

City of San Diego

CONTRACTOR'S NAME: Burtech Pipeline Incorporated

ADDRESS: 102 Second Street, Encinitas, CA 92024

TELEPHONE NO.: 760-634-2822

FAX NO.: _____

CITY CONTACT: Celina Suarez Contract Specialist, Email: CSuarez@sandiego.gov

Phone No. (619) 533-6678

J. Ramos-Bañuelos / J. Borja / K. Miller

BIDDING DOCUMENTS



FOR

SEWER & AC WATER GROUP 841

BID NO.: _____ **K-20-1871-DBB-3**

SAP NO. (WBS/IO/CC): _____ **B-16037, B-18072**

CLIENT DEPARTMENT: _____ **2000**

COUNCIL DISTRICT: _____ **9**

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

AUGUST 27, 2019

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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



For City Engineer

7/17/19

Date

Seal:



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NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Sewer & AC Water Group 841**. 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 **\$4,670,000**.
4. **BID DUE DATE AND TIME ARE: August 27, 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 C34**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

| | |
|----------------------------------|--------------|
| 1. SLBE participation | 9.1% |
| 2. ELBE participation | 13.2% |
| 3. Total mandatory participation | 22.3% |
 - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - 7.2.2. Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on a Universal Serial Bus (USB) Type-A, 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 alone; or 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: Celina Suarez

OR:

CSuarez@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>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. **BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.

2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

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

3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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 5-4, "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/ | 2018 | PWPI010119-01 |
| City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook | 2018 | PWPI010119 -02 |
| City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw | 2018 | PWPI010119 -03 |
| Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings | 2018 | PWPI010119 -04 |
| California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html | 2018 | PWPI030119-05 |
| CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html | 2018 | PWPI030119-06 |

| Title | Edition | Document Number |
|--|---------|-----------------|
| California Manual on Uniform Traffic Control Devices Revision 3 (CA MUTCD Rev 3) http://www.dot.ca.gov/trafficops/camutcd/ | 2014 | PWPI030119-07 |
| <p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p> | | |

- 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 – Section 3-2, “SELF-PERFORMANCE”, 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 4-6, “Trade Names” 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 3-2, "SELF-PERFORMANCE" 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 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", 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 **Two Million Seven Hundred Fifty Nine Thousand Six Hundred Ninety Three Dollars and Thirty Six Cents (\$2,759,693.36)** for the faithful performance of the annexed contract, and in the sum of **Two Million Seven Hundred Fifty Nine Thousand Six Hundred Ninety Three Dollars and Thirty Six Cents (\$2,759,693.36)** 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 SEPTEMBER 6, 2019

Approved as to Form

BURTECH PIPELINE, INCORPORATED
Principal

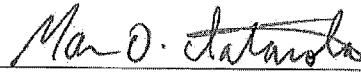
By 

DOMINIC J. BURTECH, JR., PRESIDENT
Printed Name of Person Signing for Principal

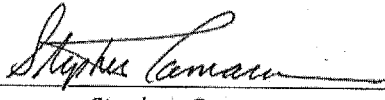
Mara W. Elliott, City Attorney

By 
Deputy City Attorney

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
Surety

By 
MARK D. IATAROLA, Attorney-in-fact

Approved:

By 
Stephen Samara
Principal Contract Specialist
Public Works Department

777 SOUTH FIGUEROA STREET, SUITE 3700
Local Address of Surety

LOS ANGELES, CA 90017
Local Address (City, State) of Surety

213/337-3078
Local Telephone No. of Surety

Premium \$ 19,530.00
PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Bond No. 2290241

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 }

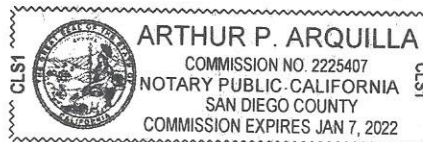
On 9/9/19 before me, Arthur P. Arquilla, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

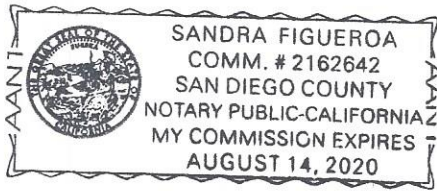
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO }

On 9/6/2019 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 is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION 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 Kansas City, Missouri 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 Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, SANDRA FIGUEROA, MARK D. IATAROLA, and JESSICA SCHMAL

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: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) 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 North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, 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 & Senior Vice President of Westport Insurance Corporation

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



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19TH day of JUNE, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 19TH day of JUNE, 20 19, 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 Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, 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 Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation 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, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6TH day of SEPTEMBER, 20 19.

[Signature]

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK:** Construction of Water and Sewer Group 841 consists of the replacement of approximately 3,138 linear feet of existing 6-Inch, 8-Inch and 10-Inch Vitrified clay Sewer Mains, as well as the replacement and installation of approximately 2,088 linear feet of 8" and 12" PVC Water Mains, resurfacing, and all other work and appurtenances in accordance with these Specifications.
 - 1.1.** The Work shall be performed in accordance with:
 - 1.1.1.** The Notice Inviting Bids and Plans numbered **39788-01-D** through **39788-44-D** inclusive.
- 2. LOCATION OF WORK:** The location of the Work is as follows:

See Appendix E for Location Map.
- 3. CONTRACT TIME:** The Contract Time for completion of the Work, shall be **250 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 7-3, "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-20-18-71-DBB-3

CONTRACT OR TASK TITLE: Sewer & AC Water Group 841

CONTRACTOR: Burtech Pipeline Incorporated

| Funding Phase | Phase Description | Phase Start | Phase Finish | Not-to- Exceed Amount |
|----------------|--|-------------------|----------------------|--|
| 1 | Work to be completed in Phase 1 shall include all construction activities associated with this contract, in accordance with specifications and plans numbered 39788-01-D through 39788 -44-D | Notice to Proceed | Notice of Completion | B-16037 (S) <u>\$1,658,598.40</u> B-18072 (W) <u>\$1,101,094.96</u> |
| Contract Total | | | | \$2,759,693.36 |

Notes:

- 1) WHITEBOOK section 7-3.10, "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: Nabil Batta

Construction Manager

Signature: Nabil Batta

Date: 9-11-2019

PRINT NAME: Sheila Base

Project Manager

Signature: Sheila Base

Date: 9/10/19

CONTRACTOR

PRINT NAME: Dominic J. Burtech

Title: President & CEO

Signature: [Signature]

Date: 9/12/2019

ATTACHMENT C

RESERVED

ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - 1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's 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 1.11 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 **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.

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

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

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

To the "WHITEBOOK", item 43, DELETE in its entirety and SUBSTITUTE with the following:

43. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, "EXTRA WORK" or 2-9, "CHANGED CONDITIONS". A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract.

SECTION 3 – CONTROL OF THE WORK

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.

3-10 SURVEYING. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-10 SURVEYING.

1. You shall locate and mark all features related to the building and site, including landscaping and hardscape, using industry standard contractor's construction tools.
2. You shall preserve construction survey stakes, control points, and other survey related marks described in 3-10.1, "Survey Services Provided by the City" for

the duration of the Project. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the City at your expense.

3-10.1 Survey Services Provided by the City.

1. The City will provide surveying services and on-site survey staking for the following:
 - a) Locations of any property lines, boundaries, or easement surveys within the project boundaries as required by the project.
 - b) Locations of up to four corners per building.
 - c) Verification of building pad finish surface elevation.
 - d) A maximum of 4 site control points.
 - e) Location and perpetuation of survey monuments within the project boundary in accordance with 400-2, "Permanent Survey Markers".
2. Notify the Resident Engineer in writing at least 2 Working Days prior to requesting survey services provided by the City.

3-10.2 Line and Grade.

1. The Work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, you shall be responsible for any error in the grade of the Work.
2. Grades for underground conduits will be set at the surface of the ground. You shall transfer them to the bottom of the trench.

3-12.1 General. To the "WHITEBOOK", ADD the following:

2. You shall provide a PM-10 certified self-loading motorized street sweeper equipped with a functional water spray system for this project.
3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
 - a) Every Friday on a weekly basis.
 - b) 1 Working Day prior to each rain event.
 - c) As directed by the Engineer.

If these requirements would require you to sweep on a Holiday or Weekend, then you shall sweep the next available Working Day prior to that Holiday or Weekend.

3-13.3 Warranty. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City had beneficial use of the project (excluding water, sewer, and storm drain projects). In addition, you shall warranty the Work against all latent defects for a period of 10 years and patent defects for a period of 4 years.

3-15.3 Coordination. To the "WHITEBOOK", ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Logan Ave, S 36th Street, and S 38th Street. See **Appendix F - Adjacent Projects** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) AC Water Group 1031, B-16036, Jaime Ramos, 619-533-5103
 - b) AC Water Group 1012, B-16177, Jaime Ramos, 619-533-5103
 - c) Green Infrastructure Group 1012, B-16111, Jonard Talamayan, 619-533-4116
 - d) Southcrest Green Infrastructure, B-16112, Elham Lotfi, 619-533-5212

SECTION 4 - CONTROL OF MATERIALS

4-3.6 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.

4-6 TRADE NAMES. 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 – LEGAL RELATIONS AND RESPONSIBILITIES

5-4 **INSURANCE.** To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

5-4 **INSURANCE.**

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

5-4.1 **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.

5-4.2 **Types of Insurance.**

5-4.2.1 **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 |

5-4.2.2 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.

5-4.2.3 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.

5-4.3 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.

5-4.3.1 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.

5-4.4 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.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 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.

5-4.5.1.2 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.

