

ORIGINAL

City of San Diego

CONTRACTOR'S NAME: Downstream Services, Inc.
 ADDRESS: 2855 Progress Pl, Escondido, CA 92029
 TELEPHONE NO.: (760) 746-2544 FAX NO.: (760) 746-2667
 CITY CONTACT: Clementina Giordano, Contract Specialist, Email: CGiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633
CGascon/Ajaro/egz

CONTRACT DOCUMENTS



FOR

EMERGENCY CONSTRUCTION SERVICES FOR: Emergency Storm Drain Pipe Lining

BID NO.: K-16-6682-EMR-1
 SAP NO. (WBS/IO/CC): 21003729
 CLIENT DEPARTMENT: 2116
 COUNCIL DISTRICT: CITYWIDE
 PROJECT TYPE: CA

Document No. C-16929
 Filed JUN 16 2016
 Office of the City Clerk
 San Diego, California

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

5/9/2016

Date

Seal:



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CITY OF SAN DIEGO, CALIFORNIA

GENERAL INSTRUCTIONS

1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this emergency project at the direction of the City Engineer.
- 1.2. The Work consists of repair and rehabilitation of 750 linear feet of storm drain pipe at five (5) locations in the City of San Diego as listed below:

Bounty Street
Pomeroy Street
Viar Avenue
Ibis Street
Adams Avenue
- 1.3. Repairs will include televising, cleaning, and lining the storm drain pipe with ultraviolet cured Glass Fibre Reinforced Plastic (GFRP) cast-in-place pipe lining. The Contractor will determine the type of material to provide lining strength based on site conditions, pipe characteristics, pipe conditions based on the manufacturer's material selection criteria and the performance criteria provided by the City.
- 1.4. This solicitation is for a firm Bid with Lump Sum and Unit Price items to be paid in accordance with SECTION 9, "MEASUREMENT AND PAYMENT" of the Specifications.

2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.
- 2.2. 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.

3. EQUAL OPPORTUNITY.

- 3.1. DELETE the entire Chapter 10, Sections D and E of the WHITEBOOK 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.
4. **CONTRACT TIME:** The Work shall be completed within **60 Calendar Days** from the date of issuance of the Notice to Proceed.
 5. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$165,759.00**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the City that sufficient additional funding has been secured.
 6. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time of award. The City has determined the following licensing classification(s) for this contract: Class A.
 7. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 7.1. **COMPLIANCE WITH PREVAILING WAGE REQUIREMENTS:** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 7.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

7.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

7.2. PENALTIES FOR VIOLATIONS: Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

7.3. PAYROLL RECORDS: Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

7.3.1. For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

7.4. APPRENTICES: Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

7.5. WORKING HOURS: Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

- 7.6. **REQUIRED PROVISIONS FOR SUBCONTRACTS:** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 7.7. **LABOR CODE SECTION 1861 CERTIFICATION:** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”
- 7.8. **LABOR COMPLIANCE PROGRAM:** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.
- 7.9. **CONTRACTOR AND SUBCONTRACTOR REGISTRATION REQUIREMENTS:** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
- 7.9.1. A Contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
8. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

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

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. SUBMITTAL OF “OR EQUAL” ITEMS: See 4-1.6, “Trade Names or Equals.”

11. SUBCONTRACT LIMITATIONS: The Bidder’s attention is directed to Standard Specifications for Public Works Construction, Section 2-3, “SUBCONTRACTS” which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.

12. PLANS AND SPECIFICATIONS: When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City’s Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such questions will be issued in writing. Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the, Public Works Contracts Branch, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, Telephone No. (619) 533-3450.

13. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
14. **PROPOSAL FORMS:** The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor 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.
15. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.
16. **AWARD OF CONTRACT OR REJECTION OF PROPOSALS:**
 - 16.1. This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list or may be awarded to another contractor in case the list of available emergency contractors list is exhausted.
 - 16.2. The City reserves the right to reject the proposal from the emergency list-selected contractor and request a proposal from the next contractor on the list when such rejection is in the best interests of the City.
17. **THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within **1 Working Day** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Proposal.

The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist or in the case the emergency contractor's list is exhausted to any other responsive contractor on a sole-source basis who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
18. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Contractor 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. The signing of the Contract shall be conclusive evidence that the Contractor 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 Contract Documents.

- 19. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 19.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 19.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 19.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 19.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 19.5.** 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.
 - 19.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 19.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

James Nagelvoort, Director
Public Works Department

**AGREEMENT
FOR
EMERGENCY CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
DOWNSTREAM SERVICES, INC.**

This Emergency Construction Services Agreement (Agreement) is made and entered into by and between The City of San Diego (City), California a municipal corporation, and **Downstream Services, Inc.** (Contractor), for the purpose of designing (when required) and performing emergency construction services at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the emergency project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City had previously issued a Request for Qualifications (RFQ), via RFQ 5753, for on-call emergency construction services.
- D. In accordance with this RFQ, Contractors submitted Statements of Qualifications (SOQ) for these services from which the City established a pre-qualified list of the most highly qualified contractors to perform emergency construction services as directed by the City.
- E. In accordance with said RFQ, the Contractor submitted an SOQ and is prepared to enter into this agreement.
- F. The City has selected the Contractor from the City's list of on-call contractors to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- G. The Contractor is ready, willing, and able to perform the emergency construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

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

AGREEMENT

THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", agrees to pay **Downstream Services, Inc.** herein called "Contractor" for its time and materials used to construct ; in the amount not to exceed One Hundred Sixty-Five Thousand Seven Hundred and Fifty-Nine Dollars 00/100 (\$165,759.00).

- A. The following are incorporated into this contract as though fully set forth herein:
 - 1. The attached Faithful Performance and Payment Bonds.
 - 2. The attached Proposal included in the Bid documents by the Contractor.
 - 3. Reference Standards listed in the General Instructions and the Supplementary Special Provisions (SSP).
 - 4. That certain documents entitled **Emergency Storm Drain Pipe Lining**; on file in the office of the Public Works Department as Document No. **21003729**, as well as all matters referenced therein.

- B. 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 **Emergency Storm Drain Pipe Lining**, Bid Number **K-16-6682-EMR-1**, San Diego, California.

- C. 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.

- D. 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.

- E. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last signatory below, whichever occurred first.

- F. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.

- G. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.

- H. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.

- I. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3004.
- J. The Contractor shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004. A sample provision is as follows:

“Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”
- K. Pledge of Compliance may be downloaded at:
http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf
- L. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the allowed number of Working Days from the NTP as specified in the Notice of Award, unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice of Award.
- O. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.
- P. Prior to NTP or as required by the City, the Contractor shall:
 - 1. File surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
 - 2. Obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the emergency contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By

By

Print Name: Clementina Giordano
Contract Specialist
Public Works Department

Print Name: Davin A. Widgerow
Deputy City Attorney

Date:

6/8/14

Date:

6-9-2016

CONTRACTOR

Downstream Services Inc

By

Print Name: Wilma Roberts

Title:

President

Date:

5/16/16

City of San Diego License No.: B2003008957

State Contractor's License No.: 807953

AGREEMENT (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Downstream Services, Inc. _____, a corporation, as principal, and
Western Surety Company _____, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors
and assigns, jointly and severally, to The City of San Diego a municipal corporation in the
sum of One Hundred Sixty-Five Thousand Seven Hundred Fifty-Nine Dollars and .00/100
(\$165,759.00) for the faithful performance of the annexed contract, and in the sum of One
Hundred Sixty-Five Thousand Seven Hundred Fifty-Nine Dollars and .00/100
(\$165,759.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **EMERGENCY STORM DRAIN PIPE LINING**, Bid Number **K-16-6682-EMR-1**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

AGREEMENT (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated _____ May 26, 2016 _____

Approved as to Form

Downstream Services, Inc. _____

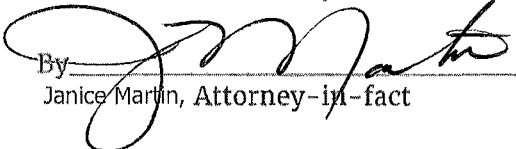
Principal
By  _____

Wilma Roberts
Printed Name of Person Signing for
Principal

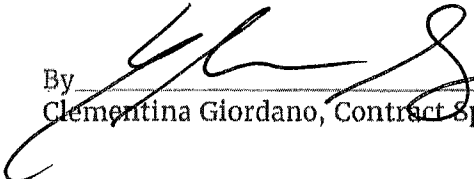
Jan I. Goldsmith, City Attorney

By  _____
Deputy City Attorney

Western Surety Company _____

Surety
By  _____
Janice Martin, Attorney-in-fact

Approved:

By  _____
Clementina Giordano, Contract Specialist

1455 Frazee Road, Suite 300
Local Address of Surety

San Diego, CA 92108
Local Address (City, State) of Surety

(619) 682-3510
Local Telephone No. of Surety

Premium \$ 2,158.00
Premium is for contract term and subject to adjustment based on final contract price.

Bond No. 58735395 _____

12 2016 11 11 11
19 | Page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On MAY 26 2016

before me, John Richard Flores JR.

, Notary Public,

Date

Insert Name of Notary exactly as it appears on the official seal

personally appeared Janice Martin

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~ss~~) whose name(~~ss~~) is/~~was~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~it~~/~~we~~ executed the same in ~~his~~/her/~~its~~/~~our~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~its~~/~~our~~ signature(~~s~~) on the instrument the person(~~ss~~), or the entity upon behalf of which the person(~~ss~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public John Richard Flores JR.



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: Surety Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence F Mc Mahon, James Baldassare Jr, Sarah Myers, Maria Guise, Lilia Robinson, Charlotte Aquino, Jennifer L Clampert, Janice Martin, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of July, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of July, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of MAY 26 2016, _____.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT A

DRUG-FREE WORKPLACE

PROJECT TITLE: Emergency Storm Drain Pipe Lining

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;

Downstream Services, Inc.

(Name under which business is conducted)

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

Signed

WR

Printed Name

Wilma Roberts

Title

President

EXHIBIT B

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

EXHIBIT B

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

PROJECT TITLE: Emergency Storm Drain Pipe Lining

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;

Downstream Services, Inc

(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 Wilma Roberts

Title President

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Emergency Storm Drain Pipe Lining

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

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

Dated this 16th Day of May, 2016,

Signed 

Printed Name Wilma Roberts

Title President

EXHIBIT D

AFFIDAVIT OF DISPOSAL

EXHIBIT D

AFFIDAVIT OF DISPOSAL

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

Emergency Storm Drain Pipe Lining

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-16-6682-EMR-1**; SAP No. (WBS/IO/CC) **21003729**; 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

EXHIBIT E


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

EXHIBIT E

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

State of California)
County of San Diego) ss.

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

Signed: 

Title: President

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

(SEAL)

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

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me
on this 17 day of May, 2016,
by
(1) Wilma Roberts,
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)



Place Notary Seal Above

(and)
(2) N/A,
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- 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
		<i>none</i>			

Contractor Name: Downstream Services, Inc

Certified By Wilma Roberts Title President

Wilma Roberts
Signature

Date 5/16/2016

USE ADDITIONAL FORMS AS NECESSARY

EXHIBIT G

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

EXHIBIT G

For additional information, contact:

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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: <u>Downstream Services, Inc.</u>	Contact Name: <u>Shelley Kantin</u>
Company Address: <u>2855 Progress Place</u> <u>Escondido, CA 92029</u>	Contact Phone: <u>760.746.2544</u>
	Contact Email:

CONTRACT INFORMATION	
Contract Title: <u>Emergency Storm Drain Pipe Lining</u>	Start Date: <u>2-25-16</u>
Contract Number (if no number, state location): <u>K-16-4682-EMR-1</u>	End Date: <u>4-1-16</u>

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

I affirm compliance with the EBO because my firm (*contractor must select one reason*):

- Provides equal benefits to spouses and domestic partners.
- Provides no benefits to spouses or domestic partners.
- Has no employees.
- Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

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

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

Wilma Roberts, President [Signature] 5/16/16
 Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY			
Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:

rev 02/15/2011

EXHIBIT H

FORMS

LIST OF SUBCONTRACTORS

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Solid Structures</u> Address: <u>PO Box 848</u> City: <u>La Mesa</u> State: <u>CA</u> Zip: <u>91944</u> Phone: <u>619-464-5810</u> Email: _____	<u>Constructor</u>	<u>758791</u>	<u>Construction</u>	<u>\$3,400.00</u>	<u>NO</u>		
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | 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 | 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.

