

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Damian Singleton, Contract Specialist, Email: Dsingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633
M Ninh/A Reyes/LJI

CONTRACT DOCUMENTS



FOR

Group 3017-Sewer Group 727 & Sewer Group 735

VOLUME 1 OF 2

BID NO.: _____ **K-14-1115-DBB-3**
SAP NO. (WBS/IO/CC): _____ **B-00337 & B-00345**
CLIENT DEPARTMENT: _____ **2011**
COUNCIL DISTRICT: _____ **2**
PROJECT TYPE: _____ **JA**

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

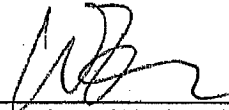
- PHASED-FUNDING.
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE FEDERAL

BID DUE DATE:

**2:00 PM
FEBRUARY 6, 2014
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
1010 SECOND AVENUE, 14TH FLOOR, MS 614C
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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



Registered Engineer/Architect

12/11/13

Date

Seal:



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **Group 3017-Sewer Group 727 & Sewer Group 735** (Project).
2. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
3. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
4. **EQUAL OPPORTUNITY CONTRACTING PROGRAM:**
 - 4.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	6.8%
2. ELBE participation	15.5%
3. Total mandatory participation	22.3%
 - 4.2. The Bidders are strongly encouraged to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <http://www.sandiego.gov/eoc/>
 - 4.3. The Bid will be declared non-responsive if the Bidder fails the following mandatory conditions:
 - 4.3.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
 - 4.3.2. Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

- 4.4. For additional Equal Opportunity Contracting Program requirements, see Attachment C.
5. **PRE-BID MEETING:**
- 5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, 14th Floor, San Diego, CA 92101 **at 10:00 AM, on JANUARY 14, 2014.**
- 5.2. All potential bidders are encouraged to attend.
- 5.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.
6. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
- 6.1. **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based contract compliance website, Prism®, located here:
- <https://pro.prismcompliance.com/default.aspx>.
- 6.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
7. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
8. **PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract.
- 8.1. **STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.**
- 8.1.1. In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.

- 8.1.2. Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.
- 8.1.3. The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said 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 Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.
- 8.1.4. The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

9. INSURANCE REQUIREMENTS:

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

10. PREQUALIFICATION OF CONTRACTORS:

- 10.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed **non-responsive** and ineligible for award. Complete information and prequalification questionnaires are available at:

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

10.2. The completed questionnaire, financial statement, and bond letter or a copy of the contractor’s SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracting Group, Prequalification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

11. REFERENCE STANDARDS: Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

12. CITY'S RESPONSES AND ADDENDA: The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.

13. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.

14. CONTRACT PRICING FORMAT: This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.

15. SUBMITTAL OF “OR EQUAL” ITEMS: See Section 4-1.6, “Trade Names or Equals” in The WHITEBOOK and as amended in the SSP.

16. AWARD PROCESS:

- 16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 16.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

17. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.

18. AVAILABILITY OF PLANS AND SPECIFICATIONS: Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

19. SUBMISSION OF QUESTIONS:

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

Public Works Contracting Group
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: [Contract Specialist listed on the front cover hereof]

OR:

Email address of the Contract Specialist listed on the front cover hereof.

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

- 20. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 21. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
- 22. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 22.1.** Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 22.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 22.3.** Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 22.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
- 23. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 23.1.** With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- 23.2.** The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

23.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

24. AWARD OF CONTRACT OR REJECTION OF BIDS:

24.1. This contract may be awarded to the lowest responsible and reliable Bidder.

24.2. Bidders shall complete the entire Bid schedule (also referred to as “schedule of prices” or Proposal form). Incomplete price schedules will be rejected as being non-responsive.

24.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.

24.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

24.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written “Notice of Intent to Protest” including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City’s announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, “Protests of Contract Award.”

24.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.

24.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.

24.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

25. BID RESULTS:

25.1. The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City’s web page <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.

25.2. To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

26. THE CONTRACT:

26.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

26.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

26.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

26.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

26.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

27. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

28. CITY STANDARD PROVISIONS: This contract is subject to the following standard provisions. See The WHITEBOOK for details.

28.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

28.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

28.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

28.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

28.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

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

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

29. PRE-AWARD ACTIVITIES:

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

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

30. PHASED FUNDING:

For additional Phased Funding Provisions, see Attachment B.

31. REQUIRED DOCUMENT SCHEDULE:

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

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE Good Faith Efforts Documentation
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Phased Funding Schedule Agreement (when required)
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Pre-Award Schedule (Phased Funded Contracts Only)
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
21.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS
AGREEMENT

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and BURTECH PIPELINE, INC., herein called "Contractor" for construction of Group 3017-Sewer Group 727 & Sewer Group 735; Bid No. K-14-1115-DBB-3; in the amount of THREE MILLION SIX HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS AND 00/100 (\$3,677,000.00), which is comprised of the Base Bid alone.

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

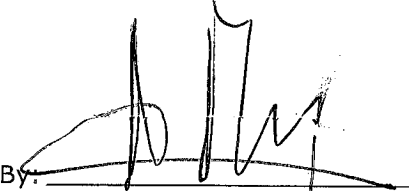
1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement.
 - (e) That certain documents entitled Group 3017-Sewer Group 727 & Sewer Group 735 on file in the office of the Public Works Department as Document No. B-00337 & B-00345, 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 Group 3017-Sewer Group 727 & Sewer Group 735, Bid Number K-14-1115-DBB-3, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

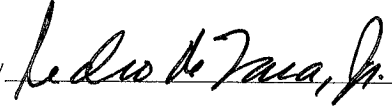
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

By:  _____
Albert P. Rechany
Program Manager
Public Works Contracting Group _____

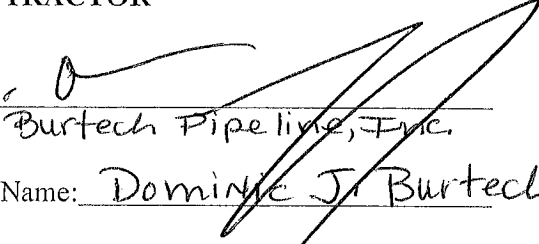
Jan I. Goldsmith, City Attorney

By:  _____
Print Name: Pedro DeLara, Jr. _____
Deputy City Attorney

Date: 4/30/14 _____

Date: 4/25/14 _____

CONTRACTOR

By:  _____
Burtech Pipeline, Inc.
Print Name: Dominic J. Burtech
Title: President & CEO
Date: 03/19/2014 _____

City of San Diego License No.: B1996002066

State Contractor's License No.: 718202

**CONTRACT FORMS
ATTACHMENTS**

EXECUTED IN TRIPLICATE

BOND NO. 2175766

PREMIUM: 26,062.00

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

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

BURTECH PIPELINE, ~~INC~~, INCORPORATED, a corporation, as principal, and
NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation authorized to do business
in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and
severally, to The City of San Diego a municipal corporation in the sum of
THREE MILLION SIX HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS AND 00/100
(\$3,677,000.00) for the faithful performance of the annexed contract, and in the sum of
THREE MILLION SIX HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS AND 00/100
(\$3,677,000.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract Group 3017-Sewer Group 727 & Sewer Group 735, Bid Number K-14-1115-DBB-3, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

