City of San Diego

 CONTRACTOR'S NAME:
 Burtech Pipeline Incorporated

 ADDRESS:
 1325 Pipeline Drive, Vista, CA 92081

 TELEPHONE NO.:
 (760) 634-2822

 FAX NO.:
 FAX NO.:

 CITY CONTACT:
 Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov

 Phone No. (619) 533-4491

N. Abdelmottaleb / M. Jirjis Nakasha / N. Alkuree

BIDDING DOCUMENTS





FOR

SKYLINE IMPROV 1



BID NO.:	K-24-2274-DBB-3
SAP NO. (WBS/IO/CC):	B-22006
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	4
PROJECT TYPE:	JA

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- ➢ PREVAILING WAGE RATES: STATE ∑ FEDERAL
- > APPRENTICESHIP

BID DUE DATE:

2:00 PM

MARCH 12, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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

For City Engineer

01-29-2024 Date



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(d)(2) for important information regarding grounds for debarment for failure to submit required documentation.

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5 PM 1 working day after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	If the Contractor is a Joint Venture:Joint Venture AgreementJoint Venture License	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
10.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
12.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

- **1. SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Skyline Improv 1.** For additional information refer to Attachment A.
- 2. FULL AND OPEN COMPETITION: This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <u>http://www.sandiego.gov</u>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$2,180,000.**
- 4. BID DUE DATE AND TIME ARE: March 12, 2024 at 2:00 PM.
- 5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- **6. LICENSE REQUIREMENT**: To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **A OR C-34**
- **7. SUBCONTRACTING PARTICIPATION PERCENTAGES**: Subcontracting participation percentages apply to this contract.
 - **7.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	5.6%
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- 2. ELBE participation 9.7%
- 3. Total mandatory participation **15.3%**
- **7.2.** The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on Planetbids.
- **7.3.** The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - **7.3.1.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - **7.3.2.** Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all bidders.

8. **PRE-BID MEETING**:

8.1. ENCOURAGED ONLINE PRE-BID MEETING:

Prospective Bidders are **Encouraged** to attend the Pre-Bid Meeting.

The Pre-Bid Meeting will be held on Wednesday, February 21, 2024, at 10:00 AM (PDT) at:

Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 239 595 165 038 Passcode: 4M2qRH Download Teams | Join on the web Or call in (audio only) +1 945-468-5511,74175285# United States, Dallas Phone Conference ID: 741 752 85# Find a local number | Reset PIN Learn More | Meeting options

Please Note: You will need to join the meeting with a computer, tablet or smartphone with the **Microsoft Teams** in order to sign in via the Chat feature as attendance at the meeting will be evidenced by the Chat sign-in. The Chat feature will also be used for attendees to ask any questions.

The purpose of the meeting is to discuss the scope of the Project, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures.

Upon entering the meeting, all attendees must use the chat feature to sign in with the following information: Name of firm, Attendee's name, Phone number and Email address.

9. AWARD PROCESS:

- **9.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- **9.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.

- **9.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- **9.4.** The low Bid will be determined by the Base Bid.
- **9.5.** Once the low Bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

10. SUBMISSION OF QUESTIONS:

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

JEEspindola@sandiego.gov

- **10.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **10.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- **10.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

http://www.sandiego.gov/cip/bidopps/prequalification

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

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

- **2.7. BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
 - **2.7.1.** Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- **2.8.** ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

- **3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- **3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- **3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- **3.4.** The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- **4. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City

shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- **5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer
- **6. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

7. INSURANCE REQUIREMENTS:

- **7.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **7.2.** Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- **8. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") <u>http://www.greenbookspecs.org/</u>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <u>https://www.sandiego.gov/ecp/edocref/greenbook</u>	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and- standard-specifications	2023	ECPD092023-05

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and- standard-specifications	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 7 (CA MUTCD Rev 7) <u>https://dot.ca.gov/programs/safety-programs/camutcd</u>		ECPD081023-07
NOTE: *Available online under Engineering Documents and F <u>https://www.sandiego.gov/ecp/edocref/</u> *Electronic updates to the Standard Drawings may also be found in t		

- **9. CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the <u>form of an addendum</u>. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
- **10. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- **11. CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

12. SUBCONTRACTOR INFORMATION:

12.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the NAME and ADDRESS of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a CONSTRUCTOR, CONSULTANT or SUPPLIER. The Bidder shall state the DIR REGISTRATION NUMBER for all subcontractors and shall further state within the description, the PORTION of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The DOLLAR VALUE of the total Bid to be performed

shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, "Self-Performance", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

- 12.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the NAME, LOCATION (CITY), DIR REGISTRATION NUMBER and the DOLLAR VALUE of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on alternate items, bidder shall use the provided "Subcontractors For Alternates" form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.
- **13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

14. AWARD:

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

- **14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- **15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- **16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.
- **17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- **18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

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

- **19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- **19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- **19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

- **19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 1 working day after the bid opening date, all bidders must provide the City with the original bid security.
- **19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5 PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to: Purchasing & Contracting Department, Public Works Division 1200 3rd Ave., Suite 200, MS 56P San Diego, California, 92101 To the Attention of the Contract Specialist on the Front Page of this solicitation.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- **20.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- **20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- **20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- **20.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- **20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- **20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

21. BID RESULTS:

21.1. The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be

made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.

21.2. To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

22. THE CONTRACT:

- **22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- **22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- **22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- **22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- **22.5.** The award of the Contract is contingent upon the satisfactory completion of the abovementioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- **23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive

evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

- **24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
 - **24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - **24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - **24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

- **25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive.**
- **25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

BOND NO. 7901177660 PREMIUM: \$24,440.00 PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

PROJECT: SKYLINE IMPROV 1; K-24-2274-DBB-3

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

<u>Burtech Pipeline Incorporated</u>, a corporation, as principal, and <u>NATIONWIDE MUTUAL INSURANCE COMPANY</u>, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of <u>Three Million Eight Hundred Fifty Nine Thousand Two Hundred Fifty Dollars and Zero Cents</u> (\$3,859,250.00) for the faithful performance of the annexed contract, and in the sum of <u>Three Million</u> <u>Eight Hundred Fifty Nine Thousand Two Hundred Fifty Dollars and Zero Cents</u> (\$3,859,250.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

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

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

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

THE CITY OF SAN DIEGO

By a maria

Print Name: <u>Stephen Samara</u> Principal Contract Specialist Purchasing & Contracting Department

Date: 6/5/2024

BURTECH PIPELINE, INCORPORATED CONTRACTOR

BV

Print Name: DOMINIC J. BURTECH, JR., PRESIDENT

Date: 4/18/2024

APPROVED AS TO FORM

Mara W. Ellight, City Attorney By ANON Print Name:

Deputy City Attorney

Date

NATIONWIDE MUTUAL INSURANCE COMPANY SURETY

BV:

Attorney-In-Fact

Print Name: MARK D. IATAROLA, ATTORNEY-IN-FACT

Date: ______APRIL 16, 2024

500 NORTH BRAND BOULEVARD, SUITE 2000 GLENDALE, CA 91203

Local Address of Surety

949/606-3819

Local Phone Number of Surety

\$24,440.00 PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Premium

7901177660

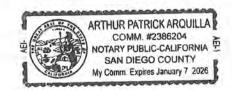
Bond Number

CALIFORNIA	ALL-PURPOSE	ACKNOWLEDGMENT
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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	Ĵ	
County of San Diego)	
on 4/18/2024 before me.	Arthur Patric	k Arquilla, Notary Public
Date ''	· //H	ere Insert Name and Title of the Officer
Personally appeared	12 / Su	
	No	ime(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(g) 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.



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

1.1.9

correct. WITNESS my hand and official sea Signature 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.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

		H	e verifies only the identity of the individual who signed the document Iness, accuracy, or validity of that document.
State of Cali	fornia		1
County of	SAN DIEGO		_}
Ön	4/16/2024	before me,	SANDRA FIGUEROA, NOTARY PUBLIC
	Date		Here Insert Name and Title of the Officer
personally a	ppeared		MARK D. IATAROLA
The second second second second	service		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 Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

	mpleting this information can c audulent reattachment of this t		
Description of Att Title or Type of Do	ached Document		
Document Date:			Number of Pages:
Capacity(ies) Clair			
Signer's Name: MARK D. IATAROLA		Signer's Name: □ Corporate Officer – Title(s):	
	ited General	□ Partner – □ Limited □ General	
	Attorney in Fact	Individual	Attorney in Fact
	Guardian of Conservator	□ Trustee	Guardian of Conservator
Other:		Other:	
Signer is Represen	ting:	Signer is Represe	nting:

©2017 National Notary Association

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: HELEN MALONEY, JOHN G MALONEY; MARK D IATAROLA; SANDRA FIGUEROA; TRACY LYNN RODRIGUEZ;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT



STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur Notary Public, State of New York No. 02MC6270117 Qualified in New York County Commission Expires October 19, 2024

Scychanie Butuno Malte Notary Public

My Commission Expires October 19, 2024

CERTIFICATE

I, Laura B, Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 16TH day of APRIL 2024

Laura B. Guy

Assistant Secretary

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

- 1. **SCOPE OF WORK:** Rehabilitation of approximately 14,994 LF (2.84 miles) of existing 6, 8 and 10-inch vitrified clay (VC) and polyvinyl chloride (PVC) sewer mains with associated sewer manholes and laterals. The project will also include noise abatement permit when work is outside working hours.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids and **Appendix G Schematic Design Package**, inclusive.

Refer to the As-Builts Plans provided in the following link:

https://drive.google.com/drive/folders/1TfGu13LB320UeTyN9PJ7PMCzCUbwmLvl

2. LOCATION OF WORK: The location of the Work is as follows:

See Appendix E – Location Map

3. CONTRACT TIME: The Contract Time for completion of the Work shall be **238 Working Days**.

ATTACHMENT B

RESERVED

ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

- 1. This document sets forth the following specifications:
 - a) The City's general EOCP requirements for all Construction Contracts.
 - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
- 2. Additional requirements may apply for state or federally funded projects.
- 3. These requirements shall be included as Contract provisions for all Subcontracts.
- 4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <u>http://www.sandiego.gov/eoc/forms</u>

B. GENERAL.

- 1. The City of San Diego promotes equal employment and subcontracting opportunities.
- 2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
- 3. The City encourages all companies seeking to do business with the City to share this commitment.

C. DEFINITIONS.

- 1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
- 2. The following definitions apply:
 - a) **Emerging Business Enterprise (EBE)** A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.
 - b) **Emerging Local Business Enterprise (ELBE)** A Local Business Enterprise that is also an Emerging Business Enterprise.

- c) **Minority Business Enterprise (MBE)** A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) Disabled Veteran Business Enterprise (DVBE) A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) Small Business Enterprise (SBE) A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree 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. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree 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. You, your Subcontractors, and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your 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 to the City for approval as specified in the Notice of Intent to Award letter.
- 3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
 - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
 - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
 - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.

- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain 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.
- I) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or singleuser toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer

subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.

- 2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
- 3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
- 4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
- 5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

- 1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
- 2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
- 3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
- 4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
- 5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

- 1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
- 2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

- 3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
- 4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
- 5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
- 6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
- 7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or it's duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

- vii. When the City, or it's duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
- viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
- ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or it's duly authorized officer.
- c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
- 8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or

Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

- 1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
- 2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
- 3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
- 4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

K. CERTIFICATION.

- 1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
 - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
 - d) Current certification by the City of Los Angles as DBE, WBE, or MBE.
 - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L. CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show

name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

- 2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
- 3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
- 4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.

A. GENERAL.

- 1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
- 2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
- 3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
- 4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
- 5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:

https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf

6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:

http://www.sandiego.gov/eoc/programs/slbe

7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

B. DEFINITIONS.

- 1. The following definitions shall be used in conjunction with these specifications:
 - a) **Bid Discount** Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
 - b) Commercially Useful Function An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** Documentation of the Bidder's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.
- d) Independently Owned, Managed, and Operated Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their

capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise ("LBE")** A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** A firm that has been approved and is an active participant in the City's Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** No less than 25% of a firm's total number of employees are domiciled in San Diego County.

C. SUBCONTRACTOR PARTICIPATION.

- For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

- ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.
- iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
 - i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
 - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

- 1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE–ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
- 2.. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
 - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.

- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
- e) In the event of a tie bid between a discounted Bid and a nondiscounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
- 4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

- 1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
- 2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
- 3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
 - a) Detailed explanation of the financial contribution for each partner.
 - b) List of personnel and equipment used by each partner.
 - c) Detailed breakdown of the responsibilities of each partner.
 - d) Explanation of how the profits and losses will be distributed.
 - e) Description of the bonding capacity of each partner.
 - f) Management or incentive fees available for any one of the partners (if any).

- 4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
- 5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
- 6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
- 7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
 - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
 - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
 - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
 - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

F. MAINTAINING PARTICIPATION LEVELS.

- 1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
- 2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
- 3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
- 4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the

City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

- 1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.
- 2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City's Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

H. GOOD FAITH EFFORT DOCUMENTATION.

 If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL." The instructions for completing the good faith effort submittal can be found on the City's website:

https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf

I. SUBCONTRACTOR SUBSTITUTION.

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:

http://www.sandiego.gov/eoc/programs/slbe

ATTACHMENT D

PREVAILING WAGE

PREVAILING WAGE

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

- **1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
 - **1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- **1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- **1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- **1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **1.8.** Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- **1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
 - **1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - **1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- **1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- **1.11.** List of all Subcontractors. The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- **1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- **1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
- **1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- **1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK":

To item 47, "Holiday", ADD the following:

Holiday	Observed On
Juneteenth	June 19

To item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

Normal Working Hours: Normal Working Hours shall be **7:00 AM to 5:00 PM**, **Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

SECTION 3 – CONTROL OF THE WORK

- **3-2 SELF-PERFORMANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the Base Bid.
- **3-8.4 Supporting Information.** To the "WHITEBOOK", ADD the following:
 - 4. You shall collect and submit rehabilitation data spreadsheets along with monthly invoices for the following rehabilitation Work (see **Appendix H – Rehabilitation Data Collection Sample Data Template**).
 - a) Laterals
 - b) Sewer Mains
 - c) Manholes

- **3-12.8.3 Equipment.** To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:
 - 4. The approved dewatering system shall include a suitably sized pipeline to transport extracted groundwater from the Work Site to the indicated point of discharge as applicable under the dewatering permit in force during the dewatering operations. The alignment of this pipeline shall be subject to the approval by the Engineer. Where the pipeline is allowed to cross roadways or parking areas, you shall be required to install a conduit below the traveled surface. The installation shall provide protection for the temporary pipeline and a smooth transition across the in accordance with Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation" or a concrete trench cap in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation".

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

- Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Northern limit at Imperial Ave, Western limit at 66th St, Eastern limit at Meadowbrook Way, and Southern limit at Timberwood Pl. See Appendix F Coordination Map for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Otay 2nd Pipeline Phase 1, Shaza Nezha (619-533-4695)
 - b) Otay 2nd Pipeline Phase 1 (P), Shaza Nezha (619-533-4695)
 - c) AC Water and Sewer Referral Group 1029 (W), Santiago Crespo (619-533-3627)
 - d) AC Water and Sewer Referral Group 1029 (S), Santiago Crespo (619-533-3627)
 - e) Remaining Small Diameter Cl Water PH2, Gabrial Torres (619-533-4630)
 - f) Remaining Small Diameter CI Water PH3, Gabrial Torres (619-533-4630)
 - g) Slurry Seal Group 2222, Dylan Kachi (619-533-7466)

SECTION 4 - CONTROL OF MATERIALS

- **4-6 TRADE NAMES.** To the "WHITEBOOK", ADD the following:
 - 11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the issuance of the Notice of Intent to Award** and on the City's Product Submittal Form available at:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

5-4.1 Policies and Procedures.

- 1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
- 4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- 5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
- 6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.

- 2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
- 3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- 4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

General Annual Aggregate Limit	Limits of Liability
Other than Products/Completed Operations	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

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

5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.

- 1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
- 2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- 3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

5-4.2.4 Contractors Pollution Liability Insurance.

- 1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
- 2. All costs of defense shall be outside the limits of the policy.
- 3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
- 4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
- 5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
- **5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.
- **5-4.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the state of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described in this Contract.

5-4.4 Evidence of Insurance. You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

- **5-4.5.1.1** Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - i. Ongoing operations performed by you or on your behalf,
 - ii. your products,
 - iii. your work, e.g., your completed operations performed by you or on your behalf, or
 - iv. premises owned, leased, controlled, or used by you.
- **5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives of your insurance and shall not contribute to it.
- **5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit that will provide for the products-completed operations hazard.

5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.

5-4.5.2.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include

as an Additional 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.
- **5-4.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees of your insurance and shall not contribute to it.
- **5-4.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- **5-4.6** Deductibles and Self-Insured Retentions. You shall disclose deductibles and selfinsured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- **5-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.
- **5-4.8** Notice of Changes to Insurance. You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.
- **5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.
- **5-10.3 Exclusive Community Liaison Services.** To the "WHITEBOOK", ADD the following:
 - You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services".

ADD:

5-10.3.2 Weekly Updates Recipients.

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Alex Sleiman, Senior Engineer, Asleiman@sandiego.gov

Jonathan Lee, Project Engineer, <u>JonathanL@sandiego.gov</u>

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

- 6-1.1 Construction Schedule. To the "WHITEBOOK", ADD the following:
 - 3. Refer to the Sample City Invoice materials in **Appendix D Sample City Invoice with Cash Flow Forecast** and use the format shown.
- 6-1.3 Work Outside Normal Working Hours. To the "WHITEBOOK", ADD the following:
 - 4. Contractor shall coordinate with Boone Elementary School and complete the Work on Ridgecrest Drive during the school's winter break, summer break, or during the working hours of 8:30 AM. to 2:30 PM. whichever is approved by the City and the School.
 - 5. Contractor may be required to complete the sewer rehabilitation and manhole replacement including the trench resurfacing on Ridgecrest Drive during the night. Contractor shall coordinate with the community and shall complete the Work as described above at night if approved by the City. All other items of Work shall be completed during the day.

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

- You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within **166 Working Days** from the date of NTP. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.
- **6-3.1 General.** To the "WHITEBOOK", item 3, subitem d, DELETE in its entirety and SUBSTITUTE with the following:
 - d) 30 Calendar Days for full depth asphalt final mill and resurfacing work required per SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation".

ADD:

6-6.1.1 Environmental Document.

- The City of San Diego has prepared a Notice of Exemption for Skyline Improvements 1 (Skyline Improv 1), Project No. B-22006.02.06, as referenced in the Contract Appendix. You shall comply with all requirements of the Notice of Exemption as set forth in Appendix A.
- 2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.
- **6-9 LIQUIDATED DAMAGES**. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

Contract Value	Liquidated Damages Daily Amount
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

SECTION 7 – MEASUREMENT AND PAYMENT

- **7-3.2.2.1 Progress Payment for Pipelines.** To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:
 - 4. In asphalt-surfaced streets, the City shall pay 15% for hydrostatic and bacterial testing, Wayneball and Mandrelling (where necessary), for water and sewer utility constructions respectively, and operational testing for storm drains, including the trench cap and cleanup. The City shall pay the remaining 5% after completing the asphalt wearing surface, Trench Capping per SDG-107 "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation", and final cleanup.
- **7-3.9** Field Orders. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

Contract Price	Maximum Each Field Order Work Amount
Less than \$1,000,001	\$10,000
\$1,000,001 to \$5,000,000	\$20,000
\$5,000,001 to \$10,000,000	\$25,000
\$10,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$70,000

TABLE 7-3.9 FIELD ORDER LIMITS

7-3.11 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK", ADD the following:

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

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

- **301-1.6 Preparatory Repair Work.** To the "WHITEBOOK", DELETE in their entirety and SUBSTITUTE with the following:
 - 1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.
 - 2. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
 - 3. Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
 - 4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.
 - 5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:
 - a. Offset distance of the appurtenance from the curb face
 - b. The limits of the appurtenance or corners of the vault/box
 - 6. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in an Appendix to the Contract Documents.
 - 7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.

- 8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.
- 9. Compaction tests shall be made to ensure compliance with the specifications.
- 10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
- 11. If additional base material is required, you shall use Class 2 Aggregate base in accordance with 200-2.9.1, "Class 2 Aggregate base (Scheduled, 5 Inch)" and "Class 2 Aggregate base (unscheduled, 5 Inch)" or as directed by the Engineer.
- 12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.
- 13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and class 2 aggregate base, have been identified in the appendices as "DO", Dig Out, also called Base Repairs.
- 14. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.
- 15. 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".
- 16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.
- 17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1 "General".

- 18. Recycled base material shall conform to Class 2 Aggregate Base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
- 19. Following the asphalt placement, you 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, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
- 20. Materials removed, regardless of removal method, shall be disposed of at a legal site.
- 21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) 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. Base repairs shall have a minimum depth of 10".
 - c. You shall repair the areas shown in the appendices of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.
 - d. When additional base material is required, then you shall use Class 2 Aggregate Base in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.
 - e. Recycled base material shall conform to Class 2 Aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
 - f. You 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.

- g. 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 pavement.
- Base repair areas where failed pavement is removed either by cold h. milling or by excavation shall be restored to existing pavement grade with "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" at 5 inches, and 5 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" unless otherwise directed by the Engineer. These areas have been identified in the appendices as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.9, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". "General" Preliminary quantities are identified in the Contract appendix but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 15% RAP in content.
- Base repair with asphalt concrete base areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE." The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General." Base Repairs shall not exceed 15% RAP in content. Base Repairs with Asphalt Concrete Base shall not be performed except where directed by the Engineer.
- j. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.
- k. A base repair is considered unscheduled when it is not identified in the appendices as "DO" prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.
- At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of Class 2 Aggregate Base material placed or as directed by the Engineer.

- **301-1.7 Payment.** To the "WHITEBOOK", DELETE in their entirety and SUBSTITUTE with the following:
 - 1. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included under the lump sum Bid items or for the Contract Unit Prices for which hardscape removal is required. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.
 - 2. The payment for the preparatory works shall be included in the lump sum Bid Items and Contract Unit Prices for which preparation works are performed, unless it is specified as a separate Bid Item.
 - 3. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.
 - 4. Asphalt pavement subgrade repair, and base repair dig-outs, shall be paid at the Contract unit price for "Excavate and Export (Scheduled, 10 Inch)" and "Excavation and Export (Unscheduled, 10 Inch)", "Asphalt Concrete Base (Scheduled, 5 Inch)" and "Asphalt Concrete Base (Unscheduled, 5 Inch)", "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)". No Payment shall be made for areas of over excavation as determined by the Engineer.
 - 5. When Cold Milling is used as a method for excavation for subgrade or base repair for pavement, Cold Milling shall be included in the Contract Unit Price for "Excavate and Export (Scheduled, 10 Inch)" or "Excavation and Export (Unscheduled, 10 Inch)".
 - 6. The payment for Excavation shall be paid at the Contract Unit Price for "Excavate and Export (Scheduled, 10 Inch)" or "Excavation and Export (Unscheduled, 10 Inch)" for each bank cubic yard of material removed. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
 - 7. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

301-2.4 Measurement and Payment. To the "GREENBOOK", ADD the following:

 Payment for Class 2 Aggregate base material installed shall be made at the Contract Unit Price for "Class 2 Aggregate Base (Scheduled, 5 Inch) and "Class 2 Aggregate Base (Unscheduled,5 Inch) per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer.

