# City of San Diego

CONTRACTOR'S NAME: Burtech Pipeline Incorporated		
ADDRESS: 102 Second Street Encinitas, CA 92024		
TELEPHONE NO,: 760-634-2822	FAX NO.:	
CITY CONTACT: Antoinette Sanfilippo - Contract Specia	alist, Email: ASanfilippo@s	andlego.gov
Phone No. (619) 533-3439, Fax No. (61	• •	
A. Altes/J. Borja/Lad		

## **BIDDING DOCUMENTS**



## ORIGINAL



### **FOR**

### **REMAINING SMALL DIAMETER CI WATER PHASE 1**

BID NO.:	K-17-1546-DBB-3	
SAP NO. (WBS/IO/CC):	B-15206	
CLIENT DEPARTMENT:	2000	
COUNCIL DISTRICT:	1, 2, 3, 4, 8, 9	
PROIECT TYPE:	KR	

#### THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

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

2:00 PM
MAY 24, 2017
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C
SAN DIEGO, CA 92101

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#### **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

4/25/17

Date

Seal



#### **NOTICE INVITING BIDS**

- 1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Remaining Small Diameter CI Water Phase 1.** For additional information refer to Attachment A.
- **2. FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <a href="http://www.sandiego.gov">http://www.sandiego.gov</a>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$2,730,000.
- 4. BID DUE DATE AND TIME ARE: MAY 24, 2017
- 5. PREVAILING WAGE RATES APPLY TO THIS CONTRACT: Refer to Attachment D.
- **6. LICENSE REQUIREMENT:** The City has determined that the following licensing classification are required for this contract: **Class A**
- **7. SUBCONTRACTING PARTICIPATION PERCENTAGES**: Subcontracting participation percentages apply to this contract.
  - **7.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	8.5%
2.	ELBE participation	13.8%
3.	Total mandatory participation	22.3%

- **7.2.** The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
  - **7.2.1.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
  - **7.2.2.** Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.

#### PRE-BID MEETING: 8.

8.1. Prospective Bidders are encouraged to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the prequalification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit. call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid meeting is scheduled as follows:

Date:

MAY 10, 2017

Time:

AT 10:00AM

Location: 1010 Second Avenue, Suite 1400, San Diego, CA 92101

Attendance at the Pre-Submittal Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

#### 9. **AWARD PROCESS:**

- 9.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 9.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.
- 9.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 9.4. The low Bid will be determined by Base Bid plus all Alternates.
- 9.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid plus one or more alternates.

#### **SUBMISSION OF QUESTIONS:** 10.

The Public Works Department is responsible for opening, examining, and evaluating 10.1. the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

**Public Works Contracts** 1010 Second Avenue, 14th Floor San Diego, California, 92101

Attention: Antoinette Sanfilippo - Contract Specialist

OR:

#### ASanfilippo@sandiego.gov

- **10.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **10.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- **10.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

#### 11. ADDITIVE/DEDUCTIVE ALTERNATES:

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

#### **INSTRUCTIONS TO BIDDERS**

#### 1. PREQUALIFICATION OF CONTRACTORS:

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

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

- **1.2.** The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or <a href="mailto:dstucky@sandiego.gov">dstucky@sandiego.gov</a>.
- 1.3. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on PlanetBids™.
- **2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: http://www.sandiego.gov/cip/bidopps/index.shtml and are due by the date, and time shown on the cover of this solicitation.
  - **2.1. BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic bid.
  - 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
  - **2.3.** The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required**

- **information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- **2.6. RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- **2.7. BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
  - 2.7.1. <a href="Important Note">Important Note</a>: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

#### 3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- **3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- **3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- **3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- 4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

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

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

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

- 5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- **6. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 7-6, "The Contractors Representative" in The GREENBOOK and 7-6.1 in The WHITEBOOK.
- 7. PREVAILING WAGE RATES WILL APPLY: Refer to Attachment D.
- **8. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.

#### 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. 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") http://www.greenbookspecs.org/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings*  https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05

Title	Edition	Document Number	
CALTRANS Standard Plans		PWPI092816-06	
http://www.dot.ca.gov/des/oe/construction-contract-standards.html			
California Manual on Uniform Traffic Control Devices Revision		PWPIO92816-07	
1 (CA MUTCD Rev 1) -			
http://www.dot.ca.gov/trafficops/camutcd/			
NOTE: *Available online under Engineering Documents and References			
http://www.sandiego.gov/publicworks/edocref/index.shtml			

- 11. CITY'S RESPONSES AND ADDENDA: The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the <u>form of an addendum</u>. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
- 12. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- 13. CONTRACT PRICING: This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

#### 14. SUBCONTRACTOR INFORMATION:

14.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the NAME and ADDRESS of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a CONSTRUCTOR, CONSULTANT or SUPPLIER. The Bidder shall further state within the description, the PORTION of the work which will be performed by each subcontractor under this Contract. The

Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3, "Subcontracts", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

#### 16. AWARD:

- **16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **16.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **16.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.

- 17. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- **18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <a href="http://www.sandiego.gov/cip/">http://www.sandiego.gov/cip/</a>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- 19. ONLY ONE BID PER CONTRACTOR SHALL BE ACCCEPTED: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 20. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

## 21. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:

- **21.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- **21.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- **21.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

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

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

- **22.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **22.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- **22.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- **22.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- **22.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- **22.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- **22.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- **22.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

#### 23. BID RESULTS:

- **23.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- **23.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

#### 24. THE CONTRACT:

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

- 24.5. The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- **26. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
  - **26.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - **26.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - **26.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
  - **26.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - **26.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
  - **26.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - **26.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

#### 27. PRE-AWARD ACTIVITIES:

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

EXECUTED IN TRIPLICATE
BOND NO. 2256231
PREMIUM: \$16,895.00
PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

#### PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:
Burtech Pipeline Incorporated, a corporation, as principal, and
NORTH AMERICAN SPECIALTY INSURANCE COMPANY , a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors
and assigns, jointly and severally, to The City of San Diego a municipal corporation in the
sum of Two Million Three Hundred Twenty-Six Thousand Three Hundred Eighty-Six Dollars
and Twenty-Nine Cents (\$2,326,386.29) for the faithful performance of the annexed contract,
and in the sum of Two Million Three Hundred Twenty-Six Thousand Three Hundred Eighty-
Six Dollars and Twenty-Nine Cents (\$2,326,386.29) for the benefit of laborers and
materialmen designated below.

#### Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be vold; 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 walves notice of same.

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

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

DatedJUNE 16, 2017	
Approved as to Form	BURTECH PIPELINE, INCORPORATED Principal
	ву. / О
	DOMINIC J. BURTECH, JR., PRESIDENT Printed Name of Person Signing for Principal
Mara W. Elliot City Attorney  By  Deputy City Attorney	NORTH AMERICAN SPECIALTY INSURANCE COMPANY Surety By Man O. Latanota
Approved:	MARK D. IATAROLA, Attorney-In-fact 6 HUTTON CENTRE DRIVE, SUITE 850
	Local Address of Surety
By Stoph Cann	SANTA ANA, CA 92707
Stephen Samara Principal Contract Specialist Public Works Department	Local Address (City, State) of Surety
- date violità deputificit	714/550-4141
	Local Telephone No. of Surety
	PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE
	Bond No. 2256231

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	}
County of June Diego	_ }
On 6/19/17 before me,	Arthur P. Arquilla, Notary Public (Hejre Insert name and title of the officer)
personally appeared 1 Sminic,	Surtech.
who proved to me on the basis of satis- name(s) is/are subscribed to the within he/she/they executed the same in his/b	factory evidence to be the person(s) whose instrument and acknowledged to me that ler/their authorized capacity(ies), and that by nent the person(s), or the entity upon behalf of e instrument.
•	/ under the laws of the State of California that
the foregoing paragraph is true and cor	Tect. ARTHUR P. ARQUILLA
WITNESS my hand and official seal.	Commission No. 2051358 CONTARY PUBLIC CALIFORNIA TO
WITHERSTHY HAND AND OINCIAN SEAN.	SAN DIEGO COUNTY Commission Expires January 7, 2018
Notary Public Signature (No	otary Public Seal)
ADDITIONAL OPTIONAL INFORMATI	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and,
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary
(Title or description of attached document)	<ul> <li>law.</li> <li>State and County information must be the State and County where the document</li> </ul>
(Title or description of attached document continued)	signer(s) personally appeared before the notary public for acknowledgment.  Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
Number of Pages Document Date	• The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
	<ul> <li>Print the name(s) of document signer(s) who personally appear at the time of notarization.</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Individual (s)	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this</li> </ul>
☐ Individual (s) ☐ Corporate Officer	<ul> <li>information may lead to rejection of document recording.</li> <li>The notary seal impression must be clear and photographically reproducible.</li> <li>Impression must not cover text or lines. If seal impression smudges, re-seal if a</li> </ul>
(Title) □ Partner(s)	sufficient area permits, otherwise complete a different acknowledgment form.  • Signature of the notary public must match the signature on file with the office of
☐ Attorney-in-Fact	the county clerk.  * Additional information is not required but could help to ensure this
☐ Trustee(s) ☐ Other	acknowledgment is not misused or attached to a different document.  Indicate title or type of attached document, number of pages and date.  Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CEO, Secretary)

2015 Version www.inctaryClasses.com 800-873-9865

Securely attach this document to the signed document with a staple.

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

CIVIL CODE § 1189

		tificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document.
State of California		)
County ofSAN DIEC	BO	)
On 6/16/2017	before me.	SANDRA FIGUEROA, NOTARY PUBLIC ,
Date	501010 1110,	Here Insert Name and Title of the Officer
personally appeared		MARK D. IATAROLA
percentary appeared		Name( <del>s</del> ) of Signer( <del>s)</del>
subscribed to the within i his/her/their authorized cap	nstrument and ackn pacity <del>(ies)</del> , and that b	ory evidence to be the person(e) whose name(s) is/are lowledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
		I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
SANDRA FIGUEROA ( COMM. # 2162642 SAN DIEGO COUNTY	WITNESS my hand and official seal.	
NOTARY PUBLIC-CALIFORNIAZ MY COMMISSION EXPIRES 7 AUGUST 14, 2020		Signature Scrola figure of Notary Public
	ptional, completing t	OPTIONAL this information can deter alteration of the document or this form to an unintended document.
	t:	Document Date:
Number of Pages:		Inan Named Above:
☐ Individual ☐ Attor☐ Trustee ☐ Guar☐ Other:	IATARÓĹA e(s): □ General ney in Fact dián or Conservator	Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:
Signer Is Representing:		Signer Is Representing:

#### NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

#### GENERAL POWER OF ATTORNEY

NOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under two of the State of New Hampshire, and Washington International assurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of chaumburg, Illinois, each does hereby make, constitute and appoint:
JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,
and MARK D. IATAROLA
JOINTLY OR SEVERALLY
ts true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings bligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by aw, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the mount of:  FIFTY MILLION (\$50,000,000,000,000) DOLLARS
PIPT PRINCEION (\$20,000,000,000) DOLLARS
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held in the 9 <sup>th</sup> of May, 2012:
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President are Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney name in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them ereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any ertificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be inding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."
By Steven P. Auderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company  Wichael A. Ito, Senior Vice President of North American Specialty Insurance Company  & Senior Vice President of North American Specialty Insurance Company  & Senior Vice President of North American Specialty Insurance Company
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their fficial seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of September 2015.
North American Specialty Insurance Company Washington International Insurance Company
state of Illinois County of Cook ss:
On this 17th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Vashington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and cknowledged said instrument to be the voluntary act and deed of their respective companies.
OFFICIAL SEAL  M KENNY  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 12/04/2017  M. Kenny, Notary Public
, <u>Jeffrey Goldberg</u> , the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington nternational Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.
N WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of JUNE , 20 17.

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

### **ATTACHMENTS**

# ATTACHMENT A SCOPE OF WORK

#### **SCOPE OF WORK**

- **SCOPE OF WORK:** Construction consists of the installation (replace-in-place) of existing cast iron water mains with new 8-inch, 12-inch, and 16-inch PVC pipes. Associated improvements will include curb ramps, street resurfacing, and other work and appurtenances in accordance with the specification and schematic drawings.
  - **1.1.** The Work shall be performed in accordance with:
    - **1.1.1.** The Notice Inviting Bids and Plans numbered **39092-01-D** through **39092-20-D** and **39092-T01-D** through **39092-T10-D**, inclusive.
- **2. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$2,730,000.
- **3. LOCATION OF WORK:** The location of the Work is as follows:

See Location Map attached in Appendix E.

- 4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **300 Working Days**.
  - **4.1. CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid, appropriate license at the time that the Bid is submitted. Failure to possess the specified license may render the Bid as **non-responsive** and ineligible for award.
  - **4.2.** The City has determined that the following licensing classification is required for this contract:

CLASS A

## ATTACHMENT B

#### INTENTIONALLY LEFT BLANK

#### **ATTACHMENT C**

#### INTENTIONALLY LEFT BLANK

## ATTACHMENT D

#### **PREVAILING WAGES**

#### **PREVAILING WAGES**

- 1. **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.
  - 1.1. 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.
    - **1.1.1.** 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 <a href="http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm">http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</a>. 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.
    - 1.1.2. 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.
  - **1.2. 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.
  - **1.3. 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.

- **1.3.1.** 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.
- **1.4. 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.
- 1.5. Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **1.6. 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.
- 1.7. 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."
- **1.8. 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.
- **1.9. 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.

**1.9.1.** 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.

#### ATTACHMENT E

#### **SUPPLEMENTARY SPECIAL PROVISIONS**

#### SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1. The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
  - a) General Provisions (A) for all Contracts.

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

**1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

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

Traffic Plans specify **night work** on **N. Torrey Pines Rd**. The contractor shall obtain a noise abatement permit prior to commencement of work per section 6-1.3.

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

- **2-3.2 Self Performance.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the base Bid **AND** 50% of any alternates.
- **2-5.3.4 Supporting Information.** To the "WHITEBOOK", ADD the following:
  - 3. For landscaping and irrigation materials, submit samples and test results to the Engineer within 15 Days of the NTP.
- **2-14.3 Coordination.** To the "WHITEBOOK", ADD the following:
  - 2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of limits of work described below. See **Appendix** "F" for

the approximate location. Coordinate the Work with the adjacent projects as listed below:

- a) **Broadway near 41<sup>st</sup> St**: Hilltop Drive UUD, Jie Xiao 619-533-5496
- b) Kettner Blvd & F St: Water Group Job 952, Casey Crown 619-533-3611
- c) **Sterne St & Rosecrans St:** PR00022, Helen Deisher (Naval Facilities Eng Command) 619-556-6036
- d) Fort Stockton Dr & Sunset Blvd: Mission Hills Historic St Lighting, Dayue Zhang 619-533-7409
- e) **Fort Stockton Dr & Sunset Blvd:** Bicycle Program, Esmerelda White, 619-533-3198
- f) **Rappahannock Ave:** Residential Project Block 6H, James Bajet 619-533-3046
- g) **Damon Ave:** Sandag's Rose Creek Bikeway, Esmerelda White, 619-533-3198
- **2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the "WHITEBOOK", item 1, DELETE in its entirety.

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

- **4-1.3.6 Preapproved Materials.** To the "WHITEBOOK", ADD the following:
  - 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.
- **4-1.6 Trade Names or Equals.** To the "WHITEBOOK", ADD the following:
  - 11. You shall submit your list of proposed substitutions for an "equal" item **no less than 15 Working Days prior to the Bid due date** and on the City's Product
    Submittal Form available at:

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

#### **SECTION 5 - UTILITIES**

- **5-2 PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:
  - g) Refer to **Appendix "K"** for more information on the protection of AMI devices.
- **5-6 COOPERATION.** To the "GREENBOOK", ADD the following:
  - 1. Notify SDG&E at **least 14 Working Days** prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

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

**6-1.1 Construction Schedule.** To the "WHITEBOOK", item 20, ADD the following:

The 120 Calendar Day for the Plant Establishment Period is included in the stipulated Contract Time.

- **6-2.1 Moratoriums.** To the "WHITEBOOK", ADD the following:
  - 3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:
    - a) Kettner Blvd from Thanksgiving to New Year's Day (inclusive).
    - b) Garnet Ave from Memorial Day to Labor Day (inclusive).
    - c) Paving Moratorium: Garnet Ave from present to 12/12/2017 (inclusive).

ADD:

#### 6-3.2.1.1 Environmental Document.

- The City of San Diego Environmental Analysis Section (EAS) of the Public Works
  Department has prepared a Notice of Exemption (NOE) for Remaining
  Small Diameter CI Water Phase 1, as referenced in the Contract Appendix.
  You shall comply with all requirements of the NOE as set forth in Appendix A.
- **6-7.1 General.** To the "WHITEBOOK", item 3, ADD the following:
  - d) 30 Days for full depth asphalt final mill and resurfacing work required per SDG-107.
  - e) Where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Plan and schedule Work accordingly. No additional payment or Working Days will be granted for delays due to the moratorium.

#### SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

**7-3 INSURANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

#### 7-3 INSURANCE.

1. 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 shall 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 shall 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:

General Annual Aggregate Limit	Limits of Liability
Other with an Burndy sta/Computated One wating	#2.000.000
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.

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

- 1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
- 2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
- 3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance

- will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
- 4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
- 5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
- 6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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

- 1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
- All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
- 3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
- 4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims

Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

- 5. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.
- **7-3.2.6 Railroad Protective Liability Insurance.** Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, you may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.
- **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.
  - 1. 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.
  - 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.

- 3. 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.
- 4. 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.

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

#### 7-3.5.3.1 Additional Insured.

- 1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products,
  - c) your work, e.g., your completed operations performed by you or on your behalf, or
  - d) premises owned, leased, controlled, or used by you.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- 2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.
- **7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

# 7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

#### 7-3.5.4.1 Additional Insured.

- 1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products,
  - c) your work, e.g., your completed operations performed by you or on your behalf, or
  - d) premises owned, leased, controlled, or used by you.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- 2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.
- 7-3.5.4.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

- **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 NOT USED.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

#### 7-4 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:

Workers' Compensation	Statutory Employers Liability
Bodily Injury by Accident Bodily Injury by Disease	\$1,000,000 each accident \$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. 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.