5-4.5.1.3 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.

5-4.5.2 Commercial Automobile Liability Insurance.

5-4.5.2.1 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.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 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.

5-4.5.3.2 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.

5-4.5.3.3 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.

5-4.6 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.

5-4.7 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.

5-4.8 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.

5-4.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

5-4.11 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.

5-4.11.1 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.

5-13 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", ADD the following:

2. Virtual Project Manager shall be used on this Contract. For more information, refer to the VPM training videos at the location below:
<https://www.sandiego.gov/publicworks/edocref>

5-15.1 General. To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. You shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification for construction activities that have encountered flammable liquids or other hazardous substances. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.
 - a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction

activities triggering the requirement is complete, as approved by the Resident Engineer.

5-15.17 Payment. To the "WHITEBOOK", ADD the following:

5. When required within the Contract Documents, the payment for "Hazardous Waste Operations and Emergency Response (HAZWOPER) certification and training for construction staff shall be included in the Contract Price.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", item 1, subsection "s", DELETE in its entirety and SUBSTITUTE with the following:

- s) 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.
 - i. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cashflow Forecast** and use the format shown.
 - ii. See also the "Cashflow Forecast Example" at the location below:

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

6-1.5.2 Excusable Non-Compensable Delays. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

6-1.5.2 Excusable Non-Compensable and Concurrent Delays.

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "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.
2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

6-2.1 Moratoriums. To the "WHITEBOOK", ADD the following:

3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
 - a) Imperial from S. 35th to S.36th St. 5/23/17 – 5/23/2020 inclusive.

6-4.2

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 6-1.5, "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 2-10.1, "Claims".

ADD:

6-6.1.1

Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Sewer & AC Water Group 841, Project No. B-16037, B-18072** as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

6-6.4 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 6-4.2, "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.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.2 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.

7-3.9 Field Orders. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

TABLE 7-3.9

FIELD ORDER LIMITS

| Contract Price | Maximum Field Order Work Amount |
|------------------------------|--|
| Less than \$100,001 | \$2,500 |
| \$100,001 to \$1,000,000 | \$5,000 |
| \$1,000,001 to \$5,000,000 | \$10,000 |
| \$5,000,001 to \$15,000,000 | \$20,000 |
| \$15,000,001 to \$30,000,000 | \$40,000 |
| Greater than \$30,000,000 | \$50,000 |

2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.

3. The City will issue a Field Order only after the City's acceptance of the cost of the field order amount.
4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.
5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.
6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.

SECTION 209 – PRESSURE PIPE

209-1.1.1 General. 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 306 – OPEN TRENCH CONDUIT CONSTRUCTION

ADD:

306-1.1 High-line Phasing.

1. Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:
 - a) Phase I: North of the intersection of Webster and S. 35th To North of Pardee culdesac
 - b) Phase II: Gillette St and Imperial Ave, East of Pardee St, 36th St, and lower portion of Imperial

306-7.8.2.1 General. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.
 - a) Specified test pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.
 - b) Specified test pressure for Class 305 pipe shall be 200 psi and is tested at 300 psi.

ADD:

306-8.5.4 High Deflection Coupling.

1. High deflection couplings shall be constructed in accordance with the Plans and Reference Specifications. Working Drawings prepared by a Civil or Structural Engineer registered in the State of California shall be submitted in accordance with 3-8.2, "Working Drawings" for any proposed additional high deflection couplings not indicated on the Plans and Reference Specifications.

SECTION 400 – UTILITIES

402-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Appendix I - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

402-6 COOPERATION. To the "GREENBOOK", ADD the following:

1. 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 700 – MATERIALS

700-5.1 Vehicle Detectors. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. 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.

SECTION 900 – MATERIALS

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 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 **GENERAL.** To the “WHITEBOOK”, ADD the following:

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

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

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

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

Project Name: Water & Sewer Group 841

WBS No.: B-16037.02.06

Project Location-Specific: All or part of the following streets: Florence Street, Gillette Street, South Pardee Street, North and South 35th Street, North and South 36th Street, South 37th, South 38th Street, T Street, and Imperial Avenue (Southeastern San Diego Community Planning Area, Council District 9)

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

Description of nature and purpose of the Project: The project proposes to replace-in-place approximately 3,382 linear feet (LF) of existing sewer pipe and install approximately 45 LF of new sewer main. New sewer laterals and manholes will also be installed. Approximately 551 LF of sewer main will be abandoned and slurry filled. The project also proposes to replace-in-place approximately 1,240 LF of existing water mains and install approximately 630 LF of new water main. All sewer and water construction will be via open trench methods, to a maximum depth of excavation of 18 feet. Approximately 74 curb ramps will also be installed as part of the project.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego Public Works
Contact: Gretchen Eichar, Senior Planner
Phone: 619-533-4110
525 B Street, San Diego, CA 92101

Exempt Status: (CHECK ONE)

- () Ministerial (Sec. 21080(b)(1); 15268);
- () Declared Emergency (Sec. 21080(b)(3); 15269(a));
- () Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- (X) Categorical Exemption: Sec. 15302 (c) [Replacement or Reconstruction], Sec. 15303 (d) [New Construction or Conversion of Small Structures]
- () Statutory Exemption

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines Section 15302 (c) (Replacement or Reconstruction), which allows for replacement of existing utility systems involving negligible expansion of capacity and Section 15303 (d) (New Construction or Conversion of Small Structures), which allows for water and sewer utility extensions; and where the exceptions listed in Section 15300.2 would not apply.

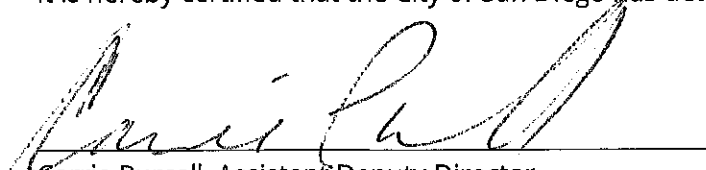
Lead Agency Contact Person: Gretchen Eichar

Telephone: (619) 533-4110

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

3/11/19

Date

Check One:

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

Date Received for Filing with County Clerk or OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

| | | |
|---|--------------------------------|---|
| CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS | NUMBER DI 55.27 | DEPARTMENT Water Department |
| SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM) | PAGE 3 OF 10 | EFFECTIVE DATE October 15, 2002 |
| | SUPERSEDES DI 55.27 | DATED April 21, 2000 |

