

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
JGallardo/RTaleghani/Lad

CONTRACT DOCUMENTS



FOR

PIPELINE REHABILITATION X-1

VOLUME 1 OF 2

BID NO.: _____ K-14-1172-DBB-3
SAP NO. (WBS/IO/CC): _____ B-13098
CLIENT DEPARTMENT: _____ 2011
COUNCIL DISTRICT: _____ 1, 3, 4, 6, 7 & 9
PROJECT TYPE: _____ JA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

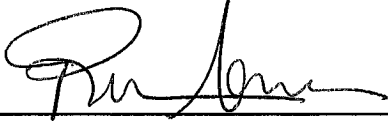
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2))
- PREVAILING WAGE RATES: STATE FEDERAL

BID DUE DATE:

**2:00 PM
MAY 21, 2014
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
1010 SECOND AVENUE, 14TH FLOOR, MS 614C
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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



For City Engineer

4/7/2014 Seal
Date



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

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

1. SLBE participation	4.7%
2. ELBE participation	10.6%
3. Total mandatory participation	15.3%
 - 4.2. The Bidders are strongly encouraged to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <http://www.sandiego.gov/eoc/>
 - 4.3. The Bid will be declared non-responsive if the Bidder fails the following mandatory conditions:
 - 4.3.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
 - 4.3.2. Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Day of the Bid opening if the overall mandatory participation percentage is not met.

- 4.4. For additional Equal Opportunity Contracting Program requirements, see Attachment C.
5. **PRE-BID MEETING:**
- 5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, 14th Floor, San Diego, CA 92101 **at 10:00 A.M., on April 30, 2014.**
- 5.2. All potential bidders are encouraged to attend.
- 5.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.
6. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
- 6.1. **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>.
- 6.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
7. **JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
8. **PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract.
- 8.1. **STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.**
- 8.1.1. In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.

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

9. INSURANCE REQUIREMENTS:

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

10. PREQUALIFICATION OF CONTRACTORS:

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

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

- 10.2. The completed questionnaire, financial statement, and bond letter or a copy of the contractor’s SLBE-ELBE certification and bond letter, must be submitted no later

than 2 weeks prior to the bid opening to the Public Works Department Contracting Group, Prequalification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

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

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

- 12. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 13. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- 14. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
- 15. SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-1.6, “Trade Names or Equals” in The WHITEBOOK and as amended in the SSP.

16. AWARD PROCESS:

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

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

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

19. SUBMISSION OF QUESTIONS:

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

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

OR:

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

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

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

contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

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

24. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 24.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 24.2.** Bidders shall complete the entire Bid schedule (also referred to as “schedule of prices” or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 24.3.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 24.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 24.5.** A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written “Notice of Intent to Protest” including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City’s announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, “Protests of Contract Award.”
- 24.6.** The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 24.7.** Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 24.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

25. BID RESULTS:

- 25.1.** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in

the City's web page: <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.

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

26. THE CONTRACT:

- 26.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 26.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 26.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 26.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 26.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

27. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has

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

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

- 28.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 28.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 28.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 28.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 28.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 28.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 28.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

29. PRE-AWARD ACTIVITIES:

- 29.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
- 29.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

30. REQUIRED DOCUMENT SCHEDULE:

- 30.1.** 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.
- 30.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE Good Faith Efforts Documentation
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
11.	WITHIN 5 WORKING DAYS OF BID OPENING	3 APPARENT LOW BIDDER	Contractor's Experience and Past Project Documentation. See Sections 500
12.	WITHIN 5 WORKING DAYS OF BID OPENING	3 APPARENT LOW BIDDER	Manufacturer Certification per Section 500-1.1.2.1
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
21.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS
AGREEMENT

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and BURTECH PIPELINE, INC, herein called "Contractor" for construction of Pipeline Rehabilitation X-1; Bid No. K-14-1172-DBB-3; in the amount of FIVE HUNDRED THIRTEEN THOUSAND DOLLARS AND 00/100 (\$513,000.00), which is comprised of the Base Bid alone.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled Pipeline Rehabilitation X-1, on file in the office of the Public Works Department as Document No. B-13098, 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 Pipeline Rehabilitation X-1, Bid Number K-14-1172-DBB-3, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

AGREEMENT

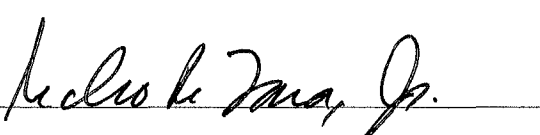
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By 

By 


Print Name: _____
Stephen Samara
Senior Contract Specialist

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

Date: 7/31/2014

Date: 7/31/14

CONTRACTOR

By 

Print Name: Dominic J. Burtech

Title: President & CEO

Date: 6/23/2014

City of San Diego License No.: B1996002066

State Contractor's License No.: 718202

**CONTRACT FORMS
ATTACHMENTS**

EXECUTED IN TRIPLICATE
BOND NO. 2183761
PREMIUM: \$5,091.00
PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

CONTRACT ATTACHMENT
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

BURTECH PIPELINE, INC. INCORPORATED, a corporation, as principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of FIVE HUNDRED THIRTEEN THOUSAND DOLLARS AND 00/100 (\$513,000.00) for the faithful performance of the annexed contract, and in the sum of FIVE HUNDRED THIRTEEN THOUSAND DOLLARS AND 00/100 (\$513,000.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract Pipeline Rehabilitation X-1, Bid Number K-14-1172-DBB-3, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

CONTRACT 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 JUNE 19, 2014

Approved as to Form and Legality

BURTECH PIPELINE, INCORPORATED
Principal

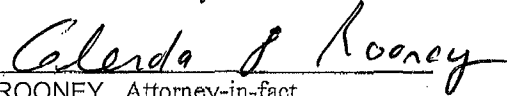
By 

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

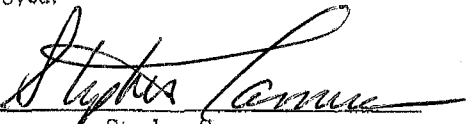
Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

NORTH AMERICAN
SPECIALTY INSURANCE COMPANY
Surety

By 
GLENDA J. ROONEY, Attorney-in-fact

Approved:

By 
Stephen Samara
Senior Contract Specialist

6 HUTTON CENTRE DRIVE, SUITE 850
Local Address of Surety

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

714/550-7799
Local Telephone No. of Surety

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

Premium \$ 5,091.00

Bond No. 2183761

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO }

On 6/19/2014 before me, MICHELLE M. BASUIL, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

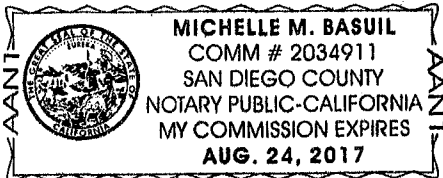
personally appeared GLEND A. ROONEY
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Michelle M. Basuil
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though 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: 6/19/14 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: GLEND A. ROONEY

- 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. ROONEY, and MARK D. IATAROLA

JOINTLY OR SEVERALLY

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

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

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

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

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



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



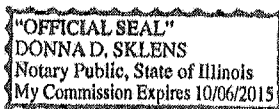
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

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

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

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



[Signature] Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of JUNE, 2014.

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

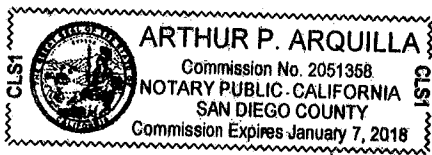
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego }

On 6/24/14 before me, **Arthur P. Arquilla, Notary Public**, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Dominic Bentech
Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature Arthur P. Arquilla
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Pipeline Rehabilitation X-1

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

Burtech Pipeline Incorporated
(Name under which business is conducted)

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

Signed, 

Printed Name Dominic J. Burtech

Title President & CEO

CONTRACTOR CERTIFICATION

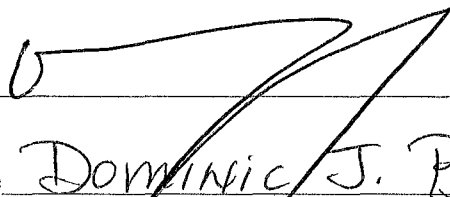
AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Pipeline Rehabilitation X-1

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

Burtech Pipeline Incorporated
(Name under which business is conducted)

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Pipeline Rehabilitation X-1

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

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

Dated this 23rd Day of June, 2014.

Signed 

Printed Name Dominic J. Burtech

Title President + CEO

AFFIDAVIT OF DISPOSAL

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

Pipeline Rehabilitation X-1

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-14-1172-DBB-3**; SAP No. (WBS/IO/CC) **B-13098** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

Contractor
by

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

Rehabilitation of approximately 4,092 LF (0.78 miles) of existing CP, VC and PVC sewer mains which are included in the wastewater collection's referral list per Public Utilities Department. The project includes point repairs, manhole replacement, manhole rehabilitation and rehabilitation of existing sewer laterals.

- 1.1. The Work shall be performed in accordance with:

- 1.1.1. The Notice Inviting Bids, inclusive.

2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$552,000.00**
3. **LOCATION OF WORK:** The location of the Work is as follows: La Jolla, Carmel Valley, University, Downtown, Skyline-Paradise Hills, Kearny Mesa, Navajo and College Area
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **111 Working Days**.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate licenses at the time that the Bid is submitted. Failure to possess the specified licenses shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required licenses at the time of Bid.

- 5.1. The City has determined the following licensing classifications for this contract:

Option	Classifications
1	CLASS A
2	CLASS C34

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

ATTACHMENT B
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ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM

- 1.1.** 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.

ATTACHMENT D
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ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

1. You must perform, with your own organization, Contract work amounting to at least **25%** of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

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

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

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

The Product Submittal Form is available for download at:

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

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

Other adjacent City projects are scheduled for construction for the same time period in the vicinity of 3rd Avenue between B Street & C Street, A six foot easement between Valdes Drive & Castellanna Road, and 7002-7020 Tuther Way. See Appendix F for location maps. Coordinate the Work with the adjacent project(s) as listed below:

- a) Civic Theater Exterior Restroom-ADA, Jihad Sleiman (619-533-7532)
- b) Water Group Job 949, Sarah Chavez (619-533-6902)
- c) Tyrian Street & Soledad Avenue SMR, Jericho Gallardo (619-533-7523)

SECTION 4 - CONTROL OF MATERIALS

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

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

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

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) **no less than 15 Working Days prior to Bid due date** and on a City form when provided by the City.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

- a) Downtown area: Third Avenue between B Street & C Street from Thanksgiving to New Years Day (inclusive) –Holiday Moratorium.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 **Policies and Procedures.**

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

7-3.2 **Types of Insurance.**

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

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.2.3 Contractors Pollution Liability Insurance.

1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
3. For approval of a substitution of Subcontractor’s insurance, you must certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible must not exceed \$25,000 per claim.
4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability.

5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.6 Railroad Protective Liability Insurance. Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross must be deleted from all policies to which they may apply. Alternatively, the Contractor may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.

- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer’s Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer’s Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

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

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations

performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

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

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

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

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

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

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

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

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

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

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

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

7-4.1.1 Waiver of Subrogation.

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

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

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

1. Caltrans Encroachment Permit

7-8.6 Water Pollution Control. ADD the following:

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

7-10.1.1 General. REVISE paragraph 9 to read:

Information on obtaining a Right of Entry Permit can be obtained at <http://www.sdmts.com/business/permits.asp> or contacting MTS Right of Way Services at Tel (619) 557-4501 or email: mtsrow@sdmts.com

ADD the following:

15. Flagging will be required anytime the Work is performed within 15' of the centerline of the track including airspace or as deemed necessary by MTS. A Flagperson / Right-of-Way Work Request form shall be submitted to SDTI a minimum of 2 Working Days prior to anticipated work.
16. A pre-construction meeting will be required with SDTI prior to work commencing within the right-of-way. A written notice of planned start of work shall be submitted to MTS a minimum of 5 Working Days prior to the Work starting in the right-of-way. All work will be stopped and the Contractor will not be allowed in the right-of-way without proper notification.
17. The Contractor shall adhere to construction and safety standards required by MTS of their contractors when working within the right-of-way.
18. A written notice shall be submitted to MTS when the Work is completed within the right-of-way. Any additional work required to replace or repair the railroad facilities in good working order will be the Contractor's responsibility prior to relief from maintenance within the permit area.
19. Sleeves under Railroad tracks and across Railroad right-of-way shall not be less than 5½' (1.7m) from the base of the rail to the top of the casing at its closest point. On portions where casing is not directly beneath the tracks, the depth from ground surface to the top of the casing shall not be less than 3' (1 m).
20. The Contractor agrees to coordinate on a daily basis a reasonable access to all MTS and SD&AE facilities with contract operators, SDTI, and SD&IV. Trolley operations are generally from the hours of 4:00 a.m. to 2:00 a.m. the following day. SD&IV freight trains operate during non-Trolley hours.
21. The Contractor agrees to restore all facilities, improvements, landscaping, etc., to their original condition by the completion of the Work or as shown on Plans.
22. The Contractor agrees that no work by the Contractor or the Subcontractors will interfere with railroad and trolley operations.
23. The Contractor shall notify SDTI and SD&IV a minimum of 2 Working Days prior to the start of the Work on subject property and within 1 Working Day after completion of the Work.
24. The Contractor shall not store equipment, tools, and materials within 15' from the centerline of any operable track.
25. The Contractor shall remove all of the Contractor's tools, equipment, and materials from railroad premises promptly upon completion of the Work, restoring railroad premises to the same state and condition as when the Contractor entered thereon.