#### **7-8.1 General.** To the "WHITEBOOK", ADD the following:

2. Use a self-loading motorized street sweeper equipped with a functional water spray system for this project.

#### **7-8.6 Water Pollution Control.** To the "WHITEBOOK", ADD the following:

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

ADD:

#### 7-16.1.3 Weekly Updates Recipients.

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Alice Altes, Associate Engineer, <u>aaltes@sandiego.gov</u>
Christina Awad, Project Engineer, <u>cawad@sandiego.gov</u>
Resident Engineer, TBA, <u>tba@sandiego.gov</u>

#### **7-16.3 Exclusive Community Liaison Services.** To the "WHITEBOOK", ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 7-16.2 "Community Outreach Services" and 7-16.3 "Exclusive Community Liaison Services".

#### **7-20 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", ADD the following:

2. Virtual Project Manager shall be used on this Contract.

# **7-21.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

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

**9-3.2 Partial and Final Payment** To the "GREENBOOK", paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

#### ADD:

- **9-3.7 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK" ADD the following:
  - 5. This Contract **is not** subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

#### **SECTION 203 – BITUMINOUS MATERIALS**

- **203-3.4.4 RUBBER POLYMER MODIFIED SLURRY (RPMS).** To the "WHITEBOOK", ADD the following:
  - 1. RPMS shall be used on this Contract.

#### **SECTION 209 - PRESSURE PIPE**

- **PRESSURE PIPE.** To the 'WHITEBOOK", ADD the following:
  - 2. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.

#### **SECTION 300 - CLEARING AND GRUBBING**

- **300-1.4 Payment.** To the "WHITEBOOK, ADD the following:
  - 8. The payment for the removal and replacement of ornamental vegetation and improvements to original conditions at Damon Avenue, sheet 5 of the plans shall be included in the Bid item for "Miscellaneous Landscape Replacement" and no additional payment shall be made.

#### **SECTION 302 - ROADWAY SURFACING**

#### **302-4.12.2.1 General.** To the "WHITEBOOK", ADD the following:

- 3. When Type I is to be applied over Type II, or when Type II is to be applied over Type III, corrective action in accordance with 302-4.11.1.2, "Reduction in Payment Based on WTAT" such as reductions in payment, non-payment, or removal of Type II or Type III material, respectively, not meeting specifications as directed by the Engineer shall be executed prior to the application of the Type I or Type II material.
- **302-4.12.4 Measurement and Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
  - 2. The payment for RPMS shall be the total square footage used on the project calculated using the method described and shall be paid under the following Bid items:

BID DESCRIPTION	UNIT
Rubber Polymer Modified Slurry (RPMS) Type I	SF
Rubber Polymer Modified Slurry (RPMS) Type II	SF
Rubber Polymer Modified Slurry (RPMS) Type III	SF
Rubber Polymer Modified Slurry (RPMS) Type I (Bike Lane)	SF

The Bid items for RPMS shall include full compensation for the specified surface preparation not included in other Bid items and shall include the Work necessary to construct the RPMS as specified on the Plans. Sweeping, removals, and furnishing the aggregate required for the mix design shall also be included in this Bid item.

**Payment.** To the "WHITEBOOK", item 1, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Payment shall not be made for additional fabric for overlapped areas.

#### SECTION 304 - METAL FABRICATION AND CONSTRUCTION

**PAYMENT.** To the "WHITEBOOK", REVISE section "**304-5**" to "**304-6**".

#### SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

**306-1 GENERAL.** To the "GREENBOOK", ADD the following:

Build the Project in accordance with the water high-lining phasing shown on the Plans.

- **306-7.8.2.1 General.** To the "WHITEBOOK", item 2, ADD the following:
  - a) Specified test pressure for Class 235 pipe shall be 150 psi.
  - b) Specified test pressure for Class 305 pipe shall be 200 psi.

#### **306-8.8.3 Thrust Blocks and Anchor Blocks.** ADD the following:

Restrained Joint Lengths for Tees and Crosses			
Pipe Run Pipe Branch Dia. (in) Dia. (in)		Branch Restrained Length, L <sub>b</sub> (ft)	
16	8	120	
16	10	150	
16	12	175	
16	16	225	

#### **SECTION 700 - MATERIALS**

- **700-9.1 Pedestrian Barricade.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Pedestrian barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDE-103, "Pedestrian Barricade".
  - 2. Assembly shall be commercial quality galvanized material.

#### **SECTION 701 - CONSTRUCTION**

- **701-2 PAYMENT.** To the "WHITEBOOK", ADD the following:
  - 19. The payment for Pedestrian Barricades shall be included in the Bid item for each "Pedestrian Barricade".
  - 20. The payment for Curb Ramp Barricades shall be included in the Bid item for each "Curb Ramp Barricade".

#### **EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A - GENERAL REQUIREMENTS**

**4.1 Nondiscrimination in Contracting Ordinance.** To the "WHITEBOOK", subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

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

# SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

#### **APPENDIX A**

# NOTICE OF EXEMPTION

#### NOTICE OF EXEMPTION

(Check one o	or both)
TO: <u>X</u>	Recorder/County Clerk
g de ga <sup>re</sup> s e	P.O. Box 1750, MS A-33
· .	1600 Pacific Hwy, Room 260
	San Diego, CA 92101-2400
<del>,,,</del>	Office of Planning and Research 1400 Tenth Street, Room 121
	Sacramento, CA 95814

FROM: City of San Diego

Public Works Department 525 B Street, Suite 750, MS908A

San Diego, CA 92101

Project/ WBS No.: B-15206.02.06

Project Title: Remaining Small Diameter Cl Water (Phase 1)

Project Location-Specific: The project is located Citywide at the following locations: 1) North Torrey Pines Road (south of Torrey Pines Scenic Drive); 2) Rutgers Road between La Jolla Scenic Drive and Paseo Bonita, Clemson Circie, Bucknell Avenue, and Colgate Circle; 3) Garnet Avenue (near Donaldson Place); 4) Damon Avenue (near Mission Day Drive); 5) Rappahanrock Avenue and Ottawa Avenue; 6) Linda Vista Road near Genesee Avenue; 7) Sterne Street and Rosecrans Street; 8) Fort Stockton Drive (between Sunset Boulevard and Stephens Street); 9) West Pennsylvania Avenue (between Kite Street and Jackdaw Street); 10) West Juniper Street (between Albatross Street and Curlew Street); 11) Olive Street (between 54th Street and 55th Street; 12) 55th Street (between Seifert Street and Laurel Street); 13) Ketner Boulevard (between F Street and G Street); 14) Russ Boulevard (near A Street); 15) 13th Street (between K Street and L Street); 16) 33rd Street (north of K Street) and 17) Broadway Street and 41st Street.

The project locations are within the University, La Jolla, Clairemont Mesa, Linda Vista, Peninsula, Uptown, Greater North Park, Mid-City Communities: Eastern, Downtown, Greater Golden Hill, and Southeastern San Diego Community Planning Areas within Council Districts 1, 2, 3, 4, 7, 8 and 9.

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: The project proposes to replace-in place approximately 7,400 linear feet (LF) of existing 4-, 6-, 8-, 10- and 12-inch cast-iron (CI) water main with new 8- and 12-inch polyvinyl chloride (PVC) pipe at various locations throughout the City. Approximately 115 LF of water main will be abandoned. All work will be within the public-right-of-way within existing alignments. The project also proposes to replace various existing curb ramps in the project area.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego, Public Works Department

Alice Altes, Project Manager 525 B Street, Suite 750 San Diego, CA 92101 (619) 533-4105

Exempt Status: (CHECK ONE)

- ( ) Ministerial (Sec. 21080(b)(1); 15268);
- ( ) Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ( ) Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- (X) Categorical Exemption: 15301 (Existing Facilities); and 15303 (New Construction or Conversion of Small Structures)

Reasons why project is exempt: The City of San Diego conducted an environmental review and determined the project meets the categorical exemption criteria set forth in the CEQA State Guidelines 15301 (Existing Facilities), which allows for the repair, maintenance, or minor alteration of existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewage or other public utility services (e.g., water main replacement) as well as the repair, maintenance, or minor alteration of highways and streets, sidewalks, gutters, and similar facilities, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination (e.g., curb ramps); and 15303 (New Construction or Conversion of Small Structures), which allows for construction and location of limited numbers of new, small facilities or structures such as water main, sewage, electrical, gas, and other utility extensions, including street improvements of reasonable length to serve such construction and where the exceptions listed in 15300.2 would not apply. This project is not anticipated to impact sensitive resources.

Lead Agency Contact Person: Jerry Jakubauskas, Senior Planne	r Telephone: (619) 533-3755
If filed by applicant:	
1. Attach certified document of exemption finding.	
2. Has a notice of exemption been filed by the public agenc	ey approving the project? ( ) Yes ( ) No .
It is hereby certified that the City of San Diego has determined	the above activity to be exempt from CEQA
	7/29/2016
Carrie Purcell, Principal Planner	Date
Check One:	
(X) Signed By Lead Agency	Date Received for Filing with County Clerk or OPR

( ) Signed by Applicant

#### **APPENDIX B**

# FIRE HYDRANT METER PROGRAM

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

#### 1. PURPOSE

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

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

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

#### Reference

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

#### 3. **<u>DEFINITIONS</u>**

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

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

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

#### 4. **POLICY**

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

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

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

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

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

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

#### Process for Issuance

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
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	SUPERSEDES DI 55.27	<b>DATED</b> April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
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FIRE HYDRANT METER PROGRAM		October 15, 2002
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PROGRAM)		
,	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
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,	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

for removal of the meter.

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

#### 5. **EXCEPTIONS**

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

#### 6. **MOBILE METER**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

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

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

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

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#### 7. FEE AND DEPOSIT SCHEDULES

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

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

### 8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

Larry Gardner Water Department Director

Tabs: 1. Fire Hydrant Meter Application

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

#### **APPENDIX**

Administering Division: Customer Support Division

Subject Index: Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

**Distribution:** DI Manual Holders



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

(For Office Use Only)

NS REQ	FAC#
DATE	ВҮ
	l

METE	R SHOP (619) 527	7-7449	<u> </u>			······································	
Meter Information	(020) 527	, ,	Application	Date	Request	ted Install	Date:
Fire Hydrant Location: (Attach Detailed Map//Thon	and Drop Man Locatio	n or Constr	uotion drawi	-a \	Т.В.		G.B. (CITY USE)
Fire Hydrant Location: (Attach Detailed Mapy) Inon	las bros. Map Locatio	iii oi constr	Zip:	······	1.0.		GIB (CITT USE)
Specific Use of Water:					•		
Any Return to Sewer or Storm Drain, if so, explain			<del></del>				
Estimated Duration of Meter Use:					Check B	ox if Recla	almed Water
Company Information				•			
Company Name:							
Mailing Address:				- to the second	netheli (Paramente, en	<del> </del>	
City:	State:	Zi	o:		Phone: (	)	
*Business license#		*Contr	actor lice	nse#			
A Copy of the Contractor's license OR E	usiness License	is require	ed at the t	ime of r	neter issuar	ice.	***************************************
Name and Title of Billing Agent: (Person in Accounts Payable)					Phone: (	)	
Site Contact Name and Title:					Phone: (	)	
Responsible Party Name:					Title:		
Cal ID#					Phone: (	)	
Signature:		Dat	:e:				,
Guarantees Payment of all Charges Resulting from the use	of this Meter. <u>Insures t</u> i	hat employee	s of this Organ	nization unde	erstand the prope	r use of Fi	e Hydrant Meter
Fire Hydrant Meter Removal	Request		Reques	ted Remo	oval Date:		
Provide Current Meter Location if Different from Ab	ove:						
Signature:		. 7	Title:	·····		Date:	
Phone: ( )		Pager:	( )		<del>, , , , , , , , , , , , , , , , , , , </del>		
							······································
City Meter Private Me	ter		<del></del>			*	
			I				

	City Meter	Private Meter		
Conf	tract Acct #;		Deposit Amount: \$936.00	Fees Amount: \$ 62.00
Met	er Serial #	•	Meter Size: 05	Meter Make and Style: 6-7
Back	cflow#	·	Backflow Size;	Backflow Make and Style:
Nam	ne:		Signature:	Date:

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

Auto Detailing

Backfilling

Combination Cleaners (Vactors)

Compaction

Concrete Cutters

Construction Trailers

**Cross Connection Testing** 

**Dust Control** 

Flushing Water Mains

Hydro Blasting

Hydro Seeing

Irrigation (for establishing irrigation only; not continuing irrigation)

Mixing Concrete

Mobile Car Washing

Special Events

Street Sweeping

Water Tanks

Water Trucks

Window Washing

#### Note:

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

Date
Name of Responsible Party Company Name and Address Account Number:
Subject: Discontinuation of Fire Hydrant Meter Service
Dear Water Department Customer:
The authorization for use of Fire Hydrant Meter #
City of San Diego Water Department Attention: Meter Services 2797 Caminito Chollas San Diego, CA 92105-5097
Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619)
·
Sincerely,
Water Department

#### **APPENDIX C**

#### MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

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

#### **APPENDIX D**

# SAMPLE CITY INVOICE

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

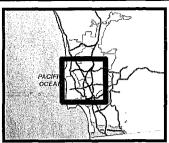
Item #	Item Descri	ption	Contract A			Authorization		Previous Totals To Date		This Estimate		Totals to Date	
			Init Price	Qty	Ext	ension	%/QTY	Amount	%/QTY	Amount	% / QTY	Amount	
1					\$	-		\$ -		\$	0.00%		
2			<u> </u>		\$	-		\$ -		\$ -	0.00%		
3					\$	-		\$ -		\$ -	0.00%		
4					\$	-		\$ -		\$ -	0.00%		
5					\$	-		\$ -		\$ -	0.00%		
6					\$	-		\$ -		\$ -	0.00%		
7					\$	-		\$ -		\$ -	0.00%		
8					\$	-		\$ -		\$ -	0.00%		
9					\$	-		\$ -		\$ -	0.00%		
10					\$	-		\$ -	1	\$ -	0.00%		
11					\$	-		\$ -		\$ -	0.00%		
12					\$			\$ -		\$ -	0.00%		
13					\$	-		-		<u> </u>	0.00%	·	
14					\$	-		-		\$ -	0.00%		
15					\$	-		\$ -		\$ -	0.00%		
16					\$			\$ -		\$ -	0.00%		
17	Field Orders				\$	-		\$ -		\$ -	0.00%	<u> </u>	
18					\$	-		\$ -		\$ -	0.00%	\$ -	
	CHANGE ORDER No.				\$	-		\$ -		<u> </u>	0.00%		
					\$			\$		\$ -	0.00%	\$ -	
		Total Authorized Amount (includin	g approved Change Orde	г)	\$	-		-		\$ -	Total Billed	\$ -	

SUMMARY

SUMMARY				
A. Original Contract Amount	\$ -	I certify that the materials	Retention and/or Escrow Payment Schedu	le_
B. Approved Change Order #00 Thru #00	\$ -	have been received by me in	Total Retention Required as of this billing (Item E)	\$0.00
C. Total Authorized Amount (A+B)	\$ -	the quality and quantity specified	Previous Retention Withheld in PO or in Escrow	\$0.00
D. Total Billed to Date	\$ -		Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
E. Less Total Retention (5% of D )	\$ -	Resident Engineer	Amt to Release to Contractor from PO/Escrow:	
F. Less Total Previous Payments	\$ -			•
G. Payment Due Less Retention	\$0.00	Construction Engineer		
H. Remaining Authorized Amount	\$0.00		Contractor Signature and Date:	
			_	

# APPENDIX E

# **LOCATION MAP**



# SAN DIEGO Public Works

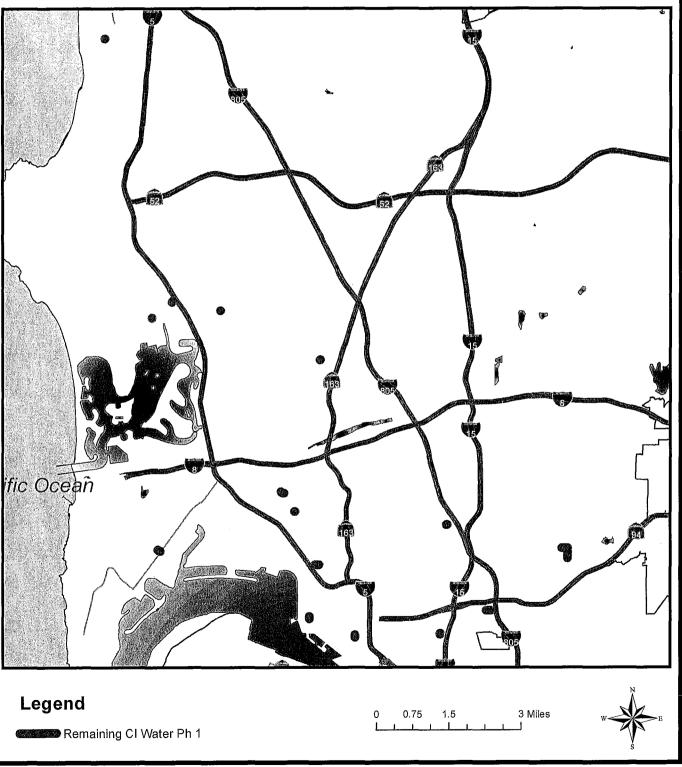
# Remaining Small Diameter CI Water Phase 1

SENIOR ENGINEER Iraj Asgharzadeh (619) 533-5105

PROJECT MANAGER Alice Altes (619) 533-4105

PROJECT ENGINEER Christina Awad (619) 533-4640

FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: engineering@sandiego.gov



COMMUNITY NAME: SOUTHEASTERN SAN DIEGO

Date: October 14, 2016 Remaining Small Diameter CI Water Phase 1 Appendix E - Location Map

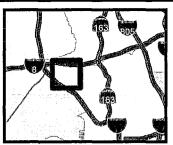


SAP ID: B15206 (W)



