

<b>REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) n/a
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Utilities	DATE: 3/21/2014
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SUBJECT: Award of Construction Contract for the Point Loma Digester Roof Systems Replacement and Repairs to Brazos Urethane Inc.

PRIMARY CONTACT (NAME, PHONE): Tung Phung, 858-292-6425, MS 901	SECONDARY CONTACT (NAME, PHONE): Guann Hwang, 858-292-6476, MS 901
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**COMPLETE FOR ACCOUNTING PURPOSES**

FUND	700001				
FUNCTIONAL AREA	OTHR-00000000-SU				
COST CENTER	2012111217				
GENERAL LEDGER ACCT	512055				
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	\$0.00	0.00	0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

**COST SUMMARY (IF APPLICABLE):** Construction: \$721,595.60  
 Contingency: \$36,000  
 Total Project: \$757,595.60  
  
 This Request: \$757,595.60

**ROUTING AND APPROVALS**

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Financial Management	ORIG DEPT.	Sasaki, Ann	04/02/2014
Environmental Analysis	CFO		
Equal Opportunity Contracting	DEPUTY CHIEF		
Comptroller	COO		
Liaison Office	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF:     RESOLUTIONS     ORDINANCE(S)     AGREEMENT(S)     DEED(S)

1. Authorizing the Mayor, or his designee, to execute a construction contract with Brazos Urethane Inc., for replacement and repair of five wastewater digester roof systems at the Point Loma Wastewater Treatment Plant (PLWTP) in the amount not to exceed \$757,595.60; and

2. Authorizing the Chief Financial Officer to expend an amount not to exceed \$757,595.60 from Sewer Operating Fund 700001, for the construction contract, upon adoption of the Annual Appropriation Ordinance for the Fiscal Year 2015, and contingent upon City Comptroller furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and

3. Determining that This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines Section §15301 – Existing Facilities, Section §15302 (c) –Replacement or Reconstruction.

**STAFF RECOMMENDATIONS:**

Adopt the Resolutions

**SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)**

COUNCIL DISTRICT(S):	2
COMMUNITY AREA(S):	Point Loma
ENVIRONMENTAL IMPACT:	This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines Section §15301 – Existing Facilities, Section §15302 (c) – Replacement or Reconstruction.
CITY CLERK INSTRUCTIONS:	Upon Council Approval, please forward two copies of the 1472 and Resolution(s) to Yvonne Hebel, at MS 901A.

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

DATE: 3/21/2014

ORIGINATING DEPARTMENT: Public Utilities

SUBJECT: Award of Construction Contract for the Point Loma Digester Roof Systems Replacement and Repairs to Brazos Urethane Inc.

COUNCIL DISTRICT(S): 2

CONTACT/PHONE NUMBER: Tung Phung/858-292-6425, MS 901

**DESCRIPTIVE SUMMARY OF ITEM:**

Council authorization to award a construction contract to Brazos Urethane Inc., for the replacement and repair of the roofing systems on five biosolids digesters at the Point Loma Wastewater Treatment Plant. This project consists of replacing the thermal insulation and coating systems on three digester structures and repairing the coating systems on two other digester structures.

**STAFF RECOMMENDATION:**

Adopt the Resolutions

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:**

The Public Utilities Department owns and operates the Point Loma Wastewater Treatment Plant (PLWTP) that treats approximately 160 million gallons of wastewater per day to service the San Diego Metropolitan Wastewater System. The plant has a total of eight digesters, each holds approximately 3.5 million gallons of wastewater biosolids. These digesters are heated and under pressure to hold in odors and the methane gas generated during the biosolids treatment process. This methane gas is the energy source used on site to create electricity to operate the PLWTP. Any unplanned release of odors or methane would be a violation of the Air Pollution Control District permit and could result in significant fines.

Based on a recent inspection, significant deterioration was observed on top of five biosolids digesters. The protective covering/roofing systems, consisting of thermal insulation and a corrosion protective coating, require repair and replacement. The thermal insulation maintains the constant temperature needed for the biosolids digestion process to occur. The elastomeric waterproof coating and non-skid surface is needed to protect the digester's steel dome from corrosion. If the existing roofing systems are not replaced and/or repaired, water intrusion through the failed roofing system will lead to corrosion of the digester domes, which will ultimately lead to gas leaks and a catastrophic failure of the biosolids digesters.

This project will replace the existing roof insulation and coating system on Digesters 7, N1, and N2 and repair the delaminating (bubbles and blisters) roof coating system on Digesters C1 and C2. The roof replacement and repairs involve removing the existing insulation and coating, sandblasting the steel dome, applying a coating of anticorrosive epoxy to the steel, installing urethane foam insulation, and applying an elastomeric waterproof coating with non-skid surface.

On February 4, 2014, two bids were received from roof system contractors, Brazos Urethane and Cook Coating, through the City's competitive bidding process. This action is to award the contract to Brazos Urethane Inc., which was selected as the lowest responsive bidder at \$721,595.60. The total estimated cost for this project is \$757,595.60, which includes \$721,595.60 for construction and \$36,000 for contingency.

#### FISCAL CONSIDERATIONS:

Total estimated cost for this construction contract is \$757,595.60. Funds will be available in FY15 Sewer Operating Fund 700001, upon adoption of the Annual Appropriation Ordinance for the Fiscal Year 2015, and contingent upon City Comptroller furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

#### EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This contract is subject to Equal Opportunity and Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708 and Non Discrimination in Contracting Ordinance (San Diego Municipal Code Section 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

This item will be presented to the Committee on the Environment on 05/21/14.

#### COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

The digester roof replacement and repairs will take place within the Point Loma Wastewater Treatment Plant Site and will not be noticeable to the residents and businesses in the area. Therefore, community participation and public outreach efforts were not required.

#### KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The key stakeholders identified are the public, City of San Diego and the Contractor, Brazos Urethane. The project is located at the Point Loma Wastewater Treatment Plant. Completion of the digester roof replacement project will improve the existing deteriorated digester steel domes and protective roof and provide a safe condition for the facility staff to perform digester piping maintenance on top of the biosolids digesters.

Sasaki, Ann

Originating Department

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Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

DATE:  
April 14, 2014

SUBJECT: Award of Construction Contract for the Point Loma Digester Roof Systems Replacement and Repairs to Brazos Urethane Inc. (K-14-5976-DBB-3-A) (e1472)

**GENERAL CONTRACT INFORMATION**

Recommended Contractor: Brazos Urethane, Inc. (Not Certified)

**Amount of this Action: \$ 757,595.60**

Funding Source: City of San Diego

Goal: 10.2% Mandatory

**SUBCONTRACTOR PARTICIPATION**

Tharsos (ELBE, Hisp., M)	\$ 75,000.00	10.39%*
<b>Total Certified Participation</b>	<b>\$ 75,000.00</b>	<b>10.39%*</b>
<b>Total Non-Certified Participation</b>	<b>\$ 0.00</b>	<b>0.00%</b>
<b>Total Participation</b>	<b>\$ 75,000.00</b>	<b>10.39%*</b>

\*Participation percentage calculated using construction contract amount of \$721,595.60

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

Brazos Urethane, Inc. submitted a Work Force Report for their San Diego County employees dated, January 22, 2014. The firm's Administrative Work Force and Trade Work Force have fewer than 15 employees and, therefore, are exempt from employment category goals.

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**

EL



City of San Diego

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (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 (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

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

Name of Company: Brazos Urethane, Inc.

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 1031 60th St. North

City: Texas City County: Galveston State: TX Zip: 77590

Telephone Number: (409) 905-0011 Fax Number: (409) 948-1511

Name of Company CEO: Howard W. Scoggins, III

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

Address: 4331 W. Santa Ana Ave.

City: Fresno County: Fresno State: CA Zip: 93722

Telephone Number: (559) 790-8095 Fax Number: (559) 675-1821

Type of Business: Commercial roofing/insulation Type of License: C-39

The Company has appointed: Shelby Scoggins

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: 1031 60th St. N Texas City, TX 77590

Telephone Number: (409) 905-0011 Fax Number: (409) 948-1511

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force \*
- Managing Office Work Force

*Check the box above that applies to this WFR*

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Brazos Urethane, Inc.

Galveston (County), Texas (State) hereby certify that information provided

herein is true and correct. This document was executed on this 22 day of January, 2014

[Signature]  
(Authorized Signature)

Shelby Scoggins  
(Print Authorized Signature Name)

**WORK FORCE REPORT - Page 2**

NAME OF FIRM: Brazos Wrethane, Inc.

DATE: 1/22/14

OFFICE(S) or BRANCH(ES): Fresno, CA

COUNTY: Fresno

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial													
Professional														
A&E, Science, Computer														
Technical														
Sales												1		
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column												1		
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Grand Total All Employees 1

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT - Page 3**

NAME OF FIRM: Brazos Wrethane, Inc

DATE: 1/22/14

OFFICE(S) or BRANCH(ES): Fresno, CA

COUNTY: Fresno

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

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers			9								1			
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column			9								1			
Grand Total All Employees	10													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled			0								0			

**City of San Diego  
Human Resources Department**

Point Loma Digesters 7, N1/N2 &  
C1/C2 Roof Coating Replacement  
Project

**Request for Human Resources Approval for Purchase Requisition**

APR 8 2014

Requesting Department: Public Utilities Department  
 Vendor Name: TBD  
 Purchase Requisition #: 10034921  
 Department Contact: Albert Sohikish (x45765)  
 Date of Request: January 8, 2014  
 Contract Amount: \$ 800,000 (Estimate)

***Please submit request to [HumanResources@saniego.gov](mailto:HumanResources@saniego.gov) or MS 56L***

<u>Question</u>	<u>Department Response</u>
<b>What is the contract for?</b>	This project was previously submitted and approved on 3/1/13 (see attached). This resubmittal includes additional work and a revised project cost. The additional work consists of removing and replacing the <u>entire roof coating systems</u> for Digesters 7, C1 and C2 (previously requested for Digester 7 only), and repairing the blisters/bubbles associated with Digester N1/N2 roofs. The scope of work remains the same, which includes removing and replacing roof insulation and coating systems, blasting the <u>steel roof</u> , applying a coating of anticorrosive epoxy to the steel and then applying the urethane foam insulation. Lastly, applying the elastomeric waterproof coating with non-skid surface to cover the foam. The digesters are located at the Point Loma Wastewater Treatment Plant.
<b>Are City employees currently performing any of the work?</b>	<b>No.</b> City personnel do not have the expertise to perform this work or the specialized equipment to remove top coat and foam at each digester, clean and prime the steel substrate with anticorrosive epoxy where required, complete repairs to the foam, and apply the elastomeric non-skid waterproof topcoat to protect the foam.
<b>Will any City employees be displaced as a result of this bid?</b>	<b>No.</b>
<b>If this is a renewal of an existing contract, how long have these services been contracted out?</b>	<b>No.</b>
<b>Is this a Public Works Contract? (construction, reconstruction or repair of City buildings, street or other facilities)</b>	<b>No.</b> Public Utilities is administering the contract to replace and repair the digester roof system at the Point Loma Treatment Plant.
<b>Is this a Tenant Improvement?</b>	

	<b>No.</b>
<b>Was another department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication.</b>	<b>No.</b> The City does not have the specialized equipment and skilled personnel to perform this work.

*NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.*

**HUMAN RESOURCES DEPARTMENT USE ONLY**

Based on the Department's representation, this contract is from a labor relations perspective.

Approved

  
\_\_\_\_\_  
Human Resources Department Liaison

1/14/14  
\_\_\_\_\_  
Date

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Damian Singleton, Contract Specialist, Email: [dsingleton@sandiego.gov](mailto:dsingleton@sandiego.gov)  
Phone No. (619) 533-3482, Fax No. (619) 533-3633  
ASohikish / BDoringo / LS

## CONTRACT DOCUMENTS



## FOR

### POINT LOMA DIGESTERS 7, N1/N2 AND C1/C2 ROOF COATING REPLACEMENT AND BUBBLE/BLISTER REPAIRS

VOLUME 1 OF 2

BID NO.: \_\_\_\_\_ K-14-5976-DBB-3-A  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ 21002257  
CLIENT DEPARTMENT: \_\_\_\_\_ 2011  
COUNCIL DISTRICT: \_\_\_\_\_ JC  
PROJECT TYPE: \_\_\_\_\_ 2

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

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2))
- PREVAILING WAGE RATES APPLY: STATE  FEDERAL

**BID DUE DATE:**

**2:00 PM  
FEBRUARY 4, 2014  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**

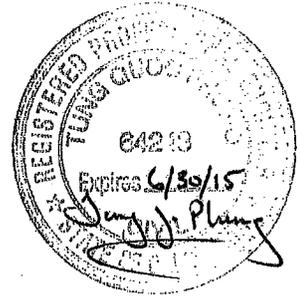
# ENGINEER OF WORK

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

  
For City Engineer

12/11/13  
Date

Seal:



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# CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **Point Loma Digesters 7, N1/N2 and C1/C2 Roof Coating Replacement and Bubble/Blister Repairs** (Project).
2. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
3. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
4. **EQUAL OPPORTUNITY CONTRACTING PROGRAM:**
  - 4.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	<b>1.5%</b>
2. ELBE participation	<b>8.7%</b>
3. Total mandatory participation	<b>10.2%</b>
  - 4.2. The Bidders are **required** to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <http://www.sandiego.gov/eoc/>
  - 4.3. The Bid will be declared non-responsive if the Bidder fails the following mandatory conditions:
    - 4.3.1. Attending the Pre-Bid Meeting.
    - 4.3.2. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.

**4.3.3.** Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

**4.4.** For additional Equal Opportunity Contracting Program requirements, see Attachment C.

**5. PRE-BID MEETING:**

**5.1.** There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101 at **10:00 AM, on JANUARY 16, 2014.**

**5.2.** **The Pre-Bid Meeting has been designated as MANDATORY. All potential bidders are required to attend.** Bid will be declared **non-responsive** if the Bidder fails to attend the Pre-Bid Meeting when specified to be mandatory. Attendance at the Pre-Bid Meeting will be evidenced by the representative's signature on the attendance roster. It shall be the responsibility of the Bidder's representative to complete and sign the attendance roster. **No Bidder will be admitted after the specified start time of the mandatory Pre-Bid Meeting.**

**5.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

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

**6.1.** **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based contract compliance website, Prism®, located here:

<https://pro.prismcompliance.com/default.aspx>.

