

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Damian Singleton - Contract Specialist, Email: DSingleton@sandiego.gov.
Phone No. (619) 533-3482, Fax No. (619) 533-3633
ASleiman/NB/RIR

CONTRACT DOCUMENTS



FOR

SLBE JOC PS13 RIGHT-OF-WAY

VOLUME 1 OF 2

BID NO.: _____ L-13-5885-JOC-2
SAP NO. (WBS/IO/CC): _____ 12001568
CLIENT DEPARTMENT: _____ 2112
COUNCIL DISTRICT: _____ City-Wide
PROJECT TYPE: _____ CA/JA

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
APRIL 3, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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



For City Engineer

2-21-13

Date

Seal:

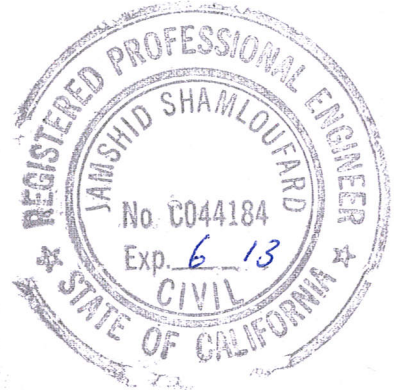


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A. For JOC Contracts Appendices will be included with each Task Order.	

CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's 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>.
2. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **SLBE JOC PS13 RIGHT-OF-WAY** (Project).
3. **DESCRIPTION OF WORK:** The scope of work includes a collection of detailed repair and construction tasks and specifications that have pre-established unit prices listed in a Unit Price Book (UPB) that was developed by the City. Work under this Contract will be performed for the City of San Diego on a per Task basis. Work will involve repair alteration modernization, maintenance, rehabilitation, reconstruction, or construction of City related facilities. Under this Contract, the Contractor furnishes all management, documentation, design and incidental drawings (as required), labor, materials and equipment needed to perform the Work for the Job Order Contract (JOC).
4. This Notice Inviting Bids is for a Job Order Contract, a competitively bid, firm, fixed priced, indefinite quantity contract. The UPB pricing incorporates the use of experienced labor, high quality materials, local activity, climate and geographic factors.
 - 4.1. The Work shall be performed in accordance with:
 - 4.1.1. JOC Task Order RFP and Scope of Work.
5. **EQUAL OPPORTUNITY**
 - 5.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:
 - D. **CITY'S EQUAL OPPORTUNITY COMMITMENT.**
 1. **Nondiscrimination in Contracting Ordinance.**
 1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

and may result in contract termination, debarment, or other sanctions.

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

6. SUBCONTRACTING PARTICIPATION PERCENTAGES:

- 6.1. The City incorporated voluntary subcontractor participation to enhance competition and maximize subcontracting opportunities as follows:
- 6.2. 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 the Contract is 10.0% unless specified otherwise by the Task Order RFP.
- 6.3. The Bidders are strongly encouraged to attend the Pre-Submittal Meeting to better understand the requirements of this contract.

7. PRE-BID MEETING:

- 7.1.** There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 92101 at **10:00 A.M., on March 14, 2013.**
- 7.2.** All potential bidders are encouraged to attend.
- 7.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

8. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 8.1.** **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>.

- 8.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

- 9. CONSTRUCTION COST:** The City's estimated total construction cost for this JOC contract is \$500,000.

- 10. LOCATION OF WORK:** The location of the Work is Citywide as specified in the Task Order document.

- 11. CONTRACT TIME:** The Contract Time for completion of the Work shall be 730 days. The JOC Task Order, Work shall be completed within the time, i.e., Working Days specified on the Task Order Notice to Proceed.

- 12. 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.

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

- CLASS A

- 13. JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, “Joint Venture Contractors” in The WHITEBOOK for details.
- 14. WAGE RATES:** Prevailing wages are not applicable to this contract unless specified in the RFP for each JOC Task Order.
- 15. INSURANCE REQUIREMENTS:**
 - 15.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award letter.
 - 15.2.** Refer to sections 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- 16. PREQUALIFICATION OF CONTRACTORS:**
 - 16.1.** Contractors submitting Bid or Proposal must be pre-qualified for the total amount proposed, inclusive of all alternate items or specified Task Order limits prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed **non-responsive** and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>
 - 16.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor’s SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
 - 16.3.** Potential bidders must be prequalified through the City’s Contractor Prequalification Program and receive a Maximum Bidding Capacity of half of the Maximum Contract Amount.
 - 16.4.** At no time can the cumulative total dollar value of the work awarded under Task Order authorizations to any individual Contractor exceed the limits for which the Contractor has been pre-qualified.
 - 16.5.** If the Contractor is at its total prequalification limit with active work, the Contractor will not be eligible to compete for or be awarded a new Task Order authorization until they have completed and closed the prior Task Order(s), thus reducing the active total dollar value by a margin necessary to be able to compete for or be awarded a new Task authorization within their pre-qualified limit. The contractor may request that their prequalification limit be re-evaluated during the term of the contract.

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

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

18. **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.
19. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitations to Bid 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 Invitations to Bid shall be the sole responsibility of each bidder. The Invitations to Bid creates or imposes no obligation upon the City to enter a contract.
20. **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., JOC in the Contract Documents.
21. **SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-1.6, “Trade Names or Equals” in The WHITEBOOK and as amended in the SSP.
22. **AWARD PROCESS:**
- 22.1. The Award of this contract is contingent upon the Contractor’s compliance with all conditions precedent to Award.

- 22.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 22.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
23. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
24. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
25. **QUESTIONS:**
- 25.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
- 25.2. Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- 25.3. 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.
- 25.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
26. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
27. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and

submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.

28. 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.

28.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.

28.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

28.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

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

29. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):

29.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

29.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

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

30. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 30.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 30.2.** For Design-Build contracts, the award may not be solely based on price. Refer to the RFP for the selection and award details.
- 30.3.** Bidders shall complete the entire Bid schedule (also referred to as “schedule of prices” or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 30.4.** 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.
- 30.5.** 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.
- 30.6.** A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written “Notice of Intent to Protest” including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City’s announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, “Protests of Contract Award.”
- 30.7.** 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.
- 30.8.** Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 30.9.** 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 that will be disclosed in the Volume 2 of 2 (or RFP for the Design-Build contracts).

31. BID RESULTS:

- 31.1.** 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-responsible, a public announcement will be posted in the City's web page: <http://www.sandiego.gov/bids-contracts/>, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).
- 31.2.** To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

32. THE CONTRACT:

- 32.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 32.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 32.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 32.4.** 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 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 32.5.** The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition

precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 33. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the JOC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid or JOC 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.
- 34. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 34.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 34.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 34.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 34.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 34.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 34.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 34.7.** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.
- 35. PRE-AWARD ACTIVITIES:**
- 35.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
- 35.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

36. UNIT PRICE BOOK (UPB):

- 36.1.** The UPB for the duration of this Job Order Contract (JOC) has been developed by the City and incorporated into the Contract Documents. The Contractor shall use the City provided form for bidding purposes.
- 36.2.** Prices in the UPB are firm for the entire term of the Contract including Change Orders executed after Contract expiration.

37. BID PRICE SUBMITTAL: Each Bidder shall submit 3 Adjustment Factors on the Price Proposal Forms (Volume 2) which shall apply to Pre-priced and Non-pre-priced work items as follows:

- 37.1.** Adjustment Factor #1 (AF1): The first Adjustment Factor will be applied to all work items that are constructed during Normal Working Hours (NWH).
- 37.2.** Adjustment Factor #2 (AF2): The second Adjustment Factor will be applied to all work items that are constructed during Other than Normal Working Hours (ONWH).
- 37.3.** Adjustment Factor #3 (AF3): The third Adjustment Factor will be applied to all work items that are subject to State or Federal prevailing wages, whichever is higher.
- 37.4.** The Adjustment Factors shall be specified to the fourth decimal place (e.g., 1.1234). Failure to express adjustment factors to the fourth decimal place will result in the Bid as being **non-responsive** and ineligible for further consideration.
- 37.5.** The Bidder with the lowest Composite Adjustment Factor (CAF) that meets all of the bid requirements will be considered the Apparent Low Bidder. The Composite Adjustment Factor will be calculated using the following formula:

$$\text{CAF} = (\text{AF1} \times 0.75) + (\text{AF2} \times 0.15) + (\text{AF3} \times 0.10)$$

- 37.6.** The calculation used above is not a forecast of the portions of Normal Working Hour or Other than Normal Working Hour work that will be assigned to a JOC contract.
- 37.7.** The Bidder's Adjustment Factors shall include allowances for all costs associated with and incidental to either self-performed or subcontracted Work in accordance with 2-6, "WORK TO BE DONE." Examples of costs included in the Bidder's Adjustment Factors as follows:
 - 37.7.1.** Overhead, profit, bond premiums, insurance, mobilization, the cost of doing business in and for the City Preparation of all required forms, reports, or documents.
 - 37.7.2.** Preparation of all required forms, reports, or documents.
 - 37.7.3.** Attendance at Site, Contract, or Project meetings for all staff whether Contractor, Subcontractor, Supplier, or truckers.
 - 37.7.4.** Compliance with laws.
 - 37.7.5.** Costs to prepare estimates, proposals, submittals, and Shop Drawings.

