

City of San Diego

CONTRACTOR'S NAME: Burtech Pipeline Inc.

ADDRESS: 102 Second St., Encinitas, CA 92024

TELEPHONE NO.: (760) 634-2822

CITY CONTACT: Brittany Friedenreich, **Contract Specialist**, Email: BFriedenreic@sandiego.gov

Phone No. (619) 533-3104

I. Shamoun / J. Borja / br

BIDDING DOCUMENTS



FOR

WATER AND SEWER GROUP 967

BID NO.: _____ **K-19-1781-DBB-3**

SAP NO. (WBS/IO/CC): _____ **B-12058, B-15145**

CLIENT DEPARTMENT: _____ **2000**

COUNCIL DISTRICT: _____ **9**

PROJECT TYPE: _____ **KB, JA**

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- BID DISCOUNT PROGRAM (The WHITEBOOK, Part 10, EOCP SECTION B, ITEM 4.2)
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

2:00 PM

JANUARY 2, 2019

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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



For City Engineer

11/2/18
Date

Seal:



TABLE OF CONTENTS

SECTION	PAGE
1. NOTICE INVITING BIDS	4
2. INSTRUCTIONS TO BIDDERS	7
3. PERFORMANCE AND PAYMENT BONDS	18
4. ATTACHMENTS:	
A. SCOPE OF WORK.....	21
B. PHASED FUNDING PROVISIONS	23
C. INTENTIONALLY LEFT BLANK	26
D. PREVAILING WAGE.....	27
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	32
1. Appendix A - Notice of Exemption.....	69
2. Appendix B - Fire Hydrant Meter Program.....	72
3. Appendix C - Materials Typically Accepted by Certificate of Compliance.....	86
4. Appendix D - Sample City Invoice with Spend Curve	88
5. Appendix E - Location Maps	91
6. Appendix F - Monthly Drinking Water Discharge Monitoring Form.....	94
7. Appendix G - Caltrans Permit.....	97
8. Appendix H - Hazardous Label/Forms	104
9. Appendix I - Long-Term Revegetation Maintenance Agreement	106
10. Appendix J - Sample of Public Notice	124
11. Appendix K - Advanced Metering Infrastructure (AMI) Device Protection	126
F. RESERVED.....	133
G. CONTRACT AGREEMENT	134
5. CERTIFICATIONS AND FORMS.....	137

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Water and Sewer Group 967**. 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: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$757,000**.
4. **BID DUE DATE AND TIME ARE:** **January 2, 2019 at 2:00 P.M.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: **A or C-34**.
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	9.1%
2. ELBE participation	13.2%
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.

8. AWARD PROCESS:

- 8.1.** 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.
- 8.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- 8.3.** 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 by the City Attorney's Office.
- 8.4.** The low Bid will be determined by the Base Bid plus all Alternates.
- 8.5.** 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.

9. SUBMISSION OF QUESTIONS:

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

Public Works Contracts
525 B Street, Suite 750, (7th Floor)
San Diego, California, 92101
Attention: Brittany Friedenreich

OR:

BFriedenreic@sandiego.gov

- 9.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 9.3.** 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.
- 9.4.** 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.

- 10. SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for items of Work such as revegetation maintenance/monitoring or emulsion aggregate slurry shall be signed by the BIDDER at time of award of the primary BID. The signed agreements shall be accompanied by the proper bonds and insurance as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in the amount of the total Contract Price for all Work including the supplemental agreements.
- 11. Partial Release of Performance Bond and Labor and Materialmen's Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, **Appendix I**.
- 12. PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.
- 13. ADDITIVE/DEDUCTIVE ALTERNATES:**

 - 13.1.** 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.
 - 13.2.** 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.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>
- 1.5. 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 who 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. Important Note: 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 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 14 Calendar Days after receiving the Contract forms.

7. INSURANCE REQUIREMENTS:

7.1. 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.

7.2. 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.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) 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 http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI092816-07
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

9. **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 **form of an addendum**. 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.
10. **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.
11. **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.
12. **SUBCONTRACTOR INFORMATION:**
- 12.1. **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 state the **DIR REGISTRATION NUMBER** for all subcontractors and 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.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 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 California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor - regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

12.2. 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), DIR REGISTRATION NUMBER** 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.

12.3. 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.

13. SUBMITTAL OF "OR EQUAL" ITEMS: See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

14. AWARD:

- 14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 14.2.** 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.
- 14.3.** 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.

15. 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.

16. AVAILABILITY OF PLANS AND SPECIFICATIONS: Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.

17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED: 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.

18. 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.

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

- 19.1.** 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.

- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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**.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 20.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2. Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3. 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.
- 20.4. 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.
- 20.5. 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.
- 20.6. 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.

- 20.7. 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.
- 20.8. 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.

21. BID RESULTS:

- 21.1. 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.
- 21.2. 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.

22. THE CONTRACT:

- 22.1. 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.
- 22.2. 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.
- 22.3. 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.
- 22.4. 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.

- 22.5.** 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.
- 23. 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.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** 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.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

- 25.1.** 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**.
- 25.2.** 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. 2281473
PREMIUM: \$6,835.00
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, Inc., 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 **Eight Hundred Thirteen Thousand Four Hundred Sixty Nine Dollars and Zero Cents (\$813,469.00)** for the faithful performance of the annexed contract, and in the sum of **Eight Hundred Thirteen Thousand Four Hundred Sixty Nine Dollars and Zero Cents (\$813,469.00)**, 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 void; otherwise it shall remain in full force.

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

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

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

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

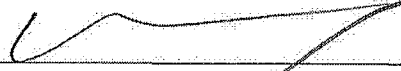
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated JANUARY 17, 2019

Approved as to Form

BURTECH PIPELINE, INCORPORATED

Principal

By 

DOMINIC J. BURTECH, JR., PRESIDENT

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By 
Deputy City Attorney


NORTH AMERICAN
SPECIALTY INSURANCE COMPANY

Surety

By 

MARK D. IATAROLA, Attorney-in-fact

Approved:

By 
Stephen Samara
Principal Contract Specialist
Public Works Department

6 HUTTON CENTRE DRIVE, SUITE 850

Local Address of Surety

SANTA ANA, CA 92707

Local Address (City, State) of Surety

714/513-6839

Local Telephone No. of Surety

Premium \$ 6,835.00

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

Bond No. 2281473

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.

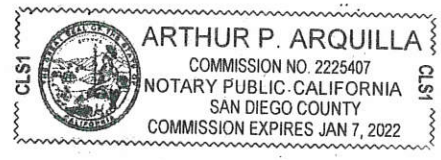
State of California }
 County of San Diego }

On 1/22/19 before me, Arthur P. Arquilla, Notary Public,
(Here insert name and title of the officer)
 personally appeared Dominic Burtch,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose
 name(s) is/are subscribed to the within instrument and acknowledged to me that
 he/she/they executed the same in his/her/their authorized capacity(ies), and that by
 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
 which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

 Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, 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 law.*
- State and County information must be the State and County where the document 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.
 - 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).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - 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 information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this 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, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

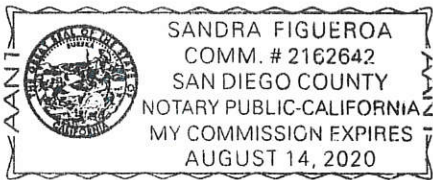
State of California }
County of SAN DIEGO

On 1/17/2019 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature *Sandra Figueroa*
Signature of Notary Public

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: MARK D. IATAROLA 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 of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

SWISS RE CORPORATE SOLUTIONS

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 Overland Park, Kansas, 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 Overland Park, Kansas, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MARK D. IATAROLA, AND SANDRA FIGUEROA

HELEN E. WHEALDON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th 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 [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 12 day of JANUARY, 2018, 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.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary 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 17th day of JANUARY, 2019.

[Signature] 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

- 1. SCOPE OF WORK:** This project proposes to replace ~ 900.25 LF of water main (439.98 LF of 16 in dia, and 460.27 LF of 12 in dia), as well as 385.52LF of 8 in dia sewer main and abandon 2,500 feet of deteriorated cast iron water mains as directed by the City's Public Utilities Department. The project length totals 4350 LF. It is located in Council District 9 in the Southeastern Community Planning area at 39th St and Federal Blvd.
 - 1.1.** The Work shall be performed in accordance with:
 - 1.1.1.** The Notice Inviting Bids and Plans numbered **38335-1-D** through **38335-9-D**, and **38335-L1-D** through **38335-L9-D**, and **38335-T1-D** through **38335-T2-D**.
- 2. LOCATION OF WORK:** The location of the Work is as follows: It is located in Council District 9 in the Southeastern Community Planning area at 39th St and Federal Blvd. See Appendix **E**.
- 3. CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **208 Working Days**.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

- 1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
 - 1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT.
- 1.2. Contractor's failure to perform any of the following may result cancelling the award of the Contract:
 - 1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
 - 1.2.2. Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

2. POST-AWARD

- 2.1. Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.
- 2.2. The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

BID NUMBER: K-19-1781-DBB-3

CONTRACT OR TASK TITLE: WATER & SEWER GROUP 967

CONTRACTOR: BURTECH PIPELINE INCORPORATED

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Replace 900 LF of water main as well as 385 LF of sewer main and abandon 2,580 ft of cast iron water main. Complete landscape maintenance & regrading as shown on drawing numbers 38335-L1-01 through 38335-19-01	NTP	NOC	\$813,469.00
2				
3				
Contract Total				\$ 813,469.00

Notes:


- 1) WHITEBOOK section 9-3.6, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

CITY OF SAN DIEGO

CONTRACTOR Burtech Pipeline Inc.

PRINT NAME: DINO CIAFRE
Construction Manager

PRINT NAME: Dominic J. Burtech

Signature: 

Title: President & CEO

Date: January 17, 2019

Signature: 

PRINT NAME: Ikhlass Shamoun
Project Manager

Date: January 16, 2019

Signature: 

Date: 1/17/19

ATTACHMENT C
INTENTIONALLY LEFT BLANK

ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

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 <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 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. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

- 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.** Contractor and their subcontractors shall also 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 contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 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. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 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.
- 1.9.2.** 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 for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

1.12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

1.12.1. Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

1.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

1.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor code section 1773.3).

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**.

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:

1. For landscaping and irrigation materials, submit samples and test results to the Engineer within 15 Days of the NTP.

- 2-5.3.7.7 Payment.**

1. The payment for preparation, submittal, implementation and maintenance of the Quality Control Plan in accordance with the Contract Documents shall be included in the Contract Price.

- 2-5.4.2 Asset Specific Red-lines.** To the "WHITEBOOK", ADD the following:

1. **Fiber Optic and WIFI Device Red-lines.** Fiber Optic and WIFI Device Red-lines shall clearly record by dimension from 2 known fixed points and by depth of underground facilities all deviations, modifications, and changes in the Work.

Records, deviations, modifications, and changes on the day the Work is performed shall reflect the actual Work location and shall be marked in red at the scale of the Plan sheet on which they are recorded. Red-lines shall show the equipment locations and associated information for the following:

- a) Locations and depths of underground utilities.
- b) Revisions to the routing of piping and conduits.
- c) Actual equipment locations.
- d) Pull Boxes.
- e) Electrical Meter, including meter address.
- f) Items abandoned in place.

2-9.1 Permanent Survey Markers. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS (or the private owner for Permit Work) shall perform the following:
 - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
 - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
 - c) File a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

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

2-9.2 Survey Service.

- 1. You shall locate and mark all features related to the building and site, including landscaping and hardscape, using industry standard contractor's construction tools.
- 2. You shall preserve construction survey stakes, control points, and other survey related marks described in 2-9.2.1, "Survey Services Provided by the City" for the duration of the Project. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the City at your expense.

2-9.2.1 Survey Services Provided by the City.

1. The City will provide surveying services and on-site survey staking for the following:
 - a) Locations of any property lines, boundaries, or easement surveys within the project boundaries as required by the project.
 - b) Locations of up to four corners per building.
 - c) Verification of building pad finish surface elevation.
 - d) A maximum of 4 site control points.
 - e) Location and perpetuation of survey monuments within the project boundary in accordance with 2-9.1, "Permanent Survey Markers".
2. Notify the Resident Engineer in writing at least 2 Working Days prior to requesting survey services provided by the City.

2-9.2.2 Payment.

1. The payment for survey services Work shall be included in the Contract Price.

ADD:

2-10 AUTHORITY OF THE BOARD AND THE ENGINEER. To the "GREENBOOK", Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; requests for information (RFI), and interpretation of the Plans, Specifications, or other Contract Documents. This shall be precedent to any payment under the Contract. The Engineer shall be the single point of contact and shall be included in all communications.