SECTION 302 – ROADWAY SURFACING

302-5.2 Pavement Restoration Adjacent to Trench. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

302-5.2 Pavement Restoration Adjacent to Trench Influence Zone

- The Work for pavement restoration shall include the replacement of existing pavement outside of the trench influence zone in accordance with SECTION 302 – ROADWAY SURFACING and as shown on the Plans.
- 2. Prior to the commencement of the Work, you shall meet with the Engineer and determine the limits of the pavement to be replaced.
- 3. Existing pavement shall be removed in accordance with SECTION 404 COLD MILLING, and as shown on the Plans.
- 4. Areas of damaged pavement requiring base repair Work shall be restored in accordance with Section 301-1.6 "Preparatory Repair Work", and as shown on the Plans.
- **302-5.2.1 Measurement and Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The payment for asphalt concrete pavement restoration outside of the trench influence zone shall be made on a tonnage basis in accordance with Section 302-5.9 "Measurement and Payment", and paid for under Bid Item "Asphalt Concrete Overlay (2 inch)", unless separate Bid items have been provided. The following shall be included in the payment for "Asphalt Concrete Overlay (2 inch)":
 - a) Saw-cutting existing edges.
 - b) Applying tack coat.
 - c) Placement, curing, and protection of new pavement.
 - 2. The payment for removal of existing asphalt concrete pavement shall be made on square foot basis in accordance with Section 404-12 "Payment", and paid for under Bid Item "Cold Milling (2 inch)".

- 3. The payment for base repair Work shall be made in accordance with Section 301-1.7 "Payment".
- **302-6.1** General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. The thickness of the new concrete pavement shall be in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation".

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

- **306-1 GENERAL**. To the "GREENBOOK", ADD the following:
 - 1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys Minor Excavation
- **306-3.3.4 Payment.** To the "WHITEBOOK", ADD the following:
 - 12. The payment for pavement restoration including influence area shall be included in the Bid items for the associated abandonment Work.
- **306-15 PAYMENT.** To the "GREENBOOK", ADD the following:
 - 1. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
- **306-15.1 General.** To the "WHITEBOOK", item 1, subitem n, DELETE in its entirety and SUBSTITUTE with the following:
 - n) Permanent resurfacing. See 306-1 General for permanent pavement restoration requirements.

- **306-15.6 Hydrants.** To the "WHITEBOOK", ADD the following:
 - 5. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - 6. See **306-1 General** for permanent resurfacing requirements.
- **306-15.7 Buried Structures.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- **306-15.7 Buried Structures.** To the "GREENBOOK", sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

The Contract Unit Price shall include excavation, backfill, disposal of all excess excavation, constructing inverts, furnishing and installing castings, restoration of the street surface (See **306-1 General** for permanent resurfacing requirements) and improvements including but not limited to sidewalk panel, and all other Work, excluding temporary resurfacing, necessary to construct the buried structure, complete in-place.

306-15.8 Pipeline Appurtenances. To the "WHITEBOOK", ADD the following:

- 10. Payment for pipeline appurtenances will be mate at the contract unit price for each appurtenance of the size including permanent resurfacing requirements. See **306-1 General** for permanent resurfacing requirements.
- **306-16.6 Payment.** To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The payment for new manholes, removal and replacement of existing manholes shall be included in the Bid item for "Manholes" and shall include polymer mortar, liner, and/or coatings. The cost of the locking device when required shall be included in this payment.

To the "WHITEBOOK", ADD the following:

- 6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - a) See **306-1 General** for permanent resurfacing requirements.
- **306-17.2 Payment.** To the "WHITEBOOK", ADD the following:
 - 12. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - 13. See **306-1 Genera**l for permanent resurfacing requirements.

SECTION 307 - JACKING AND TUNNELING

- **307-1 JACKING OPERATIONS.** To the "GREENBOOK", ADD the following:
 - 1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"
- **307-1.7 Payment.** To the "WHITEBOOK", ADD the following:
 - 2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - 3. See **307-1 JACKING OPERATIONS** for permanent resurfacing requirements.

SECTION 308 - MICROTUNNELING

- **308-1 GENERAL.** To the "GREENBOOK", ADD the following:
 - 1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation"

- c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation"
- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys Minor Excavation"
- **308-10 RESTORATION OF SURFACE IMPROVEMENTS**. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

See Section **308 -1 General** for permanent resurfacing requirements.

- **308-12 PAYMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The payment for Microtunneling, including casing, carrier pipes, and surface improvement restoration, shall be included in the Bid item for "Sewer Main by Microtunneling with Steel Casing" if applicable.

SECTION 315 - HORIZONTAL DIRECTIONAL DRILLING

- **GENERAL**. To the "WHITEBOOK", ADD the following:
 - 2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys Minor Excavation"

315-14 MEASUREMENT AND PAYMENT. To the "WHITEBOOK", ADD the following:

3. See Section **315 -1 GENERAL** for permanent resurfacing requirements.

SECTION 316 – PIPE BURSTING

- **GENERAL**. To the "WHITEBOOK", ADD the following:
 - 2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys Minor Excavation"
- **316-9 MEASUREMENT AND PAYMENT.** To the "WHITEBOOK", ADD the following:
 - 3. See Section **316 -1 GENERAL** for permanent resurfacing requirements.

SECTION 317 – PIPE FUSION

317-1 PIPE FUSION FOR SEWER MAINS. To the "WHITEBOOK", ADD the following:

- 1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys Minor Excavation"

317-1.10 Payment. To the "WHITEBOOK", ADD the following:

3. See Section 317-1 PIPE FUSION FOR SEWER MAINS for permanent resurfacing requirements.

317-2.12 Payment. To the "WHITEBOOK", ADD the following:

3. See Section 317-1 PIPE FUSION FOR SEWER MAINS for permanent resurfacing requirements.

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL. To the "WHITEBOOK", ADD the following:

- 6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys Minor Excavation"

SECTION 401 – REMOVAL

- **401-3.1 Concrete Pavement.** To the "WHITEBOOK", ADD the following:
 - 4. See Section **400 -1 GENERAL** for permanent resurfacing requirements.
- 401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections. To the "WHITEBOOK", ADD the following:
 - 7. See Section **400 -1 GENERAL** for permanent resurfacing requirements.

SECTION 402 – UTILITIES

402-1.1 General. To the "GREENBOOK", paragraph 5, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall complete excavation, backfill, and placement of temporary resurfacing on the same Day. Backfill shall conform to 306-12 Temporary resurfacing shall conform to 306-13.1. Permanent resurfacing shall be placed within

10 Working Days unless otherwise specified in the Special Provisions or directed by the Engineer. See Section **400 -1 GENERAL** for permanent resurfacing requirements.

To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTUTUTE with the following:

2. You shall fill all potholes on the same day of potholing if no trenching is to be performed within 10 Working Days of the excavation. Fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise specified by the Engineer. Permanent resurfacing shall conform to SDG-123, "36-Inch and Smaller Pothole and Exploratory Excavation".

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

- 1. Notify SDG&E at least **10 Working Days** prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).
- 2. Notify SDG&E at least 3 weeks prior to excavating for point repair on Imperal Ave. and Ritchey St. to coordinate for the necessary protection of SDGE Facility.

402-8 PAYMENT. To the "WHITEBOOK", ADD the following:

6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

SECTION 404 – COLD MILLING

- **404-1 GENERAL.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Excessive asphalt concrete pavement adjacent to Type "G" and "H" curb and gutter lines and concrete cross gutters shall be milled in accordance with the City of San Diego Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation" or as shown on the Plans.

SECTION 500 – PIPELINE REHABILITATION

- **500-1 GENERAL.** To the "WHITEBOOK", ADD the following:
 - 5. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"

- b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation"
- c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation"
- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys Minor Excavation"
- **500-4.7 Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The point repair Work shall be measured and paid for in the Bid Item for each "**Point Repair for Existing Sewer Main**". Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. Any continuous point repair greater than 8 ft (2.43 m), shall be paid linearly proportioned to bid item "Point Repair for Existing Sewer Main". This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, inspect the Point Repair, backfill and restore pavement. See **500-1 General** for permanent pavement restoration requirements.

SECTION 503 – SERVICE LATERAL REHABILITATION

503-1 GENERAL. To the "WHITEBOOK", ADD the following:

- 7. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys Minor Excavation"

- **503-6 PAYMENT.** To the "WHITEBOOK" item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. The point repair Work for sewer laterals shall be in accordance with 500-4, "PIPELINE POINT REPAIR AND/OR REPLACEMENT" and shall be included in the Bid Item for each "**Point Repair for Existing Sewer Lateral**". Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. Any continuous point repair greater than 8 ft (2.43 m), shall be paid linearly proportioned to bid item "Point Repair for Existing Sewer Main". This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, inspect the Point Repair, backfill, pavement restoration (and influence area) including sidewalks, driveways and any other above ground improvements.

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

- **601-7 PAYMENT.**-To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The payment for traffic control Working Drawings, permits, traffic control Work including any traffic control devices that may be required by the City and traffic control night work shall be included in Bid item for "**Traffic Control and Working Drawings**".

SECTION 700 - MATERIALS

- **700-1.3** (86-1.02B) Conduit. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. When approved by the Engineer, conduit runs shown on the plans to be located behind curbs may be installed in the street, within 4 feet of and parallel to the curb, by narrow trenching. All pull boxes shall be located behind the curb or at locations shown on the plans. Narrow trenching shall be performed in accordance with the latest City Standards. Any changes in conduit location shall be approved in advance by the Engineer. All narrow trenching shall conform to the City of San Diego Standard Drawings SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation", SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation" and be inspected prior to backfill. Trenches behind sidewalks shall be compacted using compaction tools to ensure no sinking of trench will occur. Trenches wider than 6 inch (15.2 cm) shall conform to the City of San Diego Standard Drawings SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation", and SDG-119, "Trench Types G, H & I Backfill for Dry Utility". A 3-inch (7.6 mm) bed of fine soil or sand shall be placed in the trench.

SECTION 701 - CONSTRUCTION

- **701-2 PAYMENT.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. The payment for the trenching and pavement restoration, including influence areas, is included in the payment for the associated Work.

SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

- **1001-1 GENERAL.** To the "WHITEBOOK", ADD the following:
 - 8. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

- TO: <u>X</u> Recorder/County Clerk P.O. Box 1750, MS A-33 1600 Pacific Hwy, Room 260 San Diego, CA 92101-2400
 - Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814
- FROM: City of San Diego
 Engineering & Capital Projects Department
 525 B Street, Suite 750, MS 908A
 San Diego, CA 92101

Project Name: Skyline Improvements 1

WBS No.: B-22006.02.06

Project Location-Specific: The project is located along portions of the following streets within the Skyline-Paradise Hills Community Planning Area (Council District 4): Ritchey Street, Imperial Avenue, Jamacha Road, 68th Street, Foster Street, Flicker Street, 69th Street, Sychar Road, Elvado Way, Madrone Avenue, Kaymar Drive, Jacmar Avenue, La Sena Avenue, Welling Way, Benson Avenue, Los Soneto Court, Los Soneto Drive, Ely Circle, Lausanne Drive, Gribble Street, Taro Court, Siena Street, Bronte Place, Old Oak Drive, Deerock Place, Blackpool Road, Hunthaven Road, Bloomfield Road, Kingswood Street, Sunswept Street, Hightree Lane, Brookhaven Road, Prairie Mound Way, Palmwood Drive, Palmwood Court, Glencrest Drive, and Parkwood Drive.

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

Description of nature and purpose of the Project: The project will rehabilitate approximately 14,374 linear feet (2.73 miles) of existing sewer mains, including point repairs; rehabilitate sewer manholes and laterals; replace and repair manholes, install manholes, cleanouts, and curb ramps; and resurface streets. Traffic control measures and storm water treatment best management practices will be implemented during construction. All work will occur within the City's developed right-of-way.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project:	City of San Diego Engineering and Capital Projects Department
	Contact: Juan Baligad
	Email/Phone No.: jbaligad@sandiego.gov / (619) 533-5473
	525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status:

- () Ministerial (Sec. 21080(b)(1); 15268);
- () Declared Emergency (Sec. 21080(b)(3); 15269(a));
- () Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- (X) Categorical Exemption: 15301 (Existing Facilities), 15302 (Replacement or Reconstruction), 15303 (New Construction or Conversion of Small Structures), 15304 (Minor Alteration to Land)
- () Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (Existing Facilities) which allows for repair, maintenance activities, minor alterations to existing public facilities involving negligible or no expansion of use, such as the rehabilitation of existing sewer mains, sewer manholes, laterals, repair of sewer manholes, and point repairs; Section 15302 (Replacement or Reconstruction), which

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allows for the replacement of existing structures where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, such as the replacement of manholes; Section 15303 (New Construction), which allows for the construction and location of limited numbers of new, small structures, such as the installation of new manholes, cleanouts and curb ramps; and Section 15304 (Minor Alteration to Land), which allows for minor public alterations in the condition of land which do not involve removal of healthy, mature, scenic trees except for forestry of agricultural purposes, such as trenching for the replacement of manholes, installation of manholes, laterals and point repairs, where the surface is restored; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Juan Baligad

Telephone: (619) 533-5473

If filed by applicant:

- 1. Attach certified document of exemption finding.
- 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.

Carris Purcell

Carrie Purcell, Deputy Director

8/16/23 Date

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

1. **PURPOSE**

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

2. <u>AUTHORITY</u>

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

Reference

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

3. **DEFINITIONS**

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

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

4. **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 ¹/₂" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

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

Process for Issuance

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

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

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

4.7 **Relocation of Existing Fire Hydrant Meters**

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

4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. MOBILE METER

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) Vehicle Mounted Meters: Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

- b) Floating Meters: Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
 - 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
 - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

Water Department Director

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

APPENDIX

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

Chart Son Diego	Application	n for Fire	exH	IIBIT A)					
PUBLIC UTILITIES	Hydrant M	eter			(For Office	Use Only)			
A		2.22		NS REQ		FAC#			
	METED SH	IOP (619) 527-	7440	DATE		BY			
Meter Informatio	7449	Application Date		Requested Install Date:					
Fire Hydrant Location: (Attach	Detailed Map//Thomas B	ros. Map Location	or Constr	uction drawing.) Zip:		<u>T.B.</u>	G.B. (CITY USE		
Specific Use of Water:									
Any Return to Sewer or Storm	Drain, If so , explain:								
Estimated Duration of Meter U	Jse:					Check Box if	Reclaimed Water		
Company Information									
Company Name:				*-					
Mailing Address:									
City:	S	state:	Zij	p:	Phone: ()				
*Business license#	1		*Contr	actor license#					
A Copy of the Contracto	or's license OR Busin	ness License is	requir	ed at the time	of meter	issuance.	(
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)						Phone: ()			
Site Contact Name and Title:						Phone: ()			
Responsible Party Name:									
Cal ID#						Phone: ()			
Signature:			Dat	:e:		-			
Guarantees Payment of all Charges	Resulting from the use of th	is Meter. Insures that	it employed	es of this Organization	understand t	he proper use	of Fire Hydrant Meter		
			* 5		_				
Fire Hydrant Mete	er Removal Re	quest	- Yi	Requested R	emoval Da	ite:			
Provide Current Meter Location	if Different from Above:								
Signature:			7	litle:	-	D	ate:		
Phone: ()	()								
City Meter	Private Meter		-			11			
Contract Acct #:		Deposit A	Deposit Amount: \$936.00			Fees Amount: \$ 62.00			
Aeter Serial #	-	Meter Size	Meter Size: 05			Meter Make and Style: 6-7			
ackflow #		Backflow	Backflow Size:			Backflow Make and Style:			
Vame:		Signature:			Make and Style: Date:				

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

Name of Responsible Party Company Name and Address Account Number:

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

.

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

City of San Die	Div., 9573 Chesapeake Drive, SD		Contract	or's Name:							
Project Name			Contracto	r's Address:							
Work Order No	or Job Or	der No.									
City Purchase C						Contracto	r's Phone #:			Invoice No.	
Resident Engin	eer (RE):					Contracto	r's fax #:			Invoice Date:	
RE Phone#:	Fa	x#:				Contact N	lame:			Billing Period: (
Trigger Accet Item #		Item Description	Contract Authorization				Previous Totals To	Date This Est		stimate	
Trigger Asset			Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	
	1				1.00	\$ -		\$0.00		\$0.00	
	2				1.00	\$ -		\$0.00		\$0.00	
	3				1.00	\$ -		\$0.00		\$0.00	
	4				1.00	\$ -		\$0.00		\$0.00	
	5				1.00	\$ -		\$0.00		\$0.00	
	6				1.00	\$ -		\$0.00		\$0.00	
	7				1.00	\$ -		\$0.00		\$0.00	
	8				1.00	\$ -		\$0.00		\$0.00	
	5				1.00	\$ -		\$0.00		\$0.00	
	6					\$ -		∌0.00		\$0.00	
	7					\$ -		\$0.00		\$0.00	
	8					\$		∌0.00		\$0.00	
	9					\$		\$0.00		\$0.00	
	10					\$		\$0.00		\$0.00	
	11							\$0.00		\$0.00	
	12					\$		\$0.00		\$0.00	
	13					\$ -		\$0.00		\$0.00	
	14					\$ -		\$0.00		\$0.00	
	15					\$ -		\$0.00		\$0.00	
	16					\$ -		\$0.00		\$0.00	
	17					\$ -		\$0.00		\$0.00	
						\$ -		\$0.00		\$0.00	
		CHANGE ORDER No.				\$ -		\$0.00		\$0.00	
						\$ -		\$0.00		\$0.00	
			Total Auhtorized Amount (Original)			\$ -		\$0.00		\$0.00	
			Total Authorized Amount (i	ncluding a	pproved Change Orde	er) \$ -		\$0.00		\$0.00	
		SUMMARY						_		-	
A. Original Contract Amount			\$0.00	I certify that the materials have been received by me, or services				ention and/or	Escrow Payme		
		B. Approved Change Order #00 Thru #00			0			Total Retent	ion Required as	of this billing (Iten	
	C. Total Authorized Amount (A+B) D. Total Billed to Date			\$0.00				Previous Retention Withheld in PO or in Esc			
				\$0.00				Add'I Amt to Withhold in PO/Transfer in Esc			
		E. Less Total Retention (5% of I	,	\$0.00		r Dat	te	Amt to Rele	ease to Contrac	tor from PO/Escr	
		F. Less Total Previous Payments		\$0.00							
		G. Payment Due Less Retenti	on	\$0.00	O Construction Engineer Date						
1/10/2024 Rev H. Remaining Authorized Amount			\$0.00	0 Contractor Signature and Da					ate:		

To)

	Totals to	Amount	
	% / QTY	Amount	Remaining
00	0.00	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
)0	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
)0	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00		\$0.00	\$-
00	Total Billed	\$0.00	Total Amount Remaining
			\$-
nent	Schedule		
em E)		\$0.00	
scrov	V	\$0.00	
Escro	w:	\$0.00	
scrow	<i>r</i> :	\$0.00	

Construction Cash Flow Forecast

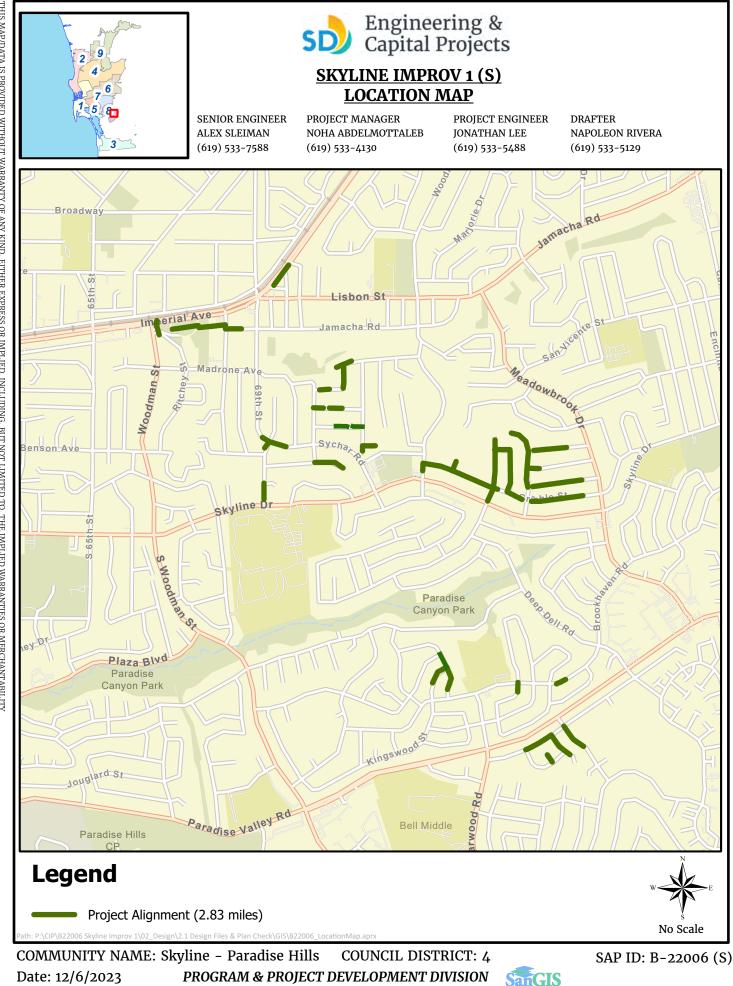
"Sewer and Water Group Job 965 (W)"

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

Year	January	February	March	April	May	June	July	August Septemb	er October	November	December
2018				15,000	25,000	52,000	52,000	100,000 10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000 100,00) 100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000						
2021											
2022											
2023											
2024											
2025											

