

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Clementina Giordano, [cgiordano@sanidiego.gov](mailto:cgiordano@sanidiego.gov), Phone No. 619 235-5227, Fax No. 619-236-5904  
A SOHIKISH / NB / LS

## CONTRACT DOCUMENTS

## FOR

### ROSE CANYON AND BARNETT SEWER JUNCTION/DIVERSION STRUCTURES REHAB

VOLUME 1 OF 2



BID NO.:	<u>L-13-5603-DBB-2</u>
SAP NO. (WBS/IO/CC):	<u>21002257</u>
CLIENT DEPARTMENT:	<u>2011</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>JC</u>

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE FIRMS ONLY.

**BID DUE DATE:**

**1:30 PM  
NOVEMBER 6<sup>th</sup>, 2012  
CITY OF SAN DIEGO  
PUBLIC WORKS DEPARTMENT  
1200 THIRD AVENUE, SUITE 200, MS 56P  
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 Professional Engineer:

P. Wong  
For City Engineer

9/24/12 Seal:  
Date



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## REQUIRED DOCUMENTS SCHEDULE

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

The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at: <http://www.sandiego.gov/eoc/forms/index.shtml>

ITEM	WHEN	BY	WHAT
1.	BID DUE DATE/TIME	ALL BIDDERS	Proposal (Bid)
2.	BID DUE DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID DUE 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 DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID DUE DATE/TIME	ALL BIDDERS Equal	Benefits Ordinance Certification of Compliance
6.	BID DUE DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID DUE DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 5 WORKING DAYS OF BID OPENING	3 APPARENT LOWEST BIDDERS	Contractor's Experience and Past Project Documentation per Section 500-1.1.2.1
9.	WITHIN 5 WORKING DAYS OF BID OPENING	3 APPARENT LOWEST BIDDERS	Manufacturer Certification per Section 500-1.1.2.1
10.	WITHIN 10 WORKING DAYS OF BID OPENING	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.
11.	WITHIN 10 WORKING DAYS OF BID OPENING	APPARENT LOW BIDDER	Form BB05 - Work Force Report
12.	WITHIN 10 WORKING DAYS OF BID OPENING	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> <li>o Joint Venture Agreement</li> <li>o Joint Venture License</li> </ul>
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement



## REQUIRED DOCUMENTS SCHEDULE

ITEM	WHEN	BY	WHAT
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	ALL BIDDERS	Contractor/Vendor Registration Form
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance
20.	BY 5th OF EACH MONTH	CONTRACTOR	CC20 - Monthly Employment Report
21.	BY 5th OF EACH MONTH	CONTRACTOR	CC25 - Monthly Invoicing Report
22.	PRIOR TO ACCEPTANCE	CONTRACTOR	CC10 - Contract Change Order (CCO)
23.	PRIOR TO ACCEPTANCE	CONTRACTOR	CC15 - Final Summary Report
24.	PRIOR TO ACCEPTANCE	CONTRACTOR	Affidavit of Disposal

**SPECIAL NOTICE  
SMALL LOCAL BUSINESS ENTERPRISES (SLBE)  
AND  
EMERGING LOCAL BUSINESS ENTERPRISES (ELBE)  
PROGRAM**

1. **INTRODUCTION.** This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOCP Requirements included in The WHITEBOOK.
  - 1.1. The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.
  
2. **AMENDMENTS TO THE CITY'S GENERAL EOCP REQUIREMENTS.**
  - III. **Equal Employment Opportunity Outreach Program (A).** **DELETE** in its entirety and **SUBSTITUTE** with the following:
    - A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, 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. **SUBCONTRACTING PARTICIPATION PERCENTAGES.** The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
  - 3.1. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

**Total voluntary subcontractor participation percentage for this project is 15.3%.**
  - 3.2. For the purpose of achieving the voluntary subcontractor participation level (percentage), Additive, Deductive, and Type II Allowance Bid Items will not be included in the calculation.
  
4. **PRE-BID CONFERENCE.** A Pre-Bid Conference is scheduled for this contract as specified in the Invitation to Bids. The purpose of this meeting is to inform prospective Bidders of the submittal requirements and provisions relative to the Small Local Business Enterprise Program. Bidders are strongly encouraged to attend the Pre-Bid Conference to better understand the requirements of this contract.
  
5. **RESOURCES.** The current list of certified SLBE-ELBE firms can be found on the Equal Opportunity Contracting Program Department website.

# CITY OF SAN DIEGO, CALIFORNIA

## INVITATION TO BIDS

- 1. RECEIPT AND OPENING OF BIDS:** Bid(s) will be received at Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on the following project:

### **ROSE CANYON AND BARNETT SEWER JUNCTION/DIVERSION STRUCTURES REHAB**

- 2. DESCRIPTION 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 below:

Clean up and remove old spray liner and install approximately 700 SF of PVC liner to protect Junction Structure 169 in the upper Rose Canyon. Repair/rehab approximately 80 SF of the PVC liner at 84-inch influent line to North City Water Reclamation Plant. The work at Barnett Diversion Structure 1 includes the removal of approximately 220 SF of deteriorated liner and concrete around the 96-inch sewer and the adjacent stop log guiderails, restore the concrete, install/replace with the new liner, and install approximately 200 SF of new grating and a new eyehook. Refer to Appendix A for liner installation locations.

The Work shall be performed in accordance with:

- Bid No. **L-13-5603-DBB-2**, inclusive.

- 3. ENGINEER'S ESTIMATE:** The Engineer's estimate of the most probable price for this contract is **\$480,000.00**.
- 4. LOCATION OF WORK:** The location of Work is:

**Rose Canyon Junction Structure 169: Corner of Judicial & Executive Drive in La Jolla  
Barnett Diversion Structure 1: 3000 Block of Barnett Avenue**

- 5. CONTRACT TIME:** The Contract Time for completion of the Work shall be **60 Working Days**.
- 6. 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.

The City has determined the following licensing classification for this contract:

- **CLASS A**

7. **PRE-BID CONFERENCE:** There will be a Pre-Bid Conference to discuss the scope of the Project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the **Public Works Contracting Group, Conference Room at 1200 Third Avenue, Suite 200, San Diego, CA 92101 at 10:00 A.M., on OCTOBER 23<sup>rd</sup>, 2012.**

All potential bidders are **encouraged** to attend.

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)236-6000 at least 5 Working Days prior to the Pre-Bid Conference to ensure availability.

8. **CITY CONTACT INFORMATION:**

See the cover of the Contract Documents.

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

1. STANDARD SPECIFICATIONS

<b>Document No.</b>	<b>Filed</b>	<b>Description</b>
PITS0504091	05-04-09	Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition
PITS090110-1	09-01-10	City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update *
AEC1231064	12-31-06	California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006)
769023	09-11-84	Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause

NOTE: The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

2. STAND ARD DRAWINGS

Document No.	Filed	Description
AEC1230163	12-31-06	City of San Diego Standard Drawings*
N/A	Varies	City Standard Drawings - Updates Approved For Use (when specified)*
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans

NOTE: Available online under Engineering Documents and References at: <http://www.sandiego.gov/engineering-cip>.

**10. WAGE RATES:** Prevailing wages are not applicable to this project unless specified otherwise on the cover page of these specifications and when included in these specifications. See Funding Agency Provisions that follow this Invitation to Bid for more information.

**11. PRE-BID SITE VISIT:** The prospective Bidders are encouraged to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Bidders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Purchasing & Contracting Department at (619) 236-6000 at least 5 Working Days prior to the meeting to ensure availability. A Pre-Bid Site Visit is offered when the details are provided as follows:

**Time: 10:00 A.M.**

**Date: OCT OBER 8<sup>th</sup>, 2012**

**Location: At the corner of Executive Drive and Judicial, just North of La Jolla Village Drive, San Diego, CA 92121**

**12. INSURANCE REQUIREMENTS:** Upon receipt of the City's Notice of Intent to Award letter, the Contractor will be asked to submit all certificates of insurance and endorsements to the City.

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.

You must ensure all required insurance certificates and endorsements are submitted accurately and on time. Failure to provide the requisite insurance documents by the date stated in the City's Notice of Intent to Award will result in delay of contract award and may result in annulment of the contract award or other more severe sanctions as provided in the City's Municipal Code §22.0807(e),(3)-(5).

Tony Heinrichs  
 Director  
 Public Works Department

## INSTRUCTIONS TO BIDDERS

- 1. PREQUALIFICATION OF CONTRACTORS:** The contractor(s) who intend to submit Bid or Proposal in response to this invitation to bid, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for the total amount proposed, inclusive of all alternate bid items or the specified Task Order limits prior to the date of Bid 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 or a Task Order authorization. Complete information and prequalification questionnaires are available at:

<http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml>

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 Department-Engineering & Capital Projects Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).

- 2. CONTRACTOR REGISTRATION:** Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- 3. 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.
- 4. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitation to 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 Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
- 5. 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 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
- 6. SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
- 7. AWARD PROCESS:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

8. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
9. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Department at the address listed below.
10. **QUESTIONS:** 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 procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

Questions received less than 14 days prior to the date for opening of Bids may not be answered.

Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.

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.

11. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 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.
12. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including 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, before the Contract can be executed.
13. **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.

The entire specifications for the bid package do not need to be submitted with the bid. Bidder shall complete and submit, only, all pages in the "Bidding Document Schedule" Section (see Volume 2) as their Bid per the schedule given under "Required Documents" (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 City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

Bids and certain other specified forms and 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.

Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

#### **14. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):**

With the exception of the contracts valued \$5,000 or less, GRC and Design-Build contracts, and all 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.

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.

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

#### **15. AWARD OF CONTRACT OR REJECTION OF BIDS:**

This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Incomplete price schedules will be rejected as being **non-responsive**.

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. 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.

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 P&C Department 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."



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.

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 Invitation to Bids.

The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

- 16. BID RESULTS:** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsive, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

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. Due to time constraints, Bid results cannot be given out over the telephone.

- 17. THE CONTRACT:** 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 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working 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.

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.

For contracts that are not Design-Build, 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 10 Working 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.

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.

**18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal 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.

**19. DRUG-FREE WORKPLACE:**

a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace.
  - ii. The person's or organization's policy of maintaining a drug-free workplace.
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
  - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contract shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Director, Purchasing & Contracting Department.

**20. AMERICANS WITH DISABILITIES ACT:**

- a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

- b) Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of the Contract or directly engaged in the performance of Work.

c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.

- i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, lay offs, and termination of employment.
- ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
- iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.

**21. CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE:** This contract is subject to City of San Diego Municipal Code § 22.3224 as amended 11/24/08 by ordinance O-198 08. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of this contract, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may accept the Pledge of Compliance at:

[http://www.sandiego.gov/purchasing/pdf/contractor\\_standards\\_questionnaire.pdf](http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf).

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

“**Compliance with San Diego Municipal Code §22.3224:** Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

**22. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL:** The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

<http://www.sandiego.gov/eoc/laborcompliance/#manual>.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.

- 23. PAYROLL RECORDS:** The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

- 24. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of §§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.

- 25. EQUAL BENEFITS:** This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

“During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or can be requested from the Equal Benefits Program at (619) 533-3948.

- 26. LIMITED COMPETITION:** When designated as restricted competition on the cover page, this contract may only be bid by the Contractors on the approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.

**27. PRE-AWARD ACTIVITIES: Pre-award Submittals** - The Apparent Low Bidder (or winner in case of Design-Build contracts) 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**.

If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

# CONTRACT FORMS AGREEMENT

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## CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and PAL General Engineering, Inc., herein called "Contractor" for construction of ROSE CANYON AND BARNETT SEWER JUNCTION/DIVERSION STRUCTURES REHAB; Bid No. L-13-5603-DBB-2, in the amount of Three Hundred Fifty-Seven Thousand Three Hundred Ninety-Six Dollars and 00/100 (\$357,396.00), which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) That certain documents entitled ROSE CANYON AND BARNETT SEWER JUNCTION/DIVERSION STRUCTURES REHAB, on file in the office of the Public Works Department as Document No. 21002257, as well as all matters referenced therein.
2. 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 Project Title, ROSE CANYON AND BARNETT SEWER JUNCTION/DIVERSION STRUCTURES REHAB, Bid Number L-13-5603-DBB-2, 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 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)  
AGREEMENT**


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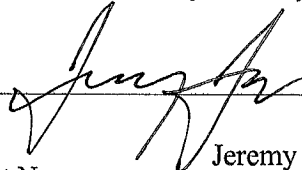
IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM AND LEGALITY**

Jan I. Goldsmith, City Attorney

By 

By 

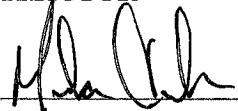
Print Name: STEPHEN SAMARA  
Mayor or Designee

Print Name: Jeremy Jung  
Deputy City Attorney

Date: 2-20-2013

Date: 2-20-13

**CONTRACTOR**

By 

Print Name: Marla Jahshan

Title: President

Date: 11/16/2012

City of San Diego License No.: 916931

State Contractor's License No.: B2008032175



Executed in Triplicate

Bond number: 1015495

Premium: \$4,074

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

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

PAL General Engineering, Inc., a corporation, as principal, and  
The Hanover 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 Hundred Fifty Seven Thousand Three Hundred Ninety Six and 00/100 Dollars for the faithful performance of the  
annexed contract, and in the sum of \$357,396.00 for the  
benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **ROSE CANYON AND BARNETT SEWER JUNCTION/DIVERSION STRUCTURES REHAB**, Bid Number **L-13-5603-DBB-2**, 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 (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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

Dated November 16, 2012

Approved as to Form and Legality

PAL General Engineering, Inc.