### **APPENDIX F**

# ADJACENT PROJECTS



# SAN DIEGO Public Works

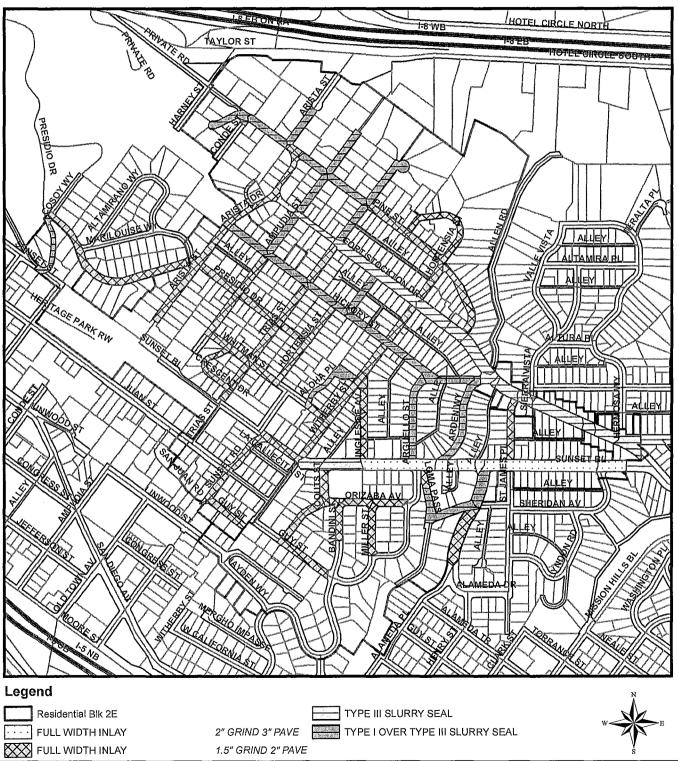
# RESIDENTIAL PROJECT BLOCK 2E (Mission Hills)

SENIOR ENGINEER DAYUE ZHANG 619-533-7409

PROJECT MANAGER ALI ALAEIPOUR 619-533-5141

PROJECT ENGINEER CHUN YU CHAN 619-533-7416

FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: engineering@sandiego.gov



COMMUNITY NAME: MISSION HILLS

Date: May 13, 2016

Remaining Small Diameter CI Water Phase 1 Appendix F - Adjacent Projects

COUNCIL DISTRICT: 2

SAP ID: B-00709

PREDESIGN LOCATION MAP

# **WATER GROUP JOB 952**

PREDESIGN SENIOR ENGINEER ALEX GARCIA (619)-533-3634

PREDESIGN PROJECT ENGINEER ERIC WILDBERGER (619) 533-3765

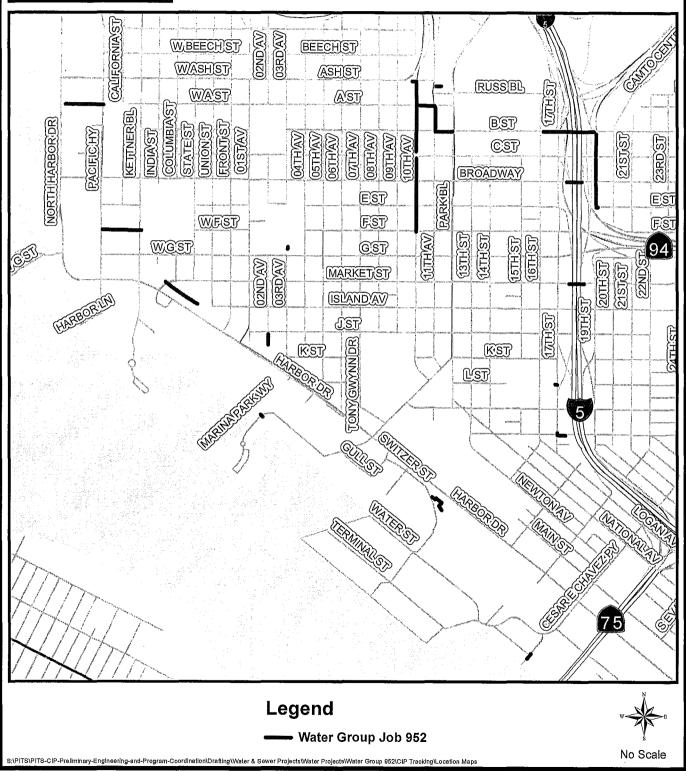
PREDESIGN PROJECT MANAGER ERIC WILDBERGER (619) 533-3765

PREDESIGN DRAFTER **TEDDY RAMOS** 

(619) 533-3734



PROJECT IMPLEMENTATION DIVISION



Council District: 3 & 8

Community Name: Downtown / Barrio Logan

Date: 8-20-2013

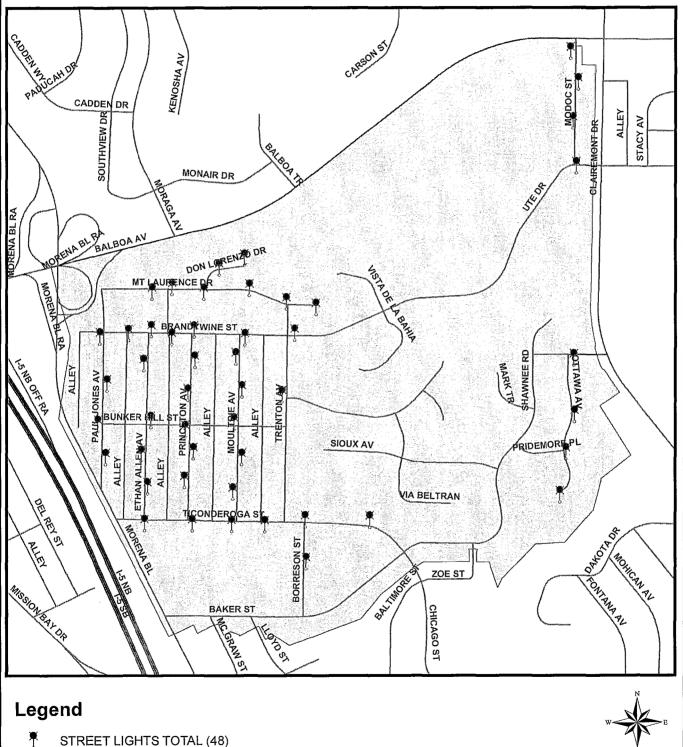
Remaining Small Diameter CI Water Phase 1 Appendix F - Adjacent Projects

# PACIFIC

#### **BLOCK 6H UUD**

SENIOR ENGINEER LABIB QASEM (619) 533-6670 PROJECT MANAGER JIE XIAO (619) 533-5496 CITY OF SAN DIEGO
PUBLIC W RKS
DEPARTMENT

CONSTRUCTION PROJECT INFORMATION LINE (619) 533-4207



COMMUNITY NAME: CLAIREMONT MESA

**COUNCIL DISTRICT: 2** 

WBS#B15086



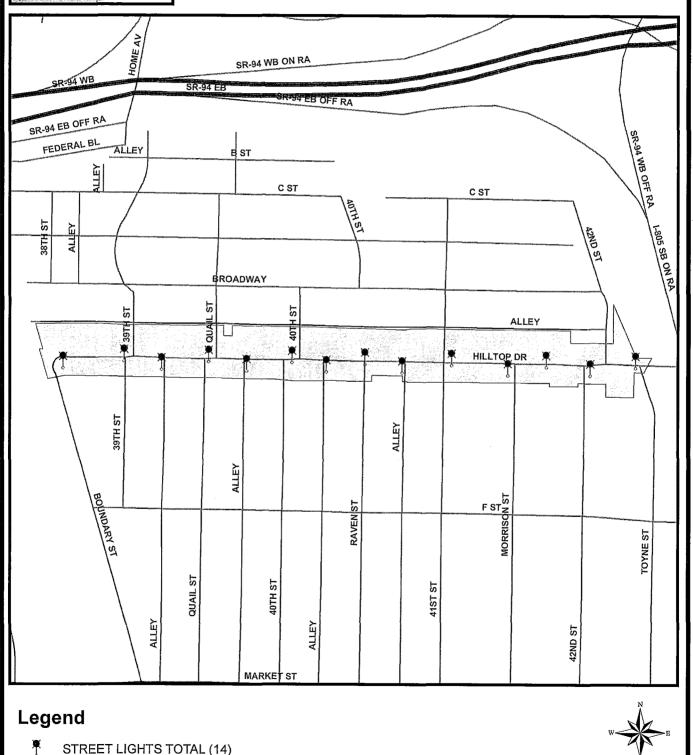
#### HILLTOP DRIVE UUD

SENIOR ENGINEER LABIB QASEM (619) 533-6670

PROJECT MANAGER JIE XIAO (619) 533-5496

CITY OF SAN DIEGO PUBLIC

CONSTRUCTION PROJECT INFORMATION LINE (619) 533-4207



COMMUNITY NAME: SOUTHEASTERN SAN DIEGO



**COUNCIL DISTRICT: 9** 

WBS#B15095



PREDESIGN LOCATION MAP

# MISSION HILLS HISTORIC STREET LIGHTING

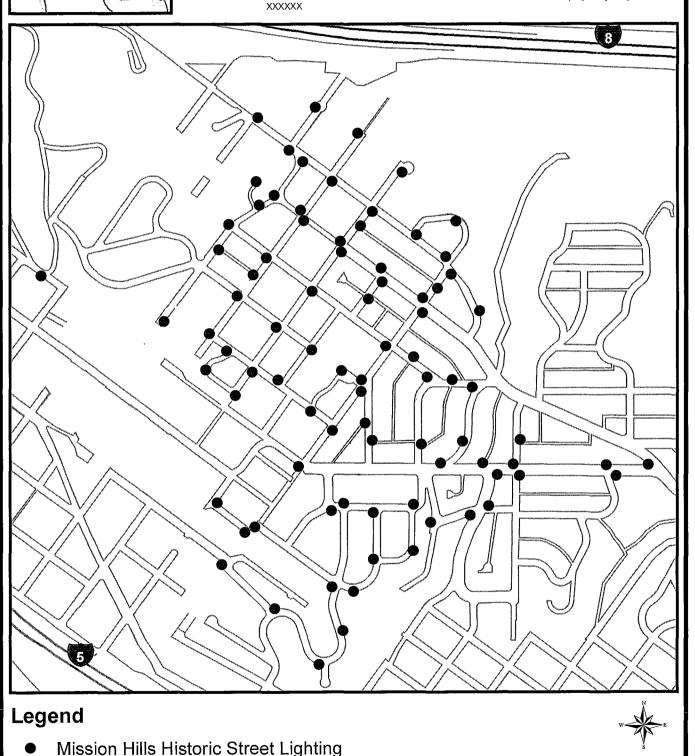
PREDESIGN SENIOR ENGINEER XXXXXX XXXXXX

PREDESIGN PROJECT MANAGER Dayue Zhang 619-533-7409

PREDESIGN PROJECT ENGINEER XXXXXX



Project Implementation & Technical Services (PITS) CIP Preliminary Engineering & Program Coordination



Community Name: UPTOWN

Council District: 2

StPITSIPITS-CIP-Preliminary-Engineering-and-Program-Coordination\Drafting\TEO Transportation\Mission Hills Historic Street Lighting\CIP Tracking\Location Maps

SAP ID# S11008

No Scale



### **APPENDIX G**

#### **HYDROSTATIC DISCHARGE FORM**

Hydros	static Discharge R	equirement	s Certificatio	<b>on</b> (Discharg	e Events ≥ 325,850 gpd)				
Test Wa									neral Permit for Discharges of Hydrostatic isions/adopted_orders/2010/R9-2010-
	rged water has bee	n dechlorina	ted to below	<b>0.1</b> (mg/l) le	vel; and effluent has bee	n maintained between <u>6 and 9</u>	Wi	charge thin nits?	Comment/Action Taken
Event #	Discharge Date	ltem Tested	Duration	Amount (gpd)	Description of the Pro Discharge	posed Method and Test Resul	t YES	NO	
		Chlorine		e e					
		рН							
		Chlorine							
		рН							
		Chlorine							
		рН							
		Chlorine							
		рН							
Qualifi	ied Personnel Cond	ucting Tests	(Print Name	):			SAP N	o.(s):	
*Signed:					Projec	Project Name:			

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

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

#### **APPENDIX H**

#### **DISCHARGE POINTS AND FLOW DATA**

# CITY OF SAN DIEGO MEMORANDUM

DATE:

March 8, 2017

TO:

Christina Awad, Junior Civil Engineer, Public Works Department

FROM:

Alex Ottens, Assistant Civil Engineer, Engineering and Program Management

SUBJECT:

Flow Data and Pre-approval for Maximum Allowable Dewatering Discharge –

Remaining Small Diameter CI Phase 1

The hydraulic modeling analysis for Remaining Small Diameter CI Phase 1 main flushing has been completed. See below for a table of the flow data and maximum allowable discharges for the manholes indicated. The table is for existing flow conditions and allowable discharge to the existing sewer configuration during dry flow conditions only. Flow must be held for 24 hours after a ½" rainfall event. These numbers are only valid if the existing sewer configuration is in place at the time of discharge.

This is only a pre-approval for capacity. Before discharge begins Industrial Waste needs to approve the discharge, Wastewater Collections needs to approve the flushing, and the capacity will be re-evaluated at that time.

Location	Manhole ID	FSN	Max discharge (GPM)
Myrtle Ave.	I19S318	105709	200
Fort Stockton Dr.	F19S39	90912	500
Pennsylvania Ave.	F19S576	91947	350
Olive St.	K21S261	118879	0
55th St.	K20S50	118868	0
N. Torrey Pines Rd.	C06S118	5585369	1000
Damon Ave.	D13S292	82189	1000
Garnet Ave.	C14S170	77005	1000
Rappahannock Ave.	E14S4	85779	100
Kettner Blvd.	F22S611	5592512	100
Sterne St	C20S382	5190290	300
W. Juniper St.	F21S560	5543795	500
Broadway	J22S834	5625100	75

Alex Ottens

Cc: Matthew Wedeking

#### **APPENDIX I**

#### **HAZARDOUS LABEL/FORMS**

# 

#### INCIDENT/RELEASE ASSESSMENT FORM 1

## If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

<u>Que</u>	stions for Incident Assessment:	YES	NO
1.	Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?		
2.	Did anyone, other than employees in the immediate area of the release, evacuate?		
3.	Did the release cause off-site damage to public or private property?		
4.	Is the release greater than or equal to a reportable quantity (RQ)?		
5.	Was there an uncontrolled or unpermitted release to the air?		
6.	Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?		
7.	Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?		
8.	Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?		
9.	Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?		
10.	Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?		

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

\*Call 911 in an emergency\*

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a "no" response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

5-02-08

<sup>&</sup>lt;sup>1</sup> This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

# NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DES	SCRIPTION	Incident #
Date/Time Discovered	Date/Time Discharge	Discharge Stopped ☐ Yes ☐ No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, I	Lease, Well #, GIS)	Di / A// 1 10 Thr Th
Please describe the incident and indicate	specific causes and area affected.	Photos Attached?:
Indicate actions to be taken to prevent sin	milar releases from occurring in the	future.
	PION	
2. ADMINISTRATIVE INFORMAT Supervisor in charge at time of incident:		Phone:
Contact Person:		Phone:
Contact I elson.		i none.
3. CHEMICAL INFORMATION		
Chemical		
Chemical	Quantity	GAL LBS FT <sup>3</sup>
Chemica	Quantity	$\square$ GAL $\square$ LBS $\square$ FT <sup>3</sup>
Chemical	Quantity	□ <sub>GAL</sub> □ <sub>LBS</sub> □ <sub>FT³</sub>
Clean-Up Procedures & Timeline:	1 Quantity	CITE EDS 11
Completed By:	Phone:	
Print Name:	Title:	
A AAAA I IMAAAA	1100.	

# EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM **BUSINESS NAME** FACILITY EMERGENCY CONTACT & PHONE NUMBER TME INCIDENT MO DAY YR OES OES (use 24 hr time) CONTROL NO. DATE NOTELED CITY / COMMUNITY COUNTY INCIDENT ADDRESS LOCATION ZIP CHEMICAL OR TRADE NAME (print or type) CAS Number CHECK IF CHEMICAL IS LISTED IN CHECK IF RELEASE REQUIRES NOTIFI -40 CFR 355, APPENDIX A CATION UNDER 42 U.S.C. Section 9603 (a) PHYSICAL STATE RELEASED PHYSICAL STATE CONTAINED QUANTITY RELEASED SOLID LIQUID GAS SOLID LIQUID GAS **ENVIRONMENTAL CONTAMINATION** TIME OF RELEASE **DURATION OF RELEASE** WATER GROUND OTHER AIR -DAYS ---HOURS----MINUTES **ACTIONS TAKEN** KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information) ACUTE OR IMMEDIATE (explain) CHRONIC OR DELAYED (explain) NOTKNOWN (explain) ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)

CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information

sub mitted and believe the sub mitted information is true, accurate, and complete.

REPORTING FACILITY REPRESENTATIVE (print or type) \_ SIGNATURE OF REPORTING FACILITY REPRESENTATIVE

DATE:

# EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

#### GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

#### **BASIC INSTRUCTIONS:**

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

#### SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

#### MAIL THE COMPLETED REPORT TO:

State Emergency Response Commission (SERC) Attn: Section 304 Reports Hazardous Materials Unit 3650 Schriever Avenue Mather, CA 95655

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

# APPENDIX J

# **SAMPLE OF PUBLIC NOTICE**

# FOR SAMPLE REFERENCE ONLY





# **PROJECT TITLE**

Work on your street will begin within one week to replace the existing water mains servicing your community.