APPENDIX E

LOCATION MAP

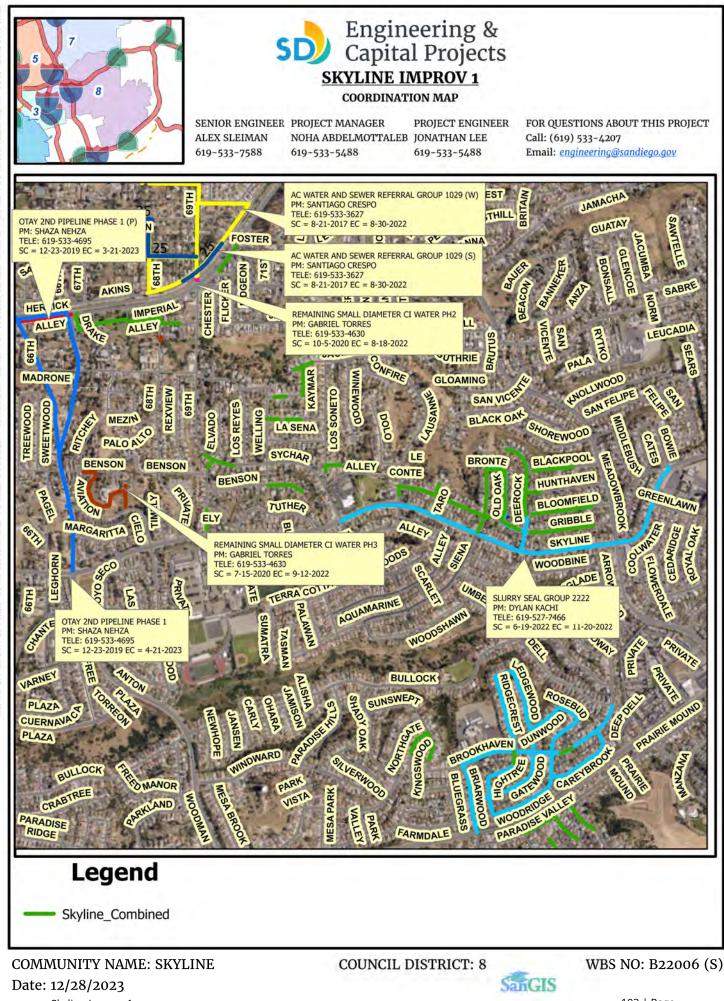


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APPENDIX F

COORDINATION MAP



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APPENDIX G

SCHEMATIC DESIGN PACKAGE

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SEWER MAIN SHEETS

ap Sheet	Street Name	FSN of Sewer Main	Length (ft)	Size (in)	Material	Action	US MH ID	US MH IE	US MH	DS MH ID	DS MH IE	DS MH	Lateral	Council	Field Boo
Number	JAMACHA	59809	251	10		Rehab	288	241.76	Depth 6	187	238.5	Depth 6	8	District 4	L225
	68TH	59805	73	10		Rehab	187	238.5	6	191	238.5	10	0	4	L225
	ALLEY	59806	417	10		Rehab	191	237.54	10	188	232.11	9	8	4	L225
1	DRAKE	59956	32	10		Rehab	188	232.11	9	444	231.69	9	9	4	L22S
		59954	429	10		Rehab	444	231.69	9	443	266.11	9	2	4	L225
	RITCHEY	59789	135	6		Rehab	105	244	10	104	222.07	13	1	4	L22S
	IMPERIAL	59788 59943	36	10 10		Rehab	104 155	222.07 260.71	13 6	135	235.13 259.96	14	0	4	L22S L22S
2	IMPERIAL	59943	68 337	10		Rehab Rehab	426	259.96	7	426 165	259.96	10	2	4	L22S
	MADRONE	63560	155	8		Rehab	79	356.56	8	271	344.3	9	6	4	M23S
		63593	105	8		Rehab	272	343.36	18	80	342.94	12	3	4	M225 & N
	KAYMAR	63418	300	8		Rehab	80	342.94	12	19	321.92	7	4	4	M225 & N
	JACMAR	63127	135	8		Rehab	7	332.05	7	19	321.92	7	6	4	M22S
	JACMAN	63128	140	8		Rehab	19	321.92	7	21	312.11	7	2	4	M225
	LA SENA	63598	180	8		Rehab	501	365.59	7	395	364.87	15	6	4	M235
		63591 63733	195 159	8		Rehab	394 326	364.68 396.12	6 7	389 347	363.9 390.12	8	8	4	M235 M235
3	BENSON	63731	326	8		Rehab Rehab	326	396.12	6	347	390.12	7	8	4	M235 M235
5		60238	265	8		Rehab	91	390.93	13	92	367.08	6.5	8	4	L235
	69TH	60269	154	8		Rehab	84	347.09	6.5	82	321.8	6.5	2	4	L23S
	SYCHAR	60266	281	8		Rehab	87	347.09	7	82	321.8	6.5	5	4	L235
	69TH	60271	124	8		Rehab	82	321.8	6.5	88	309.77	6	1	4	L235
	LOS SONETO	63577	185	8		Rehab	344	425.5	7	346	422.51	7	4	4	M23
	200 0011210	63579	87	8		Rehab	345	422.86	8	346	391.4	7	2	4	M235
	SPRINGFORD	63595	200	8		Rehab	392	392.69	8	393	391.4	7	7	4	M23
	LAUSANNE	63580 63750/63646	180 104/16	8		Rehab	338 38	395.2 450.22	7	343 355	394.48 445.9	14 6	4	4	M23
	TARO	63650	104/16	8		Rehab Rehab	367	430.22	7	366	445.9	7	5	4	M23
	SIENA	63539	241	8		Rehab	214	449.54	6	137	432.12	7	1	4	M23
	SIEIKA	63538	75	8		Rehab	133	434.82	7.5	137	432.12	7	1	4	M23
		63417	190	8		Rehab	355	449.12	6	364	443.57	8	8	4	M23
		63644	190	8		Rehab	364	443.57	8	366	438.02	7	6	4	M23
	GRIBBLE	63651	247	8		Rehab	366	438.02	7	365	436.04	6	7	4	M23
		63648	245	8		Rehab	365	436.04	7	138	434.08	7	9	4	M23
-		63554	245	8		Rehab	138	434.08	7	137	432.12	7	7	4	M23
	-	63537	280	8		Rehab	225	448.53	7	224	443.82	7	10	4	M23
	OLD OAK	63551	152	8		Rehab	224	443.82	7	212	430.67	12	3	4	M23
	OLD OAK	63553 63546	210 350	8		Rehab Rehab	212 139	430.7 423.29	12 8	139 144	423.29 421.76	8	6 12	4	M23 M23
	BRONTE	63524	240	8		Rehab	144	432.76	7	143	420.12	6	3	4	M23
	Bilditte	63552	290	8		Rehab	137	432.12	7	140	429.12	7	7	4	M23
4	SIENA	63547	350	8		Rehab	140	429.12	7	143	420.12	6	11	4	M23
4		63515	152	8		Rehab	143	420.12	6	124	414.62	8	4	4	M235
	HUNTHAVEN	63548	187	8		Rehab	136	405.52	6.5	134	403.27	7	6	4	M23
		63543	126	8		Rehab	222	433.92	4	220	420.65	7	2	4	M23
		63549	189	8		Rehab	220	420.65	7	134	403.27	7	3	4	M23
	DEEROCK	63550	287	8		Rehab	134	403.27	7	147	383.42	7	4	4	M23
		63520 63523	160 150	8		Rehab	147 142	383.42 378.49	7	142 121	378.49 377.23	7	5	4	M235 M235
		63522	150	8		Rehab Rehab	142	378.49	7	121	377.23	9.8	3	4	M23
		63521	200	8		Rehab	148	381.92	7	146	370.17	6	7	4	M23
	BLACKPOOL	63519	350	8		Rehab	146	380.8	6	195	379.26	6	11	4	M23
		63544	119	8		Rehab	223	429.72	7	221	426.6	7	6	4	M23
	BLOOMFIELD	63541	350	8		Rehab	221	426.4	7	237	424.3	7	12	4	M23
		63501	350	8		Rehab	237	424.3	7	239	422.2	7	12	4	M23
	001	63540	151	8		Rehab	227	448.08	6	226	439.09	8	7	4	M23
	GRIBBLE	63542	350	8		Rehab	226	439.09	8	215	435.77	7	11	4	M23
		63535 63836	350 200	8		Rehab Rehab	215 108	435.77 471.16	7	213 109	434.37 469.56	6	11 8	4	M23 M24
	KINGSWOOD	63836	162	8		Rehab	108	471.16	6	109	469.56	6	4	4	M24
		63854	182	8		Rehab	109	469.36	6	108	464.87	6	4	4	M24
5	SUNSWEPT	63832	105	8		Rehab	107	466.04	6	106	464.87	6	4	4	M24
	HIGHTREE	63783	150	8		Rehab	30	471.01	7	25	462.01	15	4	4	M24
	BROOKHAVEN	63863	153	8		Rehab	124	465.19	7	62	460.6	7	6	4	M24
	SUNSWEPT	63833	240	8		Rehab	78	456.23	6	106	464.87	6	5	4	M245
	PALMWOOD	63989	162	8		Rehab	246	467.51	5	243	465.89	5	4	4	M245
		63764	246	8		Rehab	286	463.4	9	1	462.44	13	8	4	M245
	PRAIRIE MOUND	63763	246	8		Rehab	1	462.44	13	4	461.46	16	7	4	M24
6		63756	232	10		Rehab	4	461.46	16	15	460.76	14	3	4	M24
	GLENCREST	64050 63757	195 248	6 8		Rehab Rehab	312 305	465.96 465.18	6 9	305 4	465.18 461.46	9 16	4	4	M249 M249
		63759	248	8		Rehab	182	465.18	6	3	461.46	9	8	4	M243
	PARKWOOD	63758	269	8		Rehab	3	463.45	9	15	460.76	14	6	4	M24

10" SEWER MAIN REHAB TOTAL 13021

LATERAL SHEETS

		-		ver Lateral Spre		-	
Map Sheet			Lateral FSN	Lateral Size			
lumber	FSN of Sewer Main	Lateral No.		(inch)	Field Book	Street No.	Street Name
		1	257275		L22S		Imperial Ave
	59954	2	N/A		L22S		Imperial Ave
		3	257233		L22S		Imperial Ave
		4	257345		L22S		Imperial Ave
		5	359905		L22S		Imperial Ave
		6	359986	4	L22S	6785	Imperial Ave
	59806	7	257173	4	L22S		Imperial Ave
	55000	8	257164		L22S	6785	Imperial Ave
		9	359876		L22S	6785	Imperial Ave
1		10	257149	4	L22S	6785	Imperial Ave
		11	359960	4	L22S	6785	Imperial Ave
		12	5055326	4	L22S	6805	Jamacha Rd
		13	359971	4	L22S	553	68th St
		14	5055390	4	L22S	6815	Jamacha Rd
	59809	15	257273	4	L22S	6814	Jamacha Rd
	22002	16	359970	4	L22S	6824	Jamacha Rd
		17	257491	4	L22S	6819	Jamacha Rd
		18	257448	4	L22S	6829	Jamacha Rd
		19	257271	4	L22S	6830	Jamacha Rd
n	59942	20	255944	4	L22S	6925	Imperial Ave
2	59942	21	359014	4	L22S	6925	Imperial Ave
		22	360797	4	M22S	7117	Jacmar Ave
		23	258499	4	M22S	7101	Jacmar Ave
	63127	24	258398	4	M22S	7102	Jacmar Ave
	63127	25	258397	4	M22S	7112	Jacmar Ave
		26	360682	4	M22S	7120	Jacmar Ave
		27	360673	4	M22S	7128	Jacmar Ave
	62420	28	360642	4	M22S	7136	Jacmar Ave
	63128	29	360630	4	M22S		Jacmar Ave
		30	258751		M22S	-	Kaymar Dr
		31	360841		M22S		, Kaymar Dr
	63418	32	258474		M22S		, Kaymar Dr
		33	258384		M22S		Kaymar Dr
		34	259119		M23S		Madrone Ave
	63593	35	361049		M23S	_	Madrone Ave
_	_	36	361016		M23S	_	Kaymar Dr
3		37	259051		M23S		Madrone Ave
		38	259180		M23S	_	Madrone Ave
		39	361180		M235	_	Madrone Ave
	63560	40	259043		M23S		Madrone Ave
		40	361175		M23S		Madrone Ave
		42	259036		M235	_	Madrone Ave
		43	259583		M235	_	La Sena Ave
		44	259682		M235		La Sena Ave
		44	259682		M235		La Sena Ave
	63598	43	361447		M235		La Sena Ave
		40	259677		M235	_	La Sena Ave
		47			M235	-	
			361446				La Sena Ave
	63591	49 50	259587		M23S		La Sena Ave
	16220	50	259684	ı 4	M23S	/029	La Sena Ave

1ap Sheet umber	FSN of Sewer Main	Lateral No.	Lateral FSN	Lateral Size (inch)	Field Book	Street No.	Street Name
		52	259685	4	M23S	7037	La Sena Ave
		53	259686	4	M23S	7047	La Sena Ave
	63591	54	259594	4	M23S	7046	La Sena Ave
		55	361452	4	M23S	7056	La Sena Ave
		56	259688	4	M23S	7057	La Sena Ave
		57	260205	4	M23S	7073	Springford Ave
		58	361803	4	M23S	7064	Springford Ave
		59	260204	4	M23S	7063	Springford Ave
	63595	60	260079	4	M23S	7054	Springford Ave
		61	260201	4	M23S	7053	Springford Ave
		62	260196	4	M23S	7043	Springford Ave
		63	361801	4	M23S	7044	Springford Ave
		64	361806	4	M23S	7074	Springford Ave
	63580	65	260207	4	M23S	7083	Springford Ave
	03380	66	260086	4	M23S	7084	Springford Ave
		67	361808	4	M23S	7094	Springford Ave
	63579	68	260756	4	M23S	207	Los Soneto Dr
	05575	69	260642	4	M23S	213	Los Soneto Dr
		70	362134	4	M23S	7125	Los Soneto Dr
	63577	71	260516	4	M23S	7126	Los Soneto Ct
	03577	72	260517	4	M23S	7116	Los Soneto Ct
		73	362149	4	M23S	7115	Los Soneto Ct
		74	362500	4	M23S	7096	Benson Ave
		75	362427	4	M23S	7086	Benson Ave
		76	362553	4	M23S	7089	Benson Ave
2	62722	77	261184	4	M23S	7075	Benson Ave
3	63733	78	261009	4	M23S	7078	Benson Ave
		79	362430	4	M23S	7065	Benson Ave
		80	260961	4	M23S	7070	Benson Ave
		81	362349		M23S		Benson Ave
		82	260996	4	M23S	7051	Benson Ave
		83	260935	4	M23S	7048	Benson Ave
		84	362330	4	M23S	7036	Benson Ave
	63731	85	261031	4	M23S	7039	Benson Ave
		86	362408		M23S	7027	Benson Ave
		87	261033	4	M23S	7015	Benson Ave
		88	362170		L23S	362	Sychar Rd
		89	362165		L23S		Sychar Rd
	60266	90	260506		L23S		Sychar Rd
		91	362148		L23S		Sychar Rd
		92	260422		L23S		Elvado Way
	600.00	93	362151		L23S		69th St
	60269	94	362119		L23S		69th St
	60271	95	5013616		L23S		69th St
		96	262048		L23S		Skyline Dr
		97	262016		L23S		69th St
		98	261965		L23S		69th St
		99	261896		L23S		69th St
	60238	100	261791		L23S		69th St
		101	261747		L235		69th St
		102	261665		L235		69th St
		102	261536		L235		69th St
	63750	103	281326		M23S		Luasanne Dr
4	63417		362360		M23S		Gribble St

/lap Sheet lumber	FSN of Sewer Main	Lateral No.	Lateral FSN	Lateral Size (inch)	Field Book	Street No.	Street Name
		106	362464	4	M23S	7351	Gribble St
	63417	107	260981	4	M23S	7358	Gribble St
		108	362479	4	M23S	7359	Gribble St
		109	260995	4	M23S	7364	Gribble St
	63417	110	362490	4	M23S	7365	Gribble St
	05417	111	362395	4	M23S	7370	Gribble St
		112	261180	4	M23S	7371	Gribble St
		113	261027	4	M23S	7376	Gribble St
		114	261220	4	M23S	7377	Gribble St
	63644	115	261060	4	M23S	7384	Gribble St
	05044	116	261276	4	M23S	7385	Gribble St
		117	362476	4	M23S	7392	Gribble St
		118	362575	4	M23S	7393	Gribble St
		119	260912	4	M23S	135	Taro Ct
		120	260913		M23S	124	Taro Ct
	63650	121	260938	4	M23S	125	Taro Ct
		122	260970	4	M23S	115	Taro Ct
		123	362341	4	M23S	114	Taro Ct
		124	261338	4	M23S	7401	Gribble St
		125	362522		M23S	_	Gribble St
		126	261368	4	M23S	7409	Gribble St
	63651	127	261280		M23S		Gribble St
	03031	128	261417		M23S	7417	Gribble St
		129	261307	4	M23S	_	Gribble St
		130	261457		M23S		Gribble St
		131	261349		M23S		Gribble St
4		132	362688		M23S		Gribble St
•		133	261382		M23S		Gribble St
		134	261526	4	M23S	7441	Gribble St
	63648	135	362635	4	M23S	7442	Gribble St
		136	362736	4	M23S	7449	Gribble St
		137	261466		M23S		Gribble St
		138	362757		M23S		Gribble St
		139	261504		M23S		Gribble St
		140	362790		M23S		Gribble St
		141	362721		M23S		Gribble St
		142	362813		M23S		Gribble St
	63554	143	261579		M23S		Gribble St
		144	362833		M23S		Gribble St
		145	362775		M23S		Gribble St
		146	261765		M23S		Gribble St
	63539	147	261853		M23S		Gribble St
	63538	148	261872		M23S		Gribble St
		149	362753		M23S		Gribble St
		150	261494		M23S		Siena St
		151	261395		M23S		Siena St
	63552	152	362618		M23S		Siena St
		153	362568		M23S		Siena St
		154	261294		M23S		Siena St
		155	261206		M23S		Siena St
		156	261165		M23S		Siena St
	63547	157	261041		M23S		Siena St
		158	362410		M23S	_	Siena St
		159	362351	4	M23S	165	Siena St

Map Sheet Number	FSN of Sewer Main	Lateral No.	Lateral FSN	Lateral Size (inch)	Field Book	Street No.	Street Name
		160	260953	4	M23S	164	Siena St
		161	362281	4	M23S	173	Siena St
	63547	162	260860	4	M23S	172	Siena St
		163	260788	4	M23S	181	Siena St
		164	362237	4	M23S	180	Siena St
		165	362187	4	M23S		Siena St
	63547	166	260688		M23S		Siena St
		167	260574		M23S		Siena St
		168	362059		M23S		Siena St
	63515	169	260472		M23S		Siena St
		170	361998		M23S		Siena St
		171	260644		M23S		Bronte Pl
	63524	172	362136		M235		Bronte Pl
	00021	172	362135		M235		Bronte Pl
		173	261157	1	M23S		Old Oak Dr
		174	261045		M235		Old Oak Dr
				1			
		176	362416		M23S		Old Oak Dr
		177	260964		M23S		Old Oak Dr
		178	362354		M23S		Old Oak Dr
	63546	179	260875		M23S		Old Oak Dr
		180	362278		M23S		Old Oak Dr
		181	260830		M23S		Old Oak Dr
		182	260774		M23S		Old Oak Dr
		183	260716	4	M23S	245	Old Oak Dr
		184	362198	4	M23S	242	Old Oak Dr
		185	260661	4	M23S	255	Old Oak Dr
л		186	362700	4	M23S	123	Old Oak Dr
4		187	261418	4	M23S	128	Old Oak Dr
	62552	188	261396	4	M23S	133	Old Oak Dr
	63553	189	261311	4	M23S	138	Old Oak Dr
		190	362557	4	M23S	143	Old Oak Dr
		191	261189	4	M23S	148	Old Oak Dr
		192	261675	4	M23S	108	Old Oak Dr
	63551	193	362763		M23S	113	Old Oak Dr
		194	261544		M23S		Old Oak Dr
		195	262186		M23S	_	Gribble St
		196	262062		M235	_	Gribble St
		190	262153	-	M235	_	Gribble St
		197	262015		M235		Gribble St
		198	262015		M235		Gribble St
	63537						
		200	261978	-	M23S	_	Gribble St
		201	363066		M23S		Gribble St
		202	261863		M23S	_	Gribble St
		203	262012		M23S	_	Gribble St
		204	362997		M23S	_	Gribble St
		205	262225		M23S	_	Gribble St
		206	262113		M23S		Gribble St
		207	363169		M23S	_	Gribble St
	63540	208	262111	4	M23S	7726	Gribble St
		209	262235	4	M23S	7731	Gribble St
		210	363096	4	M23S	7738	Gribble St
		211	262228	4	M23S	7741	Gribble St
	605 / C	212	262101	4	M23S	7748	Gribble St
	63542	213	262211	-	M23S	_	Gribble St

1ap Sheet lumber	FSN of Sewer Main	Lateral No.	Lateral FSN	Lateral Size (inch)	Field Book	Street No.	Street Name
		214	363084	4	M23S	7758	Gribble St
		215	262202	4	M23S	7761	Gribble St
		216	262078	4	M23S	7768	Gribble St
	63542	217	363146	4	M23S	7771	Gribble St
		218	363068	4	M23S	7778	Gribble St
		219	262173	4	M23S	7781	Gribble St
		220	262045	4	M23S	7788	Gribble St
	63542	221	262164	4	M23S	7791	Gribble St
	05542	222	363045	4	M23S	7812	Gribble St
		223	363125	4	M23S	7813	Gribble St
		224	262020	4	M23S	7822	Gribble St
		225	363117	4	M23S	7823	Gribble St
		226	363027	4	M23S	7832	Gribble St
		227	262137	4	M23S	7833	Gribble St
	63535	228	262120	4	M23S	7843	Gribble St
		229	363015	4	M23S	7842	Gribble St
		230	261988	4	M23S	7852	Gribble St
		231	262108	4	M23S	7853	Gribble St
		232	362996	4	M23S	7862	Gribble St
		233	262099		M23S		Gribble St
		234	261633		M23S		Bloomfield Rd
		235	261769		M23S		Bloomfield Rd
	63544	236	362770		M23S		Bloomfield Rd
	00011	237	362853		M23S		Bloomfield Rd
		238	362759		M23S		Bloomfield Rd
		239	261727		M23S		Bloomfield Rd
4		240	362754		M23S	_	Bloomfield Rd
		241	261718		M23S		Bloomfield Rd
		242	261585		M23S		Bloomfield Rd
		243	261709		M23S		Bloomfield Rd
		244	362738		M23S		Bloomfield Rd
	63541	245	362821		M23S		Bloomfield Rd
		246	261554		M23S	_	Bloomfield Rd
		247	362812		M23S	_	Bloomfield Rd
		248	362801		M23S		Bloomfield Rd
		249	261540		M23S		Bloomfield Rd
		250	362798	-	M23S		Bloomfield Rd
		251	261529		M23S		Bloomfield Rd
		252	261649		M23S	_	Bloomfield Rd
		253	261515		M23S		Bloomfield Rd
		254	261638		M23S		Bloomfield Rd
		255	362694		M23S	_	Bloomfield Rd
		256	261622		M23S	_	Bloomfield Rd
	63501	257	261488		M23S	_	Bloomfield Rd
		258	362760		M23S		Bloomfield Rd
		259	261480		M23S		Bloomfield Rd
		260	362670		M23S	_	Bloomfield Rd
		261	261598	-	M23S		Bloomfield Rd
		262	362656		M23S		Bloomfield Rd
		263	261576		M23S	_	Bloomfield Rd
	63543	264	261699		M23S	_	Deerock Pl
		265	261572		M23S	_	Deerock Pl
	63549	266	261434		M23S		Deerock Pl
		267	261312	4	M23S	160	Deerock Pl