- 37.7.6. Purchase and review of Unit Price Books, UPB software, or both, code books, The GREENBOOK, The WHITEBOOK, and any other codes or manuals referenced in the Contract Documents.
 - 37.7.7. Labor not directly related to construction such as foreman, superintendent, office staff, safety staff, estimation staff, and project management staff.
 - 37.7.8. Review Contract and Task Order documents, order materials prepare submittals, and prepare, negotiate, and finalize proposals.
 - 37.7.9. Site visits to collect information, daily Site cleanup and protection.
 - 37.7.10. Public information or public interface.
 - 37.7.11. Other costs not directly related to installation or construction of a Task Order line item.
- 37.8. No allowance or payment will be made later for any prices other than UPB or NPP Item unit prices.
38. **PRICE ADJUSTMENT:** The Adjustment Factors shall be firm for 2 years (730 days) from the Contract Award Date. In preparing a Task Order Proposal, the Contractor shall use the R.S. Means quarterly prices in effect on the date that the Task Order RFP is issued or the City provided UPB in the RFP. Once a particular Task Order has been approved and issued to the Contractor for performance there will not be any price adjustments considered for the completion of the Task Order.
39. **CONTRACT PROCEDURE AND TERMS:**
- 39.1. JOC Contracts are indefinite in quantity and scope at the time of bid. Task Orders will be assigned or issued as the need arises for the Work. The work items in the UPB with pre-established pricing are called Pre-Priced Items. Task Orders may also include Non-prepriced Items that are not included in the UPB. The Contractor will be required to obtain at least 2 competitive quotes from outside sources for all Non-prepriced Items.
 - 39.2. If awarded, the City guarantees the Contractor a minimum value of total work (Minimum Contract Amount) worth \$10,000 up to a potential maximum value of total work (Maximum Contract Amount) worth \$500,000. The term of the Contract is 24 months or the expenditure of the \$500,000 maximum contract amount, whichever comes first. Task Assignment: As the need for work arises, the City will assign Task Orders (Projects) by transmitting a Task Order Scope of Work, scheduling a Joint Scope Meeting at the site and issuing the Contractor a Request for Proposal (RFP) for the Task Order. Once a Task is assigned to a JOC Contract, the JOC Contractor will be required to submit a Task Order proposal and meet all deadlines and timelines established in the contract documents.

- 39.3.** Task Order Proposal: The Contractor shall then develop an estimate for the Task Order scope of work using appropriate PP and NPP Items, prepare a proposal, reports, or both in an electronic format as directed by the City, and submit the Proposal to the City Project Manager within 14 days or less as established in the RFP for the Task Order. Upon receipt of the Contractor’s proposal, the City will evaluate the Proposal against the City’s estimate of costs for the scope of work. If the Contractor’s Proposal is deemed acceptable, the City may issue a Task Order by issuing NTP at the agreed-upon price. If the City does not accept the Proposal, the City and the Contractor may negotiate the proposal until an agreement is reached or the City issues the Task Order.
- 39.4.** Task Order Price: Task Order prices are calculated by selecting applicable construction items from the UPB and multiplying the prices for those construction items by the appropriate quantities and Adjustment Factors in affect as of the date of the RFP. For construction items not included in the UPB, the JOC Contractor will obtain 2 competitive quotes for the installed price from outside vendors, suppliers or subcontractors and multiply the lowest quote by the appropriate Adjustment factors. The competitive quotes will include labor, material, equipment, and services to install startup and test the item. Competitive quotes are deemed to be valid for 6 months from the time they are received by the City. The City may obtain additional quotes from outside sources for comparison and may use those quotes as a basis for payment. The sum of the appropriate Pre-priced and Non-prepriced Construction Items multiplied by the appropriate quantities and applicable Adjustment Factor will establish a firm, fixed price for the Task Order. The Contractor will be required to apply the appropriate and actual construction line items and quantities required in the Task Order Scope of Work.
- 39.5.** Task Order Modifications: Line items and quantities for unforeseen conditions and changes in the work may be requested through a Task Order Modification only if it is determined during construction that the additional quantities are actually required to complete the Task Order. The City may issue Task Order Modifications for scope changes and to claim credit for items not actually installed, completed, or cancelled.

40. REQUIRED DOCUMENT SCHEDULE:

- 40.1.** The Bidder’s attention is directed to the City’s Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.
- 40.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City’s web site at:

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
5.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
6.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License
7.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS
AGREEMENT

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and TRANSTAR PIPELINE, INC., herein called "Contractor" for SLBE JOC PS13 RIGHT-OF-WAY ; Bid No. L-13-5885-JOC-2 for a Composite Adjustment Factor of comprised of AF#1 0.9750, AF#2 0.9950 and AF#3 1.0150.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled SLBE JOC PS13 Right-of-Way, on file in the office of the Public Works Department as Document No. 12001568, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner SLBE JOC PS13 RIGHT-OF-WAY, Bid Number L-13-5885-JOC-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 the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

AGREEMENT

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By Tony Heinrichs

By Pedro De Lara, Jr.

Print Name: _____
Mayor or designee

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

Date: 9/30/13

Date: 9/30/13

CONTRACTOR

By Cynthia S. Brito

Print Name: Cynthia S. Brito

Title: President

Date: 4/17/13

City of San Diego License No.: B1996008928

State Contractor's License No.: 724178

**CONTRACT/AGREEMENT
ATTACHMENTS**

CONTRACT ATTACHMENT
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

TRANSTAR PIPELINE, INC, a corporation, as principal, and
NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation authorized to do business
in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and
severally, to The City of San Diego a municipal corporation in the sum of
TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$250,000.00) for the faithful
performance of the annexed contract, and in the sum of TWO HUNDRED FIFTY THOUSAND
DOLLARS AND 00/100 (\$250,000.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract SLBE JOC PS13 RIGHT-OF-WAY, Bid Number L-13-5885-JOC-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 ATTACHMENT (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated APRIL 16, 2013

Approved as to Form and Legality

TRANSTAR PIPELINE, INC.

Principal

By Cynthia S. Beito

Cynthia S. Beito
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By Pedro R. Tan, Jr.
Deputy City Attorney

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

Surety

By Glenda J. Gardner
GLENDA J. GARDNER, Attorney-in-fact

Approved:

601 HUTTON CENTRE DRIVE, SUITE 850

Local Address of Surety

By Tommy Heinrichs
Mayor or Designee

SANTA ANA, CA 92707

Local Address (City, State) of Surety

714/500-7799

Local Telephone No. of Surety

**Premium Is For Contract Term
And Is Subject To Adjustment
Based On Final Contract Price**

Premium \$ 5,320.00

Bond No. 2153999

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO }

On 4/16/2013 before me, MICHELLE M. BASUIL, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared GLEND A J. GARDNER
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature Michelle M. Basuil
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

Document Date: 4/16/2013 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: GLEND A J. GARDNER

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

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


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

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


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

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



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



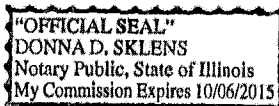
By 
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

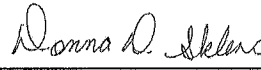
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10th day of December, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

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




Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of APRIL, 2013.


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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: SLBE JOC PS13 RIGHT-OF-WAY

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

Transstar Pipeline, 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 Cynthia S. Brito

Printed Name Cynthia S. Brito

Title President

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: SLBE JOC PS13 RIGHT-OF-WAY

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

Teaustar Pipeline, 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

Cynthia S. Beito

Printed Name

Cynthia S. Beito

Title

President

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: SLBE JOC PS13 RIGHT-OF-WAY

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

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

Dated this 17th Day of April, 2013.

Signed Cynthia S. Brito

Printed Name Cynthia S. Brito

Title President

AFFIDAVIT OF DISPOSAL

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

SLBE JOC PS13 RIGHT-OF-WAY

(Name of Task)

as particularly described in said contract and identified as Bid No. **L-13-5885-JOC-2**; SAP No. (WBS/IO/CC) **12001568**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

Contractor
by

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for _____, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

Material Description:

Manufacturer: _____
Model: _____
Serial Number (if applicable) _____
Quantity to be supplied: _____
Remarks: _____

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

City of San Diego
Engineering and Capital Projects, Field Division

NOTICE OF MATERIALS TO BE USED

To: _____ Date: _____, 20__
 Resident Engineer

You are hereby notified that the materials required for use under Contract No. _____
 for construction of _____
 _____,
 in the City of San Diego, will be obtained from sources herein designated.

CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Yours truly,

 Signature of Supplier

 Address

Phone Number: _____

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

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

2-14.2 Integration of the Work with Separate Contractors. To the City Supplements, ADD the following:

Task Order documents will include, if any, integration of work.

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

Other adjacent City project(s) is(are) may be scheduled for construction for the same time period in the vicinity of a Task Order. The Work shall be coordinated with the adjacent project(s) as listed in the Task Order documents

SECTION 4 - CONTROL OF MATERIALS

4-1.3.2 Inspection of Materials Not Locally Produced. ADD the following:

The Engineer will perform inspection of out-of-town manufacturer for the items of Work specified here:

Refer to the Task Order documents

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

Refer to the Task Order documents

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

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 5 Working Days after** issuing the Task Order Notice To Proceed on a City form when provided by the City.

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK

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

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed in the RFP for JOC contract.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a

material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer’s Estimate is \$5000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer’s Estimate is less than \$5000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

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

7-3.5.1.3 Project General Aggregate Limit.

The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments

which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

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

7-4.1.1 Waiver of Subrogation.

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

7-5 PERMITS, FEES, AND NOTICES. To the City Supplements, ADD the following:

The City will obtain, at no cost to the Contractor; the following permits:

Refer to Task Order Documents

7-8.6 Water Pollution Control. ADD the following: Refer to Task Order documents

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

Engineered "D" size TCP are required for the following areas:

Refer to Task Order documents

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9- MEASUREMENT AND PAYMENT

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

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

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

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

SECTION 212- LANDSCAPE AND IRRIGATION MATERIALS

ADD 212-4 BIORETENTION SOIL MEDIA (BSM).