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

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

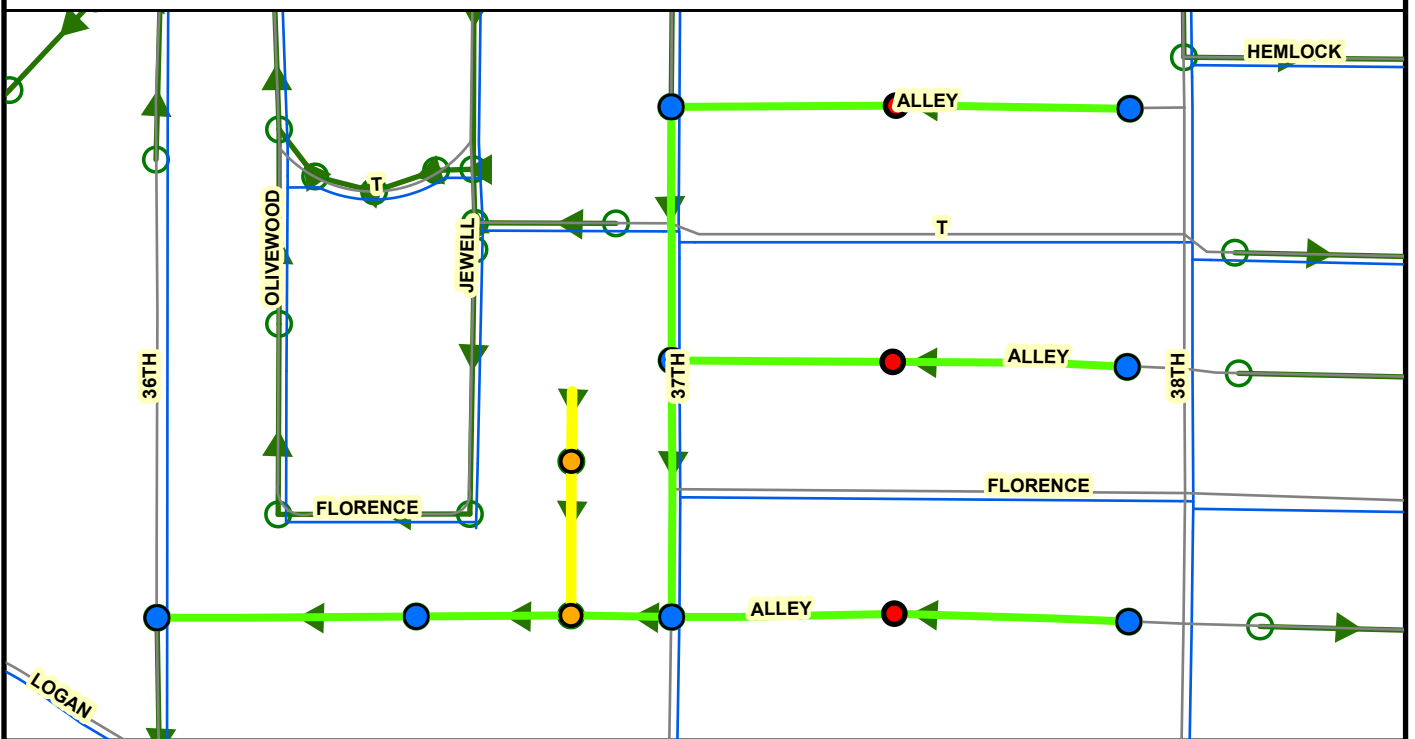
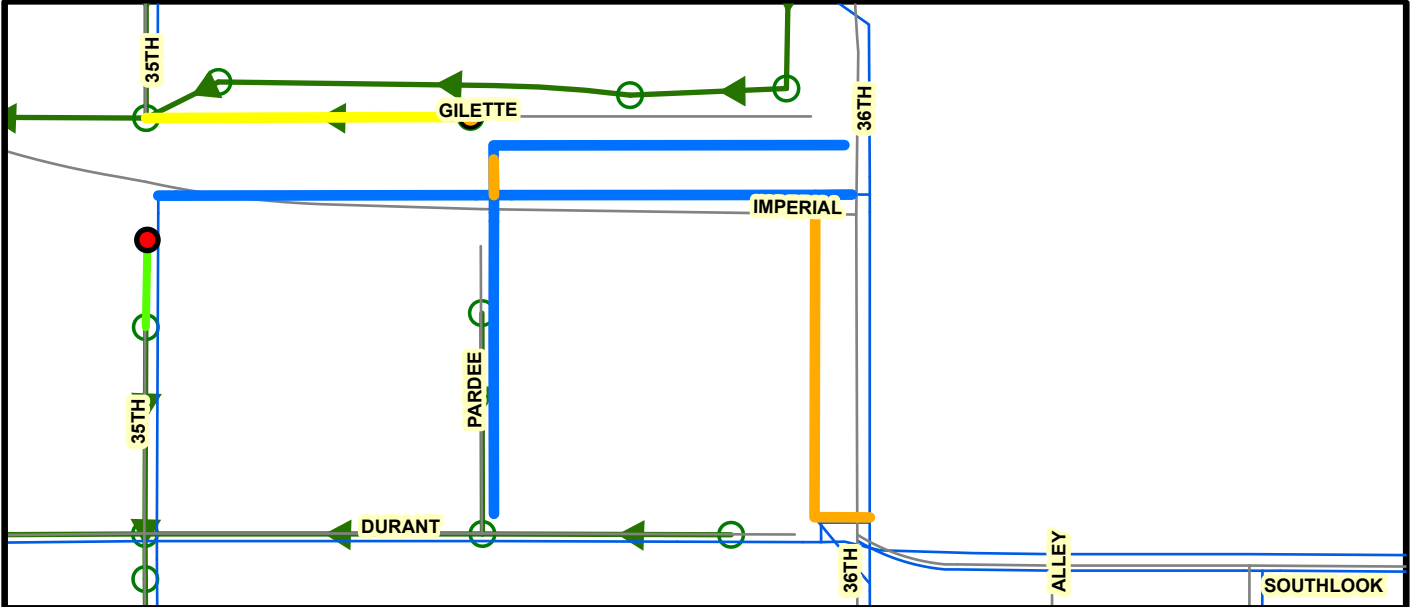
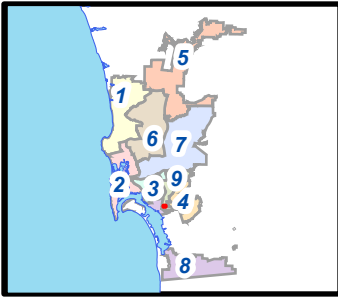
Sewer & AC Water Group 841

SENIOR ENGINEER
SHEILA BOSE
619-533-4698

PROJECT MANAGER
JAIME RAMOS
619-533-5103

PROJECT ENGINEER
KYLE NELSON
619-533-6677

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



Legend

- Manholes To Be Replaced
- Water to be Abandoned
- Sewer Mains to be Replaced
- Proposed New Manholes
- Water Mains to be Replaced
- Sewer to be Abandoned
- Manholes to be Abandoned



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APPENDIX F
ADJACENT PROJECTS

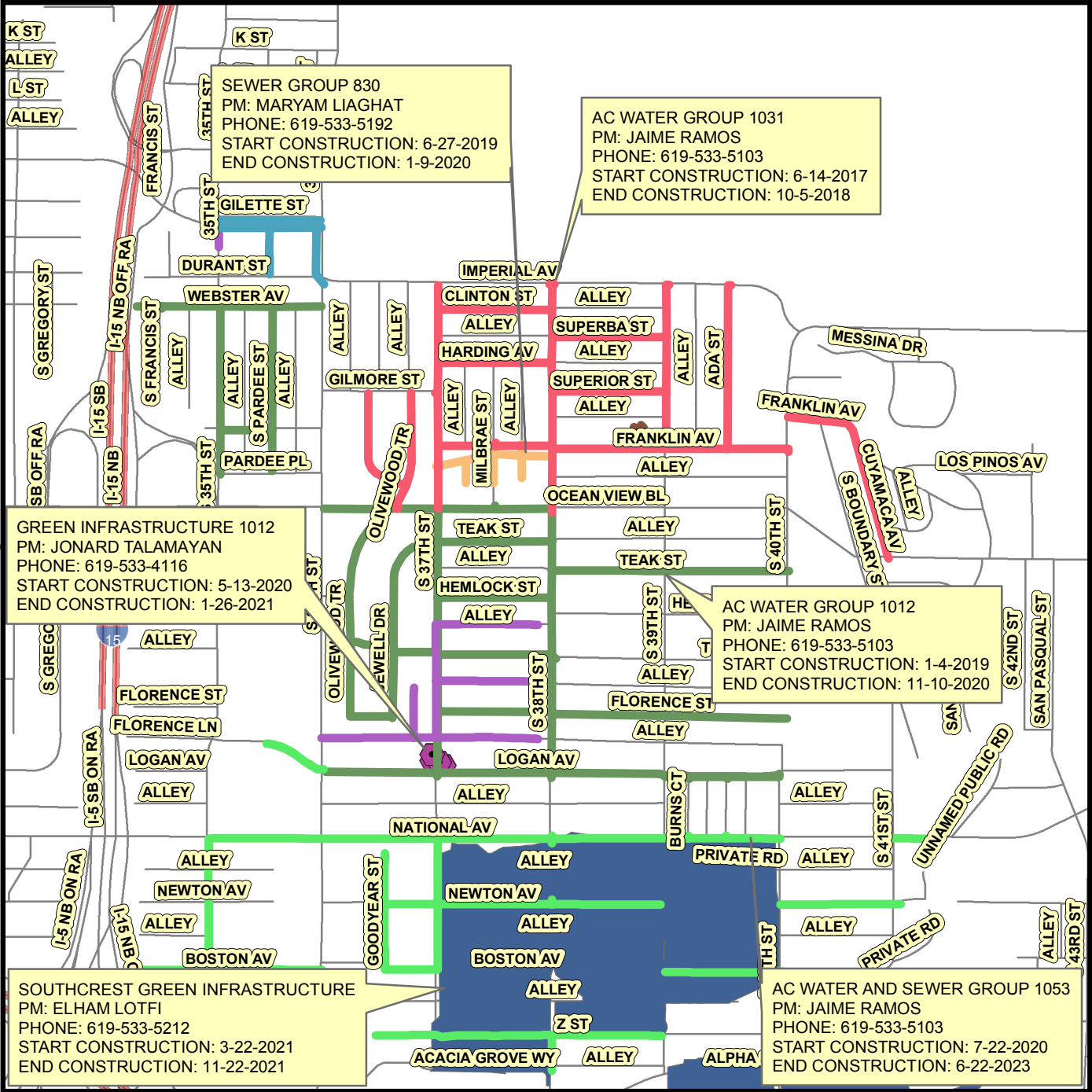
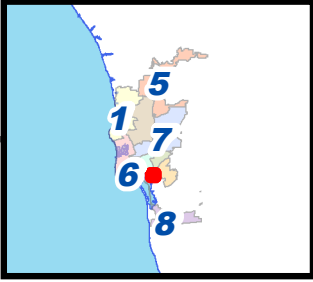
**SEWER & AC WATER GROUP 841
COORDINATION MAP**

SENIOR ENGINEER
SHEILA BOSE
619-533-4698

PROJECT MANAGER
JAIME RAMOS
619-533-5103

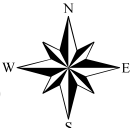
PROJECT ENGINEER
KYLE NELSON
619-533-6677

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



Legend

- <all other values>
- AC Water Group 1031
- Accelerated Sewer Group 847 Group 2
- Water and Sewer Group 841 (W)
- AC Water and Sewer Group 1053 (Water)
- Sewer Group 830
- Water and Sewer Group Job 841 (S)



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APPENDIX G
HAZARDOUS LABEL/FORMS

HAZARDOUS WASTE

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

GENERATOR NAME _____

ADDRESS _____ 24 HR. PHONE () _____

CITY _____ STATE _____ ZIP _____

EPA ID NO. _____ MANIFEST DOCUMENT NO. _____

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

CONTENTS, COMPOSITION _____

PROPER DOT SHIPPING NAME _____

TECHNICAL NAME (S) _____

UN/NA NO. WITH PREFIX _____

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

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

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 H
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.

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• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

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

This information is available in alternative formats upon request.

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

This information is available in alternative formats upon request.

