City of San Diego

CONTRACTOR'S NAME: Southwest Pipeline and Trenchless Corp.

ADDRESS: 22118 S. Vermont Avenue, Torrance, CA 90502

 TELEPHONE NO.: (310) 329-8717 x104
 FAX NO.:

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov Phone No. (619) 533-4491

J. Sherzai / R. Puertollano / W. Falkenstein

BIDDING DOCUMENTS







FOR

ACCELERATED PIPELINE REHABILITATION REF 846 AND SEWER GROUP 798C

BID NO.:	K-20-1930-DBB-3
SAP NO. (WBS/IO/CC):	B-18185, B-00409
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	1, 2, 3, 4, 7, 8, 9
PROJECT TYPE:	JA, IJ

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- > BID DISCOUNT PROGRAM (THE WHITEBOOK, Part 0, EOCP SECTION 0-4, ITEM 2)
- ➢ PREVAILING WAGE RATES: STATE ∑ FEDERAL
- > APPRENTICESHIP

BID DUE DATE:

2:00 PM JULY 30, 2020

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps/index.shtm

ENGINEER OF WORK

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

riede falem

For City Engineer

5/28/2020 Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM Next Business Day After Bid Opening	5 APPARENT LOW BIDDERS
7.	SLBE Good Faith Effort Documentation	Within 3 working days of bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	Within 3 working days of bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	Contractor's Experience and Past Project Documentation. See SSP and 2018 WB Section 500-2.1, Initial Submittals, Item 1, a.	At Time of Bid	ALL BIDDERS
10.	Manufacturer Authorized Installer Certification. See SSP and 2018 WB Section 500-2.1, Initial Submittals, Item 1, b.	At Time of Bid	ALL BIDDERS

http://www.sandiego.gov/eoc/forms/index.shtml

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	If the Contractor is a Joint Venture: Joint Venture Agreement Joint Venture License	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
12.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	APPARENT LOW BIDDER
13.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER

NOTICE INVITING BIDS

- 1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C.** 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: <u>http://www.sandiego.gov</u>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$990,000.**
- 4. BID DUE DATE AND TIME ARE: JULY 30, 2020 at 2:00 PM.
- 5. LICENSE REQUIREMENT: To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: A or C34
- **6. SUBCONTRACTING PARTICIPATION PERCENTAGES**: Subcontracting participation percentages apply to this contract.
 - **6.1.** 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	9.0%
2.	ELBE participation	13.3%
3.	Total mandatory participation	22.3%

- **6.2.** The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - **6.2.1.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - **6.2.2.** 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. GFE shall be submitted to:

Public Works Contracts 525 B Street, Suite 750 (7th Floor) San Diego, California, 92101 Attention: Juan E. Espindola

7. AWARD PROCESS:

- **7.1.** 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.
- **7.2.** 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.
- **7.3.** 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.
- **7.4.** The low Bid will be determined by the Base Bid.
- **7.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

8. SUBMISSION OF QUESTIONS:

8.1. The Director (or Designee) of Engineering & Captial Projects 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: Juan E. Espindola

OR:

JEEspindola@sandiego.gov

- **8.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **8.3.** 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.
- **8.4.** 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.

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 <u>PlanetBids</u>[™].

- 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 online. 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.** <u>Important Note</u>: 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") <u>http://www.greenbookspecs.org/</u>	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook		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		PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications		PWPI030119-05
http://www.dot.ca.gov/des/oe/construction-contract-standards.html		
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 5 (CA MUTCD 2014 Rev 5)			PWPI042220-09
http://www.			
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml			
*Electronic updates to the Standard Drawings may also be found in the link above			

- **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 <u>form of an addendum</u>. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
- **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: <u>http://www.sandiego.gov/cip/</u>. 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 ACCCEPTED: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 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. By 5PM the next business day after the bid opening date, the first five 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 by 5PM the next business day after bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to: Public Works Contracts 525 B Street, Suite 750 (7th Floor) San Diego, California, 92101 To the Attention of the Contract Specialist on the Front Page of this solicitation.

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 abovementioned 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:

<u>Southwest Pipeline and Trenchless Corp.</u>, a corporation, as principal, and <u>Liberty Mutual Insurance Company</u>, 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 <u>One Million Two</u> <u>Hundred Seventy Five Thousand One Hundred Ninety Three Dollars and Zero cents (\$1,275,193.00)</u> for the faithful performance of the annexed contract, and in the sum of <u>One Million Two Hundred</u> <u>Seventy Five Thousand One Hundred Ninety Three Dollars and Zero cents (\$1,275,193.00)</u> for the faithful performance of the annexed contract, and in the sum of <u>One Million Two Hundred</u> <u>Seventy Five Thousand One Hundred Ninety Three Dollars and Zero cents (\$1,275,193.00)</u> 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.

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

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize Principal in completing the improvements and work specified in the Agreement, nor shall Surety accept a bid from Principal for completion of the improvements and work specified in the Agreement if the City of San Diego, when declaring the Principal in default, notifies Surety of the City of San Diego's objection to Principal's further participation in the completion of the improvements and work specified in the Agreement.

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

Dated September 14, 2020

 Approved as to Form
 Southwest Pipeline & Trenchless Corp.

 Principal
 Principal

 By
 Justin Duchaineau-President

 Printed Name of Person Signing for Principal

By

Deputy City Attorney

Liberty Mutual Insurance Company

Surety Quiroz. Attorney-in-fadt Noemi

Approved:

Ms amari By

Stephen Samara Principal Contract Specialist Engineering & Capital Projects Department

790 The City Drive South Ste 200 Local Address of Surety

Orange, CA 92868 Local Address (City, State) of Surety

(714) 634-5720 Local Telephone No. of Surety

Premium \$ 12,133.00

Bond No. 024247222

CALIFORNIA ALL-PURPOSE 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.

)) ss

)

State of California

County of Los Angeles

On <u>9-14-20</u>, before me, <u>Patricia Arana, Notary Public</u>, personally appeared <u>Noemi Quiroz</u>, 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.

PATRICIA ARANA Notary Public - California Los Angeles County Commission # 2220761 My Comm. Expires Nov 5, 2021

(Seal)

Signature:

Patricia Arana, Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, <u>Noemi Quiroz</u> of the city of <u>Los Angeles</u>, state of <u>CA</u> its rue and lawful attorney-in-fact, with full power and authority hereby conferred to sign,

execute and acknowledge the following surety bond:

Principal Name: Southwest Pipeline and Trenchless Corp.

Obligee Name: The City of San Diego

Surety Bond Number: 024247222

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this <u>12th</u> day of <u>December</u>, <u>2018</u>.



ss

The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

127 Bv:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this <u>12th</u> day of <u>December</u>, <u>2018</u>, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 Member, Pennsylvania Association of Notaries

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF	, I have hereunto set my ha	nd and affixed the seals of said Companies this		September	
1912 ALWESACHUSELLA	SUNTY INSURANCE OFFICE	NUMBER AND STREET	By:	Renee C. Lievelly	Assistant Secretary

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK: Rehabilitation of approximately 6939 LF (1.3 miles) of existing 6-inch, 8-inch, 10-inch, 21-inch vitrified clay (VC) and concrete pipe (CP) sewer mains. In addition, all existing sewer laterals will be rehabilitated from the property line to the sewer mains. The project also includes 10 point repairs, 3 internal point repairs, 12 manhole rehabilitations, manhole repair, and installation of 1 new main line cleanout.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids and **Appendix J, Site Maps**, Sheets 1 through 29, inclusive.
- 2. LOCATION OF WORK: The location of the Work is as follows:

Various Locations within the City of San Diego, Council District 1, 2, 3, 4, 7, 8 and 9.

See Appendix E – Location Maps

3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **325 Working Days.**

ATTACHMENT B

RESERVED

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 diem wages also may be found per 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 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, each successive predetermined wage rate shall apply to this Contract, each successive predetermined wage rate shall apply to this Contract, each successive predetermined wage rate shall apply to this Contract, each successive predetermined wage rate shall apply to 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 sections1810 through 1815.
- **1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- **1.7.** Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **1.8.** Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's 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.

PART 0 – EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A – GENERAL REQUIREMENTS

- **0-12 CONTRACT RECORDS AND REPORTS.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
 - 2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
 - 3. You shall submit the following reports using the City's web-based contract compliance (Prism[®] portal):
 - a) **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
 - 4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

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

- **1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", items 43, 56, 69, and 102, 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. The unused portion of the Field Order shall revert to the City upon Acceptance.
 - 56. **Notice of Completion (NOC)** A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
 - 69. **Punchlist** A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
 - 102. **Walk-through** An inspection the City uses to verify the completion of the Project or phase of the Project and to generate a Punchlist prior to Acceptance.

To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The Normal Working Hours are 8:00 AM to 4:00 PM.

To the "WHITEBOOK", ADD the following:

- 108. **Acceptance** When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
- 109. **Occupancy** When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
- 110. **Substantial Completion** When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.
- **1-7.1.3 Requests for Information (RFI).** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within **1 Working Day**.

- 2. Your RFI shall meet the following requirements:
 - a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.
 - b) RFIs shall be numbered sequentially.
 - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
 - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
 - e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, You shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive Your right to seek additional time or cost.
- 3. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
- 4. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.
- **1-7.2 Contract Bonds.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
 - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.
 - b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
 - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.
 - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:

Deputy Director Construction Management and Field Engineering Division 9573 Chesapeake Drive San Diego, CA 92123

SECTION 2 - SCOPE OF THE WORK

- **2-2.2 Caltrans Encroachment Permit.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall apply and obtain the Caltrans Encroachment Permit.
 - a) You shall pay for and secure the permit prior to construction.
 - b) You shall arrange and pay for inspection as required by Caltrans.
- **2-2.3 Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. The payment for applying and obtaining the Caltrans Encroachment Permit shall be included in the Allowance Bid item for "**Caltrans Encroachment Permit Submittal**" and shall include preparing plans and addressing Caltrans comments.

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.
- **3-8.4 Supporting Information.** To the "WHITEBOOK", ADD the following:
 - You shall collect and submit rehabilitation data spreadsheets along with monthly invoices for the following rehabilitation Work (see Appendix K Sewer Mains, Laterals, and Manholes Rehabilitation Sample Data Templates).
 - a) Laterals
 - b) Sewer Mains
 - c) Manholes
- **3-13.1.1 Requirements Before Requesting a Walk-through.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-13.1.1 Requirements Before Requesting Substantial Completion.

- 1. The following items are required prior to requesting a Substantial Completion:
 - a) Remove temporary facilities from the Site.
 - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c) Provide completed and signed Red-lines in accordance with 3-7.3 "Redlines and Record Documents".
 - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e) Provide all tools which are permanent parts of the equipment installed in the Project.
 - f) Provide and properly identify all keys for construction and all keys for permanent Work.
 - g) Provide all final Special Inspection reports required by the applicable building Code.
 - Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
 - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
 - j) Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.

- k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
- I) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
- m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.

3-13.1.2 Walk-through and Punchlist Procedure. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
- 2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
- 3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
- 4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
- 5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
- 6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
- 7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
- 8. The Engineer shall meet with you within 5 Working Days of notification that all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

- **3-13.2** Acceptance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
 - 2. You shall deliver the final As-builts and final billing prior to Acceptance.
 - 3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
 - 4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
 - Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.
- **3-13.3 Warranty.** To the "WHITEBOOK", 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 has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
 - 2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
 - 3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
 - 4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
 - 5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost
 - 6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years

Specified Item	Minimum Warranty Period	
Fiber Optic Interconnect Cables	2 Years	
Luminaires*	10 Years of Manufacturer's Warranty	
LED Signal Modules	3 Years of Manufacturer's Warranty	
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"	

- * Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10-year warranty.
- 7. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
 - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
 - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
 - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 3-13.3.2, "Warranty Format Requirements".
- 8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

SECTION 4 - CONTROL OF MATERIALS.

- **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 15 Working Days prior to Bid Due date,** 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:

General Annual Aggregate Limit	Limits of Liability
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 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, and representatives 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:

Workers' Compensation	Statutory Employers Liability
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.

- **5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", items 2 and 3, DELETE in their entirety and SUBSTITUTE with the following:
 - 2. No less than 5 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project. Verbal and written notifications shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Resident Engineer. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
 - 3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c) 72 hours in advance of the scheduled resurfacing.
- **5-13 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Virtual Project Manager shall be used on this Contract.
 - 2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
 - 3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
 - 4. Review and act on all communications addressed to you in the VPM project website.
 - 5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:

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

6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

- **5-15.1 General.** To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:
 - 10. If your construction activities have encountered flammable liquids or other hazardous substances, you shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. 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. The payment for Hazardous Waste Operations and Emergency Response (HAZWOPER) certification and training for construction staff shall be included in the allowance Bid item for "Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification".

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 Cash Flow Forecast** and use the format shown.
 - ii. See also the "Cash Flow Forecast Example" at the location below:

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

- **6-1.2.1 Construction Phasing.** To the "WHITEBOOK", ADD the following:
 - 3. Contractor shall not begin work on Sewer Group 798C Sites 2 and 3 until authorized by the Project Manager.
- **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) The proposed work on sheet No. 7 November 1st December 31st
 - b) The proposed work on sheet No. 24 November 1st December 31st

6-3 TIME OF COMPLETION. To the "WHITEBOOK", ADD the following:

- 1. You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within **80 Working Days** from the date of NTP. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.
- **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".
- **6-4.4** 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.

ADD:

6-6.1.1 Environmental Document.

- The City of San Diego has prepared a Notice of Exemptions for Accelerated Pipline Rehabilitation 846, Project No. B-18185 and for Sewer Group 798C (Site 1 and Site 4), Project No. B-00409, as referenced in the Contract Appendix. You shall comply with all requirements of the Notice of Exemptions 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.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1 General. To the "GREENBOOK" and "WHITEBOOK", paragraph (8), DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to your failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment in accordance with applicable laws.

To the "WHITEBOOK", ADD the following:

- 1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements.
- 2. As provided in §7105 of the California Public Contract Code, if the Contract is not financed by revenue bonds, you are not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an act of God, in excess of 5% of the Contract Price, if the following occur:
 - a) The Project damaged was built in accordance with the Contract requirements.

- b) There are no insurance requirements in the Contract for the damages.
- 3. The Bid item for "**Sewer Node Removal**" shall include, and not to be limited to, removal and disposal of intense root intrusion, debris and materials that cause obstruction of flow in the sewer main. This payment shall include all necessary labors, materials, and equipment to remove, clean, dispose and video inspection of existing sewer main as indicated per Section 306-18.7.
- 4. The Bid item for "Internal Point Repair for Existing Sewer Main" shall include, and not to be limited to, all repair work on the sewer main from manhole without open trench excavation. This payment shall include all necessary labors, materials, and equipment to clean, repair and inspection as specified under point repair Section 500-4.7.
- **7-3.2 Partial and Final Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The Final Payment, which is the release of Retention, shall be paid to you after you have successfully submitted the following required documents:
 - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible for or encumbered by.
 - b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
 - c) Consent of Surety to Final Payment.
 - If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.
 - e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
 - f) Required EOCP Final Summary Report in accordance with Section 0-12, "Contract Records and Reports", record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.
 - g) Acceptance of the completed Project by the asset owning Department.

To the "WHITEBOOK", ADD the following:

2. Submit an invoice for payment after you successfully complete the required documents and the City will pay the invoice within 30 Calendar Days. The City will pay 6% annually for late retention payments.

- **7-3.2.2 Amount of Progress Payments.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The City will pay 6% annually for late progress payments.
 - 2. Progress payments will be considered "late" if the following occur:
 - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice. A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has not disputed any portion of the application within 7 Calendar Days of the date of submission.
 - b) The application for payment does not require signing of a Contract Change Order.
 - 3. The Engineer may withhold payment for any of the following reasons:
 - a) Defective or incomplete Work.
 - b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".
 - c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
 - 4. The Engineer may back charge the contract for any of the following reasons:
 - a) Defective or incorrect Work not remedied.
 - b) Damage to City property or a third party's property that was caused by you.
 - c) Liquidated Damages.
- **7-3.2.3** Waiver of Claims at Final Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Your acceptance of Final Payment constitutes a waiver of affirmative Claims by you, except those previously made in writing and identified as unsettled at the time of Final Payment.
- **7-3.2.4** Withholding of Payment and Back Charge. To the "WHITEBOOK", DELETE in its entirety.
- **7-3.5.1 General.** To the "WHITEBOOK", ADD the following:
 - 2. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.

- **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

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 302 – ROADWAY SURFACING

- **302-4.5** Scheduling, Public Convenience and Traffic Control. To the "GREENBOOK", paragraphs (1) and (2), DELETE in their entirety and SUBSTITUTE with the following:
 - 1. In addition to the requirements of Part 6, you shall comply with the following:
 - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
 - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary "No Parking" signs 72 hours in advance.

c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

- **306-18.5** Video Inspection Submittals. To the "WHITEBOOK", item 1, subsection "h", DELETE in its entirety and SUBSTITUTE with the following:
 - h) Post-rehabilitation Videos Post-rehabilitation videos shall be submitted within 30 Calendar Days of the completion of the Work in phases not to exceed 2-mile increments. The final video recording shall clearly show the condition of the liner with ends sealed at the manholes, service laterals, and connection seals. The submittal of this final video recording shall also include MS Access database and marked up Field Book pages or Plans as attachments.
- **306-18.7 Payment.** To the "WHITEBOOK", ADD following:
 - 5. The payment for post-rehabilitation videos shall be included in the associated Bid items provided, regardless of the number of phased videos required at 2-mile increments.

SECTION 500 – PIPELINE REHABILITATION

- **500-2.1** Initial Submittals. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall submit the following required information **at the time of Bid Opening**:
 - a) Contractor's Experience and Past Project Documentation.
 - i. You shall submit documentation that you have performed similar main rehabilitation projects (of scope and size) successfully within the last 10 years in the United States. The scope shall include the same product, installation, and curing. The proposed product shall have at least 5 years or more of documented performance records.
 - ii. Your superintendent shall be assigned full time to this project and shall be present at the Site while Work is being performed. If CIPP is used, the superintendent shall have documentation conveying experience with the proposed resin and felt combination used and the installation of the proposed lateral sealing system with the pipe lining system.
 - b) Authorized Installer.
 - i. The installation of the lining system shall be performed by a contractor authorized, certified, or both by the manufacturer or owner of the process.
 - You shall submit a copy of the authorizations, certifications, or both from all manufacturers listed on the City's Approved Material List (AML) that will be used for the Work that includes the name, address, point of contact, and telephone number of the manufacturer.

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

- **601-2.1.4 Traffic Control for Resurfacing and Slurry Sealing.** To the "WHITEBOOK", item 3, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:
 - d) Place "NO PARKING TOW-AWAY ZONE" signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING - TOW-AWAY ZONE" signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.
- **601-3.5.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. Temporary "No Parking" and "No Stopping" signs shall be installed 72 hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.
- **601-3.6 Channelizing Devices.** To the "WHITEBOOK", item 4, Barricades, ADD the following:
 - You shall place "OPEN TRENCH" signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.

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 EXEMPTIONS

NOTICE OF EXEMPTION

(Check one or both)

- TO: <u>X</u> 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: Accelerated Pipeline Rehabilitation 846

Project Location-Specific: Multiple locations within the City of San Diego, within the Community Planning Areas: Mission Valley, Linda Vista, Clairemont Mesa, Navajo, Uptown, Peninsula, Mid-City: Eastern Area, Otay Mesa, College Area, Encanto Neighborhoods, San Ysidro, Encanto Peninsula, Barrio Logan, Mid-City: City Heights, La Jolla, University, North Park & Council Districts: 1, 2, 3, 4, 6, 7, 8, 9

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

Description of nature and purpose of the Project: The project consists of rehabilitating approximately 7,908 linear feet (LF) of existing 6, 8, 10, and 21-inch vitrified clay (VC) and concrete sewer mains. Rehabilitation is proposed for all service laterals that connect to the sewer main. New cleanouts will be installed at the property line for any laterals that do not already have existing cleanouts or at ends of mains where needed. Group 846 also includes the rehabilitation of (7) manholes, (3) new cleanout, and (9) sewer main point repairs. Existing depth of the pipes is approx. 6-26 feet with an existing width of 3 feet. The project will also include the following improvements: slurry seal street resurfacing of the areas that will be impacted by the construction activities related to manholes, point repairs and cleanouts.

Name of Public Agency Approving Project: City of San Diego

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

Exempt Status:

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

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 15301 – (Existing Facilities), which would apply because the project scope includes repair of existing public structures, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; 15303 – (New Construction or Conversion of Small Structures), which would apply because the project scope includes apply because the project proposes construction of limited numbers of new, small structures; and where the exceptions listed in Section 15300.2 would not apply.

Project No. / WBS No.: B-18185.02.06

Lead Agency Contact Person: Natalie de Freitas

Telephone: (619) 533-4603

If filed by applicant:

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

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

Carrie Purcell, Assistant Deputy Director

Check One: (X) Signed By Lead Agency () Signed by Applicant

20

Date Received for Filing with County Clerk or OPR:

NOTICE OF EXEMPTION

(Check one or both)

TO:

<u>X</u> 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: Sewer Group Job 798C (Sites 1 & 4)

Project No. / WBS No.: B-00409.02.06

Project Location-Specific: Site 1 is located between house along Romero Drive and Carrizo Drive. Site 4 is located between La Jolla Bike Path and residences along La Jolla Hermosa Avenue and south of La Canada, in Upper Hermosa. Both sites are within the La Jolla Community Planning Area & Council District 1.

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

Description of nature and purpose of the Project: This project consists of relining 119 linear feet of sewer pipe and associated laterals at two separate locations (sites) due to significant deterioration. Site 1 consists of sewer pipe relining work that extends along developed private backyards of 7260, 7258, and 7252 Romero Drive, and abuts the private backyard of 7241 Carrizo Drive. The pipeline extends from Manhole (MH) No. 332 to MH 333. Site 4 consists of relining of two (2) laterals for residences at 5929 and 5935 La Jolla Hermosa Avenue, and inspections of the MHs. All work would occur within developed privately-owned residential property or within developed City Right-of-Way. Earth-disturbing activities would occur within previously disturbed soils and would not exceed five feet in depth. The project does not have the potential to disturb Environmentally Sensitive Lands.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: Juan Baligad, 525 B Street MS 908A, Suite 750, San Diego, CA 92101, (619) 533-5473

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. 15301 (b) (d) [Existing Facilities]
- () Statutory Exemptions: (Sec. 15282 (k))

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 15301 (b) & (d) [Existing Facilities], which allows for the repair or maintenance of existing facilities of publicly owned utilities and the restoration of deteriorated or damaged structures to meet current standards of public health and safety; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Juan Baligad

Telephone: (619) 533-5473

If filed by applicant:

1. Attach certified document of exemption finding.

Revised May 2016 Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Appendix A – Notice of Exemptions 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

Check One: (X) Signed By Lead Agency () Signed by Applicant

Date Received for Filing with County Clerk or OPR:

Revised May 2016

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. <u>AUTHORITY</u>

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

Reference

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

3. **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.)

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- 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. **<u>POLICY</u>**

- 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 ¹/₂" 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.

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

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

Process for Issuance

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

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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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	SUPERSEDES	DATED
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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.

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT	PAGE 90F 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

7. <u>FEE AND DEPOSIT SCHEDULES</u>

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

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

Water Department Director

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

APPENDIX

Administering Division:	Customer Support Division
Subject Index:	Construction Meters Fire Hydrant Fire Hydrant Meter Program Meters, Floating or Vehicle Mounted Mobile Meter Program, Fire Hydrant Meter
Distribution:	DI Manual Holders

City et San Diego PUBLIC UTILITIES Water & Verstewater	Application f Hydrant Met	(HIBIT A)	(For Office L	Jse Only) FAC#	
N. S. S.			DATE		ВҮ	
Meter Information		(619) 527-7449	Application Date	R	equested Instal	l Date:
Fire Hydrant Location: (Attach D	etailed Map//Thomas Bros. I	Map Location or Cons	truction drawing.) Zip:	Ī		G.B. (CITY USE)
Specific Use of Water:						
Any Return to Sewer or Storm D	prain, If so , explain:					
Estimated Duration of Meter Us	e:			Cł	neck Box if Recla	aimed Water
Company Information						
Company Name:					n an fan de f	
Mailing Address:						r.
City:	State	e: Z	lip:	Phone:	:()	1
*Business license#	· · · · · · · · · · · · · · · · · · ·	*Con	tractor license#		<u> </u>	
A Copy of the Contractor	r's license OR Business	License is requi	red at the time	of meter is	ssuance.	
Name and Title of Billing Agent: Phone: ()						
Site Contact Name and Title: Phone: ()			-18			
Responsible Party Na	ime:			Title:	<u> </u>	
Cal ID#	· · ·					
Signature: Date:			· • ·			
Guarantees Payment of all Charges F	Resulting from the use of this Me	ter. Insures that employ	ees of this Organization	understand the	e proper use of Fir	re Hydrant Meter
		÷ 13				
Fire Hydrant Meter Removal Request Requested Removal Date:						
Provide Current Meter Location i	f Different from Above:					
Signature:			Title:		Date:	2 (1 - 1
Phone: () Pager: ()						
City Meter	Private Meter				an fyr yr yn ddiaddau da gannan ar yn yn arallad	
Contract Acct #:		Deposit Amount	\$ 936.00	Fees Amou	Int: \$ 62.0	00
Meter Serial #		Meter Size:)5	Meter Mak	ke and Style:	6-7

Backflow Size:

Signature:

Appendix B - Fire H	/drant Meter Program
---------------------	----------------------

Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C

Backflow #

Name:

Backflow

Make and Style:

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. Ероху

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:





14	Itom Description	Contract Authorization Previou						un Tatal	. To Data	-	hio Estima	ata	Tata	a ta Dai	ha
Item #	Item Description	Unit	Price	Qty Extension		Previous Totals To Date %/QTY Amount		s lo Date	This Estimate			Totals to I % / QTY		te Imount	
1			11100		\$	-	/0/ 211	\$	-	/0/ Q11	\$	-	0.00	\$	-
2					\$	-		\$			\$	-	0.00%	\$	-
3					\$	-		\$			\$	-	0.00%	\$	-
4					\$	-		\$	-		\$	-	0.00%	\$	-
5					\$	-		\$	-		\$	-	0.00%	\$	-
6					\$	-		\$	-		\$	-	0.00%	\$	-
7					\$	-		\$	-		\$	-	0.00%	\$	-
8					\$	-		\$	-		\$	-	0.00%	\$	-
5					\$	-		\$	-		\$	-	0.00%	\$	-
6					\$			\$	-		\$	-	0.00%	\$	-
7					\$	-		\$	-		\$	-	0.00%	\$	-
8					\$			\$	-		\$	-	0.00%	\$	-
9					\$	-	-	\$	-		\$	-	0.00%	\$	-
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13 14					\$ \$			ֆ \$	-		<u>پ</u> \$	-	0.00%	\$ \$	-
14		+ +			\$	-		\$	-		\$	-	0.00%	\$	-
16					\$	-		\$	-		\$	_	0.00%	\$	-
	Field Orders				\$	-		\$	-		\$	-	0.00%	\$	-
.,					\$	-		\$	-		\$	-	0.00%	\$	-
	CHANGE ORDER No.				\$	-		\$	-		\$	-	0.00%	\$	-
F					\$	-		\$	-		\$	-	0.00%	\$	-
F	Total Authorized Amou	int (including	approved Chan	ge Order)	\$	-		\$	-		\$	-	Total Billed	\$	-
-	SUMMARY			<u> </u>	•		•								
[. Original Contract Amount				I certify that the materials				Retention and/or Escrow Payment Schedule						
	. Approved Change Order #00 Thru #00 5 - . Total Authorized Amount (A+B) \$ -			have been received by me in the quality and quantity specified			in	Total Retention Required as of this billing (Item E)							\$0.00
							Previous Retention Withheld in PO or in Escrow							\$0.00	
	D. Total Billed to Date -						Add'I Amt to Withhold in PO/Transfer in Escrow:							\$0.00	
	. Less Total Retention (5% of D)			Resident Engineer			Amt to Release to Contractor from PO/Escrow:								
	Less Total Previous Payments \$ -				U U										
	G. Payment Due Less Retention				Construction Engineer										
	H. Remaining Authorized Amount \$0.00				_			Contractor Signature and Date:							

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

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														

APPENDIX E

LOCATION MAPS





SENIOR ENGINEER NICOLE SALEM PROJECT MANAGER JAMAL SHERZAI PROJECT ENGINEER BOBAK MADGEDI PRINCIPAL ENGINEERING AIDE LINA HOSMI

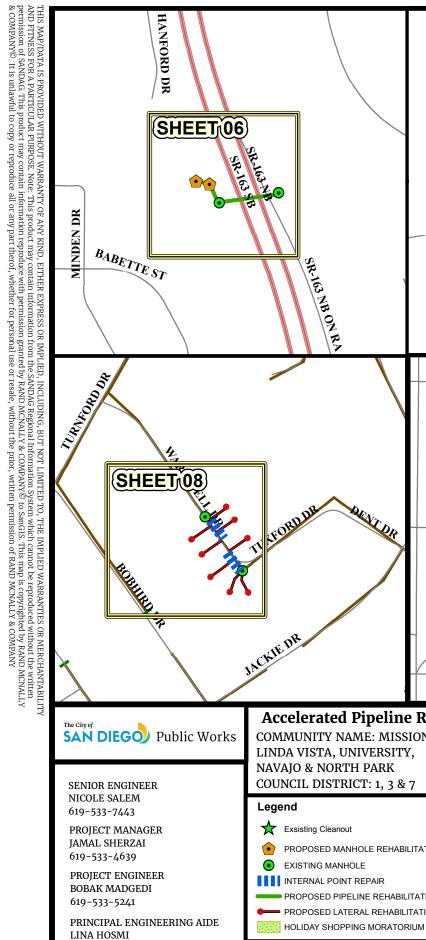
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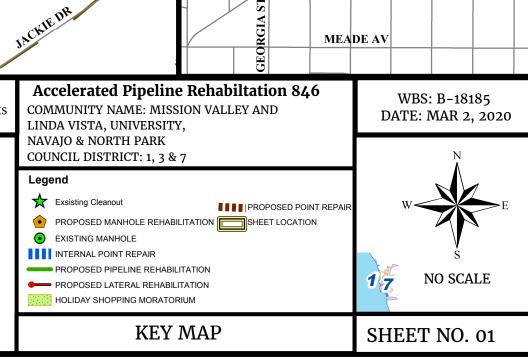
(619) 533-4639