2-15 TECHNICAL STUDIES AND DATA. To the "WHITEBOOK", ADD the following:

3. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Report of Biological Studies dated April 5, 2016 by Dudek.
4. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<https://filecloud.sandiego.gov/url/fnijakiav27fkfi4>

2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM. To the "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 – CHANGES IN WORK

3-3.2.3 Markup. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Work paid under Allowance Bid items for permits, governmental fees, or direct payments specified in the Contract Documents shall not be subject to any markups.
2. The allowance for overhead and profit shall not exceed the values listed in the table below:

Component	Overhead	Profit
Labor	10%	10%
Material	10%	5%
Equipment	10%	5%

3. Markups for materials shall be applied to the actual cost of the material before applying the sales tax.
4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
 - a) Regardless of the number of Subcontractor tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor’s portion of accumulated total cost.
 - b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
 - c) You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
 - d) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor’s Work once.

3-5.1 Claims. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 Claims.

1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or

relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.

2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
 - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.4 City's Final Determination.

1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.5 Mandatory Assistance.

1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a) Providing professional consultations.
 - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.5.1 Compensation for Mandatory Assistance.

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.5, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.

4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

3-5.2.3 Selection of Mediator. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3 Forum of Litigation. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

ADD:

3-5.4 Pre-judgment Interest.

1. The parties stipulate that if a judgment is entered against a party for breaching this Contract, the pre-judgment interest shall be two percent (2%) per annum.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.2 Inspection by the Agency. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will provide inspection and testing laboratory services within the continental United States within a 200-mile radius of the geographical limits of the City.

4-1.3.3 Inspection of Items Not Locally Produced. To the "WHITEBOOK", DELETE in its entirety.

ADD:

4-1.3.3 Inspection of Items Not Locally Produced. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.
3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
 - b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.

- c) Federal Per Diem Rates can be determined at the location below:

<https://www.gsa.gov/portal/content/104877>

4-1.3.5 Special Inspection. To the “WHITEBOOK”, ADD the following:

5. The payment for special inspection Work specified under this section shall be paid in accordance with 4-1.3.4.1, “Payment”.

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

5-1.1 General. To the “WHITEBOOK”, ADD the following:

9. **90 Calendar Days** prior to any paving work, you shall notify the utility owner to provide them adequate time to adjust their utility box frame and cover to finish grade.

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:

2. Notify SDG&E at least 10 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”, items 5, 9, 20, and 22, DELETE in their entirety and SUBSTITUTE with the following:

5. Monthly progress payments are contingent upon the submittal of an updated Schedule and cash flow forecast as discussed in item 22 of 6-1.1, “Construction

Schedule” to the Engineer. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer’s opinion, your failure or refusal to provide the required Schedule and cash flow forecast information precludes a proper evaluation of your ability to complete the Project within the Contract Time and amount.

9. Inclusive to the Contract Time, include 15 Working Days to the Schedule for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.
20. The **120 Calendar Days** for the Plant Establishment Period is included in the stipulated Contract Time. Time shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.
22. With every pay request, submit the following:
 - a) An updated cash flow forecast showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - b) A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Spend Curve** and use the format shown. Your invoice amounts shall be supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly. See “Cash Flow Curve Fitting Example” at the location below:

<https://www.sandiego.gov/publicworks/edocref>

6-1.6 Excusable Delays. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. If a delay in the Work occurs and affects Work activities, delays may either be Excusable Compensable Delays or Excusable Non-Compensable Delays.

ADD:

6-1.6.2 Excusable Non-Compensable Delays.

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-6.2, "Extensions of Time" for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) Delays caused by changes to County, State, or Federal law.

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) Federal Blvd (Sheet 3-D) from May, 27, 2019 to September 2, 2019 (inclusive). Water mains in this area are to be completed before May 27, 2019.
 - b) 39th Street [Canyon] (Sheet 2-D) from May 27, 2019 to September 2, 2019 (inclusive). Water Mains in this area are to be completed before May 27, 2019.

ADD:

6-3.2.1.1 Environmental Document.

1. The City of San Diego has prepared a Notice of Exemption for **Water and Sewer Group 967 SDP** for, Project No. **523274/WBS No. B-15145.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Water and Sewer Group 967 SDP** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

6-6.2 Extensions of Time. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall immediately submit to the City a written request for a Change Order to modify the Contract Time, but in no event later than 1 Working Day after the occurrence and discovery of the events giving rise to the request. You shall include in your request a general description of the basis for and the estimated length of any extension and submit supporting data.

3. The Engineer shall not grant an extension of Contract Time unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project's critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence.
4. The Engineer shall issue a weekly document that shall stipulate the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within 15 Days after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 3-5.1, "Claims".

6-6.4 Written Notice and Report. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. **Your failure to file with the Engineer a written request and report of cause within 24 hours will be considered grounds for refusal by the City to consider such request.**

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.

6-8.3 Warranty. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date that the Work was accepted by the City. Additionally, you shall warranty the Work against all latent and patent defects for a period of 10 years.

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:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.2.3 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.
2. 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.

7-3.3 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.
2. 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:

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

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which 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.

7-5 PERMITS, FEES, AND NOTICES. To the "WHITEBOOK", ADD the following:

2. The City will obtain, at no cost to you, the following permits:
- a) CALtrans – Parent Permit
 - b) Site Development Permit (Notice of Exemption)

ADD:

7-6 THE CONTRACTORS REPRESENTATIVE. To the "GREENBOOK", ADD the following:

1. Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.

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

2. Use a PM-10 certified self-loading motorized street sweeper equipped with a functional water spray system for this project as directed by the Engineer.

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.

7-8.6.5 Payment. DELETE in its entirety and SUBSTITUTE with the following:

7-8.6.5 Drinking Water Discharges Requirements.

1. All discharge related to the project of water used for testing an acceptance of new water mains to the storm drain shall comply with the State Water Resources Control Board, ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES found at the State Boards website at the following location:

http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinking_water/final_statewide_wqo2014_0194_dwq.pdf

All monitoring, sampling and reporting for compliance with the Order must be completed by a QSP.

- a) BMPs shall be in place prior to the start of discharge. At a minimum, you shall:
 - i. Sweep the gutter and street in the flow path
 - ii. Provide inlet protection at all inlets receiving discharge
 - iii. Provide dechlorination
 - iv. Implement sediment and erosion control measures such as diffusers, check dams, flow controls, etc
- b) Monitoring and Samples.
 - i. As required by the Order, you shall monitor, sample and report all discharges to the storm drain. You shall record the results for each discharge event on the City's Drinking Water discharge

Monitoring form included as **Appendix F**. Submit completed forms to the Engineer at the end of every month.

- ii. Notifications: You shall notify the RWQCB at and Transportation and Storm Water Department prior to the start of any large volume discharge (greater than 1 acre-foot volume). You shall notify The County of San Diego, Department of Environmental Health (DEH) at (858)495-5579 prior to the start of discharges 100,000 gallons or more within $\frac{1}{4}$ mile of the ocean or bay coastline.
- iii. Sampling and reporting requirements are outlined in the Order.
 - For Superchlorinated discharges, at a minimum, you shall sample chlorine, turbidity and pH the first 10 minute of discharge, the first 60 minutes of discharge and last 10 minutes of discharge and provide an estimate of the total volume of water discharged.
 - For Large Volume discharges (or discharges greater than 1 acre-foot in total volume), at a minimum, you shall sample chlorine and turbidity pH the first 10 minute of discharge, the first 60 minutes of discharge and last 10 minutes of discharge and provide an estimate of the total volume of water discharged.
 - For discharges that are not superchlorinated and are under 1 acre-foot in total volume, at a minimum, you shall provide an estimate of the total volume of water discharged.
- iv. Effluent limits:
 - Field measurement of 0.1 mg/L chlorine or more is an exceedance of the Order.
 - Visual estimates of 20 NTU or more for surface water and 225 NTU or more for ocean is an exceedance the City's Basin Plan.
 - Field measurements for pH outside the range of 6.5 to 8.5 is an exceedance of the City's Basin Plan.
- v. Receiving water monitoring: if an exceedance is observed, the discharge shall be stopped immediately, BMPs must be adjusted until discharge is no longer exceeding limits. The QSP shall monitor receiving waters for adverse effects to water quality. If any adverse effect to water quality is observed, the RE and RWQCB shall be notified immediately. The QSP shall document the point of confluence between the discharge and receiving water with photographs.

c) Areas of Special Biological Significance (ASBS).

- i. Non-storm water discharges including drinking water discharges to Areas of Special Biological Significance (ASBS) are prohibited. These are ocean areas requiring protection of species or biological communities to the extent that alteration of natural water quality is undesirable and are classified as a subset of State Water Quality Protection Areas. Non-storm water discharges shall be located outside of the designated areas to ensure maintenance of natural water quality conditions in these areas.
 - ii. A map showing ASBS locations can be found in the Storm Water Standards Manual Part 2 Appendix A. The areas in the San Diego Region include: La Jolla (ASBS #29), Scripps (ASBS #31), and La Jolla Shores watershed boundaries.
2. If prior approval is obtained to discharge to the sewer system, you shall discharge the water used for testing and acceptance of new water mains to the sewer system in accordance with the Contract Documents as shown on the batch discharge Plans. You shall submit to the Engineer a "Request for Batch Discharge Authorization to Discharge Potable Pipe Flushing Water to Sewer" form. The request form is found on the City website at the following location:

https://www.sandiego.gov/sites/default/files/pipe_flush_batch_disch_0.pdf

- a) When discharging to the sewer system has been approved, you shall use a totalizer flow meter to record the total volume discharged to sewer and shall submit to the Engineer a log of actual discharged water quantities, dates, and locations. Failure to report this information to the Engineer is a violation of the authorization for discharge to the sanitary sewer. Within five (5) Working Days of the discharge, the Engineer shall receive and report actual total flows to the sanitary sewer to the Public Utilities Department (PUD), Industrial Wastewater Control Program (IWCP).
- b) If the discharge to the sewer system is not approved, you shall discharge the water used for the testing of new mains to surface waters, storm drain inlets, or to other approved sources and you shall comply with 7-8.6.5, "Drinking Water Discharges Requirements". All discharge activities related to the project shall comply with the State Water Resources Control Board, ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by:

http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf

ADD:

7-8.6.5.1 Payment.

1. The payment for complying with the requirements of drinking water systems discharge to the storm drain shall be included in the Bid item for "Drinking Water Discharge Monitoring by QSP".
2. The payment for complying with the discharge requirements for discharges to sewer system shall be included in the Bid item for the new water main.

7-13.4 Contractor Standards and Pledge of Compliance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract is subject to City's Municipal Code §22.3004 as amended 10/29/13 by ordinance O-20316.
2. You shall complete a Pledge of Compliance attesting under penalty of perjury that you complied with the requirements of this section.
3. You shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.
4. You shall require in each subcontract that the Subcontractor shall abide by the provisions of the City's Municipal Code §22.3004. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3004. The Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

ADD:

7-13.8 Equal Pay Ordinance.

1. You shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) in section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.
2. You shall require all of your Subcontractors to certify compliance with the EPO in their written subcontracts.
3. You shall post a notice informing your employees of their rights under the EPO in the workplace or job site.

4. By signing this Contract with the City of San Diego, you acknowledge the EPO requirements and pledge ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

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 209 – PRESSURE PIPE

209 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 217 – BEDDING AND BACKFILL MATERIALS

217-2.2 Stones, Boulders, and Broken Concrete. To the “GREENBOOK”, Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 217-2.2

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12” (300 mm) below	2.5” (63 mm)	As required by the Plans or Special Provisions.

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork	pavement subgrade or ground surface	Sand	Sand equivalent of not less than 30.
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	
Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-5 **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 and in phases as follows:

1. Phase I: Federal Blvd
2. Phase II: 39th ST

When installing pipelines within the City’s streets, for the following streets, the total time allowed for the completion of Work shall not exceed 10 Working Days per 500’ of pipeline installation:

1. Federal Blvd
2. 39th Street

306-3.3 Removal and Abandonment of Existing Conduits and Structures. To the “GREENBOOK”, ADD the following:

1. For 16 inch (406.4 mm) and larger conduits, abandoned pipe shall be filled with sand or CLSM in accordance with 201-6, “Controlled Low Strength Material (CLSM)”.

306-3.3.4.1 Non-Friable Asbestos Cement Pipe (ACP). To the “WHITEBOOK”, item 2, subsection “i”, DELETE in its entirety and SUBSTITUTE with the following:

- i) A minimum of 5 Working Days prior to the transportation of the ACP disposal bins or friable asbestos waste, you shall provide notice to and assist the Resident Engineer in completing the Inspection Work Request Form for the Asbestos, Lead, and Mold Program. The form is located below:

<https://forms.sandiego.gov/f/g2064>

306-6.5.1 General. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. For PVC water pipes:
 - a) Bedding material shall:
 - i. Either be sand, crushed aggregate, or native free-draining granular material.
 - ii. 100% of the bedding material shall pass the no. 4 sieve and shall have an expansion when saturated with water of not more than 0.5%.