APPENDIX I

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



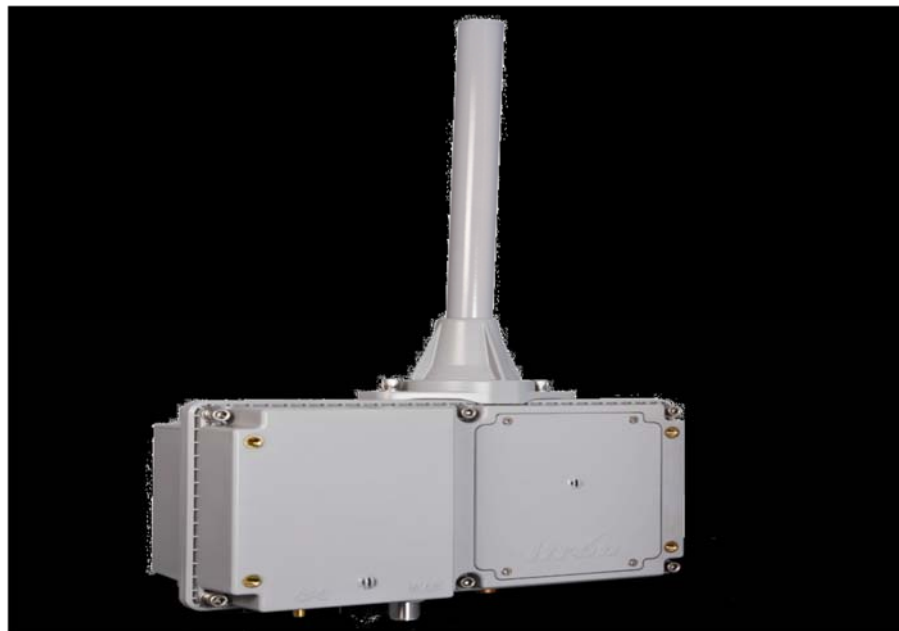
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

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

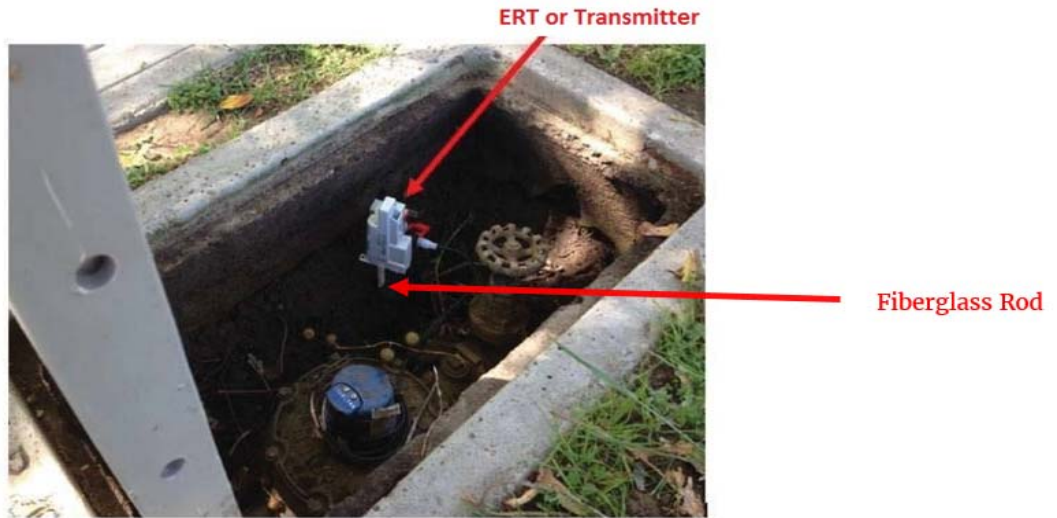


Photo 6 below is an example of disturbance that shall be avoided:

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 **Sewer & AC Water Group 841**; Bid No. **K-20-1871-DBB-3**; in the amount of **Two Million Seven Hundred Fifty Nine Thousand Six Hundred Ninety Three Dollars and Thirty Six Cents (\$2,759,693.36)**, which is comprised of the Base Bid and Alternates A, B, and C.

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 **Sewer & AC Water Group 841**, on file in the office of the City Clerk/ Public Works Department as Document No. **B-16037, B-18072**, 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 **Sewer & AC Water Group 841**, Bid Number **K-20-1871-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

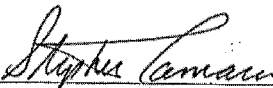
CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 

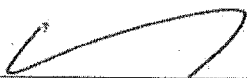
Print Name: Stephen Samara
Principal Contract Specialist
Public Works Department

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

Date: 11/19/2019

Date: 11/26/19

CONTRACTOR

By 

Print Name: Dominic J. Burtech

Title: President & CEO - Burtech Pipeline, Inc.

Date: September 9, 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 5-1.3, "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 5-1.2, "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 5-1.4, ("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:

Sewer & AC Water Group 841

(Project Title)

as particularly described in said contract and identified as Bid No. **K-20-1871-DBB-3**; SAP No. (WBS/IO/CC) **B-16037, B-18072**; 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 - Section 3-2, "SELF-PERFORMANCE", which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB® | WHERE CERTIFIED® | CHECK IF JOINT VENTURE PARTNERSHIP |
|--|-------------------------|------------------------------|--------------|-----------------------------|--|------------------|------------------------------------|
| Name: _____ 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.

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

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

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

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

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

ALTERNATE A

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

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

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

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

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

TO BE SUBMITTED WITH OTHER REQUIRED FORMS

(Use Additional Sheets As Needed)

DEDUCTIVE ALTERNATE B

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

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

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

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

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

TO BE SUBMITTED WITH OTHER REQUIRED FORMS

(Use Additional Sheets As Needed)

ALTERNATE C

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

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

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

ELECTRONICALLY SUBMITTED FORMS

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

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

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)**

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

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

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

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


SEWER & AC WATER GROUP 841

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 15TH day of AUGUST, 2019

BURTECH PIPELINE, INCORPORATED (SEAL)
(Principal)

NORTH AMERICAN SPECIALTY
INSURANCE COMPANY (SEAL)
(Surety)

By: 
(Signature)

DOMINIC J. BURTECH, JR., PRESIDENT
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

By: 
(Signature)

MARK D. IATAROLA, ATTORNEY-IN-FACT

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 8/27/19 before me, Arthur P. Arquilla, Notary Public,
(Here insert name and title of the officer)

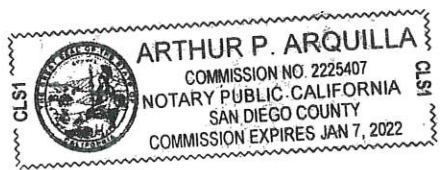
personally appeared Dominic Burtch,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

[Signature]
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

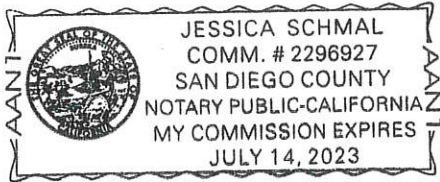
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO }

On 8/15/2019 before me, JESSICA SCHMAL, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

Signer's Name: _____

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

- 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
WESTPORT INSURANCE CORPORATION 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 Kansas City, Missouri 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 Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

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

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: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) 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 North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, 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 Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19TH day of JUNE, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

On this 19TH day of JUNE, 20 19, 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 Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, 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.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation 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, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of AUGUST, 20 19.

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 8/27/19
Signature

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

| | | | |
|--|--------------------------------|------------------------------|---------------------|
| Legal Name BURTECH PIPELINE INCORPORATED | | DBA | |
| Street Address 102 SECOND STREET, | City ENCINITAS, | State CA | Zip 92024 |
| Contact Person, Title DOMINIC BURTECH, President & CEO | Phone (760) 634-2822 | Fax (760) 634-2415 | |

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

* The precise nature of the interest includes:

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

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

| | | |
|---|--|--|
| Name DOMINIC J. BURTECH | | Title/Position PRESIDENT & CEO |
| City and State of Residence ENCINITAS, CA 92024 | Employer (if different than Bidder/Proposer) | |
| Interest in the transaction | 51% | |

| | | |
|---|--|---|
| Name JULIE J. BURTECH | | Title/Position EXEC. VP & SECRETARY |
| City and State of Residence ENCINITAS, CA 92024 | Employer (if different than Bidder/Proposer) | |
| Interest in the transaction | 49% | |

* Use Additional Pages if Necessary *

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

DOMINIC BURTECH, President & CEO

Print Name, Title

Signature

Date

8/27/19

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 ****

Bid Results

Bidder Details

Vendor Name Burtech Pipeline Incorporated
Address 102 Second Street
 Encinitas, CA 92024
 United States
Respondee DOMINIC. J. 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 August 27, 2019 1:55:44 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 188500
Ranking 0

Respondee Comment

Buyer Comment

Attachments

| File Title | File Name | File Type |
|--|--|---|
| Contractors Certification of Pending Actions | Contractors Certification of Pending Actions.pdf | Contractor's Certification of Pending Actions |
| Mandatory Disclosure of Business Interest Form | Mandatory Disclosure of Business Interest Form.pdf | Mandatory Disclosure of Business Interests |
| Subcontractor Listing | Subcontractor Listing.pdf | Subcontractor Listing (Other Than First Tier) |
| Subcontractors Additive Deductive Form | Subcontractors Additive Deductive Form.pdf | Subcontractor Additive/Deductive Alternate |
| 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 | \$23,000.00 | \$23,000.00 | |
| 2 | Sewage Bypass and Pumping Plan (Diversion Plan) | | | | | |
| | 237110 | LS | 1 | \$1,000.00 | \$1,000.00 | |
| 3 | Mobilization | | | | | |
| | 237110 | LS | 1 | \$62,500.00 | \$62,500.00 | |