Principal

By 

Marla Jahshan, President

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney

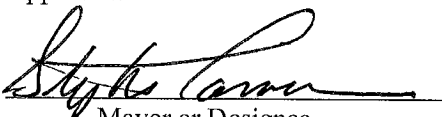
The Hanover Insurance Company

Surety

By 

Attorney-in-fact  
Matthew C. Gaynor

Approved:

  
Mayor or Designee

2 MacArthur Place, 2nd Floor

Local Address of Surety

Santa Ana, CA 92707

Local Address (City, State) of Surety

(714) 415-3808

Local Telephone No. of Surety

Premium \$ 4,074

Bond No. 1015495

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Matthew C. Gaynor, Kim D. Vasquez and/or Daniel Frazee**

of **Santee, CA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

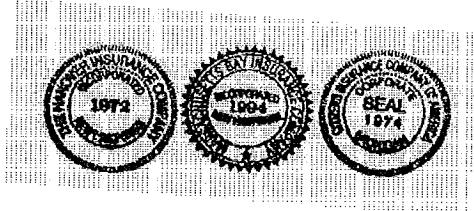
any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surely any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **21st** day of **April 2011**.



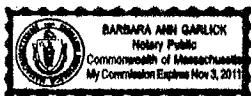
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
Robert Thomas, Vice President

*Matthew C. Gaynor*  
Matthew C. Gaynor, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this **21st** day of **April 2011**, before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Garlick*  
Barbara A. Garlick, Notary Public  
My Commission Expires November 3, 2011

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **16th** day of **November, 2012**.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Glenn Margosian*  
Glenn Margosian, Vice President

**ACKNOWLEDGMENT**

State of California  
County of San Diego

On November 16, 2012 before me, Kathy Scheuerman, Notary Public  
(insert name and title of the officer)

personally appeared Matthew C. Gaynor  
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 Kathy Scheuerman (Seal)

ACKNOWLEDGMENT

State of California  
County of San Diego)

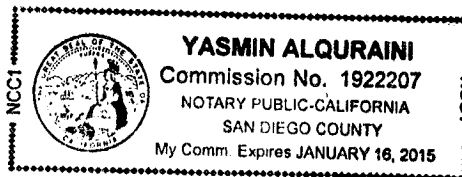
On November 16, 2012 before me, Yasmin Alquraini, Notary Public  
(insert name and title of the officer)

personally appeared Maria Saboun  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  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 Yasmin Alquraini (Seal)



## CONTRACTOR CERTIFICATION

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### DRUG-FREE WORKPLACE

**PROJECT TITLE: ROSE CANYON AND BARNETT SEWER JUNCTION/DIVERSION STRUCTURES REHAB**

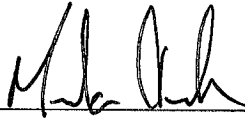
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in INSTRUCTION TO BIDDERS, "Drug-Free Workplace", of the project specifications, and that;

PAL General Engineering, Inc.

(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 Marla Jahshan

Title President

## CONTRACTOR CERTIFICATION

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### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: ROSE CANYON AND BARNETT SEWER JUNCTION/DIVERSION STRUCTURES REHAB

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 INSTRUCTION TO BIDDERS, "American With Disabilities Act", of the project specifications, and that;

PAL General Engineering, Inc.

(Name under which business is conducted)

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

Signed 

Printed Name Marla Jahshan

Title President

## CONTRACTOR CERTIFICATION

---


### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

**PROJECT TITLE: ROSE CANYON AND BARNETT SEWER JUNCTION/DIVERSION STRUCTURES REHAB**

I declare under penalty of perjury that I am authorized to make this certification on behalf of PAL General Engineering, 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 INSTRUCTION TO BIDDERS ("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 26 Day of 11, 2012.

Signed 

Printed Name Marla Jahshan

Title President



**AFFIDAVIT OF DISPOSAL**

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

**ROSE CANYON AND BARNETT SEWER JUNCTION/DIVERSION STRUCTURES REHAB**  
(Name of Project)

as particularly described in said contract and identified as Bid No. **L-13-5603-DBB-2**; SAP No. (IO) **21002257** and **WHEREAS**, the specifications 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 \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
by \_\_\_\_\_ Contractor

**ATTEST:**

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

Notary Public in and for said County and State

## **SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:**

### **STYLE OF SPECIFICATIONS**

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for "Plain Language" to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's." Similarly, interpret "we" and "us" as "the City" and "our" as "the City's."

### **PART 1 – GENERAL PROVISIONS**

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

##### **1-2 TERMS AND DEFINITIONS.**

**Agency** – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

**Certificate of Compliance** – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**Certificate of Compliance** – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

**Contract Documents** – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bid, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permit its

from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City's EOC Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bid or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk's Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.

**ADD: Limited Notice To Proceed** – A written notice given from the City to the Contractor that authorizes the Contractor to start a limited amount of work that is not Construction Work, such as finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, and any other preliminary work done prior to performing Construction Work.

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

The Normal Working Hours shall be 10:00 PM to 6:00 AM, however, the system shutdown is projected from 2:00 AM to 5:00 AM (plus and minus), Monday through Friday, to allow low flow condition to perform the actual work.

**Notice of Completion (NOC)** – ADD the following:

See California Civil Code section 3093.

**Samples** - Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

## SECTION 2 - SCOPE AND CONTROL OF WORK

**2-1.2.2 Joint Venture Contractors.** To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receipt by the Bidder of Contract forms.

**2-3.1.2 Subcontractor List.** ADD the following:

For Extra Work, the Contractor shall submit Form CC10, "CONTRACT CHANGE ORDER (CCO)" with each CCO proposal. Form CC10 is available for download from the EOC site at: <http://www.sandiego.gov/eoc/pdf/cc10.pdf>

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

The Contractor shall perform, with its own organization, Contract work amounting to at least 20 percent 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 determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

**2-3.3 Status of Subcontractors.** ADD the following:

With every request for payment, the Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under Change Order by the Contractor and the Subcontractors. The reporting format shall be approved by the Engineer.

**2-3.4 Subcontract Requirements.** To the City Supplement, ADD the following paragraph:

The Contractor shall ensure that all of its Subcontractors are licensed at the time of the execution of their subcontract agreements. In the event a Subcontractor is not properly licensed, the Contractor shall cease payment to Subcontractor for all work performed when the Subcontractor was improperly licensed. Any payment made by the Contractor to a Subcontractor for work performed when the Subcontractor was unlicensed shall be returned to the City.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is the Contractor's responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

**2-5.2 Precedence of Contract Documents.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**2-5.2 Precedence of Contract Documents..** If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits (i.e., issued by jurisdictional regulatory agencies)
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Contract and Agreement
- 4) Addenda
- 5) Bid (e.g., price Proposal for Design-Build contracts)
- 6) Request for Proposal (RFP)
- 7) Invitation to Bid
- 8) Instruction to Bidders
- 9) Request for Qualifications (RFQ)
- 10) Special Provisions (i.e., City's EOCP Requirements, City Supplement, and Supplementary Special Provisions (SSP))
- 11) Plans
- 12) Construction Documents (for Design-Build contracts)
- 13) Standard Drawings
- 14) Reference Specifications (e.g., GREENBOOK)
- 15) Technical Proposal (for Design-Build contracts)
- 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**.

Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

**2-5.3.1 General.** DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

**2-5.4.1 General.** ADD the following:

Source Identification e.g., RFI numbers and Change Order numbers as required to identify the source of the change to the Contract Documents shall be noted.

**2-5.4.2 Asset Specific Red-lines (d).** ADD the following:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Plans.

**2-6 WORK TO BE DONE.** ADD the following:

In accordance with the provisions of California Law, the Contractor shall possess or require the Subcontractor(s) to possess valid appropriate license(s) for the Work being performed.

**2-9.1 Permanent Survey Markers.** DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall notify the Engineer or the owner on a Private Contract, at least 7 days before starting the Work to allow for the preservation of survey monuments, and benchmarks. The Engineer or the owner on a Private Contract through its Registered Land Surveyor or a Registered Civil Engineer, will, at its cost, file a Corner Record or a Record of Survey referencing survey monuments subject to disturbance in the Office of the County Surveyor in accordance with Business and Professions Code 8771.

The Contractor shall not disturb or permanently cover survey monuments or benchmarks without the consent of the Engineer or the owner on a Private Contract. The Contractor shall bear the expense of uncovering and replacing any that may be disturbed or covered without permission. When a change is made in the finished elevation of the pavement of any roadway in which a street survey monument is located, the Contractor shall adjust the monument riser ring to the new grade within 7 days of finished paving unless otherwise specified in the Special Provisions. If a referenced monument is unable to be reset in its original location due to improvements, the Contractor shall establish the reset monument in a location approved by the Engineer.

Replacing and establishing survey references e.g., survey monuments and benchmarks shall be done only under the direction of the Engineer by a Registered Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

**2-9.2 Survey Services.** DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall be responsible for all surveying services or as may be specified in these special provisions.

The payment for survey services shall be included in the various Bid items unless a Bid item for Survey Service has been provided.

**2-10 AUTHORITY OF BOARD AND ENGINEER.** ADD the following:

Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the Engineer under this Agreement.

**2-11 INSPECTION.** ADD the following:

The City may utilize field inspectors to assist the Engineer during construction in observing performance of the Contractor. The inspector is for the purpose of assisting the Engineer and shall not be confused with an inspector with a City regulatory agency or with a Special Inspector.

Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Contract Documents.

The Contractor's quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor included in the Bid price.

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

Other adjacent project(s) is (are) scheduled for construction for the same time period in the vicinity of the Rose Canyon Junction Structure 169. The Work shall be coordinated with the adjacent project(s) as listed below:

- a) La Jolla Commons Project.

**ADD: 2-17 CONTRACTOR REGISTRATION.** The Contractor, Subcontractors, and Suppliers shall register with the City's EOCP via Prism® i.e., the City's web-based contract compliance portal at: <https://pro.prismcompliance.com/contractor/plugins/pages/contractormenu.aspx>.

The Contractor shall ensure that proposed Subcontractors and Suppliers have completed the registration prior to Notice of Intent to Award. If the Contractor fails to have its Subcontractors and Suppliers registered after the NTP has been issued, the City will withhold a minimum of 10% in addition to the Retention from all invoices submitted until the Contractor and all listed Subcontractors and Suppliers are properly registered in PRISM.

### SECTION 3 – CHANGES IN WORK

**3-3.2.2 Basis for Establishing Costs (a) Labor**, City Supplement, first and second paragraphs, DELETE in entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., "PUBLIC WORKS PAYROLL REPORTING FORM" which is available at <http://www.sandiego.gov/eoc/pdf/payrollreport.pdf> to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

The payment for payroll records shall be included in the various Bid item unless a separate Bid item has been provided.

### SECTION 4 - CONTROL OF MATERIALS

**4-1.3.4 Inspection Paid For By the Contractor.** To the City Supplement, ADD the following:

The Contractor shall employ and pay for the services of qualified inspection entity to perform specialty inspection services as specified here:

Arrowlock/PVC Liner Specialty Inspector to inspect for proper installation

**4-1.3.5 Special Inspections.** To the City Supplement, ADD the following:

Special Inspection and testing by the Special Inspectors shall meet the minimum requirements of the prevailing Codes and by the City's Development Services Department (DSD) and reference in <http://www.sandiego.gov/development-services/industry/special.shtml>

**4-1.5 Certificates of Compliance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**4-1.5 Certificates of Compliance.** DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

**4-1.6 Trade Names or Equals.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its 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.
- b) The request for substitution shall include the following information:
  - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
  - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
  - iii. All variations of the proposed substitute from the items originally specified will be identified.
  - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
  - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City’s review of the substitution requests.



- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor's expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.
- f) The lack of action(s) on the Engineer's side within the Contractor's requested time shall not constitute acceptance of the substitution.
- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.
- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
- l) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

## **SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK**

### **6-1.2 Commencement of Work.**

To the GREENBOOK and the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Unless specified otherwise, construction shall start within 5 Working Days after NTP and be diligently prosecuted to completion within the Contract Time. The Contractor shall not start any construction activity at the Site until the Pre-construction Meeting is held and the NTP has been issued by the Engineer.

Upon the Contractor's written request, the City may delay the NTP as follows:

- a) Up to 5 Working Days from the Pre-construction Meeting, or
- b) Up to 40 Working Days from the Limited NTP for the preparation, submittal, obtaining approval for and filing of the PRDs in accordance with 801, "STORM WATER POLLUTION CONTROL," or
- c) Up to 60 Working Days from the Limited NTP for the preparation, submittal, and approval of the TCP on "D-sheets" when specified in 7-10.2, "Traffic Control."

The Contractor shall notify SDG&E at least 10 Working Days prior to excavating within 10' of SDG&E Underground High Voltage Transmission Power Lines (i.e., 69 KV and higher).

For areas that do not require engineered TCP on D-sheets, the Contractor may at any time after the Pre-construction Meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If the Contractor decides to commence the construction work before the completion of the D-sheet TCPs, the Contractor shall forfeit the 60 Working Days specified here. The D-sheet TCP shall be done concurrently and no additional time will be granted.

For paving Work, the Contractor shall coordinate the Work to facilitate the installation and protection of the new curb ramps and associated concrete work prior to commencing the asphalt overlay operations. The Work at a specific location shall not commence until all layouts and measurements are agreed upon by both the Contractor and the Engineer.

**ADD: 6-1.8 Pre-construction Meeting.** Within 20 Working Days from the Limited NTP the Engineer will schedule a mandatory pre-construction meeting (Pre-construction Meeting) with the Contractor. The agenda will include items such as NTP, critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

**6-7 TIME OF COMPLETION.** ADD the following:

For the following streets, the total time allowed for the completion of Work shall not exceed 20 Working Days:

1. Barnett Avenue

**ADD: 6-8.1 Completion.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.1 Completion.** The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.

**6-8.2 Acceptance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.2 Acceptance.** Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.

**6-8.3 Warranty.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.3 Warranty.** Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.

- b) The warranty period for the following items of the Work shall be 3 years:
  - 1. Work under Section 500
  - 2. DWT Construction
  - 3. LED signal modules
- c) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- d) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- e) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- f) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- g) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- h) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- i) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

**6-9 LIQUIDATED DAMAGES.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

MODIFY to increase the daily value from \$250 to \$1,000 for contracts with a value of over \$100,000.

Failure to complete the liner installation and lateral reinstatement as specified in Part 5, "SYSTEM REHABILITATION," within the Contract Time will result in damages being sustained 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 this contract.