26. No vehicular crossing over tracks shall be installed or used by The Contractor without prior written permission of Railroad.
27. The Contractor shall perform all work in accordance with applicable California Public Utilities Commission and regulations and MTS LRT Design Criteria.
28. The Contractor shall maintain safe pedestrian access to all trolley platforms and bus stops at all times. A minimum five-foot-wide accessible pedestrian path through the construction site shall be maintained at all times. The construction boundary shall consist of a top and bottom rail constructed of ¾" plastic pipe, OSHA plastic mesh, or approved equal. Yellow caution tape is not acceptable.
29. The Contractor shall not use or store hazardous substances, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA") or petroleum or oil as defined by applicable environmental laws on the Railroad right-of-way.
30. Any contractors or subcontractors performing work on the Railroad right-of-way, or entering the right-of-way on behalf of the Contractor, shall be deemed agents of the Contractor.
31. The Contractor's on-site supervision shall retain or maintain a fully executed copy of the Right of Entry Permit at all times while on the Railroad right-of-way.

Additional information may be obtained at:
<http://www.sdmts.com/Business/Permits.asp>

7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 ¾".

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

ADD:

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

SECTION 207 – PIPE

- 207-17.2.3 Pipe Manufacturer.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

PVC products as manufactured or distributed by J-M Manufacturing Company shall not be used on the Contract for pressurized pipe **unless specified otherwise.**

- 207-27 FUSIBLE NON-PRESSURE POLYVINYLCHLORIDE PIPE.** DELETE in its entirety.

SECTION 300 – EARTHWORK

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

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

SECTION 302 – ROADWAY SURFACING

- 302-3 Preparatory Repair Work.**

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2" for Residential streets, and a minimum depth of 3" for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2" for residential streets, and a minimum of 3" for all

others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.

4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10” below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, “Crushed Aggregate Base.”
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, “Crushed Miscellaneous Aggregate Base.”
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 “Tack Coat.”
7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, “ASPHALT CONCRETE PAVEMENT.” Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, “ASPHALT CONCRETE.”
8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 “Density and Smoothness.” After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4” wide continuous band of SS-1H.
10. The minimum dimension for each individual repair shall be 4’ x 4’ and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, “SUBGRADE PREPARATION.”
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, “Crushed Aggregate Base.” Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, “Crushed Miscellaneous Base.”
 - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
 - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, “Tack Coat” before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

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

302-3.2 Payment.

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

4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

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

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

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

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

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

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

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

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

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

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

SECTION 500 – PIPELINE

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

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

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

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

- Contractor’s Experience and Past Project Documentation
- Manufacturer Certification
- Authorized Installer Certification

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

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

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

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

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

500-1.6 **SERVICE LATERALS.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

500-1.6 **Service Lateral Rehabilitation.**

500-1.6.1 **General.**

1. The rehabilitation shall be accomplished using a fabric or fiberglass tube of particular length and a thermoset resin with physical and chemical properties appropriate for the application without excavation and disturbing surface improvements. The tube is vacuum impregnated with the resin. Access to an upstream end of the service lateral is made by excavation in the public right of way. Installation of the resin-impregnated tube into the service lateral may be

performed either by Type A inversion in accordance with ASTM F1216 or by Type B pull-in in accordance with ASTM F 1743, and may be performed from either the mainline or the excavated end of the lateral.

2. The cured-in-place liner shall extend the entire length of the lateral from the access point to the mainline. The liner shall be extended sufficiently to create a water tight seal at the main and the liner interface. Once the tube or resin composite is cured, the installation equipment shall be removed and the protruding end in the collector shall be cut using a robotic cutting device. A sewer cleanout in accordance with the Standard Drawing SDS-102 "Sewer Lateral Cleanout (In Driveway, Paved Alley, Sidewalk, or Other Area Subject to Traffic)" or SDS-103 "Sewer Lateral Cleanout Outside Traveled Way" shall be installed at the access point and properly backfilled. The Resident Engineer will determine if a new cleanout needs to be installed.
3. The liner shall be extended sufficiently to create a water tight seal at the main and the liner interface.
4. If there is a SLC in place, then the cured-in-place lateral liner shall have a minimum overlap of 2" over the previously installed SLC sewer main lateral connection.

500-1.6.2 Material.

- a) The tube shall consist of one or more layers of flexible needled felt, or an equivalent material. Where the tube is fabricated from non woven felt, the longitudinal and circumferential joints are made up by seal bonding. The tube shall be capable of conforming to bends, off-set joints, bells, and disfigured pipe sections. The resin and catalyst system as designed for the specific application shall meet the chemical resistance requirements of 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)."
- b) The composite of the materials above shall, upon installation inside the host pipe, shall exceed the minimum test standards specified in Table 500-1.4.2 (A).

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

- a) The Property Owner of the lateral being reconstructed shall be informed, and the flow stopped, for the period of reconstruction work. By-pass pumping the collector pipe may not be necessary for normal flows.
- b) The Contractor shall excavate an access pit at the appropriate upstream point on the service lateral in accordance with the reconstruction length determined by the Engineer.
- c) The Contractor shall always clean and use color video of the lateral line immediately prior to reconstruction to determine the structural condition of the pipeline. Roots, debris, and protruding service connections shall be removed prior to reconstruction. The video discs shall be formatted per Section 306-9.

- d) The tube shall be inspected for torn or frayed sections. If Resident Engineer determines that the tube is in good condition the tube shall then be vacuum impregnated with the thermoset resin.
- e) No open pans or uncontrolled open-air pouring of resin shall be allowed during tube saturation. Resin shall be contained within the inflation bladder during vacuum impregnation and insertion. The Contractor shall ensure that no public property is exposed to contamination by liquid resin compounds or components.
- f) The saturated tube along with the inflation bladder shall be inserted into the installation equipment and the end closed. The entire installation equipment shall be placed in the pipe access pit and aligned with the exposed end of the pipe.
- g) The resin and tube shall be completely protected during the placement. The resin shall not be contaminated or diluted by exposure to dirt, debris, or water during the placement.
- h) The tube shall be installed from the installation equipment by controlled air, water or steam pressure as in accordance with manufacturer instructions. The installation shall be stopped when the tube extends the entire length of the lateral section to be lined. The tube is held tightly in place against the wall of the host pipe by the pressure until the cure is complete.
- i) When the curing process is complete, the pressure is released and the inflation bladder reverted back into the installation equipment and removed from the pit.
- j) No barriers, coatings, or any material other than the cured tube or resin composite specifically designed for desirable physical and chemical resistance properties shall be left in the host pipe. Any materials used in the installation other than the cured tube or resin composite shall be removed.
- k) Any cured tube or resin composite pipe left protruding from the service connection shall be trimmed back using a hydraulic-powered robotic cutting device specifically designed for cutting cured-in-place pipe made from these materials.
- l) A second color video inspection shall be performed to verify the proper cure of the material, the proper trim of service connection, and the integrity of the seamless pipe. The video discs shall be formatted per Section 306-9.
- m) The bypass pumping system shall be removed and the sewer flows restored to normal flow conditions. The service lateral pipes shall be coupled together. The excavation shall be properly backfilled. The property owner of the service connection shall be informed when the Work is complete.

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

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

500-1.6.6 Payment.

- a) Payment for the Work covered under 500-1.6, “Service Laterals Rehabilitation” shall be made per Linear Feet for each lateral.
- b) The payment for the installation of a sewer cleanout at the access point and televising of the service laterals shall be included in the payment for lateral rehabilitation.
- c) Payment for in-situ point repairs shall be included in the bid price for in-situ point repairs and paid for in accordance with 500-1.1.9, “Measurement and Payment” and 500-1.2.7, “Payment.”

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

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

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

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

500-4 SERVICE LATERAL CONNECTION (SLC) SEALING.

500-4.1 General.

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

recommended by other lining system providers, or other approved means and methods to provide a smooth opening for connecting the lateral to the newly lined pipeline.

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

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

500-4.3 General Corrosion Requirements.

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

500-4.4 SLC Materials.

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

500-4.5 Physical Properties.

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

500-4.6 Installation Preparation.

- a) The Contractor shall remove internal debris out of the sewer line.

- b) Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the SLC into the pipelines, and it shall be noted so that these conditions can be corrected. A color video and suitable log shall be kept for later reference by the City.
- c) The Contractor, when required, shall provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for SLC is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow without service interruption. The bypass systems shall be approved in advance by the City.
- d) The service lateral shall be inactive during the time of installation.
- e) The Contractor shall clear the line of obstructions that prevent the insertion of the SLC material. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, the Contractor shall make an external point repair excavation to uncover and remove the obstruction. The Contractor shall inform the Engineer prior to the commencement of the Work.
- f) The mainline pipe opening shall be prepared to accept the SLC and the mainline rehabilitated pipe shall be maximized to obtain the best possible connection.
- g) The transition from the mainline pipe to the service lateral shall be smooth and continuous to provide adequate support for the SLC during installation and cure.

500-4.7 SLC Installation.

- a) The resin impregnated tube shall be loaded inside a pressure apparatus. The pressure apparatus, attached to a robotic device, shall be positioned in the mainline pipe at the service connection. The robotic device, together with a television camera, shall be used to align the SLC repair with the service connection opening. Air pressure, supplied to the pressure apparatus through an air hose, shall be used to invert the resin impregnated SLC into the lateral pipe. The inversion pressure shall be adjusted to fully invert the SLC into the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process not to over-stress the tube.
- b) The pressure apparatus shall include a bladder which shall inflate in the mainline pipe, effectively seating the SLC repair against the service connection.
- c) After inversion or pull in is completed, recommended pressure is maintained on the impregnated tube for the duration of the curing process. Curing method shall be compatible with the resin selected. An ultraviolet (UV) light cured, heat cured or ambient cured resin system is typically used.

- d) The initial cure shall be deemed to be completed when the SLC has been exposed to the UV light, heat source or held in place for the time period specified by the manufacturer.
- e) The Contractor shall cool the hardened SLC before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.
- f) The finished SLC shall be free of dry spots, lifts and delamination. The lateral SLC shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes. Frayed ends of the SLC repair shall be removed prior to acceptance.
- g) During the warranty period, any defects which shall affect the integrity of strength of the SLC shall be repaired at the Contractor's expense in a manner mutually agreed upon by the manufacturer, City, and the Contractor.
- h) After the Work is completed, the Contractor shall provide the City with a video disc formatted per Section 306-9 showing the completed work including the restored conditions.

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

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

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for Pipeline Rehabilitation X-1, as referenced in the Contract Appendix. You must comply with all requirements of the Environmental Exemption as set forth in the Contract Appendix A.

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

Notice of Exemption

NOTICE OF EXEMPTION

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

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

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

PROJECT/WBS No.: B-13098.02.06

PROJECT TITLE: PIPELINE REHABILITATION X-1

PROJECT LOCATION-SPECIFIC: The project would occur within the public right-of-way, City-owned easements and private property, and would affect portions of the following streets within the Carmel Valley, La Jolla, University, Kearny Mesa, Navajo, College Area, Downtown and Skyline-Paradise Hills Community Planning Areas (Council Districts 1, 3, 4, 6, 7 and 9): Stadium Street, Lightwave Avenue, Complex Drive, Castellana Road, Valdes Drive, Carmel Park Drive, State Route 56 westbound off-ramp, Jackson Drive, Twin Lake Drive, Blue Lake Drive, Reservoir Drive, Alumni Place, Third Avenue, Baja Drive, Helm Street and Tuther Way.

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

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: The project would include the rehabilitation of 4,092 linear feet (LF) (0.78 miles) of existing concrete pipe (CP), vitrified clay (VC) and polyvinyl chloride (PVC) sewer mains using trenchless technology. Associated improvements would consist of the rehabilitation and replacement of existing manholes, rehabilitation of existing sewer laterals including one point repair requiring open trenching within the existing trench alignment at the existing main depth.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego – Public Works; Contact: Jericho Gallardo
600 B Street, Suite 800, MS 908A
San Diego, CA 92101
(619) 533-7523

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);
- DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- EMERGENCY PROJECT (SEC. 21080(b)(4); 15269(b)(c));
- CATEGORICAL EXEMPTION: 15301 (EXISTING FACILITIES) and 15302 (REPLACEMENT OR RECONSTRUCTION)
- STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego has conducted an environmental review and determined the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Sections 15301 and 15302, which allow for repair, maintenance and minor alteration of existing public facilities used to provide sewerage; replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity; and where the exceptions listed in 15300.2 would not apply. The project would involve rehabilitation of existing sewer facilities for repair purposes only, and would not remove any healthy, mature, scenic trees. Disturbed surface area associated with trenching and backfilling would be restored.