(619) 533-4626

(619) 533-4613







619-533-4613

PRIVATEDY

FELSI

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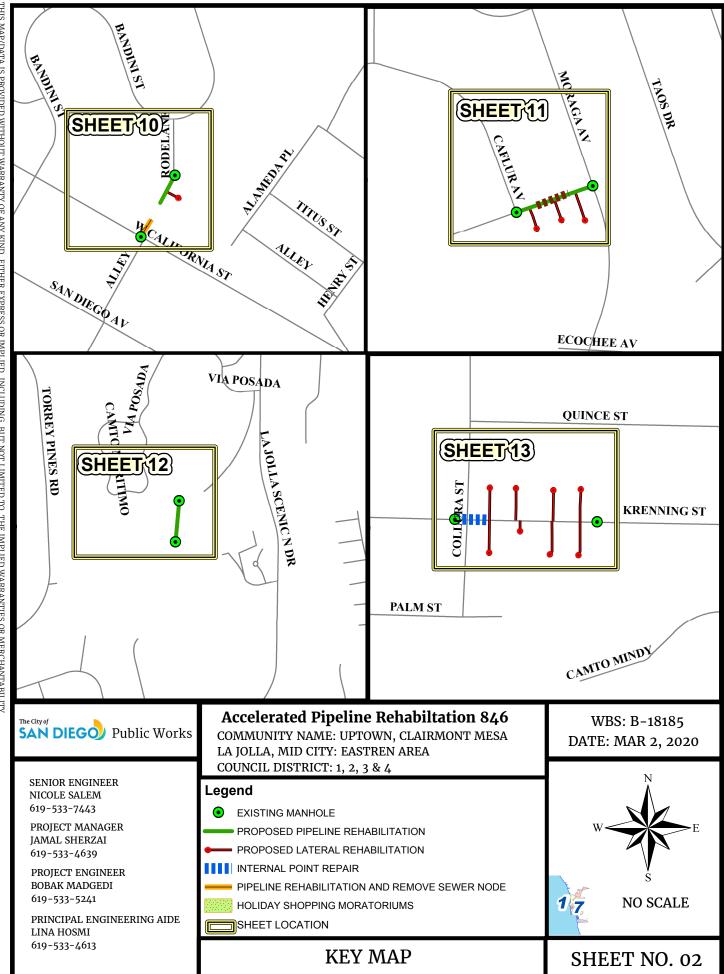
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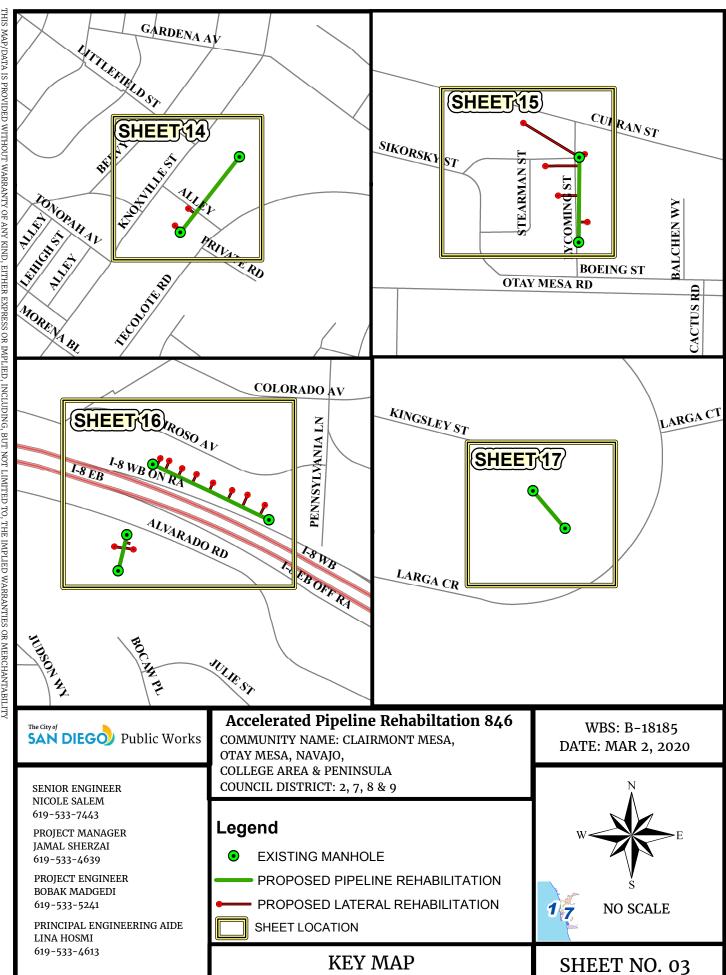
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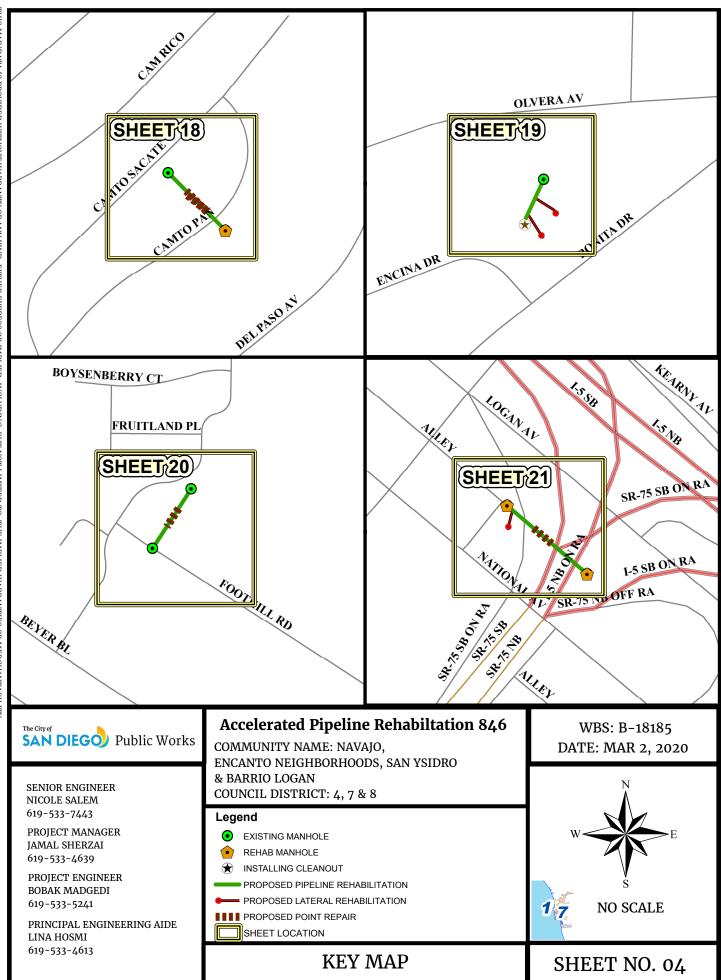
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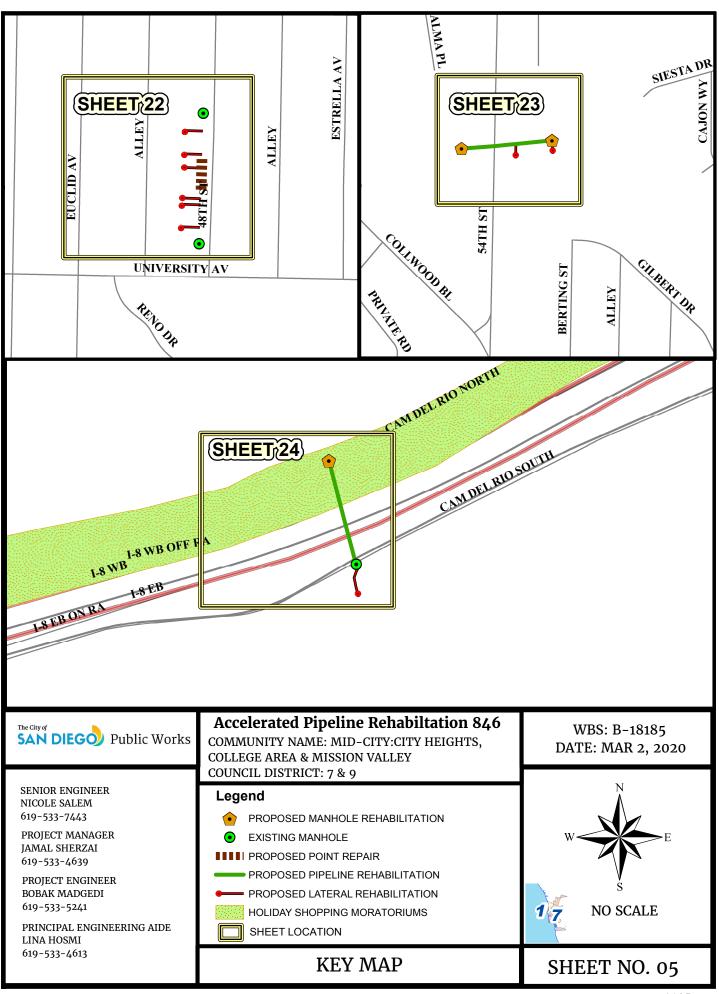
Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Appendix E - Location Maps

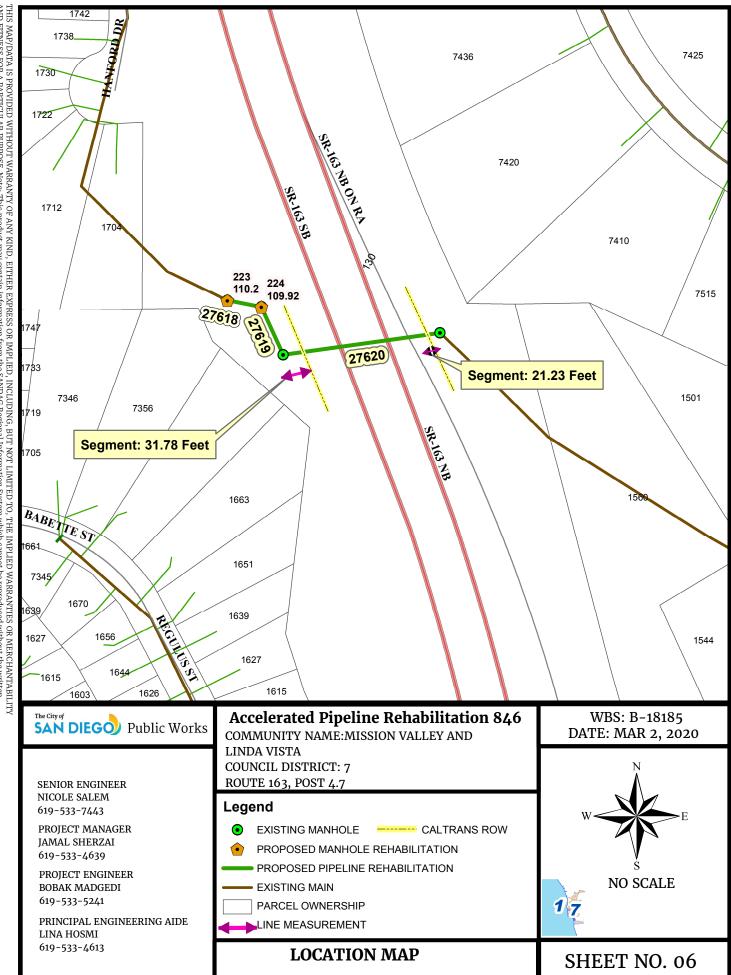




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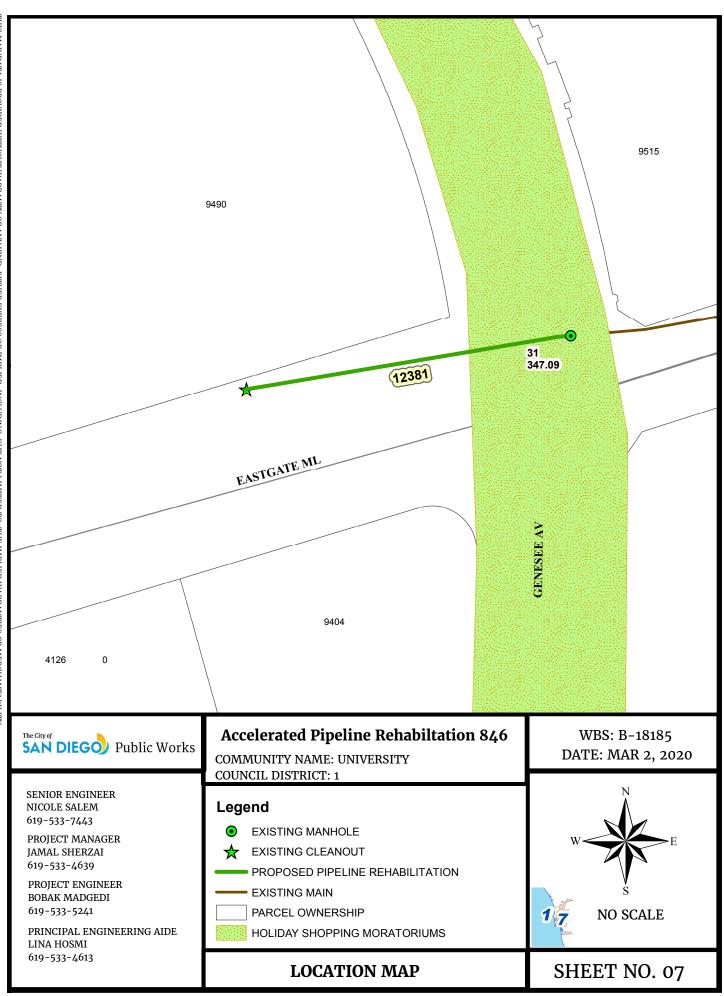
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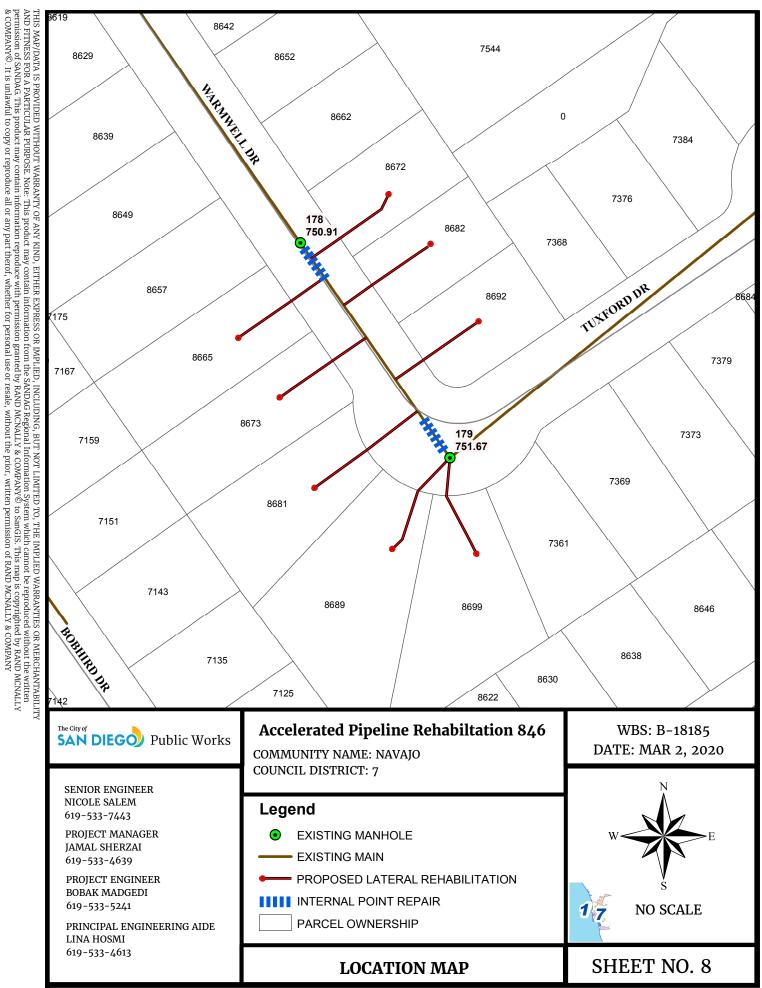




Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Appendix E - Location Maps

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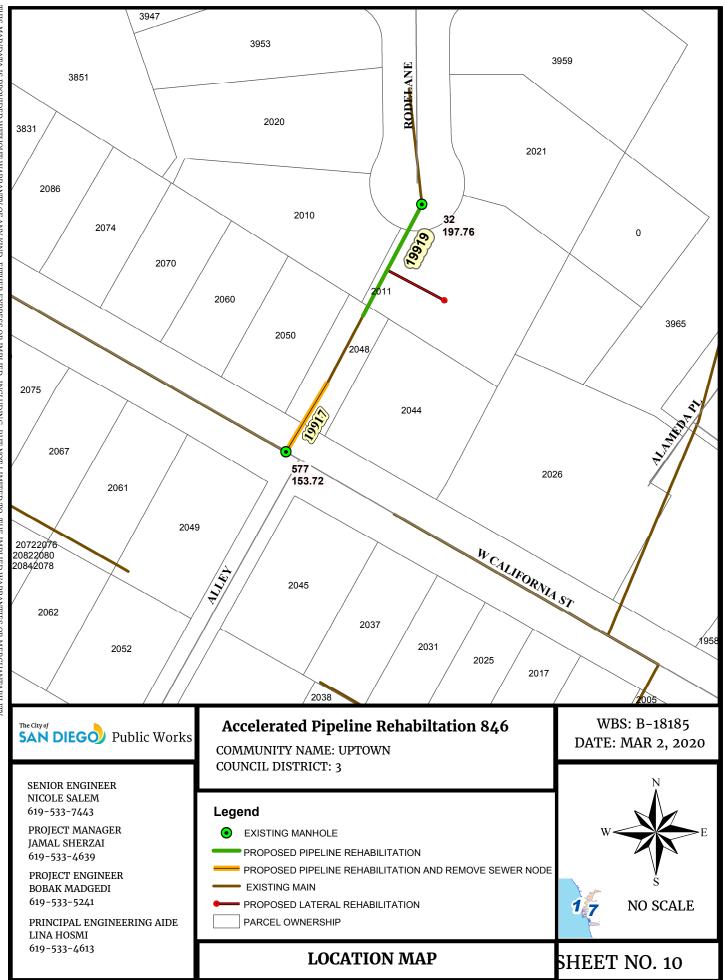




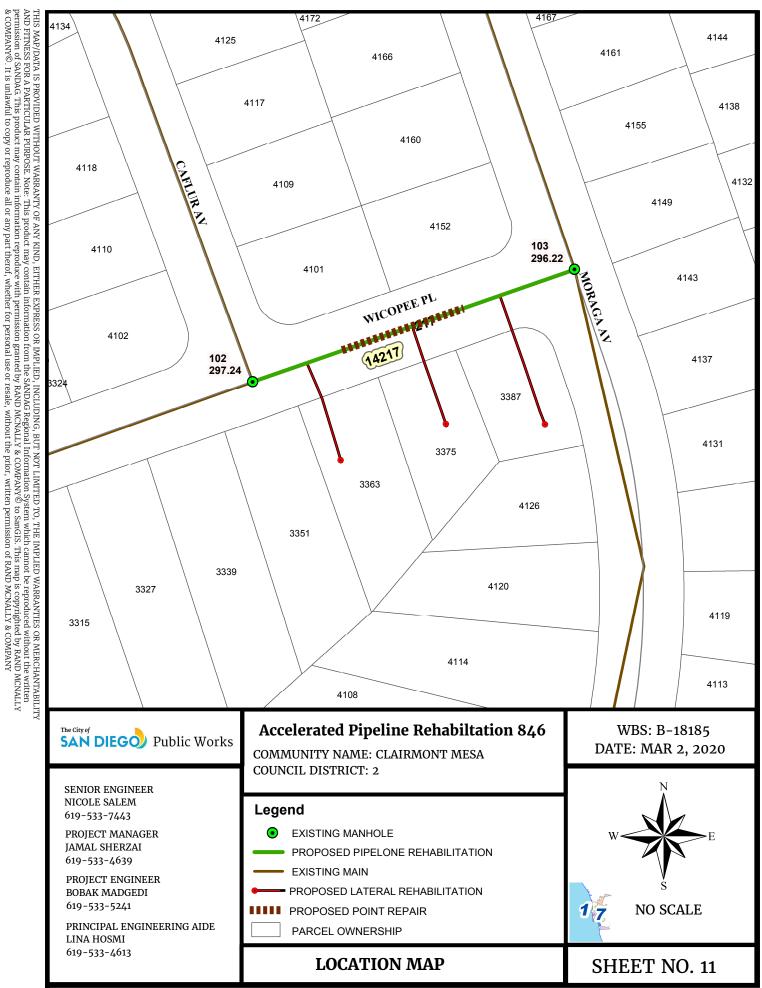
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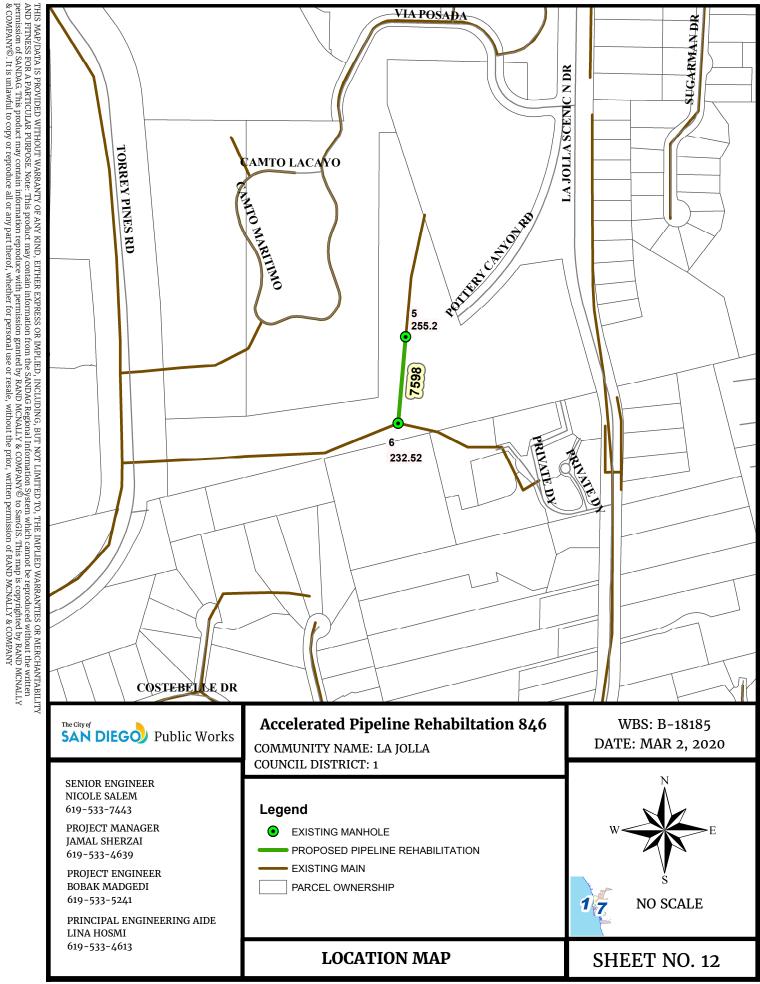
MONROE AV 1915 1921 ALABAMA ST **GEORGIA ST** ALLEY MISSION S FLORIDA ALLEY Accelerated Pipeline Rehabiltation 846 WBS: B-18185 The City of SAN DIEGO Public Works DATE: MAR 2, 2020 COMMUNITY NAME: NORTH PARK **COUNCIL DISTRICT: 3** SENIOR ENGINEER NICOLE SALEM Legend 619-533-7443 PROJECT MANAGER **REHAB MANHOLE** JAMAL SHERZAI PROPOSED PIPELINE REHABILITATION 619-533-4639 PROJECT ENGINEER PROPOSED LATERAL REHABILITATION BOBAK MADGEDIi 619-533-5241 PROPOSED POINT REPAIR NO SCALE PRINCIPAL ENGINEERING AIDE PARCEL OWNERSHIP LINA HOSMI 619-533-4613 LOCATION MAP SHEET NO. 09



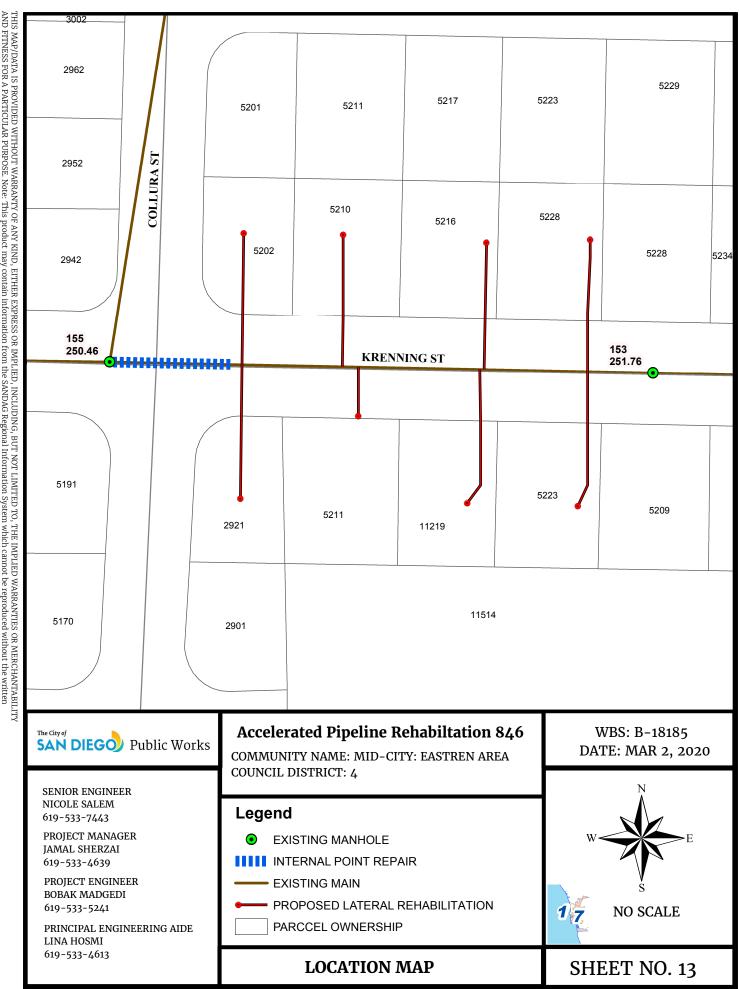


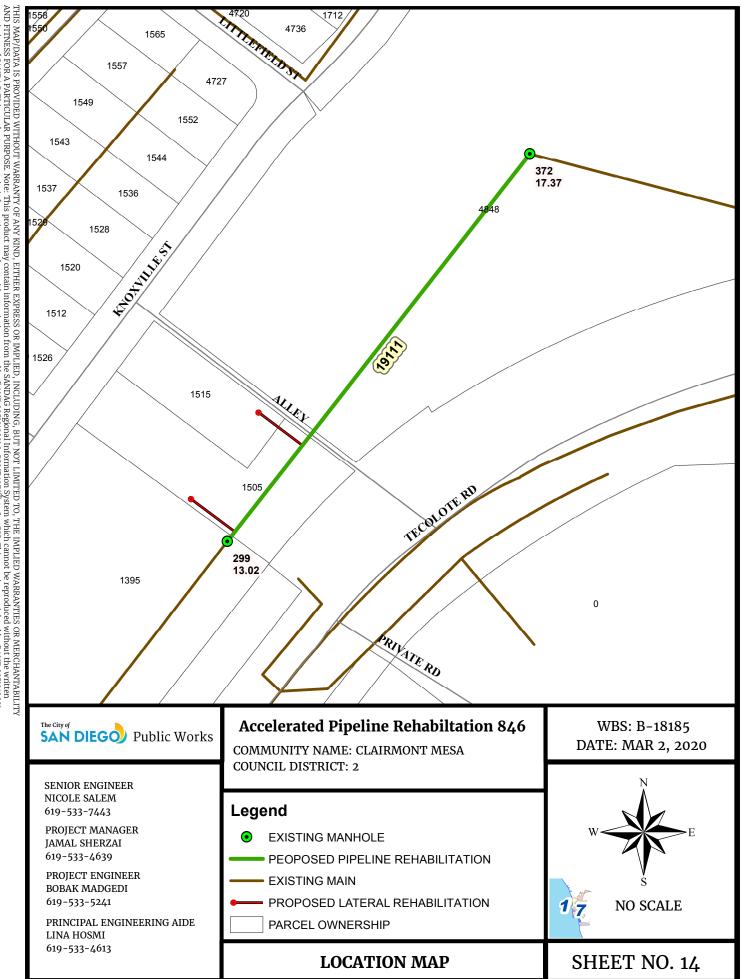
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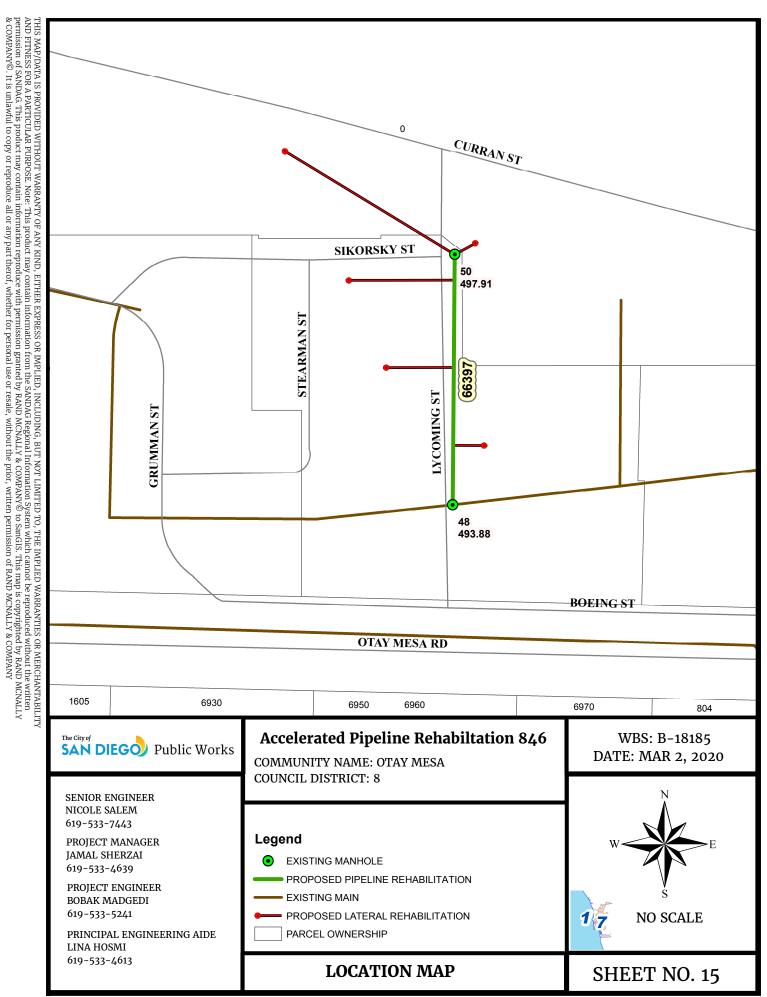