#### The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

#### How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

#### Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

#### City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request. Remaining Small Diameter CI Water Phase 1 Appendix J - Sample of Public Notice





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Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

#### **APPENDIX K**

# ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

# **Protecting AMI Devices in Meter Boxes and on Street Lights**

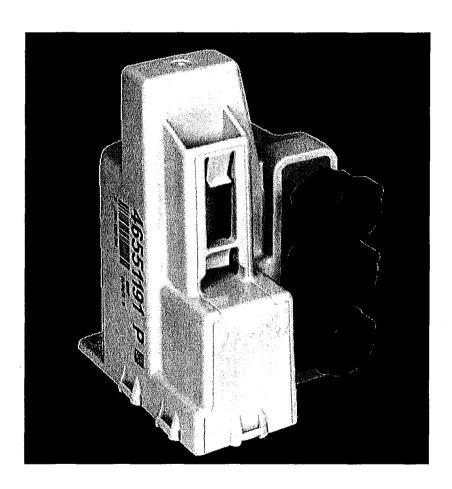
The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

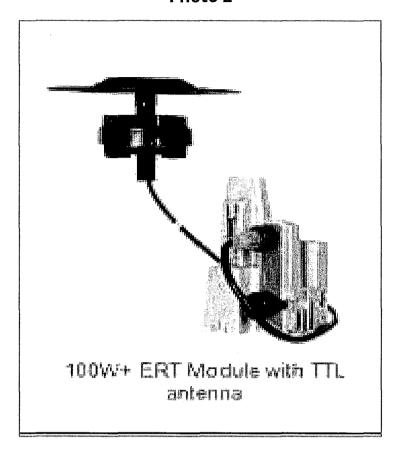
#### A. Endpoints, see Photo 1:





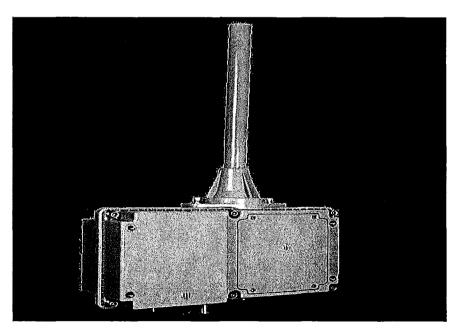
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



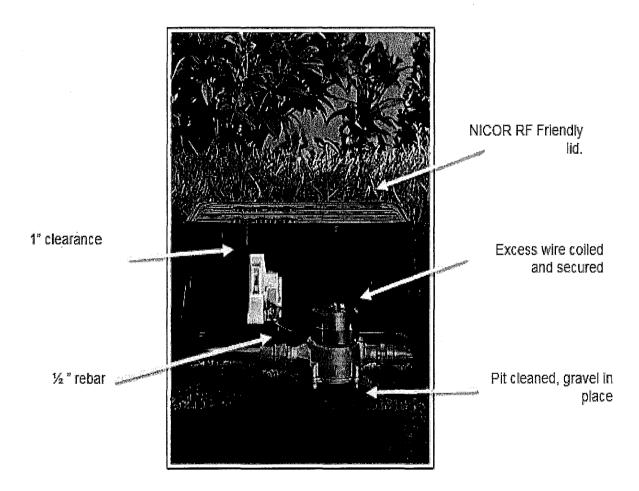
Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

#### Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

#### Photo 5

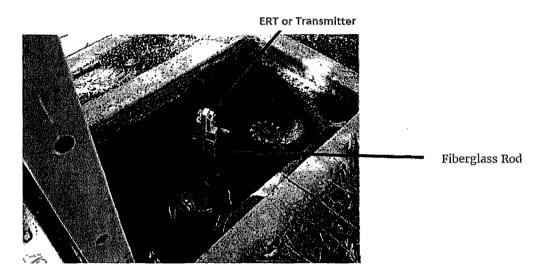
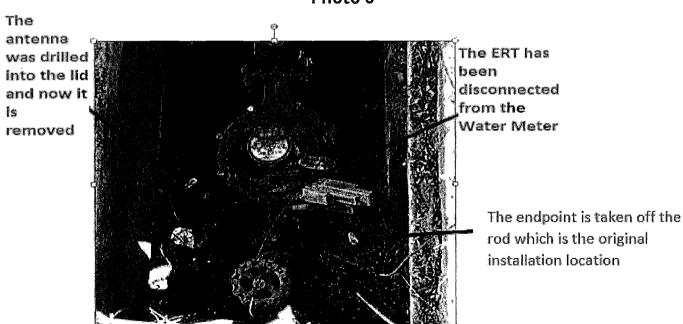


Photo 6 below is an example of disturbance that shall be avoided:





You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

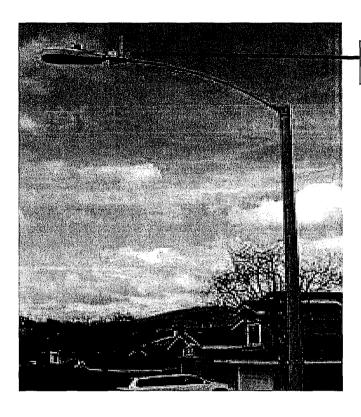




Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.

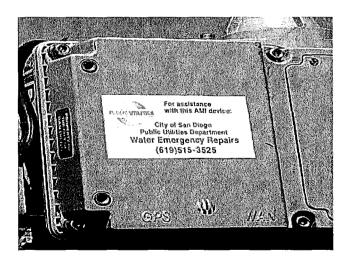
Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

#### Photo 8



**Network Device** 

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

# **ATTACHMENT F**

# **INTENTIONALLY LEFT BLANK**

#### **ATTACHMENT G**

# **CONTRACT AGREEMENT**

#### **CONTRACT AGREEMENT**

#### **CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Burtech Pipeline Incorporated</u>, herein called "Contractor" for construction of Remaining Small Diameter CI Water Phase 1; Bid No. K-17-1546-DBB-3; in the amount of <u>Two Million Three Hundred Twenty-Six Thousand Three Hundred Eighty-Six and Twenty-Nine Cents (\$2,326,386.29)</u>, which is comprised of the Base Bid plus Alternate A.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled **Remaining Small Diameter CI Water Phase 1**, on file in the office of the Public Works Department as Document No. **B-15206**, as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Remaining Small Diameter CI Water Phase 1**, Bid No. **K-17-1546-DBB-3**, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

# **CONTRACT AGREEMENT (continued)**

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM			
By Stephen Samara  Print Name:  Principal Contract Specialist Public Works Department  Date:  9-19-17	Mara W. Elliot, City Attorney  By  Print Name: A MUCCI  Deputy City Attorney  Date: 9 / 9 / 9			
CONTRACTOR BURTECH PIPELINE INCORPORATED	•			
Ву /				
Print Name: DOMINIC J. BURTECH				
Title: PRESIDENT & CEO				
Date: <u>AUGUST 31, 2017</u>				
City of San Diego License No.: <u>B1996002066</u>				
State Contractor's License No.: 718202				
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) F	REGISTRATION NUMBER: 1000006324			

#### **CERTIFICATIONS AND FORMS**

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

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

#### To the City of San Diego:

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

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

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

State of California

County of San Diego

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

#### DRUG-FREE WORKPLACE

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

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

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

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

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

#### **CONTRACTOR STANDARDS - PLEDGE OF COMPLIANCE**

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

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

# **Equal Benefits Ordinance Certification**

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

#### **AFFIDAVIT OF DISPOSAL**

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

WHEREAS, on the	DAY OF to and executed a contrac		, 2	the
undersigned entered in for:	o and executed a contrac	t with the City of Sa	n Diego, a munici	pal corporation,
	EMAINING SMALL DIAM	IETER CI WATER PH	HASE 1	
	(Name	of Project)		
(WBS/IO/CC) <b>B-15206-</b> ; affirm that "all brush,	ed in said contract and and <b>WHEREAS</b> , the speci trash, debris, and surplu manner"; and <b>WHEREAS</b> ,	fication of said cor is materials resulti	ntract requires th ing from this pro	ne Contractor to oject have been
under the terms of said	onsideration of the final placed contract, the undersign n said contract have beer	ned Contractor, do	es hereby affirm	that all surplus
-	n disposed of according to	• •	_	
	Contracto	nr		
by		· ·		
ATTEST:				
State of	County o	f		
and for said County and	DAY OF, 2 I State, duly commissione known to me to be the	d and sworn, perso	onally appeared_	
	g Release, and whose nar			
Notary Public in and fo	or said County and State			

#### LIST OF SUBCONTRACTORS

#### \*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\* TO BE SUBMITTED IN ELECTRONIC FORMAT ONL Y\*\*\* SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

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@	CHECK IF JOINT VENTURE PARTNERSHIP
Name:	The state of the s	and the state of t	C. C				and the state of t
Address:							
City:							
State:		1					
Zip:							
Phone:							
Email:						,	
Name:							
Address:							
City:			ĺ	-			
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 certifi	ed 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

\*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\* TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY \*\*\* SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION

NAME, ADDRESS AND TELEPHONE NUMBER OF MYENDOR/SUPPLIER	ATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED@
Name:	200 St. and 100 St.	ti i salitakki pe ji salita 15. Takata 1505 ji sa izati ili sajar 1801 e	54	Control of the first section o		
Address: State:			1			
Zip: Phone:						1
Email:						
Name:	<del>_</del>		<b>-</b>			
Address:						
City: State:						
Zip: Phone:						
Email:						
As appropriate, Bidder shall identify Vendor/Supplier	r as one of the follo				or OBE,SLBE and ELBE):	
Certified Minority Business Enterprise	MB			iness Enterprise		WBE
Certified Disadvantaged Business Enterprise	DBE	Certif	ed Disabled Vet	teran Business Enterpi	ise	DVBE
Other Business Enterprise	OBI			cal Business Enterpris	e	ELBE
Certified Small Local Business Enterprise	SLB		Disadvantaged	Business		SDB
Woman-Owned Small Business	Wo!		one Business		HU	BZone
Service-Disabled Veteran Owned Small Business	_	OSB .				
As appropriate, Bidder shall indicate if Vendor/Suppl						
City of San Diego	CIT		of California De	partment of Transport	ation CAL	TRANS
California Public Utilities Commission	CPL	-				
State of California's Department of General Service		-	f Los Angeles			LA
State of California	CA	U.S. S	mall Business A	dministration		SBA

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

## SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

\*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\* TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY \*\*\* SEE INSTRUCTIONS TO BIDDERS. FOR FURTHER INFORMATION

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNERSHIP
The free transfer of the second of	Name:				1			
	Address:  City:							
	State:							
	Zip:Phone:							
	Email:	The same of the sa						
	Name:	14.						
	Address:							
	State:							
	Zip:		`		•			
	Phone: Email:							
① As app	ropriate, Bidder shall identify Subcontractor	as one of the follow	ing and shall include a	valid proof	of certification (eyes	nt for OBE SLBE and	ELBE).	
	ified Minority Business Enterprise	MB			Business Enterprise	peror obe, sebe and		WBE
	ified Disadvantaged Business Enterprise	DBI			Veteran Business Er		E	VBE
	er Business Enterprise	OB			Local Business Ente	erprise	_	ELBE
	ified Small Local Business Enterprise	SLE		_	ed Business	».		SDB
	nan-Owned Small Business	Wo		one Business	5	"Market "	HUBZ	Zone
	rice-Disabled Veteran Owned Small Business		VOSB			"*************************************		
② As app	ropriate, Bidder shall indicate if Subcontract	or is certified by:				•		

City of Los Angeles

LA State of California

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

CITY

CPUC

State of California Department of Transportation

State of California's Department of General Services

City of San Diego

California Public Utilities Commission

**CALTRANS** 

CADoGS

CA

# SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED) ALTERNATE A

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACT OR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIP
	Name: Address: City: State: Zip: Phone: Email:	NONE						
	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 cert	ified 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

BURTECH PIPELINE INC.

## **ELECTRONICALLY SUBMITTED FORMS**

#### THE FOLLOWING FORMS MUST BE'SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions
- **B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

Bids will not be accepted until ALL the above-named forms are submitted as part of the bid submittal

## BID BOND

# See instructions to Bidders, Bidder Guafantee of Good Faith (Bid Security)

KNOW ALL MEN BY THESE PRESENTS	5,			
That BURTECH PIPELINE, INCORP	ORATED		as F	Principal, and
NORTH AMERICAN SPECIALTY IN	SURANCE CON	/PANY	ε	as Surety, are
held and firmly bound unto The City OF THE TOTAL BID AMOUNT for the ourselves, our helrs, executors, additude by these presents.	e payment of wh	iich sum, well an	OWNER," in the	sum of <u>10%</u> ade, we bind
WHEREAS, said Principal has submitte the bidding schedule(s) of the OWNE				qulred under
REMAINING SMALL DIAMETER CI	WATER PHASE	1		Market Market Control of the Control
NOW THEREFORE, if said Principal Is in the manner required in the "Notic of agreement bound with said Co insurance, and furnishes the required shall be null and void, otherwise it shupon this bond by said OWNER and said OWNER in such suit, including a	e Inviting Bids" ( ontract Docume d Performance E all remain In full OWNER prevail	enters into a writ nts, furnishes t Bond and Payme force and effect s, said Surety sh	tten Agreement he required cont Bond, then the In the event so all pay all costs	on the form ertificates of his obligation uit is brought s incurred by
SIGNED AND SEALED, this	15TH	day of	MAY	, 20 <u>17</u>
		NORTH AMER	RICAN	
BURTECH PIPELINE, INCORPORATED	(SEAL)	SPECIALTY II	NSURANCE CON	MPANY (SEAL)
(Principal)			(Surety)	
By: (Signature)  DOMINIC J. BURTECH, JR., PRESIDEN' (SEAL AND NOTARIAL ACKNOWLEDG	MICHELLE N	M. M. Bas (Signature) M. BASUIL, ATTOR		

## CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	}
County of Jan augs	· · · · · · · · · · · · · · · · · · ·
Southly of Contract of the Con	A could be true to the same and
On 6/5/// before me,	Arthur P. Arquilla, Notary Public
personally appeared Dominic	(Fiere Insert name and Illie of the officer)
[0.0.0.1.4411] 4/[1] 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	AMADONIA AND AND AND AND AND AND AND AND AND AN
	actory evidence to be the person(s) whose
	instrument and acknowledged to me that er/their authorized capacity(ies), and that by
	ent the person(s), or the entity upon behalf of
which the person(s) acted, executed the	
Willott the person(e) detect, excepted the	, trou artorte,
•	under the laws of the State of California that
the foregoing paragraph is true and cor	rect.
,	ARTHUR P. ARQUILLA
WITNES\$ my hand and official seal.	Commission No. 2051358 COMMISSION NOTARY PUBLIC CALIFORNIA
	Commission Expires January 7, 2016
(Ut) you	
Notary Public Signature (No	tary Public Seal)
<b>\</b>	THE PARTY OF THE P
ADDITIONAL OPTIONAL INFORMATI	ON This form complies with current California statutes regarding notary wording and,
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowledgments
	from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary
Till and a solution of altoched decimants	law.
(Title or description of attached document)	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> </ul>
(Title or description of attached document continued)	Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the calculated must be considered.
	must also be the same date the acknowledgment is completed.  The notary public must print his or her name as it appears within his or her
Number of Pages Document Date	commission followed by a comma and then your title (notary public),  Print the name(s) of document signer(s) who personally appear at the time of
	notarization.
CAPACITY CLAIMED BY THE SIGNER	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they; is /are) or circling the correct forms. Failure to correctly indicate this</li> </ul>
☐ Individual (s)	information may lead to rejection of document recording.
Corporate Officer	<ul> <li>The notary seal impression must be clear and photographically reproducible.</li> <li>Impression must not cover text or lines. If seal impression smudges, re-seal if a</li> </ul>
(Title)	sufficient area permits, otherwise complete a different acknowledgment form.
☐ Partner(s)	<ul> <li>Signature of the notary public must match the signature on file with the office of the county clerk,</li> </ul>
☐ Attorney-in-Fact	<ul> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> </ul>
☐ Trustee(s) ☐ Other	<ul> <li>Indicate title or type of attached document, number of pages and date.</li> </ul>
Other	<ul> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CBO, CFO, Secretary).</li> </ul>
015 Version www NotaryClasses.com 800-873-9865	• Securely attach this document to the signed document with a staple.

A notary public or other officer completing this certificate verifles 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 \_\_before me, \_\_\_\_SANDRA FIGUEROA, NOTARY PUBLIC 5/15/2017 Date Here Insert Name and Title of the Officer MICHELLE M. BASUIL personally appeared \_\_\_ Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(iee), and that by his/her/their signature(e) on the instrument the person(e), or the entity upon behalf of which the person(e) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. SANDRA FIGUEROA WITNESS my hand and official seal. COMM. # 2162642 SAN DIEGO COUNTY OTARY PUBLIC-CALIFORNIAZ Signature Sound Angus Signature of Notary Public MY COMMISSION EXPIRES AUGUST 14, 2020 Place Notary Seal Above OPTIONAL -Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Document Title or Type of Document: Document Date: Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_ Capacity(ies) Claimed by Signer(s) Signer's Name: MICHELLE M. BASUIL Signer's Name: ☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☑ Attorney in Fact ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Other: Signer is Representing: \_ Signer is Representing: \_ 

#### NAS SURETY GROUP

## NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

#### GENERAL POWER OF ATTORNEY

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

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

FIFTY MILLION (\$50,000,000,00) DOLLARS

JOINTLY OR SEVERALLY

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

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

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



By
Staven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

Michael A, tto, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

Insurance Company have coursed their

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official scals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of September , 2015.

North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook

SS:

On this 17th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL M KENNY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12/04/2017

M. Konny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of

MAY , 20 17

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

#### CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BO	X ONLY.
X	The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	Location	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
	NONE				
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inataunianianianianiani	Annual Marie (1920) Million Marie (1920) Mar				
	- Control of the Cont				

Contractor Nar	me:	PIPELINE INCORPOR	RATEL	)					
Certified By	44 min man man man man man man man man man ma		. BURTECH	Title	PRE	SIDENT	& CEO		
	16	- Andrews - Andr	gnature	Date _	100,000 to	6/3/201			
USE ADDITIONAL FORMS AS NECESSARY									

# City of San Diego

CONTRACTOR'S NAME: Burtech Pipeline Incorporated	
ADDRESS: 102 Second Street Encinitas, CA 92024	·
TELEPHONE NO.: 760-634-2822	FAX NO.:
CITY CONTACT: Antoinette Sanfilippo - Contract Special	list, Email: ASanfilippo@sandlego.gov
Phone No. (619) 533-3439, Fax No. (619)	
A Altac/ Paris/Lad	

## **ADDENDUM "A"**





## **FOR**

## **REMAINING SMALL DIAMETER CI WATER PHASE 1**

BID NO.:	K-17-1546-DBB-3	
SAP NO. (WBS/IO/CC):	B-15206	
CLIENT DEPARTMENT:	2000	
COUNCIL DISTRICT:	1, 2, 3, 4, 8, 9	
PROIECT TYPE:	КВ	

## THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

## **BID DUE DATE:**

2:00 PM

JUNE 05, 2017

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

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

SAN DIEGO, CA 92101

May 23, 2017 ADDENDUM "A" Page 1 of 23

## **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

5/23/2017

Date

Sea



### A. CHANGES TO CONTRACT DOCUMENTS

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.** 

## B. PLANS

To the drawing number 39092-01-D, through 39092-20-D, **DELETE** in their entirety and **REPLACE** with pages 4 through 23 of this addendum.