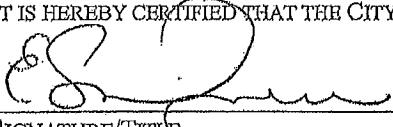
LEAD AGENCY CONTACT PERSON: Martha Blake

TELEPHONE: (619) 446-5375

IF FILED BY APPLICANT:

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

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



SIGNATURE/TITLE

SENIOR PLANNER

AUGUST 6, 2013

DATE

CHECK ONE:

SIGNED BY LEAD AGENCY

SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B

Fire Hydrant Meter Program

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter
Contract Acct #:	Deposit Amount: \$ 936.00 Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05 Meter Make and Style: 6-7
Backflow #	Backflow Size: Backflow Make and Style:
Name:	Signature: Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

Materials Typically Accepted by Certificate of Compliance

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D

Sample City Invoice

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

APPENDIX E

Location Map

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PIPELINE REHABILITATION X-1 LOCATION MAP (1 OF 3)

SENIOR ENGINEER
RANIA AMEN
619-533-5492

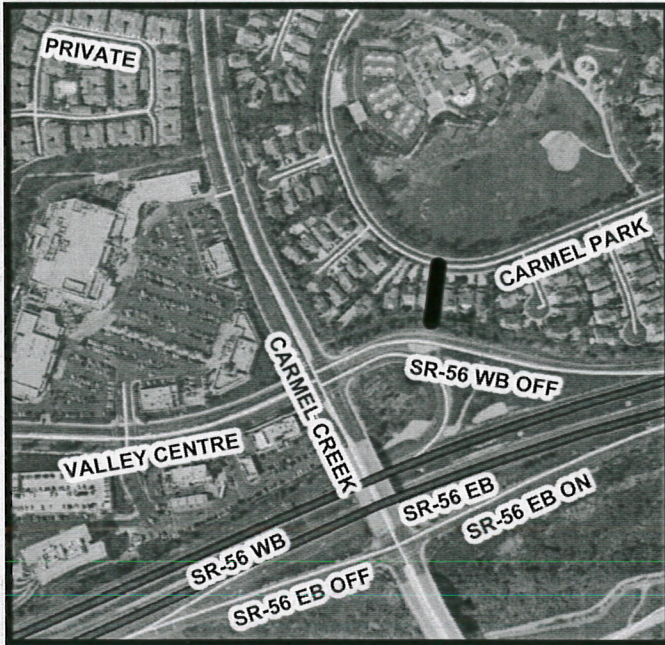
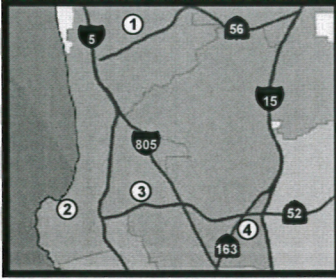
PROJECT MANAGER
JERICO GALLARDO
619-533-7523

PROJECT ENGINEER
ELIZABETH DUNN
619-533-7461

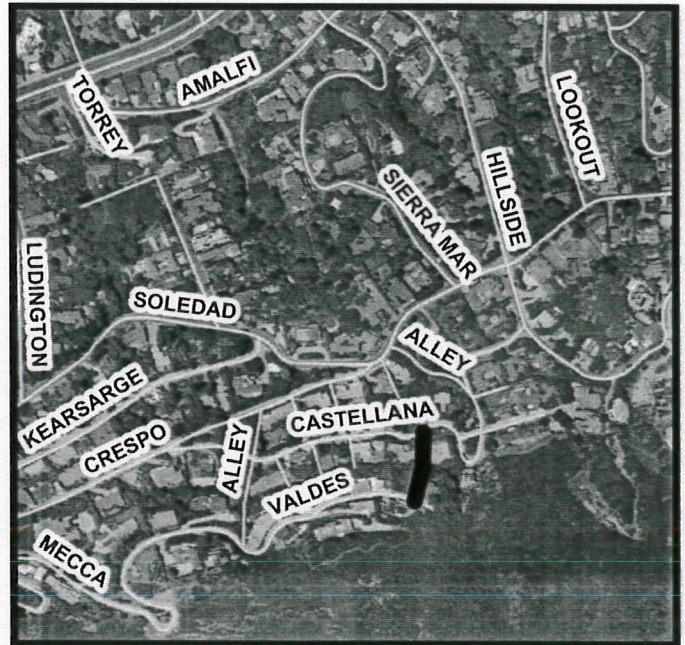
CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207



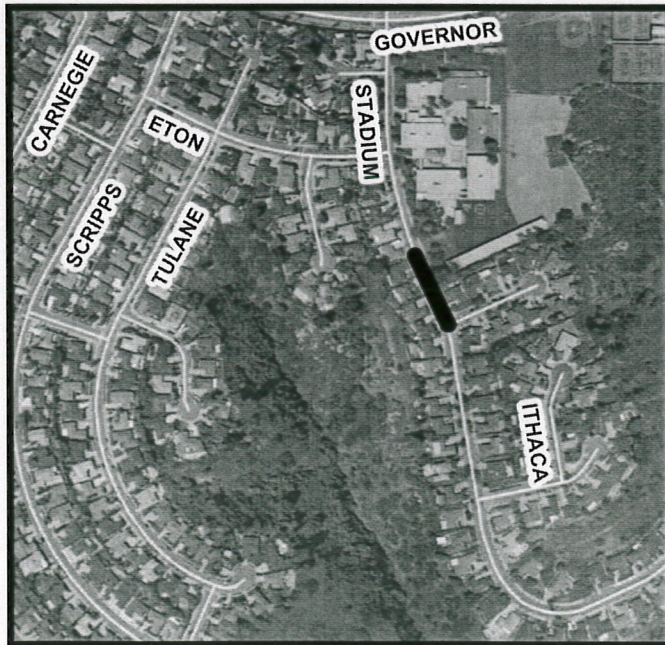
Right-Of-Way Division



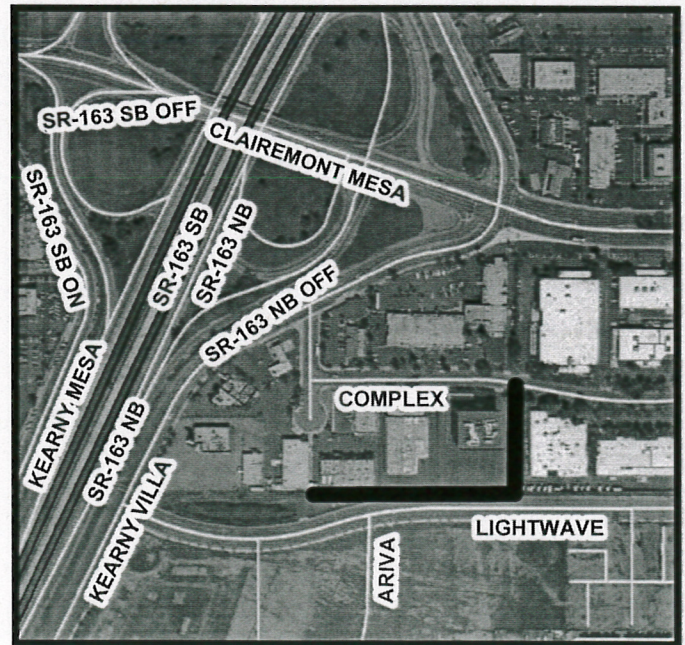
PROJECT LOCATION 1



PROJECT LOCATION 2





PROJECT LOCATION 3



PROJECT LOCATION 4

Legend

-  Prop. Rehab Pipe
-  Project Location



COMMUNITY NAME: Carmel Valley,
La Jolla, University, Kearny Mesa

COUNCIL DISTRICT: 1 & 6

SAP ID: B-13098

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PIPELINE REHABILITATION X-1 LOCATION MAP (2 OF 3)



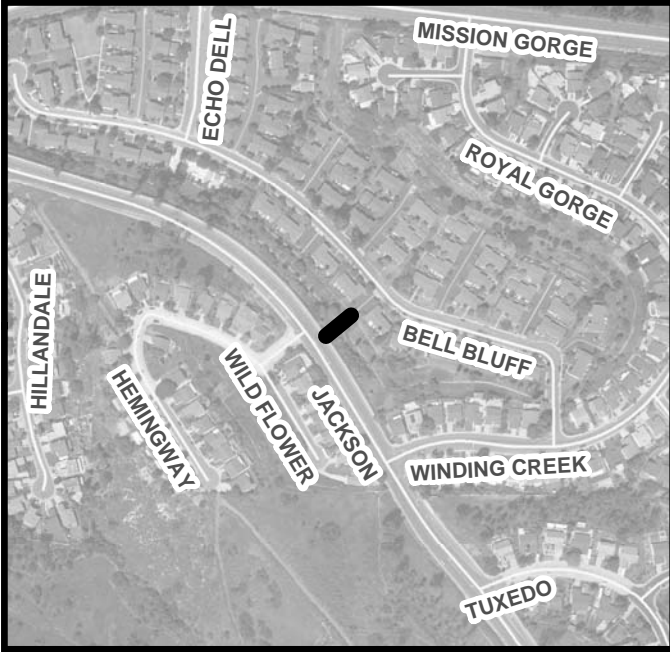
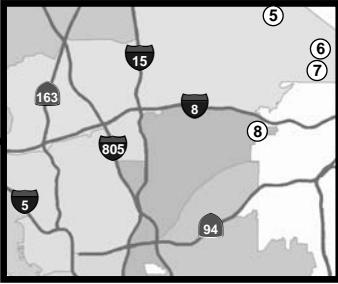
SENIOR ENGINEER
RANIA AMEN
619-533-5492

PROJECT MANAGER
JERICO GALLARDO
619-533-7523

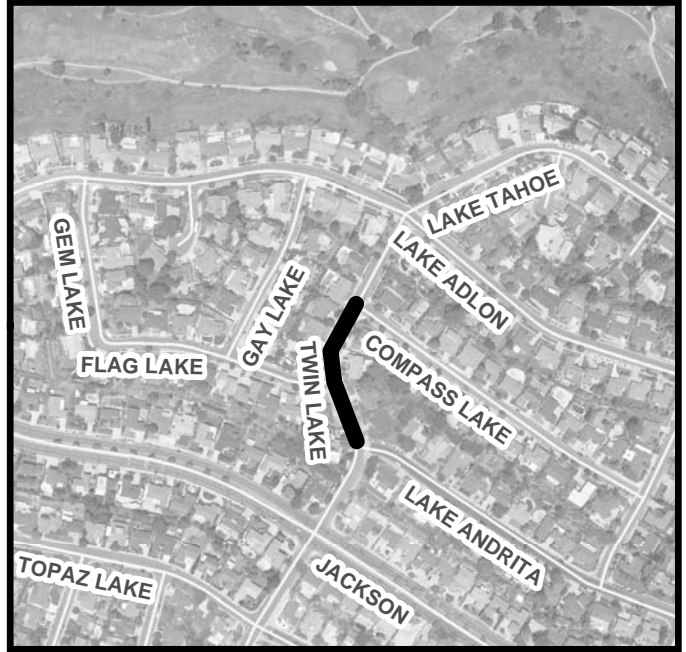
PROJECT ENGINEER
ELIZABETH DUNN
619-533-7461

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207

Right-Of-Way Division



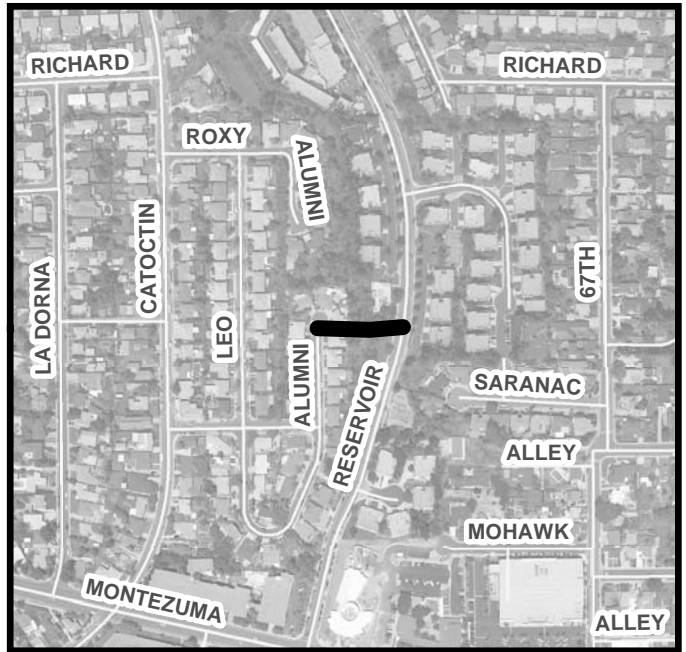
PROJECT LOCATION 5



PROJECT LOCATION 6





PROJECT LOCATION 7



PROJECT LOCATION 8

Legend

-  Prop. Rehab Pipe
-  Project Location



PIPELINE REHABILITATION X-1 LOCATION MAP (3 OF 3)



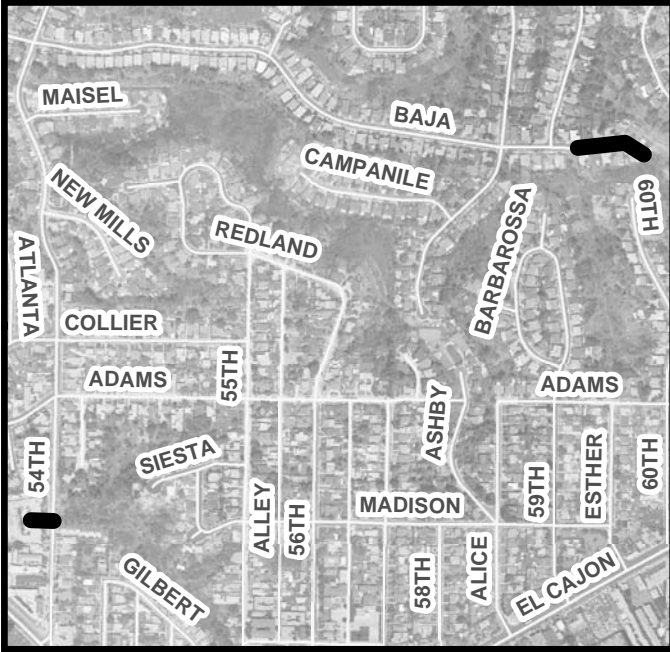
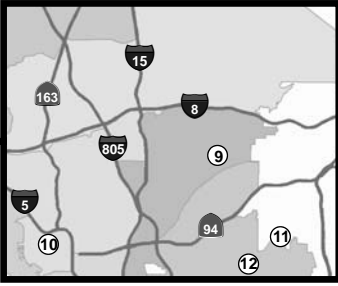
SENIOR ENGINEER
RANIA AMEN
619-533-5492

PROJECT MANAGER
JERICO GALLARDO
619-533-7523

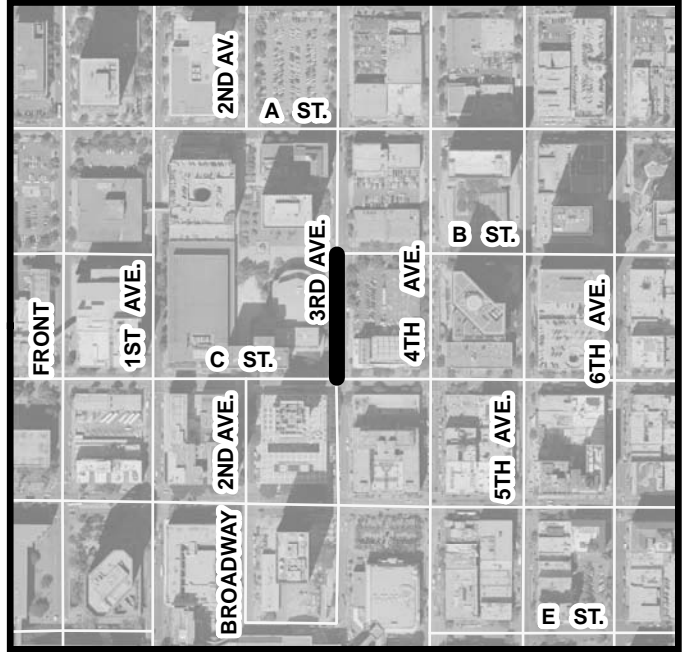
PROJECT ENGINEER
ELIZABETH DUNN
619-533-7461