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

**7. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.

**8. PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract.

**8.1. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.**

**8.1.1.** In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.

**8.1.2.** Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.

**8.1.3.** The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.

**8.1.4.** The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

**9. INSURANCE REQUIREMENTS:**

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

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

**10. PREQUALIFICATION OF CONTRACTORS:**

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

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

- 10.2. The completed questionnaire, financial statement, and bond letter or a copy of the contractor’s SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracting Group, Prequalification Program, 1010 Second Avenue, 14<sup>th</sup> Floor , San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).

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

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

12. **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.

13. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
14. **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.
15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
16. **AWARD PROCESS:**
  - 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
  - 16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
  - 16.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
17. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
18. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
19. **SUBMISSION OF QUESTIONS:**
  - 19.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracting Group  
1010 Second Avenue, 14<sup>th</sup> Floor  
San Diego, California, 92101

Attention: [Contract Specialist listed on the front cover hereof]

OR:

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

- 19.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
  - 19.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
  - 19.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
20. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
  21. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
  22. **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.
    - 22.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
    - 22.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
    - 22.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

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

**23. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**

23.1. With the exception of the contracts valued \$5,000 or less, JOC 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.

23.2. 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.

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

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

24.1. This contract may be awarded to the lowest responsible and reliable Bidder.

24.2. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.

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

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

24.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group 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-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

- 24.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 24.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 24.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

**25. BID RESULTS:**

- 25.1. The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.
- 25.2. To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

**26. THE CONTRACT:**

- 26.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 26.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 26.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 26.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the

City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

- 26.5.** The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 27. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 28. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 28.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 28.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 28.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 28.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 28.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 28.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 28.7.** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.
- 29. PRE-AWARD ACTIVITIES:**
- 29.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

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

**30. REQUIRED DOCUMENT SCHEDULE:**

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

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

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

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

<b>ITEM</b>	<b>WHEN DUE</b>	<b>FROM</b>	<b>DOCUMENT TO BE SUBMITTED</b>
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

**CONTRACT FORMS**  
**AGREEMENT**

# CONTRACT FORMS

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## CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and \_\_\_\_\_, herein called "Contractor" for construction of **Point Loma Digesters 7, N1/N2 and C1/C2 Roof Coating Replacement and Bubble/Blister Repairs**; Bid No. **K-14-5976-DBB-3-A**, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), which is comprised of the Base Bid plus/minus Additive/Deductive Alternates \_\_\_\_\_.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled **Point Loma Digesters 7, N1/N2 and C1/C2 Roof Coating Replacement and Bubble/Blister Repairs**, on file in the office of the Public Works Department as Document No. **21002257**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Point Loma Digesters 7, N1/N2 and C1/C2 Roof Coating Replacement and Bubble/Blister Repairs**; Bid No. **K-14-5976-DBB-3-A**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

**CONTRACT FORMS (continued)**

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**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: \_\_\_\_\_  
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**  
**ATTACHMENTS**

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

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**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 **Point Loma Digesters 7, N1/N2 and C1/C2 Roof Coating Replacement and Bubble/Blister Repairs**; Bid No. **K-14-5976-DBB-3-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 ATTACHMENTS (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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

Dated \_\_\_\_\_

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

By \_\_\_\_\_  
Mayor or Designee

\_\_\_\_\_  
Local Address (City, State) of Surety

\_\_\_\_\_  
Local Telephone No. of Surety

Premium \$ \_\_\_\_\_

Bond No. \_\_\_\_\_

# CONTRACTOR CERTIFICATION

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## DRUG-FREE WORKPLACE

**PROJECT TITLE: Point Loma Digesters 7, N1/N2 and C1/C2 Roof Coating Replacement and Bubble/Blister Repairs**

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

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(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

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## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

**PROJECT TITLE: Point Loma Digesters 7, N1/N2 and C1/C2 Roof Coating Replacement  
and Bubble/Blister Repairs**

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

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(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

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## CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

**PROJECT TITLE: Point Loma Digesters 7, N1/N2 and C1/C2 Roof Coating Replacement and Bubble/Blister Repairs**

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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 the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

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:

**Point Loma Digesters 7, N1/N2 and C1/C2 Roof Coating Replacement and Bubble/Blister Repairs**  
(Name of Project)

as particularly descry bed in said contract and identified as Bid No. **K-14-5976-DBB-3-A**; SAP No. (WBS/IO/CC) **21002257** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

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

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Contractor  
by

**ATTEST:**

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

# ATTACHMENTS

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

**SCOPE OF WORK**

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

Remove and replace the existing roof insulation and coating systems on Digester 7 (approximately 9,600 SF) and Digesters N1 and N2 (approximately 12,300 SF each) and legally dispose of the removed roof insulation and coatings. The scope of work for installing the new roofing system includes: Blasting the steel cover to paint manufactures specifications; applying a coating of anticorrosive epoxy to the steel and then applying the urethane foam insulation. Lastly apply the elastomeric waterproof coating with non-skid surface to cover the foam. For Digester C1 and C2 “bubble” repairs, remove top coat and foam at each bubble, clean and prime the steel substrate with anticorrosive epoxy where required, complete repairs to the foam, and lastly, apply the elastomeric non-skid waterproof topcoat to protect the foam. The Contractor shall use the same materials and process to repair the “bubbles, as were used to replace Digesters 7 and N1 and N2 Roof Coating Systems.

- 1.1. The Work shall be performed in accordance with:

- 1.1.1 The Notice Inviting Bids and work and as-built drawings (see Appendix “A”), inclusive.

- 2. **CONSTRUCTION COST:** The City’s estimated construction cost for this contract is **\$794,000.00**.

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

**1902 Gatchell Road, San Diego, CA 92106**

- 4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **100 Working Days**.

- 5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

- 5.1. The City has determined the following licensing classifications for this contract:

<b>Option</b>	<b>Classifications</b>
1	CLASS A
2	CLASS B
3	CLASS C39

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

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

## **EQUAL OPPORTUNITY CONTRACTING PROGRAM**

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

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

#### **1. Nondiscrimination in Contracting Ordinance.**

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

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

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

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures,

remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

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

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

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

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

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

EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

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

**ATTACHMENT D**  
**INTENTIONALLY LEFT BLANK**

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

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

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

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

#### **1-2 TERMS AND DEFINITIONS.**

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

The Normal Working Hours are 7:00 AM to 3:30 PM.

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

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

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

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

Other adjacent City projects are rescheduled for construction for the same time period in the vicinity of [Point Loma Wastewater Treatment Plant]. See Appendix "F" for approximate location. Coordinate the Work with the adjacent projects as listed below:

- a. Grit Improvement Project (GIP), Archer Western Contractors  
Project Manager: Richard Snow, 619-221-8321
- b. Sed. Basin Improvement Project, Stanek Constructors  
Project Manager: Richard Snow, 619-221-8321

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

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

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

### **7-3.1**            **Policies and Procedures.**

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

### **7-3.2**            **Types of Insurance.**

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

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There must be no endorsement or modification limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

<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.**

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

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

1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
3. For approval of a substitution of Subcontractor’s insurance, you must certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible must not exceed \$25,000 per claim.
4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability.
5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract

Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

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

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

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

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

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

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance**

**7-3.5.1.1 Additional Insured.**

1. 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.
2. 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.
3. 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.

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

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.** The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

**7-3.5.2 Commercial Automobile Liability Insurance.**

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

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

**7-3.5.3.1 Additional Insured.**

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

- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

**7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

**7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.

**7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

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

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

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

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

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

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

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

<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

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

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

**7-8.6 Water Pollution Control.** ADD the following:

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

**7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

## SECTION 9 - MEASUREMENT AND PAYMENT

**9-3.2.5 Withholding of Payment.** To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

## SECTION 705 – WATER DISCHARGES

**705-2.6.1 General.** Paragraph (3), CORRECT reference to Section 803 to read "Section 703."

**705-2.6.3 Community Health and Safety Plan.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**705-2.6.3 Community Health and Safety Plan.** See 703-2, “Community Health and Safety Plan.”

#### **SECTION 707 – RESOURCE DISCOVERIES**

**ADD:**

**707-1.1 Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a **Notice of Exemption** for **Point Loma Digesters 7, N1/N2 and C1/C2 Roof Coating Replacement and Bubble/Blister Repairs**, as referenced in the Contract Appendix.

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

## **SUPPLEMENTARY SPECIAL PROVISIONS**

### **APPENDICES**

**APPENDIX A**  
**Technical Specifications**

## DIGESTER 7 COVER COATING AND DIGESTER BUBBLE/BLISTER REPAIRS

### PART I - GENERAL

#### 1.1 WORK SECTION

Work for this Project includes:

For Digester 7, N1 and N2: Removal and legal disposal of the existing roof insulation and coating; Blasting the steel cover per manufacturer's specifications; Applying a coating of anticorrosive epoxy to the steel cover per manufacturer's specifications; Apply urethane foam insulation per manufacturer's specifications and the City of San Diego thickness requirements. Lastly, apply elastomeric waterproof coating with non-skid surface to cover the foam, per manufacturer's specifications. Work to replace the roof coatings of Digesters 7, N1 and N2 shall be bid as a lump sum for each individual Digester.

Prior to the beginning of work on Digester 7, N1 or N2, the Contractor shall "tent" the Digester roof to protect the roof from the weather (fog, wind, rain and general dampness) and to capture all dust, debris, insulation/coatings overspray and fumes that may be generated during the work. The "tent" shall be constructed of a minimum 9 mil thick fire retardant shrink wrap cover, with scaffolding support and shall be a minimum height of six (6) feet above the top of the digester roof, at any location on the roof. The "tent" shall extend over the side of the digester, outside of the walkway handrail, to the top of the Digester parapet wall. The Contractor shall be responsible for providing fans and or heaters to keep the work area dry (within the tolerances for humidity and temperature for the coatings). The tent shall remain in place and intact until the coatings have cured.

For repairs to Digester C1 and C2 bubbles: Remove top coat and foam as needed at each bubble, inspect for any delaminating from the steel substrate, clean and prime the steel substrate with anticorrosive epoxy, complete spot repairs to the foam in a timely manner to allow for adhesion to the primer (per manufacturers specifications) then apply the elastomeric waterproof coating with non-skid to protect the foam. The Contractor shall use the same materials and process used to repair the bubbles and apply the new elastomeric waterproof coating with non-skid surface, as were used to replace Digester 7, N1 and N2 roof coatings. . The repair of the bubbles on Digesters C1 and C2 shall be bid on a "per square foot" basis.

The Contractor shall be responsible for protecting all piping, valves, covers/hatches, railings and appurtenant Digester roof equipment for the duration of construction and all repair work.

During the period of work on Digesters 7, N1 and N2, the Digesters will be out of service one at a time so that the digesters are out of service during the contractors work. The contractor shall be given 20 working days to complete the work as described in paragraph 1 of this section 1.1. The "tenting" activity described in paragraph 2 will be performed on each digester prior to the commencement of the work described in paragraph 1 of this section 1.1. The contractor shall be given 5 working days to complete the "tenting" of each digester. While the City will make every effort to have the next digester available for the contractor work, in the event the City is not able to turn over the next digester to the contractor for his work, the contractor shall not be compensated for this amount of time. The City cannot guarantee that Digesters C1 and C2 will be out of service for the repair of the bubbles.

Because the entire Digester area is classified Class 1, Group D, Division 1, any work repairing bubbles shall be done using non-spark tools. For all work on any Digester, the Contractor shall be required to provide and monitor gas detection meters while work is being completed, whether the Digester is out of service or not.

## **1.2 SHOP DRAWINGS AND SUBMITTALS**

Five sets of shop drawings and submittals shall be provided for review. They shall detail the means for accomplishing the work, all material to be used in the work and all information needed by the Safety Section related to the project.

## **1.3 ENVIRONMENTAL REQUIREMENTS**

The wastewater treatment plant requiring coating is located adjacent to the coast. The ambient temperatures are expected to range between 40 degrees F and 85 degrees F. Relative humidity ranges between 20 and 100 percent. The site elevation is approximately 130 feet above mean sea level.

## **1.4 WARRANTY**

The contractor shall provide a ten (10) year full system roofing warranty for Digester 7, N1 and N2 complete roof insulation & coating replacement, and a one year standard warranty for work on Digesters C1/C2.

## **1.5 PRODUCT, DELIVERY STORAGE AND HANDLING**

Products shall be delivered in original unbroken packages, containers, or bundles bearing the name of the manufacturer. Products shall be carefully stored in a manner that will prevent damage and in an area that is protected from deleterious elements. All containers of the products shall be stored in secondary storage containment containers. All waste materials shall be disposed of in accordance with the City of San Diego Hazardous Waste Disposal Standards.

## **PART 2 - PRODUCTS**

### **2.1 PRIMER**

Material for the primer shall be a two component (polyamide cured) epoxy based primer. It shall contain rust inhibitors for corrosion resistance. It shall adhere to metal surfaces. It shall possess the following properties:

Chemical Resistance:	Solvents- excellent
	Acids - good
	Alkalis - good
	Water (77 degree° F) - excellent
	Salt spray - excellent; less than 1/16-inch creepage/1,000hours
	Temperature {230 degree° F) - excellent
	Abrasion resistance - excellent
	Flexibility - good

Weathering - good  
 Solids content - 73% by weight, 57% by volume  
 Film thickness - 2 mils  
 Number of coats - 1

## 2.2 URETHANE FOAM INSULATION

Material for the roofing foam shall be a two component liquid applied spray-able type. Application shall result in high quality rigid urethane foam roofing as per the following physical properties:

ITEM	TEST UNIT	VALUE	METHOD
"K" Factor (average)	Btu/hr/ft <sup>2</sup> /°F/in	0.14 maximum	ASTM C-518
Open Cell Content	%by Volume	10	ASTM D-2856
Water Vapor Permeability	Perm/in	2.0 to 3.0	ASTM C-355
Water Absorption	Lbs./sf	0.03 maximum	ASTM D-2842
Flammability (1)	Flame spread	Flame spread	ASTM E-84 12 <sub>1</sub>
Compressive Strength	psi	40 minimum	ASTM D-1621
Parallel to Rise tensile strength	psi	60 minimum	ASTM-d-1623
Parallel to Rise Shear Strength	psi	30 minimum	ASTM D-273

Notes:

1. ASTM tests are used solely to measure and describe properties in response to heat and flame under controlled laboratory conditions, and are not intended to reflect hazards presented under actual conditions.

