

City of San Diego

CONTRACTOR'S NAME: Burtech Pipeline, Incorporated
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TELEPHONE NO.: 760-634-2822 FAX NO.: 760-634-2415
CITY CONTACT: ELEIDA FELIX YACKEL, Contract Specialist, Email: EFelixYackel@sandiego.gov
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MLiaghat/BDoringo/egz

CONTRACT DOCUMENTS

FOR ORIGINAL



SEWER GROUP 798

VOLUME 1 OF 2

BID NO.: K-15-6289-DBB-3
SAP NO. (WBS/IO/CC): B-00399
CLIENT DEPARTMENT: 2011
COUNCIL DISTRICT: 1
PROJECT TYPE: JA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

**2:00 PM
JUNE 16, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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

M. C. Niemi
For City Engineer

5/4/15
Date

Seal



TABLE OF CONTENTS

DESCRIPTION	PAGE NUMBER
1. NOTICE INVITING BIDS.....	4
2. CONTRACT FORMS AGREEMENT:	
1. Contract Forms.....	18
3. CONTRACT FORMS ATTACHMENTS:	
1. Performance Bond and Labor and Materialmen's Bond.....	21
2. Drug-Free Workplace.....	23
3. American with Disabilities Act (ADA) Compliance Certification	24
4. Contractor Standards - Pledge of Compliance Certificate	25
5. Affidavit of Disposal Certificate	26
4. ATTACHMENTS:	
A. SCOPE OF WORK.....	28
B. PHASED FUNDING PROVISIONS.....	30
C. EQUAL OPPORTUNITY CONTRACTING PROGRAM	33
D. INTENTIONALLY LEFT BLANK.....	37
E. SUPPLEMENTARY SPECIAL PROVISIONS	38
SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES.....	63
1. Appendix A - Notice of Exemption	64
2. Appendix B - Fire Hydrant Meter Program	66
3. Appendix C - Materials Typically Accepted by Certificate of Compliance	80
4. Appendix D - Sample City Invoice	82
5. Appendix E - Location Maps for Sewer Group 798.....	84
6. Appendix F - Adjacent Projects Table & Map.....	95
7. Appendix G - Sewer Mains and Laterals Rehabilitation Sample Data Templates	98
8. Appendix H - Mains Sewer Rehab.....	101
9. Appendix I - Sewer Cleanouts and Manholes	104
10. Appendix J - Laterals Sewer Rehab	106
11. Appendix K - Television Inspection Reports and Sample Formats, Codes	112
12. Appendix L - Sample Door Hanger	118
13. Appendix M - Sewer Lateral Video Lined to Date Template	120
14. Appendix N - As-Builts Samples	122
15. Appendix O - Moratorium Dates.....	124
16. Appendix P - Sample Archaeology Invoice	126
17. Appendix Q - Sample Notice	129
F. INTENTIONALLY LEFT BLANK.....	131

CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracts at the location, time, and date shown on the cover of these specifications for performing work on **Sewer Group 798** (Project).
2. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
3. **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.
4. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 4.1. 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	5.0%
2. ELBE participation	10.3%
3. Total mandatory participation	15.3%
 - 4.2. The Bidders are **required** to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <http://www.sandiego.gov/eoc/>
 - 4.3. The Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions:
 - 4.3.1. Attending the Pre-Bid Meeting.
 - 4.3.2. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
 - 4.3.3. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc

(CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

4.2. For additional Equal Opportunity Contracting Program requirements, see Attachment C.

5. **PRE-BID MEETING:**

5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracts Conference Room, at 1010 Second Avenue 14th Floor, San Diego, CA 92101 at **10:00 AM**, on **MAY 26, 2015**.

5.2. **The Pre-Bid Meeting has been designated as MANDATORY. All potential bidders are required to attend.** Bid will be declared **non-responsive** if the Bidder fails to attend the Pre-Bid Meeting when specified to be mandatory. Attendance at the Pre-Bid Meeting will be evidenced by the representative's signature on the attendance roster. It shall be the responsibility of the Bidder's representative to complete and sign the attendance roster. **No Bidder will be admitted after the specified start time of the mandatory Pre-Bid Meeting.**

5.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

6. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**

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

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

6.2. 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.

7. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.

8. **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.

8.1. 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.

8.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

8.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

8.2. 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.

8.3. 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.

8.3.1. For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

- 8.4. 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.
- 8.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 8.6. 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.
- 8.7. 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.”
- 8.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.
- 8.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
- 8.9.1.** 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.

9. INSURANCE REQUIREMENTS:

- 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award letter.
- 9.2. Refer to sections 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. PREQUALIFICATION OF CONTRACTORS:

- 10.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of 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 will be deemed **non-responsive** and ineligible for award. Complete information and prequalification questionnaires are available at:

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

- 10.2. The completed application must be submitted online to the Public Works Contracts, Prequalification Program no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 10.3. As a result of the City’s fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors’ prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

11. 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”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05

Title	Edition	Document Number
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

12. **CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
13. **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.
14. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
16. **AWARD PROCESS:**
- 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 16.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
17. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.

- 18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- 19. SUBMISSION OF QUESTIONS:**
- 19.1.** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:
- Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: [Contract Specialist listed on the front cover hereof]
- OR:
- Email address of the Contract Specialist listed on the front cover hereof.
- 19.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 19.3.** Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 19.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- 20. ELIGIBLE BIDDERS:** 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.
- 21. 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 with the Notice Inviting Bids and Contract forms.
- 22. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

- 22.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 22.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 22.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 22.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

23. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):

- 23.1. 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% total bid amount.
- 23.2. 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.
- 23.3. 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.
- 23.4. A Bid received without the specified bid security may be rejected as **non-responsive**.

24. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 24.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 24.2. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 24.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 24.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of

written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

- 24.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracts no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- 24.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 24.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 24.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

25. BID RESULTS:

- 25.1. The Bid opening by the City 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 public announcement will be posted in the City's web page <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.
- 25.2. To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

26. THE CONTRACT:

- 26.1. 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.
- 26.2. 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.

- 26.3. 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.
- 26.4. 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.
- 26.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. 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.
27. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
28. **CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 28.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 28.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 28.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 28.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 28.5. 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.

28.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

28.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

29. PRE-AWARD ACTIVITIES:

29.1. The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

29.2. If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

30. PHASED FUNDING:

For additional Phased Funding Provisions, see Attachment B.

31. REQUIRED DOCUMENT SCHEDULE:

31.1. 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.

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING	ALL BIDDERS	SLBE Good Faith Efforts Documentation
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
11.	WITHIN 5 WORKING DAYS OF THE BID OPENING DATE	3 APPARENT LOW BIDDERS	Contractor's Experience and Past Project Documentation. See Section 500
12.	WITHIN 5 WORKING DAYS OF THE BID OPENING DATE	3 APPARENT LOW BIDDERS	<ul style="list-style-type: none"> • Manufacturer Certification per Section 500-1.1.2.1
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Phased Funding Schedule Agreement (when required)
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Pre-Award Schedule (Phased Funded Contracts Only)
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
21.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
22.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
23.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS
AGREEMENT

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and BURTECH PIPELINE, INCORPORATED, herein called "Contractor" for construction of **Sewer Group 798**; Bid No. **K-15-6289-DBB-3**, in the amount of ONE MILLION TWO HUNDRED AND FORTY SEVEN THOUSAND DOLLARS 00/100 (\$1,247,000.00), which is comprised of the Base Bid alone.

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 Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement.
 - (e) That certain documents entitled **Sewer Group 798**, on file in the office of the Public Works Department as Document No. **B-00399**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Sewer Group 798**, Bid Number **K-15-6289-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

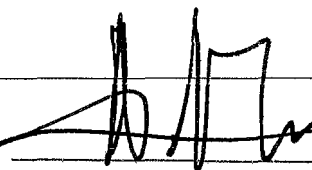
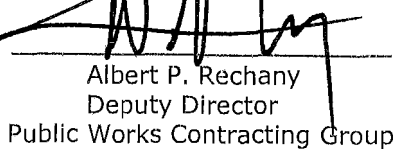
CONTRACT FORMS (continued)


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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

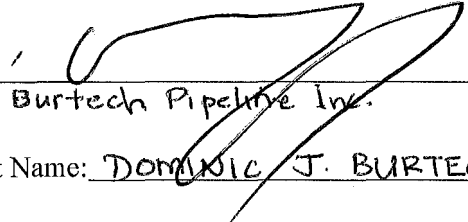
By:  Albert P. Rechany
By:  Albert P. Rechany
Deputy Director
Public Works Contracting Group

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

Date: 8/13/15

Date: 8/14/15

CONTRACTOR

By:  Burtech Pipeline Inc.
Print Name: DOMINIC J. BURTECH
Title: PRESIDENT & CEO

Date: 07/07/2015

City of San Diego License No.: B1996002060

State Contractor's License No.: 718202

**CONTRACT FORMS
ATTACHMENTS**

CONTRACT FORMS ATTACHMENTS
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

BURTECH PIPELINE, INCORPORATED _____, a corporation, as principal, and
NORTH AMERICAN SPECIALTY INSURANCE COMPANY _____, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of
ONE MILLION TWO HUNDRED AND FORTY SEVEN THOUSAND DOLLARS 00/100
(\$1,247,000.00) for the faithful performance of the annexed contract, and in the sum of ONE
MILLION TWO HUNDRED AND FORTY SEVEN THOUSAND DOLLARS 00/100
(\$1,247,000.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Sewer Group 798**,
Bid Number **K-15-6289-DBB-3**, 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 Chapter 3 of Division 5
of Title I of the Government Code of the State of California or under the provisions of Section 3082
et seq. 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.

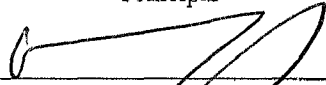
CONTRACT FORMS ATTACHMENTS (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated JULY 6, 2015

Approved as to Form

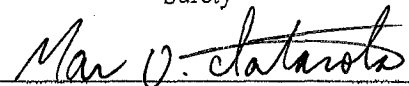
BURTECH PIPELINE, INCORPORATED
Principal

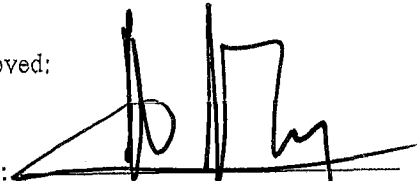
By 

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

Jan I. Goldsmith, City Attorney
By 
Deputy City Attorney

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
Surety

By 
MARK D. IATAROLA, Attorney-in-fact

Approved:
By: 
Albert P. Rechany
Deputy Director
Public Works Contracting Group

6 HUTTON CENTRE DRIVE, SUITE 850
Local Address of Surety

SANTA ANA, CA 92707
Local Address (City, State) of Surety

714/550-7799
Local Telephone No. of Surety

PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE
Premium \$ 9,718.00

Bond No. 2200115

California Acknowledgment Form

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

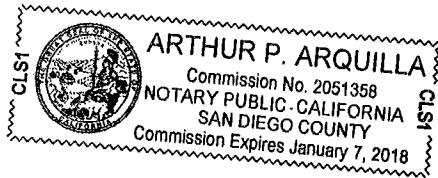
State of California }
County of San Diego } ss.

On 7/7/18 before me, **Arthur P. Arquilla, Notary Public**
(here insert name and title of the officer)
personally appeared Dominic Buteck

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.

Seal



WITNESS my hand and official seal.

Arthur P. Arquilla
Signature of Notary

Optional Information

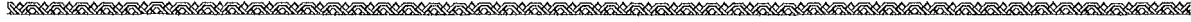
To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: _____ # of Pages: _____

Notes

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)
County of SAN DIEGO)

On 7/6/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature *Michelle M. Basuil*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

GLEND A. J. ROONEY, and MARK D. IATAROLA

JOINTLY OR SEVERALLY

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

FIFTY MILLION (\$50,000,000.00) DOLLARS

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

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

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



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



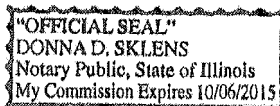
By David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of May, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 9th day of May, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Donna D. Sklens
Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6TH day of JULY, 2015.

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Sewer Group 798

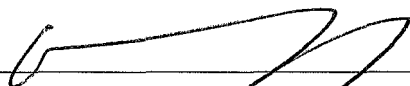
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

BURTECH PIPELINE INCORPORATED

(Name under which business is conducted)

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.

Signed _____



Printed Name DOMINIC J. BURTECH

Title PRESIDENT & CEO

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Sewer Group 798

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

BURTECH PIPELINE INCORPORATED

(Name under which business is conducted)

has in place a 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.

Signed

Printed Name

DOMINIC J. BURTECH

Title

PRESIDENT & CEO

CONTRACTOR CERTIFICATION


CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Sewer Group 798

I declare under penalty of perjury that I am authorized to make this certification on behalf of Burtech Pipeline Incorporated, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 7th Day of July, 2015.

Signed 
Printed Name DOMINIC J. BURTECH
Title PRESIDENT & CEO

AFFIDAVIT OF DISPOSAL

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

Sewer Group 798

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-15-6289-DBB-3**; SAP No. (WBS/IO/CC) **B-00399**; 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 _____, _____.

_____ Contractor

by

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

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The proposed scope of work for this project is approximately 11,894 LF (2.25 miles) of existing VC sewer mains which have been identified as candidates for rehabilitation per Public Utilities Department's standards. The project also includes point repairs, manhole replacement, manhole rehabilitation, sewer main cleanouts, and rehabilitation of existing sewer laterals.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids, inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$1,585,000.00**.
3. **LOCATION OF WORK: The location of the Work is as follows:**

Refer to Appendix "E".
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **220 Working Days**.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
 - 5.1. The City has determined the following licensing classification for this contract:
 - CLASS A

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PHASED FUNDING:

- 1.1. For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- 1.2. The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- 1.3. If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, then within 5 Working Days after receiving notice, the next Apparent Low Bidder must provide the Pre-Award Schedule. This process will continue until the City has selected the Apparent Low Bidder or have decided to reject all Bids.
- 1.4. The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Within 22 Working Days from the date of the Bid Opening or notice to the next Apparent Low Bidder (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to you when you are selected as the Apparent Low Bidder as defined in the City's Municipal Code, §22.3003.
- 1.5. At the City's request, you must meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss his or her comments and requests for revision to the Pre-Award Schedule.
- 1.6. Your failure to perform the following may result in the Bid being rejected as **non-responsive**:
 1. meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 2. revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 3. execute the first Phased Funding Schedule Agreement within a day after receipt.

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

- First Phased Funding Schedule Agreement
 Final Phased Funding Schedule Agreement

NOTE: THIS IS A SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM. Particulars left blank in this sample, the total number of phases, and the amounts assigned to each phase will be filled with funding specific information as the result of the Pre-Award Schedule, and subsequent Schedules, required by these Bid Documents and approved by the City.

BID NUMBER: _____

CONTRACT OR TASK TITLE: _____

CONTRACTOR: _____

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1				\$
	<u>Additional phases to be added</u>			
	<u>to this form as necessary.</u>			
Total				\$

Notes:

- (1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- (3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Project Manager

Department Name: _____

Title: _____

Date: _____

Date: _____

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its entirety, and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, 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 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.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

1. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

ATTACHMENT D
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ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
 - 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).
-

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

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplement, ADD the following:

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

SECTION 2 - SCOPE AND CONTROL OF WORK

2-3.2 Self Performance. DELETE in its entirety and SUBSTITUTE with the following:

1. You must perform, with your own organization, Contract work amounting to at least 30% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

2-5.3.1 General. To the City Supplement, ADD the following

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City’s submittal form.

The Product Submittal Form is available for download at:

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

2-9.1 Permanent Survey Markers. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that “control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control” until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

The Contractor shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. The Agency (or the owner on a Private Contract) will:

- a) set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
- b) file a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and
- c) file a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

2-14.3 Coordination. To the City Supplement, ADD the following:

Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Sewer Group 798. See Appendix "F" for approximate location. Coordinate the Work with the adjacent projects as listed below:

- a) Sewer Rehab W-1, M. Liaghat, 619-533-5192
- b) Sewer Rehab Y-1, D. Tittle, 619-533-7468
- c) FY 15 Overlay Group, Ikhlass Shamoun, 619-527-7511

SECTION 4 - CONTROL OF MATERIALS

4-1.3.6 Preapproved Materials. To the City Supplement, ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

4-1.6 Trade Names or Equals. ADD the following:

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no less 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 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-2.1 Moratoriums. To the City Supplement, ADD the following:

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed in Contract Document Appendix O.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

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

7-3.1 Policies and Procedures.

1. You must 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 must 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. Payment for insurance is included in the various items of Work as bid by you, and 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 must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance must 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 must 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 must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

1. You must 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 must be outside the limits of the policy.

7-3.2.3 Contractors Pollution Liability Insurance.

1. You must procure and maintain at your expense or require 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 must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
3. For approval of a substitution of Subcontractor's insurance, you must 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 must not exceed \$25,000 per claim.
4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must 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 must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must 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 must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

7-3.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

- a) You must 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.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must 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.

- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must 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 must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit. The policy or policies must 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 must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

- a) The policy or policies must 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 must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- b) 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 is 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 must be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies must 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 must be in excess of your insurance and must not contribute to it.

7-3.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must 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 must provide cross-liability coverage.

7-3.6 Deductibles and Self-Insured Retentions. You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

7-3.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

7-3.8 Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

7-3.9 Excess Insurance. Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

7-4 WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

- 1. In accordance with the provisions of §3700 of the California Labor Code, you must 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 must be not less than the following:

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

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require 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 must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-8.6 Water Pollution Control. ADD the following:

1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.

7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 3/4".

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

7-16 COMMUNITY LIAISON. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

1. To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.

2. The Contractor will perform the community outreach activities required throughout the Contract Time.
3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project. Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDSHare site:

<http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx>.

4. The Contractor shall execute the Information Security Policy Acknowledgement Form - For Non-City Employees within 15 days of the award of the Contract if:
 - a) The contact information for the Contractor is made available on any outreach materials or;
 - b) The Contractor will be the primary point of contact to resolve project related inquiries and complaints.
5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDSHare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDSHare site within 24 hours.

Copies of email communications shall be saved on to the City's SDSHare site as individually as an Outlook Message Format (*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

6. **When specified**, present your Exclusive Community Liaison to the Engineer, in writing, within 15 days of the award of the Contract.

7-16.1.2 **Quality Assurance.**

1. During the course of community outreach, the Contractor shall ensure the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.), on behalf of the Contractor:

- a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing,
- b. Possess and display easily verifiable and readable personal identification that identifies the person as an employee of the Contractor,
- c. Have the interpersonal skills to effectively, professionally, and tactfully represent the project, Contractor, and City to the public.

7-16.1.3 Submittals.

1. The Contractor shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a. Prior to distributing or mailing, the Contractor shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval. Submit a PDF copy of the approved door hangers to the Engineer.
 - b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.
2. The Contractor will use the City's SDSShare site to identify and summarize communications (via phone, in person, and email) with the public the within 24 hours of receipt, even if the Contractor's response to the individual is still incomplete. The Contractor will upload to the City's SDSShare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with section 7-10.6.2.
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet radius of the Project, of construction activities and utility service interruptions not less than 5 days in advance.
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 5 days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.

- b. Within 5 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. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
 5. Door Hanger Material: The Contractor shall use Blanks/USA brand, Item Number DHJ5B6WH, 1 ¼" Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
 6. Mailed Notice Material: The Contractor shall use Cougar by Domtar, Item Number 2834 or approved equal.
 7. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
 8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
2. The Contractor shall provide updates on construction impacts to the Resident Engineer. The Contractor shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
3. The Contractor shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
4. At the request of the Resident Engineer, the Contractor shall attend and participate in project briefings at community meetings.
5. The Contractor shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

7-16.2.3

Communications with Media.

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
3. In the event media representatives arrive near or on the construction site(s), the Contractor shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.
4. The Contractor shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
5. If the City allows members of the media to access a construction site, the Contractor shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
6. The Contractor shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
7. The Contractor has a right to speak to members of the media about its company and its role on the project. All other questions shall be referred to the City.