**ADD: 7-3.1 Policies and Procedures.**

- a) You must procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or subcontractors.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) 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 this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.
- d) 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.
- e) 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 this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

**ADD: 7-3.2 Types of Insurance.**

**7-3.2.1 Commercial General Liability Insurance.**

- a) 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.
- b) 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).
- c) 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.
- d) All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

### **7-3.2.2 Commercial Automobile Liability Insurance.**

- a) 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”).
- b) All costs of defense must be outside the limits of the policy.

### **7-3.2.3 Commercial Pollution Liability Insurance.**

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.

### **7-3.2.3 Commercial Pollution Liability Insurance.**

- g) 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.

- h) 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.
- i) 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.
- j) 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.
- k) 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.
- l) 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.

**ADD: 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 Eligible Surplus Lines Insurers (LESLI 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.

**ADD: 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.

**ADD: 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.
1. 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.
  2. 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 the Contractor's 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.

**7-3.5.4.2 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.

**7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters 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.

**ADD: 7-3.6 Deductibles and Self-Insured Retentions.** You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

**ADD: 7-3.7 Reservation of Rights.** We reserve 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. We 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.

**ADD: 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.

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

**ADD: 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**

- a) For contracts with required engineering services (e.g., Design-Build), preparation of engineered Traffic Control Plans (TCP), etc. by you) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require your



Subcontractor keep in full force and effect, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate.

- b) You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
- c) If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

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

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

- a) In accordance with the provisions of §3700 of the California Labor Code, you must provide at its 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.
- b) Limits for this insurance must be not less than the following:

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

- c) By signing and returning this 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 will 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.

**7-5 PERMITS, FEES, AND NOTICES.** To the City Supplement, DELETE item e) in its entirety.

**7-8.6 Water Pollution Control.** ADD the following:

- a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.
- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.

- c) The Contractor’s attention is directed to Section 801, “WATER POLLUTION CONTROL” of these specifications for more information.

Based on a preliminary assessment by the City, this contract is subject to WPCP.

**7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.** ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, “CHANGES IN WORK.”

**7-10.1 Traffic and Access.** To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two (2) Working Days prior to construction activities affecting the agencies:

Fire Department Dispatch	(Street or alley closure)	(858) 573-1300
Police Department Traffic	(Street or alley closure)	(858) 495-7800
Street Division/Electrical	(Traffic signals)	(619) 527-7500
U.S. Navy	(32nd Street Naval Station)	(619) 556-1319
Underground Service Alert	(Any excavation)	(800) 422-4133
MTS	(Street Closure and Bus Stops)	(619) 238-0100 Ext 6451

**7-10.2.2 ENGINEERED Traffic Control Plans Provided by the Contractor.** To the City Supplement, ADD the following:

Engineered “D” size TCP shall be required for the following areas:

- a) Barnett Avenue Diversion Structure

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

**ADD: 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from the Contractor’s action or failure to take the necessary measures to prevent such damages and injuries.

The Contractor shall be responsible for payment of any fines resulting from citations issued to the City by either the federal, state, or local environmental and safety enforcement agencies due to the Contractor’s failure to abide by applicable safety, health, and environmental standards.

## SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

## SECTION 9 – MEASUREMENT AND PAYMENT

**9-4 ALLOWANCE.** To the City Supplement, ADD the following:

The following rates have been established for Allowance Bid Item 16 “City’s compensation amount for delays”. For a Shift Cancellation, the City will compensate the Contractor in the amount of \$2,000.00 per occurrence as a cancellation charge. Any cancellation within 48 hours of a scheduled shift will result in a cancellation charge. A shift cancellation notice by the City prior to 48 hours of a scheduled shift will result in “NO cancellation charge” and hence no compensation. For Shift Reduction, the City will compensate the Contractor in the amount of \$600.00 per hour on any reduced shift for an amount not to exceed \$2000 per shift. Each complete working shift is set for a total of three (3) hours (plus and minus), and the Contractor shall prepare the bid proposal based on a three hour shift (actual lining installation) for any work day.

## PART 3 – CONSTRUCTION METHODS

### SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

**306-1.4.8 Televising Sewer Mains and Storm Drains.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**ADD: 306-1.4.8 Televising Sewer Mains, Sewer Laterals, and Storm Drains.**

**306-1.4.8.1 General.** The Contractor in coordination with the Engineer shall televise new liner when performing liner installation after the cleaning process and prior to commencing rehab work. The Contractor shall provide the video records with compressed audio in digital file format on digital video discs (DVD’s).

**306-1.4.8.2 Submittals.** The Contractor shall make several submittals during construction as follows:

- a) The Contractor shall provide an initial submittal at the start of televising work demonstrating the typical video and audio quality to be provided for acceptance by the Engineer. This submittal shall note any proposed changes to the specification listed below regarding video format, data processing, compression or other conditions for review and approval by the Engineer.
- b) Post Cleaning Videos prior to rehabilitation - The Contractor shall televise the sewer structures after the cleaning process has been completed and prior to commencing rehabilitation work. The Engineer will review each video submittal within 10 Working Days of receiving submittal.
- c) Final Televising, Post-Rehabilitation Videos and Red-lines – New liner shall be inspected by CCTV and recorded on DVD not less than 22 working days after completion of work. The Contractor shall review the DVD for any discrepancies or deficiencies in the

installation of the liner. The Contractor shall notify the Engineer at least 30 Working Days in advance of the anticipated date that Acceptance will be requested. If the specified advance notice is not given, Acceptance and bond release may be delayed.

- d) Ten Working Days shall be allowed for the Engineer to review each individual video disc of each and every reach documented on that particular videodisc. In the event that any deficiencies are discovered by the Engineer or City, either by the Contractor's televising or the City's re-televising, 5 Working Days shall be allowed for City to judge whether the deficiencies or sags are repairable, in place. If the judgment is made that the deficiencies are non-repairable in place, the affected portion(s) shall be reconstructed at no cost to the City. The Contractor shall not be entitled to Contract Time extension due to delays resulting from correcting deficiencies or sags as determined by televised inspections.

**306-1.4.8.3 Video Operator Qualifications.** The video operator shall have at least 1 year of experience with a project of a similar nature within the last 3 years.

**306-1.4.8.4 Equipment for Televising.** Camera and lighting quality shall be suitable to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer structure for all conditions encountered during the work.

**306-1.4.8.5 Televising Procedures.**

- a) The Engineer shall be notified a minimum of 2 Working Days in advance of televising. The entire televising inspection process shall be done in the presence of the Engineer.
- b) The Contractor shall clean the sewer structure prior to televising as necessary to adequately perform the video recording operations.
- c) Defects such as offset joints, cracks, and inflow shall be pointed out, quantified verbally, and projected on CCTV video disc. The Contractor shall use the standard owner's video disc introduction, abbreviations, logsheet forms, and severity code with legend when recording the line segment information. The Contractor shall notify the Engineer of any additional damage found and obtain prior approval from the Engineer for additional point repairs.
- d) Original DVD shall be submitted to and shall become the property of the City. DVD's will be reviewed by the Engineer for focus, lighting, sound, clarity of view, and technical quality. Sharp focus, proper lighting, and clear distortion-free viewing during the camera operations shall be maintained. Failure to maintain these conditions will result in the rejection of the video disc by the Engineer. Video recordings, if unacceptable to the Engineer, shall be repeated at no additional cost to the City.
- e) The Contractor shall not be entitled to any additional contract time due to delays resulting from the need to correct any deficiencies, either repairable or non-repairable, in place, as determined by televised inspections.

**306-1.4.8.6 DVD and Final Report Requirements.** The Contractor shall provide all video with audio in digital file format on DVD's. Audio and written documentation shall accompany all DVD(s) submitted to the Engineer.

a) DVD Requirements

- i. The filename shall incorporate the unique facility identifier provided by the City and the date of the inspection. The facility identifier numbers will be manhole

numbers, with adjacent manhole numbers identifying pipe sections. The facility identifier number(s) shall be compatible with the data input features of the reporting software i.e., number of available input digits, fields, or both.

- ii. DVD recordings shall be in color and in MPEG2 format. The minimum video bit rate shall be 4.7 Mega bits per second (Mbps) and minimum audio bit rate shall be 128 Kilo bits per second (Kbps). Out-of-focus video recording or low quality and blurred pictures due to steam or smudged camera lens, or portions thereof, shall be cause for rejection of the video recording.
- iii. The camera source image capture shall provide a high resolution image with a minimum of 640x480 pixels capture. The video shall be at 30 frames per second.
- iv. The video will be captured and compressed so as to reduce file size as much as possible while still meeting the needs of the City. The compression shall be in accordance with MPEG2 format. The video files shall be highly compressed, resulting in an anticipated average file size of maximum 10 MB per minute of video.
- v. The compression shall not significantly degrade the still frame quality of the video or audio signal from the original source video, as judged in a side by side viewing under normal viewing conditions.
- vi. During post-installation CCTV inspections, the Contractor shall utilize one of the following video camera systems: a rotating-lens camera (articulating head) or a pan and tilt camera.
- vii. The Contractor shall use a dual recording system and submit post video inspection discs to the inspector, subsequent to recording.
- viii. The Contractor shall ensure visibility and lighting with minimum glare and without any dark or shadowy regions appearing on the final video disc.
- ix. The television camera shall produce a continuously-monitored high-quality picture, capable of discerning all major and minor structural defects in the structure. The post-installation CCTV inspection will document all defects which may affect the integrity or the strength of the structure, such as cracks, roughness, fins, or folds. The Contractor shall repair or replace all defects, at no additional cost to the City, which in the opinion of the Engineer may affect the hydraulic condition of the pipe liner.
- x. Each DVD submittal shall include the following:

#### Visuals

1. A pause at and zoom in on the identified defects sufficient for identification of the type of problem.
2. Each structure shall be identified by FSN, manhole numbers and the street name. If shown on the Plans, station numbers and sheet numbers shall also be identified.
3. Pipe size.
4. Pipe or liner material.

#### Audio

1. Date of CCTV inspection.

2. Confirmation of each section to be CCTV inspected i.e., narrative of manholes, storm access points or station numbers, or FSN's and direction upstream or downstream.
3. Description of pipe/structure size lined on post and final videos, material liner type for post and final videos.
4. Description and location of each defect.
5. Include brief but informative comments on data of significance, including, but not limited to, the locations of unusual conditions, type and size of connection, collapsed section, the presence of scale and corrosion, and other discernible features.

#### Written Documentation

1. Date of CCTV inspection.
2. Printed labels on DVD number, location information, date of inspection, and other descriptive information.
3. Location, size, material, and length of pipe.
4. Direction of flow and measurement "From" manhole or storm drain access point or station number "To" manhole or storm drain access point or station number or FSN.
5. Description and location of each defect or deficiency and a list of all proposed repairs.

**306-1.4.8.8 Payment.** The payment for cleaning and televising sewer structure shall be included in the unit price Bid items. If a Bid item has not been provided, the payment shall be included in the payment for the proposed pipe.

## **PART 5 - SYSTEM REHABILITATION**

### **SECTION 500 – PIPELINE**

#### **1.1 WORK OF THIS SECTION.**

The WORK of this Section includes providing a new PVC liner in the junction structures. The work shall be performed as described in this section and the locations specified on the drawings. Repairs shall employ a mastic material and fully adhered PVC sheet applied to prepared surfaces.

The WORK of this Section requires that materials and installation procedures be "Arrow Lock" from Ameron, Inc. or approved equal. Contractor is responsible to provide submittal of drawings and details changes that are required in order to make the product they are proposing to work as indicated in these drawings and specifications.

#### **1.2 REGULATORY REQUIREMENTS**

The WORK of this Section shall comply with the current versions of the following:

1. Construction Safety Orders, Division of Industrial Safety, State of California.
2. Public Utilities Safety Requirements.

### 1.3 SPECIFICATIONS AND STANDARDS

Except as otherwise indicated, the current editions of the following apply to the WORK of this Section:

ASTM D 746	Standard Test Method for Brittleness – Temperature of Plastics and Elastomers by Impact
ASTM D 792	Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement
ASTM C 805	Test Method for Rebound Number of Hardened Concrete
ASTM D 882	Standard Test Methods for Tensile Properties of Thin Plastic Sheeting
ASTM D 1004	Standard Test Method for Initial Tear Resistance of Plastic Film and Sheeting
ASTM D 2240	Standard Test Method for Rubber Property – Durometer Hardness
ASTM D 4258	Practice for Surface Cleaning Concrete for Coating
ASTM D 4259	Practice for Abrading Concrete
ASTM D 4262	Standard Test Method for pH of Chemically Cleaned or Etched Concrete Surfaces

### 1.4 SHOP DRAWINGS AND SAMPLES

A. The following shall be submitted:

1. In addition to the shop drawings required by SSPWC Subsection 500-1.1.2, the following shall be submitted:
  - a. Arrow-Lock or approved equivalent manufacturer's technical literature on the proposed lining system, including an affidavit attesting to the previous successful use of the materials for lining a pump station wet well and channels.
2. Copy of Ameron Inc. certification for each individual who will apply the System.
3. Manufacturer's application instructions, including details of seams and terminations, material Safety Data Sheets, maximum storage life and storage condition requirements, mixing and proportioning requirements, environmental requirements for worker safety such as ventilation, humidity, and temperature, thickness of activator mastic and seam material applied to the existing PVC liner and at joints, and curing time requirements.

4. Drawings and design calculations demonstrating adequacy of the proposed temporary working platforms.
5. Describe the means and time required to remove a platform system in an emergency.

## 1.5 INSTALLER QUALIFICATIONS

- A. The CONTRACTOR or subcontractor performing the WORK of this section shall be licensed by the repair system manufacturer. Each individual installing the repair material shall be certified by the manufacturer.

**500-1.1.2.1. Pre-award Submittals.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

If the Bidder fails to submit the following required information or obtain approval from the City's Project Manager, the Bid may be determined by the City as **non-responsive** and the City may require the next lowest Bidder to submit the required information.