All areas which fail to meet the Specification requirements with respect to thickness, foam quality, etc. shall be repaired and re-sprayed at the expense of the contractor.

## 2.3 ELASTOMER ROOF COATING

The elastomeric roof coating used shall be a single component, water based, ceramic filled liquid membrane that cures to a durable, seamless, flexible "skin "over the entire roof surface. The coating shall be a UV resistant, heat refractive, moisture resistant, non toxic and non flammable material such as ENESEAL HR as manufactured by Enecon Corporation, or approved equal.

The elastomer roof coating shall contain no solvents, migratory plasticizers, vegetable oils, marine oils, asphaltic or cementitious materials. Use of nonelastic resins is not permitted.

The material shall conform to the following minimum physical properties:

<b>PROPERTY</b>	<b>TEST PROCEDURE</b>	<b>VALUE</b>	<b>TEST METHOD</b>
UV Resistance (accelerated weathering)	QUV Weather-0-Meter Test, or proof material on existing project that meets or exceeds required value.	No deleterious effects; no surface checking or cracking; no delaminations; no color fade 1000 hours continuous testing	ASTM D-4329 ASTM G-53
Resistance to Water and Humidity	Procedure "A"- One side Test as shown in TM0174 Figure 2 at 75 degrees Fahrenheit.	Zero blistering, de-bonding or water penetration after one month of continuous testing.	TM0174-2002
Tensile strength		125 lbs/sq in	ASTM D-638
Permeance		2.8 perms	ASTM E-96
Elongation Unaged*		75 °F- 300%	ASTM D 2370
Elongation Retained after aging*		95% elongation retain after 2,000 hours weathering	ASTM D 2370
Fire Retardancy	Does not support combustion. Extinguishes Immediately upon removal of flame.	Class "A"	ASTM D-1360
Conformance to environmental pollution standards	APCD State of California	No photo chemically reactive solvents	APCD rule 442,6,3

Application thickness-6 mils (DFT) per coat

Number of coats - 2

### **PART3 - EXECUTION**

#### **3.1 PRIMER INSTALLATION**

Primer shall be as recommended and approved by the foam manufacturer.

## **APPLICATION INFORMATION**

Surfaces: steel

Surface Preparation: Steel must be sandblasted per manufacturer's recommendation.

Compatibility: Not to be used over old oil paints or thermoplastic coatings, but may be used over epoxies and other catalyzed materials.

Mixing Ratio: Equal parts of Base and Converter by volume

Application Methods: Spray, brush, or roller

Pot Life: 6 to 8 hours at 75° F

Cleanup Solvent: No. 146 thinner or MEK

Topcoats Recommended: Chem-Pon 2102, 2140, LOR Epoxy, Chem-Pon 2120, Chem-Thane 2807, Chem-Mastic series or equal or urethane foam

Drying Time: 6 hours prior to top coating

Coated Surface: All exposed metal shall be coated.

Color: Light Gray to match C1, C2 digester roofs.

### **3.2 URETHANE FOAM INSULATION**

1. Sprayed urethane foam shall be metered to material supplier specifications through proportioning equipment which provides thermostatically controlled material temperatures. Hoses between the proportioner and spray gun shall be temperature controlled.

2. Foam normally shall not be applied when the measured roof deck temperature is below 40°F. Foam shall not be applied when the relative humidity is above 85 %.

Foam shall not be applied when the wind velocities exceed 15 miles per hour, as measured by a wind velometer, unless suitable wind barriers are employed.

3. Surface texture of installed foam shall range from a smooth to medium coarse (orange peel) finish. Surface textures appearing as "popcorn" or "tree bark" are not acceptable.

4. Filletting of foam to roof mounted equipment, piping, etc., shall be provided in a smooth transition to the roof deck and shall meet all other foam surface texture requirements.

5. **THE INTENT OF THIS SECTION IS TO INSURE POSITIVE DRAINAGE OF WATER OFF OF THE ROOF THROUGH THE EXISTING SCUPPERS. THE EXISTING DRAINAGE FROM THE ROOF IS ACCEPTABLE TO THE CITY NOW. IF THE CONTRACTOR CAN MATCH WHAT IS**

EXISTING NOW WITHOUT LOWERING THE EXISTING SCUPPER, THE INSTALLATION IS ACCEPTABLE.

The Contractor shall apply the foam coating on the roof to insure positive drainage of water off of the roof through the existing scuppers on the outer thrust ring. There shall be no ponding of water on the roof. To do this, the Contractor shall measure the distance between the scupper openings in the outer thrust ring. At the midpoint between the scuppers the foam shall be applied up to a depth of 1 inch below the top of the outer roof thrust ring and have a uniform slope for drainage down to the scupper openings. The foam and elastomeric roof coatings shall be applied to insure the maximum positive drainage without having to modify (lower or raise) the scupper openings. The final cured thickness of installed foam anywhere on the roof shall be 1-inch minimum, with the understanding that the areas at the bottom 5 feet of the roof have as much foam as is needed to maximize the potential slope between the scuppers. The final foam thickness could be between a minimum of 1-inch, up to 10- inches at the high point between the scuppers.

6. All foam shall be coated with an elastomeric roof coating.

### **3.3 ELASTOMER ROOF COATING**

1. Within 24 hours after foam insulation has been applied, the roof coating shall be sprayed on to the *foam*, utilizing airless equipment. For parapet areas, the material may be rolled or brushed in place. Edges of flat roof should be pre-coated in a "picture framing" fashion.
2. Refer to the Manufacturer's application Instructions and Precautions data sheet for specific details on: Mixing; Recommended spray equipment; Spray techniques and; cold and hot temperature precautions during application.
3. Refer to the Manufacturer's application Instructions and Precautions Data Sheet for specific details on: Surface preparation of existing coating on Digester C1 and C2 after blister repairs have been completed. The Digester(s) may or may not be out of service for this work. Because the Digester area is classified Class 1, Group D, Division 1, any work repairing bubbles and applying the elastomeric coating shall be done using non- spark tools.
4. Coating shall be applied in a minimum of two separate *coats*, each coat minimum 6 mils dry film thickness (DFT) to insure a pin hole free continuous film. Back roll first coat as needed to fill in pin holes. Color shall be gray in color for new roof or match existing color when spot repairing "bubbles".
5. Coating shall be extended up and over all foam on vent pipes and terminated a minimum of 2 inches above the foam creating a self terminating flashing.
6. The final cured thickness of installed elastomer coating shall be 12 mils DFT minimum.

7. A factory trained representative of the coating manufacturer shall be present (At no cost to the City) before and during application of the coating to provide assistance to the Contractor to help ensure a solid application.

### 3.4 NONSKID SURFACE

Nonskid surface shall be constructed as follows, or as recommended by manufacturer, whichever is the most stringent, as determined by the City:

Complete installation of the urethane foam insulation. Also, complete application of the elastomer roof coating and nonskid surface to a final cured thickness of installed elastomeric waterproof coating shall be 12 mils DFT minimum.

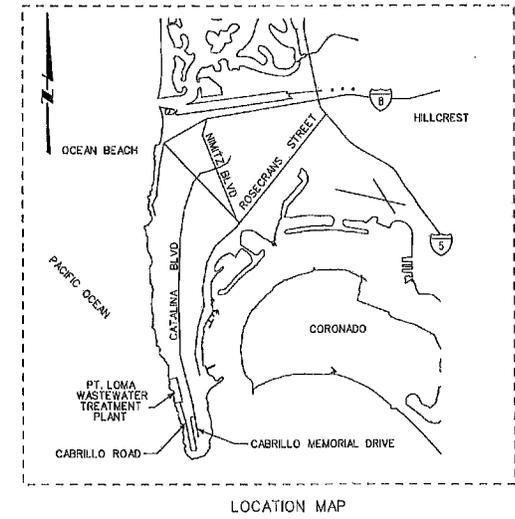
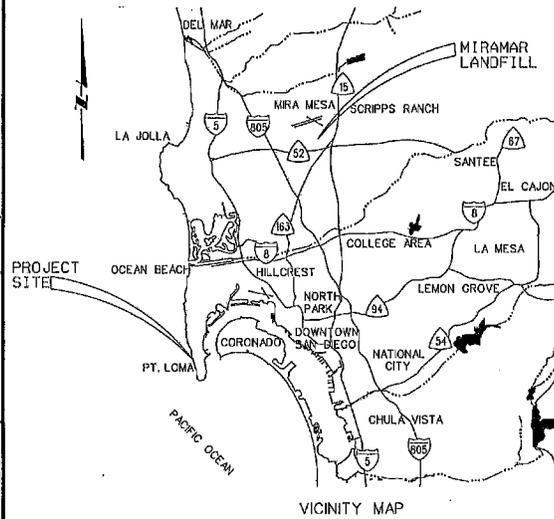
The nonskid surface shall be applied in two coatings of the elastomer roof coating. Within 5 minutes of each coating application, apply No. 11 mineral granules into the wet coating at a rate of 20 pounds per 100 square feet. The mineral granules shall be of the same color to match the roof coating. Granules which are embedded shall be applied at a rate which will result in at least 40 pounds (total - 20 pounds per each of two coatings) of granules be embedded per 100 square *feet*, after the second coating application. All non-embedded granules shall be swept from the cover upon completion. The nonskid surface shall cover the entire surface of the digester cover. The final color shall be gray.

**ROOF MATERIALS SUBSTITUTION:** Because the City is requiring the Contractor to provide a ten (10) year "full system" roofing warranty on Digester 7, N1 and N2, the contractor and his paint/coating supplier are allowed to recommend "or equal" materials and epoxy and elastomeric coating thicknesses to allow their roofing system to meet the 10 year warranty as a submittal. Final approval of materials and thicknesses will be made by the City. The City requires the foam insulation to be minimum 1 inch thick for operational (digester heating) purposes.

# CONTRACT DRAWINGS FOR PUBLIC UTILITIES DEPARTMENT

## City of San Diego

### POINT LOMA WWTP DIGESTERS 7, N1/N2 AND C1/C2 ROOF COATING REPLACEMENT AND BUBBLE/BLISTER REPAIRS



**DRAWING INDEX**

SHEET NUMBER	DRAWING NUMBER	TITLE
1	COVER	COVER SHEET
2	C-1	SITE PLAN - NORTH
3	C-2	SITE PLAN - SOUTH
4	M-1	DIGESTER C1/C1 PLAN (TYPICAL)
5	M-2	DIGESTER C1/C2 SECTION (TYPICAL)
6	M-3	DIGESTER N1/N2 PLAN (TYPICAL)
7	M-4	DIGESTER N1/N2 SECTION (TYPICAL)
8	M-5	DIGESTER 7 PLAN
9	M-6	DIGESTER 7 SECTION

XXXXX - D  
SPECIFICATION NO. 5976  
BID NO. K-14-5976-DBB-3-A  
JUNE 2013

FOR THE CITY OF SAN DIEGO  
PUBLIC UTILITIES DEPARTMENT

PUD DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

**DRAWING STATUS**

NO.	DATE	REQ	REVISION DESCRIPTION	DRAWN	CHKD	APD	PE	EM	QA/QC

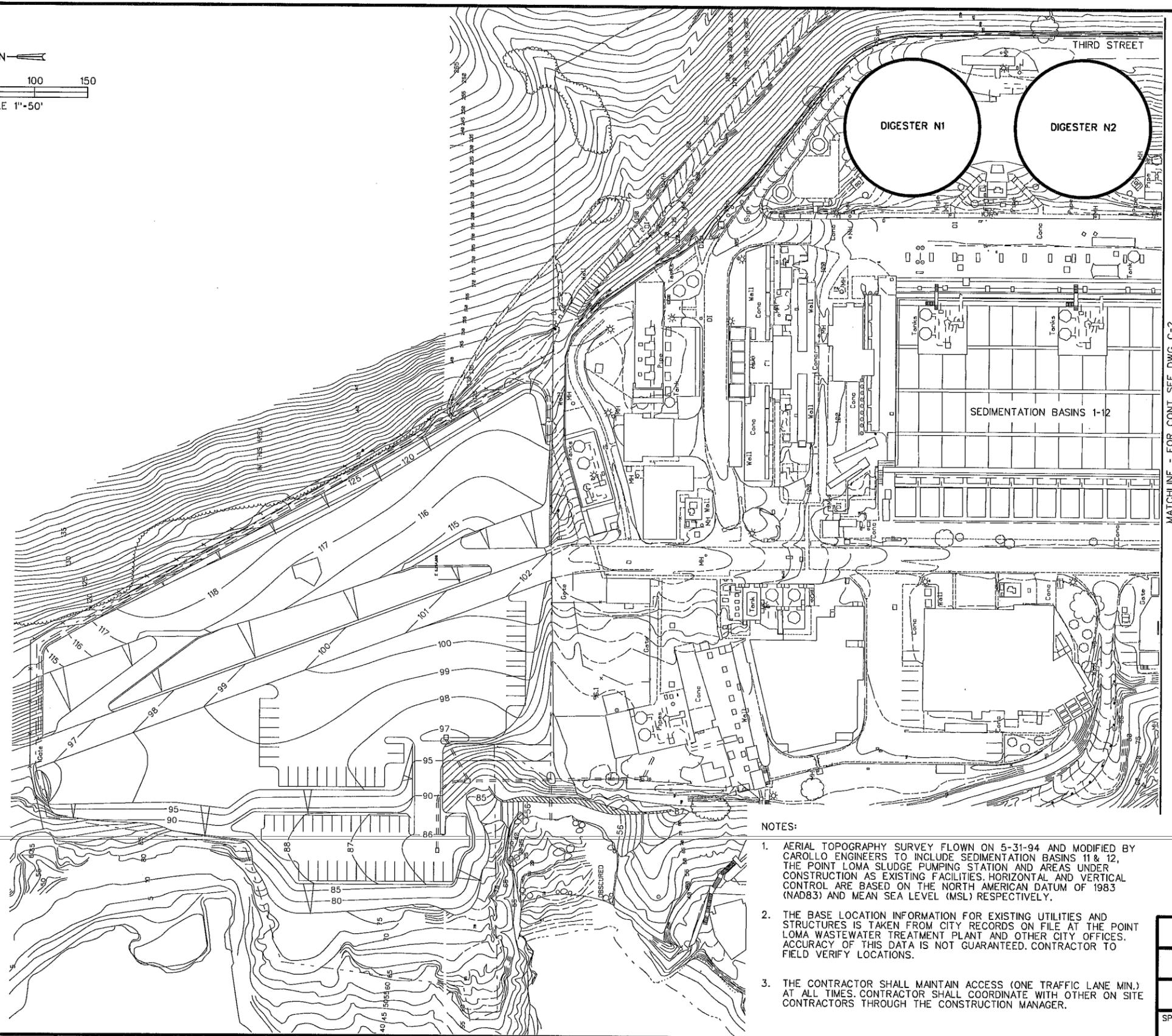
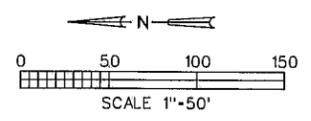
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SHEET NO. 1	COVER SHEET																
CP NO. N/A	CITY OF SAN DIEGO, CALIFORNIA SHEET 1 OF 9 SHEETS																
SPECIFICATION NO. XXXXX	SEWER NO. _____																
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<table border="1"> <tr> <td>ROYAL MANAWA DESIGN ENGINEER</td> </tr> <tr> <td>CERTICAL CERTIFICATION 186-1693 LABRET COORDINATES</td> </tr> </table>		ROYAL MANAWA DESIGN ENGINEER	CERTICAL CERTIFICATION 186-1693 LABRET COORDINATES														
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WARNING  
0 1/2" = 1'  
IF THIS BAR DOES NOT MEASURE IN THIS DRAWING IS NOT TO SCALE.

