

City of San Diego

CONTRACTOR'S NAME: Burtech Pipeline Incorporated
ADDRESS: 102 Second Street Encinitas, CA 92024
TELEPHONE NO.: (760) 634-2822 **FAX NO.:** (760) 634-2415
CITY CONTACT: Taylor Cox, Contract Specialist, Email: TJCox@sandiego.gov
Phone No. (619) 533-3033
J. Myers / R. Puertollano / L. Idlebird

BIDDING DOCUMENTS



FOR

AC WATER & SEWER GROUP 1027

BID NO.: K-19-1805-DBB-3
SAP NO. (WBS/IO/CC): B-15118, B-15121
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 3
PROJECT TYPE: JA, KB

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

**2:00 PM
APRIL 25, 2019**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

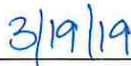
<http://www.sandiego.gov/cip/bidopps/index.shtml>

ENGINEER OF WORK

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



1) For City Engineer



Date

Seal:

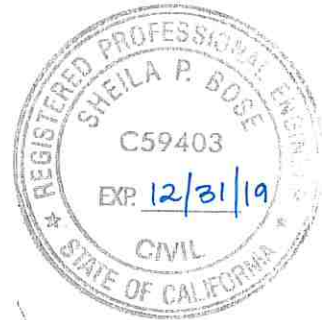


TABLE OF CONTENTS

SECTION	PAGE
1. NOTICE INVITING BIDS.....	4
2. INSTRUCTIONS TO BIDDERS	7
3. PERFORMANCE AND PAYMENT BONDS	17
4. ATTACHMENTS:	
A. SCOPE OF WORK.....	20
B. PHASED FUNDING PROVISIONS	22
C. RESERVED.....	25
D. PREVAILING WAGES.....	26
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	31
1. Appendix A - Notice of Exemption and Notice of Right to Appeal Environmental Determination	76
2. Appendix B - Fire Hydrant Meter Program.....	81
3. Appendix C - Materials Typically Accepted by Certificate of Compliance	95
4. Appendix D - Sample City Invoice with Cash Flow Forecast.....	97
5. Appendix E - Location Map.....	100
6. Appendix F - Adjacent Projects	102
7. Appendix G - Contractor's Daily Quality Control Inspection Report	104
8. Appendix H - Monthly Drinking Water Discharge Monitoring Form.....	107
9. Appendix I - Hazardous Label/Forms.....	110
10. Appendix J - Sample of Public Notice	116
11. Appendix K - Advanced Metering Infrastructure (AMI) Device Protection.....	118
F. RESERVED.....	125
G. CONTRACT AGREEMENT	126
5. CERTIFICATIONS AND FORMS.....	129

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **AC WATER & SEWER GROUP 1027**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved 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 **\$8,520,000**.
4. **BID DUE DATE AND TIME ARE: April 25, 2019 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **A or (C-34 and C-42)**
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	9.2%
2. ELBE participation	13.1%
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 the 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: Taylor Cox

OR:

TJCox@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. PHASED FUNDING: For Phased Funding Conditions, see Attachment B.

11. ADDITIVE/DEDUCTIVE ALTERNATES:

11.1. The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.

11.2. For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 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 an 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	PWPIO92816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPIO92816-07
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 by 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.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Burtech Pipeline Incorporated, a corporation, as principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Five Million Seven Hundred Seventy Two Thousand Seven Hundred Sixty One Dollars and Zero Cents (\$5,772,761.00)** for the faithful performance of the annexed contract, and in the sum of **Five Million Seven Hundred Seventy Two Thousand Seven Hundred Sixty One Dollars and Zero Cents (\$5,772,761.00)** 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 MAY 29, 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 

Attorney-in-fact, MARK D. IATAROLA

Approved:

By 

Claudia C. Abarca
Deputy Director
Public Works Contracts

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 \$ 35,971.00

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

Bond No. 2286244

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 5/31/19 before me, **Arthur P. Arquilla, Notary Public**
(Here insert name and title of the officer)

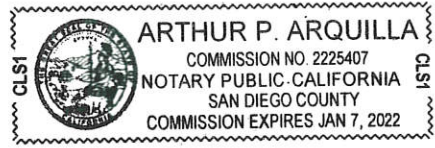
personally appeared Dominic Butech,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

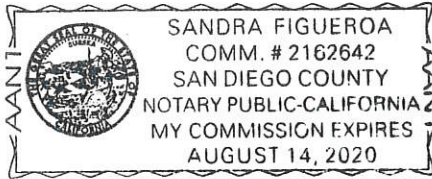
CIVIL CODE § 1189

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 5/29/2019 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.



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

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

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- 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 29th day of MAY, 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:** Construction of Sewer, Water and Green Infrastructure Group Job 1027 consists of the installation of 15,053 linear feet of 8" and 12" water mains, water services, fire hydrants, and installation of 94 linear feet of 8" sewer main and other appurtenances shown on drawing number 39493-D and these specifications.

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

 - 1.1.1.** The Notice Inviting Bids and Plans numbered **39493-1-D** through **39493-46-D**, inclusive.
- 2. LOCATION OF WORK:** The location of the Work is as follows:

Refer to **Appendix E – Location Map**.
- 3. CONTRACT TIME:** The Contract Time for completion of the Work shall be **398 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

BID NUMBER: K-19-1805-DBB-3

CONTRACT OR TASK TITLE: AC Water & Sewer Group 1027

CONTRACTOR: Burtech Pipeline Incorporated


Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Replacement of 94 linear feet of vitrified sewer main and beginning of installation and replacement of 2.85 miles of existing asbestos cement water main, associated services, hydrants, and appurtenances. Phased paving of streets impacted by construction.	NTP	12/31/2019	Water: \$1,884,253.00 Sewer: \$120,000.00
2	Continuation of installation and replacement of 2.85 miles of existing asbestos cement water main, associated services, hydrants, and appurtenances. Continuation of phased paving of streets impacted by construction.	01/01/2020	07/31/2020	Water: \$2,512,338.00 Sewer: \$0.00
3	Continuation of installation and replacement of 2.85 miles of existing asbestos cement water main, associated services, hydrants, and appurtenances. Continuation of phased paving of streets impacted by construction and curb ramp installation.	08/01/2020	NOC	Water: \$1,256,170.00 Sewer: \$0.00
Contract Total				\$5,772,761.00

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

PRINT NAME: S Lindsay
Construction Manager

Signature: 

Date: 6/4/19

PRINT NAME: Nicole Salem
Project Manager

Signature: 

Date: 6/3/2019

CONTRACTOR

PRINT NAME: Dominic J. Burtech

Title: President & CEO

Signature: 

Date: May 31, 2019

ATTACHMENT C

RESERVED

ATTACHMENT D
PREVAILING WAGES

PREVAILING WAGES

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <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 Prevailing Wage Unit at 858-627-3200.

- 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 **7:00 AM** to **5:00 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.

ADD:

2-5.3.7 Contractor's Quality Control Plan (QCP).

1. You shall establish, implement, and maintain an effective Quality Control Plan (QCP) to perform quality control inspection and testing for all items of paving Work required by the Contract Documents, including those performed by subcontractors and material suppliers.
2. The QCP shall ensure conformance to applicable specification and plan requirements with respect to materials, workmanship, construction, finish, and functional performance.
3. The QCP shall detail the methods and procedures that will be taken to ensure that all materials and construction required for street pavement restoration will conform to the Contract Documents, and to ensure that information included will be recorded in Daily Quality Control (QC) Inspection Reports for the Engineer's verification and approval:

4. You shall establish a level of control that will:
 - a) Provide for the production and delivery of acceptable quality materials.
 - b) Provide documentation that construction meets Contract requirements.
5. During the pre-construction meeting, you shall be prepared to discuss and present details of your QCP. You shall not begin any production of materials or construction of surface preparation, pavement restoration, and other related work until your QCP has been reviewed and approved by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the QCP has been approved.
6. The quality control requirements contained in this section and elsewhere in the Contract Documents are in addition to and separate from the acceptance testing requirements discussed elsewhere in the contract specifications.

2-5.3.7.1 QCP Submittal.

1. Submit the QCP in a written document to the Engineer at the pre-construction meeting. The QCP shall be reviewed and approved by the Engineer prior to the start of any material delivery or paving work.
2. The QCP shall be organized to address, at a minimum, the following items:
 - a) Quality Control Administrator
 - b) Surface preparation and paving schedule.
 - c) Inspection and documentation requirements (Daily Quality Control Inspection Report).
 - d) Material quality control testing plan.
 - e) Documentation of quality control activities.
 - f) Procedures for corrective action when quality control and/or acceptance criteria are not met.
3. You are encouraged to add any additional elements to the QCP as deemed necessary to adequately control all production and construction processes required by Contract Documents.

2-5.3.7.2 QCP Administrator.

1. You shall designate a QCP Administrator to implement the QCP.
 - a) The QCP Administrator shall be your full-time employee or your consultant. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the QCP to ensure compliance with the Contract Documents.

- b) The QCP Administrator shall ensure that the following functions are performed and documented:
 - i. Inspection of all materials, construction, plant, and equipment for conformance to the specifications.
 - ii. Performance of all quality control tests as required by the Contract Documents.
 - iii. Performance of density tests for the Engineer when required.

2-5.3.7.3 Inspection Requirements.

- 1. Quality control inspection functions shall be organized to provide inspections for all definable features of Work. You shall document all inspections.
- 2. Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of Work. These shall include the following minimum requirement:
 - a) During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship meets the requirements of the contract. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the specifications and are within the plan dimensions, lines, grades, and tolerances specified. The QCP shall document how these and other quality control functions will be accomplished and utilized.

2-5.3.7.4 Documentation.

- 1. You shall maintain current quality control records of all inspections performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.
- 2. These records shall cover both conforming and defective or deficient features, and shall include a statement that all supplies and materials incorporated in the Work are in full compliance with the terms of the Contract. Legible copies of these records for the entire week of paving work shall be furnished to the Engineer after 2 Working Days. The records shall cover all Work placed subsequent to the previously furnished records and shall be verified and signed by the QCP Administrator.
- 3. Specific QCP records required for the Contract shall include, but are not necessarily limited to, the following records:
 - a) **Daily Quality Control (QC) Inspection Reports.** The QCP Administrator shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These daily QC inspection reports shall provide factual evidence that continuous

quality control inspections have been performed and shall, as a minimum, include the following items:

- i. Date and location/s of paving work performed.
- ii. Asphalt mix specifications and supplier.
- iii. Dig out locations.
- iv. Tack coat application rate for each location.
- v. Asphalt temperature at placement for each location.
- vi. Asphalt depth for each location.
- vii. Compaction test results for each location.
- viii. Documentation that the following have been verified to be in compliance:
 - Proper storage of materials and equipment.
 - Proper operation of all equipment.
 - Adherence to plans and technical specifications.
 - Review of quality control tests.
 - Safety inspection.
- ix. Location and nature of defects with remedial and corrective actions.
- x. Presence of City Laboratory representative.
- xi. Deviations from QCP.
- xii. Signature of QCP Administrator.

The daily QC inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

- b) The daily QC inspection reports shall be signed by the QCP Administrator. The Engineer shall be provided at least 1 copy of each daily QC inspection report for the entire week 2 Working Days following the end of the week.
- c) See **Appendix G** for a sample of the daily QC inspection report. An updated version of this sample report will be provided at the pre-construction meeting.

2-5.3.7.5 Corrective Action Requirements.

1. The QCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control.

2. The requirements for corrective action shall include both general requirements for operation of the QCP as a whole and for individual items of Work contained in the specifications.
3. The QCP shall detail how the results of quality control inspections will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

2-5.3.7.6 Noncompliance.

1. The Engineer will notify you of any noncompliance with any of the foregoing requirements. You shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer to you, shall be considered sufficient notice.
2. In cases where quality control activities do not comply with either the QCP or the contract provisions, or where you fail to properly operate and maintain an effective QCP, as determined by the Engineer, the Engineer may:
 - a) Require replacement of ineffective or unqualified QCP personnel or subcontractors.
 - b) Stop operations until appropriate corrective actions are taken.

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.

**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.

2-14.3

Coordination. To the "WHITEBOOK", ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period. See **Appendix F - Adjacent Project** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) UU611, Redwood Street, Ross Bowen, (858) 541-4363
 - b) UU145, Boundary Street, Ross Bowen, (858) 541-4363
 - c) B14099, Water Group Job 968, Maryam Liaghat, (619) 533-5192
 - d) B18075, Water Group Job 970 CI, Joshua Adelman, (619) 533-4656

In addition, coordinate work with the following adjacent schools and their respective schedules to minimize impacts:

- a) McKinley Elementary, Deb Ganderton, (619) 282-7694
- b) St. Augustine High School, James Horne, (619) 282-2184 Ext 5542

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 later than 5 Working Days after the determination of the Apparent Low Bidder** 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 J** 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", item 5, 9, and 22, DELETE in its 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.
22. Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) 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) Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.

- c) See also the “Cash Flow Forecast 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:

6-1.6.1 Excusable Compensable Delays.

1. If an Excusable Delay meets the requirements of 6-6.2, “Extensions of Time”, then the City shall compensate for the following circumstances:
 - a) The City’s failure or inability to make available any portion of the entire Site in accordance with the requirements of the Schedule.
 - b) The City’s failure or inability to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority, or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to your fault or neglect as determined by the Engineer.
 - c) Delays resulting from the acts or omissions of Separate Contractors, except to the extent Separate Contractors perform their work properly and in accordance with the Schedule.
 - d) Differing or concealed site conditions that could not reasonably have been anticipated at the time of Bid.
 - e) Delays resulting from the existence or discovery of hazardous materials or waste on the Site not brought in by you and not included in the Contract.
 - f) Delays resulting from any changes made to any City of San Diego Municipal Code after the date of execution of the Contract.
 - g) Delays due to the City’s acts or omissions and those within the City’s control.
 - h) Delays requested by the City.

**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.

**ADD:
6-3.2.1.1**

Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption and Notice of Right to Appeal Environmental Determination** for **AC WATER & SEWER GROUP 1027**, Project No. **B-15121 (W), B-15118 (S)**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption Exemption and Notice of Right to Appeal Environmental Determination** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price.

6-6.2

Extensions of Time. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
 - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.6, "Excusable Delays" 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 and that all project float has been used.

4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates 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 **30 Calendar 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 "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-6.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

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.