7-16.3

Exclusive Community Liaison Services. If directed to conduct Exclusive Community Liaison Services, the Contractor shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be to implement 7-16.2 , "Community Outreach Services" and as follows:

1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
2. Prepare and present of materials in coordination with the Resident Engineer.
3. Respond to community questions and complaints related to Contractor activities.
4. Write, edit, update, or produce brochures, pamphlets and news releases.
5. Provide standard telephone inquiries and e-mail responses:
 - a) Respond to telephone calls and e-mails from the public.
 - b) Record calls and e-mails on the City's SDSShare site.

6. Provide a monthly summary report of all inquiries and complaints, including the name of the person, source of inquiry (via information line or email), phone number, address, date, and time of inquiry, who responded, and a summary of resolutions or pending resolutions to the Resident Engineer.
7. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
8. Attendance at pre-construction, community and stakeholders meetings.

7-16.3.2 Exclusive Community Liaison Work Plan. The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) **as specified** within 15 days of the Award of the Contract.

7-16.4 Payment. The Payment for the Community Outreach Service is included in the various Bid items. The payment for exclusive community liaison is in the bid item for “Exclusive Community Liaison Services.”

7-20 ELECTRONIC COMMUNICATION. ADD the following:

Virtual Project Manager will be used on this contract.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2.5 Withholding of Payment. To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, “PAYROLL RECORDS” and 2-16, “CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.”

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 203 – BITUMINOUS MATERIALS

203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15	RUBBER POLYMER MODIFIED SLURRY (RPMS)	203-16

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15.1	General	203-16.1
203-15.2	Materials	203-16.2
203-15.3	Composition and Grading	203-16.3
203-15.4	Mix Design	203-16.4

ADD the following:

RPMS shall be used on this contract.

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

209-6.4 Induction Cobra Head Luminaire. To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
209-6.4.7	Luminaire Identification	209-6.4.8
209-6.4.8	Photometric Documentation	209-6.4.9
209-6.4.9	Quality Assurance	209-6.4.10

SECTION 300 – EARTHWORK

300-1.4 Payment. To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

2. Payment for existing pavement removal and disposal of up to 12” thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

SECTION 302 – ROADWAY SURFACING

302-3 PREPARATORY REPAIR WORK. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

302-3 PREPARATORY REPAIR WORK.

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.

2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2” for Residential streets, and a minimum depth of 3” for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2” for residential streets, and a minimum of 3” for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10” below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, “Crushed Aggregate Base.”
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, “Crushed Miscellaneous Aggregate Base.”
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 “Tack Coat.”
7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, “ASPHALT CONCRETE PAVEMENT.” Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, “ASPHALT CONCRETE.”
8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 “Density and Smoothness.” After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4” wide continuous band of SS-1H.
10. The minimum dimension for each individual repair shall be 4’ x 4’ and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, “SUBGRADE PREPARATION.”
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, “Crushed

Aggregate Base.” Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, “Crushed Miscellaneous Base.”

- c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
- d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, “Tack Coat” before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½” per 302-5.6.2, “Density and Smoothness”. These areas are generally smaller and more isolated than those areas in need of mill and pave.
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, “Tack Coat”.
7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4” wide continuous band of SS-1H.
9. Base repairs shall not exceed 20% RAP in content.

302-3.2 Payment.

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and

no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.

2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

302-5.1.1 Damaged AC Pavement Replacement. To the City Supplement, DELETE in its entirety.

302-5.1.2 Measurement and Payment. To the City Supplement, DELETE in its entirety.

302-5.2.1 Measurement and Payment. To the City Supplement, item c), ADD the following:
Imported Subgrade material shall be paid per bid item "Imported Backfill".

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS. To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

306-1.6 Basis of Payment for Open Trench Installations. ADD the following:

Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

306-1.8.3 Polyurethane Lining. To the City Supplement, item 5, DELETE in its entirety

SECTION 500 – PIPELINE

500-1.1.1 General. To the City Supplement, (1) (a), ADD the following:

The felt and resin system shall be selected from those listed in the City’s approved material list.

500-1.1.2.1 Initial Submittals. To the City Supplement, ADD the following:

Within 5 Working Days of the Bid opening date, the three apparent low bidders shall submit the following:

- Contractor’s Experience; past project documentation
- Manufacturer Certification
- Authorize Installer Certificates

500-1.1.5 Video Inspection. To the City Supplement, after the last paragraph, ADD the following:

During the pre-installation video the contractor must identify all existing protruding laterals with the existing main and trim them flush to the main prior to rehabilitation. The cost of trimming the existing laterals will be included in the pipe rehabilitation bid item.

500-1.1.9 Measurement and Payment. Third Paragraph, DELETE in its entirety.

500-1.2.4 Sewer Bypassing and Dewatering. DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents, the Contractor shall bypass the sewer flow around the Work and dewater the Site in conformance with 704, “SEWAGE SPILL PREVENTION” and 705-2.1, “General.”

500-1.6 Service Laterals. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

500-1.6 Service Lateral Rehabilitation.

500-1.6.1 General.

- a) The rehabilitation shall be accomplished using a fabric or fiberglass tube of particular length and a thermoset resin with physical and chemical properties appropriate for the application without excavation and disturbing surface improvements. The tube is vacuum impregnated with the resin. Access to an upstream end of the service lateral is made by excavation in the public right of way. Installation of the resin-impregnated tube into the service lateral may be performed either by Type A inversion in accordance with ASTM F1216 or by Type B pull-in in accordance with ASTM F 1743, and may be performed from either the mainline or the excavated end of the lateral.
- b) The cured-in-place liner shall extend the entire length of the lateral from the access point to the mainline. The liner shall be extended sufficiently to create a water tight seal at the main and the liner interface. Once the tube or resin composite is cured, the installation equipment shall be removed and the protruding end in the collector shall be cut using a robotic cutting device. A sewer cleanout in accordance with the Standard Drawing SDS-102 "Sewer Lateral Cleanout (In Driveway, Paved Alley, Sidewalk, or Other Area Subject to Traffic)" or SDS-103 "Sewer Lateral Cleanout Outside Traveled Way" shall be installed at the access point and properly backfilled.

A lateral rehabilitation including the installation of lateral cleanout and backfill process should be completed within 15 Working Days.

- c) The liner shall be extended sufficiently to create a water tight seal at the main and the liner interface.
- d) If there is a SLC in place, then the cured-in-place lateral liner shall have a minimum overlap of 2" over the previously installed SLC sewer main lateral connection.

500-1.6.2 Material.

- a) The tube shall consist of one or more layers of flexible needled felt, or an equivalent material. Where the tube is fabricated from non woven felt, the longitudinal and circumferential joints are made up by seal bonding. The tube shall be capable of conforming to bends, off-set joints, bells, and disfigured pipe sections. The resin and catalyst system as designed for the specific application shall meet the chemical resistance requirements of 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)."
- b) The composite of the materials above shall, upon installation inside the host pipe, shall exceed the minimum test standards specified in Table 500-1.4.2 (A).
- c) The thickness of the lateral lining shall be not less than 0.12 inches (3 mm) and not more than 0.18 inches (4.5 mm) for laterals up to and including 8" in diameter. The thickness of the lateral lining shall be in accordance with Table 500-1.1.1.1[A] for laterals larger than 8" in diameter.

500-1.6.3**Installation Procedures (ASTM F1216-98 and ASTM F1743).**

- a) The Property Owner of the lateral being reconstructed shall be informed, and the flow stopped, for the period of reconstruction work.
- b) The Contractor shall excavate an access pit at the appropriate upstream point on the service lateral in accordance with the reconstruction length determined by the Engineer.
- c) The Contractor shall always clean and color video the lateral line immediately prior to reconstruction and determine the structural condition of the pipeline. Roots, debris, and protruding service connections shall be removed prior to reconstruction.
- d) The tube shall be inspected for torn or frayed sections. The tube in good condition shall then be vacuum impregnated with the thermoset resin.
- e) No open pans or uncontrolled open-air pouring of resin shall be allowed during tube saturation. Resin shall be contained within the inflation bladder during vacuum impregnation and insertion. The Contractor shall ensure that no public property is exposed to contamination by liquid resin compounds or components.
- f) The saturated tube along with the inflation bladder shall be inserted into the installation equipment and the end closed. The entire installation equipment shall be placed in the pipe access pit and aligned with the exposed end of the pipe.
- g) The resin and tube shall be completely protected during the placement. The resin shall not be contaminated or diluted by exposure to dirt, debris, or water during the placement.
- h) The tube shall be installed from the installation equipment by controlled air, water or steam pressure as in accordance with manufacturer instructions. The installation shall be stopped when the tube extends the entire length of the lateral section to be lined. The tube is held tightly in place against the wall of the host pipe by the pressure until the cure is complete.
- i) When the curing process is complete, the pressure is released and the inflation bladder reverted back into the installation equipment and removed from the pit.
- j) No barriers, coatings, or any material other than the cured tube or resin composite specifically designed for desirable physical and chemical resistance properties shall be left in the host pipe. Any materials used in the installation other than the cured tube or resin composite shall be removed.
- k) Any cured tube or resin composite pipe left protruding from the service connection shall be trimmed back using a hydraulic-powered robotic cutting device specifically designed for cutting cured-in-place pipe made from these materials.
- l) A second color video inspection shall be performed to verify the proper cure of the material, the proper trim of service connection, and the integrity of the seamless pipe.
- m) The bypass pumping system shall be removed and the sewer flows restored to normal flow conditions. The service lateral pipes shall be coupled together. The excavation shall be properly backfilled. The property owner of the service connection shall be informed when the Work is complete.

500-1.6.4 **Deviations.** If pre-installation inspection reveals conditions in the service lateral to be substantially different than those used in the design of wall thickness, tube construction, tube length, or resin system; then the Contractor shall correct the situation as approved by the Engineer.

500-1.6.5 **Acceptance.** Upon completion, the Contractor shall deliver the video records and written reports to the Engineer. The Engineer shall review the documentation and the Site to determine if the Work is complete and the work may be accepted.

500-1.6.6 **Payment.**

- a) Payment for the Work covered under 500-1.6, "Service Laterals Rehabilitation" shall be made per each lateral.
- b) The payment for the installation of a sewer cleanout at the access point and televising of the service laterals shall be included in the payment for lateral rehabilitation.

Service Lateral Lining with Cleanout up to 7 Feet in Depth
Service Lateral Lining with Cleanout Greater than 7 Feet in Depth

- c) Payment for in-situ point repairs shall be included in the bid price for in-situ point repairs and paid for in accordance with 500-1.1.9, "Measurement and Payment" and 500-1.2.7, "Payment."

500-1.7.10 **Payment.** To the City Supplement, DELETE in its entirety.

500-1.10.7 **Payment.** To the City Supplement, DELETE in its entirety.

500-1.13.10 **Payment.** To the City Supplement, DELETE in its entirety.

500-4 **SERVICE LATERAL CONNECTION SEALING.** DELETE in its entirety and SUBSTITUTE with the following:

500-4 **SERVICE LATERAL CONNECTION (SLC) SEALING.**

500-4.1 **General.**

1. SLC is the interface of the house sewer lateral with the main sewer. SLC to rehabilitated sanitary sewer lines shall be sealed, normally without excavation, by the installation of a resin-impregnated, flexible, felt tube or fiberglass tube installed into the existing service lateral. The tube shall form a "tee" section with a full lap inside the main pipe and shall extend continuously from the sewer main into the lateral for a minimum of 4". SLC may be a combination of "tees" or "wyes" of varying angle. The resin shall be cured to form the tube into a hard impermeable pipe-within-a-pipe. When cured, the SLC shall seal the connection of the lateral to the mainline in a continuous tight-fitting, watertight pipe-within-a-pipe to eliminate any visible leakage between the lateral and mainline and shall provide a leak-proof seal designed for a minimum 50-year life to prevent root intrusion, infiltration, and exfiltration between a liner and a host pipe.
2. Prior to cleaning and pre-rehab video inspection, the Contractor shall submit a detailed operational plan for the proposed cleaning of all roots inside the pipe and around the service connection for the Engineer's approval. After cleaning, the Contractor shall proceed with lining of the pipe and reinstating all live

service connections. The service connection openings shall conform to the shape and the size of the inside diameter of the existing service connection. Contractor shall use a wire brush or other methods and equipment as recommended by other lining system providers, or other approved means and methods to provide a smooth opening for connecting the lateral to the newly lined pipeline.

3. The Contractor shall trim all protruding laterals which interfere with the lining installation, as flush with the pipe interior as practicable.

500-4.2 Reference Specification. This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof and shall meet the chemical resistance requirements of section 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)."

500-4.3 General Corrosion Requirements.

- a) The finished SLC product shall be fabricated from materials which when cured shall be chemically resistant to withstand internal exposure to domestic sewage and shall meet the chemical resistance requirements of 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)" and Table 210-2.4.1 (A).
- b) The SLC product shall be compatible with the lining system materials utilized in the main sewer line.

500-4.4 SLC Materials.

- a) A flexible, felt tube shall be fabricated to neatly fit the internal circumference of the conduit specified by the City. Allowance shall be made for circumferential stretching during insertion.
- b) The SLC connection shall extend minimum 4" from the mainline into the lateral.
- c) The Contractor shall furnish a specially designed, unsaturated polyester or vinyl ester resin, and catalyst system compatible with the SLC process that provides cured physical strengths specified herein.

500-4.5 Physical Properties.

- a) The cured SLC shall conform to the minimum structural standards as listed in Table 500-1.4.2 (A).
- b) No cured-in-place pipe rehabilitation technology shall be allowed that requires bonding to the existing pipe for any part of its structural strength.
- c) Design methods are to be derived for various loading parameters and modes of failure. Equations shall be modified to include deformation in the shape of an oval as a design parameter. The design method shall be submitted to the Engineer for approval prior to the Pre-construction Meeting.

500-4.6 Installation Preparation.

- a) The Contractor shall remove internal debris out of the sewer line.
- b) Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions

which may prevent proper installation of the SLC into the pipelines, and it shall be noted so that these conditions can be corrected. A color video and suitable log shall be kept for later reference by the City.

- c) The Contractor, when required, shall provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for SLC is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow without service interruption. The bypass systems shall be approved in advance by the City.
- d) The service lateral shall be inactive during the time of installation.
- e) The Contractor shall clear the line of obstructions that prevent the insertion of the SLC material. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, the Contractor shall make an external point repair excavation to uncover and remove the obstruction. The Contractor shall inform the Engineer prior to the commencement of the Work.
- f) The mainline pipe opening shall be prepared to accept the SLC and the mainline rehabilitated pipe shall be maximized to obtain the best possible connection.
- g) The transition from the mainline pipe to the service lateral shall be smooth and continuous to provide adequate support for the SLC during installation and cure.

500-4.7

SLC Installation.

- a) The resin impregnated tube shall be loaded inside a pressure apparatus. The pressure apparatus, attached to a robotic device, shall be positioned in the mainline pipe at the service connection. The robotic device, together with a television camera, shall be used to align the SLC repair with the service connection opening. Air pressure, supplied to the pressure apparatus through an air hose, shall be used to invert the resin impregnated SLC into the lateral pipe. The inversion pressure shall be adjusted to fully invert the SLC into the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process not to over-stress the tube.
- b) The pressure apparatus shall include a bladder which shall inflate in the mainline pipe, effectively seating the SLC repair against the service connection.
- c) After inversion or pull in is completed, recommended pressure is maintained on the impregnated tube for the duration of the curing process. Curing method shall be compatible with the resin selected. An ultraviolet (UV) light cured, heat cured or ambient cured resin system is typically used.
- d) The initial cure shall be deemed to be completed when the SLC has been exposed to the UV light, heat source or held in place for the time period specified by the manufacturer.
- e) The Contractor shall cool the hardened SLC before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction

of cool air into the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.

- f) The finished SLC shall be free of dry spots, lifts and delamination. The lateral SLC shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes. Frayed ends of the SLC repair shall be removed prior to acceptance.
- g) During the warranty period, any defects which shall affect the integrity of strength of the SLC shall be repaired at the Contractor's expense in a manner mutually agreed upon by the manufacturer, City, and the Contractor.
- h) After the Work is completed, the Contractor shall provide the City with a video disc showing the completed work including the restored conditions.

500-4.8 Clean-Up. Upon acceptance of the installation work, the Contractor shall reinstate the Site affected by its operations.

500-4.9 Payment: Payment for SLC sealing systems shall be made at the Contract Unit Price or lump sum price in the Bid for each SLC. The Contract Unit Price or lump sum price in the Bid shall include the installation of the SLC sealing system, surface preparation and repairs, preparation and tape submittal of all pre- and post-construction CCTV inspection, bypassing if required, and testing, unless otherwise specified in the Special Provisions.

SECTION 705 – WATER DISCHARGES

705-2.6.1 General. Paragraph (3), CORRECT reference to Section 803 to read “**Section 703.**”

705-2.6.3 Community Health and Safety Plan. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

705-2.6.3 Community Health and Safety Plan. See 703-2, “Community Health and Safety Plan.”

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a **Notice of Exemption** for **Sewer Group 798**, as referenced in the Contract Appendix. You must comply with all requirements of the **Notice of Exemption** as set forth in the Contract **Appendix A**.

Compliance with the City's environmental document is included in the various Bid items, unless a bid item has been provided.

707-2 Archeological and Native American Monitoring Program. To the City Supplement, ADD the following:

The City will retain a qualified archaeologist for this contract. The Contractor shall coordinate its activities and Schedule with the activities and schedules of the archaeologist monitor. Notify the Engineer before noon of the working day before monitoring is required. See 2-11, “INSPECTION” for details.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

TO: X RECORDER/COUNTY CLERK
P.O. Box 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT NO.: 377122

PROJECT TITLE: Sewer Group Job 798

PROJECT LOCATION-SPECIFIC: Within and adjacent to the public right-of-way for portions of several public streets within the La Jolla Community Planning Area as described in the project description below.

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: PUBLIC PROJECT ASSESSMENT for the rehabilitation of 11,894 linear feet (2.25 miles) of existing 8-inch sewer mains, replacement of two existing manholes, rehabilitation of three existing manholes, installation of 12 cleanouts, 7 point repairs and rehabilitation to approximately 164 existing sewer laterals. The improvements to the existing public sewer system would be within and adjacent to the following public streets: Muirlands Drive, Inspiration Drive, La Jolla Mesa Drive, Buckingham Drive, La Cumbre Drive, Rodeo Drive, Cottontail Lane, Germaine Lane, Box Canyon Road, Via Mallorca, La Jolla Rancho Road, Angell Avenue, and Rutgers Road. The project would not impact sensitive biological, paleontological or archaeological resources because it involves minimal ground disturbance in a developed community where the ground has been disturbed previously.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works Department - Engineering Contact: Maryam Liaghat, (619) 533-5192

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL
() DECLARED EMERGENCY
() EMERGENCY PROJECT
(✓) CATEGORICAL EXEMPTION: SECTION 15301: EXISTING FACILITIES AND 15304(F): MINOR ALTERATIONS

REASONS WHY PROJECT IS EXEMPT: The project has been determined to be exempt from CEQA pursuant to Sections 15301 and 15304(f) of CEQA Guidelines. Section 15301 allows the restoration and rehabilitation of existing sewerage facilities. Section 15304(f) allows minor trenching and backfilling where the surface is restored. None of the exceptions listed in CEQA Guidelines Section 15003.2 apply, therefore this exemption is applicable to the proposed project.