212-4.1 General. Bioretention Soil Media (BSM) is mixed sand, consisting of natural or manufactured granular material, and compost. BSM consists of 70% washed sand and 30% compost on a volume basis, with a minimum percolation rate of 5 in/hr. The BSM shall be mixed at the plant site prior to delivery.

212-4.1.1 Sand for Bioretention Soil Media. The sand shall meet ASTM C33 and the gradation as shown in Table 212-4.1.1. The sand shall be thoroughly washed to remove fines, dust, and deleterious materials prior to delivery.

Table 212-4.1.1 Washed Sand (70%)

Sieve Size	Percent Passing
3/8 inch	100
No. 4	60 - 100
No.10	40 - 100
No. 40	15 - 50
No. 200	0 - 5

Coefficient of Uniformity (Cu = D60/D10) equal to or greater than 4

212-4.1.2 Compost. Compost shall be certified by the U.S. Composting Council’s Seal of Testing Assurance Program or an approved equal. Compost shall make up no more than 30% of the BSM, less than 1% inert material and shall comply with the following requirements:

1. Organic Material Content shall be 30% to 40% by dry weight.
2. pH shall be between 6.0 and 7.5.
3. Maturity (seed emergence and seedling vigor): greater than 80%.
4. Stability (Carbon Dioxide evolution rate): greater than 80%.
5. Moisture: 30%-60% wet weight basis.

6. Select Pathogens: Pass US EPA Class A standard, 40 CFR Section 503.32(a).
7. Trace Metals: Pass US EPA Class A standard, 40 CFR Section 503.13, Tables 1 and 3.

Finished compost shall be screened through a ½ inch mesh.

212-4.2 Agricultural Suitability. The Contractor shall submit the source and location of BSM, a physical sample, and accompanying and current test results by a third party independent agronomic laboratory reflecting compliance with Contract Documents to the Engineer at least 30 days prior to ordering materials.

No planting shall begin until test results confirm the agricultural suitability of the BSM. The Contractor shall submit a written request for approval which shall be accompanied by written analysis results from a written report of a testing agency registered by the State for agricultural soil evaluation which indicates compliance which states that the tested material proposed source complies with these specifications. Third party independent laboratory tests shall be paid for by the Contractor.

The BSM shall be suitable to sustain the growth of the plants specified and shall conform to the following requirements:

- a) pH - 6.0 minimum to 7.5 maximum
- b) EC (electrical conductivity) – 3.0 maximum
- c) Organic Content (20-25% by Volume)

The test results shall show the following information:

- a) Date of Testing
- b) Project Name
- c) The Contractor's Name
- d) Source of Materials and Supplier's Name
- e) Estimate of Quantity Needed
- f) Soil Gradation
- g) Soil Permeability
- h) Toxic Elements
- i) pH
- j) EC
- k) Organic Content
- l) Recommendations for adding amendments, chemical corrections, or both.

BSM which requires amending to comply with these specifications shall be uniformly blended prior to importation. Once blended, the Contractor shall provide the Engineer with documentation showing the stockpile location and the quantity prepared of the amended BSM reserved for the Project. Third party independent laboratory test results reflecting compliance with above requirements shall be provided to the Engineer prior to the delivery of the BSM.

212-4.3 Delivery, Storage and Handling. Do not deliver or place soils in frozen, wet, or muddy conditions.

Protect soils and mixes from absorbing excess water and from erosion at all times. Do not store materials unprotected from large rainfall events. Do not allow excess water to enter site prior to compaction. If water is introduced into the material after grading, allow material to drain or aerate to optimum compaction moisture content.

SECTION 300- EARTHWORK

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

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

SECTION 302-ROADWAY CONSTRUCTION

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

302-3 **Preparatory Repair Work.**

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2” for Residential streets, and a minimum depth of 3” for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2” for residential streets, and a minimum of 3” for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10” below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, “Crushed Aggregate Base.”
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, “Crushed Miscellaneous Aggregate Base.” Prior to replacing asphalt, the area shall be cleaned by removing all loose and

damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."

6. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
7. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
8. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
9. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
 - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.

4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
9. Base repairs shall not exceed 20% RAP in content.

302-3.2

Payment.

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

302-5.1.1

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

302-5.1.2

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

SECTION 306-UNDERGROUND CONDUIT CONSTRUCTION

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

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	location	306-1.9.2-1
306-1.7.2.2	Permits	306-1.9.2-2
306-1.7.2.3	Submittals	306-1.9.2-3
306-1.7.2.4	Trenchless Construction	306-1.9.2-4
306-1.7.2.5	Payment	306-1.9.2-5
306-1.7.3.6	Private Pump Installation	306-1.9.2-6
306-1.7.3.7	Payment	306-1.9.2-7

306-1.1.1 General. ADD the following:

Build the Project in accordance with the water high lining phasing shown on the Plans and in phases as follows: refer to the Task Order documents.

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

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

SECTION 308 -LANDSCAPE AND IRRIGATION INSTALLATION

308-2.5 Bioretention Soil Media. Bioretention Soil Media shall be thorough mixed prior to delivery using mechanical mixing. BSM shall be lightly tamped by hand and placed in loose lifts no greater than 6” to ensure proper compaction. Compaction within the BSM area will not exceed 75% standard proctor within the designed depth of the BSM.

Machinery shall not be used in the bioretention facility to place the BSM A conveyor or spray system shall be used for media placement in large facilities.

308-4 **PLANTING.** To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
308-4.6	Ground Cover and Vine Planting.	308-4.7
308-4.7.2	Seed.	308-4.8.2
308-4.7.3	Sod.	308-4.8.3

308-7 **GUARANTEE.** To the City Supplement, DELETE in its entirety.

308-7 **Payment.** ADD the following:

Work related to tree maintenance shall be included in the Bid items as follows:

- Tree Trimming (EA)
- Root Pruning (EA)
- Root Barrier (EA)

308-8 **Payment.** To the City Supplement, DELETE in its entirety.

SECTION 701 – WATER POLLUTION CONTROL

701-11 **Post-Construction Requirements.** To the City Supplements second paragraph, ADD the following:

Comply with the following post-construction requirements:

Refer to the Task Oder documents.

SECTION 705 – WATER DISCHARGES

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

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

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

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 **Environmental Document.** Refer to the Task Order Documents for the City of San Diego Environmental Analysis Section (EAS) of the Development Services Department Environmental Document. You must comply with all requirements of the JOC Task Order environmental document.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

APPENDICES

For JOC Contracts Appendices will be included with each Task Order.

City of San Diego

CITY CONTACT: Damian Singleton - Contract Specialist, Email: DSingleton@sandiego.gov.
Phone No. (619) 533-3482, Fax No. (619) 533-3633

ADDENDUM "A"

FOR



SLBE JOC PS13 RIGHT-OF-WAY

BID NO.: L-13-5885-JOC-2
SAP NO. (WBS/IO/CC): 12001568
CLIENT DEPARTMENT: 2112
COUNCIL DISTRICT: City-Wide
PROJECT TYPE: CA/JA

BID DUE DATE:

**1:30 PM
APRIL 3, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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

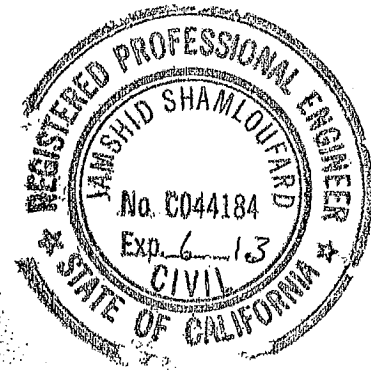


For City Engineer

3-21-13

Date

Seal:



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

1. To the Notice Inviting Bids, Item 37 – Bid Price Submittal, sub-item 37.7.1, page 16, **DELETE** in its entirety and **SUBSTITUTE** with the following:

 37.7.1 Overhead, profit, bond premiums, insurance, mobilization, and the cost of doing business in and for the City.
2. To the Supplementary Special Provisions Appendices, **ADD** Appendix A - Final City Unit Price Book (UPB) with pages 4 of 23 through 18 of 23 of this Addendum.
3. To the Supplementary Special Provisions Appendices, **ADD** Appendix B - JOC Task Proposal Form with pages 19 of 23 through 20 of 23 of this Addendum.

C. VOLUME 2

1. To Bidding Documents, Price Proposal Forms, pages 9 through 11, **DELETE** in their entirety and **SUBSTITUTE** with pages 21 of 23 through 23 of 23 of this Addendum.