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

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

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

Dated MARCH 13, 2014

Approved as to Form and Legality

BURTECH PIPELINE, INCORPORATED

Principal

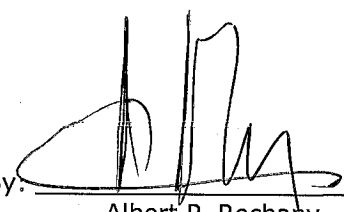
By 

DOMINIC J. BURTECH, JR., PRESIDENT

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By _____
Deputy City Attorney

By 
Albert P. Rechan
Program Manager
Public Works Contracting Group

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

Surety

By 

MARK D. IATAROLA, Attorney-in-fact

6 HUTTON CENTRE DRIVE, SUITE 850

Local Address of Surety

SANTA ANA, CA 92707

Local Address (City, State) of Surety

714/550-7799

Local Telephone No. of Surety

Premium \$ 26,062.00

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

Bond No. 2175766

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO }

On 03/13/2014 before me, GLENDA J. GARDNER, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

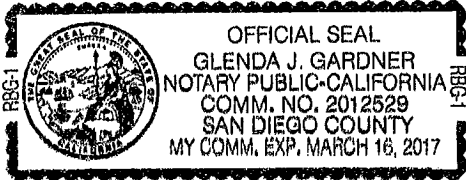
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Glenda J Gardner
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

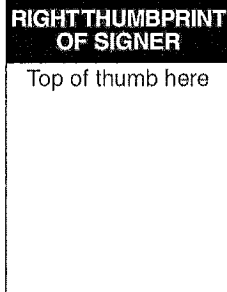
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

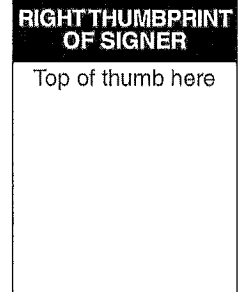
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,
GLENDA J. GARDNER, MARK D. IATAROLA and DEBORAH D. DAVIS

JOINTLY OR SEVERALLY

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

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

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

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



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



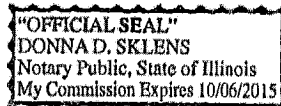
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10th day of December, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 10th day of December, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of MARCH, 2014.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On 3/18/17

Date

before me **Arthur P. Arquilla, Notary Public**

Here Insert Name and Title of the Officer

personally appeared Dominic Butech

Name(s) of Signer(s)

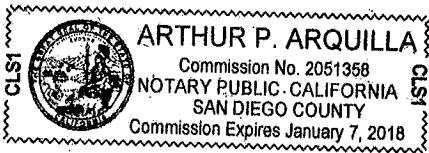
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

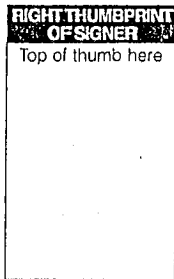
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

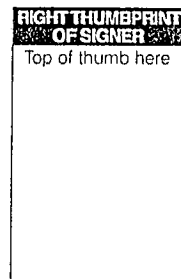
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Group 3017-Sewer Group 727 & Sewer Group 735

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

Burtech Pipeline, Incorporated
(Name under which business is conducted)

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

Signed



Printed Name

Dominic J. Burtech

Title

President + CEO

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Group 3017-Sewer Group 727 & Sewer Group 735

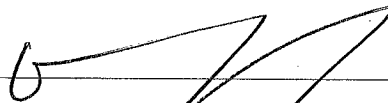
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

Burtech Pipeline Incorporated

(Name under which business is conducted)

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

Signed



Printed Name

Dominic J. Burtech

Title

President & CEO

CONTRACTOR CERTIFICATION

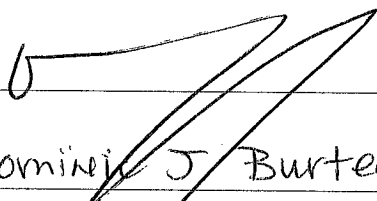
CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Group 3017-Sewer Group 727 & Sewer Group 735

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

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

Dated this 19th Day of March, 2014.

Signed  _____
Printed Name Dominic J. Burtech _____
Title President & CEO _____

AFFIDAVIT OF DISPOSAL

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

Group 3017-Sewer Group 727 & Sewer Group 735

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-14-1115-DBB-3**; SAP No. (WBS/IO/CC); **B-00337 & B-00345** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

and that they have been disposed of according to all applicable laws and regulations.

Dated this _____ DAY OF _____, _____.

Contractor
by

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Construction consists of installation of 8-Inch Sewer Mains, Sewer Manholes, Sewer Laterals, Trench Shoring, Traffic Control, Pavement Resurfacing, Curb Ramps.

1.1 The Work shall be performed in accordance with:

1.1.1 The Notice Inviting Bids and Plans numbered **36980-1-D** through **36980-35-D** and **36980-T1-D** through **36980-T13-D**, inclusive.

2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$3,985,000.00**.

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

Community of Peninsula; see the location map in the contract appendix.

4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **240 Working Days**.

5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

5.1. The City has determined the following licensing classification(s) for this contract:

Option	Classification(s)
1	CLASS A
2	CLASS C34
3	CLASS C42

5.2. The Bidder shall satisfy the licensing requirement by meeting **at least** one of the listed options.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

32. PHASED FUNDING:

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

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

- First Phased Funding Schedule Agreement
- Final Phased Funding Schedule Agreement

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

BID NUMBER: K-14-1115-DBB-3

CONTRACT OR TASK TITLE: GROUP 3017 - Sewer Group 727 & Sewer Group 735

CONTRACTOR: Burtech Pipeline Incorporated

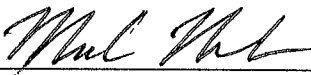
Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	ENTIRE PROJECT	NTP	June, 2015	\$ 3,677,000.00
Total				\$ 3,677,000.00

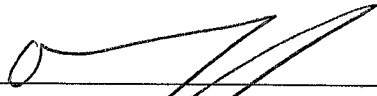
Notes:

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

CITY OF SAN DIEGO

CONTRACTOR

By: 
Name: MICHAEL NINH
Project Manager

By: 
Name: DOMINIC J. BURTECH
President & CEO

Department Name: _____

Title: President & CEO

Date: _____

Date: 4/21/14

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

ATTACHMENT D
INTENTIONALLY LEFT BLANK

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

SECTION 4 - CONTROL OF MATERIALS

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

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on a City form when provided by the City.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.2.3 Contractors Pollution Liability Insurance.

1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
3. For approval of a substitution of Subcontractor’s insurance, you must certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible must not exceed \$25,000 per claim.
4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability.
5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer’s Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer’s Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit. The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.

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

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

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

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

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

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

1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

2. Limits for this insurance must be not less than the following:

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

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 Waiver of Subrogation.

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

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

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplement, DELETE in its entirety.

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

ADD:

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

SECTION 203 – BITUMINOUS MATERIALS

203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, REVISE the section numbering from 203-15 to 203-16 in its entirety.
RPMS shall be used on this contract.