LEAD AGENCY CONTACT PERSON: M. Brunette

TELEPHONE: (619) 446-5379

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
() YES () NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

[Signature]
SIGNATURE/SENIOR PLANNER

APRIL 29, 2015
DATE

CHECK ONE:
(X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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

3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 6 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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

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

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

City Meter	Private Meter
Contract Acct #:	Deposit Amount: \$ 936.00 Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05 Meter Make and Style: 6-7
Backflow #	Backflow Size: Backflow Make and Style:
Name:	Signature: Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D
SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC):											
City Purchase Order No. :						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	%/QTY	Amount	%/QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	\$80,000.00	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
CHANGE ORDERS											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Increase bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
SUMMARY								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						Retention and/or Escrow Payment Schedule					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

APPENDIX E
LOCATION MAPS FOR SEWER GROUP 798

Sewer Group Job 798

SENIOR ENGINEER
Luis Schaar
619-533-7492

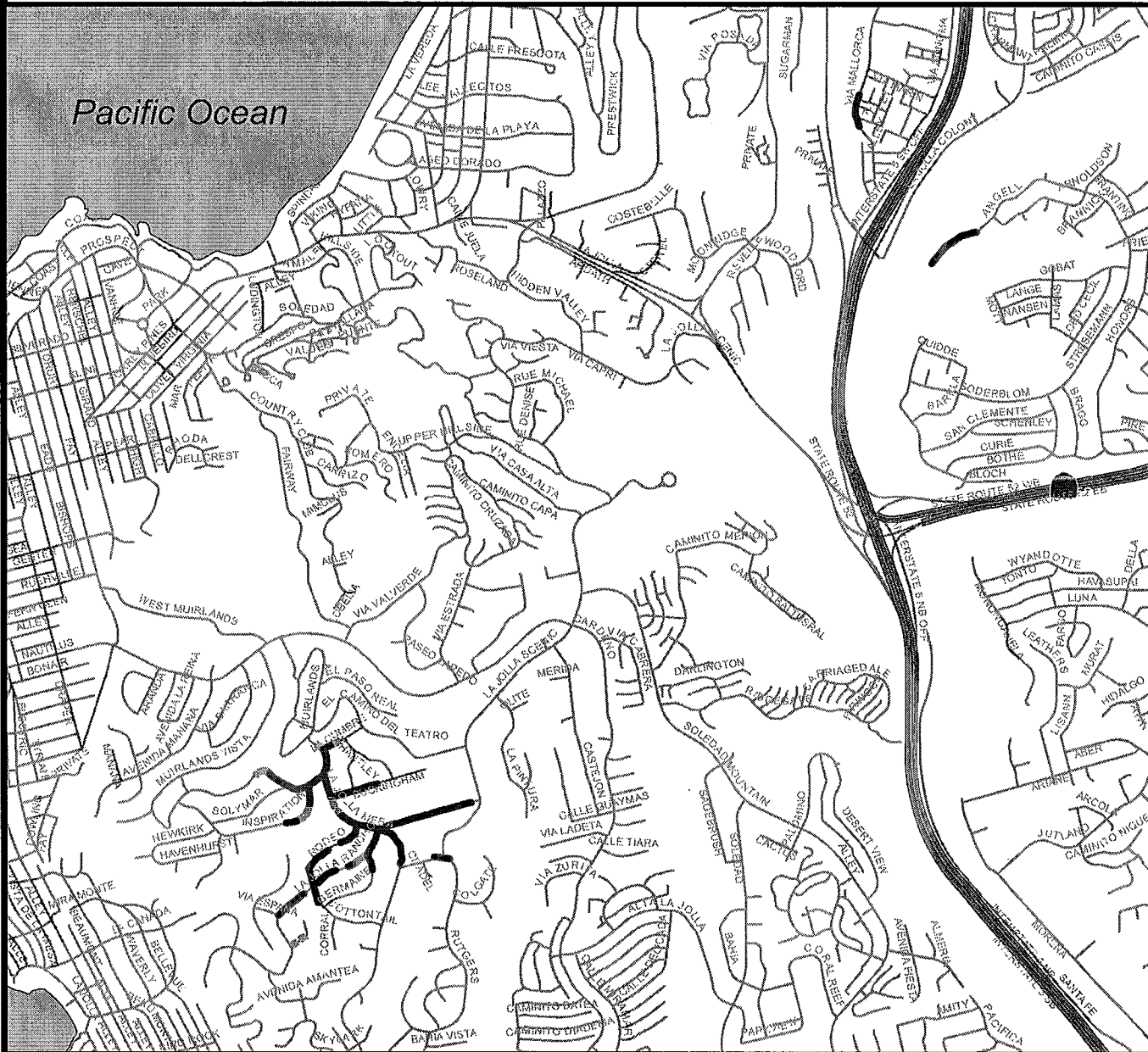
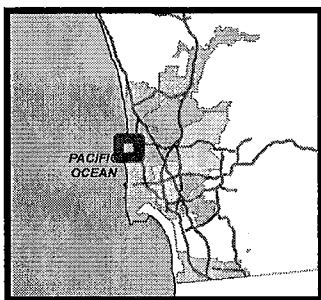
PROJECT MANAGER
Maryam Liaghat
619-533-5192



PROJECT ENGINEER
Lisa Canning
619-533-4613

CONSTRUCTION PROJECT INFORMATION LINE
619-533-4207

Right-of-Way Division
Design Group 4



Legend

Mains in SGJ 798

ACTION

▬▬▬▬▬ P.R., Rehab

▬▬▬▬▬ Rehab



No Scale

COMMUNITY NAME: LA JOLLA, UNIVERSITY
Date: January 20, 2015

COUNCIL DISTRICT: 1

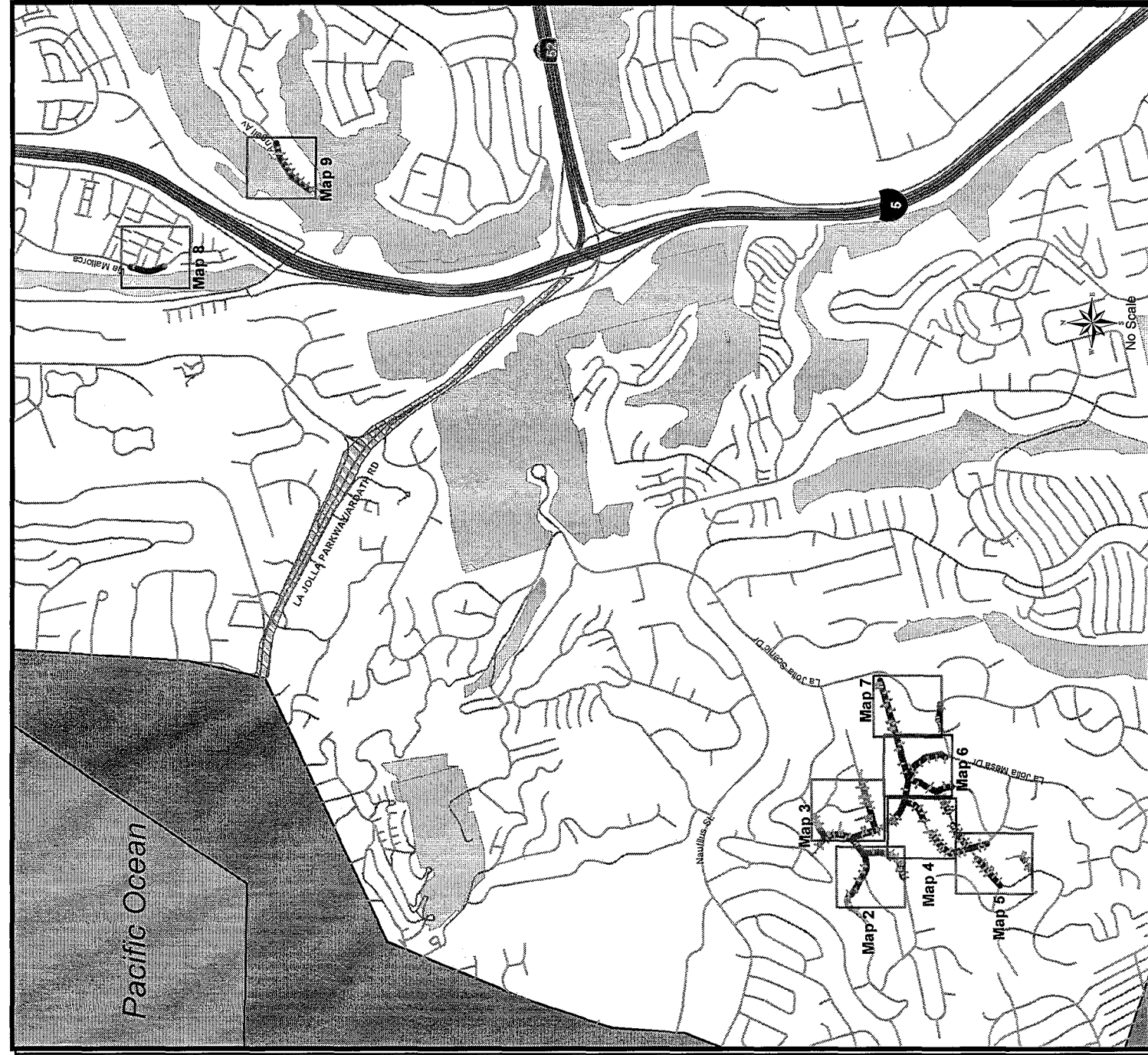
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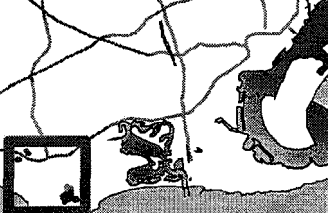
Sewer Group 798

Appendix E - Location Maps for Sewer Group 798 Volume 1 of 2 (Rev. Apr. 2015)

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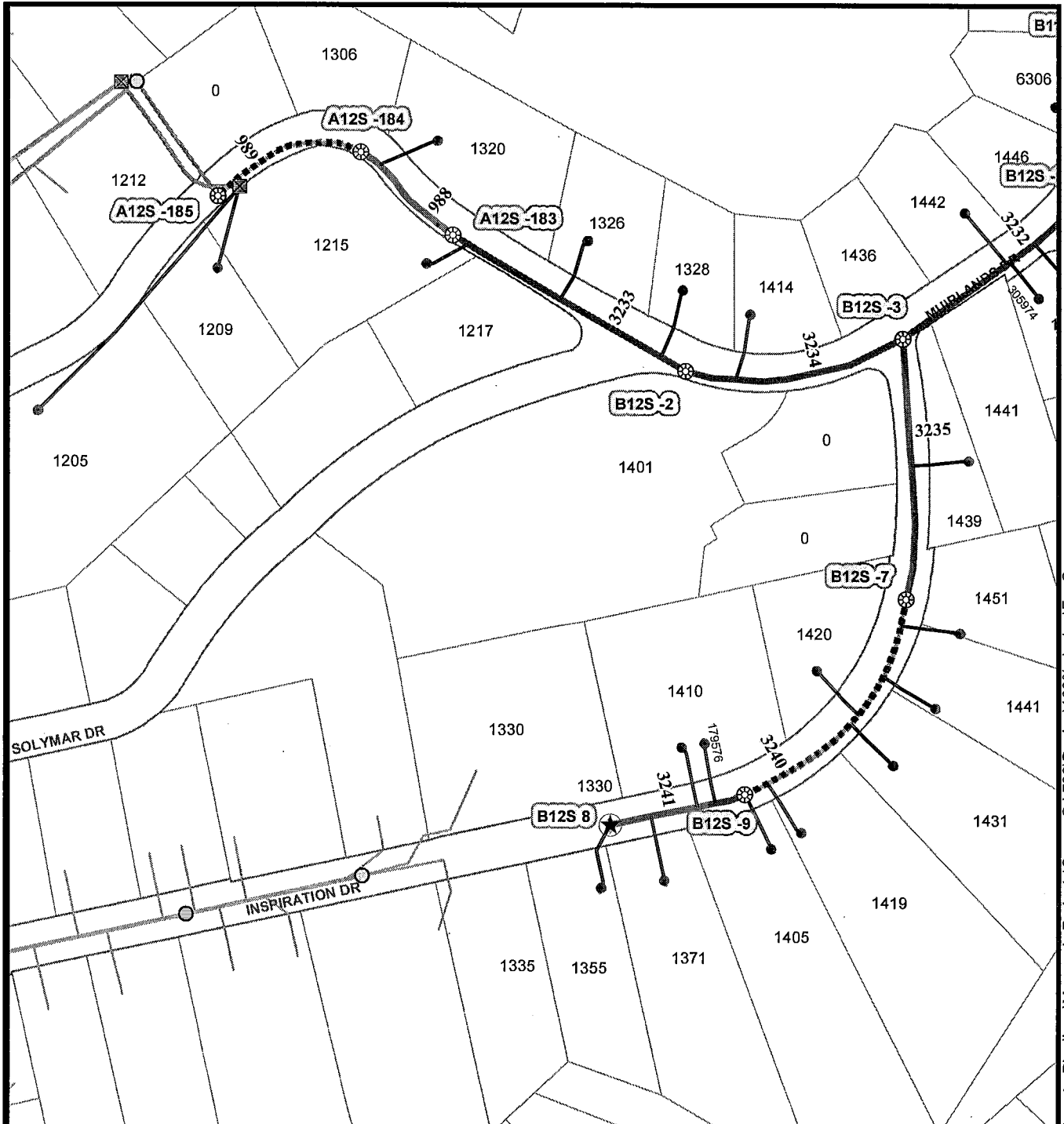


 Sewer Group Job 798 CITY OF SAN DIEGO, CALIFORNIA PUBLIC UTILITIES/PUBLIC WORKS ENGINEERING SHEET 1 OF 9	SEWER B-13014 (S) Maryam Liaghat ASSOCIATE ENGINEER Lisa Canning PROJECT ENGINEER A12S, B12S, A13S, B13S FLD BK PG 1247E2-F, 3E-3G, 4F-4G, 5G THOS BROS
	CONTRACTOR: _____ DATE STARTED: _____ INSPECTOR: _____ DATE COMPLETED: _____

Legend Mains in SGJ 798 PROPOSED  P.R., Rehab  Rehab  GJ 798 Laterals  Bird Nesting Monitrium  Holiday Shopping  Summer Beach Monitrium	
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------

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Legend	
SGJ 798 Mains	★ Install cleanout
ACTION	▬ Storm Drain Pipe
▬▬▬ P.R., Rehab	▣ Storm Drain Structure
▬▬▬ Rehab	○ Sewer Manholes
Manholes	▬ Sewer Mains
○ Inspect	▨ Summer Beach Moritorium
▲ Rehab	▩ Holiday Shopping Moritorium
▣ Replace	▨ Bird Nesting Feb 1 - Sept 15
● Laterals -Rehab	

No Scale

Sewer Group Job 798

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC UTILITIES/PUBLIC WORKS ENGINEERING

SHEET 2 OF 9

CONTRACTOR: _____ DATE STARTED _____
INSPECTOR: _____ DATE COMPLETED _____

SEWER
B-00399 (S)

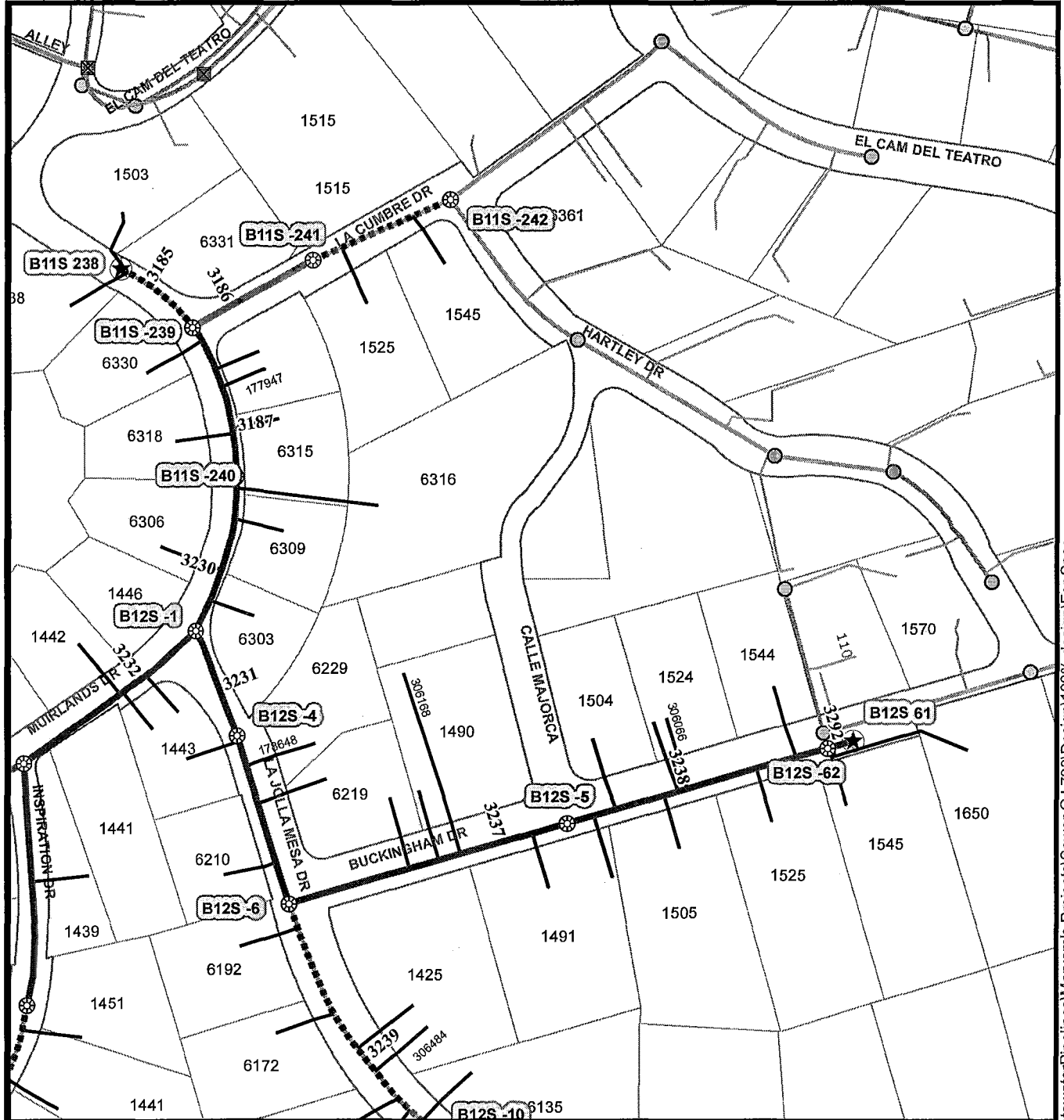
Maryam Liaghat
ASSOCIATE ENGINEER

Lisa Canning
PROJECT ENGINEER

A11-12S, B11-12S
FLD BK PG
1247 2G
THOS BROS

S:\ROWD\ROWD-Section-4-WaterandWastewater\Pipelines\Maryam's Projects\Sewer GJ 798\Design\100% design\For Spec

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Legend

- | | |
|----------------------|--------------------------------|
| SGJ 798 Mains | ★ Install cleanout |
| PROPOSED | — Laterals -Rehab |
| ■■■■ P.R., Rehab | ■ Storm Drain Structure |
| — Rehab | — Storm Drain Pipe |
| Manholes | ⊙ Sewer Manholes |
| ⊙ Inspect | — Sewer Mains |
| ▲ Rehab | ■ Summer Beach Moratorium |
| ■ Replace | ■ Holiday Shopping Moratorium |
| | ■ Bird Nesting Feb 1 - Sept 15 |



Sewer Group Job 798



CITY OF SAN DIEGO
PUBLIC WORKS
DEPARTMENT

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC UTILITIES/PUBLIC WORKS ENGINEERING

SHEET 3 OF 9

CONTRACTOR: _____ DATE STARTED _____

INSPECTOR: _____ DATE COMPLETED: _____

SEWER
B-00399 (S)