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.

**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.

7-8.6.5 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 G** 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 9 - MEASUREMENT AND PAYMENT

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

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

9-3.4.1 Payment. To the "WHITEBOOK", ADD the following:

4. The cost for mobilization excludes the costs for all mobilization and demobilization Work associated with each paving phase. The costs for all mobilization and demobilization Work associated with each paving phase shall be paid under 306-1.2.

9-3.7 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK" ADD the following:

5. This Contract is not subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

SECTION 203 - BITUMINOUS MATERIALS

203-3.4.4 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the "WHITEBOOK", DELETE in its entirety.

203-3.4.4.1 General. To the "WHITEBOOK", DELETE in its entirety.

ADD:

203-3.4.4.1 General. To the "GREENBOOK", paragraph (2), ADD the following:

- e) Crumb rubber shall be a product of recycled material from the City if unavailable from the San Diego County region.

ADD:

203-5.6 Rubber Polymer Modified Slurry (RPMS).

203-5.6.1 General.

- 1. Rubber polymer modified slurry (RPMS) is a crumb rubber asphalt slurry-seal surface treatment. RPMS shall be a stable mixture of asphaltic emulsion, mineral aggregate, set-control additives, specially produced and graded crumb rubber, polymer, mineral fillers, carbon black, and water. The materials for RPMS shall conform to 203-5.4, "Emulsion-Aggregate Slurry (EAS)" and these specifications. Mixing and spreading of RPMS shall be as described in 302-4.12, "Rubber Polymer Modified Slurry (RPMS)".
- 2. RPMS shall be used for this Contract.

203-5.6.2 Materials.

- 1. The ingredients of RPMS immediately prior to the mixing shall conform to the following:
 - a) Asphaltic emulsion shall be a quick-set type and shall conform to the requirements of CQS-1h and to the following requirements in accordance with the specified test methods:

Quality Tests for Emulsion	Test	Requirements
AASHTO T59	Residue after Distillation	60% min.
ASTM D244		
Quality Tests for Residue	Test	Requirements
AASHTO T49	Penetration at 77° F (25° C)	40% - 90%
ASTM D2397		

- b) Quick setting Type CQS-1h Asphaltic Emulsion shall test positive for Particle Charge when tested in accordance with the applicable ASTM test designation. If the Particle Charge Test result is inconclusive, the asphaltic emulsion shall meet a pH requirement of 6.7 maximum.

- c) Water shall be potable and of such quality that the asphalt will not separate from the emulsion before the application of slurry seal.
- d) If necessary for workability, a set-control agent that will not adversely affect the RPMS material may be added.
- e) Polymer additive shall be SBR Latex or approved equal, which is added at a minimum of 2% by weight of the asphaltic emulsion.
- f) Crumb Rubber.
 - i. Crumb rubber shall be ambient granulated or ground from whole passenger tires, truck tires, or a combination only in conformance with the requirements indicated in Tables 203-5.6.2 (A), 203-5.6.2 (B), and 203-5.6.2 (C).
 - ii. Un-curing or de-vulcanized rubber shall not be acceptable. Rubber tire buffing from either recapping or manufacturing processes may not be used as a supplement to the crumb rubber mixture.
 - iii. In order to remove steel and fabric, an initial separation stage which subjects the rubber to freezing temperatures may be used.
 - iv. The crumb rubber shall not be elongated or hair-like in shape and individual particles shall not be greater than 1/20 of an inch in length.
 - v. The crumb rubber shall be free of contaminants including fiber, metal, and mineral matter within the following tolerances: the fiber content shall be less than 0.30% by weight and the crumb rubber shall be free of metal particles. Metal imbedded in rubber particles shall not be allowed. The amount of mineral contaminants allowed shall not exceed 0.10% by weight.
 - vi. The crumb rubber shall be dry with a moisture content of less than 0.75%.

TABLE 203-5.6.2 (A)

CRUMB RUBBER CHEMICAL PROPERTIES SPECIFICATION

Property	Specification Limits
Specific Gravity	1.15 ± .05
Percent of Carbon Black	35.0 Maximum
Percent of Rubber Hydrocarbon	55.0 Maximum
Percent Ash	6.0 Maximum

Property	Specification Limits
Percent of Acetone Extract	10.0 Maximum
Percent of Chloroform Extract	3.0 Maximum
Percent Natural Rubber	40 Minimum

TABLE 203-5.6.2 (B)

CRUMB RUBBER GRADATION REQUIREMENTS

Sieve Size	Percent Passing
No. 30	100
No. 40	90 - 100
No. 50	75 - 85
No. 100	25 - 35
No. 200	0 - 10

TABLE 203-5.6.2 (C)

TESTING METHODS FOR CRUMB RUBBER ANALYSIS

Property	Test Method
Specific Gravity	ASTM D1817
Carbon Black	ASTM D297
Ash	ASTM D297
Chloroform Extract	ASTM D297
Natural/Synthetic Rubber	ASTM D297
Sieve Analysis	ASTM C136

- vii. Carbon black solution shall be non-ionic in charge and liquid in form. The carbon black shall be compatible with the emulsion system, polymers, and additives being used and shall conform to the requirements indicated in 203-5.6.2 (D) and ASTM D1511.

TABLE 203-5.6.2 (D)

Specification	Tolerances
Total Solids	40 - 44
% Black by Weight	35 - 37
Type Black	Medium Furnace Color
Type Dispersing	Non-ionic

- viii. Additives may be used to accelerate or retard the break-set of the RPMS. The use of additives shall be in quantities specified in the mix design.
- ix. Mineral filler such as Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design and may be used to facilitate set times as needed. Any cement used shall be considered as part of the dry aggregate weight for mix design purposes.
- x. The mineral aggregate used shall be the type and grade specified for the particular Type of RPMS. The aggregate shall be manufactured crushed stone such as granite, slang, limestone, chat, other high quality aggregate, or a combination thereof. Aggregate shall consist of rock dust except that 100% of any aggregate of combination of aggregates larger than the No. 50 sieve size used in the mix shall be obtained by crushing rock. The material shall be free from vegetable matter and other deleterious substances. The aggregate shall be free of caked lumps and oversized particles. The aggregate shall also conform to the following requirements in Table 203-5.6.2 (E).

TABLE 203-5.6.2 (E)

Test	California Test	Requirements
Sand Equivalent	217	45 min.
Durability Index	229	55 min.

- xi. Crumb rubber shall be a product of recycled material from the City if unavailable from the San Diego County region.

203-5.6.3 Composition and Grading.

- 1. The percentage composition by weight of the aggregate shall conform to the requirements indicated in the tables below when determined by California

Test 202 and modified by California Test 105 when there is a difference in specific gravity of 0.20 or more between blends of different aggregates.

TABLE 203-5.6.3 (A)

TYPE I SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.4	100	± 5%
No.8	90 - 100	± 5%
No.16	65 - 90	± 5%
No.30	40 - 60	± 5%
No.50	25 - 42	± 4%
No.200	10 - 20	± 2%

TABLE 203-5.6.3 (B)

TYPE II SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.3/8	100	± 5%
No.4	90 - 100	± 5%
No.8	65 - 90	± 5%
No.16	45 - 70	± 5%
No.30	30 - 50	± 5%
No.50	18 - 36	± 4%
No.100	10 - 24	± 3%
No.200	5 - 15	± 2%

TABLE 203-5.6.3 (C)

TYPE III SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.3/8	100	± 5%
No.4	70 - 90	± 5%
No.8	45 - 70	± 5%
No.16	28 - 50	± 5%
No.30	19 - 34	± 5%
No.50	12 - 25	± 4%
No.100	7 - 18	± 3%
No.200	5 - 15	± 2%

2. The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted, the percent passing each sieve shall not be more than the stockpile tolerance.

3. The aggregate shall be accepted at the Site or stockpile. The stockpile shall be accepted based on 5 gradation tests according to California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between blends of different aggregates. If the average of the 5 tests is within the gradation tolerances, then the material will be accepted. If the test shows the material to be out, you may choose to remove the material or blend other aggregates with the stockpile material to bring it into compliance with these specifications. Materials used in blending shall meet the quality test before blending and shall be blended in a manner to produce a consistent gradation.
4. When the results of either the Aggregate Grading or the Sand Equivalent test do not conform to the requirements specified, the aggregate shall be removed. However, if requested in writing and approved by the Engineer, the aggregate may be used and you shall pay to the agency \$1.75 per ton for such aggregate left in place. No single aggregate grading or sand equivalent tests shall represent more than 300 tons or one day's production, whichever is smaller.

203-5.6.4 Mix Design.

1. Before Work begins, you shall submit laboratory reports of mix designs performed in accordance with the tests identified in Table 203-5.6.4 at your expense and shall utilize the specific materials to be used on the project. The design shall be prepared by a laboratory experienced in designing rubber asphalt slurry-seal surface treatments. After the mix design is approved, no substitution shall be made unless approved by the Engineer. The proposed rubber asphalt slurry-seal surface treatment mix design shall verify compatibility of the aggregate, emulsion, mineral filler, set-control additive, and rubber blend.

TABLE 203-5.6.4

Test	Description	Specification
ISSA T-106	Slurry Seal Consistency	Pass
ISSA TB-109	Excess Asphalt	50 grams/ft ² maximum
ISSA TB-100 (Type I)	The Wet Track Abrasion	50 grams/ ft ² maximum
ISSA TB-100 (Type II)	The Wet Track Abrasion	60 grams/ ft ² maximum
ISSA TB-100 (Type III)	The Wet Track Abrasion	60 grams/ ft ² maximum
ISSA TB-113	Mixing Time	Controllable to 150 seconds minimum
ISSA TB-114	The Wet Stripping	Pass

2. The Mixing Time test shall be done at the highest temperatures expected during construction. The original lab report shall be signed by the laboratory that performed the mix design and shall show the results of the tests on individual materials. The report shall clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive (s) (usage), asphalt emulsion, and asphalt rubber blend based on the dry weight of the aggregate.
3. Component materials used in the mix design shall be representative of your proposed materials. The percentage of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction based on field conditions.
4. The component materials shall be within the following limits:
 - a) Residual Asphalt Type I, 10% - 16% based on dry weight of aggregate.
 - b) Residual Asphalt Type II, 7.5% - 13.5% based on dry weight of aggregate.
 - c) Residual Asphalt Type III, 6.5% - 12% based on dry weight of aggregate.
 - d) The crumb rubber will be added to the rubberized slurry mix at a rate of 5% by volume to the asphalt cement.
 - e) Polymer additive shall be added at 2% of finished emulsion.
 - f) Carbon Black shall be added at 1.3% to 2% of the finished emulsion.
 - g) Mineral filler shall be 0.5% - 2.0% (if required by mix design) based on dry weight of aggregate.
 - h) Additives, as needed.
 - i) Water, as needed to achieve proper mix consistency (total mix liquids shall not exceed the loose aggregate voids).

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.
3. Refer to AWWA C900-16 for all references to AWWA C905.

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 pavement subgrade or ground surface	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork		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 302 – ROADWAY SURFACING

ADD:

302-4.12.2.1.1 Slurry Treatment.

1. When slurry treatment is required by the Contract Documents, notify the Engineer at least 10 Working Days prior to the first application of slurry. The Engineer, upon assessment of street condition and classification, will verify the slurry type to be applied.
2. Application of sequential layers of slurry shall not commence until approved by the Engineer and until the following have been completed:
 - a) Mix design and wet track abrasion testing for the first-step slurry application has been approved by the Engineer. Unless otherwise directed by the Engineer, this testing may require 4 Working Days from field sampling to reporting of test results to the Engineer.
 - b) Corrective actions have been executed in accordance with 302-4.11.1.2, "Reduction in Payment Based on WTAT" such as reductions in payment, non-payment, or removal of material not meeting specifications, as directed by the Engineer.

302-4.12.4 Measurement and Payment. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The payment for RPMS shall be the total square footage used on the project calculated using the method described and shall be paid under the following Bid items:

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

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

302-5.9 Measurement and Payment. To the "WHITEBOOK", item 2, DELETE in its entirety.

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: **Thorn & Gregory Street**
2. Phase II: **33rd Street**
3. Phase III: **Felton Street**
4. Phase IV: **McKinley Street, Little Flower Street, Palm Street**
5. Phase V: **Quince Street, Olive Street, Covington Road**
6. Phase VI: **Nutmeg Street, Kew Tr, Commonwealth Avenue**
7. Phase VII: **Boundary Street**
8. Phase VIII: **Pentucket Avenue**
9. Phase IX: **Fir Street, Petra Place**
10. Phase X: **Alley between Thorn and Redwood east of Boundary 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.

**ADD:
306-1.1**

Phased Paving.

1. You shall implement Phased Paving, when directed and approved by the Engineer.
2. The Engineer will notify you when you can proceed with phased paving Work. Each phase shall be completed within **90 Working Days** after the Engineer's notification. Plan and schedule your Work accordingly to ensure each phase is complete.
3. When Phased Paving is initiated, the following Work shall be completed within the determined areas:
 - a) Installation of mains and appurtenances.
 - b) Operational checks and testing.
 - c) Mains are in service.
 - d) Trench restoration.
4. You may propose to change the limits of the determined phasing, in writing, for the Engineer's review and approval. If approved, there shall be no additional costs to the City. No additional Working Days will be granted for delays due to the City's review and approval of your proposed change and due to the implementation of that proposed change.
5. You may use multiple crews to complete each phase of paving.

**ADD:
306-1.2**

Payment.

1. The payment for all Work associated with Phased Paving shall be included in the unit Bid item for each "Phased Paving" area. This payment shall include the costs for all mobilization and demobilization Work associated with each paving phase regardless of the paving operation. No additional payment shall be made regardless of the number of mobilizations and demobilizations required to complete that phase.

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/gS2064>

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 150 psi and is tested at 225psi.
- b) Specified test pressure for Class 305 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.

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

1. The payment for the replacement of existing traffic striping, pavement markings, and pavement markers shall be included in the Bid item for "Striping".

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 thermoplastic traffic 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.

3. 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".

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.

600-5

PAYMENT. To the "WHITEBOOK", Delete in its entirety and SUBSTITUTE with the following:

1. The payment for access Work as specified in SECTION 600 – ACCESS shall be included in the Contract Price.
2. The payment for MTS Right of Entry Permit Procurement Work including railroad liability insurance, plan reviews, inspections, flagging, and fees shall be included in the allowance Bid item for "MTS Right of Entry Permit".