SECTION 300 – EARTHWORK

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

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

SECTION 302 – ROADWAY SURFACING

302-3 Preparatory Repair Work. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Preparatory Repair Work.

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

10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
 - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

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

8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
9. Base repairs shall not exceed 20% RAP in content.

302-3.2 Payment.

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.
2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

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

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

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

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

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

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

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

306-22 **Pipe Fusion.** DELETE in its entirety.

SECTION 705 – WATER DISCHARGES

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

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

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

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 **Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared **Addendum to Mitigated Negative Declaration** for **Group 3017-Sewer Group 727 & Sewer Group 735**, as referenced in the Contract Appendix. You must comply with all requirements of the **Addendum to Mitigated Negative Declaration** as set forth in the Contract Appendix.

.END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

ADDENDUM TO MITIGATED NEGATIVE DECLARATION (AMND)

SEWER GROUP 3017
PROJECT NO. 314638
ADDENDUM to MITIGATED NEGATIVE DECLARATION No. 255100 (SCH No. 2011091045)
AND MMRP
ADOPTED ON September 17, 2013

WHEREAS, on March 5, 2013 City of San Diego Public Works Department - Engineering and Capital Projects submitted an application to Development Services Department for review of the Sewer Group 3017 project; and

WHEREAS, the matter was considered without a public hearing by Development Services Staff designated by the City Manager of the City of San Diego; and

WHEREAS, the issue was heard by the Development Services Staff designated by the City Manager on September 17, 2013; and

WHEREAS, on September 17, 2013, Development Services Department adopted an Addendum to Mitigated Negative Declaration No. 255100, a copy of which is on file in the Development Services Department in accordance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code Section 21000 et seq.), as amended, and the State CEQA Guidelines thereto (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.); and

WHEREAS, State CEQA Guidelines section 15164(a) allows a lead agency to prepare an Addendum to a final MITIGATED NEGATIVE DECLARATION if such Addendum meets the requirements of CEQA; and

BE IT RESOLVED, by the Development Services Staff designated by the City Manager of the City of San Diego as follows:

1. That the information contained in the final Mitigated Negative Declaration No. 255100 along with the Addendum thereto, including any comments received during the public review process, has been reviewed and considered by the Development Services Staff designated by the City Manager of the City of San Diego prior to making a decision on the Project.
2. That there are no substantial changes proposed to the Project and no substantial changes with respect to the circumstances under which the Project is to be undertaken that would require major revisions in the Mitigated Negative Declaration for the Project.
3. That no new information of substantial importance has become available showing that the Project would have any significant effects not discussed previously in the Mitigated Negative Declaration or that any significant effects previously examined will be substantially more severe than shown in the Mitigated Negative Declaration.
4. That no new information of substantial importance has become available showing that mitigation measures or alternatives previously found not to be feasible are in fact feasible which would substantially reduce any significant effects, but that the Project proponents decline to adopt, or that there are any considerably different mitigation measures or alternatives not

previously considered which would substantially reduce any significant effects, but that the Project proponents decline to adopt.

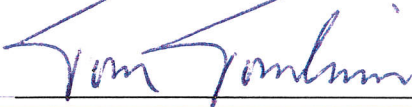
5. That pursuant to State CEQA Guidelines Section 15164, only minor technical changes or additions are necessary, and therefore, the Development Services Staff designated by the City Manager of the City of San Diego adopts Addendum No. 314638, dated September 6, 2013 to Mitigated Negative Declaration No. 255100 with respect to the Project, a copy of which is on file in the office of the Development Services Department.

6. That pursuant to CEQA Section 21081.6, the Development Services Staff designated by the City Manager of the City of San Diego adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the project as required by this Development Services Staff designated by the City Manager of the City of San Diego in order to mitigate or avoid significant effects on the environment, which is attached hereto as Exhibit A.

7. That Development Services is directed to file a Notice of Determination with the Clerk of the Board of Supervisors for the County of San Diego regarding the Project.

APPROVED: Tom Tomlinson, Interim Director, Development Services Department

By: _____



ATTACHMENT: Exhibit A, Mitigation Monitoring and Reporting Program

**ATTACHMENT A
MITIGATION, MONITORING, AND REPORTING PROGRAM
SEWER GROUP 3017
PROJECT NO. 314638**

This Mitigation Monitoring and Reporting Program is designed to ensure compliance with AB 3180 (1989) during implementation of mitigation measures. This program identifies at a minimum: the department responsible for the monitoring, what is to be monitored, how the monitoring shall be accomplished, the monitoring and reporting schedule, and completion requirements. The City of San Diego, Public Works Department - Engineering and Capital Projects and the Development Services Department are jointly responsible for ensuring that this program is carried out.

A. GENERAL REQUIREMENTS – PART I

Plan Check Phase (prior to permit issuance)

1. Prior to Bid Opening/Bid Award or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD) (plans, specification, details, etc.) to ensure the MMRP requirements have been incorporated.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, **“ENVIRONMENTAL/MITIGATION REQUIREMENTS.”**
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>
4. The **TITLE INDEX SHEET** must also show on which pages the “Environmental/Mitigation Requirements” notes are provided.

B. GENERAL REQUIREMENTS – PART II

Post Plan Check (After permit issuance/Prior to start of construction)

1. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants as necessary:

Biologist, Archaeologist, Native American Monitor and Paleontologist

Note: Failure of all responsible Permit Holder's representatives and consultants to attend shall require an additional meeting with all parties present.

CONTACT INFORMATION:

a) The PRIMARY POINT OF CONTACT is the RE at the Field Engineering Division 858-627-3200

b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call RE and MMC at 858-627-3360

2. MMRP COMPLIANCE: This Project, Project Tracking System (PTS) No. 314638 (addendum to MND 255100), or for subsequent future projects the associated PTS No 255100, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD’s ED, MMC and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc

Note:

Permit Holder’s Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.

3. OTHER AGENCY REQUIREMENTS: Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency as applicable.

4. MONITORING EXHIBITS: All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the LIMIT OF WORK, scope of that discipline’s work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.

5. OTHER SUBMITTALS AND INSPECTIONS: The Permit Holder/Owner’s representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

Document Submittal/Inspection Checklist

<i>Issue Area</i>	<i>Document submittal</i>	<i>Associated Inspection/Approvals/Note</i>
General	Consultant Qualification Letters	Prior to Pre-construction Mtg.
General	Consultant Const. Monitoring	Prior to or at Pre-Construction Mtg.
Archaeology	Archaeology Reports	Archaeology observation
Paleontology	Paleontology Reports	Paleontology observation
Final MMRP		Final MMRP Inspection

SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

HISTORICAL RESOURCES (ARCHAEOLOGY)

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
3. Identify Areas to be Monitored

- a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - c. MMC shall notify the PI that the AME has been approved.
4. When Monitoring Will Occur
- a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
5. Approval of AME and Construction Schedule
- After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
 4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
 - (1) Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under “D.”
 - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1) Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2) Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
1. Procedures for documentation, curation and reporting

- a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
- b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
- c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

A. Notification

1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

B. Isolate discovery site

1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.

C. If Human Remains **ARE** determined to be Native American

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.