Bid Results

| Type | Item Code | UOM | Qty | Unit Price | Line Total | Comment |
|------|---|-----|-------|--------------|--------------|---------|
| 4 | Field Orders (EOC Type II) | | | | | |
| | | AL | 1 | \$212,449.00 | \$212,449.00 | |
| 5 | Clearing and Grubbing | | | | | |
| | 238910 | LS | 1 | \$15,000.00 | \$15,000.00 | |
| 6 | Asphalt Pavement Repair | | | | | |
| | 237310 | TON | 25 | \$380.00 | \$9,500.00 | |
| 7 | Class 2 Aggregate Base | | | | | |
| | 237310 | TON | 259 | \$45.00 | \$11,655.00 | |
| 8 | Rubber Polymer Modified Slurry (RPMS) Type I | | | | | |
| | 237310 | SF | 55654 | \$0.52 | \$28,940.08 | |
| 9 | Rubber Polymer Modified Slurry (RPMS) Type II | | | | | |
| | 237310 | SF | 91277 | \$0.50 | \$45,638.50 | |
| 10 | Rubber Polymer Modified Slurry (RPMS) Type III | | | | | |
| | 237310 | SF | 35623 | \$0.86 | \$30,635.78 | |
| 11 | Pavement Restoration Adjacent to Trench | | | | | |
| | 237310 | SF | 5460 | \$13.00 | \$70,980.00 | |
| 12 | Crack Seal | | | | | |
| | 237310 | LB | 120 | \$25.00 | \$3,000.00 | |
| 13 | Cutoff Wall | | | | | |
| | 237110 | EA | 3 | \$4,000.00 | \$12,000.00 | |
| 14 | Remove and Replace Existing Sidewalk | | | | | |
| | 237310 | SF | 46.5 | \$12.00 | \$558.00 | |
| 15 | Additional Curb and Gutter Removal and Replacement | | | | | |
| | 237310 | LF | 410 | \$51.00 | \$20,910.00 | |
| 16 | Additional Sidewalk Removal and Replacement | | | | | |
| | 237310 | SF | 820 | \$12.00 | \$9,840.00 | |
| 17 | Cross Gutter | | | | | |
| | 237310 | SF | 2050 | \$20.00 | \$41,000.00 | |
| 18 | Residential Concrete Driveway (confined Right-Of-Way) | | | | | |
| | 237310 | SF | 250 | \$19.00 | \$4,750.00 | |
| 19 | Alley Apron | | | | | |
| | 237310 | SF | 250 | \$35.00 | \$8,750.00 | |

Bid Results

| Type | Item Code | UOM | Qty | Unit Price | Line Total | Comment |
|------|---|-----|-----|------------|--------------|---------|
| 20 | Curb Ramp (Case B) with Stainless Steel Detectable Warning Tiles | | | | | |
| | 237310 | EA | 1 | \$3,700.00 | \$3,700.00 | |
| 21 | Curb Ramp (Case C) with Detectable Warning Tiles | | | | | |
| | 237310 | EA | 1 | \$3,700.00 | \$3,700.00 | |
| 22 | Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles | | | | | |
| | 237310 | EA | 7 | \$3,900.00 | \$27,300.00 | |
| 23 | Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles | | | | | |
| | 237310 | EA | 5 | \$3,800.00 | \$19,000.00 | |
| 24 | Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles | | | | | |
| | 237310 | EA | 27 | \$3,800.00 | \$102,600.00 | |
| 25 | Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles | | | | | |
| | 237310 | EA | 5 | \$3,900.00 | \$19,500.00 | |
| 26 | Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles | | | | | |
| | 237310 | EA | 29 | \$3,250.00 | \$94,250.00 | |
| 27 | Curb Ramp Modified (Ramp 39 Type A, Per 39788-27-D) with Stainless Steel Detectable Warning Tiles | | | | | |
| | 237310 | EA | 1 | \$6,000.00 | \$6,000.00 | |
| 28 | Curb Ramp Modified (Ramp 4 Type C1, Per (39788-22-) with Stainless Steel Detectable Warning Tiles | | | | | |
| | 237310 | EA | 1 | \$4,500.00 | \$4,500.00 | |
| 29 | Curb Ramp Modified (Ramp 5 Type C1, Per (39788-22-D) with Stainless Steel Detectable Warning Tiles | | | | | |
| | 237310 | EA | 1 | \$4,500.00 | \$4,500.00 | |
| 30 | Curb Ramp Modified (Ramp 43 Type C1, Per (39788-28-D) with Stainless Steel Detectable Warning Tiles | | | | | |
| | 237310 | EA | 1 | \$4,500.00 | \$4,500.00 | |
| 31 | Curb Ramp Modified (Ramp 33 Type D, Per (39788-26-D) with Stainless Steel Detectable Warning Tiles | | | | | |
| | 237310 | EA | 1 | \$4,000.00 | \$4,000.00 | |
| 32 | Curb Ramp Modified (Ramp 34 Type D, Per 39788-26-D) with Stainless Steel Detectable Warning Tiles | | | | | |
| | 237310 | EA | 1 | \$4,000.00 | \$4,000.00 | |
| 33 | Removal or Abandonment of Existing Water Facilities | | | | | |
| | 237110 | LF | 524 | \$14.00 | \$7,336.00 | |
| 34 | Abandon and Fill Existing Sewer Main (6-Inch) Outside of the Trench Limit | | | | | |
| | 237110 | LF | 316 | \$16.00 | \$5,056.00 | |
| 35 | Abandon and Fill Existing Sewer Main (10-Inch) Outside of the Trench Limit | | | | | |
| | 237110 | LF | 264 | \$20.00 | \$5,280.00 | |

Bid Results

| Type | Item Code | UOM | Qty | Unit Price | Line Total | Comment |
|------|---|-----|------|------------|--------------|---------|
| 36 | Abandon Existing Manhole Outside of the Trench Limit | | | | | |
| | 237110 | EA | 2 | \$2,500.00 | \$5,000.00 | |
| 37 | Abandon and Fill Sewer Cleanout Outside of the Trench Limit | | | | | |
| | 237110 | EA | 1 | \$800.00 | \$800.00 | |
| 38 | Handling and Disposal of Non-friable Asbestos Material | | | | | |
| | 237110 | LF | 50 | \$20.00 | \$1,000.00 | |
| 39 | Additional Bedding | | | | | |
| | 237110 | CY | 126 | \$1.00 | \$126.00 | |
| 40 | Water Main (8-Inch, Class 305) | | | | | |
| | 237110 | LF | 175 | \$173.00 | \$30,275.00 | |
| 41 | Water Main (8-Inch) | | | | | |
| | 237110 | LF | 1705 | \$179.00 | \$305,195.00 | |
| 42 | Water Main (12-Inch) | | | | | |
| | 237110 | LF | 111 | \$176.00 | \$19,536.00 | |
| 43 | Sewer Main (8-Inch) | | | | | |
| | 237110 | LF | 2453 | \$176.00 | \$431,728.00 | |
| 44 | Sewer Main (10-Inch) | | | | | |
| | 237110 | LF | 650 | \$165.00 | \$107,250.00 | |
| 45 | Butterfly Valve (16-Inch, Class 150B) | | | | | |
| | 237110 | EA | 4 | \$5,000.00 | \$20,000.00 | |
| 46 | Gate Valve (8-Inch) | | | | | |
| | 237110 | EA | 9 | \$1,800.00 | \$16,200.00 | |
| 47 | Gate Valve (12-Inch) | | | | | |
| | 237110 | EA | 1 | \$3,000.00 | \$3,000.00 | |
| 48 | Fire Hydrant Assembly and Marker (6 Inch) | | | | | |
| | 237110 | EA | 7 | \$9,000.00 | \$63,000.00 | |
| 49 | Water Service (1-Inch) | | | | | |
| | 237110 | EA | 18 | \$2,900.00 | \$52,200.00 | |
| 50 | Water Service (2-Inch) | | | | | |
| | 237110 | EA | 1 | \$6,000.00 | \$6,000.00 | |
| 51 | Blow-Off Valve Assembly (2-Inch) | | | | | |
| | 237110 | EA | 3 | \$6,400.00 | \$19,200.00 | |