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207

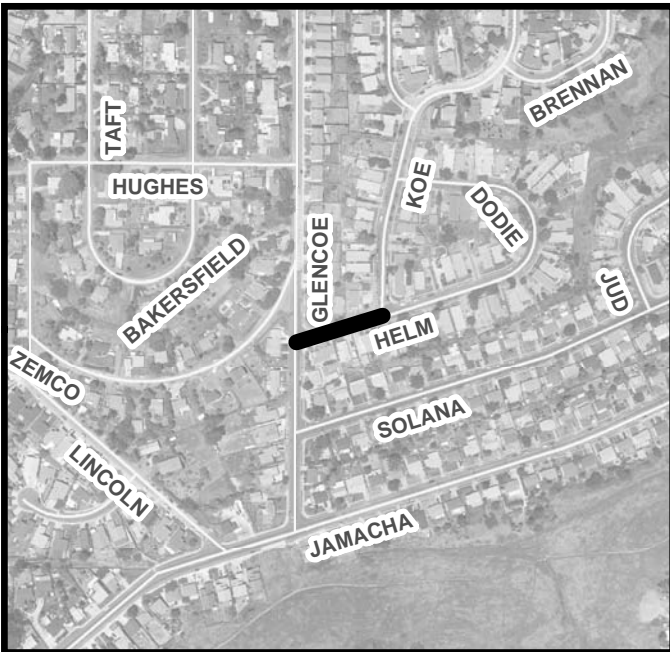
Right-Of-Way Division



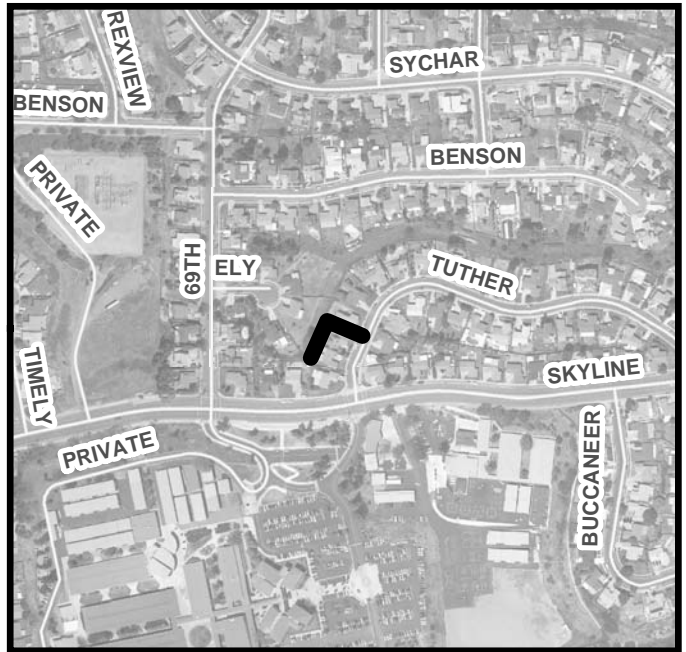
PROJECT LOCATION 9



PROJECT LOCATION 10





PROJECT LOCATION 11



PROJECT LOCATION 12

Legend

-  Prop. Rehab Pipe
-  Project Location



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APPENDIX F

Adjacent Projects

Civic Theater Exterior Restroom_ADA

SENIOR ENGINEER (OCA)
Julian Espinoza
619-533-4384

PROJECT MANAGER
Julian Espinoza
619-533-4384

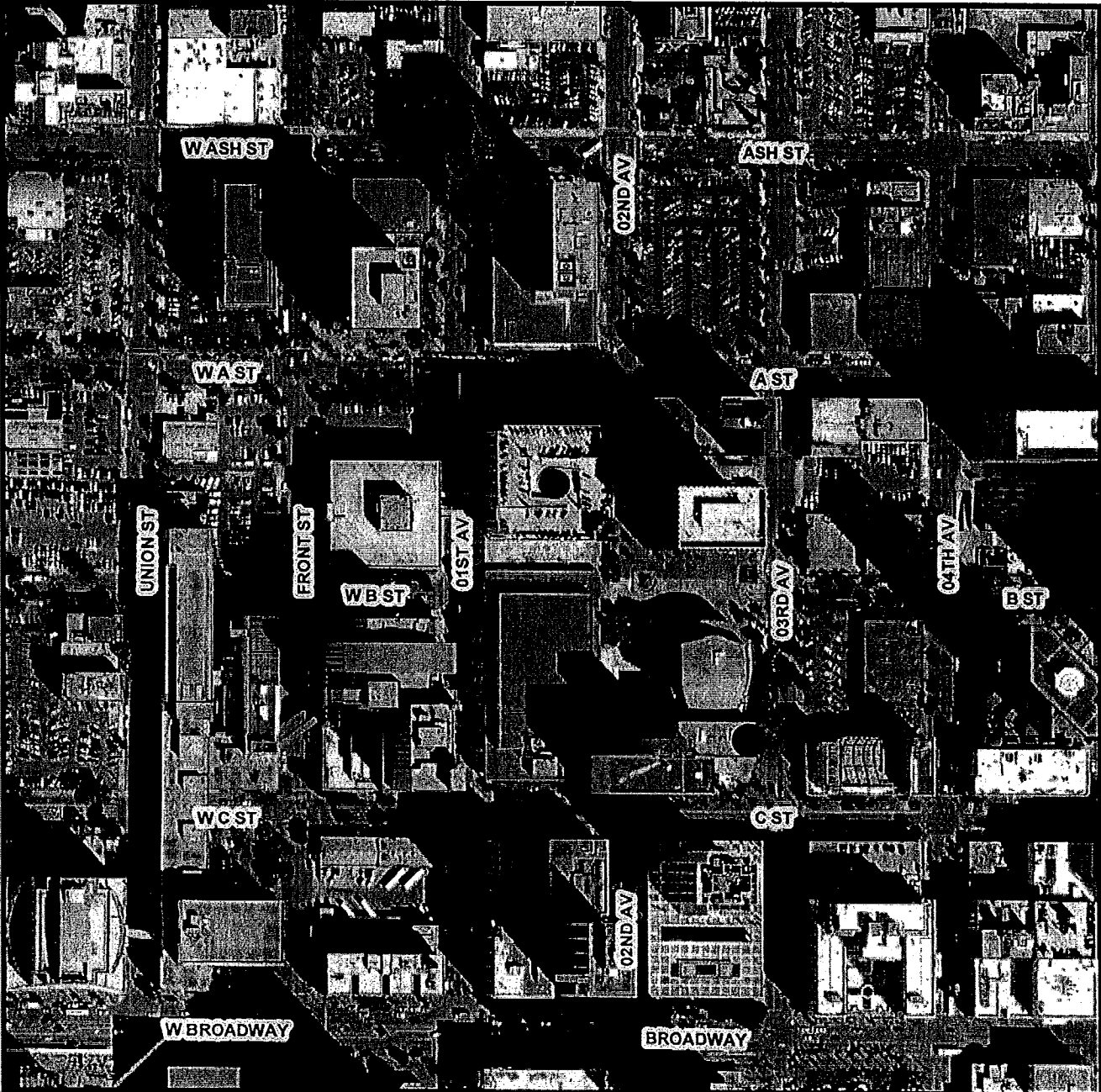
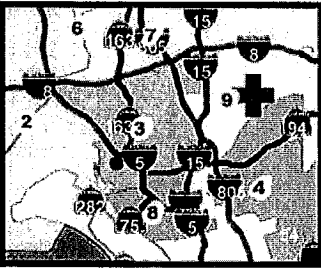
PROJECT ENGINEER
Ryan Greek
619-533-3767

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207

CITY OF SAN DIEGO
PUBLIC WORKS
DEPARTMENT

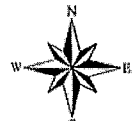


Project Implementation and Technical Services (PITS)
CIP Preliminary Engineering and Program Coordination



Legend

● Project Location



No Scale

S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\Sect_Preliminary_Engineering\Buildings\Civic Theater Exterior Restrooms_ADA\CIPTracking

COMMUNITY NAME: Downtown

COUNCIL DISTRICT: 02

SAP ID: B-13073

Date: December 18, 2012

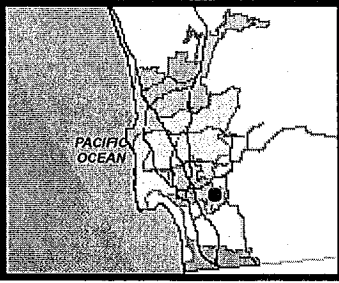


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MACC TASK #1 - WATER GROUP 949

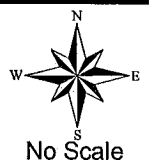


PUBLIC INFORMATION OFFICER
619-533-4270



Legend

 GJ949



COMMUNITY NAME:
SKYLINE-PARADISE HILLS

COUNCIL DISTRICT: 4

SAP ID: B11045 (W)

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TYRIAN ST. & SOLEDAD AVE.SMR



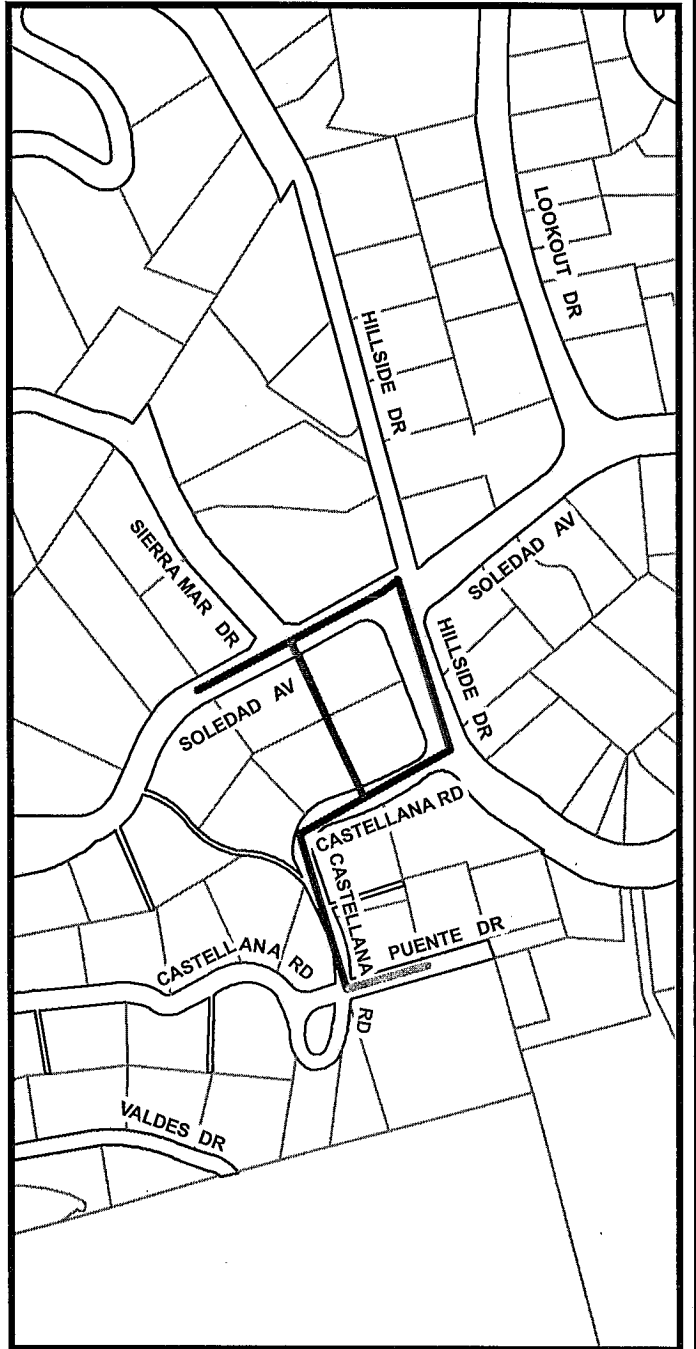
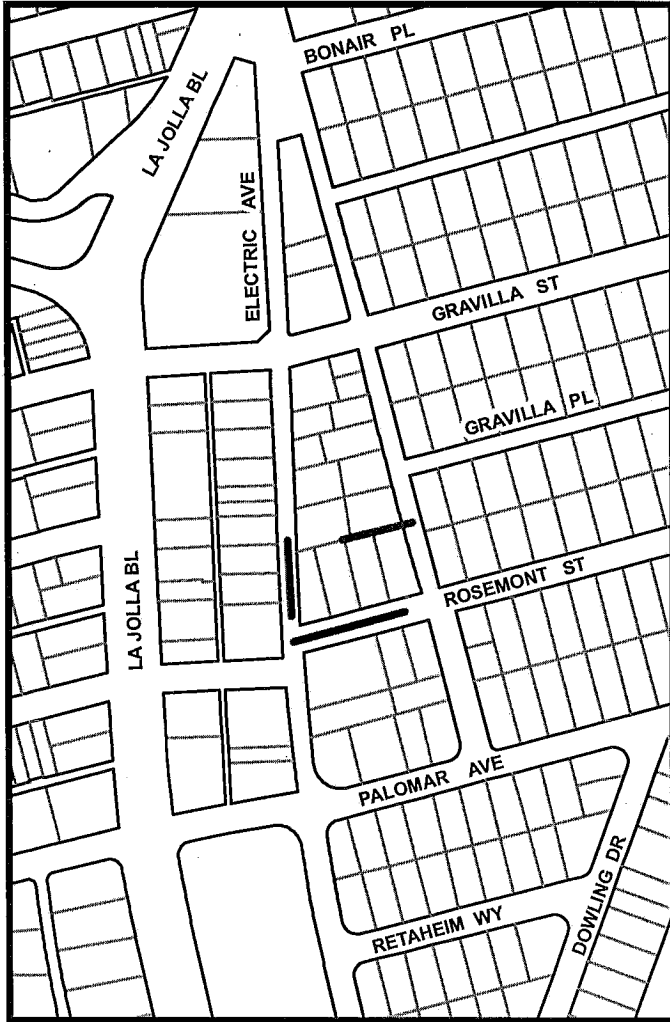
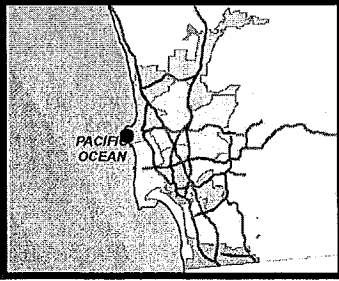
RIGHT-OF-WAY DIVISION