Tony Heinrichs, Director
Public Works Department

Dated: *March 26, 2013*
San Diego, California

TH/nb/ds/rir

APPENDIX A
FINAL CITY UNIT PRICE BOOK (UPB)

I/We agree to the construction of Job Order Contract, for the construction of **SLBE JOC PS13 Right-of-Way** Projects at various locations for the City of San Diego, in accordance with these contract documents for the prices listed below multiplied by the Adjustment Factor (AF):

BASE BID

Item	Unit	NAICS	Payment Reference	Description		Unit Price	Unit Price for Trench Depths Up to 10 Feet Multiplied by AF	Unit Price for Trench Depths 10 to 15 Feet Multiplied by AF	Unit Price for Trench Depths 15 to 20 Feet Multiplied by AF	Unit Price for Trench Depths Greater than 20 Feet
1	AL	237110	7-5.3	CalTrans Encroachment Permit -Type I Allowance	General	\$2,000				
2	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	General	\$1,000				
3	LS	237110	7-16.3	Community Liaison	General	\$30,000				
4	LS	237110	9-3.4.1	Mobilization	General	\$20,000				
5	AL	237110	9-3.5	Field Orders -Type II Allowance	General	\$50,000				
6	LF	238910	300-1.4	Removal and Disposal of Existing Railroad Tracks	General	\$100				
7	LS	237110	306-5.3	Abandonment of Conduits and Structures	General	\$10,000				
8	CY	237110	306-1.2.1.1	Additional Bedding	General	\$20				
9	TON	237110	306-1.6	Imported Backfill	General	\$30				
10	LF	237110	306-9.7	Televising Sewer Mains & Storm Drains For Acceptance	General	\$3				
11	LF	237110	306-9.7	Cleaning & Televising of Existing Sewer Mains & Storm Drains	General	\$2				
12	TON	237110	306-1.5.1	Temporary Resurfacing	General	\$100				
13	LS	238390	700-2.15	Clearing and Grubbing	General	\$25,000				

14	LS	238390	700-2.15	Clearing and Grubbing	General	\$8,000				
15	LS	237990	700-2.15	Construction Fencing and Access Route	General	\$60,000				
16	LS	561730	700-2.15	Revegetation and Erosion Control	General	\$15,000				
17	LS	541330	700-2.15	Monitoring and Reporting	General	\$15,000				
18	LS	541330	700-2.15	Revegetation Maintenance and Monitoring Program	General	\$10,000				
19	LS	541330	701-13.9.5	Water Pollution Control Program Development	General	\$5,000				
20	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	General	\$10,000				
21	LS	238990	703-16	Preparation of Hazardous Waste Management Plan and Reporting	General	\$3,000				
22	TON	238990	703-16	Monitoring, Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil	General	\$50				
23	TON	238990	703-16	Loading, Transportation, and Disposal of Petroleum Contaminated Soil	General	\$100				
24	DAYS	541330	707-1	Suspension of Work - Resources	General	\$50				
25	LF	541330	707-2	Archeological and Native American Monitoring Program	General	\$6				
26	LF	541330	707-3	Paleontological Monitoring Program	General	\$3				
27	AL	541330	707-4	Archeological and Native American Mitigation and Curation	General	\$10,000				
28	CY	541330	707-5	Paleontological Mitigation and Excavation	General	\$100				
29	LF	237110	707-6	Handling and Disposal of Non-friable Asbestos Material	General	\$30				
30	EA	541370	309-4	Survey Monuments	General	\$700				
31	EA	237310	303-1.11	Cutoff Wall	General	\$2,000				
32	LS	237110	306-1.1.6	Trench Shoring	General		\$13,333	\$16,000	\$18,000	\$20,000

33	LF	237110	303-5.9	Curb & Gutter (Type G, SDRSD G-2)	General	\$32				
34	LF	237110	303-5.9	Curb & Gutter- Rolled	General	\$33				
35	EA	237110	303-5.9	Gravity Retaining wall - Concrete (TYPE A, SDRSD C-9)	General		\$200	\$240	\$270	\$300
36	EA	237110	303-5.9	Gravity Retaining wall - Concrete (TYPE B, SDRSD C-9)	General		\$400	\$480	\$540	\$600
37	EA	237110	303-5.9	Gravity Retaining Wall- Concrete (TYPE C, SDRSD C-9)	General		\$500	\$600	\$675	\$750
38	CY	237310	300-1.4	Additional Pavement Removal & Disposal	Paving	\$80				
39	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (0-1.5")	Paving	\$2				
40	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (> 1.5" - 3")	Paving	\$4				
41	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (> 3")	Paving	\$5				
42	LF	237310	302-1.12	Removal of Humps & Pavement Irregularities	Paving	\$50				
43	SF	237310	302-4.11.3	Rubberized Emulsion-Aggregate Slurry Seal Type II and Striping	Paving	\$2				
44	TON	237310	302-3.2	AC Patching for Slurry Seal	Paving	\$300				
45	LS	237310	2-4.1	Bond for Slurry Seal	Paving	\$700				
46	SF	237310	302-3.2	Damaged AC Pavement Replacement	Paving	\$10				
47	SF	237310	302-5.2.1	Pavement Restoraion Adjacent to Trench	Paving	\$8				
48	TON	237310	302-5.9	1-1/2 Inch Asphalt Concrete Overlay and Striping	Paving	\$100				
49	TON	237310	302-1.12	Road Hump Replacement	Paving	\$300				
50	CY	237310	302-6.8	Concrete Pavement	Paving	\$8				
51	SF	237310	302-6.8	Bus Stop Pad	Paving	\$10				

52	LS	237310	302-6.8	Thickened AC Section for Bus Stop	Paving	\$2,400				
53	SY	237310	302-7.4	Pavement Fabric	Paving	\$10				
54	LB	237310	302-14.5	Crack Seal	Paving	\$7				
55	SF	237310	303-5.9	Alley Apron	Paving	\$9				
56	SF	237110	302-5.2.1	Pavement Restoration Adjacent to Trench	Paving	\$8				
57	CY	237310	303-8.9	Pervious Concrete	Paving	\$720				
58	EA	237310	303-5.9	Contractor Date Stamp and Impressions	Pedestrian	\$100				
59	SF	237310	303-5.9	Cross Gutter	Pedestrian	\$8				
60	LF	237310	303-5.9	Additional Curb and Gutter	Pedestrian	\$30				
61	SF	237310	303-5.9	Remove and Replace Existing Sidewalk (SDRSD G-7)	Pedestrian	\$7				
62	SF	237310	303-5.9	Additional Sidewalk Removal and Replacement	Pedestrian	\$6				
63	EA	237310	303-5.10.2	Curb Ramp Type A w/ Stainless Steel Detectable Warning Tiles	Pedestrian	\$2,300				
64	EA	237310	303-5.10.2	Curb Ramp Type B w/ Stainless Steel Detectable Warning Tiles	Pedestrian	\$2,300				
65	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Stainless Steel Detectable Warning Tiles	Pedestrian	\$2,200				
66	EA	237310	303-5.10.2	Curb Ramp Type C2 w/ Stainless Steel Detectable Warning Tiles	Pedestrian	\$2,200				
67	EA	237310	303-5.10.2	Curb Ramp Type D w/ Stainless Steel Detectable Warning Tiles	Pedestrian	\$2,000				
68	EA	237310	303-5.10.2	Curb Ramp Type D w/ Modified D-Transitional Steel Plate at Level Area Detectable Warning Tiles	Pedestrian	\$2,000				
69	EA	237310	303-5.10.2	Curb Ramp Type A w/ Composite Detectable Warning Tiles	Pedestrian	\$1,900				

70	EA	237310	303-5.10.2	Curb Ramp Type B w/ Composite Detectable Warning Tiles	Pedestrian	\$1,900				
71	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Composite Detectable Warning Tiles	Pedestrian	\$2,200				
72	EA	237310	303-5.10.2	Curb Ramp Type C2 w/ Composite Detectable Warning Tiles	Pedestrian	\$2,000				
73	EA	237310	303-5.10.2	Curb Ramp Type D w/ Composite Detectable Warning Tiles	Pedestrian	\$1,700				
74	EA	237310	303-5.10.2	Modify Curb Ramp per Standard Drawings	Pedestrian	\$2,500				
75	CY	237310	303-7.5	Colored Concrete	Pedestrian	\$600				
76	LS	541330	7-10.2.6	Traffic Control Design	Traffic	\$5,000				
77	LS	237310	7-10.2.6	Traffic Control	Traffic	\$15,000				
78	LS	237310	7-10.2.7	Flashing Arrow Boards	Traffic	\$5,000				
79	AL	237310	7-10.6.3	Portable Changeable Message Signs (PCMS)	Traffic	\$5,000				
80	EA	238210	302-1.12	Traffic Detector Loop Replacement	Traffic	\$600				
81	EA	238210	9-3.1	Remove and Relocate Existing Traffic Sign	Traffic	\$300				
82	EA	237110	306-1.6	Concrete Lug, D-63	Storm Drain		\$450	\$540	\$608	\$675
83	LS	237110	306-1.6	Sidewalk Underdrain Pipe (3" to 6" Diameter), D-27 up at	Storm Drain		\$100	\$100	\$100	\$100
84	LF	237110	306-1.6	18" HDPE Storm Drain	Storm Drain		\$180	\$216	\$243	\$270
85	LF	237110	306-1.6	18" RCP Storm Drain	Storm Drain		\$240	\$288	\$324	\$360
86	LF	237110	306-1.6	24" HDPE Storm Drain at	Storm Drain		\$180	\$216	\$243	\$270
87	LF	237110	306-1.6	24" RCP Storm Drain at	Storm Drain		\$280	\$336	\$378	\$420
88	LF	237110	306-1.6	30" RCP Storm Drain at	Storm Drain		\$400	\$480	\$540	\$600