Map Sheet			Lateral FSN	Lateral Size			
Number	FSN of Sewer Main	Lateral No.		(inch)	Field Book	Street No.	Street Name
	63549	268	261192		M23S	168	Deerock Pl
		269	261090		M23S	_	Hunthaven Rd
		270	362556		M23S		Hunthaven Rd
	63548	271	261083		M23S		Hunthaven Rd
		272	362563		M23S		Hunthaven Rd
		273	362555		M23S		Hunthaven Rd
		274	261071		M23S		Hunthaven Rd
	63550	275	261013		M23S		Deerock Pl
		276	362317		M23S		Deerock Pl
	63550	277	362266		M23S		Deerock Pl
		278	260735		M23S		Deerock Pl
		279	362133		M23S	_	Deerock Pl
		280	260559		M23S		Deerock Pl
	63520	281	362077		M23S	_	Deerock Pl
		282	260448		M23S		Deerock Pl
		283	260406		M23S		Deerock Pl
		284	362018		M23S		Deerock Pl
		285	260372		M23S	_	Deerock Pl
	63523	286	361982		M23S		Deerock Pl
		287	260309		M23S		Deerock Pl
		288	260288	4	M23S		Deerock Pl
		289	260356		M23S	_	Deerock Pl
4		290	260276	4	M23S	267	Deerock Pl
	63522	291	260327	4	M23S	272	Deerock Pl
	03322	292	260284	4	M23S	278	Deerock Pl
		293	260261	4	M23S	281	Deerock Pl
		294	260260	4	M23S	277	Deerock Pl
		295	260759		M23S		Blackpool Rd
		296	362221	4	M23S	7709	Blackpool Rd
		297	260659	4	M23S	7714	Blackpool Rd
	63521	298	260747	4	M23S	7717	Blackpool Rd
		299	362139	4	M23S	7724	Blackpool Rd
		300	260740	4	M23S	7725	Blackpool Rd
		301	362132	4	M23S	7732	Blackpool Rd
		302	260736	4	M23S	7735	Blackpool Rd
		303	362131	4	M23S	7740	Blackpool Rd
		304	260728	4	M23S	7743	Blackpool Rd
		305	362120	4	M23S	7748	Blackpool Rd
		306	260720	4	M23S	7751	Blackpool Rd
	63519	307	260579		M23S		Blackpool Rd
		308	362201		M23S	-	Blackpool Rd
		309	362099		M23S		Blackpool Rd
		310	362196	4	M23S	7825	Blackpool Rd
		311	260565		M23S		Blackpool Rd
		312	362188		M23S		Blackpool Rd
		313	267037	4	M24S		Kingswood St
		314	267071		M24S	365	Kingswood St
		315	267026	4	M24S	353	Kingswood St
	63836	316	366252	4	M24S	354	Kingswood St
5	02020	317	266824	4	M24S	344	Kingswood St
		318	366202	4	M24S	337	Kingswood St
		319	366154	4	M24S	334	Kingswood St
		320	366116	4	M24S	326	Kingswood St
	63834	321	366099	4	M24S	316	Kingswood St

Map Sheet			Lateral FSN	Lateral Size			
Number	FSN of Sewer Main	Lateral No.		(inch)	Field Book	Street No.	Street Name
		322	366139		M24S		Kingswood St
	63834	323	266687		M24S		Kingswood St
		324	366120		M24S		Kingswood St
		325	267167		M24S		Sunswept St
		326	366321		M24S		Sunswept St
		327	366339		M24S		Sunswept St
	63854	328	266999		M24S		Sunswept St
		329	366290		M24S		Sunswept St
		330	266989		M24S		Sunswept St
		331	366209		M24S		Sunswept St
	63832	332	266802		M24S		Sunswept St
		333	266783		M24S		Sunswept St
	63832	334	266705		M24S		Sunswept St
		335	266669		M24S		•
5		336	267164		M24S		-
	63783	337	366358		M24S		-
		338	267073		M24S		-
		339	366301		M24S		-
		340	267119		M24S		
		341	267024		M24S		
	63863	342	366337	4	M24S		
	05005	343	267115		M24S		
		344	366256	4	M24S	7510	Brookhaven Rd
		345	267051	4	M24S	7525	Brookhaven Rd
		346	266617	4	M24S	319	Sunswept St
	63833	347	365947	4	M24S	311	Sunswept St
	63833	348	266439	4	M24S	303	 Z Sunswept St Z Hightree Ln Z Brookhaven Rd Z Brookhaven Rd Z Brookhaven Rd Z Brookhaven Rd D Brookhaven St S Sunswept St D Palmwood Ct P Palmwood Ct Palmwood Ct Prairie Mound Wy Prairie Mound Wy Prairie Mound Wy D Prairie Mound Wy
		349	266304	4	M24S		
		350	266305	4	M24S	285	Sunswept St
		351	268578	4	M24S	523	Palmwood Ct
	63989	352	268579	4	M24S	520	Palmwood Ct
	05505	353	268584	4	M24S	543	Palmwood Ct
		354	268648	4	M24S	540	Palmwood Ct
		355	268496	4	M24S	7404	Prairie Mound Wy
		356	268552	4	M24S	7407	Prairie Mound Wy
		357	268469	4	M24S	7412	Prairie Mound Wy
		358	268530	4	M24S	7415	Prairie Mound Wy
	63764	359	268444	4	M24S	7420	Prairie Mound Wy
		360	268492	4	M24S	7423	Prairie Mound Wy
		361	268414	4	M24S	7428	Prairie Mound Wy
		362	268396	4	M24S	7436	Prairie Mound Wy
6		363	N/A	N/A	N/A	7431	Prairie Mound Wy
		364	268439	4	M24S	7439	Prairie Mound Wy
		365	268339	4	M24S	7444	Prairie Mound Wy
	62762	366	268407	4	M24S	7447	Prairie Mound Wy
	63763	367	367086	4	M24S	7452	Prairie Mound Wy
		368	268384	4	M24S	7455	Prairie Mound Wy
		369	367060	4	M24S	7460	Prairie Mound Wy
		370	268577	4	M24S		Glencrest Dr
	64050	371	367244		M24S	551	Glencrest Dr
	64050	372	268531		M24S	_	Glencrest Dr
		373	268478		M24S		Glencrest Dr
		374	268428		M24S		Glencrest Dr
	63757	375	367170		M24S		Glencrest Dr

Map Sheet				Lateral Size			
Number	FSN of Sewer Main	Lateral No.	Lateral FSN	(inch)	Field Book	Street No.	Street Name
		376	268397	4	M24S	519	Glencrest Dr
	63757	377	268318	4	M24S	511	Glencrest Dr
		378	N/A	N/A	N/A	528	Glencrest Dr
		379	268451	4	M24S	569	Parkwood Dr
		380	268529	4	M24S	566	Parkwood Dr
		381	268430	4	M24S	561	Parkwood Dr
	63759	382	268483	4	M24S	560	Parkwood Dr
		383	268405	4	M24S	553	Parkwood Dr
		384	268450	4	M24S	552	Parkwood Dr
6		385	367128	4	M24S	545	Parkwood Dr
0		386	268416	4	M24S	544	Parkwood Dr
	63758	387	268389	4	M24S	538	Parkwood Dr
	05758	388	367085	4	M24S	537	Parkwood Dr
		389	268314	4	M24S	530	Parkwood Dr
	63758	390	268229	4	M24S	529	Parkwood Dr
	03738	391	367062	4	M24S	522	Parkwood Dr
		392	268203	4	M24S	514	Parkwood Dr
		393	268212	4	M24S	7468	Prairie Mound Wy
	63756	394	367016	4	M24S	7476	Prairie Mound Wy
		395	268131	4	M24S	7484	Prairie Mound Wy

MANHOLE SHEETS

		Pipeline	Rehab B-22	006 Sewer	Manhole Spreadshe				
Map Sheet Number	Street Name	MH ID	MH IE	MH Depth		Council District	Community	Field Book	FSN
	1		lr I	nstall Cleand	out			1	
1	Ritchey St	105	244	10	New Cleanout with Point Repair	4	Skyline-Paradise Hills	L22S	N-CC
_	Jacmar Ave	Y St 105 244 10 Point Repair 4 Skyline- Ave 7 322.05 7 New Cleanout 4 Skyline- e Ave 79 356.56 8 New Cleanout 4 Skyline- Ave 501 365.59 7 New Cleanout 4 Skyline- Ave 394 364.68 6 New Cleanout 4 Skyline- d Ave 392 392.67 8 New Cleanout 4 Skyline- d Ave 338 395.2 7 New Cleanout 4 Skyline- to Ct 344 425.5 7 New Cleanout 4 Skyline- to Dr 345 422.86 8 New Cleanout 4 Skyline- e Dr 38 450.22 7 New Cleanout 4 Skyline- e Dr 38 450.22 7 New Cleanout 4 Skyline- e Dr 136 405.52<		Skyline-Paradise Hills	M22S	N-CC			
_	Madrone Ave						Skyline-Paradise Hills	M23S	N-CC
	La Sena Ave					-	Skyline-Paradise Hills	M23S	N-CC
3	La Sena Ave Springford Ave					-	Skyline-Paradise Hills Skyline-Paradise Hills	M23S M23S	N-CC N-CC
- -	Springford Ave						Skyline-Paradise Hills	M23S	N-CC
	Los Soneto Ct	344	425.5	7	New Cleanout	4	Skyline-Paradise Hills	M23S	N-CC
	Los Soneto Dr					•	Skyline-Paradise Hills	M23S	N-CC
	Benson Ave					•	Skyline-Paradise Hills	M23S	N-CC
	Lausanne Dr Taro Ct						Skyline-Paradise Hills Skyline-Paradise Hills	M23S M23S	N-CC N-CC
	Gribble St			-			Skyline-Paradise Hills	M23S	N-CC
4	Hunthaven Dr						Skyline-Paradise Hills	M23S	N-CC
	Deerock Pl	222	433.92	4	New Cleanout	4	Skyline-Paradise Hills	M23S	N-CC
	Bloomfield Rd						Skyline-Paradise Hills	M23S	N-CC
	Deerock Pl						Skyline-Paradise Hills	M23S	N-CO
5	Sunswept St						Skyline-Paradise Hills	M23S	N-C0 N-C0
5	Hightree Ln Brookhaven Rd						Skyline-Paradise Hills Skyline-Paradise Hills	M23S M23S	N-CO N-CO
6	Glencrest Dr						Skyline-Paradise Hills	M235	N-CO
<u> </u>				_					
	Imperial Ave	104	222.07	13	Rehab with Point Repair	4	Skyline-Paradise Hills	L22S	1261
	Imperial Ave	135	253.13	14	Rehab Manhole	4	Skyline-Paradise Hills	L22S	1262
1	Drake St	443	266.11	9	Rehab Manhole	4	Skyline-Paradise Hills	L22S	1263
-	Drake St	444	231.69	9	Rehab Manhole	4	Skyline-Paradise Hills	L22S	1263
-	Drake St 68th St	188 191	232.11 237.54	9 10	Rehab Manhole Rehab Manhole	4	Skyline-Paradise Hills Skyline-Paradise Hills	L22S L22S	1262
-	Jamacha Rd	288	241.76	6	Rehab Manhole	4	Skyline-Paradise Hills	L225	1263
	Imperial Ave	155	260.7	6	Rehab Manhole	4	Skyline-Paradise Hills	L22S	1262
2	Imperial Ave	426	259.96	7	Rehab Manhole	4	Skyline-Paradise Hills	L22S	1263
	Imperial Ave	165	256.26	10	Rehab Manhole Rehab with Point	4	Skyline-Paradise Hills	L22S	1262
_	Madrone Ave	271	344.3	9	Repair	4	Skyline-Paradise Hills	M23S	1300
-	Kaymar Dr Kaymar Dr	272 80	343.36 342.94	18 12	Rehab Manhole Rehab Manhole	4	Skyline-Paradise Hills Skyline-Paradise Hills	M23S M23S	1300 1298
-	Jacmar Ave	21	312.11	7	Rehab Manhole	4	Skyline-Paradise Hills	M235	1294
F	La Sena Ave	389	363.9	8	Rehab Manhole	4	Skyline-Paradise Hills	M23S	1301
3	Springford Ave	393	391.4	7	Rehab Manhole	4	Skyline-Paradise Hills	M23S	1301
5	Los Soneto Dr	343	394.48	14	Rehab Manhole	4	Skyline-Paradise Hills	M23S	1300
-	Los Soneto Dr	346	422.51	7	Rehab Manhole	4	Skyline-Paradise Hills	M23S	1300
F	Sychar Rd	88	309.77	6	Rehab Manhole	4	Skyline-Paradise Hills	L23S	1265
F	Benson Ave Benson Ave	347 349	390.12 369.87	6	Rehab Manhole Rehab Manhole	4	Skyline-Paradise Hills Skyline-Paradise Hills	M23S M23S	1300 1300
F	69th St	91	390.93	13	Rehab Manhole	4	Skyline-Paradise Hills	L23S	1265
	69th St	92	367.08	6.5	Rehab Manhole	4	Skyline-Paradise Hills	L23S	1265
	Lausanne Dr	355	445.9	6	Rehab Manhole	4	Skyline-Paradise Hills	M23S	1300
Ļ	Gribble St	364	443.57	8	Rehab Manhole	4	Skyline-Paradise Hills	M23S	1300
F	Gribble St Gribble St	366 365	438.02 436.04	7	Rehab Manhole Rehab Manhole	4	Skyline-Paradise Hills Skyline-Paradise Hills	M23S M23S	1300 1300
F	Gribble St	138	436.04	7	Rehab Manhole	4	Skyline-Paradise Hills	M23S	1299
F	Siena St	214	449.54	6	Rehab Manhole	4	Skyline-Paradise Hills	M235	1299
F	Siena St	137	432.12	7	Rehab Manhole	4	Skyline-Paradise Hills	M23S	1299
	Siena St	140	429.1	7	Rehab Manhole	4	Skyline-Paradise Hills	M23S	1299
4	Siena St	124	414.62	8	Rehab Manhole	4	Skyline-Paradise Hills	M23S	1298
4	Bronte Pl Old Oak Dr	144 139	421.76 423.29	7 8	Rehab Manhole Rehab Manhole	4	Skyline-Paradise Hills Skyline-Paradise Hills	M23S	1299
F	Old Oak Dr Old Oak Dr	212	423.29	8	Rehab Manhole	4	Skyline-Paradise Hills Skyline-Paradise Hills	M23S M23S	1299 1299
F	Old Oak Dr	224	443.82	7	Rehab Manhole	4	Skyline-Paradise Hills	M235	1299
F	Gribble St	226	439.09	8	Rehab Manhole	4	Skyline-Paradise Hills	M23S	1299
	Gribble St	215	435.77	7	Rehab Manhole	4	Skyline-Paradise Hills	M23S	1299
Ļ	Gribble St	213	434.37	6	Rehab Manhole	4	Skyline-Paradise Hills	M23S	1299
F	Bloomfield Rd	221	426.4	7	Rehab Manhole	4	Skyline-Paradise Hills	M23S	1299
	Bloomfield Rd Deerock Pl	237 220	424.3 420.65	7	Rehab Manhole Rehab Manhole	4	Skyline-Paradise Hills Skyline-Paradise Hills	M23S M23S	12999 1299

Map Sheet Number	Street Name	MH ID	MH IE	MH Depth	MH Method	Council District	Community	Field Book	FSN
	Deerock Pl	134	403.27	7	Rehab Manhole	4	Skyline-Paradise Hills	M23S	129902
	Deerock Pl	147	383.42	7	Rehab Manhole	4	Skyline-Paradise Hills	M23S	129915
4	Deerock Pl	142	378.49	7	Rehab Manhole	4	Skyline-Paradise Hills	M23S	129910
4	Deerock Pl	121	377.23	7	Rehab Manhole	4	Skyline-Paradise Hills	M23S	129890
	Blackpool Rd	146	380.8	6	Rehab Manhole	4	Skyline-Paradise Hills	M23S	129914
	Blackpool Rd	195	379.26	6	Rehab Manhole	4	Skyline-Paradise Hills	M23S	129954
	Kingswood St	109	469.56	6	Rehab Manhole	4	Skyline-Paradise Hills	M24S	130259
F	Sunswept St	107	466.04	6	Rehab Manhole	4	Skyline-Paradise Hills	M24S	130257
5	Brookhaven Rd	62	460.6	7	Rehab with Point Repair	4	Skyline-Paradise Hills	M24S	130213
	Prairie Mound Way	286	463	9	Rehab Manhole	4	Skyline-Paradise Hills	M24S	130425
	Prairie Mound Way	1	462.44	13	Rehab Manhole	4	Skyline-Paradise Hills	M24S	130153
	Prairie Mound Way	4	461.46	16	Rehab Manhole	4	Skyline-Paradise Hills	M24S	130156
c	Glencrest Dr	305	465.18	9	Rehab Manhole	4	Skyline-Paradise Hills	M24S	130444
6	Palmwood Dr	243	465.89	5	Rehab Manhole	4	Skyline-Paradise Hills	M24S	130384
	Parkwood dr	182	464.3	6	Rehab Manhole	4	Skyline-Paradise Hills	M24S	130327
	Parkwood dr	3	463.45	9	Rehab Manhole	4	Skyline-Paradise Hills	dise HillsM23Sdise HillsM23Sdise HillsM23Sdise HillsM23Sdise HillsM23Sdise HillsM23Sdise HillsM24Sdise HillsL23Sdise HillsL23Sdise HillsM22Sdise HillsM23Sdise HillsM23Sdise HillsM23Sdise HillsM23Sdise HillsM23Sdise HillsM23Sdise HillsM23Sdise HillsM23Sdise HillsM23Sdise HillsM24Sdise HillsM24S	130155
	Parkwood dr	15	460.76	14	Rehab Manhole	4	Skyline-Paradise Hills	M24S	130167
			Re	eplace Manh	ole				
1	68th St	187	238.5	6	Replace Manhole	4	Skyline-Paradise Hills	L22S	126240
	Sychar Rd	87	347.09	7	Replace Manhole	4	Skyline-Paradise Hills	L23S	126505
	69th St	82	321.8	6.5	Replace Manhole	4	Skyline-Paradise Hills	L23S	126500
3	Jacmar Ave	19	321.92	7	Replace Manhole	4	Skyline-Paradise Hills		129462
	Welling Way	395	364.87	15	Replace Manhole	4	Skyline-Paradise Hills	M23S	130122
	Gribble St	225	448.53	7	Replace Manhole	4	, Skyline-Paradise Hills	M23S	129982
	Siena St	143	420.12	6	Replace Manhole	4	Skyline-Paradise Hills		129911
4	Blackpool Rd	148	381.92	7	Replace Manhole	4	Skyline-Paradise Hills	M23S	N-CO
	Bloomfield Rd	239	422.2	7	Replace Manhole	4	, Skyline-Paradise Hills		129995
	Kingswood St	108	471.16	6	New Manhole	4	, Skyline-Paradise Hills	1	N-MH
_	Sunswept St	106	464.87	6	Replace Manhole	4	Skyline-Paradise Hills		130256
5	Sunswept St	78	456.23	5	Replace Manhole	4	Skyline-Paradise Hills		130229
	Hightree Ln	25	462.01	15	Replace Manhole	4	Skyline-Paradise Hills	1	130176
6	Glencrest Dr	312	465.96	6	New Manhole	4	Skyline-Paradise Hills		N-CO
-		/ CLEANOUT TOTAL =	22	-		-	,		
		B MANHOLE TOTAL =	57						
		DINT REPAIR TOTAL =	4	1					
	REPLACE MANHOLE = NEW MANHOLE =								

CONTRACTOR'S NOTES

- 1. STORM DRAIN INLETS ARE TO REMAIN FUNCTIONAL/OPERATIONAL AT ALL TIMES DURING CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE A 1-FOOT SAND CUSHION OR A MINIMUM 6-INCH SAND CUSHION WITH 1-INCH NEOPRENE PAD FOR ALL CROSSINGS WHERE VERTICAL CLEARANCE BETWEEN CROSSINGS IS 1-FOOT OR LESS.
- 3. NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E., 69 KV & HIGHER)
- 4. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- FOR COORDINATION OF THE SHUTDOWN OF MAINS, PLEASE CONTACT THE FOLLOWING: TRANSMISSION MAINS (16 INCHES AND LARGER) – JESUS RAMOS (619-527-7438); DISTRIBUTION MAINS (LESS THAN 16 INCHES) – TISA AGUERO (619-527-3143); WATER FACILITIES – TATYANA FIKHMAN (619-527-7465) AND JESUS RAMOS (619-527-7438).