SECTION 700 – MATERIALS

700-5.1

(86-5.01) Vehicle Detectors. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

9. Loop wire shall be Type 2. Loop detector lead-in cable shall be Type "B". Slots shall be filled with elastomeric sealant, epoxy sealant, or hot-melt rubberized asphalt sealant, except asphaltic emulsion loop sealant and cold tar loop sealant are acceptable if the pavement surface will receive an asphaltic concrete overlay.

700-9.1

Pedestrian Barricade. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Pedestrian barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDG-141, "Pedestrian Barricade – Type A".
2. Assembly shall be commercial quality galvanized material.

SECTION 701 – CONSTRUCTION

701-2 PAYMENT. To the “WHITEBOOK”, ADD the following:

19. The payment for Pedestrian Barricades, including all necessary work to furnish and install in place as shown on the Plans, shall be included in the Bid item for each “Pedestrian Barricade”.

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.

900-1.1.2 Fusible PVC 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".

900-2.3 Payment. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. The payment for furnishing materials for your connection, cut and plug, and cut-in Work shall cover all necessary materials (fittings and hardware, excluding valves), delivery, and unloading. The payment shall be included within the Bid item of the Work involved and no separate payment for furnishing those materials shall be made. The payment for furnishing valve

materials for your connection, cut and plug, and cut-in Work shall be included in the separate Bid items for each valve.

SECTION 901 – INSTALLATION AND CONNECTION

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

1. “Cut-in Connection to The Existing System by the Contractor” will be paid under Bid unit prices for cut-in connections, and includes all materials and labor to complete the work. Valves and pipe shall be paid under the respective bid unit prices. Potholing to obtain information essential for making the connection and protecting the water main while performing the work, shutdown coordination and City Forces work coordination, scheduling impacts, community outreach, and traffic control shall be included in the 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 AND NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL
DETERMINATION**

NOTICE OF EXEMPTION

(Check one or both)

TO: 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
Public Works Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

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

Project Name: AC Water & Sewer Group 1027 **Project No. / WBS No.:** B-15121.02.06 (W), B-15118.02.06 (S)

Project Location-Specific: Pentuckett Ave from the southern end to Fir St, Pentuckett Ave from Petra Dr to Juniper St, Fir St from Pentuckett Ave to Petra Dr, Petra Dr from Fir St to Pentuckett Ave, Petra Pl, Grape St from Pentuckett Ave to Mc Clellan St, Ivy St from Pentuckett Ave to Jacot Ln, Jacot Ln, Hawthorn St from Jacot Ln to eastern end, Boundary St from Olive St to approximately Juniper St, Commonwealth Ave from Boundary St to Laurel St, Covington Rd from end of cul-de-sac to Boundary St, Kew Terrace, Nutmeg St from Kew Terrace to Boundary St, Olive St from Gregory St to Boundary St, Nutmeg St from Felton St to Bancroft St, Felton St from Nutmeg St to Thorn St, 33rd St from Nutmeg St to Thorn St, Redwood St from Bancroft St to McKinley St, Thorn St from Bancroft St to McKinley St, Gregory St from Thorn St to Redwood St, McKinley St from Thorn St to Palm St, Little Flower St from McKinley St to Boundary St, Quince St from McKinley St to Boundary St, Palm St from Felton St to Boundary St, Alley between Boundary St and Nile St from Thorn St to Redwood St, within the Greater North Park Community Planning Area and Council District 3

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

Description of nature and purpose of the Project: The project proposes to replace in place in the same trench alignment at the same depth a total of 20,543 linear feet (LF) of asbestos cement water main and 94 linear feet (LF) of vitrified clay sewer main with new polyvinyl chloride (PVC) piping. The project will also replace one manhole and install a new manhole, both will be within the existing sewer alignment. The project will also include the following improvements; replace in place of water services (connection to the water main over to the meter box and meter), sewer laterals, installation of curb ramps, water meters, water boxes, and street resurfacing.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: Natalie de Freitas, 525 B Street, Suite 750, San Diego, CA, 92101, (619) 533-4603

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: 15302 – (Replacement), 15303 – (New Construction)
- Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review and determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15302 – (Replacement), which allows for the replacement of existing structures where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the

structure replaced; 15303 – (New Construction), which allows for the construction and location of limited numbers of new, small structures; and where the exceptions listed in Section 15300.2 would not apply.

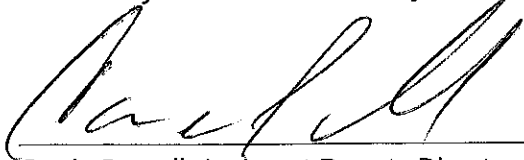
Lead Agency Contact Person: Natalie de Freitas

Telephone: (619) 533-4603

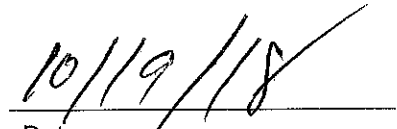
If filed by applicant:

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



Carrie Purcell, Assistant Deputy Director



Date

Check One:

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

Date Received for Filing with County Clerk or OPR:



THE CITY OF SAN DIEGO

Date of Notice: October 1, 2018

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

PUBLIC WORKS DEPARTMENT

WBS No. B-15121.02.06 (W), B-15118.02.06 (S)

PROJECT NAME/NUMBER: AC WATER & SEWER GROUP 1027

COMMUNITY PLAN AREA: Greater North Park

COUNCIL DISTRICT: 3

LOCATION: Pentuckett Ave from the southern end to Fir St, Pentuckett Ave from Petra Dr to Juniper St, Fir St from Pentuckett Ave to Petra Dr, Petra Dr from Fir St to Pentuckett Ave, Petra Pl, Grape St from Pentuckett Ave to Mc Clellan St, Ivy St from Pentuckett Ave to Jacot Ln, Jacot Ln, Hawthorn St from Jacot Ln to eastern end, Boundary St from Olive St to approximately Juniper St, Commonwealth Ave from Boundary St to Laurel St, Covington Rd from end of cul-de-sac to Boundary St, Kew Terrace, Nutmeg St from Kew Terrace to Boundary St, Olive St from Gregory St to Boundary St, Nutmeg St from Felton St to Bancroft St, Felton St from Nutmeg St to Thorn St, 33rd St from Nutmeg St to Thorn St, Redwood St from Bancroft St to McKinley St, Thorn St from Bancroft St to McKinley St, Gregory St from Thorn St to Redwood St, McKinley St from Thorn St to Palm St, Little Flower St from McKinley St to Boundary St, Quince St from McKinley St to Boundary St, Palm St from Felton St to Boundary St, Alley between Boundary St and Nile St from Thorn St to Redwood St

PROJECT DESCRIPTION: The project proposes to replace in place in the same trench alignment at the same depth a total of 20,543 linear feet (LF) of asbestos cement water main and 94 linear feet (LF) of vitrified clay sewer main with new polyvinyl chloride (PVC) piping. The project will also replace one manhole and install a new manhole, both will be within the existing sewer alignment. The project will also include the following improvements: replace in place of water services (connection to the water main over to the meter box and meter), sewer laterals, installation of curb ramps, water meters, water boxes, and street resurfacing.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: Categorically exempt from CEQA pursuant to CEQA State Guidelines, Section 15302 – (Replacement), 15303 – (New Construction)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Public Works Department

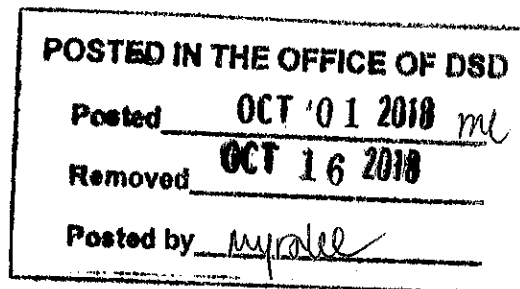
STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: The City of San Diego conducted an environmental review and determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15302 - (Replacement), which allows for the replacement of existing structures where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; 15303 - (New Construction), which allows for the construction and location of limited numbers of new, small structures; and where the exceptions listed in Section 15300.2 would not apply.

CITY PROJECT MANAGER: Natalie de Freitas
MAILING ADDRESS: 525 B Street, Suite 750, San Diego, CA 92101
PHONE NUMBER: (619) 533-4603

On October 1, 2018 the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice October 15, 2018. The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.



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

Company Information

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

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 CASH FLOW FORECAST

WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

SAMPLE REFERENCE

APPENDIX E
LOCATION MAP

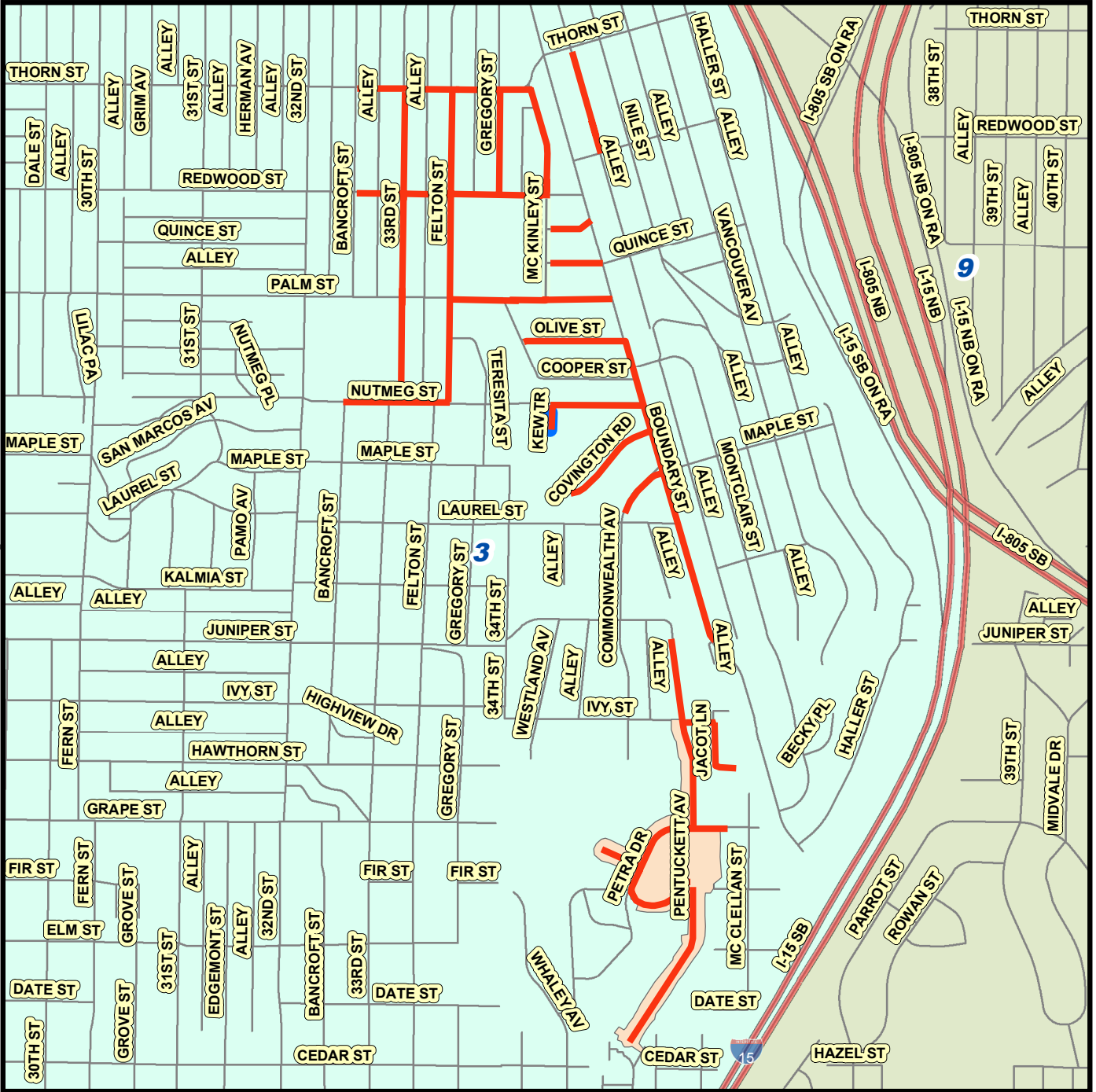
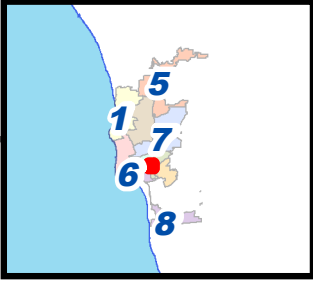
Water & Sewer Group 1027

SENIOR ENGINEER
Michael Ninh
(619) 533-7443

PROJECT MANAGER
Joe Myers
(619) 533-6632

PROJECT ENGINEER
Bill Thompson
(619) 533-7421

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



Legend

- B15121 AC Water & Sewer Group 1027 (W)
- B15118 AC Water & Sewer Group 1027 (S)
- Green Infrastructure B15103



COMMUNITY NAME: North Park

COUNCIL DISTRICT: 3

SAP ID: B15118 (S)

Date: May 29, 2018



B15121 (W)

AC Water & Sewer Group 1027 Appendix E - Location Map

B15103 (GI)

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission granted by RAND MCNALLY & COMPANY to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY.

APPENDIX F
ADJACENT PROJECT

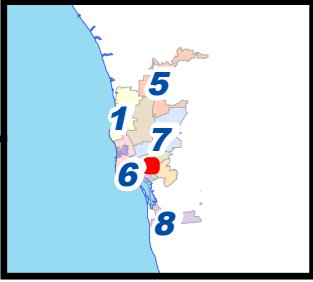
**AC WATER & SEWER GROUP 1027
Adjacent Projects Map**

SENIOR ENGINEER
Sheila Bose
619-533-4698

PROJECT MANAGER
Joe Myers
619-533-6632

PROJECT ENGINEER
Bill Thompson
619-533-7421



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



PROJECTS
 UU611, Redwood Street, Ross Bowen, 858-541-4363
 UU145, Boundary Street, Ross Bowen, 858-541-4363
 B14099, Water Group Job 968, Maryam Liaghat, 619-533-5192
SCHOOLS
 McKinley Elementary, Deb Ganderton, (619) 282-7694
 St. Augustine High School, James Home, (619) 282-2184 Ext 5542

Legend

- UU611 Redwood Street
- UU145 Boundary Street
- 1027 Water
- Water Group Job 968
- 1027 Sewer

 McKinley Elementary
 St. Augustine High School

0 500 1,000 1,500 2,000 Ft

NORTH

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduced with permission granted by RAND MCNALLY & COMPANY® to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY.