89	LF	237110	306-1.6	36" RCP Storm Drain at	Storm Drain		\$300	\$360	\$405	\$450
90	LF	237110	306-1.6	42" RCP Storm Drain at	Storm Drain		\$350	\$420	\$473	\$525
91	LF	237110	306-1.6	48" RCP Storm Drain at	Storm Drain		\$400	\$480	\$540	\$600
92	LF	237110	306-1.6	8" HDPE Underdrain	Storm Drain		\$19	\$22	\$25	\$28
93	LF	237110	306-1.6	Removal and Disposal of Asbestos E81 Cement Pipe (up to 48" in diameter)	Storm Drain		\$50	\$60	\$68	\$75
94	EA	237310	301-1.7	Adjusting Existing Manhole Frame & Cover to Grade	Sewer		\$500	\$600	\$675	\$750
95	EA	237110	306-1.6	6 -Inch Sewer Main Cleanout	Sewer		\$2,000	\$2,400	\$2,700	\$3,000
96	LF	237110	306-1.6	8 -Inch Sewer Main	Sewer		\$70	\$84	\$95	\$105
97	LF	237110	306-1.6	10 -Inch Sewer Main	Sewer		\$150	\$180	\$203	\$225
98	LF	237110	306-1.6	12 -Inch Sewer Main	Sewer		\$160	\$192	\$216	\$240
99	LF	237110	306-1.6	15 -Inch Sewer Main	Sewer		\$200	\$240	\$270	\$300
100	LF	237110	306-1.6	8 -Inch Sewer Main, Special Strength SDR-26	Sewer		\$85	\$102	\$115	\$128
101	LF	237110	306-1.6	10 -Inch Sewer Main, Special Strength SDR-26	Sewer		\$150	\$180	\$203	\$225
102	LF	237110	306-1.6	12 -Inch Sewer Main, Special Strength SDR-26	Sewer		\$170	\$204	\$230	\$255
103	LF	237110	306-1.6	15 -Inch Sewer Main, Special Strength SDR-26	Sewer		\$250	\$300	\$338	\$375
104	EA	237110	306-1.9.1	4 -Inch Sewer Lateral & Cleanout (Street)	Sewer		\$1,500	\$1,800	\$2,025	\$2,250
105	EA	237110	306-1.9.1	6 -Inch Sewer Lateral & Cleanout (Street)	Sewer		\$2,000	\$2,400	\$2,700	\$3,000
106	EA	237110	306-1.9.1	4 -Inch Sewer Lateral & Cleanout (Alley)	Sewer		\$1,000	\$1,200	\$1,350	\$1,500

107	EA	237110	306-1.9.1	6 -Inch Sewer Lateral & Cleanout (Alley)	Sewer		\$1,500	\$1,800	\$2,025	\$2,250
108	EA	237110	306-1.9.1	Sewer Lateral Connection	Sewer		\$1,000	\$1,200	\$1,350	\$1,500
109	EA	237110	306-1.9.1	Pressurized Sewer Lateral Connection	Sewer		\$10,000	\$12,000	\$13,500	\$15,000
110	EA	237110	306-1.9.1	2 -Inch Sewer Lateral with Backwater Device Assembly	Sewer		\$16,000	\$19,200	\$21,600	\$24,000
111	EA	237110	306-1.9.1	4 -Inch Sewer Lateral with Backwater Device Assembly	Sewer		\$18,000	\$21,600	\$24,300	\$27,000
112	EA	237110	306-1.9.2.5	2-Inch Sewer Lateral with Private Replumbing	Sewer		\$8,000	\$9,600	\$10,800	\$12,000
113	EA	237110	306-1.9.2.5	4-Inch Sewer Lateral with Private Replumbing	Sewer		\$9,000	\$10,800	\$12,150	\$13,500
114	EA	237110	306-1.9.2.5	2-Inch Trenchless Method For Private Replumbing	Sewer		\$8,000	\$9,600	\$10,800	\$12,000
115	EA	237110	306-1.9.2.5	4-Inch Trenchless Method For Private Replumbing	Sewer		\$10,000	\$12,000	\$13,500	\$15,000
116	EA	237110	306-1.9.3.7	Private Pump System	Sewer		\$20,000	\$24,000	\$27,000	\$30,000
117	EA	237110	306-1.9.3.7	Extended Warranty for Private Pumps	Sewer		\$1,000	\$1,000	\$1,000	\$1,000
118	EA	237110	306-1.9.3.7	Pump Compensation	Sewer		\$6,000	\$6,000	\$6,000	\$6,000
119	EA	237110	306-1.8.6	Manholes (4x3)	Sewer		\$4,500	\$5,400	\$6,075	\$6,750
120	EA	237110	306-1.8.6	Manholes (4x3), PVC Lined	Sewer		\$10,000	\$12,000	\$13,500	\$15,000
121	EA	237110	306-1.8.6	Manholes (5x3)	Sewer		\$5,000	\$6,000	\$6,750	\$7,500
122	EA	237110	306-1.8.6	Manholes (5x3), PVC Lined	Sewer		\$15,000	\$18,000	\$20,250	\$22,500
123	EA	237110	306-1.8.6	Junction Structure Ex Manhole, PVC Lined	Sewer		\$94,000	\$94,000	\$94,000	\$94,000
124	EA	237110	306-1.8.6	Connection to Existing Manhole and Rechanneling.	Sewer		\$3,000	\$3,600	\$4,050	\$4,500
125	EA	237110	306-1.8.6	Remove Drop Manhole Assembly	Sewer		\$1,000	\$1,000	\$1,000	\$1,000

126	LF	237110	306-3.9	___ Inch Sewer by Tunneling in ___ Inch Steel Casing	Sewer		\$2,000	\$2,400	\$2,700	\$3,000
127	EA	237110	306-5.3	Abandon and Fill Cleanout With PCC	Sewer		\$870	\$870	\$870	\$870
128	EA	237110	306-5.3	Abandon Existing Manhole Outside of Canyon	Sewer		\$3,852	\$3,852	\$3,852	\$3,852
129	EA	237110	306-5.3	Abandon Existing Manhole Outside of Trench	Sewer		\$2,056	\$2,056	\$2,056	\$2,056
130	LF	237110	306-5.3	Abandon and Fill Existing 6 -Inch Sewer Main Outside of Trench Limit	Sewer		\$12	\$12	\$12	\$12
131	LF	237110	306-5.3	Abandon and Fill Existing 8 -Inch Sewer Main Outside of Trench Limit	Sewer		\$12	\$12	\$12	\$12
132	LF	237110	306-5.3	Abandon and Fill Existing 10 -Inch Sewer Main Outside of Trench Limit	Sewer		\$12	\$12	\$12	\$12
133	LF	237110	306-5.3	Abandon and Fill Existing Above 12 - Inch Sewer Main Outside of Trench Limit	Sewer		\$15	\$15	\$15	\$15
134	LS	237110	306-5.3	Abandon Existing Sewer Mains Outside of Trench Limit	Sewer		\$3,000	\$3,000	\$3,000	\$3,000
135	EA	237110	500-1.1.9	Lateral Launch Video	Sewer		\$75	\$75	\$75	\$75
136	LF	237110	500-1.1.9	Rehabilitate 6 -Inch Sewer Main	Sewer		\$50	\$60	\$68	\$75
137	LF	237110	500-1.1.9	Rehabilitate 8 -Inch Sewer Main	Sewer		\$50	\$60	\$68	\$75
138	LF	237110	500-1.1.9	Rehabilitate 10 -Inch Sewer Main	Sewer		\$100	\$120	\$135	\$150
139	LF	237110	500-1.1.9	Rehabilitate 12 -Inch Sewer Main	Sewer		\$150	\$180	\$203	\$225
140	LF	237110	500-1.1.9	Rehabilitate 15 -Inch Sewer Main	Sewer		\$200	\$240	\$270	\$300
141	EA	237110	500-1.2.7	Point Repair for Existing 6 -Inch Sewer Main	Sewer		\$3,000	\$3,600	\$4,050	\$4,500
142	EA	237110	500-1.2.7	Point Repair for Existing 8 -Inch Sewer Main	Sewer		\$3,000	\$3,600	\$4,050	\$4,500
143	EA	237110	500-1.2.7	Point Repair for Existing 10 -Inch Sewer Main	Sewer		\$3,000	\$3,600	\$4,050	\$4,500
144	EA	237110	500-1.2.7	Point Repair for Existing 12 -Inch Sewer Main	Sewer		\$3,000	\$3,600	\$4,050	\$4,500

145	EA	237110	500-1.2.7	Point Repair for Existing 15 -Inch Sewer Main	Sewer		\$3,000	\$3,600	\$4,050	\$4,500
146	LF	237110	500-1.2.7	Additional Point Repair for Existing 6-Inch Sewer Main	Sewer		\$130	\$156	\$176	\$195
147	LF	237110	500-1.2.7	Additional Point Repair for Existing 8-Inch Sewer Main	Sewer		\$140	\$168	\$189	\$210
148	LF	237110	500-1.2.7	Additional Point Repair for Existing 10 -Inch Sewer Main	Sewer		\$150	\$180	\$203	\$225
149	LF	237110	500-1.2.7	Additional Point Repair for Existing 12 -Inch Sewer Main	Sewer		\$160	\$192	\$216	\$240
150	LF	237110	500-1.2.7	Additional Point Repair for Existing 15 -Inch Sewer Main	Sewer		\$180	\$216	\$243	\$270
151	EA	237110	500-1.6.2.6	Service Lateral Connection	Sewer		\$1,000	\$1,200	\$1,350	\$1,500
152	EA	237110	500-1.1.9	Rehabilitate 4 -Inch Sewer Lateral	Sewer		\$1,000	\$1,200	\$1,350	\$1,500
153	EA	237110	500-2.10.2	Rehabilitate Existing Manhole	Sewer		\$5,000	\$6,000	\$6,750	\$7,500
154	LS	237110	804-2.2	Sewage Bypass and Pumping Plan (Diversion Plan)	Sewer		\$5,000	\$5,000	\$5,000	\$5,000
155	LF	237110	500-1.1.9	Rehabilitate 8 -Inch Sewer Main	Sewer		\$105	\$126	\$142	\$158
156	LF	237110	500-1.1.9	Rehabilitate 10 -Inch Sewer Main	Sewer		\$115	\$138	\$155	\$173
157	LF	237110	500-1.1.9	Rehabilitate 12 -Inch Sewer Main	Sewer		\$125	\$150	\$169	\$188
158	LF	237110	500-1.1.9	Rehabilitate 15 -Inch Sewer Main	Sewer		\$135	\$162	\$182	\$203
159	VF	237110	500-2.11.6	Rehabilitate Existing Manhole with Cured-In-Place Manhole Liner	Sewer		\$8,000	\$9,600	\$10,800	\$12,000
160	LS	237110	9-3.1	Pressure Regulating Station	Water		\$75,000	\$75,000	\$75,000	\$75,000
161	LF	237110	306-1.6	8 -Inch Water Main	Water		\$60	\$72	\$81	\$90
162	LF	237110	306-1.6	12 -Inch Water Main	Water		\$80	\$96	\$108	\$120
163	LF	237110	306-1.6	16 -Inch Water Main	Water		\$90	\$108	\$122	\$135
164	LF	237110	306-1.6	6 -Inch Water Main, Class 150	Water		\$50	\$60	\$68	\$75