Maryam Liaghat
ASSOCIATE ENGINEER

Lisa Canning
PROJECT ENGINEER

B11-12S
FLD BK PG

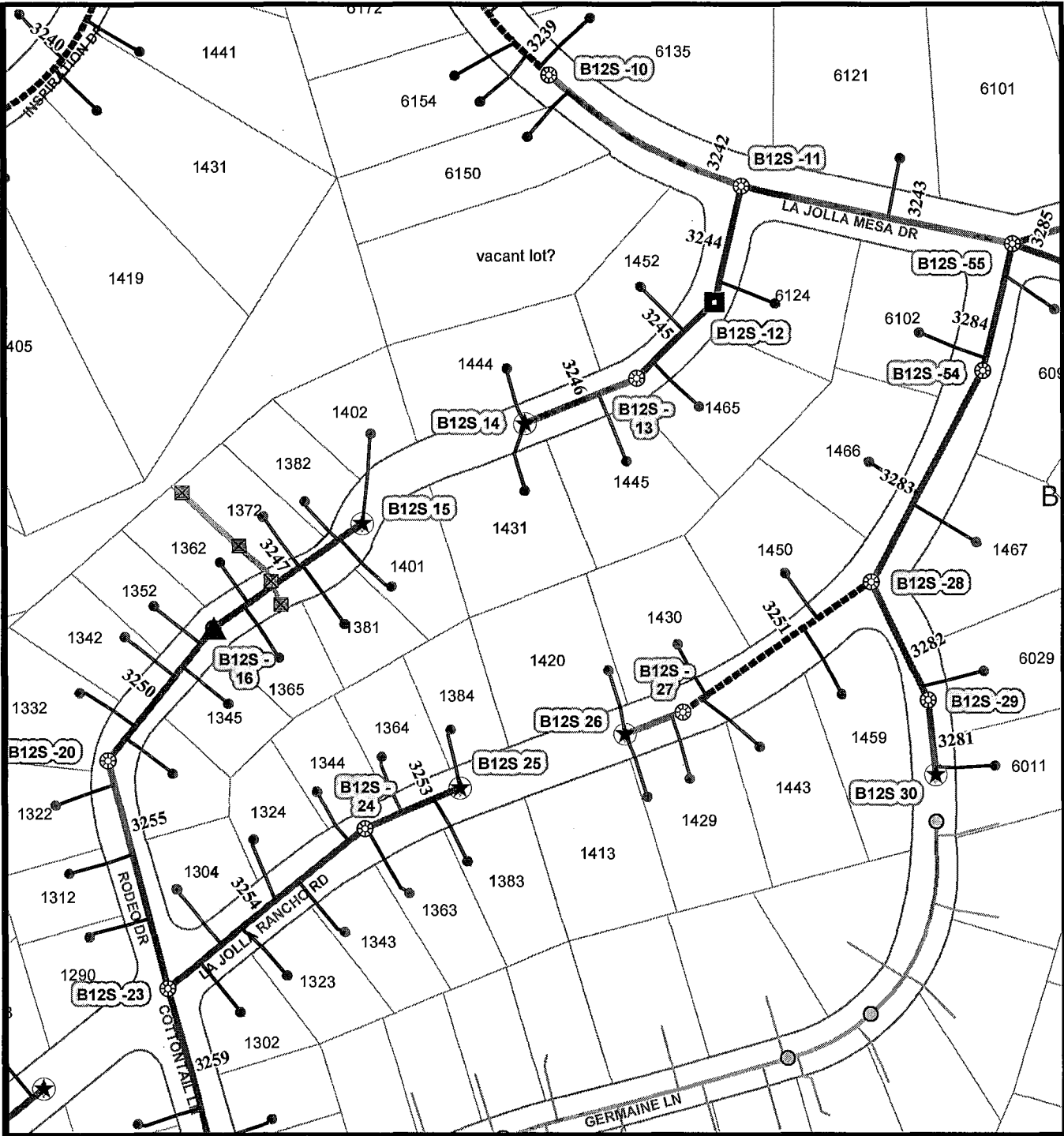
1247 2G, 2H
THOS BROS

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COUNCIL DISTRICT: 1

COMMUNITY NAME: LA JOLLA, UNIVERSITY

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Legend

SGJ 798 Mains

- Install cleanout
- Laterals -Rehab
- Rehab
- Point Repair

Manholes

- Inspect
- Rehab
- Replace

- Storm Drain Pipe
- Storm Drain Structure
- Sewer Manholes
- Sewer Mains
- Summer Beach Moritorium
- Holiday Shopping Moritorium
- Bird Nesting Feb 1 - Sept 15

No Scale

Sewer Group Job 798

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC UTILITIES/PUBLIC WORKS ENGINEERING

SHEET 4 OF 9

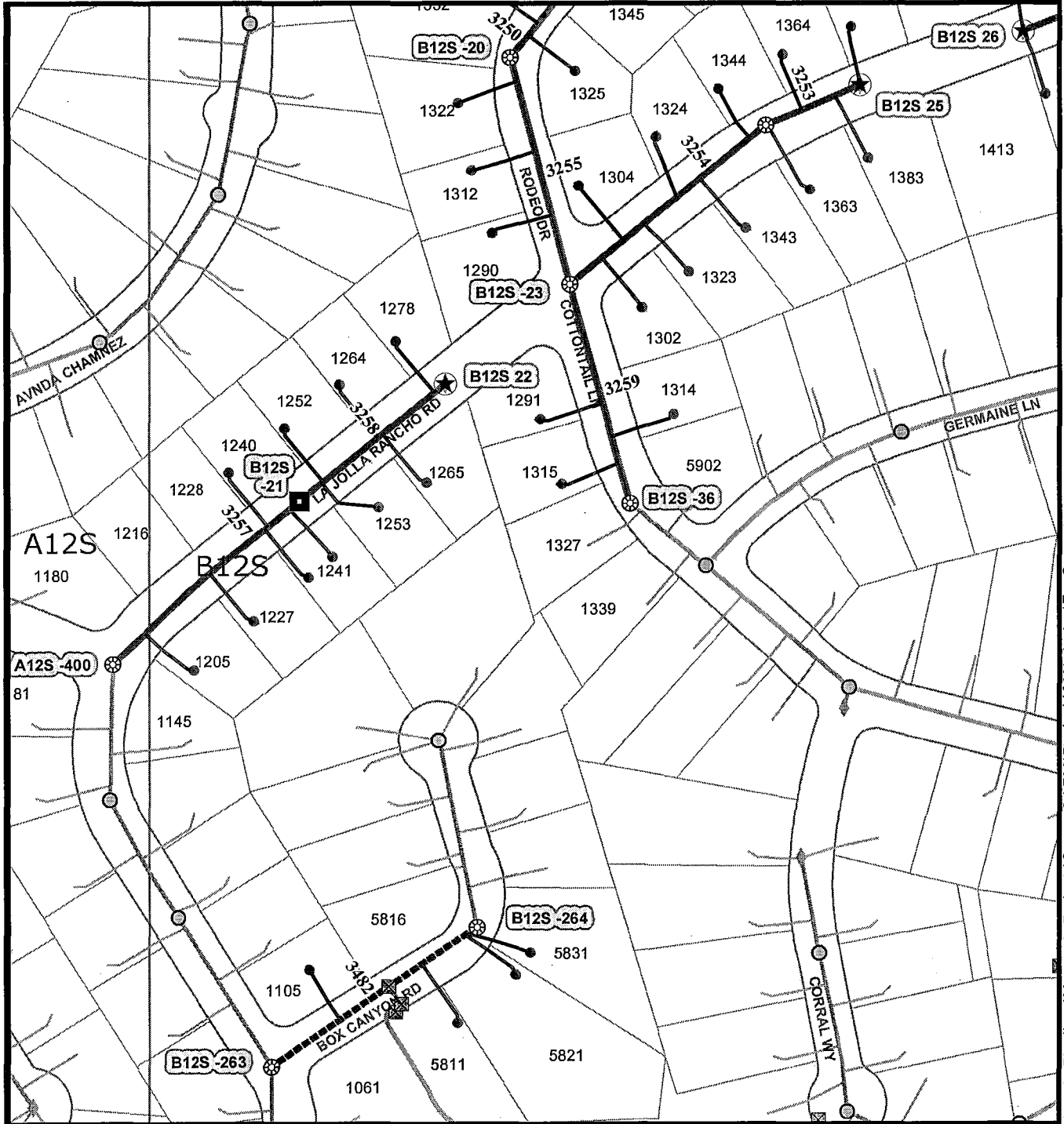
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SEWER
B-00399 (S)

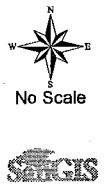
Maryam Liaghat
 ASSOCIATE ENGINEER
 Lisa Canning
 PROJECT ENGINEER
 B12S
 FLD BK PG
 1247 2G
 THOS BROS

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- Legend**
- SGJ 798 Mains**
 - PROPOSED**
 - Rehab
 - Point Repair
 - Laterals -Rehab
 - Manholes**
 - Inspect
 - Rehab
 - Replace
 - Install cleanout
 - Storm Drain Structure
 - Storm Drain Pipe
 - Sewer Mains
 - Sewer Manholes
 - Summer Beach Moritorium
 - Holiday Shopping Moritorium
 - Bird Nesting Feb 1 - Sept 15



Sewer Group Job 798



CITY OF SAN DIEGO, CALIFORNIA
PUBLIC UTILITIES/PUBLIC WORKS ENGINEERING

SHEET 5 OF 9

CONTRACTOR: _____ DATE STARTED _____
INSPECTOR: _____ DATE COMPLETED _____

SEWER
B-00399 (S)

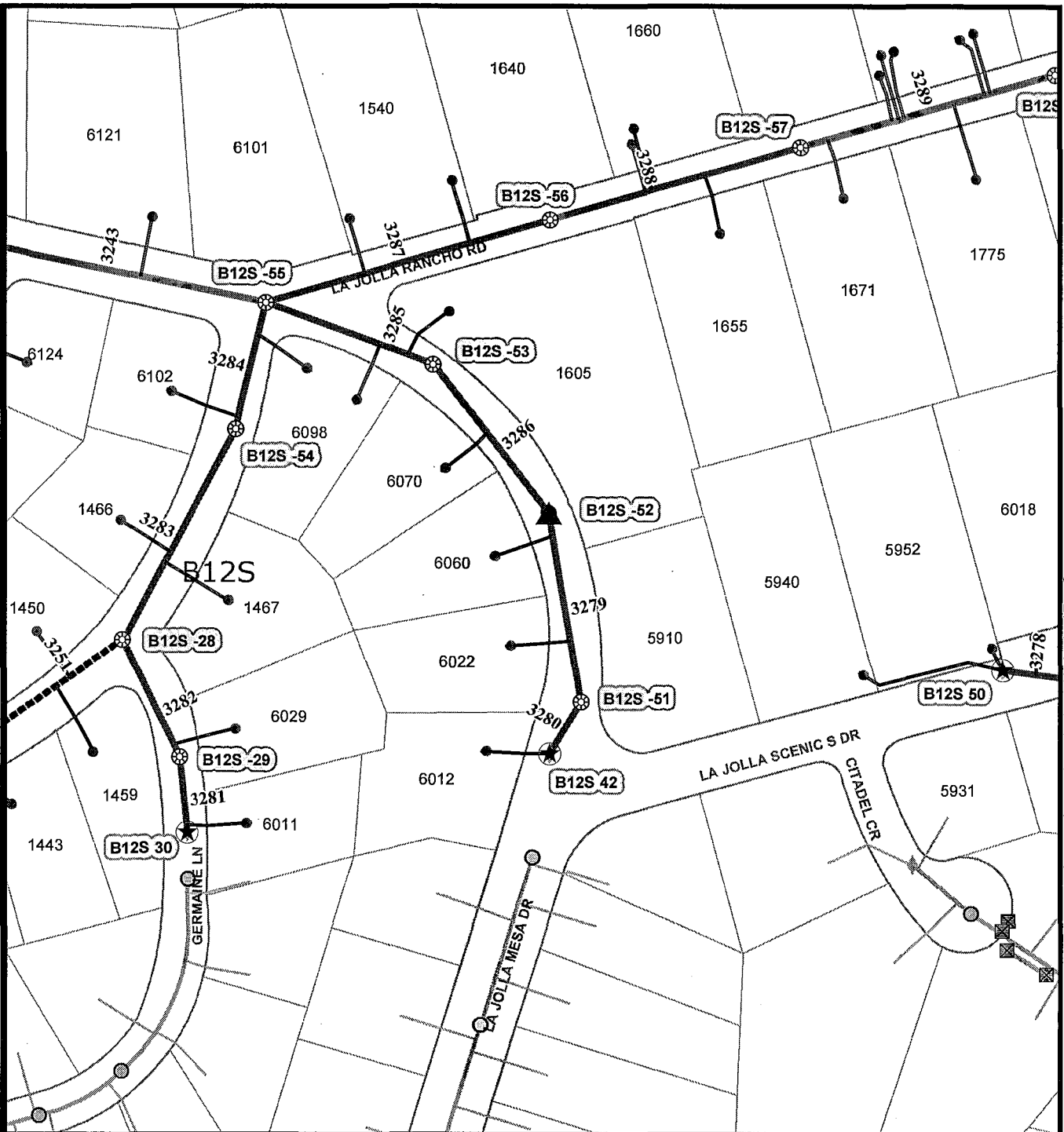
Maryam Liaghat
ASSOCIATE ENGINEER

Lisa Canning
PROJECT ENGINEER

A12S, B12S
FLD BK PG
1247 2G, 3G
THOS BROS

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Legend

- SGJ 798 Mains**
 - ★ Install cleanout
- PROPOSED**
 - Laterals -Rehab
 - Storm Drain Pipe
 - Rehab
 - Point Repair
- Manholes**
 - ⊗ Inspect
 - ▲ Rehab
 - Replace
 - ⊠ Storm Drain Structure
 - Sewer Manholes
 - Sewer Mains
 - ▨ Summer Beach Moratorium
 - ▩ Holiday Shopping Moratorium
 - ▧ Bird Nesting Feb 1 - Sept 15



Sewer Group Job 798



CITY OF SAN DIEGO, CALIFORNIA
PUBLIC UTILITIES/PUBLIC WORKS ENGINEERING

SHEET 6 OF 9

CONTRACTOR: _____ DATE STARTED _____
INSPECTOR: _____ DATE COMPLETED _____

SEWER
B-00399 (S)

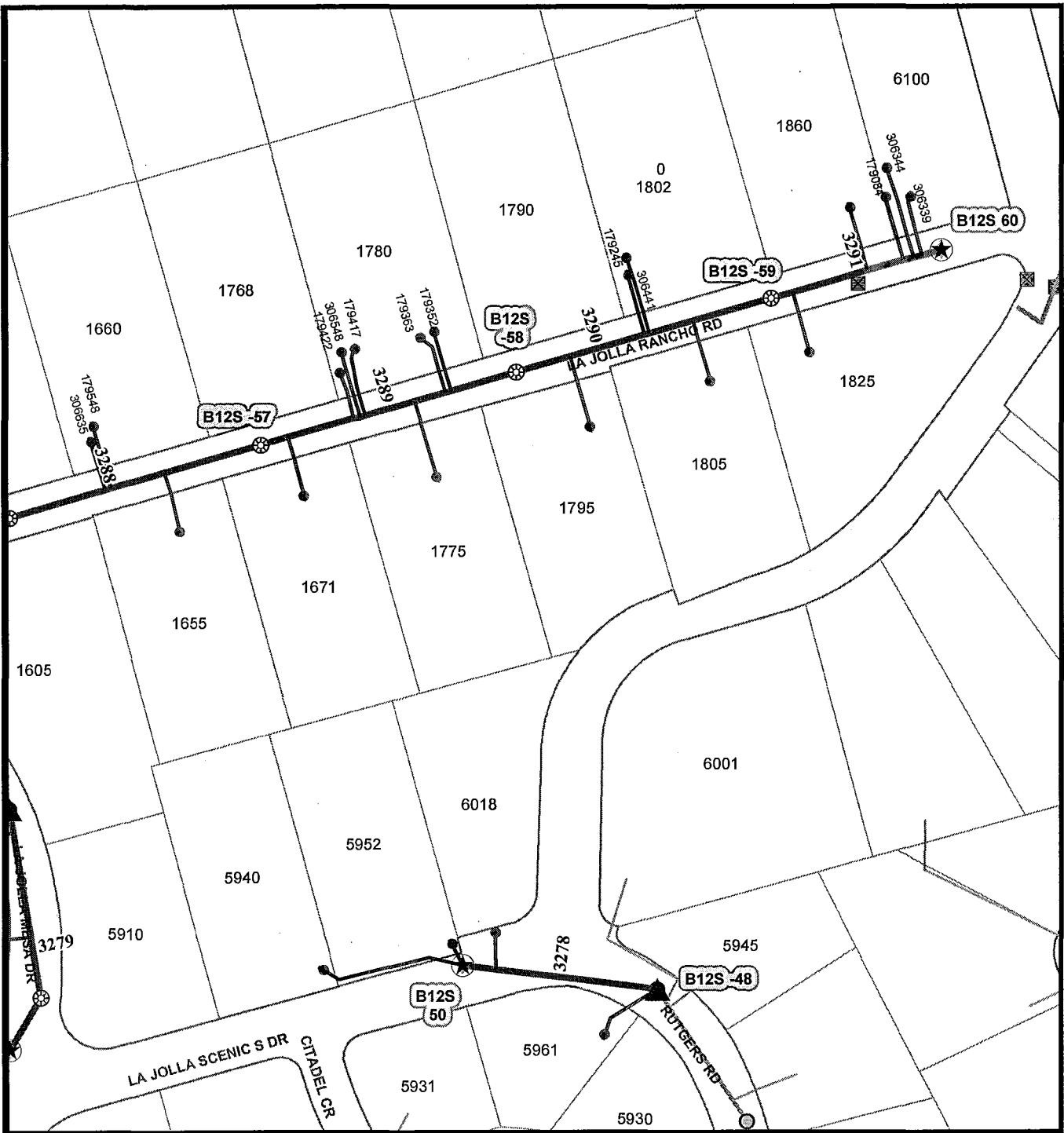
Maryam Liaghat
ASSOCIATE ENGINEER

Lisa Canning
PROJECT ENGINEER

B12S
FLD BK PG
1247 2G, 2H
THOS BROS

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Legend

SGJ 798 Mains

- Laterals -Rehab
- Storm Drain Pipe
- Rehab
- Storm Drain Structure
- Point Repair
- Sewer Manholes
- Sewer Mains

Manholes

- ⊗ Inspect
- ▲ Rehab
- Replace
- ★ Install cleanouts
- ▨ Summer Beach Moritorium
- ▩ Holiday Shopping Moritorium
- ▧ Bird Nesting Moritorium

No Scale

Sewer Group Job 798

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC UTILITIES/PUBLIC WORKS ENGINEERING