APPENDIX G

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Appendix J

City of San Diego
Asphalt Concrete Overlay
Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

Dig out Locations: 1. _____
2. _____
3. _____

Tack Coat Application Rate @ Locations:
1. _____
2. _____
3. _____

Asphalt Temperature at Placement @ Locations:
1. _____
2. _____
3. _____

Asphalt Depth @Locations:
1. _____
2. _____
3. _____

Compaction Test Result @Locations:
1. _____
2. _____
3. _____

Location and nature of defects:

- 1. _____
- 2. _____
- 3. _____

Remedial and Corrective Actions taken or proposed for Engineer's approval:

- 1. _____
- 2. _____
- 3. _____

Date's City Laboratory representative was present:

- 1. _____
- 2. _____
- 3. _____

Verified the following:

- 1. Proper Storage of Materials & Equipment
- 2. Proper Operation of Equipment
- 3. Adherence to Plans and Specs
- 4. Review of QC Tests
- 5. Safety Inspection

Initials:

- _____
- _____
- _____
- _____
- _____

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

APPENDIX H
MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

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 No.:		Watershed No.	
Qualified Person Conducting Tests:		signature			

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 #1												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence ⁷			Notes Report exceedence to RE & complete page 2 of 2
					Measure	Unit	Time	Result	Limit	No	Yes	
Inlet Location Start End Date: Time: Date: Time:	<input type="checkbox"/> Superchlorinated <small>(Chlorine added for disinfection)</small>	<input type="checkbox"/> TSW <small>(All Categories)</small>	<input type="checkbox"/> Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	<input type="checkbox"/> Large Volume <small>(≥ 325,850 gal)</small>	<input type="checkbox"/> PUD <small>(All Categories)</small>	<input type="checkbox"/> Dechlorination <small>(diffusers, chemicals, etc.)</small>							Reused <small>(if any)</small>	Turbidity	
	<input type="checkbox"/> Well Dev/Rehab <small>(Not Typical)</small>	<input type="checkbox"/> Water Board <small>(Large Volume Only)</small>	<input type="checkbox"/> Inlet Protection	Erosion Controls	pH	Unit			Range 6.5 to 8.5			
	<input type="checkbox"/> Small Volume/Other <small>(No Sampling Required)</small>	<input type="checkbox"/> County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	<input type="checkbox"/> Sediment Controls									

Event #2												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence ⁷			Notes Report exceedence to RE & complete page 2 of 2
					Measure	Unit	Time	Result	Limit	No	Yes	
Inlet Location Start End Date: Time: Date: Time:	<input type="checkbox"/> Superchlorinated <small>(Chlorine added for disinfection)</small>	<input type="checkbox"/> TSW <small>(All Categories)</small>	<input type="checkbox"/> Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	<input type="checkbox"/> Large Volume <small>(≥ 325,850 gal)</small>	<input type="checkbox"/> PUD <small>(All Categories)</small>	<input type="checkbox"/> Dechlorination <small>(diffusers, chemicals, etc.)</small>							Reused <small>(if any)</small>	Turbidity	
	<input type="checkbox"/> Well Dev/Rehab <small>(Not Typical)</small>	<input type="checkbox"/> Water Board <small>(Large Volume Only)</small>	<input type="checkbox"/> Inlet Protection	Erosion Controls	pH	Unit			Range 6.5 to 8.5			
	<input type="checkbox"/> Small Volume/Other <small>(No Sampling Required)</small>	<input type="checkbox"/> County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	<input type="checkbox"/> Sediment Controls									

Instructional Notes found on the Page 2 of 2

Submit completed Form to RE

Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

Event #1	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...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.	
4) If any answers are YES, Notify the RE immediately for further action	

Event #2	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...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.	
4) If any answers are YES, Notify the RE immediately for further action	

Instructional Notes to Contractor

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
- 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
- 3) Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

Contact	Email	When to Notify
TSW	SWPPP@SanDiego.gov	3 days prior to all discharges
PUD	CompReports@SanDiego.gov RDavenport@sandiego.gov	3 days prior to all discharges
San Diego Water Board	SanDiego@WaterBoards.ca.gov cc:Ben.Neill@WaterBoards.ca.gov	3 days prior to a Large Volume discharge
County of San Diego	DEH: joseph.palmer@sdcounty.ca.gov dominique.edwards@sdcounty.ca.gov	3 days prior if ≥100,000 gal within ¼ mile of the ocean/bay
	WPP: Nicholas.DelValle@sdcounty.ca.gov	3 days prior if enters County's MS4 or unincorporated County

- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed/modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in notes section.
- 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
- 6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 mins, 50-60 mins, last 10 mins
Large Volume	Chlorine, Turbidity	first 10 mins, 50-60 mins, last 10 mins
Well Dev/Rehab	Chlorine, Turbidity	first 10 mins, 50-60 mins, last 10 mins
Small Volume/Other	None	None

- 7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Volume	Estimate None	
Chlorine	Field Measurement	0.10 mg/L-Cl
Turbidity	Visual Estimate	20 NTU for inland water 225 NTU for ocean 100 NTU for well water
pH	Field Measurement	6.5 to 8.5

APPENDIX I
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 _____ 24 HR. PHONE () _____

ADDRESS _____

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

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -	
B	INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.
C	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type)		CAS Number
D	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>	
D	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	QUANTITY RELEASED
D	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE	DURATION OF RELEASE — DAYS — HOURS — MINUTES
E	ACTIONS TAKEN		
F	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)		
	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____		
	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____		
	<input type="checkbox"/> NOTKNOWN (explain) _____		
G	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
H	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
I	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.		
	REPORTING FACILITY REPRESENTATIVE (print or type) _____		
	SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____		DATE: _____

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX J
SAMPLE OF PUBLIC NOTICE



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

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

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



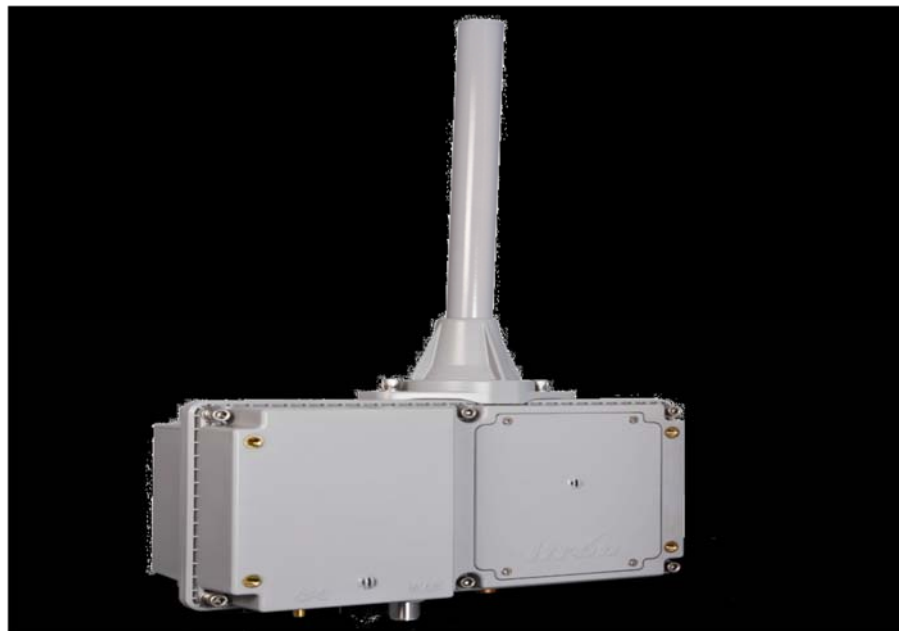
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

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

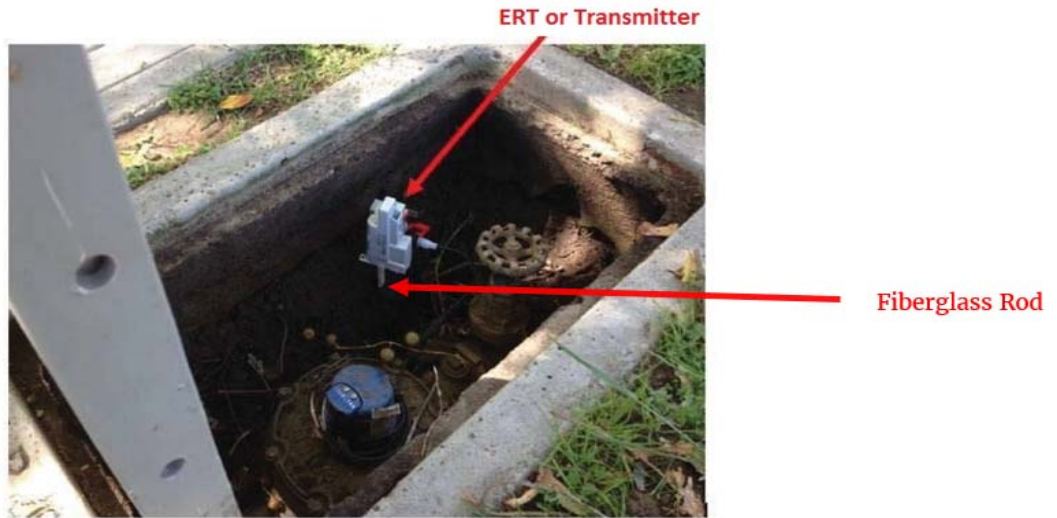


Photo 6 below is an example of disturbance that shall be avoided:

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 Incorporated, herein called "Contractor" for construction of **AC WATER & SEWER GROUP 1027**; Bid No. **K-19-1805-DBB-3**; in the amount of **Five Million Seven Hundred Seventy Two Thousand Seven Hundred Sixty One Dollars and Zero Cents (\$5,772,761.00)**, which is comprised of the Base Bid plus Additive Alternates A and B.

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.
 - (e) That certain documents entitled **AC WATER & SEWER GROUP 1027**, on file in the office of the Public Works Department as Document No. **B-15118 and B-15121**, 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 **AC WATER & SEWER GROUP 1027**, Bid Number **K-19-1805-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: 

Mara W. Elliott, City Attorney

By: 

Print Name: Claudia C. Abarca
Deputy Director
Public Works Contracts

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

Date: June 18, 2019

Date: 6/19/19

CONTRACTOR

By: 

Print Name: Dominic J. Burtech

Title: President & CEO - Burtech Pipeline, Inc.

Date: May 30, 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, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

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:

AC WATER & SEWER GROUP 1027

(Project Title)

as particularly described in said contract and identified as Bid No. **K-19-1805-DBB-3**; SAP No. (WBS/IO/CC) **B-15118** and **B-15121**; 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

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

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	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 ②	CHECK IF JOINT VENTURE PARTNER SHIP
	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


AC WATER & SEWER GROUP 1027

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 16TH day of APRIL, 2019

BURTECH PIPELINE, INCORPORATED (SEAL)
(Principal)

NORTH AMERICAN SPECIALTY
INSURANCE COMPANY (SEAL)
(Surety)

By: 
(Signature)
DOMINIC J. BURTECH, JR., PRESIDENT

By: 
(Signature)
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 5/2/19 before me, Arthur P. Arquilla, Notary Public,
(Here insert name and title of the officer)

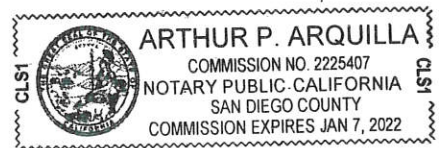
personally appeared Dominic Buntech,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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.

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

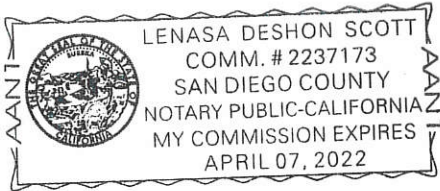
CIVIL CODE § 1189

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 4/16/2019 before me, LENASA DESHON SCOTT, 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 *Lenasa D Scott*
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

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

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- 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 16th day of APRIL, 2019.

[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

 Date 5/3/2019
Signature

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

BURTECH PIPELINE INCORPORATED

Legal Name		DBA	
<u>102 SECOND STREET,</u>	<u>ENCINITAS,</u>	<u>CA</u>	<u>92024</u>
Street Address	City	State	Zip
<u>DOMINIC J. BURTECH, President & CEO</u>	<u>(760) 634-2822</u>	<u>(760) 634-2415</u>	
Contact Person, Title	Phone	Fax	

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.

<u>DOMINIC J. BURTECH</u>	<u>PRESIDENT & CEO</u>
Name	Title/Position

ENCINITAS, CALIFORNIA

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

51%

Interest in the transaction

<u>JULIE J. BURTECH</u>	<u>EXEC. VP & SECRETARY</u>
Name	Title/Position

ENCINITAS, CALIFORNIA

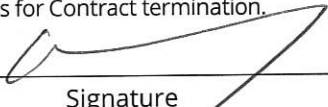
City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

49%

Interest in the transaction

* 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.

<u>DOMINIC J. BURTECH, President & CEO</u> ✓		<u>5/3/2019</u>
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: _____	NONE			
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 ****

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



Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

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

B. BIDDER QUESTIONS

Q1. Looking at the street resurfacing sheets of the plans, pages 33-35 there are several notes referencing "No Paving." This is called out on Boundary Street and Common Wealth Avenue; however, there is a water main shown on Redwood Street without a call out for "No Paving." Is this an oversight by the City or should Redwood have a Grind and Overlay or Slurry Seal?

A1. See revised plans of this Addendum.

Q2. Covington Road, Nutmeg, Olive Street, Palm and Quince Street all stop short of grind and overlay, or slurry seal. Do all these receive a portion of "No paving" as shown on the resurfacing drawings?

A2. See revised plans of this Addendum.

Q3. On the streets marked as "No Paving" as shown on Street Resurfacing Plan sheets 33-35, how will the contractor be required to leave the pipeline trenches? Just base paved or will they be required to grind and overlay with a "T" cap?

A3. See revised plans of this Addendum.