SENIOR ENGINEER
 RANIA AMEN
 619-533-5492




PROJECT MANAGER
 JERICHO GALLARDO
 619-533-7523

PROJECT ENGINEER
 YOUSIF BENYAMIN
 619-533-5103

PUBLIC INFORMATION OFFICER
 619-533-4207



Legend

-  Proposed Sewer
-  Sewer Main To Be Abandoned
-  Sewer Main To Be Rehabbed



COMMUNITY NAME: La Jolla

COUNCIL DISTRICT: 1

WBS: B-12111

Date: July 30, 2013



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APPENDIX G

Scope of Work Tables & Site Maps



PIPELINE REHABILITATION X-1

Sewer Pipelines

MAP SHT NO.	THOMAS BRO.	STREET NAME	FSN	LENGTH	SIZE	MAT'L.	ACTION	DS MH ID	DS MH IE	DS MH DEPTH	US MH ID	US MH IE	US MH DEPTH	COUNCIL DISTRICT	COMMUNITY	GATE PAGE
CD1-1	1227G6	CASTELLANA	2622	205.00	6	CP	Rehab	33	302.12	6.00	73	390.12	8.00	1	LA JOLLA	B 10 S
CD1-2	1188B7	CARMEL PARK	6450	200.00	8	PVC	Rehab	430	60.23	14.00	117	61.98	9.00	1	CARMEL VALLEY	C 01 S
CD1-3	1228D6	STADIUM	13200	238.00	8	VC	Rehab	10	322.10	19.00	7	323.05	18.00	1	UNIVERSITY	D 10 S
CD3-1	1289A3	03RD	29281	390.00	10	VC	Rehab	185	31.58	0.00	146	32.89	18.00	3	DOWNTOWN	G 22 S
CD4-1	1290F4	TUTHER	60251	138.00	8	VC	Rehab	124	372.12	8.00	128	384.02	4.00	4	SKYLINE-PARADISE HILLS	L 23 S
CD4-1	1290F4	TUTHER	60252	119.00	8	VC	Pt. Repair/Rehab	128	384.02	4.00	517	385.40	7.00	4	SKYLINE-PARADISE HILLS	L 23 S
CD4-2	1290G2	HELM	63173	276.00	8	VC	Rehab	98	612.40	6.00	100	596.00	19.00	4	SKYLINE-PARADISE HILLS	M 22 S
CD6-1	1249D1	COMPLEX	32315	330.00	15	VC	Rehab	136	397.16	19.00	135	398.00	20.00	6	KEARNY MESA	H 11 S
CD6-1	1249D1	LIGHTWAVE	32327	616.00	15	VC	Rehab	127	389.72	21.00	136	397.16	19.00	6	KEARNY MESA	H 11 S
CD7-1	1250D3	JACKSON	56604	108.00	8	VC	Rehab	79	325.50	7.00	80	370.71	17.00	7	NAVAJO	L 13 S
CD7-2	1250G5	TWIN LAKE	62622	166.00	8	VC	Rehab	127	655.05	16.00	126	655.72	10.00	7	NAVAJO	M 14 S
CD7-2	1250G5	TWIN LAKE	62623	103.00	8	VC	Rehab	128	654.64	16.00	127	655.05	16.00	7	NAVAJO	M 14 S
CD7-2	1250G5	TWIN LAKE	62626	184.00	8	VC	Rehab	261	650.95	8.00	128	654.64	16.00	7	NAVAJO	M 14 S
CD7-3	1250G6	BLUE LAKE	62857	280.00	8	VC	Rehab	100	596.00	19.00	101	597.12	15.00	7	NAVAJO	M 15 S
CD9-1	1270C3	BAJA	51088	264.00	8	VC	Rehab	294	365.05	8.00	293	366.37	20.00	9	COLLEGE AREA	K 17 S
CD9-1	1270C3	BAJA	51089	106.00	8	VC	Rehab	293	366.37	20.00	292	368.22	20.00	9	COLLEGE AREA	K 17 S
CD9-2	1270B3	54TH	51488	109.00	8	VC	Rehab	374	342.92	4.00	774	371.32	11.00	9	COLLEGE AREA	K 18 S
CD9-3	1270D2	RESERVOIR	58157	100.00	8	PVC	Rehab	174	381.11	17.00	170	390.49	10.00	9	COLLEGE AREA	L 17 S
CD9-3	1270D2	ALUMNI	58158	160.00	8	VC	Rehab	170	390.49	10.00	162	427.34	9.00	9	COLLEGE AREA	L 17 S

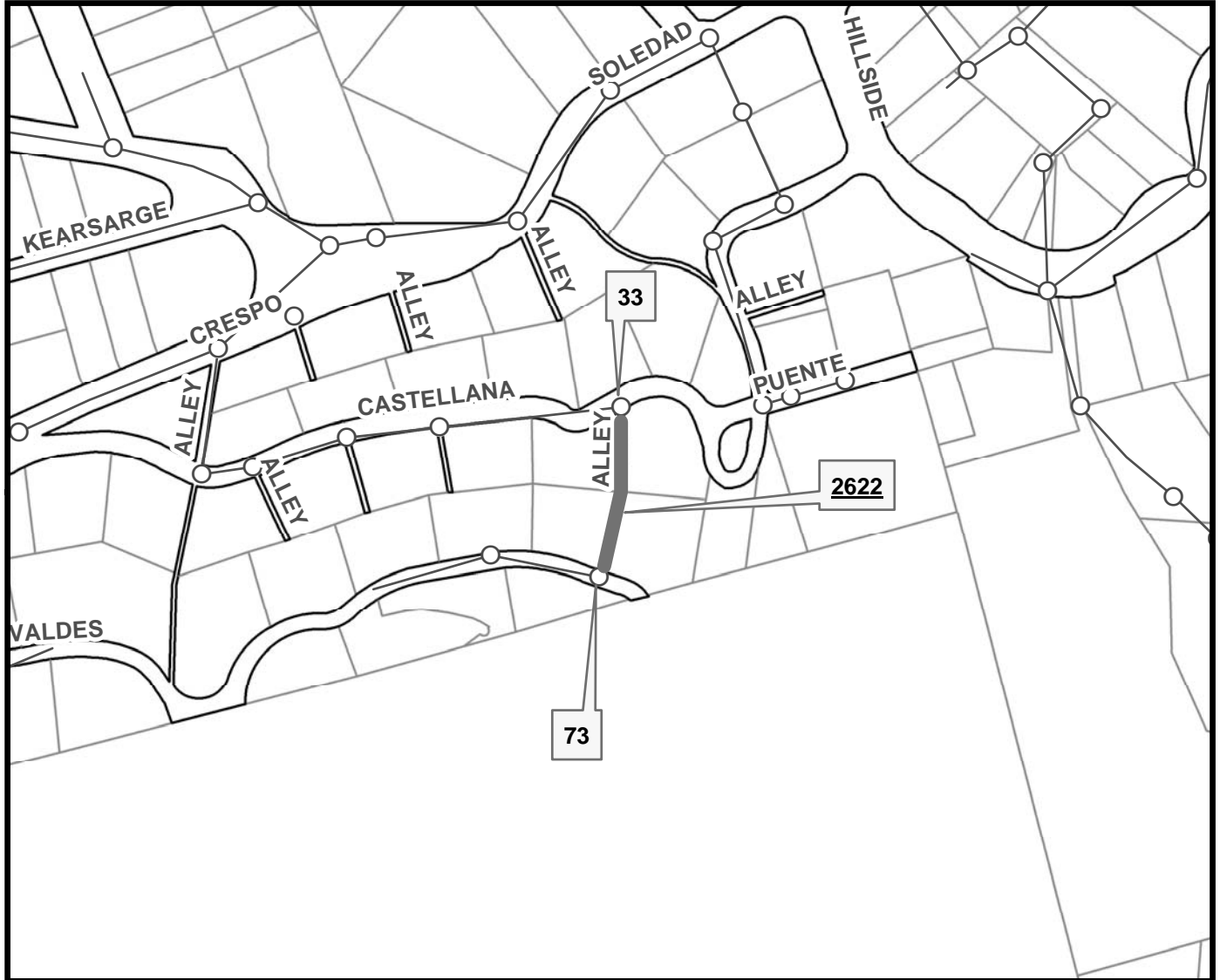
REHAB MH (Total) 6
 REPLACE MH (Total) 2

NOTE: THIS TABULATION IS ARRANGED ACCORDING TO COUNCIL DISTRICT

PIPELINE REHABILITATION X-1





Sheet No.: CD 1_1
 Thomas Bros. : 1227 G 6

Right-Of-Way Division



Legend



-  Manhole ID
-  Facility Sequence Number (FSN)
-  Ex. Pipe & Manhole
-  Prop. Rehab Pipe

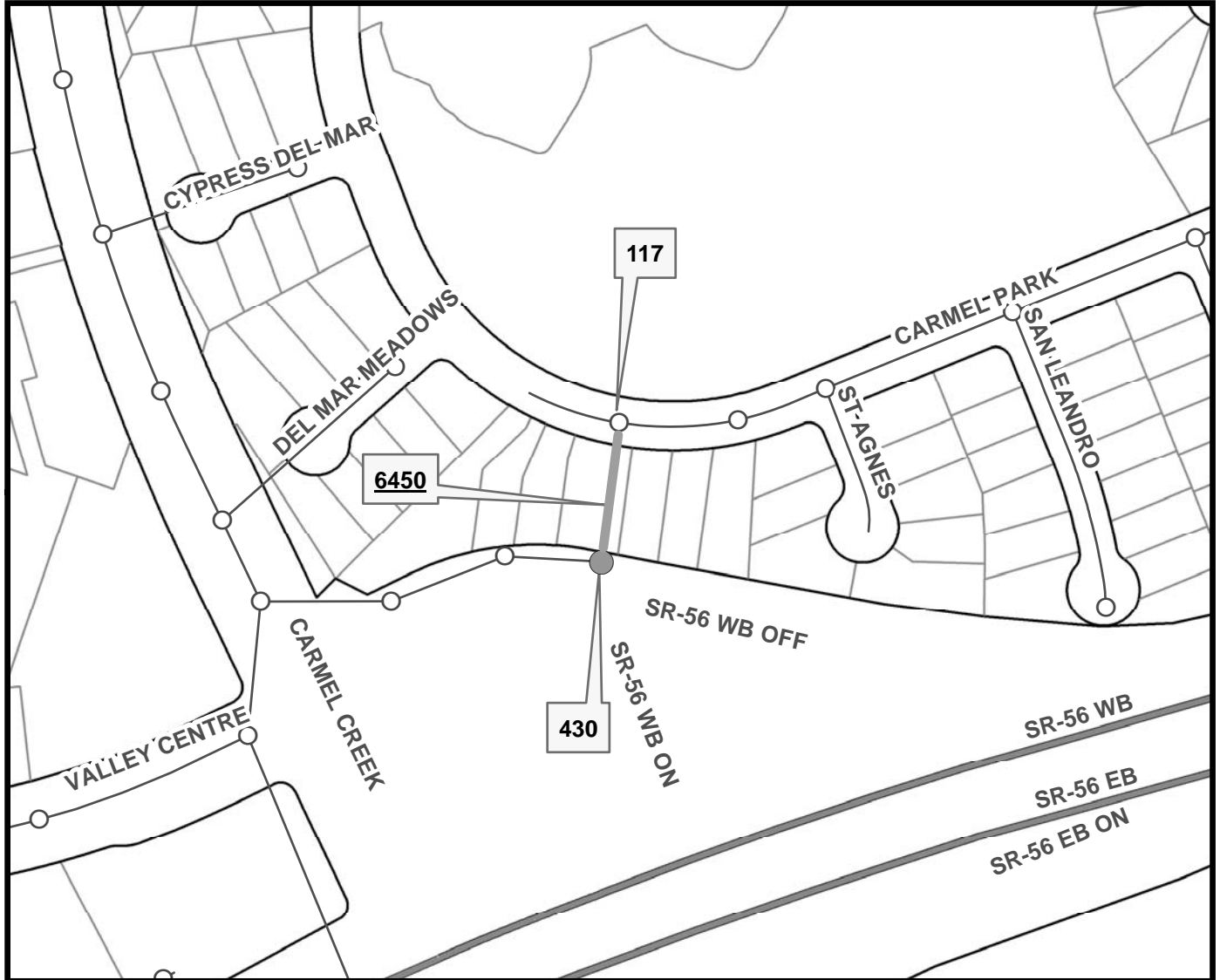


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PIPELINE REHABILITATION X-1

Sheet No.: CD 1_2
 Thomas Bros. : 1188 B 7

Right-Of-Way Division



Legend

-  Prop. Rehab. Manhole
-  Manhole ID
-  Facility Sequence Number (FSN)
-  Ex. Pipe & Manhole
-  Prop. Rehab Pipe
-  Freeway