SHEET 7 OF 9

CONTRACTOR: _____ DATE STARTED _____
 INSPECTOR: _____ DATE COMPLETED: _____

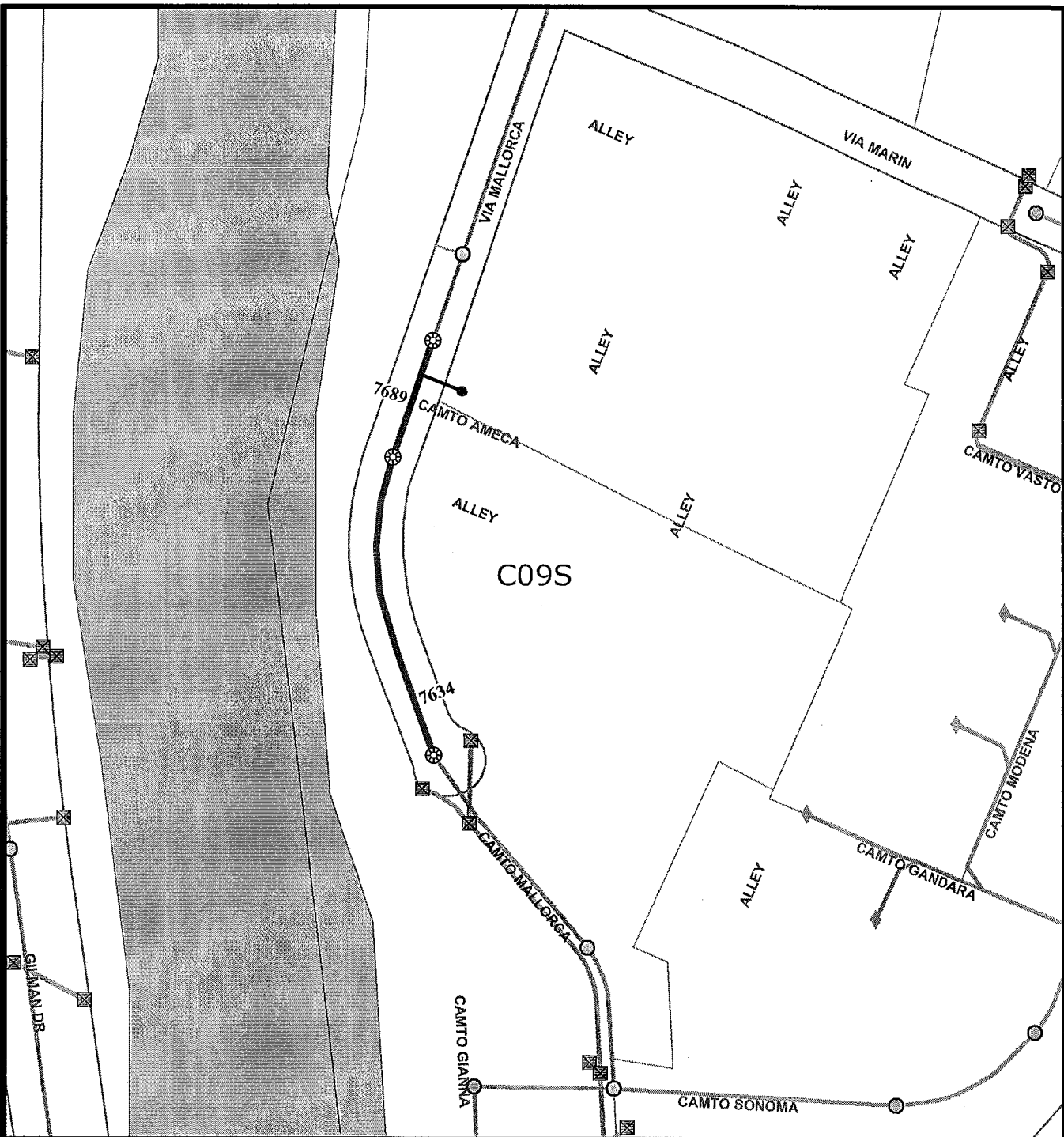
SEWER
B-00399 (S)

Maryam Liaghat
 ASSOCIATE ENGINEER

Lisa Canning
 PROJECT ENGINEER
 B12S
 FLD BK PG
 1247 2H
 THOS BROS


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Legend


SGJ 798 Mains	★ Install cleanout
PROPOSED	● Laterals -Rehab
— Rehab	— Storm Drain Pipe
--- Point Repair	⊠ Storm Drain Structure
Manholes	○ Sewer Manholes
⊗ Inspect	— Sewer Mains
▲ Rehab	▨ Summer Beach Moritorium
■ Replace	▩ Holiday Shopping Moritorium
	▨ Bird Nesting Feb 1 - Sept 15



No Scale



Sewer Group Job 798



CITY OF SAN DIEGO, CALIFORNIA
PUBLIC UTILITIES/PUBLIC WORKS ENGINEERING

SHEET 8 OF 9

CONTRACTOR: _____ DATE STARTED _____
INSPECTOR: _____ DATE COMPLETED _____

SEWER
B-00399 (S)

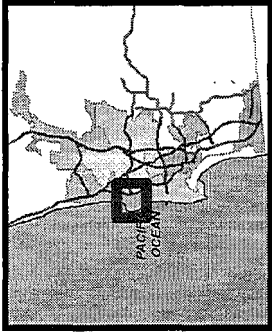
Maryam Liaghat
ASSOCIATE ENGINEER

Lisa Canning
PROJECT ENGINEER

B12S
FLD BK PG
1247 2G, 2H
THOS BROS

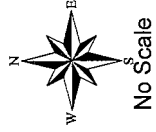
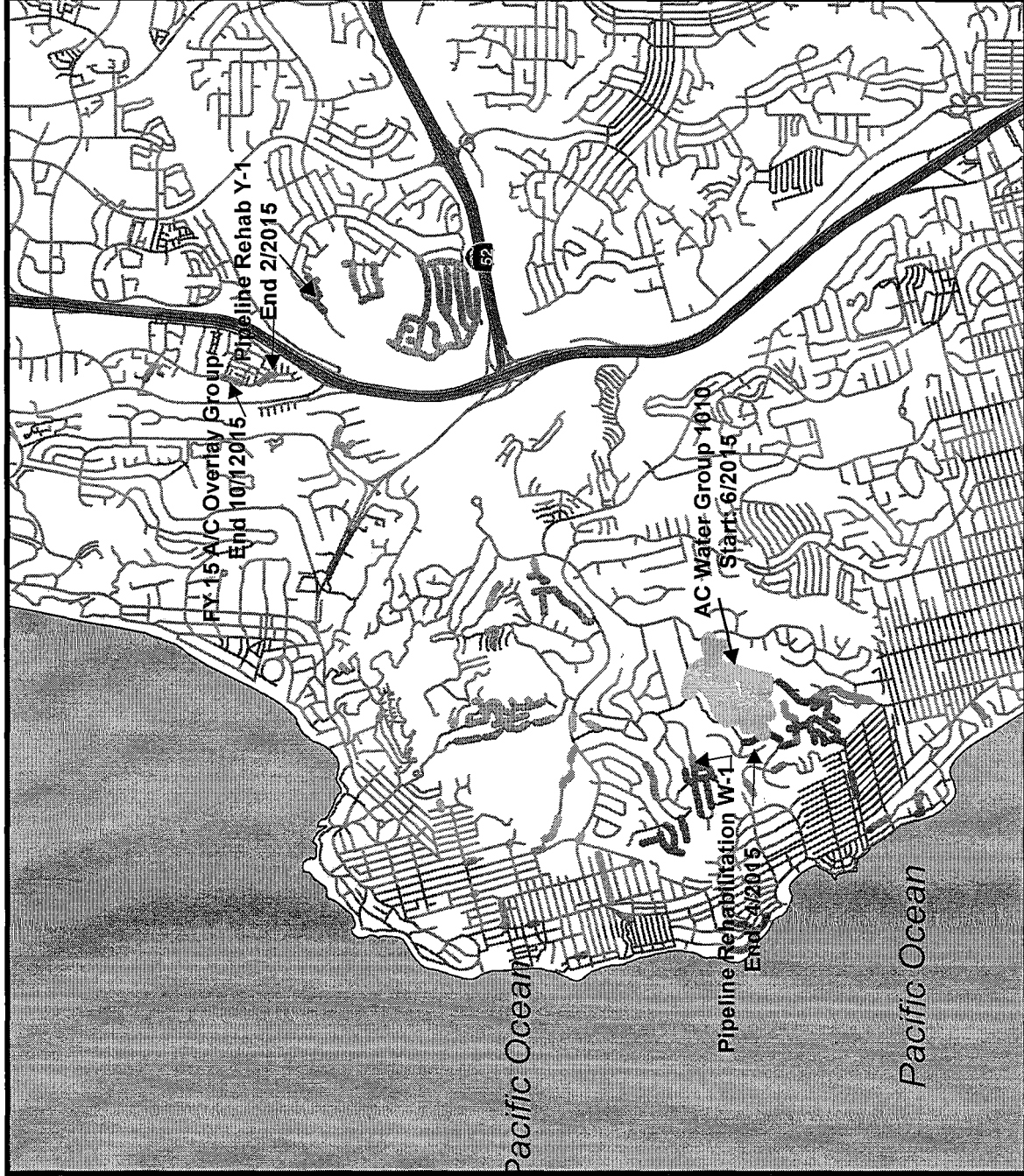
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APPENDIX F
ADJACENT PROJECTS TABLE & MAP



Appendix F

**Sewer Group Job 798
Adjacent Projects**



Legend

- Rehab
- Point Repair
- Adjacent Projects**
 - B13014, Pipeline Rehabilitation W-1
 - B13094, Pipeline Rehabilitation Y-1
 - B14127, AC Water Group 1010
 - SS-014031 FY 15 Overlay Group

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Appendix F Adjacent or Overlapping Projects in Construction
Sewer Group Job 798

No.	CIP/ WBS	CIP Name	CIP Type	Begin	End Const	Moritorium	Maritorium	Department	Contact Email	PM	PM	Comments
1	B-14127	AC Water Group 1010	Water	Aug-15	Oct-17	n/a	n/a	PW-Eng ROW	Gtadros@sanidiego.gov	M. Liaghat	619-533-5192	same design group
2	B-13014	Pipeline Rehab W-1	Sewer	May-14	Apr-15	n/a	n/a	PW-Eng ROW	Lcanning@sanidiego.gov	M. Liaghat	619-533-5192	same PM/PE
3	B-13094	Pipeline Rehab Y-1	Sewer	Oct-13	Apr-15	n/a	n/a	PW-Eng ROW	DEngel@sanidiego.gov	D. Tittle	619-533-7443	referred to M. Ninh
4	SS14031	FY 15 Overlay Group	Streets		Oct-15	Oct-15	Oct-18	Trans & SW	Ishamoun@sanidiego.gov	I. Shamoun	619-527-7511	

APPENDIX G

SEWER MAINS AND LATERALS REHABILITATION SAMPLE DATA TEMPLATES

APPENDIX H
MAINS SEWER REHAB

Appendix H-Mains to be Rehabilitated
Sewer Group Job 798

FSN	US FIELD BOOK PAGE	US MH	DS FIELD BOOK PAGE	DS MH	INSTALLED DATE	LENGTH	SIZE	MATL	SLOPE %	MAX d/D	Max. Vel.(fps)	LATER-ALS	ACTION	STREET NAME	THOS BROS	COMMUNITY	COUNCIL DISTRICT	REMARKS	CComments
988	A12S	183	A12S	184	1/1/1968	185	8	VC	7.90	16.47	3.15	1	Rehab	MUIRLANDS	1247G2	La Jolla	1		UG 1M1 const start 9/2015
989	A12S	184	A12S	185	1/1/1968	166	8	VC	6.90	14.98	4.68	2	P.R. & Rehab	MUIRLANDS	1247G2	La Jolla	1		UG 1M1 const start 9/2015
3185	B11S	238	B11S	239	7/1/1952	135	8	VC	0.40	12.17	0.35	2	P.R. & Rehab	MUIRLANDS	1247G2	La Jolla	1	Install Cleanout	UG 1M1 const start 9/2015
3186	B11S	241	B11S	239	6/12/1956	169	8	VC	10.90	12.17	0.36	0	Rehab	LA CUMBRE	1247G2	La Jolla	1		UG 1M1 const start 9/2015
3187	B11S	239	B11S	240	7/1/1952	179	8	VC	2.50	15.03	0.56	5	Rehab	MUIRLANDS	1247G2	La Jolla	1		UG 1M1 const start 9/2015
3188	B11S	241	B11S	242	6/12/1956	177	8	VC	6.80	5.30	2.40	2	P.R. & Rehab	LA CUMBRE	1247G2	La Jolla	1		
3230	B12S	240	B12S	1	7/1/1952	196	8	VC	0.004	26.06	0.31	4	Rehab	MUIRLANDS	1247G2	La Jolla	1		UG 1M1 const start 9/2015
3231	B12S	4	B12S	1	7/1/1952	148	8	VC	0.40	24.94	1.53	0	Rehab	LA JOLLA MESA	1247G2	La Jolla	1		UG 1M1 const start 9/2015
3232	B12S	1	B12S	3	7/1/1952	268	8	VC	0.40	27.95	1.63	3	Rehab	MUIRLANDS	1247G2	La Jolla	1		UG 1M1 const start 9/2015
3233	B12S	2	B12S	183	1/1/1968	300	8	VC	4.70	16.23	4.06	3	Rehab	MUIRLANDS	1247G2	La Jolla	1		UG 1M1 const start 9/2015
3234	B12S	3	B12S	2	7/1/1952	252	8	VC	2.40	18.77	3.20	1	Rehab	MUIRLANDS	1247G2	La Jolla	1		UG 1M1 const start 9/2015
3235	B12S	7	B12S	3	7/1/1952	300	8	VC	1.20	12.39	0.59	1	Rehab	INSPIRATION	1247G2	La Jolla	1		UG 1M1 const start 9/2015
3236	B12S	6	B12S	4	7/1/1952	235	8	VC	0.40	24.94	1.53	4	Rehab	LA JOLLA MESA	1247G2	La Jolla	1		
3237	B12S	5	B12S	6	5/14/1954	340	8	VC	5.40	22.64	0.24	4	Rehab	BUCKINGHAM	1247G2	La Jolla	1		
3238	B12S	62	B12S	5	5/14/1954	340	8	VC	5.00	11.21	0.61	8	Rehab	BUCKINGHAM	1247G2	La Jolla	1		
3239	B12S	10	B12S	6	7/1/1952	312	8	VC	0.40	22.64	0.96	7	P.R. & Rehab	LA JOLLA MESA	1247G2	La Jolla	1		
3240	B12S	9	B12S	7	7/1/1952	300	8	VC	0.40	12.39	0.53	6	P.R. & Rehab	INSPIRATION	1247G2	La Jolla	1		UG 1M1 const start 9/2015
3241	B12S	8	B12S	9	7/1/1952	130	8	VC	0.50	13.38	0.14	5	Rehab	INSPIRATION	1247G2	La Jolla	1	Install Cleanout	UG 1M1 const start 9/2015
3242	B12S	11	B12S	10	8/12/1954	232	8	VC	0.40	21.39	1.41	1	Rehab	LA JOLLA MESA	1247G2	La Jolla	1		
3243	B12S	55	B12S	11	8/12/1954	360	8	VC	0.004	20.25	0.85	1	Rehab	LA JOLLA MESA	1247H2	La Jolla	1		
3244	B12S	12	B12S	11	8/12/1954	130	8	VC	0.40	20.25	0.12	1	Rehab	RODEO	1247G2	La Jolla	1		
3245	B12S	13	B12S	12	8/12/1954	133	8	VC	0.40	11.67	0.23	2	Rehab	RODEO	1247G2	La Jolla	1		
3246	B12S	14	B12S	13	8/12/1954	135	8	VC	0.30	6.20	1.00	3	Rehab	RODEO	1247G2	La Jolla	1	Install Cleanout	
3247	B12S	15	B12S	16	1/1/1955	200	8	VC	0.40	7.42	0.73	7	Rehab	RODEO	1247G2	La Jolla	1	Install Cleanout	
3250	B12S	16	B12S	20	1/1/1955	198	8	VC	0.40	10.02	0.88	5	Rehab	RODEO	1247G2	La Jolla	1		
3251	B12S	27	B12S	28	8/12/1954	266	8	VC	0.40	12.87	0.24	4	P.R. & Rehab	LA JOLLA RANCHO	1247G2	La Jolla	1		
3252	B12S	26	B12S	27	8/12/1954	70	8	VC	0.40	11.78	0.12	4	Rehab	LA JOLLA RANCHO	1247G2	La Jolla	1	Install Cleanout	
3253	B12S	25	B12S	24	1/1/1955	115	8	VC	0.082	2.50	1.62	4	Rehab	LA JOLLA RANCHO	1247G2	La Jolla	1	Install Cleanout	
3254	B12S	24	B12S	23	1/1/1955	287	8	VC	0.031	5.15	1.59	5	Rehab	LA JOLLA RANCHO	1247G2	La Jolla	1		
3255	B12S	20	B12S	23	1/1/1955	264	8	VC	0.004	11.38	0.95	3	Rehab	RODEO	1247G2	La Jolla	1		
3257	B12S	21	B12S	400	1/1/1957	285	8	VC	10.00	4.51	2.63	5	Rehab	LA JOLLA RANCHO	1247G3	La Jolla	1		
3258	B12S	22	B12S	21	1/1/1957	195	8	VC	8.00	3.16	1.86	6	Rehab	LA JOLLA RANCHO	1247G2	La Jolla	1	Install Cleanout	
3259	B12S	23	B12S	36	1/1/1955	265	8	VC	0.004	14.69	1.12	2	Rehab	COTTONTAIL	1247G2	La Jolla	1		
3278	B12S	50	B12S	48	1/1/1961	200	8	VC	0.030	4.98	1.54	4	Rehab	RUTGERS	1247H2	La Jolla	1	Install Cleanout	Asphalt Overlay Group 2 const end 2/2014
3279	B12S	51	B12S	52	8/12/1954	219	8	VC	0.004	11.75	0.22	2	Rehab	LA JOLLA MESA	1247H2	La Jolla	1		
3280	B12S	42	B12S	51	8/12/1954	68	8	VC	0.004	11.42	0.12	1	Rehab	LA JOLLA MESA	1247H2	La Jolla	1	Install Cleanout	
3281	B12S	30	B12S	29	8/12/1954	85	8	VC	0.024	2.20	1.00	1	Rehab	GERMAINE	1247G2	La Jolla	1	Install Cleanout	
3282	B12S	29	B12S	28	8/12/1954	157	8	VC	2.40	12.87	0.09	1	Rehab	GERMAINE	1247G2	La Jolla	1		
3283	B12S	28	B12S	54	8/12/1954	265	8	VC	0.40	10.85	0.53	2	Rehab	LA JOLLA RANCHO	1247G2	La Jolla	1		
3284	B12S	54	B12S	55	8/12/1954	151	8	VC	0.094	18.93	0.28	2	Rehab	LA JOLLA RANCHO	1247G2	La Jolla	1		
3285	B12S	53	B12S	55	8/12/1954	210	8	VC	0.40	18.93	0.19	2	Rehab	LA JOLLA MESA	1247H2	La Jolla	1		
3286	B12S	52	B12S	53	8/12/1954	217	8	VC	0.40	12.32	0.25	1	Rehab	LA JOLLA MESA	1247H2	La Jolla	1		
3287	B12S	56	B12S	55	7/1/1952	340	8	VC	5.20	18.93	0.46	2	Rehab	LA JOLLA RANCHO	1247H2	La Jolla	1		
3288	B12S	57	B12S	56	7/1/1952	300	8	VC	0.40	12.48	1.01	2	Rehab	LA JOLLA RANCHO	1247H2	La Jolla	1		
3289	B12S	58	B12S	57	7/1/1952	300	8	VC	0.40	14.12	0.49	7	Rehab	LA JOLLA RANCHO	1247H2	La Jolla	1		
3290	B12S	59	B12S	58	7/1/1952	300	8	VC	0.40	13.67	0.28	4	Rehab	LA JOLLA RANCHO	1247H2	La Jolla	1		
3291	B12S	60	B12S	59	7/1/1952	200	8	VC	0.40	12.18	0.16	5	Rehab	LA JOLLA RANCHO	1247H2	La Jolla	1	Install Cleanout	

Appendix H-Mains to be Rehabilitated
Sewer Group Job 798

FSN	US FIELD BOOK PAGE	US MH	DS FIELD BOOK PAGE	DS MH	INSTALLED DATE	LENGTH	SIZE	MATL	SLOPE %	MAX d/D	Max. Vel.(fps)	LATER-ALS	ACTION	STREET NAME	THOS BROS	COMMUNITY	COUNCIL DISTRICT	REMARKS	CComments
3292	B12S	61	B12S	62		6	8	VC				1	Rehab	BUCKINGHAM	1247G2	La Jolla	1	Install Cleanout	
3482	B12S	264	B12S	263	1/1/1957	287	8	VC	0.40	11.73	0.97	4	P.R. & Rehab	BOX CANYON	1247G3	La Jolla	1		MH 263 rehabilitated by Rehab W-5
7634	C09S	47	C09S	46	1/1/1971	345	8	VC	2.03	18.43	2.89	0	Rehab	VIA MALLORCA	1228A5	University	1		Asphalt Overlay Group 3 const start 9/2014; Nesting moritorium Feb 1-Sept 15
7689	C09S	558	C09S	47	1/1/1971	155	8	VC	1.94	17.72	2.77	1	Rehab	VIA MALLORCA	1228A5	University	1		Asphalt Overlay Group 3 const start 9/2014; Nesting moritorium Feb 1-Sept 15
7951	C10S	252	C10S	90	1/1/1960	269	8	VC	6.65	10.55	3.7	3	Rehab	ANGELL	1228B6	University	1		Adjacent to MHPA; Nesting moritorium Feb 1-Sept 15
7952	C10S	90	C10S	89	1/1/1960	325	8	VC	7.23			5	Rehab	ANGELL	1228B6	University	1		Adjacent to MHPA; Nesting moritorium Feb 1-Sept 15
8086	C09S	253	C10S	252	1/1/1960	228	8	VC	4.82	11.06	3.25	3	Rehab	ANGELL	1228B6	University	1		UG 1R const end 6/2014
						11894						164							
		3	Rehab MH	7	Pt. Repairs														
		2	Replace M	12	Clean outs		11894	1 linear feet											
		5	Total MH					2.25 mi.											