Q4. Sheet #33 and #34 are to show the resurfacing needed for the sheets of plans. Sheet 14 and 15 of the plans are for Redwood St., so work is being performed on this project. However, the resurfacing sheets do not show the required resurfacing for these sheets. It looks like an oversight. Can you please indicate the resurfacing for sheet #14 and #15 on Redwood St.?

A4. See revised plans of this Addendum.

Q5. The Spec 2-5.4.2 "Asset Specific Redlines"; Item #1 "Fiber Optic & WIFI Device Red-Lines". Can you explain what that device is and what are you looking for as a deliverable to the City?

A5. Refer to the 2015 Whitebook, Page 19, Section 2-5.4, Red-lines and Record Documents.

C. ADDITIONAL CHANGES

1. The following are additional changes to the Line Items in the PlanetBids Tab:

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

Section	Item Code	Description	UoM	Quantity	Payment Reference
<u>Main Bid</u>	<u>237310</u>	<u>Cold Milling of Additional Asphalt Concrete with Pavement Fabric Material</u>	<u>SF</u>	<u>57,570</u>	<u>302-1.12</u>
<u>Main Bid</u>	<u>237310</u>	<u>Cold Milling Full Width (2")</u>	<u>SF</u>	<u>218,025</u>	<u>302-1.12</u>
Main Bid	237310	Cold Milling Full Width (3")	SF	374,590	302-1.12
<u>Main Bid</u>	<u>237310</u>	<u>Asphalt Pavement Repair</u>	<u>TON</u>	<u>26</u>	<u>302-3.2</u>
Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I}	SF	71,950 <u>180,365</u>	302-4.12.4
Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	SF	71,950 <u>180,365</u>	302-4.12.4
Main Bid	237310	Asphalt Concrete Overlay	TON	6,937 <u>3,047</u>	302-5.9

Section	Item Code	Description	UoM	Quantity	Payment Reference
Main Bid	<u>237310</u>	<u>Pavement Fabric</u>	<u>SY</u>	<u>6,396</u>	<u>302-7.4</u>
Main Bid	237110	Water Main (8 Inch) CL 235	LF	12,479 <u>11,700</u>	306-15.1
Main Bid	237110	Water Main (8 Inch) CL 305	LF	1,343 <u>2,600</u>	306-15.1

D. PLANS

1. To Drawing Sheet Numbers 39493-1-D 39493-33-D, 39493-34-D, and 39493-35-D, **DELETE** in their entirety and **REPLACE** with pages 6 through 9 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *April 19, 2019*
San Diego, California

JN/RP/LJI

CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E., 69 KV & HIGHER)
- LOCATE AND RECONNECT ALL SEWER LATERALS, LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS. LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- CITY FORCES, WHEN SPECIFIED OR SHOWN ON THE PLANS, WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS.
- KEEP EXISTING MAINS IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SPECIFIED SHOWN ON PLANS.
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POT-HOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 5-UTILITIES.
- EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- ALL ADVANCE METERING INFRASTRUCTURE (AM) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENT.
- PROVIDE A CORROSION PREVENTATIVE COATING ON ALL BURIED DUCTILE IRON PIPE AND FITTING INCLUDING ALL BENDS, TEES, CROSSES, FLEX COUPLINGS, FLANGE BOLTS, AND VALVES. THE COATING (EPOXY, FUSION BONDED EPOXY, WAX TAPE (RECOMMENDED), OR POLYURETHANE) SHALL BE HOLIDAY FREE, CONFORMING TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (WHITE BOOK) SECTION 209-1.1.2. IF ANY PIPE MATERIALS ARE CHANGED TO METALLIC PIPE DURING THE DESIGN, DEVELOPMENT, OR CONSTRUCTION PHASE, A NEW REVIEW CYCLE BY THE CITY'S CORROSION DEPT. WILL BE REQUIRED.
- WHEN JOINING TWO DISSIMILAR METALS (EX. DUCTILE IRON FITTING AND COPPER SERVICE LATERALS), DIELECTRIC UNION MUST BE INSTALLED BETWEEN THE TWO IN ORDER TO PREVENT GALVANIC CORROSION. WAX TAPE UP TO AND INCLUDING THE DIELECTRIC UNION.
- FOR COORDINATION OF THE SHUTDOWN OF (16 INCHES & LARGER), CONTACT THE CITY'S SENIOR WATER DISTRIBUTION OPERATION SUPERVISOR AT (619)527-7438. FOR COORDINATION OF THE SHUTDOWN OF DISTRIBUTION MAINS (LESS THAN 16 INCHES), CONTACT THE CITY'S WATER OPERATIONS DISTRICT MANAGER AT (619)527-3945.
- CUT AND PLUG LOCATIONS TO BE DETERMINED ON-SITE BY CONTRACTOR AND RESIDENT ENGINEER.

AC WATER & SEWER GROUP JOB 1027

SHEET INDEX

SHEET NO.	DISCIPLINE CODE	TITLE	LIMITS	PIPE		LENGTH (FT)
				SIZE (IN)	MATERIAL	
1	G-1	COVER SHEET				
2	G-2	KEY MAP				
3	C-1	THORN ST	BANCROFT & FELTON ST	8	WTR	600.00
4	C-2	THORN ST	FELTON & MCKINLEY ST	8	WTR	513.20
5	C-3	ALLEY BLOCK D	THORN & REDWOOD ST	8	WTR	678.35
6	C-4	33RD ST	THORN & REDWOOD ST	8	WTR	700.00
7	C-5	33RD ST	REDWOOD & PALM ST	8	WTR	600.00
8	C-6	33RD ST	PALM & NUTMEG ST	8	WTR	684.84
9	C-7	FELTON ST	THORN & REDWOOD ST	8	WTR	600.00
10	C-8	FELTON ST	REDWOOD & PALM ST	8	WTR	700.00
11	C-9	FELTON ST	PALM & NUTMEG ST	8	WTR	686.28
12	C-10	GREGORY ST	THORN & REDWOOD ST	8	WTR	661.04
13	C-11	MCKINLEY ST	THORN & REDWOOD ST	8	WTR	677.23
14	C-12	REDWOOD ST	BANCROFT & FELTON ST	12	WTR	600.00
15	C-13	REDWOOD ST	FELTON & MCKINLEY ST	12	WTR	614.68
16	C-14	LITTLE FLOWER ST	MCKINLEY & BOUNDARY ST	8	WTR	299.53
17	C-15	QUINCE ST	MCKINLEY & BOUNDARY ST	8	WTR	368.19
18	C-16	PALM ST	FELTON & GREGORY ST	8	WTR	400.00
19	C-17	PALM ST	GREGORY & BOUNDARY ST	8	WTR	632.26
20	C-18	OLIVE ST	GREGORY & BOUNDARY ST	8	WTR	640.31
21	C-19	NUTMEG ST	BANCROFT & FELTON ST	8	WTR	681.56
22	C-20	NUTMEG ST	KEW TR & BOUNDARY ST	8	WTR	568.84
23	C-21	KEW TR	NUTMEG ST & KEW TR	8	WTR	165.47
24	C-22	COVINGTON RD	COVINGTON RD & BOUNDARY ST	8	WTR	645.09
25	C-23	COMMONWEALTH AVE	BOUNDARY & LAUREL ST	8	WTR	350.12
26	C-24	BOUNDARY ST	OLIVE ST & COVINGTON RD	8	WTR	600.00
27	C-25	BOUNDARY ST	COVINGTON RD & LAUREL ST	8	WTR	700.00
28	C-26	BOUNDARY ST	LAUREL & MONTCLAIR ST	8	WTR	686.94
29	C-27	KEW TR	SEWER NUTMEG ST & KEW TR	8	SWR	93.99
30	C-28			TOTAL	WATER	15053.93
31	C-29			TOTAL	SEWER	94.00
32	C-30	CITY FORCES				
33	C-31					
34	C-32					
35	C-33	STREET RESURFACING				
36	C-34					
37	C-35					
38	C-36	CURB RAMP LOCATION				
39	C-37					
40	C-38					
41	C-39	SURVEY MONUMENTS				
42	C-40					
43	C-41					
44	C-42	CHLORINATION DISCHARGE PLAN				
45	C-43					
46	C-44	HORIZONTAL ALIGNMENT REPORTS				

DISCIPLINE CODE
G GENERAL
C CIVIL
T TRAFFIC CONTROL

WORK TO BE DONE

CONSTRUCTION OF WATER AND SEWER GROUP JOB 1027 CONSISTS OF THE INSTALLATION OF 15,053 LINEAR FEET OF 8" AND 12" WATER MAINS, WATER SERVICES, FIRE HYDRANTS, AND INSTALLATION OF 94 LF OF 8" SEWER MAIN AND OTHER APPURTENANCES SHOWN ON THESE PLANS, AND SPECIFICATIONS.

LEGEND

IMPROVEMENTS	REFERENCE	SYMBOL
TRENCH RESURFACING	SDG-107, SDG-108	
SEWER MAIN	SDS-101, SDS-110 (TYPE C)	
SEWER MANHOLE/PVC LINED	SDS-106, SDS-107, SDS-108, SDM-113, SDS-120, M-3, SM-07	
4" SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED	SDS-102, SDS-103, SDS-104, SDS-105, SDS-110 (TYPE C), SDS-118	
PIPE SUPPORT FOR UNDERCUT AC WATER MAIN	SDW-162	
CUTTING AND PLUGGING ABANDONED WATER MAIN SURVEY MONUMENT	WP-03 M-10, M-10A, M-10B	
WATER MAIN & APPURTENANCES	SDM-105, SDW-110, SDW-151, SDW-161	
VALVES WITH CAPS AND WELLS	SDW-109, SDW-152, SDW-153, WV-05	
FIRE SERVICE CONNECTION & ASSEMBLY	SDM-105, SDW-109, SDW-118, SDW-152, SDW-153	
6" FIRE HYDRANT ASSEMBLY & MARKER 2-PORT UNLESS SPECIFIED AS 3-PORT	SDM-105, SDW-104, SDW-109, SDW-152, SDW-153	
1" WATER SERVICE UNLESS OTHERWISE SPECIFIED	SDM-105, SDW-107, SDW-134, SDW-135, SDW-136, SDW-137, SDW-138, SDW-149, SDW-150, WS-03	
BLOW-OFF ASSEMBLY	SDM-105, SDW-106, SDW-143, SDW-144, SDW-145, SDW-146, WB-05.	
AIR & VACUUM VALVE	SDM-105, SDW-117, SDW-158, SDW-159, SDW-160	
HIGHLIGHTING BY CONTRACTOR	SDW-170, SDW-171, SDW-172, SDW-173, SDW-174 IF APPLICABLE	

FIELD DATA

DATUM: MEAN SEA LEVEL
STREETS REQUIRING 12" TRENCH CAP: NONE

CONSTRUCTION STORM WATER PROTECTION NOTES

- TOTAL SITE DISTURBANCE AREA (ACRES) 1.04
HYDROLOGIC UNIT / WATERSHED PUEBLO SAN DIEGO / SAN DIEGO BAY
HYDROLOGIC SUBAREA CHOLLAS, 908.22
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
 WPCP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
 SWPPP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DW0 AS AMENDED BY ORDER 2010-0014-DW0 AND 2012-0006-DW0
TRADITIONAL RISK LEVEL 1 2 3
LUP: RISK TYPE 1 2 3
- CONSTRUCTION SITE PRIORITY
 ASBS HIGH MEDIUM LOW

EXISTING STRUCTURES

EX WATER MAIN & VALVES	-----●-----
EX WATER METER	-----□-----
EX FIRE HYDRANT	○---●
EX SEWER MAIN & MANHOLES	-----○-----
EX DRAINS	=====
EX PAVEMENT (PROFILE)	////
EX GROUND LINE (PROFILE)	////
EX TRAFFIC SIGNAL	○KTS
EX STREET LIGHT	◆SL
GAS MAIN	-----
ELEC. COND., TEL. COND., CATV	---E---T---C---
RAILROAD, TROLLEY TRACKS	=====

ABBREVIATIONS

ABAND	ABANDON	EL, ELEV	ELEVATION	OVHD	OVER HEAD
ABAND'D	ABANDONED	ELEC	ELECTRIC	PVC	POLYVINYL CHLORIDE
AC	ASBESTOS CEMENT PIPE	EX, EXIST	EXISTING	PROP	PROPOSED
AHD	AHEAD	E/O	EAST OF	RED	REDUCER
ASSY	ASSEMBLY	F	FLANGE	RT	RIGHT
BFV	BUTTERFLY VALVE	FH	FIRE HYDRANT	S	SURVEY LINE
BK	BACK	FS	FIRE SERVICE	SD&E	SAN DIEGO ARIZONA & EASTERN RAILROAD
BTWN	BETWEEN	GV	GATE VALVE	SDTI	SAN DIEGO TROLLEY INC.
CATV	CABLE TV	HDPE	HIGH-DENSITY POLYETHYLENE	S/O	SOUTH OF
CI	CAST IRON PIPE	HP	HIGH PRESSURE	SWR	SEWER
CL	CENTER LINE	IE	INVERT ELEVATION	TEL	TELEPHONE
COND	CONDUIT	LT	LEFT	UNK	UNKNOWN
CONT	CONTINUED	MJ	MECHANICAL JOINT	VC	VITRIFIED CLAY PIPE
CONTR	CONTRACTOR	MTS	SAN DIEGO METROPOLITAN TRANSIT SYSTEM	WM	WATER METER
DB	DIRECT BURIED	MTD	MULTIPLE TELEPHONE DUCT	WTR	WATER
DI	DUCTILE IRON PIPE	N/O	NORTH OF	W/O	WEST OF
EB	ENCASED BURIED				

TOPOGRAPHY SOURCE

BASED ON FIELD SURVEY PERFORMED BY CITY OF SAN DIEGO SURVEYING DIVISION ON 3-24-2016. WBS B-15121 & B-15118

BENCHMARK


NWPB THORN / 32ND, ELEVATION 312.633 MSL, BASED ON NGVD 29 FEET AS SHOWN IN THE CITY OF SAN DIEGO BENCHMARK.

BASIS OF BEARINGS / COORDINATES

THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING R. OF S. 14492 NAD 83 FEET, ZONE 6 (EPOCH 1991.35), UTILIZING RTK/GPS FIELD PROCEDURES WITH A CALVRS BASE STATION BROADCAST OF 2014 AND CONSTRAINING TO GPS 17 (PT. #20017) AND CHECKING GPS 245, I.E. N 08° 47' 15" E.