5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

D. If Human Remains are **NOT** Native American

1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

A. If night and/or weekend work is included in the contract

1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
2. The following procedures shall be followed.
 - a. No Discoveries

In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSV and submit to MMC via fax by 8AM of the next business day.
 - b. Discoveries

All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
 - c. Potentially Significant Discoveries

If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.

- d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

A. Submittal of Draft Monitoring Report

1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**
 - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
4. MMC shall provide written verification to the PI of the approved report.
5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

B. Handling of Artifacts

1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.

C. Curation of artifacts: Accession Agreement and Acceptance Verification

1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.

2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

PALEONTOLOGICAL RESOURCES

I. Prior to Permit Issuance or Bid Opening/Bid Award

- A. Entitlements Plan Check
1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.
- B. Letters of Qualification have been submitted to ADD
1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
 3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

- A. Verification of Records Search
1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
- B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME has been approved.
4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**

2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

C. Determination of Significance

1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 - (1) Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
 - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1) Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2) Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for

jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVR and submit to MMC via the RE via fax by 8AM on the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with

appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,

- a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

APPENDIX B

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX C
SAMPLE CITY INVOICE

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

APPENDIX D
LOCATION MAP

GROUP 3017

SEWER GROUP 727 & SEWER GROUP 735

SEWER MAIN REPLACEMENT

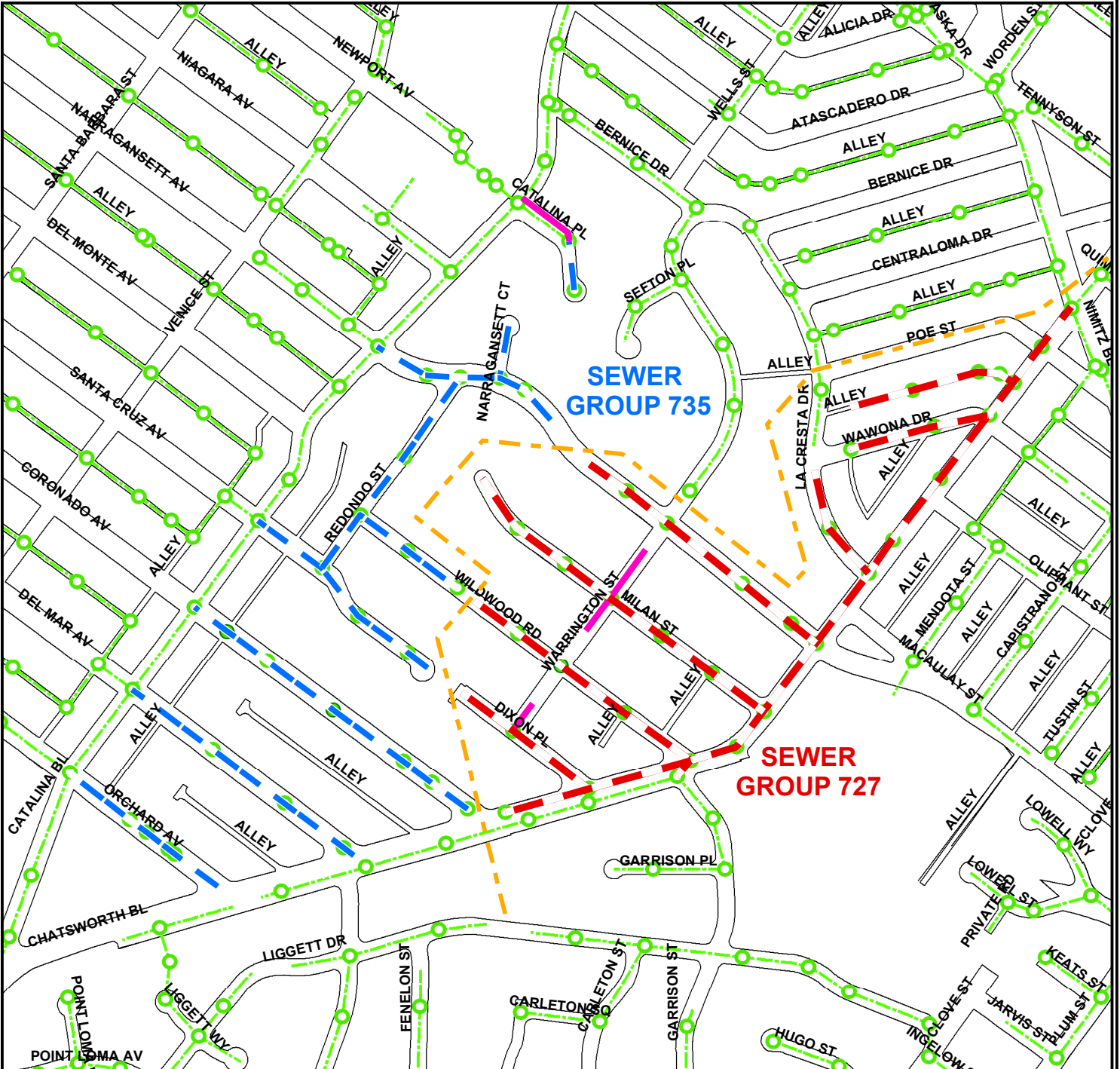
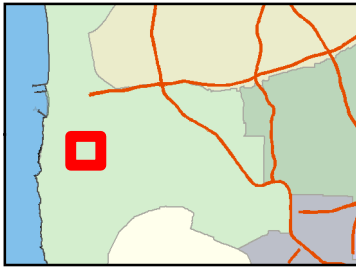


SENIOR ENGINEER
WENDY GAMBOA
 (619) 235-1971

PROJECT ENGINEER
ROBERTO VEJAR-PARRA
 (619) 533-5402

PROJECT MANAGER
MICHAEL NINH
 (619) 533-7443

CONSTRUCTION PROJECT INFORMATION
 (619) 533-4207



PENINSULA

COUNCIL DISTRICT: 02

WBS NOS.: B-00337 (S) / B-00345 (S)

LEGEND

- SEWER GROUP 735 - REPLACE IN PLACE
- SEWER GROUP 727 - REPLACE IN PLACE
- PROPOSED NEW SEWER MAIN
- - - EXIST. SEWER MAINS



No Scale

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APPENDIX E
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4. **POLICY**

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

<input type="checkbox"/>	City Meter	<input type="checkbox"/>	Private Meter
Contract Acct #:		Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #		Meter Size: 05	Meter Make and Style: 6-7
Backflow #		Backflow Size:	Backflow Make and Style:
Name: Group 3017-Sewer Group 727 & Sewer Group 735 Appendix E - Fire Hydrant Meter Program		Signature:	Date: 82 Page

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 F
SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer
City of San Diego
Field Engineering Division
9485 Aero Drive
San Diego, CA 92123-1801

Project Name: Insert Project Name

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

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

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

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

Summary of charges:

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

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

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

Summary of charges:

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

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

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

Note 2:

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

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

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

ATTACHMENT F
INTENTIONALLY LEFT BLANK

City of San Diego

CONTRACTOR'S NAME: BURTECH PIPELINE INCORPORATED
ADDRESS: 102 SECOND STREET, ENCINITAS, CA 92024
TELEPHONE NO.: (760) 634-2822 FAX NO.: (760) 634-2415
CITY CONTACT: Damian Singleton - Contract Specialist, Email: Dsingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633
M Ninh/A Reyes/LJI