SCALE HORIZONTAL: NONE  
VERTICAL: NONE

PUBLIC UTILITIES DEPARTMENT  
City of San Diego





MATCHLINE - FOR CONT SEE DWG C-2

**NOTES:**

1. AERIAL TOPOGRAPHY SURVEY FLOWN ON 5-31-94 AND MODIFIED BY CAROLLO ENGINEERS TO INCLUDE SEDIMENTATION BASINS 11 & 12, THE POINT LOMA SLUDGE PUMPING STATION AND AREAS UNDER CONSTRUCTION AS EXISTING FACILITIES. HORIZONTAL AND VERTICAL CONTROL ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83) AND MEAN SEA LEVEL (MSL) RESPECTIVELY.
2. THE BASE LOCATION INFORMATION FOR EXISTING UTILITIES AND STRUCTURES IS TAKEN FROM CITY RECORDS ON FILE AT THE POINT LOMA WASTEWATER TREATMENT PLANT AND OTHER CITY OFFICES. ACCURACY OF THIS DATA IS NOT GUARANTEED. CONTRACTOR TO FIELD VERIFY LOCATIONS.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS (ONE TRAFFIC LANE MIN.) AT ALL TIMES. CONTRACTOR SHALL COORDINATE WITH OTHER ON SITE CONTRACTORS THROUGH THE CONSTRUCTION MANAGER.

DRAWING NO. C-1	POINT LOMA WASTEWATER TREATMENT PLANT DIGESTERS 7, N1/N2 AND C1/C2 ROOF COATING REPLACEMENT AND BUBBLE/BLISTER REPAIRS  SITE PLAN - NORTH  CITY OF SAN DIEGO, CALIFORNIA SHEET 2 OF 9 SHEETS	PROJECT MANAGER	DATE				
SHEET NO. 2		DESCRIPTION	BY	APPROVED	DATE	FILMED	
CIP NO. N/A		CONTRACTOR			DATE STARTED		
SPECIFICATION NO. XXXXX		INSPECTOR			DATE COMPLETED		

DRAWING STATUS										
NO.	DATE	REQ.	REVISION	DESCRIPTION	DRAWN	CKD	APD	PE	EM	QA/QC

**WARNING**  
0 1/2 1  
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

SCALE  
HORIZONTAL 1" = 50'  
VERTICAL

**PUBLIC UTILITIES DEPARTMENT**  
City of San Diego

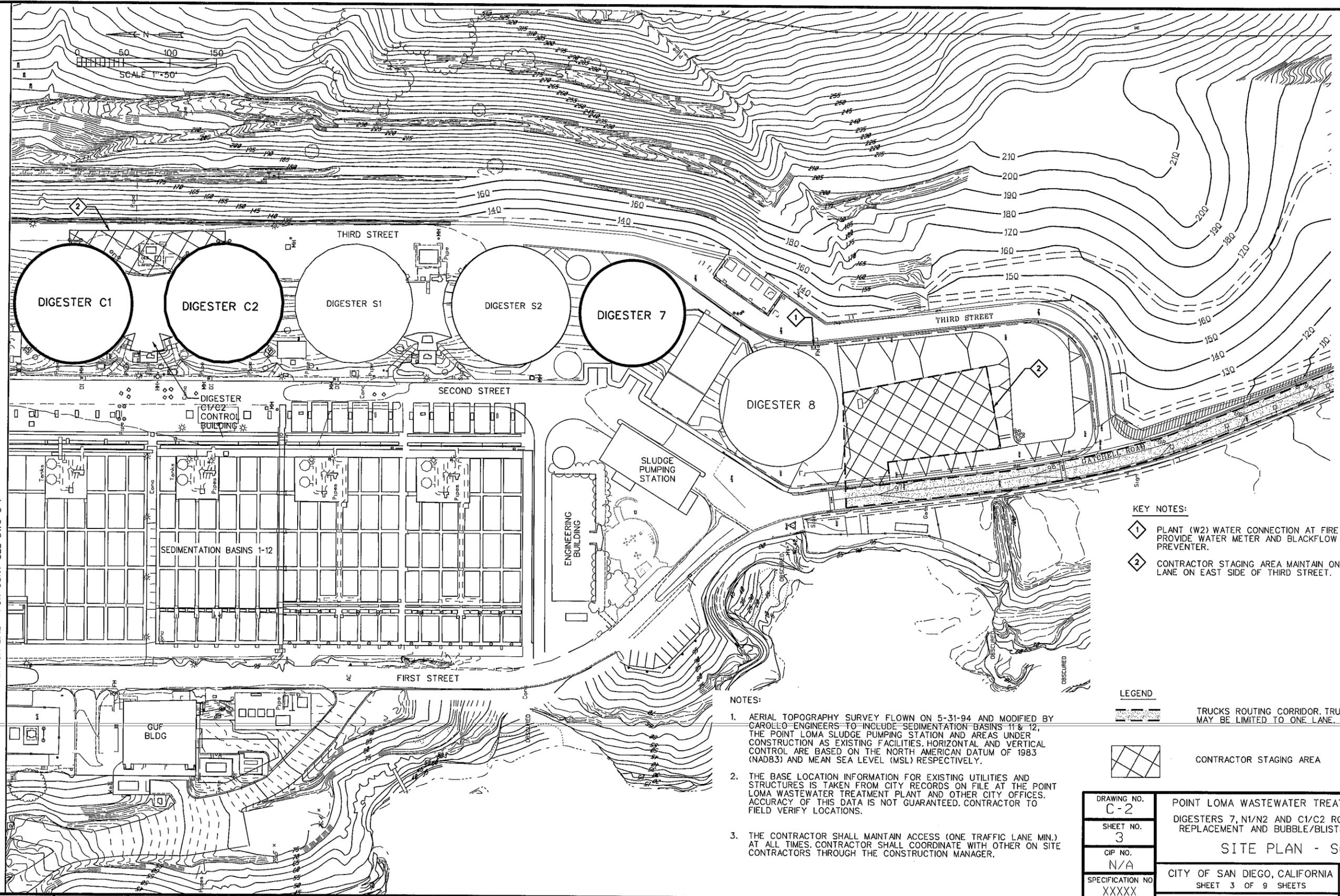


ROYAL MANAKA  
DESIGN ENGINEER  
CONTROL CERTIFICATION  
186-1693  
LAMBERT COORDINATES  
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MATCH LINE - FOR CONT SEE DWG C-1



- KEY NOTES:**
- 1 PLANT (W2) WATER CONNECTION AT FIRE HYDRANT. PROVIDE WATER METER AND BACKFLOW PREVENTER.
  - 2 CONTRACTOR STAGING AREA MAINTAIN ONE TRAFFIC LANE ON EAST SIDE OF THIRD STREET.

- NOTES:**
- AERIAL TOPOGRAPHY SURVEY FLOWN ON 5-31-94 AND MODIFIED BY CAROLLO ENGINEERS TO INCLUDE SEDIMENTATION BASINS 11 & 12, THE POINT LOMA SLUDGE PUMPING STATION AND AREAS UNDER CONSTRUCTION AS EXISTING FACILITIES. HORIZONTAL AND VERTICAL CONTROL ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83) AND MEAN SEA LEVEL (MSL) RESPECTIVELY.
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  - THE CONTRACTOR SHALL MAINTAIN ACCESS (ONE TRAFFIC LANE MIN.) AT ALL TIMES. CONTRACTOR SHALL COORDINATE WITH OTHER ON SITE CONTRACTORS THROUGH THE CONSTRUCTION MANAGER.

- LEGEND**
- TRUCKS ROUTING CORRIDOR. TRUCK ACCESS MAY BE LIMITED TO ONE LANE.
  - CONTRACTOR STAGING AREA

DRAWING NO. <b>C-2</b>		POINT LOMA WASTEWATER TREATMENT PLANT	
SHEET NO. <b>3</b>		DIGESTERS 7, N1/N2 AND C1/C2 ROOF COATING REPLACEMENT AND BUBBLE/BLISTER REPAIRS	
CIP NO. <b>N/A</b>		<b>SITE PLAN - SOUTH</b>	
SPECIFICATION NO. <b>XXXXX</b>		CITY OF SAN DIEGO, CALIFORNIA	
		SHEET 3 OF 9 SHEETS	
		SEWER W.O. _____	
PROJECT MANAGER		DATE	
DESCRIPTION	BY	APPROVED	FILED
CONTRACTOR		DATE STARTED	
INSPECTOR		DATE COMPLETED	
		ROYAL MANAKA DESIGN ENGINEER	
		CONTROL CERTIFICATION <b>186-1693</b> LAMBERT COORDINATES	
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**WARNING**

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IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

SCALE

HORIZONTAL 1" = 50'

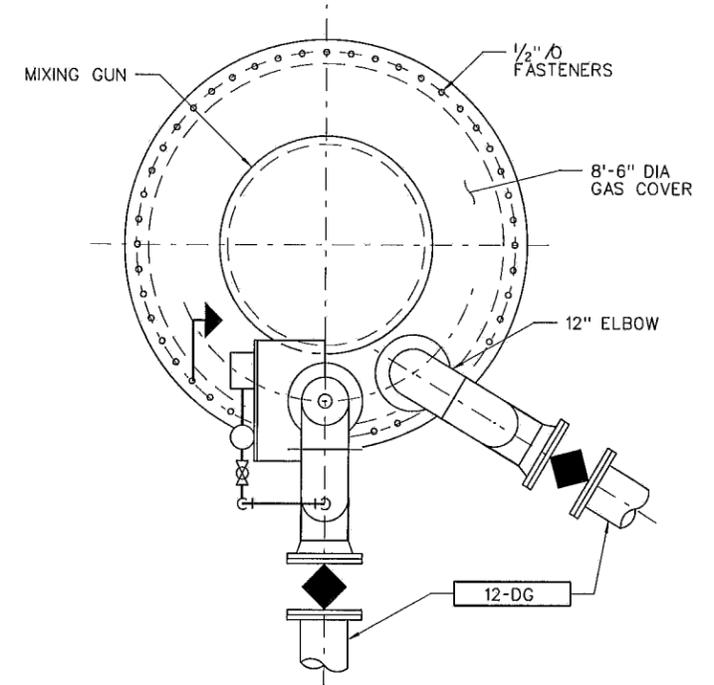
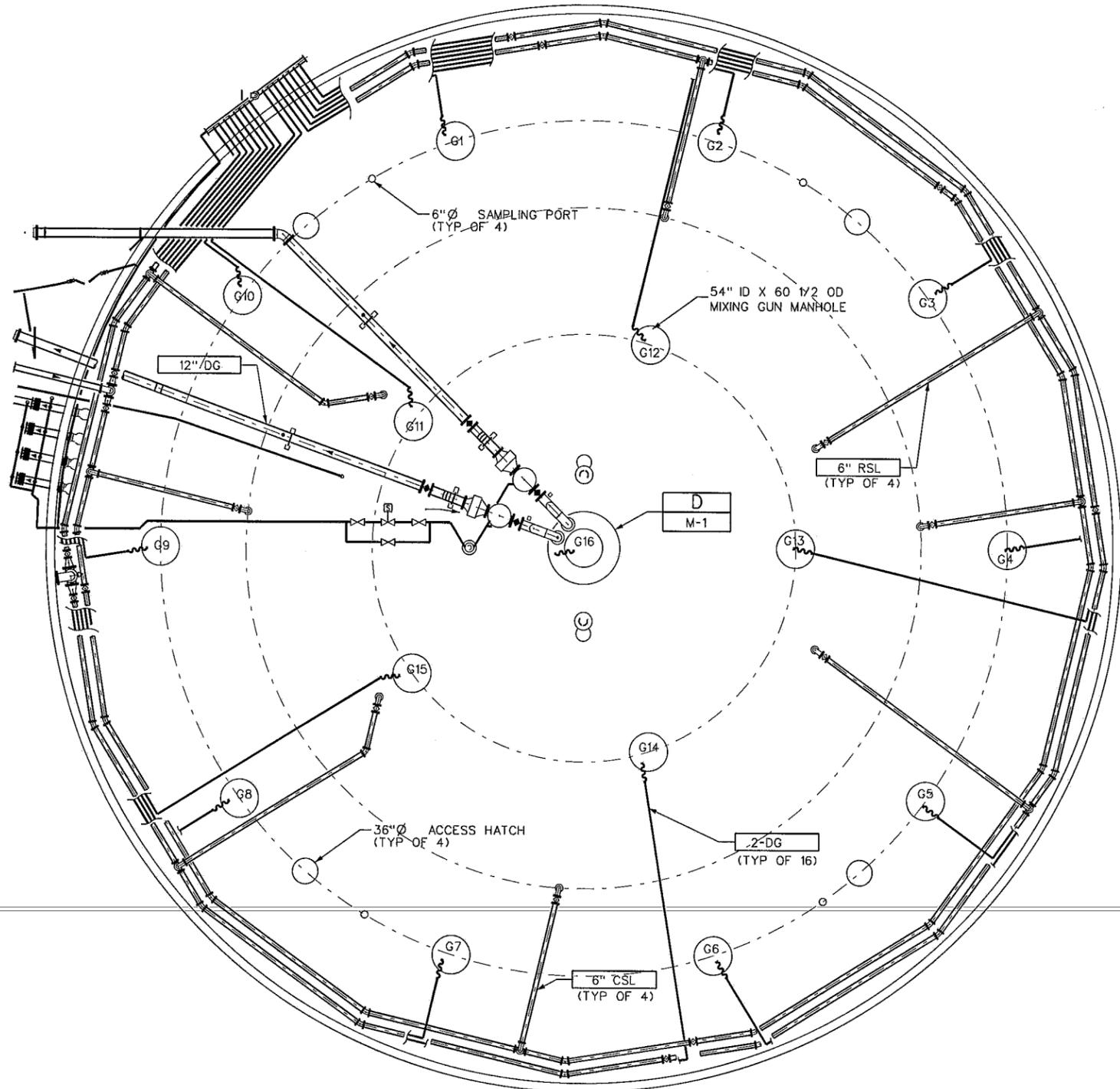
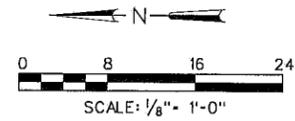
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**PUBLIC UTILITIES DEPARTMENT**  
City of San Diego



