIENT DEPARTMENT: 2013
PROJECT TYPE: BL

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY

TABLE OF CONTENTS

Volume 2 - Bidding Documents

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

DESCRIPTION	PAGE NUMBER
1. Bid/Proposal	501 - 503
2. Contractor/Vendor Registration Form.....	504 - 507
3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	508
4. Contractors Certification of Pending Actions.....	509
5. Equal Benefits Ordinance Certification of Compliance	510
6. Design-Build Proposal.....	511
7. Price Proposal Forms (Design Build).....	512 - 513
8. Form AA05 – Design-Build List of Subcontractors.....	514
9. Form AA15 - Design-Build List of Subcontractors.....	515
10. Form AA25 - Design-Build Named Equipment/Material Supplier List.....	516
11. Form AA30 - Design-Build Named Equipment/Material Supplier List.....	517
12. Form AA60 – List of Work Made Available.....	518
13. Form BB05 – Work Force Report	519 - 521

BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Name of each member of partnership [indicate character of each partner, general or special (limited):

BIDDING DOCUMENTS

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

Full Name and Character of partner

(4) Place of Business (Street & Number) _____
(5) City and State _____ Zip Code _____
(6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted _____

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

(Signature)

(Printed Name)

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of _____
(4) Place of Business (Street & Number) _____
(5) City and State _____ Zip Code _____
(6) Telephone No. _____ Facsimile No. _____

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the “**INVITATION TO BIDS**”, the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION _____

LICENSE NO. _____ EXPIRES _____, 2 _____

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): _____

E-Mail Address: _____

BIDDING DOCUMENTS

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature _____ Title _____

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____, 20____.

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

(NOTARIAL SEAL)



City of San Diego
Purchasing & Contracting Department
Contractor/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID: []

[ID Number will be provided by City]

Firm Info:

Firm Name: []
(as reported on W9)

Firm Address: []

City: [] State: [] Zip: []

Phone: [] Fax: []

Taxpayer ID: [] Business License: []

Website: []

Contact Info:

Contact Name: []

Title: []

Email: []

Phone: [] Cell: []

Alternate Address (if different from above) **to Receive Remittance:**

Mailing Address: []

City: [] State: [] Zip: []

Alternate Address (if different from above) **to Receive Bid/Contract Opportunities:**

Mailing Address: []

City: [] State: [] Zip: []

Contractor/Vendor Registration Form – Page 3

Ethnicity:

Ethnicity:

*

* select one from the following **List of Ethnicities:**

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification:

*

* select from the following **List of Ownership Classification Codes**

(select all that apply):

	WBE	(Woman Owned Business Enterprise)
	OBE	(Other Business Enterprise)
	DBE	(Disadvantaged Business Enterprise)
	DVBE	(Disabled Veteran Business Enterprise)
	SLBE	(Small Local Business Enterprise)
	8(a)	(Small Business Administration 8(a) Enterprise)
	SDB	(Small Disadvantaged Business Enterprise)
	LBE	(Local Business Enterprise)
	MLBE	(Micro Local Business Enterprise)
	SBE	(Small Business Enterprise)
	MBE	(Minority Business Enterprise)

Contractor/Vendor Registration Form – Page 4

Certified by an Agency? **No** **Yes** (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619-236-5904

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- Two checkboxes with corresponding text: 'The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint...' and 'The undersigned certifies that within the past ten years the Bidder has been the subject of a complaint...'. The second option includes a prompt for a description of the complaint and its resolution.

Multiple horizontal lines provided for the bidder to describe the status or resolution of the complaint.

Contractor Name _____
Certified By _____ Title _____
Name _____ Signature _____ Date _____

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
 - Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Name/Title of Signatory	Signature	Date
-------------------------	-----------	------

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
---------------	--------------	-----------------------------------	---

rev 02/15/2011

BIDDING DOCUMENTS

Design-Build Proposal

1. The undersigned Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **Catalina Standpipe Renovation Design-Build Contract**.
2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
4. The Design-Builder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):
5. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said Design-Builder further agrees to complete the Work and Services required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated: _____

Design-Builder: _____

By: _____
(Signature)

Title: _____

BIDDING DOCUMENTS

PRICE PROPOSAL FORMS

The Bidder agrees to the design and construction of **Catalina Standpipe Renovation Design-Build Contract**, for the city of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for Contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension	
1	237110	Bonds (Payment and Performance)	1		LS	 	\$	
2	541330	Engineering and Design Services	1	D	LS	 	\$	
3	237110	Field Construction	1		LS	 	\$	
4	237990	Storm Water Pollution Prevention	1		LS	 	\$	
5	238990	Disposal of Class II Regulated Waste Material	1		TONS	\$	\$	
6		City Contingency	1		AL	 	\$64,000	
TOTAL FOR PROPOSAL (ITEMS NO 1 THROUGH 6 INCLUSIVE):							\$	