### C. ADDITIONAL CHANGES

The following are changes in the **Line Items Tab** in **PlanetBids**:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **Stricken out**.

Section	ltem Code	Description	Unit of Measure	Quantity	Payment Reference
<u>Main Bid</u>	237110	Removal or Abandonment of Existing Water Facilities	<u>LS</u>	1	<u>306-3.3.3</u>
<u>Main Bid</u>	237110	Water Service (1 Inch)	<u>EA</u>	87	306-15.8
<u>Main Bid</u>	237110	Blow-Off Valve Assembly (2 Inch)	<u>EA</u>	1	306-15.8

James Nagelvoort, Director Public Works Department

Dated: May 23, 2017

San Diego, California

JN/JB/Lad

- PURSUANT TO SECTION 42% OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL MOTIFICATION CENTER E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALFORNIA JANO OBTAIN AN MONORY IDENTIFICATION NUMBER.
- 2. NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES, G.E., 69 KV & HIGHER)
- 3. FOR COORDINATION OF THE SHITDORN OF THERMALISM LINK GE DIVES BY LINESH CONTACT THE COORDINATION OF THE SHITDORN OF DISTRIBUTION LAWS (LESS THAN IS NOTHES), CONTACT THE COORDINATION OF THE SHITDORN OF DISTRIBUTION LAWS (LESS THAN IS NOTHES), CONTACT THE CITY'S WATER OPERATIONS DISTRICT MANAGER AT (69) 257-27945.
- EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- 5. CITY FORCES, WHEN SPECIFIED OR SHOWN ON THE PLANS, WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS.
- 6. KEEP EXISTING MAINS IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SPECIFIED SHOWN ON PLANS.
- T. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- 8. STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- IO. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS, SEE PLAN VIEW.
- I. ALL ADVANCE METERNIC INFRASTRUCTURE (AMB DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR YAIL TS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

#### CONSTRUCTION STORM WATER PROTECTION NOTES

- L TOTAL SITE DISTURBANCE AREA (ACRES) 0.9
  HYDROLOGIC UNITY WATERSHED SEE TABLE
  HYDROLOGIC SUBAREA NAMES & NOS. SEE TABLE
- 2. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE

BY MPCP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM MATER PERMIT NO. R9-2013-0001
AS AMENDED BY R9-2015-0001 AND R9-2015-0100

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2015-0001
AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL
PERMIT DRUCK 2009-0009-0WO AS AMENDED BY DRUCK 2009-0004-0WO AND
CO20-0006-0WO AND

3. CONSTRUCTION SITE PRIORITY

☐ ASBS ☐ HIGH ☐ MEDIUM IS LOW

#### MONUMENTATION /SURVEY NOTES

CONTRACTOR SHALL BE RESPONSELE FOR SURVEY MONDENTS AND/OR VERTICAL CONTROL BENCHMARKS

CHIRACTOR SHALL BE RESPONSELE FOR SURVEY MONDENTS AND/OR VERTICAL CONTROL BENCHMARKS

CHIRACTOR SHALL BE RESPONSELE FOR SURVEY MORE

CHIRACTOR SHALL BE RESPONSELE FOR SURVEY MORE

CHIRACTOR SHALL BE RESPONSELE FOR SHALL BELL ACCT, BEFERRE, AMO/OR

ORDERETS, FOR STROTTCH LAND SURVEY MORE

ORDERETS, FOR STROTTCH A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONDENTS WITH APPROPRIATE

VEY MONDENTS, HID SETTING SURVEY MONDENSEL STROTTCH FOR RE-STARLESHEAT OF THE DEVIABLED CONTROLLING

VEY MONDENTS AS REQUIRED BY SECTIONS 6730.2 AND 87700 THE BUSINESS AND PROFESSIONS COOL OF

VEYOR AND ANY PRICE CONTROLLING

VEYOR ANY VEYOR AND ANY OR SHALL BE NOTIFED IN WRITTNE AT LEAST 7 DAYS PRICE TO CONSTRUCTION, HE CONTRACTOR SHALL BE

TORNISHED SOTTO FOR SHALL BE NOTIFED IN WRITTNE AT LEAST 7 DAYS PRICE TO CONSTRUCTION, HE CONTRACTOR SHALL BE

CHOSEN OF THE COST OF REPLACED AND FOR TO CONSTRUCTION, HE CONTRACTOR SHALL BE

CONSTRUCTED BY THE COST OF REPLACED AND SHALL CONTRIBUTION.

#### ABBREVIATIONS

GNASA	ABANDON	EL. ELE	V ELEVATION	OVHD	OVER HEAD
ASAND'D	ABANDONED	ELEC	ELECTRIC	PVC	POLYVINYL CHLORIDE
AC	ASBESTOS CEMENT	PIPE EX, EXIS	T EXISTING	PROP	PROPOSED
CHA	AHEAD	E/0	EAST OF	RED	REDUCER
ASSY	ASSEMBLY	F	FLANGE	RT	RIGHT
BFV	BUTTERFLY VALVE	FH	FIRE HYDRANT	Ę.	SURVEY LINE
BK	BACK	FS	FIRE SERVICE	SD& AE	SAN DIEGO & ARIZONA EASTERN RAILROAD
BTWN	BETWEEN	GV	GATE VALVE	SDTI	SAN DIEGO TROLLEY INC.
CATV	CABLE TY	HDPE	HIGH-DENSITY POLYETHYLENE	50	STUB OUT
CI	CAST IRON PIPE	HP	HIGH PRESSURE	5/0	SOUTH OF
Ę	CENTER LINE	Æ	INVERT ELEVATION	SWR	SEWER
COND	CONDUIT	LT	LEFT	TEL	TELEPHONE
CONT	CONTINUED	LM	MECHANICAL JOINT	UNK	UNKNOWN
CONTR	CONTRACTOR	MTS	SAN DIEGO METROPOLITAN	VÇ	VITRIFIED CLAY PIPE
DB	DIRECT BURIED		TRANSIT SYSTEM	WM	WATER METER
OI .	DUCTILE IRON	MTD	MULTIPLE TELEPHONE DUCT	WTR	WATER
EB	ENCASED BURIED	N/O	NORTH OF	W/0	WEST OF

#### EXISTING STRUCTURES

EX WATER MAIN & VALVES	32322632222
EX WATER METER	
EX FIRE HYDRANT	<u> </u>
EX SEWER MAIN & MANHOLES	
EX DRAINS	=======================================
FY PAVEMENT (PROFEE)	

EX GROUND LINE (PROFILE) EX TRAFFIC SIGNAL EX STREET LIGHT

GAS MAIN FLEC. COND., TEL. COND., CATV RAILROAD, TROLLEY TRACKS SURVEY MARKER

OF TS ---E----T----C---

CONSTRUCTION CHANGE / ADDENDUM AFFECTED OR ADDED SHEET NUMBERS APPROVAL NO. F THIS BAR DOES

SHEET DISCIPLINE

4 C-I NORTH TORREY PINES RD

7 C-4 FORT STOCKTON RD

8 C-5 W JUNIPER ST

9,10 C-6, C-7 OLIVE ST, 55+h ST

12 C-9 NOT IN CONTRAC

(3 C-10 33rd ST

7 C-4 W PENNSYLVANIA AVE

5 C-2 GARNET AVE, DAMON AVE, RAPPAHANNOCK AVE 6 C-3 STERNE ST

4 C-I MYRTLE AVE

# SAN DIEGO Public Works

## REMAINING SMALL DIAMETER CI WATER PH

#### SHEET INDEX

SHEET DISCIPLINE		TITLE	1	WATER PIPE			
NO.	CODE		SIZE DO	WATERIAL	LENGTH (FT)		
1	G⊣	COVER SHEET					
2	G-2	KEY MAP					
3	C+3	KEY MAP					
4	C-I	NORTH TORREY PINES RO, MYRTLE AVE	12,8	PVC	28, 150		
5	C-2	GARNET AVE. DAMON AVE. RAPPAHANNOCK AVE	12. 8, 12	PVC	84, 280, 49		
6	C-3	STERNE ST	8	PVC	. 333		
7	C-4	FORT STOCKTON RD. W PENNSYLVANIA AVE	12	PVC	420		
8	C+5	W JUNIPER ST	15	PVC	466		
9	C-6	OLIVE ST	8	PVC	662		
10	C-7	55th ST	8	PVC	785		
ū	C-8	KETTNER BLVD	12	PVC	Z45		
12	C-9	NOT IN CONTRACT	-	-	-		
13	C-10	33rd ST	8	PVC	-		
4	C-N	BROADWAY ST	8	PVC	604		
15	C+12	STREET RESURFACING	1				
16	C+13	STREET RESURFACING					
17	C-14	CURB RAMP LOCATION					
18	C-45	WORK BY CITY FORCES					
19	C-16	WORK BY CITY FORCES		1			
20	C-47	MISC DETAILS	ì				
	T-lithru T-l0	TRAFFIC PLANS	TOTA	L WATER	= 4,106 FT		

DISCIPLINE CODE

UNIT/WATERSHED

PUEBLO SAN DIEGO

PUFBLO SAN DIFGO

PUFBLO SAN DIFGO

PUEBLO SAN DIEGO

PUEBLO SAN DIEGO

PUERLO SAN DIEGO

PENASQUITOS

GENERAL CIVIL TRAFFIC CONTROL



. JOB SITE LOCATIONS

VICINITY MAP

SUBAREA

CHOLLAS 908-22

SCRIPPS 906.3

MIRAMAR 906.4 POINT LOMA 908J

/ INDRERGH 908.21

UNDBERGH 908,21

CHOLLAS 908.22

CHOLLAS 908,22

MATERIALS

PIPE CL 235 (WATER

PIPE SOR 35 (SEWER

GATE VALVES

FIRE HYDRANTS SEWER MANHOLES
REHABILITATE SEWER MANHOLES

AS-BUILT INFORMATION

MANUFACTURER

	***************************************
	POSED WATER MAIN REPLACEMENT ON THIS PROJECT REPLACE-IN-PLACE THE EXISTING WATER MAIN.
NO :	SURVEY WAS USED TO CONSTRUCT THESE DRAWINGS.
INFO	RMATION IS NOT DRAWN TO SCALE.
	ITY MARKOUTS DURING CONSTRUCTION WILL INC REPLACEMENT LOCATION.

LEGEND

REFERENCE

S0G-107, S0G-108

WP-03

M-IO, M-ICA, M-ICB

SON-105, SOW-10, SOW-15, SOW-16

SDW-139, SDW-152, SDW-153, WV-05

SDM-105, SDW-109, SDW-18, SDW-152, SDW-153

SDM-IOS, SDW-IO4, SDW-IO9, SDW-IS2, SDW-IS3

SDW-149. SDW-150

SDM-105, SDW-106, SDW-143, SDW-144, SDW-145, SDW-146, WB-D5,

SDM-KGS. SDW-II7. SDW-IS8. SDW-IS9. SDW-I60

SDW-170, SDW-17, SDW-172, SDW-173

FOR ADDITIONAL SYMBOLS SEE RESURFACING, CURB RAMP AND TRAFFIC CONTROL SHEETS.

CONSTRUCTION CONSISTS OF THE INSTALLATION (REPLACE-IN-PLACE) OF EXISTING CAST IRON WATER MAINS WITH NEW 8-INCH AND IZ-INCH PVC PIPES, ASSOCIATED MIPROVARNIS WILL INCLUDE CLUBE RAMPS, STREET RESURFACING AND OTHER WORK AND APPLIETEMANCES IN ACCORDANCE WITH THESE SPECIFICATION AND SCHEMATIC DRAWNINGS.

SYMBOL

Δ

IF APPLICABLE

F-----

IMPROVEMENTS

TRENCH RESUREACING

SURVEY MONUMENT

WATER MAIN & APPERTENANCES

VALVES WITH CAPS AND WELLS

FIRE SERVICE CONNECTION & ASSEMBLY

6° FIRE HYDRANT ASSEMBLY & MARKER Z-PORT UNLESS SPECIFIED AS 3-PORT

I WATER SERVICE UNLESS OTHERWISE SPECIFIED WATER SERVICE TRANSFER

BLOW-OFF ASSEMBLY

AIR & VACUUM VALVE

HIGHLINING BY CONTRACTOR

WORK TO BE DONE

FIELD DATA DATUN: NEAN SEA LEVEL STREETS REQUIRING 12 TRENCH CAP: TORREY PINES SCENIC DRIVE

- GARNET AVENUE

· ROSECRANS STREET

CUTTING AND PLUGGING ABANDONED WATER MAIN

PLANS FOR THE CONSTRUCTION OF REMAINING SMALL DIAMETER CIWATER PH 1

COVER SHEET

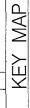
	1	PUBLIC	N DIEGO, CALIFI WORKS DEPARTMENT LOF 20 SHEETS	ORNIA		MATER BI5206 SEMER RES
THE PERSON NAMED IN COLUMN TO PERSON NAMED I	FOR CITY BY	ELIF CET	3/16/ IN C605		_	ALICE ALTES PROSCI MANGER CHRISTINA AWAD
T(S)	DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT ENGINEER
	ORIGINAL	CA/JDC		-		SEE SHEETS COST COORDNATE
					1-	SEE SHEETS CONTRACTE
			DATE STARTED	_		39092-01-D

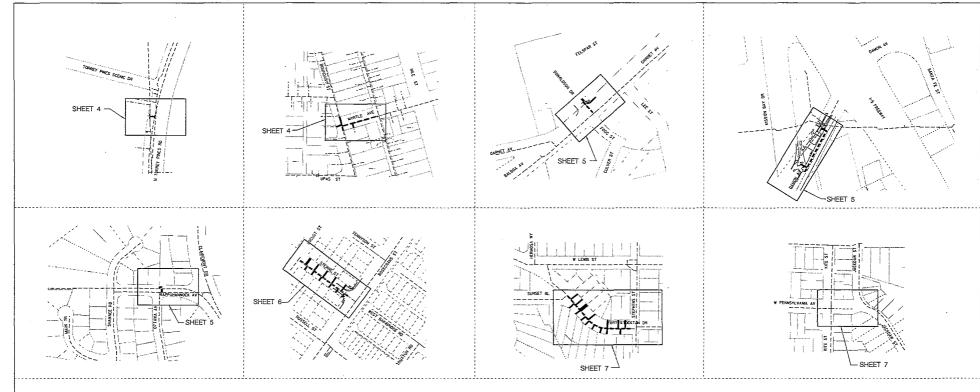
IP\_PWP:d0125173\B15206 Remaining Small Diameter Cl Water PH 1.dgn

ADDENDUM "A"

Page 4 of 23

G-1





LEGEND

EX WATER
WATER ABANDONME

KEY MAP

PLANS FOR THE CONSTRUCTION OF REMAINING SMALL DIAMETER CI WATER PH 1

KEY MAP

PUBL	C WOR	KS DEPARTMENT OF 20. SHEETS	311140-		SEWER MBS
KOS OF SHOWER	ETIN	3/15/1 C609		_	ALICE ALTES PROJECT WANGES CHRISTINA AWAD
DESCRIPTION	BY	APPROVED	DATE	rue e	PROJECT ENGINEER
DRIGINAL	CEVIOC				SEE SHEETS COST COORDNAN
			F		SEE SHEETS
	=_	DATE STARTED			39092-02-D

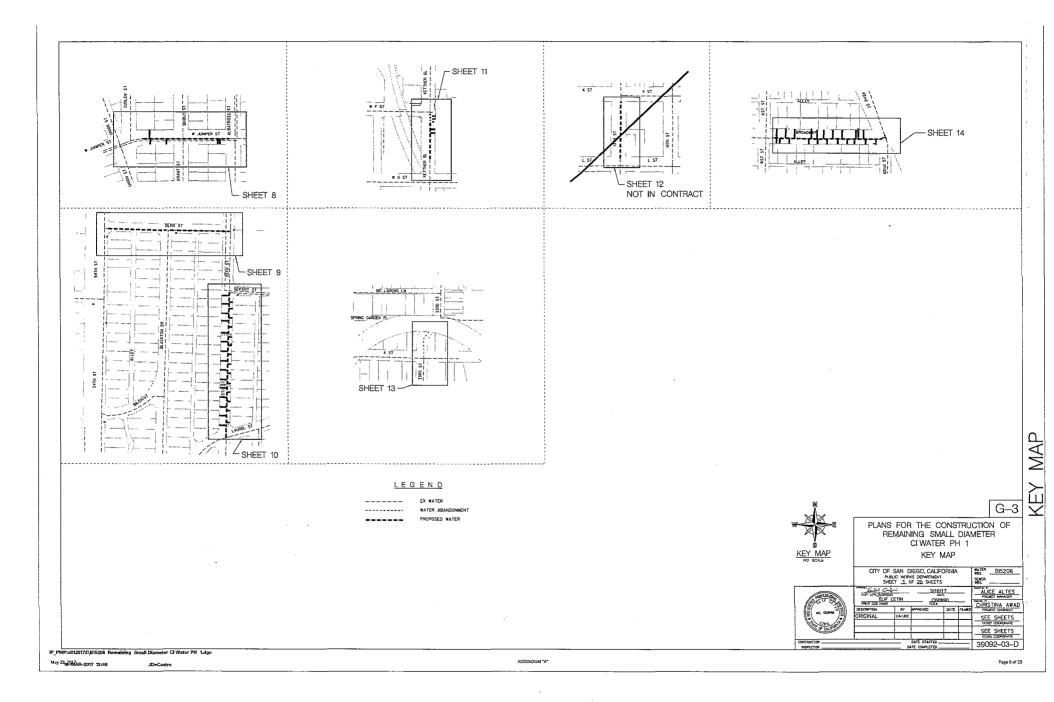
PWP:d0125173\B15206 Remaining Small Diameter Cl Water PH 1.dg