165	LF	237110	306-1.6	8 -Inch Water Main, Class 150	Water		\$60	\$72	\$81	\$90
166	LF	237110	306-1.6	10 -Inch Water Main, Class 150	Water		\$80	\$96	\$108	\$120
167	LF	237110	306-1.6	12 -Inch Water Main, Class 150	Water		\$100	\$120	\$135	\$150
168	LF	237110	306-1.6	16 -Inch Water Main, Class 150	Water		\$120	\$144	\$162	\$180
169	LF	237110	306-1.6	6 -Inch Water Main, Class 200	Water		\$80	\$96	\$108	\$120
170	LF	237110	306-1.6	8 -Inch Water Main, Class 200	Water		\$100	\$120	\$135	\$150
171	LF	237110	306-1.6	10 -Inch Water Main, Class 200	Water		\$120	\$144	\$162	\$180
172	LF	237110	306-1.6	12 -Inch Water Main, Class 200	Water		\$140	\$168	\$189	\$210
173	LF	237110	306-1.6	16 -Inch Water Main, Class 200	Water		\$160	\$192	\$216	\$240
174	LF	237110	306-1.6	8 -Inch Water Main, Class 235	Water		\$60	\$72	\$81	\$90
175	LF	237110	306-1.6	12 -Inch Water Main, Class 235	Water		\$65	\$78	\$88	\$98
176	LF	237110	306-1.6	16 -Inch Water Main, Class 235	Water		\$100	\$120	\$135	\$150
177	LF	237110	306-1.6	30 -Inch Water Main, Class 235	Water		\$470	\$564	\$635	\$705
178	LF	237110	306-1.6	8 -Inch Water Main, Class 305	Water		\$70	\$84	\$95	\$105
179	LF	237110	306-1.6	12 -Inch Water Main, Class 305	Water		\$100	\$120	\$135	\$150
180	LF	237110	306-1.6	16 -Inch Water Main, Class 305	Water		\$134	\$161	\$181	\$201
181	EA	237110	306-1.6	Thrust Anchor	Water		\$300	\$360	\$405	\$450
182	EA	237110	306-1.6	2 -Inch Fire Service Connection & Assembly	Water		\$5,200	\$6,240	\$7,020	\$7,800
183	EA	237110	306-1.6	3 -Inch Fire Service Connection & Assembly	Water		\$5,486	\$6,583	\$7,406	\$8,229
184	EA	237110	306-1.6	4 -Inch Fire Service Connection & Assembly	Water		\$4,000	\$4,800	\$5,400	\$6,000
185	EA	237110	306-1.6	6 -Inch Fire Service Connection & Assembly	Water		\$4,000	\$4,800	\$5,400	\$6,000

186	EA	237110	306-1.6	8 -Inch Fire Service Connection & Assembly	Water		\$4,000	\$4,800	\$5,400	\$6,000
187	EA	237110	306-1.6	10 -Inch Fire Service Connection & Assembly	Water		\$7,500	\$9,000	\$10,125	\$11,250
188	EA	237110	306-1.6	2 -Inch Fire Service Temporary Transfer	Water		\$2,600	\$3,120	\$3,510	\$3,900
189	EA	237110	306-1.6	3 -Inch Fire Service Temporary Transfer	Water		\$3,000	\$3,600	\$4,050	\$4,500
190	EA	237110	306-1.6	4 -Inch Fire Service Temporary Transfer	Water		\$3,000	\$3,600	\$4,050	\$4,500
191	EA	237110	306-1.6	6 -Inch Fire Service Temporary Transfer	Water		\$3,500	\$4,200	\$4,725	\$5,250
192	EA	237110	306-1.6	8 -Inch Fire Service Temporary Transfer	Water		\$4,846	\$5,815	\$6,542	\$7,269
193	EA	237110	306-1.6	10 -Inch Fire Service Temporary Transfer	Water		\$6,200	\$7,440	\$8,370	\$9,300
194	EA	237110	306-1.6	6 -Inch Fire Hydrant Assembly & Marker (2-PORT)	Water		\$5,000	\$6,000	\$6,750	\$7,500
195	EA	237110	306-1.6	6 -Inch Fire Hydrant Assembly & Marker (3-PORT)	Water		\$6,500	\$7,800	\$8,775	\$9,750
196	EA	237110	306-1.6	16 -Inch Butterfly Valve Class 250B	Water		\$3,500	\$4,200	\$4,725	\$5,250
197	EA	237110	306-1.6	24 -Inch Butterfly Valve Class 250B	Water		\$8,055	\$9,666	\$10,874	\$12,083
198	EA	237110	306-1.6	30 -Inch Butterfly Valve Class 250B	Water		\$12,000	\$14,400	\$16,200	\$18,000
199	EA	237110	306-1.6	4 -Inch Gate Valve Class 150	Water		\$400	\$480	\$540	\$600
200	EA	237110	306-1.6	6 -Inch Gate Valve Class 150	Water		\$700	\$840	\$945	\$1,050
201	EA	237110	306-1.6	8 -Inch Gate Valve Class 150	Water		\$1,500	\$1,800	\$2,025	\$2,250
202	EA	237110	306-1.6	10 -Inch Gate Valve Class 150	Water		\$2,120	\$2,544	\$2,862	\$3,180
203	EA	237110	306-1.6	12 -Inch Gate Valve Class 150	Water		\$2,268	\$2,722	\$3,062	\$3,402
204	EA	237110	306-1.6	16 -Inch Gate Valve Class 150	Water		\$3,200	\$3,840	\$4,320	\$4,800
205	EA	237110	306-1.6	6 -Inch Gate Valve Class 200	Water		\$1,200	\$1,440	\$1,620	\$1,800

206	EA	237110	306-1.6	8 -Inch Gate Valve Class 200	Water		\$1,300	\$1,560	\$1,755	\$1,950
207	EA	237110	306-1.6	10 -Inch Gate Valve Class 200	Water		\$1,600	\$1,920	\$2,160	\$2,400
208	EA	237110	306-1.6	12 -Inch Gate Valve Class 200	Water		\$2,200	\$2,640	\$2,970	\$3,300
209	EA	237110	306-1.6	16 -Inch Gate Valve Class 200	Water		\$2,400	\$2,880	\$3,240	\$3,600
210	EA	237110	306-1.6	8 -Inch Gate Valve	Water		\$1,800	\$2,160	\$2,430	\$2,700
211	EA	237110	306-1.6	10 -Inch Gate Valve	Water		\$2,200	\$2,640	\$2,970	\$3,300
212	EA	237110	306-1.6	12 -Inch Gate Valve	Water		\$2,800	\$3,360	\$3,780	\$4,200
213	EA	237110	306-1.6	16 -Inch Gate Valve	Water		\$3,200	\$3,840	\$4,320	\$4,800
214	EA	237310	301-1.6	Adjusting Existing Gate Valve Cover to Grade	Water		\$200	\$200	\$200	\$200
215	EA	237110	306-1.6	Relocation of Existing Fire Hydrant	Water		\$5,000	\$6,000	\$6,750	\$7,500
216	LS	237110	306-5.3	Removal or Abandonment of Existing Water Facilities	Water		\$5,000	\$6,000	\$6,750	\$7,500
217	LF	237110	306-5.3	Large Water Main Abandonment	Water		\$13	\$13	\$13	\$13
218	EA	237110	306-13	Abandon Water Services (Stiff)	Water		\$800	\$800	\$800	\$800
219	EA	237110	306-14.1	1 -Inch Copper Water Service	Water		\$2,500	\$3,000	\$3,375	\$3,750
220	EA	237110	306-14.1	1-1/2 Inch Copper Water Service	Water		\$3,000	\$3,600	\$4,050	\$4,500
221	EA	237110	306-14.1	2 -Inch Copper Water Service	Water		\$3,500	\$4,200	\$4,725	\$5,250
222	EA	237110	306-14.1	1 -Inch Water Service	Water		\$1,700	\$2,040	\$2,295	\$2,550
223	EA	237110	306-14.1	2 -Inch Water Service	Water		\$2,000	\$2,400	\$2,700	\$3,000
224	EA	237110	306-14.1	3 -Inch Water Service	Water		\$8,191	\$9,829	\$11,058	\$12,287
225	EA	237110	306-14.1	4 -Inch Water Service	Water		\$11,668	\$14,002	\$15,752	\$17,502
226	EA	237110	306-14.1	6 -Inch Water Service	Water		\$12,720	\$15,264	\$17,172	\$19,080