CONTRACT DOCUMENTS



FOR

Group 3017-Sewer Group 727 & Sewer Group 735

VOLUME 2 OF 2

BID NO.: K-14-1115-DBB-3-C
SAP NO. (WBS/IO/CC): B-00337 & B-00345
CLIENT DEPARTMENT: 2011
COUNCIL DISTRICT: 2
PROJECT TYPE: JA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

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

TABLE OF CONTENTS

Description

Page Number

Volume 2 - Bidding Documents

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

1. Bid/Proposal.....	3
2. Bid Bond	6
3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	7
4. Contractors Certification of Pending Actions.....	8
5. Equal Benefits Ordinance Certification of Compliance	9
6. Proposal (Bid)	10
7. Form AA35 - List of Subcontractors	18
8. Form AA40 - Named Equipment/Material Supplier List	19

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

BIDDING DOCUMENTS

IF A PARTNERSHIP, SIGN HERE:

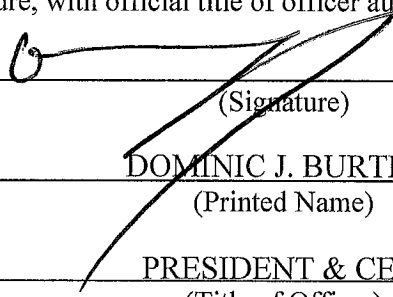
- (1) Name under which business is conducted _____
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):

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

Full Name and Character of partner

- (4) Place of Business (Street & Number) _____
- (5) City and State _____ Zip Code _____
- (6) Telephone No. _____ Facsimile No. _____
- (7) Email Address _____

IF A CORPORATION, SIGN HERE:

- (1) Name under which business is conducted BURTECH PIPELINE INCORPORATED
- (2) Signature, with official title of officer authorized to sign for the corporation:


(Signature)

DOMINIC J. BURTECH
(Printed Name)

PRESIDENT & CEO
(Title of Officer)
(Impress Corporate Seal Here)
- (3) Incorporated under the laws of the State of CALIFORNIA
- (4) Place of Business (Street & Number) 102 SECOND STREET
- (5) City and State ENCINITAS, CALIFORNIA Zip Code 92024
- (6) Telephone No. (760) 634-2822 Facsimile No. (760) 634-2415
- (7) Email Address buddy@burtechpipeline.com

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION CLASS A

LICENSE NO. 718202 EXPIRES JANUARY 31, 2016

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

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: buddy@burtechpipeline.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

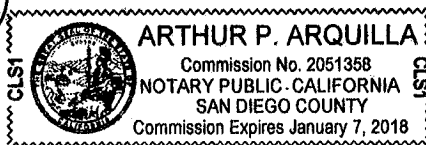
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature [Handwritten Signature] Title PRESIDENT & CEO

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 7 DAY OF Feb, 2014

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

(NOTARIAL SEAL)



BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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

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

GROUP 3017 - SEWER GROUP 727 AND SEWER GROUP 735, BID NO. K-14-1115-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 24TH day of JANUARY, 20 14

BURTECH PIPELINE, INCORPORATED (SEAL) (Principal)

NORTH AMERICAN SPECIALTY INSURANCE COMPANY (SEAL) (Surety)

By: [Signature] (Signature)

By: Mark D. Iatarola (Signature)

DOMINIC J. BURTECH, JR., PRESIDENT

MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO }

On 01/24/2014 before me, GLENDA J. GARDNER, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

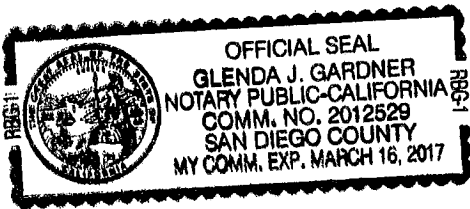
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Glenda J. Gardner
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,
GLEND A. J. GARDNER, MARK D. IATAROLA and DEBORAH D. DAVIS

JOINTLY OR SEVERALLY

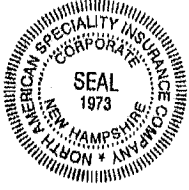
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law,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

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

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

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

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



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



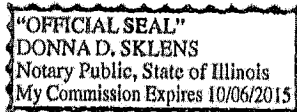
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10th day of December, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 10th day of December, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of JANUARY, 2014.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 2/4/14

Date

before me,

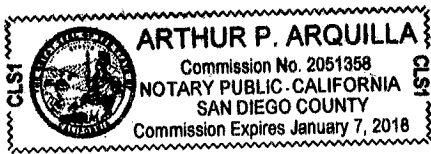
Arthur P. Arquilla, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Dominic Butech

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

Arthur P. Arquilla

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

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

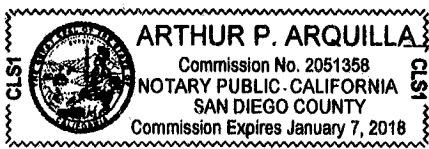
State of California)
County of SAN DIEGO) ss.

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

Signed: [Signature]
Title: PRESIDENT & CEO

Subscribed and sworn to before me this 4 day of Feb, 2014

[Signature]
Notary Public



(SEAL)

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

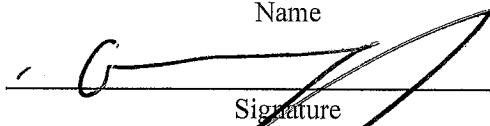
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

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

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

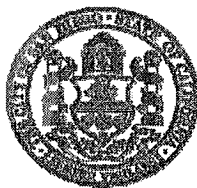
Contractor Name: BURTECH PIPELINE INCORPORATED

Certified By DOMINIC J. BURTECH Title PRESIDENT & CEO
Name

 Date 2/6/14
Signature

USE ADDITIONAL FORMS AS NECESSARY

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: **BURTECH PIPELINE INCORPORATED**

Contact Name: **DOMINIC BURTECH**

Company Address: 102 Second Street, Encinitas, CA 92024

Contact Phone: (760) 634-2822

Contact Email: buddy@burtechpipeline.com

CONTRACT INFORMATION

Contract Title: **GROUP 3017-Sewer Group 727 & Sewer Group 735**

Start Date: **MAY 2014**

Contract Number (if no number, state location): **K-14-1115-DBB-3-C**

End Date: **JUNE 2015**

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

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

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

Dominic J. Burtech - President & CEO

Name/Title of Signatory

Signature

2/6/14

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:

EBO Analyst:

Approved

Not Approved – Reason:

rev 02/15/2011

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **Group 3017-Sewer Group 727 & Sewer Group 735**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
SEWER GROUP 727							
BASE BID							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	 	\$ 28,280.30
2	1	AL		2-11.1.6	Remote Control Camera Inspection - Type II	 	\$11,500.00
3	1	EA	541214	3-3.2.2.1	Certified Payroll	\$ 1.-	\$ 1.-
4	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	 	\$ 1,700.-
5	1	LS	237310	7-10.2.6	Traffic Control	 	\$ 20,000.-
6	1	LS	237110	9-3.4.1	Mobilization	 	\$ 10,000.-
7	1	AL		9-3.5	Field Orders - Type II	 	\$115,000.00
8	45	CY	237310	300-1.4	Additional Pavement Removal & Disposal	\$ 45.-	\$ 2,025.-
9	6	EA	237310	302-1.12	Traffic Detector Loop Replacement	\$ 600.-	\$ 3,600.-
10	3	TON	237310	302-3.2	Asphalt Pavement Repair	\$ 450.-	\$ 1,350.-
11	381,000	SF	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II and Striping	\$ 0.31	\$ 118,110.-
12	4,281	SF	237310	302-5.2.1	Pavement Restoraton Adjacent to Trench	\$ 10.-	\$ 42,810.-

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
13	20	CY	237310	302-6.8	Concrete Pavement	\$ 400.-	\$ 8,000.-
14	250	LB	237310	302-14.5	Crack Seal	\$ 20.-	\$ 5,000.-
15	480	SF	237310	303-5.9	Cross Gutter	\$ 12.-	\$ 5,760.-
16	75	LF	237310	303-5.9	Additional Curb and Gutter	\$ 38.-	\$ 2,850.-
17	350	SF	237310	303-5.9	Additional Sidewalk Removal and Replacement	\$ 7.-	\$ 2,450.-
18	9	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$ 170.-	\$ 1,530.-
19	130	SF	237310	303-5.9	Alley Apron	\$ 12.50	\$ 1,625.-
20	750	SF	237310	303-5.9	Concrete Pavement for Alley	\$ 10.-	\$ 7,500.-
21	13	EA	237310	303-5.10.2	Curb Ramp Type A with Detectable Warning Tiles	\$ 2,400.-	\$ 31,200.-
22	7	EA	237310	303-5.10.2	Curb Ramp Type C2 with Detectable Warning Tiles	\$ 2,550.-	\$ 17,850.-
23	5	EA	237310	303-5.10.2	Curb Ramp Type D with Detectable Warning Tiles	\$ 2,050.-	\$ 10,250.-
24	1	LS	237110	306-1.1.6	Trench Shoring	 	
25	103	CY	237110	306-1.2.1.1	Additional Bedding	\$ 1.-	\$ 103.-
26	437	TON	237310	306-1.5.1	Temporary Resurfacing	\$ 103.-	\$ 45,011.-
27	397	TON	237110	306-1.6	Imported Backfill	\$ 2.-	\$ 794.-
28	8,745	LF	237110	306-1.6	8-Inch Sewer Main	\$ 85.-	\$ 743,325.-
29	40	EA	237110	306-1.8.6	Manholes (4 x 3)	\$ 3,450.-	\$ 138,000.-
30	1	EA	237110	306-1.9.1	6-Inch Sewer Lateral & Cleanout (Street)	\$ 2,600.-	\$ 2,600.-

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
31	197	EA	237110	306-1.9.1	4-Inch Sewer Lateral & Cleanout (Street)	\$ 2,300.-	\$ 453,100.-
32	18	EA	237110	306-1.9.1	4-Inch Sewer Lateral & Cleanout (Alley)	\$ 1,400.-	\$ 25,200.-
33	3	EA	237110	306-1.9.1	Sewer Lateral Connection	\$ 600.-	\$ 1,800.-
34	255	LF	237110	306-5.3	Abandon and Fill Existing 8-Inch Sewer Main Outside of Trench Limits	\$ 9.-	\$ 2,295.-
35	1,000	LF	237110	306-5.3	Abandon and Fill Existing 6-Inch Sewer Main Outside of Trench Limits	\$ 8.-	\$ 8,000.-
36	8,745	LF	237110	306-9.7	Video Inspecting Pipelines for Acceptance	\$ 1.-	\$ 8,745.-
37	1,200	LF	237110	306-9.7	Cleaning and Video Inspecting Pipelines	\$ 1.50	\$ 1,800.-
38	2	EA	238210	307-2	Pedestrian Barricade	\$ 1,400.-	\$ 2,800.-
39	200	LF	237310	314-4.4.6	12" Thermoplastic Traffic Stripes for Crosswalks	\$ 3.75	\$ 750.-
40	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$ 500.-
41	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation		\$ 3,000.-
42	1	LS	237110	704-4	Sewage Bypass and Pumping Plan (Diversion Plan)		\$ 5,000.-
43	5	DAYS	541690	707-1	Suspension of Work - Resources	\$ 10.-	\$ 50.-
44	800	LF	541690	707-2	Archeological and Native American Monitoring Program	\$ 14.-	\$ 11,200.-
45	1	AL	541690	707-4	Archeological and Native American Mitigation and Curation - Type I		\$8,750.00

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
SEWER GROUP 727 ESTIMATED SUBTOTAL:							\$ 1,923,714.30
SEWER GROUP 735							
46	1	AL		2-11.1.6	Remote Control Camera Inspection - Type II	 	\$10,350.00
47	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	 	\$ 1,400.-
48	1	LS	237310	7-10.2.6	Traffic Control	 	\$ 20,000.-
49	1	LS	237110	9-3.4.1	Mobilization	 	\$ 10,000.-
50	1	AL		9-3.5	Field Orders - Type II	 	\$80,000.00
51	15	CY	237310	300-1.4	Additional Pavement Removal & Disposal	\$ 45.-	\$ 675.-
52	20	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$ 350.-	\$ 7,000.-
53	7,140	SF	237310	302-1.12	Cold Mill AC Pavement (0 - 1 1/2")	\$ 0.64	\$ 4,569.60
54	225,282	SF	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II and Striping	\$ 0.30	\$ 67,584.60
55	2	TON	237310	302-3.2	Asphalt Pavement Repair	\$ 450.-	\$ 900.-
56	3,000	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	\$ 12.-	\$ 36,000.-
57	636	TON	237310	302-5.9	1-1/2 Inch Asphalt Concrete Overlay and Striping	\$ 98.-	\$ 62,328.-
58	3	TON	237310	302-5.9	Road Hump Replacement	\$ 300.-	\$ 900.-
59	10	CY	237310	302-6.8	Concrete Pavement	\$ 400.-	\$ 4,000.-
60	5,400	SF	237310	302-7.4	Pavement Fabric	\$ 4.30	\$ 23,220.-