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 is to list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, is to 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 (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: <u>Reline America</u> Address: <u>24024 Frederick Rd.</u> City: <u>Clarksburg</u> State: <u>MD</u> Zip: <u>21771</u> Phone: <u>276-496-4000</u> Email: _____	<u>UV liners</u>	<u>36,508.49</u>	<u>yes</u>	<u>yes</u>	<u>no</u>	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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 | 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.

EXHIBIT I

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 2 - SCOPE AND CONTROL OF WORK

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

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

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

The Product Submittal Form is available for download at:

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

2-9.1 Permanent Survey Markers. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

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

2. Monument Preservation shall be performed by the City's Construction Management and Field Services (CMFS) Division on all Projects, unless permission is obtained for these services in writing by CMFS.
3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS shall do the following:
 - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
 - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
 - c) File a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

SECTION 4 – CONTROL OF MATERIALS

4-1.10 Foreign Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Materials that are manufactured, produced, or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise specified. Quality Control and related testing shall be performed to all applicable specified US standards. Manufacturer's testing and staff certification shall be traceable to a United States regulatory agency. Retain the materials for a sufficient period of time to permit inspection, sampling, and testing. You shall not be entitled to an extension of time for acts or events occurring outside of, at point of entry, or during transport to the United States.

SECTION 5 – UTILITIES

5-2 PROTECTION. ADD the following:

1. You shall repair or replace traffic signal and lighting system equipment within 72 hours after notification of defects by the Engineer.
2. While working in or around meter boxes, you shall protect in place all Advanced Metering Infrastructure (AMI) devices attached to the water meter or located in or near water meter boxes, coffins, or vaults **in accordance with the Contract Documents**. This includes any antenna installed through the meter box lid.

- a) Avoid damaging the antenna, cable, and endpoints when removing the meter box lid and when disconnecting AMI endpoints from the register on top of the water meter.
- b) If meters or AMI devices need to be removed or relocated, the AMI endpoints shall be reinstalled with the Encoder/Receiver/Transmitter (ERT) pointing upwards.
- c) Because the AMI equipment is uniquely matched to each service location and to specific meter serial numbers, any AMI devices that are removed or disconnected shall be reinstalled on the same service lateral as well as to the same meter serial number it was attached to originally.
- d) Do not change or modify the lid if the lid has an antenna drilled through it.
- e) If you encounter damaged, disconnected, buried, or broken AMI endpoints, cables between the registers, antennae, lids, or ERTs, notify the Engineer within 24 hours.
- f) Any AMI equipment damaged by you shall be repaired or replaced by City Forces at your expense.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

The insurance provisions herein shall 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 shall 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. The payment for insurance shall be included in the Contract Price as bid by you. 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 shall 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 shall 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 shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall 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 shall 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 shall be outside the limits of the policy.

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall 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 shall 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 shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

- a) You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your Work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall 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 shall 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 shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

7-3.5.1.3 Project General Aggregate Limit. The policy or policies shall 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 shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall 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 shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall 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 shall 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 shall 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 shall 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 shall be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers</u>
<u>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 requires 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 shall 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 shall 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.

7-10.5.3 Steel Plate Covers. Table 7-10.5.3 (A), REVISE the plate thickness for 5'-3" trench width to read 1³/₄".

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, Paragraph (4), Sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

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

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

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

1. To ensure consistency with the City's community outreach plan for the project, the City shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Your efforts to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who shall perform the required community outreach services.
3. You shall closely coordinate the Work with the businesses, institutions, residents, and property owners impacted by the Project.
4. Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 Days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's internal public contact tracking system.
5. You shall execute the Information Security Policy (ISP) Acknowledgement Form - For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:
 - a) Your contact information is made available on any outreach materials.
 - b) You will be the primary point of contact to resolve project related inquiries and complaints.
6. Electronic Communication.
 - a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
 - b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.
 - c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (*.msg).
 - d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

7-16.1.1 Quality Assurance.

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

7-16.1.2 Submittals.

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

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 7-10.6.2, "Project Identification Sign".
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) radius of the Project, of construction activities and utility service interruptions not less than 5 Days in advance.

3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a) Where Work is to be performed at least 5 Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b) Within 5 Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c) No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¹/₄ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
7. For all Work on private property, contact each owner and occupant individually a minimum of 15 Days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

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

7-16.2.3 Communications with Media.

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, uninvited members of the media may show up at construction Sites. Members of the media (including, but not limited to newspapers, magazines, radios, television, bloggers, and videographers) do not have the legal right to be in the construction Site without the City's permission.
3. In the event that media representatives arrive near or on the construction Site(s), you shall keep them off the Site(s) in a courteous and professional manner until a Public Information Officer is available to meet them at an approved location.
4. You shall report all visits from members of the media to the Resident Engineer as quickly as possible so that the City's Public Information Officer can meet with the members of the media at the construction Site(s).
5. If the City allows members of the media to access a construction Site, you shall allow the City to escort the media representatives while they are on the construction Site and shall ensure their safety.
6. You shall require media representatives to sign in and out of the Site Visitor Log and to use personal protective equipment.
7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

7-16.4 Payment.

1. The payment for the community outreach services shall be included in the Contract Price.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2.5 Withholding of Payment. To the City Supplement, item 1, subsection 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 500 – PIPELINE

ADD:

500-1.14 Storm Drain Pipe Rehabilitation.

500-1.14.1 General.

1. The following documents form a part of this specification to the extent stated herein.

- ASTM F2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Resin Pipe (CIPP)
- ASTM F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
- ASTM F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull in and inflate and Curing of a Resin-Impregnated Tube.
- ASTM D543 Test Method for Resistance of Plastics to Chemical Reagents
- ASTM D578 Standard Specification Glass Fiber Strands
- ASTM D638 Standard Test Method for Tensile Properties of Plastics.
- ASTM D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- ASTM D2122 Standard 1 Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
- ASTM D3567 Standard Practice for Determining Dimensions of "Fiberglass" (Glass- Fiber- Reinforced Thermosetting Resin) Pipe and Fittings
- ASTM D5813 Standard Specification for Cured-in Place Thermosetting Resin

500-1.14.2 Installer Qualifications.

1. The Contractor shall demonstrate that a minimum of 25,000 ft. has been successfully performed by the Contractor's job Superintendent, who shall be assigned full time to this Project. As an alternative, the Contractor must provide a minimum of 3 manufacturer representatives to assist the contractor with installation for the duration of the project. The proposed CIPP Rehabilitation process shall be proven technology, which is defined as a minimum of 250,000 linear feet of successful sanitary sewer and/or storm water collection system installations in the U.S., documented to the satisfaction of the Engineer.

500-1.14.3 Contractor Submittals.

1. The Contractor shall submit, prior to the installation or use of any lining materials or equipment, certified test results from the manufacturers which indicate that all materials conform to the applicable requirements.
2. Chemical resistance submittals – The Contractor shall submit test results of the resin proposed that meet the chemical resistance requirements of ASTM F2019. The chemical resistance tests will be completed in accordance with Test Method D543 or the equivalent
3. CIPP Field Samples – Field sampling procedure shall be in accordance with ASTM 2019.
4. MSDS Sheets – The Contractor shall submit Material Safety Data Sheets for all resins, and other additives such as accelerants, colorants, and lubricants utilized in the pipe liner/lining process.
5. Manufacturer Protocols – The Contractor shall submit manufacturer information that describes the materials, curing speeds, curing installation processes, installation pressures, temperature limitations, and recommended post curing documentation.

500-1.14.4 Materials.

1. The Contractor shall notify the City and identify any by-products produced as a result of the operations, shall test and monitor the levels, and shall comply with any and all local waste discharge requirements including the testing of curing water before its discharge to insure all curing by-products have dissipated.

500-1.14.5 Product Storage and Handling. All materials shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the manufacturer. All damaged materials rejected by the Engineer shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with current applicable regulations.

500-1.14.6 Liner. The fiberglass within the Liner shall be non-corrosion (E-CR Glass) material and shall be free from tears, holes, cuts, foreign materials and other surface defects. Its glass fibers must extend in a longitudinal direction to insure no longitudinal stretching during the pull-in process.

1. The Liner shall be constructed to withstand installation pressures as required by Manufacturer's recommendations.
2. The Liner shall be manufactured to a size that when installed will tightly fit the internal circumference and the length of the original pipe. The tube be able to stretch to fit regular pipe sections and

negotiate bends of up to 20 degrees and shall have sufficient strength to bridge missing pipe sections, with the use of a canvas sleeve if necessary.

3. Liner shall be constructed in accordance with ASTM F2019. This construction insures that the liner can be pulled in place using its own glass construction design without the aid of additional filler materials inserted into the liner. The tube shall consist of at least two separate tubes made of corrosion resistant (E-CR) glass fibers. The glass fibers shall extend in a longitudinal direction to ensure no longitudinal stretching during the pull-in process. The tube shall be impregnated with the aid of a vacuum process to insure no air enters the resin. A vacuum bath impregnation is prohibited.
4. Interior and exterior plastics shall be styrene resistant to protect and contain the resin used in the Liner.
5. The exterior plastic shall be ultra violet light resistant and translucent to allow visual inspection of the impregnation of the resin within the glass fibers.
6. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with CCTV inspection may be made.
7. The nominal Liner wall thickness shall be constructed to the nearest 0.5mm increment.

500-1.14.7 Resin. The resin used to impregnate the Liner shall produce a cured liner pipe resistant to shrinkage, corrosion, and abrasion and shall have a proven resistance to municipal wastewater.

1. The resin shall be a chemically resistant UV cured isophthalic polyester resin or vinyl ester resin (as determined by the Engineer). When cured the resin/liner system shall meet the structural and chemical resistance requirements of ASTM F2019. No resin fillers are to be allowed.

500-1.14.8 Structural Requirements.

1. The thickness of each Liner installed shall be determined using calculation methods that are consistent with applicable ASTM's. The Contractor shall submit stamped and signed designs prior to the installation of any Liner. The designs shall include a step by step calculation that shows all equations, defines all variables, lists all assumptions, and clearly indicates all values used for the design.
2. The long term (50 year extrapolated) Creep Retention Factor of the initial design flexural modulus as determined by ASTM D790 test method shall be set to 50%.

3. The cured in place pipe material (CIPP) shall conform to the structural properties as listed below.

MINIMUM PHYSICAL PROPERTIES

Wall Thickness: ASTM D2122 per ASTM F2019

Flexural Modulus of Elasticity: ASTM D-790 (short term): 725,000 psi

Flexural Strength ASTM D-790: 6,500 psi

4. The required structural CIPP wall thickness shall be based as a minimum on the physical properties indicated above, the Design Equations in the appendix of ASTM F1216, and the following design parameters:

- Design Safety Factor: 2.0
- Creep Retention Factor: 60% (UV fiberglass liners typically tests at >65%)
- Ovality: 2%
- Modulus of passive soil reaction: 500 psi
- Soil Depth (above the crown): See Plan Poisson's ratio: 0.3
- Live Load: H-20 (Highway Loading)
- Soil Load: 120 lb/cu. Ft.
- Pipe Condition: Fully Deteriorated
- Minimum service life 50 years

500-1.14.9 Construction Requirements.