CONSTRUCTION STORM WATER PROTECTION NOTES

1. TOTAL SITE DISTURBANCE AREA – 0.078 (ACRES)

HYDRAULIC UNIT & WATERSHED – PUEBLO SAN DIEGO HU/SAN DIEGO BAY WATERSHED AND SWEETWATER HU/SAN DIEGO BAY WATERSHED

HYDROLOGIC SUBAREA NAME & NO – CHOLLAS HSA – 908.22/PARADISE HSA – 908.32/LA NACION HSA – 909.12

2. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE

⊠ WPCP

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

SWPPP

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

a. CONSTUCTION SITE PRIORITY

□ ASBS □ HIGH □ MEDIUM ⊠ LOW PERMANENT STORM WATER BMP CATEGORY

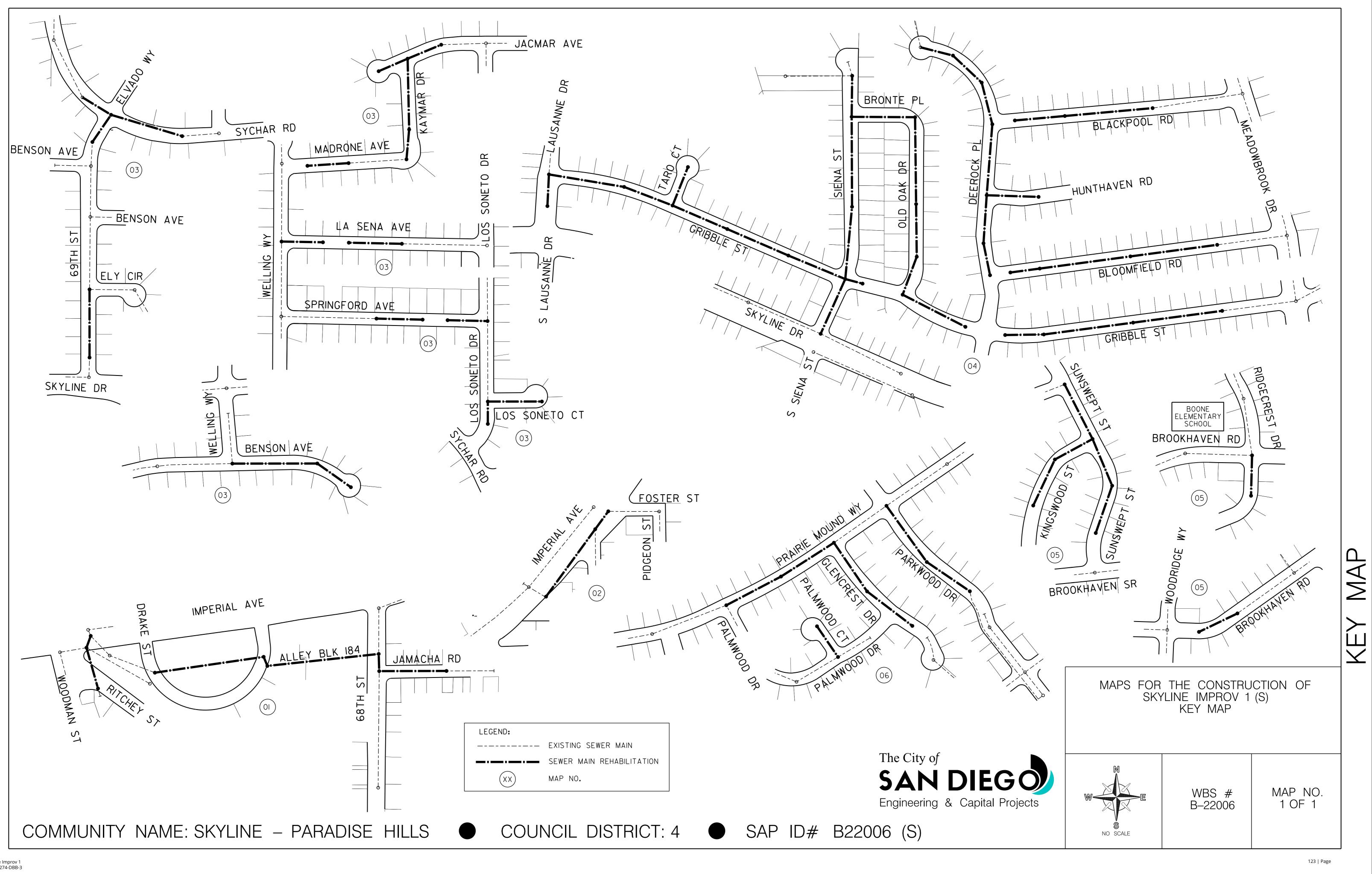
□ PRIORITY DEVELOPMENT PROJECT

□ STANDARD DEVELOPMENT PROJECT

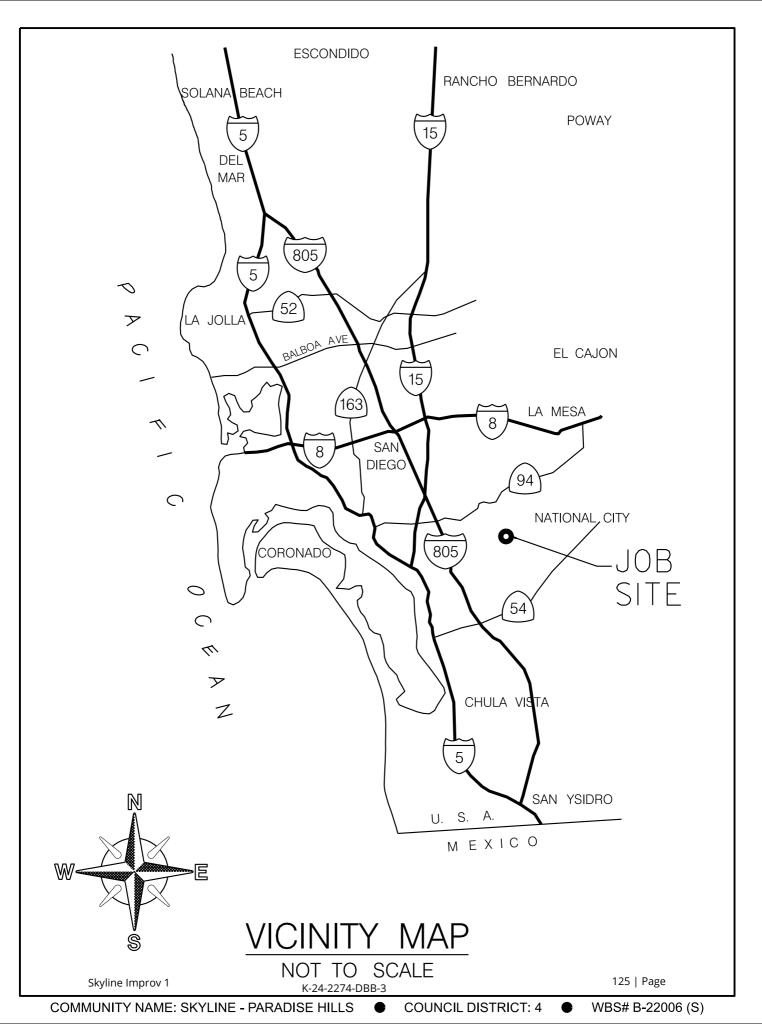
DPDP EXEMPT

⊠NOT SUBJECT TO PERMANENT STORM WATER REQUIREMENTS

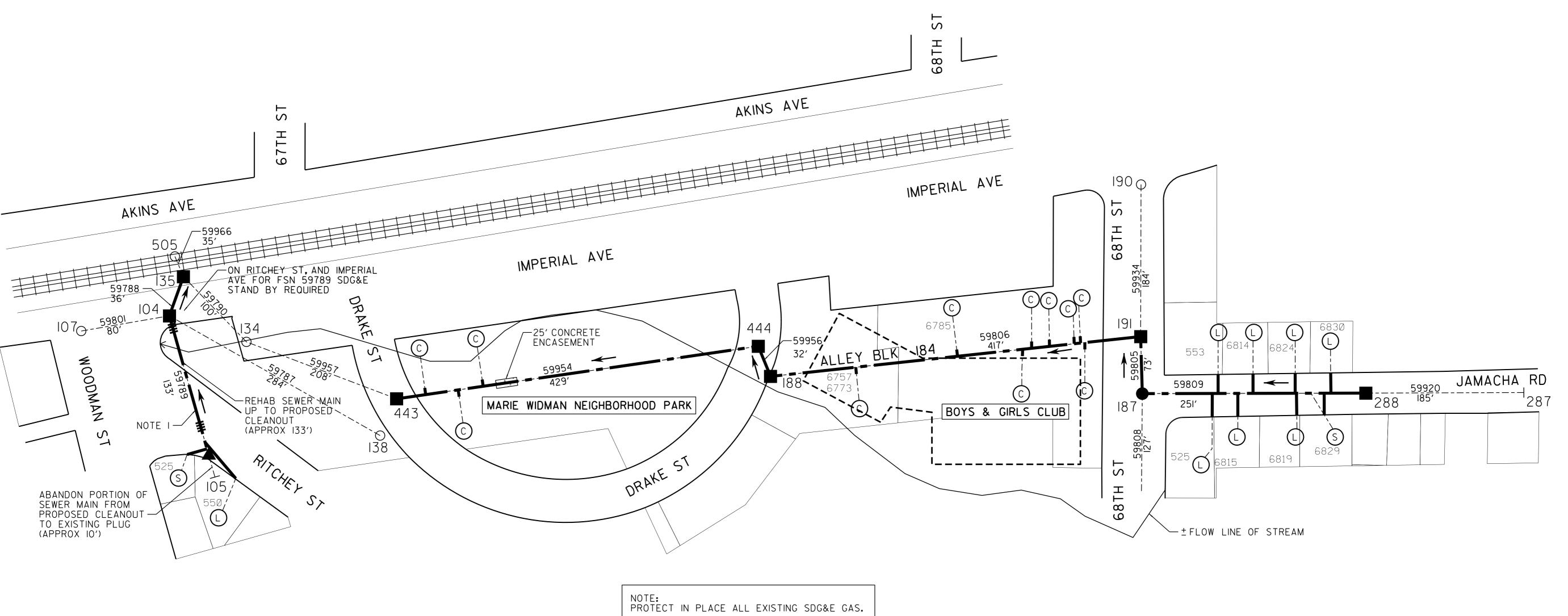
KEY MAP



VICINITY MAP



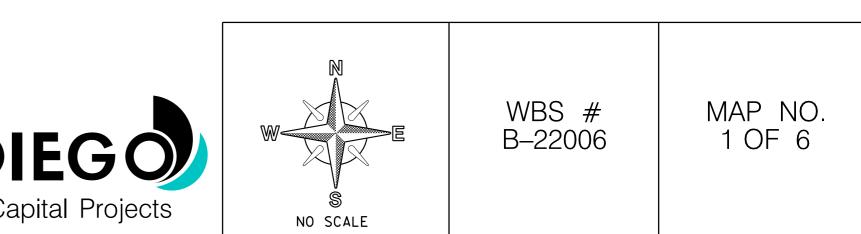
SITE MAPS

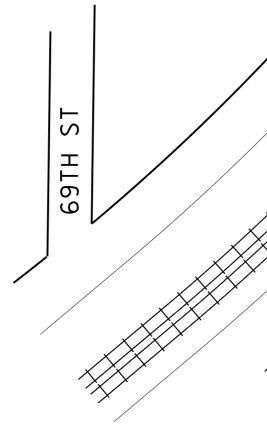


NO	SIZE	FSN	LENGTH	SLOPE	LATERALS	STREET NAME		UPSTRE	EAM MH		DOWNSTREAM MH				
	(INCH)		(FT)	%			(MH ID)	(FSN)	(I.E.)	(DEPTH')	(MH ID)	(FSN)	(I.E.)	(DEPTH')	
	9	59809	251	I . 30	8	JAMACHA	288	126318	241.76	6	187	126240	238.5	6	
2	9	59805	73	1.30	0	68TH	187	126240	238.5	6	191	126244	237.54	10	
3	9	59806	417	1.30	8	ALLEY BLK 184	191	126244	237.54	10	188	126241	232.11	9	
4	9	59956	32	I . 30	0	DRAKE	188	126241	232.11	ŋ	444	126362	231.69	9	
5	9	59954	429	I . 30	2	DRAKE	444	126362	231.69	ŋ	443	126361	266.11	9	
6	5	59789	143	16.20	I	RITCHEY	105	N-CO	244	10	104	126176	222.07	13	
7	9	59788	36	2.60	0	IMPERIAL	104	126176	222.07	13	135	126203	235.13	14	

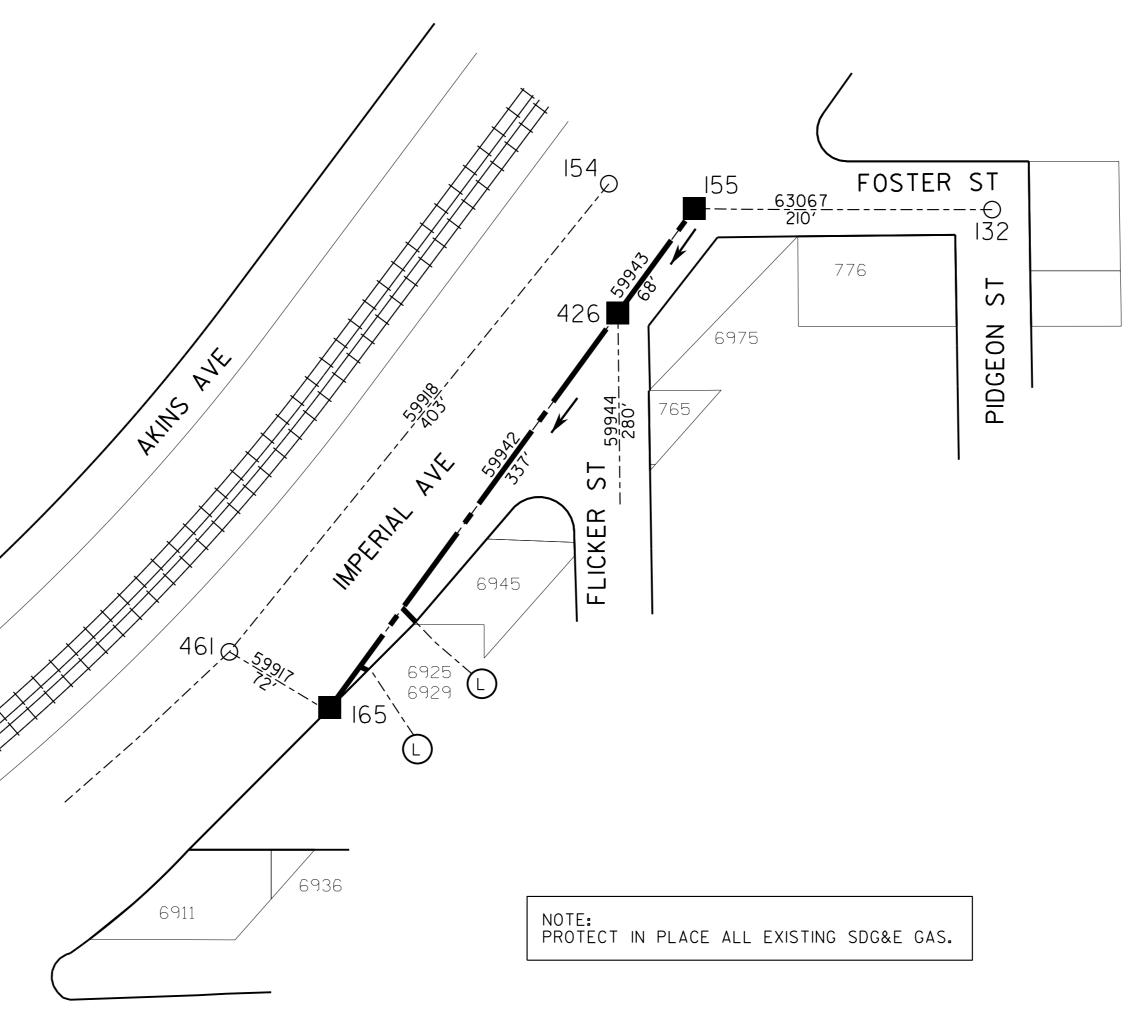
LEGEND:		P.L.	SERVICE CONNECTION TO REHABILITATED SEWER		
	EXISTING SEWER MAIN SEWER MAIN REHABILITATION PROPOSED SEWER MAIN		REHAB SEWER LATERAL WI UNLESS OTHERWISE SPECIF	TH CLEANOUT IED	NOTES: I.REHAB WITH POINT REPAIR
	NEW EASEMENT Parcel Right of Way	P.L.	4" SEWER LATERAL WITH C UNLESS OTHERWISE SPECIF NEW CLEANOUT	LEANOUT IED	
	SEWER LATERAL REHAB		MANHOLE REPLACEMENT EXISTING MANHOLE	The City	5
: : : : : : : : : : : : : : : : : : :	EXTERNAL POINT REPAIR INTERNAL POINT REPAIR CONCRETE ENCASEMENT	×××	FLOW DIRECTION MANHOLE ID MANHOLE REHAB		N DIEGO ing & Capital Projects

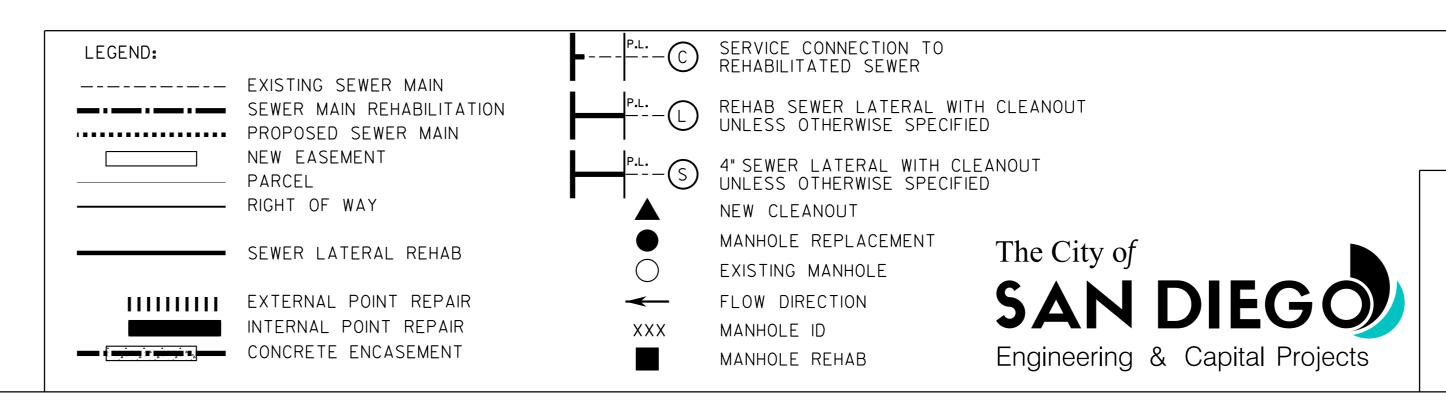
SKYLINE IMPROV 1 (S)



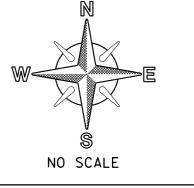


NO	SIZE	FSN	LENGTH	SLOPE	LATERALS	STREET NAME	UPSTREAM MH DOWNSTREAM MH							
	(INCH)		(FT) %	%			(MH ID)	(FSN)	(I.E.)	(DEPTH')	(MH ID)	(FSN)	(I.E.)	(DEPTH')
	9	59943	68	1.10	0	IMPERIAL	155	126218	260.71	6	426	126351	259.96	7
2	9	59942	337	1.10	2	IMPERIAL	426	126351	259.96	7	165	126225	256.26	10



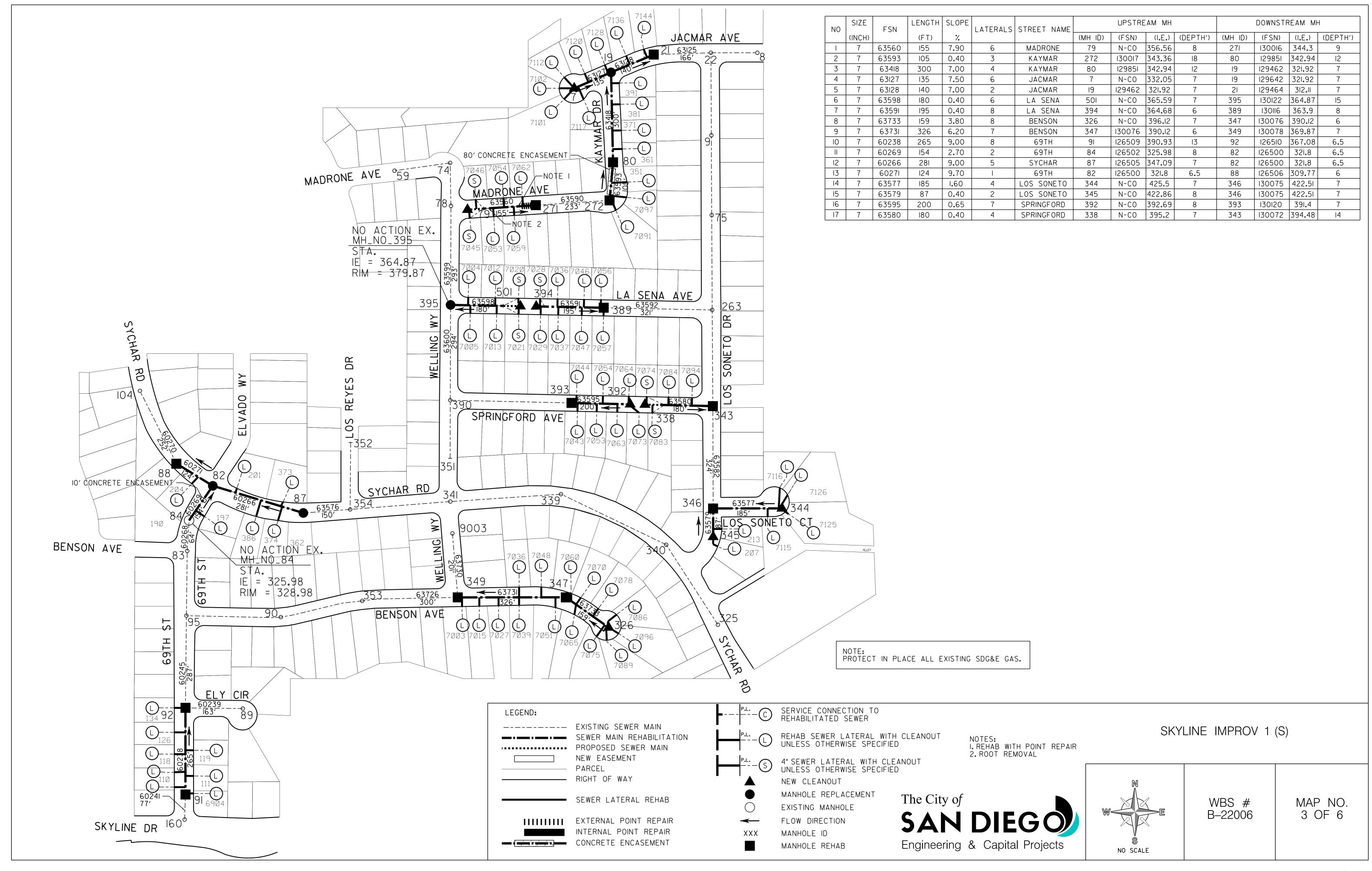


SKYLINE IMPROV 1 (S)