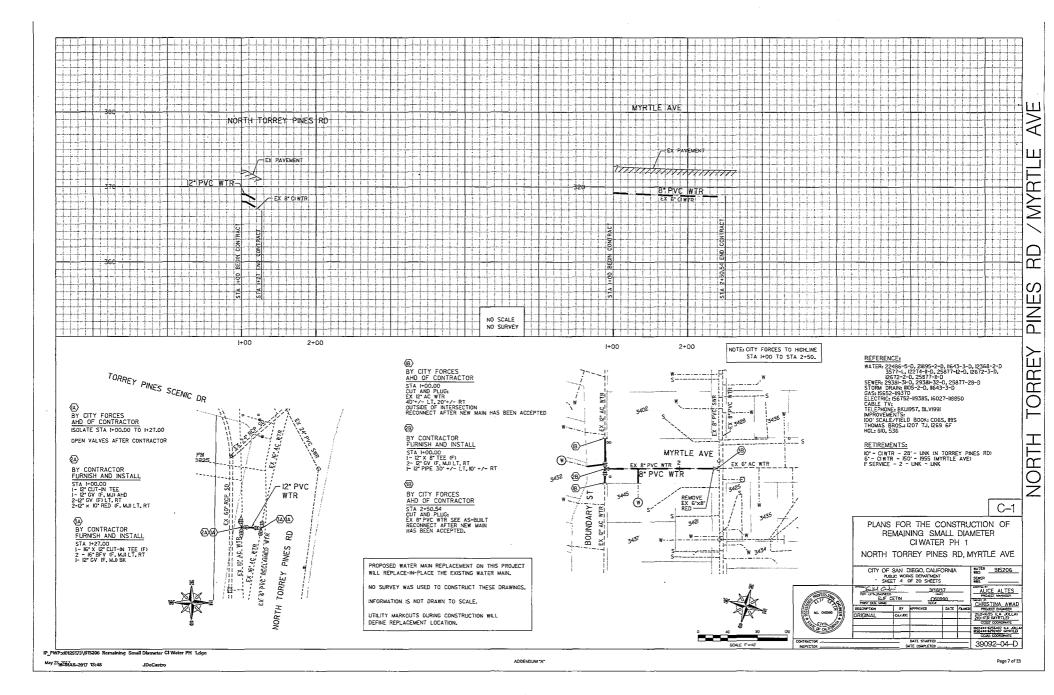
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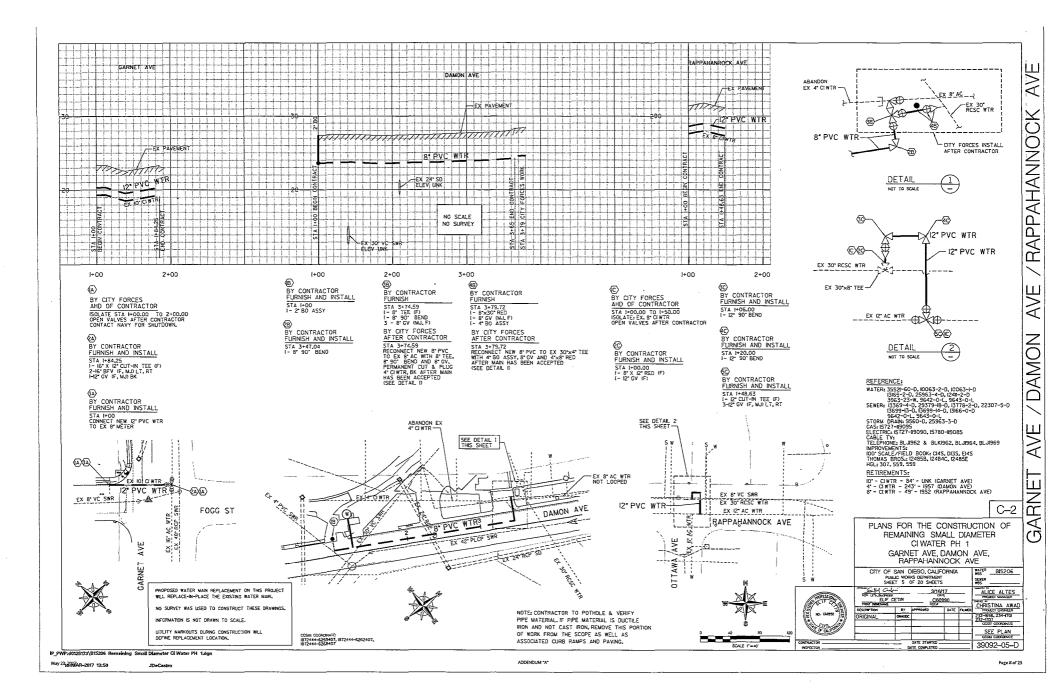
DeCastro

ADDENDUM "A"

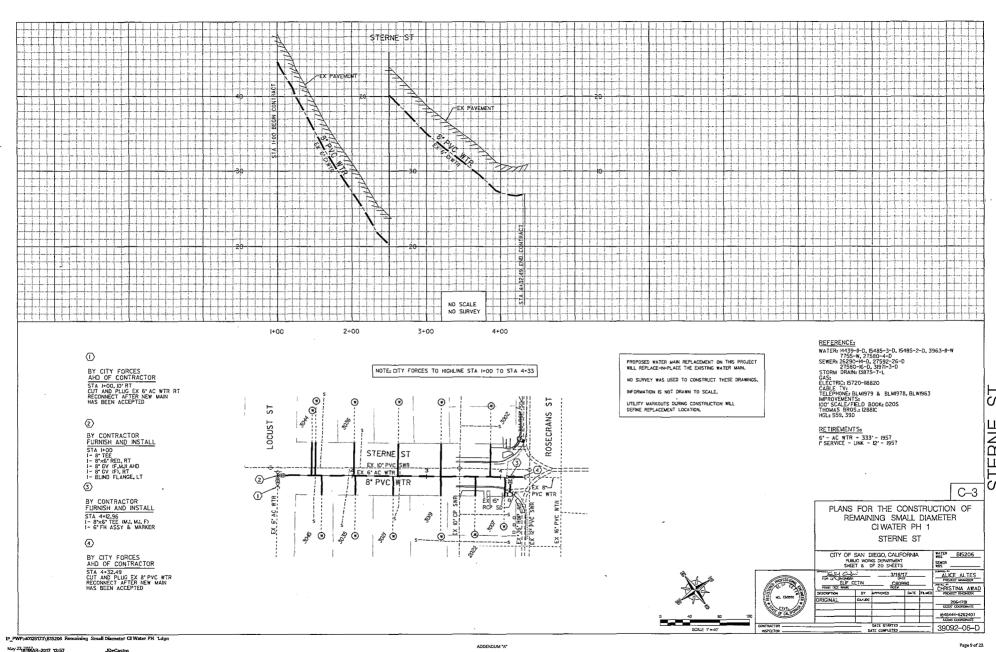
Page 5 of 23



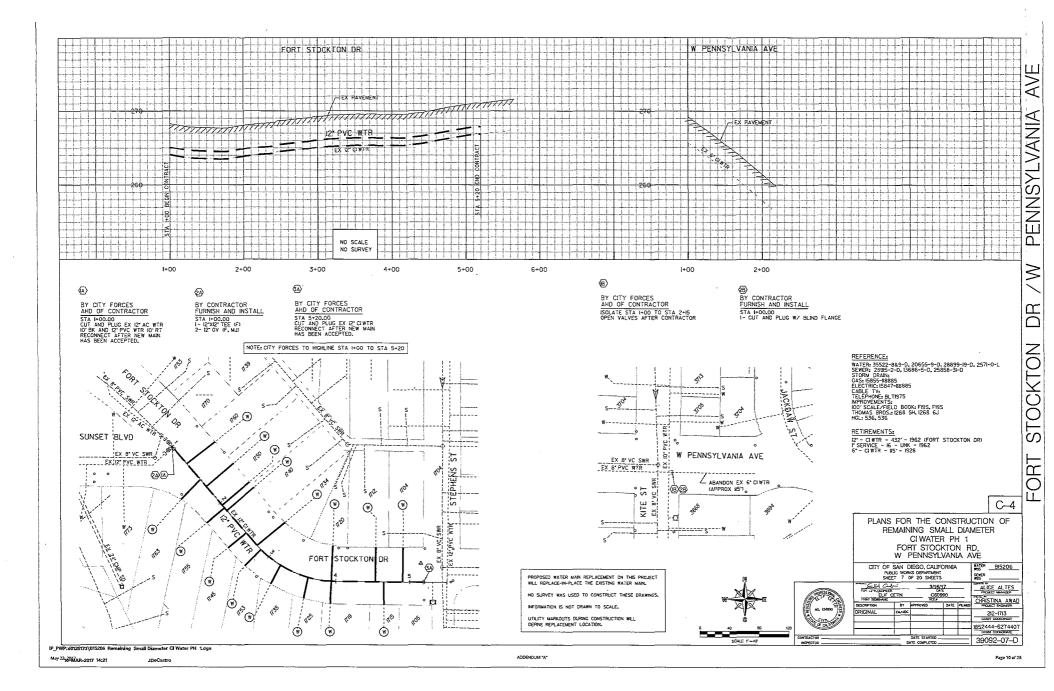


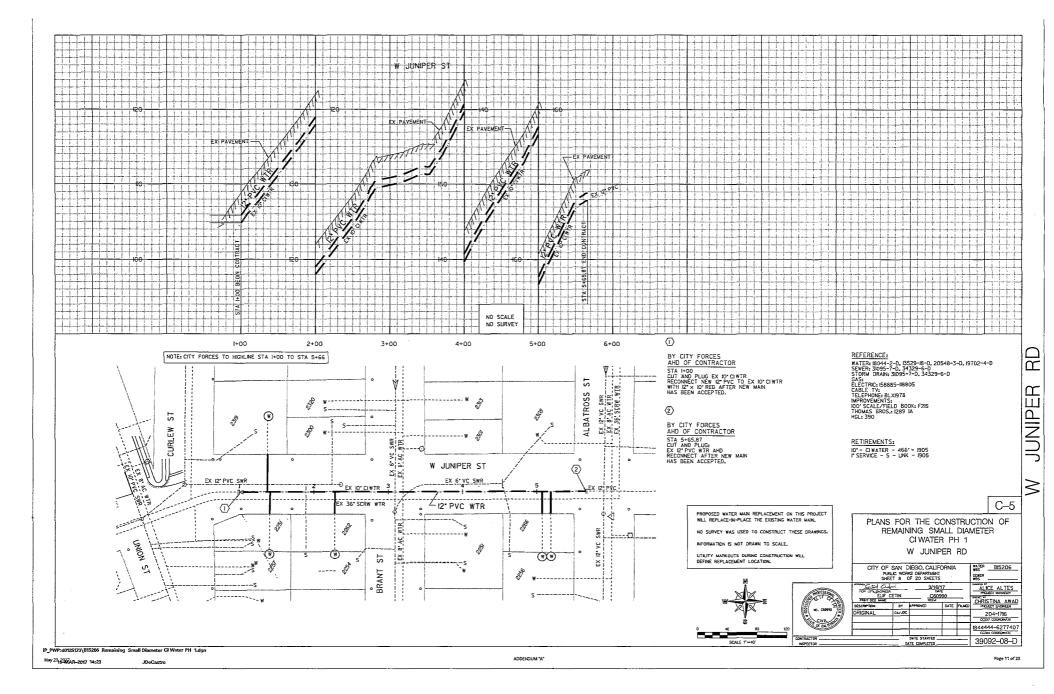


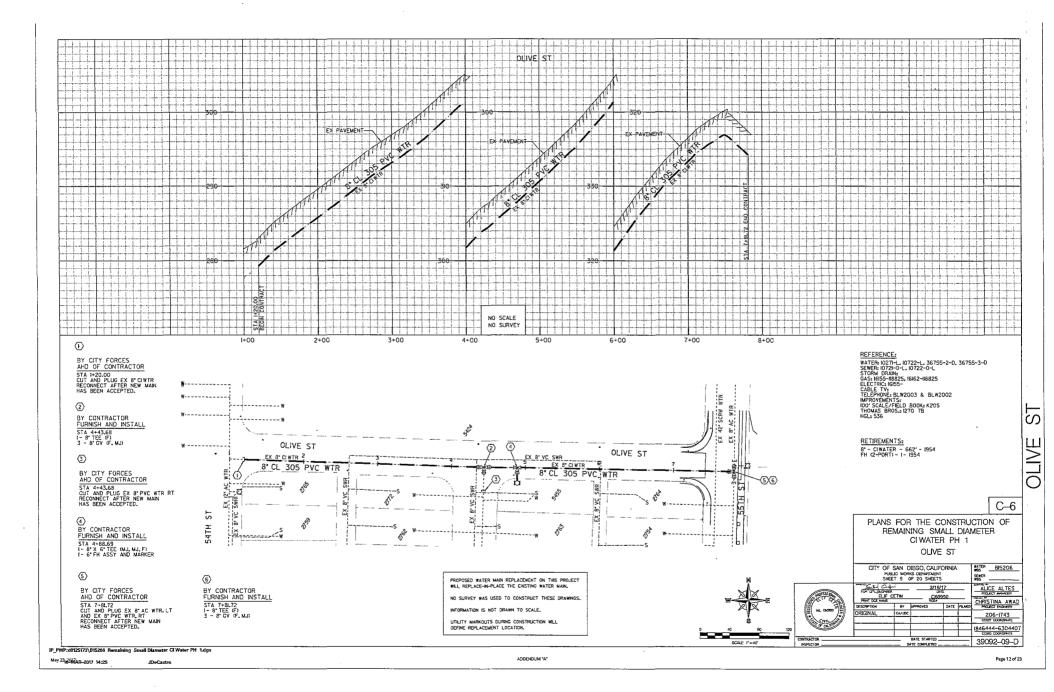




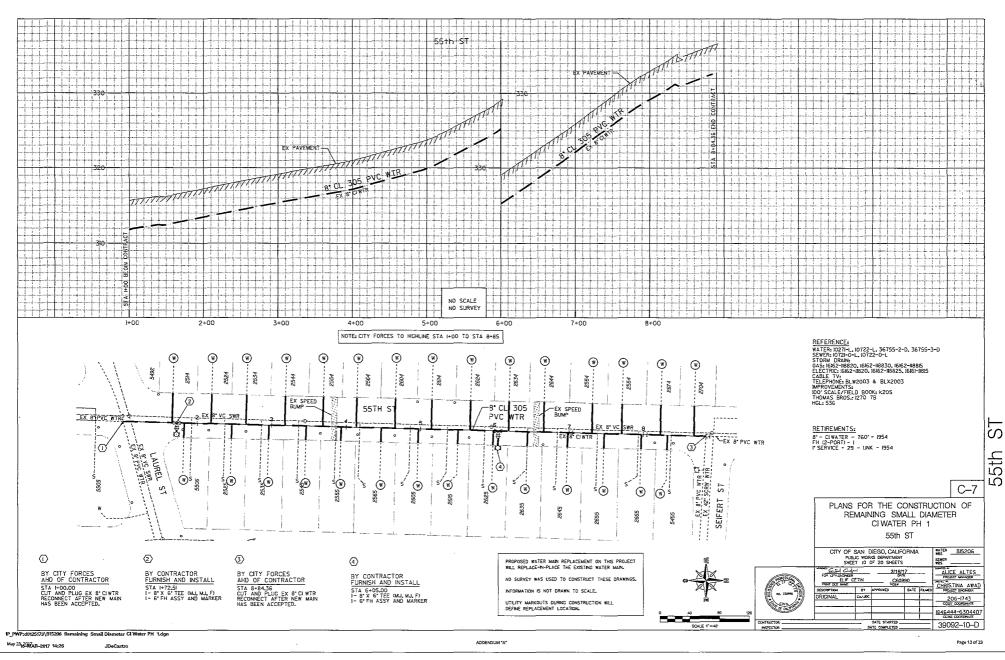
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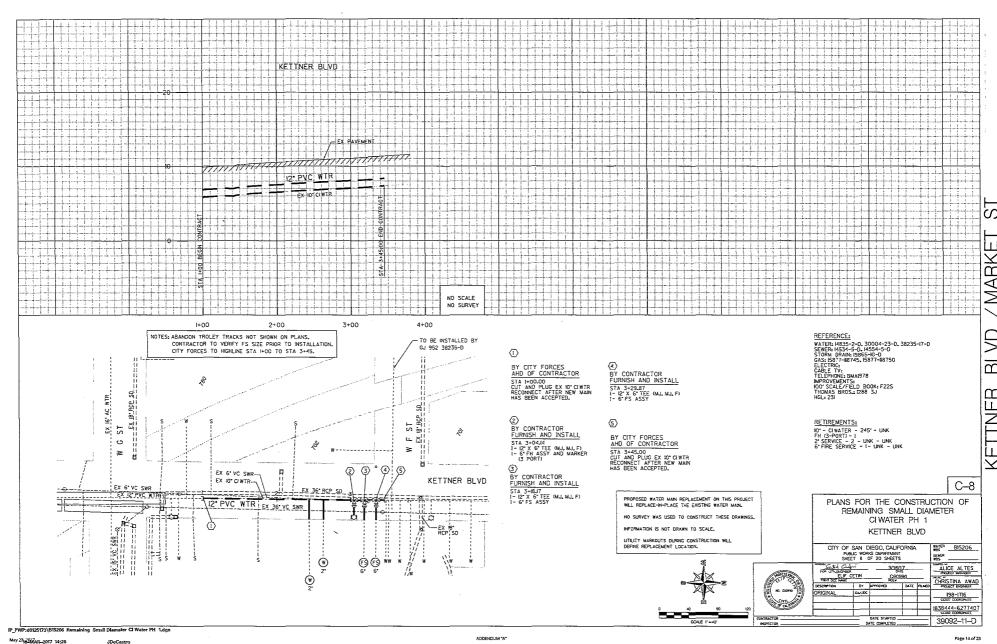