1. Preparatory Work.
 - a. The Contractor shall verify the lengths of pipe to be relined and the inside diameters.
 - b. The fabric tube shall be fully impregnated with resin (wet-out). The impregnation equipment shall contain devices to secure a proper distribution of the resin. Following the impregnation, the fabric tube shall be exposed to a resin thickening procedure. Certification documentation concerning date, type of resin (manufacturer, trade name and lot number), resin calculation, and volume of resin used shall be attached to the impregnated fabric tube.

2. Pipe Liner Installation.

The CIPP Liner shall be installed in the host pipe per the manufacturer's specifications as submitted in these Specifications. CIPP installation shall be in accordance with applicable ASTM F2019 and the following:

- a. Final Cleaning and Inspection -- The existing host pipe shall be cleaned just prior to insertion of the Liner. A maximum of one hour may elapse between this final cleaning/flushing pass and the insertion of the Liner. After the cleaning is complete, a recorded video inspection shall be made to verify the cleanliness of the line, shall be available to the Engineer upon request.
- b. Liner protection – Prior to inserting the Liner, a plastic sheet 10 mil thick will be pulled into the host pipe to protect the Liner from damage as the Liner is pulled in.
- c. Liner Insertion – The Liner shall be pulled-in through an existing manhole or approved access point and fully extend to the next designated manhole or termination point. The pulling speed shall not exceed 15 ft/min. Care shall be exercised not to damage the tube during the pulling phase.
- d. Liner Inflation – The Liner shall then be inflated with air with sufficient pressure to hold the Liner tight to the host pipe wall.
- e. Liner Inspection – The Contractor will video record the Liner prior to commencement of the curing process, and make the recording available to the Engineer upon request. The light-curing device must have two cameras to ensure that 100% of the liner is inspected and one camera on the front of the light train and one camera on the back of the light train.

3. Curing for Ultraviolet Light.

CIPP curing shall be in accordance with applicable ASTM F2019, with the following modifications:

- a. The ultraviolet curing lamps shall operate in a sufficient frequency range to insure the curing of the resin.
- b. The light curing device must have two cameras to ensure that 100% of the liner is inspected and one camera on the front of the light train and one camera on the back of the light train.
- c. Curing logs: Include liner manufacturer recommended curing citations for each submittal. Store electronically on data logger. Submit printed copy with Post CCTV. Logged data shall include, but not be limited to, the curing speed (feet per

minute), light source (number of lamps, intensity and wattage), inner air pressure (psi), and curing temperatures (degrees Fahrenheit) per unit time over length of liner.

4. Finished Pipe Liner.

- a. The cured Liner shall be continuous over the entire length of an installation run and be free of material defects. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.
- b. Any defect, which will or could affect the structural integrity, strength, capacity, or future maintenance of the installed Liner, shall be repaired at the Contractor's expense, in a manner approved by the Engineer.
- c. Both ends of the cured Liner shall be cut flush at the inlet and outlet points in the manhole, and sealed with an epoxy or resin mixture compatible with the Liner/resin system, providing a watertight seal. Sealing material and installation method shall be submitted and approved by the Engineer prior to start of construction. Hydraulic cements and quick-set cement products are not acceptable.

500-1.14.10 Clean-Up. Upon acceptance of the installation Work, you shall reinstate the Site affected by its operations.

500-1.14.11 Acceptance. Upon completion, you shall deliver the video records and written reports to the Engineer. The Engineer shall review the documentation and the Site to determine if the Work is complete and if the Work may be accepted

500-1.14.12 Payment. The payment for Storm Drain Rehabilitation Work shall be made at the Contract Unit Price or lump sum price in the Bid for each pipe segment. The Contract Unit Price or lump sum price in the Bid shall include the furnishing and the installation of the liner, surface preparation and minor repairs, preparation and tape submittal of all post cleaning videos and final videos, and testing, unless otherwise specified in the Special Provisions.

SECTION 705 – WATER DISCHARGES

705-2.6.1 General. To the City Supplement, item 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."

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

EXHIBIT J

PROPOSAL

EXHIBIT J

PROPOSAL

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____

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

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

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

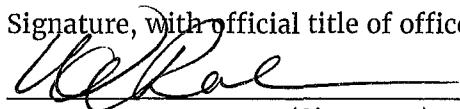
(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted Downstream Services Inc

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


(Signature)

Wilma Roberts
(Printed Name)

President
(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 2855 Progress Place

(5) City and State Escondido CA Zip Code 92029

(6) Telephone No. 760 746 2544 Facsimile No. 760 746 2667

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the terms set forth herein, the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A, C31, Haz

LICENSE NO. 807953 EXPIRES 5/31/2018

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): [REDACTED]

E-Mail Address: wilmar@downstreamservices.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 [Signature] Title President

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

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

(NOTARIAL SEAL)

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

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me

on this 17 day of May, 2016,
Date Month Year

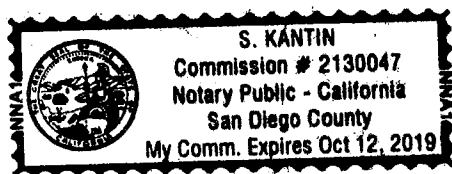
by
(1) Wilma Roberts
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) N/A
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)



Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2

Top of thumb here

PROPOSAL

The Bidder agrees to the construction of **Emergency Storm Drain Pipe Lining** for the City of San Diego, in accordance with these contract documents for the prices listed below.

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
7206 Viar Avenue							
1	1	LS	237110	500-1.14.12	Pipe Cleaning		\$2,500.00
2	1	LS	237110	500-1.14.12	Install Modified A-4 Cleanout at Viar Ave		\$7,500.00
3	1	LS	237110	500-1.14.12	Point Pipe Repair at Viar Ave		\$1,850.00
4	149	LF	237110	500-1.14.12	Install 18" 4.9mm GFRP Liner at Viar Ave	\$130.00	\$19,370.00
5	1	LS	237110	500-1.14.12	Remote Lining at Viar Ave		\$1,200.00
6	300	SF	237110	500-1.14.12	Replace Sod at Viar Ave	\$3.50	\$1,050.00
7	1	LS	237110	500-1.14.12	Post Liner CCTV Inspection at Viar Ave		\$500.00
8	3	DAY	237110	500-1.14.12	Minor Traffic Control at Viar Ave	\$400.00	\$1,200.00
3551 Pomeroy Street							
9	1	LS	237110	500-1.14.12	Pre-liner CCTV Inspection		\$750.00
10	1	LS	237110	500-1.14.12	Light Cleaning		\$2,500.00
11	1	LS	237110	500-1.14.12	Remote Cleaning		\$1,200.00
12	181	LF	237110	500-1.14.12	Install 24" 5.6mm GFRP Liner	\$136.00	\$24,616.00
13	1	LS	237110	500-1.14.12	Remote Lining at Pomeroy Street		\$1,200.00
14	1	LS	237110	500-1.14.12	Post Liner CCTV Inspection at Pomeroy Street		\$500.00
15	2	DAY	237110	500-1.14.12	Minor Traffic Control at Pomeroy Street	\$400.00	\$800.00
5964 Bounty Street							
16	1	LS	237110	500-1.14.12	Pre-liner CCTV Inspection		\$750.00
17	1	LS	237110	500-1.14.12	Heavy Cleaning Incl Water		\$8,702.00
18	1	LS	237110	500-1.14.12	Remote Cleaning		\$1,200.00
19	186	LF	237110	500-1.14.12	Install 24" 5.6mm GFRP Liner	\$136.00	\$25,296.00
20	1	LS	237110	500-1.14.12	Remote Lining at Bounty Street		\$1,200.00
21	1	LS	237110	500-1.14.12	Post Liner CCTV Inspection at Bounty Street		\$500.00

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
22	4	DAY	237110	500-1.14.12	Minor Traffic Control at Bounty Street	\$400.00	\$1,600.00
23	5	TON	237110	500-1.14.12	Solids Disposal	\$125.00	\$625.00
4121 Ibis Street							
24	1	LS	237110	500-1.14.12	Pre-liner CCTV Inspection	XXXXXX	\$750.00
25	1	LS	237110	500-1.14.12	Heavy Cleaning Incl Water	XXXXXX	\$2,500.00
26	1	LS	237110	500-1.14.12	Remote Cleaning	XXXXXX	\$1,200.00
27	117	LF	237110	500-1.14.12	Install 18" 5.6mm GFRP Liner	\$136.00	\$16,380.00
28	1	LS	237110	500-1.14.12	Remote Lining at Ibis Street	XXXXXX	\$1,200.00
29	1	LS	237110	500-1.14.12	Post Liner CCTV Inspection at Ibis Street	XXXXXX	\$500.00
30	3	DAY	237110	500-1.14.12	Minor Traffic Control at Ibis Street	\$400.00	\$1,200.00
31	1	LS	237110	500-1.14.12	Abandon Existing Storm Water Structure	XXXXXX	\$1,200.00
32	1	LS	237110	500-1.14.12	Build Bulkhead Between 18" Pipe Liner and 24" Outlet Pipe	XXXXXX	\$1,850.00
2320 Adams Avenue							
33	1	LS	237110	500-1.14.12	Pre-liner CCTV Inspection	XXXXXX	\$750.00
34	1	LS	237110	500-1.14.12	Light Cleaning Incl Water	XXXXXX	\$2,500
35	1	LS	237110	500-1.14.12	Remote Cleaning	XXXXXX	\$1,200.00
36	117	LF	237110	500-1.14.12	Install 18" 5.6mm GFRP Liner	\$120.00	\$22,920.00
37	1	LS	237110	500-1.14.12	Remote Lining at Adams Avenue	XXXXXX	\$1,200.00
38	1	LS	237110	500-1.14.12	Post Liner CCTV Inspection at Adams Avenue	XXXXXX	\$500.00
39	2	DAY	237110	500-1.14.12	Traffic Control at Adams Avenue	\$1,650.00	\$3,300.00
TOTAL BASE BID:							\$165,759.00

TOTAL BID PRICE FOR BID (Items 1 through 39 inclusive) amount written in words:

One Hundred and Sixty-Five Thousand, Seven Hundred Fifty-Nine Dollars and 00/100

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

Wilma Roberts, President, Secretary, Treasurer
Victor Roberts, Vice President

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: Wilma Roberts, President

Title: Secretary and Treasurer

Business Address: 2855 Progress Pl, Escondido CA 92029

Place of Business: same

Place of Residence: _____

Signature: 

- A. 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.
- B. 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.
- C. 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.