Bid Results

| Type | Item Code | UOM | Qty | Unit Price | Line Total | Comment |
|------|--|-----|-----|-------------|--------------|---------|
| 52 | Air and Vacuum (Air Release) Valve Assembly (1-Inch, Class 235) | | | | | |
| | 237110 | EA | 1 | \$7,000.00 | \$7,000.00 | |
| 53 | Temporary Resurfacing | | | | | |
| | 237310 | TON | 362 | \$135.00 | \$48,870.00 | |
| 54 | Thrust Blocks and Anchor Blocks for 16-Inch and Larger Water Mains | | | | | |
| | 237110 | EA | 3 | \$1,000.00 | \$3,000.00 | |
| 55 | Imported Trench Backfill | | | | | |
| | 237110 | TON | 246 | \$10.00 | \$2,460.00 | |
| 56 | Manholes (4 ft x 3 ft) | | | | | |
| | 237110 | EA | 12 | \$9,000.00 | \$108,000.00 | |
| 57 | Connection to Existing Manhole and Rechanneling | | | | | |
| | 237110 | EA | 1 | \$3,500.00 | \$3,500.00 | |
| 58 | Sewer Lateral and Cleanout (4-Inch, Street) | | | | | |
| | 237110 | EA | 6 | \$3,500.00 | \$21,000.00 | |
| 59 | Sewer Lateral and Cleanout (4-Inch, Alley) | | | | | |
| | 237110 | EA | 97 | \$2,183.00 | \$211,751.00 | |
| 60 | Sewer Lateral with Private Replumbing (4-Inch) 767 Jewell Drive | | | | | |
| | 237110 | EA | 1 | \$10,000.00 | \$10,000.00 | |
| 61 | Sewer Lateral with Private Replumbing (4-Inch) 759 Jewell Drive | | | | | |
| | 237110 | EA | 1 | \$7,500.00 | \$7,500.00 | |
| 62 | Sewer Lateral with Private Replumbing (4-Inch) 751 Jewell Drive | | | | | |
| | 237110 | EA | 1 | \$11,000.00 | \$11,000.00 | |
| 63 | Sewer Lateral with Private Replumbing (4-Inch) 743 Jewell Drive | | | | | |
| | 237110 | EA | 1 | \$9,500.00 | \$9,500.00 | |
| 64 | Sewer Lateral with Private Replumbing (4-Inch) 735 Jewell Drive | | | | | |
| | 237110 | EA | 1 | \$8,500.00 | \$8,500.00 | |
| 65 | Sewer Lateral with Private Replumbing (4-Inch) 812 37th Street | | | | | |
| | 237110 | EA | 1 | \$11,000.00 | \$11,000.00 | |
| 66 | Sewer Lateral with Private Replumbing (4-Inch) 804 37th Street | | | | | |
| | 237110 | EA | 1 | \$9,800.00 | \$9,800.00 | |
| 67 | Sewer Lateral with Private Replumbing (4-Inch) 744 37th Street | | | | | |
| | 237110 | EA | 1 | \$10,000.00 | \$10,000.00 | |

Bid Results

| Type | Item Code | UOM | Qty | Unit Price | Line Total | Comment |
|------|---|-----|------|-------------|-------------|---------|
| 68 | Sewer Lateral with Private Replumbing (4-Inch) 736 37th Street | | | | | |
| | 237110 | EA | 1 | \$11,000.00 | \$11,000.00 | |
| 69 | Sewer Lateral with Private Replumbing (4-Inch) 728 37th Street | | | | | |
| | 237110 | EA | 1 | \$12,000.00 | \$12,000.00 | |
| 70 | Video Inspection of Pipelines and Culverts for Acceptance | | | | | |
| | 237110 | LF | 3138 | \$3.00 | \$9,414.00 | |
| 71 | Removal and Replacement of Existing Thermoplastic Striping and Markings | | | | | |
| | 237310 | LS | 1 | \$4,830.00 | \$4,830.00 | |
| 72 | Continental Crosswalks | | | | | |
| | 237310 | SF | 3360 | \$3.00 | \$10,080.00 | |
| 73 | Video Recording of Existing Conditions | | | | | |
| | 238990 | LS | 1 | \$1,500.00 | \$1,500.00 | |
| 74 | Tree Removal and Disposal (24-Inch Trunk Diameter and Greater) | | | | | |
| | 238910 | EA | 1 | \$5,000.00 | \$5,000.00 | |
| 75 | Abandon Water Services (Stiffs) | | | | | |
| | 237110 | EA | 2 | \$500.00 | \$1,000.00 | |
| 76 | Traffic Signal Loop and Appurtenance Replacement (Type E) | | | | | |
| | 237310 | EA | 5 | \$625.00 | \$3,125.00 | |
| 77 | Traffic Signal Loop and Appurtenance Replacement (Modified Type E) | | | | | |
| | 237310 | EA | 10 | \$625.00 | \$6,250.00 | |
| 78 | Traffic Control and Working Drawings | | | | | |
| | 541330 | LS | 1 | \$50,000.00 | \$50,000.00 | |
| 79 | K-Rail | | | | | |
| | 237310 | LF | 60 | \$100.00 | \$6,000.00 | |
| 80 | Portable Changeable Message Signs (EOC Type I) | | | | | |
| | 237310 | AL | 1 | \$2,500.00 | \$2,500.00 | |
| 81 | Temporary Detection System | | | | | |
| | 238210 | EA | 2 | \$5,000.00 | \$10,000.00 | |
| 82 | Remove and Reinstall Traffic Signs | | | | | |
| | 238210 | EA | 1 | \$500.00 | \$500.00 | |
| 83 | Pedestrian Barricade (Type A) | | | | | |
| | 237310 | EA | 6 | \$1,000.00 | \$6,000.00 | |

Bid Results

| Type | Item Code | UOM | Qty | Unit Price | Line Total | Comment |
|------|--|-----|-------|-----------------|-----------------------|---------|
| 84 | Traffic Detector Loop Stub | | | | | |
| | 238210 | EA | 3 | \$1,265.00 | \$3,795.00 | |
| 85 | Tree Trimming | | | | | |
| | 561730 | EA | 2 | \$1,200.00 | \$2,400.00 | |
| 86 | Contractor Furnished Materials for the City Forces High-line Work | | | | | |
| | 237110 | LF | 3218 | \$1.00 | \$3,218.00 | |
| 87 | Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16-inch and Larger | | | | | |
| | 237110 | LS | 1 | \$21,000.00 | \$21,000.00 | |
| 88 | Pavement Restoration for Final Connection | | | | | |
| | 237110 | SF | 300 | \$14.00 | \$4,200.00 | |
| 89 | WPCP Development | | | | | |
| | 541330 | LS | 1 | \$700.00 | \$700.00 | |
| 90 | WPCP Implementation | | | | | |
| | 237310 | LS | 1 | \$10,000.00 | \$10,000.00 | |
| | | | | Subtotal | \$2,675,231.36 | |
| | Additive Alternate A | | | | | |
| 91 | Furnished Materials for Contractor High-line Work | | | | | |
| | 237110 | LF | 3218 | \$1.00 | \$3,218.00 | |
| 92 | High-lining Installation by the Contractor | | | | | |
| | 237110 | LF | 3218 | \$8.00 | \$25,744.00 | |
| 93 | High-lining Removed by the Contractor | | | | | |
| | 237110 | LF | 3218 | \$1.00 | \$3,218.00 | |
| | | | | Subtotal | \$32,180.00 | |
| | Deductive Alternate B (Enter as a negative number) | | | | | |
| 94 | Contractor Furnished Materials for the City Forces High-line Work (Bid item 87) (Deductive) | | | | | |
| | 237110 | LF | -3218 | \$1.00 | (\$3,218.00) | |
| 95 | Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16-inch and Larger. (Bid item 88) (Deductive) | | | | | |
| | 237110 | LS | -1 | \$21,000.00 | (\$21,000.00) | |
| | | | | Subtotal | (\$24,218.00) | |
| | Additive Alternate C | | | | | |
| 96 | Connections to the Existing System by Contractor (8-Inch through 12-Inch) | | | | | |
| | 237110 | EA | 3 | \$7,000.00 | \$21,000.00 | |
| 97 | Cut-in Tee by Contractor (8-Inch through 12-Inch) | | | | | |
| | 237110 | EA | 2 | \$8,000.00 | \$16,000.00 | |

Bid Results

| Type | Item Code | UOM | Qty | Unit Price | Line Total | Comment |
|-----------------|---|-----|-----|------------|-----------------------|---------|
| 98 | Cut-in Tee by Contractor (16 x 8-Inch) | | | | | |
| | 237110 | EA | 1 | \$9,000.00 | \$9,000.00 | |
| 99 | Cut-in Tee by Contractor (16 x 12-Inch) | | | | | |
| | 237110 | EA | 1 | \$9,500.00 | \$9,500.00 | |
| 100 | Cut and Plug by Contractor | | | | | |
| | 237110 | EA | 3 | \$7,000.00 | \$21,000.00 | |
| Subtotal | | | | | \$76,500.00 | |
| Total | | | | | \$2,759,693.36 | |

Subcontractors

| Name & Address | Description | License Num | CADIR | Amount | Type |
|---|--|------------------------------|------------|--------------|----------------------|
| Payco Specialties 120 N Second Ave Chula Vista, CA 91910 United States | Bid Items 71, 72, 82 & 83 for Striping Works | 000000 | 1000003515 | \$17,447.20 | |
| Jerusalem Construction, Inc. DBA Miramar General Engineering 1827 Cleveland Ave National City, CA 91950 United States | Bid Items 14-32 for Concrete Works and Curb Ramps | 1009541 | 1000033057 | \$380,438.50 | ELBE,PQUAL |
| McGrath Consulting PO BOX 2488 El Cajon, CA 92021 United States | WPCP Development | ELBE | 1000037165 | \$600.00 | ELBE,CADIR |
| Southwest Traffic Signal Service, Inc. 9201 Isaac St Suite A Santee, CA 92071 United States | Bid Items 76, 77, 81 & 84 | 451115 | 1000004265 | \$64,600.00 | PQUAL,DVBE |
| Nuline Technologies 102 2nd St. #B Encinitas, CA 92024 United States | Bid Item 70 CCTV Inspection | 997520 | 1000003808 | \$7,845.00 | |
| Rectrucking inc 1128 2nd ave Chula vista, CA 91911 United States | Trucking; DMV MCP CA# 439696 | Trucking; DMV MCP CA# 439696 | 1000040647 | \$20,000.00 | ELBE,LAT,MALE |
| American Asphalt South, Inc. PO Box 310036 14436 Santa Ana Ave Fontana, CA 92331 United States | Bid Items 8, 9, 10 & 12 for RPMS and Crack Seal | 784969 | 1000000645 | \$93,194.28 | CAU,MALE,CADIR,PQUAL |
| California Asphalt Paving and Grading 674 Alagria pl. Chula Vista, CA 91910 United States | Bid Items 6, 19 & AC Trench Grind & Pave for Street Mains and Laterals | 1033358 | 1000062521 | \$84,615.90 | 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) | 1-7.2.1 | LS | 1 | \$23,000.00 | \$23,000.00 |
| 2 | Main Bid | 237110 | Sewage Bypass and Pumping Plan (Diversion Plan) | 3-12.5.4 | LS | 1 | \$1,000.00 | \$1,000.00 |
| 3 | Main Bid | 237110 | Mobilization | 7-3.4.1 | LS | 1 | \$62,500.00 | \$62,500.00 |
| 4 | Main Bid | | Field Orders (EOC Type II) | 7-3.9 | AL | 1 | \$212,449.00 | \$212,449.00 |
| 5 | Main Bid | 238910 | Clearing and Grubbing | 300-1.4 | LS | 1 | \$15,000.00 | \$15,000.00 |
| 6 | Main Bid | 237310 | Asphalt Pavement Repair | 301-1.7 | TON | 25 | \$380.00 | \$9,500.00 |
| 7 | Main Bid | 237310 | Class 2 Aggregate Base | 301-2.4 | TON | 259 | \$45.00 | \$11,655.00 |
| 8 | Main Bid | 237310 | Rubber Polymer Modified Slurry (RPMS) Type I | 302-4.12.4 | SF | 55654 | \$0.52 | \$28,940.08 |
| 9 | Main Bid | 237310 | Rubber Polymer Modified Slurry (RPMS) Type II | 302-4.12.4 | SF | 91277 | \$0.50 | \$45,638.50 |