DRAWING STATUS

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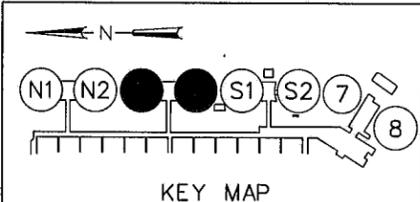
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- CSL CIRCULATED SLUDGE
- DG DIGESTER GAS
- G1 GAS MIXING GUN

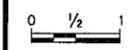
**NOTE:**

1. ENTIRE INTERIOR OF DIGESTER AND CONTROL BUILDING HAVE NEC-AREA ELECTRICAL CLASSIFICATION OF CLASS 1, GROUP D, DIVISION 1.
2. NOT ALL PIPING SHOWN ON DRAWING FOR CLARITY. CONTRACTOR TO REVIEW REFERENCE DOCUMENTS TO DETERMINE ALL EXISTING PIPING.
3. DIGESTER ROOF WALKWAY IN NOT SHOWN FOR CLARITY.

8'-6" DIA CUPULA AND MIXING GUN DETAIL D  
SCALE: NONE



DRAWING NO. M-1	POINT LOMA WASTEWATER TREATMENT PLANT DIGESTERS 7, N1/N2 AND C1/C2 ROOF COATING REPLACEMENT AND BUBBLE/BLISTER REPAIRS DIGESTER C1/C2 PLAN (TYPICAL)
SHEET NO. 4	
CIP NO. N/A	
SPECIFICATION NO. XXXXX	
CITY OF SAN DIEGO, CALIFORNIA SHEET 4 OF 9 SHEETS	



IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

SCALE: HORIZONTAL 1/8" = 1'-0"  
VERTICAL

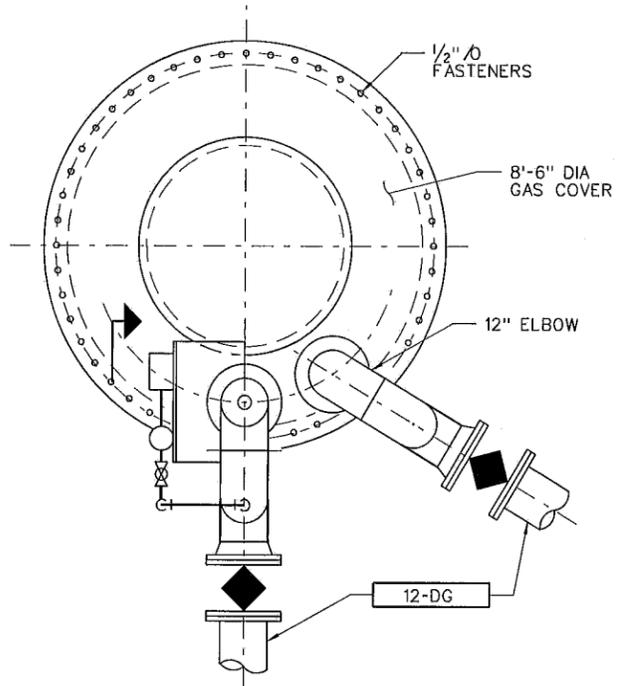
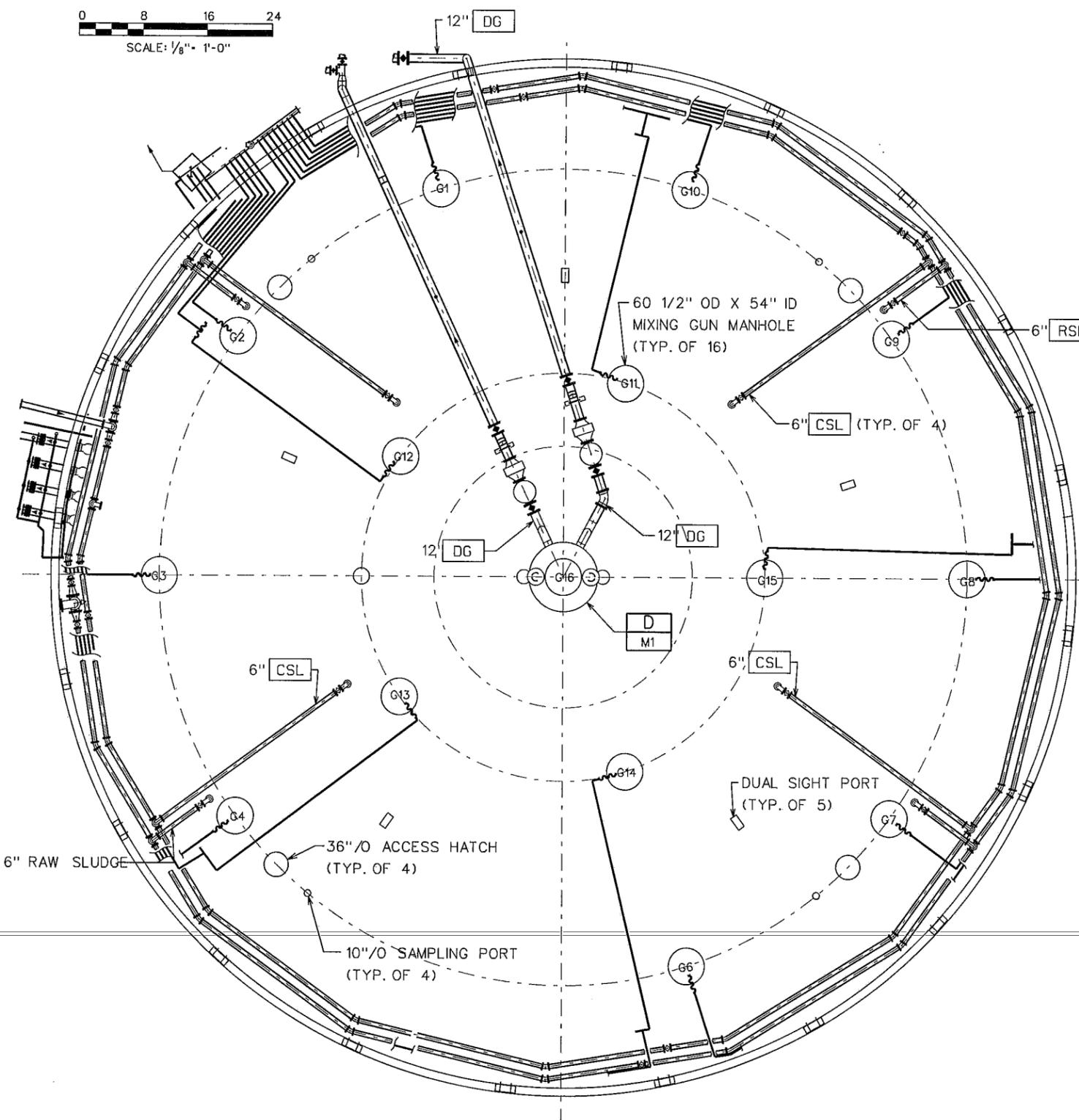
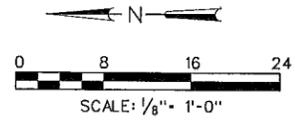
**PUBLIC UTILITIES DEPARTMENT**  
City of San Diego



DRAWING STATUS						
NO.	DATE	REQ.	REVISION	DESCRIPTION	DRAWN	CHKD

PROJECT MANAGER	DATE
DESCRIPTION	BY
APPROVED	DATE
FILED	ROYAL MANAKA DESIGN ENGINEER
CONTROL CERTIFICATION	
186-1693 LAMBERT COORDINATES	
CONTRACTOR	DATE STARTED
INSPECTOR	DATE COMPLETED





8'-6" DIA CUPULA  
SCALE: NONE

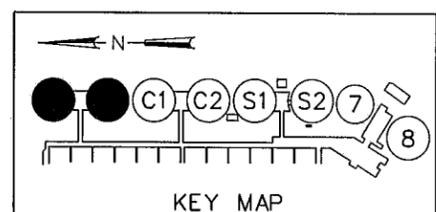
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M-1
M-2

**LEGEND**

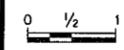
- RSL RAW SLUDGE
- CSL CIRCULATED SLUDGE
- DG DIGESTER GAS
- G1 GAS MIXING GUN

**NOTE:**

1. ENTIRE INTERIOR OF DIGESTER AND CONTROL BUILDING HAVE NEC-AREA ELECTRICAL CLASSIFICATION OF CLASS 1, GROUP D, DIVISION 1.
2. NOT ALL PIPING SHOWN ON DRAWING FOR CLARITY. CONTRACTOR TO REVIEW REFERENCE DOCUMENTS TO DETERMINE ALL EXISTING PIPING.
3. DIGESTER ROOF WALKWAY IN NOT SHOWN FOR CLARITY.



DRAWING NO. M-3	POINT LOMA WASTEWATER TREATMENT PLANT DIGESTERS 7, N1/N2 AND C1/C2 ROOF COATING REPLACEMENT AND BUBBLE/BLISTER REPAIRS DIGESTERS N1/N2 PLAN (TYPICAL)
SHEET NO. 6	
CIP NO. N/A	
SPECIFICATION NO XXXXX	
CITY OF SAN DIEGO, CALIFORNIA SHEET 6 OF 9 SHEETS	
SEWER W.O. _____	



IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

SCALE	HORIZONTAL	1/8" = 1'-0"
	VERTICAL	

**PUBLIC UTILITIES DEPARTMENT**  
City of San Diego

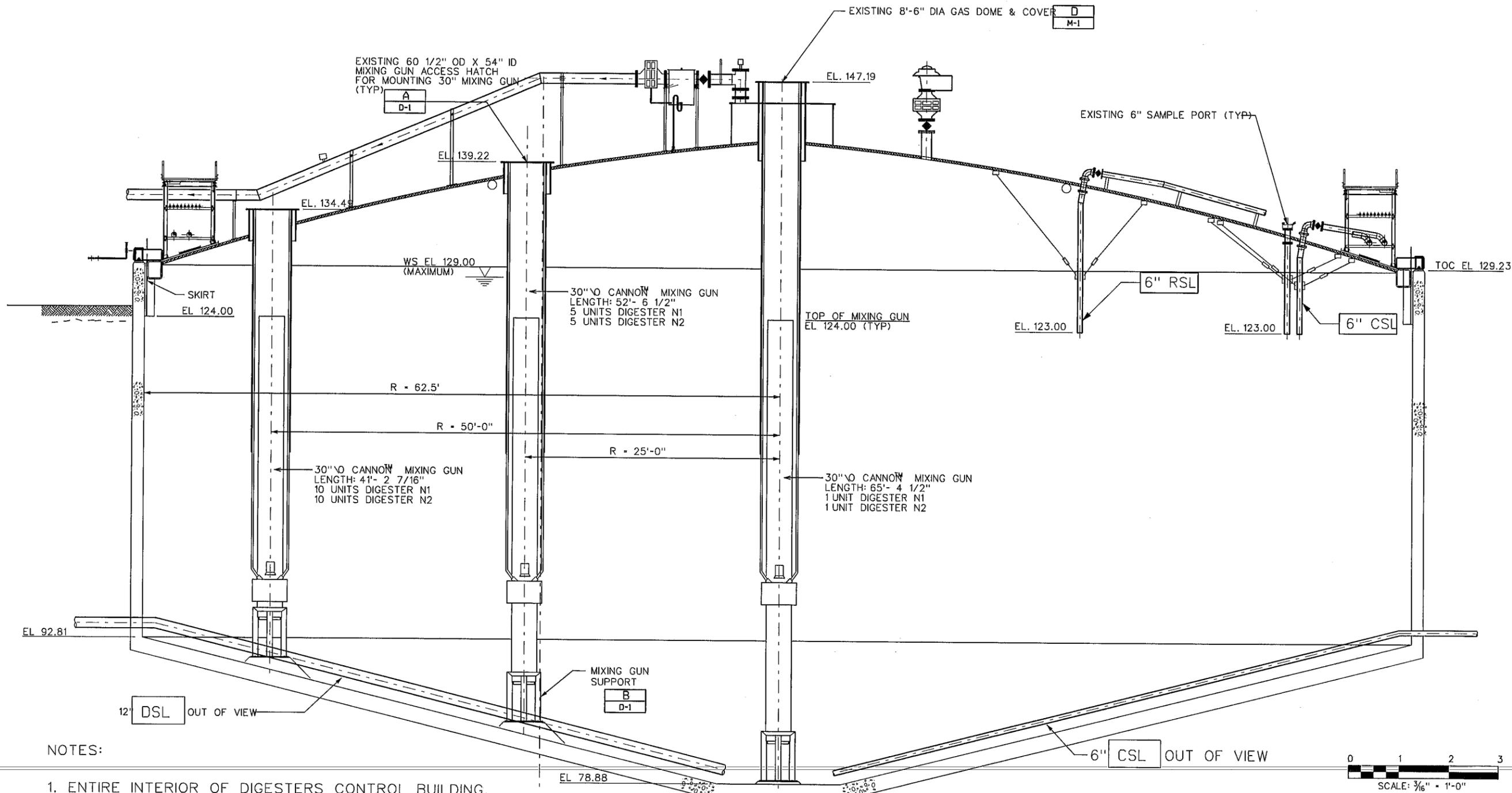


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PROJECT MANAGER				DATE			
DESCRIPTION	BY	APPROVED	DATE	FILED			

ROYAL MANAKA  
DESIGN ENGINEER

CONTROL CERTIFICATION  
186-1693  
LAMBERT COORDINATES



**NOTES:**

1. ENTIRE INTERIOR OF DIGESTERS CONTROL BUILDING, HAVE NEC-AREA ELECTRICAL CLASSIFICATION OF CLASS I, GROUP D, DIVISION 1.
2. NOT ALL PIPING SHOWN FOR CLARITY. CONTRACTOR TO REVIEW REFERENCE DOCUMENTS TO DETERMINE ALL EXISTING PIPING.