- a) Contractor's Experience and Past Project Documentation – Within 5 Working Days of the Bid Opening date and along with a list of jobs completed, the Bidder shall submit documentation of sewer structure rehabilitation similar in scope, has been successfully installed within the last 10 years in the U.S. with a 5 years or more of documented performance record for the proposed product, and has been successfully performed by the Bidder and its personnel assigned to the liner installation and curing, utilizing the Bidder's proposed rehabilitation system for this project. The required format for this submittal has been attached to this contract. The Bidders shall identify the employees i.e., project manager, superintendent, foreman, etc.; who will be assigned to this project and provide references in the format presented in the Contract Documents. The Bidder's superintendent shall be assigned full time to this project and be present at the Site while work is being performed.
- b) Manufacturer Certification – Within 5 Working Days of the Bid Opening date, the Bidder shall submit manufacturer's certificate(s) within the last 10 years, indicating that the supplied lining materials for sewer structures meet the requirements of these specifications and a certificate of compliance from an independent third party lab that the proposed lining materials meet the chemical resistance requirements of 210-2, "PLASTIC LINER." The creep reduction factor used for the long term flexural modulus calculation shall be verified by testing per ASTM D2990 in the certification.

**500-1.1.2.3 Submittals during Construction.** To the City Supplement, DELETE in its entirety and SUBSTITUTE the following:

The Contractor shall submit the following during construction:

- a) Daily Reports with Required Attachments – Daily reports shall be submitted on a daily basis throughout construction.
- b) Post Cleaning Videos, Post-Rehabilitation Videos (Final Videos) and Red-lines."
- c) Samples – Required samples shall be submitted to the Engineer immediately following the lining operation, according to Table A of 5400-1.1.6, "Sampling, Testing, and Installation."



**500-1.1.5 Television Inspection.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Video inspection will be required prior to rehabilitation to document the condition of the host structure and to verify that it was cleaned. A post-installation video inspection shall be performed to determine if the work was completed per the Contract Documents and that all service connections have been re-instated, as required.

**500-1.1.9 Measurement and Payment.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1<sup>st</sup> and 2<sup>nd</sup> paragraphs, DELETE in their entirety and SUBSTITUTE with the following:

Unless otherwise noted, no separate compensation will be paid for testing; the testing costs shall be included in the price of linear for rehabilitation.

The unit price for rehabilitating the sewer structure in the manner described shall be for the square foot of the liner installed in the field. As-built information and all other relevant submittals shall be considered incidental to the Project for payment purposes.

## **EXECUTION**

### **Specifications for Epoxy Mastic & PVC Protective Lining System**

#### Repair & Preparation of Concrete Surfaces

Concrete substrates with hydrogen sulfide damage shall be removed to a depth where all the white calcium sulfate is removed & only hard gray concrete with surface PH of 8.0 or greater remains. After the deteriorated concrete is removed, the Contractor shall thoroughly clean the surface including vacuuming & air-drying to remove all fines & deleterious materials that will adversely affect the bonding of the lining system.

Prior to installing the protective lining system, the Contractor shall rebuild the concrete surfaces to their original lines & shapes. All surface areas with depressions greater than .0375 inches shall be filled polymer cement patching compound. The polymer patching compound to be used shall be compatible with the protective lining system specified & shall be SIKA Corporation. SIKATOP 122 or 123, master protective lining system, shall have a light sweep sandblast to remove laitance from the repaired areas. The air drying & vacuuming to provide a clean dry surface for the application of the protective lining system.

The Contractor shall not start the lining application until the surface PH, moisture content & temperature are within the recommended limits, and the prepared surfaces have been accepted by the Engineer.

#### Materials

Materials for the protective lining system shall include a primer. A two-component epoxy mastic & extruded PVC liners with locking extensions as manufactured by Ameron protective lining products Brea CA (714) 256-7755. A materials list for the lining system shall be provided to the City.

The primer shall be Arrow-Lock mastic primer No. 5101 or approved equal.

Mastic shall be a two-component epoxy gel mastic, and shall be resistant to weathering, aging, dilute acids (10 per cent sulfuric acid solution or acid conditions generating PH levels of 1.0) & dilute alkalis. The mastic shall be arrow-lock mastic no. 99212 or approved equal.

The PVC liner shall be a white homogenous thermoplastic sheet material with arrow shaped locking extensions. The PVC liner exhibit the following minimum physical properties at 77 degree F plus and minus 5 degree.

Specification

Specific Gravity, ASTM D792	1.28
Hardness, Shore D, ASTM D2240	50-60 at 1 sec.
Tensile, ASTM D412 2,20	0 PSI
Elongation, ASTM D412 200	Percent
Brittle Point, ASTM D746	5 Degree F
Tear Strength, ASTM D1004	220 G/Mil
Thickness 65	Mils

Installation

The Contractor shall retain the services of a qualified 7 authorized technical representative of Ameron Protective Lining Products to provide field inspection & recommendations at the beginning of installation & to make periodic visits to ensure that the work including the surface preparation, drying times, mixing & application procedures are performed in accordance with the manufacturer's recommendations. A written report shall be submitted by the authorized technical representative concerning this work. Conformance of the work to the specifications shall be determined solely by the Engineer.

The Contractor shall utilize the maximum size PVC liner sheet as practical with a minimum number of seams. Seams, both vertical and horizontal shall overlap a minimum of 1.5 inches, and shall be welded with one (1) inch wide weld strip. Corner strips may be used at interior & exterior corners, or liner may be wrapped around corner & lapped onto adjacent sheet, and shall be welded with one (1) inch wide weld strip.

The liner sheets shall be properly aligned & installed with the arrow ribs in the vertical direction to prevent any moisture from accumulating behind the liner. PVC liners shall be protected from debris contamination prior to placing it onto the mastic. The PVC liner shall be placed while the wetting ability of the base coat is at its optimum and shall be pressed into the mastic and rolled to remove any trapped air and ensure the best possible embedment. The rolling process shall occur immediately after the liner is placed.

The lining system shall be allowed to cure for the amount of the recommended by Ameron Protective Lining Product's representative. The average dry film thickness of the cured lining system shall not be less than 315 mils.

**500-1.1.3.6 Installation and Field Inspection.** To the City Supplement, 2<sup>nd</sup> paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The existing structure shall be cleaned of any obstructions and televised in accordance with 500-1.1.4, "Cleaning and Preliminary Inspection".

**500-1.13.9 Material Testing.** To the City Supplement, DELETE the last sentence in its entirety.

A “Pull Test” will be required by the Ameron Protective Lining Product’s representative at the location designated by the Engineer and prepared by the Contractor. The Contractor shall repair all defects found in the lining system. Areas where the liner failed to meet the minimum pull strength test value specified, and are as that have no n-embedment larger than four (4) inches in either direction shall have all of the defective lining, including the mastic, removed as directed by the Engineer. A new protective lining system shall be applied over the defective area, overlapping the adjacent lined areas a minimum of 2 inches in all directions and shall be reinspected.

## **ADD: PART 8 – ENVIRONMENTAL WORKS**

### **SECTION 804 – SEWAGE SPILL PREVENTION**

To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**804-1 GENERAL.** The Contractor shall observe and comply with the City’s policy of zero spills. **The Contractor shall be liable for all damages and fines associated with sewage spills caused by improper support or damage to the existing sewer facilities.**

The Contractor shall designate a person responsible for the development and enforcement of the Sewage Spill Response Plan, and for ensuring sewer spills are minimized to the maximum extent possible. The Contractor shall provide a status of all by pass related work at biweekly progress meetings as requested by the City.

**804-2 SEWAGE SPILL PREVENTION AND RESPONSE PLAN.** Prior to the start of construction, the Contractor shall develop and submit to the Engineer, for review and approval, a written Sewage Spill Prevention and Response Plan. The plan shall include sewage spill response plan, spill containment and cleanup plan, staging area, and sewage bypass and pumping plan.

The Sewage Spill Prevention and Response Plan shall be developed to respond to any construction related sewage spill(s). The plan shall include:

- a) Identifying all nearby environmentally-sensitive areas such as waterways, channels, catch basins and entrances to existing underground storm drains.
- b) Making arrangements for an emergency response unit, stationed at or near the Site, comprised of emergency response equipment and trained personnel to be immediately dispatched in the event of a sewage spill(s). This includes field biologists, archaeologists, or both if in an environmentally-sensitive area such as a canyon.
- c) Developing an emergency notification procedure that includes an emergency response team with telephone numbers and arrangements for backup personnel and equipment. The emergency response unit shall be able to dispatch to the Site 24 hours a day 7 days a week including weekends and holidays. The Contractor shall designate primary and secondary representatives, their respective phone numbers, pager numbers, and mobile phone numbers. These Contractor’s representatives shall be accessible and available at all times to respond immediately to any sewer spill event.

- d) Identifying any property owners who may be affected e.g., the City Park and Recreation Department.

At the pre-construction meeting the Contractor will be provided with a list of the City representatives to contact in case of sewage spill(s). In case of a sewage spill(s), the Contractor shall immediately call the Sewage Spill Hotline number at (619) 527-5481 and shall act immediately without instructions from the City, to control the spill and take all appropriate steps to contain it in accordance with the Sewage Spill Prevention and Response Plan and 804-2.1, "Sewage Bypass and Pumping Plan." The Contractor shall immediately notify the City representatives of the spill and shall report Project name, location, Contractor name, Project Engineer, and Engineer names.

The Contractor shall, within 3 Working Days from the occurrence of the spill, submit to the Engineer a written report describing the following information related to the spill: the location; the nature and estimated volume; the date and time; the duration; the cause; the type of remedial and/or clean up measures taken (including erosion control measures) and the date and time of implementation; the corrective and/or preventive actions taken to avoid further spills; equipment used in spill response; and the environmentally-sensitive habitat such as a water body, if any, impacted and results of any necessary monitoring. The Contractor shall provide a list of who from the City was notified, date and time of notification, date and time the Contractor was notified of the spill, date and time the Contractor arrived on Site.

The Engineer may institute further corrective actions, as deemed necessary, to fully comply with existing laws, ordinances, codes, order or other pertinent regulations. In addition to any penalties provided by federal, state, and local laws, the Contractor shall be responsible for all costs incurred for the corrective actions including mitigation measures (habitat restoration, etc.) and obtaining after-the-fact permits if necessary, in environmentally sensitive areas. These permits include but are not limited to those from the City Planning Department Development Services, California Coastal Commission, U.S. Army Corps of Engineers and the California Department of Fish and Game.

It shall be the Contractor's responsibility to assure that all field forces, including Subcontractors, know and obey all safety and emergency procedures, including the Sewage Spill Prevention and Response Plan applicable to the work, to be maintained and followed at the Site. If in an environmentally sensitive area, such as canyon, stream, or lagoon, impacts shall be minimized. Crews shall be aware at the start of the job of any sensitive environmental habitats, breeding season restrictions, etc.

The Contractor shall prevent spills when working on sewer lines, such as when making temporary connection, when connecting new lines into the sewer system, ensuring no laterals are connected to mains being abandoned, ensuring diversions are appropriately installed, and diversions are completely removed when finished so there are no blockages. The Contractor shall not trap debris and discharge rock or debris downstream. Avoidance of streams is paramount unless authorized via permits.

The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from any sewage spill caused or claimed to be caused by the Contractor's action or failure to take measures to prevent a spill. **The Contractor shall be responsible for payment of any fines assessed against the City for such sewage spills.** The Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active or sole negligence or willful misconduct of the City, its agents, officers or employees.

The Contractor shall obtain and maintain an additional insurance coverage for Pollution Liability with its limits and requirements as set forth in 7-3.5.3, "Contractors Pollution Liability Insurance Endorsements." The limits and requirements for Pollution Liability shall be in an amount sufficient to cover potential losses from sudden and accidental pollution. Unless otherwise provided for in the Bid Proposal, all costs associated with the requirements for Sewage Spill Prevention and Response Plan, including additional insurance, shall be included in the prices for other related Bid items.

**804-2.1 Sewage Bypass and Pumping Plan.** The Contractor shall submit to the Engineer for approval, a Sewage Bypass and Pumping Plan at least 15 Working Days prior to implementation of flow diversion in compliance with the City's policy of "ZERO SPILLS." The Sewage Bypass and Pumping Plan shall indicate the sequence of diversion operations, all other operations the Contractor will establish to maintain wastewater service during the construction period, and a quality assurance and quality control plan for the diversion Work. The Sewage Bypass and Pumping Plan shall include an emergency response plan indicating the procedures, equipment, and activities that will be implemented in the event of an emergency shutdown or failure of the flow diversion equipment used for construction. The Contractor shall be responsible for implementation of the emergency plan in accordance with 804-2 "Sewage Spill Prevention and Response Plan".

The Contractor's Sewage Bypass and Pumping Plan shall be reviewed and approved by the Wastewater Collection Division of the City before flow can be diverted. No deviation from the approved Sewage Bypass and Pumping Plan will be allowed without prior approval from the Engineer.

The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders, and regulations which in any manner affect the conduct of the work, specifically as it relates to sewage spills. The Contractor shall be fully responsible for preventing sewage spill(s), containing any sewage spill(s), recovery and legal disposal of any spilled sewage, any fines, penalties, claims and liability arising from negligently causing a sewage spill(s), and any violation of any law, ordinance, code, order, or regulation as a result of the spill(s).

The Contractor shall exercise care not to damage existing public and private improvements, interrupt existing services or facility operations which may cause a sewage spill(s). Any reasonably anticipated utility or improvement which is damaged by the Contractor shall be immediately repaired at the expense of the Contractor. In the event that the Contractor damages an existing utility or interrupts an existing service, which causes a sewage spill(s), the Contractor shall immediately call the emergency number at (619) 515-3525.

The Contractor shall exercise care not to damage any sensitive habitats or historic resources unless authorized via the discretionary permit and Mitigation, Monitoring and Reporting Program approved by the City.

The Contractor shall provide all facilities, labor, power, and appurtenances necessary to divert wastewater flows as necessary to allow proper installation of the pipeline and/or manhole linings.