EXHIBIT K
LOCATION MAPS AND AS-BUILT DRAWINGS



7206 VIAR AVE

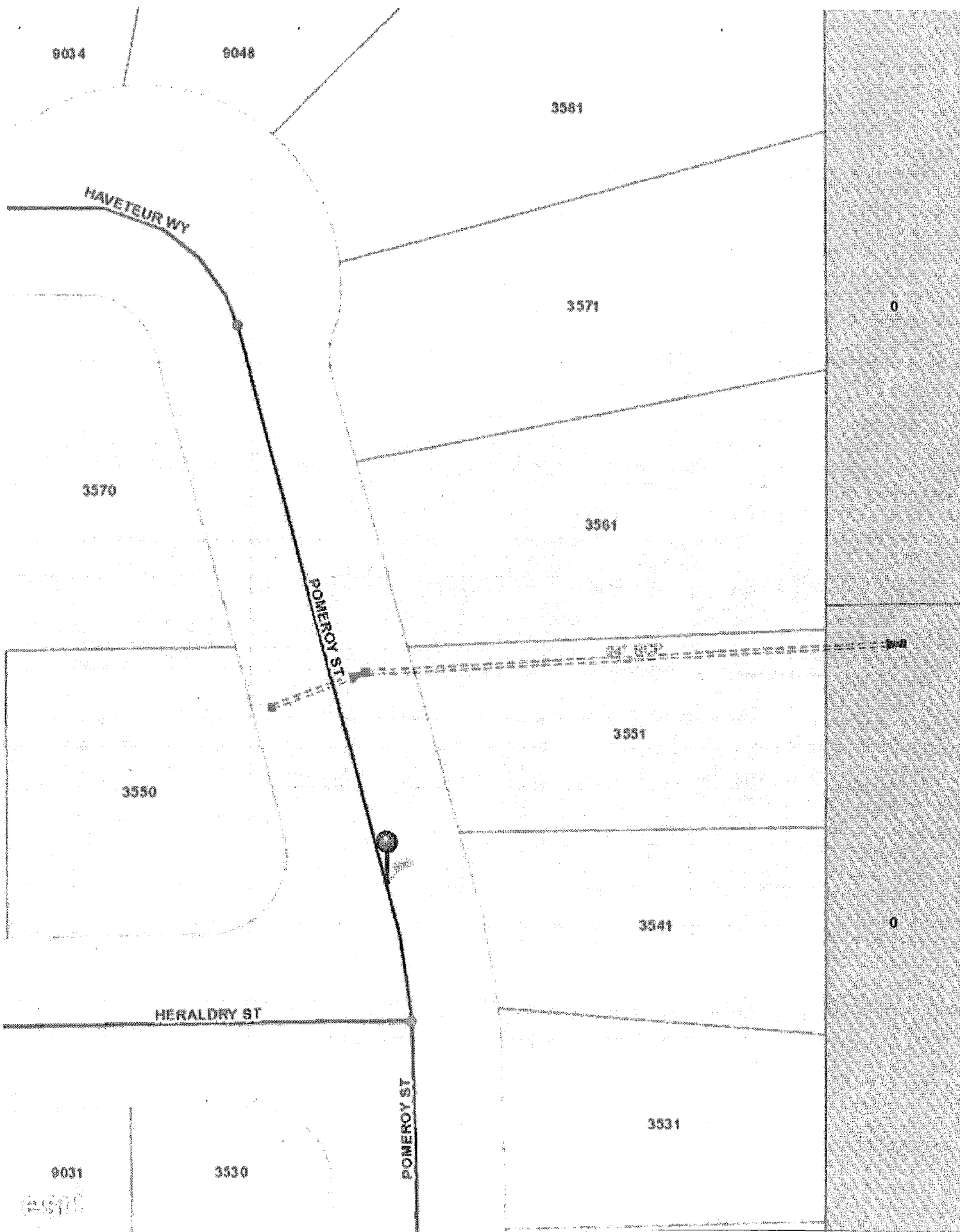
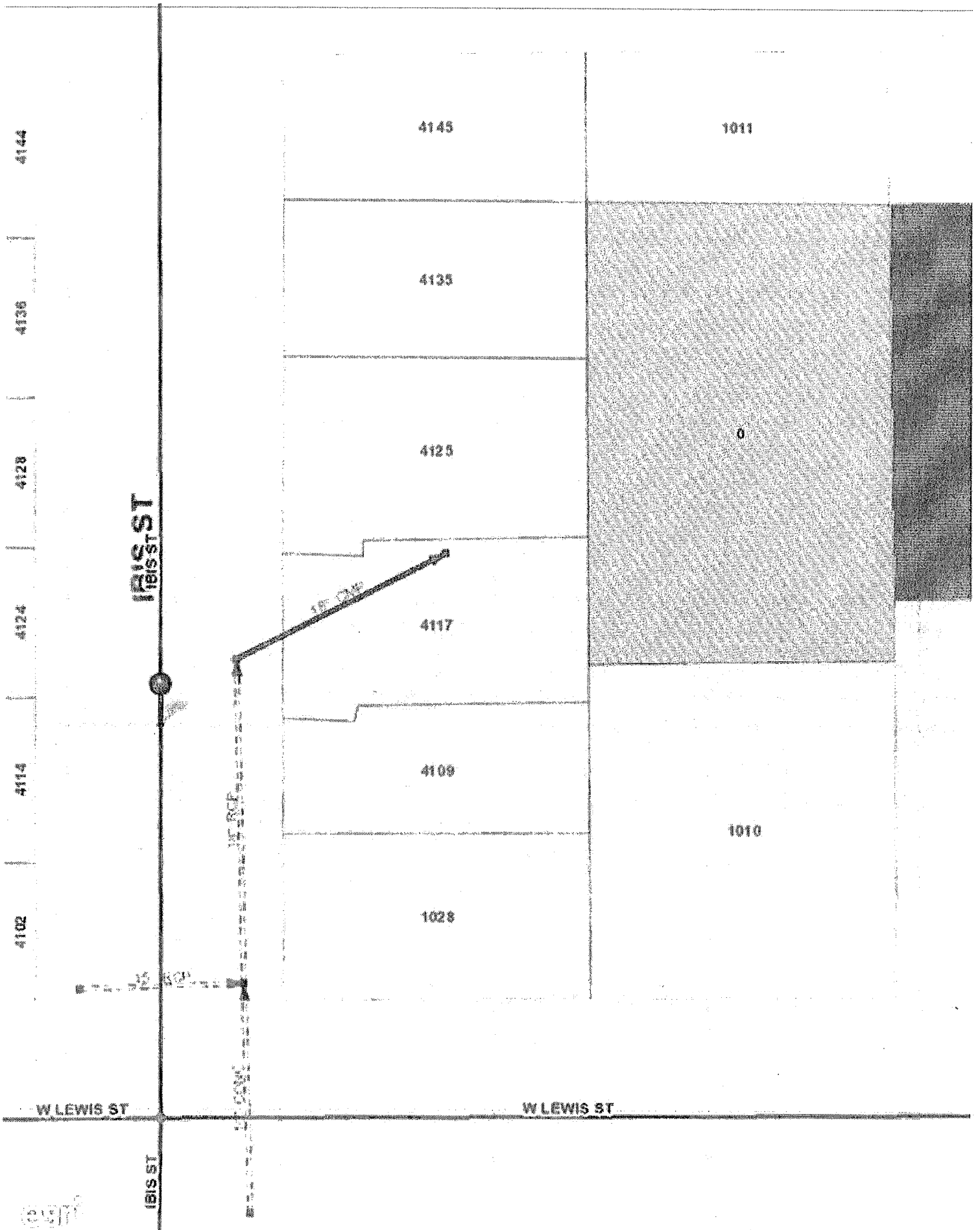


Exhibit K - Location Maps and As-built Drawings
Emergency Storm Drain Pipe Lining