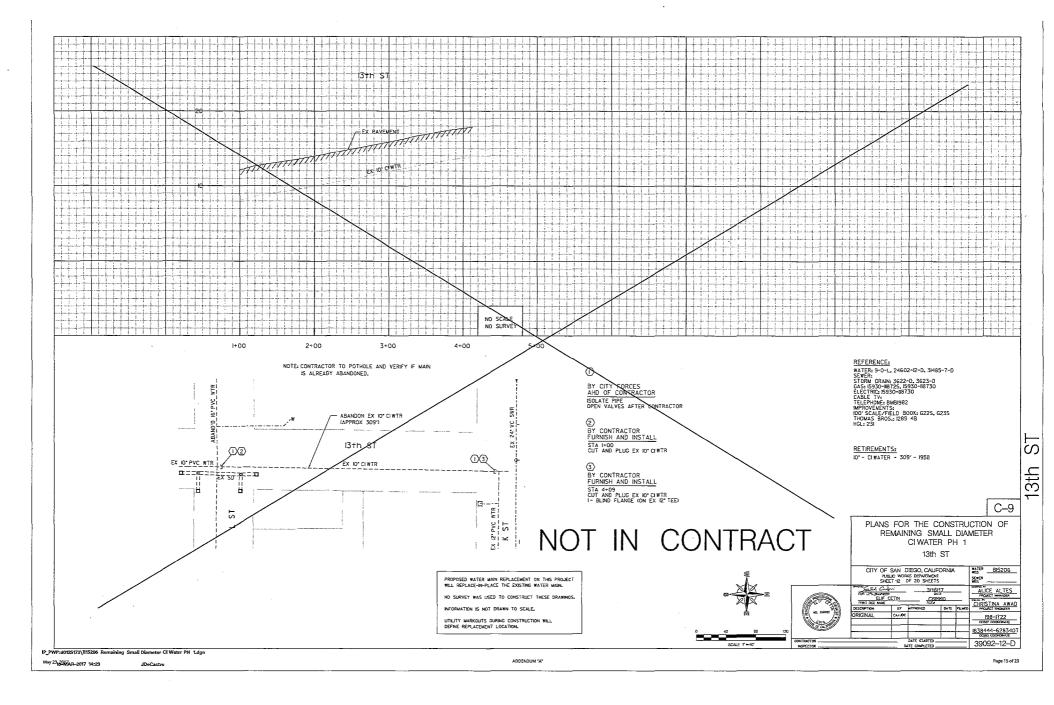


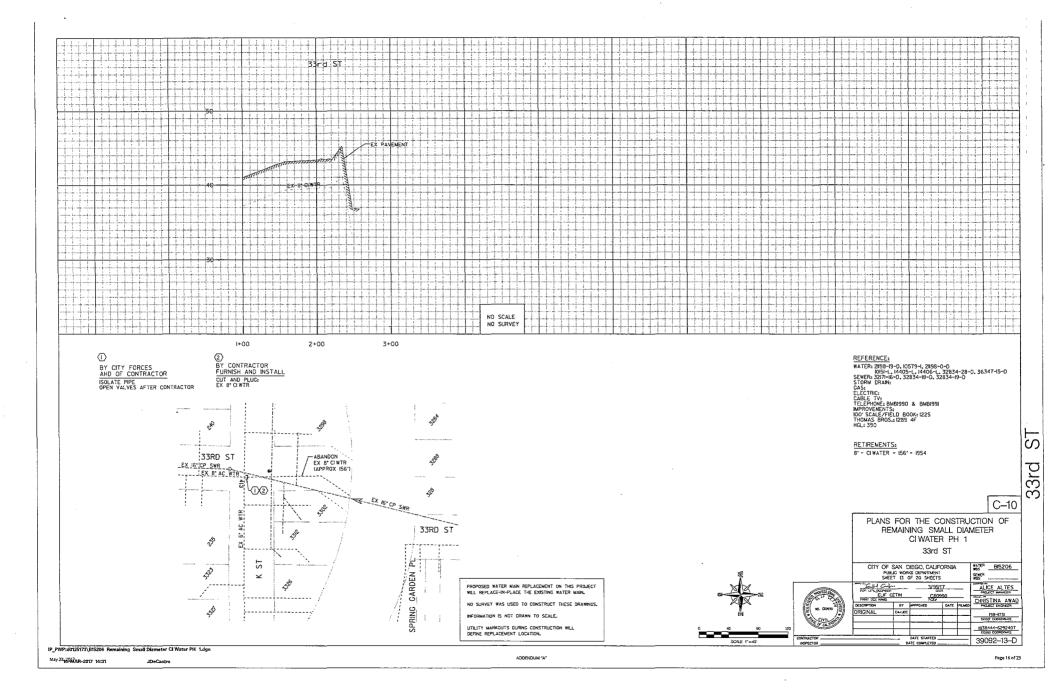




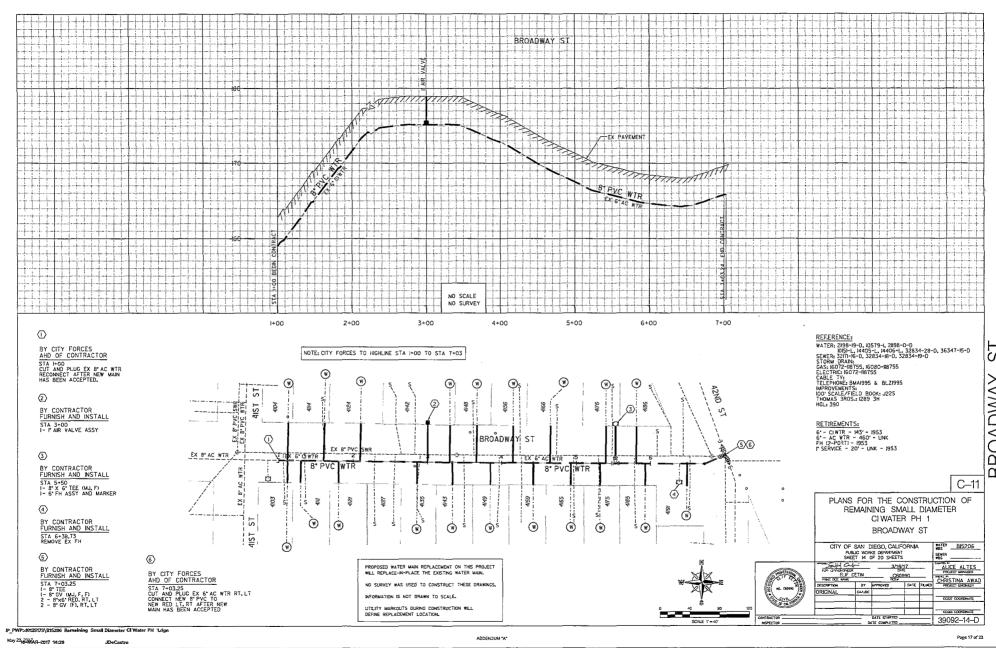




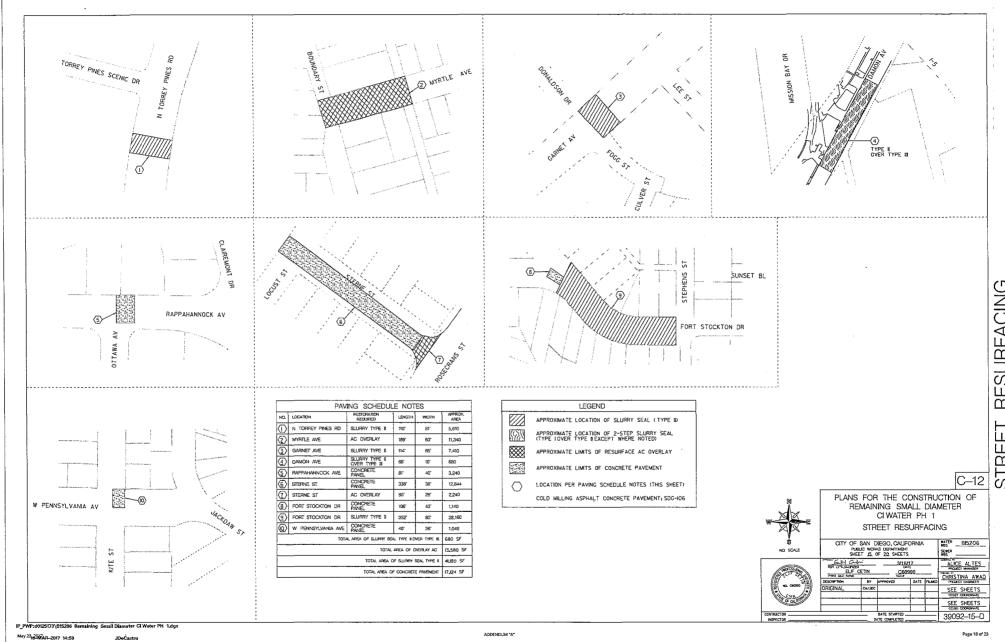


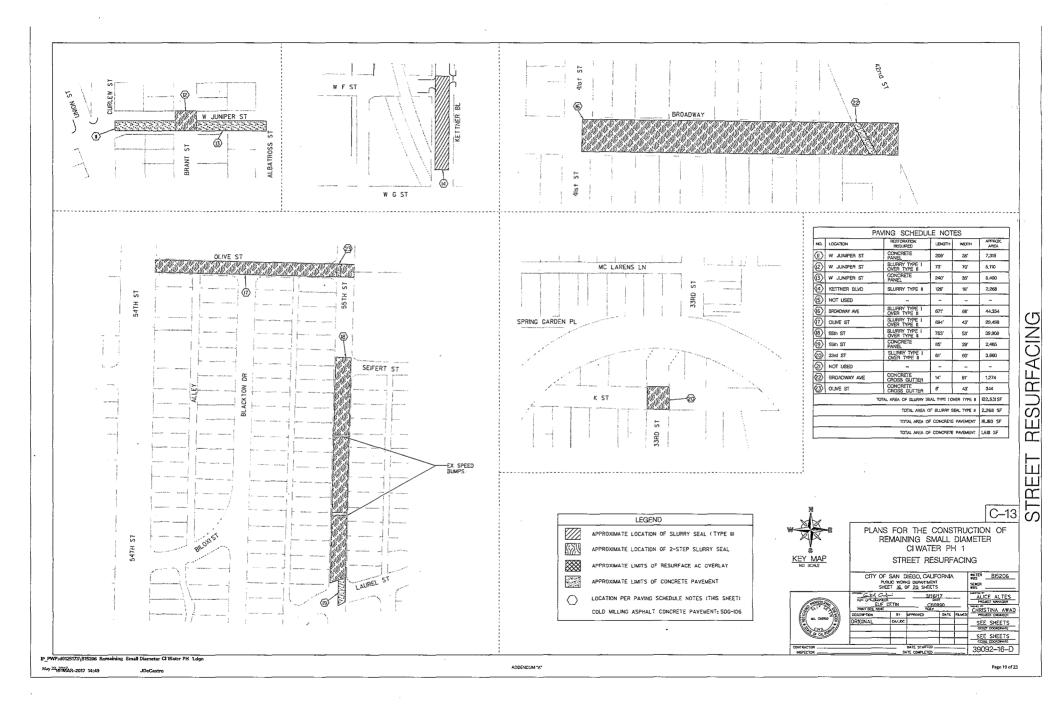


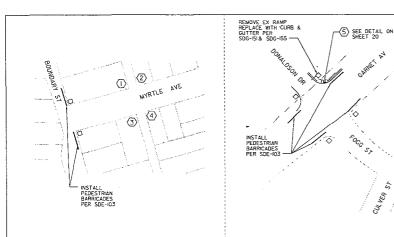


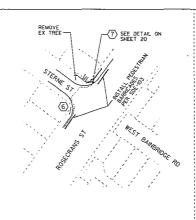






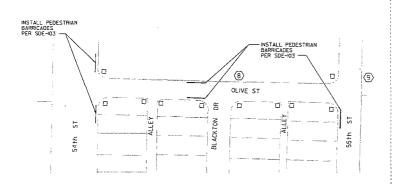






	CURB RAMP NOTES TABLE											
LOCATION (O)	RAMP TYPE	NEW	REPLACEMENT	HISTORIC STAMPS	WAR	TABLE NING ES	CONSTRAINTS	COMMENTS / MODIFICATIONS				
_	D	×	<u> </u>		<u> </u>		_					
ż	D	х		<u> </u>								
3	D	х		1								
4	D	Х	i –	i –								
5	А	х		I			_	HISTORIC MAP "MM 2-60"				
6	G		X									
7	CI		Х	î —								
8	B	X										
9	В	X										
10	В	X										
tt	В	Х										
12	Α	X	1	2		1	1	HISTORIC MAP 1953 ON BOTH SIDES OF SIDEWALK				
13	A	×		2	j —		1	HISTORIC MAP 1953 ON BOTH SIDES OF SIDEWALK				

. THE DETECTABLE WARNING TILES SHALL BE PER THE CITY'S APPROVED MATERIALS LIST





#### GENERAL CURB RAMP NOTES

- CONTRACTOR MAY USE NON STAINLESS STEEL MATERIAL PER CITY'S AML IF THE DWT HAS TO BE TRIMMED TO CONFORM TO THE CURB RAMP CONFIGURATION.
  - THE DESIGN OF THE CURB RAMP SHALL NOT EFFECT THE DRAINAGE PATTERN OF THE STREET.
- CONTRACTOR TO REPLACE LIFTED, DAMAGE OR MISSING SIDEWALK PANELS WITHIN THE ENTIRE CURB RETURN AND ALONG THE IMMEDIATE SIDEWALK AREAS LEADING TO THE CURB RETURN.
- CONTRACTOR TO NOTIFY THE RESIDENT ENGINEER OF ANY OTHER DAMAGE AND LIFTED SIDEWALK PANELS. THAT ARE OUTSIDE THE SCOPE OF WORK BUT WITHIN THE PROJECT AREA AND LEADING TO THE CORNERS THAT WILL BE IMPROVED BY THE PROJECT RESIDENT ENGINEER SHALL CONTACT THE CITY'S STREET DIVISION TO RECUEST FOR AN IMMEDIATE REPAR OF THE DAMAGE AMOVOR LETED SUBWALK PANELS.
- COUNTER SLOPES (CURB RAMP SLOPE PLUS STREET SLOPE) WHEN ADDED CANNOT EXCEED 13% WITH THE EXCEPTION OF A TYPE C2 AND C1, ADJUST THE SLOPE OF THE MAIN RAMP AND/OR STREET IF THE COUNTER SLOPE EXCEED 5.07.
- CONTRACTOR TO PROTECT ANY EXISTING WALLS BEHIND THE SIDEWALK DURING DEMOLITION AND CONSTRUCTIONS.
- PROVIDE A RETAINING CURB BEHIND THE CURB RAMP IF THE ADJACENT GRADE IS MIGHER OR LOWER THAN THE SIDEWALK OR CURB RAMP LANDING SURFACE. THE HEIGHT OF THE RETAINING CURB SHALL BE 2\* HIGHER THAT THE ADJACENT GRADE IF THE GRADE IS LOWER, A 6\* HIGH CONCRETE CURB SHALL BE USED. IF THE GRADE IS LOWER THAN 24. A PROTECTIVE RAILING SHALL BE PROVIDED

	EXISTING RAM	PS AND PROPOSED RAMPS	S BY OTHERS	;	· · · · · · · · · · · · · · · · · · ·
SHEET NO.	LOCATION/STREET NAME	INTERSECTING STREET	EX RAMPS WITH DWT	RAMP INSTALLATION BY OTHERS	COMMENTS
C-4	FORT STOCKTON OR	SUNSET BLVD	2	4	RAMPS BY MISSION HILLS HISTORIC ST LIGHTING PROJECT (SI008)
C-4	FORT STOCKTON OR	STEPHENS ST	4	-	
C-4	W. PENNSYLVANIA AVE	KITE ST	4		
C-5	W. JUNIPER STREET	UNION ST/CLIRLEW ST	4	1	RAMPS AND PIPING BY REMAINING CIPHASE 2 (8-16023)
C-5	W. JUNIPER STREET	BRANT ST	4	- "	
C-5	W. JUNIPER STREET	ALBATROSS ST	4	-	
C-7	55+h STREET	SEIFERT ST	3	-	
C-7	55th STREET	LAUREL ST	4	-	
C-8	KETTNER BLVD	FST	-	3	RAMPS AND PIPING BY WG952 (B-IIC48)
C-10	33rd STREET	K ST	3	-	
C-II	BROADWAY	4ls† ST	3	-	

NOTE:

CONTRACTOR TO NOTIFY SURVEYING 30 DAYS PRIOR TO REMOVAL OF SIDEWALK FOR CURB RAMP CONSTRUCTION TO RELOCATE ANY SURVEY MARKERS.