- iii. Have a sand equivalent of SE 50. SE 30 or higher may be substituted for SE 50 as bedding material if all of the following requirements are met:
 - The top of the pipe and haunch areas are mechanically compacted by means of tamping, vibrating roller, or other mechanical tamper.
 - Equipment is of size and type approved by the Engineer.
 - 90% relative compaction or better is achieved.
- b) When jetting, care shall be exercised to avoid floating of the pipe.
- 2. PVC sewer pipes shall be bedded in 3/8 inch (9.5 mm) or 1/2 inch (12.5 mm) crushed rock in accordance with 200-1.2, "Crushed Rock and Rock Dust". Crushed rock for PVC sewer pipes may contain recycled Portland Cement Concrete and shall conform to gradation requirements for 3/8 inch or 1/2 inch nominal size as shown in Table 200-1.2.1 (A).
- 3. Storm drains and all types of non-PVC sewer mains shall be bedded in 3/4 inch (19 mm) crushed rock in accordance with 200-1.2, "Crushed Rock and Rock Dust". Crushed rock for storm drains may contain recycled Portland Cement Concrete and shall conform to gradation requirements for 3/4 inch nominal size as shown in Table 200-1.2.1 (A). Bedding shall be placed to a depth of 4 inches (101.6 mm) below the outside diameter of the pipe or 1 inch (25.4 mm) below the bell of the pipe, whichever is greater.

306-7.8.2.1 General. To the "WHITEBOOK", item 2, ADD the following:

- a) Specified test pressure for Class 235 pipe shall be 200 psi and is tested at 225psi.
- b) Specified test pressure for Class SDR-26 pipe shall be 200 psi and is tested at 300psi.

306-15.1 General. To the "WHITEBOOK", DELETE in its entirety.

ADD:

306-15.1 General. To the "GREENBOOK", paragraph (1), sub-item "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) the excavations of the trench and disposal of excess excavation;

To the "GREENBOOK", paragraph (1), ADD the following:

- n) trench shoring and plans, excluding engineered shoring and engineered shoring plans.

To the "GREENBOOK", paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

No separate or additional payment shall be made for additional bedding or a higher strength of pipe necessitated by you exceeding the maximum trench width, unless a bid item has been provided.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-4.3.7 Payment. To the "GREENBOOK", ADD the following:

- 2. The payment for the replacement of existing traffic striping, pavement markings, and pavement markers shall be included in the Bid item for "Striping" and shall also include the payment for new installations of traffic striping, pavement markings, and pavement markers.

314-4.4.6 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. No separate payment shall be made for establishing alignment for stripes and layout Work.
- 2. The payment for the installation of proposed thermoplastic striping and thermoplastic pavement markings, in accordance to the Plans, shall be included in the Bid item for "Thermoplastic Traffic Striping" and "Thermoplastic Pavement Markings.
- 3. The payment for the thermoplastic striping of continental crosswalks shall be included in the Bid item for "Continental Crosswalks" and shall include the removal of existing striping, pavement markers, and paving markings.
- 4. The payment for the removal and replacement of existing traffic striping, pavement markings, and pavement markers shall be included in the Bid item for "Striping" and shall also include the payment for new installations of traffic striping, pavement markings, and pavement markers

SECTION 600 - ACCESS

ADD:

600-1 GENERAL. To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. If the City's crews are unable to provide the citizens with the mandated services due to your failure to comply with these specifications, you shall collect trash, recyclables, and yard waste on the City's schedule and deliver to the City's designated locations. If you fail to perform this Work, you shall incur additional costs for the City to reschedule pick up of an area.

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".

SECTION 800 —MATERIALS

800-1.1.4 Class "C" Topsoil. To the "WHITEBOOK", ADD the following:

2. Topsoil, if needed shall be Class "C" topsoil, and shall meet the agricultural suitability requirements of Class "A" topsoil.

800-1.2.3.1 Pre-Plant Fertilizer and Tablets To the "WHITEBOOK", DELETE the first paragraph AND SUBSTITUTE with the following:

1. Pre-plant Fertilizer shall be a 6-2-4 organic fertilizer with 5% Sulfur, and 20% humic acids in a humate base. Incorporate into the backfill mix at the rate of 15 lbs. per cubic yard of backfill. Incorporate into the re-vegetation topsoils at a rate of 30 lbs. per 1000 square feet.

ADD the following:

3. Fertilizer tablets may be an organic formulation in an equivalent N-P-K ratio.

800-1.2.3.2 Post-Plant Fertilizer and Tablets To the "WHITEBOOK", DELETE the first paragraph AND SUBSTITUTE with the following:

1. Post-Plant Fertilizer shall be 6-2-4 with 5% Sulfur, and 20% humic acids in a humate base, (such as Tri-C, no known equal), unless specified otherwise.

800-1.2.6 Inorganic Soil Amendments. To the "WHITEBOOK", DELETE the second paragraph AND SUBSTITUTE with the following:

2. Agricultural Grade Gypsum shall be a (Ca SO₄ • H₂O) calcium sulfate product - 94.3%. 90% shall pass a 50-mesh screen. Chemical reaction will remove sodium attached to soil particles. Gypsum also loosens heavy clay soils through electrochemical action. Control of dust during application is mandatory.

(Use U.S. Gypsum, Bandini or approved equal.)

ADD the following:

4. Sulfur shall be elemental; 90% pure and may be used in pellet form.

800-1.2.7 Organic Soil Enhancer. To the "WHITEBOOK", ADD the following:

Organic Soil Enhancer (Sarvon, or approved equal) to be used on all plantings: A combination of organic wetting agents, organic surfactant and anti-stress agent, organic enzymes, organic bacterial activator and detoxifier, sulfur, micro- nutrients and biostimulants.

Guaranteed Analysis:

Copper (organic)	1.00%
Sulfur (organic)	2.00%
Humic Acid (organic enzymes)	10.00%
Cytokinins (organic enzymes cellular)	0.25%
Sarsapogenin (organic bacteria)	15.52%
Pargenin (C ₂₇ H ₄₄ O ₃) (organic enzymes)	15.62%
Spirostant (organic wetting agent)	20.00%
Sarsaponin (organic surfactant agent)	10.00%
Inert Ingredient (organic)	25.61%

800-1.2.8 Rooting Hormone. To the "WHITEBOOK", ADD the following:

Rooting hormone and shock preventer to be used in the Hydromulch: rooting hormone and shock preventer shall be the trade named product Superthrive™ (no known equal), which contains .09% vitamin B-1; .048% Naphthyl acetic acid; and 30% total dissolved solids.

800-1.2.9 Herbicides and Pesticides. To the "WHITEBOOK", ADD the following:

Because of the sensitive environmental nature of this project, rodenticides shall specifically **not** be used. Pesticides shall **not** be used unless specifically authorized by the project biologist and only after other means or materials (such as soapy water, power washing or organic controls) have been used without success or deemed inappropriate. When/if they are approved, they shall be used in accordance with all state requirements, including parent notification, in an Integrated Pest Management program (IPM) and appropriate applications with strict adherence to manufacturers' specifications and instructions.

800-1.4.1 General. To the "WHITEBOOK", ADD the following:

8. Quality and Size: Plants shall be in accordance with the California State Department of Agriculture regulations for nursery inspections, rules and grading. Installing the finest nursery stock available, and vigorous, healthy well-proportioned container stocks are the express intent of this specification. The size of the plants will correspond with that normally expected for the species and variety of commercially available nursery stock, or as specified in the special conditions or drawings.
9. The Landscape Architect or the project biologist shall be the sole judge as to acceptability of any plant in question. Vigorous, healthy well-proportioned plants are the intent of this specification. Plants, which are even moderately "overgrown", or are showing signs of being rootbound, decline or lack of structure, stability or vigor are subject to rejection. Any plants not conforming to the requirements herein specified shall be considered defective, and such plants whether in place or not, shall be, marked as rejected and immediately removed from the site and replace with new, conforming nursery stock, at Contractor's expense.
10. All plants shall be grown in accordance with all applicable sections of American Standard for Nursery Stock by the American Association of Nurserymen (ANSI Z60.1-1996) as if those sections were included herein.
11. Plants shall be well rooted, but not rootbound in any way; be free of dead or dying branches disease or pests.

12. Foliage shall be relatively dense for the size of container and of good color. No excessive scarring will be allowed. The Landscape Architect shall be the sole judge of what is excessive scarring or other acceptable standards.
13. All plants shall be adequately protected and guaranteed free from desiccation or undue stress during transport. All plants shall be watered prior to shipping. Plants shall be delivered in a covered vehicle or otherwise covered with an acceptable material to prevent desiccation or superheating. If necessary, branches shall be tied in to protect them.
14. Any material deemed unacceptable shall be removed from the job site immediately at no additional cost to the City.
15. Landscape Contractor shall be present at time of delivery. The Contractor shall sign the delivery receipt. Any damage to the material must be noted on delivery ticket. All plant material, once accepted becomes responsibility of the landscape contractor.

800-2.2.7 Valve Boxes. To the "WHITEBOOK", ADD the following:

Valve Boxes of Temporary Irrigation Manifold shall be of plastic material per the following:

- a) Temporary Irrigation Manifold Valve Boxes as plastic shall be either glass-filled plastic type per S.D.R.S.D. #SDI-125, as manufactured by Brooks, with a minimum 2% Titanium based UV inhibitor. Box lids shall have the letters "RCV" molded into them. Boxes shall have locking lids, provide two keys minimum. Box lids shall be green color, glass filled plastic.
- b) Plastic valve box lids shall be neatly, and permanently marked after installation with the controller station number "hot-melted" with pre-formed steel letters/numerals and branding tool into the center of the lid.

800-2.4 Sprinkler Equipment. To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Sprinkler heads, bubbler heads, and spray nozzles shall be of the types and sizes shown on the Plans. Such equipment shall be plastic except for minor components. All sprinklers shall be installed in accordance with details on the drawings.

SECTION 900 – MATERIALS

900-1.1.1 Galvanized Pipe. To the “WHITEBOOK”, Item 8 Hoses, DELETE in its entirety and SUBSTITUTE with the following:

8. Hoses:
 - a) User Connection (Service Meters).
 - i. For meters up to 1 inch (25.4 mm), the hose shall be 1 inch (25.4 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel, “Chicago” 2-lug, quarter-turn, quick-disconnect fittings banded to the hose.
 - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.
 - b) Curves and Curbs.
 - i. Hose shall be 2 inch (50.8 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel grooved mechanical end fittings in compliance with ASTM C606 banded to the hose.
 - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.

900-1.1.3 Yelomine Pipe. To the “WHITEBOOK”, Item 8 Hoses, DELETE in its entirety and SUBSTITUTE with the following:

8. Hoses:
 - a) User Connection (Service Meters).
 - i. For meters up to 1 inch (25.4 mm), the hose shall be 1 inch (25.4 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel, “Chicago” 2-lug, quarter-turn, quick-disconnect fittings banded to the hose.
 - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.
 - b) Curves and Curbs.
 - i. Hose shall be 2 inch (50.8 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel grooved mechanical end fittings in compliance with ASTM C606 banded to the hose.

- ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.

900-1.2 **Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The Payment for your high-lining materials (fittings, valves, and hardware), including delivery and unloading, shall be paid for under the linear foot Bid item "Furnished Materials for Contractor High-line Work".

SECTION 901 – INSTALLATION AND CONNECTION

901-2.5 **Payment.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Traffic control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid item for "Pavement Restoration for Final Connection". Asphalt overlay and slurry seal Work shall be paid for under separate Bid items.

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 or both)

TO: X Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

 Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project No.: **523274/WBS No. B-15145.02.06** Project Title: **Water and Sewer Group Job 967 SDP**

Project Location-Specific: Eastern terminus of E Street, western terminus of Federal Boulevard, and 39th Street,
between B Street and Broadway

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

Description of nature and purpose of the Project: A Site Development Permit (SDP) to replace in place approximately 900 linear feet (LF) of existing water main at a depth of 3 to 5 feet and replace in place approximately 350 LF of existing sewer main at a depth of 7 to 18 feet. Approximately 100 LF of new water main in a new alignment would be installed at a depth of 3 to 5 feet. The project will include replacement on an existing water main at the eastern terminus of E Street, the installation of new water main to the west of the western terminus of Federal Boulevard, and the replacement of existing water and sewer pipelines (including mains and laterals) and an upgrade of two manholes along 39th Street (a paper street), between B Street and Broadway. The project site is located in the Southeastern and City Heights Community Plan Areas and Council Districts 8 and 9.