| | | | | | | | | |
|----|----------|--------|---|-------------------|----|-------|------------|-------------|
| 10 | Main Bid | 237310 | Rubber Polymer Modified Slurry (RPMS) Type III | 302-4.12.4 | SF | 35623 | \$0.86 | \$30,635.78 |
| 11 | Main Bid | 237310 | Pavement Restoration Adjacent to Trench | 302-5.2.1 | SF | 5460 | \$13.00 | \$70,980.00 |
| 12 | Main Bid | 237310 | Crack Seal | 302-15.5 | LB | 120 | \$25.00 | \$3,000.00 |
| 13 | Main Bid | 237110 | Cutoff Wall | 303-1.12 | EA | 3 | \$4,000.00 | \$12,000.00 |
| 14 | Main Bid | 237310 | Remove and Replace Existing Sidewalk | 303-5.9 | SF | 46.5 | \$12.00 | \$558.00 |
| 15 | Main Bid | 237310 | Additional Curb and Gutter Removal and Replacement | 303-5.9 | LF | 410 | \$51.00 | \$20,910.00 |
| 16 | Main Bid | 237310 | Additional Sidewalk Removal and Replacement | 303-5.9 | SF | 820 | \$12.00 | \$9,840.00 |
| 17 | Main Bid | 237310 | Cross Gutter | 303-5.9 | SF | 2050 | \$20.00 | \$41,000.00 |
| 18 | Main Bid | 237310 | Residential Concrete Driveway (confined Right-Of-Way) | 303-5.9 | SF | 250 | \$19.00 | \$4,750.00 |
| 19 | Main Bid | 237310 | Alley Apron | 303-5.9 | SF | 250 | \$35.00 | \$8,750.00 |

| | | | | | | | | |
|----|----------|--------|---|-------------------|----|----|------------|--------------|
| 20 | Main Bid | 237310 | Curb Ramp (Case B) with Stainless Steel Detectable Warning Tiles | 303-5.10.2 | EA | 1 | \$3,700.00 | \$3,700.00 |
| 21 | Main Bid | 237310 | Curb Ramp (Case C) with Detectable Warning Tiles | 303-5.10.2 | EA | 1 | \$3,700.00 | \$3,700.00 |
| 22 | Main Bid | 237310 | Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles | 303-5.10.2 | EA | 7 | \$3,900.00 | \$27,300.00 |
| 23 | Main Bid | 237310 | Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles | 303-5.10.2 | EA | 5 | \$3,800.00 | \$19,000.00 |
| 24 | Main Bid | 237310 | Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles | 303-5.10.2 | EA | 27 | \$3,800.00 | \$102,600.00 |
| 25 | Main Bid | 237310 | Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles | 303-5.10.2 | EA | 5 | \$3,900.00 | \$19,500.00 |
| 26 | Main Bid | 237310 | Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles | 303-5.10.2 | EA | 29 | \$3,250.00 | \$94,250.00 |

| | | | | | | | | |
|----|----------|--------|---|-------------------|----|---|------------|------------|
| 27 | Main Bid | 237310 | Curb Ramp Modified (Ramp 39 Type A, Per 39788-27-D) with Stainless Steel Detectable Warning Tiles | 303-5.10.2 | EA | 1 | \$6,000.00 | \$6,000.00 |
| 28 | Main Bid | 237310 | Curb Ramp Modified (Ramp 4 Type C1, Per (39788-22-) with Stainless Steel Detectable Warning Tiles | 303-5.10.2 | EA | 1 | \$4,500.00 | \$4,500.00 |
| 29 | Main Bid | 237310 | Curb Ramp Modified (Ramp 5 Type C1, Per (39788-22-D) with Stainless Steel Detectable Warning Tiles | 303-5.10.2 | EA | 1 | \$4,500.00 | \$4,500.00 |
| 30 | Main Bid | 237310 | Curb Ramp Modified (Ramp 43 Type C1, Per (39788-28-D) with Stainless Steel Detectable Warning Tiles | 303-5.10.2 | EA | 1 | \$4,500.00 | \$4,500.00 |

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|----|----------|--------|--|-------------------|----|-----|------------|------------|
| 31 | Main Bid | 237310 | Curb Ramp Modified (Ramp 33 Type D, Per (39788-26-D) with Stainless Steel Detectable Warning Tiles | 303-5.10.2 | EA | 1 | \$4,000.00 | \$4,000.00 |
| 32 | Main Bid | 237310 | Curb Ramp Modified (Ramp 34 Type D, Per 39788-26-D) with Stainless Steel Detectable Warning Tiles | 303-5.10.2 | EA | 1 | \$4,000.00 | \$4,000.00 |
| 33 | Main Bid | 237110 | Removal or Abandonment of Existing Water Facilities | 306-3.3.4 | LF | 524 | \$14.00 | \$7,336.00 |
| 34 | Main Bid | 237110 | Abandon and Fill Existing Sewer Main (6-Inch) Outside of the Trench Limit | 306-3.3.4 | LF | 316 | \$16.00 | \$5,056.00 |
| 35 | Main Bid | 237110 | Abandon and Fill Existing Sewer Main (10-Inch) Outside of the Trench Limit | 306-3.3.4 | LF | 264 | \$20.00 | \$5,280.00 |

| | | | | | | | | |
|----|----------|--------|---|-------------|----|------|------------|--------------|
| 36 | Main Bid | 237110 | Abandon Existing Manhole Outside of the Trench Limit | 306-3.3.4 | EA | 2 | \$2,500.00 | \$5,000.00 |
| 37 | Main Bid | 237110 | Abandon and Fill Sewer Cleanout Outside of the Trench Limit | 306-3.3.4 | EA | 1 | \$800.00 | \$800.00 |
| 38 | Main Bid | 237110 | Handling and Disposal of Non-friable Asbestos Material | 306-3.3.5.5 | LF | 50 | \$20.00 | \$1,000.00 |
| 39 | Main Bid | 237110 | Additional Bedding | 306-15.1 | CY | 126 | \$1.00 | \$126.00 |
| 40 | Main Bid | 237110 | Water Main (8-Inch, Class 305) | 306-15.1 | LF | 175 | \$173.00 | \$30,275.00 |
| 41 | Main Bid | 237110 | Water Main (8-Inch) | 306-15.1 | LF | 1705 | \$179.00 | \$305,195.00 |
| 42 | Main Bid | 237110 | Water Main (12-Inch) | 306-15.1 | LF | 111 | \$176.00 | \$19,536.00 |
| 43 | Main Bid | 237110 | Sewer Main (8-Inch) | 306-15.1 | LF | 2453 | \$176.00 | \$431,728.00 |
| 44 | Main Bid | 237110 | Sewer Main (10-Inch) | 306-15.1 | LF | 650 | \$165.00 | \$107,250.00 |
| 45 | Main Bid | 237110 | Butterfly Valve (16-Inch, Class 150B) | 306-15.5 | EA | 4 | \$5,000.00 | \$20,000.00 |
| 46 | Main Bid | 237110 | Gate Valve (8-Inch) | 306-15.5 | EA | 9 | \$1,800.00 | \$16,200.00 |
| 47 | Main Bid | 237110 | Gate Valve (12-Inch) | 306-15.5 | EA | 1 | \$3,000.00 | \$3,000.00 |

| | | | | | | | | |
|----|----------|--------|--|------------------|-----|-----|------------|--------------|
| 48 | Main Bid | 237110 | Fire Hydrant Assembly and Marker (6 Inch) | 306-15.6 | EA | 7 | \$9,000.00 | \$63,000.00 |
| 49 | Main Bid | 237110 | Water Service (1-Inch) | 306-15.8 | EA | 18 | \$2,900.00 | \$52,200.00 |
| 50 | Main Bid | 237110 | Water Service (2-Inch) | 306-15.8 | EA | 1 | \$6,000.00 | \$6,000.00 |
| 51 | Main Bid | 237110 | Blow-Off Valve Assembly (2-Inch) | 306-15.8 | EA | 3 | \$6,400.00 | \$19,200.00 |
| 52 | Main Bid | 237110 | Air and Vacuum (Air Release) Valve Assembly (1-Inch, Class 235) | 306-15.8 | EA | 1 | \$7,000.00 | \$7,000.00 |
| 53 | Main Bid | 237310 | Temporary Resurfacing | 306-15.9 | TON | 362 | \$135.00 | \$48,870.00 |
| 54 | Main Bid | 237110 | Thrust Blocks and Anchor Blocks for 16-Inch and Larger Water Mains | 306-15.10 | EA | 3 | \$1,000.00 | \$3,000.00 |
| 55 | Main Bid | 237110 | Imported Trench Backfill | 306-15.11 | TON | 246 | \$10.00 | \$2,460.00 |
| 56 | Main Bid | 237110 | Manholes (4 ft x 3 ft) | 306-16.6 | EA | 12 | \$9,000.00 | \$108,000.00 |
| 57 | Main Bid | 237110 | Connection to Existing Manhole and Rechanneling | 306-16.6 | EA | 1 | \$3,500.00 | \$3,500.00 |
| 58 | Main Bid | 237110 | Sewer Lateral and Cleanout (4-Inch, Street) | 306-17.2 | EA | 6 | \$3,500.00 | \$21,000.00 |