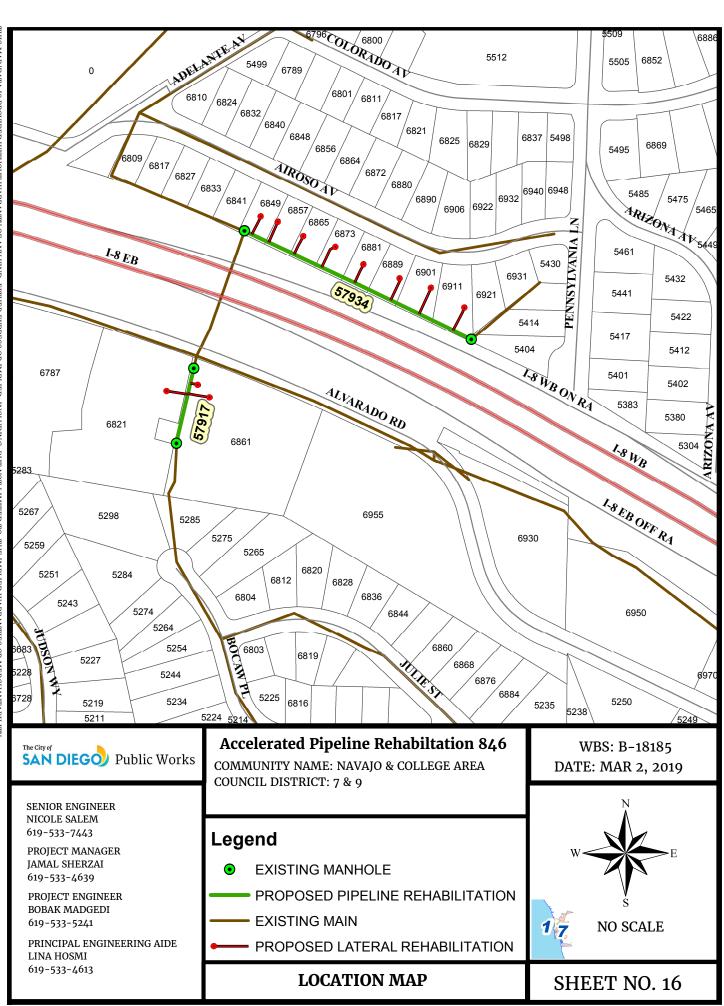


Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Appendix E - Location Maps

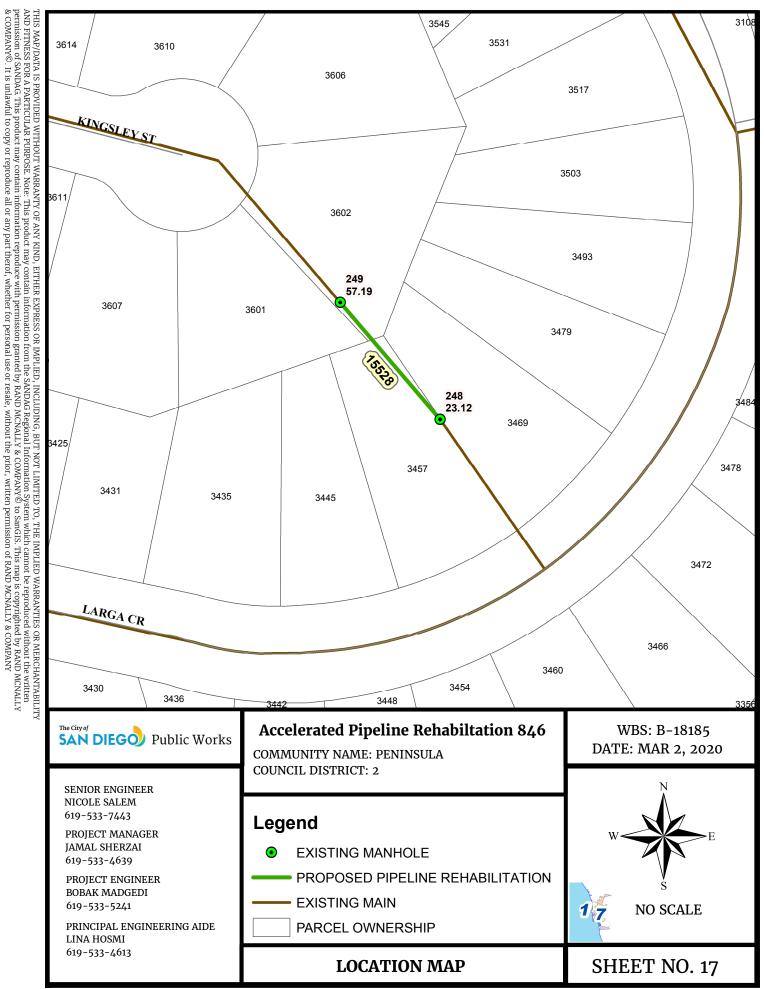


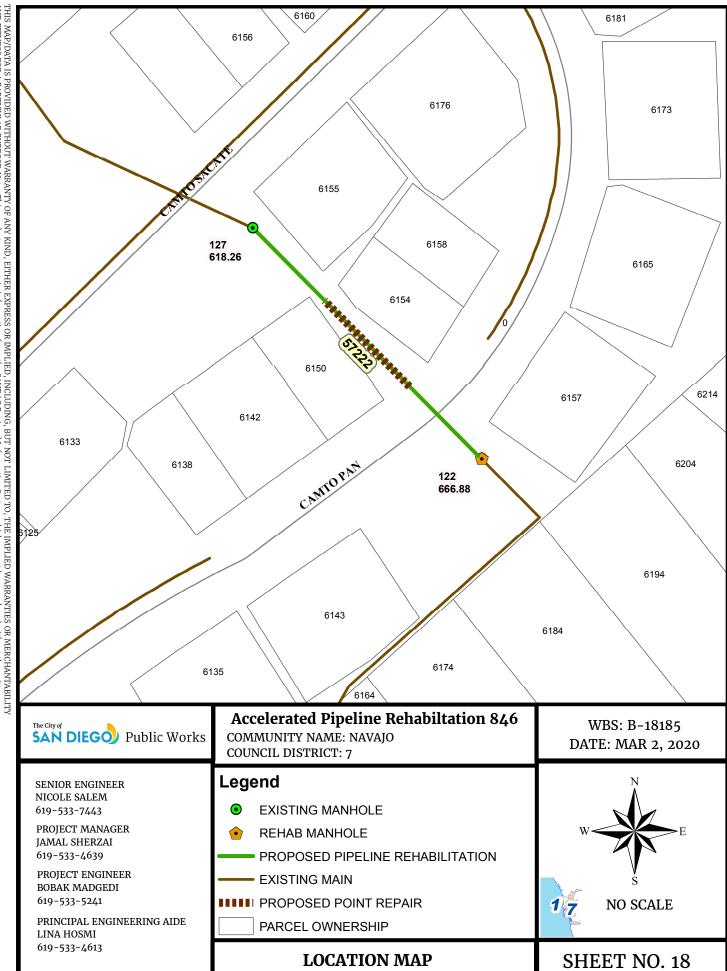


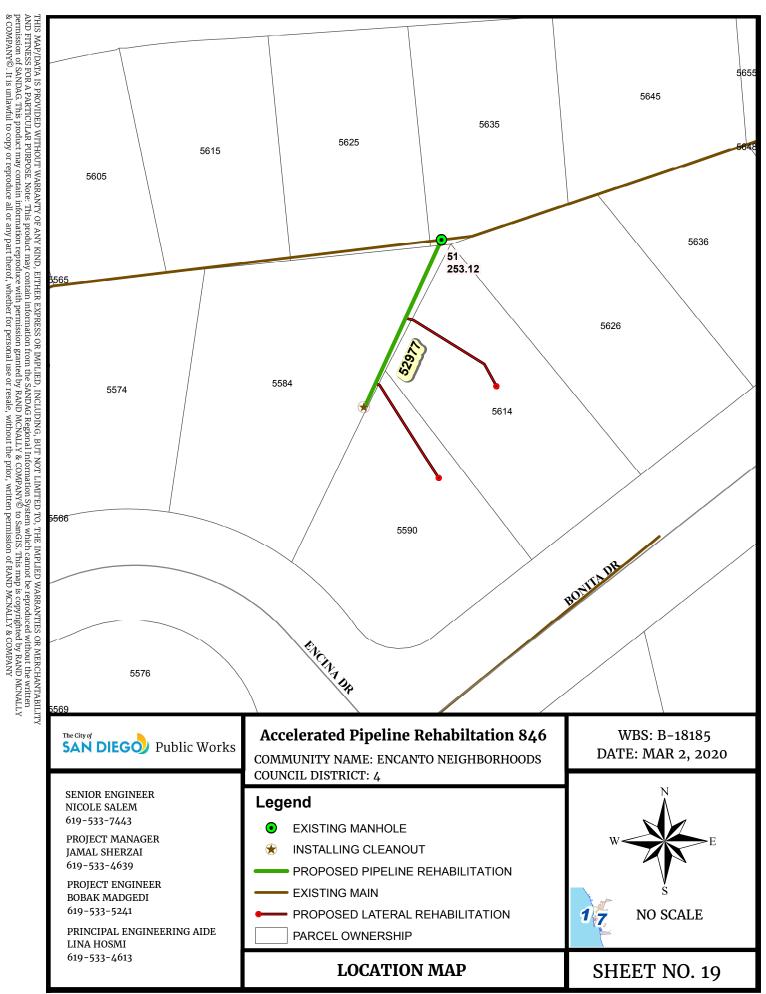


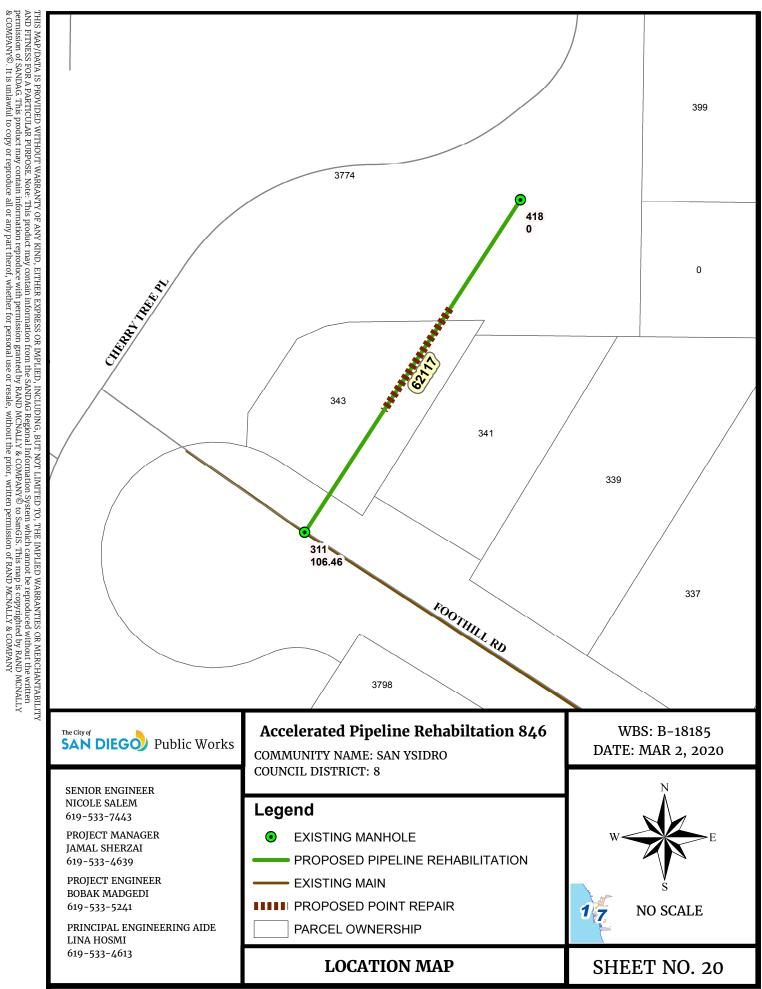


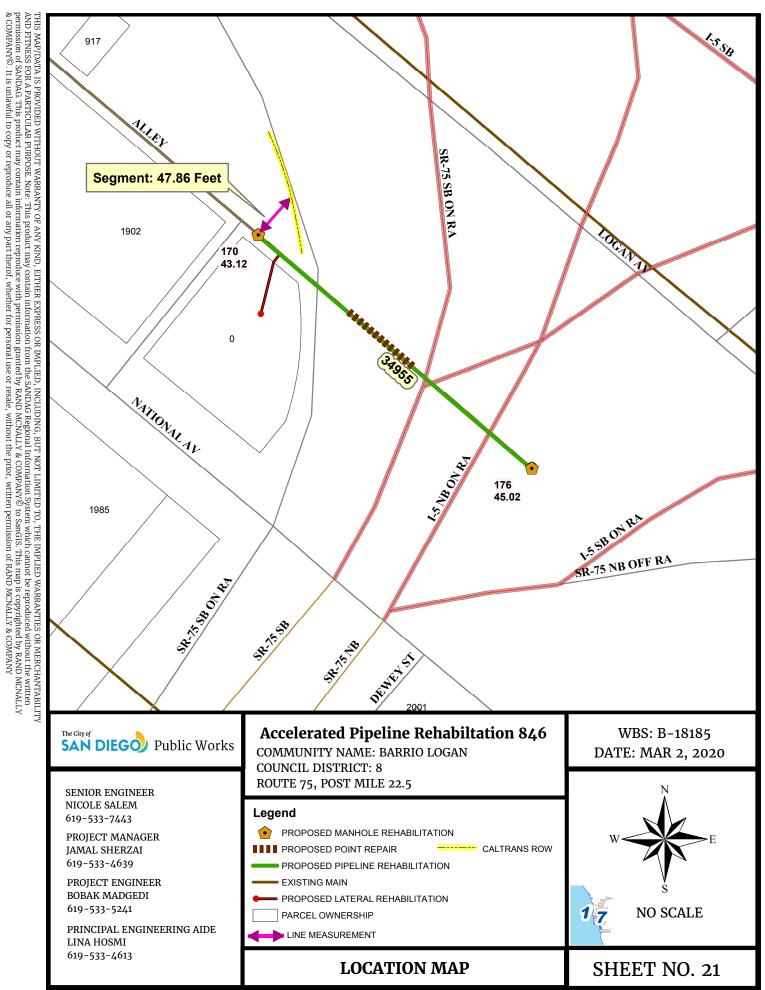
Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Appendix E - Location Maps

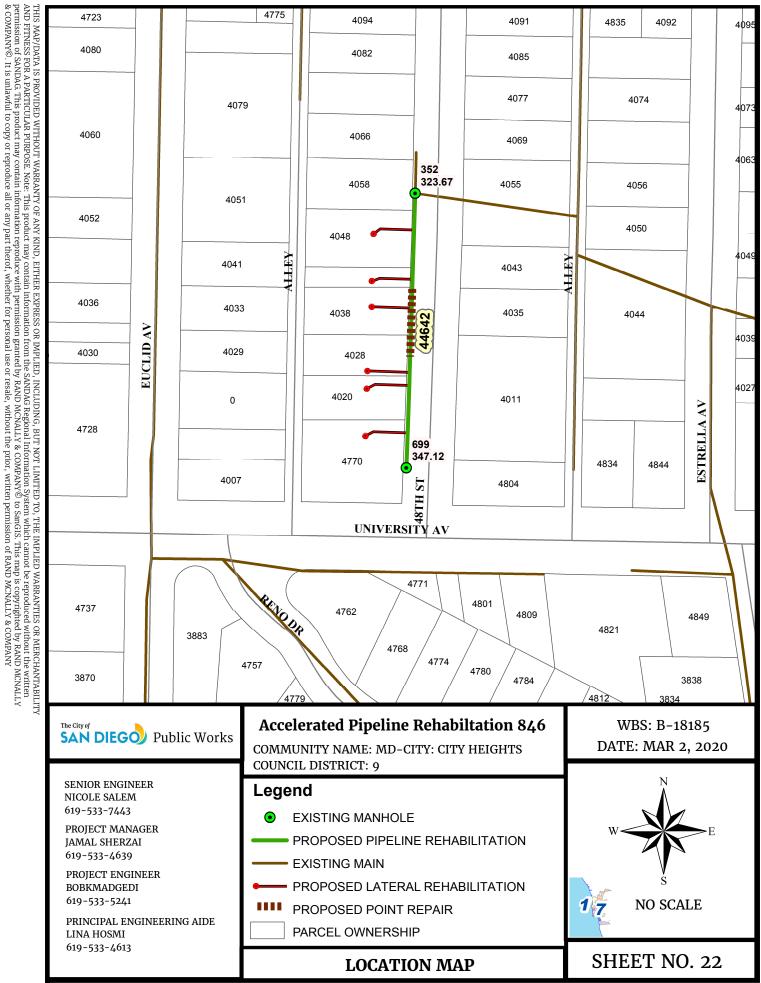


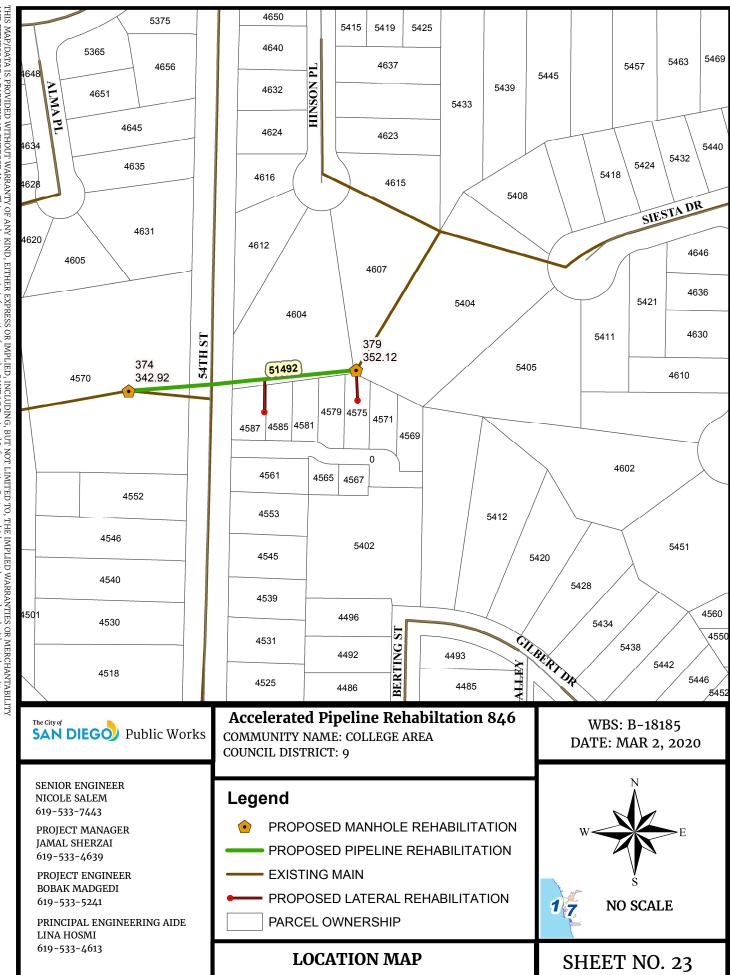


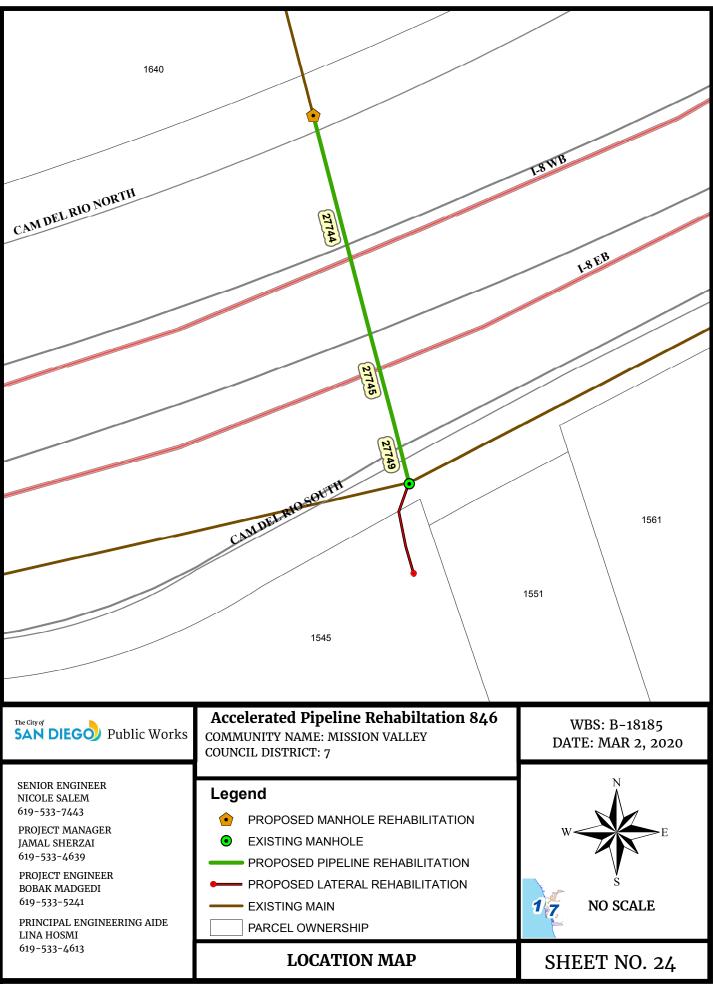


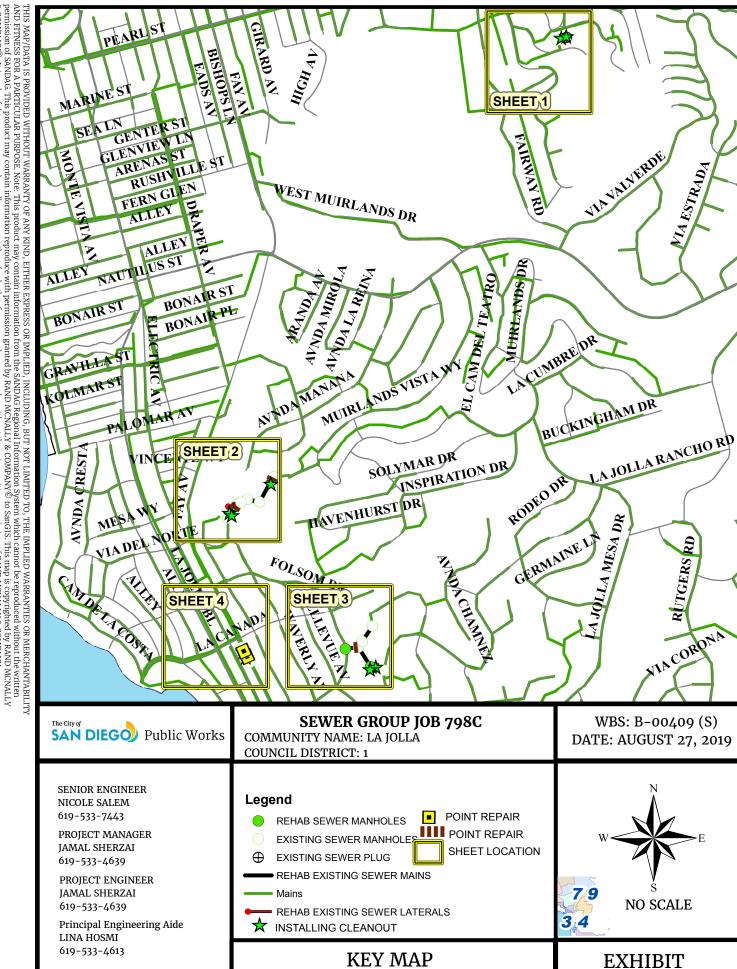


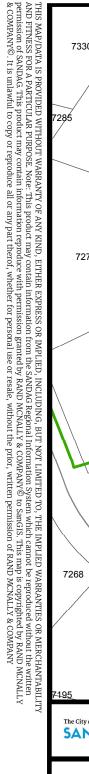


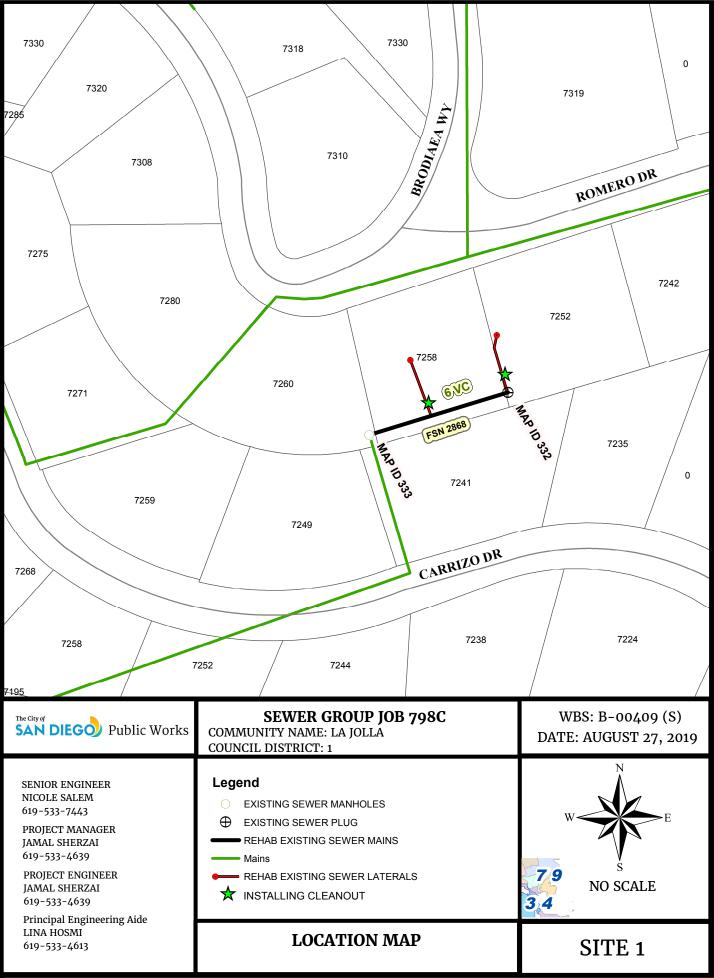




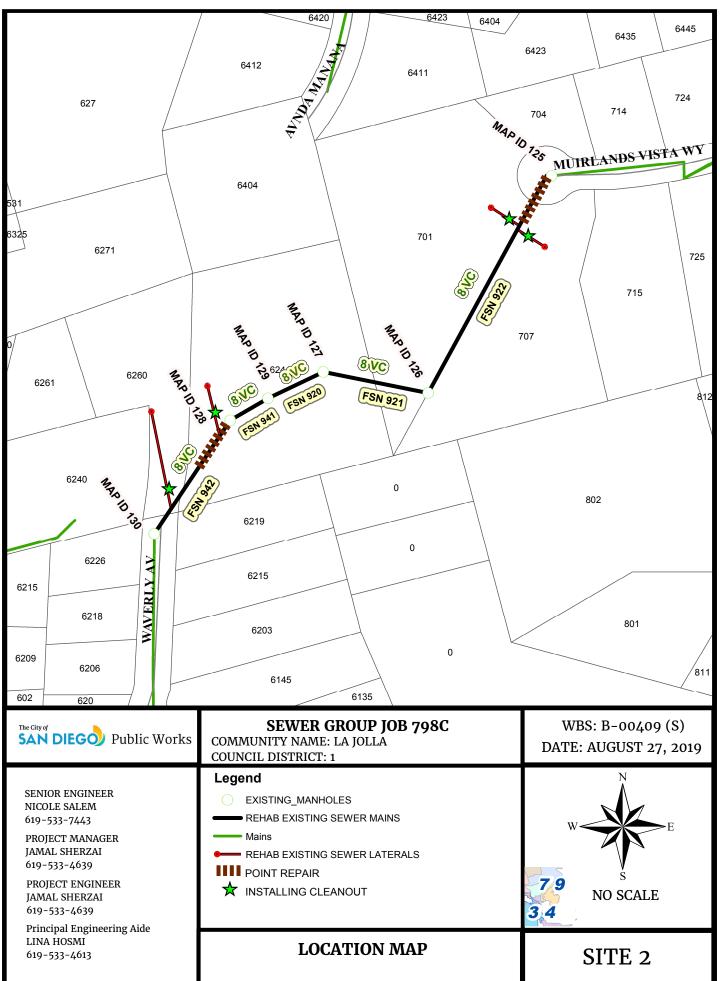


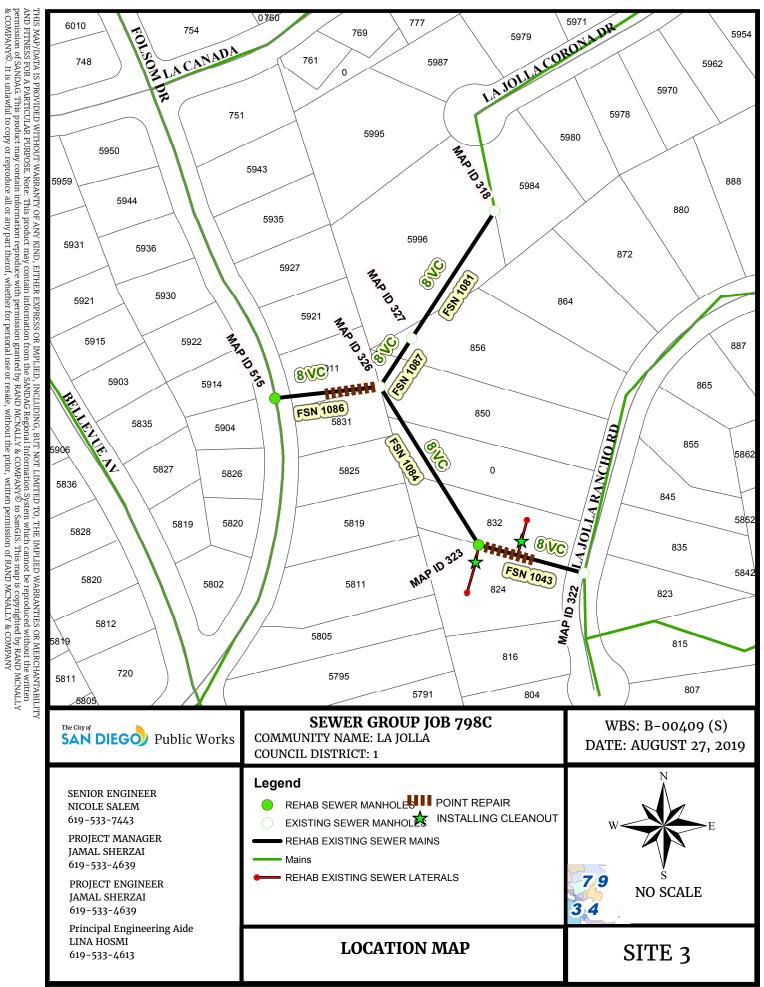






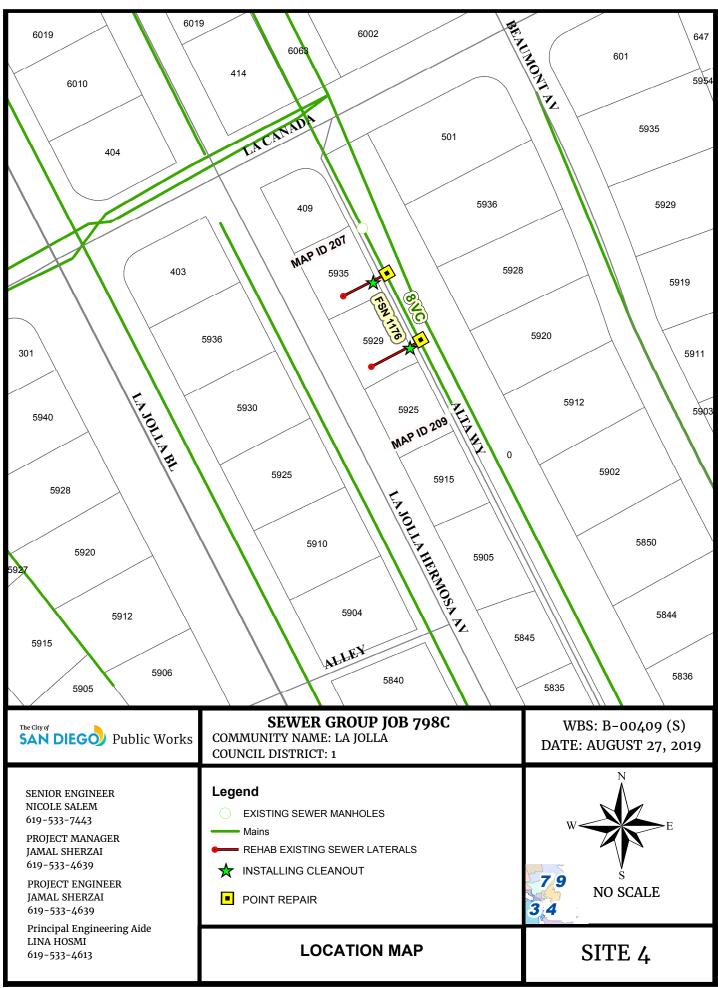






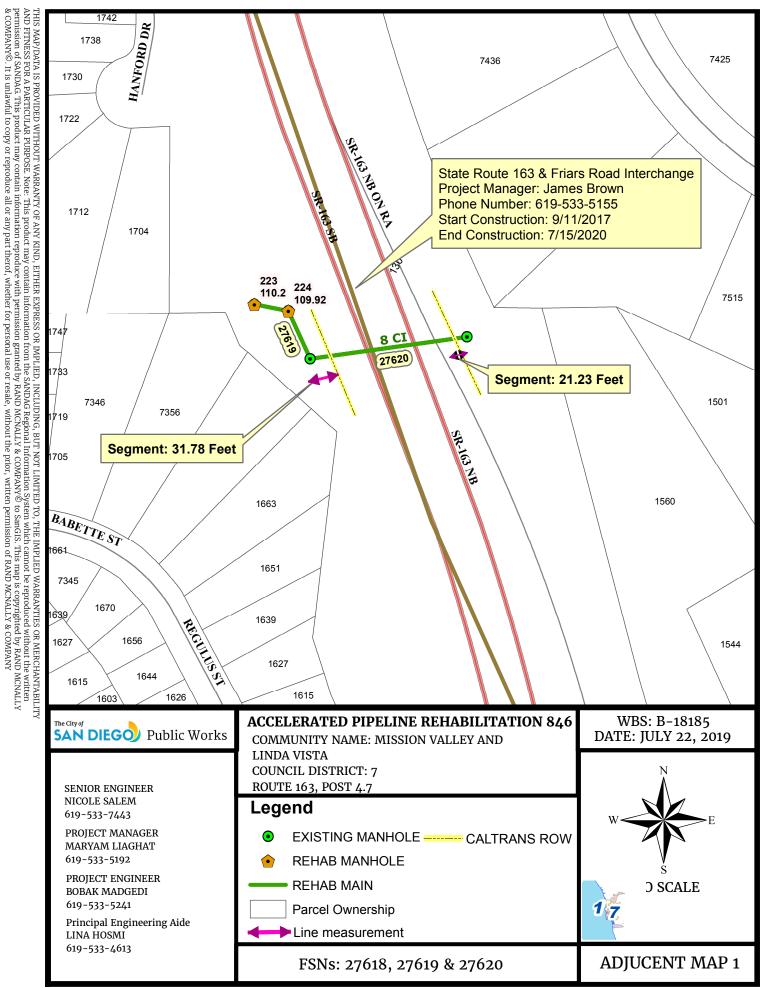
Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Appendix E - Location Maps

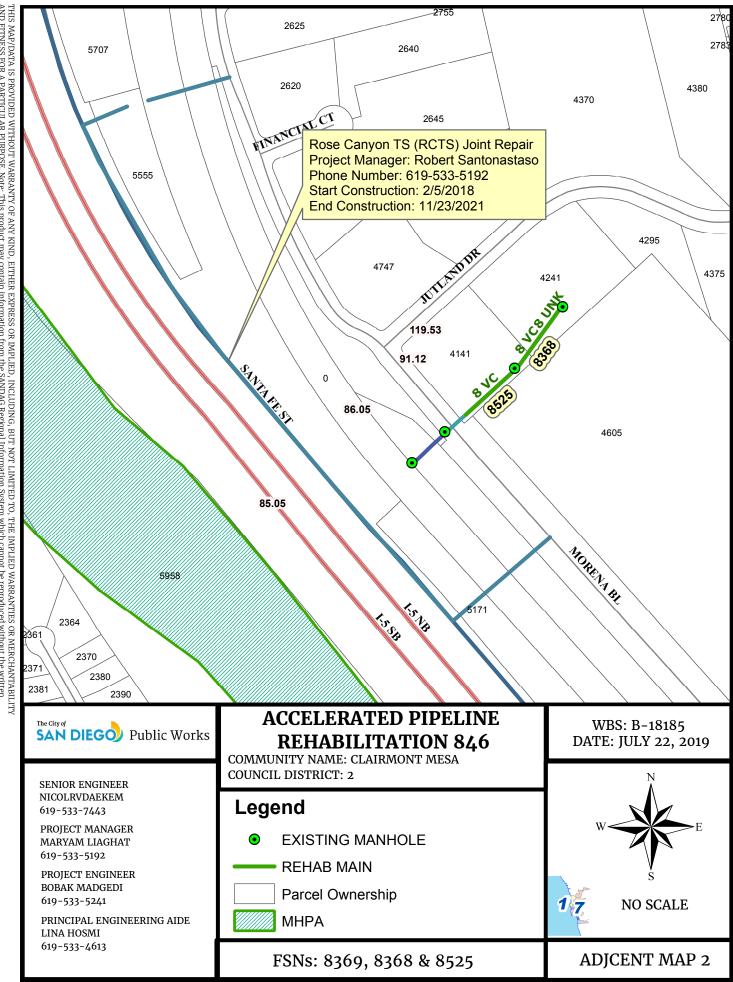
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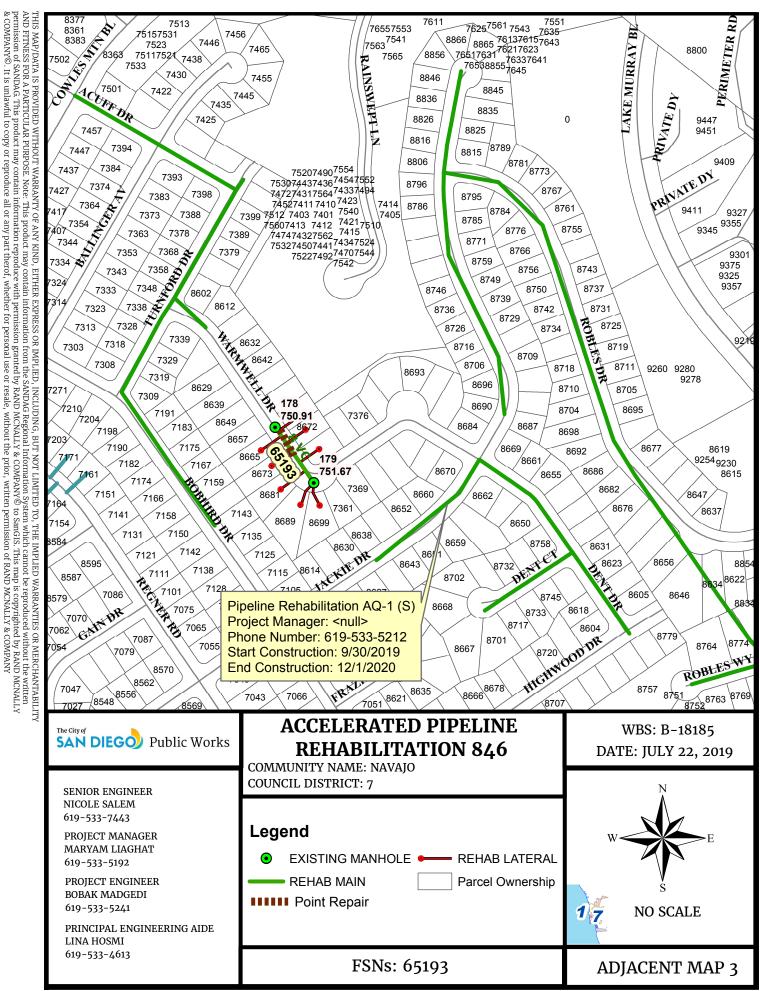