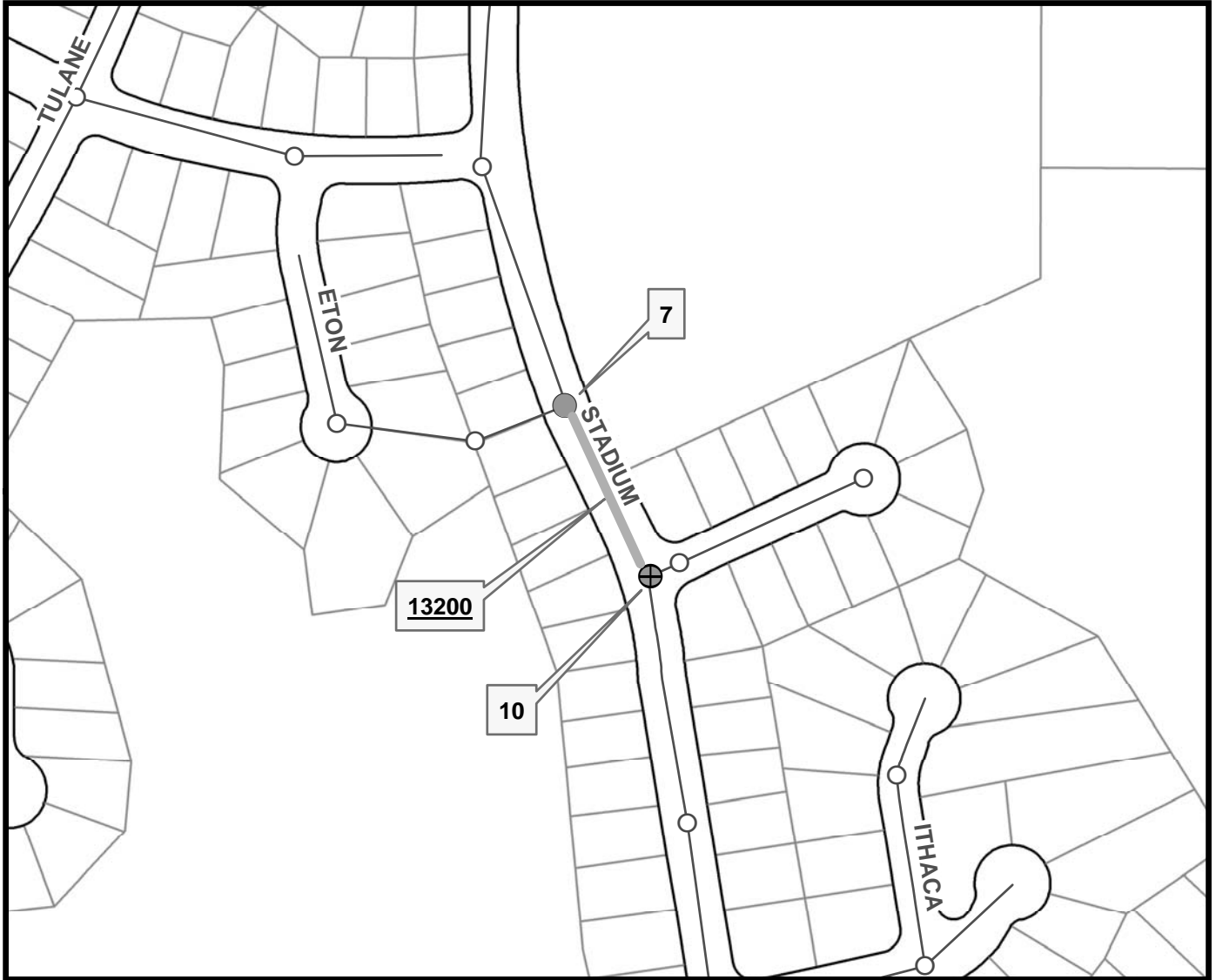


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PIPELINE REHABILITATION X-1

Sheet No.: CD 1_3
 Thomas Bros. : 1228 D 6

Right-Of-Way Division



Legend

-  Prop. Rehab. Manhole
-  Prop. Replace Manhole
-  Manhole ID
-  Facility Sequence Number (FSN)
-  Ex. Pipe & Manhole
-  Prop. Rehab Pipe

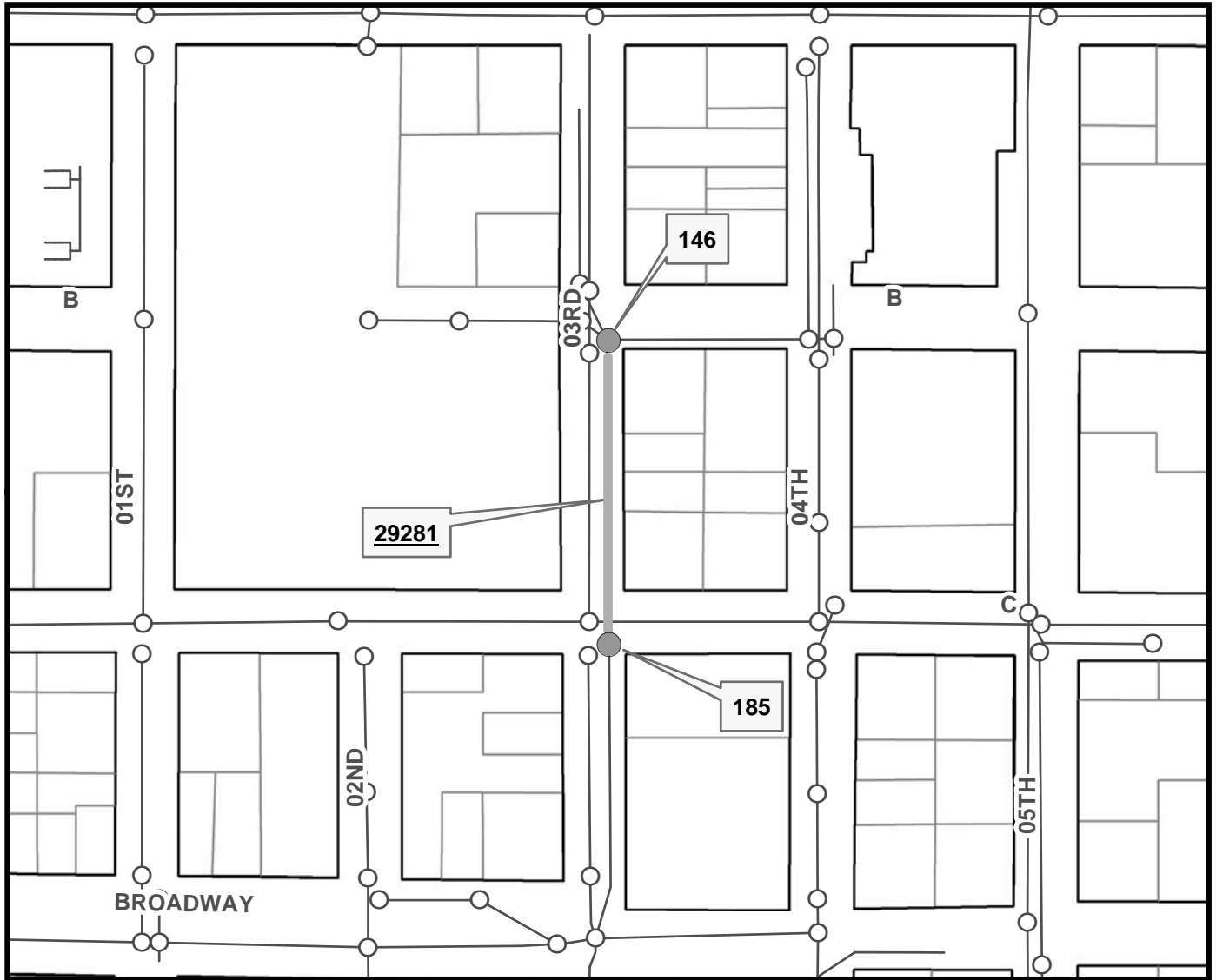


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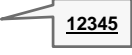


PIPELINE REHABILITATION X-1

Sheet No.: CD 3_1
 Thomas Bros. : 1289 A 3

Right-Of-Way Division



Legend

-  Prop. Rehab. Manhole
-  Manhole ID
-  Facility Sequence Number (FSN)
-  Ex. Pipe & Manhole
-  Prop. Rehab Pipe

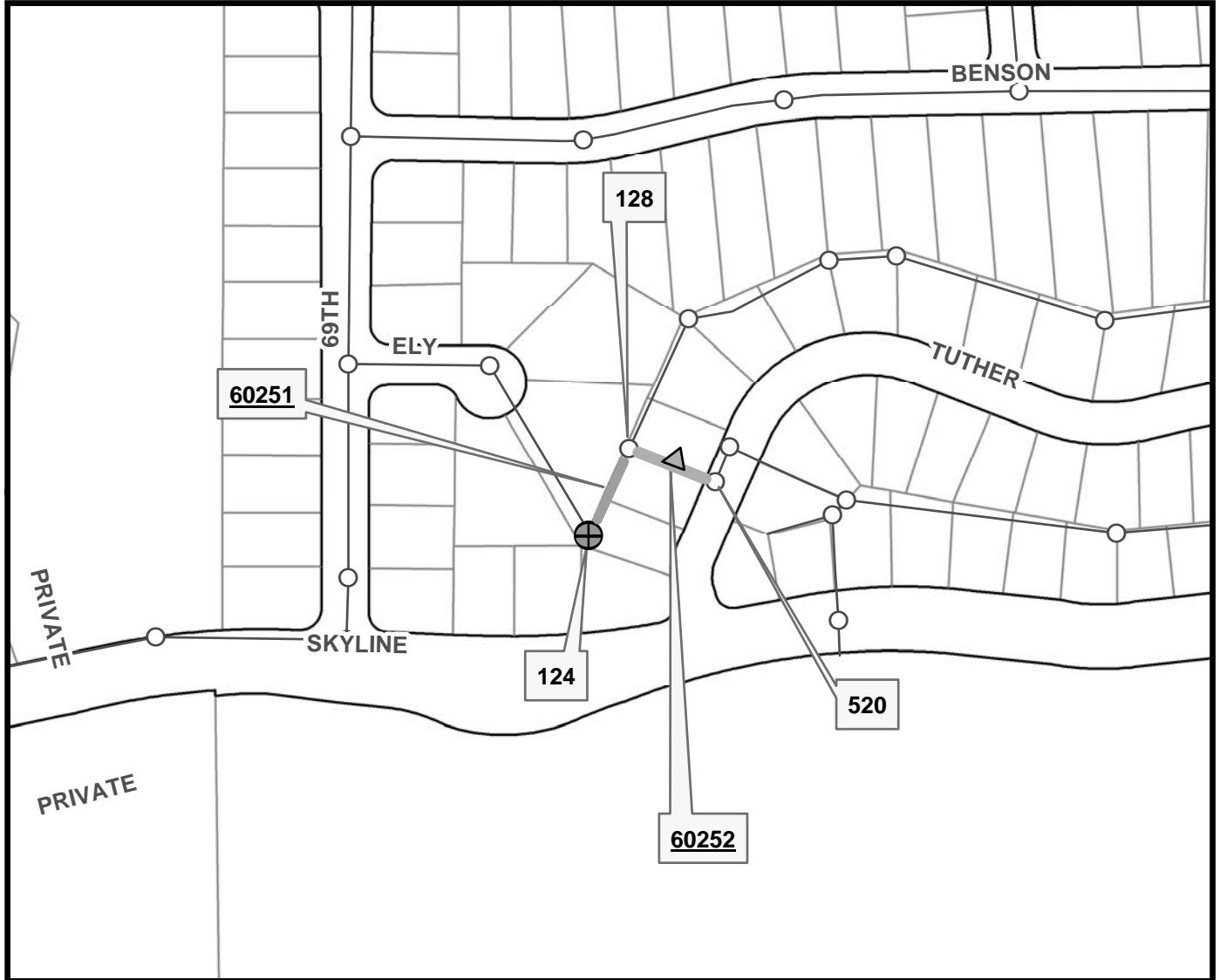


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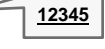



PIPELINE REHABILITATION X-1

Sheet No.: CD 4_1
 Thomas Bros. : 1290 F 4

Right-Of-Way Division



Legend

-  Prop. Replace Manhole
-  Manhole ID
-  Facility Sequence Number (FSN)
-  Ex. Pipe & Manhole
-  Prop. Rehab Pipe
-  Prop. Rehab Pipe / Point Repair