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
Engineering & Capital Projects
600 B Street, Suite #800
San Diego, CA 92101
Contact: Carlos Navarro, (619) 527-3106

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))
- Categorical Exemption: 15304 and 15333
- Statutory Exemption: 15282(k) – Other Statutory Exemptions

Reasons why project is exempt: The project has been determined to be exempt from CEQA pursuant to criteria set forth in State CEQA Guidelines Section 15282(k), Other Statutory Exemptions, which includes the installation of new pipeline, or maintenance, repair, restoration, or demolition of existing pipeline that does not exceed one mile in length. None of the exceptions listed in CEQA Guidelines Section 15003.2 apply, therefore this exemption is applicable to the proposed project.

Lead Agency Contact Person: Mark Brunette

Telephone: (619) 446-5379

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? () Yes () No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA



Mark Brunette/Senior Planner

9/17/17

Date

Check One:

- (X) Signed By Lead Agency
() Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4. **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 DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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 re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ “National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 6 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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 DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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**

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

6. **MOBILE METER**

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 8 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 9 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX 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. Epoxy

APPENDIX D

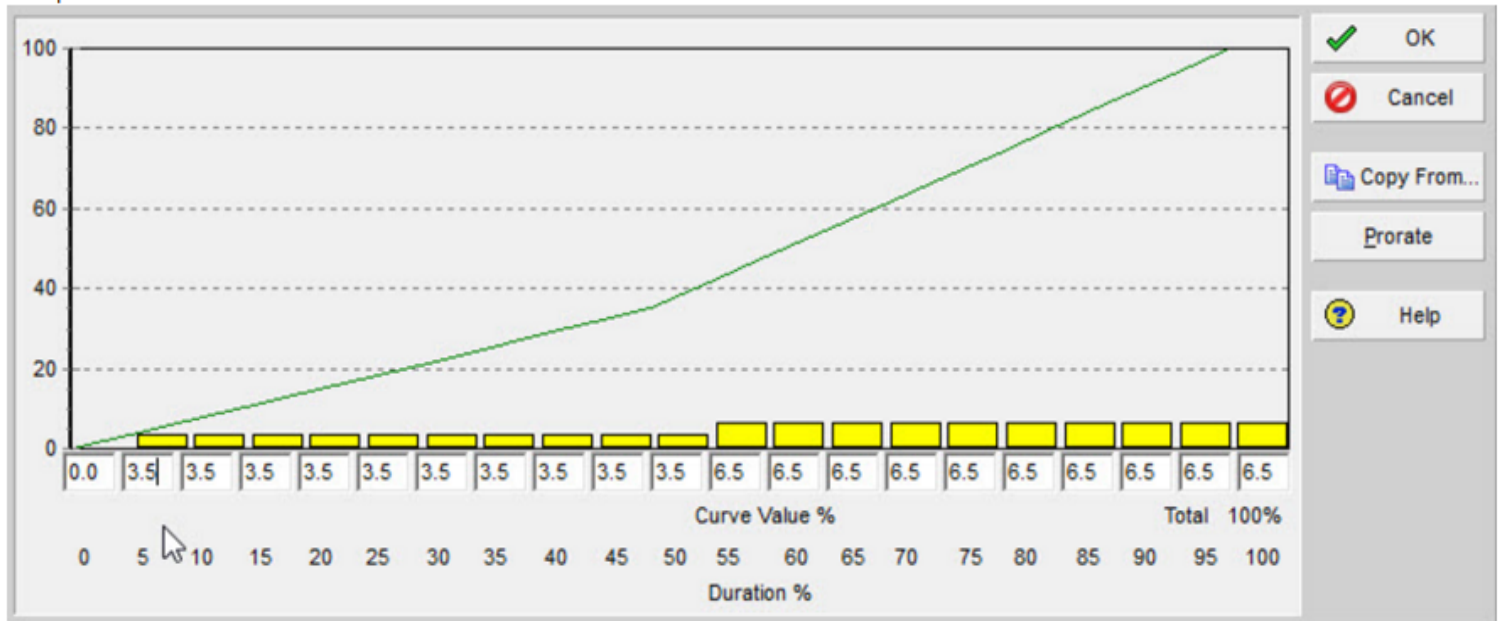
SAMPLE CITY INVOICE WITH SPEND CURVE

Sample Project Spend Curve

Sample Date Entries Required

Incremental Curve Value	0.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	
Duration % Increment	0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%

Sample Screenshot from Primavera P6



APPENDIX E
LOCATION MAPS



Water and Sewer Group 967

SENIOR ENGINEER
Michael Ninh
619-533-7443

PROJECT MANAGER
Ikhlass Shamoun
619-533-4619

PROJECT ENGINEER
Lotous Lenguyen
619-533-4626

CONSTRUCTION PROJECT
INFORMATION LINE
(619) 533-4207



Legend

- New Alignment (Water)
- Replace-in-Place (Water)
- Replace-in-Place (Sewer)
- Abandonment (Water)





Water and Sewer Group 967

SENIOR ENGINEER
Michael Ninh
619-533-7443

PROJECT MANAGER
Ikhlass Shamoun
619-533-4619

PROJECT ENGINEER
Lotous Lenguyen
619-533-4626

CONSTRUCTION PROJECT
INFORMATION LINE
(619) 533-4207



Legend

- New Alignment (Water)
- Replace-in-Place (Water)
- Replace-in-Place (Sewer)
- Abandonment (Water)



APPENDIX F
MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf), and as follows:

Project Name:		WBS or IO No.:		Contract No.:							
QSP Conducting Tests:				*Signature of QSP:							
BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE				*By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.							
Event #	Discharge Location ¹	Discharge Description ²	Category ³	Sampling ⁴				Limit	Exceedance?		Notes
				Measurement	Unit	Time	Result		No	Yes	
1	<p><u>Location</u></p> <p><u>Start Date</u></p> <p><u>Start Time</u></p> <p><u>End Time</u></p> <p><u>End Date</u></p>	<input type="checkbox"/> Scheduled <input type="checkbox"/> Emergency	<input type="checkbox"/> Chlorinated ⁵ <input type="checkbox"/> > 1 acre-foot (325,850 gal) ⁵ <input type="checkbox"/> Chollas Creek ⁵ <input type="checkbox"/> Groundwater Well ⁵ <input type="checkbox"/> Other ⁵ _____	Volume (estimate)	gal	Diverted	X				
					gal	To Sewer					
					gal	To Storm Drain					
					gal	Total					
				Chlorine <i>(Minimum samples first 10, first 60, and last 10 minutes)</i>	mg/L		0.1 mg/L =Exceedance				
				Turbidity <i>(Minimum samples first 10, first 60, and last 10 minutes)</i>	NTU		20 NTU =Exceedance for Surface Waters				
				PH <i>(Minimum samples first 10, first 60, and last 10 minutes)</i>	Units		225 NTU = Exceedance for Ocean				
				Additional Samples <i>(Chollas Creek Only)</i>	mg/L	Total Hardness	Range 6.0 to 9.0				
					mg/L	Copper					
					mg/L	Lead					
					mg/L	Zinc					

See Instructions on Sheet 2

Revised 3/8/2017

Receiving Water Monitoring

1) Go to the location where the discharge enters the receiving water.

- Accessible
 Unable to Determine
 No Safe Access

2) If accessible, take pictures and complete the visual monitoring table below. If unable to determine, notify the RE. If no safe access, stop here.

Visual Monitoring		
<u>Is the discharge into the receiving water...</u>		
...causing erosion	<input type="checkbox"/> Yes	<input type="checkbox"/> NO
...carrying floating or suspended matter	<input type="checkbox"/> Yes	<input type="checkbox"/> NO
...causing discoloration	<input type="checkbox"/> Yes	<input type="checkbox"/> NO
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes	<input type="checkbox"/> NO
...observed with visible film	<input type="checkbox"/> Yes	<input type="checkbox"/> NO
...observed with an sheen or coating	<input type="checkbox"/> Yes	<input type="checkbox"/> NO
...causing potential nuisance conditions	<input type="checkbox"/> Yes	<input type="checkbox"/> NO

3) If all answers are no, stop here. If any answers are yes, take pictures, document and immediately notify the RE

Instructions

- 1) Summarize the location of the discharge by connection location. For example: Albatross St (4th Av to 5th Av). Include the start date and time and the end date and time
- 2) Please select either scheduled or emergency. Scheduled discharges are those that the City knows in advance, for example CIP group jobs. Emergency discharges are those un planned discharges that the City is unaware of until after the discharge has commenced. PWD will only report on emergencies associated with CIP projects.
- 3) Select chlorinated, >1 acre-foot, well development or rehabilitation, or other discharges. Chlorinated are discharges of water that is dosed with chlorine in order to adequately sanitize and disinfect drinking water system facilities. Discharges >1 acre-foot are large discharges that are greater than 325,850 gallons, are not chlorinated, or not from a groundwater well. Chollas Creek are discharge located in the Chollas HSA, No. 908.22 as designated on the plans. Groundwater wells are projects associated with wells including development and rehabilitation.
- 4) Sampling Requirements:

Category	Measure	Limit
Emergency	Volume, Estimate	N/A
Chlorinated	Volume, Estimate	N/A
	Chlorine, Field	0.10 mg/L
	Turbidity, Visual	20 NTU (surface water) or 225 NTU (ocean)
	Estimate	
>1 ac-ft (325,850 gal)	pH, Field	6.0 to 9.0
	Volume, estimate	N/A
	Chlorine, Field	0.10 mg/L
	Turbidity, Visual	20 NTU (surface water) or 225 NTU (ocean)
Additional for Chollas Creek	Estimate	
	pH, Field	6.0 to 9.0
	Total Hardness (Lab)	
	Copper (Lab)	
	Lead (Lab)	
	Zinc (Lab)	

Revised 3/8/2017

Use Additional Sheets as necessary

Submit completed form to Resident Engineer at end of month

APPENDIX G
CALTRANS PERMIT

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2012)

Permit No. 11-17-NUT-0021	
Dist/Co/Rte/PM 11-SD-15/M5.02	
Date APRIL 11, 2017	
Fee Paid \$ EXEMPT	Deposit \$ EXEMPT
Performance Bond Amount (1) \$ 0.00	Payment Bond Amount (2) \$ 0.00
Bond Company N/A	
Bond Number (1) N/A	Bond Number (2) N/A

In compliance with (Check one):

- Your application of **JANUARY 9, 2017**
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

CITY OF SAN DIEGO
525 B STREET, SUITE 750

TO: SAN DIEGO, CA 92101

ATTN: IKHLASS SHAMOUN
PHONE: 619-533-4619

, PERMITTEE

And subject to the following, PERMISSION IS HEREBY GRANTED to:

enter upon State Highway right of way in San Diego County, City of San Diego, on Route 15, post mile M5.02 to trench to replace 90 feet of 12-inch water main on El Cajon Boulevard, as shown on the attached plans, in accordance with the requirements and conditions contained herein and as further directed or approved by the State's Inspector, Rahi Nikravesh, cell number (858) 688-1605, or e-mail at rahi.nikravesh@dot.ca.gov.

The State's Inspector shall be notified ten working days prior to starting work.

Permittee shall also call Christopher Piquette, telephone number (619) 572-8520, at least ten working days prior to starting work and arrange for electrical markout. Caltrans electrical facilities may be affected by this work.

Working hours shall be as directed or approved by the State's Inspector and in accordance with the attached traffic lane requirement chart nos. 1, 2, 3 and 4.

(CONTINUED)

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER

The following attachments are also included as part of this permit (Check applicable):

- Yes No General Provisions
- Yes No Utility Maintenance Provisions
- Yes No Special Provisions
- Yes No A Cal-OSHA permit, if required: Permit No. _____
- Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes No Water Pollution Control Plan

In addition to fee, the permittee will be billed actual costs for:

- Yes No Review
- Yes No Inspection
- Yes No Field Work

(If any Caltrans effort expended)

Yes No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

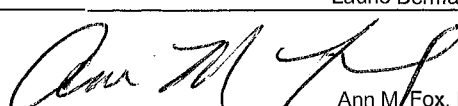
This permit is void unless the work is complete before **OCTOBER 31, 2017.**

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

AZ:az
cc: Permits
AHerrera, Reg. Mgr.
RNikravesh, Inspector
CPiquette, Elec. Maint.
Permittee

APPROVED:

Laurie Berman, District Director


Ann M. Fox, District Permit Engineer

CITY OF SAN DIEGO
11-17-NUT-0021
APRIL 11, 2017
PAGE TWO

The following District Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a Permittee convenience. Permittee's attention is directed to the current Department Standard Specifications for complete, unabridged, specification requirements.