APPENDIX F

ADJACENT PROJECT MAPS



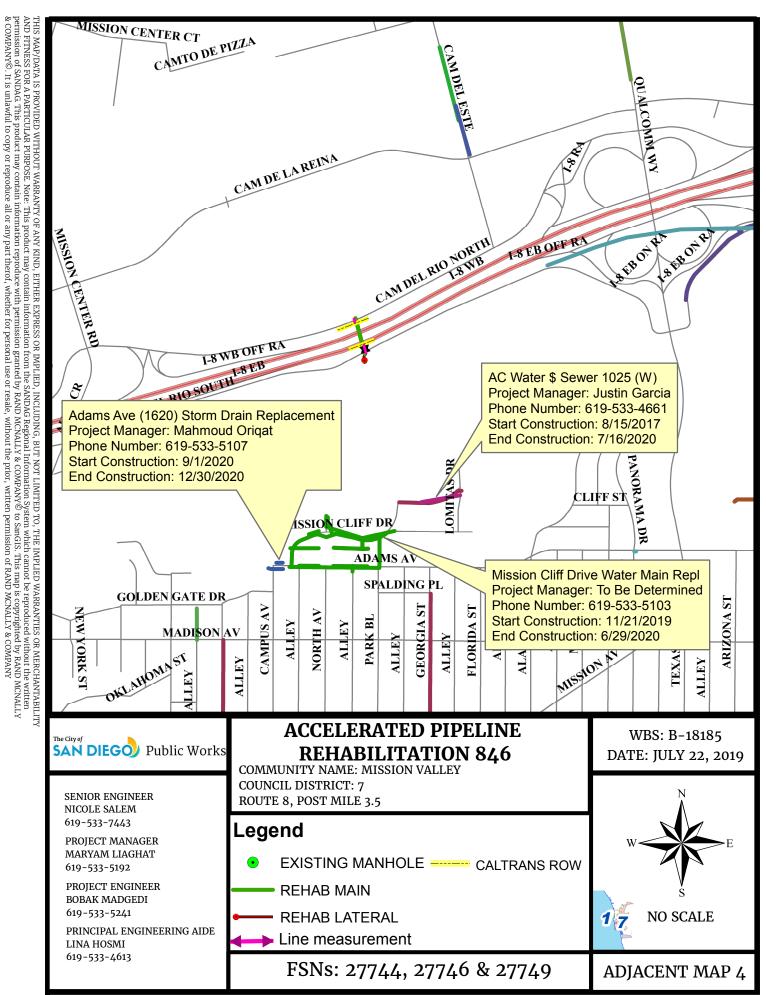


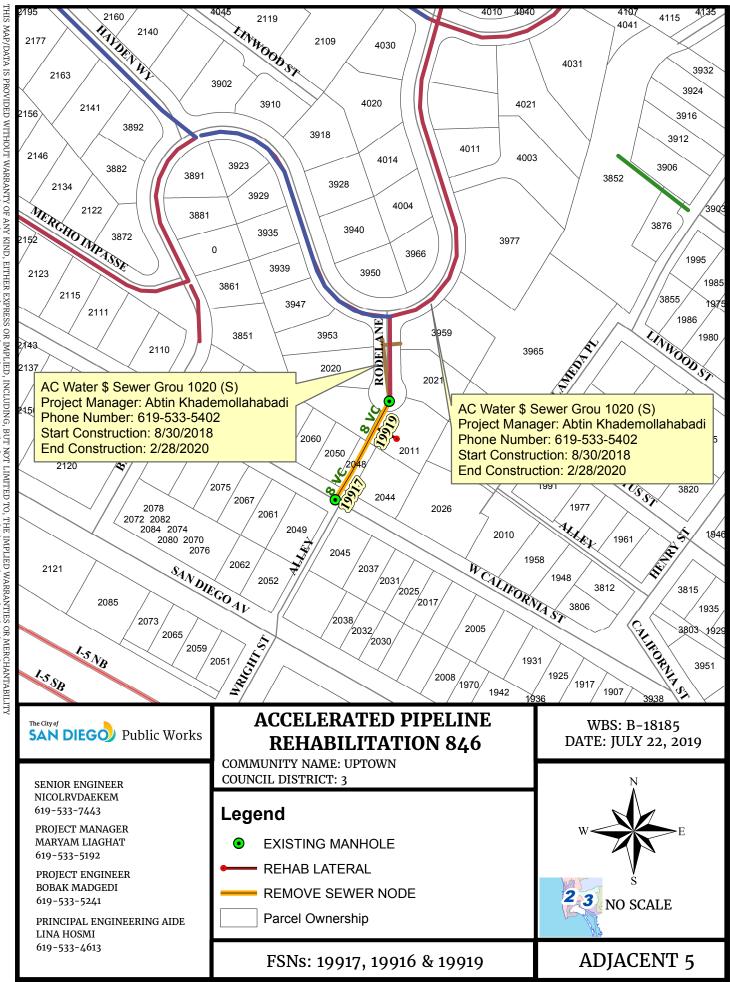


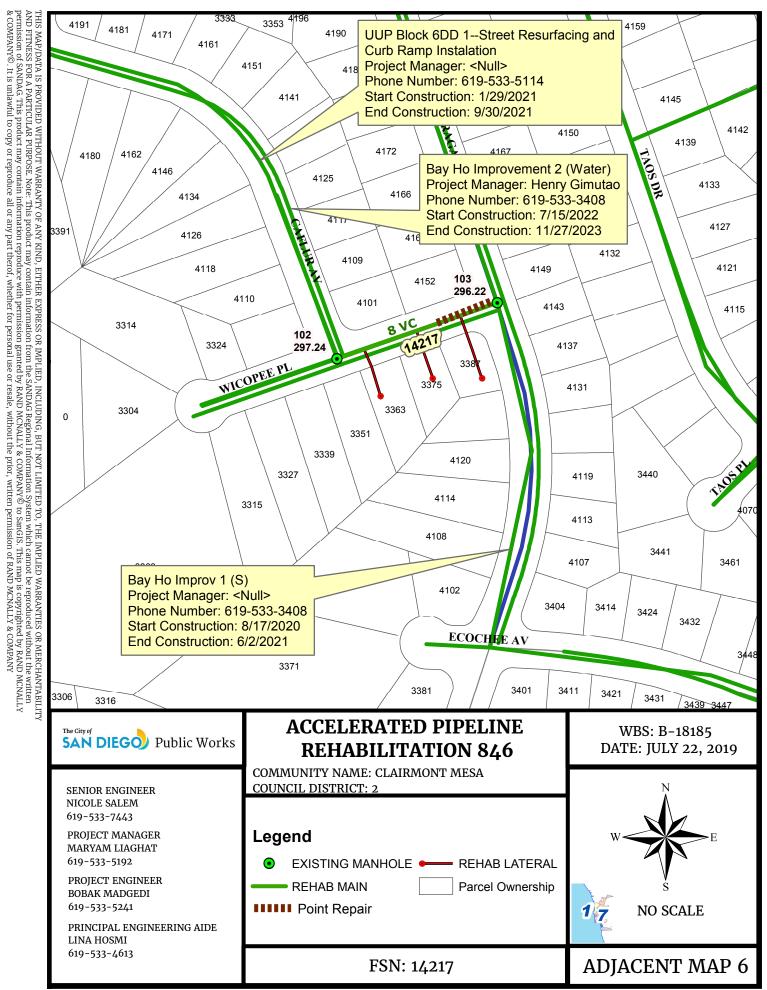
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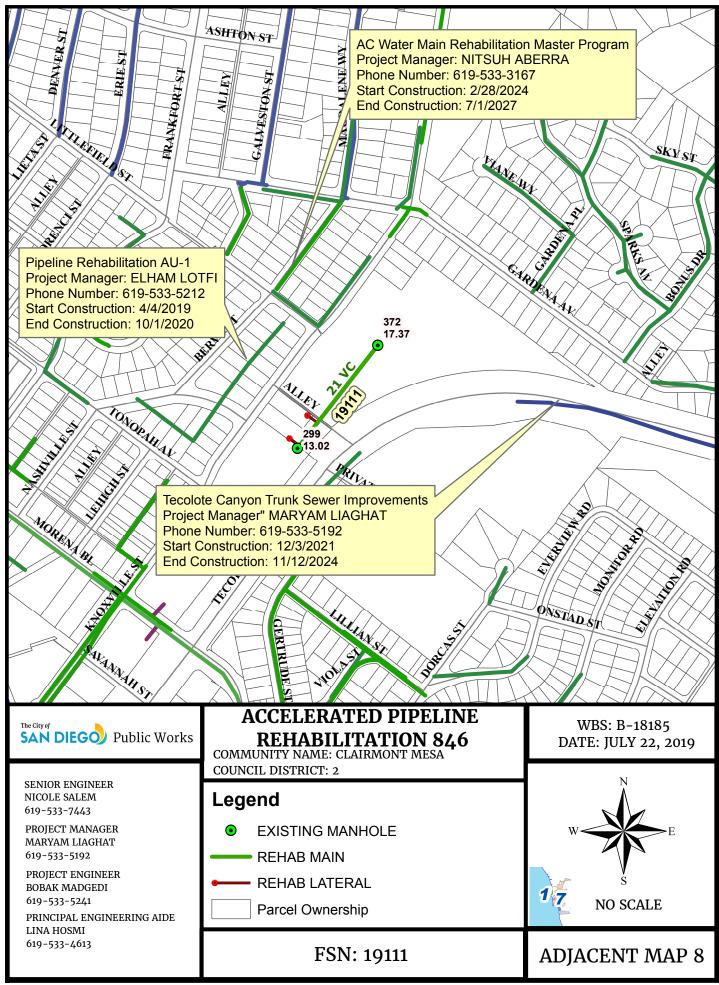
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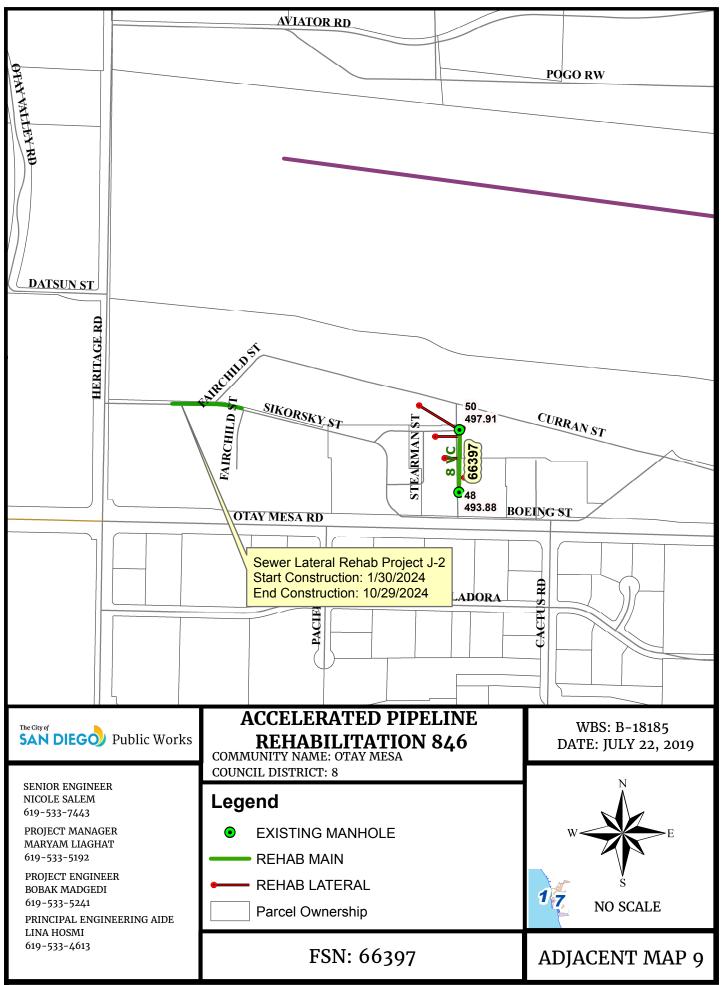




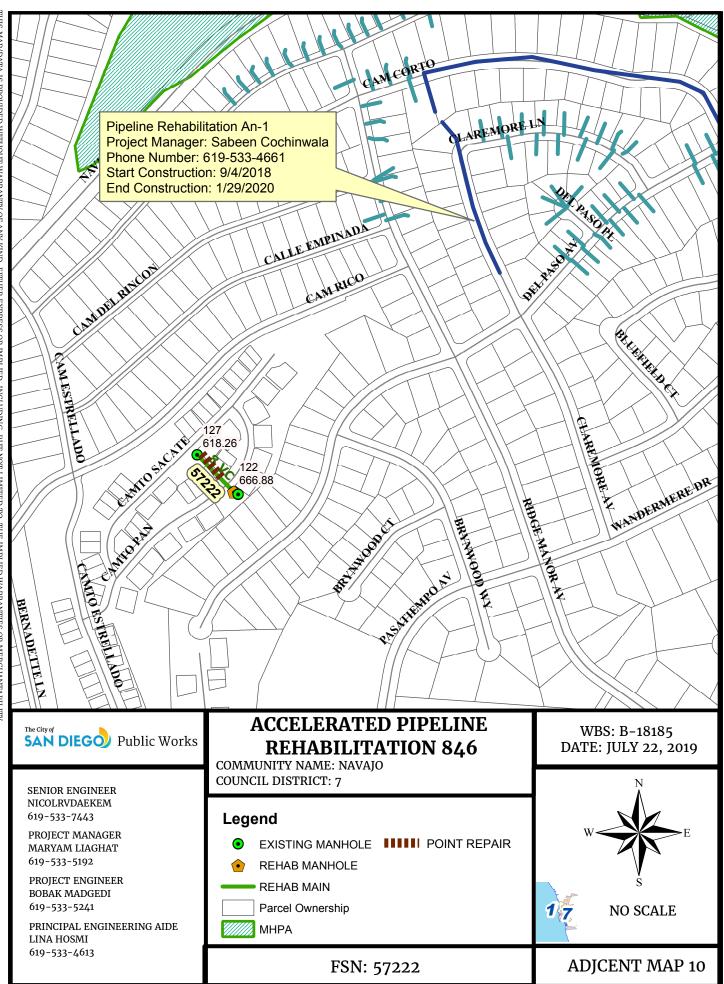


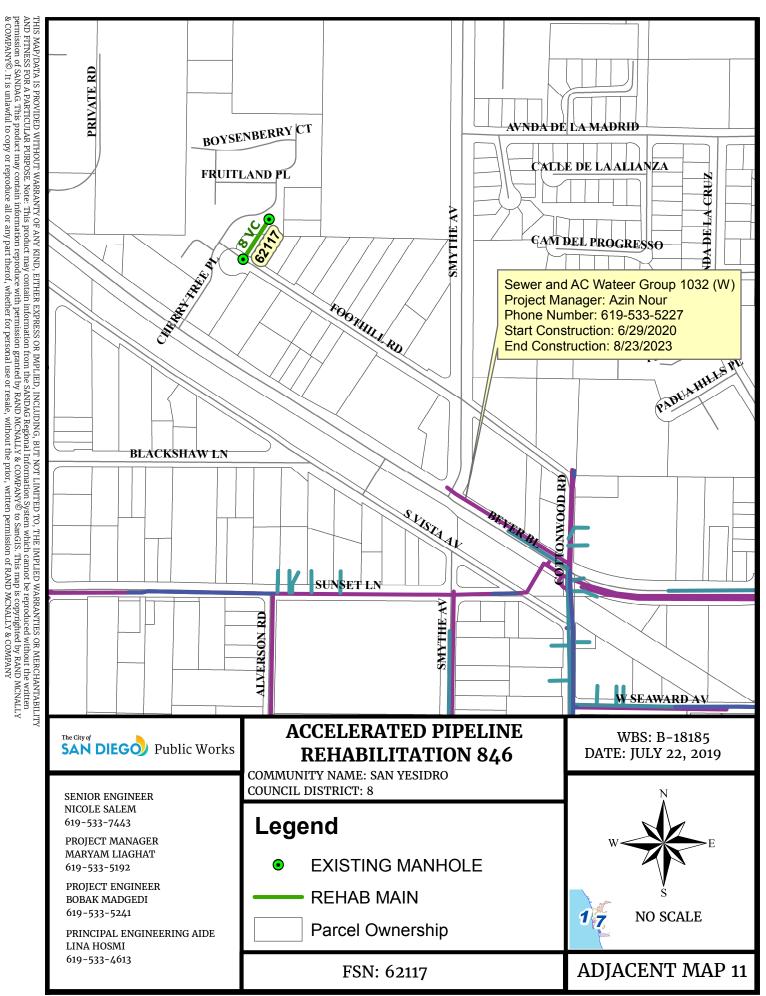


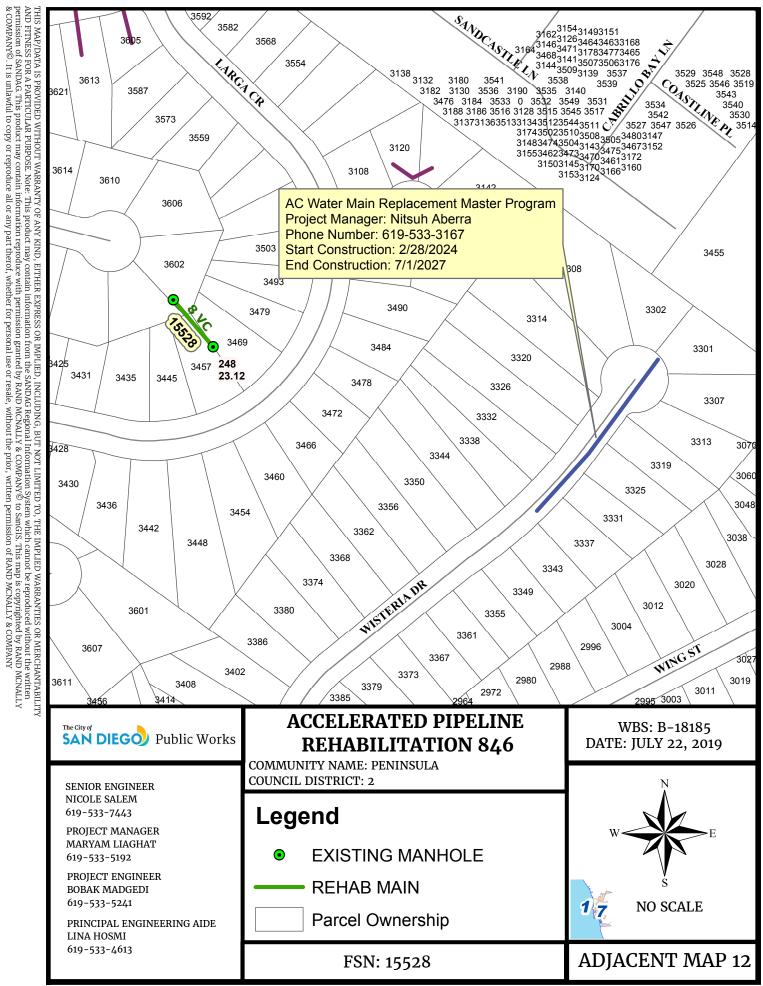
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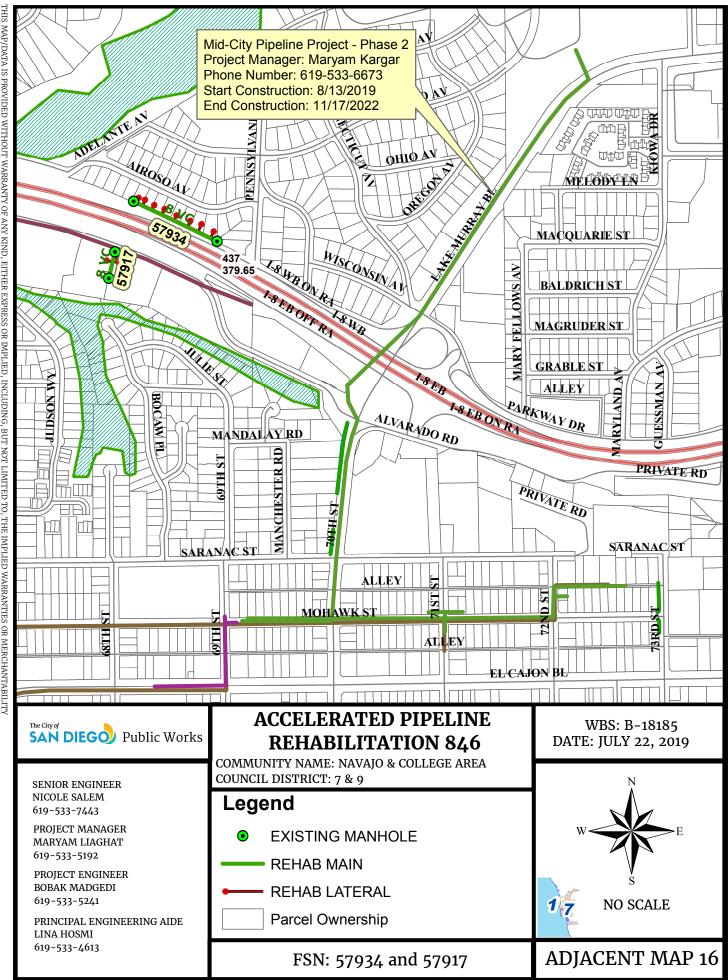


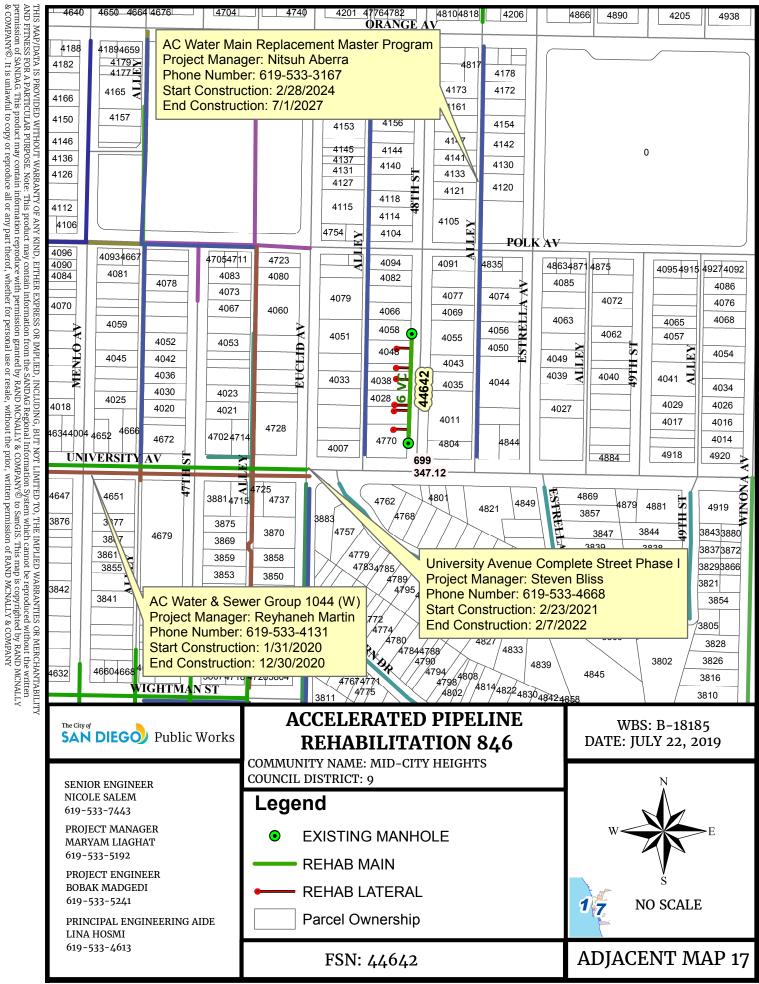
Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Appendix F - Adjacent Project Maps











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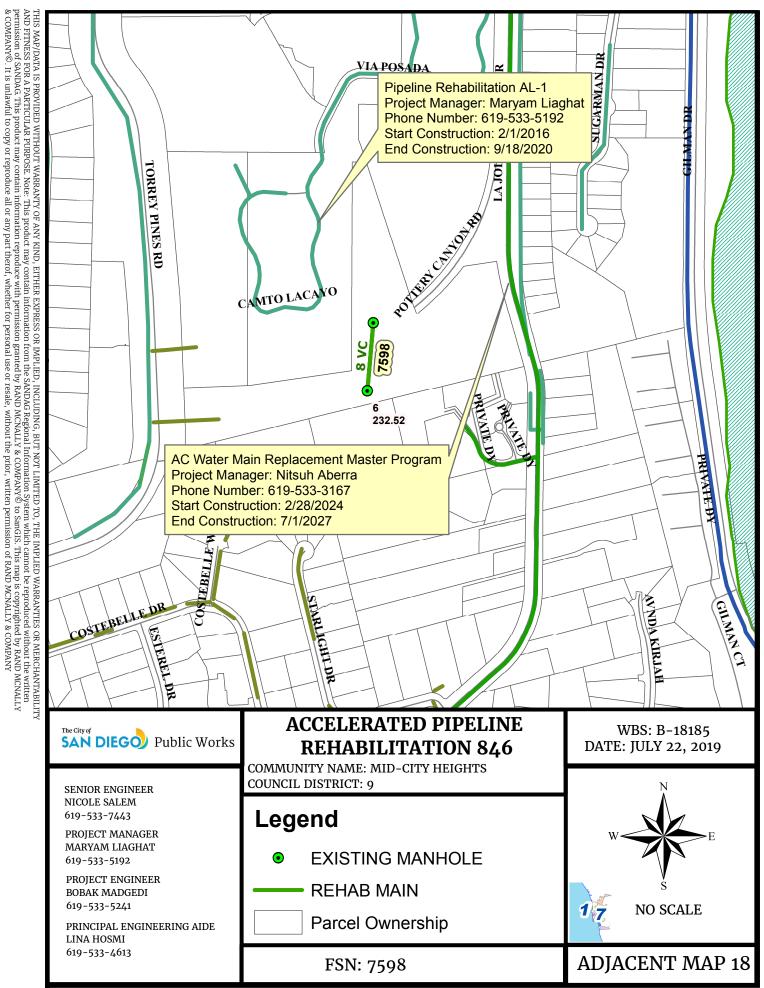
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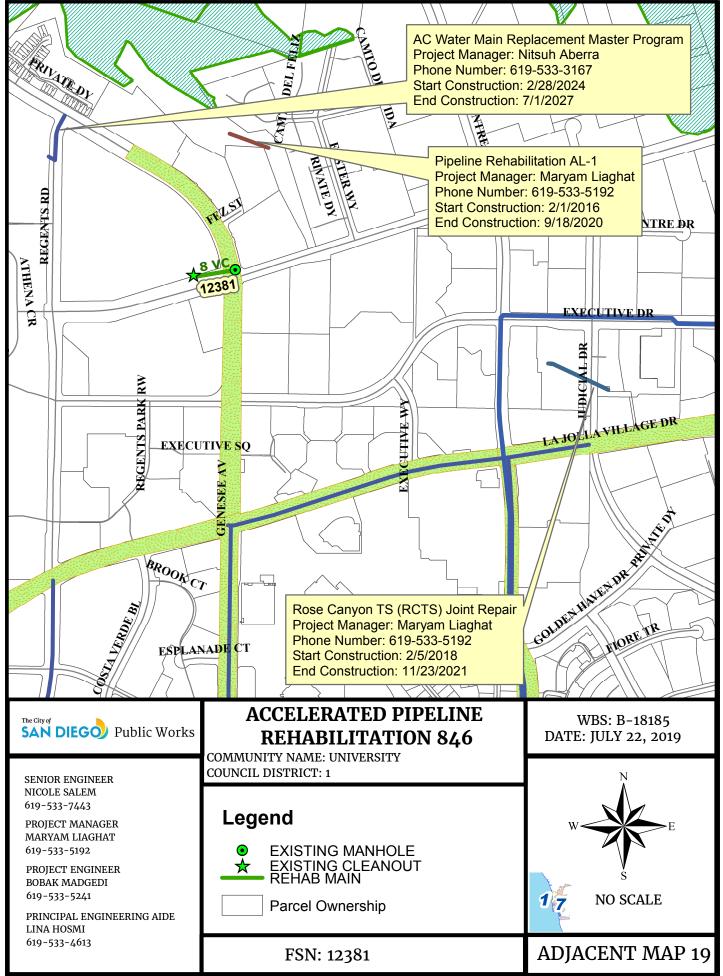
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APPENDIX G

SEWER LATERAL SPREADSHEETS

SCOPE OF WORK - SEWER LATERAL WORK ACCELERATED PIPELINE REHABILITATION 846/WBS.No. B18185

	SEWE	R LATERAL REPLACEMENTS	WITH CLEAN OUTS			
PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIA
11	310202	3375	WICOPEE	PL	4	UNK
11	310222	3363	WICOPEE	PL	4	UNK
11	184618	3387	WICOPEE	PL	4	UNK
14	5061979	1515	KNOXVILLE	ST	4	UNK
14	5061978	1505	KNOXVILLE	ST	4	UNK
15	5063809	1305	HERITAGE	RD	6	UNK
15	5063812	1305	HERITAGE	RD	6	VC
15	5063824	1305	HERITAGE	RD	6	VC
15	5063828	1305	HERITAGE	RD	6	VC
15	277276	1305	HERITAGE	RD	6	VC
13	349522	5216	KRENNING	ST	4	UNK
13	349570	5211	KRENNING	ST	4	UNK
13	349620	2921	COLLURA	ST	4	UNK
13	241680	5202	KRENNING	ST	4	UNK
13	241681	5210	KRENNING	ST	4	UNK
13	241685	5222	KRENNING	ST	4	UNK
13	349625	5217	KRENNING	ST	4	UNK
13	349627	5223	KRENNING	ST	4	UNK
8	312677	8672	WARMWELL	DR	4	UNK
8	312720	8682	WARMWELL	DR	4	UNK
8	312755	8665	WARMWELL	DR	4	UNK
8	312789	8692	WARMWELL	DR	4	UNK
8	312900	8681	WARMWELL	DR	4	UNK
8	188262	8673	WARMWELL	DR	4	UNK
8	188478	8689	WARMWELL	DR	4	UNK
8	188486	8699	WARMWELL	DR	4	UNK
19	264773	5590	ENCINA	DR	4	UNK
19	364768	5614	BONITA	DR	4	UNK
22	227064	4048	48TH	ST	4	UNK
22	227241	4044	48TH	ST	4	UNK

SCOPE OF WORK - SEWER LATERAL WORK ACCELERATED PIPELINE REHABILITATION 846/WBS.No. B18185

PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
22	227339	4038	48TH	ST	4	UNK
22	227587	4028	48TH	ST	4	UNK
22	227642	4020	48TH	ST	4	UNK
22	340306	4770	UNIVERSITY	AV	4	UNK
21	263414	1950	NATIONAL	AV	4	UNK
10	342023	2011	RODELANE	ST	4	UNK
9	218520	4470	FLORIDA	ST	4	UNK
9	218786	2011	MISSION	AV	4	UNK
9	218909	4465	FLORIDA	ST	4	UNK
9	218978	4457	FLORIDA	ST	4	UNK
9	334514	4456	FLORIDA	ST	4	UNK
9	334584	4449	FLORIDA	ST	4	UNK

SCOPE OF WORK - SEWER LATERAL WORK SEWER GROUP 798C/WBS.No. B-00409

		SEWER LATER	AL REHAB WITH INST	ALLING NEW CLEAN OUTS			
#	SITE #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
1	1	172515	7258	ROMERO	DR	4	UNK
2	1	301795	7252	ROMERO	DR	4	UNK
3	2	179683	701	MUIRLANDS VISTA	WY	4	UNK
4	2	179723	707	MUIRLANDS VISTA	WY	4	UNK
5	2	180268	6260	WAVERLY	AV	4	UNK
6	2		6240	WAVERLY	AV	4	UNK
7	3	308876	832	LA JOLLA RANCHO	RD	4	UNK
8	3	182739	824	LA JOLLA RANCHO	RD	4	UNK
9	4	182468	5935	LA JOLLA HERMOSA	AV	4	UNK
10	4	182553	5929	LA JOLLA HERMOSA	AV	4	PVC

APPENDIX H

SEWER MANHOLE SPREADSHEETS

Scope of Work Acceleration Pipeline Rehabilitation 846 / WBS.No. B-18185

Manhole Rehab

#	PLAN MAP SHT #	MH FSN	ADDITIONAL NOTES	EX MH ID#	MATERIAL	OVERLAY	SLURRY	START	END	IE QTY	DEPTH QTY			
1	6	94948	South Bond SR-163		STD	No	No			109.92	3			
2	6	94947	South Bond SR-163		STD	No	No			109.92	3			
3	9	100707	Florida Street		STD	No	No			0	0			
4	9	100716	Florida Street		STD	No	No			0	0			
5	18	123674	Cam Pan		STD	No	No			666.88	4			
6	21	102236	I-5 North Bond		STD	No	No			43.12	5			
7	21	102242	SR-75 South Bond on RA		STD	No	No			45.02	5			
8	23	91092	princess Street		STD	No	No			214.05	11			
9	23	5480988	princess Street		STD	No	No			241	27			
10	24	95074	1696 Cam Del Rio South		STD	No	No			33.87	10			

Scope of Work Acceleration Pipeline Rehabilitation 846 / WBS.No. B-18185

New Cleanout

#	PLAN MAP SHT #	MH FSN	ADDITIONAL NOTES	EX MH ID#	MATERIAL	OVERLAY	SLURRY	START	END	IE QTY	DEPTH QTY
1	19	119702				No	No			256.62	6

Scope of Work Acceleration Pipeline Rehabilitation 846 / WBS.No. B-18185

Point Repair

ŧ	PLAN MAP SHT #	FSN	ADDITIONAL NOTES	EX MH ID#	MATERIAL	OVERLAY	SLURRY	START	END	IE QTY	DEPTH QTY
1	9	33427			VC	No	No				
2	11	14217			VC	No	No				
3	18	57222			VC	No	No				
4	20	62117			VC	No	No				
5	21	34955			VC	No	No				
6	22	44642			VC	No	No				

Scope of Work Acceleration Pipeline Rehabilitation 846 / WBS.No. B-18185

Internal Point Repair

#	PLAN MAP SHT #	MH FSN	ADDITIONAL NOTES	EX MH ID#	MATERIAL	OVERLAY	SLURRY	START	END	IE QTY	DEPTH QTY
1	8	65193			UNK	No	No				
2	8	65193			UNK	No	No				
3	13	52071			VC	No	No				

Scope of Work Acceleration Pipeline Rehabilitation 846 / WBS.No. B-18185

Sewer Node Remove

#	PLAN MAP SHT #	MH FSN	ADDITIONAL NOTES	EX MH ID#	MATERIAL	OVERLAY	SLURRY	START	END	IE QTY	DEPTH QTY
1	10	19917			VC	No	No				

Scope of Work SEWER GROUP 798 C/ WBS. NO. B-00409

Manhole Rehab

E	# SITE #	MH FSN	ADDITIONAL NOTES	EX MH ID#	MATERIAL	OVERLAY	SLURRY	START	END	IE QTY	DEPTH QTY
Γ	1 3	69352			STD	No	No			258.02	13
	2 3	69420			STD	No	No			161.45	11

Scope of Work SEWER GROUP JOB 798C / WBS. NO. B-00409

Point Repair

#	PLAN MAP SHT #	FSN	ADDITIONAL NOTES	EX MH ID#	MATERIAL	OVERLAY	SLURRY	START	END	IE QTY	DEPTH QTY
1	2	922			VC	No	No				
2	2	942			VC	No	No				
3	3	1086			VC	No	No				
4	3	1043			VC	No	No				