The Contractor shall submit as part of their Sewage Bypass and Pumping Plan their monitoring procedure and frequency and shall continuously monitor the flow levels downstream and upstream of the flow diversion to detect any possible failure that may cause a sewage back up and spill(s). The Contractor shall maintain a log of the monitoring and provide daily copies to the Engineer in a manner acceptable to the Engineer.

The Contractor shall inspect and maintain the diversion system daily, including the back-up system. The Contractor shall submit with their Sewage Bypass and Pumping Plan their maintenance procedures and frequency. The Contractor shall maintain a log of all inspection, maintenance and repair records, and provide copies to the Engineer upon request in a manner acceptable to the Engineer.

The Contractor shall size the flow diversion system to handle the peak flow and shall include a 100% backup in the flow diversion system. The Contractor shall provide temporary means to maintain and handle the sewage flow in the existing system as required to complete the necessary construction. The Contractor shall utilize the flow diversion system to mitigate any additional wet weather flows, perform the necessary maintenance and repairs on the flow diversion system, and exercise and ensure the operation of the backup system. Each pump, including the backup pumps, shall be a complete unit with its own suction and discharge piping. The Contractor shall operate the backup flow diversion system for a minimum of 25% of the total diversion time on a weekly basis. The backup flow diversion system shall be fully installed, operational, and ready for immediate use. The diversion system shall be hydraulically tested with clean water prior to wastewater flow diversion. The Contractor shall demonstrate to the satisfaction of the Engineer that both the primary and backup flow diversion systems are fully functional and adequate, and shall certify the same, in writing, to the Engineer in a manner acceptable to the Engineer.

The Contractor shall provide one dedicated fuel tank for every single pump or generator, if fuel or generator driven pumps are used. The Contractor shall provide an emergency standby power generator, if electric power driven pumps are used. The Contractor shall provide a fuel level indicator outside each fuel tank. The Contractor shall continuously (while in use) monitor the fuel level in the tanks and ensure that the fuel level does not drop below a level equivalent of two hours of continuous flow diversion system operation. The Contractor shall take the necessary measures to ensure the fuel supply is protected against contamination. This includes but is not limited to fuel line water traps, fuel line filters, and protecting fuel stores from precipitation. The Contractor shall monitor all hoses and repair leaks immediately.

**804-2.2 Payment** Unless a Bid item has been provided, full compensation for the Sewage Bypass and Pumping Plan, its implementation e.g., labor, facilities, equipments, power, appurtenances and incidental, shall be included in the payment for sewer main.

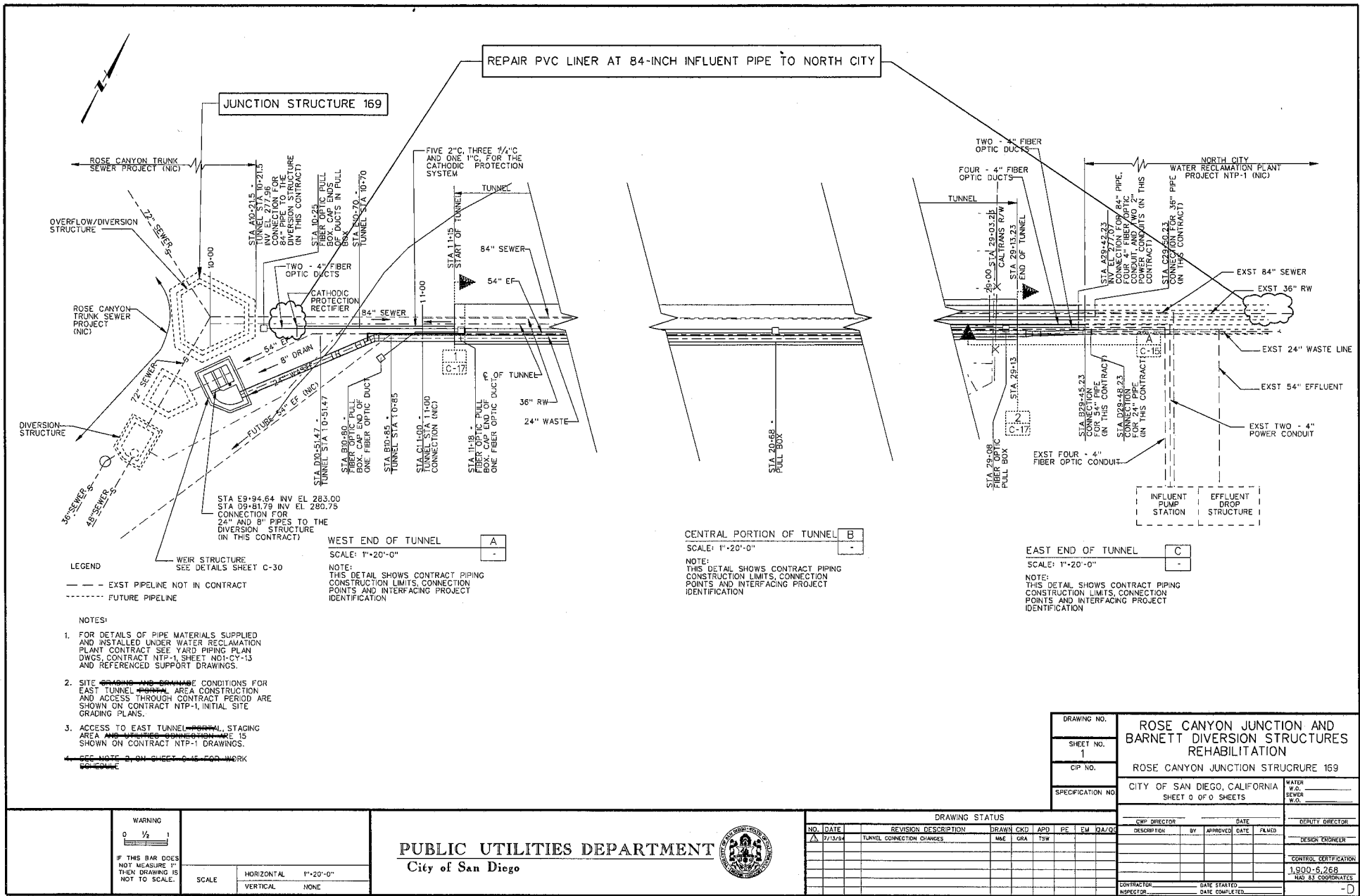
#### **END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

## **APPENDIX A**

### **Project Drawings**

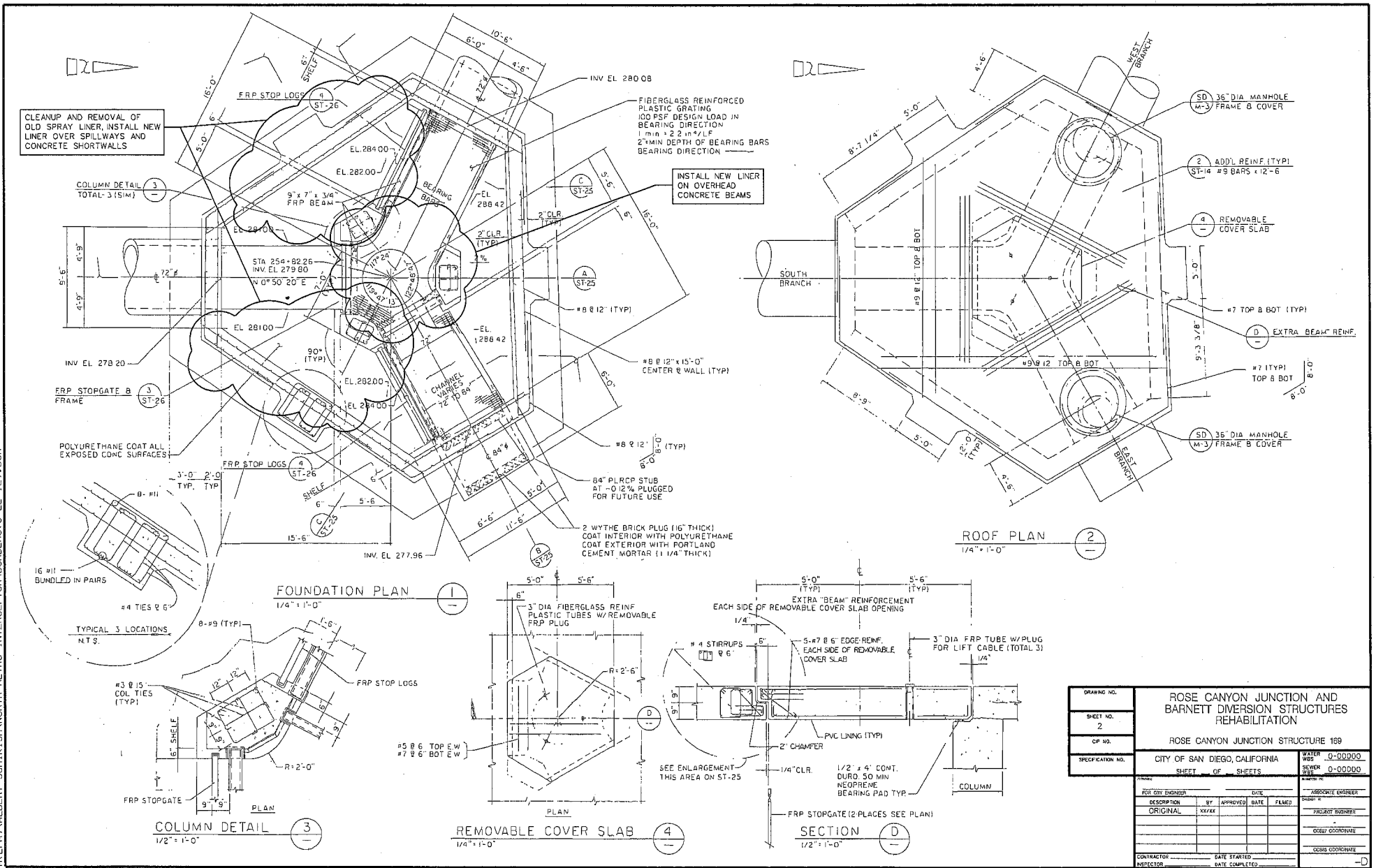
**Clouded areas shown on the attached drawings represent location of work for liner installation.**

D:\DANNY M\EPM\VALBERT\_SQHIKISH\NORTH METRO\_INTERCEPTOR\26943-6-D-DGN DWG\N1C\NOT 17-MAY-2012 08:15

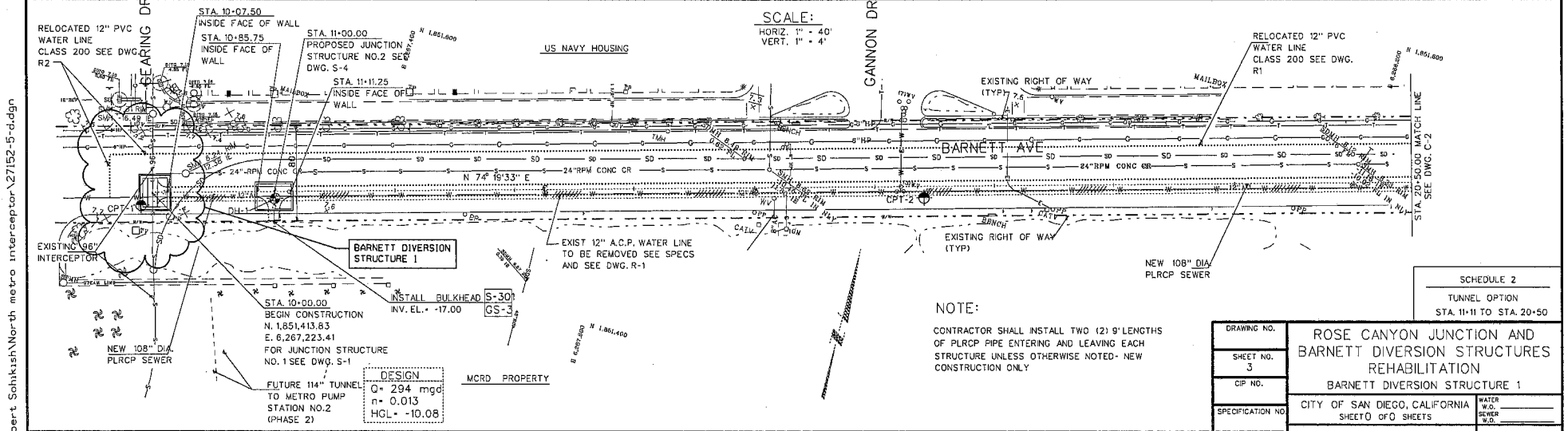
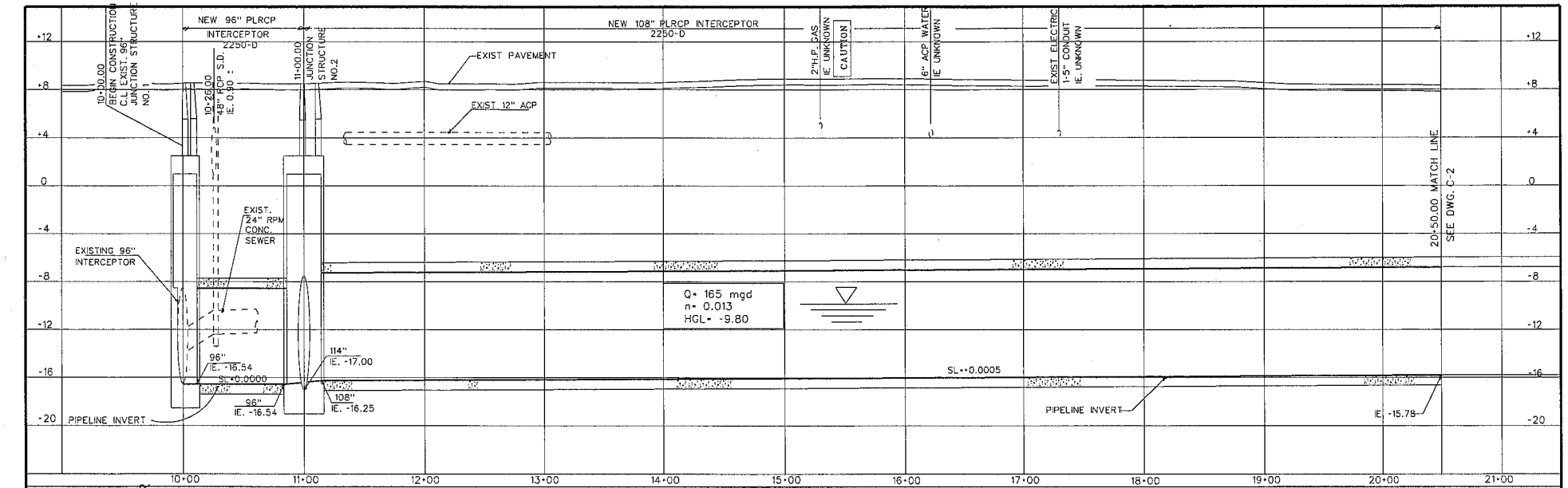