Once begun, that portion of the work within the State Highway right of way shall be prosecuted to completion as rapidly as possible.

All personnel on foot within the State Highway right of way shall wear personal protective equipment, including safety glasses, hard hats and American National Standards Institute (ANSI) compliant Class II vests. In addition, all personnel working at night, on foot within the State Highway right of way shall wear ANSI Class III warning garments.

The Permittee is responsible for locating and protecting all utilities both underground and aerial. Any costs incurred for locating and protecting and/or relocating any utilities shall be borne by the Permittee.

No vehicles or equipment shall be parked within the highway right of way at any time, except for those vehicles or that equipment actually engaged in the work, during the working hours specified herein.

Notwithstanding General Provision No. 4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A fee/deposit of \$1,968 is required at the time of application. Also, your contractor must submit proof that they have obtained executed bonds in accordance with General Provision No. 24.

The Permittee's Contractor is responsible for the actual cost of inspection, which may be more or less than the deposit. Permittee will also be responsible for the actual cost of mark-out by Caltrans personnel. A bill or refund shall be sent upon satisfactory completion of the work. Payment of any bill is a condition of the permit.

Permittee's Contractor shall also prepare and submit for review and approval four (4) sets of the Water Pollution Control Program (WPCP) as part of their encroachment permit application. No work shall begin until the WPCP is approved by the Department.

Permittee's Contractor shall also remove the abandoned fire hydrant stand and the connecting pipes as part of the permit.

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Encroachment Permit Underground Utility Provisions dated March, 2013.

CITY OF SAN DIEGO
11-17-NUT-0021
APRIL 11, 2017
PAGE THREE

The State of California, Department of Transportation, makes no assurance or expressed warranty that the plans are complete or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by Permittee as directed by the State's Inspector at no cost to the State.

All work shall be coordinated with the State highway contractor's operations and under no circumstances shall the work granted herein interfere. All standards of construction shall be identical to similar work performed under adjacent highway contract.

Traffic control when permitted or directed by the State's Inspector, shall consist of closing the shoulder in accordance with attached Caltrans 2015 Standard Plans RSP T9, RSP T10A (Shoulder Closure) and attached Traffic Control Plans, Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (California MUTCD) 2014 Edition, Section 12 "Temporary Traffic Control" of Caltrans 2015 Standard Specifications, and these Special Provisions.

When existing pedestrian facilities are disrupted, closed, or relocated in a Temporary Traffic Control zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility as determined by the State's Inspector. Where pedestrians with visual disabilities normally use the closed sidewalk, a barrier that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Permittee shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

Sidewalk shall be sawcut to an existing expansion joint or scoreline. New concrete shall match existing concrete color, texture and score pattern.

Curbs and gutters shall be installed over 6 inches of Class 2 Aggregate Base. Sidewalks shall be placed over 4 inches of Class 3 Aggregate Subbase.

Pavement shall be sawcut a minimum of 0.2 foot deep prior to paving.

All open trenches within the improved area shall be backfilled, compacted and temporary repairs made to the surfacing before leaving the job site at the end of the working day. In lieu of temporary repairs, steel plate bridging may be allowed if approved by the State's Inspector prior to the start of work. Permanent paving shall be placed within five working days after completion of the above work. Permanent backfill and paving shall conform to the attached ENCROACHMENT PERMIT TRENCH DETAIL dated September, 2006 and the attached BACKFILL REQUIREMENTS.

**CITY OF SAN DIEGO
11-17-NUT-0021
APRIL 11, 2017
PAGE FOUR**

When steel plate bridging is used, the attached Steel Plate Bridging Special Provisions will apply in addition to the attached General Provisions.

Your attention is directed to Standard Specifications Section 5-1.36 "Property and Facility Preservation" and Business and Professions Code, Section 8771. Permittee shall physically inspect the work site and locate survey monuments prior to work commencement. Monuments that might be disturbed shall be referenced or reset in accordance with Business and Professions Code.

If feasible, monuments should not be set within the traveled way. All monuments that must be set or perpetuated in paved surfaces, shall be constructed in accordance with Caltrans Standard Specification Section 78-2, "Survey Monuments" and Standard Plan A74, Type D, or equal with prior approval of the District Survey Engineer.

Copies of Corner Records or Record of Surveys recorded in compliance with the Business and Professions Code shall be forwarded to the District Surveys Engineer.

The Permittee shall retain a Civil Engineer, licensed to practice in California, who shall upon completion of the placement or regrading of materials requiring compaction, furnish to the State's Inspector, a report certifying that the compaction work has been accomplished in accordance with Caltrans Standard Specifications and Standard Plans. Compaction testing, in accordance with Caltrans testing procedures and policies, shall be performed by a certified testing laboratory. Copies of the test shall accompany the engineer's report.

At least fourteen days prior to the start of work, Permittee's Contractor shall prepare and submit to the Permit Inspector for review and approval by the District 11 Bridge Engineer, a project specific shoring plan and calculations for any trench 5 feet deep or greater. The shoring plan must be designed, stamped, and signed by a California Registered Civil or Structural Engineer unless the contractor elects to use the Construction Safety Order Details from the California Department of Safety and Health, Title 8 of the California Administration Code. No work shall begin until the shoring plans are approved by the Engineer.

If any component of the ADA-Ramps damaged during the progress of the work, the Permittee's Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The provisions in this section will not relieve the Permittee from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, of the Standard Specifications.

Upon completion of the work, the attached card shall be completed and returned.

ENCROACHMENT PERMIT RIDER

TR-0122 (REV. 6/99)

Collected By EP	Permit No. 11-17-NUT-0021 R1
Rider Fee Paid \$ EXEMPT	Dist/Co/Rte/PM 11-SD-15/M5.02
Date SEPTEMBER 8, 2017	Rider Number 11-17-NRT-0658

TO:

CITY OF SAN DIEGO
525 B STREET, SUITE 750
SAN DIEGO, CA 92101

ATTN: IKHLASS SHAMOUN
PHONE: (619) 533-4619

, PERMITTEE

In compliance with your request of AUGUST 30, 2017, we are hereby amending the above numbered encroachment permit as follows:

Date of completion extended to: **MARCH 31, 2018.**

TIME EXTENSION ONLY.

Except as amended, all other terms and provisions of the original permit shall remain in effect.

EP:ep

cc: Permits

AHerrera, Reg. Mgr.
RNikraves, Inspector
CPiquette, Elec. Maint.
Permittee

APPROVED:

Laurie Berman, District Director

BY:



Gerard Chadergian, District Permit Engineer

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

FM 91 1437

ENCROACHMENT PERMIT RIDER

TR-0122 (REV. 6/99)

Collected By EP	Permit No. 11-17-NUT-0021 R2
Rider Fee Paid \$ EXEMPT	Dist/Co/Rte/PM 11-SD-15/M5.02
Date MARCH 28, 2018	Rider Number 11-18-NRT-0235

TO: []
 CITY OF SAN DIEGO
 525 B STREET, SUITE 750
 SAN DIEGO, CA 92101

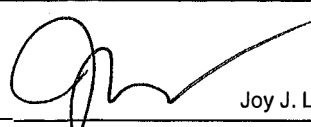
 ATTN: IKHLASS SHAMOUN
 PHONE: (619) 533-4619
 [] , PERMITTEE

In compliance with your request of MARCH 20, 2018, we are hereby amending the above numbered encroachment permit as follows:

Date of completion extended to: **MARCH 31, 2019**

1. TIME EXTENSION AS INDICATED ABOVE.
2. CHANGE THE INSPECTOR NAME FROM RAHI NIKRAVESH TO DOUGLAS HOOPER AT (858) 688-1605 OR EMAIL AT DOUGLAS.HOOPER@DOT.CA.GOV

Except as amended, all other terms and provisions of the original permit shall remain in effect.

EP:jc cc: Permits AHerrera, Reg. Mgr. DHooper, Inspector CPiquette, Elec.Maint. Permittee	APPROVED: Tim Gubbins, Acting District Director
	BY:  Joy J. Lee, District Permit Engineer

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

APPENDIX H
HAZARDOUS LABEL/FORMS

**HAZARDOUS
WASTE**

**STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES**

GENERATOR NAME _____

ADDRESS _____ 24 HR. PHONE () _____

CITY _____ STATE _____ ZIP _____

EPA ID NO. _____ MANIFEST DOCUMENT NO. _____

EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ / /

CONTENTS, COMPOSITION _____

PROPER DOT SHIPPING NAME _____

TECHNICAL NAME (S) _____

UN/NA NO. WITH PREFIX _____

PHYSICAL STATE HAZARDOUS PROPERTIES FLAMMABLE TOXIC
 SOLID LIQUID CORROSIVE REACTIVE OTHER _____

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

APPENDIX I
LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

This Long-Term Revegetation Maintenance Contract (LTRMC) is made and entered into by and between the City of San Diego (City), a municipal corporation, and Burtech Pipeline Inc. (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

RECITALS

- A.** Concurrent with execution of this LTRMC, the Parties entered into a general contract (Construction Contract) for the construction of **Water and Sewer Group 967** (Project), WBS/IO number **B-12058 and B-15145**, Bid No. **K-19-1781-DBB-3**.
- B.** In accordance with the Construction Contract, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Water and Sewer Group 967** (Maintenance Requirements). The performance of the terms of this LTRMC shall commence immediately upon completion of performance of the Construction Contract.
- C.** The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTRMC.

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

INTRODUCTORY PROVISIONS

- A. Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTRMC by this reference.
- B. Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTRMC are incorporated into this LTRMC by this reference.
- C. Contract Term.** This LTRMC shall be effective upon completion of the Plant Establishment Period as described in Attachment E, SECTION 6-1.1 of the Construction Contract, and it shall be effective until completion of the Work, described in Section 1.1 below.
- D. Terms and Conditions.** This LTRMC is subject to the terms and conditions of the Construction Contract included in The GREENBOOK and The WHITEBOOK i.e., Part 1, Part 8 Sections 800, through 802 and The WHITEBOOK EOCP Section except as follows.

E. Partial Release of Payment Bond and Performance Bond

- 1. Performance of Contract in Two Phases.** There are two separate phases of work to be performed by the Contractor under this Contract. The first phase covers the work involved in the original agreement as described in this agreement ("Phase 1 Work"). The second phase covers the work involved in the long-term maintenance of the plants contained within the Revegetation Area after Phase 1 Work has been completed ("Phase 2 Work").
- 2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:
 - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards ("Notice of Completion").
 - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment guarantee provided under the Payment Bond for this Project, and the Performance guarantee provided under the Performance Bond for this Project, may be partially released, and thereby reduced, to an amount sufficient to cover all Phase 2 Work on this Project, with the remaining value of each bond type to be set and maintained through the date of completion of Phase 2 Work at a value not less than Four and Twenty Four Hundredths Percent (4.24%) of the Project's highest bond value for each bond type, but under no circumstances to be reduced to less than the actual cost of completion of all Phase 2 Work for this Project, whichever is higher ("Partial Bond Release").
- 3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default.

SECTION 1 - MAINTENANCE CONTRACT SUMMARY

- 1.1. General.** The Contractor shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as Exhibit A in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in the written in Exhibit A, at the direction of the City.
- 1.2. Work Schedule.** After receiving notification from the City, the Contractor shall create a comprehensive schedule of Work for performance of this LTRMC (Schedule) for the City's approval. The Schedule shall include routine work and inspection and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

- 1.3. Commencement of Work & Maintenance Period.** This LTRMC shall commence when the City approves of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with SECTION 802 of the Construction Contract and shall continue for **25** months. A copy of the approval form is attached as Exhibit B.
- 1.4. Performance of Work.** The Work shall be performed in accordance with the manufacturer's **recommendations** for each piece of equipment used in performance by the Contractor of this LTRMC.
- 1.5. License.** The Contractor shall hold the following licenses in good standing:
- a) C-27 State Contractor's License. Alternatively, the Contractor shall retain the services of a Subcontractor with a C-27 State Contractor's License.
 - b) Pest Control Advisor's License. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.
 - c) Registration with the County Agriculture Commission.
 - d) Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.
 - e) City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. See Exhibit C.

- 1.6. Hours of Performance.** The Contractor shall perform the Work between the hours of **6:00 a.m. and 6:00 p.m., Monday through Friday** (Working Hours). The City may, in its sole discretion, grant permission to Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to area residents, shall not begin before 7:00 a.m.

SECTION 2 - ADMINISTRATION

- 2.1. Contract Administrator.** The Public Works Department is the Contract Administrator for the LTRMC. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this LTRMC and the Contractor's performance of the Work rendered hereunder. When this LTRMC refers to communications to or with City, those communications shall be with the City, unless the City or this LTRMC specifies otherwise. Further, when this LTRMC requires an act or approval by City, that act or approval will be performed by the City.