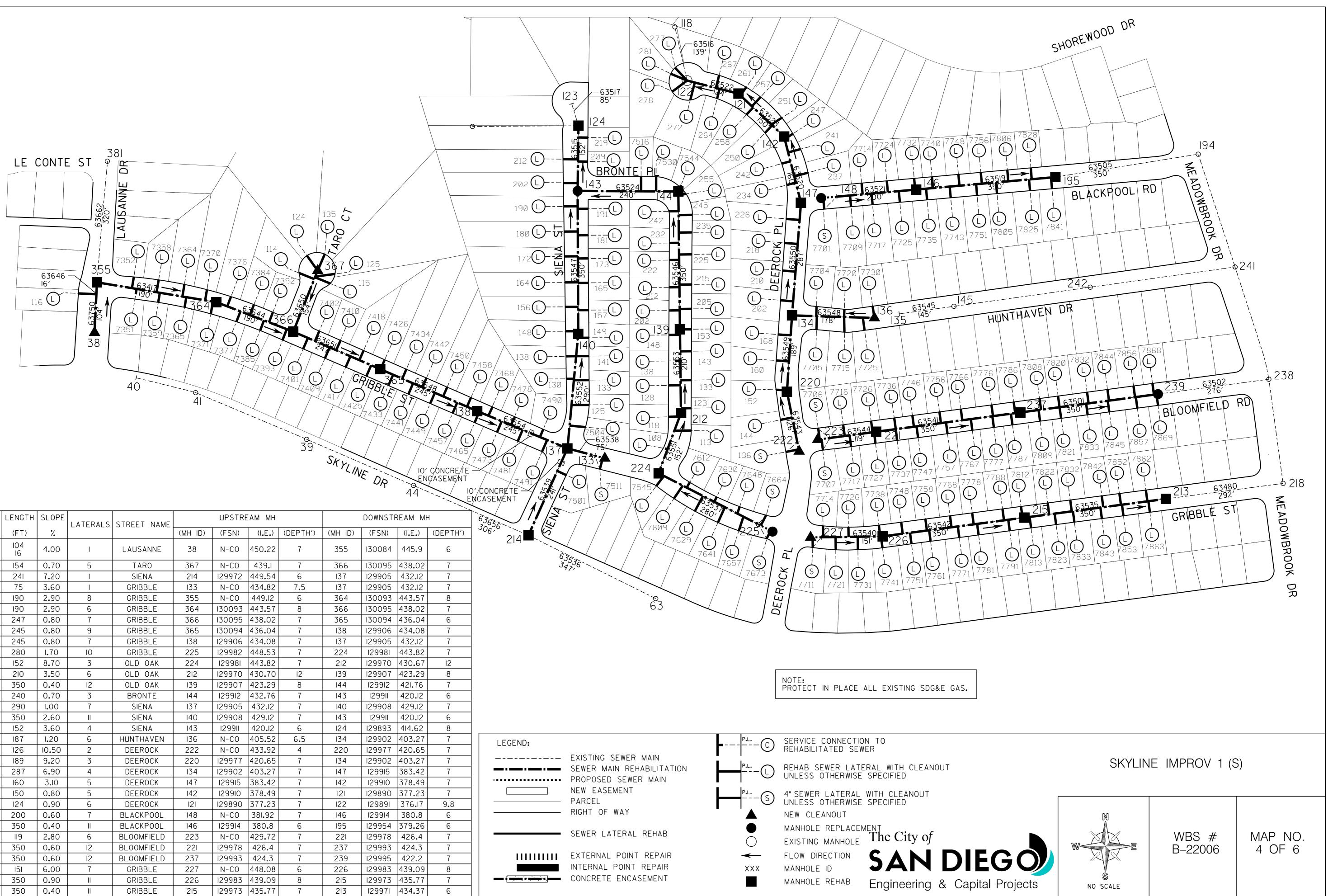




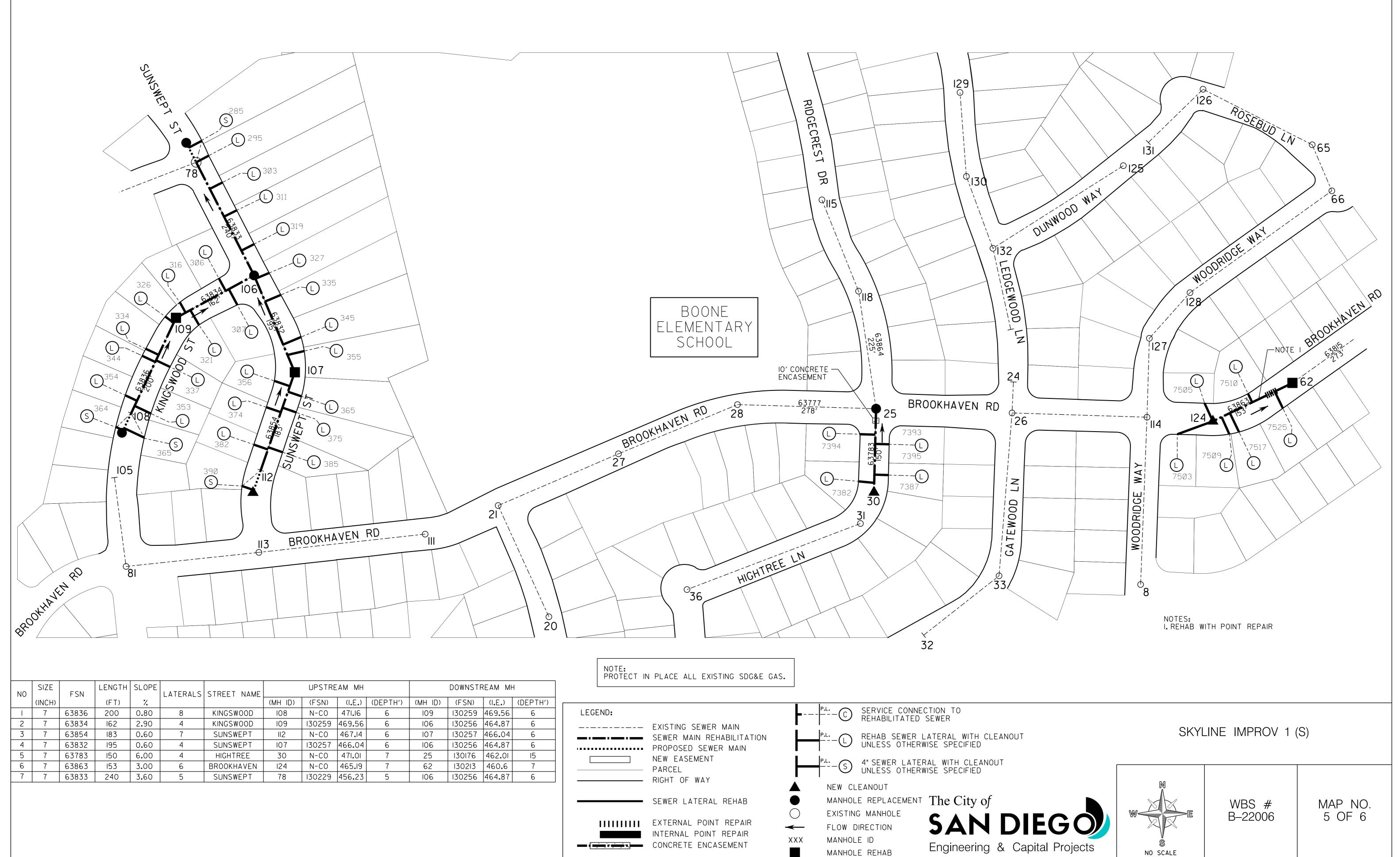
MAP NO. 2 OF 6



TERALS	STREET NAME		UPSTRE	EAM MH		DOWNSTREAM MH				
		(MH ID)	(FSN)	(I.E.)	(DEPTH')	(MH ID)	(FSN)	(I.E.)	(DEPTH')	
6	MADRONE	79	N-CO	356.56	8	271	130016	344.3	9	
3	KAYMAR	272	130017	343.36	18	80	129851	342.94	12	
4	KAYMAR	80	129851	342.94	12	19	129462	321.92	7	
6	JACMAR	7	N-CO	332.05	7	19	129642	321.92	7	
2	JACMAR	19	129462	321.92	7	21	129464	312.11	7	
6	LA SENA	501	N-CO	365.59	7	395	130122	364.87	15	
8	LA SENA	394	N-CO	364.68	6	389	130116	363.9	8	
8	BENSON	326	N-CO	396.12	7	347	130076	390.12	6	
7	BENSON	347	130076	390.12	6	349	130078	369.87	7	
8	69TH	91	126509	390.93	13	92	126510	367.08	6.5	
2	69TH	84	126502	325.98	8	82	126500	321.8	6.5	
5	SYCHAR	87	126505	347.09	7	82	126500	321.8	6.5	
1	69TH	82	126500	321.8	6.5	88	126506	309.77	6	
4	LOS SONETO	344	N-CO	425.5	7	346	130075	422.51	7	
2	LOS SONETO	345	N-CO	422.86	8	346	130075	422.51	7	
7	SPRINGFORD	392	N-CO	392.69	8	393	130120	391.4	7	
4	SPRINGFORD	338	N-CO	395.2	7	343	130072	394.48	4	

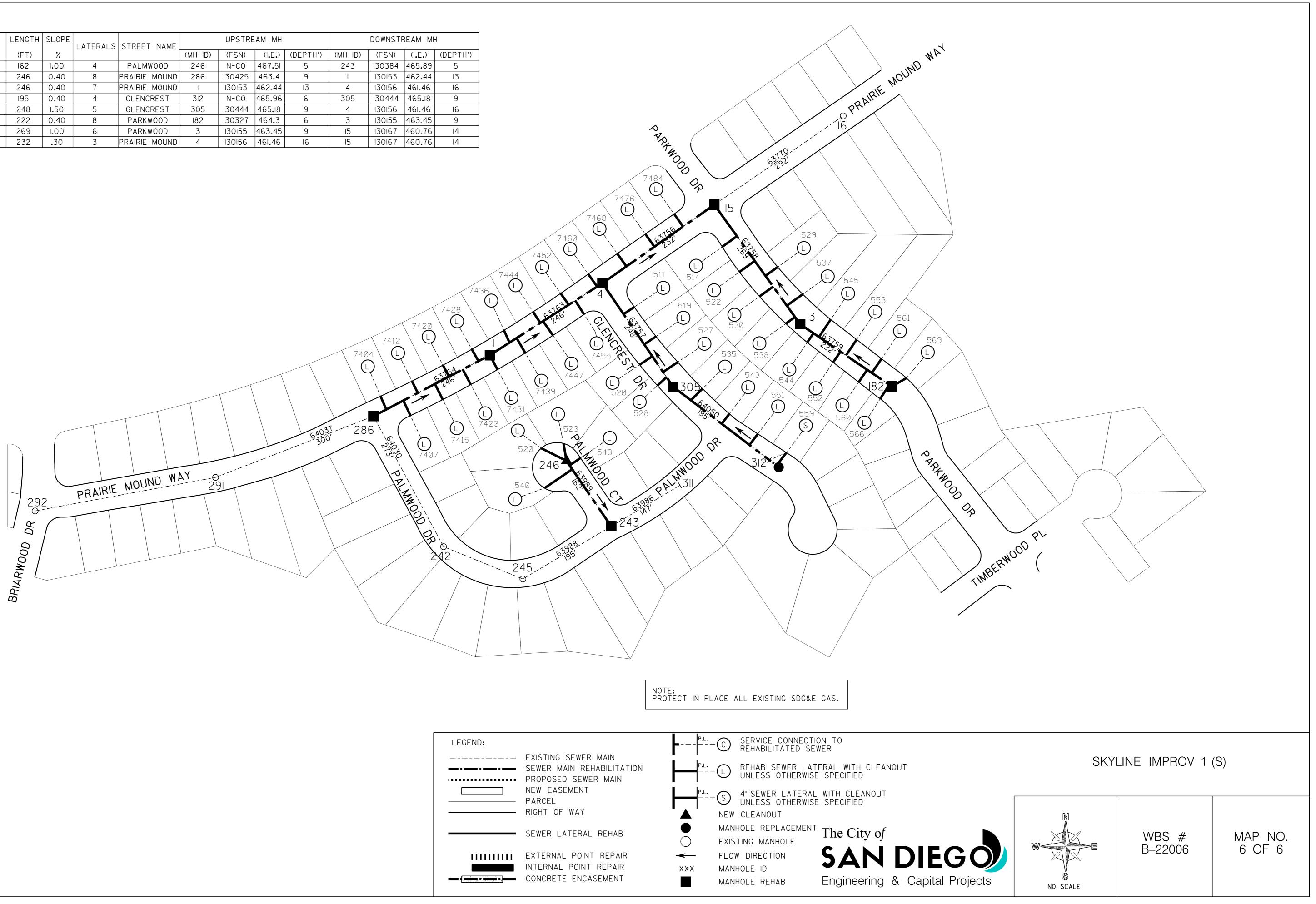


					-							
NO	SIZE	FSN	LENGTH	SLOPE	LATERALS	STREET NAME		UPSTRE	EAM MH			DOWNST
NO	(INCH)		(FT)	%		STREET NAME	(MH ID)	(FSN)	(I.E.)	(DEPTH')	(MH ID)	(FSN)
I	7	63750 63646	104 16	4.00	I	LAUSANNE	38	N-CO	450.22	7	355	130084
2	7	63650	154	0.70	5	TARO	367	N-CO	439.1	7	366	130095
3	7	63539	241	7.20	I	SIENA	214	129972	449.54	6	137	129905
4	7	63538	75	3.60	I	GRIBBLE	133	N-CO	434.82	7.5	137	129905
5	7	63417	190	2.90	8	GRIBBLE	355	N-CO	449.12	6	364	130093
6	7	63644	190	2.90	6	GRIBBLE	364	130093	443.57	8	366	130095
7	7	63651	247	0.80	7	GRIBBLE	366	130095	438.02	7	365	130094
8	7	63648	245	0.80	9	GRIBBLE	365	130094	436.04	7	138	129906
9	7	63554	245	0.80	7	GRIBBLE	138	129906	434.08	7	137	129905
10	7	63537	280	I . 70	10	GRIBBLE	225	129982	448.53	7	224	129981
II	7	63551	152	8.70	3	OLD OAK	224	129981	443.82	7	212	129970
12	7	63553	210	3.50	6	OLD OAK	212	129970	430.70	12	139	129907
13	7	63546	350	0.40	12	OLD OAK	139	129907	423.29	8	144	129912
14	7	63524	240	0.70	3	BRONTE	144	129912	432.76	7	143	129911
15	7	63552	290	1.00	7	SIENA	137	129905	432.12	7	140	129908
16	7	63547	350	2.60	II	SIENA	140	129908	429.12	7	143	129911
17	7	63515	152	3.60	4	SIENA	143	129911	420.12	6	124	129893
18	7	63548	187	I . 20	6	HUNTHAVEN	136	N-CO	405.52	6.5	134	129902
19	7	63543	126	10.50	2	DEEROCK	222	N-CO	433.92	4	220	129977
20	7	63549	189	9.20	3	DEEROCK	220	129977	420.65	7	134	129902
21	7	63550	287	6.90	4	DEEROCK	134	129902	403.27	7	147	129915
22	7	63520	160	3.10	5	DEEROCK	147	129915	383.42	7	142	129910
23	7	63523	150	0.80	5	DEEROCK	142	129910	378.49	7	121	129890
24	7	63522	124	0.90	6	DEEROCK	121	129890	377.23	7	122	129891
25	7	63521	200	0.60	7	BLACKPOOL	148	N-CO	381.92	7	146	129914
26	7	63519	350	0.40	II	BLACKPOOL	146	129914	380.8	6	195	129954
27	7	63544	119	2.80	6	BLOOMFIELD	223	N-CO	429.72	7	221	129978
28	7	63541	350	0.60	12	BLOOMFIELD	221	129978	426.4	7	237	129993
29	7	63501	350	0.60	12	BLOOMFIELD	237	129993	424.3	7	239	129995
30	7	63540	151	6.00	7	GRIBBLE	227	N-CO	448.08	6	226	129983
31	7	63542	350	0.90	I	GRIBBLE	226	129983	439.09	8	215	129973
32	7	63535	350	0.40	I	GRIBBLE	215	129973	435.77	7	213	129971

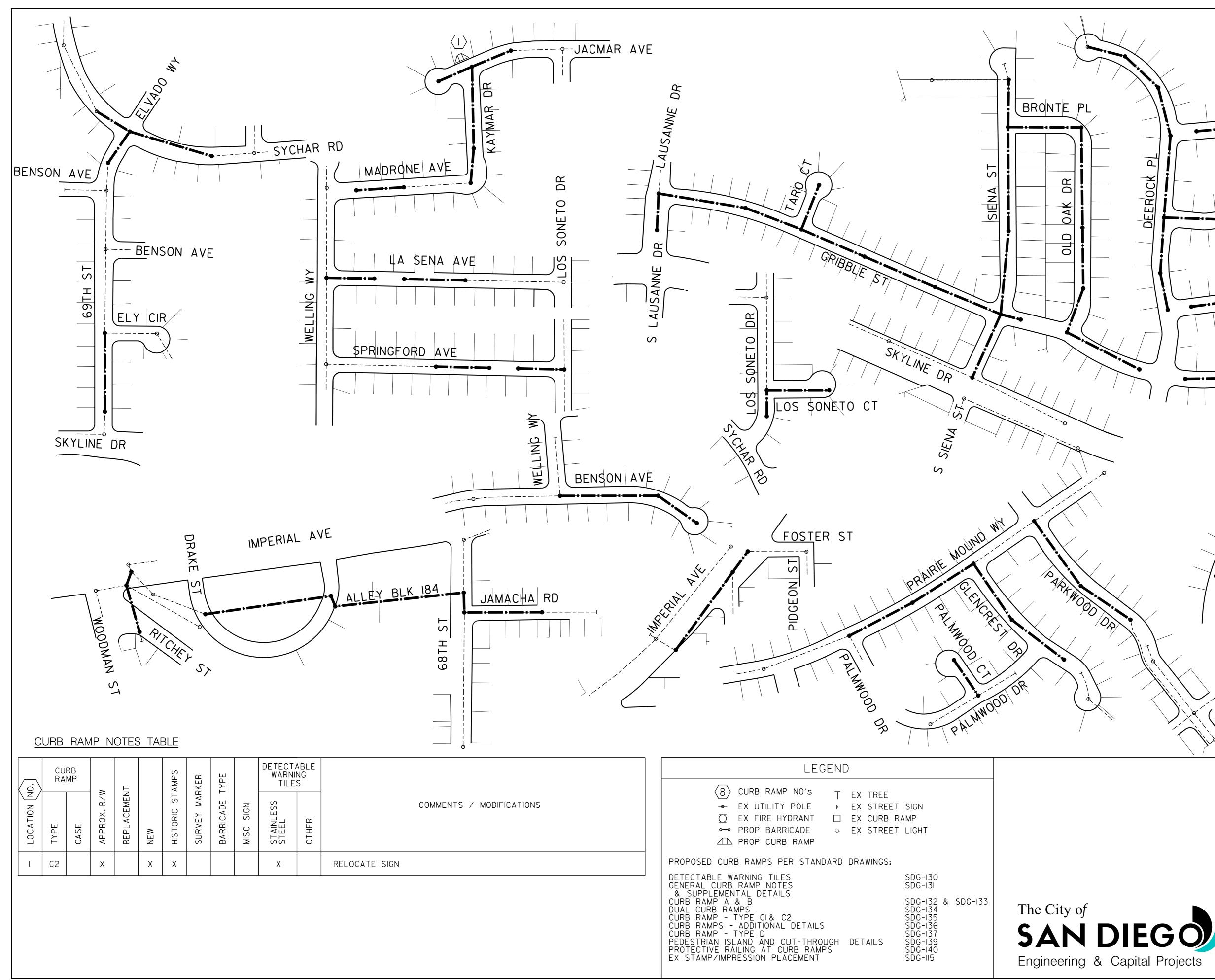


NO	SIZE	ZE FSN LENGTH	SLOPE	LATERALS	STREET NAME		UPSTRE	AM MH			DOWNST	
	(INCH)		(FT)	%			(MH ID)	(FSN)	(I.E.)	(DEPTH')	(MH ID)	(FSN)
	7	63836	200	0.80	8	KINGSWOOD	108	N-CO	471.16	6	109	130259
2	7	63834	162	2.90	4	KINGSWOOD	109	130259	469.56	6	106	130256
3	7	63854	183	0.60	7	SUNSWEPT	112	N-CO	467.14	6	107	130257
4	7	63832	195	0.60	4	SUNSWEPT	107	130257	466.04	6	106	130256
5	7	63783	150	6.00	4	HIGHTREE	30	N-CO	471.01	7	25	130176
6	7	63863	153	3.00	6	BROOKHAVEN	124	N-CO	465.19	7	62	130213
7	7	63833	240	3.60	5	SUNSWEPT	78	130229	456.23	5	106	130256

NO	SIZE	FSN	LENGTH	SLOPE	LATERALS	STREET NAME		UPSTRE	AM MH		
	(INCH)		(FT)	%			(MH ID)	(FSN)	(I.E.)	(DEPTH')	(MH ID)
I	7	63989	162	I . 00	4	PALMWOOD	246	N-CO	467.51	5	243
2	7	63764	246	0.40	8	PRAIRIE MOUND	286	130425	463.4	9	I
3	7	63763	246	0.40	7	PRAIRIE MOUND		130153	462.44	13	4
4	5	64050	195	0.40	4	GLENCREST	312	N-CO	465.96	6	305
5	7	63757	248	I . 50	5	GLENCREST	305	130444	465.18	9	4
6	7	63759	222	0.40	8	PARKWOOD	182	130327	464.3	6	3
7	7	63758	269	I . 00	6	PARKWOOD	3	130155	463.45	9	15
8	9	63756	232	.30	3	PRAIRIE MOUND	4	130156	461.46	16	15