**LEGEND**

- RSL RAW SLUDGE
- CSL CIRCULATED SLUDGE
- DSL DIGESTED SLUDGE

DRAWING NO. M-4	POINT LOMA WASTEWATER TREATMENT PLANT DIGESTERS 7, N1/N2 AND C1/C2 ROOF COATING REPLACEMENT AND BUBBLE/BLISTER REPAIRS DIGESTER N1/N2 SECTION (TYPICAL)
SHEET NO. 7	
CIP NO. N/A	
SPECIFICATION NO. XXXXX	
CITY OF SAN DIEGO, CALIFORNIA SHEET 7 OF 9 SHEETS	

**WARNING**  
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IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

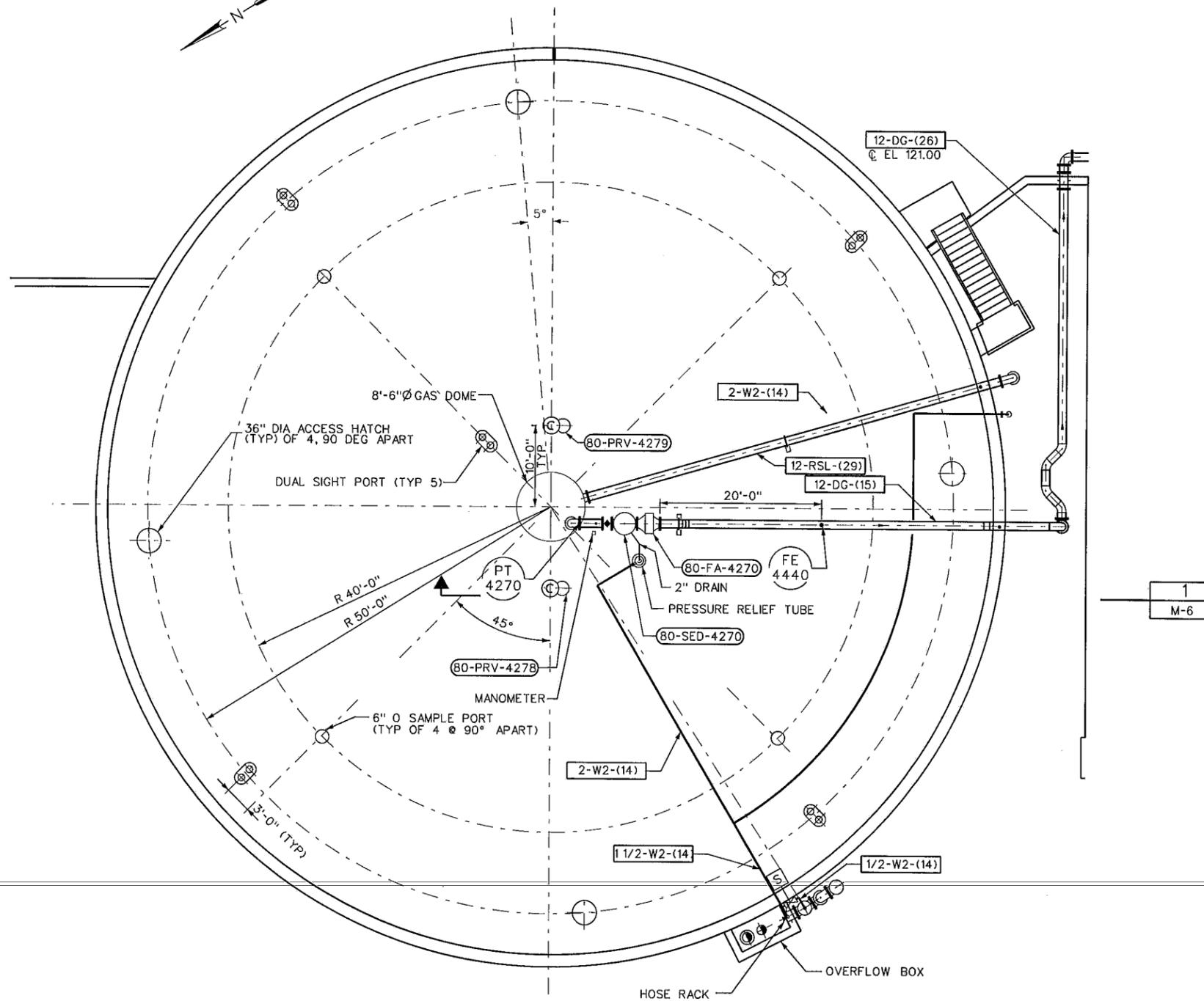
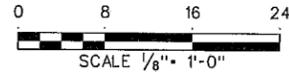
SCALE  
HORIZONTAL 3/16" = 1'-0"  
VERTICAL

**PUBLIC UTILITIES DEPARTMENT**  
City of San Diego



DRAWING STATUS										
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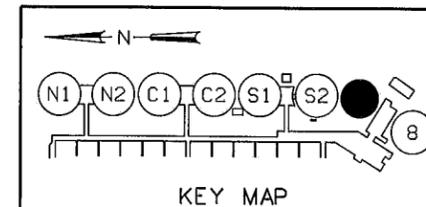
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DESCRIPTION	BY
APPROVED	DATE
FILED	
ROYAL MANAKA DESIGN ENGINEER	
CONTROL CERTIFICATION 186-1693 LAMBERT COORDINATES	
CONTRACTOR	DATE STARTED
INSPECTOR	DATE COMPLETED



NOTE:

1. ENTIRE INTERIOR OF DIGESTER CONTROL BUILDING, HAVE NEC-AREA ELECTRICAL CLASSIFICATION OF CLASS 1, GROUP D, DIVISION 1.
2. NOT ALL PIPING SHOWN FOR CLARITY. CONTRACTOR TO REVIEW REFERENCE DOCUMENT TO DETERMINE ALL EXISTING PIPING.

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M-6



DRAWING NO. M-5	POINT LOMA WASTEWATER TREATMENT PLANT DIGESTERS 7, N1/N2 AND C1/C2 ROOF COATING REPLACEMENT AND BUBBLE/BLISTER REPAIRS DIGESTER NO. 7 COVER PLAN
SHEET NO. 8	
CIP NO. 0	
SPECIFICATION NO. XXXXX	
CITY OF SAN DIEGO, CALIFORNIA SHEET 8 OF 9 SHEETS	
PROJECT MANAGER	DATE
DESCRIPTION	BY
APPROVED	DATE
FILED	
DESIGN ENGINEER	
CONTROL CERTIFICATION	
186-1693	
LAMBERT COORDINATES	
CONTRACTOR	DATE STARTED
INSPECTOR	DATE COMPLETED

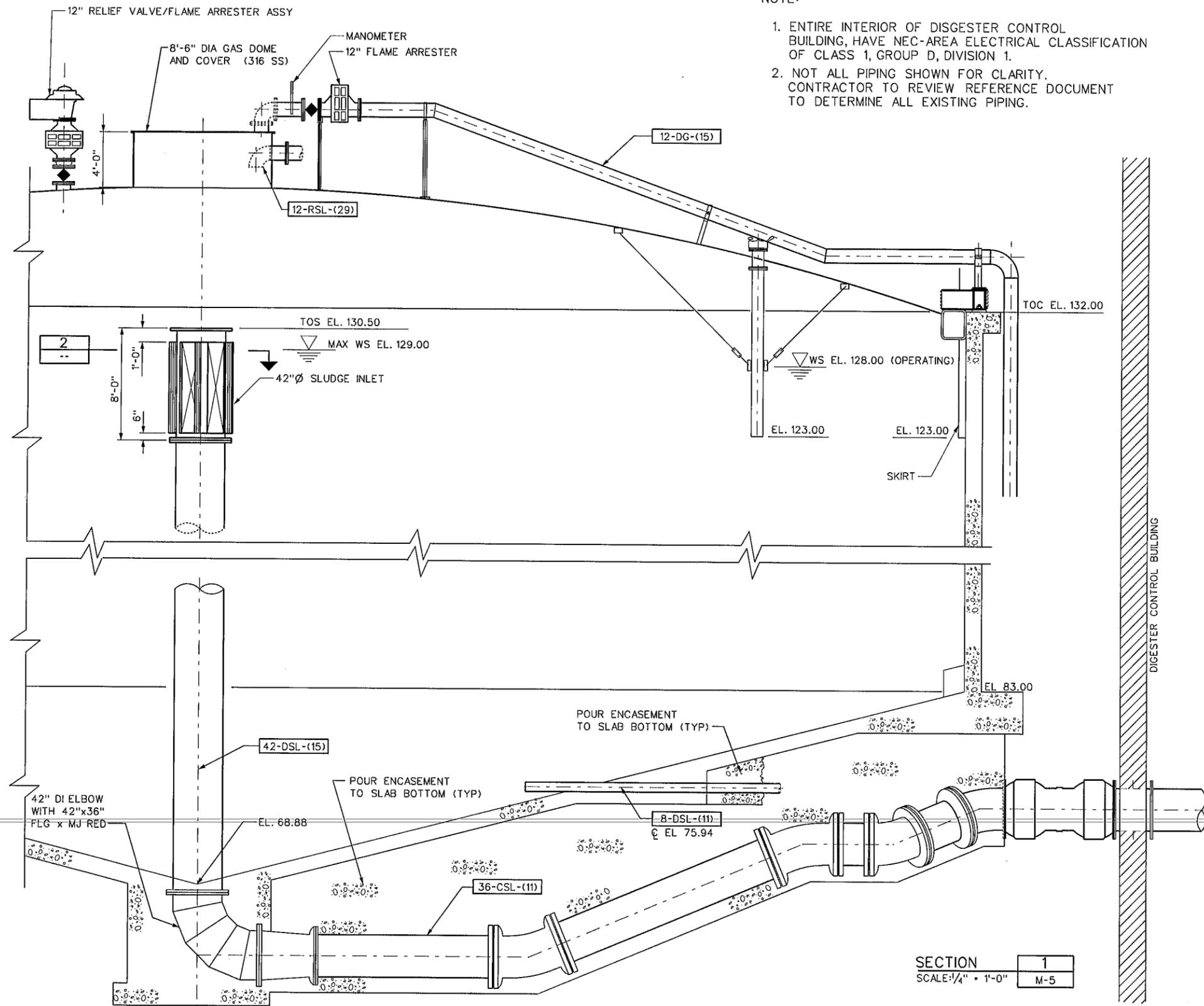
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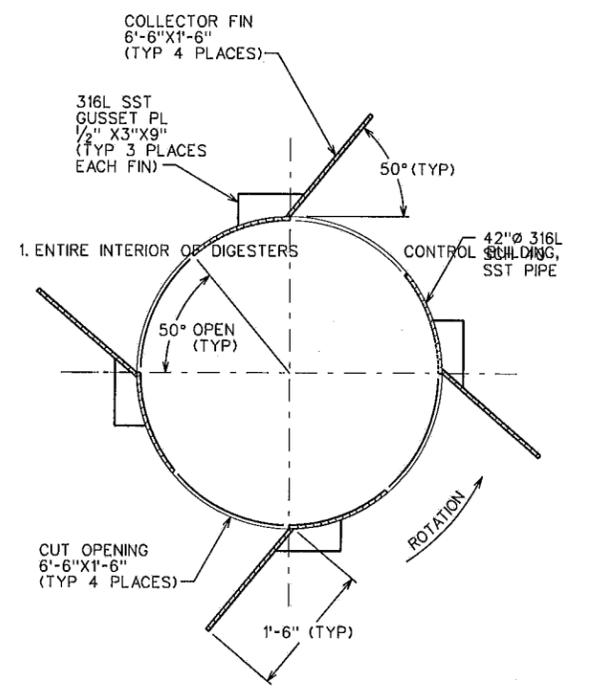
SCALE	HORIZONTAL	1/8" = 1'-0"
	VERTICAL	

**PUBLIC UTILITIES DEPARTMENT**  
City of San Diego

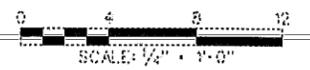




- NOTE:
- ENTIRE INTERIOR OF DIGESTER CONTROL BUILDING, HAVE NEC-AREA ELECTRICAL CLASSIFICATION OF CLASS 1, GROUP D, DIVISION 1.
  - NOT ALL PIPING SHOWN FOR CLARITY. CONTRACTOR TO REVIEW REFERENCE DOCUMENT TO DETERMINE ALL EXISTING PIPING.