APPENDIX I
SEWER CLEANOUTS AND MANHOLES

Appendix I- Cleanouts and Manholes
Sewer Group Job 798

No.	MH FSN	Fac Typ	FBP	Map ID	US Main FSN	DS Main FSN	Depth	Invert Elevation	Poss Lat'l	Action	Street Name	Thos Bros	Community	CD	Comments
1	71459	MH	B12S	12	3245	3244	14	526.19	0	Replace	Rodeo Dr.	1247G2	La Jolla	1	
2	71468	MH	B12S	21	3258	3257	6	512.53	0	Replace	La Jolla Rancho Rd.	1247G3	La Jolla	1	
3	71463	MH	B12S	16	3247	3250	6	512.72	0	Rehab	Rodeo Dr.	1247G2	La Jolla	1	
4	71495	MH	B12S	48	3278	3286	6	520.3	1	Rehab	Rutgers Rd.	1247H2	La Jolla	1	Overlay moritorium
5	71498	MH	B12S	52	3279	3288	18	528.82	0	Rehab	La Jolla Mesa Dr.	1247H2	La Jolla	1	

No.	Plug FSN	Fac Type	Field Book Page	Map ID		DS Main FSN	Depth in Ft.	Inv. Elev.	Poss. Lat'l	Action	St. Name	Thos. Bros.	Community	CD	Comments
3	71397	Plug	B11S	238		3185	13	516.12	0	Install C/o	MUIRLANDS	1247G2	La Jolla	1	
4	71455	Plug	B12S	8		3241	6	525.32	1	Install C/o	INSPIRATION	1247G2	La Jolla	1	
5	71461	Plug	B12S	14		3246	5	527.12	2	Install C/o	RODEO	1247G2	La Jolla	1	
6	71462	Plug	B12S	15		3247	8	513.52	1	Install C/o	RODEO	1247G2	La Jolla	1	
7	71473	Plug	B12S	26		3252	5	543.73	2	Install C/o	LA JOLLA RANCHO	1247G2	La Jolla	1	
8	71472	Plug	B12S	25		3253	6	542.43	1	Install C/o	LA JOLLA RANCHO	1247G2	La Jolla	1	
9	71469	Plug	B12S	22		3258	6	528.12	0	Install C/o	LA JOLLA RANCHO	1247G2	La Jolla	1	
10	71496	Plug	B12S	50		3278	7	526.3	2	Install C/o	RUTGERS	1247H2	La Jolla	1	
11	71489	Plug	B12S	42		3280	6	529.96	1	Install C/o	LA JOLLA MESA	1247H2	La Jolla	1	
12	71477	Plug	B12S	30		3281	5	548.19	0	Install C/o	GERMAINE	1247G2	La Jolla	1	
13	71506	Plug	B12S	60		3291	3	549.02	0	Install C/o	LA JOLLA RANCHO	1247H2	La Jolla	1	
14	71507	Plug	B12S	61		3292	>8	0	0	Install C/o	LA JOLLA RANCHO	1247G2	La Jolla	1	

APPENDIX J
LATERALS SEWER REHAB

Appendix J-Laterals to be Rehabilitated
Sewer Group Job 798

No.	LATERAL FSN	SIZE	ST NUM	Street Name	Clean out Loc	OFFSE T Ft	FLD BK PAGE	THOS_BRO	Main FSN	SENSITI VE_	ACCESS	Notification
1	178332	4	1320	MUIRLANDS DR	unset	0	A12S	1247G2	988	N	DWG 26338-9-D ROW 40'. Stairs,	ROW letter
2	178799	4	1205	MUIRLANDS DR	MANHOLE	6	A12S	1247G2	989	N	Shrubs, no vis curve. ROW 40'.	
3	178518	4	1209	MUIRLANDS DR	LOT LINE	7	A12S	1247G2	989	N	Landscaped parkway. DWG 26338-8-D. ROW 40'	
4	305392	4	1503	EL CAM DEL TEATRO	LFT OF RGT LL	18	B11S	1247G2	3185	N	No curb, sidewalk. Landscape DWG 2227-D	
5	177791	4	6338	MUIRLANDS DR	MANHOLE	134	B11S	1247G2	3185	N	Lndscping, trees. dwvy 40' ROW	ROW letter
6	305565	4	6315	MUIRLANDS DR	MANHOLE	39	B11S	1247G2	3187	N	Driveway	ROW letter
7	305495	4	6325	MUIRLANDS DR	MANHOLE	50	B11S	1247G2	3187	N	Lndscping, trees. 40' ROW	ROW letter
8	177947	4	6325	MUIRLANDS DR	MANHOLE	54	B11S	1247G2	3187	N	Lndscping, trees. 40' ROW	
9	305498	4	6330	MUIRLANDS DR	MANHOLE	8	B11S	1247G2	3187	N	Lndscping, trees. dwvy 40' ROW	ROW letter
10	305578	4	6331	MUIRLANDS DR	MANHOLE	19	B11S	1247G2	3187	N	6318- Correction to GIS. Lndscping, trees. dwvy 40' ROW	ROW letter
11	305431	4	1525	LA CUMBRE DR	RGT OF LFT LL	48	B11S	1247G2	3188	N	Hedge. Trees. E of MH 241 ROW = 50' DWG 26338-21-D	ROW letter
12	177712	4	1545	LA CUMBRE DR	MANHOLE	108	B11S	1247G2	3188	N	Tree roots 50' ROW DWG 26338-21-D	ROW letter
13	178163	4	6316	CALLE MAJORCA	MANHOLE	19	B11S	1247G2	3230	N	Dwg 2227-D 50' on 6315 Muirlands Dr.	
14	178346	4	6303	MUIRLANDS DR	MANHOLE	48	B12S	1247G2	3230	N	Treess.DWG 26338-12-D ROW 40'	ROW letter
15	305750	4	6306	MUIRLANDS DR	MANHOLE	60	B11S	1247G2	3230	N	Dense shrubs, trees to road	ROW letter
16	178226	4	6309	MUIRLANDS DR	MANHOLE	54	B11S	1247G2	3230	N	Grass, trees	ROW letter
17	305907	4	1442	MUIRLANDS DR	unset	0	B12S	1247G2	3232	N	Grass parkway	
18	305974	4	1443	MUIRLANDS DR	MANHOLE	117	B12S	1247G2	3232	N	DWG 26338-12-D ROW 40'	ROW letter
19	178540	4	1443	MUIRLANDS DR	MANHOLE	48	B12S	1247G2	3232	N	DWG 26338-12-D ROW 40'	
20	178495	4	1215	MUIRLANDS DR	RGT OF LFT LL	4	A12S	1247G2	3233	N	DWG 26338-9-D ROW 40'	ROW letter
21	305969	4	1326	MUIRLANDS DR	MANHOLE	96	B12S	1247G2	3233	N	Dec. drive, plants.DWG 26338-10-D ROW 40'	ROW letter
22	306051	4	1404	MUIRLANDS DR	RGT OF LFT LL	34	B12S	1247G2	3233	N	DWG 26338-10-D ROW 40'	ROW letter
23	306085	4	1414	MUIRLANDS DR	MANHOLE	58	B12S	1247G2	3234	N	DWG 26338-11-D ROW 40'	ROW letter
24	178879	4	1439	INSPIRATION DR	MANHOLE	174	B12S	1247G2	3235	N	No sidewal or curbs, 40' ROW	ROW letter
25	178866	4	6210	LA JOLLA MESA DR	MANHOLE	58	B12S	1247G2	3236	N	Decorative driveway, lands	ROW letter
26	306088	4	6219	LA JOLLA MESA DR	RGT OF LFT LL	22	B12S	1247G2	3236	N	Dense shrubs, driveway	ROW letter
27	178648	4	6229	LA JOLLA MESA DR	LFT OF RGT LL	40	B12S	1247G2	3236	N	Dense shrubs, driveway	ROW letter
28	5490874	4	1443	MUIRLANDS DR	MANHOLE	6	B12S	1247G2	3236	N	Shrubs, DWG 26338-12-D ROW 40'	
29	306168	4	1490	BUCKINGHAM DR	MANHOLE	139	B12S	1247G2	3237	N	Grass	
30	306178	4	1490	BUCKINGHAM DR	MANHOLE	152	B12S	1247G2	3237	N	Grass	
31	178892	4	1491	BUCKINGHAM DR	LFT OF RGT LL	85	B12S	1247G2	3237	N	60' ROW Dwg 26338-18-D	
32	306190	4	6219	LA JOLLA MESA DR	MANHOLE	181	B12S	1247G2	3237	N	Shrubs, driveway	ROW letter
33	178876	4	1491	BUCKINGHAM DR	MANHOLE	33	B12S	1247G2	3238	N	60' ROW Dwg 26338-18-D	

Appendix J-Laterals to be Rehabilitated
Sewer Group Job 798

34	178739	4	1504	BUCKINGHAM DR	MANHOLE	77	B12S	1247G2	3238	N	60' ROW Dwg 26338-18-D	
35	306160	4	1505	BUCKINGHAM DR	LFT OF RGT LL	57	B12S	1247G2	3238	N	60' ROW Dwg 26338-18-D	
36	306068	4	1524	BUCKINGHAM DR	MANHOLE	140	B12S	1247G2	3238	N	60' ROW Dwg 26338-18-D	
37	306066	4	1524	BUCKINGHAM DR	RGT OF LFT LL	26	B12S	1247G2	3238	N	60' ROW Dwg 26338-18-D	
38	178775	4	1525	BUCKINGHAM DR	LFT OF RGT LL	57	B12S	1247G2	3238	N	60' ROW Dwg 26338-18-D	
39	178626	4	1544	BUCKINGHAM DR	MANHOLE	68	B12S	1247G2	3238	N	Shrubbery, fence at road, custm dvy	ROW letter
40	178728	4	1545	BUCKINGHAM DR	MANHOLE	3	B12S	1247G2	3238	N	60' ROW Dwg 26338-18-D	
41	306484	4	1425	BUCKINGHAM DR	MANHOLE	72	B12S	1247G2	3239	N	Grass	
42	179273	4	1425	BUCKINGHAM DR	MANHOLE	82	B12S	1247G2	3239	N	Grass	
43	179434	4	6135	LA JOLLA MESA DR	MANHOLE	4	B12S	1247G2	3239	N	Grass	
44	179449	4	6154	LA JOLLA MESA DR	MANHOLE	47	B12S	1247G2	3239	N	Decorative walkway, grass	ROW letter
45	179490	4	6154	LA JOLLA MESA DR	RGT OF LFT LL	60	B12S	1247G2	3239	N	Decorative walkway, grass	ROW letter
46	179228	4	6172	LA JOLLA MESA DR	MANHOLE	168	B12S	1247G2	3239	N	Grass	
47	179011	4	6192	LA JOLLA MESA DR	MANHOLE	29	B12S	1247G2	3239	N	Landscape, driveway	ROW letter
48	179657	4	1405	INSPIRATION DR	unset	0	B12S	1247G2	3240	N	No sidewal or curbs, 40' ROW	ROW letter
49	306707	4	1419	INSPIRATION DR	LFT OF RGT LL	17	B12S	1247G2	3240	N	No sidewal or curbs, 40' ROW	ROW letter
50	179418	4	1420	INSPIRATION DR	MANHOLE	134	B12S	1247G2	3240	N	No sidewal or curbs, 40' ROW	ROW letter
51	306606	4	1431	INSPIRATION DR	MANHOLE	160	B12S	1247G2	3240	N	No sidewal or curbs, 40' ROW	ROW letter
52	179404	4	1441	INSPIRATION DR	MANHOLE	103	B12S	1247G2	3240	N	No sidewal or curbs, 40' ROW	ROW letter
53	306442	4	1451	INSPIRATION DR	MANHOLE	25	B12S	1247G2	3240	N	No sidewal or curbs, 40' ROW	ROW letter
54	179728	4	1355	INSPIRATION DR	RGT OF LFT LL	4	B12S	1247G2	3241	N	No sidewal or curbs, 40' ROW	ROW letter
55	179715	4	1371	INSPIRATION DR	RGT OF LFT LL	40	B12S	1247G2	3241	N	No sidewal or curbs, 40' ROW	ROW letter
56	179582	4	1372	INSPIRATION DR	LFT OF RGT LL	13	B12S	1247G2	3241	N	No sidewal or curbs, 40' ROW	ROW letter
57	179576	4	1410	INSPIRATION DR	MANHOLE	32	B12S	1247G2	3241	N	No sidewal or curbs, 40' ROW	ROW letter
58	179624	4	1655	LA JOLLA RANCHO RD	MANHOLE	187	B12S	1247H2	3241	N	Arid landscaping, rocks	ROW letter
59	306645	4	6150	LA JOLLA MESA DR	MANHOLE	30	B12S	1247G2	3242	N	Grass	
60	378503	4	6121	LA JOLLA MESA DR	MANHOLE	146	B12S	1247G2	3243	N	DG?, trees	
61	179856	4	6124	LA JOLLA MESA DR	MANHOLE	22	B12S	1247G2	3244	N	Enhanced driveway in ROW. MH*	ROW letter
62	179896	4	1452	RODEO DR	MANHOLE	77	B12S	1247G2	3245	N	Grass.	
63	307014	4	1465	RODEO DR	MANHOLE	36	B12S	1247G2	3245	N	Ivy, trees	
64	180193	4	1431	RODEO DR	MANHOLE	142	B12S	1247G2	3246	N	Standard driveway	
65	180072	4	1444	RODEO DR	MANHOLE	134	B12S	1247G2	3246	N	Sidewalk	
66	180138	4	1445	RODEO DR	RGT OF LFT LL	37	B12S	1247G2	3246	N	Slope, asphalt drwy	
67	180371	4	1362	RODEO DR	LFT OF RGT LL	35	B12S	1247G2	3247	N	Hedge	ROW letter
68	180473	4	1365	RODEO DR	RGT OF LFT LL	52	B12S	1247G2	3247	N	Under construction	
69	180307	4	1372	RODEO DR	RGT OF LFT LL	37	B12S	1247G2	3247	N	Landscaping	ROW letter
70	180420	4	1381	RODEO DR	unset	0	B12S	1247G2	3247	N	Brick stepping stoness; grass	ROW letter
71	307176	4	1382	RODEO DR	RGT OF LFT LL	6	B12S	1247G2	3247	N	Standard drwy, decorative edge	ROW letter
72	307235	4	1401	RODEO DR	MANHOLE	173	B12S	1247G2	3247	N	Stamped, colored driveway	ROW letter
73	180229	4	1402	RODEO DR	RGT OF LFT LL	5	B12S	1247G2	3247	N	French drains, tree	ROW letter

Appendix J-Laterals to be Rehabilitated
Sewer Group Job 798

74	307464	4	1325	RODEO DR	RGT OF LFT LL	45	B12S	1247G2	3250	N	Slope, ice plant	
75	180593	4	1332	RODEO DR	LFT OF RGT LL	5	B12S	1247G2	3250	N	Colored? Concrete driveway	ROW letter
76	180512	4	1342	RODEO DR	MANHOLE	73	B12S	1247G2	3250	N	Colored concrete driveway	ROW letter
77	307384	4	1345	RODEO DR	RGT OF LFT LL	41	B12S	1247G2	3250	N	Standard dvwy, shrubs	
78	180441	4	1352	RODEO DR	LFT OF RGT LL	37	B12S	1247G2	3250	N	Trees; scored walkway	ROW letter
79	180540	4	1430	LA JOLLA RANCHO RD	MANHOLE	30	B12S	1247G2	3251	N	Shrubs, tiled walkway	ROW letter
80	307435	4	1443	LA JOLLA RANCHO RD	MANHOLE	25	B12S	1247G2	3251	N	Brick driveway, sidewalk	ROW letter
81	180399	4	1450	LA JOLLA RANCHO RD	MANHOLE	79	B12S	1247G2	3251	N	Pavers-Interlocking (?), grass	ROW letter
82	307379	4	1459	LA JOLLA RANCHO RD	MANHOLE	100	B12S	1247G2	3251	N	Shrubs	ROW letter
83	180608	4	1420	LA JOLLA RANCHO RD	MANHOLE	70	B12S	1247G2	3252	N	parkway, tiled driveways	ROW letter
84	180697	4	1429	LA JOLLA RANCHO RD	MANHOLE	10	B12S	1247G2	3252	N	Sidewalk and parkway	
85	180726	4	1429	LA JOLLA RANCHO RD	MANHOLE	80	B12S	1247G2	3252	N	Sidewalk and parkway	
86	181042	4	1302	RODEO DR	RGT OF LFT LL	50	B12S	1247G2	3252	N	Sdewalk, parkway	
87	307600	4	1363	LA JOLLA RANCHO RD	LFT OF RGT LL	12	B12S	1247G2	3253	N	Sidewalk and parkway	
88	180747	4	1364	LA JOLLA RANCHO RD	RGT OF LFT LL	8	B12S	1247G2	3253	N	Sidewalk and parkway	
89	307571	4	1383	LA JOLLA RANCHO RD	RGT OF LFT LL	96	B12S	1247G2	3253	N	Sidewalk and parkway	
90	180705	4	1384	LA JOLLA RANCHO RD	MANHOLE	117	B12S	1247G2	3253	N	sidewalk, parkway, and brick drive	ROW letter
91	307655	4	1304	LA JOLLA RANCHO RD	LFT OF RGT LL	81	B12S	1247G2	3254	N	Sidewalk and parkway	
92	180984	4	1323	LA JOLLA RANCHO RD	MANHOLE	105	B12S	1247G2	3254	N	Sidewalk and parkway	
93	180871	4	1324	LA JOLLA RANCHO RD	RGT OF LFT LL	8	B12S	1247G2	3254	N	Sidewalk and parkway	
94	180916	4	1343	LA JOLLA RANCHO RD	LFT OF RGT LL	7	B12S	1247G2	3254	N	Sidewalk and parkway	
95	307541	4	1344	LA JOLLA RANCHO RD	MANHOLE	26	B12S	1247G2	3254	N	Sidewalk and parkway	
96	180922	4	1290	LA JOLLA RANCHO RD	LFT OF RGT LL	5	B12S	1247G2	3255	N	Sidewalk and parkway	
97	180839	4	1312	RODEO DR	MANHOLE	96	B12S	1247G2	3255	N	No sidewalk; grass, shrubs	
98	180736	4	1322	RODEO DR	MANHOLE	23	B12S	1247G2	3255	N	Colored driveway, grass	ROW letter
99	308130	4	1205	LA JOLLA RANCHO RD	LFT OF RGT LL	5	B12S	1247G3	3257	N	Sidewalk and parkway	
100	181516	4	1227	LA JOLLA RANCHO RD	LFT OF RGT LL	11	B12S	1247G3	3257	N	Sidewalk and parkway	
101	307985	4	1240	LA JOLLA RANCHO RD	RGT OF LFT LL	5	B12S	1247G3	3257	N	Sidewalk and parkway	
102	181444	4	1241	LA JOLLA RANCHO RD	LFT OF RGT LL	5	B12S	1247G3	3257	N	Sidewalk and parkway	
103	181422	4	1241	LA JOLLA RANCHO RD	LFT OF RGT LL	5	B12S	1247G3	3257	N	Sidewalk and parkway	
104	181323	4	1315	COTTONTAIL LN	RGT OF LFT LL	5	B12S	1247G3	3258	N	Colored concrete driveway ROW	ROW letter
105	307917	4	1252	LA JOLLA RANCHO RD	RGT OF LFT LL	5	B12S	1247G2	3258	N	Sidewalk and parkway	
106	181347	4	1253	LA JOLLA RANCHO RD	LFT OF RGT LL	7	B12S	1247G3	3258	N	Sidewalk and parkway	
107	181246	4	1264	LA JOLLA RANCHO RD	RGT OF LFT LL	5	B12S	1247G2	3258	N	Sidewalk and parkway	
108	307922	4	1265	LA JOLLA RANCHO RD	LFT OF RGT LL	7	B12S	1247G3	3258	N	Sidewalk and parkway	
109	181169	4	1278	LA JOLLA RANCHO RD	RGT OF LFT LL	3	B12S	1247G2	3258	N	Sidewalk and parkway	
110	181244	4	1314	COTTONTAIL LN	LFT OF RGT LL	5	B12S	1247G2	3259	N	Driveway plain concrete	
111	181220	4	1291	LA JOLLA RANCHO RD	RGT OF LFT LL	12	B12S	1247G2	3259	N	Sidewalk and parkway	
112	180414	4	5940	LA JOLLA SCENIC S DR	unset	0	B12S	1247H2	3278	N	Sidewalk	
113	180388	4	5952	LA JOLLA SCENIC S DR	RGT OF LFT LL	3	B12S	1247H2	3278	N	Sidewalk	