4792

4794

4798

2320

15' CL

15' ROP

ADAMS AV

TEXAS ST

15' CL

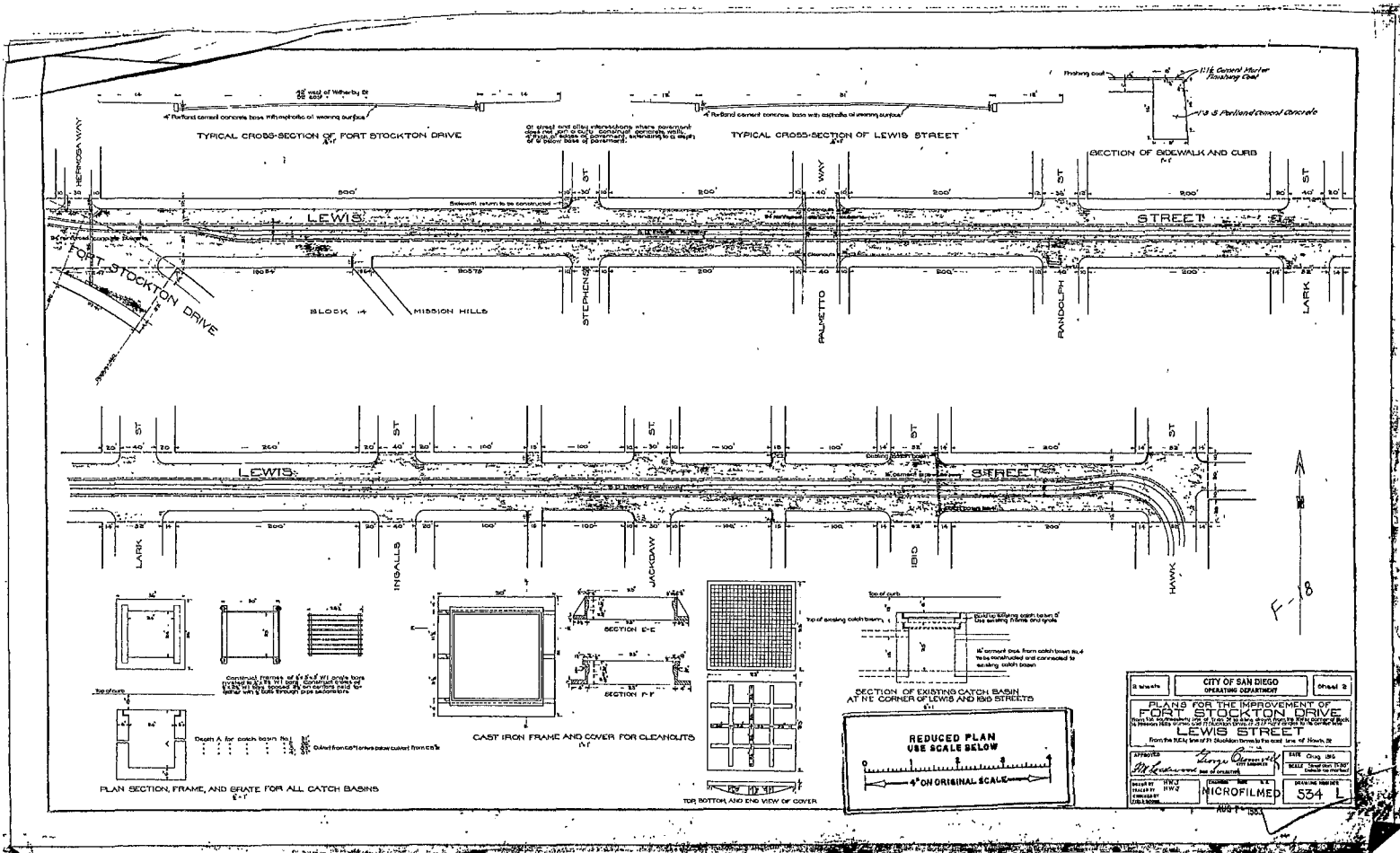
15' ROP

4695

2321

4675

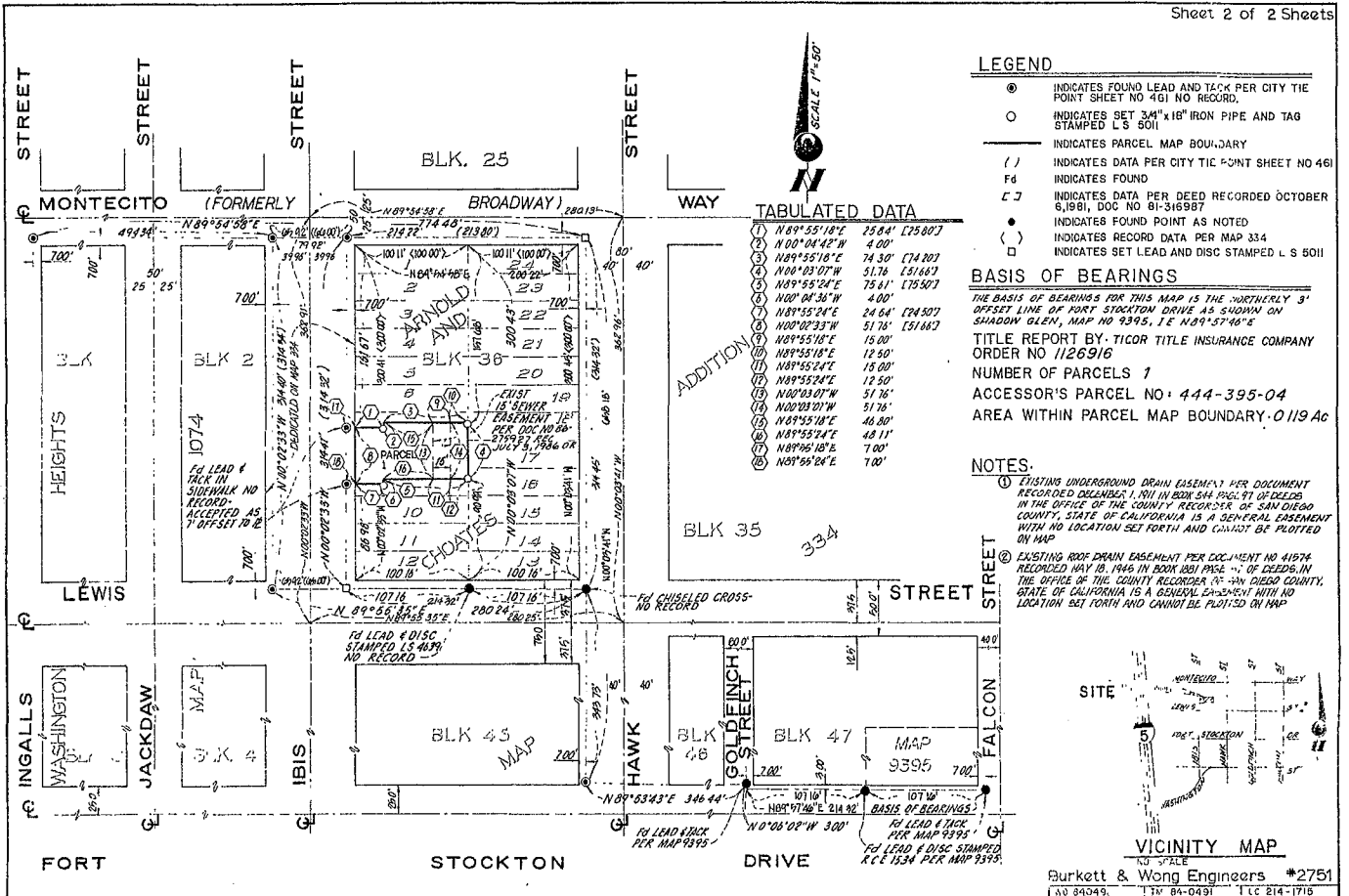




Sheet	CITY OF SAN DIEGO STREETS DEPARTMENT	Sheet 2
PLANS FOR THE IMPROVEMENT OF FORT STOCKTON DRIVE LEWIS STREET		
From the R244 line of Ft. Stockton to the local line of Hawk St.		
APPROVED	<i>George C. ...</i>	DATE: Aug 1950
DESIGNED BY	ENGINEER	CHECKED BY
DRAWN BY	PLANNED BY	PROJECT NO.
MICROFILMED		534

PARCEL MAP NO. 14383

Sheet 2 of 2 Sheets



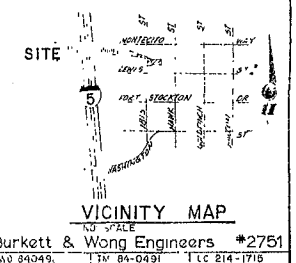
- LEGEND**
- INDICATES FOUND LEAD AND TACK PER CITY THE POINT SHEET NO 461 NO RECORD.
 - INDICATES SET 3/4" x 1/8" IRON PIPE AND TAG STAMPED L S 5011
 - INDICATES PARCEL MAP BOUNDARY
 - (/) INDICATES DATA PER CITY TIC POINT SHEET NO 461
 - Fd INDICATES FOUND
 - C 7 INDICATES DATA PER DEED RECORDED OCTOBER 9, 1961, DOC NO 81-316587
 - INDICATES FOUND POINT AS NOTED
 - () INDICATES RECORD DATA PER MAP 334
 - INDICATES SET LEAD AND DISC STAMPED L S 5011

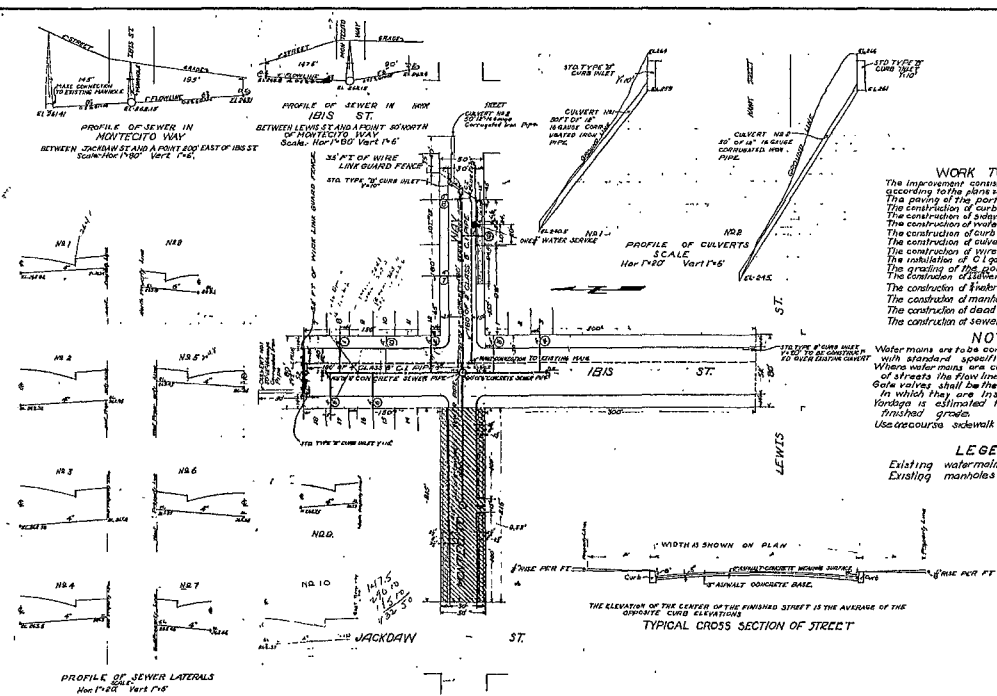
TABULATED DATA

1	N 89° 55' 18" E	25.84'	[25.80']
2	N 00° 04' 43" W	4.00'	
3	N 89° 55' 18" E	74.30'	[74.20']
4	N 00° 03' 07" W	51.76'	[51.66']
5	N 89° 55' 24" E	75.41'	[75.30']
6	N 00° 04' 36" W	4.00'	
7	N 89° 55' 24" E	24.64'	[24.50']
8	N 00° 02' 33" W	51.76'	[51.66']
9	N 89° 55' 18" E	15.00'	
10	N 89° 55' 18" E	12.50'	
11	N 89° 55' 24" E	15.00'	
12	N 89° 55' 24" E	12.50'	
13	N 00° 03' 07" W	51.76'	
14	N 00° 03' 07" W	51.76'	
15	N 89° 55' 18" E	46.80'	
16	N 89° 55' 24" E	48.11'	
17	N 89° 55' 18" E	7.00'	
18	N 89° 55' 24" E	7.00'	

BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS MAP IS THE NORTHERLY 3' OFFSET LINE OF FORT STOCKTON DRIVE AS SHOWN ON SHARDON GLEN, MAP NO 9395, 1 E N 89° 57' 46" E
TITLE REPORT BY: TIGOR TITLE INSURANCE COMPANY
ORDER NO 1126916
NUMBER OF PARCELS 1
ACCESSOR'S PARCEL NO: 444-395-04
AREA WITHIN PARCEL MAP BOUNDARY: 0.119 Ac

- NOTES:**
- ① EXISTING UNDERGROUND DRAIN EASEMENT PER DOCUMENT RECORDED DECEMBER 1, 1911 IN BOOK 544 PAGE 91 OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA IS A GENERAL EASEMENT WITH NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON MAP
 - ② EXISTING ROOF DRAIN EASEMENT PER DOCUMENT NO 41974 RECORDED MAY 13, 1945 IN BOOK 181 PAGE 11 OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA IS A GENERAL EASEMENT WITH NO LOCATION SET FORTH AND CANNOT BE PLOTTED ON MAP





WORK TO BE DONE

The improvement consists of the following work to be done according to the plans specifications hereto attached:

- The paving of the portion of the street shown shaded thus
- The construction of curbs as shown by heavy solid line thus
- The construction of sidewalks as shown by dashed lines thus
- The construction of watermains & appurtenances as shown thus
- The construction of sewer lines as shown on this plan.
- The construction of culverts as shown on the plan.
- The construction of wire link guard fence as shown thus
- The installation of C.I. gate valves, valve box and cover.
- The setting of the portion of the street shown hatched thus
- The construction of gutter laterals shown thus
- The construction of fire service connection as shown on the plan.
- The construction of manholes as shown thus
- The construction of dead ends as shown thus
- The construction of sewer as shown on plans thus

NOTE

Watermains are to be constructed at a depth in accordance with standard specifications (1917)

Where watermains are constructed across intersection of streets the flow line shall be of uniform grade.

Gate valves shall be the same size as the watermain in which they are installed.

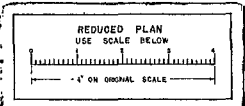
Yardage is estimated to and will be paid for to finished grade.

Use accurate sidewalk and unplanter curb.

LEGEND

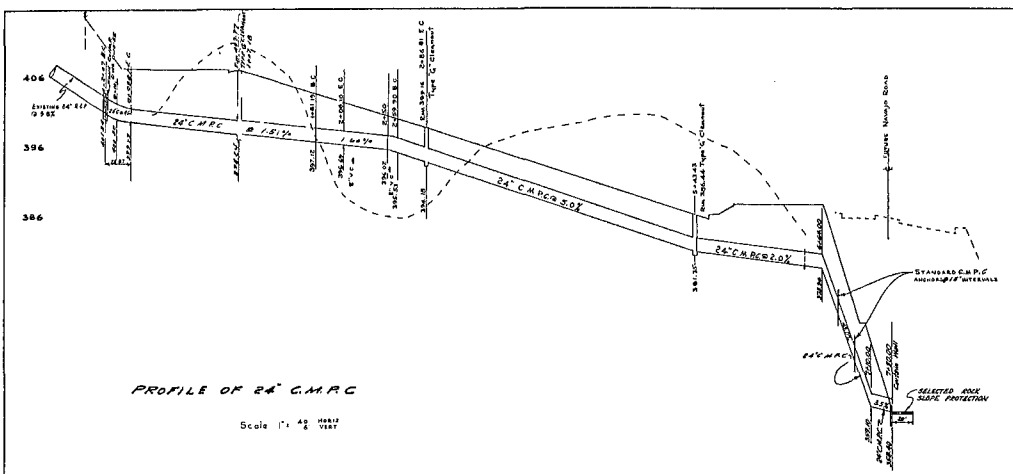
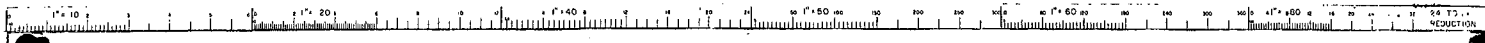
Existing watermains shown thus

Existing manholes shown thus



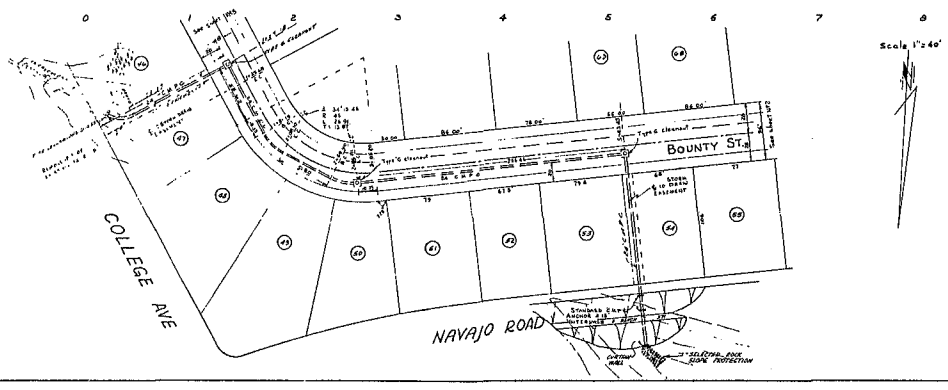
CITY DATUM
ADD 6.119 FEET
TO CONVERT TO
MEAN SEA LEVEL.