- 2.2. Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during Normal Working Hours and who is authorized to discuss matters pertaining to this LTRMC with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.
- 2.3. Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to Contractor for immediate disposition. The Contractor shall provide City with a 24 hour emergency telephone number for this purpose.
- 2.4. Staffing.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this LTRMC.
- 2.5. Contractor Inspections.** The Contractor shall perform inspections of the Work site and prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

PART 3: WORK SITE MAINTENANCE

- 3.1. Use of Chemicals.** The Contractor shall submit to City for approval sample labels and MSDS for all chemical herbicides, rodenticides and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTRMC. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to City along with Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2. Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with instructions from the Project Biologist. The

Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor under this LTRMC, or other penalties.

If Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and where appropriate the State of California, the County Water Authority, or other legal entity shall be solely the responsibility of the Contractor, and may be deducted from the monthly payment to be made to the Contractor under this LTRMC.

- 3.3. Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTRMC.
- 3.4. Satisfactory Progression.** If the Revegetation Area is not progressing towards the required 100% Cover, as defined in the Scope of Work, in accordance with the Work Schedule, as determined by City, City may adjust monthly payments to Contractor accordingly.

SECTION 4: COMPENSATION

- 4.1. Maximum Compensation.** The compensation for this LTRMC shall not exceed \$34,500.00 (Contract Price).

Wage Rates. Refer to the Construction Contract for Prevailing wages requirements for this LTRMC.

- 4.2. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding of payment by the City.
- 4.3.**

Final Payment. The Contractor shall not receive the final payment until the following conditions have been completed to the City's satisfaction:

- 4.4.** The item(s) of the work subject to this maintenance coverage as specified in Exhibit A (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTRMC.

The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

SECTION 5: BONDS AND INSURANCE

- 5.1. Contract Bonds.** Prior to commencement of the Work, Contractor, at its sole cost and expense, shall provide to City the following bonds issued by a surety authorized to issue bonds in California and otherwise satisfactory to City:

A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

A Performance Bond in an amount not less than the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTRMC.

- 5.2. Insurance.** At all times during the term of this LTRMC, the Contractor shall maintain insurance coverage as specified in the Construction Contract, Section 7-3, "LIABILITY INSURANCE."

The Contractor shall not begin the Work under this LTRMC until it has complied with the following:

- a) Obtain insurance certificates reflecting evidence of insurance as specified in the Construction Contract, Section 7-3, "LIABILITY INSURANCE" for:
 1. Commercial General Liability
 2. Commercial Automobile Liability
 3. Worker's Compensation
- b) Confirm that all policies contain the specific provisions required in Section 7-3, "LIABILITY INSURANCE."

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTRMC.

SECTION 6: MISCELLANEOUS

- 6.1.** Illness and Injury Prevention Program. The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any Work.
- 6.2.** WHITEBOOK, Section 7-13.3, Drug-Free Workplace (As adopted pursuant to City of City Standard Provisions. This LTRMC is subject to the following standard provisions:
1. San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace).
 2. WHITEBOOK, Section 7-13.2, Americans with Disabilities (As adopted pursuant to City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 3. WHITEBOOK, Section 7-13.4, Contractor Standards and Pledge of Compliance (As adopted pursuant to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance).
 4. WHITEBOOK, Section 7-13.6.1, Notice of Labor Compliance Program Approval (As adopted pursuant to the City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249)).
 5. WHITEBOOK, Section, 7-13.7, Apprentices on Public Works (As adopted pursuant to 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.
 6. WHITEBOOK, Section 7-13.5, Equal Benefits (As adopted pursuant to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code.
 7. WHITEBOOK, Section 2-17, Information Security Policy (As adopted pursuant to the City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 6.3. Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTRMC.
- 6.4. Assignment.** The Contractor shall not assign the obligations under this LTRMC, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this LTRMC, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

- 6.5. Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this LTRMC that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.
- 6.6. Covenants and Conditions.** All provisions of this LTRMC expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7. Jurisdiction, Venue, and Attorney's Fees.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTRMC, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.
- 6.8. Successors in Interest.** This LTRMC and all rights and obligations created by this LTRMC shall be in force and effect whether or not any Parties to this LTRMC have been succeeded by another entity, and all rights and obligations created by this LTRMC shall be vested and binding on any Party's successor in interest.
- 6.9. Integration.** This LTRMC and the exhibits, attachments, and references incorporated into this LTRMC fully express all understandings of the Parties concerning the matters covered in this LTRMC. No change, alteration, or modification of the terms or conditions of this LTRMC, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this LTRMC agreed to by both Parties. All prior negotiations and agreements are merged into this LTRMC.
- 6.10. Counterparts.** This LTRMC may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11. No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this LTRMC, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTRMC, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this LTRMC, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12. Severability.** The unenforceability, invalidity, or illegality of any provision of this LTRMC shall not render any other provision of this LTRMC unenforceable, invalid, or illegal.

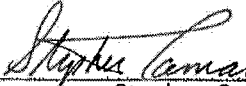
AT LEAST 1 PARAGRAPH OF THIS LTRMC MUST BE ON SAME PAGE SIGNATURES.

6.13. Signing Authority. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

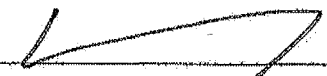
IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

Dated this 10th day of April, 2019.

THE CITY OF SAN DIEGO

By: 
Stephen Samara
Principal Contract Specialist
Public Works Department

I HEREBY CERTIFY I can legally bind **Burtech Pipeline Inc.** and that I have read this entire contract, this 23rd day of January, 2019.

By: 
Printed Name: Dominic J. Burtech
Title: President & CEO

I HEREBY APPROVE the form of the foregoing Contract this

10th day of April of 2019.

Mara W. Elliott, City Attorney


By: 
Printed Name: Pedro De Lara, Jr.
Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

NOTE TO PM: INSERT SPECIFICATIONS THAT APPLY TO THIS PROJECT

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on those Specifications and Drawings numbered **38335-L1-D** through **38335-L9-D** (Specifications), which are incorporated into this contract by this reference as though fully set forth herein.
- II. **Description of Work.** The Contractor shall maintain and monitor the Revegetation Area during the Monitoring Program in accordance with this contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The work also includes biological monitoring of the Revegetation Area according to the schedule and methods specified in the Revegetation Plan. The monitoring work shall include all reporting tasks specified in the Revegetation plan.

- III. **Method of Performing Work.**

- A. Irrigation. Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTRMC.
 1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
 2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this

supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.

3. Irrigation shall be accomplished as follows:
 - a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
 - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
 - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
 - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
4. Maintenance of Irrigation System. The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.
 - a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves

and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.

b) Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.

5. Operation of Automatic Irrigation Controllers. Where the operation of automatic irrigation controllers is required as part of this LTRMC, Contractor shall:

a) Not duplicate any coded City key furnished by City for access and operation of the controller;

b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;

c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and

d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

B. Pruning Shrubs and Ground Cover Plants. The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:

1) Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.

2) Prevent encroachment of passage ways, walks, streets, or view of signs; and

3) Prevent encroachment in any manner deemed objectionable by City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2" in diameter with an approved pruning paint when required by City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by City. The Contractor shall not use growth regulators.

C. Tree Maintenance. Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning to promote the best growth habits, appearance, and health of all trees and container plants, and to prevent encroachment which is in any manner deemed undesirable by City, in accordance with instructions from the Project Biologist. The Contractor is responsible for tree pruning that can be accomplished

with a 12' pole saw by a worker standing on the ground. The Contractor shall not top trees.

- 1) Potential Hazards. The Contractor shall notify City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
- 2) Replacement. The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by City. The Contractor shall replace trees in kind and size as determined by City. If there is a difference in value between the tree lost and the replacement tree, City will deduct the difference from payment to be made under this LTRMC. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
- 3) Staking. The Contractor shall securely stake any newly planted trees and other trees needing support with 2 "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.

D. Fertilization. Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist to meet the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule Prior to any fertilization, Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTRMC. All fertilization shall first be approved by the Project Biologist.

- 1) Contractor shall notify City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTRMC. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by City and Contractor's copy shall be signed by City, on site, before any fertilizer may be used.

- 2) Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
 - 3) If deemed necessary by City to achieve required results, Contractor shall apply other materials as directed by City, including:
 - a) iron chelate;
 - b) soil sulfur;
 - c) gypsum; or
 - d) surfactant enzymes such as Sarvon or Naiad.
 - 4) Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.
- E. Weed Removal. Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.
- F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify City within 4 days if disease or insect or rodent infestation is discovered. In its notice to City, Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of City, Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of City.
- 1) All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
 - 2) Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.

- G. Plant Replacement. Except as provided in Section H below, Contractor shall notify City within 4 days of the loss of plant material due to any cause.
- 1) Contractor shall at no cost to City replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City.
 - 2) If so directed by City, Contractor shall replace any plant damaged or lost that is not a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor.
 - 3) City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When City determines such replacement should occur, Contractor shall replace the plants as directed by City. City will pay for materials and labor.
- H. Damage Reports. The Contractor shall notify City within 24 hours of any damage to the Work Area caused by accident, vandalism or theft.
- I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTRMC. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
- 1) Contractor Generated Litter. The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other Work required by this LTRMC. Immediately after working in streets, park walks, gutters, driveways, and paved areas, Contractor shall clean them in accordance with all applicable laws.
 - 2) Third Party Generated Litter. Upon discovery Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- J. Monitoring: The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the revegetation area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist will be an individual or team of individuals with 4-year degree(s) in botany, ecology, landscape architecture or a related field, and demonstrated experience in upland and riparian community restoration.

EXHIBIT B

INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE "2015 WHITEBOOK", PART 8 SECTION 802

EXHIBIT C

LICENSE DATA SHEET

State Contractor License Classification and Number: 718202 Class A

Name of License Holder: BURTECH PIPELINE INCORPORATED

Expiration Date: 10/31/2020

Pest Control Applicator's Name: _____

License Number: _____

Expiration Date: _____

Pest Control Advisor's Name: _____

License Number: _____

Expiration Date: _____

City of San Diego Business License Number: B1996002066

Expiration Date: JANUARY 31, 2020

APPENDIX J
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

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



CONSTRUCTION NOTICE

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• "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

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:

Photo 1



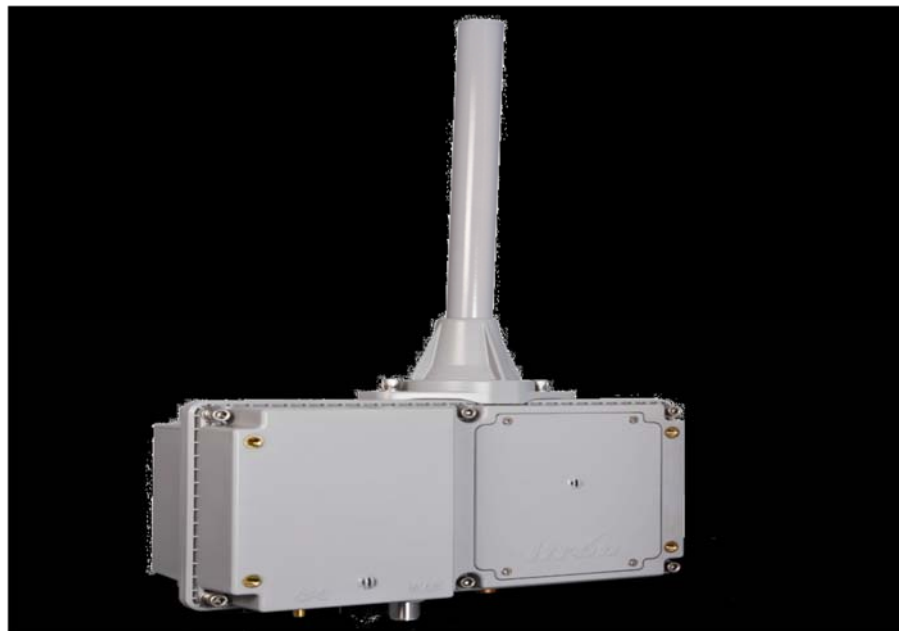
- B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