APPENDIX I

SEWER MAIN SPREADSHEETS

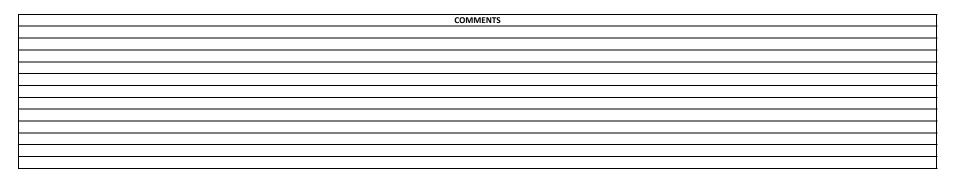
Scope of Work Accelerated Pipeline Rehab Ref 846/ WBS B18185

	Map#	FAC_SEQ_NU	US_FAC	DS_FAC	INST_DT	LGTH_QTY	SIZE_NUM	MATL_CD	DNSTREAMIE	SLOPE (%)	MAX d/D (%)	MAX Q/QCAP (%)	UPSTRM_INV	STRT_NM	DWG_NUM	DWG_SHT	DWG_TYP_	-	UPFLDBKPAG UPFACMAPID	
1	6	27620	94949	94950	1/1/1963	233.00	8	CI	107.76	0.70%	23.35%		109.39	SR-163 NB ON	10989	7	D	G16S	G16S	0
2	6	27618	94947	94948	1/1/1963	49.00	8	VC	109.92	0.57%	24.57%		110.20		10989	7	D	G16S	G165	0
3	6	27619	94948	94949	1/1/1963	76.00	8	VC	109.39	0.70%	23.37%		109.92		10989	7	D	G16S	G16S	0
4	7	12381	5642368	80225	1/1/1960	300.00	8	VC	347.09	0.62%	24.15%		348.29		9973	1	D	D07S	D075	0
5	9	33427	100716	100707	1/1/1986	330.00	6	VC	316.40	0.82%	37.81%		0.00	FLORIDA	00000	0	XD	H18S	H18S	6
6	10	19919	87388	5358421	1/1/1981	124.00	8	VC	0.00	20.39%	2.99%		197.76	RODELANE	17796	1	В	E19S	E19S	1
7	10	19917	5435424	5575457	1/1/1981	28.00	8	VC	153.75	157.00%			197.76		17796	1	В	E19S	E19S	0
8	11	14217	82019	82020	8/7/1956	256.00	8	VC	296.22	0.40%	24.80%		297.24	WICOPEE	11685	0	L	D13S	D13S	3
9	12	7598	75601	75602	1/1/1962	319.00	8	VC	232.52	7.11%	5.77%		255.20		10503	3	D	C09S	C09S	0
10	14	19111	86732	86681	7/1/1952	579.00	21	VC	13.02	0.75%	3.93%		17.37		1690	0	D	E16S	E16S	2
11	15	66397	132791	132789	1/1/1985	340.00	8	VC	493.88	1.19%	21.47%		497.91		22624	24	D	O35S	O35S	5
12	16	57934	124391	124382	1/1/1981	560.00	8	VC	375.17	1.60%	9.38%		379.65		19808	0	D	L16S	L16S	8
13	16	57917	124378	124379	11/6/1953	176.00	8	VC	355.88	0.99%	27.81%		357.62		9948	0	L	L16S	L16S	3
14	17	15528	83214	83213	1/1/1960	91.00	8	VC	23.12	37.44%	9.86%		57.19		9105	0	D	D19S	D19S	0
15	18	57222	123674	123678	1/1/1962	174.00	8	VC	618.26	27.94%	11.57%		666.88	CAMTO PAN	10716	11	D	L15S	L15S	0
16	19	52977	119702	119562		80.00	6	СР	253.12	4.38%	4.43%		256.62		13932	12	L	K23S	K23S	2
17	20	62117	128558	5619472		176.00	8	VC	124.00	12.99%	5.14%		106.46		7100	0	В	L36S	L36S	0
18	21	34955	102242	102236	1/1/1960	325.00	6	CP	43.12	0.58%	3.36%		45.02	ALLEY	9951	6	D	H23S	H23S	1
19	22	44642	5621311	111516	1/1/1952	317.00	6	VC	0.00	7.40%	18.80%		347.12		936	0	D	J19S	J19S	6
20	23	51492	118127	118123	1/1/1966	316.0	6	VC	342.92	2.91%			352.12	54TH	12362	2	D	374	K18S	2
21	24	27744	95074	5358758	1/1/1959	112.0	10	VC	0.00	1.91%			33.87	CAM DEL RIO NORTH	7346	0	D	274	G17S	0
22	24	27745	5358758	5358760	1/1/1959	118.0	10	VC	0.00	1.81%			0.00	CAM DEL RIO SOUTH	7346	0	D	276	G17S	0
23	24	27749	5358760	95075	1/1/1959	45	10	VC	31.73				0.00	CAM DEL RIO S	7346	0	D	99	G17S	1
						5124.00														

Accelerated Pipeline Rehabilitation 846 Scope of Work

							-	Sc	ope of Work	Sewer Grou	up 798-C/	WBS B00409	-						
SITE #	FAC_SEQ_NU	US_FAC	DS_FAC	INST_DT	LGTH_Q ТҮ	SIZE_NU M	MATL _CD	DNSTREA MIE	SLOPE (%)	MAX d/D (%)	MAX Q/QCAP (%)	UPSTRM_INV	STRT_NM	DWG_NUM	DWG_SHT	DWG_TYP_	-	UPFLDBKPAG UPFACMAPID	
1	2868	71079	71080	1/1/1952	119.00	6	VC	498.18	13.80%			514.62	Carrizo Drive	1566	0	D	333	B10S	2
2	941	69194	69193	10/5/1952	65.00	8	VC	179.62	13.10%			188.12	WAVERLY	7955	0	L	128	A12S	0
2	942	69193	69195	10/5/1952	173.00	8	VC	158.75	12.10%			179.62	WAVERLY	7955	0	L	130	A12S	2
2	920	69192	69194	10/5/1952	77.00	8	VC	188.12	11.70%			197.12	WAVERLY	7955	0	L	129	A12S	0
2	921	69191	69192	10/5/1952	148.00	8	VC	197.12	12.16%			215.12	WAVERLY	7955	0	L	127	A12S	0
2	922	69190	69191	10/5/1952	340.00	8	VC	215.12	38.20%			345.12	MUIRLANDS VISTA	7954	0	L	126	A12S	2
3	1043	69351	69352	1/1/1957	145.00	8	VC	258.02	2.63%			261.84	La Jolla Rancho DR	4470	0	D	323	A12S	2
3	1081	69347	69356	1/1/1957	202.00	8	VC	209.02	24.50%			258.52	La Jolla Rancho DR	4473	0	D	327	A12S	0
3	1084	69352	69355	1/1/1957	291.00	8	VC	196.34	21.20%			258.02	La Jolla Rancho DR	4473	0	D	326	A12S	0
3	1086	69355	69420	<null></null>	149.00	8	VC	161.45	24.10%			196.34	Folsom DR	13537	0	L	515	A12S	0
3	1087	69356	69355	<null></null>	106.00	8	VC	196.34	11.96%			209.02	Folsom DR	13537	0	L	326	A12S	0
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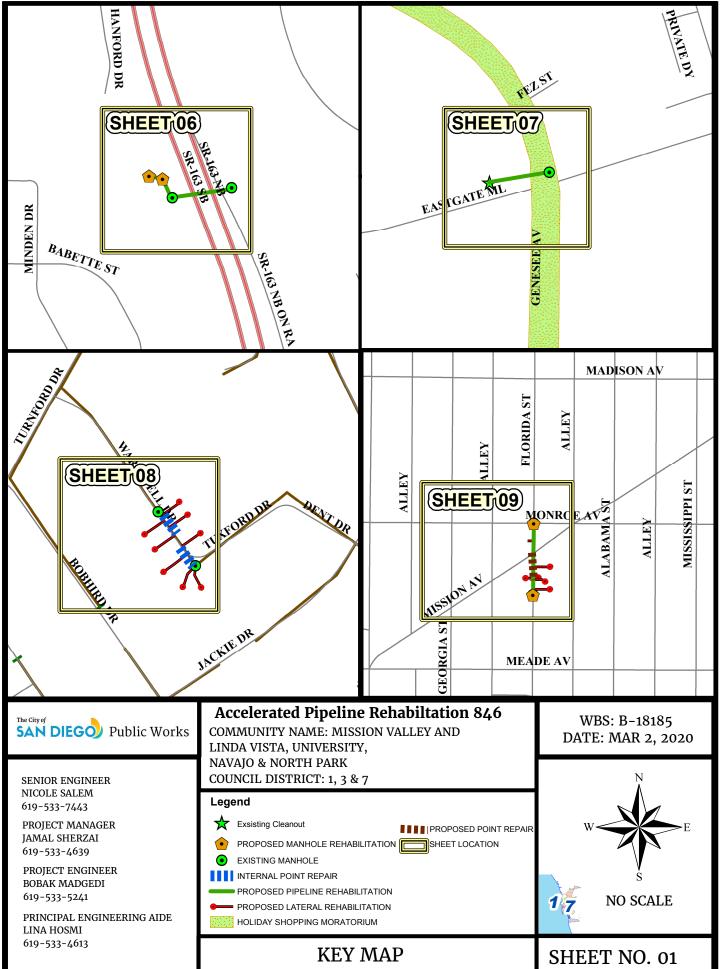
Scope of Work Sewer Group 798-C /WBS B00409



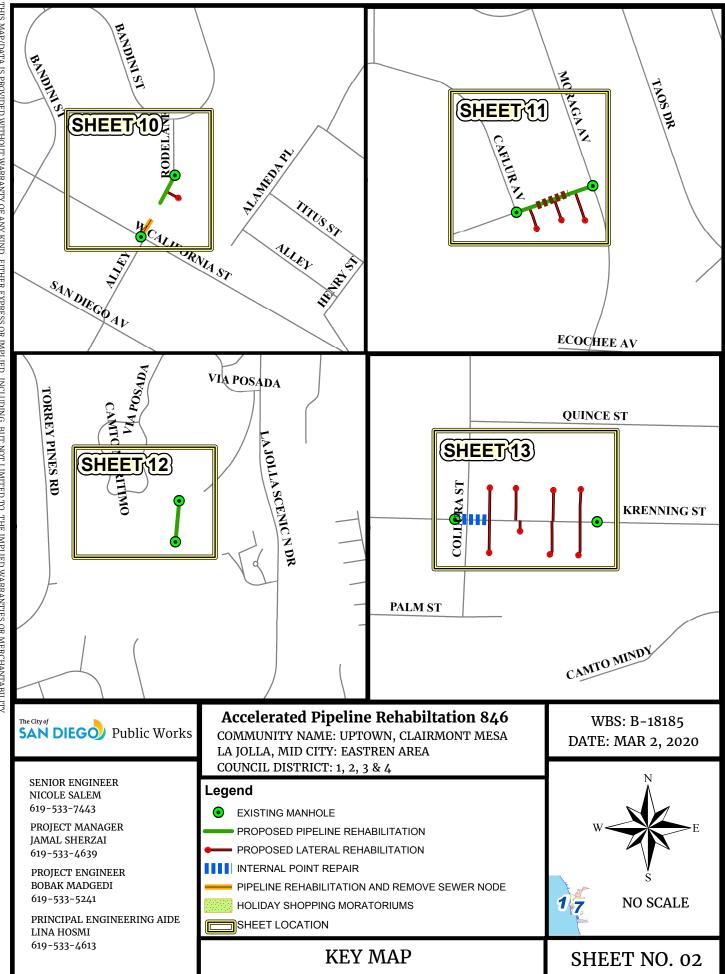
APPENDIX J

SITE MAPS

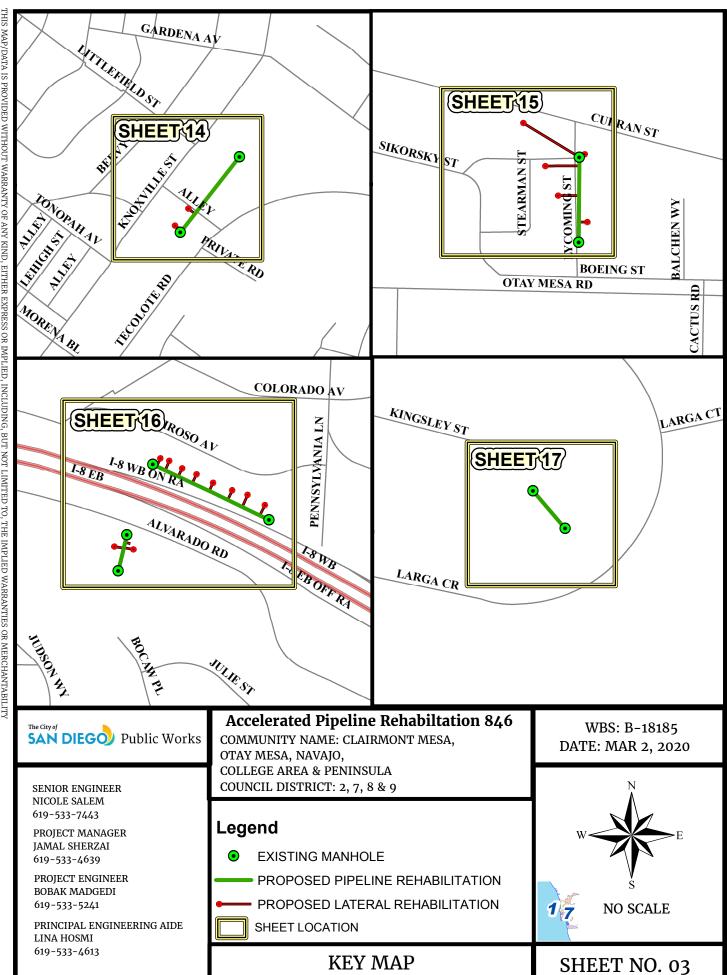




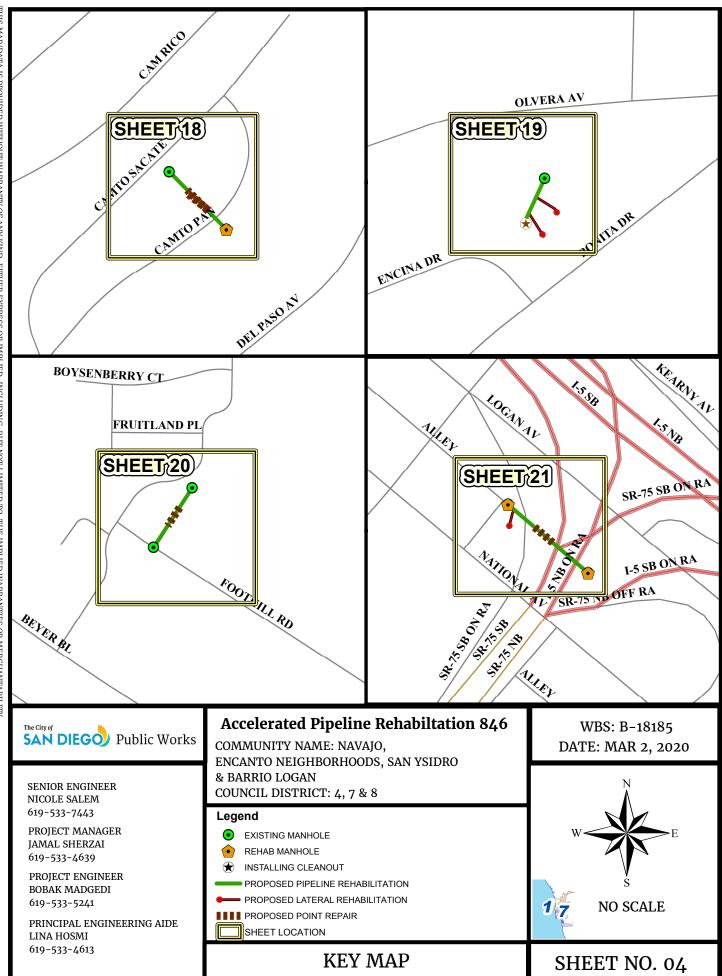
Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Appendix J – Site Maps



Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Appendix J – Site Maps

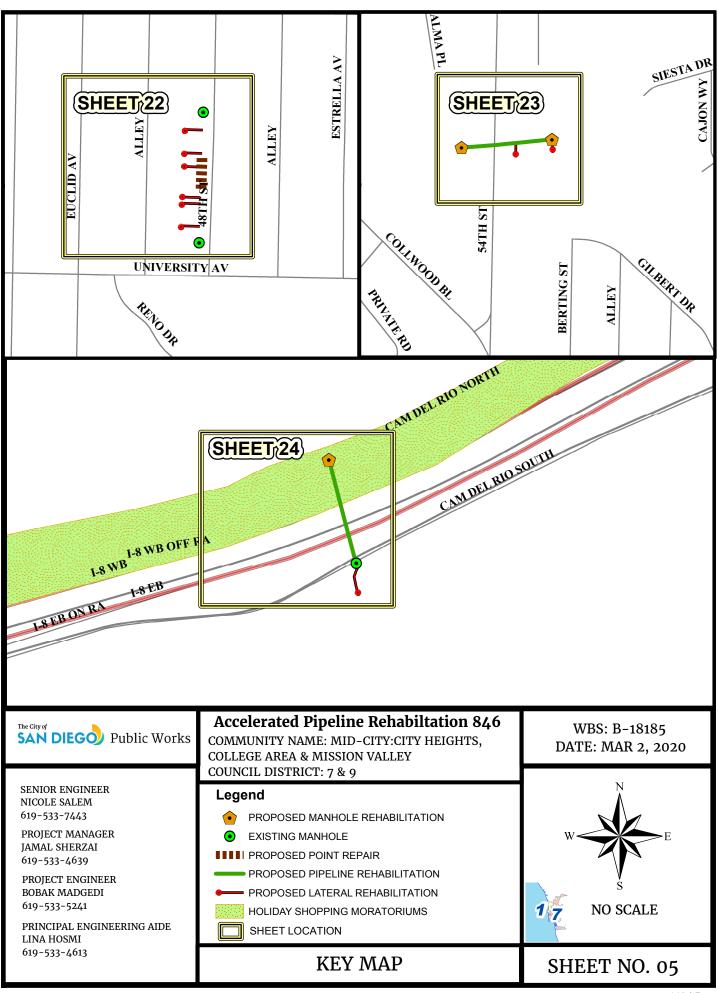


Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Appendix J – Site Maps

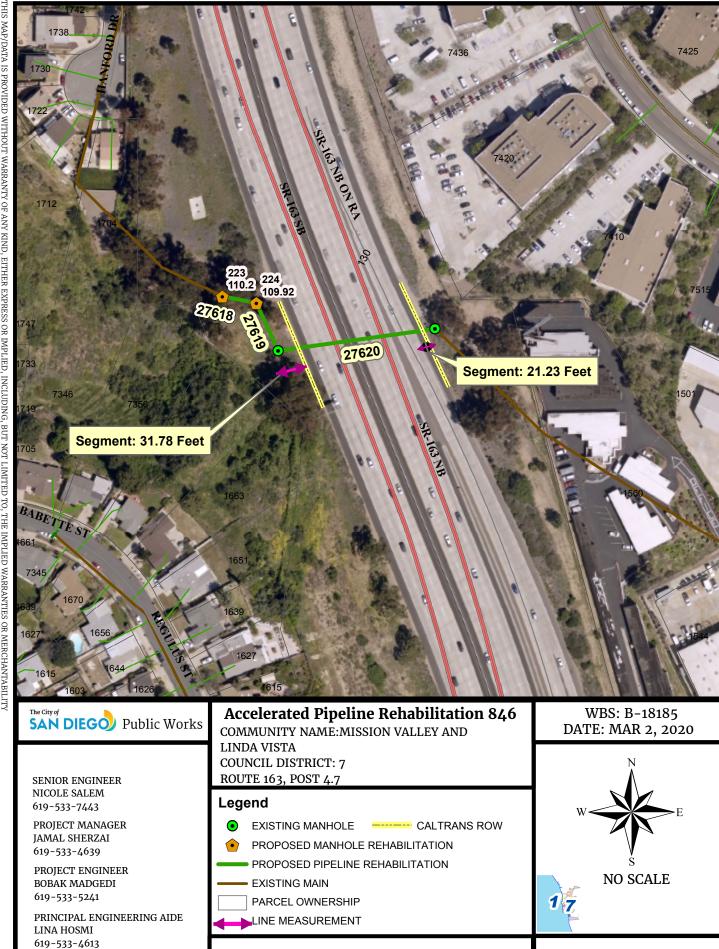


Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Appendix J – Site Maps

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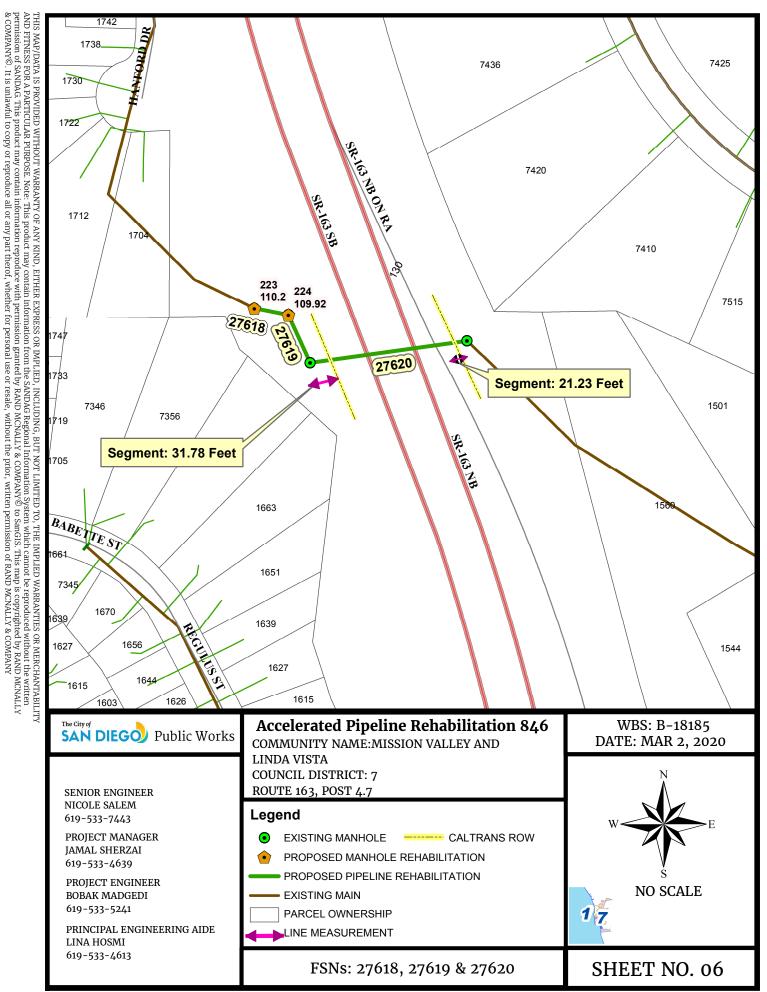
Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Appendix J – Site Maps



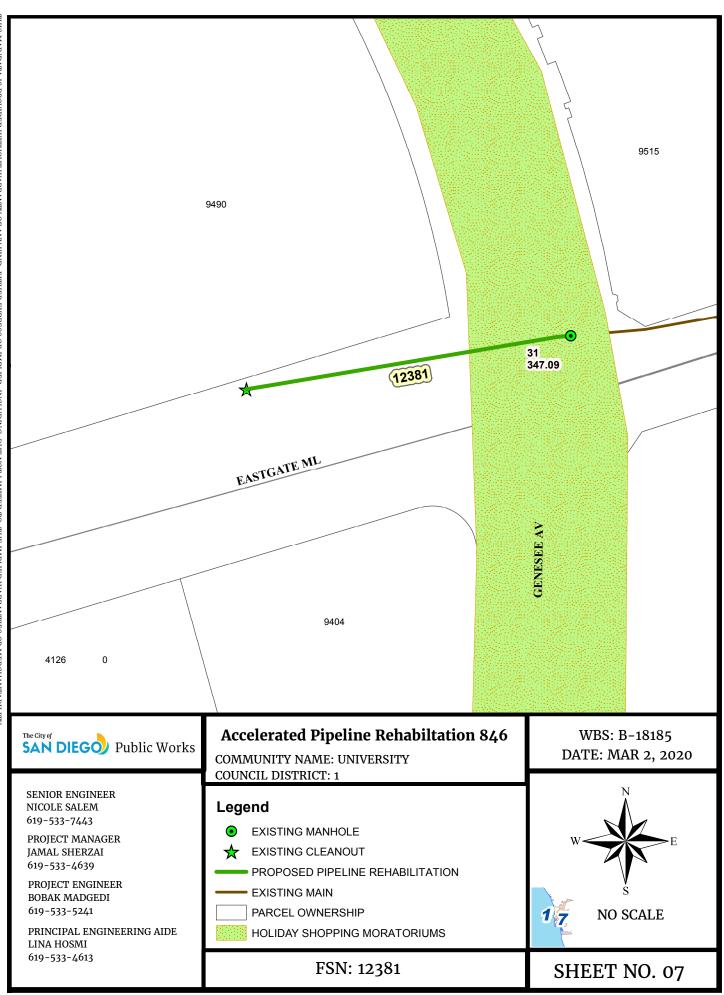
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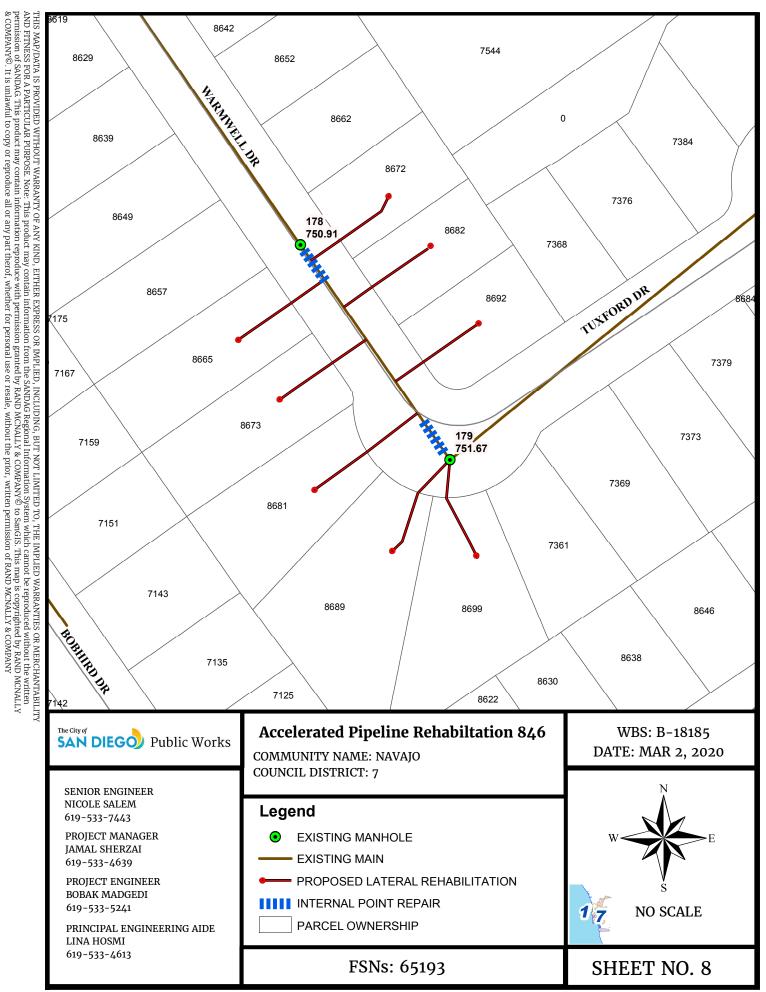
Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Appendix J – Site Maps

SHEET NO. 06



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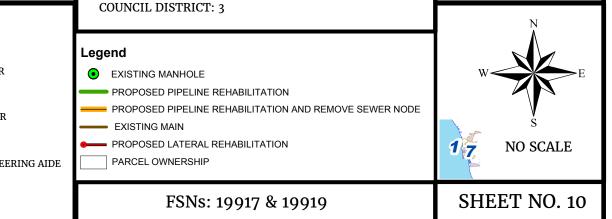




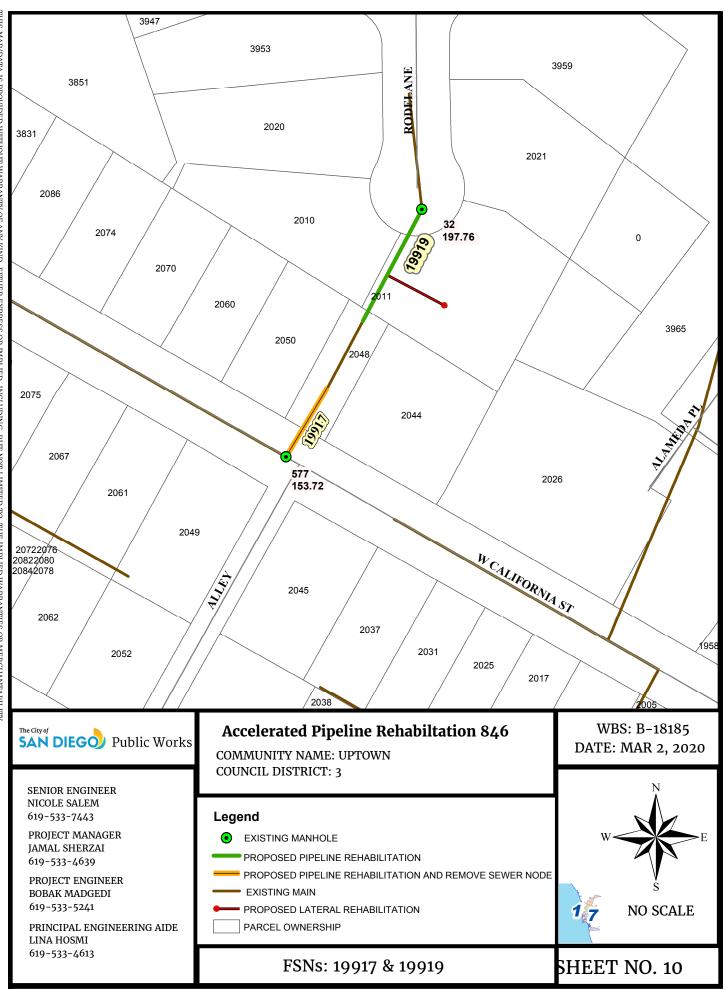
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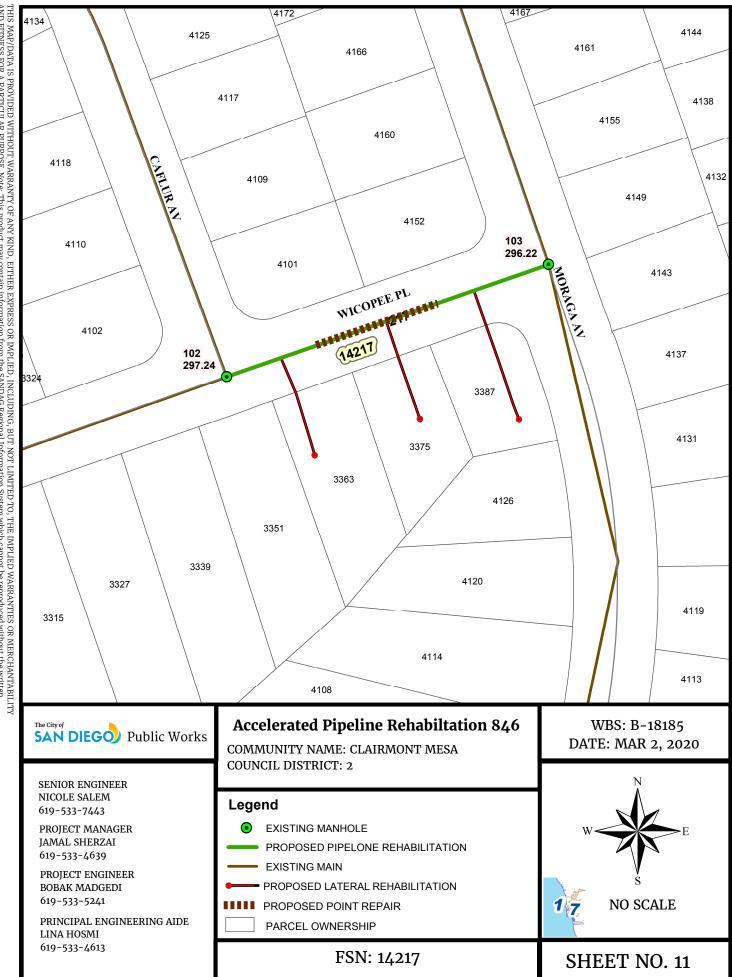
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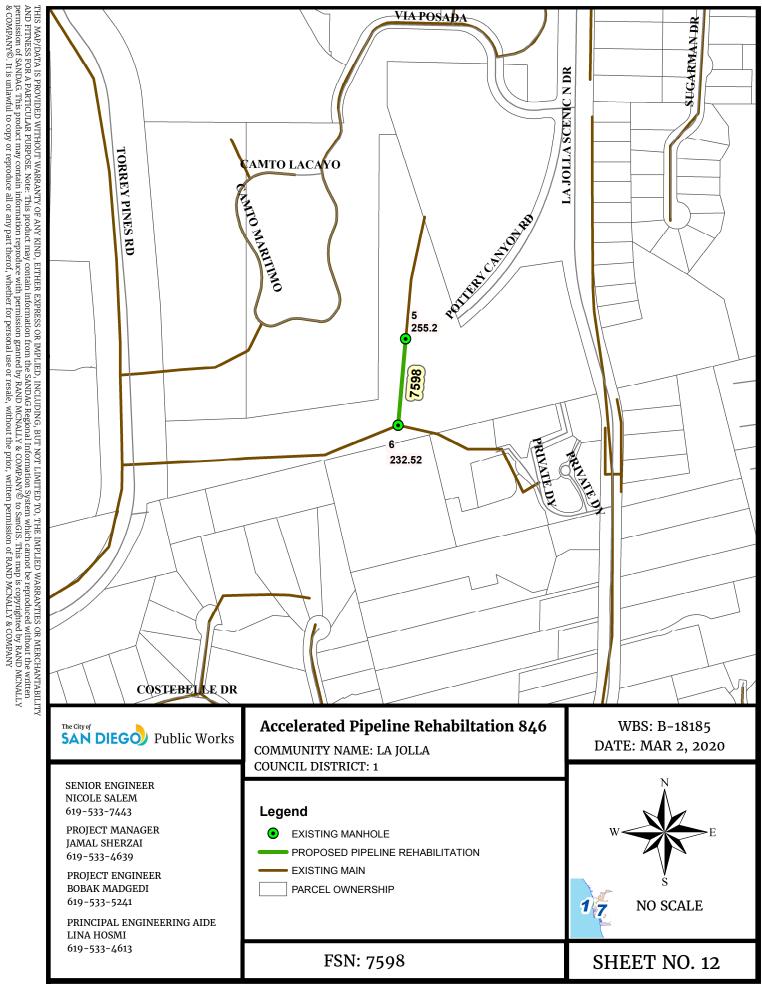
PRINCIPAL ENGINEERING AIDE LINA HOSMI 619-533-4613