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|----|----------|--------|---|-----------------|----|----|-------------|--------------|
| 59 | Main Bid | 237110 | Sewer Lateral and Cleanout (4-Inch, Alley) | 306-17.2 | EA | 97 | \$2,183.00 | \$211,751.00 |
| 60 | Main Bid | 237110 | Sewer Lateral with Private Replumbing (4-Inch) 767 Jewell Drive | 306-17.2 | EA | 1 | \$10,000.00 | \$10,000.00 |
| 61 | Main Bid | 237110 | Sewer Lateral with Private Replumbing (4-Inch) 759 Jewell Drive | 306-17.2 | EA | 1 | \$7,500.00 | \$7,500.00 |
| 62 | Main Bid | 237110 | Sewer Lateral with Private Replumbing (4-Inch) 751 Jewell Drive | 306-17.2 | EA | 1 | \$11,000.00 | \$11,000.00 |
| 63 | Main Bid | 237110 | Sewer Lateral with Private Replumbing (4-Inch) 743 Jewell Drive | 306-17.2 | EA | 1 | \$9,500.00 | \$9,500.00 |
| 64 | Main Bid | 237110 | Sewer Lateral with Private Replumbing (4-Inch) 735 Jewell Drive | 306-17.2 | EA | 1 | \$8,500.00 | \$8,500.00 |
| 65 | Main Bid | 237110 | Sewer Lateral with Private Replumbing (4-Inch) 812 37th Street | 306-17.2 | EA | 1 | \$11,000.00 | \$11,000.00 |

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|----|----------|--------|---|------------------|----|------|-------------|-------------|
| 66 | Main Bid | 237110 | Sewer Lateral with Private Replumbing (4-Inch) 804 37th Street | 306-17.2 | EA | 1 | \$9,800.00 | \$9,800.00 |
| 67 | Main Bid | 237110 | Sewer Lateral with Private Replumbing (4-Inch) 744 37th Street | 306-17.2 | EA | 1 | \$10,000.00 | \$10,000.00 |
| 68 | Main Bid | 237110 | Sewer Lateral with Private Replumbing (4-Inch) 736 37th Street | 306-17.2 | EA | 1 | \$11,000.00 | \$11,000.00 |
| 69 | Main Bid | 237110 | Sewer Lateral with Private Replumbing (4-Inch) 728 37th Street | 306-17.2 | EA | 1 | \$12,000.00 | \$12,000.00 |
| 70 | Main Bid | 237110 | Video Inspection of Pipelines and Culverts for Acceptance | 306-18.7 | LF | 3138 | \$3.00 | \$9,414.00 |
| 71 | Main Bid | 237310 | Removal and Replacement of Existing Thermoplastic Striping and Markings | 314-4.4.6 | LS | 1 | \$4,830.00 | \$4,830.00 |
| 72 | Main Bid | 237310 | Continental Crosswalks | 314-4.4.6 | SF | 3360 | \$3.00 | \$10,080.00 |

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|----|----------|--------|--|------------------|----|----|-------------|-------------|
| 73 | Main Bid | 238990 | Video Recording of Existing Conditions | 400-1.1.1 | LS | 1 | \$1,500.00 | \$1,500.00 |
| 74 | Main Bid | 238910 | Tree Removal and Disposal (24-Inch Trunk Diameter and Greater) | 401-7 | EA | 1 | \$5,000.00 | \$5,000.00 |
| 75 | Main Bid | 237110 | Abandon Water Services (Stiffs) | 402-8 | EA | 2 | \$500.00 | \$1,000.00 |
| 76 | Main Bid | 237310 | Traffic Signal Loop and Appurtenance Replacement (Type E) | 404-12 | EA | 5 | \$625.00 | \$3,125.00 |
| 77 | Main Bid | 237310 | Traffic Signal Loop and Appurtenance Replacement (Modified Type E) | 404-12 | EA | 10 | \$625.00 | \$6,250.00 |
| 78 | Main Bid | 541330 | Traffic Control and Working Drawings | 601-7 | LS | 1 | \$50,000.00 | \$50,000.00 |
| 79 | Main Bid | 237310 | K-Rail | 601-7 | LF | 60 | \$100.00 | \$6,000.00 |
| 80 | Main Bid | 237310 | Portable Changeable Message Signs (EOC Type I) | 601-7 | AL | 1 | \$2,500.00 | \$2,500.00 |
| 81 | Main Bid | 238210 | Temporary Detection System | 601-7 | EA | 2 | \$5,000.00 | \$10,000.00 |

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|----|----------|--------|---|-----------------|----|------|-------------|-------------|
| 82 | Main Bid | 238210 | Remove and Reinstall Traffic Signs | 701-2 | EA | 1 | \$500.00 | \$500.00 |
| 83 | Main Bid | 237310 | Pedestrian Barricade (Type A) | 701-2 | EA | 6 | \$1,000.00 | \$6,000.00 |
| 84 | Main Bid | 238210 | Traffic Detector Loop Stub | 701-2 | EA | 3 | \$1,265.00 | \$3,795.00 |
| 85 | Main Bid | 561730 | Tree Trimming | 801-9 | EA | 2 | \$1,200.00 | \$2,400.00 |
| 86 | Main Bid | 237110 | Contractor Furnished Materials for the City Forces High-line Work | 900-1.9 | LF | 3218 | \$1.00 | \$3,218.00 |
| 87 | Main Bid | 237110 | Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16-inch and Larger | 900-2.3 | LS | 1 | \$21,000.00 | \$21,000.00 |
| 88 | Main Bid | 237110 | Pavement Restoration for Final Connection | 901-2.5 | SF | 300 | \$14.00 | \$4,200.00 |
| 89 | Main Bid | 541330 | WPCP Development | 1001-4.2 | LS | 1 | \$700.00 | \$700.00 |
| 90 | Main Bid | 237310 | WPCP Implementation | 1001-4.2 | LS | 1 | \$10,000.00 | \$10,000.00 |

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|----|--|--------|---|---------|----|-------|----------|----------------|
| | | | | | | | Subtotal | \$2,675,231.36 |
| 91 | Additive Alternate A | 237110 | Furnished Materials for Contractor High-line Work | 900-1.9 | LF | 3218 | \$1.00 | \$3,218.00 |
| 92 | Additive Alternate A | 237110 | High-lining Installation by the Contractor | 901-1.3 | LF | 3218 | \$8.00 | \$25,744.00 |
| 93 | Additive Alternate A | 237110 | High-lining Removed by the Contractor | 901-1.3 | LF | 3218 | \$1.00 | \$3,218.00 |
| | | | | | | | Subtotal | \$32,180.00 |
| 94 | Deductive Alternate B (Enter as a negative number) | 237110 | Contractor Furnished Materials for the City Forces High-line Work (Bid item 87) (Deductive) | 900-1.9 | LF | -3218 | \$1.00 | (\$3,218.00) |

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|----|--|--------|--|---------|----|----|-------------|---------------|
| 95 | Deductive Alternate B (Enter as a negative number) | 237110 | Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16-inch and Larger. (Bid item 88) (Deductive) | 900-2.3 | LS | -1 | \$21,000.00 | (\$21,000.00) |
| | | | | | | | Subtotal | (\$24,218.00) |
| 96 | Additive Alternate C | 237110 | Connections to the Existing System by Contractor (8-Inch through 12-Inch) | 901-2.5 | EA | 3 | \$7,000.00 | \$21,000.00 |
| 97 | Additive Alternate C | 237110 | Cut-in Tee by Contractor (8-Inch through 12-Inch) | 901-2.5 | EA | 2 | \$8,000.00 | \$16,000.00 |
| 98 | Additive Alternate C | 237110 | Cut-in Tee by Contractor (16 x 8-Inch) | 901-2.5 | EA | 1 | \$9,000.00 | \$9,000.00 |
| 99 | Additive Alternate C | 237110 | Cut-in Tee by Contractor (16 x 12-Inch) | 901-2.5 | EA | 1 | \$9,500.00 | \$9,500.00 |

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|-----|----------------------------|--------|-------------------------------|----------------|----|---|------------|----------------|
| 100 | Additive Alternate C | 237110 | Cut and Plug by Contractor | 901-2.5 | EA | 3 | \$7,000.00 | \$21,000.00 |
| | | | | | | | Subtotal | \$76,500.00 |
| | | | | | | | Total | \$2,759,693.36 |