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

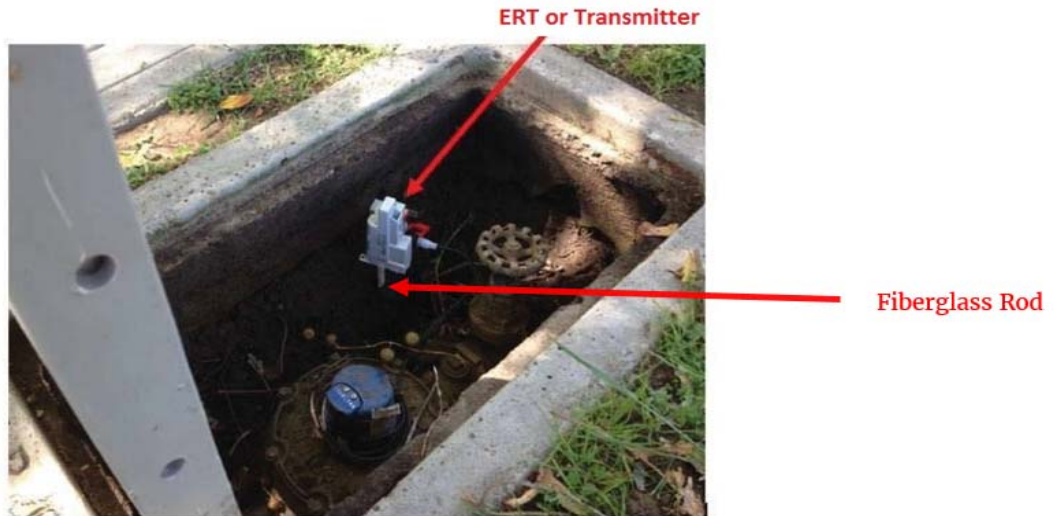


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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:

Photo 7



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
RESERVED

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 **Burtech Pipeline, Inc.**, herein called "Contractor" for construction of **Water and Sewer Group 967**; Bid No. **K-19-1781-DBB-3**; in the amount of **Eight Hundred Thirteen Thousand Four Hundred Sixty Nine Dollars and Zero Cents (\$813,469.00)**, which is comprised of the Base plus Alternates.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement, Long-Term Revegetation Maintenance Agreement.
 - (e) That certain documents entitled **Water and Sewer Group 967**, on file in the office of the Public Works Department as Document No. **B-12058 and B-15145**, 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 **Water and Sewer Group 967**, Bid No. **K-19-1781-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

Mara W. Elliott, City Attorney

By Stephen Samara

By Pedro De Lara, Jr.

Name: Stephen Samara
Principal Contract Specialist
Public Works Department

Print Name: Pedro De Lara, Jr.
Deputy City Attorney

Date: 4/5/2019

Date: 4/9/19

CONTRACTOR

By Dominic J. Burtech

Print Name: Dominic J. Burtech

Title: President & CEO

Date: January 23, 2019

City of San Diego License No.: B1996002066

State Contractor's License No.: 718202

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000006324

CERTIFICATIONS AND FORMS

The Bidder / Proposer, by submitting its electronic bid or proposal, 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 submission 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.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS 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 Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "Americans With Disabilities Act", of the project specifications, and that:

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONTRACTOR CERTIFICATION

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.

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

AFFIDAVIT OF DISPOSAL

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

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

Water and Sewer Group 967

(Project Title or Task)

as particularly described in said contract and identified as Bid No. **K-19-1781-DBB-3**; SAP No. (WBS/IO/CC) **B-12058 and B-15145**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** 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	DIR Registration Number	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: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

- ⓐ 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		
- ⓑ As appropriate, Bidder shall indicate if Subcontractor is certified by:

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

*** FOR USE WHEN LISTING SUBCONTRACTORS ON ALTERNATES ***

TO BE SUBMITTED WITH OTHER REQUIRED FORMS

(Use Additional Sheets As Needed)

ALTERNATE A

SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u> NONE </u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

*** FOR USE WHEN LISTING SUBCONTRACTORS ON ALTERNATES ***
TO BE SUBMITTED WITH OTHER REQUIRED FORMS
 (Use Additional Sheets As Needed)

ALTERNATE B

SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ NONE Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

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**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)**

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 Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That BURTECH PIPELINE, INCORPORATED as Principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

WATER AND SEWER GROUP 967

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

SIGNED AND SEALED, this 18TH day of DECEMBER, 20 18

BURTECH PIPELINE, INCORPORATED (SEAL)
(Principal)

NORTH AMERICAN SPECIALTY
INSURANCE COMPANY (SEAL)
(Surety)

By: 
DOMINIC J. BURTECH, JR., PRESIDENT

By: 
MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

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 San Diego }

On 1/2/19 before me, Arthur P. Arquilla, Notary Public
(Here insert name and title of the officer)

personally appeared Dominic Bertech
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

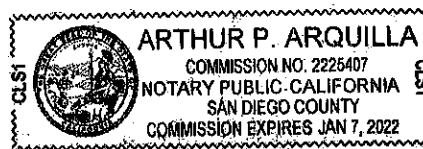
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Arthur P. Arquilla

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, 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 law.

- State and County information must be the State and County where the document 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.
- 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).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- 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 information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this 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, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

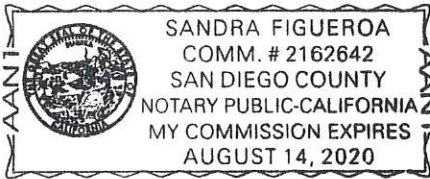
CIVIL CODE § 1189

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

State of California }
County of SAN DIEGO }

On 12/18/2018 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature *Sandra Figueroa*
Signature of Notary Public

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: MARK D. IATAROLA

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 of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

SWISS RE CORPORATE SOLUTIONS

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 Overland Park, Kansas, 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 Overland Park, Kansas, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MARK D. IATAROLA, AND SANDRA FIGUEROA

HELEN E. WHEALDON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th 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 [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 12 day of JANUARY, 2018, 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.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary 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 18th day of DECEMBER, 2018.

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

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- 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				

Contractor Name: BURTECH PIPELINE INCORPORATED

Certified By DOMINIC J. BURTECH Title PRESIDENT & CEO
Name


Signature Date JANUARY 2, 2019

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name BURTECH PIPELINE INCORPORATED	DBA
Street Address 102 SECOND STREET,	City ENCINITAS,
	State CA
	Zip 92024
Contact Person, Title BUDDY AQUINO, ESTIMATOR	Phone (760) 634-2822
	Fax (760) 634-2415

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

- * The precise nature of the interest includes:
- the percentage ownership interest in a party to the transaction,
 - the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
 - the value of any financial interest in the transaction,
 - any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
 - any philanthropic, scientific, artistic, or property interest in the transaction.

- ** Directly or indirectly involved means pursuing the transaction by:
- communicating or negotiating with City officers or employees,
 - submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
 - directing or supervising the actions of persons engaged in the above activity.

Name DOMINIC J. BURTECH	Title/Position PRESIDENT & CEO
City and State of Residence ENCINITAS, CALIFORNIA	Employer (if different than Bidder/Proposer)
Interest in the transaction 51%	

Name JULIE J. BURTECH	Title/Position EXEC. VP & SECRETARY
City and State of Residence ENCINITAS, CALIFORNIA	Employer (if different than Bidder/Proposer)
Interest in the transaction 49%	

*** Use Additional Pages if Necessary ***

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

Dominic J. Burtech, President & CEO ✓		Jan. 2, 2019
Print Name, Title	Signature	Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

SUBCONTRACTOR LISTING
(OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 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 California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor) - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).**

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

**** USE ADDITIONAL FORMS AS NECESSARY ****

Bid Results

Bidder Details

Vendor Name Burtech Pipeline Incorporated
Address 102 Second Street
 Encinitas, CA 92024
 United States
Respondee BUDDY AQUINO
Respondee Title ESTIMATOR
Phone 760-634-2822 Ext.
Email buddy@burtechpipeline.com
Vendor Type PQUAL,CADIR,Local
License # 718202
CADIR 1000006324

Bid Detail

Bid Format Electronic
Submitted January 2, 2019 1:29:55 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 162838
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Contractors Certification of Pending Actions	Contractors Certification of Pending Actions.pdf	Contractor's Certification of Pending Actions
Mandatory Disclosure of Business Interests	Mandatory Disclosure of Business Interests.pdf	Mandatory Disclosure of Business Interests Form
Subcontractor Listing	Subcontractor Listing.pdf	Subcontractor Listing (Other than First Tier)
Alternate Bid Subcontractor Listing	Alternate Bid Subcontractor Listing.pdf	Subcontractors Additive/Deductive Alternate Form
Bid Bond	Bid Bond.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Main Bid						
1	Bonds (Payment and Performance)					
	524126	LS	1	\$8,000.00	\$8,000.00	
2	Caltrans Encroachment Permit (EOC Type I)					
	237310	AL	1	\$5,000.00	\$5,000.00	
3	Hydrostatic Discharge Testing by QSP					
	237110	LS	1	\$1,100.00	\$1,100.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
4	Sewage Bypass and Pumping Plan (Diversion Plan)					
	237110	LS	1	\$750.00	\$750.00	
5	WPCP Development					
	541330	LS	1	\$750.00	\$750.00	
6	WPCP Implementation					
	237990	LS	1	\$1,500.00	\$1,500.00	
7	Video Recording of Existing Conditions					
	238990	LS	1	\$500.00	\$500.00	
8	Field Orders (EOC Type II)					
		AL	1	\$50,000.00	\$50,000.00	
9	Pavement Restoration Adjacent to Trench					
	237310	SF	705	\$1.00	\$705.00	
10	2" Asphalt Concrete (Per Sheet 7-D)					
	237310	TON	29	\$300.00	\$8,700.00	
11	Concrete Pavement (6-inch Thick)					
	237310	SF	879	\$15.00	\$13,185.00	
12	Remove and Replace Existing Sidewalk					
	237310	SF	20	\$10.00	\$200.00	
13	Additional Curb and Gutter Removal and Replacement					
	237310	LF	10	\$20.00	\$200.00	
14	Curb Ramp (Type A) with Detectable Warning Tiles					
	237310	EA	1	\$8,900.00	\$8,900.00	
15	Removal and Abandonment of Existing Water Facilities (Per Sheet 8-D)					
	237110	LF	3650	\$1.00	\$3,650.00	
16	Large Water Main Abandonment (Per Sheet 8-D)					
	237110	LF	150	\$17.00	\$2,550.00	
17	Handling and Disposal of Non-friable Asbestos Material					
	237110	LF	464	\$10.00	\$4,640.00	
18	Water Main (12 Inch, Class 235)					
	237110	LF	464	\$133.00	\$61,712.00	
19	Water Main (16 Inch, Class 235)					
	237110	LF	440	\$143.00	\$62,920.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
20	Sewer Main (8 Inch)					
	237110	LF	386	\$106.00	\$40,916.00	
21	Butterfly Valve (16 Inch, Class 150B)					
	237110	EA	2	\$4,000.00	\$8,000.00	
22	Water Valve Bypass for T-Mainline 16 Inch and Larger (4 Inch, Class 235)					
	237110	EA	1	\$5,000.00	\$5,000.00	
23	Butterfly Valve (30 Inch)					
	237110	EA	1	\$12,500.00	\$12,500.00	
24	Gate Valve (8 Inch)					
	237110	EA	2	\$2,000.00	\$4,000.00	
25	Gate Valve (12 Inch)					
	237110	EA	1	\$2,700.00	\$2,700.00	
26	Water Service (1 Inch)					
	237110	EA	7	\$3,250.00	\$22,750.00	
27	Blow-Off Valve Assembly (2 Inch)					
	237110	EA	1	\$4,000.00	\$4,000.00	
28	Air and Vacuum (Air Release) Valve Assembly (1 Inch)					
	237110	EA	1	\$4,000.00	\$4,000.00	
29	Manholes (4 ft x 3 ft)					
	237110	EA	3	\$8,000.00	\$24,000.00	
30	Sewer Lateral and Cleanout					
	237110	EA	4	\$2,560.00	\$10,240.00	
31	Video Inspection of Pipelines and Culverts for Acceptance					
	237110	LF	386	\$6.00	\$2,316.00	
32	Striping					
	237310	LS	1	\$500.00	\$500.00	
33	Remove and Replace existing Barricade (Per Sheet 2-D [SD M-9])					
	238990	EA	1	\$1,000.00	\$1,000.00	
34	Clearing and Grubbing (Per Sheet L1-L9)					
	238910	LS	1	\$5,000.00	\$5,000.00	
35	Revegetation and Erosion Control (Per Sheet L1-L9)					
	561730	LS	1	\$171,500.00	\$171,500.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
36	Biological Monitoring and Reporting					
	541330	LS	1	\$31,000.00	\$31,000.00	
37	25-Month Revegetation Maintenance and Monitoring Program					
	541330	LS	1	\$34,500.00	\$34,500.00	
38	Temporary Resurfacing for High-lining					
	237110	TON	3	\$5.00	\$15.00	
39	Mobilization					
	237110	LS	1	\$30,000.00	\$30,000.00	
40	Imported Backfill For Trench					
	237110	TON	5	\$25.00	\$125.00	
41	Temporary Resurfacing					
	237310	TON	13	\$120.00	\$1,560.00	
42	Additional Bedding					
	237110	CY	75	\$1.00	\$75.00	
43	Traffic Control					
	237310	LS	1	\$3,000.00	\$3,000.00	
44	High-lining Removed by the Contractor					
	237110	LF	550	\$1.00	\$550.00	
45	Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16-inch and Larger. (Per Sheet 5-D)					
	237110	LS	1	\$4,000.00	\$4,000.00	
46	Contractor Furnished Materials for the City Forces High-line Work					
	237110	LF	440	\$4.00	\$1,760.00	
47	Contractor Furnished Materials for custom 30x12 inch Tee (Per Sheet 3-D)					
	237110	LS	1	\$4,000.00	\$4,000.00	
48	Pothole, 16" Blind Flange and Thrustblock (Per Note 1, Sheet 8-D)					
	237110	LS	1	\$7,000.00	\$7,000.00	
49	Pothole and Permanent Cut & Plug (Per Note 2, Sheet 8-D)					
	237110	LS	1	\$7,000.00	\$7,000.00	
50	Pothole and Permanent Cut & Plug (Per Note 3, Sheet 8-D)					
	237110	LS	1	\$8,500.00	\$8,500.00	
51	Pothole, 8" Blind Flange and Thrustblock (Per Note 4, Sheet 8-D)					
	237110	LS	1	\$7,000.00	\$7,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
52	Pothole and Permanent Cut & Plug (Per Note 5, Sheet 8-D)					
	237110	LS	1	\$9,000.00	\$9,000.00	
53	Pavement Restoration for Final Connection					
	237110	SF	600	\$20.00	\$12,000.00	
Subtotal					\$714,469.00	
Alternate Items A						
54	High-lining Installation by the Contractor					
	237110	LF	550	\$10.00	\$5,500.00	
Subtotal					\$5,500.00	
Alternate Items B						
55	Connections to The Existing System by Contractor (6 Inch through 12 Inch)					
	237110	EA	3	\$7,000.00	\$21,000.00	
56	Connections to The Existing System by Contractor (16 Inch)					
	237110	EA	2	\$8,000.00	\$16,000.00	
57	Cut-in Tee by Contractor (30 Inch)					
	237110	EA	1	\$42,500.00	\$42,500.00	
58	Cut and Plug by Contractor					
	237110	EA	2	\$7,000.00	\$14,000.00	
Subtotal					\$93,500.00	
Total					\$813,469.00	