AS-BUILT INFORMATION

MATERIALS	MANUFACTURER
PIPE CL 235 (WATER)	-
PIPE SDR 35 (SEWER)	-
GATE VALVES	-
FIRE HYDRANTS	-
SEWER MANHOLES	-
REHABILITATE SEWER MANHOLES	-
REHABILITATE SEWER MAIN	-

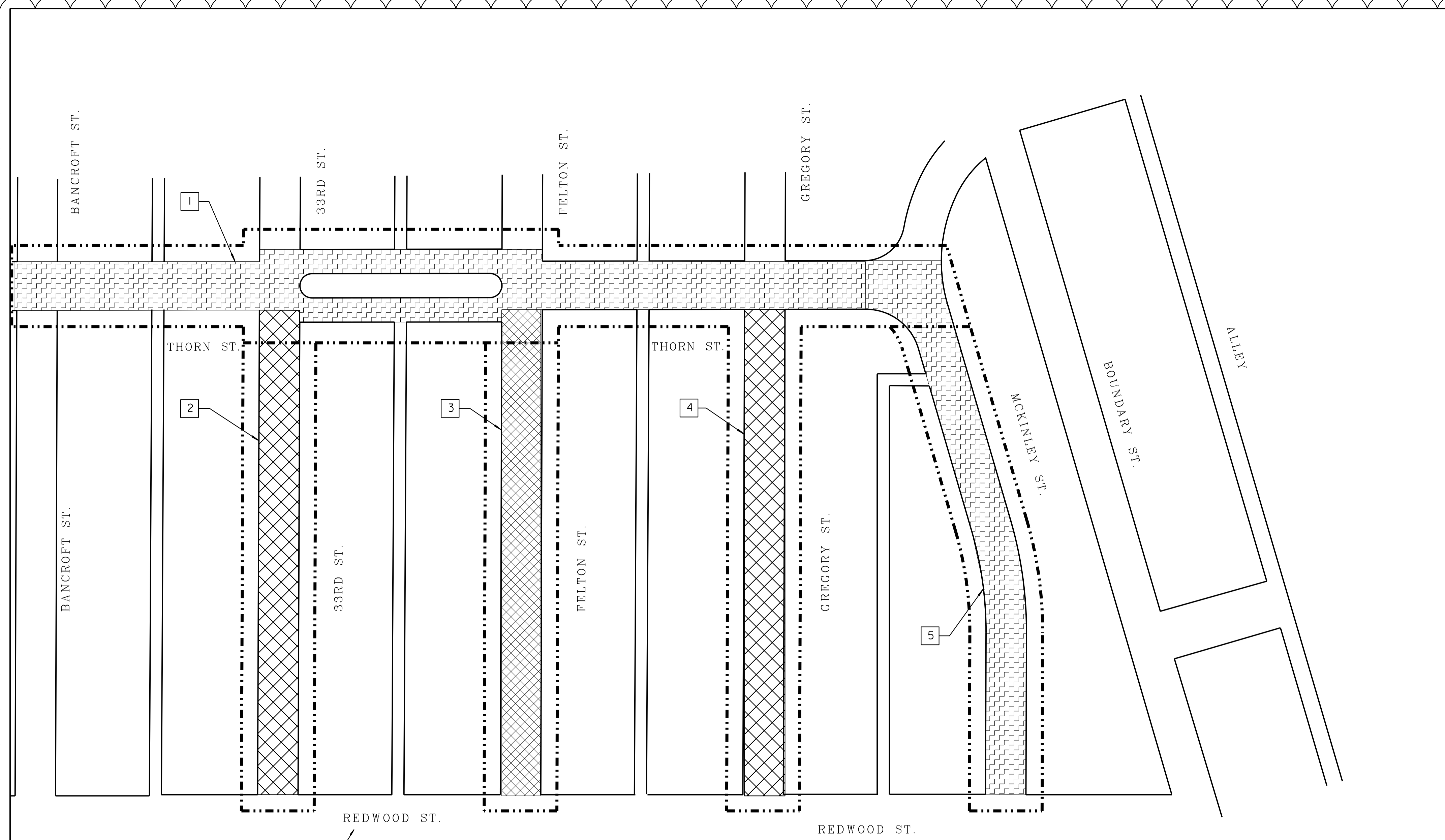
	SPEC. NO. 1885 CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 1 OF 46 SHEETS DATE: 3/18/19 PROJECT NO: C59403 PROJECT MANAGER: JOE MYERS PROJECT ENGINEER: SEE SHEETS COORDINATE: CCS27 DATE STARTED: _____ DATE COMPLETED: _____	WATER WBS: B-15121 SEWER WBS: B-15118 PROJECT ENGINEER: JOE MYERS PROJECT MANAGER: SEE SHEETS COORDINATE: CCS27 PROJECT ENGINEER: SEE SHEETS COORDINATE: CCS83 39493-1-D
---	--	---

AC WATER & SEWER GROUP JOB 1027

G-1

PLANS FOR THE CONSTRUCTION OF
AC WATER & SEWER GROUP JOB 1027
COVER SHEET





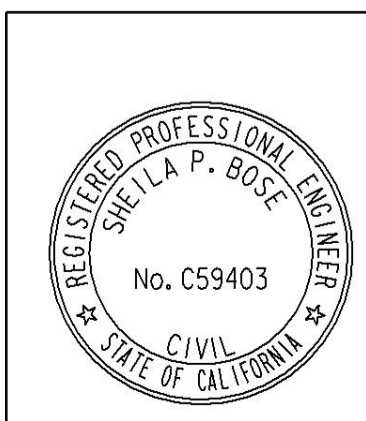
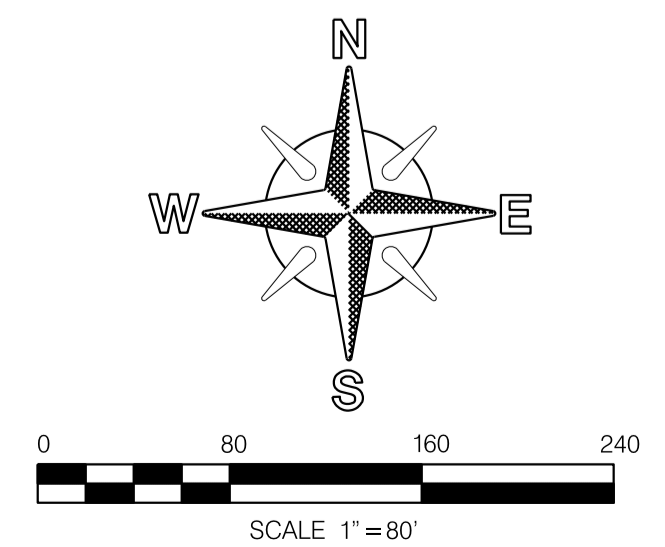
PAVING SCHEDULE NOTES										
NO.	LOCATION	STREET SEGMENT ID	OCI	CROSS STREET 1	CROSS STREET 2	RESTORATION REQUIRED	RESTORATION LIMITS	LENGTH (FT)	WIDTH (FT)	APPROX. AREA (SF)
1	THORN ST.	SS-026450 SS-026451 SS-026452 SS-026425	82.81 90.87 84.36 74.89	33RD FELTON GREGORY MCKINLEY	BANCROFT 33RD FELTON GREGORY	SLURRY SEAL TYPE I OVER II	SHTS 3,4: STA 1+00 TO 12+13	113	40	44520
2	33RD ST.	SS-000798	69.58	REDWOOD	THORN	FULL WIDTH COLD MILLING + AC OVERLAY 2"	SHT 6: STA 1+00 TO 7+20	620	30	18600
3	FELTON ST.	SS-010999	35.68	REDWOOD	THORN	FULL WIDTH COLD MILLING TO CONCRETE BASE, PLACE LEVELING COURSE & PAVEMENT FABRIC FOR 1.5" AC OVERLAY	SHTS 9,10: STA 1+00 TO 7+20	620	30	18600
4	GREGORY ST.	SS-012680	47.79	REDWOOD	THORN	FULL WIDTH COLD MILLING + AC OVERLAY 2"	SHT 12: STA 1+00 TO 7+20	620	30	18600
5	MC KINLEY ST.	SS-017864	86.64	REDWOOD	THORN	SLURRY SEAL TYPE I OVER II	SHT 13: STA 1+00 TO 7+35	635	30	19050
TOTAL AREA OF SLURRY SEAL TYPE I OVER TYPE II										63,570 SF
TOTAL AREA OF FULL WIDTH COLD MILLING + AC OVERLAY 2"										37,200 SF
TOTAL AREA OF FULL WIDTH COLD MILLING TO CONCRETE BASE, PLACE LEVELING COURSE & PAVEMENT FABRIC FOR 1.5" AC OVERLAY										18,600 SF

MATCH LINE SEE SHT 34

NO PAVING ONTO REDWOOD STREET BECAUSE OF UUGII, A FUTURE UNDERGROUNDING PROJECT. UUGII IS ANTICIPATED TO BEGIN 2/2024; SCHEDULE SUBJECT TO CHANGE.

LEGEND	
	APPROX. LIMITS OF SLURRY SEAL TYPE I OVER TYPE II
	APPROX. LIMITS OF FULL WIDTH COLD MILLING + AC OVERLAY 2"
	APPROX. LIMITS OF FULL WIDTH COLD MILLING TO CONCRETE BASE, PLACE LEVELING COURSE & PAVEMENT FABRIC FOR 1.5" AC OVERLAY
	LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET)
	PHASED PAVING BOUNDARY *

*ORDER DETERMINED BY COMPLETION OF PIPE INSTALLATION. SEE SPEC(SSP) SECTION 306-1.1, PHASED PAVING.



C-31	
AC WATER & SEWER GROUP JOB 1027 STREET RESURFACING PLAN	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 33 OF 46 SHEETS	
APPROVED: <i>Sheila Bose</i> FOR CITY ENGINEER SHEILA BOSE PRINT DCE NAME	DATE: 3/18/19 DATE: C59403 RCE#
WATER WBS: B-15121 SEWER WBS: B-15118	SUBMITTED BY: JOE MYERS PROJECT MANAGER
DESCRIPTION	BY
APPROVED	DATE
FILMED	
PROJECT ENGINEER	SEE SHEETS
CCS27 COORDINATE	SEE SHEETS
CCS83 COORDINATE	CCS83 COORDINATE
CONTRACTOR	DATE STARTED
INSPECTOR	DATE COMPLETED
39493-33-D	

△ UPDATED PAVING SCHEDULE

ADDENDUM A

STREET RESURFACING PLAN

MATCH LINE SEE SHT 33

MCKINLEY ELEMENTARY SCHOOL

PALM ST.

TERESITA ST.

NUTMEG ST.

LITTLE FLOWER ST.

QUINCE ST.

PALM ST.

OLIVE ST.

COOPER ST.

NUTMEG ST.

BANCROFT ST.

33RD ST.

FELTON ST.

MCKINLEY ST.

33RD ST.

FELTON ST.

TERESITA ST.

SAINT AUGUSTINE HIGH SCHOOL

BANCROFT ST.

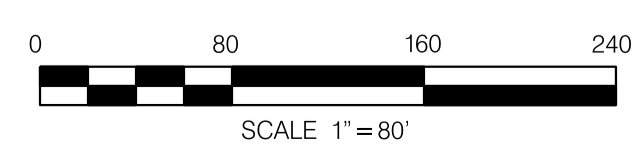
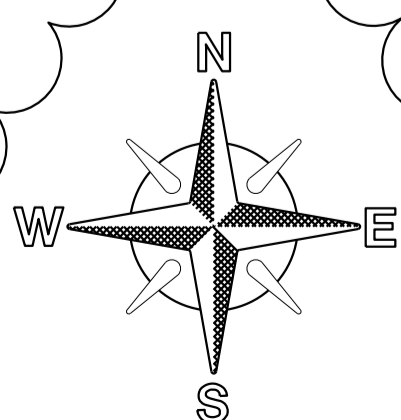
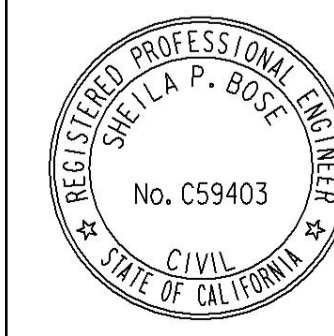
GREGORY ST.

BOUNDARY ST.

COOPER ST.

KEW TR.