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DRAWING NO.	ROSE CANYON JUNCTION AND BARNETT DIVERSION STRUCTURES REHABILITATION			
SHEET NO.	2			
CP NO.	ROSE CANYON JUNCTION STRUCTURE 169			
SPECIFICATION NO.	CITY OF SAN DIEGO, CALIFORNIA		WATER WORKS	0-0000
	SHEET OF SHEETS		SEWER WORK	0-0000
FOR CITY ENGINEER	DATE	ASSOCIATE ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILED
ORIGINAL	XXXX			
CONTRACTOR	DATE STARTED	COSB COORDINATOR		
INSPECTOR	DATE COMPLETED			



**WARNING**  
 0 1/2 1  
 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

SUBMITTED BY: \_\_\_\_\_  
 PROJECT ENGINEER RCE DATE \_\_\_\_\_  
 MONTGOMERY WATSON RCE DATE \_\_\_\_\_

**PUBLIC UTILITIES DEPARTMENT**  
 City of San Diego

DESIGN  
 Q = 294 mgd  
 n = 0.013  
 HGL = -10.08

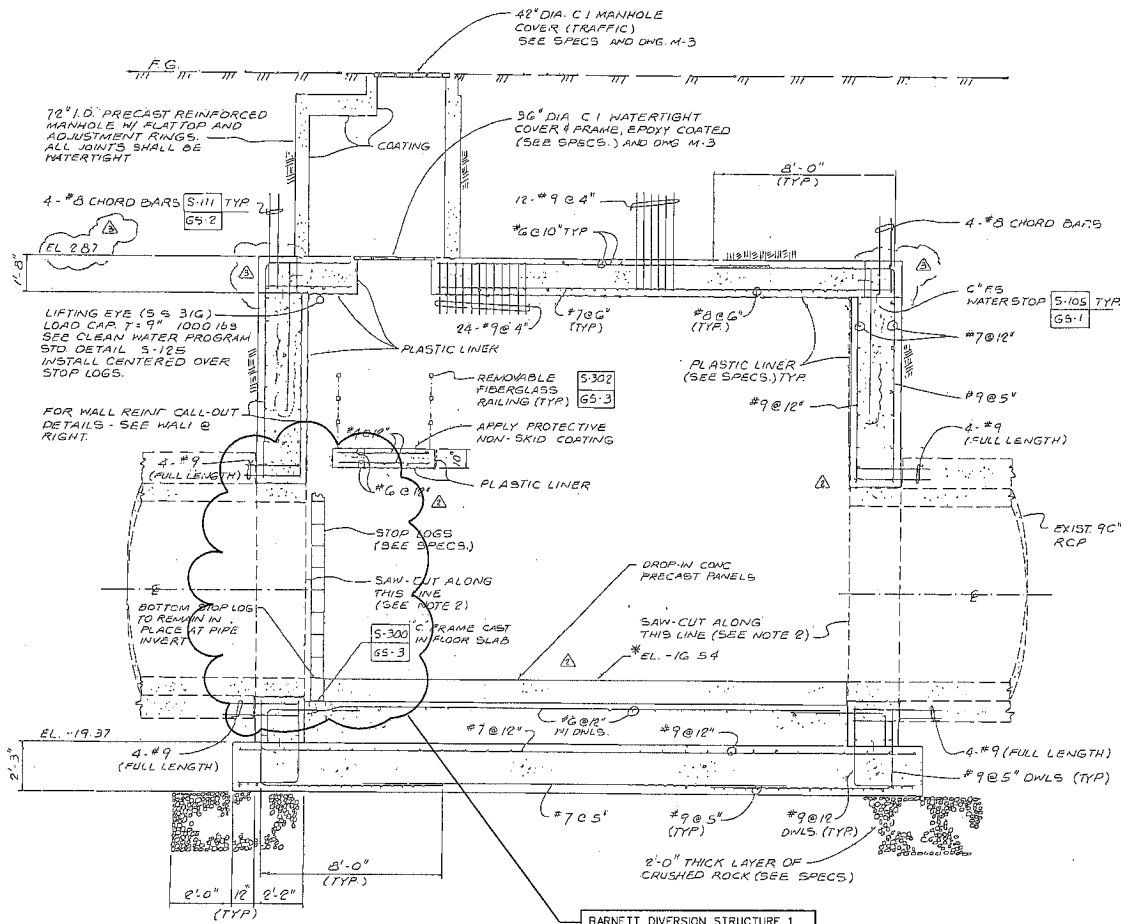
**DRAWING STATUS**

NO.	DATE	REQ.	REVISION DESCRIPTION	DRAWN	CHK	APP.	PE	EM	DA/OC

CWP DIRECTOR		DATE		CWP DIRECTOR	
DESCRIPTION	BY	APPROVED	DATE	FILED	
CONTROL CERTIFICATION 210 - 1704 LAMBERT COORDINATES					
CONTRACTOR INSPECTOR		DATE STARTED		DATE COMPLETED	

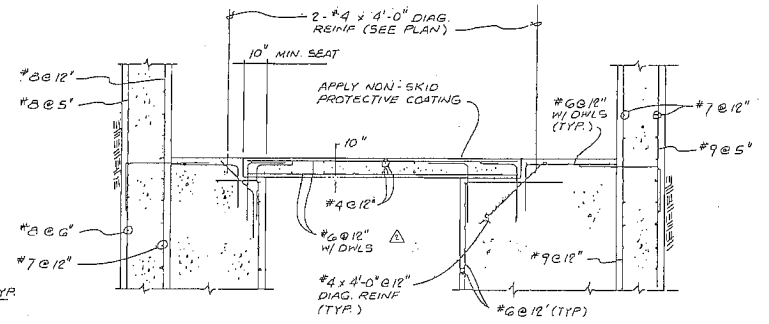
\Denny MIEP\Albert Sohiksh\North metro interceptor\27152-5-d.dgn

M:\CPM\VALBERT\_SOH\KISHNORTH METRO INTERCEPTOR BORDERS (3-22-12).DGN

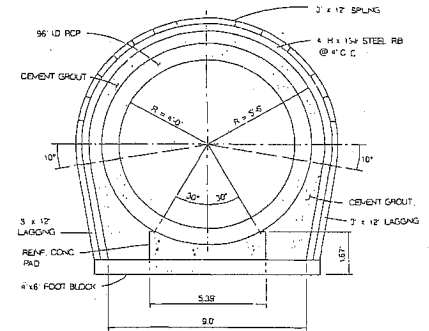


SECTION 3 S-1

BARNETT DIVERSION STRUCTURE 1  
REPAIR LINER AROUND 90" SEWER  
AND ADJACENT STOPLOG GUIDERAILS



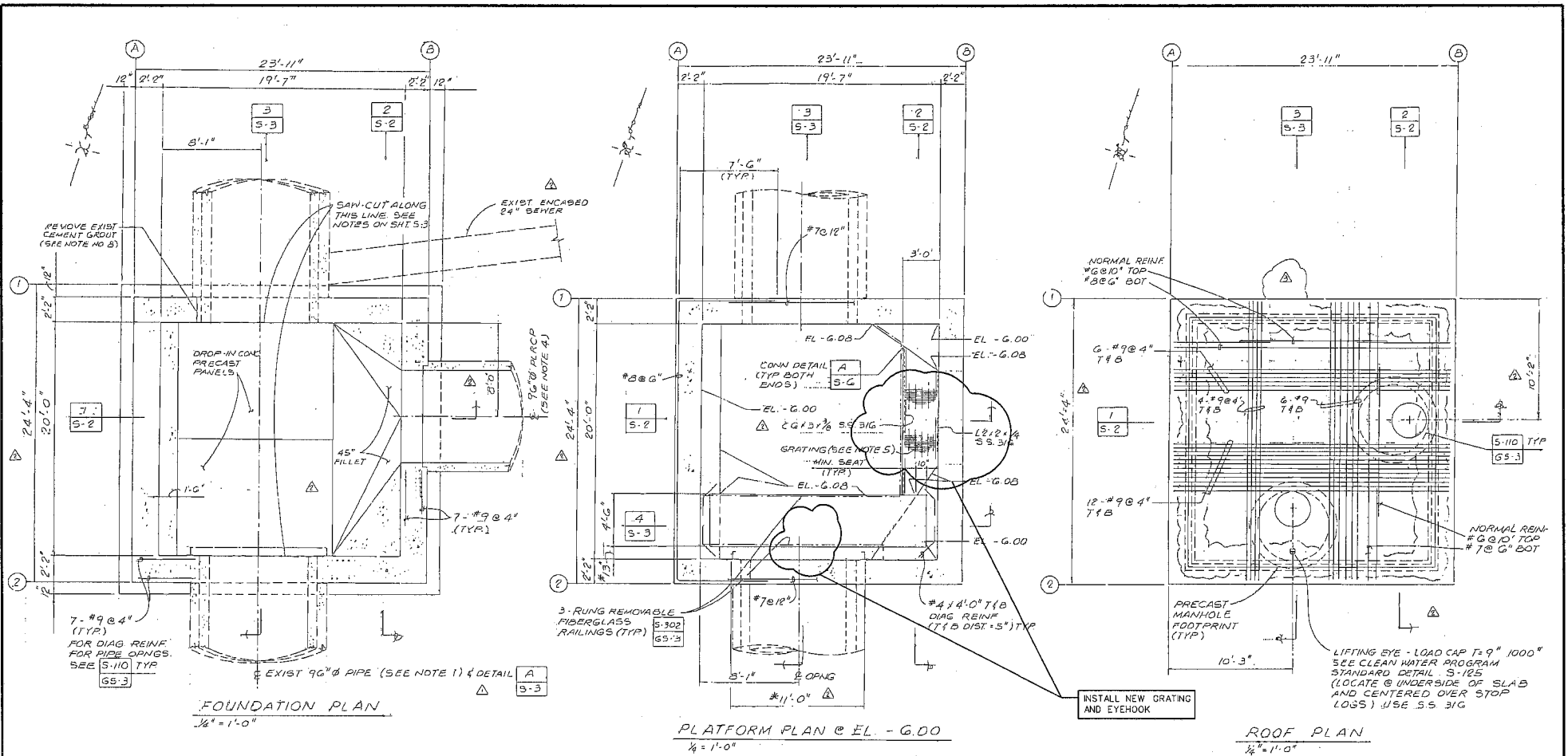
SECTION 4 S-1



STEEL RIB AND TIMBER SECTION IN EXISTING TUNNEL  
AT BARNETT AVENUE AND GEARING DRIVE A S-1

DRAWING NO.	ROSE CANYON JUNCTION AND BARNETT DIVERSION STRUCTURES REHABILITATION			
SHEET NO.	4			
CP NO.	BARNETT DIVERSION STRUCTURE 1			
SPECIFICATION NO.	CITY OF SAN DIEGO, CALIFORNIA	WATER	0-00000	
	SHEET OF SHEETS	SEWER	0-00000	
FOR CITY ENGINEER	DATE	APPROVE ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILED
ORIGINAL	XX/XX			
CONTRACTOR	DATE STARTED			
INSPECTOR	DATE COMPLETED			

NY MLEPM\ALBERT\_SOKIKTSH\NORTH METRO\_INTERCEPTOR\BORDERS\3-22-12\1.DGN



DRAWING NO.	ROSE CANYON JUNCTION AND BARNETT DIVERSION STRUCTURES REHABILITATION			
SHEET NO.	5			
CIP NO.	BARNETT DIVERSION STRUCTURE 1			
SPECIFICATION NO.	CITY OF SAN DIEGO, CALIFORNIA		WATER	0-00000
	SHEET OF SHEETS		SEWER	0-00000
FOR CITY ENGINEER	DATE	APPROVED	DATE	APPROVED
DESCRIPTION	BY	APPROVED	DATE	FILED
ORIGINAL	KVX/K			
FOR CONTRACTOR	DATE STARTED			
INSPECTOR	DATE COMPLETED			

**APPENDIX B**

**Notice of Exemption  
CEQA**

NOTICE OF EXEMPTION

(Check one or both)

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

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

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

PROJECT NO.: N/A

PROJECT TITLE: Rehabilitation of Sewer Facilities at the Upper Rose Canyon Junction
Structure 169, the 84-inch Pipeline to the NCWRP, and the Barnett Ave
Diversion Structure 1

PROJECT LOCATION-SPECIFIC: For the Upper Rose Canyon Junction Structure 169 and 84-inch pipeline to the North City Water Reclamation Plant (NCWRP), access and staging to enter the facilities will occur in our easement on a private parcel (4747 Executive Dr.). For the Barnett Ave. Diversion Structure 1, access and staging to enter the facility will occur within the paved roadway of Barnett Ave.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: Clean-up and removal of old spray liner and installation of approximately 700 square feet of PVC liner to protect Junction Structure 169 in upper rose canyon and repair/rehabilitation of approximately 80 square feet of PVC liner at the 84-inch influent line to the NCWRP. The work at the Barnett Ave. Diversion Structure 1 includes the removal of approximately 220 square feet of deteriorated liner and concrete around the 96-inch sewer and the adjacent stop log guiderails, restoration of the concrete, installation/replacement with the new liner, and installation of approximately 200 square feet of new grating and eyehook. The access and staging areas will occur in previous disturbed areas and the repair/rehabilitation will occur within the existing facilities; therefore, no direct biological or archaeological impacts are anticipated.