SECTION 2  
SCALE: 1" = 1'-0"



SECTION 1  
SCALE: 1/4" = 1'-0"

DRAWING NO. M-6	POINT LOMA WASTEWATER TREATMENT PLANT
SHEET NO. 9	DIGESTERS 7, N1/N2 AND C1/C2 ROOF COATING REPLACEMENT AND BUBBLE/BLISTER REPAIRS
CIP NO. 0	DIGESTER NO. 7 SECTION
SPECIFICATION NO XXXXX	CITY OF SAN DIEGO, CALIFORNIA
	SHEET 9 OF 9 SHEETS
	PROJECT MANAGER _____ DATE _____
	DESCRIPTION BY APPROVED DATE FILMED
	DESIGN ENGINEER _____
	CONTROL CERTIFICATION
	186-1693
	LAMBERT COORDINATES
	CONTRACTOR _____ DATE STARTED _____
	INSPECTOR _____ DATE COMPLETED _____

WARNING  
0 1/2 1  
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

SCALE  
HORIZONTAL 1/4" = 1'-0"  
VERTICAL

PUBLIC UTILITIES DEPARTMENT  
City of San Diego



DRAWING STATUS										
NO.	DATE	REQ.	REVISION	DESCRIPTION	DRAWN	CKD	APD	PE	EM	QA/QC

## **APPENDIX B**

### **Notice of Exemption**

NOTICE OF EXEMPTION

(Check one or both)

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

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

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

PROJECT NO.: N/A PROJECT TITLE: PLWTP DIGESTER 7 ROOF SYSTEM REPLACEMENT AND DIGESTERS N1, N2, C1 AND C2 ROOFS BUBBLE/BLISTER REPAIRS

PROJECT LOCATION-SPECIFIC: The project is located at the Point Loma Wastewater Treatment Plant (PLWTP). PLWTP is located at 1902 Gatchell Road, within the Peninsula Community Planning Area, San Diego, California (Thomas Bros. Guide Page 1308 A1; Sewer Field Book Page B25S). Project activities are located outside the MHPA.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT:

This scope of work for this project includes replacement and repair of roofing materials at facilities within the PLWTP. Digester 7 work includes removal and legal disposal of approximately 9,600 square feet of existing roof insulation and coating system, surface preparation, applying a coating of anticorrosive epoxy and urethane foam insulation, and applying waterproof coating to cover the foam. Digesters N1/N2 & C1/C2 repairs include, removal of approximately 5,000 square feet of damaged roof, top coat and foam at each bubble, inspect for delaminating from the steel substrate, clean and prime the substrate with anticorrosive epoxy, complete spot repairs, then apply a waterproof coating to protect the foam. All work, including access and staging would be located within the existing facilities. No biological impacts are proposed. No impacts to archeological resources are expected as no excavation is proposed.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

Public Utilities Department, Wastewater Branch, 9192 Topaz Way, San Diego, CA 92123, Keli Balo 858.292.6423

EXEMPT STATUS: (CHECK ONE)

- ( ) MINISTERIAL (SEC. 21080(b)(1); 15268);
( ) DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
( ) EMERGENCY PROJECT (SEC. 21080(B)(4))
(X) CATEGORICAL EXEMPTION: (SECTION 15301 EXISTING FACILITIES)
( ) STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT:

The roof material repairs and replacement at PLWTP does not involve an expansion of use and will not result in significant impacts to sensitive biological or archaeological resources. There are no affected related surface public facilities. Furthermore, the project meets criteria set forth in CEQA Section 15301 which allows for maintenance to existing facilities/infrastructure and appurtenances.

LEAD AGENCY CONTACT PERSON:

Martha Blake, Senior Planner, DSD/Environmental Analysis Section, TELEPHONE: (619) 446-5375

IF FILED BY APPLICANT:

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

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

[Signature] / Senior Planner
SIGNATURE/TITLE

APRIL 5, 2013
DATE

CHECK ONE:

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

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

## **APPENDIX C**

### **Fire Hydrant Meter Program**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

**Reference**

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

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

Process for Issuance

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

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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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).

**Larry Gardner  
Water Department Director**

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

### **APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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

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

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

**Note:**

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

Date

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

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

## **APPENDIX D**

### **Materials Typically Accepted by Certificate of Compliance**

## **Materials Typically Accepted by Certificate of Compliance**

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

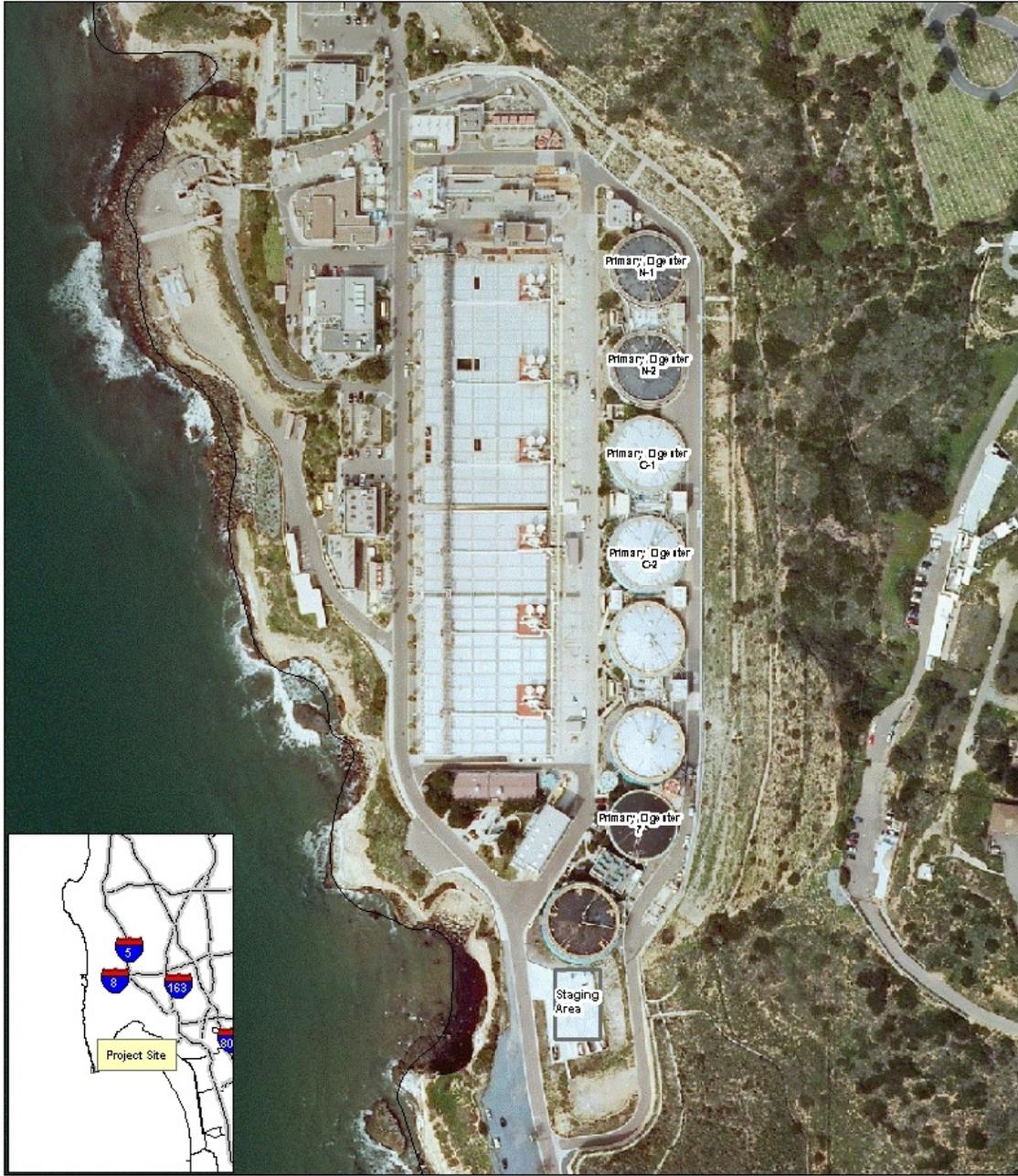
**APPENDIX E**

**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						
<b>CHANGE ORDERS</b>											
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)						
<b>SUMMARY</b>								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						<b>Retention and/or Escrow Payment Schedule</b>					
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											

## **APPENDIX F**

### **Location Map**

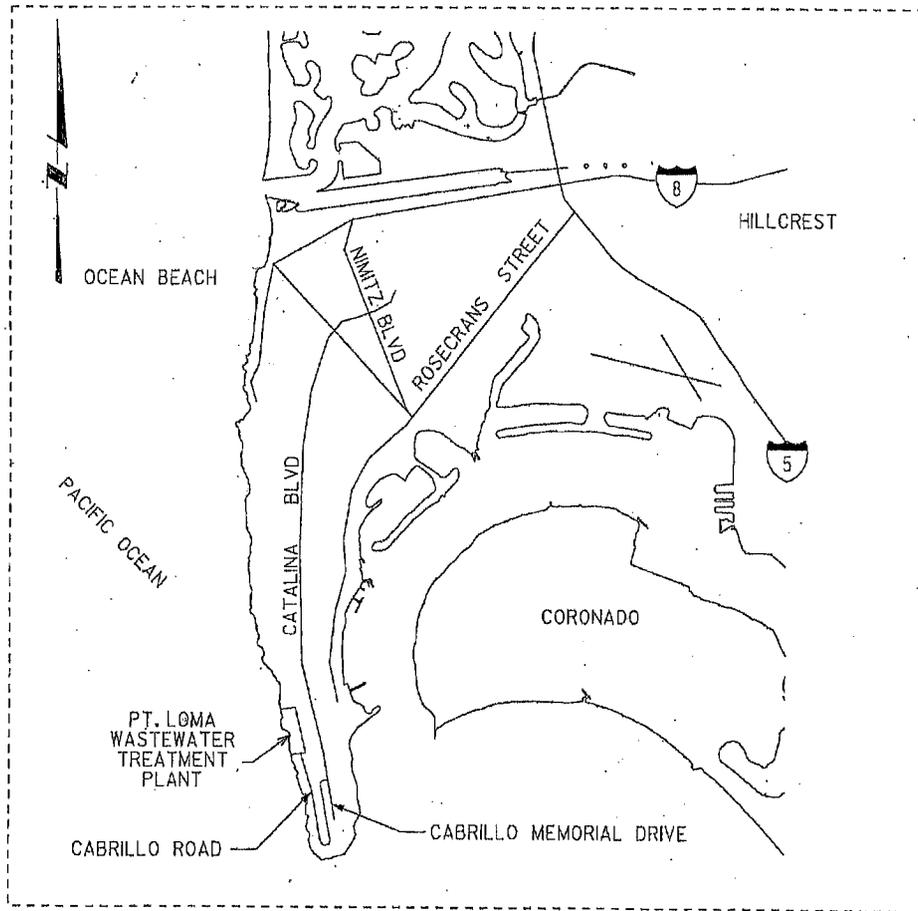


POINT LOMA TREATMENT PLANT  
DIGESTER C1/C2/N1/N2/7

LOCATION MAP

**APPENDIX G**  
**Adjacent Projects**

# Grit Improvement Project (GIP), and Sedimentation Basin Improvement Project



LOCATION MAP

## **APPENDIX H**

### **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](http://www.swrcb.ca.gov/rwqcb9/board_decisions/adopted_orders/2002/2002_0020.shtml)), and as follows:

Discharged water has been dechlorinated to below <b>0.1</b> (mg/l) level; and effluent has been maintained between <b>6 and 9</b> (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:						
	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:						
	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]

**ATTACHMENT F**  
**INTENTIONALLY LEFT BLANK**

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Damian Singleton - Contract Specialist, Email: [dsingleton@sandiego.gov](mailto:dsingleton@sandiego.gov)  
Phone No. (619) 533-3482 - Fax No. (619) 533-3633  
ASohikish / BDoringo / LS

## CONTRACT DOCUMENTS



## FOR

## POINT LOMA DIGESTERS 7, N1/N2 AND C1/C2 ROOF COATING REPLACEMENT AND BUBBLE/BLISTER REPAIRS

VOLUME 2 OF 2

BID NO.: \_\_\_\_\_ K-14-5976-DBB-3-A  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ 21002257  
CLIENT DEPARTMENT: \_\_\_\_\_ 2011  
COUNCIL DISTRICT: \_\_\_\_\_ JC  
PROJECT TYPE: \_\_\_\_\_ 2

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

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2))
- PREVAILING WAGE RATES APPLY: STATE  FEDERAL

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY  
REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION

**TABLE OF CONTENTS**

**DESCRIPTION**

**PAGE NUMBER**

**Volume 2 - Bidding Documents**

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

1. Bid/Proposal..... 3  
2. Bid Bond ..... 6  
3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112  
and PCC 7106 ..... 7  
4. Contractors Certification of Pending Actions ..... 8  
5. Equal Benefits Ordinance Certification of Compliance..... 9  
6. Proposal (Bid)..... 10  
7. Form AA35 - List of Subcontractors ..... 13  
8. Form AA40 - Named Equipment/Material Supplier List ..... 14

**BIDDING DOCUMENTS**

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**PROPOSAL**

**Bidder's General Information**

To the City of San Diego:

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

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

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

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

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_

**BIDDING DOCUMENTS**

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(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

\_\_\_\_\_

\_\_\_\_\_

(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. \_\_\_\_\_

(7) Email Address \_\_\_\_\_

**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. \_\_\_\_\_

(7) Email Address \_\_\_\_\_

**BIDDING DOCUMENTS**

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

In accordance with the “**NOTICE INVITING 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 \_\_\_\_\_,

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): \_\_\_\_\_

Email Address: \_\_\_\_\_

**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 \_\_\_\_\_,

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_

\_\_\_\_\_  
(NOTARIAL SEAL)





**BIDDING DOCUMENTS**

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_  
Name

\_\_\_\_\_ Date \_\_\_\_\_  
Signature

**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](http://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
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**FOR OFFICIAL CITY USE ONLY**

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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(Rev 02/15/2011)

**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **Point Loma Digesters 7, N1/N2 and C1/C2 Roof Coating Replacement and Bubble/Blister Repairs**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
<b>BASE BID</b>							
1	1	LS	237110	9-3.4.1	Mobilization & Demobilization	<del> </del>	\$
2	1	LS	237110	9-3.1	Digester Roof Demolition, Stripping, Sandblasting, Dust Control – All Digesters	<del> </del>	\$
3	1	LS	237110	9-3.1	Construct “Tent” over Digesters 7/N1/N2 Roof	<del> </del>	\$
4	34,200	SF	237110	9-3.1	Digesters 7/N1/N2 Roof Insulation & Coating - Apply Coating of Anticorrosive Epoxy, Install the Urethane Foam, and Apply Elastomeric Coating with Non-skid Surface to Cover the Foam	\$	\$
5	2,500	SF	237110	9-3.1	Repair Digester Roof “Bubbles/Blisters” per Specifications, Digesters C1/C2	\$	\$
6	1	LS	237110	9-3.1	Apply Elastomeric Coating with Non-skid Surface to Cover Repaired Bubbles/Blisters on Digesters C1/C2	<del> </del>	\$
7	1	LS	237110	6-8.3	Extended Warranty for Digesters 7/N1/N2 Roof (10 year)	<del> </del>	\$
8	1	LS	524126	2-4.1	Bonds (Payment and Performance)	<del> </del>	\$

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
9	1	AL	237110	9-3.5	Field Orders - Type II	<del>                    </del>	\$37,000
10	1	LS	237990	701-13.9.5	Water Pollution Control Plan Implementation	<del>                    </del>	\$
11	1	AL	237110	9-3.1	Regulatory Permitting and Monitoring – Type I	<del>                    </del>	\$8,000
12	4	TON	236220	702-1.8	Site Storage and Handling of Construction and Demolition Waste	\$	\$
13	4	TON	236220	702-1.8	Disposal of Construction and Demolition Waste	\$	\$
<b>ESTIMATED TOTAL BASE BID</b>							\$

TOTAL BID PRICE FOR BID (Items 1 through 13 inclusive) amount written in words:

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The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: \_\_\_\_\_

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

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## BIDDING DOCUMENTS

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

Bidder: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Signature: \_\_\_\_\_

### NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents may cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. 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.
- G. 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.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

**BIDDING DOCUMENTS**

**LIST OF SUBCONTRACTORS**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>	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, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

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

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

**BIDDING DOCUMENTS**

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, 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 <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

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

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

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

**BIDDING DOCUMENTS**

**PROPOSAL**

*Prazos* 

**Bidder's General Information**

To the City of San Diego:

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

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

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

- (1) Name under which business is conducted N/A
- (2) Signature (Given and surname) of proprietor \_\_\_\_\_
- (3) Place of Business (Street & Number) \_\_\_\_\_
- (4) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (5) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_
- (6) Email Address \_\_\_\_\_

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted N/A

**BIDDING DOCUMENTS**

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

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

(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. \_\_\_\_\_

(7) Email Address \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted BRAZOS URETHANE, Inc.