MATCH LINE SEE SHT 35



PAVING SCHEDULE NOTES										
NO.	LOCATION	STREET SEGMENT ID	OCI	CROSS STREET 1	CROSS STREET 2	RESTORATION REQUIRED	RESTORATION LIMITS	LENGTH (FT)	WIDTH (FT)	APPROX. AREA (SF)
1	LITTLE FLOWER ST.	SS-016600	76.67	MCKINLEY	BOUNDARY	SLURRY SEAL TYPE I OVER II	SHT 16: STA 1+00 TO 4+00	300	30	9000
2	QUINCE ST.	SS-022526	59.42	MCKINLEY	BOUNDARY	FULL WIDTH COLD MILLING+AC OVERLAY 2"	SHT 17: STA 1+00 TO 3+98	298	30	8940
3	QUINCE ST.	SS-022526	59.42	MCKINLEY	BOUNDARY	SLURRY SEAL TYPE I OVER II	SHT 17: STA 3+98 TO 4+68	70	30	2100
4	PALM ST.	SS-021074 SS-021061	46.95 45.82	FELTON	BOUNDARY	FULL WIDTH COLD MILLING+AC OVERLAY 2"	SHTS 18J9: STA 1+00 TO 10+07	907	45	40815
5	PALM ST.	SS-021062	39.46	MCKINLEY	BOUNDARY	SLURRY SEAL TYPE I OVER II	SHT 19: STA 10+07 TO 11+32	125	45	5625
6	OLIVE ST.	SS-020459	64.38	GREGORY	BOUNDARY	FULL WIDTH COLD MILLING+AC OVERLAY 2"	SHT 20: STA 1+00 TO 6+15	515	30	15450
7	OLIVE ST.	SS-020459	64.38	GREGORY	BOUNDARY	SLURRY SEAL TYPE I OVER II	SHT 20: STA 6+15 TO 7+40	125	30	3750
8	NUTMEG ST.	SS-020210	63.24	BANCROFT	33RD	SLURRY SEAL TYPE I OVER II	SHT 26: STA 1+00 TO 4+44	344	55	18920
9	NUTMEG ST.	SS-020211 SS-020194	35.52 57.68	33RD 33RD	FELTON 33RD	FULL WIDTH COLD MILLING+AC OVERLAY 2"	SHT 26: STA 4+44 TO 7+82	338	55	18590
10	NUTMEG ST.	SS-020196	44.75	KEW	BOUNDARY	FULL WIDTH COLD MILLING+AC OVERLAY 2"	SHT 22: STA 1+00 TO 5+44	444	30	13320
11	NUTMEG ST.	SS-020196	44.75	KEW	BOUNDARY	SLURRY SEAL TYPE I OVER II	SHT 22: STA 5+44 TO 6+69	125	30	3750
12	KEW TERRACE	SS-015213	26.66	BEGIN	NUTMEG	FULL WIDTH COLD MILLING+AC OVERLAY 2"	SHT 23: STA 1+00 TO 2+66	166	30	4980
13	BOUNDARY ST.	SS-004691 SS-004693 SS-004694	90.71 88.79 78.81	COOPER	LAUREL SEE SHT 35	SLURRY SEAL TYPE I OVER II	SHT 26,27: STA 1+00 TO 14+35	1345	40	53800
14	33RD ST.	SS-000799 SS-000800	67.88 51.66	NUTMEG	REDWOOD	FULL WIDTH COLD MILLING+AC OVERLAY 2"	SHT 7, 8: STA 7+80 TO 20+85	1305	30	39150
15	FELTON ST.	SS-011000 SS-011001 SS-011002	62.93 37.19 45.73	NUTMEG	REDWOOD	FULL WIDTH COLD MILLING TO CONCRETE BASE, PLACE LEVELING COURSE & FABRIC FOR 1.5" AC OVERLAY	SHT 10, 11: STA 7+80 TO 20+85	1305	30	39150
TOTAL AREA OF SLURRY SEAL TYPE I OVER TYPE II										96,945 SF
TOTAL AREA OF FULL WIDTH COLD MILLING + AC OVERLAY 2"										141,245 SF
TOTAL AREA OF FULL WIDTH COLD MILLING TO CONCRETE BASE, PLACE LEVELING COURSE & PAVEMENT FABRIC FOR 1.5" AC OVERLAY										39,150 SF

LEGEND

- APPROX. LIMITS OF SLURRY SEAL TYPE I OVER TYPE II
- APPROX. LIMITS OF FULL WIDTH COLD MILLING + AC OVERLAY 2"
- APPROX. LIMITS OF FULL WIDTH COLD MILLING TO CONCRETE BASE, PLACE LEVELING COURSE & PAVEMENT FABRIC FOR 1.5" AC OVERLAY
- LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET)
- PHASED PAVING BOUNDARY*

*ORDER DETERMINED BY COMPLETION OF PIPE INSTALLATION. SEE SPEC(SSP) SECTION 306-1.1, PHASED PAVING.

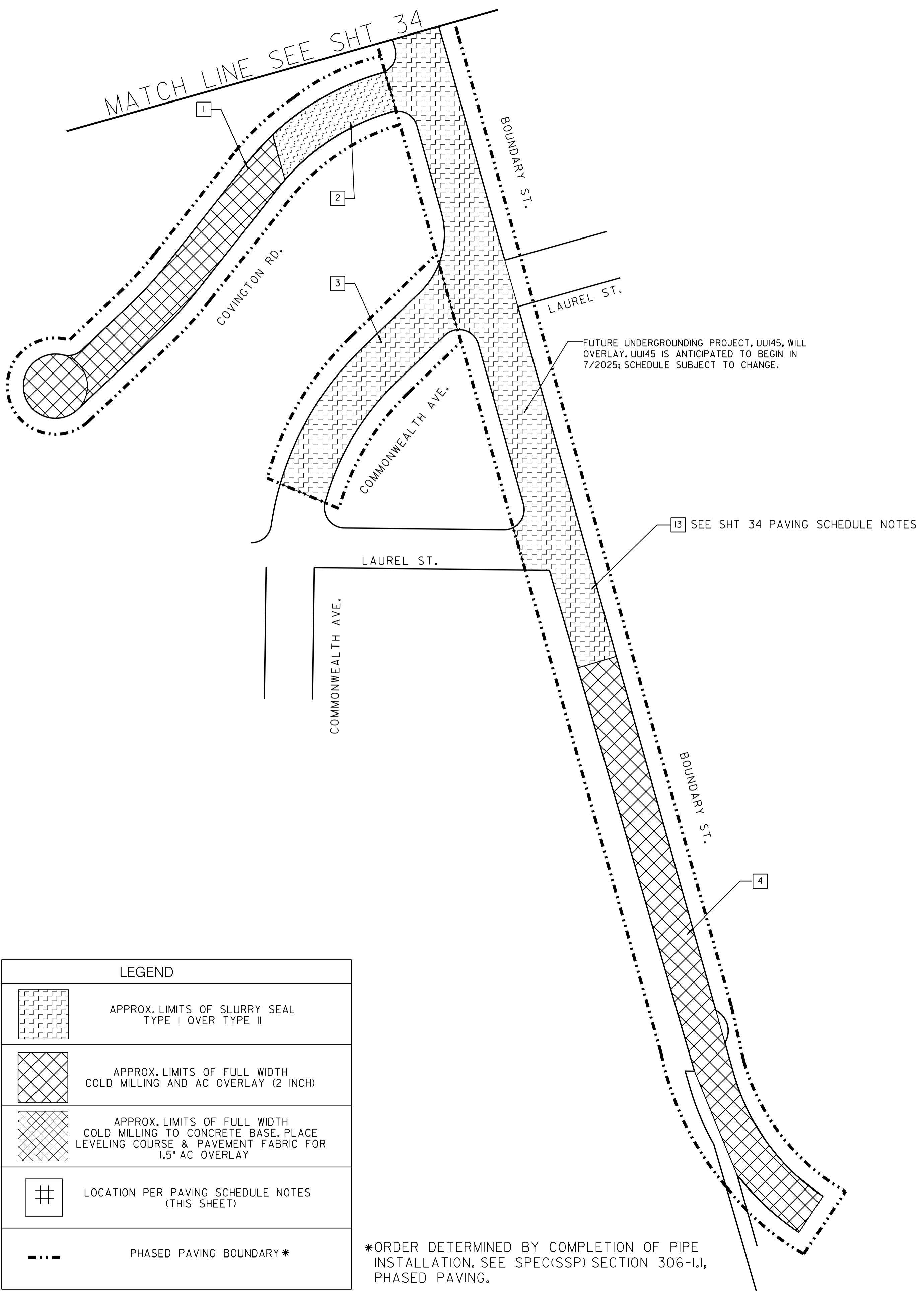
AC WATER & SEWER GROUP JOB 1027
STREET RESURFACING PLAN

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 34 OF 46 SHEETS		WATER WBS B-15121 SEWER WBS B-15118
APPROVED: <i>Sheila Bose</i> FOR CITY ENGINEER SHEILA BOSE PRINT DCE NAME	DATE: 3/18/19 DATE: C59403 RCE#	SUBMITTED BY: JOE MYERS PROJECT MANAGER CHECKED BY:
DESCRIPTION	BY	APPROVED
ORIGINAL	SM	<i>Sheila Bose</i>
DATE	04/19/2019	
FILED		
PROJECT ENGINEER	SEE SHEETS	CCS27 COORDINATE
SEE SHEETS	CCS83 COORDINATE	39493-34-D
CONTRACTOR	DATE STARTED	
INSPECTOR	DATE COMPLETED	

STREET RESURFACING PLAN

PAVING SCHEDULE NOTES

NO.	LOCATION	STREET SEGMENT ID	OCI	CROSS STREET 1	CROSS STREET 2	RESTORATION REQUIRED	RESTORATION LIMITS	LENGTH (FT)	WIDTH (FT)	APPROX. AREA (SF)
1	COVINGTON RD.	SS-008122	59.92	BEGIN	BOUNDARY	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	SHT 24: STA 1+00 TO 5+50	450	30	13500
2	COVINGTON RD.	SS-008122	59.92	BEGIN	BOUNDARY	SLURRY SEALTYPE I OVER II	SHT 24: STA 5+50 TO 7+45	195	30	5850
3	COMMONWEALTH AVE.	SS-007735	70.95	LAUREL	BOUNDARY	SLURRY SEALTYPE I OVER II	SHT 25: STA 1+00-4+50	350	40	14000
4	BOUNDARY ST	SS-004708	62.22	MONTCLAIR	LAUREL	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	SHT 28: STA 14.35 TO 20+87	652	40	26080
TOTAL AREA OF SLURRY SEAL TYPE I OVER TYPE II										19,850 SF
TOTAL AREA OF FULL WIDTH COLD MILLING + AC OVERLAY 2"										39,580 SF



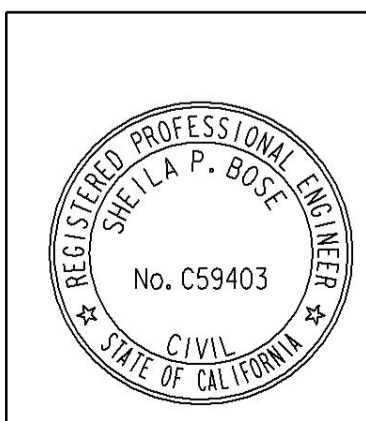
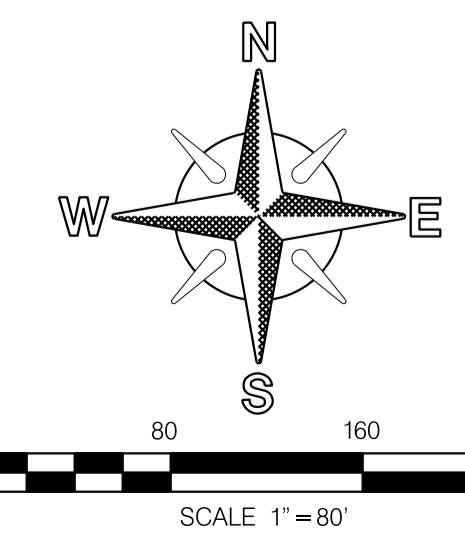
LEGEND	
	APPROX. LIMITS OF SLURRY SEAL TYPE I OVER TYPE II
	APPROX. LIMITS OF FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)
	APPROX. LIMITS OF FULL WIDTH COLD MILLING TO CONCRETE BASE. PLACE LEVELING COURSE & PAVEMENT FABRIC FOR 1.5" AC OVERLAY
	LOCATION PER PAVING SCHEDULE NOTES (THIS SHEET)
	PHASED PAVING BOUNDARY*

*ORDER DETERMINED BY COMPLETION OF PIPE INSTALLATION. SEE SPEC(SSP) SECTION 306-1.1, PHASED PAVING.

STREET RESURFACING PLAN

C-33

AC WATER & SEWER GROUP JOB 1027
STREET RESURFACING PLAN



CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 35 OF 46 SHEETS		WATER WBS B-15121 SEWER WBS B-15118
APPROVED: <i>Sheila Bose</i> FOR CITY ENGINEER SHEILA BOSE PRINT DCE NAME	DATE: 3/18/19 DATE: C59403 RCE#	ISSUED BY: JOE MYERS PROJECT MANAGER
DESCRIPTION	BY	APPROVED
ORIGINAL	GM	<i>Sheila Bose</i>
DATE	04/19/2018	
FILED		
ADDENDUM A		
CONTRACTOR INSPECTOR		DATE STARTED DATE COMPLETED
		PROJECT ENGINEER SEE SHEETS CCS27 COORDINATE
		SEE SHEETS CCS83 COORDINATE
		39493-35-D

A. CHANGES TO CONTRACT DOCUMENTS

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

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

James Nagelvoort, Director
Public Works Department

Dated: *April 23, 2019*
San Diego, California

JN/RP/MLW

Bid Results

Bidder Details

Vendor Name Burtech Pipeline Incorporated
Address 102 Second Street
 Encinitas, CA 92024
 United States

Respondee DOMINIC BURTECH
Respondee Title PRESIDENT & CEO
Phone 760-634-2822 Ext.
Email buddy@burtechpipeline.com
Vendor Type PQUAL,CADIR,Local
License # 718202
CADIR 1000006324