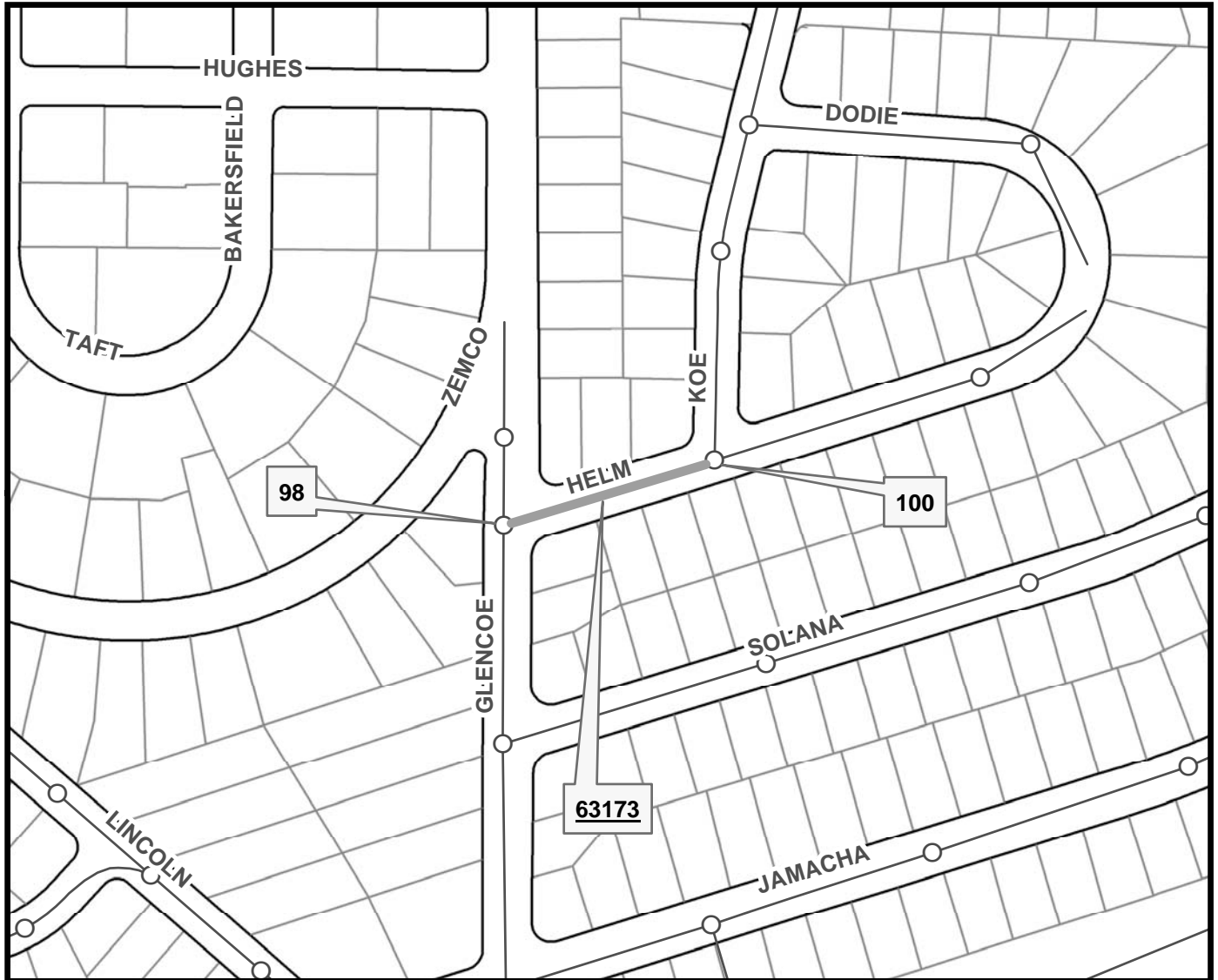


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PIPELINE REHABILITATION X-1

Sheet No.: CD 4_2
 Thomas Bros. : 1290 G 2

Right-Of-Way Division



Legend

-  Manhole ID
-  Facility Sequence Number (FSN)
-  Ex. Pipe & Manhole
-  Prop. Rehab Pipe

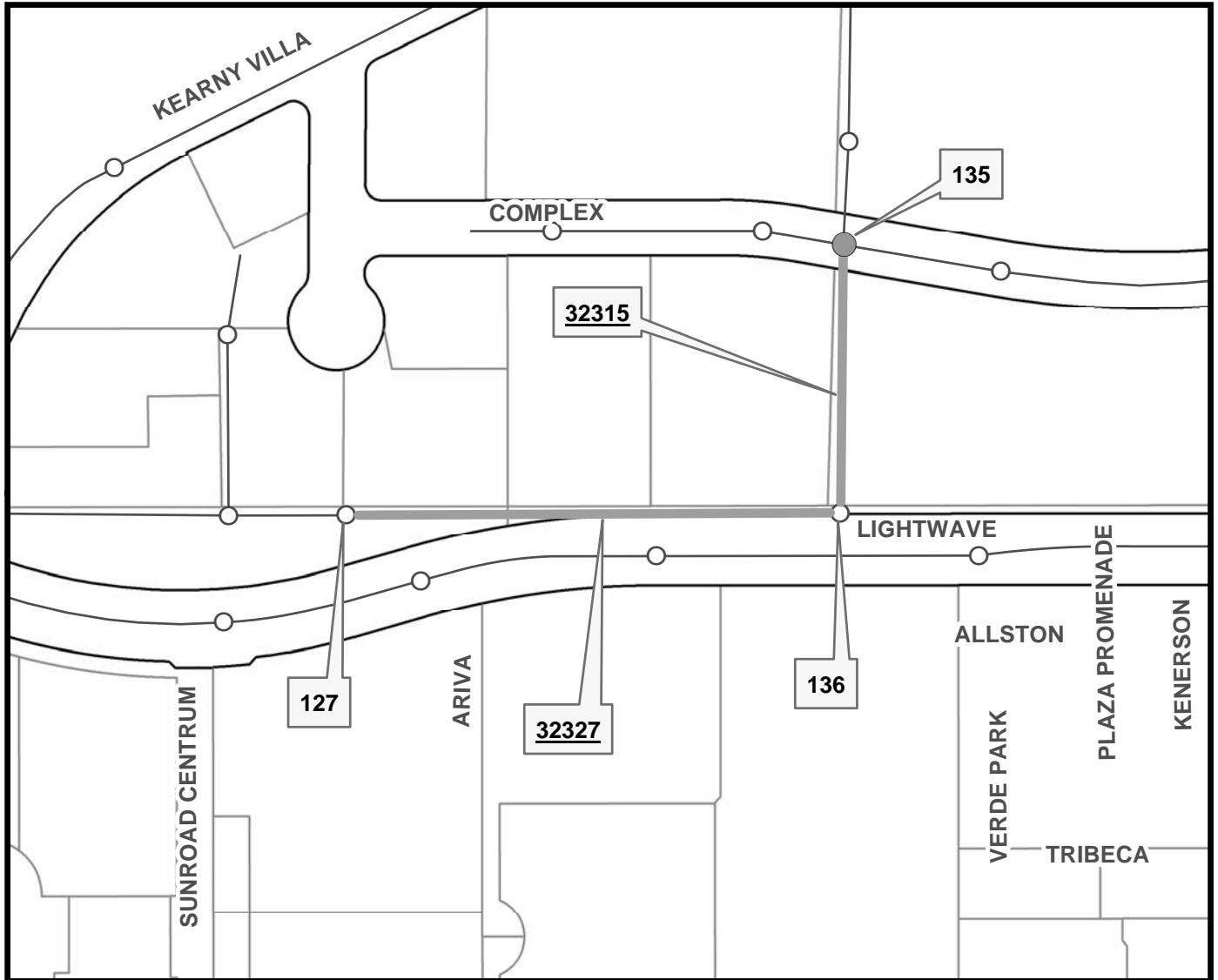


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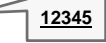


PIPELINE REHABILITATION X-1

Sheet No.: CD 6_1
 Thomas Bros. : 1249 D 1

Right-Of-Way Division



Legend

-  Prop. Rehab. Manhole
-  Manhole ID
-  Facility Sequence Number (FSN)
-  Ex. Pipe & Manhole
-  Prop. Rehab Pipe

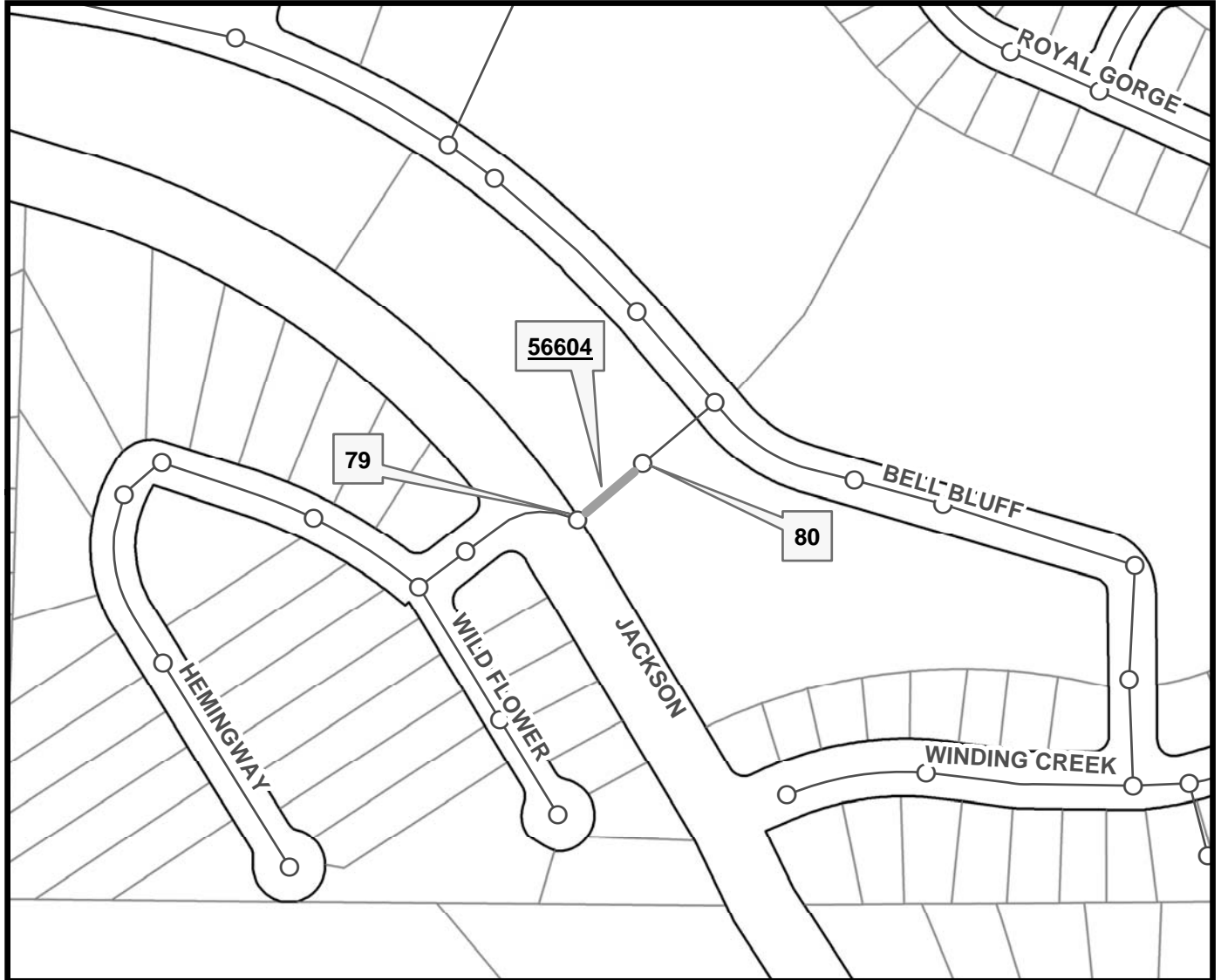


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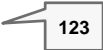



PIPELINE REHABILITATION X-1

Sheet No.: CD 7_1
 Thomas Bros. : 1250 D 3

Right-Of-Way Division



Legend

-  Manhole ID
-  Facility Sequence Number (FSN)
-  Ex. Pipe & Manhole
-  Prop. Rehab Pipe

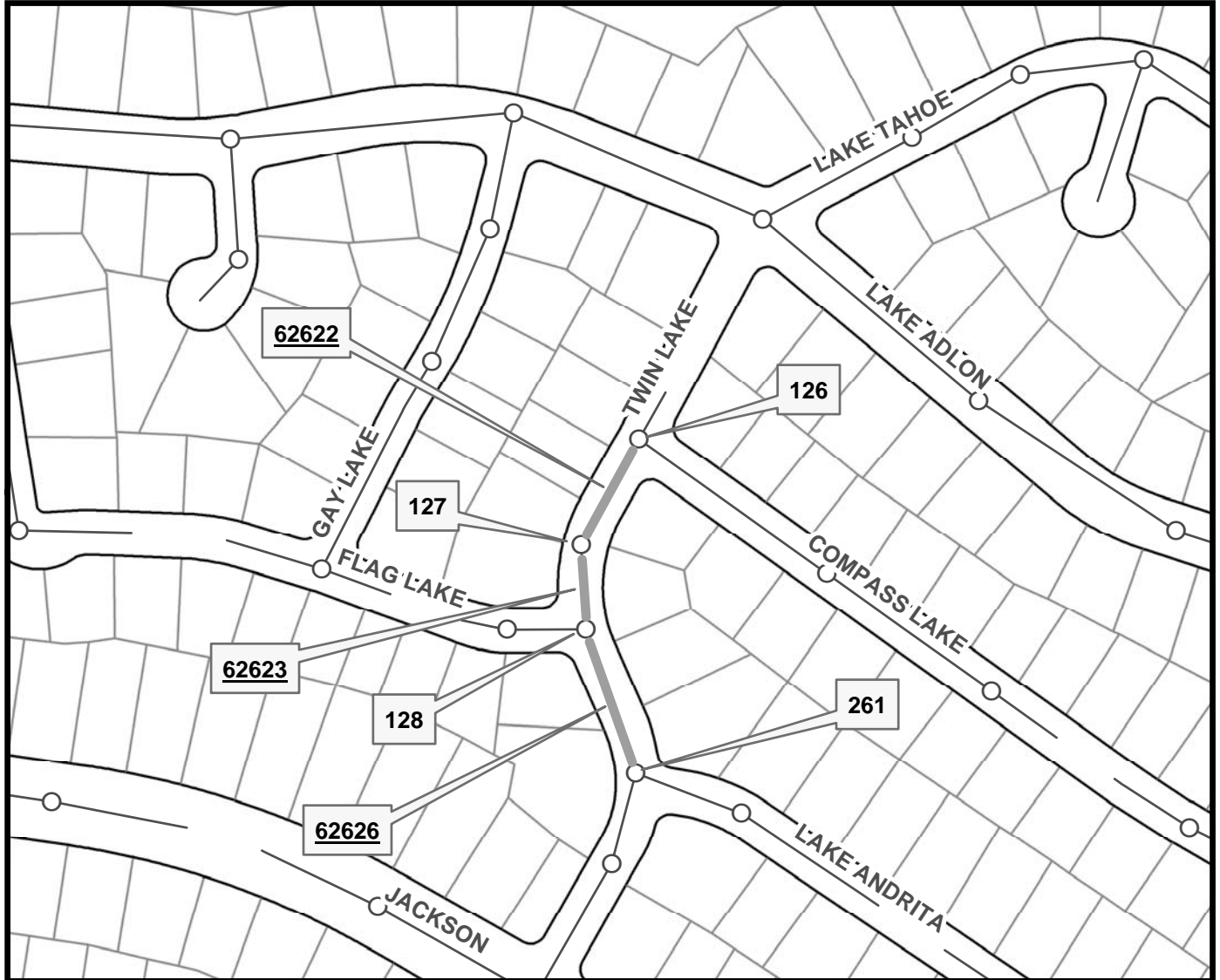


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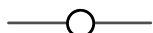