NAME OF PUBLIC AGENCY APPROVING PROJECT: CITY OF SAN DIEGO

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

PUBLIC UTILITIES DEPARTMENT, WASTEWATER BRANCH, 9192 TOPAZ WAY, SAN DIEGO, CA 92123, DIRK SMITH 858.614.5722.

EXEMPT STATUS: (CHECK ONE)

- ( ) MINISTERIAL (SEC. 21080(B)(1); 15268);
( ) DECLARED EMERGENCY (SEC. 21080(B)(3); 15269(A));
( ) EMERGENCY PROJECT (SEC. 21080(B)(4))
(X) CATEGORICAL EXEMPTION: SEC. 15301(B) EXISTING FACILITIES AND 15302 (C) REPLACEMENT OR RECONSTRUCTION.
( ) STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The project is the repair and rehabilitation of existing wastewater facilities. These actions do not involve an expansion of use and will not result in significant impacts to sensitive biological or archaeological resources. Furthermore, the project meets the criteria set forth in CEQA Section 15301 and 15302.

LEAD AGENCY CONTACT PERSON:

MARTHA BLAKE, SENIOR PLANNER, DSD/ENVIRONMENTAL ANALYSIS SECTION, TELEPHONE: (619) 446-5375

IF FILED BY APPLICANT:

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

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

Signature of Martha Blake, Senior Planner

5/23/12
DATE

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:
( ) SIGNED BY APPLICANT

**APPENDIX C**

**Fire Hydrant Meter Program**

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

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.)



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

- 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.

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 4 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
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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.



<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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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.



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

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application For Fire Hydrant Meter

(EXHIBIT A)

For Office Use Only

2797 Camino Chollas • San Diego, California 92105-5097  
METER SHOP 619 527 7449  
FAX 619 527 3125

NS Req:	Fac #:
Date:	By:

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

Fire Hydrant Location: (Attach detailed map, Thomas Bros. map location or construction drawing.)

Specific Use of Water:

Any return to Sewer or Storm Drain, if so, explain:

Estimated Duration of Meter Use:   Check Box if Reclaimed Water

## Company Information

Company Name:

Mailing Address:

City: State: Zip Code: Phone: ( )

\*Business License #: \*Contractor License #:

\*A copy of the Contractor's License and/or Business License is required at the time of meter issuance.

Name and Title of Agent: Phone: ( )

Site Contact Name and Title: Phone: ( )

Pager #: Cell: ( )

Responsible Party Name: Title:

Social Security or 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

Check Box to Request Removal of Above Meter Requested Removal Date:

Provide current Meter location if different from above:

Signature: Title: Date:

Phone: ( ) Pager: ( )

### For Office Use Only

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter		
CIS Account #:	Deposit Amount: \$	Fees Amount: \$	
Meter Serial #:	Meter Size:	Meter Make & Style:	
Backflow #:	Backflow Size:	Meter Make & Style:	
Name:	Signature:	Date:	

\$1,108.45 - FOR 24 HR INSTALLATION  
 \$1,052.26 - FOR 48 HR INSTALLATION

FHM App Created: 11/2/00-htp

**"Exhibit B"**

**CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO 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 Seeding  
Irrigation (for establishing irrigation only; not continuing irrigation)  
Mixing Concrete  
Mobile Car Washing  
Special Events  
Street Sweeping  
Water Tanks  
Water Trucks  
Window Washing**

**Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.**

**"Exhibit C"**

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 refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

City of San Diego, Water Department  
Attn: Meter Services  
2797 Caminito Chollas  
San Diego, Ca. 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant "Hot Line" at: (xxx) xxx-xxx.

Sincerely,

City of San Diego Water Department



**Fire Hydrant Meter Relocate/Removal Request**

(EXHIBIT D)

*For Office Use Only*

NS Req:	FHM Fac #:
Date:	By:

Date:

*Instruction: Complete pertinent information then FAX both form and map to (xxx) xxx-xxxx, mail, or hand-deliver to the City of San Diego, Water Department/Meter Shop at: 2707 Caminito Chollas San Diego, CA 92105*

**Meter Information**

Billing Account #:	Requested Move Date:
Current Fire Hydrant Meter Location:	
New Meter Location: (Attach a detailed map, Thomas Bros map location or construction drawing.)	

**Company Information**

Company Name:			
Mailing Address			
City:	State:	Zip Code:	Phone: ( )
Name and Title of Requestor:			Phone: ( )
Site Contact Name and Title			Phone: ( )
Pager #:			Cell: ( )
Responsible Party Name authorizing relocation fee:			
Signature:	Title:	Date:	

**Fire Hydrant Meter Removal Request**

<input type="checkbox"/> Check Box to Request Removal of Above Meter	Requested Removal Date:	
Provide current Meter location if different from above:		
Signature:	Title:	Date:
Phone: ( )	Pager: ( )	

*For Office Use Only*

CIS Account #:	Fees Amount: \$		
Meter Serial #:	Size:	Make/Style	
Backflow #:	Size:	Make/Style	
Name:	Signature:	Date:	

FHM Relocate\_Removal Form

FHM App Created: 11/2/00-htp

## **APPENDIX D**

### **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 E**  
**Sample City Invoice**



City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC):											
City Purchase Order No. :						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$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						
<b>CHANGE ORDERS</b>											
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)						
<b>SUMMARY</b>								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						<b>Retention and/or Escrow Payment Schedule</b>					
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											
<b>G. Payment Due Less Retention</b>						<b>Contractor Signature and Date:</b>					
H. Remaining Authorized Amount											

## **APPENDIX F**

### **Location Map**



FIGURE 1 : ROSE CANYON JUNCTION STRUCTURE 169 & 84-INCH SEWER





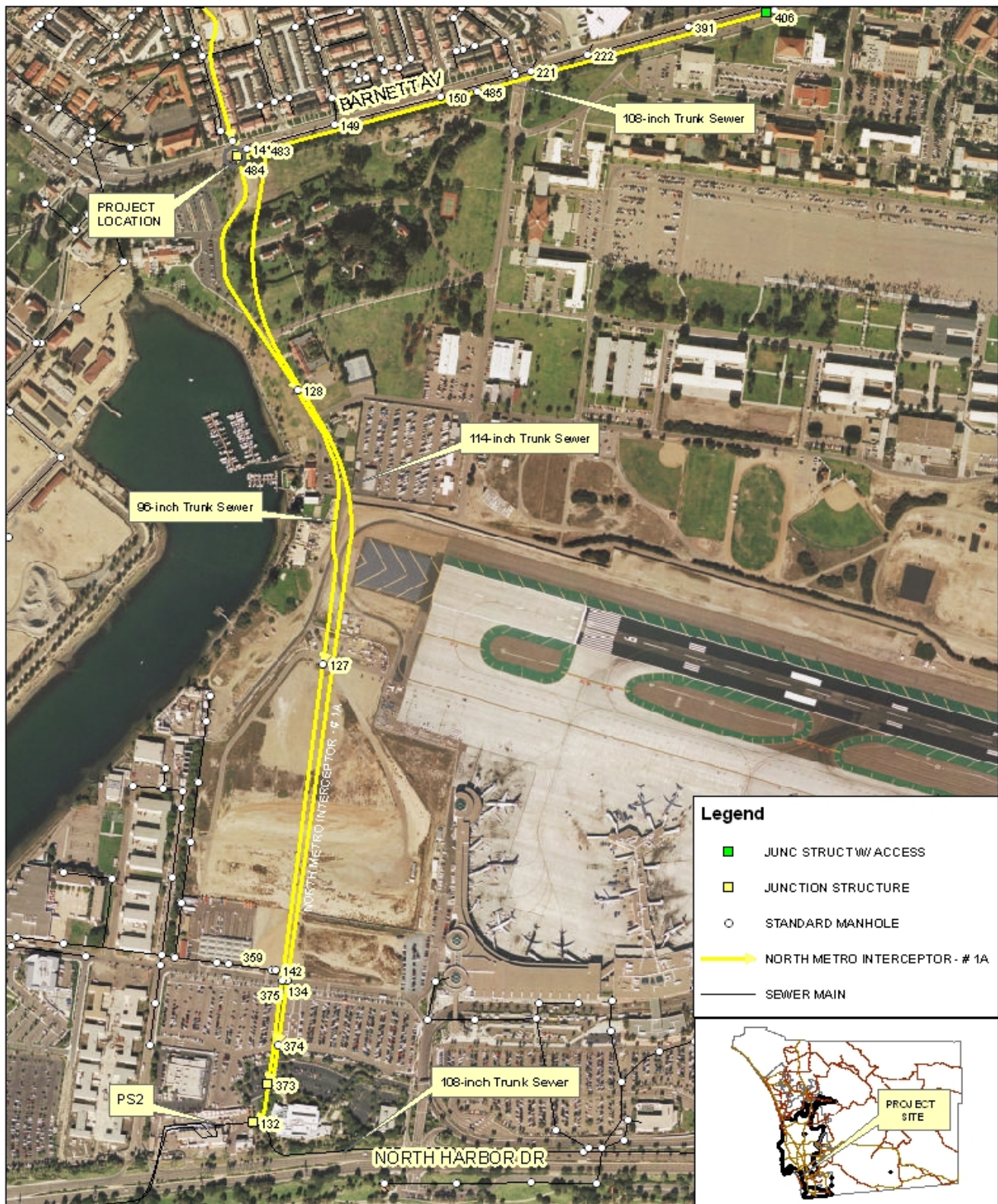


FIGURE 2 : BARNETT AVENUE DIVERSION STRUCTURES



## **APPENDIX G**

### **Adjacent Project**



## APPENDIX G

### Adjacent Projects

The 12.41-acre northeast corner of La Jolla Village Drive and Judicial Drive in the University Towne Centre (UTC) area has been sold to La Jolla Hines LLC, 18301 Von Karman Ave., Suite 330, Irvine 92612. The buyer is a unit of Hines, a privately owned real estate firm. The office tower is one part of La Jolla Commons, a mixed-use campus that also incorporates high-rise hotel and condominium components in a campus-style setting.

The Junction Structure 169 in La Jolla is located in the loading dock area of the hotel and condominium construction zone, scheduled to be built in 2012-2014



# City of San Diego

## ADDENDUM "A"



### FOR

### ROSE CANYON AND BARNETT SEWER JUNCTION/DIVERSION STRUCTURES REHAB

BID NO.:	<u>L-13-5603-DBB-2</u>
SAP NO. (WBS/IO/CC):	<u>21002257</u>
CLIENT DEPARTMENT:	<u>2011</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>JC</u>

For which proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California, until **1:30 PM on November 6<sup>th</sup>, 2012.**

#### A. CHANGES TO CONTRACT DOCUMENTS

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

#### B. VOLUME 1

To the SUPPLEMENTARY SPECIAL PROVISIONS (SSP), APPENDICES, **ADD** pages 3 of 19 through 19 of 19 of this Addendum.

Tony Heinrichs, Director  
Public Works Department

Dated: October 24, 2012  
San Diego, California

TH/nb/cg/lb

**APPENDIX H**

**Project Photos**



# **Barnett Diversion Structure 1**















Lifting Device resting on stored stop log.