CITY OF SAN DIEGO	
OPERATIONS DEPARTMENT	
PLANS FOR THE IMPROVEMENT OF	
IBIS ST BETWEEN THE LINE OF JACOBUS WAY AND MONTGOMERY WAY	
MONTGOMERY WAY BETWEEN THE LINE OF JACOBUS WAY AND	
JACKDAW WAY	
DATE	2/15/22
DESIGNED BY	W. H. HART
CHECKED BY	W. H. HART
APPROVED BY	W. H. HART
PLAT NO.	2494



PROFILE OF 24" C.M.R.C.

Scale 1" = 4' HORIZ
Scale 1" = 4' VERT



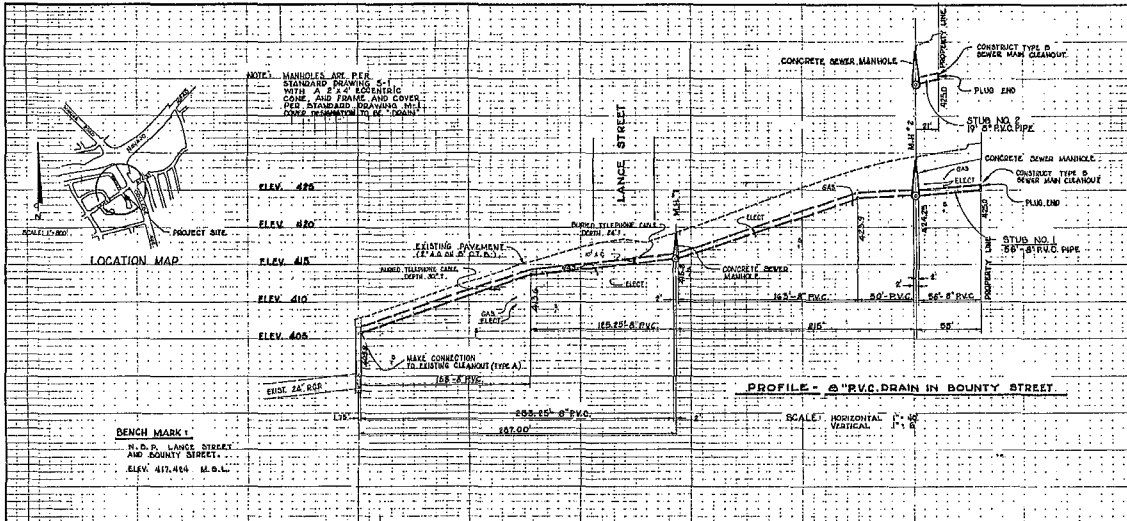
Scale 1" = 40'

BENCH MARK
Checked against State's bench mark at
Station 386.76 (see Notes)

NOT OFFERED
AS BUILT
PRIVATE CONTRACT
ENGINEER OF DESIGN *J. P. ...* 201 2000

STORM DRAIN PRINCESS DEL CERRO UNIT #2		
CITY OF SAN DIEGO	PROJECT NO. 13 OF 27 SHEETS	NO. 77012
AS BUILT	DATE: 1/2/54	BY: J. P. ...
DESIGNED BY: J. P. ...	CHECKED BY: J. P. ...	DATE: 1/2/54
APPROVED BY: J. P. ...	DATE: 1/2/54	
SCALE: AS SHOWN	PROJECT NO. 13 OF 27 SHEETS	NO. 77012
DATE: 1/2/54	BY: J. P. ...	
CHECKED BY: J. P. ...	DATE: 1/2/54	
APPROVED BY: J. P. ...	DATE: 1/2/54	
CITY OF SAN DIEGO	PROJECT NO. 13 OF 27 SHEETS	NO. 77012

AS BUILT
M.C.L. FULLER
4-1-1957



WORK TO BE DONE SCHEDULE

THE IMPROVEMENT CONSISTS OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS, SPECIFICATIONS, AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO, CALIFORNIA:

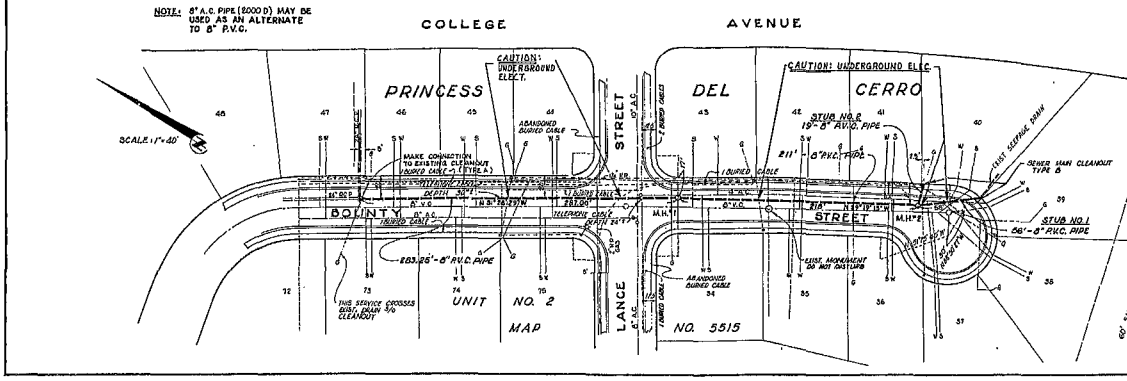
- SPECIFICATIONS:**
STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION DOCUMENT NO. 761501 FILED 11-19-78 STANDARD SPECIAL SPECIFICATION DOCUMENT NO. 761501 FILED 11-19-78
- STANDARD DRAWINGS:**
SAN DIEGO REGIONAL STANDARD DRAWINGS (JULY 1976 EDITION) DOCUMENT NO. 100000, FILED DECEMBER 11, 1976
CITY OF SAN DIEGO STANDARD DRAWINGS, DOCUMENT NO. 100000, FILED DECEMBER 11, 1976
- IMPROVEMENT, CITY OF SAN DIEGO, STD. DWG. NO. 16730-1-D**

ITEM	QUANTITY	UNIT	PRICE
PVC PIPE DRAIN (SDR 35) 5'-4, 6'-0, 6'-6, 6'-2 1/2		LF	
CONCRETE SEWER MANHOLE	6	EA	
SEWER MANHOLE CLEANOUT	5	EA	

REFERENCE DRAWINGS:
11730-113-D STREET IMPROVEMENT
11730-113-D STREET IMPROVEMENT

TRAFFIC REQUIREMENTS:
MAINTAINING TRAFFIC - THE CONTRACTOR SHALL MAINTAIN ONE TRAFFIC LANE IN EACH DIRECTION IN TWO LANE STREETS AND TWO LANES IN EACH DIRECTION FOR PARKS ON ALL FOUR OF THREE LANE STREETS DURING THE WORKING HOURS OF 6:00 AM TO 6:00 PM ON ALL DAYS EXCEPT SUNDAYS AND HOLIDAYS. LEGAL ASSESSORS OR ROADWAY MAINTENANCE PERSONNEL SHALL BE PRESENT ON ALL STREETS WHEN CONSTRUCTION OPERATIONS ARE ACTUALLY IN PROGRESS ON WORKING DAYS. A FOUR FOOT WIDE PEDIESTRIAN ACCESS SHALL BE PROVIDED AND MAINTAINED IN ACCORDANCE WITH SECTION 7.02 OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF THE ABOVE THE CONTRACTOR SHALL CONTACT TRAFFIC ENGINEERS AT 235-6042. ANY MODIFICATION OR CHANGE IN ALIGNMENT OF THE EXISTING PAVING OR LANE OF ONE WAY OR TWO WAY STREETS SHALL RECEIVE FROM APPROVAL FROM THE CITY TRAFFIC ENGINEER AND SHALL BE IN ACCORDANCE WITH SECTION 7.02 OF THE STANDARD SPECIFICATIONS, 1976 EDITION.

SURVEY FIELD NOTES
CHIEF: SHREY, 220-1746, 7-18-75

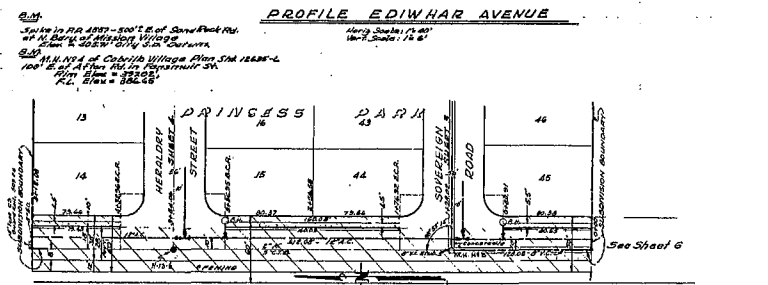
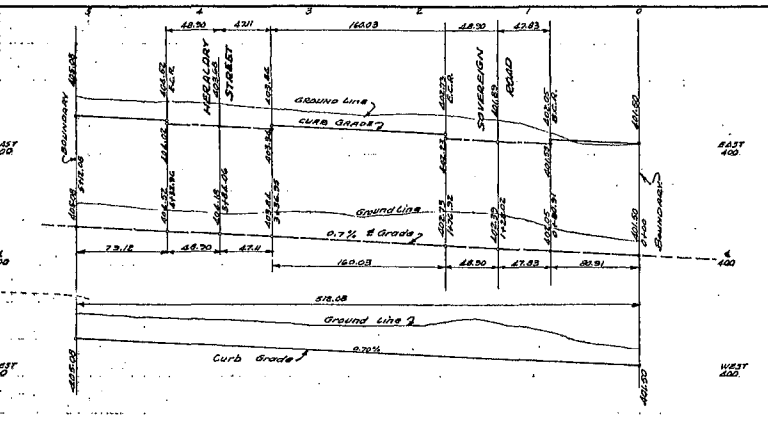
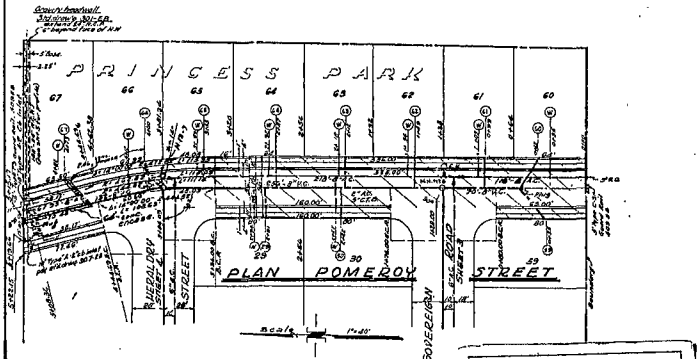
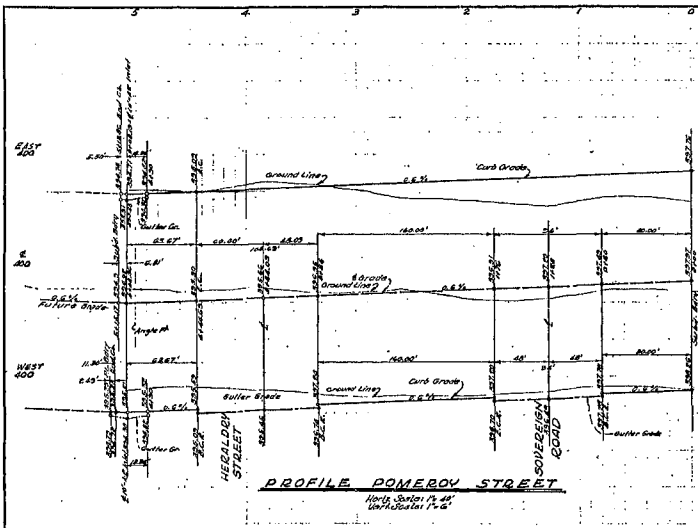


THE CONSTRUCTOR OF BOUNTY STREET SHALL MAINTAIN THE EXISTING PAVING AND LANE OF ONE WAY OR TWO WAY STREETS SHALL RECEIVE FROM APPROVAL FROM THE CITY TRAFFIC ENGINEER AND SHALL BE IN ACCORDANCE WITH SECTION 7.02 OF THE STANDARD SPECIFICATIONS, 1976 EDITION.