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

  
\_\_\_\_\_  
(Signature)

CRAIG K. OPEL  
\_\_\_\_\_  
(Printed Name)

WESTERN DIVISION Vice President  
\_\_\_\_\_  
(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of TEXAS

(4) Place of Business (Street & Number) 4331 W. Santa Ana Avenue

(5) City and State FRESNO, CA Zip Code 93727

(6) Telephone No. 866-527-2967 Facsimile No. 559 675 1821

(7) Email Address C.opel@brazosurethane.com

**BIDDING DOCUMENTS**

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

In accordance with the "NOTICE INVITING 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 C-39

LICENSE NO. 982578 EXPIRES 4/30/15

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): 74-2466058

Email Address: C.opel@brazosurethane.com

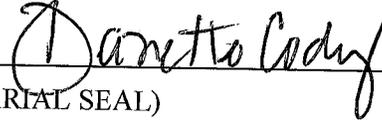
**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

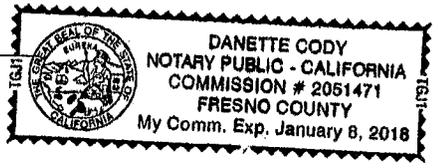
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature  Title Western Division VP

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 17th DAY OF January, 2014.

Notary Public in and for the County of Fresno, State of California

  
(NOTARIAL SEAL)



**BIDDING DOCUMENTS**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

Bid Date: February 4, 2014

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

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

Bid #K-14-5976-DBB-3-A Point Loma Digesters 7, N1/N2 and C1/C2 Roof Coating Replacement and Bubble/Blister Repairs

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

SIGNED AND SEALED, this 27th day of January, 20 14

Brazos Urethane, Inc. (SEAL)  
(Principal)

Hartford Casualty Insurance Company (SEAL)  
(Surety)

By: Howard W. Scoggin, III  
(Signature)

By: David T. Miclete  
(Signature) David T. Miclete  
Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-4  
One Hartford Plaza  
Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Codes: 61-613558, 46-504809, 46-507142, 43-483850, 46-505579

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*David G. Miclette, Sam F. Bowen, Edward G. Britt, Jr., Kristi Lovett, Barry K. McCord, Ashley Britt Russell, Robert C. Davis, David T. Miclette, Michael Tubbs, Susan Zapalowski, Rita G. Gulizo, Joni Bowen, Mary Ann Garcia, Brett A. Tisdale, Heather Noles of Houston TX, Fort Smith AR and New Orleans LA*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12<sup>th</sup> day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public  
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **January 27, 2014.**  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President

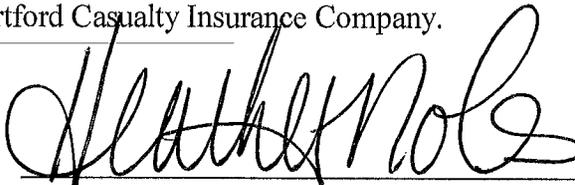
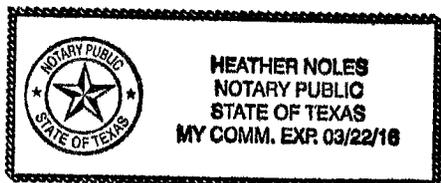
Surety Notary Acknowledgment

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 4<sup>th</sup> day of February, 2014, by David T. Miclette, Attorney-In-Fact for Hartford Casualty Insurance Company.



Notary Public in and for  
the State of Texas

Name printed: Heather Noles

My Commission Expires: March 22, 2016



**BIDDING DOCUMENTS**

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: BRAZOS URETHANE, INC.

Certified By CRAIG K. OPEL Title Western Division VP.  
Name

[Signature] Date 2/3/2014  
Signature

**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: <b>BRAZOS Urethane, Inc.</b>	Contact Name: <b>CRAIG K. OPEL</b>
Company Address: <b>4331 W. Santa Ana Ave</b>	Contact Phone: <b>559 790 8695</b>
<b>Fresno, CA 93722</b>	Contact Email: <b>c.opel@brazosurethane.com</b>

**CONTRACT INFORMATION**

Contract Title: <b>Point Loma Digesters 7, N1/N2, and C1/C2 Roof Coating &amp; Blister Repair</b>	Start Date: <b>TBD</b>
Contract Number (if no number, state location): <b>1902 Gatchell Rd San Diego, CA.</b>	End Date: <b>TBD</b>

**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](http://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.

**CRAIG K. OPEL / Western Division Mgr**

Name/Title of Signatory

Signature

**2/3/14**  
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**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **Point Loma Digesters 7, N1/N2 and C1/C2 Roof Coating Replacement and Bubble/Blister Repairs**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
<b>BASE BID</b>							
1	1	LS	237110	9-3.4.1	Mobilization & Demobilization	X	\$ 75,000. <sup>00</sup>
2	1	LS	237110	9-3.1	Digester Roof Demolition, Stripping, Sandblasting, Dust Control - All Digesters	X	\$ 170,000. <sup>00</sup>
3	1	LS	237110	9-3.1	Construct "Tent" over Digesters 7/N1/N2 Roof	X	\$ 78,000. <sup>00</sup>
4	34,200	SF	237110	9-3.1	Digesters 7/N1/N2 Roof Insulation & Coating - Apply Coating of Anticorrosive Epoxy, Install the Urethane Foam, and Apply Elastomeric Coating with Non-skid Surface to Cover the Foam	\$ 8.00	\$ 273,600. <sup>00</sup>
5	2,500	SF	237110	9-3.1	Repair Digester Roof "Bubbles/Blisters" per Specifications, Digesters C1/C2	\$ 20.00	\$ 50,000. <sup>00</sup>
6	1	LS	237110	9-3.1	Apply Elastomeric Coating with Non-skid Surface to Cover Repaired Bubbles/Blisters on Digesters C1/C2	X	\$ 7500. <sup>00</sup>
7	1	LS	237110	6-8.3	Extended Warranty for Digesters 7/N1/N2 Roof (10 year)	X	\$ 3,500. <sup>00</sup>
8	1	LS	524126	2-4.1	Bonds (Payment and Performance)	X	\$ 9,000. <sup>00</sup>

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
9	1	AL	237110	9-3.5	Field Orders - Type II	X	\$37,000	
10	1	LS	237990	701-13.9.5	Water Pollution Control Plan Implementation	X	\$ 8,000.00	
11	1	AL	237110	9-3.1	Regulatory Permitting and Monitoring - Type I	X	\$8,000	
12	4	TON	236220	702-1.8	Site Storage and Handling of Construction and Demolition Waste	\$ 400.00	\$ 1,600.00	
13	4	TON	236220	702-1.8	Disposal of Construction and Demolition Waste	\$ 98.90	\$ 395.60	
<b>ESTIMATED TOTAL BASE BID</b>								<b>\$ 721,595.60</b>

TOTAL BID PRICE FOR BID (Items 1 through 13 inclusive) amount written in words:

*Seven hundred twenty one thousand five hundred and five dollars + 60/100 Sixty cents.*

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: Addendum "A"

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

- Howard Wallace Scoyans III CEO, Treasurer
- Shelby Scoyans - Secretary
- Chris K Ober - Vice President - Western Division Mgr

**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.

Bidder: BAZOS Urethane, Inc. Howard Wallace Scoggins III - Treasurer, Shelby Scoggins - Secretary

Title: CRAYS K. OPEL - Western Division Manager-VP.

Business Address: 1031 6<sup>th</sup> Street N, Texas City, TX 77590 CORPORATE ADDRESS

Place of Business: 4331 W. Santa Ana Avenue, FRESNO, CA 93722 Western Division MAN OFFICE

Place of Residence: 26437 FOWDA AVENUE, MADERA, CA 93638 - Division Mgr

Signature: 

**NOTES:**

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents may cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. 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.
- G. 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.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

**BIDDING DOCUMENTS**

**LIST OF SUBCONTRACTORS**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>THAROS</u> Address: <u>5022 THORNE DR</u> City: <u>LAMESA</u> State: <u>CA</u> Zip: <u>91942</u> Phone: <u>619 669 8377</u>	<u>Brazos</u> <u>Urethane</u> <u>City of San Diego</u>	<u>Scaffolding &amp; Containment</u>	<u>\$ 75,000.00</u>	<u>ELBE, SLBE</u>	<u>City of San Diego</u>	<u>N/A</u>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

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

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

237110 Water and Sewer Line and Related Structures Construction

Terramar Consulting Engineers, Inc.  
 Kyle@terramarEng.com

Jonathan Rydeen (760) 603-1900 Fax: (760) 603-1909

**License Type**      **Business Status**  
 CSD-12                  Small

NOTE: Professional Services

541340 Drafting Services

541330 Engineering Services

Teshima Design Group  
 Ron@teshimadesign.com

Ronald S. Teshima (858) 693-8824 Fax: (858) 693-1182

**License Type**      **Business Status**  
 ARC                      Emerging

NOTE: Professional Services

541320 Landscape Architectural Services

Tharsos  
 Tharsosconstruction@gmail.com

Michael Lopez (619) 467-0690 Fax: (619) 241-8514

**License Type**      **Business Status**  
 A                          Emerging  
 B                          Emerging

NOTE:

237120 Oil and Gas Pipeline and Related Structures Construction

237990 Other Heavy and Civil Engineering Construction

237110 Water and Sewer Line and Related Structures Construction

The Bernard Johnson Group  
 Bjohnson@thebjgroup.com

Bernard Johnson (619) 466-7800 Fax: (619) 255-1501

**License Type**      **Business Status**  
 Goods/Services      Emerging

NOTE: Project Management and Value Engineering

541330 Engineering Services

522310 Mortgage and Nonmortgage Loan Brokers

531390 Other Activities Related to Real Estate

522292 Real Estate Credit

522294 Secondary Market Financing

541191 Title Abstract and Settlement Offices

**BIDDING DOCUMENTS**

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

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

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

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

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

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

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

# City of San Diego

CITY CONTACT: Damian Singleton, Contract Specialist, Email: dsingleton@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633

## ADDENDUM "A"

FOR



### POINT LOMA DIGESTERS 7, N1/N2 AND C1/C2 ROOF COATING REPLACEMENT AND BUBBLE/BLISTER REPAIRS

BID NO.: K-14-5976-DBB-3-A  
SAP NO. (WBS/IO/CC): 21002257  
CLIENT DEPARTMENT: 2011  
COUNCIL DISTRICT: JC  
PROJECT TYPE: 2

#### BID DUE DATE:

**2:00 PM**

**FEBRUARY 4, 2014**

**CITY OF SAN DIEGO**

**PUBLIC WORKS CONTRACTING GROUP**

**1010 SECOND AVENUE, 14<sup>TH</sup> FLOOR, MS 614C**

**SAN DIEGO, CA 92101**

**A. CHANGES TO CONTRACT DOCUMENTS**

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

**B. BIDDER'S QUESTIONS**

**Question pertaining to Terms and Conditions**

**Q1.** Is the manufacturer required to provide both foam and coating (single source)?

**A1.** NO. The urethane foam insulation product and elastomeric roof coating just need to meet the specifications. It is the responsibility of Contractor and coatings vendor(s) to make sure the two products are compatible.

**Q2.** Must one manufacturer warranty both the foam and coatings?

**A2.** NO. The Contractor is responsible for the warranty.

Because the City is requiring **the Contractor** to provide a ten (10) year "full system" roofing warranty on Digesters N1/N2 and Digester 7, the contractor and his paint/coating supplier will have the opportunity to recommend "or equal" materials and epoxy and elastomeric coating thicknesses to build their roofing system to meet the 10 year warranty as a submittal. Final approval of materials and thicknesses will be made by the City.

**Q3.** Will a Class A roof fire rating be required?

**A3.** YES. The Specifications for the Foam Insulation and Elastomeric Roof Coating both require passing all UL -790/ ASTM D-1360 Class "A" label requirements.

**Q4.** Will acrylic roof coating applied at thickness required by the foam and coating manufacturer meeting IBC fire and City of San Diego warranty requirements be accepted?

**A4.** YES. If the City accepts the acrylic roof coating "as equal" to what is specified in the Contract Documents. Because the City is requiring the Contractor to provide a ten (10) year "full system" roofing warranty on Digesters N1/N2 and Digester 7 , **the contractor and his paint/coating supplier are allowed to recommend "or equal" materials, epoxy and elastomeric coating thicknesses to build their roofing system to meet the 10 year warranty requirements. Final approval of materials and thicknesses will be made by the City.**

James Nagelvoort, Director  
Public Works Department

Dated: *January 29, 2014*  
San Diego, California

JN/BD/ls

January 29, 2014  
Point Loma Digesters 7, N1/N2 and C1/C2 Roof  
Coating Replacement and Bubble/Blister Repairs

**ADDENDUM "A"**

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