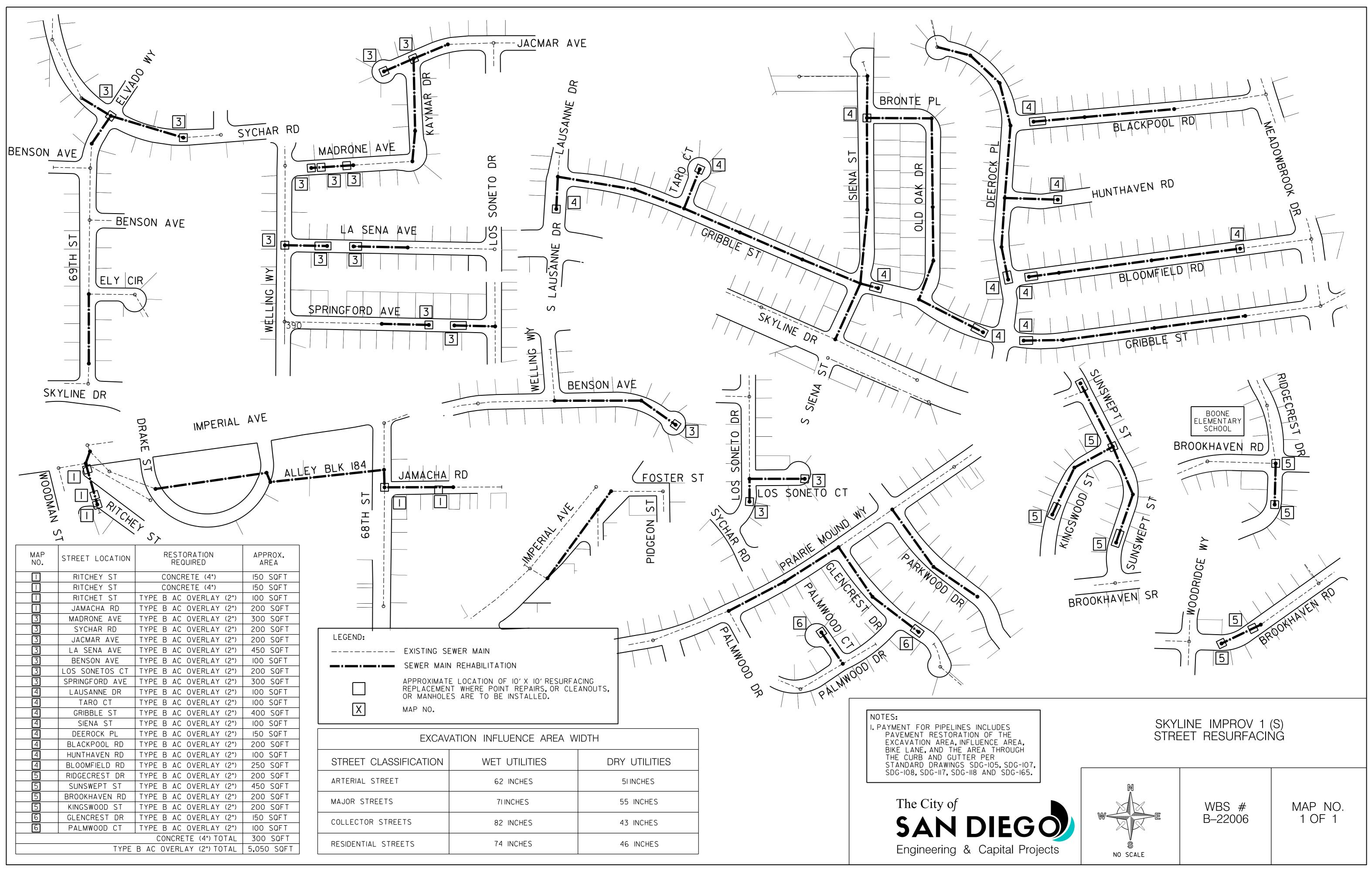
CURB RAMPS



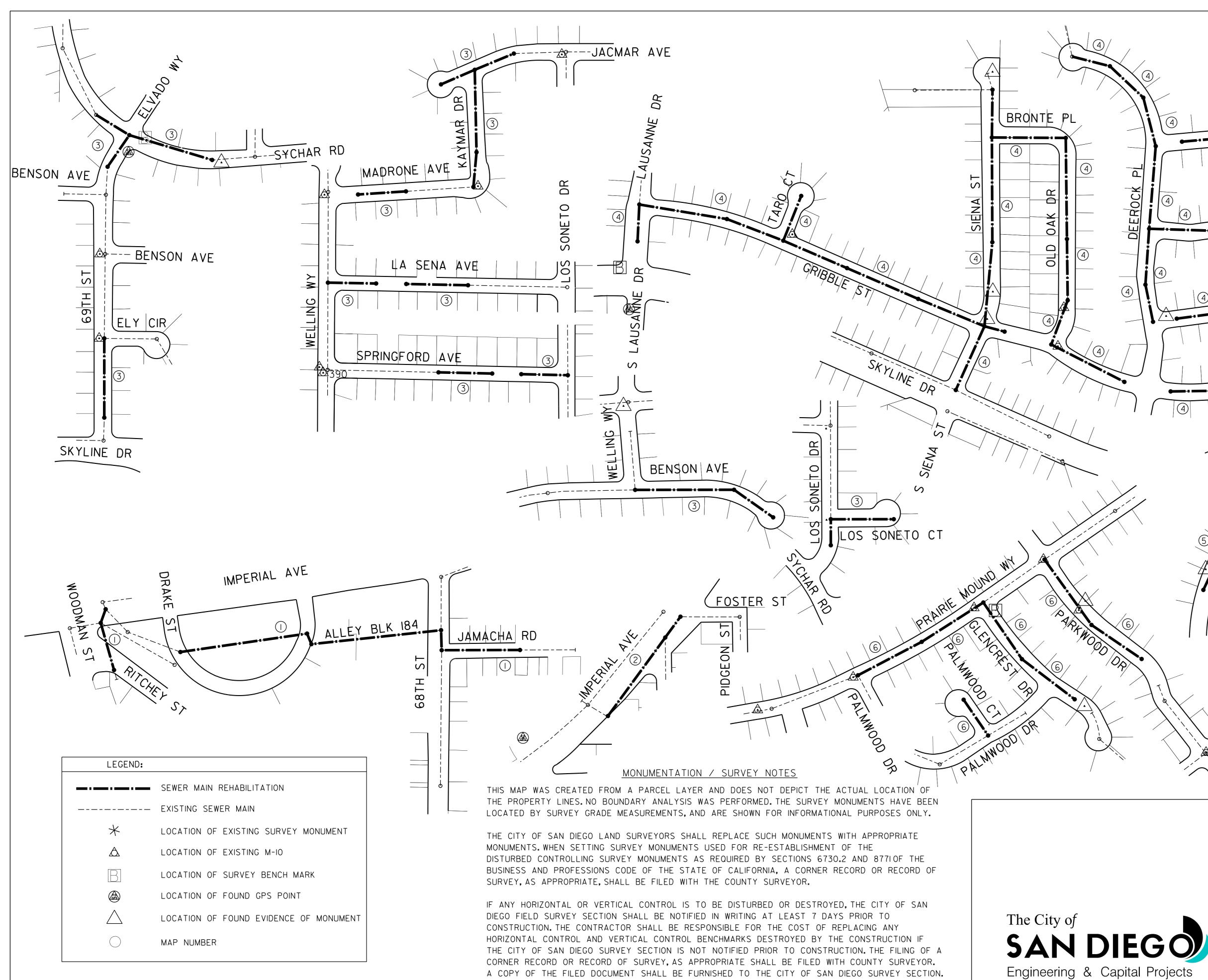
RI ACK **آ** -ADOWBROO EROCK HUNTHAVEN RD 믭 GRIBE CRE BOONE ELEMENTARY SCHOOL $\overline{\mathcal{O}}$ BROOKHAVEN RD DR *œ*-----*Q* KINGSWO SUNSWE \geq <u>w</u>oodridge ----Ū BROOKHAVEN SR _ _ _ _ SKYLINE IMPROV 1 (S) CURB RAMP LOCATION WBS # MAP NO. 1 OF 1 B-22006 NO SCALE

 \triangleleft RAMP JRB

STREET RESURFACING



SURVEY MONUMENTS



BLACKPOOL RD MEADOWBROOM 0 C K -HUNTHAVEN RD (4)BOONE ELEMENTARY SCHOOL RE \mathcal{O} BROOKHAVEN RD DR KINGSWO SUNSWE 2 <u>W</u>OODRIDGE ----BROOKHAVEN SR 60 — – – – d SKYLINE IMPROV 1 (S) SURVEY MONUMENT SHEET WBS # MAP NO.

B-22006

NO SCALE

SURVEY MONUMENT SHEE

1 OF 1

REFERENCE AS-BUILTS

Google Drive Link:

https://drive.google.com/drive/folders/1TfGu13L B320UeTyN9PJ7PMCzCUbwmLvl?usp=drive_link

APPENDIX H

REHABILITATION DATA COLLECTION – SAMPLE SEWER MAINS, LATERALS. MANHOLES, SAMPLE DATA TEMPLATES

REHAB DATA COLLECTION - SEWER MAINS

FSN 65112	REHAB DATE	LENGTH	INSIDE DIAM	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC	REHAB MATERIAL VENDOR	COMMENTS	ACCEPTANCE DATE
65112	8/22/2006	312	8	7	PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/2006
00112	0,22,2000	512	0	,						0,22,2000
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REHAB DATA COLLECTION - LATERALS

FSN REHAB		TOPHAT INSTALLED SIZE	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC	REHAB MATERIAL VENDOR	COMMENTS	ACCEPTANCE DATE
5033085	8/22/2006	Y 6	5	PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/200
			<u> </u>	İ					
							-		
		1							

REHAB DATA COLLECTION – MANHOLES

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

APPENDIX I

SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY





CONSTRUCTION NOTICE PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

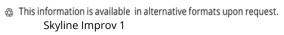
How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

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

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

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







CONSTRUCTION NOTICE PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

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

This information is available in alternative formats upon request.

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) (3).
 - A. "Emergency Operations" is defined as:

- 1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
- 2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
- 3. Operations including_repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
 - 1. A description of the emergency;
 - 2. The address or a description of the specific location of the emergency;
 - 3. The dates on which the emergency operations were performed; and
 - 4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024**, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at https://calepacomplaints.secure.force.com/complaint, or email **dieselcomplaints@arb.ca.gov**, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle, as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

- (4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.
- (5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:
 - (A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

<u>Idling Limit</u>: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

<u>Labeling</u>: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

ATTACHMENT G

CONTRACT AGREEMENT

ATTACHMENT G

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Burtech Pipeline Incorporated</u>, herein called "Contractor" for construction of **Skyline Improv 1**; Bid No. **K-24-2274-DBB-3**; in the total amount of <u>Three Million Eight Hundred</u> <u>Fifty Nine Thousand Two Hundred Fifty Dollars and Zero Cents (\$3,859,250.00)</u>, which is comprised of the Base Bid.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled Skyline Improv 1, on file in the office of the Purchasing & Contracting Department as Document No. B-22006, 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 **Skyline Improv 1**, Bid Number **K-24-2274-DBB-3**, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

BV

Print Name: <u>Stephen Samara</u> Principal Contract Specialist Purchasing & Contracting Department

APPROVED AS TO FORM

Mara W. Efflott, C

Print Name:_

Deputy City Attorney

6/5/2024 Date:

Date

CONTRACTOR By V

Print Name: Dominic J. Burtech/

Title: President & CEO

Date: 4/19/2024

City of San Diego License No.: B1996002066

State Contractor's License No.: 718202

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000006324

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act". of the project specifications, and that:

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

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

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

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

AFFIDAVIT OF DISPOSAL

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

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

Skyline Improv 1

(Project Title)

as particularly described in said contract and identified as Bid No. **K-24-2274-DBB-3**; SAP No. (WBS) **B-22006**; 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 ______, ____, _____,

Ву:_____

Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

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

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions – General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, ADDRESS AND TELEPHONE NUMBER OF N VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED@
Name:						
Name:						
 As appropriate, Bidder shall identify Vendor/Suppl Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise 	lier as one of the follo ME DB OB	E Certifi E Certifi	ed Woman Bus ed Disabled Ve	of certification (except siness Enterprise eteran Business Enterp ocal Business Enterpri	prise	WBE DVBE ELBE

Certified Small Local Business Enterprise SLBE Small Disadvantaged Business SDB Woman-Owned Small Business WoSB **HUBZone Business** HUBZone Service-Disabled Veteran Owned Small Business SDVOSB As appropriate, Bidder shall indicate if Vendor/Supplier is certified by: 2 State of California Department of Transportation City of San Diego CITY CALTRANS California Public Utilities Commission CPUC State of California's Department of General Services City of Los Angeles CADoGS LA State of California CA U.S. Small Business Administration SBA

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

ELECTRONICALLY SUBMITTED FORMS

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

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

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

- A. BID BOND See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions
- **B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That BURTECH PIPELINE, INCORPORATED	as	Princ	ipal,	
and NATIONWIDE MUTUAL INSURANCE COMPANY as Su			held	
and firmly bound unto The City of San Diego hereinafter called "OWNER	R," 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

SKYLINE IMPROV 1; K-24-2274-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	6TH	day of	MARCH	, 20_24	
BURTECH PIPELINE, INCORPORAT	red (seal)	NATION/ MUTUAL	VIDE INSURANCE CO	MPANY (SEAL)	
(Principal)	(Surety)				
By	\geq	By: Ica	icidal P.R		

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

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

TRACY LYNN RODRIGUEZ, ATTORNEY-IN-FACT

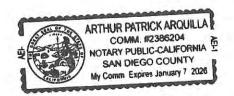
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California) -
County of San Diego)
	ore me, Arthur Patrick Arquilla, Notary Public
On <u>3// Loc /</u> bero	nic Burlech
Personally appeared Domi.	nic Joursen
reisonally appeared	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.

Signature



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 sea

Signature of Notary Public

Place Notary Seal Above

Though this section is optional, completing this information can deter alteration of the document or

fraudulent reattachment of this form to an unintended 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 Corporate Officer — Title(s) Partner Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other	Signer's Name
Signer Is Representing	Signer Is Representing

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

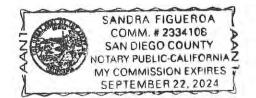
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CIVIL CODE § 1189

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|                     |                |            | erifies only the identity of the individual who signed the document<br>ss, accuracy, or validity of that document. |
|---------------------|----------------|------------|--------------------------------------------------------------------------------------------------------------------|
| State of Cali       | fornia         |            |                                                                                                                    |
| County of           | SAN DIEGO      | ]          |                                                                                                                    |
| On                  | 3/6/2024       | before me, | SANDRA FIGUEROA, NOTARY PUBLIC                                                                                     |
|                     | Date           |            | Here Insert Name and Title of the Officer                                                                          |
| personally appeared |                |            | TRACY LYNN RODRIGUEZ                                                                                               |
|                     | C Dester Barry |            | Name(s) of Signer(s)                                                                                               |

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Signature

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

\_\_\_\_Number of Pages: \_\_

Signature of Notary Public

| Signer(s) Other Than Named Above:   |   |
|-------------------------------------|---|
| Capacity(ies) Claimed by Signer(s)  |   |
| Signer's Name: TRACY LYNN RODRIGUEZ | S |

| Signer's Name: | TRACT LTININ ROD |
|----------------|------------------|
| - Companya Off |                  |

□ Corporate Officer – Title(s): \_\_\_\_\_ □ Partner – □ Limited □ General

□ Trustee □ Guardian of Conservator

| ц | ITUSLEE | <br>oudi ulun or |
|---|---------|------------------|
|   | Other:  |                  |

Signer is Representing: \_\_\_\_

Document Date:

Signer's Name: \_\_\_\_ □ Corporate Officer – Title(s): \_ □ Partner – □ Limited □ General Individual □ Attorney in Fact Guardian of Conservator □ Trustee

□ Other: \_\_\_\_\_

Signer is Representing: \_

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©2017 National Notary Association

### KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: HELEN MALONEY; JOHN G MALONEY; MARK D IATAROLA; SANDRA FIGUEROA; TRACY LYNN RODRIGUEZ;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

### UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

#### ACKNOWLEDGMENT



STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur Notary Public, State of New York No. 02MC6270117 Qualified in New York County Commission Expires October 19, 2024

Scylarice Milino Militle Notary Public

My Commission Expires October 19, 2024

#### CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 6TH day of MARCH 2024

Laura B. Guy

Assistant Secretary

### CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

### CHECK ONE BOX ONLY.

- 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<br>CLAIM | LOCATION | DESCRIPTION OF CLAIM | LITIGATION<br>(Y/N) | STATUS | RESOLUTION/REMEDIAL<br>ACTION TAKEN |
|------------------|----------|----------------------|---------------------|--------|-------------------------------------|
|                  |          |                      |                     |        |                                     |
|                  |          |                      |                     |        |                                     |
|                  |          |                      |                     |        |                                     |
|                  |          | -                    |                     |        |                                     |
|                  |          |                      |                     |        |                                     |
|                  | -        |                      |                     |        |                                     |
|                  |          |                      |                     |        |                                     |

Contractor Name: Burtech Pipeline, Incorporated

| Certified By | Dominic J. Burtech      | Title     | President & CEO |  |
|--------------|-------------------------|-----------|-----------------|--|
|              | Name                    |           |                 |  |
|              | Y V                     | Date _    | 3/12/2024       |  |
|              | Signature               |           |                 |  |
|              | USE ADDITIONAL FORMS AS | NECESSARY |                 |  |

### Mandatory Disclosure of Business Interests Form

### **BIDDER/PROPOSER INFORMATION**

| Legal Name                    |       | DBA      |     |  |
|-------------------------------|-------|----------|-----|--|
| Burtech Pipeline, Incorporate | d     |          |     |  |
| Street Address                | City  | State    | Zip |  |
| 1325 Pipeline Drive           | Vista | CA 92081 |     |  |
| Contact Person, Title         |       | Phone    | Fax |  |

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

\* The precise nature of the interest includes:

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

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

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

| Name                        | Title/Position                               |
|-----------------------------|----------------------------------------------|
| Dominic J. Burtech          | President & CEO                              |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Encinitas, CA               |                                              |
| Interest in the transaction |                                              |
| 51%                         |                                              |

| Name                        | Title/Position                               |  |
|-----------------------------|----------------------------------------------|--|
| Julie J. Burtech            | Exec. VP & Secretary                         |  |
| City and State of Residence | Employer (if different than Bidder/Proposer) |  |
| Encinitas, CA               |                                              |  |
| Interest in the transaction |                                              |  |
| 49%                         |                                              |  |

### \* Use Additional Pages if Necessary \*

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

| Dominic J. Burtech - President & CEO | v | 1         | 7 | 3/12/2024 |  |
|--------------------------------------|---|-----------|---|-----------|--|
| Print Name, Title                    |   | Signature |   | Date      |  |

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

Skyline Improv 1 K-24-2274-DBB-3

### DEBARMENT AND SUSPENSION CERTIFICATION

#### PRIME CONTRACTOR

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

### EFFECT OF DEBARMENT OR SUSPENSION

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

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

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

| NAME               | TITLE                |
|--------------------|----------------------|
| 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.

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

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

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

| and the second | onsidered in determining bidder responsibility. For any gency, and dates of action. | exception no | oted above, indicate below to whom |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------|------------------------------------|
| Contractor Name:_                                                                                                | Burtech Pipeline, Incorporated                                                      |              |                                    |
| Certified By                                                                                                     | Dominic J. Burtech                                                                  |              | President & CEO                    |
|                                                                                                                  | v V Name                                                                            | Date         | 3/12/2024                          |

Skyline Improv 1 K-24-2274-DBB-3

### DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

**\*TO BE COMPLETED BY BIDDER\*** 

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

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

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

| Х       | SUBCONTRACTOR                          |                | SUPPLIER         |        | MANUFACTURER    |
|---------|----------------------------------------|----------------|------------------|--------|-----------------|
| 1000    | NAME                                   |                |                  | TIT    | LE              |
|         | rin Corporation                        |                | _                |        |                 |
| Crai    | g Barry                                |                | President        |        |                 |
| X       | SUBCONTRACTOR                          |                | SUPPLIER         |        | MANUFACTURER    |
|         | NAME                                   |                |                  | TIT    | LE              |
|         | e Technologies, LLC                    |                |                  |        |                 |
|         | k Durazo                               |                | Partner          |        |                 |
|         | inic & Julie Burtech                   |                | Partners         |        |                 |
| Salv    | ador Aquino                            |                | Partner          |        |                 |
| X       | SUBCONTRACTOR                          |                | SUPPLIER         |        | MANUFACTURER    |
|         | NAME                                   |                |                  | TIT    | LE              |
|         | Rivers Strategies<br>ema Makani Boccia |                | President        |        |                 |
| X       | SUBCONTRACTOR                          |                | SUPPLIER         |        | MANUFACTURER    |
|         | NAME                                   |                |                  | TIT    | LE              |
| DB      | Pipeline, Inc.                         |                |                  |        |                 |
|         | ninic Burtech III                      |                | President        |        |                 |
|         |                                        |                |                  |        |                 |
| Contra  | actor Name:Burtech Pipe                | eline, Incorpo | rated            |        |                 |
| Certifi | ed By Dominic J. B                     | urtech         |                  | TitleF | President & CEC |
|         | - 1                                    | Name           | 7                | Date   | 3/12/2024       |
|         |                                        | Signature      | IAL FORMS AS NEO | Date   |                 |

### DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

**\*TO BE COMPLETED BY BIDDER\*** 

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

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

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

| X      | SUBCONTRACTOR              |            | SUPPLIER                 |          | MANUFACTURER    |
|--------|----------------------------|------------|--------------------------|----------|-----------------|
|        | NAME                       |            |                          | TIT      | LE              |
|        | a West Inc.<br>erto Tesada |            | President/0              | Dwner    |                 |
| x      | SUBCONTRACTOR              |            | SUPPLIER                 |          | MANUFACTURER    |
|        | NAME                       |            |                          | TIT      | LE              |
|        | onal Coating & Lining      |            | Dessident                |          |                 |
|        | Eunson<br>Unsell           |            | President<br>Vice Presid | ent      |                 |
| _      |                            |            |                          |          |                 |
|        | SUBCONTRACTOR              |            | SUPPLIER                 |          | MANUFACTURER    |
|        | NAME                       |            |                          |          | ÎLE             |
|        |                            |            |                          |          |                 |
|        |                            |            |                          |          |                 |
|        | SUBCONTRACTOR              |            | SUPPLIER                 |          | MANUFACTURER    |
|        | NAME                       | ÷.         |                          | T        | TLE             |
|        | <u> </u>                   |            |                          |          |                 |
|        | actor Name: Burtech Pipel  | ine Incorr | orated                   |          |                 |
| Contr  |                            |            |                          |          | 1               |
| Certif | ied By Dominic J. Bu       | irtech     |                          | Title    | President & CEO |
|        | r V                        | Name       |                          | Date     | 3/12/2024       |
|        |                            | Signatu    | ire                      |          |                 |
|        | /                          | /          | ONAL FORMS AS NEO        | ESSARY** |                 |
|        |                            |            |                          |          |                 |

# **City of San Diego**

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

# **ADDENDUM A**



### FOR

### **SKYLINE IMPROV 1**



| BID NO.:             | K-24-2274-DBB-3 |
|----------------------|-----------------|
| SAP NO. (WBS/IO/CC): | B-22006         |
| CLIENT DEPARTMENT:   | 2000            |
| COUNCIL DISTRICT:    | 4               |
| PROJECT TYPE:        | JA              |

### **BID DUE DATE**:

### 2:00 PM MARCH 12, 2024

### CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

### **ENGINEER OF WORK**

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

2/27/2024

Date



\_\_\_\_ Seal:



For City Engineer

## A. CHANGES TO CONTRACT DOCUMENTS

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

#### B. NOTICE INVITING BIDS

- 1. To Section 3., Estimated Construction Cost, page 6, **DELETE** in its Entirety and **SUBSTITUTE** with the following:
  - **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$3,030,000.**

#### C. SUPPLEMENTARY SPECIAL PROVISIONS

- To Attachment E, Section 6, PROSECUTION AND PROGRESS OF THE WORK, Subsection 6-1.3, Work Outside Normal Working Hours, Item 4, page 58, DELETE in its entirety and SUBSTITUTE with the following:
  - 4. If required, at no additional cost to the city, the contractor shall coordinate with Boone Elementary School and complete the Work on Ridgecrest Drive during the school's winter break, summer break, or during/outside the working hours of 8:00 AM. to 3:00 PM, whichever is approved by the City and the School.
- To Attachment E, Section 6, PROSECUTION AND PROGRESS OF THE WORK, Subsection 6-1.3, Work Outside Normal Working Hours, ADD the following:
  - 6. If required, at no additional cost to the city, the contractor shall coordinate with the Boys and Girls clubs of Greater San Diego Encanto Branch and complete the Work within the city easement and on 68<sup>th</sup> Street and Drake Street outside the club's working hours, upon approval by the City and the Club.
  - 7. Contractor may be required to complete the sewer rehabilitation and manhole replacement including the trench resurfacing on 68<sup>th</sup> Street during the night. Contractor shall coordinate with the

community and shall complete the Work as described above at night if approved by the City. All other items of Work shall be completed during the day.