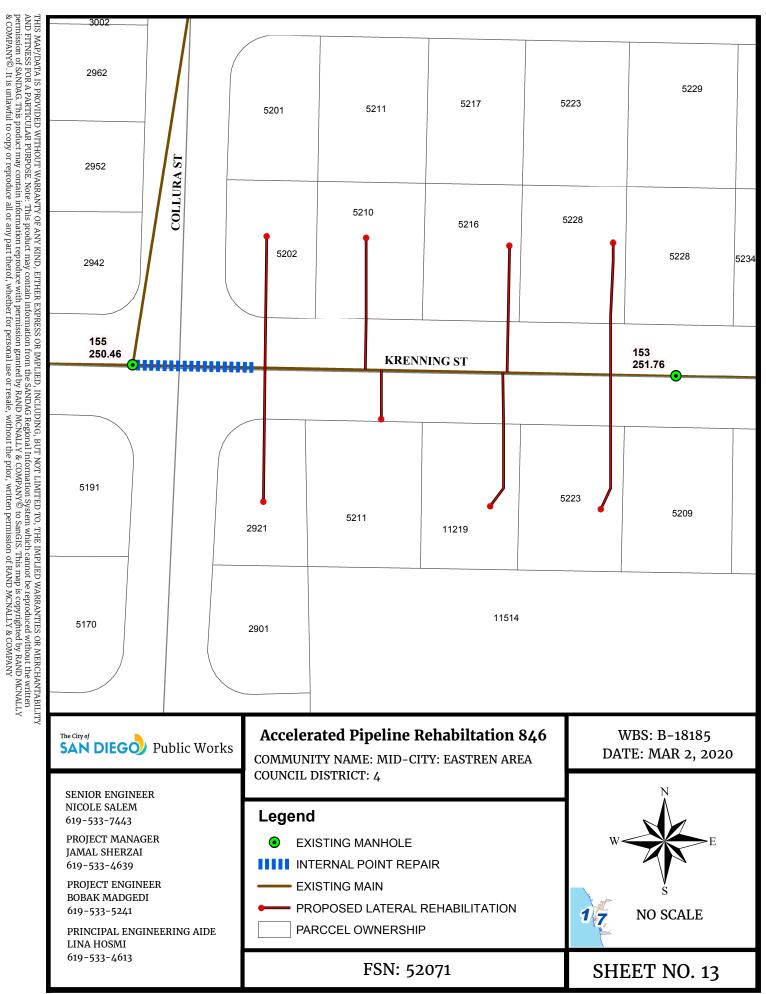


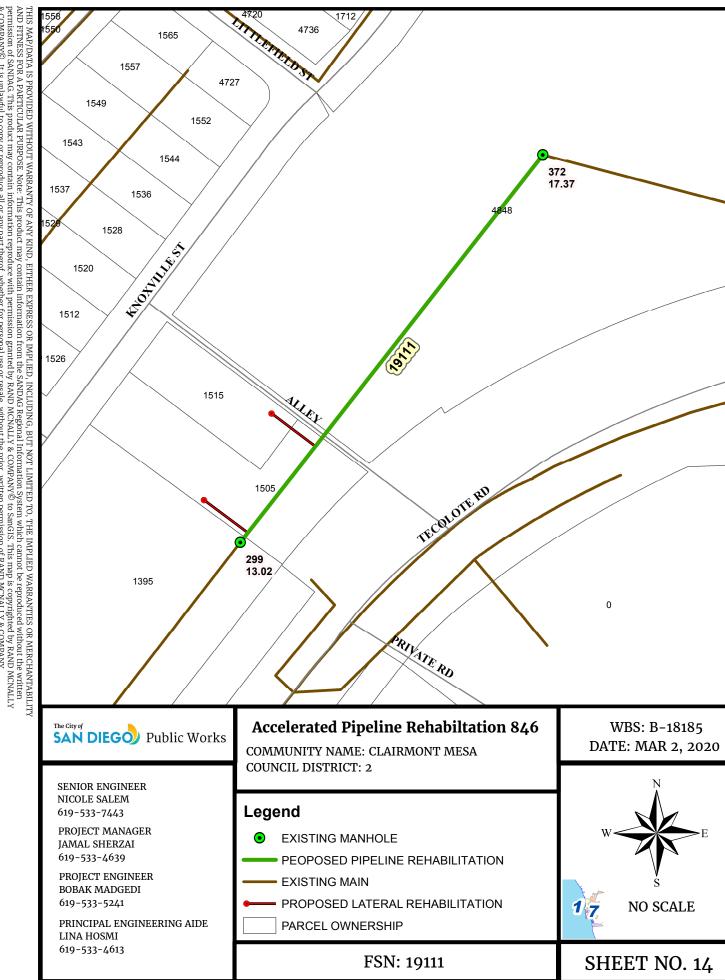


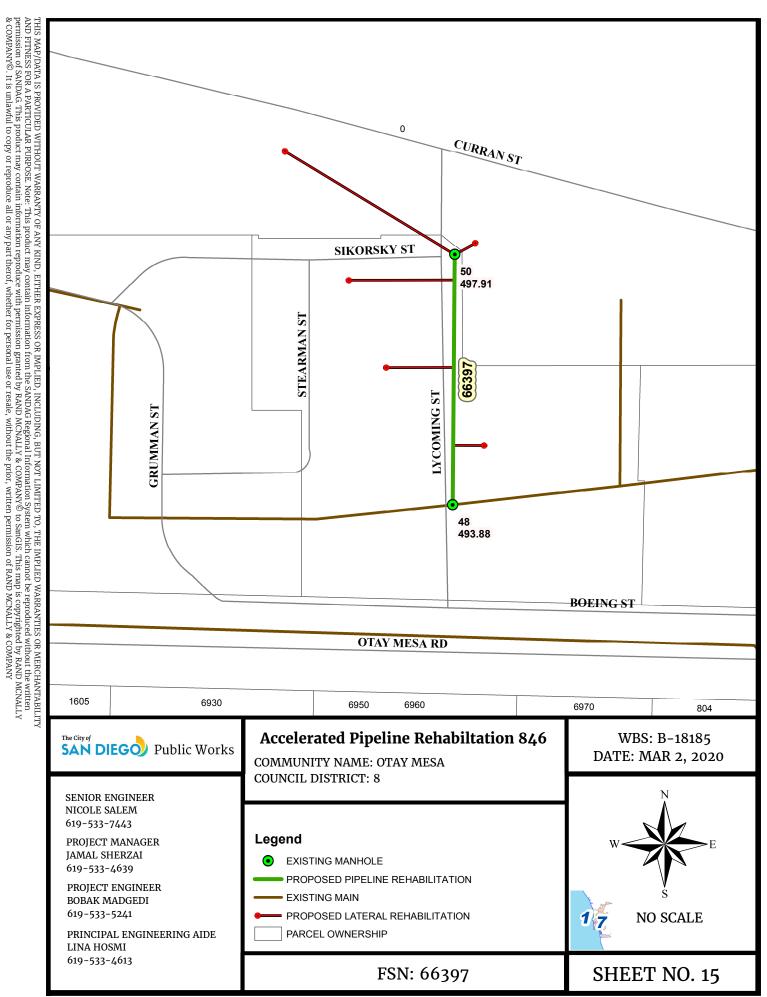


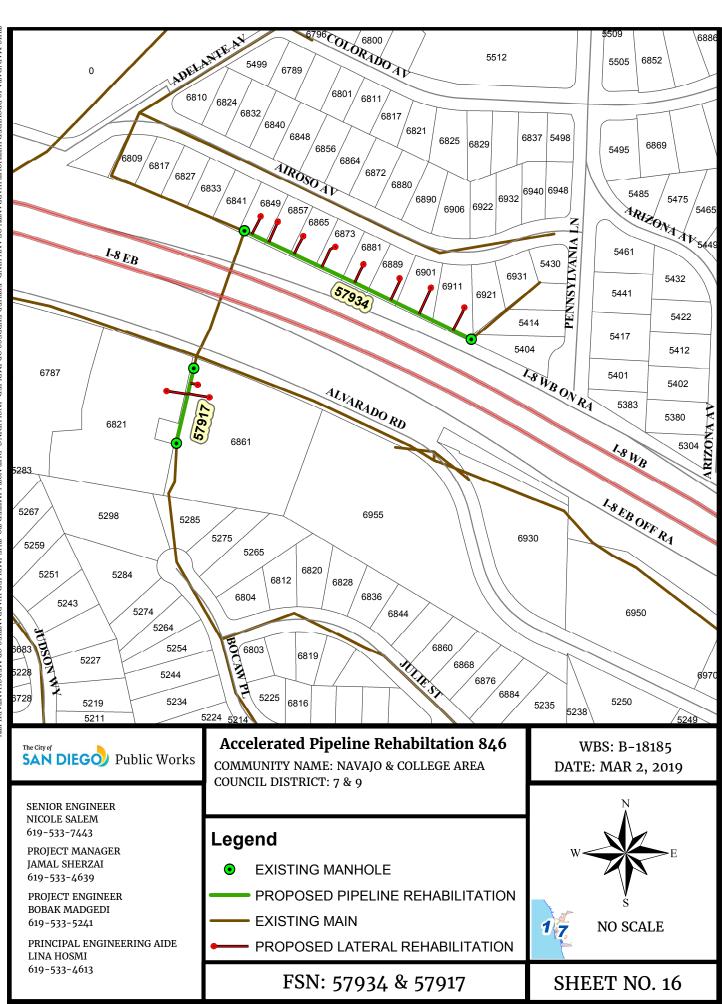




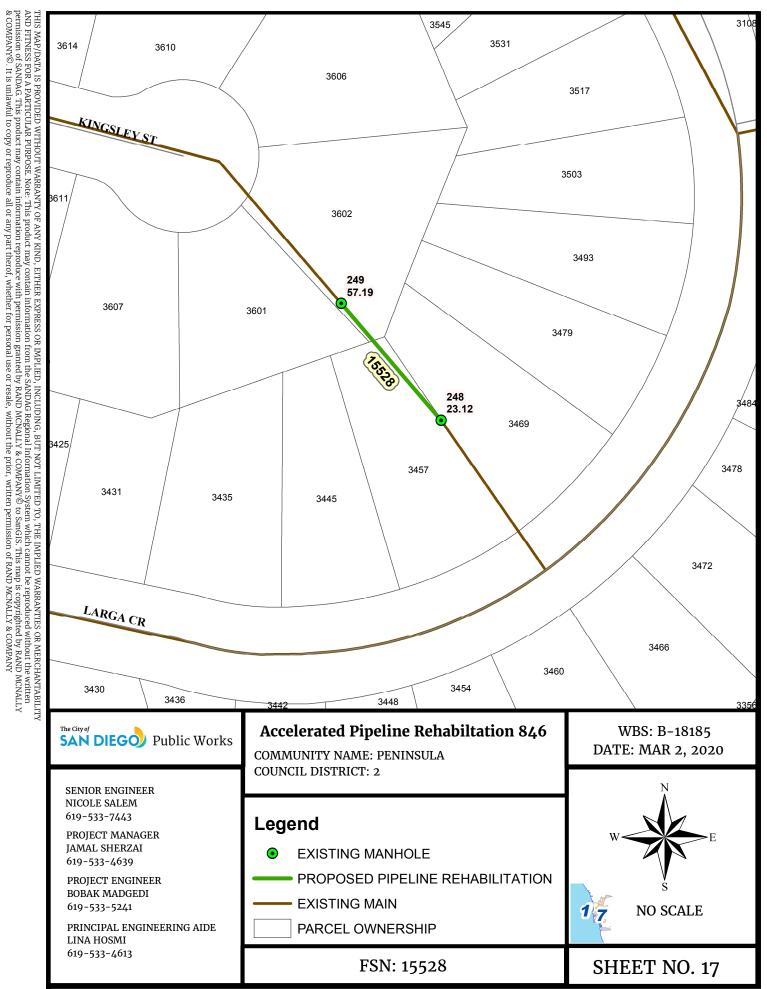


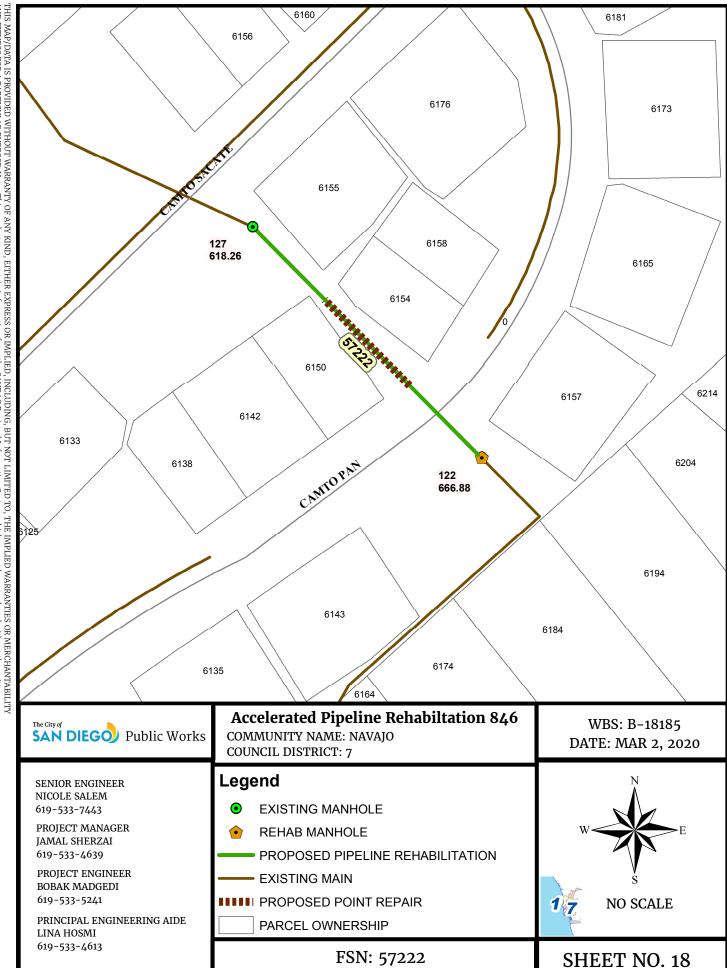


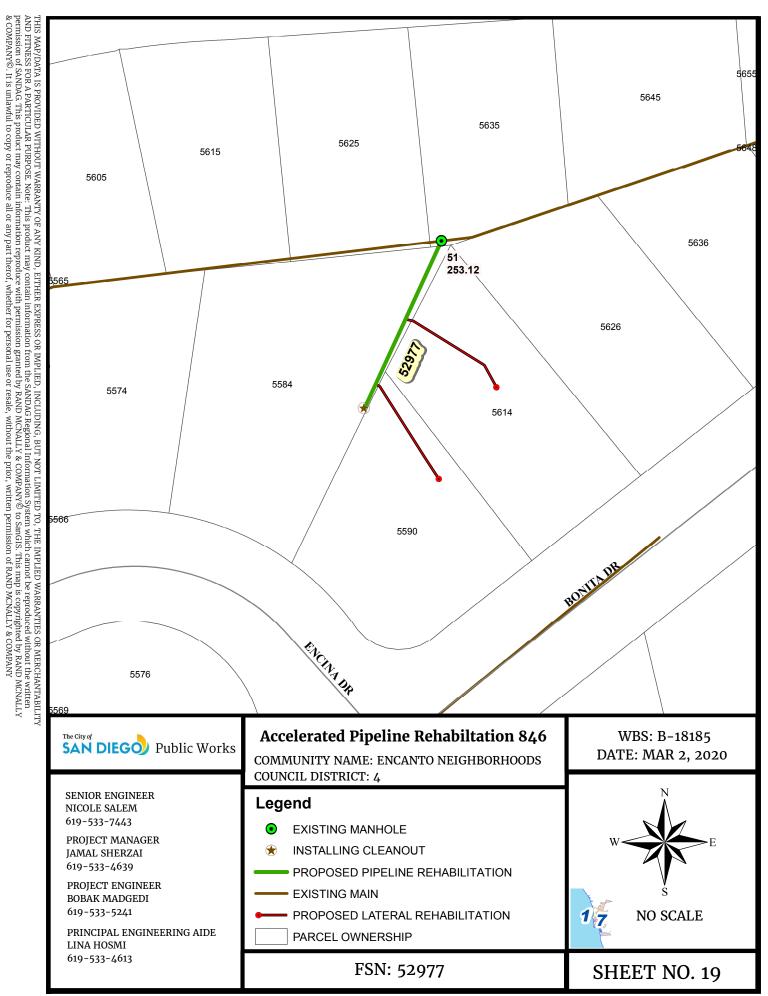


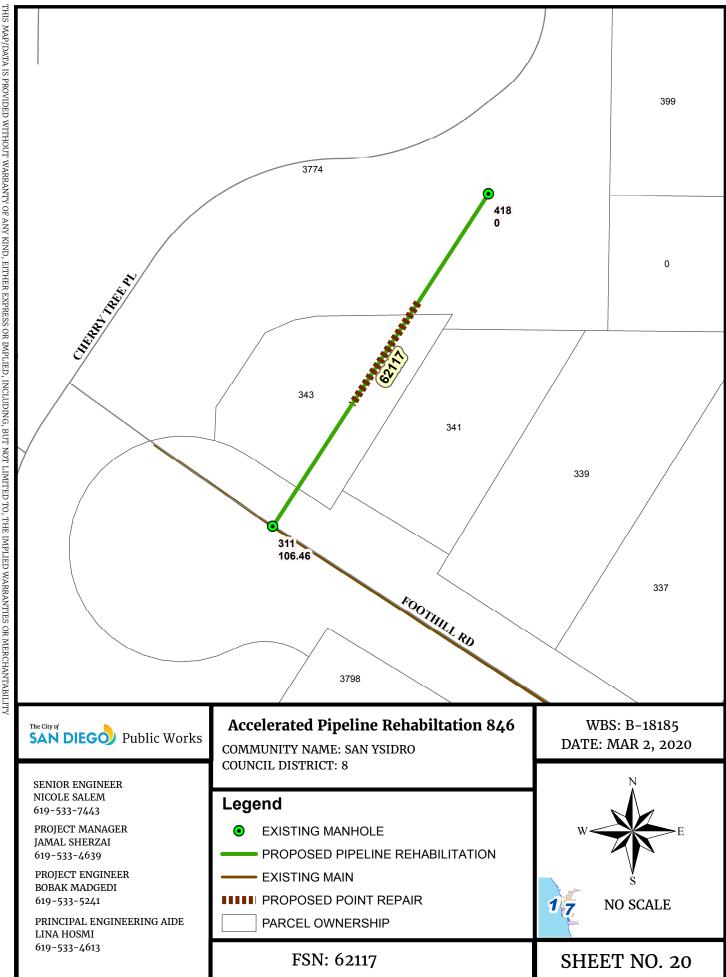


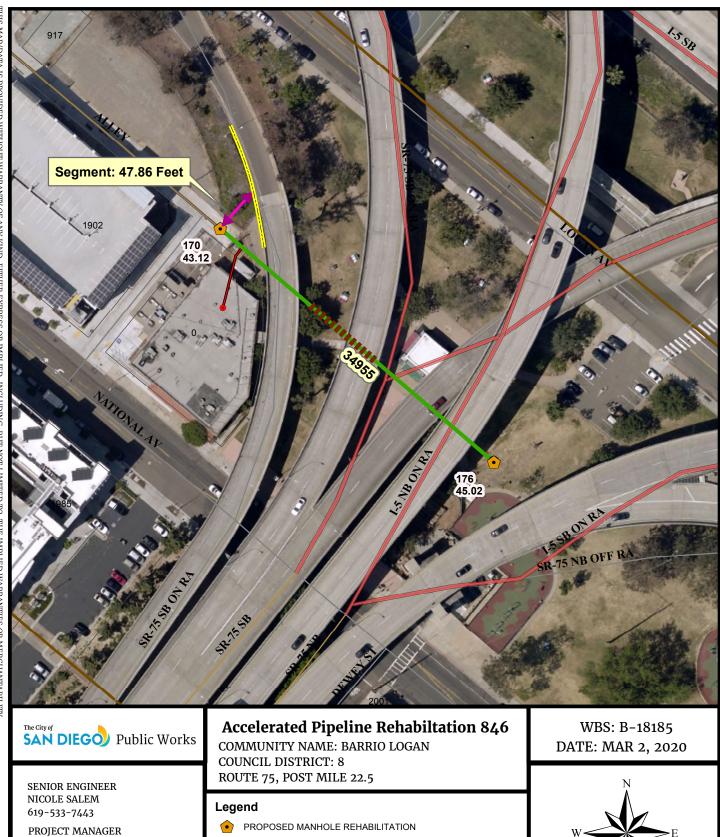
Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Appendix J – Site Maps



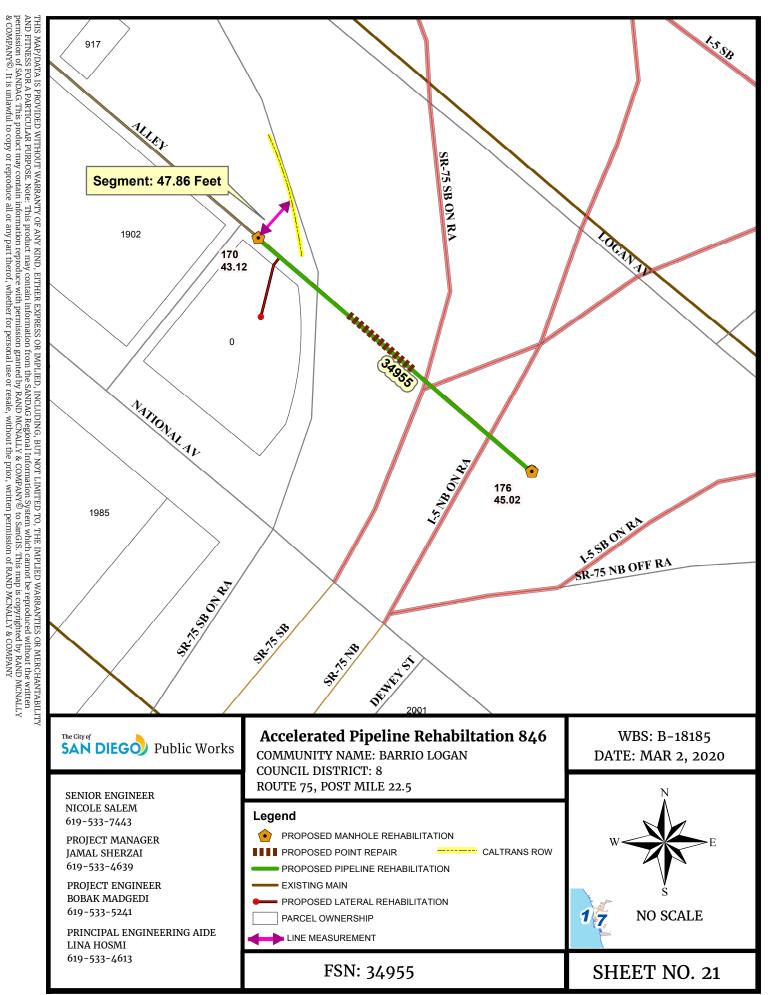


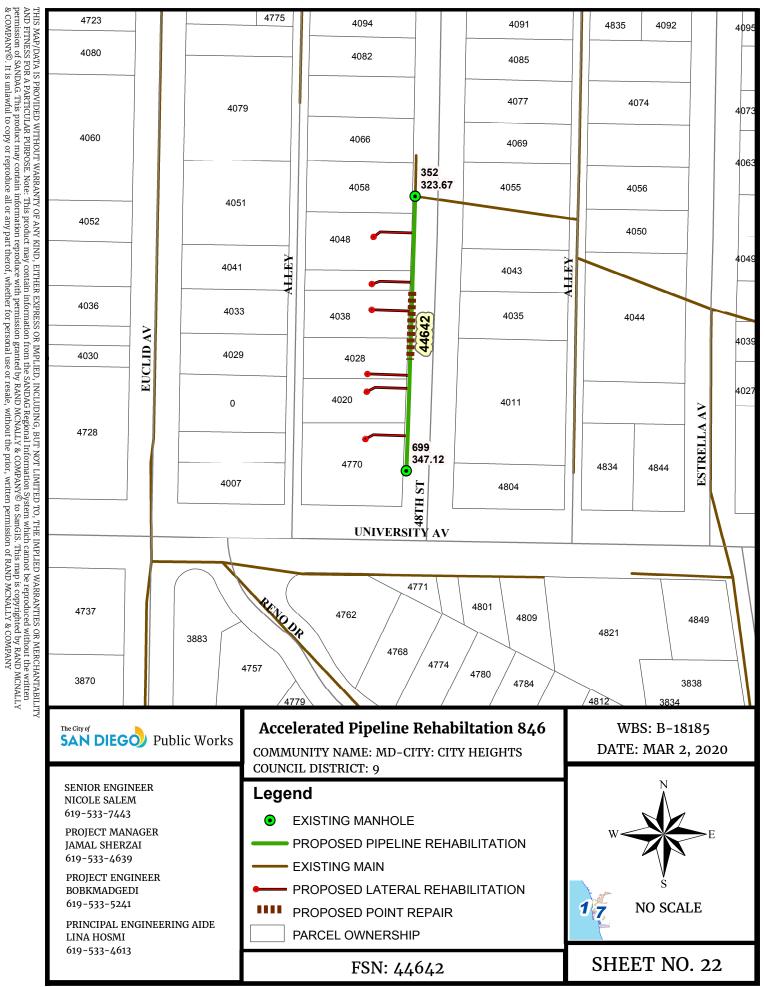


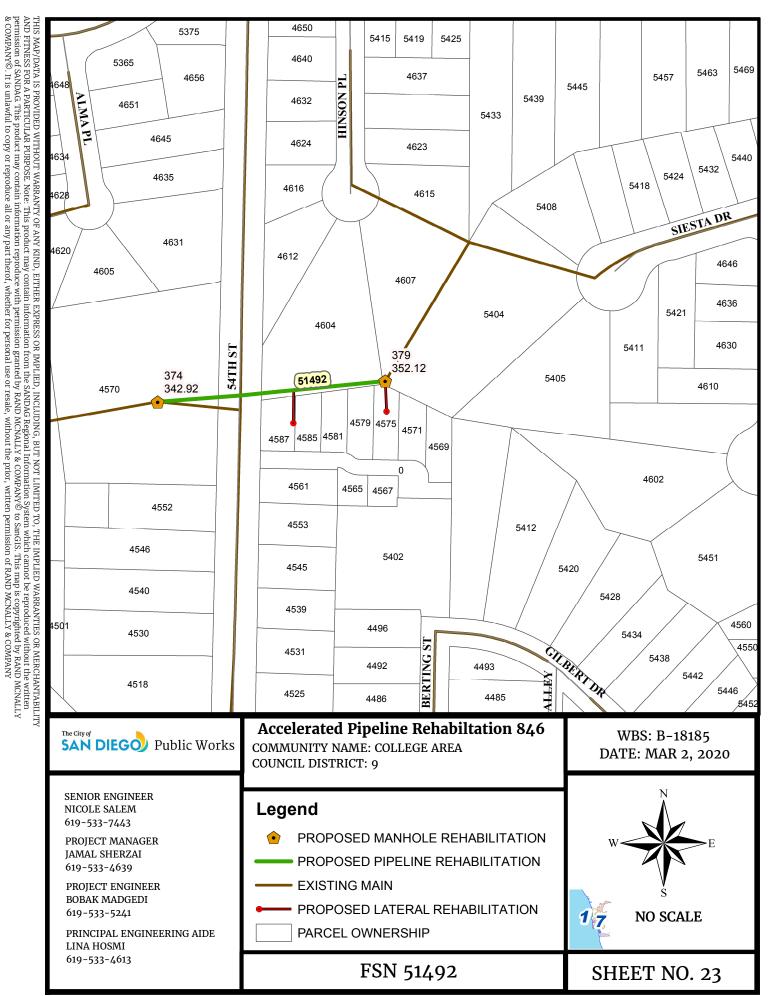


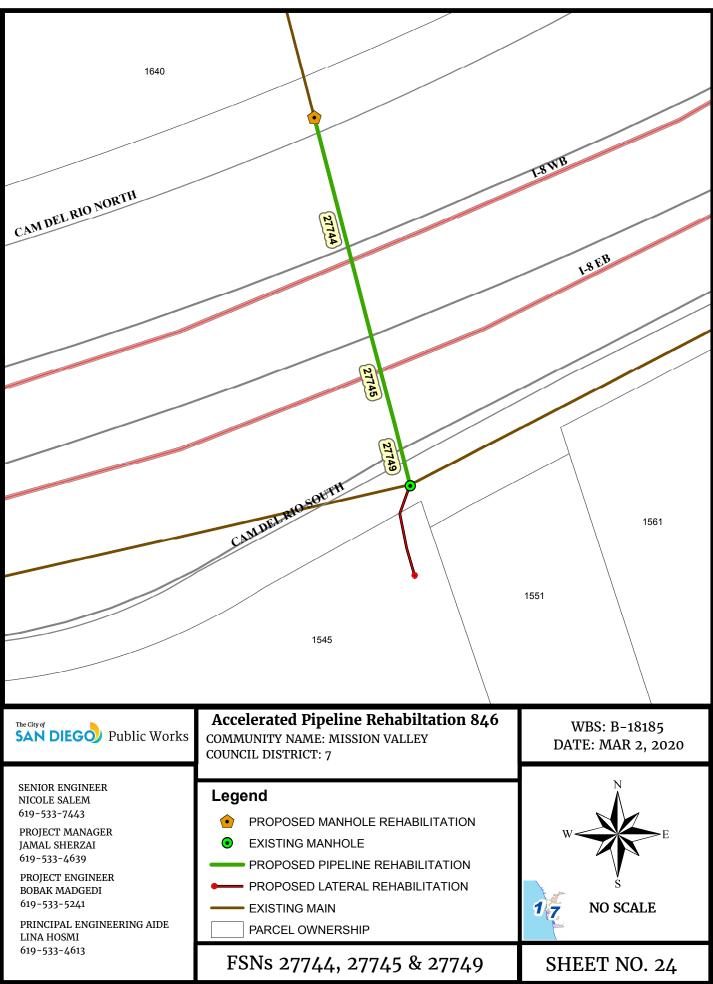


PROPOSED POINT REPAIR CALTRANS ROW JAMAL SHERZAI 619-533-4639 PROPOSED PIPELINE REHABILITATION PROJECT ENGINEER EXISTING MAIN BOBAK MADGEDI PROPOSED LATERAL REHABILITATION 619-533-5241 17 NO SCALE PARCEL OWNERSHIP PRINCIPAL ENGINEERING AIDE LINE MEASUREMENT LINA HOSMI 619-533-4613 SHEET NO. 21 FSN: 34955









1. MONUMENTATION / SURVEY NOTES

THE MAP WAS CREATED FROM A PARCEL LAYER AND DOES NOT DEPICT THE ACTUAL LOCATION OF THE PROPERTY LINES. NO BOUNDARY ANALYSIS WAS PERFORMED. THE SURVEY MONUMENTS HAVE BEEN LOCATED BY SURVEY GRADE MEASUREMENTS. AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

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2. CONSTRUCTION STORM WATER PROTECTION NOTES

Sheet No.	Hydraulic Unit	Watershed	Hydrological Sub Area Name	Sub Area No.
10	San Diego	San Diego River	Santee	907.12
13	Penasquitos	Mission Bay	Penasquitos	906.40
15	Pueblo San Diego	San Diego Bay	Chollas	908.22
20	San Diego	San Diego River	Mission San Diego	907.11
30	Penasquitos	Mission Bay	Tecolote	906.50

a. TOTAL SITE DISTURBANCE AREA- 0.01 (ACRES)

- b. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE.
 - ⊠ WPCP

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

□ SWPPP

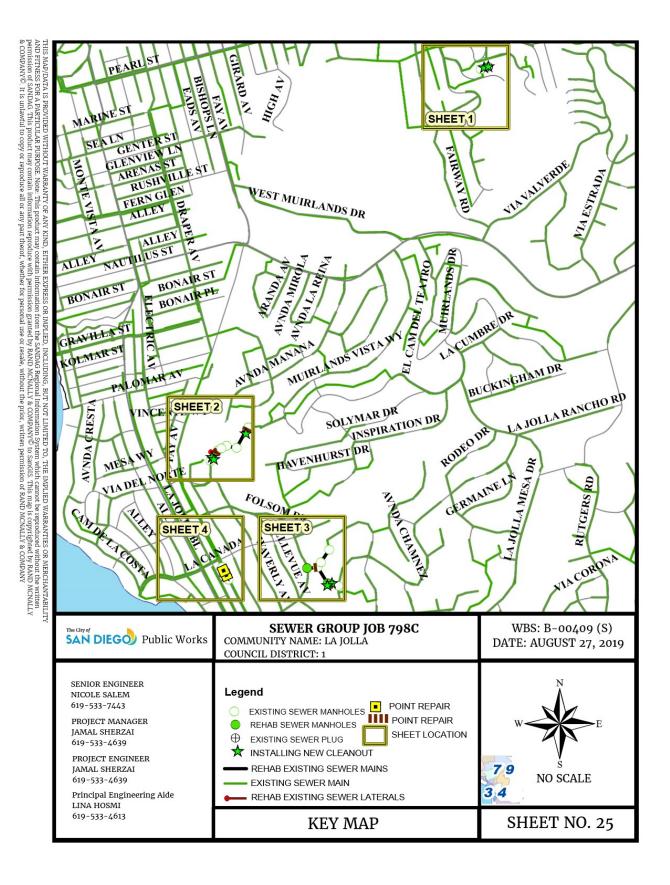
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013- 0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014- DWQ AND 2012-0006-DWQ TRADITIONAL: RISK LEVEL 1 2 3