Appendix J-Laterals to be Rehabilitated
Sewer Group Job 798

114	180524	4	5961	LA JOLLA SCENIC S DR	RGT OF LFT LL	38	B12S	1247H2	3278	N	Sidewalk	
115	180393	4	6018	LA JOLLA SCENIC S DR	RGT OF LFT LL	40	B12S	1247H2	3278	N	Sidewalk	
116	180337	4	6022	LA JOLLA MESA DR	MANHOLE	72	B12S	1247H2	3279	N	Grass	
117	180199	4	6060	LA JOLLA MESA DR	MANHOLE	24	B12S	1247H2	3279	N	Ivy, trees	
118	180541	4	6012	LA JOLLA MESA DR	MANHOLE	68	B12S	1247H2	3280	N	Sidewalk	
119	180669	4	6011	GERMAINE LN	RGT OF LFT LL	47	B12S	1247H2	3281	N	Driveway plain concrete	
120	307368	4	6029	GERMAINE LN	MANHOLE	7	B12S	1247H2	3282	N	Enhanced driveway, walkway DWG 12497-L 60'	ROW letter
121	307119	4	1466	LA JOLLA RANCHO RD	MANHOLE	136	B12S	1247G2	3283	N	Shrub fence, brick walkway	ROW letter
122	307186	4	1467	LA JOLLA RANCHO RD	MANHOLE	100	B12S	1247G2	3283	N	Ivy, trees	
123	306874	4	6098	LA JOLLA MESA DR	MANHOLE	30	B12S	1247H2	3284	N	ROW enhancement-landscape	ROW letter
124	306957	4	6102	LA JOLLA MESA DR	MANHOLE	22	B12S	1247G2	3284	N	Decorative walkway, grass	ROW letter
125	179924	4	6098	LA JOLLA MESA DR	MANHOLE	140	B12S	1247H2	3285	N	Driveway, shrubs	
126	179837	4	1605	LA JOLLA RANCHO RD	MANHOLE	36	B12S	1247H2	3285	N	Thick shrubs, no curb	ROW letter
127	307022	4	6070	LA JOLLA MESA DR	MANHOLE	84	B12S	1247H2	3286	N	ROW enhancement-brick	ROW letter
128	179692	4	1540	LA JOLLA RANCHO RD	MANHOLE	119	B12S	1247H2	3287	N	No curb; 50' ROW DWG 2714-D	
129	306713	4	1540	LA JOLLA RANCHO RD	MANHOLE	97	B12S	1247H2	3287	N	No curb; 50' ROW DWG 2714-D	
130	306635	4	1660	LA JOLLA RANCHO RD	MANHOLE	111	B12S	1247H2	3288	N	Shrubs	
131	179548	4	1660	LA JOLLA RANCHO RD	MANHOLE	118	B12S	1247H2	3288	N	Shrubs	
132	179569	4	1671	LA JOLLA RANCHO RD	MANHOLE	54	B12S	1247H2	3289	N	Grass	
133	179534	4	1775	LA JOLLA RANCHO RD	MANHOLE	130	B12S	1247H2	3289	N	Asphalt, shrubs	
134	306548	4	1780	LA JOLLA RANCHO RD	MANHOLE	120	B12S	1247H2	3289	N	Gravel	
135	179352	4	1780	LA JOLLA RANCHO RD	MANHOLE	80	B12S	1247H2	3289	N	Gravel	
136	179422	4	1780	LA JOLLA RANCHO RD	MANHOLE	114	B12S	1247H2	3289	N	Gravel	
137	179363	4	1780	LA JOLLA RANCHO RD	MANHOLE	87	B12S	1247H2	3289	N	Gravel	
138	179417	4	1780	LA JOLLA RANCHO RD	MANHOLE	126	B12S	1247H2	3289	N	Gravel	
139	306564	4	1795	LA JOLLA RANCHO RD	MANHOLE	58	B12S	1247H2	3290	N	Asphalt, shrubs. ROW 50'	
140	179245	4	1802	LA JOLLA RANCHO RD	MANHOLE	150	B12S	1247H2	3290	N	Asphalt	
141	306441	4	1802	LA JOLLA RANCHO RD	MANHOLE	151	B12S	1247H2	3290	N	Asphalt, brick edge and lawn	
142	179349	4	1805	LA JOLLA RANCHO RD	MANHOLE	0	B12S	1247H2	3290	N	Dirt, landscaping. ROW 50'	
143	306470	4	1825	LA JOLLA RANCHO RD	MANHOLE	20	B12S	1247H2	3291	N	Asphalt dwwy	
144	306359	4	1860	LA JOLLA RANCHO RD	MANHOLE	115	B12S	1247H2	3291	N	Landscaping. 50' ROW	
145	306339	4	6100	LA JOLLA SCENIC S DR	RGT OF LFT LL	10	B12S	1247H2	3291	N	Landscaping, 50" ROW	
146	179084	4	6100	LA JOLLA SCENIC S DR	MANHOLE	157	B12S	1247H2	3291	N	Landscaping, 50" ROW	
147	306344	4	6100	LA JOLLA SCENIC S DR	MANHOLE	169	B12S	1247H2	3291	N	Landscaping, 50" ROW	
148	178621	4	1650	LA JOLLA RANCHO RD	MANHOLE	3	B12S	1247G2	3292	N	Fence	
149	308519	4	5811	BOX CANYON RD	RGT OF LFT LL	5	B12S	1247G3	3482	N	Field ck; Dwg 4463-D, 50'	
150	182103	4	5821	BOX CANYON RD	RGT OF LFT LL	5	B12S	1247G3	3482	N	Grass. Dwg 4463-D, 50' ROW	
151	308443	4	5831	BOX CANYON RD	LOT LINE	6	B12S	1247G3	3482	N	Landscape shrubs Dwg 4463-D, 50' ROW	ROW letter
152	308506	4	1105	LA JOLLA RANCHO RD	MANHOLE	112	B12S	1247G3	3482	N	Decorative driveway	ROW letter

Appendix J-Laterals to be Rehabilitated
Sewer Group Job 798

153	168645	8	3204	CAMTO AMECA	MANHOLE	157	C09S	1228A5	7689	N	Ssidewalk	
154	300107	4	2541	ANGELL AV	LFT OF RGT LL	39	C10S	1228B6	7951	Y	Sidewalk and parkway	
155	169831	4	2549	ANGELL AV	RGT OF LFT LL	53	C10S	1228B6	7951	Y	Sidewalk and parkway	
156	169792	4	2557	ANGELL AV	LFT OF RGT LL	37	C10S	1228B6	7951	Y	Sidewalk and parkway	
157	170137	4	2501	ANGELL AV	RGT OF LFT LL	32	C10S	1228A6	7952	Y	Sidewalk	
158	170144	4	2509	ANGELL AV	LFT OF RGT LL	28	C10S	1228B6	7952	Y	Sidewalk	
159	170042	4	2517	ANGELL AV	RGT OF LFT LL	54	C10S	1228B6	7952	Y	Sidewalk and parkway	
160	169965	4	2525	ANGELL AV	LFT OF RGT LL	47	C10S	1228B6	7952	Y	Sidewalk and parkway	
161	300135	4	2533	ANGELL AV	LFT OF RGT LL	42	C10S	1228B6	7952	Y	Sidewalk and parkway	
162	300040	4	2565	ANGELL AV	RGT OF LFT LL	57	C10S	1228B6	8086	Y	Sidewalk and parkway	
163	169750	4	2603	ANGELL AV	unset	0	C09S	1228B6	8086	N	Sidewalk and parkway	
164	169738	4	2608	ANGELL AV	MANHOLE	91	C09S	1228B6	8086	Y	Sidewalk and parkway	

APPENDIX K

TELEVISION INSPECTION REPORTS AND SAMPLE FORMATS, CODES

Appendix K-Sample of Observation Access DB for Sewer Mains Video

INSPECTION SEQ NUM	FAC SEQ NUM	OBSERVATION SEQ NUM	OBSERVATION CD	FOOTAGE QTY	OBSERVATION COMMENT
1	3539	7586	FH-N	233	
1	3539	7581	ST-N	0	
1	3539	7582	CN-N	5	
1	3539	7583	CN-N	89	
1	3539	7585	CN-N	227	
1	3539	7584	CN-N	160	
2	3540	7592	CN-N	235	
2	3540	7593	CN-N	238	
2	3540	7591	CN-N	168	
2	3540	7590	CN-N	100	
2	3540	7589	CN-N	78	
2	3540	7588	CN-N	24	
2	3540	7587	ST-N	0	
2	3540	7594	FH-N	267	
3	3543	7595	ST-N	0	
3	3543	7596	CN-N	2	
3	3543	7597	CN-N	24	
3	3543	7598	CN-N	111	
3	3543	7599	FH-N	305	
4	3544	7604	CN-N	120	
4	3544	7601	CN-N	29	
4	3544	7600	ST-N	0	
4	3544	7602	CN-N	42	
4	3544	7605	FH-N	154	
4	3544	7603	CN-N	117	
5	11052	7610	CN-N	240	
5	11052	7611	CN-N	295	
5	11052	7609	CN-N	103	
5	11052	7608	CN-N	38	

Appendix K-Sample of Pipe Segment Access DB for Sewer Mains Video

INSPECTION SEQ NUM	FAC SEQ NUM	LGTH QTY	DEPTH	JOINT SPACING NUM	INSD DIAM SIZE NUM	START FOOTAGE QTY	END FOOTAGE QTY	PIPE SEGMENT COMMENT	MATL_CD	REHAB
1	3539	233	0	0	8	0			RIBLC	LINED
2	3540	267	0	0	8	0			RIBLC	LINED
3	3543	305	0	0	8	0			RIBLC	LINED
4	3544	154	0	0	8	0			RIBLC	LINED
5	11052	333	0	0	8	0			NATIONAL LINER	LINED
6	11072	127	0	0	8	0			NATIONAL LINER	LINED
7	11074	219	0	0	8	0			NATIONAL LINER	LINED
8	11081	238	0	0	8	0			RIBLC	LINED
9	11082	215	0	0	8	0			RIBLC	LINED
10	11084	117	0	0	8	0			RIBLC	LINED
11	11085	147	0	0	8	0			NATIONAL LINER	LINED
12	11086	252	0	0	8	0			RIBLC	LINED

Appendix K – Video Inspections

All video inspection will follow the White Book 2012, Section 306.9

- Lateral videos
 - Shall follow White Book 2012 specs regarding file format, quality, and information on the video.
 - Naming convention will consist of: Number (of listing on Appendix J Sewer Laterals to be Rehabbed), the lateral FSN - or 0 if a found lateral*; street number and street name.
Example: ""1309812_7605MagellanDr.wmv""
- Lateral Final videos
 - The submittal shall include a summary of the included videos listing the Downstream Facility FSN of each Lateral
 - An As-Built, per sample.

*When a lateral is found that is not on the Appendix J list, it should be added to the list, given the next number, and the Engineer notified of the new number assignment. It is the responsibility Engineer or PM will apply for a new FSN for the facility.

An Excel file of Appendix J can be provided upon request. A copy of the database example for Mains will also be provided, however, as disk must be submitted for the transfer of the Access file.

Contractor is responsible for QA/QC of all submittals.

A Lined-To-Date report for Laterals is to be submitted monthly. See Appendix N, Part 4.

APPENDIX L
SAMPLE DOOR HANGER



Sewer Group Job 798 Spring 2015 – Fall 2015

What you need to know:

- The City of San Diego Public Works-Engineering Dept. is rehabilitating the major sewer pipeline in the street and the service laterals up to the property lines in your area.

How your neighborhood may be impacted:

- For a limited time, crews will need to block off your sewer connection. **PLEASE AVOID USING YOUR WATER** since it is possible your system **MAY BACK UP AND FLOOD YOUR HOME**. Please **DO NOT** do laundry, wash dishes, bathe, shower or flush toilets during the hours of construction. Please observe the parking restrictions posted. "No Parking" and "Tow Away" signs will be posted 24 hrs. in advance of enforcement in affected areas. Access to your driveway may be temporarily restricted.
- Two-way traffic will be maintained at all times.

Anticipated Construction Schedule

- The project upgrades for aging pipelines have been ongoing and now are scheduled to start on your street.

Hours and Days of Operation

- Monday to Friday 7:30 AM to 4 PM

For questions related to this work
Call: (619) 533-4207

Email: engineering@sandiego.gov
Visit: sandiego.gov/CIP



Sewer Group Job 798 Spring 2015 – Fall 2015

What you need to know:

- The City of San Diego Public Works-Engineering Dept. is rehabilitating the major sewer pipeline in the street and the service laterals up to the property lines in your area.

How your neighborhood may be impacted:

- For a limited time, crews will need to block off your sewer connection. **PLEASE AVOID USING YOUR WATER** since it is possible your system **MAY BACK UP AND FLOOD YOUR HOME**. Please **DO NOT** do laundry, wash dishes, bathe, shower or flush toilets during the hours of construction. Please observe the parking restrictions posted. "No Parking" and "Tow Away" signs will be posted 24 hrs. in advance of enforcement in affected areas. Access to your driveway may be temporarily restricted.
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Anticipated Construction Schedule

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- Monday to Friday 7:30 AM to 4 PM

For questions related to this work
Call: (619) 533-4207

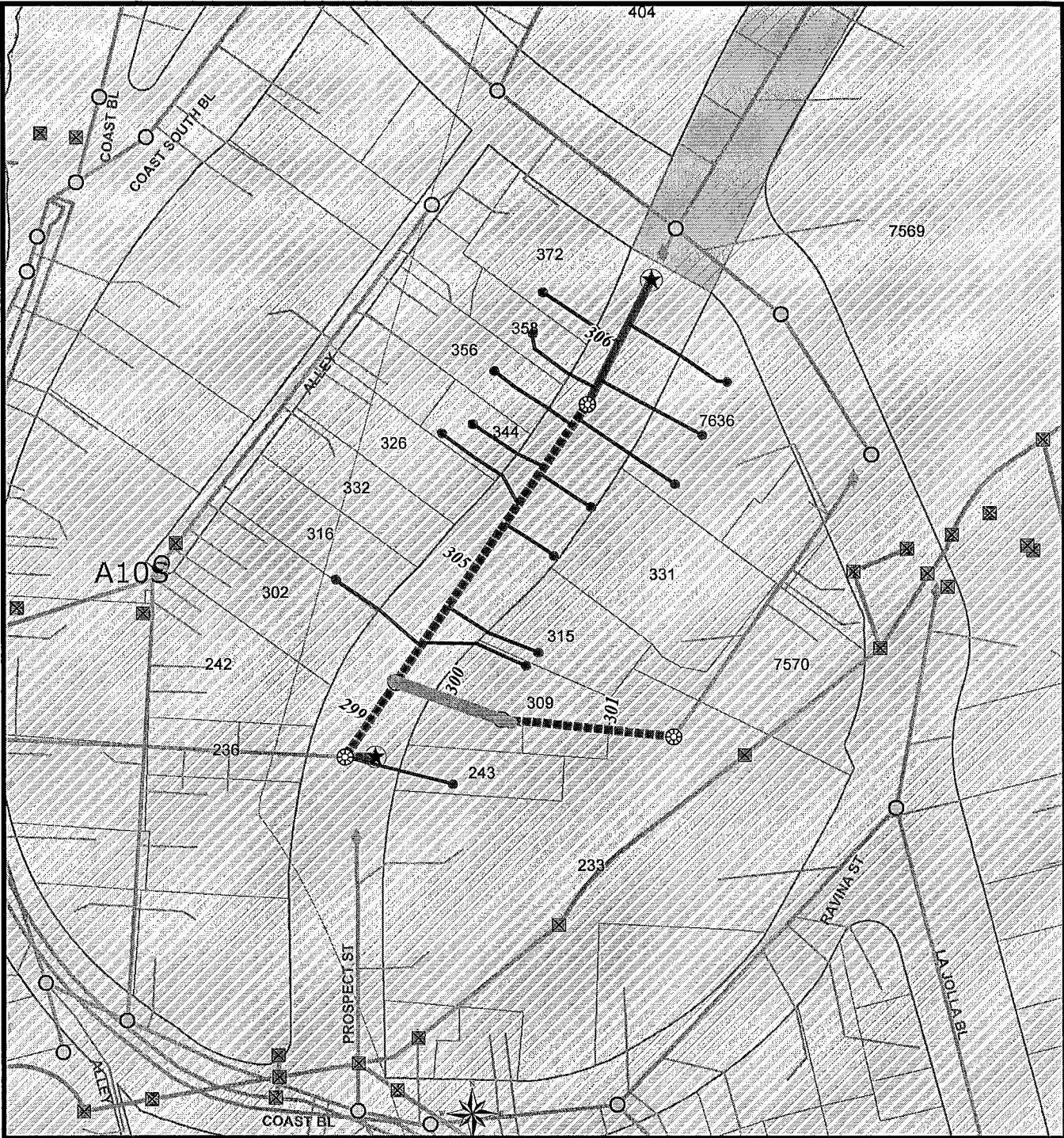
Email: engineering@sandiego.gov
Visit: sandiego.gov/CIP

APPENDIX M

SEWER LATERAL VIDEO LINED TO DATE TEMPLATE


APPENDIX N
AS-BUILTS SAMPLES

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



FSN Sewer Main		300	No Scale
Rehabilitated-CIPP		00/00/0000	
Rehabilitated-Expanda		00/00/0000	
Point Repair		00/00/0000	
Manhole Rehabbed		00/00/0000	
Manhole Installed		00/00/0000	
Clean out installed		00/00/0000	
Lateral Rehabbed		00/00/0000	
SLC Installed		00/00/0000	

Sewer Group Job 798



CITY OF SAN DIEGO, CALIFORNIA
PUBLIC UTILITIES/PUBLIC WORKS ENGINEERING

SHEET 2 OF 10

CONTRACTOR: _____ DATE STARTED: _____
INSPECTOR: _____ DATE COMPLETED: _____

SEWER B-00399 (S)
Maryam Liaghat ASSOCIATE ENGINEER
Lisa Canning PROJECT ENGINEER
A10S
FLD BK PG 1227 7E
THOS BROS

S:\ROWD\ROWD-Section-4 WaterandWastewater\Pipelines\Maryam's Projects\Sewer GJ 798\Design\100% design\For Spec

APPENDIX O
MORATORIUM DATES

Appendix O- Moritoriums Affecting Sewer Group Job 798

Street	Moritorium	Date START	Date END
Angell Av.	OVERLAY	1/7/2014	1/7/2017
Angell Av.	BIRD NESTING	FEB. 1	SEPT. 15
Villa Mallorca	BIRD NESTING	FEB. 1	SEPT. 15

APPENDIX P
SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer

City of San Diego
Field Engineering Division
9485 Aero Drive
San Diego, CA 92123-1801

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal						\$3,420

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal							\$3,420

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of all four California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

APPENDIX Q
SAMPLE NOTICE



PROJECT NAME

Trenching on your street is complete.