CITY CONTRACT

THE CONSTRUCTOR OF BOUNTY STREET SHALL MAINTAIN THE EXISTING PAVING AND LANE OF ONE WAY OR TWO WAY STREETS SHALL RECEIVE FROM APPROVAL FROM THE CITY TRAFFIC ENGINEER AND SHALL BE IN ACCORDANCE WITH SECTION 7.02 OF THE STANDARD SPECIFICATIONS, 1976 EDITION.		NO. 11730-1-D
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING DEPARTMENT 11730-1-D	DATE: JULY 1975 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]	NO. 11730-1-D
DATE: JULY 1975 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]	DATE: JULY 1975 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]	NO. 11730-1-D
DATE: JULY 1975 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]	DATE: JULY 1975 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]	NO. 11730-1-D

16730-1-D, Lance Street and Bounty Street
Engineering Department



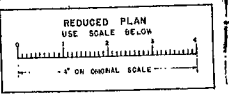
PROFILE EDIWHAR AVENUE
 Scale: 1" = 40'
 North-South: 17.45'
 East-West: 16.85'

PLANS FOR THE IMPROVEMENT OF EDIWHAR STREET & POMEROV ST. IN & ADJOINING PRINCESS PARK

CITY OF SAN DIEGO
 As BUILT

ENGINEER OF WORK
 WATERBURY
 444 UNIVERSITY AVE.
 SAN DIEGO, CALIF.
 PHONE AT 2-3111

PROJECT NO.	4434-D
DATE	JUL 1957
BY	W. J. G. SHEPHERD
CHECKED BY	W. J. G. SHEPHERD
DATE	3/27/57
SCALE	1" = 40'
PROJECT NO.	4434-D
DATE	JUL 1957
BY	W. J. G. SHEPHERD
CHECKED BY	W. J. G. SHEPHERD
DATE	3/27/57
SCALE	1" = 40'



1. Standard 1/4" Scale Sheet and All-Right Drawing
 Emergency Plans Shall Have 1/4" Scale

Giordano, Clementina

From: James, Elaine
Sent: Thursday, May 12, 2016 6:06 PM
To: Felix Yackel, Eleida
Cc: Samara, Stephen; Gascon, Chris; Samaniego, Laura; Santillanes, Maria; Brown, Sharon; Dungca, Catherine; Del Rosario, Lester; Wells, David; Borja, Jerry; Zuniga, Eva; Giordano, Clementina; Jaro, Angelita
Subject: 6682 Emergency Storm Drain Pipe Lining
Attachments: 6682_Emergency Storm Drain Pipe Lining 5-12-16.pdf

Hi Eleida,

Attached is the Emergency contract for Emergency Storm Drain Pipe Lining.

Thanks,

Alaine James

Alaine James, P.E.
Specifications Engineer
City of San Diego

Tel.# (619)533-3872
EMail: ALJames@sandiego.gov





DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS
5900 LA PLACE COURT, SUITE 100
CARLSBAD, CALIFORNIA 92008

April 5, 2016

Mr. Gene Matter
City of San Diego
Storm Water Division
2781 Caminito Chollas, MS 44
San Diego, California 92105

DEPARTMENT OF THE ARMY REGIONAL GENERAL PERMIT NO. 63

Dear Mr. Matter:

I am responding to your request (Corps File No. SPL-2016-00198-RAG) for a Department of the Army permit for your proposed project, Sorrento Creek Maintenance Reach 3. The proposed project is located south of the intersection of Sorrento Valley Road and Sorrento Valley Boulevard, in the City of San Diego, San Diego County, California (Latitude 32.89764° and Longitude -117.2206°) (see enclosed Figure 3b).

Reach 3 of Sorrento Creek is a combination of trapezoidal concrete-lined channel and earthen-lined channel. Work activities would include the maintenance and repair of a section of the concrete-lined portion of Reach 3. Work crews would utilize two access/staging areas shown on Figures 3a. The removed material would be loaded into dump trucks in the access/staging areas and taken to the Miramar Landfill for disposal.

Because this project will result in a discharge of dredged and/or fill material into waters of the United States (U.S.) a Department of the Army permit is required pursuant to Section 404 of the Clean Water Act (33 USC 1344; 33 CFR parts 323 and 330). I have determined construction of your project complies with RGP No. 63 - Repair and Protection Activities in Emergency Situations. Specifically, you are authorized to:

- 1) Temporarily impact Sorrento Creek by placing up to two water diversion berms and a submersible pump within and immediately upstream of Reach 3, to prevent flows from entering the work area (see Figure 3b). Each water diversion berm would be approximately 63 feet wide, 5 feet tall, and 3 feet deep (approximately 70 cubic yards) and constructed with a combination of sandbags, gravel bags, and/or water-filled plastic barriers. Temporary impacts would total approximately 189 square feet (0.004 acre).
- 2) Permanently impact approximately 300 linear feet (0.17 acre) of Sorrento Creek by removing the existing, broken concrete, repairing the eroded channel bottom, and pouring of a new concrete channel bottom (see Figure 3b).

For this RGP verification letter to be valid, you must comply with all of the terms and conditions stated in the enclosed copy of RGP No. 63. Furthermore, you must comply with the following non-discretionary Special Conditions:

1. The project site may support the federally endangered light-footed Ridgway's rail (*Rallus obsoletus levipes*; Ridgway's rail) and least Bell's vireo (*Vireo bellii pusillus*; vireo); therefore, the Permittee shall implement the following conservation measures to avoid and minimize potential adverse effects to the vireo and Ridgway's rail:
 - a. Immediately after the project construction footprint is surveyed by the project biologist, a 3- to 5-foot tall exclusionary fence with 2-inch mesh openings shall be installed to inhibit entry of Ridgway's rails into the project impact footprint and to ensure that impact limits are not exceeded. In areas subject to high flows a silt curtain or boom may be used as the exclusionary fence;
 - b. The Permittee shall assign a biologist knowledgeable of Ridgway's rail biology and ecology (biologist) who will be responsible for overseeing compliance with conservation measures for the Ridgway's rail. The biologist will be approved by the U.S. Fish and Wildlife Service and the U.S. Army Corps of Engineers (Agencies). The Permittee shall submit the biologist's name, address, telephone number, and work schedule on the project to the Service prior to initiating project impacts. The biologist will perform the following duties:
 - i. Immediately prior to initiating project construction, survey the project area for Ridgway's rail. The Permittee shall notify the Agencies within 24 hours of detecting any Ridgway's rails in the project area;
 - ii. Before each workday begins, check to see if Ridgway's rails have entered the project impact footprint;
 - iii. If any Ridgway's rails are found within the project impact footprint, the biologist will direct construction personnel to begin in an area away from the Ridgway's rails. In addition, the biologist will walk ahead of clearing/dredging equipment to flush birds towards channel areas to be avoided. It will be the responsibility of the biologist to ensure that Ridgway's rails will not be injured or killed by project implementation. The biologist will also record the number and location of Ridgway's rails disturbed by project clearing/dredging;
 - iv. Be on site during work activities to ensure compliance with all conservation measures;
 - v. Train all contractors and construction personnel on the biological resources associated with this project and ensure that training is implemented by construction personnel. At a minimum, training will include: 1) the purpose for resource protection; 2) a description of the Ridgway's rail and its habitat; 3) the conservation measures that should be implemented during project construction to avoid and/or minimize impacts to the Ridgway's rail and its habitat, including strictly limiting activities, vehicles, equipment, and construction materials to the project footprint to avoid sensitive resource areas in the field (i.e., access roads, and the

- dewatering/staging areas); 4) environmentally responsible construction practices in Special Condition 2 below; and 5) the protocol to resolve conflicts that may arise at any time during the construction process;
- vi. Halt work, if necessary, for any project activities that are not in compliance with the conservation measures. The biologist will report any non-compliance issues to the Agencies within 24 hours of its occurrence and confer with the Agencies to ensure the proper implementation of species and habitat protection measures;
 - vii. Submit a final report to the Agencies within 45 days of project completion that includes: as-built construction drawings with an overlay of areas that were impacted and other relevant information documenting that authorized impacts were not exceeded and that general compliance with the conservation measures, was achieved.
2. The Permittee shall ensure that the following environmentally responsible practices are implemented during project construction: 1) Contractors and construction personnel will strictly limit their activities, vehicles, equipment, and construction materials to the project footprint; 2) The project site will be kept as clean of debris as possible. All food-related trash items will be enclosed in sealed containers and regularly removed from the site; 3) All equipment maintenance, staging, and dispensing of fuel, oil, coolant, or any other such activities will occur in designated areas outside of waters of the U.S. within the fenced project impact limits. These designated areas will be located in previously compacted and disturbed areas to the maximum extent practicable in such a manner as to prevent any runoff from entering waters of the U.S., and will be shown on the construction plans. Fueling of equipment will take place within existing paved areas greater than 100 feet from waters of the U.S. Contractor equipment will be checked for leaks prior to operation and repaired as necessary. "No-fueling zones" will be designated on construction plans; and 4) No work will occur at night.

The work authorized by this RGP must be underway no later than fourteen (14) calendar days from date of issuance of this letter of verification. All work must be completed no later than 90 days from the date of this letter. If the Permittee is unable to complete the authorized work by this date, the Permittee must request, in writing, an extension from the Corps Regulatory Division prior to the deadline.

A general permit does not grant any property rights or exclusive privileges. Also, it does not authorize any injury to the property or rights of others or authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, State, or local authorizations required by law.