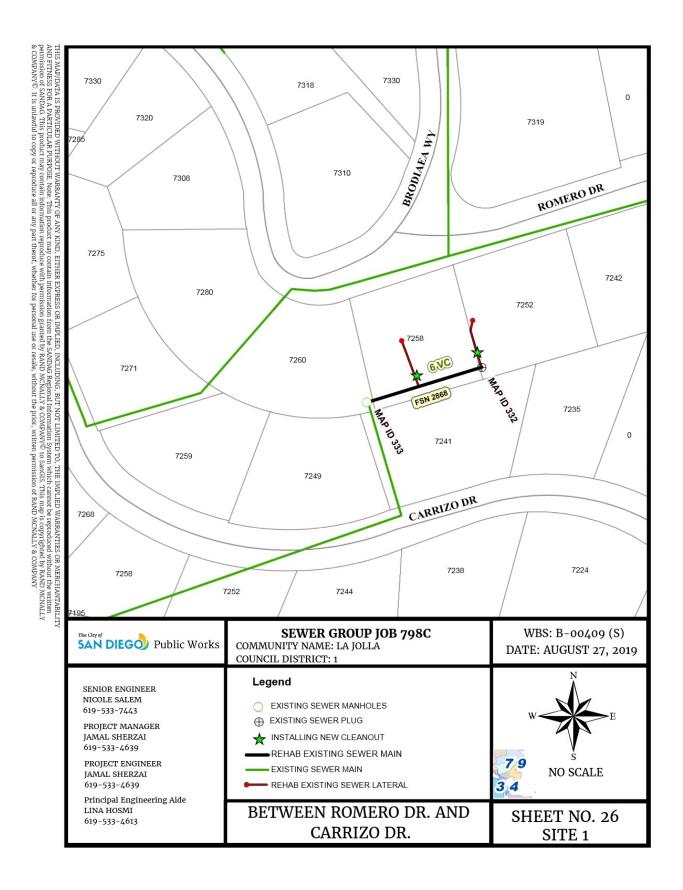
LUP: RISK TYPE 1 2 3

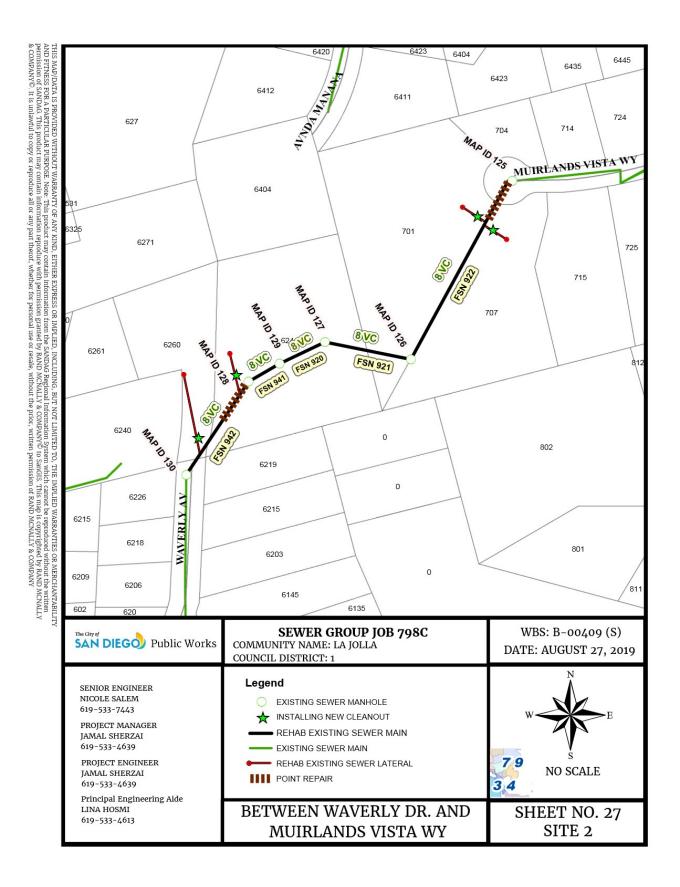
e. CONSTUCTION SITE PRIORITY

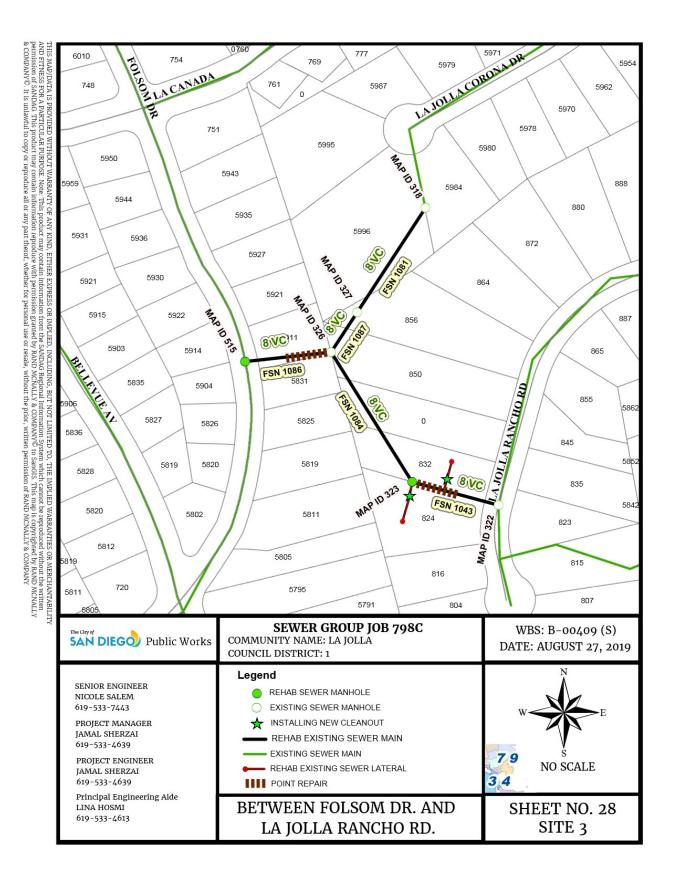
 \Box ASBS \Box HIGH \Box MEDIUM \boxtimes LOW

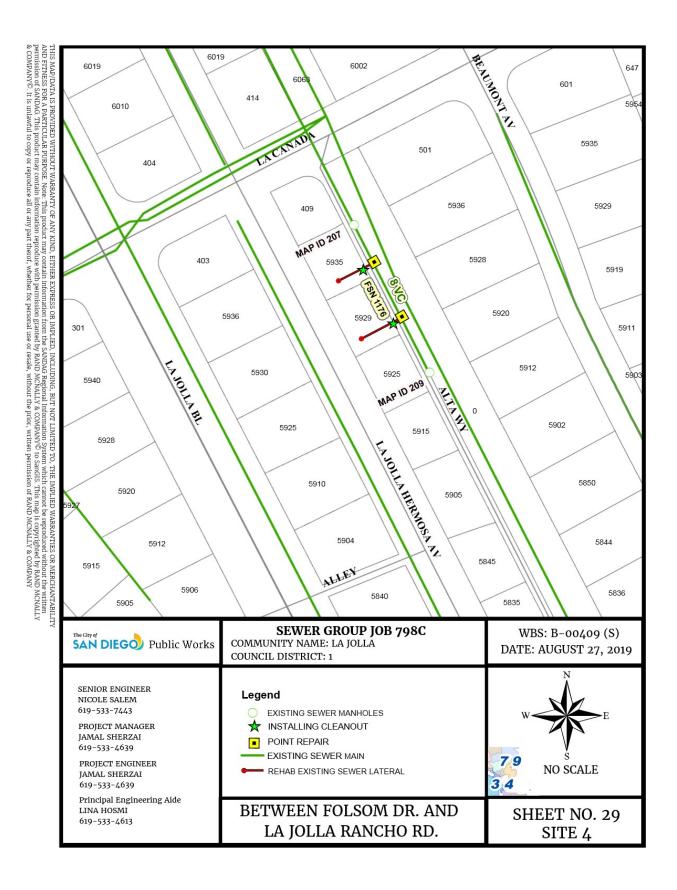
3. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATIED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.











APPENDIX K

SEWER MAINS, LATERALS, AND MANHOLES REHABILITATION SAMPLE DATA TEMPLATES

REHAB DATA COLLECTION - SEWER MAINS

SN F	REHAB DATE	LENGTH	INSIDE DIAM	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC	REHAB MATERIAL VENDOR	COMMENTS	ACCEPTANCE DAT
5112	8/22/2006				' PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/200
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REHAB DATA COLLECTION - LATERALS

FSN	REHAB DATE	TOPHAT INSTALLED SIZE	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC WESCO INFRA. TECHNOLOGIES,LP	REHAB MATERIAL VENDOR	COMMENTS	ACCEPTANCE DATE
5033085	8/22/2006	Y	6	PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES, LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/2006
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REHAB DATA COLLECTION – MANHOLES

	REHAB		LINING MATERIAL	LINING	REHAB	RIM	INVERT	ACTUAL DEPTH		ACCEPTANCE
MH FSN	DATE	LINING TYPE	VENDOR	SYSTEM	CONTRACTOR	ELEVATION	ELEVATION	(VF)	COMMENTS	DATE
					ZEBRON					
70536	3/28/2007	POLYURETHANE	ZEBRON	ZEBRON 386	CORPORATION	49.8	41.95	7	Leave this row as a sample.	3/28/2007
					-					
					7					

APPENDIX L

SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY





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



This information is available in alternative formats upon request.
 Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C
 Appendix L – 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.

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Hours and Days of Operation: Monday through Friday X:XX AM to X:XX PM.

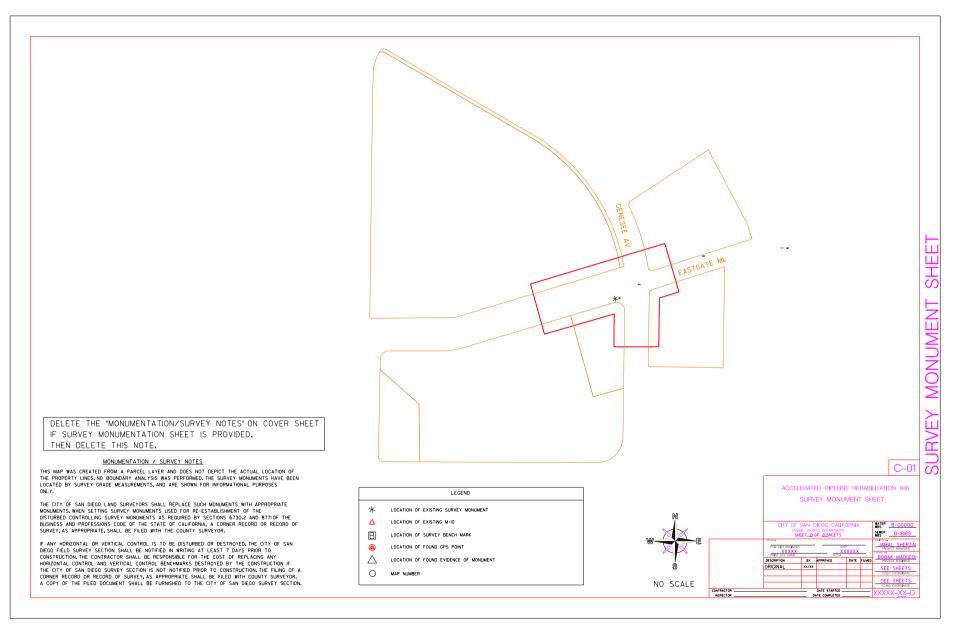
City of San Diego Contractor: Company Name, XXX-XXX-XXXX

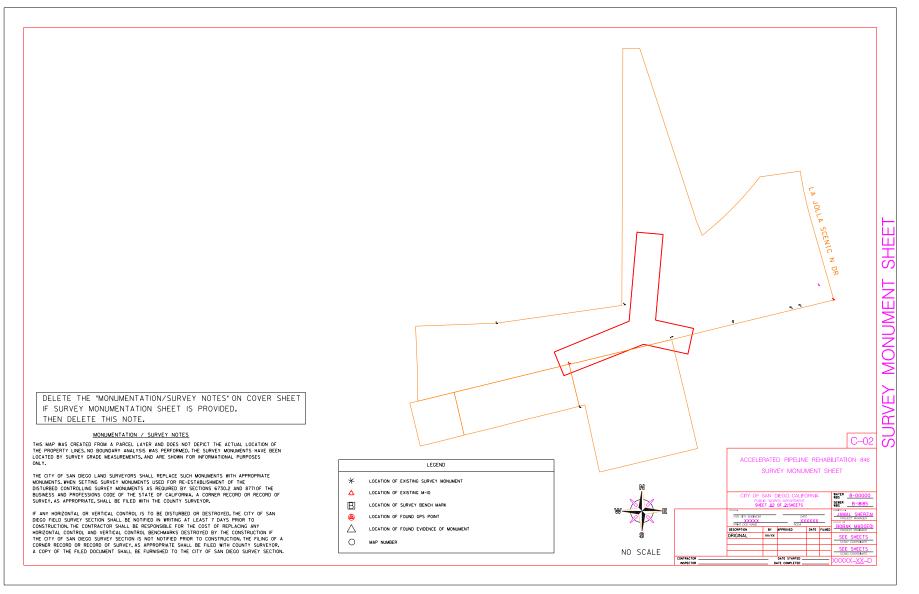
To contact the City of San Diego: SD Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

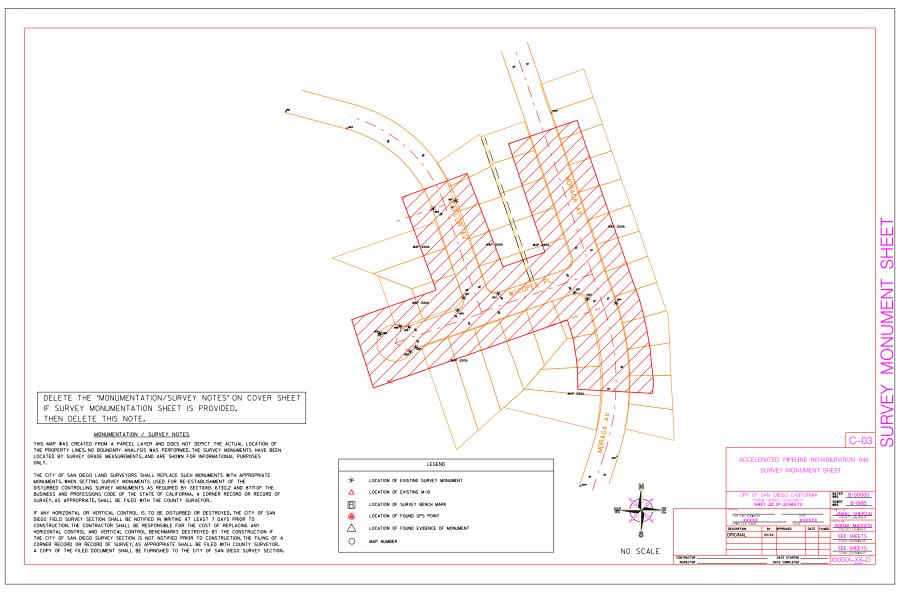
This information is available in alternative formats upon request.

APPENDIX M

SURVEY MONUMENT SHEETS





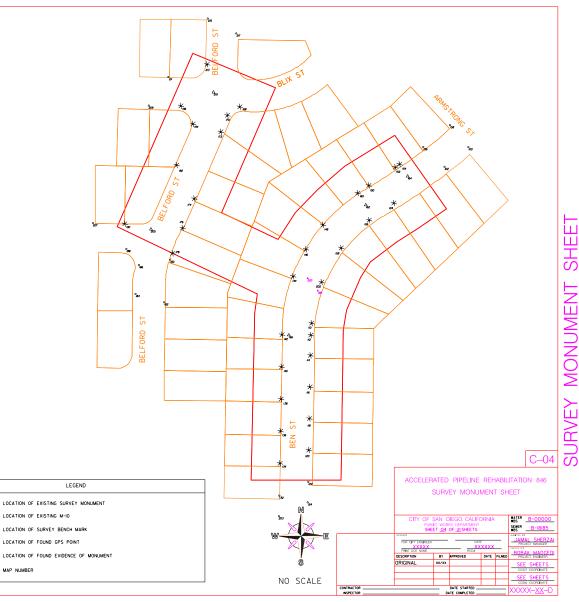


MONUMENTATION / SURVEY NOTES

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Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C - Appendix M - Survey Monument Sheets

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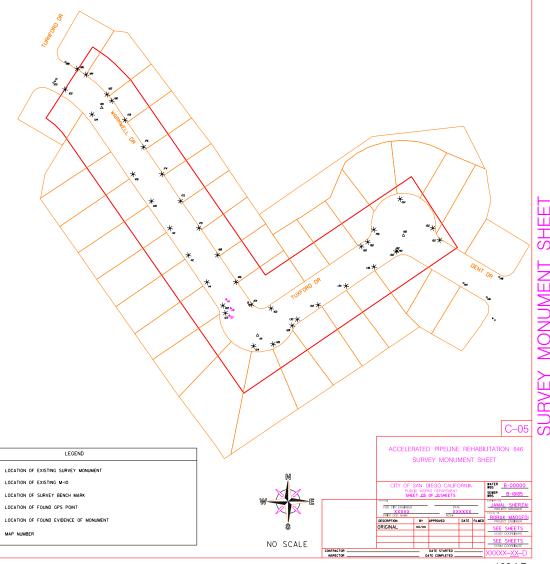
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MONUMENTATION / SURVEY NOTES

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Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C - Appendix M - Survey Monument Sheets

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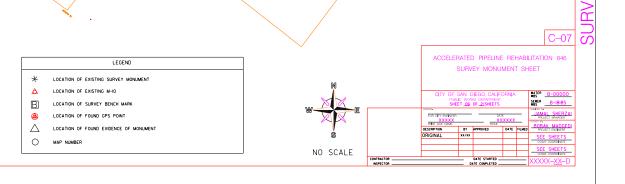
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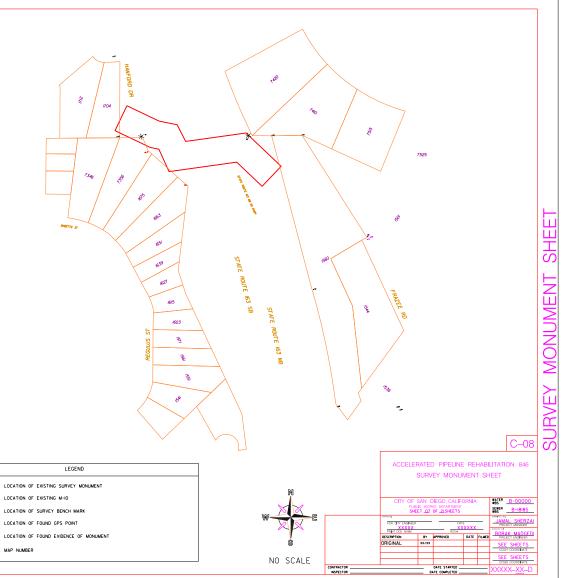
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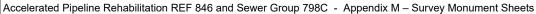


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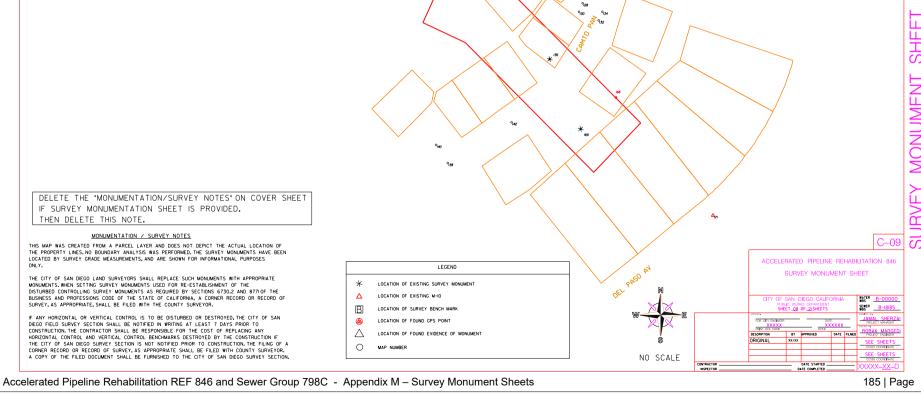
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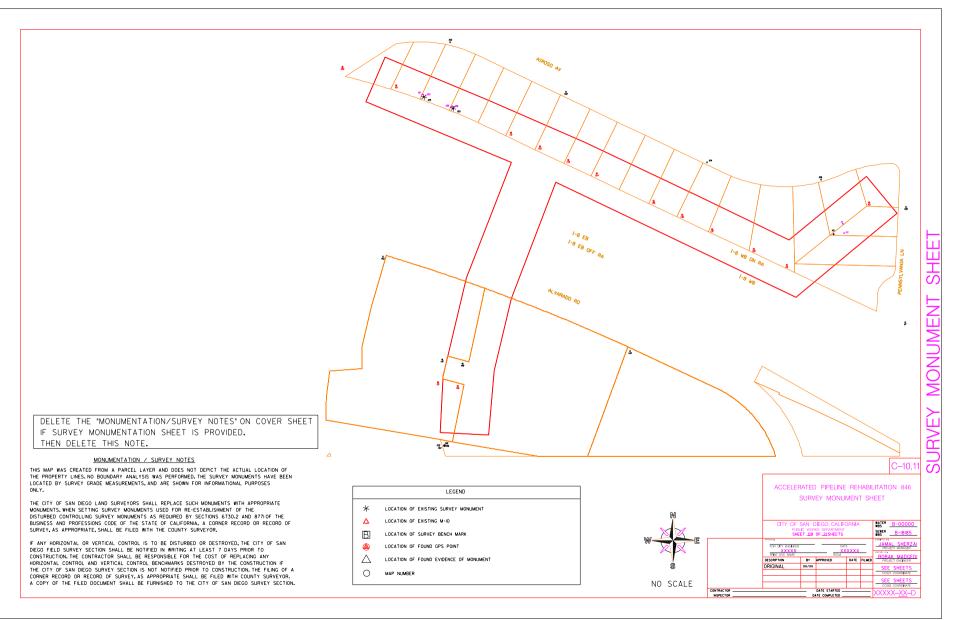
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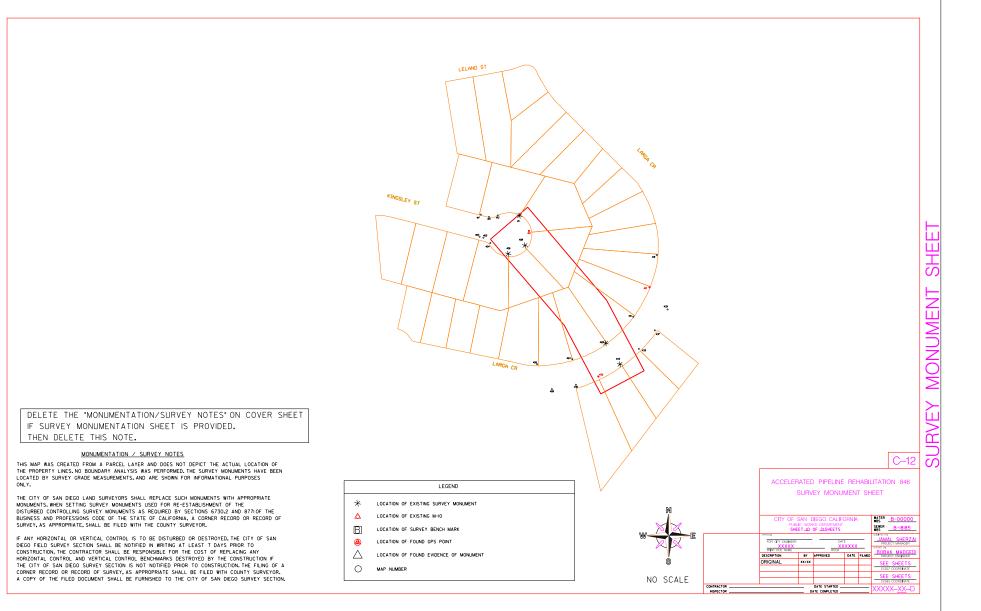
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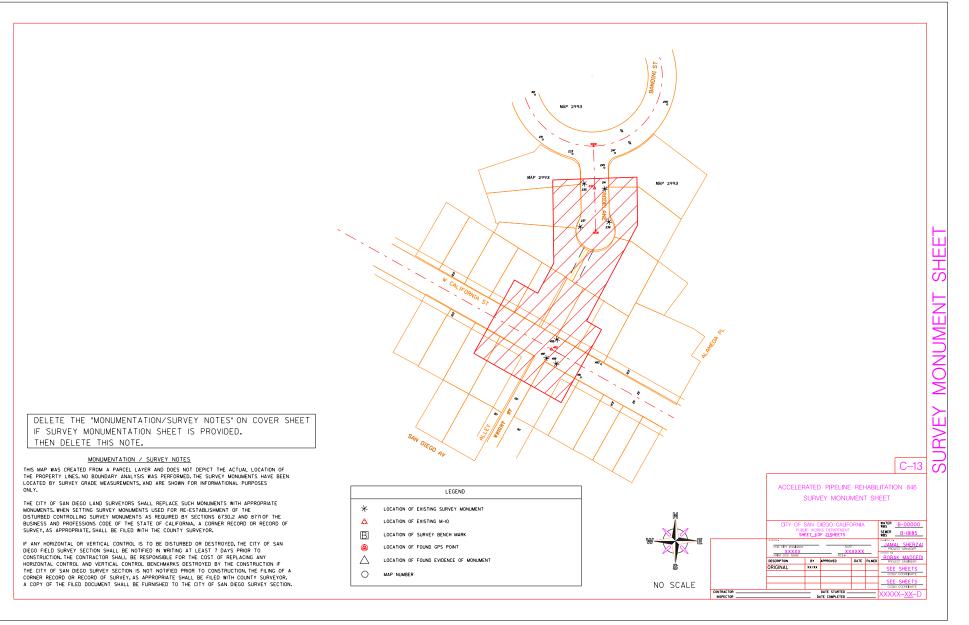
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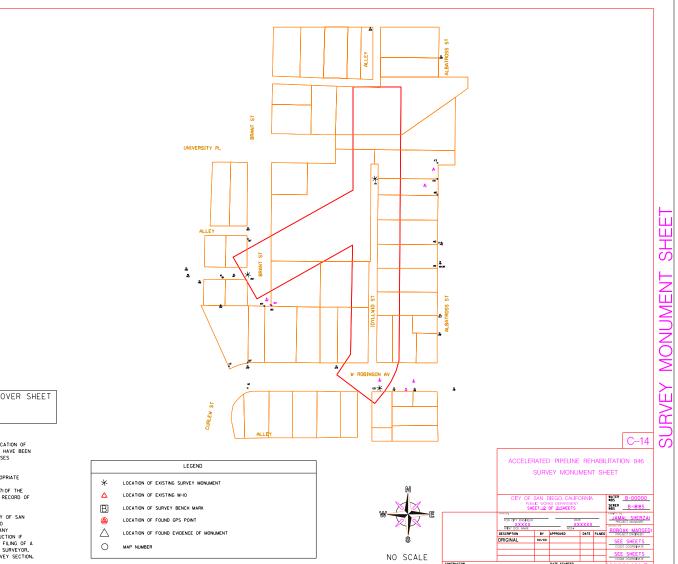
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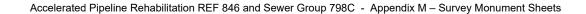
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MONUMENTATION / SURVEY NOTES

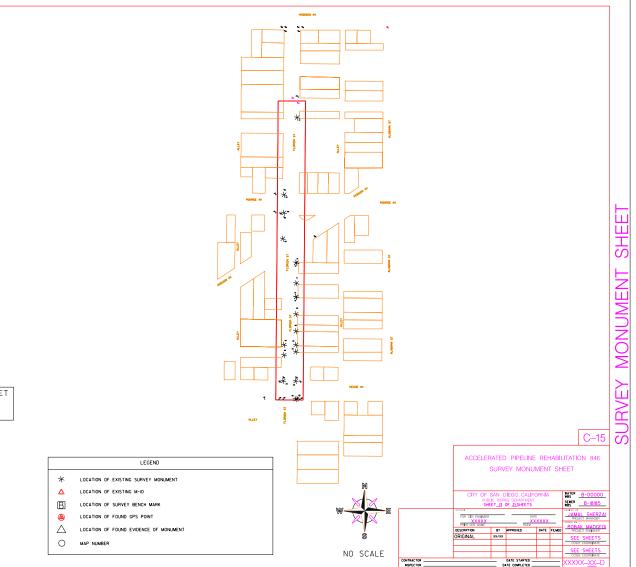
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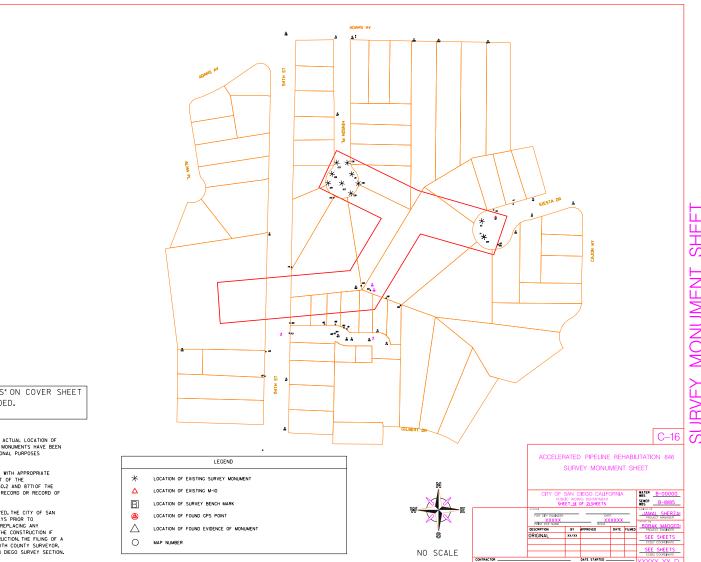


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MONUMENTATION / SURVEY NOTES

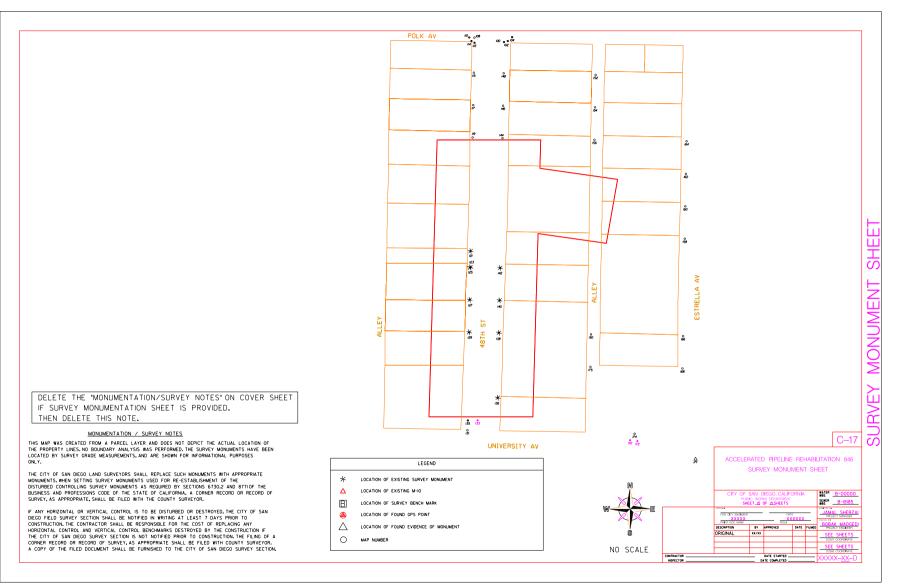
THIS MAP WAS CREATED FROM A PARCEL LAYER AND DOES NOT DEPICT THE ACTUAL LOCATION OF THE PROPERTY LINES. NO BOUNDARY ANALYSIS WAS PERFORMED. THE SURVEY MONUMENTS HAVE BEEN LOCATED BY SURVEY GRADE MEASUREMENTS, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THE CITY OF SAN DEGO LAND SURVEYORS SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS, WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REDUIRED BY SECTIONS 6730.2 AND 87710F THE BUSNESS AND PROFESSIONS CODE OF THE STATE OF CALFORNIA, A CONRER RECORD OR RECORD OF SURVEY AS A PROPRATE, SHALL BE FILED WITH THE COUNTY SURVEYOR.

IF ANY HORIZONTAL OR VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DECO FELD SURVEY SECTION SHALL BE NOTHED IN MRTHRED AT LEAST 7 DAYS FROR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ANY HORIZONTAL CONTROL AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION IF THE CITY OF SAN DEGO SURVEY SECTION IS NOT NOTIFED FORG TO CONSTRUCTION IF CORVER RECORD OR RECORD OF SURVEY, AS APPROPRIATE SHALL BE FLED WITH COUNTY SURVEYOR. A COPY OF THE FLED DOCLMENT SHALL BE FUNNSHED TO THE CITY OF SAN DEGO SURVEY SECTION.