227	EA	237110	306-14.1	1 -Inch Water Service Transfer	Water		\$700	\$840	\$945	\$1,050
228	EA	237110	306-14.1	3 -Inch Water Service Transfer	Water		\$3,142	\$3,770	\$4,242	\$4,713
229	EA	237110	306-14.1	4 -Inch Water Service Transfer	Water		\$3,186	\$3,823	\$4,301	\$4,779
230	EA	237110	306-14.2.4	Water Service (trenchless)	Water		\$8,000	\$9,600	\$10,800	\$12,000
231	EA	237110	306-15	Water Meter Boxes	Water		\$500	\$600	\$675	\$750
232	EA	237110	306-15	Remove and Cap Abandoned Water Meter Box	Water		\$250	\$250	\$250	\$250
233	EA	237110	306-18	2 -Inch Blowoff Valve Assembly	Water		\$3,500	\$4,200	\$4,725	\$5,250
234	EA	237110	306-18	4 -Inch Blowoff Valve Assembly	Water		\$4,000	\$4,800	\$5,400	\$6,000
235	EA	237110	306-18	6 -Inch Blowoff Valve Assembly	Water		\$4,500	\$5,400	\$6,075	\$6,750
236	EA	237110	306-19	2 -Inch Air & Vacuum Valve	Water		\$5,000	\$6,000	\$6,750	\$7,500
237	EA	237110	306-19	2 -Inch Air & Vacuum Valve, Class 250	Water		\$5,200	\$6,240	\$7,020	\$7,800
238	EA	237110	306-19	4 -Inch Air & Vacuum Valve, Class 250	Water		\$5,720	\$6,864	\$7,722	\$8,580
239	EA	237110	306-19	6 -Inch Air & Vacuum Valve, Class 250	Water		\$6,240	\$7,488	\$8,424	\$9,360
240	LS	237110	9-3.1	Install Cathodic Protection System, In Place	Water		\$125,000	\$150,000	\$168,750	\$187,500
241	LS	237110	9-3.1	Cathodic Protection System Testing, In Place	Water		\$11,000	\$13,200	\$14,850	\$16,500
242	LS	237110	9-3.1	Special Inspection and Testing of Field Welds	Water		\$35,000	\$42,000	\$47,250	\$52,500
243	LS	237110	9-3.1	Existing Steel Pipe Maintenance & Coating	Water		\$30,000	\$36,000	\$40,500	\$45,000
244	LS	237110	600-1.2.1.3	Contractor Furnished Materials for the City Forces High-line Work	Water		\$10,000	\$12,000	\$13,500	\$15,000
245	LF	237110	600-1.2.1.3	High-lining Removed by Contractor	Water		\$1	\$1	\$1	\$1
246	LS	237110	600-1.2.2.10	High-lining by the Contractor	Water		\$1	\$1	\$1	\$1

247	LS	237110	600-1.3.1.5	Contractor Furnished Materials for City Forces Connection	Water		\$6,800	\$6,800	\$6,800	\$6,800
248	SF	237110	600-1.3.1.5	Pavement Restoration for City Forces Final Connection	Water		\$12	\$12	\$12	\$12
249	EA	237110	600-1.3.2.10	8-Inch through 10 -Inch Connections to The Existing System by Contractor	Water		\$2,500	\$3,000	\$3,375	\$3,750
250	EA	237110	600-1.3.2.10	12-Inch through 16 -Inch Connections to The Existing System by Contractor	Water		\$3,000	\$3,600	\$4,050	\$4,500
251	EA	237110	600-1.3.2.10	12-Inch through 20 -Inch Connections to The Existing System by Contractor	Water		\$3,500	\$4,200	\$4,725	\$5,250
252	EA	237110	600-1.3.2.10	8 -Inch through 12 -Inch Cut-in Tee by Contractor	Water		\$5,000	\$6,000	\$6,750	\$7,500
253	EA	237110	600-1.3.2.10	8 -Inch through 12 -Inch Cross by Contractor	Water		\$5,000	\$6,000	\$6,750	\$7,500
254	EA	237110	600-1.3.2.10	12 -Inch through 16 -Inch Cut-in Tee by Contractor	Water		\$5,000	\$6,000	\$6,750	\$7,500
255	EA	237110	600-1.3.2.10	12 -Inch through 20 -Inch Cross by Contractor	Water		\$5,000	\$6,000	\$6,750	\$7,500
256	EA	237110	600-1.4.9	Cut and Plug of The Existing System by Contractor	Water		\$3,500	\$4,200	\$4,725	\$5,250

APPENDIX B
JOC TASK PROPOSAL FORM

JOB Order Contract

Task (insert Name) Proposal

Contractor: _____ Proposal No. _____

Address: _____ Date Prepared: _____

City/State/Zipcode: _____ Working Days: _____

Location: _____

Item No.	Item Description	QTY	Unit	Unit Price:	Extension
Subtotal					
JOC BID Factor					
Bid with Factor					
Field Orders					
Total Task Proposal					

Additional Construction Notes:

For: _____, Contractor

By: _____

Date: _____

PRICE PROPOSAL FORMS

SCHEDULE OF PRICES

The Contractor shall perform all Work required, necessary, and proper for or incident to completing the Work called for in each individual Task Order issued under this General Requirements Contract using the Unit Price Book (UPB) with the following adjustment factors.

The Bidder guarantees the Adjustment Factors 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 Total Combined Adjustment Factor 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.

1. **Normal Working Hours:** The Contractor shall perform any or all Prepriced and Non-Prepriced Work items called for in Specifications *during normal working hours* in the quantities specified in the individual Task Orders against this contract for the sum of the appropriate prices contained in the Unit Price Book (UPB) (Prepriced Items) and for the sum of the lowest prices obtained from the required number of competitive external quotes (Non-Prepriced Items) in which both Prepriced and Non-prepriced items are to be multiplied by the adjustment factor #1 of:

Specify to four (4) decimal places.

Adjustment Factor #1 for normal working hours – in words.

2. **Other Than Normal Working Hours:** The Contractor shall perform any or all Prepriced and Non-Prepriced functions called for in Specifications *during other than normal working hours* in the quantities and line items specified in the individual Task Orders against this Contract for the sum of the appropriate prices contained in the Unit Price Book (UPB) (Prepriced Items) and for sum of the lowest prices obtained from the required competitive external quotes (Non-Prepriced Items) in which both Prepriced and Non-prepriced Items are to be multiplied by the adjustment factor #2 of (**shall not be lower than Adjustment Factor #1. Failure to comply shall render the bid non-responsive**):

Specify to 4 decimal places.

Adjustment Factor #2 for other than normal working hours – in words.

BIDDING DOCUMENTS

3. **(Prevailing Wages):** The Contractor shall perform any or all Prepriced and Non-Prepriced Work items called for in the Task Order Scope of Work **which is subject to State or Federal prevailing wages** in the quantities specified in the individual Task Orders assigned to this contract for the sum of the appropriate prices contained in the Unit Price Book (UPB) (Prepriced Items) and for the sum of the lowest prices obtained from the required number of competitive external quotes (Non-Prepriced Items) in which both Prepriced and Non-prepriced items are to be multiplied by the adjustment factor #3 of **(shall not be lower than Adjustment Factor #1. Failure to comply shall render the bid non-responsive):**

Specify to 4 decimal places.

Adjustment Factor #3 for (Prevailing Wages) – in words

Failure to submit adjustment factors for Items 1, 2 and 3 above to four (4) decimal places shall result in the bid being deemed **non-responsive** and ineligible for further consideration.

Composite Adjustment Factor Calculation:

Enter below the adjustment factors listed above and perform the required calculations:

Item	Adjustment Factor (4 Decimal Places)	Percentage Factor	Partial Composite Adjustment Factor (4 Decimal Places)
1		75%	
2		15%	
3		10%	
Composite Adjustment Factor			

Bidder: _____

Title: _____

Signature: _____

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

BIDDING DOCUMENTS

NOTES:

- A. Total Composite Adjustment Factor(s) are subject to tabulation/verification by the City.
- B. Adjustment Factors 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 Adjustment Factors where required shall render the Bid non-responsive and shall be cause for its rejection.
- E. Bids shall have Adjustment Factors, Bid Amounts, and Total Composite Adjustment Factors expressed to four (4) decimal places (tenths, hundredths, thousandths, and hundred thousandths).
- F. All Bid Amounts and Total Composite Adjustment Factors will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Adjustment Factor x Percentage Factor and the Bid Amount, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Bid Amounts with the Total Composite Adjustment Factor, the sum of the Bid Amounts shall govern.
- H. Adjustment Factors submitted that exceed four (4) decimal places shall be cause for deeming the bid non-responsive and ineligible for further consideration.
- I. 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.

4/5/13 CW



THE CITY OF SAN DIEGO

Purchasing and Contracting Department
Contracting Division
1200 Third Avenue, Suite 200
San Diego, CA 92101
(619) 236-6000

FAX TRANSMITTAL

Date: April 5, 2013

The following 2 pages (including this cover) are intended for:

X FROM
Estimator
Company: Transtar Pipeline
FAX # (858) 453-0745
Phone # (858) 453-0744

X TO
From: Celia Navarro
Division: Contracting Division
FAX # 619-533-3633
Phone # 619-533-3431

RE: Bid # L-13-5885-JOC-2 -SLBE JOC PS13 Right-of-Way

COMMENTS:

In tabulating the bid results of subject project, we have found that the Partial Composite Adjustment Factors for Item 1 is 0.7313 NOT 0.7312 and Item 2 is .1493 NOT .1492. Composite Adjustment Factor total is .9820 NOT .9819 as per your bid

Please FAX acknowledgement/concurrence of the correct amount, by 4:00pm today.