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
61	150	LB	237310	302-14.5	Crack Seal	\$ 34.-	\$ 5,100.-
62	350	SF	237310	303-5.9	Cross Gutter	\$ 12.-	\$ 4,200.-
63	50	LF	237310	303-5.9	Additional Curb and Gutter	\$ 35.-	\$ 1,750.-
64	11	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$ 172.50	\$ 1,897.50
65	5	EA	237310	303-5.10.2	Curb Ramp Type A with Detectable Warning Tiles	\$ 2,400.-	\$ 12,000.-
66	27	EA	237310	303-5.10.2	Curb Ramp Type C2 with Detectable Warning Tiles	\$ 2,500.-	\$ 67,500.-
67	1	EA	237310	303-5.10.2	Curb Ramp Type C1 with Detectable Warning Tiles	\$ 2,850.-	\$ 2,850.-
68	15	EA	237310	303-5.10.2	Curb Ramp Type D with Detectable Warning Tiles	\$ 2,050.-	\$ 30,750.-
69	1	LS	237110	306-1.1.6	Trench Shoring	 	
70	77	CY	237110	306-1.2.1.1	Additional Bedding	\$ 1.-	\$ 77.-
71	387	TON	237310	306-1.5.1	Temporary Resurfacing	\$ 103.-	\$ 39,861.-
72	309	TON	237110	306-1.6	Imported Backfill	\$ 3.-	\$ 927.-
73	6,680	LF	237110	306-1.6	8-Inch Sewer Main	\$ 84.-	\$ 561,120.-
74	250	LF	237111	306-1.6	8-Inch DR 26 Sewer Main	\$ 90.-	\$ 22,500.-
75	5	EA	237110	306-1.8.6	Connection to Existing Manhole and Rechannel If Needed	\$ 2,000.-	\$ 10,000.-
76	33	EA	237110	306-1.8.6	Manholes (4 x 3)	\$ 3,450.-	\$ 113,850.-
77	5	EA	237110	306-1.9.1	6-Inch Sewer Lateral & Cleanout (Street)	\$ 2,400.-	\$ 12,000.-
78	184	EA	237110	306-1.9.1	4-Inch Sewer Lateral & Cleanout (Street)	\$ 2,300.-	\$ 423,200.-
79	1	EA	237110	306-1.9.2.5	4-Inch Sewer Lateral with Private Replumbing-3937 Orchard Av	\$ 10,000.-	\$ 10,000.-

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
80	1	EA	237110	306-1.9.2.5	4-Inch Sewer Lateral with Private Replumbing-3945 Orchard Av	\$ 10,000.-	\$ 10,000.-
81	1	EA	237110	306-1.9.2.5	4-Inch Sewer Lateral with Private Replumbing-1522 Chatsworth Blvd	\$ 13,000.-	\$ 13,000.-
82	1	EA	237110	306-1.9.2.5	4-Inch Sewer Lateral with Private Replumbing-1530 Chatsworth Blvd	\$ 13,000.-	\$ 13,000.-
83	4	EA	237110	306-5.3	Abandon Existing Manhole Outside of Trench Limits	\$ 1,500.-	\$ 6,000.-
84	600	LF	237110	306-5.3	Abandon and Fill Existing 6-Inch Sewer Main Outside of Trench Limits	\$ 8.-	\$ 4,800.-
85	6,680	LF	237110	306-9.7	Video Inspecting Pipelines for Acceptance	\$ 1.-	\$ 6,680.-
86	650	LF	237110	306-9.7	Cleaning and Video Inspecting Pipelines	\$ 1.50	\$ 975.-
87	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$ 500.-
88	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation		\$ 3,000.-
89	1	LS	237110	704-4	Sewage Bypass and Pumping Plan (Diversion Plan)		\$ 5,000.-
90	5	DAYS	541690	707-1	Suspension of Work - Resources	\$ 10.-	\$ 50.-
91	1,100	LF	541690	707-2	Archeological and Native American Monitoring Program	\$ 14.-	\$ 15,400.-
92	461	LF	541690	707-3	Paleontological Monitoring Program	\$ 11.-	\$ 5,071.-
93	1	AL	541690	707-4	Archeological and Native American Mitigation and Curation - Type I		\$5,800.00
94	50	CY	541690	707-5	Paleontological Mitigation and Excavation	\$ 110.-	\$ 5,500.-
SEWER GROUP 735 ESTIMATED SUBTOTAL:							\$ 1,753,285.70
SEWER GROUP 727 & SEWER GROUP 735 : ESTIMATED TOTAL BASE BID:							\$ 3,677,000.00

BIDDING DOCUMENTS

TOTAL BID PRICE FOR BID (Items 1 through 94 inclusive) amount written in words:

Three Million Six Hundred Seventy-Seven Thousand Dollars and No Cents

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid:

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

DOMINIC J. BURTECH - PRESIDENT & CEO

JULIE J. BURTECH - EXEC. VP & SECRETARY

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

Bidder: BURTECH PIPELINE INCORPORATED

Title: DOMINIC J. BURTECH, PRESIDENT & CEO

Business Address: 102 SECOND STREET, ENCINITAS, CA 92024

Place of Business: ENCINITAS, CA 92024

Place of Residence: ENCINITAS, CA 92024

Signature: 

BIDDING DOCUMENTS

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	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: <u>Hudson Safe T Lite</u> Address: <u>777 Gable Way</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92022</u> Phone: <u>619-441-3644</u>	Designer	Traffic Control Plans	\$ 4,650.00	SLBE	CITY	N/A
Name: <u>Video Faet</u> Address: <u>4150 Merritt Blvd.</u> City: <u>La Mesa</u> State: <u>CA</u> Zip: <u>91941</u> Phone: <u>619-442-0080</u>	Constructor	Preconstruction Video Doc.	\$ 2,700.00	ELBE	CITY	N/A
Name: <u>Terra West Inc</u> Address: <u>1061 Tierra Del Rey #204</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>619-591-1007</u>	Designer	WPCP Devt	\$ 800.00	SLBE	CITY	N/A

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

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

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WOSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	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: <u>Southwest Signal Service</u> Address: <u>399 Raleigh Ave.</u> State: <u>CA</u> City: <u>El Cajon</u> Phone: <u>619-442-3343</u> Zip: <u>92020</u>	Constructor	Traffic loops	\$ 2,700.00	SLBE	CITY	N/A
Name: <u>Brian F. Smith & Assoc.</u> Address: <u>14010 Roway Rd Ste. A</u> City: <u>Poway</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>858-679-8218</u>	Constructor	Archeo, Native & Paleco Monitoring	\$46,385.00	SLBE	CITY	N/A
Name: <u>Old Castle Precast</u> Address: <u>2735 Cactus Rd.</u> State: <u>CA</u> City: <u>San Diego</u> Phone: <u>619-240-8000</u> Zip: <u>92154</u>	Constructor	Sewer mH's	\$ 176,200.00	N/A	N/A	N/A

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

- MBE Certified Minority Business Enterprise
- DBE Certified Disadvantaged Business Enterprise
- OBE Other Business Enterprise
- SLBE Certified Small Local Business Enterprise
- WOSB Woman-Owned Small Business
- SDVOSB Service-Disabled Veteran Owned Small Business
- MBE Certified Woman Business Enterprise
- DBE Certified Disabled Veteran Business Enterprise
- OBE Certified Emerging Local Business Enterprise
- SLBE Small Disadvantaged Business
- WOSB HUBZone Business
- SDVOSB HUBZone Business

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

- CITY City of San Diego
- CPUC California Public Utilities Commission
- CADoGS State of California's Department of General Services
- CA State of California
- WBE CALTRANS
- DVBE SRMSDC
- ELBE LA
- SDB SBA
- HUBZone HUBZone