DATE COMPLETED

INSPECTOR



Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C - Appendix M - Survey Monument Sheets

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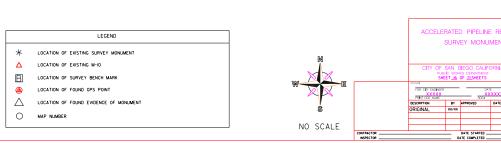
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MONUMENTATION / SURVEY NOTES

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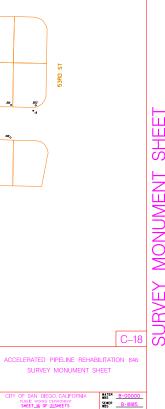
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Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C - Appendix M - Survey Monument Sheets

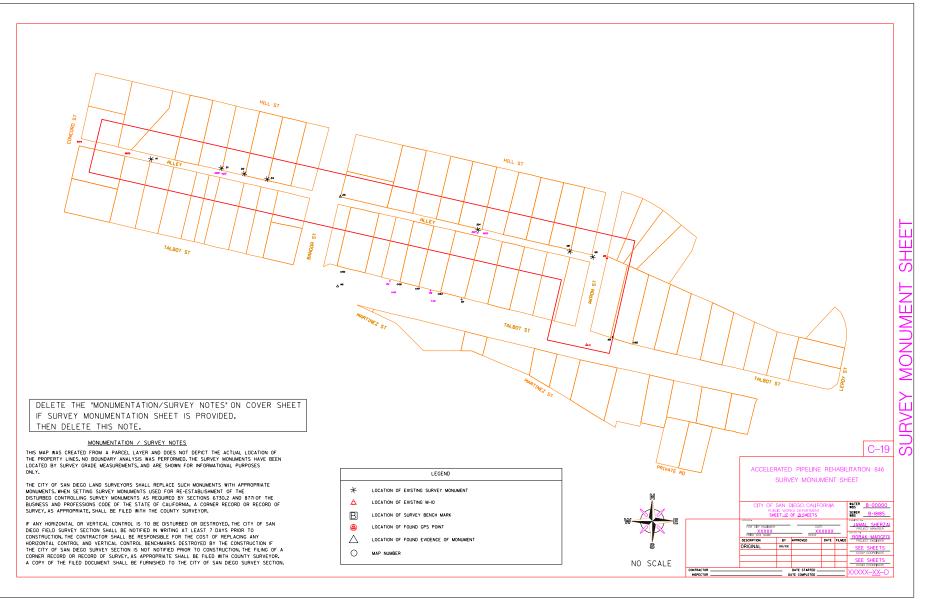
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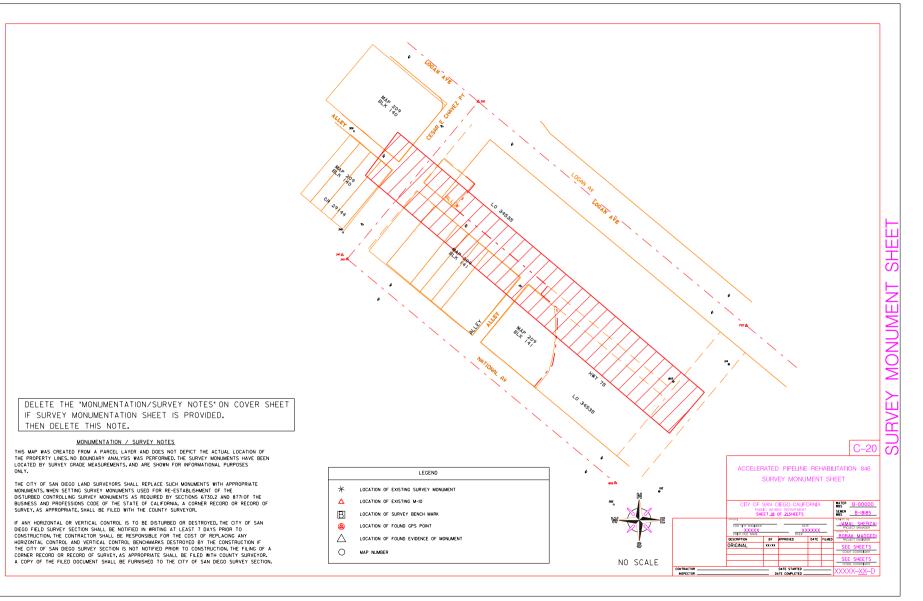
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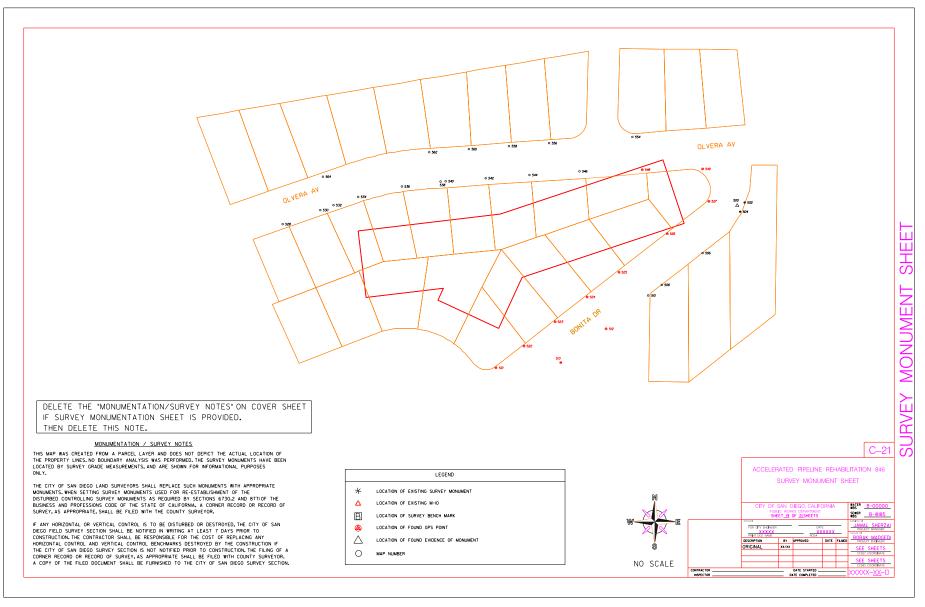
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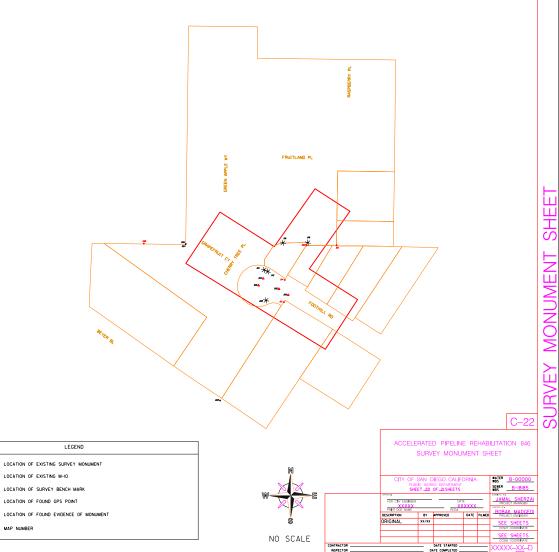
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Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C - Appendix M - Survey Monument Sheets



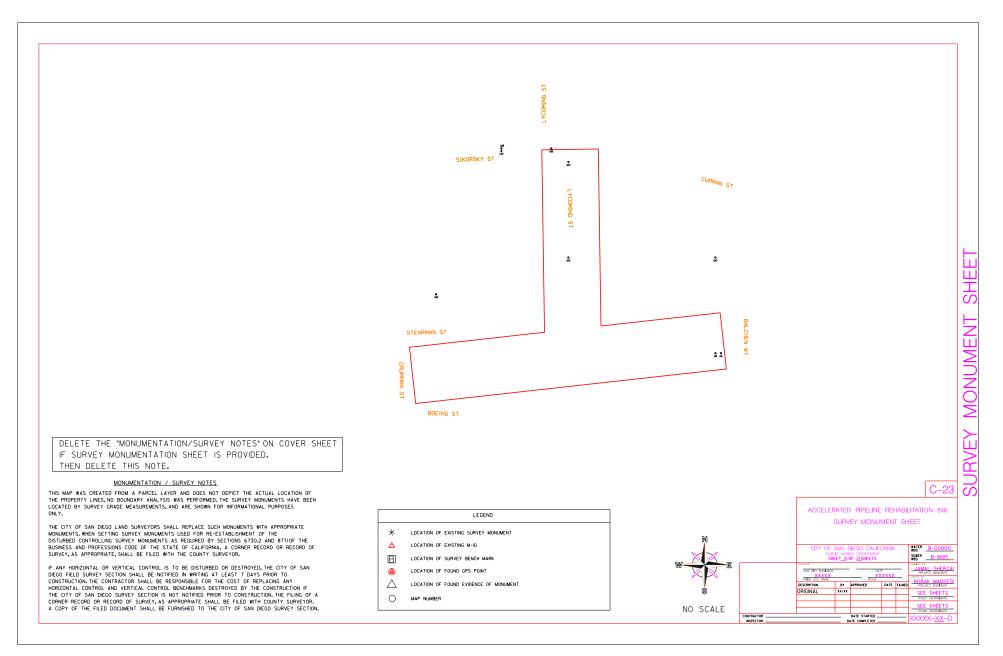
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Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C - Appendix M - Survey Monument Sheets

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 <u>Southwest Pipeline and Trenchless Corp.</u>, herein called "Contractor" for construction of **Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C**; Bid No. **K-20-1930-DBB-3**; in the total amount <u>One Million Two Hundred Seventy Five Thousand One Hundred Ninety Three Dollars and Zero cents (\$1.275.193.00)</u>.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C, on file in the office of the Engineering & Capital Projects Department as Document No. B-18185, B-00409, as well as all matters reference 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 Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C, Bid Number K-20-1930-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 and is approved by the City Attorney in accordance with San Diego Charter Section 40.

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

119/2

Date:

ind

Mara W. Elliott, City Attorney

le Jana fp. 10 De Lara, Jr. Bv

Print Name: _____ Stephen Samara Principal Contract Specialist Engineering & Capital Projects Department

Print Name:

Deputy City Attorne

11/3/2020 Date: CONTRACTOR

Print Name: Justin Duchaineau

President Title:

Bv

Date: 9-10-2020

City of San Diego License No.: B2003006118

State Contractor's License No.: 773862-A

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____1000002176

Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Attachment G - Contract Agreement (Rev. Mar. 2020)

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 cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DRUG-FREE WORKPLACE

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

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, "California Building Code, California Code of Regulations Title 24 and 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 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 and Pledge of Compliance"), 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.

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.

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 contract's 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:

Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C

(Project Title)

as particularly described in said contract and identified as Bid No. **K-20-1930-DBB-3**; SAP No. (WBS/IO/CC) **B-18185**, **B-00409** 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 ______, _____,

Ву:_____

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 ONL Y*** SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - 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:							
Name:							

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 SDVOSB①	WHERE CERTIFIED @	
Name:							
Address:							
City:							
State:							
Zip: Phone:							
Email:							
Name:							
Address:							
City:							
State:							
Zip:							
Phone: Email:							
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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 Certified Disabled Veteran Business Enterprise			WBE	
÷ .	Certified Disadvantaged Business Enterprise DBE				DVBE ELBE		
Other Business Enterprise Certified Small Local Business Enterprise		OBE Certified Emerging Local Business Enterpris SLBE Small Disadvantaged Business				SDB	
Woman-Owned Small Business			HUBZone Business HUBZc				
Woman-Uwned Small Blisiness						UB/ONE	

2	As appropriate, Bidder shall indicate if Vendor/Supplier is certif	ied 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

FAILURE TO FULLY <u>COMPLETE</u> AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

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. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
- F. CONTRACTOR'S EXPERIENCE AND PAST PROJECT DOCUMENTATION. SEE SSP AND 2018 WB SECTION 500-2.1, INITIAL SUBMITTALS, ITEM 1, a.
- G. MANUFACTURER AUTHORIZED INSTALLER CERTIFICATION. SEE SSP AND 2018 WB SECTION 500-2.1, INITIAL SUBMITTALS, ITEM 1, b.

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

 That
 Southwest Pipeline and Trenchless Corp.
 as
 Principal,

 and
 Liberty Mutual 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

Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C; K-20-1930-DBB-3

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, this6th	day ofluly2020
Southwest Pipeline and Trenchless Corp. (SEAL)	Liberty Mutual Insurance Company (SEAL)
(Principal)	(Surety)
By: (Signature)	By: (Signature) Noemi Quiroz, Attorney-in-Fact
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)	SULL INSURAL SULL INSURAL SUCHPORTS

CALIFORNIA ALL-PURPOSE 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

)) ss)

County of Los Angeles

On $\mathcal{U}_{\text{Noemi}}(\mathcal{Q}, \mathcal{U}_{\text{Noemi}})$, before me, <u>Natalie K. Trofimoff, Notary Public</u>, personally appeared <u>Noemi Quiroz</u>, 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: Unlater Choff

Natalie K. Trofimoff, Notary Public

(Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Noemi Quiroz , state of <u>CA</u> its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, Los Angeles of the city of ____

execute and acknowledge the following surety bond:

Principal Name: Southwest Pipeline and Trenchless Corp.

Obligee Name: The City of San Diego

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



SS

The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West-American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF. I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 er, Pennsylvania Association of Notaria

eresa Pastella, Notary Public

This Power of Attomey is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seat, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorneyin-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seat, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Lleweilyn, the undersigned, Assistant Secretary, of Liberty Mutual insurance Company, The Ohio Casually Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

N TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _	6th	_ day of	July	<u>, 2020</u>



en l'Ou Bv:

Renee C. Lievelive, Assistant Secretary

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.

X

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

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Southwest Pipeline & Trenchless Corp.

Justin Duchaineau President Certified By Title Name Date 7-28-2020 Signature

USE ADDITIONAL FORMS AS NECESSARY

Accelerated Pipeline Rehabilitation REF 846 and Sewer Group 798C Contractor's Certification of Pending Actions (Rev. May 2020)

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA		
Southwest Pipeline & Tr	enchless Corp.	Southwest Pipeline & Trenchless Corp.		
Street Address City		State	Zip	
22118 S. Vermont Av	e. ,Torrance	CA	90502	
Contact Person, Title		Phone	Fax	
Justin Duchaineau	President	310-329-8717 ext. 104	310-329-0981	

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.

Employer (if different than Bidder/Proposer)

Preparing and submitting the bid for purpose of contracting with the City of San Diego

Name	Title/Position
Robert Bolger	Secretary
City and State of Residence	Employer (if different than Bidder/Proposer)
Pasadena, California	

Preparing and submitting the bid for purpose of contracting with the City of San Diego

* 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.

Justin Duchaineau-President



7-28-2020 Date

Print Name, Title

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.

DEBARMENT AND SUSPENSION CERTIFICATION

PRIME CONTRACTOR

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders* and contractors who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* contracting with the City.

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 Names of the Principal Individual owner(s).

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

NAME	TITLE
John & Janine (olich	Owner

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility.	For any exception noted above, indicate below to whom it applies,
initiating agency, and dates of action.	in a data se la com

Contractor Name: SouthWest Pipeline 4 WCAChess	Corp-
Certified By Justin Duchainuus	Title Presi clent
Signature	Date7 30 20

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

DEBARMENT AND SUSPENSION CERTIFICATION SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

-

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of subcontractor, supplier, and/or manufacturer:

$\overline{\mathbf{A}}$	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
	NAME				TITLE
National Coating & Lining				James Pleasa	ants-Owner
				Suzzane Cas	tino-Ansett-Owner
				Tommy Unse	II-Owner
				Benjamin Cas	stino-Owner
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
A THE	NAME	Suler Si	and the second se	Section and	TITLE
Piperi	in Corporation			Craig Barry- (Owner
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
	NAME				TITLE
Easy	Flow			Adam Wilson	- Owner
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
10.05	NAME				TITLE
Contra	actor Name:	Southw	vest Pipelin	e & Trenc	hless Corp.
Certified By Justin Duchaineau					Title President
	/ /		Name		
Aust				\supset	
	- The		Signature		
					CESSARY**

Accelerated Pipeline Rehabilitation Ref 846 and Sewer Group 798C Debarment and Suspension Certification (Rev. May 2020)

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov Phone No. (619) 533-4491

ADDENDUM A





FOR

ACCELERATED PIPELINE REHABILITATION REF 846 AND SEWER GROUP 798C

BID NO.:	K-20-1930-DBB-3
SAP NO. (WBS/IO/CC):	B-18185, B-00409
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	1, 2, 3, 4, 7, 8, 9
PROJECT TYPE:	JA, IJ

BID DUE DATE:

2:00 PM JULY 30, 2020

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

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

B. NOTICE INVITING BIDS

- 1. To Item 6, SUBCONTRACTING PARTICIPATION PERCENTAGES, sub-item 6.1, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 6. SUBCONTRACTING PARTICIPATION PERCENTAGES: Subcontracting participation percentages apply to this contract.
 - 6.1. 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 mandatory the subcontractor participation percentages:

1.	SLBE participation	6.2%

- 2.ELBE participation**9.1%**
- 3. Total mandatory participation **15.3%**

James Nagelvoort, Director Engineering & Capital Projects Department

Dated: July 17, 2020 San Diego, California

JN/RP/wf

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov Phone No. (619) 533-4491

ADDENDUM B







ACCELERATED PIPELINE REHABILITATION REF 846 AND SEWER GROUP 798C

BID NO.:	K-20-1930-DBB-3
SAP NO. (WBS/IO/CC):	B-18185, B-00409
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	1, 2, 3, 4, 7, 8, 9
PROJECT TYPE:	JA, IJ

BID DUE DATE:

2:00 PM JULY 30, 2020

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

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

B. CERTIFICATIONS AND FORMS

1. To Debarment and Suspension Certification (Subcontractors, Suppliers, and Manufacturers) Form, page 219, **DELETE** in its entirety and **SUBSTITUTE** with page 3 of this Addendum.

James Nagelvoort, Director Engineering & Capital Projects Department

Dated: July 30, 2020 San Diego, California

JN/RP/wf

DEBARMENT AND SUSPENSION CERTIFICATION

PRIME CONTRACTOR

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders* and contractors who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* contracting with the City.

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 Names of the Principal Individual owner(s).

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

NAME	TITLE

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name:

Certified By

Title _____

Date ____

Signature

Name

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

Accelerated Pipeline Rehabilitation Ref 846 and Sewer Group 798C (K-20-1930-DBB-3), bidding on July 30, 2020 2:00 PM

Bid Results

Bidder Details

Vendor Name Address	Southwest Pipeline and Trenchless Corp. 22118 S. Vermont Avenue Torrance, CA 90502 United States
Respondee	Justin Duchaineau
Respondee Title	President
Phone	310-329-8717 Ext. 104
Email	justin@swpipeline.com
Vendor Type	CADIR,PQUAL
License #	773862
CADIR	100002176

Bid Detail

Bid Format	Electronic	
Submitted	July 30, 2020	1:53:59 PM (Pacific)
Delivery Method		
Bid Responsive		
Bid Status	Submitted	
Confirmation #	221476	
Ranking	0	

Respondee Comment

Buyer Comment

Attachments		
File Title	File Name	File Type
Contractor's Certification of Pending Actions	Contractor's Certification of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Mandatory Disclosure of Business Interests Form	Mandatory Disclosure of Business Interests Form.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Debarment and Suspension Certification	Debarment and Suspension Certification.pdf	DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR
Debarment and Suspension Certification	Debarment and Suspension Certification.pdf	DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS,SUPPL IERS AND MANUFACTURERS
Contractor's Experiance and Past Project Documnetation	Contractor's Experiance and Past Project Documentation.pdf	CONTRACTOR'S EXPERIENCE AND PAST PROJECT DOCUMENTATION. SEE SSPAND 2018 WB SECTION 500-2.1, ITEM 1.A
Manufacturer Authorized Installer Certfication	Manufacturer Authorized Installer Certification.pdf	MANUFACTURER AUTHORIZED INSTALLER CERTIFICATION. SEE SSP AND 2018WB SECTION 500- 2.1, ITEM 1. B
Bid Bond	Bid Bond.pdf	Bid Bond

PlanetBids, Inc.

Page 1

Accelerated Pipeline Rehabilitation Ref 846 and Sewer Group 798C (K-20-1930-DBB-3), bidding on July 30, 2020 2:00 PM

Page 2

Bid Results

Line It	ems				
Туре	Item Code	UOM	Qty	Unit Price	Line Total Comment
4	Main Bid (Pipeline Rehabilitation Ref Group	o 846)			
1	Bonds (Payment and Performance)			* 40.000.00	# 40.000.00
	524126	LS	1	\$10,000.00	\$10,000.00
2	Caltrans Encroachment Permit Submittal (EO	С Туре I)			
	237310	AL	1	\$40,000.00	\$40,000.00
3	Sewage Bypass and Pumping Plan (Diversion	Plan)			
	237110	LS	1	\$10,000.00	\$10,000.00
4	Mobilization				
	237110	LS	1	\$15,000.00	\$15,000.00
r					
5	Field Orders (EOC Type II)	Δ1	1	\$60,000.00	\$60,000,00
		AL	1	\$60,000.00	\$60,000.00
6	Asphalt Pavement Repair				
	237310	TON	1	\$1,000.00	\$1,000.00
7	Rubber Polymer Modified Slurry (RPMS) Type	-1			
	237310	SF	500	\$15.00	\$7,500.00
8	Rubber Polymer Modified Slurry (RPMS) Type	11			
	237310	SF	1300	\$15.00	\$19,500.00
9	Rubber Polymer Modified Slurry (RPMS) Type	. 111			
5	237310	SF	800	\$15.00	\$12,000.00
		01	000	φ10.00	φ12,000.00
10	Crack Seal				
	237310	LB	20	\$100.00	\$2,000.00
11	Residential Concrete Driveway				
	237310	SF	500	\$25.00	\$12,500.00
12	Cleaning and Video Inspection of Existing Pipe	elines and Culverts			
	237110	LF	5124	\$4.00	\$20,496.00
13	Video Inspection of Pipelines and Culverts for	Acceptance			
	237110	LF	5124	\$3.00	\$15,372.00
4.4					· · ·
14	Video Recording of Existing Conditions		4	¢4 500 00	¢4 500 00
	238990	LS	1	\$1,500.00	\$1,500.00
15	Sewer Main Cleanout				
	237110	EA	1	\$7,600.00	\$7,600.00

Accelerated Pipeline Rehabilitation Ref 846 and Sewer Group 798C (K-20-1930-DBB-3), bidding on July 30, 2020 2:00 PM

Type 16	Item Code Sewer Node Removal	UOM	Qty	Unit Price	Line Total Comment
	237110	EA	1	\$6,600.00	\$6,600.00
17	Point Repair for Existing Sewer Main (6 Inch)				
	237110	EA	3	\$6,600.00	\$19,800.00
18	Point Repair for Existing Sewer Main (8 Inch)				
	237110	EA	3	\$6,700.00	\$20,100.00
19	Additional Point Repair for Existing Sewer Ma	iin (6 Inch)			
	237110	LF	25	\$60.00	\$1,500.00
20	Additional Point Repair for Existing Sewer Ma	iin (8 Inch)			
	237110	LF	75	\$70.00	\$5,250.00
21	Internal Point Repair for Existing Sewer Main	(8 Inch)			
	237110	EA	3	\$5,000.00	\$15,000.00
22	Rehabilitate Sewer Main (6 Inch)				
	237110	LF	1368	\$50.00	\$68,400.00
23	Rehabilitate Sewer Main (8 Inch)				
	237110	LF	2902	\$55.00	\$159,610.00
24	Rehabilitate Sewer Main (10 Inch)				
	237110	LF	275	\$78.00	\$21,450.00
25	Rehabilitate Sewer Main (21 Inch)				
	237110	LF	579	\$90.00	\$52,110.00
26	Service Lateral Connection				
	237110	EA	56	\$2,000.00	\$112,000.00
27	Rehabilitate Existing Manhole				
	237110	EA	10	\$2,400.00	\$24,000.00
28	Service Lateral Rehabilitation with Cleanout L				
	237110	EA	46	\$3,850.00	\$177,100.00
29	Service Lateral Rehabilitation with Cleanout C				
	237110	EA	5	\$4,150.00	\$20,750.00
30	Service Lateral Rehabilitation with Manually E				\$40.050.00
	237110	EA	3	\$4,350.00	\$13,050.00
31	Service Lateral Rehabilitation with Manually E				A O T OO OO
	237110	EA	2	\$4,850.00	\$9,700.00

Printed 07/30/2020

Accelerated Pipeline Rehabilitation Ref 846 and Sewer Group 798C (K-20-1930-DBB-3), bidding on July 30, 2020 2:00 PM

Printed 07/30/2020

Bid Results

Type 32	Item Code Traffic Control and Working Drawings	UOM	Qty	Unit Price	Line Total Comment
	541330	LS	1	\$4,000.00	\$4,000.00
33	WPCP Development				
	541330	LS	1	\$1,000.00	\$1,000.00
34	WPCP Implementation				
	237310	LS	1	\$1,000.00	\$1,000.00
	Main Bid (Pipeline Rehabilitation Group	798C)		Subtotal	\$966,888.00
35	Bonds (Payment and Performance)				
	524126	LS	1	\$2,500.00	\$2,500.00
36	Sewage Bypass and Pumping Plan (Diversi				
	237110	LS	1	\$2,500.00	\$2,500.00
37	Mobilization				
	237110	LS	1	\$7,500.00	\$7,500.00
38	Field Orders (EOC Type II)				
		AL	1	\$20,000.00	\$20,000.00
39	Video Recording of Existing Conditions				
	238990	LS	1	\$1,500.00	\$1,500.00
40	Cleaning and Video Inspection of Existing P	ipelines and Cu	llverts		
	237110	LF	1815	\$4.00	\$7,260.00
41	Video Inspection of Pipelines and Culverts f	or Acceptance			
	237110	LF	1815	\$3.00	\$5,445.00
42	Point Repair for Existing Sewer Main (8 Inch	ו)			
	237110	EA	4	\$30,100.00	\$120,400.00
43	Additional Point Repair for Existing Sewer M	1ain (8 Inch)			
	237110	LF	75	\$110.00	\$8,250.00
44	Rehabilitate Sewer Main (6 Inch)				
	237110	LF	119	\$110.00	\$13,090.00
45	Rehabilitate Sewer Main (8 Inch)				
	237110	LF	1696	\$35.00	\$59,360.00
46	Service Lateral Connection				
	237110	EA	10	\$2,000.00	\$20,000.00

Accelerated Pipeline Rehabilitation Ref 846 and Sewer Group 798C (K-20-1930-DBB-3), bidding on July 30, 2020 2:00 PM

Page 5

Printed 07/30/2020

Bid Results

Type 47	Item Code Service Lateral Rehab	UOM ilitation with Cleanout Up to 7 ft i	Qty n Depth	Unit Price	Line Total Con	nment
	237110	EA	10	\$3,850.00	\$38,500.00	
48	WPCP Development					
	541330	LS	1	\$1,000.00	\$1,000.00	
49	WPCP Implementation	ı				
	237310	LS	1	\$1,000.00	\$1,000.00	
				Subtotal Total	\$308,305.00 \$1,275,193.00	
Subc	ontractors					
Name	& Address	Description	License Num	CADIR	Amount	Туре
26713	al Coating & Lining Madison Ave a, CA 92532 States	Manhole Rehabilitation	443117	1000013795	\$20,270.00	
510 Ve	Corporation nture Street lido, CA 92029 States	Open Cut	964028	1000000485	\$389,550.00	PQUAL,SLBE,CADIR
	Crystal View Lane , CA 92064	Lateral Rehabilitation	960845	1000010925	\$56,100.00	CAU,MALE,CADIR

Item Num	Section	ltem Code	Description	Reference	Unit of Measure	Quantity	Southwest Pipeline and Trenchless Corp Unit Price	Southwest Pipeline and Trenchless Corp. - Line Total
1	Main Bid (Pipeline Rehabilitation Ref Group 846)	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$10,000.00	\$10,000.00
2	Main Bid (Pipeline Rehabilitation Ref Group 846)	237310	Caltrans Encroachment Permit Submittal (EOC Type I)	2-2.3	AL	1	\$40,000.00	\$40,000.00
3	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	3-12.5.4	LS	1	\$10,000.00	\$10,000.00
4	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Mobilization	7-3.4.1	LS	1	\$15,000.00	\$15,000.00
5	Main Bid (Pipeline Rehabilitation Ref Group 846)		Field Orders (EOC Type II)	7-3.9	AL	1	\$60,000.00	\$60,000.00
6	Main Bid (Pipeline Rehabilitation Ref Group 846)	237310	Asphalt Pavement Repair	301-1.7	TON	1	\$1,000.00	\$1,000.00

7	Main Bid (Pipeline Rehabilitation Ref Group 846)	237310	Rubber Polymer Modified Slurry (RPMS) Type I	302-4.12.4	SF	500	\$15.00	\$7,500.00
8	Main Bid (Pipeline Rehabilitation Ref Group 846)	237310	Rubber Polymer Modified Slurry (RPMS) Type II	302-4.12.4	SF	1300	\$15.00	\$19,500.00
9	Main Bid (Pipeline Rehabilitation Ref Group 846)	237310	Rubber Polymer Modified Slurry (RPMS) Type III	302-4.12.4	SF	800	\$15.00	\$12,000.00
10	Main Bid (Pipeline Rehabilitation Ref Group 846)	237310	Crack Seal	302-15.5	LB	20	\$100.00	\$2,000.00
11	Main Bid (Pipeline Rehabilitation Ref Group 846)	237310	Residential Concrete Driveway	303-5.9	SF	500	\$25.00	\$12,500.00
12	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Cleaning and Video Inspection of Existing Pipelines and Culverts	306-18.7	LF	5124	\$4.00	\$20,496.00
13	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Video Inspection of Pipelines and Culverts for Acceptance	306-18.7	LF	5124	\$3.00	\$15,372.00

14	Main Bid (Pipeline Rehabilitation Ref Group 846)	238990	Video Recording of Existing Conditions	400-1.1.1	LS	1	\$1,500.00	\$1,500.00
15	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Sewer Main Cleanout	306-17.2	EA	1	\$7,600.00	\$7,600.00
16	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Sewer Node Removal	7-3.1	EA	1	\$6,600.00	\$6,600.00
17	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Point Repair for Existing Sewer Main (6 Inch)	500-4.7	EA	3	\$6,600.00	\$19,800.00
18	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Point Repair for Existing Sewer Main (8 Inch)	500-4.7	EA	3	\$6,700.00	\$20,100.00
19	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Additional Point Repair for Existing Sewer Main (6 Inch)	500-4.7	LF	25	\$60.00	\$1,500.00
20	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Additional Point Repair for Existing Sewer Main (8 Inch)	500-4.7	LF	75	\$70.00	\$5,250.00
21	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Internal Point Repair for Existing Sewer Main (8 Inch)	7-3.1	EA	3	\$5,000.00	\$15,000.00

22	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Rehabilitate Sewer Main (6 Inch)	500-12	LF	1368	\$50.00	\$68,400.00
23	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Rehabilitate Sewer Main (8 Inch)	500-12	LF	2902	\$55.00	\$159,610.00
24	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Rehabilitate Sewer Main (10 Inch)	500-12	LF	275	\$78.00	\$21,450.00
25	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Rehabilitate Sewer Main (21 Inch)	500-12	LF	579	\$90.00	\$52,110.00
26	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Service Lateral Connection	501-9	EA	56	\$2,000.00	\$112,000.00
27	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Rehabilitate Existing Manhole	502-8	EA	10	\$2,400.00	\$24,000.00
28	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Service Lateral Rehabilitation with Cleanout Up to 7 ft in Depth	503-6	EA	46	\$3,850.00	\$177,100.00
29	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Service Lateral Rehabilitation with Cleanout Greater than 7 ft in Depth	503-6	EA	5	\$4,150.00	\$20,750.00

30	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Service Lateral Rehabilitation with Manually Excavated Cleanout Up to 7 ft in Depth	503-6	EA	3	\$4,350.00	\$13,050.00
31	Main Bid (Pipeline Rehabilitation Ref Group 846)	237110	Service Lateral Rehabilitation with Manually Excavated Cleanout Greater than 7 ft in Depth	503-6	EA	2	\$4,850.00	\$9,700.00
32	Main Bid (Pipeline Rehabilitation Ref Group 846)	541330	Traffic Control and Working Drawings	601-7	LS	1	\$4,000.00	\$4,000.00
33	Main Bid (Pipeline Rehabilitation Ref Group 846)	541330	WPCP Development	1001-4.2	LS	1	\$1,000.00	\$1,000.00
34	Main Bid (Pipeline Rehabilitation Ref Group 846)	237310	WPCP Implementation	1001-4.2	LS	1	\$1,000.00	\$1,000.00
							Subtotal	\$966,888.00
35	Main Bid (Pipeline Rehabilitation Group 798C)	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$2,500.00	\$2,500.00
36	Main Bid (Pipeline Rehabilitation Group 798C)	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	3-12.5.4	LS	1	\$2,500.00	\$2,500.00

37	Main Bid (Pipeline Rehabilitation Group 798C)	237110	Mobilization	7-3.4.1	LS	1	\$7,500.00	\$7,500.00
38	Main Bid (Pipeline Rehabilitation Group 798C)		Field Orders (EOC Type II)	7-3.9	AL	1	\$20,000.00	\$20,000.00
39	Main Bid (Pipeline Rehabilitation Group 798C)	238990	Video Recording of Existing Conditions	400-1.1.1	LS	1	\$1,500.00	\$1,500.00
40	Main Bid (Pipeline Rehabilitation Group 798C)	237110	Cleaning and Video Inspection of Existing Pipelines and Culverts	306-18.7	LF	1815	\$4.00	\$7,260.00
41	Main Bid (Pipeline Rehabilitation Group 798C)	237110	Video Inspection of Pipelines and Culverts for Acceptance	306-18.7	LF	1815	\$3.00	\$5,445.00
42	Main Bid (Pipeline Rehabilitation Group 798C)	237110	Point Repair for Existing Sewer Main (8 Inch)	500-4.7	EA	4	\$30,100.00	\$120,400.00
43	Main Bid (Pipeline Rehabilitation Group 798C)	237110	Additional Point Repair for Existing Sewer Main (8 Inch)	500-4.7	LF	75	\$110.00	\$8,250.00

44	Main Bid (Pipeline Rehabilitation Group 798C)	237110	Rehabilitate Sewer Main (6 Inch)	500-12	LF	119	\$110.00	\$13,090.00
45	Main Bid (Pipeline Rehabilitation Group 798C)	237110	Rehabilitate Sewer Main (8 Inch)	500-12	LF	1696	\$35.00	\$59,360.00
46	Main Bid (Pipeline Rehabilitation Group 798C)	237110	Service Lateral Connection	501-9	EA	10	\$2,000.00	\$20,000.00
47	Main Bid (Pipeline Rehabilitation Group 798C)	237110	Service Lateral Rehabilitation with Cleanout Up to 7 ft in Depth	503-6	EA	10	\$3,850.00	\$38,500.00
48	Main Bid (Pipeline Rehabilitation Group 798C)	541330	WPCP Development	1001-4.2	LS	1	\$1,000.00	\$1,000.00
49	Main Bid (Pipeline Rehabilitation Group 798C)	237310	WPCP Implementation	1001-4.2	LS	1	\$1,000.00	\$1,000.00
							Subtotal	\$308,305.00
							Total	\$1,275,193.00