Concur. J. V. Brito V.P.

If there are any problems with receiving this FAX transmission (such as missing pages), please contact the Sender at the "From" phone number given above.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW, RECEIPT BY AN UNINTENDED RECIPIENT DOES NOT CONSTITUTE A WAIVER OF ANY APPLICABLE PRIVILEGE.

If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service.

BIDDING DOCUMENTS

3. **(Prevailing Wages):** The Contractor shall perform any or all Prepriced and Non-Prepriced Work items called for in the Task Order Scope of Work which is subject to State or Federal prevailing wages in the quantities specified in the individual Task Orders assigned to this contract for the sum of the appropriate prices contained in the Unit Price Book (UPB) (Prepriced Items) and for the sum of the lowest prices obtained from the required number of competitive external quotes (Non-Prepriced Items) in which both Prepriced and Non-prepriced items are to be multiplied by the adjustment factor #3 of (shall not be lower than Adjustment Factor #1. Failure to comply shall render the bid non-responsive):

1.0150

Specify to 4 decimal places.

One Point Zero One Five Zero

Adjustment Factor #3 for (Prevailing Wages) - in words

Failure to submit adjustment factors for Items 1, 2 and 3 above to four (4) decimal places shall result in the bid being deemed non-responsive and ineligible for further consideration.

Composite Adjustment Factor Calculation:

Enter below the adjustment factors listed above and perform the required calculations:

Item	Adjustment Factor (4 Decimal Places)	Percentage Factor	Partial Composite Adjustment Factor (4 Decimal Places)
1	.9750	75%	.7313
2	.9950	15%	.1493
3	1.0150	10%	.1015
Composite Adjustment Factor			.9820

.7313 CW
.1493 CW

.9820 CW

Bidder: TRANSTAR Pipeline, Inc.
Title: John V. Beito, Vice-President
Signature: J. V. Beito

Concur
John V. Beito
V.P. Beito

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

City of San Diego

CONTRACTOR'S NAME: TRANSTAR PIPELINE
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Damian Singleton - Contract Specialist, Email: DSingleton@sandiego.gov.
Phone No. (619) 533-3482, Fax No. (619) 533-3633
ASleiman/NB/RIR

CONTRACT DOCUMENTS



FOR

SLBE JOC PS13 RIGHT-OF-WAY

VOLUME 2 OF 2

BID NO.: L-13-5885-JOC-2
SAP NO. (WBS/IO/CC): 12001568
CLIENT DEPARTMENT: 2112
COUNCIL DISTRICT: City-Wide
PROJECT TYPE: CA/JA

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.

1. Proposal	3
2. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	6
3. Contractors Certification of Pending Actions.....	7
4. Equal Benefits Ordinance Certification of Compliance.....	8
5. Price Proposal (Bid) Forms.....	9

BIDDING DOCUMENTS

IF A PARTNERSHIP, SIGN HERE:

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

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

Full Name and Character of partner

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

IF A CORPORATION, SIGN HERE:

- (1) Name under which business is conducted TRANSTAR Pipeline, Inc
- (2) Signature, with official title of officer authorized to sign for the corporation:
JL V. Brito
(Signature)
John V. Brito
(Printed Name)
Vice-President
(Title of Officer)

(Impress Corporate Seal Here)
- (3) Incorporated under the laws of the State of CALIFORNIA
- (4) Place of Business (Street & Number) 10467 Roselle St.
- (5) City and State SAN DIEGO, CA Zip Code 92121
- (6) Telephone No. 858 453-0744 Facsimile No. 858 453-0745

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A

LICENSE NO. 724178 EXPIRES 6/30/14

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): 33-0714120

E-Mail Address: transpipe@aol.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature JL V. Buta Title Vice-President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 2 DAY OF APRIL, 2013.

Notary Public in and for the County of SAN DIEGO, State of CALIFORNIA

Mary Agostino
(NOTARIAL 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

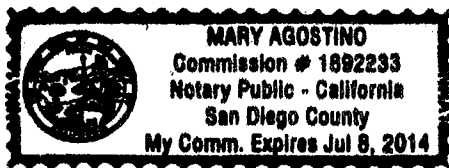
State of California)
County of San Diego) ss.

John V. Brito, being first duly sworn, deposes and says that he or she is Vice-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: [Signature]
Title: Vice-President

Subscribed and sworn to before me this 2 day of APRIL, 20 13

[Signature]
Notary Public



(SEAL)

BIDDING DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

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

Contractor Name: TRANSTAR PIPELINE, INC.

Certified By John V. Brito Name Title Vice-President

John V. Brito Signature Date 4/3/13

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: TRANSTAR Pipeline, Inc.

Contact Name: Cynthia Brito

Company Address: 10467 Roselle St.
San Diego, CA 92121

Contact Phone: 858 453-0744

Contact Email: Cynthia@transtarpipeline.com

CONTRACT INFORMATION

Contract Title: SLBE JOC PS 13 Right-of-Way

Start Date:

Contract Number (if no number, state location):

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.

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.

John V. Brito, V.P.

Name/Title of Signatory

[Signature]

Signature

4/3/13

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

rev 02/15/2011

PRICE PROPOSAL FORMS

SCHEDULE OF PRICES

The Contractor shall perform all Work required, necessary, and proper for or incident to completing the Work called for in each individual Task Order issued under this General Requirements Contract using the Unit Price Book (UPB) with the following adjustment factors.

The Bidder guarantees the Adjustment Factors 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 Total Combined Adjustment Factor 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.

1. **Normal Working Hours:** The Contractor shall perform any or all Prepriced and Non-Prepriced Work items called for in Specifications *during normal working hours* in the quantities specified in the individual Task Orders against this contract for the sum of the appropriate prices contained in the Unit Price Book (UPB) (Prepriced Items) and for the sum of the lowest prices obtained from the required number of competitive external quotes (Non-Prepriced Items) in which both Prepriced and Non-prepriced items are to be multiplied by the adjustment factor #1 of:

.9750

Specify to four (4) decimal places.

Point Nine Seven Five Zero

Adjustment Factor #1 for normal working hours – in words.

2. **Other Than Normal Working Hours:** The Contractor shall perform any or all Prepriced and Non-Prepriced functions called for in Specifications *during other than normal working hours* in the quantities and line items specified in the individual Task Orders against this Contract for the sum of the appropriate prices contained in the Unit Price Book (UPB) (Prepriced Items) and for sum of the lowest prices obtained from the required competitive external quotes (Non-Prepriced Items) in which both Prepriced and Non-prepriced Items are to be multiplied by the adjustment factor #2 of (**shall not be lower than Adjustment Factor #1. Failure to comply shall render the bid non-responsive**):

.9950

Specify to 4 decimal places.

Point Nine Nine Five Zero

Adjustment Factor #2 for other than normal working hours – in words.

BIDDING DOCUMENTS

3. **(Prevailing Wages):** The Contractor shall perform any or all Prepriced and Non-Prepriced Work items called for in the Task Order Scope of Work which is subject to State or Federal prevailing wages in the quantities specified in the individual Task Orders assigned to this contract for the sum of the appropriate prices contained in the Unit Price Book (UPB) (Prepriced Items) and for the sum of the lowest prices obtained from the required number of competitive external quotes (Non-Prepriced Items) in which both Prepriced and Non-prepriced items are to be multiplied by the adjustment factor #3 of **(shall not be lower than Adjustment Factor #1. Failure to comply shall render the bid non-responsive):**

1.0150

Specify to 4 decimal places.

One Point Zero One Five Zero

Adjustment Factor #3 for (Prevailing Wages) – in words

Failure to submit adjustment factors for Items 1, 2 and 3 above to four (4) decimal places shall result in the bid being deemed **non-responsive** and ineligible for further consideration.

Composite Adjustment Factor Calculation:

Enter below the adjustment factors listed above and perform the required calculations:

Item	Adjustment Factor (4 Decimal Places)	Percentage Factor	Partial Composite Adjustment Factor (4 Decimal Places)
1	<u>.9750</u>	75%	<u>.7312</u>
2	<u>.9950</u>	15%	<u>.1492</u>
3	<u>1.0150</u>	10%	<u>.1015</u>
Composite Adjustment Factor			<u>.9819</u>

.7313 CW
.1493 CW

.9820 CW

Bidder: TRANSTAR Pipeline, Inc.

Title: John V. Brito, Vice-President

Signature: J. V. Brito

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

BIDDING DOCUMENTS

NOTES:

- A. Total Composite Adjustment Factor(s) are subject to tabulation/verification by the City.
- B. Adjustment Factors 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 Adjustment Factors where required shall render the Bid non-responsive and shall be cause for its rejection.
- E. Bids shall have Adjustment Factors, Bid Amounts, and Total Composite Adjustment Factors expressed to four (4) decimal places (tenths, hundredths, thousandths, and hundred thousandths).
- F. All Bid Amounts and Total Composite Adjustment Factors will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Adjustment Factor x Percentage Factor and the Bid Amount, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Bid Amounts with the Total Composite Adjustment Factor, the sum of the Bid Amounts shall govern.
- H. Adjustment Factors submitted that exceed four (4) decimal places shall be cause for deeming the bid non-responsive and ineligible for further consideration.
- I. 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.