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

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WOSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Sealright Paving</u> Address: <u>P.O. Box 2153</u> City: <u>Spring Valley</u> State: <u>CA</u> Zip: <u>91979</u> Phone: <u>619.465.7411</u>	Constructor	Asphalt Paving	\$229,690.81	SLBE	CITY	N/A
Name: <u>LSI Road Marking</u> Address: <u>P.O. Box 2426</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619.443.7755</u>	Constructor	Striping & Pedestrian Barriade	\$24,602.00	SLBE	CITY	N/A
Name: <u>YBS Concrete Inc.</u> Address: <u>821 Kuhn Dr. Sk. 204</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91914</u> Phone: <u>619.271.6122</u>	Constructor	Curb Ramps & Trucking	\$235,160.00	ELBE	CITY	N/A

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

- Certified Minority Business Enterprise
- Certified Woman Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

- CITY
- CPUC
- CADoGS
- CA
- State of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

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

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	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: <u>G. Scott Asphalt Inc.</u> Address: <u>358 Townsend Dr.</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>619-420-1854</u>	Constructor	Slurry Sealing	\$ 168,906.00	SLBE	city	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CPUC
- CADoGS
- CA
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

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

BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: <u>J. Cloud Inc.</u> Address: <u>2094 Willow Glen Dr.</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92019</u> Phone: <u>619-593-9020</u>	<u>Aggregates</u>	<u>\$ 110,592.00</u>	<u>Yes</u>	<u>No</u>	<u>SUBE</u>	<u>City</u>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

- Certified Minority Business Enterprise
- Certified Disadvantaged Business Enterprise
- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business

- Certified Woman Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business

- MBE
- DBE
- OBE
- SLBE
- WoSB
- SDVOSB

- WBE
- DVBE
- ELBE
- SDB
- HUBZone

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

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California

- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration

- CALTRANS
- SRMSDC
- LA
- SBA

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

City of San Diego



Small Local Business Enterprise Certification

Robcar Corporation
DBA Hudson Safe-T-Lite Rentals


Small Local Business Enterprise (SLBE)

Specialty Construction (NAICS: 561990, 423990, 332999, 339950, 237310)

Certification Number: 11RC0312

Effective Date: 01/18/2013

Expiration Date: 01/18/2015


Henry Foster III
Administration Department
Interim Director

City of San Diego



Small Local Business Enterprise Certification

R.C. Hinman

DBA Video Fact Documentation Service

Emerging Local Business Enterprise (ELBE)

General Services (NAICS: 541922, 512110, 541921)

Certification Number: 11RC0404

Effective Date: 07/30/2013

Expiration Date: 07/30/2015

Henry Foster III
Equal Opportunity Contracting
Program Manager

City of San Diego



Small Local Business Enterprise Certification

Terra West, Inc.

Small Local Business Enterprise (SLBE)

General Services (NAICS: 237110, 237310, 237990, 541340, 541620)

Certification Number: 10TW0007

Effective Date: 08/16/2012

Expiration Date: 08/16/2014

Debra Fischle-Faulk
Administration Department
Director



THE CITY OF SAN DIEGO

July 13, 2012

Southwest Traffic Signal Inc.
Vernor Cress and Nancy Cress
397 Raleigh Avenue
El Cajon, CA 92020

Subject: Small Local Business Enterprise Certification

Dear Vernor and Nancy:

Congratulations! We have reviewed your **renewal application** and you have been approved for re-certification as a City of San Diego Small Local Business Enterprise (SLBE). Your certification number is 10ST0035 and your classification is Construction. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective July 1, 2012. This certification expires on July 1, 2014 at which time you will need to reapply in accordance with the SLBE guidelines.

Special Note:

To ensure the correct information is included in our database please go to <https://pro.prismcompliance.com> select City of San Diego under jurisdiction, select go, type in your company name, select go, select your company and review the information. If there is inaccurate/missing information please e-mail pjordan@sandiego.gov.

If you have any questions please call 619-236-6297.

Thank you,


Debra Fischle-Faulk
Department Director

Administration Department
Small Local Business Enterprise Program
202 C Street, 9th Floor, MS 9A
San Diego, CA 92101-4806
Telephone (619) 236-6297 Fax (619) 236-7344



City of San Diego



Small Local Business Enterprise Certification

Brian F. Smith and Associates, Inc.

Small Local Business Enterprise (SLBE)

General Services (NAICS: 712120, 238990, 239910, 541690)

Certification Number: 12BS0577

Effective Date: 08/30/2013

Expiration Date: 08/30/2015

A handwritten signature in black ink, appearing to read "Henry Foster III".

Henry Foster III
Equal Opportunity Contracting
Program Manager

City of San Diego



Small Local Business Enterprise Certification

Seal Right Paving Co

Small Local Business Enterprise (SLBE)

Specialty Construction (NAICS: 237310, 238990)

Certification Number: 11SR0260

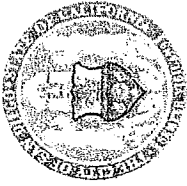
Effective Date: 07/12/2013

Expiration Date: 07/12/2015

A handwritten signature in black ink, appearing to read "Henry Foster III".

Henry Foster III
Equal Opportunity Contracting
Program Manager

City of San Diego



Small Local Business Enterprise Certification

Luzach Striping, Inc.

Emerging Local Business Enterprise (ELBE)
Specialty Construction (NAICS: 237310)
Certification Number: 11LS0275

Effective Date: 11/19/2012

Expiration Date: 11/19/2014

A handwritten signature in cursive script, reading "Debra Fischle-Faulk".

Debra Fischle-Faulk
Administration Department
Director

City of San Diego



Small Local Business Enterprise Certification

YBS Concrete, Inc.

*Emerging Local Business Enterprise (ELBE)
Specialty Construction (NAICS: 237310)*

Certification Number: 11YB0319

Effective Date: 01/07/2013

Expiration Date: 01/07/2015

Debra Fischle-Faulk
Administration Department
Director



THE CITY OF SAN DIEGO

July 13, 2012

J. Cloud, Inc.
Jon Cloud
2094 Willow Glen Drive
El Cajon, CA 92019

Subject: Small Local Business Enterprise Certification

Dear Jon:

Congratulations! We have reviewed your **renewal application** and you have been approved for re-certification as a City of San Diego Small Local Business Enterprise (SLBE). Your certification number is 10JC0096 and your classification is Construction. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective July 1, 2012. This certification expires on July 1, 2014 at which time you will need to reapply in accordance with the SLBE guidelines.

Special Note:

To ensure the correct information is included in our database please go to <https://pro.prismcompliance.com> select City of San Diego under jurisdiction, select go, type in your company name, select go, select your company and review the information. If there is inaccurate/missing information please e-mail pjordan@sandiego.gov.

If you have any questions please call 619-236-6297.

Thank you,


Debra Fischle-Faulk
Department Director



Administration Department
Small Local Business Enterprise Program
202 C Street, 9th Floor, MS 9A
San Diego, CA 92101-4806
Telephone (619) 236-6297 Fax (619) 236-7344

City of San Diego



Small Local Business Enterprise Certification

G. Scott Asphalt, Inc.

Small Local Business Enterprise (SLBE)

Specialty Construction (NAICS: 237310, 238990)

Certification Number: HGS0361

Effective Date: 11/14/2013

Expiration Date: 11/14/2015

A handwritten signature in black ink, appearing to read "Henry Foster III".

Henry Foster III
Equal Opportunity Contracting
Program Manager