- 3. To Attachment E, **SECTION 306 OPEN TRENCH CONDUIT CONSTRUCTION**, page 68, **ADD** the following:
  - **306-18.3 Inspection Procedure.** To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:
    - 5. The camera shall be moved through the pipeline in a downstream direction at a uniform rate by means of power cable winches or self-propelled tractors at each manhole and shall stop and rotate the camera head at each lateral connection, defect, or both to allow for adequate evaluation. If laterals are to be rehabilitated the final video for acceptance shall show the newly rehabilitated lateral connection at the main. When necessary, stop to ensure proper documentation of the pipe condition has been recorded but in no case shall the camera be pulled at a speed greater than 30 feet (9.1 m) per minute. A clear picture looking into each service connection shall be provided. Both pre and post video inspections shall be submitted to the Engineer.
  - **306-18.4 Reports and Documentation.** To the "WHITEBOOK", item 6, DELETE in its entirety and SUBSTITUTE with the following:
    - 6. Documentation shall consist of color digital video files, log sheets, and a written report detailing the condition of the pipeline and lateral connections and openings. If laterals are to be rehabilitated the final video for acceptance shall show the newly rehabilitated lateral connection at the main. Video files shall be provided on external hard drive or on DVD.

- **306-18.5** Video Inspection Submittals. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall make submittals during construction as applicable to the Project. Each video submittal shall be limited to 20 segments. If laterals are to be rehabilitated the final video for acceptance shall show the newly rehabilitated lateral connection at the main. In the event that any deficiencies are discovered by the Engineer, either by your video inspection or the Engineer's inspection, 5 Working Days shall be allowed for the Engineer to judge whether the deficiencies or sags are repairable, in place. If the judgment is made that the deficiencies are non-repairable in place, the affected portion(s) shall be reconstructed at no cost to the City.

To the "WHITEBOOK", item 1, subitems f), h), and i), DELETE in their entirety and SUBSTITUTE with the following

- f) Final Video Inspection New sewer mains or storm drains shall be video inspected and recorded not less than 22 Working Days after the completion of permanent trench restoration and finished grading, but prior to final resurfacing. If laterals are to be rehabilitated the final video for acceptance shall show the newly rehabilitated lateral connection at the main. You shall review the digital file for any discrepancies or deficiencies in the installation of the pipe or liner. You shall notify the Engineer at least 30 Working Days in advance of the anticipated date that Acceptance will be requested. If the specified advance notice is not given, Acceptance and bond release may be delayed.
- For sewer mains only: The camera shall stop at each lateral connection, focus on the bottom of the opening, and then shall make one slow clockwise

observation around the perimeter of the lateral which clearly shows the quality of the connection. The camera shall then focus on the center of the lateral opening for a minimum of 15 seconds before moving on to also adequately show and document that the saddle has been installed properly for new installations and that the lateral opening has been reestablished for rehabilitation. If laterals are to be rehabilitated the final video for acceptance shall show the newly rehabilitated lateral connection at the main. Each lateral shall be identified by the address of the property which it serves. If you fail to properly show and document within the database any of the lateral openings, you shall be required to repeat the video recording of that section of pipeline at no additional cost to the City.

- i) Post-rehabilitation Videos Post-rehabilitation videos shall be submitted within 30 Calendar Days of the completion of the Work in phases not to exceed 2 mile increments. The final video recording shall clearly show the condition of the liner with ends sealed at the manholes, service laterals, and connection seals. If laterals are to be rehabilitated the final video for acceptance shall show the newly rehabilitated lateral connection at the main. The submittal of this final video recording shall also include MS Access database and marked up Field Book pages or Plans as attachments.
- 4. To Attachment E, Section 402, UTILITIES, **subsection 402-6**, **COOPERATION**, page 73, **ADD** the following:
  - 3. Notify Crown Castle at least 3 weeks prior to excavating for point repair on Imperial Ave. and Ritchey St. to coordinate for the necessary protection of Crown Castle Facility.

- 5. To Attachment E, SECTION 503 SERVICE LATERAL REHABILITATION **Subsection 503-1, GENERAL**, page 74, **ADD** the following:
  - **503-1 GENERAL**. To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:
    - 5. If there is a Service Lateral Connection (SLC) in place, then the cured-in-place lateral liner shall have a minimum overlap of 2 inches (50.8 mm) over the previously installed SLC -. At no time shall the service lateral be rehabilitated prior to installing a SLC.
- To attachment E, Appendices, Appendix G Schematic Design Package, SITE MAPS, page 127, DELETE in its entirety and SUBSTITUTE with page 9 of this Addendum.
- 7. To attachment E, Appendices, Appendix G Schematic Design Package, **CURB RAMPS**, page 134, **DELETE** in its entirety and **SUBSTITUTE** with page 10 of this Addendum.

## D. ADDITIONAL CHANGES

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

For clarity where applicable, **ADDITIONS**, if any, have been <u>**Underlined**</u> and **DELETIONS**, if any, have been <del>**Stricken out**.</del>

| Section                   | ltem<br>Code  | Description                                                                | UoM       | Quantity      | Payment<br>Reference | Extension                   |
|---------------------------|---------------|----------------------------------------------------------------------------|-----------|---------------|----------------------|-----------------------------|
| Main<br>Bid               |               | Field Orders (EOC<br>Type II)                                              | AL        | 1             | 7-3.9                | <del>110000</del><br>200000 |
| Main<br>Bid               | 237310        | Curb Ramp (Type C2)<br>with Stainless Steel<br>Detectable Warning<br>Tiles | EA        | 1<br><u>8</u> | 303-5.10.2           |                             |
| <u>Main</u><br><u>Bid</u> | <u>237310</u> | Pedestrian Barricade<br>(Type A)                                           | <u>EA</u> | 1             | <u>701-2</u>         |                             |

Rania Amen, Director Engineering & Capital Projects Department

Dated: *February 29, 2024* San Diego, California

RA/MJN/na

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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| A 1070-59801-134<br>ON RITCHEY ST<br>AND IMPERIAL AVE<br>S9 80<br>S9 80<br>S0 80 | 25' CONCRETE<br>ENCASEMENTS A<br>BBB 6757 20' EASEMENTS C<br>DMAN NEIGHBORHOOD PARK<br>DMAN ST<br>DMAN ST<br>DMA |
| Γ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | NOTE:<br>PROTECT IN PLACE ALL EXISTING SDG&E GAS.                                                                                                                                                                                                                                                                                                                                           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NEW EASEMENT ---- PARCEL

- RIGHT OF WAY

EXTERNAL POINT REPAIR

INTERNAL POINT REPAIR

CONCRETE ENCASEMENT

SEWER LATERAL REHAB

4" SEWER LATERAL WITH CLEANOUT UNLESS OTHERWISE SPECIFIED

MANHOLE REPLACEMENT

NEW CLEANOUT

EXISTING MANHOLE

FLOW DIRECTION

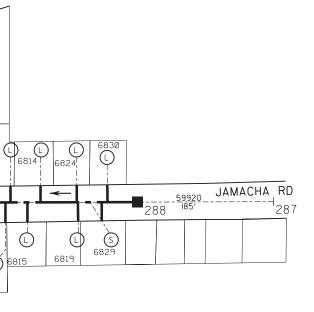
MANHOLE REHAB

MANHOLE ID

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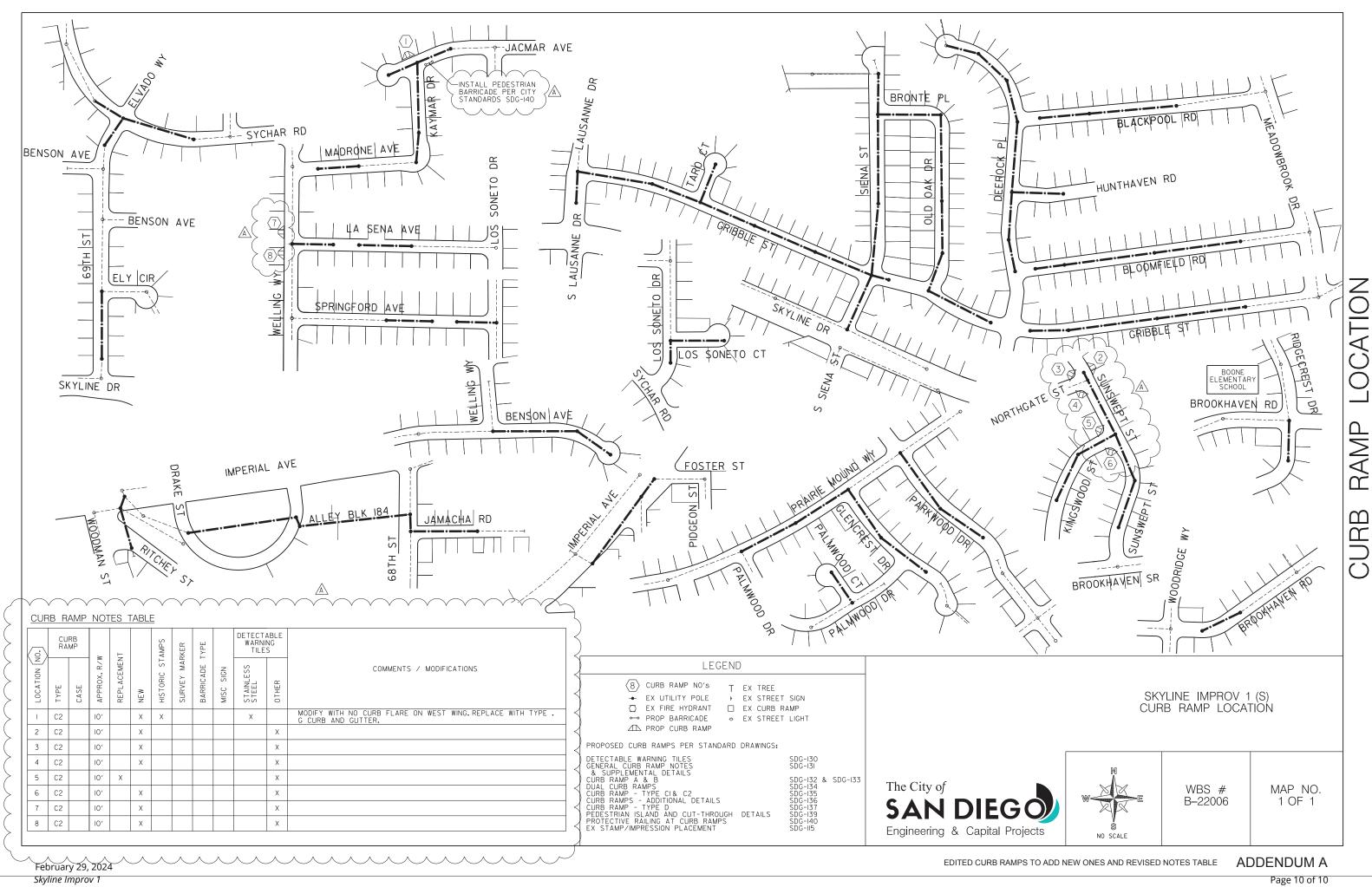
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XXX





REVISED TO SHOW EXISTING EASEMENTS AND CROWN CASTLE STANDBY NOTE



# **City of San Diego**

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

# **ADDENDUM B**



## FOR

## **SKYLINE IMPROV 1**



| BID NO.:             | K-24-2274-DBB-3 |
|----------------------|-----------------|
| SAP NO. (WBS/IO/CC): | B-22006         |
| CLIENT DEPARTMENT:   | 2000            |
| COUNCIL DISTRICT:    | 4               |
| PROJECT TYPE:        | JA              |

## BID DUE DATE:

## 2:00 PM MARCH 12, 2024

## CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

## A. CHANGES TO CONTRACT DOCUMENTS

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

#### B. BIDDER'S QUESTIONS

Q1. I know this is after the Question Deadline, but I had a subcontractor ask me how the Paving/Street Resurfacing on Map No. 1 of 1, Page 136 in Solicitation is getting paid?

On this plan sheet there is a callout for 300 sq ft of 4" Concrete and 5,050 sq ft of Type B AC Overlay 2". There are no bid items for this work, it is a pretty large dollar value.

A1. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

Please refer to Attachment E, Supplementary Special Provisions, Sections 306-3.3.4, 306-15, 306-15.1, 306-16.6, 306-17.2, 500-1, 500-4.7, 503-1, and 701-2 of the Solicitation Document.

Rania Amen, Director Engineering & Capital Projects Department

Dated: *March 5, 2024* San Diego, California

RA/MJN/na

# Bid Results

## **Bidder Details**

Vendor NameBurtech Pipeline IncorporatedAddress1325 Pipeline DriveVista, California 92081United StatesUnited StatesDOMINIC J. BURTECHRespondee TitlePRESIDENT & CEOPhone760-634-2822Emailbuddy@burtechpipeline.comVendor TypeCADIRLicense #718202CADIR100006324

## **Bid Detail**

Bid FormatElectronicSubmitted03/12/2024 1:49 PM (PDT)Delivery MethodBid ResponsiveBid StatusSubmittedConfirmation #368210

## Respondee Comment

Please include lota@burtechpipeline.com on email correspondences.

## **Buyer Comment**

# Attachments

## File Title

Contractors Certification of Pending Actions.pdf Mandatory Disclosure-Prime.pdf Prime-Debarment and Suspension Certification.pdf

#### File Name

Contractors Certification of Pending Actions.pdf

Mandatory Disclosure-Prime.pdf

Prime-Debarment and Suspension Certification.pdf

#### File Type

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM PRIME - DEBARMENT AND SUSPENSION CERTIFICATION

Sub-Debarment and Suspension Certs.pdfSub-Debarment and Suspension Certs.pdfSUBS, SUPPLIERS, MANUF. - DEBARMENT AND SUSPENSION<br/>CERTIFICATIONBid Bond - Skyline.pdfBid Bond - Skyline.pdfBid Bond

## Subcontractors

Showing 6 Subcontractors

| Name & Address                                                                               | Desc                                                                                                                      | License Num | CADIR           | Amount        | Туре                                     |
|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------|-----------------|---------------|------------------------------------------|
| <b>DB Pipeline, Inc.</b><br>102 Second Street<br>Suite C<br>Encinitas, California 92024      | Constructor -<br>Service Lateral<br>Connection<br>Installation                                                            | 1046212     | 1000062288      | \$364,650.00  | CADIR, CAU, MALE, Local                  |
| National Coating & Lining<br>26713 Madison Ave<br>Murrieta, California 92532                 | Constructor -<br>Manhole<br>Rehabilitation                                                                                | 886430      | 1000013795      | \$82,023.00   |                                          |
| <b>Nu-Line Technologies, LLC</b><br>1325 Pipeline Dr<br>Vista, California 92081              | Constructor -<br>Sewer Main<br>Rehabilitation,<br>Cleaning and<br>CCTV Inspections                                        | 997520      | 1000003808      | \$531,788.00  | CADIR, MBE, WBE, FEM,<br>Local           |
| <b>Piperin Corporation</b><br>510 Venture Street<br>Escondido, California 92029              | Constructor -<br>Open-Cut<br>Installation of<br>Sewer Mains,<br>Laterals,<br>Cleanouts,<br>Manholes and<br>Point Repairs. | 964028      | 100000485       | \$828,600.00  | CADIR, SLBE, Local                       |
| Sael Construction Corporation<br>2173 Camino Del Este apt6115<br>San Diego, California 92108 | Constructor - Curb<br>Ramp and<br>Concrete<br>Pavement                                                                    | 1086338     | PW-LR-100100852 | £\$56,600.00  | CADIR, ELBE, Local                       |
| <b>Two Rivers Strategies</b><br>9820 Alto Dr.<br>La Mesa, California 91941                   | Constructor -<br>CommunityLiaison                                                                                         | ELBE        | PW-LR-100087137 | 7 \$26,000.00 | MBE, SDB, WBE, FEM,<br>WOSB, ELBE, Local |

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## Line Items

#### Discount Terms No Discount

| Item #   | Item Code | Туре | Item Description                                                           | UOM | QTY   | Unit Price   | Line Total     | Response | Comment |
|----------|-----------|------|----------------------------------------------------------------------------|-----|-------|--------------|----------------|----------|---------|
| Main Bio | 1         |      |                                                                            |     |       |              | \$3,859,250.00 |          |         |
| 1        | 524126    |      | Bonds (Payment and Performance)                                            | LS  | 1     | \$31,000.00  | \$31,000.00    | Yes      | _       |
| 2        | 237110    |      | Sewage Bypass and Pumping Plan (Diversion Plan)                            | LS  | 1     | \$15,000.00  | \$15,000.00    | Yes      |         |
| 3        | 541820    | 1.1  | Exclusive Community Liaison Services                                       | LS  | 1     | \$30,000.00  | \$30,000.00    | Yes      |         |
| 4        | 237110    |      | Mobilization                                                               | LS  | 1     | \$200,000.00 | \$200,000.00   | Yes      |         |
| 5        | 0         |      | Field Orders (EOC Type II)                                                 | AL  | 1     | \$200,000.00 | \$200,000.00   | Yes      |         |
| 6        | 238910    |      | Concrete Pavement (4 Inch thick) per SDG-113 Schedule J                    | СҮ  | 3     | \$2,000.00   | \$6,000.00     | Yes      |         |
| 7        | 237310    |      | Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles          | EA  | 8     | \$7,000.00   | \$56,000.00    | Yes      |         |
| 8        | 237110    |      | Abandon and Fill Existing Sewer Main ( 6 Inch) Outside of the Trench Limit | LF  | 25    | \$120.00     | \$3,000.00     | Yes      |         |
| 9        | 237110    |      | Sewer Main (8 Inch)                                                        | LF  | 502   | \$300.00     | \$150,600.00   | Yes      |         |
| 10       | 237110    |      | Manhole (4 ft x 3 ft)                                                      | EA  | 14    | \$17,000.00  | \$238,000.00   | Yes      |         |
| 11       | 237110    |      | Sewer Lateral and Cleanout (4 Inch, Street)                                | EA  | 21    | \$9,000.00   | \$189,000.00   | Yes      |         |
| 12       | 237110    |      | Sewer Main Cleanout                                                        | EA  | 22    | \$8,000.00   | \$176,000.00   | Yes      |         |
| 13       | 237110    |      | Cleaning and Video Inspection of Existing Pipelines and Culverts           | LF  | 15226 | \$3.50       | \$53,291.00    | Yes      |         |
| 14       | 237110    |      | Cleaning and Video Inspection of Existing Laterals                         | LF  | 395   | \$10.00      | \$3,950.00     | Yes      |         |
| 15       | 237110    |      | Video Inspection of Pipelines and Culverts for Acceptance                  | LF  | 15728 | \$3.00       | \$47,184.00    | Yes      |         |
| 16       | 237310    |      | Thermoplastic Traffic Striping                                             | LF  | 40    | \$100.00     | \$4,000.00     | Yes      |         |
| 17       | 238990    |      | Video Recording of Existing Conditions                                     | LS  | 1     | \$5,000.00   | \$5,000.00     | Yes      |         |
| 18       | 237110    |      | Point Repair for Existing Sewer Main (8 Inch)                              | EA  | 2     | \$12,000.00  | \$24,000.00    | Yes      |         |
| 19       | 237110    |      | Point Repair for Existing Sewer Main (6 Inch)                              | EA  | 2     | \$7,000.00   | \$14,000.00    | Yes      |         |
| 20       | 237110    |      | Rehabilitate Sewer Main (6 Inch)                                           | LF  | 330   | \$70.00      | \$23,100.00    | Yes      |         |
| 21       | 237110    |      | Rehabilitate Sewer Main (8 Inch)                                           | LF  | 13021 | \$32.00      | \$416,672.00   | Yes      |         |
| 22       | 237110    |      | Rehabilitate Sewer Main (10 Inch)                                          | LF  | 1875  | \$35.00      | \$65,625.00    | Yes      |         |
| 23       | 237110    |      | Service Lateral Connection                                                 | EA  | 374   | \$1,150.00   | \$430,100.00   | Yes      |         |
| 24       | 237110    |      | Rehabilitate Existing Manhole                                              | EA  | 57    | \$1,600.00   | \$91,200.00    | Yes      |         |
| 25       | 237110    |      | Service Lateral Rehabilitation with Cleanout                               | EA  | 363   | \$3,650.00   | \$1,324,950.00 | Yes      |         |
| 26       | 541330    |      | Traffic Control and Working Drawings                                       | LS  | 1     | \$35,000.00  | \$35,000.00    | Yes      |         |
| 27       | 238210    |      | Remove and Reinstall Traffic Signs                                         | EA  | 1     | \$1,000.00   | \$1,000.00     | Yes      |         |
| 28       | 237310    |      | Pedestrian Barricade (Type A)                                              | EA  | 1     | \$2,500.00   | \$2,500.00     | Yes      |         |
| 29       | 541330    |      | WPCP Development                                                           | LS  | 1     | \$1,078.00   | \$1,078.00     | Yes      |         |
| 30       | 237310    |      | WPCP Implementation                                                        | LS  | 1     | \$22,000.00  | \$22,000.00    | Yes      |         |

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# Line Item Subtotals

| Section Title | Line Total         |
|---------------|--------------------|
| Main Bid      | \$3,859,250.00     |
| Grand To      | tal \$3,859,250.00 |

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