*** Design Element (For City Use)**

Total Price For Design-Build Proposal, (items 1 through 6, inclusive) amount written in words:

Design-Builder: _____

Title: _____

Signature: _____

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

BIDDING DOCUMENTS

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

NOTES:

- A. The Contract Price to be used in the selection process will be determined as described in Section 5.6 of the RFP.
- B. After the selection has been made, the City may award the Contract for the Total Proposed Price alone or if applicable, for the Total Proposed Price plus any combination of alternates selected in the City's sole discretion.
- C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal.
- D. Failure to initial all corrections made in the bidding documents shall cause the Proposal to be rejected as **non-responsive** and ineligible for further consideration.
- E. Blank spaces must be filled in, using figures. The Design-Builder's failure to submit a price for any Bid item that requires the Design-Builder to submit a price shall render the Proposal **non-responsive** and shall be cause for its rejection.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. The City will only use the first two digits after the decimal place.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- H. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- I. Unit prices submitted that exceed two (2) decimal places or unit prices calculated by the City in verifying the accuracy of the Proposals shall be cause for deeming the Proposal **non-responsive** and ineligible for further consideration.
- J. Proposals shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- J. The Proposal shall contain an acknowledgment of receipt of all addenda as specified in the RFP. Failure to acknowledge addenda shall render the Bid **non-responsive** and shall be cause for its rejection.

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Design-Builder'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 Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

② As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

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

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

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA05

Attachment D

Catalina Standpipe Renovation Design-Build Contract

BIDDING DOCUMENTS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor under this contract. The Design-Builder shall list only one Subcontractor for each portion of the Work. The **PERCENT VALUE** of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Design-Builder'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 Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	PERCENT VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

② As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

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

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

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

Form Number: AA15

Attachment D

Catalina Standpipe Renovation Design-Build Contract

BIDDING DOCUMENTS

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

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

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

① As appropriate, Design-Builder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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

② As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:

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

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

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA25

Attachment D

Catalina Standpipe Renovation Design-Build Contract

BIDDING DOCUMENTS

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	PERCENT VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [Ⓛ]	WHERE CERTIFIED [Ⓜ]
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

Ⓜ As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:

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

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

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

Form Number: AA30

Attachment D

Catalina Standpipe Renovation Design-Build Contract



City of San Diego
EQUAL OPPORTUNITY CONTRACTING PROGRAM
1200 Third Avenue, Suite 200, San Diego, CA 92101
(619) 236-6000 FAX: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report*.

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: _____

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ FAX Number: () _____

For Firms: San Diego Work Force and/or Managing Office Work Force

I, the undersigned representative of

(Firm Name)

(County)

(State)

_____, _____ hereby certify that information provided

herein is true and correct. This document was executed on this day of _____, 200_____.

(Authorized Signature)

(Print Authorized Signature Name)

Note: For Design-Build contracts, complete and submit this form with the Technical (Non-Price) Proposal.

Form Title: WORK FORCE REPORT

Form Number: BB05

Attachment D

Catalina Standpipe Renovation Design-Build Contract

BIDDING DOCUMENTS

WORK FORCE REPORT - Page 2

NAME OF FIRM: _____ DATE: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) African-American, Black | (5) Filipino |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial														
Professional Specialty														
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical														
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														

*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

GRAND TOTAL ALL EMPLOYEES														
---------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

BIDDING DOCUMENTS

WORK FORCE REPORT - Page 3

NAME OF FIRM: _____ DATE: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) African-American, Black | (5) Filipino |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Installer														
Electrician														
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers														
Millwrights														
Masons, Bricklayers														
Tilesetters														
Operators														
Painters														
Pipefitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														
TOTALS EACH COLUMN														
GRAND TOTAL ALL EMPLOYEES														

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED							
----------	--	--	--	--	--	--	--

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 300004679
 DEPT. NO.: 2013

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$2,888,000.00

Vendor: Hazard Construction Company

Purpose: 1472 authorize expenditure to award contract for Catalina Standpipe Renovation B-00155 Project.

Date: December 16, 2011 By: Norman Reyes

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001	700010	B00155		OTHR-00000000-PR	512160	2013		B-00155.06.01.01	\$2,888,000.00
TOTAL AMOUNT									\$2,888,000.00

FUND OVERRIDE

CC 300004679

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Project Name: Catalina Standpipe Renovation

SENIOR ENGINEER
Hossein Azar
(619) 533-4102

PROJECT MANAGER
Dwayne Abbey
(619) 533-5154

PROJECT ENGINEER
Robert T. Belciano Sr.
(619) 533-4630

PUBLIC INFORMATION OFFICER
Hotline
(619) 533-4207



Architectural Engineering & Parks



Legend

- = Construction boundary
- = New Inlet Pipe