Thank you for participating in the regulatory program. If you have any questions, contact Rose Galer at 760-602-4835 or via e-mail at Rose.A.Galer@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

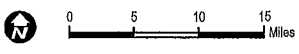
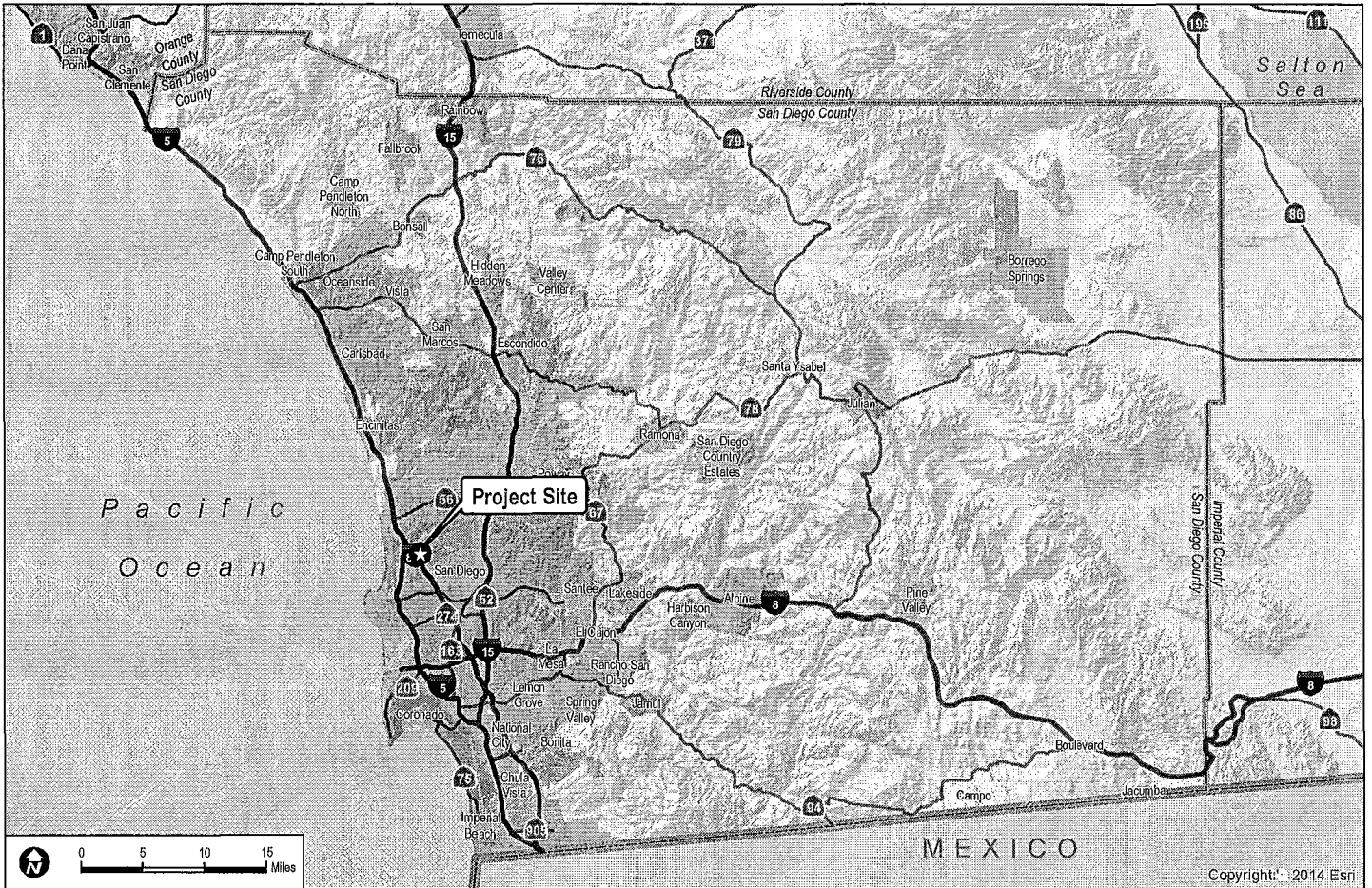
Sincerely,

SANTULLI.SHANTI.A
BICHANDANI.12989
55284

Digitally signed by
SANTULLI.SHANTI.A;CN=CHANDANI.1298955284
DN: cn=US, o=US Government, ou=DoD, ou=PEL
onefile
cns=SANTULLI.SHANTI.BICHANDANI.129895528
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Date: 2016.04.05 14:05:19 -07'00

Shanti Abichandani Santulli
Team Lead
Carlsbad Field Office

Enclosures

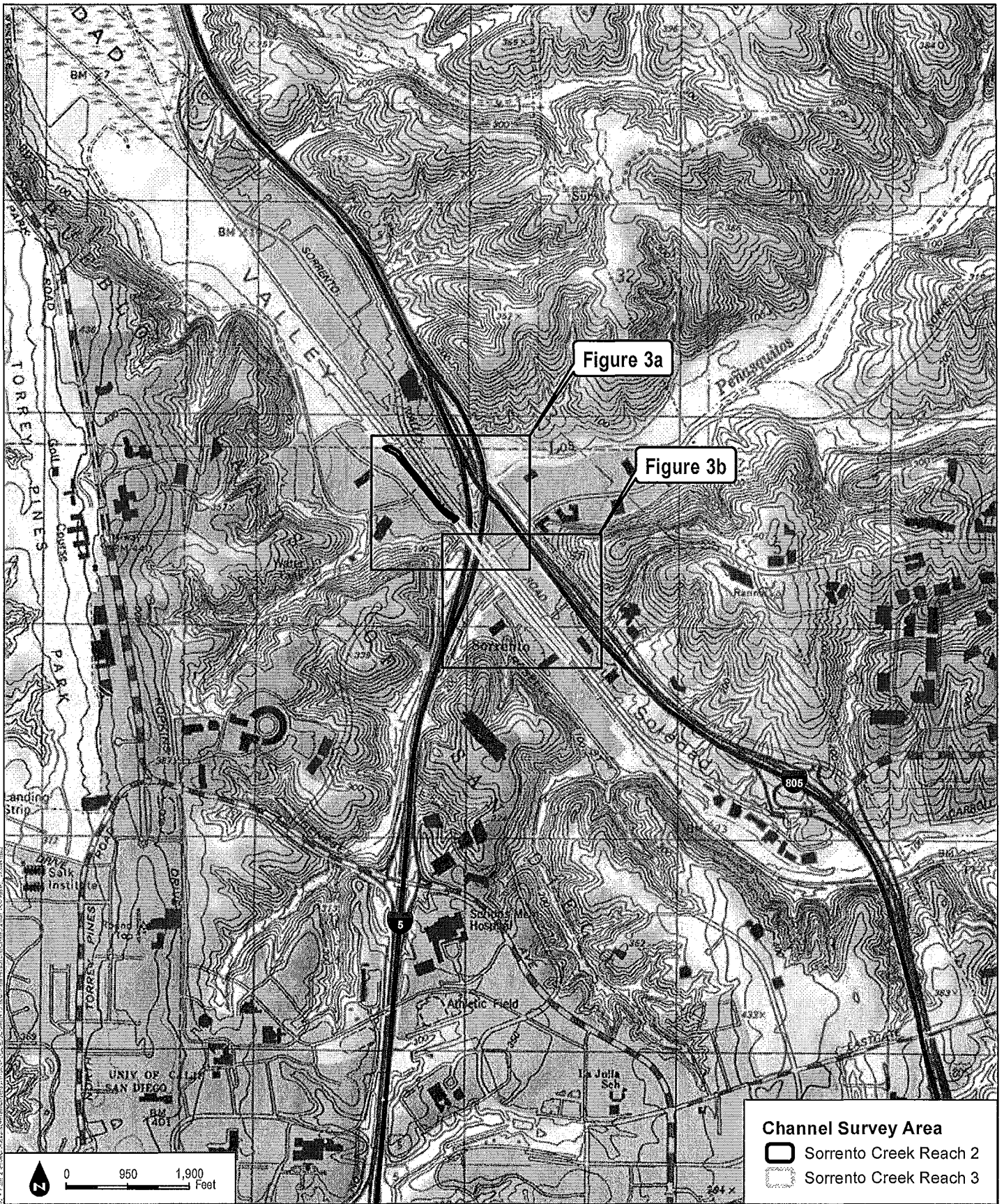


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FIGURE 1
Regional Map

Sorrento Valley 2016 Emergency Channel Maintenance (Reaches 2-3)



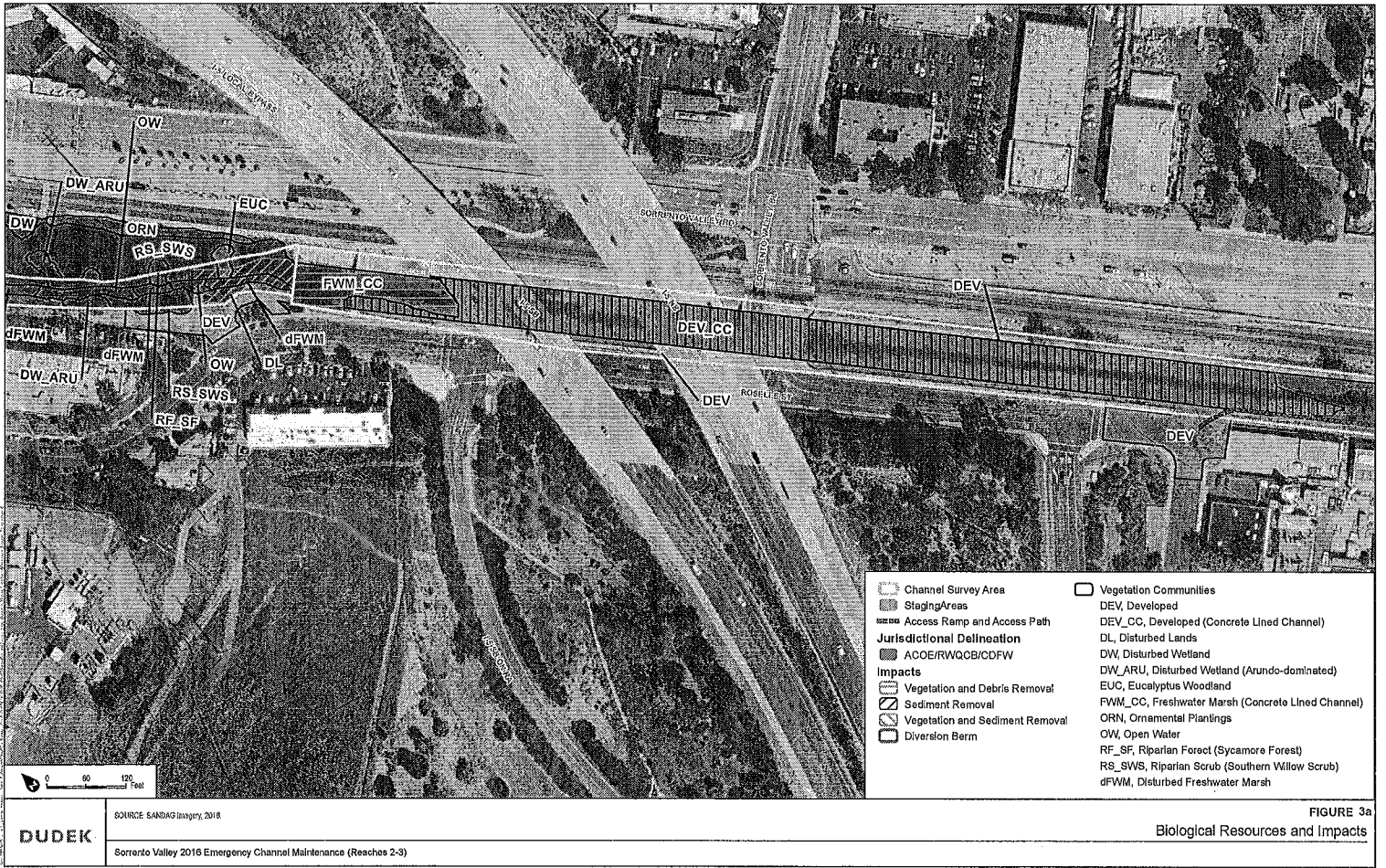
Channel Survey Area
 [Solid Line] Sorrento Creek Reach 2
 [Dashed Line] Sorrento Creek Reach 3

SOURCE: USGS 7.5-Minute Series - Del Mar Quadrangle.

FIGURE 2
 Vicinity Map

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Sorrento Valley 2016 Emergency Channel Maintenance (Reaches 2-3)



SOURCE: SANDAG Imagery, 2018

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Sorrento Valley 2016 Emergency Channel Maintenance (Reaches 2-3)

FIGURE 3a

Biological Resources and Impacts