What you need to know:

- Pipe installation on your street is complete and construction crews are now installing new pipeline for this project at another location.
- You may see temporary trench plates or trench cap for some time, even after construction activities have concluded on your street.

Street resurfacing:

- Your Streets will be resurfaced once the entire pipeline project is complete. Concrete streets will not be resurfaced curb to curb; only the trench will be backfilled.
- Street resurfacing may be delayed due the City's slurry seal moratorium

Estimated resurfacing completion on your street:

(Insert Date-Month and Year)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov



This information is available in alternative formats upon request.



ATTACHMENT F
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①

City of San Diego

LIC/SE
DIR/ST
JE

CONTRACTOR'S NAME: BURTECH PIPELINE INCORPORATED
 ADDRESS: 102 2ND STREET, ENCINITAS, CA 92024
 TELEPHONE NO.: (760) 634-2822 FAX NO.: (760) 634-2415
 CITY CONTACT: ELEIDA FELIX YACKEL, Contract Specialist, Email: EFelixYackel@sandiego.gov
Phone No. (619) 533-3449, Fax No. (619) 533-3633
MLiaghat/BDoringo/egz

CONTRACT DOCUMENTS

FOR

SEWER GROUP 798



VOLUME 2 OF 2

BID NO.: K-15-6289-DBB-3
 SAP NO. (WBS/IO/CC): B-00399
 CLIENT DEPARTMENT: 2011
 COUNCIL DISTRICT: 1
 PROJECT TYPE: JA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

**THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY
 REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION**

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

1. Bid/Proposal..... 3
2. Bid Bond..... 6
3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 7
4. Contractors Certification of Pending Actions 8
5. Equal Benefits Ordinance Certification of Compliance..... 9
6. Proposal (Bid)..... 10
7. Form AA35 - List of Subcontractors 14
8. Form AA40 - Named Equipment/Material Supplier List 15

BIDDING DOCUMENTS

PROPOSAL

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.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____
- (6) Email Address _____

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____

BIDDING DOCUMENTS

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

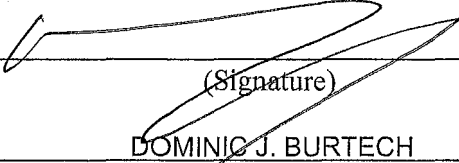
(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted BURTECH PIPELINE INCORPORATED

(2) Signature, with official title of officer authorized to sign for the corporation:



(Signature)

DOMINIC J. BURTECH

(Printed Name)

PRESIDENT & CEO

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of CALIFORNIA

(4) Place of Business (Street & Number) 102 2ND STREET

(5) City and State ENCINITAS, CALIFORNIA Zip Code 92024

(6) Telephone No. (760) 634-2822 Facsimile No. (760) 634-2415

(7) Email Address buddy@burtechpipeline.com

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION CLASS A

LICENSE NO. 718202 EXPIRES JANUARY 31, 2016

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

1000006324

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): XXXXXXXXXX

Email Address: buddy@burtechpipeline.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

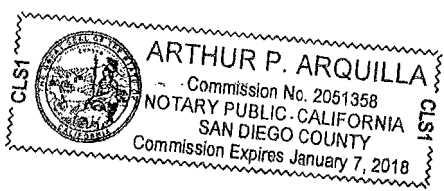
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature  Title PRESIDENT & CEO

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 15 DAY OF June, 2015

Notary Public in and for the County of San Diego, State of CA

(NOTARIAL SEAL)



BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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

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


SEWER GROUP 798, BID NUMBER K-15-6289-DBB-3

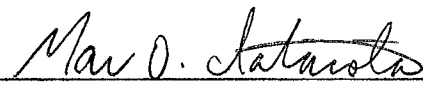
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes 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, this 10TH day of JUNE, 20 15

BURTECH PIPELINE, INCORPORATED (SEAL)
(Principal)

NORTH AMERICAN SPECIALTY
INSURANCE COMPANY (SEAL)
(Surety)

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

By: 
(Signature)
MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

California Acknowledgment Form

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

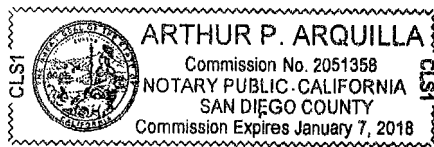
State of California }
County of San Diego } ss.

On 6/15/15 before me, Arthur P. Arquilla, Notary Public
(Here insert name and title of Notary Public)
personally appeared Dominic Butech

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

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

Seal



WITNESS my hand and official seal.

Arthur P. Arquilla
Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: _____ # of Pages: _____

Notes

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of SAN DIEGO)

On 06/10/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Michelle M. Basuil
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

JOHN G. MALONEY, HELEN MALONEY,
MARK D. IATAROLA and DEBORAH D. DAVIS
JOINTLY OR SEVERALLY

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

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

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

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



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



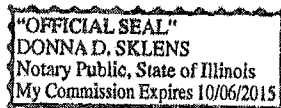
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 26th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of JUNE, 2015.

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

BIDDING DOCUMENTS

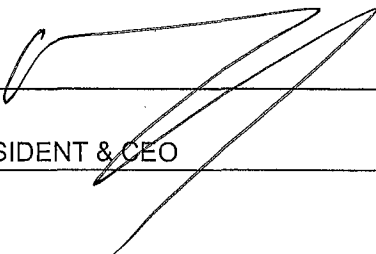
**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND
PUBLIC CONTRACT CODE 7106**

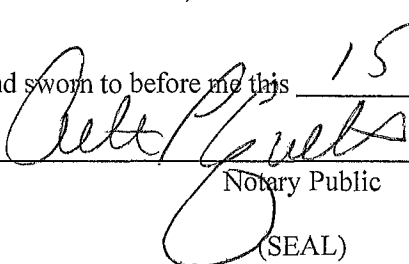
State of California)

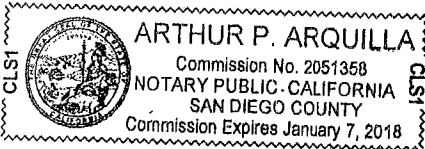
) ss.

County of SAN DIEGO)

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

Signed: 
Title: PRESIDENT & CEO

Subscribed and sworn to before me this 15 day of June, 2015

Notary Public
(SEAL)



BIDDING DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

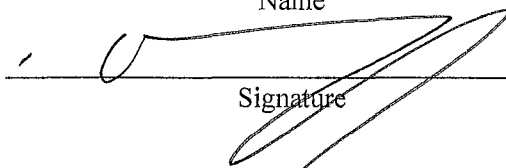
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of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

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

Contractor Name: BURTECH PIPELINE INCORPORATED

Certified By DOMINIC J. BURTECH Title PRESIDENT & CEO

Name


Signature

Date 6/16/15

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name:	BURTECH PIPELINE INCORPORATED	Contact Name:	DOMINIC J. BURTECH
Company Address:	102 2ND STREET, ENCINITAS, CA 92024	Contact Phone:	(760) 634-2822
		Contact Email:	buddy@burtechpipeline.com

CONTRACT INFORMATION

Contract Title:	SEWER GROUP 798	Start Date:	OCT. 2015
Contract Number (if no number, state location):	K-15-6289-DBB-3	End Date:	SEPT. 2016

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

DOMINIC J. BURTECH, President & CEO

Name/Title of Signatory

Signature

6/16/15

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input checked="" type="checkbox"/> Not Approved – Reason:
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(Rev 02/15/2011)

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **Sewer Group 798**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1	1	LS	524216	2-4.1	Bonds (Payment and Performance)	 	\$ 10,157.40
2	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	 	\$ 2,500.00
3	1	LS	237310	7-10.2.6	Traffic Control	 	\$ 3,500.00
4	1	LS	237110	9-3.4.1	Mobilization	 	\$ 15,000.00
5	1	AL		9-3.5	Field Orders - Type II	 	\$238,800.00
6	40	SF	237310	302-3.4	Asphalt Pavement Repair	\$ 15.00	\$ 600.00
7	5,150	SF	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II	\$ 2.25	\$ 11,587.50
8	5,000	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	\$ 5.00	\$ 25,000.00
9	100	CY	237310	302-6.8	Concrete Pavement	\$ 100.00	\$ 10,000.00
10	200	LF	237310	303-5.9	Curb & Gutter	\$ 10.00	\$ 2,000.00
11	100	SF	237310	303-5.9	Sidewalk Removal & Replacement	\$ 12.00	\$ 1,200.00
12	1	LS	237310	306-1.1.6	Trench Shoring	 	\$ 2,000.00
13	20	CY	237310	306-1.2.1.1	Additional Bedding	\$ 0.05	\$ 1.00
14	100	TON	237310	306-1.5.1	Temporary Resurfacing	\$ 0.01	\$ 1.00
15	50	TON	237110	306-1.6	Imported Backfill	\$ 10.00	\$ 500.00
16	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	 	\$ 550.00

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
17	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	 	\$ 500.00
18	1	LS	237110	704-4	Sewage Bypass and Pumping Plan (Diversion Plan)	 	\$ 1,000.00
19	11,894	LF	237110	306-9.7	Video Inspecting Pipelines and Culvert for Acceptance	\$ 0.80	\$ 9,515.20
20	11,894	LF	237110	306-9.7	Cleaning & Video Inspecting Pipelines & Culverts	\$ 0.85	\$ 10,109.90
21	14	EA	237110	306-1.6	8" Sewer Main Cleanout	\$ 4,500.00	\$ 63,000.00
22	11,894	LF	237110	500-1.1.9	Rehabilitate 8-Inch Sewer Main	\$ 22.00	\$ 261,668.00
23	10	EA	237110	500-1.2.7	Point Repair for Existing 8-Inch Sewer Main	\$ 4,000.00	\$ 40,000.00
24	120	LF	237110	500-1.2.7	Additional Point Repair for Existing 8-Inch Sewer Main	\$ 1.00	\$ 120.00
25	2	EA	237110	306-1.8.6	Manholes (4X3)	\$ 7,500.00	\$ 15,000.00
26	3	EA	237110	500-2.10.2	Rehabilitate Existing Manhole	\$ 1,750.00	\$ 5,250.00
27	1	EA	237110	306-1.8.6	Manhole (4X3) with Locking Device	\$ 8,000.00	\$ 8,000.00
28	1	EA	237110	306-1.8.6	Manhole Grade Ring, Frame & Cover Replacement	\$ 1,200.00	\$ 1,200.00
29	22	EA	237110	500-1.6.6	4-Inch Sewer Lateral Lining (Up to 7-feet in Depth)	\$ 2,000.00	\$ 44,000.00
30	142	EA	237110	500-1.6.6	4-Inch Sewer Lateral Lining (Greater than 7-feet in Depth)	\$ 2,100.00	\$ 298,200.00
31	164	EA	237110	500-1.6.6	Service Lateral Connection & Sealing	\$ 860.00	\$ 141,040.00
32	10	EA	237110	500-1.6.6	Lateral Point Repairs	\$ 2,500.00	\$ 25,000.00
ESTIMATED TOTAL BASE BID:							\$ 1,247,000.00

TOTAL BID PRICE FOR BID (Items 1 through 32 inclusive) amount written in words:

One Million Two Hundred Forty-Seven thousand Dollars and No Cents

BIDDING DOCUMENTS

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: NONE

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

DOMINIC J. BURTECH - PRESIDENT & CEO

JULIE J. BURTECH - EXEC. VP & SECRETARY

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.

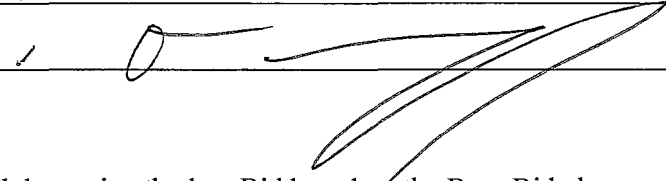
Bidder: BURTECH PIPELINE INCORPORATED

Title: DOMINIC J. BURTECH - PRESIDENT & CEO

Business Address: 102 2ND STREET,

Place of Business: ENCINITAS, CA 92024

Place of Residence: ENCINITAS, CA 92024

Signature: 

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.

BIDDING DOCUMENTS

- C. Failure to initial all corrections made in the bidding documents may cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- I. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED-OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Video Fact</u> Address: <u>4150 Merritt Blvd.</u> City: <u>La Mesa</u> State: <u>CA</u> Zip: <u>91941</u> Phone: <u>619-889-8368</u> Email: <u>chris@videofact.net</u>	Constructor	11RC0404	Preconst'n Video	\$ 2,200.00	ELBE	CITY	-
Name: <u>McGrath Consulting</u> Address: <u>P.O. Box 2488</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-443-3811</u> Email: <u>mwm@mcswppp.com</u>	Designer	11MH0280	WPLP Plan	\$ 485.00	ELBE	CITY	-

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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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.

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>YBS Concrete Inc.</u> Address: <u>821 Kuhn Dr. Ste. 204</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91914</u> Phone: <u>619-271-6122</u> Email: <u>ybsconcrete@yahoo.com</u>	Constructor	885270	Concrete Flatworks & Trucking	\$ 89,200.00	ELBE	CITY	-
Name: <u>Sealright Paving</u> Address: <u>9053 Olive Drive</u> City: <u>Spring Valley</u> State: <u>CA</u> Zip: <u>91977</u> Phone: <u>619-465-7411</u> Email: <u>srpestimating@sbcglobal.net</u>	Constructor	764113	Asphalt work	\$ 62,740.88	SLBE	CITY	-

0.1239 JE

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 | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| 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

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|-----------------------------------------------|--------|------------------------------------------------|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

- | | | | |
|------------------------------------------------------|--------|--------------------------------------------------------|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barney & Barney, A Marsh & McLennan Agency LLC Company, CA License #0H18131 P.O. Box 85638 San Diego, CA 92186	CONTACT NAME: Doug Shea PHONE (A/C, No, Ext): 858-587-7501 E-MAIL ADDRESS: doug.shea@barneyandbarney.com	FAX (A/C, No): 858-909-9682
	INSURER(S) AFFORDING COVERAGE	
INSURED Burtech Pipeline, Inc. 102 Second Street Encinitas, CA 92024	INSURER A: Old Republic General Insurance	NAIC # 24139
	INSURER B: Allied World National Assurance	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

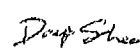
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	A1CG49031409	09/03/2014	09/03/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$	X	A1CA49031404	09/03/2014	09/03/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	A1CW49031409	09/03/2014	09/03/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Contractor's Pollution Liability	X	03091755	09/12/2014	09/03/2015	Each Loss: \$2,000,000 Aggregate: \$2,000,000 Ded \$15,000 (Each Loss)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: City of San Diego Sewer Group 798
 City and its elected officials, officers, employees, agents and representatives are included as additional insured with respects to GL/AL/Pollution per the attached endorsements. Waiver of Subrogation applies to WC per the attached endorsements. Coverage is Primary and Non-Contributory. Per Project Aggregate applies. Pollution Liability provides coverage for transportation of hazardous materials.

CERTIFICATE HOLDER City of San Diego c/o Ebix BPO P.O. Box 12010 Hemet, CA 92546	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS, HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

INSURED: Burtech Pipeline, Inc.

POLICY #: A1CG49031409

POLICY PERIOD: 09/03/2014

TO 09/03/2015

CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you and such person or organization have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury", that such person or organization be added as an additional insured on your policy.	All locations for which you and the additional insured have agreed in writing in a contract prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

INSURED: Burtech Pipeline, Inc.

POLICY #: A1CG49031409

POLICY PERIOD: 09/03/2014

TO 09/03/2015

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Name of Additional Insured Person(s)
Or Organization(s):**

Location(s) of Covered Operations

Where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

AUTHORIZED REPRESENTATIVE

DATE

INSURED: Burtech Pipeline, Inc.

POLICY #: A1CA49031404

POLICY PERIOD: 09/03/2014

TO 09/03/2015

Public Burden Statement

OMB No. 2126-0008

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements for the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to average approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RISA, Washington, D.C. 20590.

 <p>U.S. Department of Transportation Federal Motor Carrier Safety Administration</p>	<p align="center">ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980</p>
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Issued to
Burtech Pipeline, Inc.

Dated at New York, New York 14th, September, 2013

Amending Policy No.	Effective Date
A1CA49031404	
Name of Insurance Company	

Countersigned by



Authorized Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]," for the limits shown:

This insurance is primary and the company shall not be liable for amounts in excess of \$1,000,000 for each accident.

This insurance is excess and the company shall not be liable for amounts in excess of \$5,000,000 for each accident in excess of the underlying limit of \$1,000,000 for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: (215) 399-2939.

Cancellation of this endorsement may be effected by the company of the insured by giving: (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semi-trailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS--PUBLIC LIABILITY

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$ 750,000
(2) For-hire and Private (In interstate, foreign or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,600 water gallons; or in bulk Division 1.1., 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity, or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

INSURED: Burtech Pipeline, Inc.

POLICY #: A1CW49031409

POLICY PERIOD: 09/03/2014

TO 09/03/2015

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT
OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE
- CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE
- CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

<p><u>Name of Person or Organization:</u></p> <p>Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include:

A. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

TRANSPORTATION POLLUTION LIABILITY COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

COVERAGES - CONTRACTORS POLLUTION LIABILITY, Section **B**, **Exclusions, 16. Vehicles** is deleted in its entirety and replaced with the following:

16. Vehicles

Bodily injury or property damage arising from the use, maintenance, entrustment to others, or operation of any **auto**, aircraft, watercraft or other conveyance. However, this exclusion does not apply to:

- a. **Bodily injury or property damage** resulting from a **pollution condition** that commences during the transportation of **your product** by a **carrier**; or
- b. **Bodily injury or property damage** resulting from a **pollution condition** arising out of the ownership, maintenance or use of any **autos** or watercraft used in the operations performed by or on behalf of the insured.

With respect to item **b.** above, the following Limits of Insurance apply:

Limits of Insurance:	Each Occurrence Transportation Pollution Aggregate Limit (serves to reduce the General Aggregate shown on the Declarations page)
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The Limits of Insurance are subject to the terms and conditions of the **LIMITS OF INSURANCE** section of the policy to which this endorsement is attached.

All other terms and conditions remain the same.

INSURED: Burtech Pipeline, Inc.

POLICY #: A1CG49031409

POLICY PERIOD: 09/03/2014

TO 09/03/2015

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.	WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Burtech Pipeline, Inc.
Endorsement Effective Date:

SCHEDULE

Insurance Company:	
Policy Number: A1CA49031404	Effective Date: 09/03/2014
Expiration Date: 09/03/2015	
Named Insured: Burtech Pipeline, Inc.	
Address:	
Additional Insured (Lessor): City of San Diego c/o Ebix BPO	
Address: P.O. Box 12010 Hemet, CA 92546	
Designation Or Description Of "Leased Autos":	

Coverages	Limit Of Insurance
Covered Autos Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.