PLANS FOR THE CONSTRUCTION OF LEGEND REMAINING SMALL DIAMETER 8 CURB RAMP NO'S T EX TREE · EX STREET LIGHT CIWATER PH 1 - EX UTILITY POLE - EX STREET SIGN CURB RAMP LOCATIONS ☐ EX FIRE HYDRANT ☐ EX CURB RAMP CITY OF SAN DIEGO, CALIFORNIA MATER BI5206



SDG-130 SDG-131		
SDG-132 SDG-133 SDG-134 SDG-135	10 mm and 10 mm	
SDG-136 SDG-137 SDG-138 SDG-139 SDG-140	CIVIL CON PROPERTY OF COM PROPERTY OF COMPROPERTY OF C	
SDG-IIS	INSPECTOR	

	PUBLIC WORKS DEPARTMENT SHEET 17. OF 20. SHEETS					SEMER MBS	
ATT SE	FOR OF GROOM ELLE	CETIN		6/17 547E 10990		ALICE ALTES MODELL MANAGER CHRISTINA AWAD	
331	DESCRIPTION	87	APPROVED	DATE	PLMED	PROJECT ENGINEER	
SIVE S	ORIGINAL	Ca/.00		-	$\vdash$	SEE SHEETS	
CONTROL OF CAL STORY		#		+	-	SEE SHEETS	
TOR		=_	DATE STARTED		_	39092-17-D	

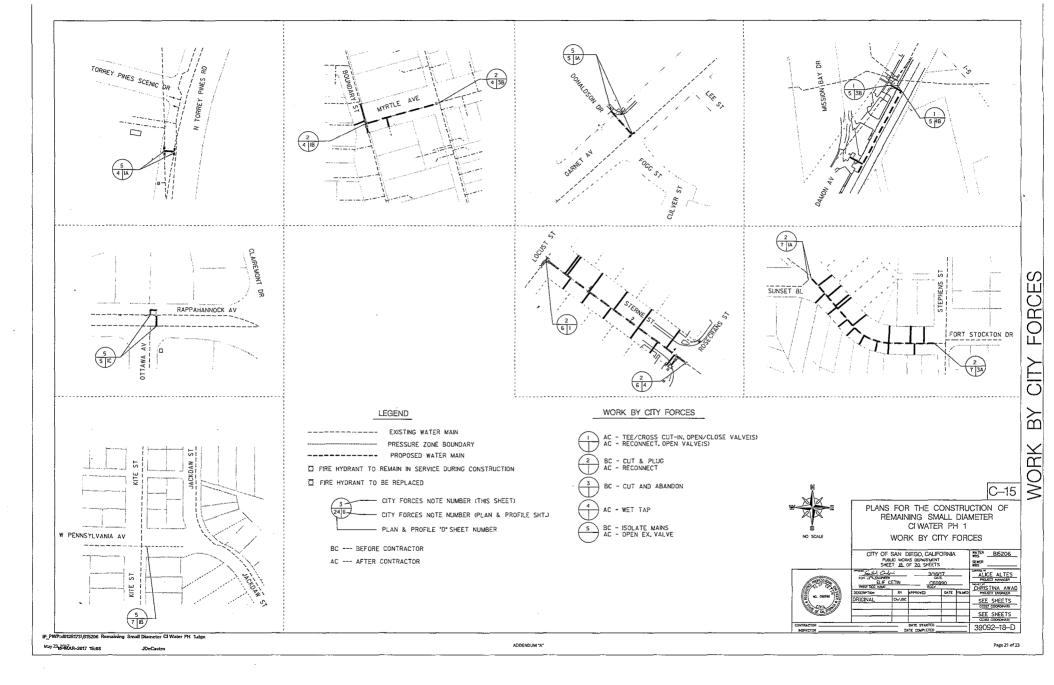
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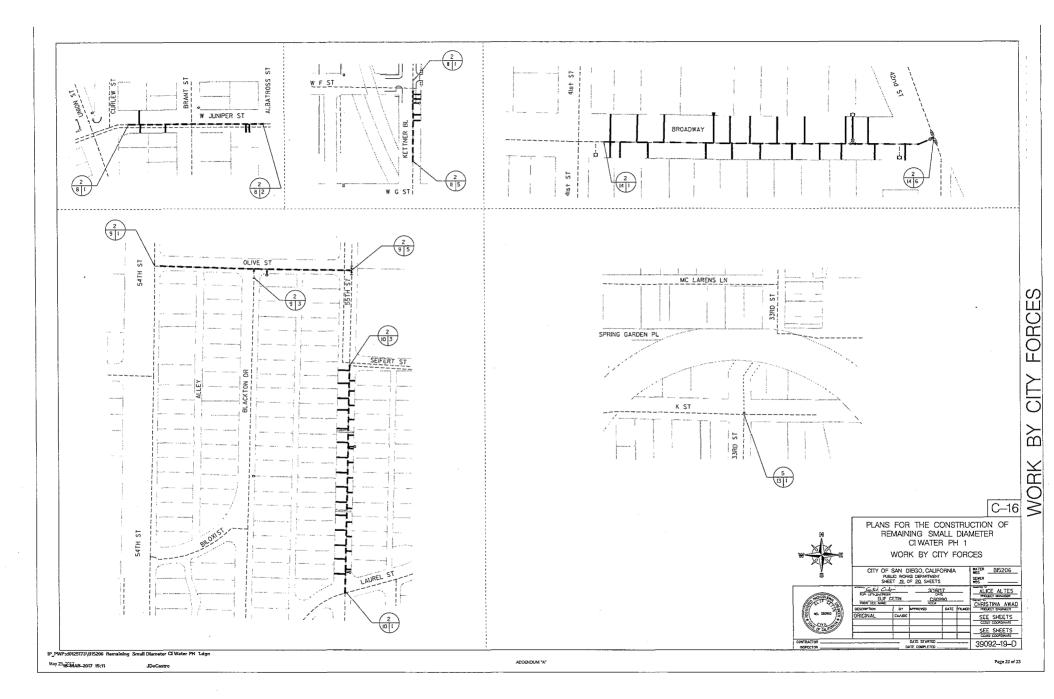
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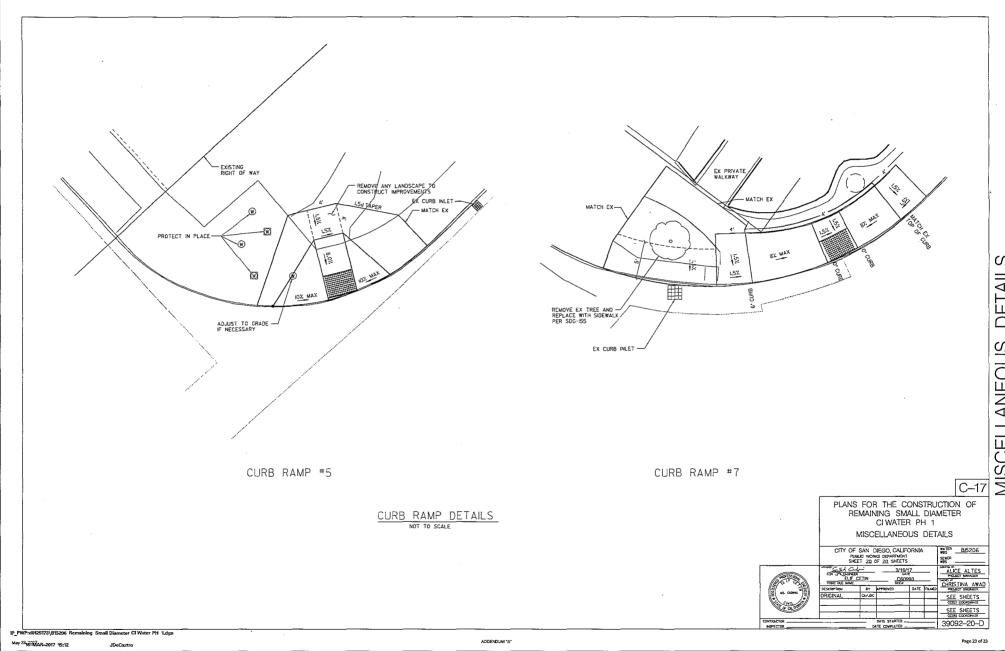
ADDENDUM "A"

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C-14







Remaining Small Dlameter CI Water Phase1 (K-17-1546-DBB-3), bidding on June 5, 2017 2:00 PM (Pacific)

Printed 06/05/2017

#### **Bid Results**

#### **Bidder Details**

Vendor Name

Burtech Pipeline Incorporated

Address

102 Second Street Encinitas, CA 92024 United States

Respondee

**BUDDY AQUINO** 

Respondee Title

CHIEF ESTIMATOR

Phone

760-634-2822 Ext.

Email

buddy@burtechpipeline.com

Vendor Type License # PQUAL, CADIR, Local

718202

CADIR

1000006324

### Bid Detail

Bid Format Electronic

Submitted June 5, 2017 1:17:01 PM (Pacific)

**Delivery Method** 

**Bid Responsive** 

Bid Status Submitted

Confirmation # 107562

Ranking 0

#### **Respondee Comment**

## **Buyer Comment**

#### **Attachments**

,

Bid Bond

Contractor's Certification of Pending Actions

Subcontractors Additive Deductive Alternate

Bid Bond

File Name

Bid Bond.pdf

Contractor's Certification of Pending Actions.pdf

Subcontractors Additive Deductive Alternate Form .pdf

Bid Bond.pdf

File Type

Bid Bond

Contractors Certification of

Pending Actions

Subcontractor's Additive Deductive Alternate Form

Bid Bond

## Line Items

			•		
Type	Item Code	UOM	Qty	Unit Price	Line Total Comment
	Main Bid				
1	Bonds (Payment and Performance)				
	524126	LS	. 1	\$19,500.00	\$19,500.00
2	Suspension of Work - Resources				
	541690	DAYS	5	\$100.00	\$500.00
3	WPCP Development				
	541330	LS	1	\$650.00	\$650.00
4	WPCP Implementation				
	237990	LS	1	\$2,500.00	\$2,500.00

Remaining Small Diameter Cl Water Phase1 (K-17-1546-DBB-3), bidding on June 5, 2017 2:00 PM (Pacific)

Printed 06/05/2017

Type 5	Item Code Discharge Fees (EOCP Type - I)	MOU	Qty	Unit Price	Line Total Comment
	237110	AL	1	\$20,000.00	\$20,000.00
6	Video Recording of Existing Conditions			•	
	238990	LS -	1	\$3,000.00	\$3,000.00
7	Exclusive Community Llaison Services		•		
	541820	ĹS	1	\$35,000.00	\$35,000.00
8	Mobilization				
	237110	LS	1	\$50,000.00	\$50,000.00
9 .	Field Orders (EOC Type II)				
		AL	1 <u>.</u>	\$100,000.00	\$100,000.00
10	Additional Pavement Removal and Disposal	(Beyond 12 Inc	hes Thick)	•	
	237310	CY	2070	\$1.00	\$2,070.00
11	Removal and Disposal of Railroad Tracks	•		*	
	238910	LF .	245	\$20.00	\$4,900.00
12	Miscellaneous Landscape Replacement				**************************************
1.	238910	LS	1	\$2,500.00	\$2,500.00
13	Tree Removal			en en en en	
	238910	EA <sup>.</sup>	1	\$1,000.00	\$1,000,00
14	Adjust Existing Manhole Frame and Cover to	Grade	·		
	237310	EA	2	\$1,000.00	\$2,000.00
15	Adjust Existing Gate Valve Frame and Cover	to Grade			<u> </u>
	237310	EA	7	\$400.00	\$2,800.00
16	Adjust Survey Monument to Grade				
÷	237310	EA	2	\$350.00	\$700.00
17	Cold Mill AC Pavement (1½ Inch)				₩
	237310	SF	7284	\$1.10	\$8,012.40
18	Asphalt Pavement Repair			.*	
	237310	TON	1	\$1,200.00	\$1,200.00
19	Rubber Polymer Modified Slurry (RPMS) Typ				
. •	237310	SF	46100	\$0.54	\$24,894.00
20	Rubber Polymer Modified Slurry (RPMS) Typ			·	
	237311	SF	680	\$6.52	\$4,433.60

<b>Type</b> 21	Item Code Rubber Polymer Modified Slurry (RPMS) Type	UOM I Over Type II	Qty	Unit Price	Line Total	Comment
	237310	SF	124149	\$0.59	\$73,247.91	
22	Pavement Restoration Adjacent to Trench					
	237310	SF	618	\$10.00	\$6,180.00	
23	Asphalt Concrete Overlay and Striping (1½ Inc	ch)				
•	237310	TON	245	\$176.00	\$43,120.00	
24	Road Hump Replacement					
	237310	LF	64	\$109.25	\$6,992.00	
25	Concrete Pavement (7 Inch thick)					
	238910	SF	33064	\$9.50	\$314,108.00	
26	Pavement Fabric	-				
	237310	SY	372	\$6.90	\$2,566.80	
27	Curb Inlet (Type A)					
	237110	EA	1	\$10,000.00	\$10,000.00	
28	Contractor Date Stamps and Impressions					
	237310	EA	5	\$300.00	\$1,500.00	
29 ·	Cross Gutter					•
	237310	SF	1618	\$16.50	\$26,697.00	
30	Curb Ramp (Type A) with Detectable Warning	Tiles				
	237310	EA	. 3	\$3,350.00	\$10,050.00	
31	Curb Ramp (Type B) with Detectable Warning	Tiles		•		
	237310	EA	4	\$3,350.00	\$13,400.00	
32 .	Curb Ramp (Type C1) with Detectable Warnin	g Tiles				
	237310	EA	2	\$3,550.00	\$7,100.00	
33	Curb Ramp (Type D) with Detectable Warning	Tiles				
	237310	EA	4	\$2,800.00	\$11,200.00	
34	Removal or Abandonment of Existing Water F	acilities				
	237110	LS	1	\$2,500.00	\$2,500.00	
35	Handling and Disposal of Non-friable Asbestos	s Material				
	237110	LF	793	\$10.00	\$7,930.00	
36	Additional Bedding					
	237110	CY	114	\$1.00	\$114.00	

<b>Type</b> 37	Item Code Water Main (8 Inch)	UOM	Qty	Unit Price	Line Total	Comment
	237110	LF	1368	\$120.00	\$164,160.00	
38	Water Main CL305 DR14 (8 Inch)					
	237110	LF	1467	\$121.00	\$177,507.00	
39	Water Main (12 Inch)			·		
	237.110	LF	1352	\$151.74	\$205,152.48	
40	Trench Shoring					
	237110	LS	1	\$5,000.00	\$5,000.00	
41	Butterfly Valve (16 Inch, Class 150B)				•	
	237110	EA	4	\$4,800.00	\$19,200.00	
42	Gate Valve (8 Inch)					
	237110	EA	14	\$1,795.00	\$25,130.00	
43	Gate Valve (12 Inch)					
	237110	EA	13	\$3,300.00	\$42,900.00	
44	Fire Hydrant Assembly and Marker (6 Inch	ı - 2 port)		•		•
	237110	EA	4	\$8,900.00	\$35,600.00	
45	Fire Hydrant Assembly and Marker (6 Inch	- 3 port)				
	237110	EA	1,	\$8,900.00	\$8,900.00	
46	Fire Service Connection and Assembly ( 6	Inch)				
	237110	EA	2	\$5,900.00	\$11,800.00	
47	Water Service (1 Inch)					
	237110	EA	87	\$3,561.00	\$309,807.00	
48	Water Service (2 Inch)					
	237110	EA	2	\$4,500.00	\$9,000.00	
49	Blow-Off Valve Assembly (2 Inch)			₹		÷
	237110	EA .	1	\$5,800.00	\$5,800.00	
50	Blow-Off Valve Assembly (4 Inch)					
	237110	EA	1	\$6,000.00	\$6,000.00	
51	Air and Vacuum (Air Release) Valve Asser	mbly ( 1 Inch, CL15	0)			
	237110	EA	1	\$6,800.00	\$6,800.00	
52	Temporary Resurfacing					
	237310	TON	220	\$120.00	\$26,400.00	

Type 53	Item Code Thrust Blocks and Anchor Blocks for 16 Inch	<b>UOM</b> and Larger Water	<b>Qty</b> Mains	Unit Price	Line Total	Comment
	237110	EA	2	\$1,000.00	\$2,000.00	
54	Imported Backfill For Trench					
	237110	TON	90	\$10.00	\$900.00	
55	Thermoplastic Traffic Striping					
	237310	LF	1278	\$3.45	\$4,409.10	
56	Thermoplastic Pavement Markings		F			
	237310	LS	1	\$18,500.00	\$18,500.00	
57	Pedestrian Barricade					
	237310	EA	8	\$750.00	\$6,000.00	
58	Contractor Furnished Materials for the City F	orces High-line Wo	ork			
	237110	LF	6650	\$2.70	\$17,955.00	
59	Contractor Furnished Materials for City Force	es Connection, Cui	t and Plug, and C	ut-in Work for Mains 16-	Inch and Larger.	
	237110	LS	1	\$5,000.00	\$5,000.00	
60	Cut-in Tee by Contractor (8 Inch through 12	Inch)		•		
	237110	EA	3	\$13,000.00	\$39,000.00	.*
61	Cut-in Tee by Contractor (16 Inch)	•				
	237110	EA	2	\$13,800.00	\$27,600.00	
62	Connections to The Existing System by Cont	tractor (8 Inch thro	ugh 12 Inch)			
	237110	EA	1	\$5,500.00	\$5,500.00	
63	Connections to The Existing System by Conf	tractor (16 Inch and	d Larger)			
	237110	EA	. 1	\$6,500.00	\$6,500.00	
64	Permanent Cut and Plug by Contractor					
	237110	EA	2	\$7,000.00	\$14,000.00	
65	Pavement Restoration for Final Connection			•		
	237110	SF	2100	\$15.00	\$31,500.00	
				Subtotal	\$2,060,386.29	
66	Alternate Items  Connections to The Existing System by Cont	tractor (8 Inch thro	ugh 12 Inch)			
	237110	EA	21	\$4,500.00	\$94,500.00	
67	Connections to The Existing System by Cont	tractor (16 Inch and	d Larger)			
	237110	EA	1	\$6,000.00	\$6,000.00	

Remaining Small Diameter CI Water Phase1 (K-17-1546-DBB-3), bidding on June 5, 2017 2:00 PM (Pacific)

Printed 06/05/2017

Type	Item Code	UOM	Qty	Unit Price	Line Total Cor	mment
68	Cut and Plug by Contra		•			
	237110	EA	22	\$4,500.00	\$99,000.00	
69	High-lining Installation	by the Contractor			•	
	237110 ·	LF	6650	\$8.00	\$53,200.00	
70	High-lining Removed by	y the Contractor				
	237110	; LF	6650	\$2.00	\$13,300.00	
				Subtotal Total	\$266,000.00 \$2,326,386.29	
Subco	ontractors					
Name 8	Address	Description	License Num	CADIR	Amount	
PO BO	n, CA 92021	Bid Item 3 - WPCP Development	11MH0281	1000037165	\$550.00	ELBE,SDB
120 Nor	Specialties Inc. th Second Ave ista, CA 91910 States	Bid Items 23, 55-57 for Striping, Pavement Markings and Pedestrian Barricade	298637	1000003515	\$26,546.00	CAU,FEM,PQUAL,S LBE,MBE,SDB,WBE, WOSB
5205 Ke Suite 10	go, CA 92130	Bid Item 7 - Exclusive Community Liaison Services	00000	1000047130	\$35,000.00	DBE,ELBE,LAT,MAL E,MBE
Inc. PO Box 14436 S	anta Ana Ave , CA 92331	Bld Items 19,20&21 for RPMS Scopes	784969	1000000645	\$88,838.59	CAU,MALE,PQUAL, CADIR
RPG 1672 Ma Ste. E-3 Ramona United S	18 , CA 92065	Coldmilling, Asphalt Repair Works, Grind & Paving	*1007412	1000005436	\$154,462.00	PQUAL,CADIR,WO SB
1128 2n	sta, CA 91911	Trucking Services	N/A	1000040647	\$30,000.00	LAT,MALE,ELBE
PO BOX	VISTA, CA 91911	Bid Items 25, 28-33 for Concrete & Curb Ramps	885270	1000005182	\$347,091.00	LAT,MALE,SLBE,CA DIR