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
YBS CONCRETE INC. PO BOX 1197 CHULA VISTA, CA 91911 United States	Bid Items 11-14 for PCC Concrete Works	885270	1000005182	\$30,000.00	LAT,MALE,SLBE,CA DIR
McGrath Consulting PO BOX 2488 El Cajon, CA 92021 United States	Bid Item 5 WPCP Development & Bid Item 3 Testing by QSP	n/a	1000037165	\$1,610.00	ELBE,SDB
HUDSON SAFE-T-LITE RENTALS 777 GABLE WAY EL CAJON, CA 92020 United States	Bid Item 43 - Traffic Control	788289	1000004051	\$1,225.00	SLBE
Busby Biological Services, Inc. 4629 Cass Street #192 San Diego, CA 92109 United States	Bid Items 36 & 37 for Biological Monitoring, Revegetation Monitoring & Maintenance	ELBE	none	\$57,000.00	DBE,ELBE,FEM,SDB, WBE,WOSB
Rectrucking inc 1128 2nd ave Chula vista, CA 91911 United States	Trucking; DMV MCP CA# 439696	Trucking; DMV MCP CA# 439696	1000058932	\$15,000.00	ELBE,LAT,MALE
Payco Specialties, Inc. 120 North Second Ave Chula Vista, CA 91910-1127 United States	Bid Items 32 & 33 for Striping and Barricade	298637	1000003515	\$9,500.00	DBE, WBE
Natures Image 20361 Hermana Circle Lake Forest, CA 92630 United States	Bid Item 35 for Revegetation & Erosion Control	720513	1000003271	\$154,043.00	CAU,FEM,CADIR,W BE,WOSB,PQUAL

Bid Results

Name & Address	Description	License Num	CADIR	Amount	Type
California Asphalt Paving and Grading 674 Alagria pl. Chula Vista, CA 91910 United States	Bid Items 9-10 and all Ac Trench Grind and Paving	1033358	1000053679	\$35,000.00	ELBE,LAT,MALE

Line Totals	(Unit Price	* Quantity)						
Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Burtech Pipeline Incorporated - Unit Price	Burtech Pipeline Incorporated - Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	2-4.1	LS	1	\$8,000.00	\$8,000.00
2	Main Bid	237310	Caltrans Encroachment Permit (EOC Type I)	7-5.3	AL	1	\$5,000.00	\$5,000.00
3	Main Bid	237110	Hydrostatic Discharge Testing by QSP	7-8.6.5.2	LS	1	\$1,100.00	\$1,100.00
4	Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	7-8.5.4	LS	1	\$750.00	\$750.00
5	Main Bid	541330	WPCP Development	7-8.6.4.2	LS	1	\$750.00	\$750.00
6	Main Bid	237990	WPCP Implementation	7-8.6.4.2	LS	1	\$1,500.00	\$1,500.00
7	Main Bid	238990	Video Recording of Existing Conditions	7-9.1.1	LS	1	\$500.00	\$500.00
8	Main Bid		Field Orders (EOC Type II)	9-3.5	AL	1	\$50,000.00	\$50,000.00
9	Main Bid	237310	Pavement Restoration Adjacent to Trench	302-5.2.1	SF	705	\$1.00	\$705.00
10	Main Bid	237310	2" Asphalt Concrete (Per Sheet 7-D)	302-5.9	TON	29	\$300.00	\$8,700.00
11	Main Bid	237310	Concrete Pavement (6-inch Thick)	302-6.8	SF	879	\$15.00	\$13,185.00
12	Main Bid	237310	Remove and Replace Existing Sidewalk	303-5.9	SF	20	\$10.00	\$200.00
13	Main Bid	237310	Additional Curb and Gutter Removal and Replacement	303-5.9	LF	10	\$20.00	\$200.00
14	Main Bid	237310	Curb Ramp (Type A) with Detectable Warning Tiles	303-5.10.2	EA	1	\$8,900.00	\$8,900.00
15	Main Bid	237110	Removal and Abandonment of Existing Water Facilities (Per Sheet 8-D)	306-3.3.3	LF	3650	\$1.00	\$3,650.00
16	Main Bid	237110	Large Water Main Abandonment (Per Sheet 8-D)	306-3.3.4	LF	150	\$17.00	\$2,550.00
17	Main Bid	237110	Handling and Disposal of Non-friable Asbestos Material	306-3.3.4.5	LF	464	\$10.00	\$4,640.00
18	Main Bid	237110	Water Main (12 Inch, Class 235)	306-15.1	LF	464	\$133.00	\$61,712.00
19	Main Bid	237110	Water Main (16 Inch, Class 235)	306-15.1	LF	440	\$143.00	\$62,920.00
20	Main Bid	237110	Sewer Main (8 Inch)	306-15.1	LF	386	\$106.00	\$40,916.00
21	Main Bid	237110	Butterfly Valve (16 Inch, Class 150B)	306-15.5	EA	2	\$4,000.00	\$8,000.00
22	Main Bid	237110	Water Valve Bypass for T-Mainline 16 Inch and Larger (4 Inch, Class 235)	306-15.1	EA	1	\$5,000.00	\$5,000.00
23	Main Bid	237110	Butterfly Valve (30 Inch)	306-15.5	EA	1	\$12,500.00	\$12,500.00
24	Main Bid	237110	Gate Valve (8 Inch)	306-15.5	EA	2	\$2,000.00	\$4,000.00
25	Main Bid	237110	Gate Valve (12 Inch)	306-15.5	EA	1	\$2,700.00	\$2,700.00
26	Main Bid	237110	Water Service (1 Inch)	306-15.8	EA	7	\$3,250.00	\$22,750.00
27	Main Bid	237110	Blow-Off Valve Assembly (2 Inch)	306-15.8	EA	1	\$4,000.00	\$4,000.00
28	Main Bid	237110	Air and Vacuum (Air Release) Valve Assembly (1 Inch)	306-15.8	EA	1	\$4,000.00	\$4,000.00
29	Main Bid	237110	Manholes (4 ft x 3 ft)	306-16.6	EA	3	\$8,000.00	\$24,000.00
30	Main Bid	237110	Sewer Lateral and Cleanout	306-17.2	EA	4	\$2,560.00	\$10,240.00
31	Main Bid	237110	Video Inspection of Pipelines and Culverts for Acceptance	306-18.7	LF	386	\$6.00	\$2,316.00
32	Main Bid	237310	Striping	314-4.3.7 AND 314.4.6	LS	1	\$500.00	\$500.00

33	Main Bid	238990	Remove and Replace existing Barricade (Per Sheet 2-D [SD M-9])	9-3.1	EA	1	\$1,000.00	\$1,000.00
34	Main Bid	238910	Clearing and Grubbing (Per Sheet L1-L9)	802-5	LS	1	\$5,000.00	\$5,000.00
35	Main Bid	561730	Revegetation and Erosion Control (Per Sheet L1-L9)	802-5	LS	1	\$171,500.00	\$171,500.00
36	Main Bid	541330	Biological Monitoring and Reporting	802-5	LS	1	\$31,000.00	\$31,000.00
37	Main Bid	541330	25-Month Revegetation Maintenance and Monitoring Program	802-5	LS	1	\$34,500.00	\$34,500.00
38	Main Bid	237110	Temporary Resurfacing for High lining	901-1.3	TON	3	\$5.00	\$15.00
39	Main Bid	237110	Mobilization	9-3.4.1	LS	1	\$30,000.00	\$30,000.00
40	Main Bid	237110	Imported Backfill For Trench	306-15.12	TON	5	\$25.00	\$125.00
41	Main Bid	237310	Temporary Resurfacing	306-15.9	TON	13	\$120.00	\$1,560.00
42	Main Bid	237110	Additional Bedding	306-15.1	CY	75	\$1.00	\$75.00
43	Main Bid	237310	Traffic Control	601-6	LS	1	\$3,000.00	\$3,000.00
44	Main Bid	237110	High-lining Removed by the Contractor	901-1.3	LF	550	\$1.00	\$550.00
45	Main Bid	237110	Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16-inch and Larger. (Per Sheet 5-D)	900-2.3	LS	1	\$4,000.00	\$4,000.00
46	Main Bid	237110	Contractor Furnished Materials for the City Forces High-line Work	900-1.2	LF	440	\$4.00	\$1,760.00
47	Main Bid	237110	Contractor Furnished Materials for custom 30x12 inch Tee (Per Sheet 3-D)	900-2.3	LS	1	\$4,000.00	\$4,000.00
48	Main Bid	237110	Pothole, 16" Blind Flange and Thrustblock (Per Note 1, Sheet 8-D)	901-2.5	LS	1	\$7,000.00	\$7,000.00
49	Main Bid	237110	Pothole and Permanent Cut & Plug (Per Note 2, Sheet 8-D)	901-2.5	LS	1	\$7,000.00	\$7,000.00
50	Main Bid	237110	Pothole and Permanent Cut & Plug (Per Note 3, Sheet 8-D)	901-2.5	LS	1	\$8,500.00	\$8,500.00
51	Main Bid	237110	Pothole, 8" Blind Flange and Thrustblock (Per Note 4, Sheet 8-D)	901-2.5	LS	1	\$7,000.00	\$7,000.00
52	Main Bid	237110	Pothole and Permanent Cut & Plug (Per Note 5, Sheet 8-D)	901-2.5	LS	1	\$9,000.00	\$9,000.00
53	Main Bid	237110	Pavement Restoration for Final Connection	901-2.5	SF	600	\$20.00	\$12,000.00
							Subtotal	\$714,469.00
54	Alternate Items A	237110	High-lining Installation by the Contractor	901-1.3	LF	550	\$10.00	\$5,500.00
							Subtotal	\$5,500.00
55	Alternate Items B	237110	Connections to The Existing System by Contractor (6 Inch through 12 Inch)	901-2.5	EA	3	\$7,000.00	\$21,000.00
56	Alternate Items B	237110	Connections to The Existing System by Contractor (16 Inch)	901-2.5	EA	2	\$8,000.00	\$16,000.00
57	Alternate Items B	237110	Cut-in Tee by Contractor (30 Inch)	901-2.5	EA	1	\$42,500.00	\$42,500.00
58	Alternate Items B	237110	Cut and Plug by Contractor	901-2.5	EA	2	\$7,000.00	\$14,000.00
							Subtotal	\$93,500.00
							Total	\$813,469.00