Bid Detail

Bid Format Electronic
Submitted May 3, 2019 1:26:25 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 177154
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Contractor's Certification of Pending Actions	Contractor's Certification of Pending Actions.pdf	Contractors Certification of Pending Actions
Mandatory Disclosure of Business Interests	Mandatory Disclosure of Business Interests Form.pdf	Mandatory Disclosure of Business Interests
Subcontractor Listing	Subcontractor Listing.pdf	Subcontractor Listing (Other Than First Tier)
Subcontractors Additive-Deductive Alternates	Subcontractors Additive-Deductive Alternates.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	\$45,000.00	\$45,000.00	
2	WPCP Development					
	541330	LS	1	\$750.00	\$750.00	
3	WPCP Implementation					
	237110	LS	1	\$30,000.00	\$30,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
4	Video Recording of Existing Conditions					
	238990	LS	1	\$3,000.00	\$3,000.00	
5	Mobilization					
	237110	LS	1	\$100,000.00	\$100,000.00	
6	Field Orders (EOC Type II)					
		AL	1	\$219,000.00	\$219,000.00	
7	Adjust Existing Manhole Frame and Cover to Grade					
	237310	EA	23	\$300.00	\$6,900.00	
8	Adjust Existing Gate Valve Frame and Cover to Grade					
	237310	EA	1	\$750.00	\$750.00	
9	Cold Milling of Additional Asphalt Concrete with Pavement Fabric Material					
	237310	SF	57570	\$1.00	\$57,570.00	
10	Cold Milling Full Width (2")					
	237310	SF	218025	\$0.75	\$163,518.75	
11	Asphalt Pavement Repair					
	237310	TON	26	\$370.00	\$9,620.00	
12	Rubber Polymer Modified Slurry (RPMS) Type I					
	237310	SF	180365	\$0.35	\$63,127.75	
13	Rubber Polymer Modified Slurry (RPMS) Type II					
	237310	SF	180365	\$0.50	\$90,182.50	
14	Pavement Restoration Adjacent to Trench					
	237310	SF	15037	\$3.00	\$45,111.00	
15	Asphalt Concrete Overlay					
	237310	TON	3047	\$140.00	\$426,580.00	
16	Pavement Fabric					
	237310	SY	6396	\$5.00	\$31,980.00	
17	Additional Curb and Gutter Removal and Replacement					
	237310	LF	120	\$70.00	\$8,400.00	
18	Additional Sidewalk Removal and Replacement					
	237310	SF	470	\$16.00	\$7,520.00	
19	Alley Apron					
	237310	SF	200	\$30.00	\$6,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
20	Contractor Date Stamps and Impressions					
	237310	EA	105	\$175.00	\$18,375.00	
21	Curb Ramp (Type A) with Detectable Warning Tiles					
	237310	EA	11	\$4,000.00	\$44,000.00	
22	Curb Ramp (Type B) with Detectable Warning Tiles					
	237310	EA	12	\$4,000.00	\$48,000.00	
23	Curb Ramp (Type C1) with Detectable Warning Tiles					
	237310	EA	7	\$4,000.00	\$28,000.00	
24	Curb Ramp (Type D) with Detectable Warning Tiles					
	237310	EA	5	\$3,900.00	\$19,500.00	
25	Phased Paving					
	237310	EA	10	\$500.00	\$5,000.00	
26	Handling and Disposal of Non-friable Asbestos Material					
	237110	LF	15037	\$8.00	\$120,296.00	
27	Additional Bedding					
	237110	CY	420	\$1.00	\$420.00	
28	Water Main (12 Inch) CL 235					
	237110	LF	1215	\$140.00	\$170,100.00	
29	Water Main (8 Inch) CL 235					
	237110	LF	11700	\$99.00	\$1,158,300.00	
30	Water Main (8 Inch) CL 305					
	237110	LF	2600	\$102.00	\$265,200.00	
31	Sewer Main (8 Inch)					
	237110	LF	94	\$164.00	\$15,416.00	
32	Gate Valve (8 Inch)					
	237110	EA	86	\$1,900.00	\$163,400.00	
33	Gate Valve (12 Inch)					
	237110	EA	14	\$3,000.00	\$42,000.00	
34	Fire Hydrant Assembly and Marker (6 Inch) 2-port					
	237110	EA	27	\$7,400.00	\$199,800.00	
35	Fire Hydrant Assembly and Marker (6 Inch) 3-port					
	237110	EA	4	\$8,500.00	\$34,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
36	Fire Service Connection (4 inch)					
	237110	EA	1	\$6,800.00	\$6,800.00	
37	Water Service (1 Inch)					
	237110	EA	376	\$2,500.00	\$940,000.00	
38	Water Service (2 Inch)					
	237110	EA	3	\$6,100.00	\$18,300.00	
39	Blow-Off Valve Assembly (2 Inch)					
	237110	EA	8	\$4,500.00	\$36,000.00	
40	Air and Vacuum (Air Release) Valve Assembly 2 Inch)					
	237110	EA	5	\$5,000.00	\$25,000.00	
41	Temporary Resurfacing					
	237310	TON	1158	\$115.00	\$133,170.00	
42	Imported Backfill For Trench					
	237110	TON	677	\$1.00	\$677.00	
43	Manholes (4 ft x 3 ft)					
	237110	EA	2	\$10,000.00	\$20,000.00	
44	Sewer Lateral and Cleanout (4 Inch, Street)					
	237110	EA	6	\$2,500.00	\$15,000.00	
45	Cleaning and Video Inspection of Existing Pipelines and Culverts					
	237110	LF	94	\$25.00	\$2,350.00	
46	Video Inspection of Pipelines and Culverts for Acceptance					
	237110	LF	94	\$15.50	\$1,457.00	
47	Painted Curb Markings					
	237310	LF	420	\$2.00	\$840.00	
48	Striping					
	237310	LS	1	\$14,000.00	\$14,000.00	
49	Continental Crosswalks					
	237310	SF	3600	\$3.40	\$12,240.00	
50	Traffic Control (Including Working Drawings)					
	237310	LS	1	\$125,000.00	\$125,000.00	
51	Pedestrian Barricade (Type A)					
	237310	EA	2	\$750.00	\$1,500.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
52	Temporary Resurfacing for High-lining					
	237110	TON	1466	\$10.00	\$14,660.00	
53	Pavement Restoration for Final Connection					
	237110	SF	1300	\$10.00	\$13,000.00	
Subtotal					\$5,026,811.00	
Additive Alternate Items A						
54	High-lining Installation by the Contractor					
	237110	LF	30095	\$7.00	\$210,665.00	
55	High-lining Removed by the Contractor					
	237110	LF	30095	\$2.00	\$60,190.00	
56	Furnished Materials for Contractor High-line Work					
	237110	LF	30095	\$1.00	\$30,095.00	
Subtotal					\$300,950.00	
Additive Alternate Items B						
57	Connections to The Existing System by Contractor (8 Inch through 12 Inch)					
	237110	EA	33	\$7,000.00	\$231,000.00	
58	Cut-in Tee/Cross by Contractor (8 Inch through 12 Inch)					
	237110	EA	13	\$8,000.00	\$104,000.00	
59	Cut and Plug by Contractor					
	237110	EA	22	\$5,000.00	\$110,000.00	
Subtotal					\$445,000.00	
Total					\$5,772,761.00	

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
Rectrucking inc 1128 2nd ave Chula vista, CA 91911 United States	Trucking; DMV MCP CA# 439696	Trucking; DMV MCP CA# 439696	1000058932	\$17,250.00	ELBE,LAT,MALE
G. Scott Asphalt, Inc. 358 Trousdale Drive Chula Vista, CA 91910 United States	RPMS I & II including Crack Fill	751836	1000004252	\$127,256.75	CAU,MALE,PQUAL,SLBE,DVBE,SDVSB
Terra West, Inc 591 Telegraph Canyon Rd #713 Chula Vista, CA 91910 United States	Bid Item 2 - WPCP Development	ELBE	1000007319	\$600.00	DBE,ELBE
YBS CONCRETE INC. PO BOX 1197 CHULA VISTA, CA 91911 United States	Bid Items 17-24 for Curb Ramps and PCC Works and Trucking	885270	1000005182	\$190,000.00	CADIR,LAT,MALE,S LBE
Statewide Stripes, Inc. PO BOX 600710 San Diego, CA 92160 United States	Bid Items 47-49 and 51 for Striping and Ped Barricade	788286	1000001334	\$21,673.80	
California Asphalt Paving and Grading 674 Alagria pl. Chula Vista, CA 91910 United States	Bid Items 9-16 for Asphalt Scopes and Trench Grind & Overlay	1033358	1000062521	\$809,362.87	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	\$45,000.00	\$45,000.00
2	Main Bid	541330	WPCP Development	7-8.6.4.2	LS	1	\$750.00	\$750.00
3	Main Bid	237110	WPCP Implementation	7-8.6.4.2	LS	1	\$30,000.00	\$30,000.00
4	Main Bid	238990	Video Recording of Existing Conditions	7-9.1.1	LS	1	\$3,000.00	\$3,000.00
5	Main Bid	237110	Mobilization	9-3.4.1	LS	1	\$100,000.00	\$100,000.00
6	Main Bid		Field Orders (EOC Type II)	9-3.5	AL	1	\$219,000.00	\$219,000.00
7	Main Bid	237310	Adjust Existing Manhole Frame and Cover to Grade	301-1.7	EA	23	\$300.00	\$6,900.00
8	Main Bid	237310	Adjust Existing Gate Valve Frame and Cover to Grade	301-1.7	EA	1	\$750.00	\$750.00
9	Main Bid	237310	Cold Milling of Additional Asphalt Concrete with Pavement Fabric Material	302-1.12	SF	57570	\$1.00	\$57,570.00
10	Main Bid	237310	Cold Milling Full Width (2")	302-1.12	SF	218025	\$0.75	\$163,518.75
11	Main Bid	237310	Asphalt Pavement Repair	302-3.2	TON	26	\$370.00	\$9,620.00

12	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I	302-4.12.4	SF	180365	\$0.35	\$63,127.75
13	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	302-4.12.4	SF	180365	\$0.50	\$90,182.50
14	Main Bid	237310	Pavement Restoration Adjacent to Trench	302-5.2.1	SF	15037	\$3.00	\$45,111.00
15	Main Bid	237310	Asphalt Concrete Overlay	302-5.9	TON	3047	\$140.00	\$426,580.00
16	Main Bid	237310	Pavement Fabric	302-7.4	SY	6396	\$5.00	\$31,980.00
17	Main Bid	237310	Additional Curb and Gutter Removal and Replacement	303-5.9	LF	120	\$70.00	\$8,400.00
18	Main Bid	237310	Additional Sidewalk Removal and Replacement	303-5.9	SF	470	\$16.00	\$7,520.00
19	Main Bid	237310	Alley Apron	303-5.9	SF	200	\$30.00	\$6,000.00
20	Main Bid	237310	Contractor Date Stamps and Impressions	303-5.9	EA	105	\$175.00	\$18,375.00
21	Main Bid	237310	Curb Ramp (Type A) with Detectable Warning Tiles	303-5.10.2	EA	11	\$4,000.00	\$44,000.00
22	Main Bid	237310	Curb Ramp (Type B) with Detectable Warning Tiles	303-5.10.2	EA	12	\$4,000.00	\$48,000.00

23	Main Bid	237310	Curb Ramp (Type C1) with Detectable Warning Tiles	303-5.10.2	EA	7	\$4,000.00	\$28,000.00
24	Main Bid	237310	Curb Ramp (Type D) with Detectable Warning Tiles	303-5.10.2	EA	5	\$3,900.00	\$19,500.00
25	Main Bid	237310	Phased Paving	306-1.2	EA	10	\$500.00	\$5,000.00
26	Main Bid	237110	Handling and Disposal of Non-friable Asbestos Material	306-3.3.4.5	LF	15037	\$8.00	\$120,296.00
27	Main Bid	237110	Additional Bedding	306-15.1	CY	420	\$1.00	\$420.00
28	Main Bid	237110	Water Main (12 Inch) CL 235	306-15.1	LF	1215	\$140.00	\$170,100.00
29	Main Bid	237110	Water Main (8 Inch) CL 235	306-15.1	LF	11700	\$99.00	\$1,158,300.00
30	Main Bid	237110	Water Main (8 Inch) CL 305	306-15.1	LF	2600	\$102.00	\$265,200.00
31	Main Bid	237110	Sewer Main (8 Inch)	306-15.1	LF	94	\$164.00	\$15,416.00
32	Main Bid	237110	Gate Valve (8 Inch)	306-15.5	EA	86	\$1,900.00	\$163,400.00
33	Main Bid	237110	Gate Valve (12 Inch)	306-15.5	EA	14	\$3,000.00	\$42,000.00
34	Main Bid	237110	Fire Hydrant Assembly and Marker (6 Inch) 2-port	306-15.6	EA	27	\$7,400.00	\$199,800.00

35	Main Bid	237110	Fire Hydrant Assembly and Marker (6 Inch) 3-port	306-15.6	EA	4	\$8,500.00	\$34,000.00
36	Main Bid	237110	Fire Service Connection (4 inch)	306-15.6	EA	1	\$6,800.00	\$6,800.00
37	Main Bid	237110	Water Service (1 Inch)	306-15.8	EA	376	\$2,500.00	\$940,000.00
38	Main Bid	237110	Water Service (2 Inch)	306-15.8	EA	3	\$6,100.00	\$18,300.00
39	Main Bid	237110	Blow-Off Valve Assembly (2 Inch)	306-15.8	EA	8	\$4,500.00	\$36,000.00
40	Main Bid	237110	Air and Vacuum (Air Release) Valve Assembly 2 Inch)	306-15.8	EA	5	\$5,000.00	\$25,000.00
41	Main Bid	237310	Temporary Resurfacing	306-15.9	TON	1158	\$115.00	\$133,170.00
42	Main Bid	237110	Imported Backfill For Trench	306-15.12	TON	677	\$1.00	\$677.00
43	Main Bid	237110	Manholes (4 ft x 3 ft)	306-16.6	EA	2	\$10,000.00	\$20,000.00
44	Main Bid	237110	Sewer Lateral and Cleanout (4 Inch, Street)	306-17.2	EA	6	\$2,500.00	\$15,000.00
45	Main Bid	237110	Cleaning and Video Inspection of Existing Pipelines and Culverts	306-18.7	LF	94	\$25.00	\$2,350.00

46	Main Bid	237110	Video Inspection of Pipelines and Culverts for Acceptance	306-18.7	LF	94	\$15.50	\$1,457.00
47	Main Bid	237310	Painted Curb Markings	314-4.3.7	LF	420	\$2.00	\$840.00
48	Main Bid	237310	Striping	314-4.3.7 AND 314-4.4.6	LS	1	\$14,000.00	\$14,000.00
49	Main Bid	237310	Continental Crosswalks	314-4.4.6	SF	3600	\$3.40	\$12,240.00
50	Main Bid	237310	Traffic Control (Including Working Drawings)	601-6	LS	1	\$125,000.00	\$125,000.00
51	Main Bid	237310	Pedestrian Barricade (Type A)	701-2	EA	2	\$750.00	\$1,500.00
52	Main Bid	237110	Temporary Resurfacing for High-lining	901-1.3	TON	1466	\$10.00	\$14,660.00
53	Main Bid	237110	Pavement Restoration for Final Connection	901-2.5	SF	1300	\$10.00	\$13,000.00
							Subtotal	\$5,026,811.00
54	Additive Alternate Items A	237110	High-lining Installation by the Contractor	901-1.3	LF	30095	\$7.00	\$210,665.00
55	Additive Alternate Items A	237110	High-lining Removed by the Contractor	901-1.3	LF	30095	\$2.00	\$60,190.00
56	Additive Alternate Items A	237110	Furnished Materials for Contractor High-line Work	900-1.2	LF	30095	\$1.00	\$30,095.00

							Subtotal	\$300,950.00
57	Additive Alternate Items B	237110	Connections to The Existing System by Contractor (8 Inch through 12 Inch)	901-2.5	EA	33	\$7,000.00	\$231,000.00
58	Additive Alternate Items B	237110	Cut-in Tee/Cross by Contractor (8 Inch through 12 Inch)	901-2.5	EA	13	\$8,000.00	\$104,000.00
59	Additive Alternate Items B	237110	Cut and Plug by Contractor	901-2.5	EA	22	\$5,000.00	\$110,000.00
							Subtotal	\$445,000.00
							Total	\$5,772,761.00