Lifting Eye, Bent and Corroded Concrete Above failed liner seal

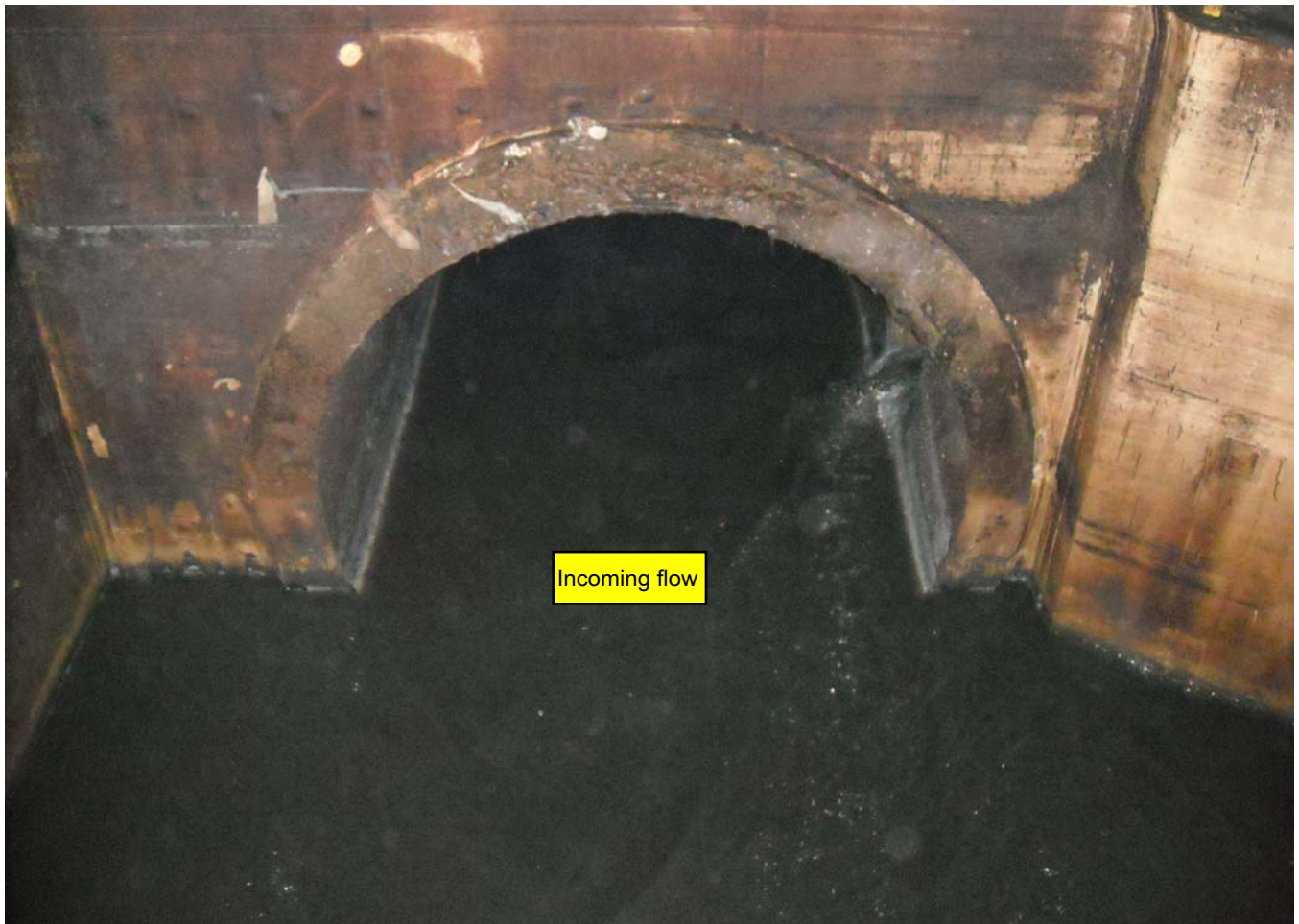














# **Rose Canyon Junction Structure 169**



**Install Arrow-Lock at channel wall**



**Install Arrow-Lock at channel wall**





**Remove existing spray liner and install new Arrow-Lock at side channel**



**Install Arrow-Lock at side channel**



**Install Arrow-Lock at channel wall**



**Install Arrow-Lock at concrete spillways**





**Install Arrow-Lock at newly constructed concrete wall**



**Remove old spray liner and install new Arrow-Lock**



**Install Arrow-Lock at concrete wall**



**Install Arrow-Lock at concrete beam**





**Install Arrow-Lock at concrete beam**



**Remove and replace damaged liner at 84-inch pipe**



**Remove and replace damaged liner at 84-inch pipe**



**Remove and replace damaged liner at 84-inch pipe**





**Remove and replace damaged liner at 84-inch pipe**

11/7/10 CW

# City of San Diego

CONTRACTOR'S NAME: PAL General Engineering, Inc.  
ADDRESS: 5374 Eastgate Mall, San Diego CA 92121  
TELEPHONE NO.: 858-638-7100 FAX NO.: 858-638-7102  
CITY CONTACT: Clementina Giordano, cgiordano@sandiego.gov, Phone No. 619 235-5227, Fax No. 619-236-5904  
A SOHIKISH / NB / LS



## CONTRACT DOCUMENTS

## FOR

### ROSE CANYON AND BARNETT SEWER JUNCTION/DIVERSION STRUCTURES REHAB

VOLUME 2 OF 2

BID NO.:	<u>L-13-5603-DBB-2</u>
SAP NO. (WBS/IO/CC):	<u>21002257</u>
CLIENT DEPARTMENT:	<u>2011</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>JC</u>

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE FIRMS ONLY.

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

# TABLE OF CONTENTS

## 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.

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
1. Bid/Proposal.....	3-5
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 - 12
7. Form AA35 - List of Subcontractors.....	13
8. Form AA40 - Named Equipment/Material Supplier List.....	14

**BIDDING DOCUMENTS**

---

**PROPOSAL**

**Bidder's General Information**

To the City of San Diego:

Pursuant to "Invitation to 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. \_\_\_\_\_

**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):  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDING DOCUMENTS**

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

\_\_\_\_\_  
Full Name and Character of partner  
\_\_\_\_\_

(4) Place of Business (Street & Number) \_\_\_\_\_

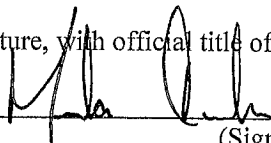
(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted PAL General Engineering Inc.

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

  
\_\_\_\_\_  
(Signature)

Marla Jahshan

(Printed Name)

President

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 5374 Eastgate Mall

(5) City and State San Diego, CA Zip Code 92121

(6) Telephone No. 8586387100 Facsimile No. 8586387102

**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

In accordance with the "INVITATION TO 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 A

LICENSE NO. 916931 EXPIRES April 30, 2012

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.

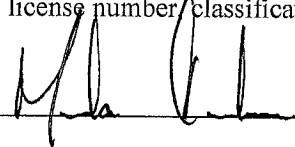
TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: info@palsd.com

**BIDDING DOCUMENTS**

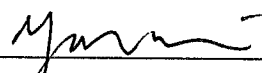
**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

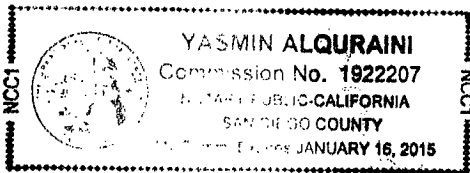
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature  Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 6<sup>th</sup> DAY OF November, 2012.

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

  
(NOTARIAL SEAL)



BIDDING DOCUMENTS

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That PAL General Engineering, Inc. as Principal, and  
The Hanover 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

Rose Canyon and Barnett Sewer Junction/Diversion Structures Rehab

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time  
and in the manner required in the "Invitation to 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 8th day of October, 20 12

PAL General Engineering, Inc. (SEAL)

(Principal)

By: 

(Signature)

Marla Jahshan, President

The Hanover Insurance Company (SEAL)

(Surety)

By: 

(Signature)

Matthew C. Gaynor, Attorney-In-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Matthew C. Gaynor, Kim D. Vasquez and/or Daniel Frazee**

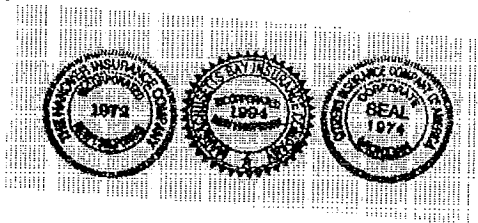
of **Santee, CA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **21st** day of **April 2011**.



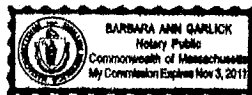
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
Robert Thomas, Vice President

*Mary Fitzgerald*  
Mary Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }  
COUNTY OF WORCESTER } ss.

On this **21st** day of **April 2011**, before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Garlick*  
Barbara A. Garlick, Notary Public  
My Commission Expires November 3, 2011

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **8th** day of **October, 2012**.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Glenn Margosian*  
Glenn Margosian, Vice President



**ACKNOWLEDGMENT**

State of California  
County of San Diego

On October 8, 2012 before me, Kathy Scheuerman, Notary Public  
(insert name and title of the officer)

personally appeared Matthew C. Gaynor  
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 Kathy Scheuerman (Seal)

ACKNOWLEDGMENT

State of California  
County of San Diego

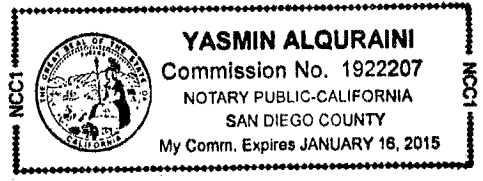
On November 4, 2012 before me, Yasmin AlQuraini, Notary Public  
(insert name and title of the officer)

personally appeared Moula Juhshan  
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 Yasmin AlQuraini (Seal)

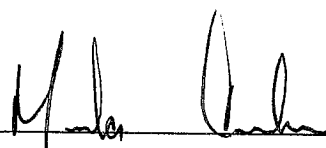


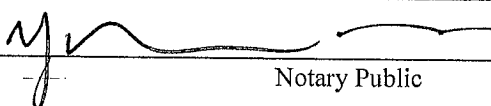
BIDDING DOCUMENTS

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

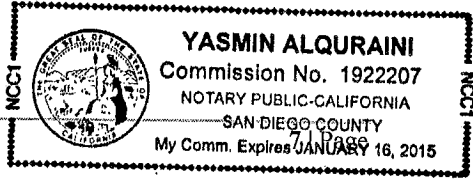
State of California )  
 )  
County of San Diego ) ss.

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

Signed:   
Title: President

Subscribed and sworn to before me this 6th day of March, 2012  
  
Notary Public

(SEAL)



# ACKNOWLEDGMENT

State of California  
County of San Diego

On November 6, 2012 before me, Yasmin Alquraini, Notary Public  
(insert name and title of the officer)

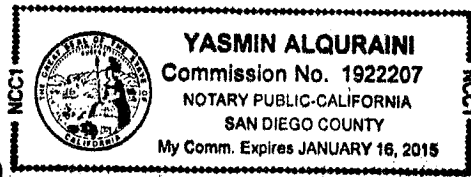
personally appeared Marla Juhoska  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

(Seal)



**BIDDING DOCUMENTS**

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past ten 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.

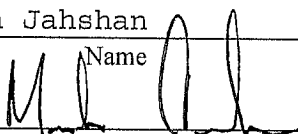
The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

The undersigned certifies that within the past ten 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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Contractor Name PAL General Engineering, Inc.

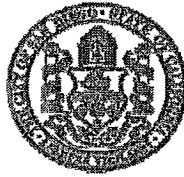
Certified By Marla Jahshan Title President

 Date 11/6/2012  
Name  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**BIDDING DOCUMENTS**

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION	
Company Name: PAL General Engineering Inc.	Contact Name: Marla Jahshan
Company Address: 5374 Eastgate Mall	Contact Phone: 8586387100
San Diego, CA 92121	Contact Email: info@palsd.com

CONTRACT INFORMATION	
Contract Title: Rose canyon & Barnett Sewer	Start Date:
Contract Number (if no number, state location): L-13-5603-DBB-2	End Date:

**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](http://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.

Marla Jahshan, President		11/6/2012
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY		
Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason:

(Rev 02/15/2011)

**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of ROSE CANYON AND BARNETT SEWER JUNCTION/DIVERSION STRUCTURES REHAB, 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 No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
<b>BASE BID</b>							
1	1	LS	237110	9-3.4	Mobilization	<del>                    </del>	\$ 5,255
2	1	LS	541380	500-3.1.1	Structure Cleaning & Inspection for Scoping Purposes including Initial Spark Test, All Structures	<del>                    </del>	\$ 20,100
3	1	LS	541380	500-2.10.2	Structure Final Testing including Spark & Pull, All Structures	<del>                    </del>	\$ 20,100
4	1	LS	237110	2-4.1	Bonds (Payment & Performance)	<del>                    </del>	\$ 6,000
5	1	LS	237310	7-10.2.7	Traffic Control	<del>                    </del>	\$ 14,966
6	1	LS	541330	7-10.2.7	Traffic Design	<del>                    </del>	\$ 2,550
7	300	SF	237110	500-2.10.2	Remove Existing Liner and Corroded Concrete and Prepare Concrete for Liner Installation, All Structures	\$ 120	\$ 36,000
8	25	CY	237110	303-1.11	Rebuild/Restore Concrete Surface prior to Lining up to 1" in Depth, All Structures	\$ 135	\$ 3,375
9	6	EA	237110	9-3.1	Replace Existing Rebar when more than 50% Diameter is Lost, All Structures	\$ 250	\$ 1,500
10	1000	SF	237110	500-2.10.2	Install Arrowlock Liner, All Structures	\$ 163	\$ 163,000
11	1	LS	237110	9-3.1	Replace Grating & Install Eyehook at Barnett Diversion Structure 1	<del>                    </del>	\$ 18,000
12	1	LS	237990	801-9.4	Water Pollution Control Program Implementation	<del>                    </del>	\$ 1,500

**BIDDING DOCUMENTS**

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
13	1	LS	541330	801-9.4	Water Pollution Control Program Development	<del>                    </del>	\$ 750
14	1	LS	237110	306-1.4.8.8	CCTV Pre and Post Construction, All Structures	<del>                    </del>	\$ 1,800
15	1	LS	541380	500-2.10	Specialty Liner Inspection	<del>                    </del>	\$ 12,500
16	1	AL	237110	9-4	Shift Cancellation / Reduction Allowance – Type I*	<del>                    </del>	\$30,000.00
17	1	AL	237110	9-3.5	Field Order Allowance - Type II	<del>                    </del>	\$20,000.00
<b>ESTIMATED TOTAL BASE BID</b>							<b>\$ 357,396.00</b>

\*The following rates/costs have been established for Bid Allowance Item 16 which is the City’s compensation amount for delays. For a Shift Cancellation, the City will compensate the Contractor in the amount of \$2,000.00 per occurrence. Any cancellation within 48 hours of a scheduled shift will result in a cancellation charge. A shift cancellation notice by the City prior to 48 hours of a scheduled shift will result in NO cancellation charge. For Shift Reduction, the City will compensate the Contractor in the amount of \$600.00 per hour on any reduced shift. Each complete working shift is set for a total of three (3) hours (plus and minus), and the Contractor should prepare the bid proposal based on a three hour shift (actual lining installation) for any working day.

TOTAL BID PRICE FOR BID (Items 1 through 17 inclusive) amount written in words:

Three hundred and fifty seven thousand three hundred and ninety six dollars and zero cents

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on this Bid form.

List the Addenda received and being acknowledged:   A  

If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, the Bid shall be rejected as being **non-responsive**.



**BIDDING DOCUMENTS**

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

Marla Jahshan, President

Abd Jahshan, Vice President

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**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.

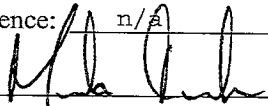
Bidder: PAL General Engineering, Inc.

Title: President

Business Address: 5374 Eastgate Mall San Diego, CA 92121

Place of Business: 5374 Eastgate Mall San Diego, CA 92121

Place of Residence: n/a

Signature: 

**NOTES:**

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- 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>Sancon Engineering, Inc.</u> Address: <u>5841 Engineer drive</u> City: <u>Huntington Beach</u> State: <u>CA</u> Zip: <u>92649</u> Phone: <u>714-891-2322</u>	<u>C</u>	items: <u>1-3, 7, 8-11,</u> <u>14</u>	<u>\$226,510</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
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        | 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      |

*0.6337  
DW*

**The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).**

**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: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
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	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

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

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

**The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).**