PIPELINE REHABILITATION X-1

Sheet No.: CD 7_2
 Thomas Bros. : 1250 G 5

Right-Of-Way Division



Legend

-  Manhole ID
-  Facility Sequence Number (FSN)
-  Ex. Pipe & Manhole
-  Prop. Rehab Pipe



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PIPELINE REHABILITATION X-1

Sheet No.: CD 7_3
 Thomas Bros. : 1250 G 6

Right-Of-Way Division



Legend

-  Manhole ID
-  Facility Sequence Number (FSN)
-  Ex. Pipe & Manhole
-  Prop. Rehab Pipe

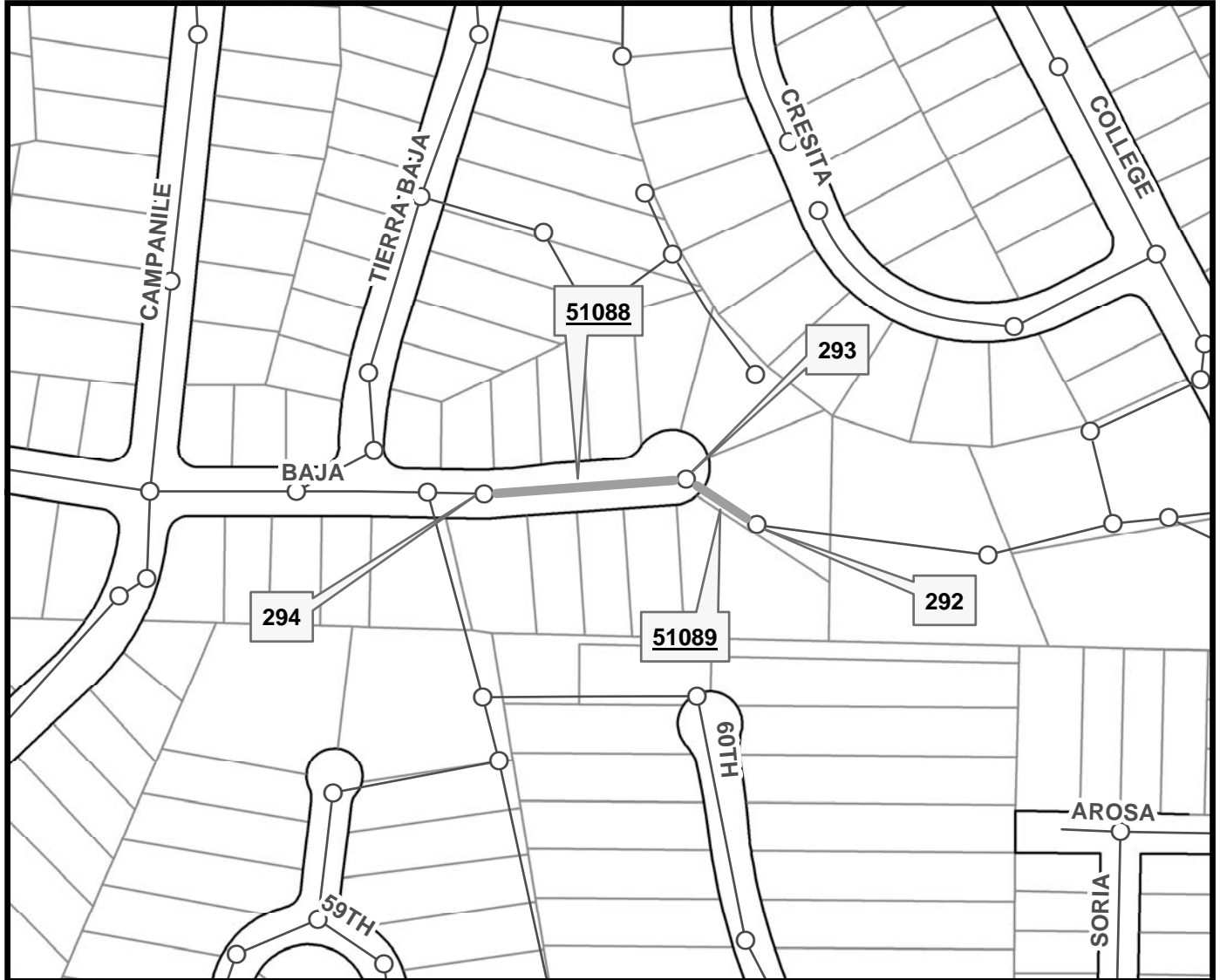


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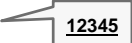


PIPELINE REHABILITATION X-1

Sheet No.: CD 9_1
 Thomas Bros. : 1270 C 3

Right-Of-Way Division



Legend

-  Manhole ID
-  Facility Sequence Number (FSN)
-  Ex. Pipe & Manhole
-  Prop. Rehab Pipe



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

PIPELINE REHABILITATION X-1

Sheet No.: CD 9_2
 Thomas Bros. : 1270 B 3

Right-Of-Way Division



Legend

-  Manhole ID
-  Facility Sequence Number (FSN)
-  Ex. Pipe & Manhole
-  Prop. Rehab Pipe

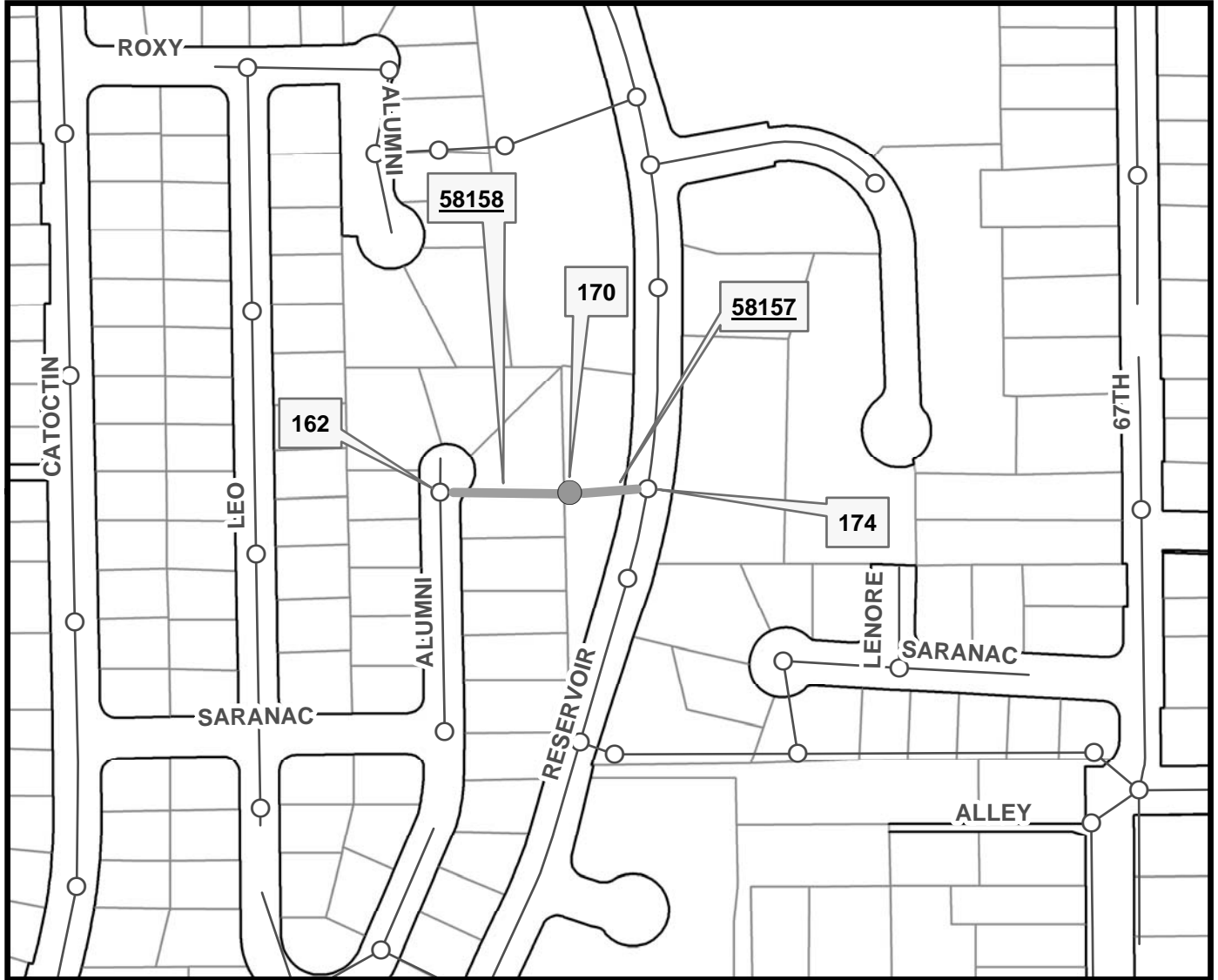


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PIPELINE REHABILITATION X-1

Sheet No.: CD 9_3
 Thomas Bros. : 1270 D 2

Right-Of-Way Division



Legend

-  Prop. Rehab. Manhole
-  Manhole ID
-  Facility Sequence Number (FSN)
-  Ex. Pipe & Manhole
-  Prop. Rehab Pipe



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PIPELINE REHABILITATION X-1

LATERALS

WBS No.: B-13098

FSN of SWR MAIN	# of Laterals	LATERAL FSN	FIELD BOOK	LATERAL SIZE (inch)	STREET #	STREET NAME	THOMAS BRO.
2622	1	300845	B 10 S	4	1775	CASTELLANA RD	1227G6
	2	171087	B 10 S	4	1765	CASTELLANA RD	1227G6
	3	171158	B 10 S	4	1750	VALDES DR	1227G6
13200	4	300305	D 10 S	4	5924	STADIUM ST	1228D6
	5	300363	D 10 S	4	5904	STADIUM ST	1228D6
	6	170347	D 10 S	4	5882	STADIUM ST	1228D6
	7	N/A *	D 10 S	4	N/A *	STADIUM ST	1228D6
32327	8	305571	H 11 S	4	5205	KEARNY VILLA WY	1249D1
51088	9	331468	K 17 S	4	5914	BAJA DR	1270C3
	10	214066	K 17 S	4	5926	BAJA DR	1270C3
	11	331464	K 17 S	4	5938	BAJA DR	1270C3
	12	214043	K 17 S	4	5952	BAJA DR	1270C3
	13	214040	K 17 S	4	5964	BAJA DR	1270C3
	14	214036	K 17 S	4	5976	BAJA DR	1270C3
	15	214209	K 17 S	4	5963	BAJA DR	1270C3
	16	331530	K 17 S	4	5951	BAJA DR	1270C3
	17	214198	K 17 S	4	5937	BAJA DR	1270C3
	18	214213	K 17 S	4	5925	BAJA DR	1270C3
51089	19	214084	K 17 S	4	5987	BAJA DR	1270C3
	20	214220	K 17 S	4	5975	BAJA DR	1270C3
58158	21	329919	L 17 S	4	5155	ALUMNI PL	1270D2
	22	211556	L 17 S	4	5145	ALUMNI PL	1270D2
60251	23	261844	L 23 S	4	7014	TUTHER WY	1290F4
	24	261906	L 23 S	4	7008	TUTHER WY	1290F4
	25	262092	L 23 S	4	7002	TUTHER WY	1290F4
60252	26	362834	L 23 S	4	7020	TUTHER WY	1290F4
62622	27	198385	M 14 S	4	6374	TWIN LAKE DR	1250G5
	28	198523	M 14 S	4	6364	TWIN LAKE DR	1250G5
62623	29	320379	M 14 S	4	6351	TWIN LAKE DR	1250G5
62626	30	320551	M 14 S	4	6341	TWIN LAKE DR	1250G5
	31	320676	M 14 S	4	6331	TWIN LAKE DR	1250G5
62857	32	203965	M 15 S	4	7709	BLUE LAKE DR	1250G6
	33	324108	M 15 S	4	7710	BLUE LAKE DR	1250G6
	34	203960	M 15 S	4	7721	BLUE LAKE DR	1250G6
	35	324109	M 15 S	4	7722	BLUE LAKE DR	1250G6
	36	203961	M 15 S	4	7733	BLUE LAKE DR	1250G6
	37	324106	M 15 S	4	7734	BLUE LAKE DR	1250G6
	38	324107	M 15 S	4	7746	BLUE LAKE DR	1250G6
	39	203963	M 15 S	4	7747	BLUE LAKE DR	1250G6
63173	40	357064	M 22 S	4	8001	HELM ST	1250G2
	41	357042	M 22 S	4	8015	HELM ST	1250G2
	42	252652	M 22 S	4	8016	HELM ST	1250G2
	43	357021	M 22 S	4	8029	HELM ST	1250G2
	44	356978	M 22 S	4	8043	HELM ST	1250G2

* STILL SEARCHING FOR INFORMATION



PIPELINE REHABILITATION X-1

Manholes

MAP SHT NO.	THOMAS BRO.	STREET NAME	MH ID	MANHOLE IE	MANHOLE DEPTH	MANHOLE METHOD	COUNCIL DISTRICT	COMMUNITY	GATE PAGE
CD1-2	1188 B 7	CARMEL PARK	430	60.23	14	Rehab	1	CARMEL VALLEY	C01S
CD1-3	1228 D 6	UNIVERSITY	7	323.05	18	Rehab	1	UNIVERSITY	D10S
CD1-3	1228 D 6	UNIVERSITY	10	322.10	19	Replace Manhole	1	UNIVERSITY	D10S
CD3-1	1289 A 3	DOWNTOWN	146	32.89	18	Rehab	3	DOWNTOWN	G22S
CD3-1	1289 A 3	DOWNTOWN	185	31.58	?	Rehab	3	DOWNTOWN	G22S
CD6-1	1249 D 1	KEARNY MESA	135	398.00	20	Rehab	6	KEARNY MESA	H11S
CD9-3	1270 D 2	COLLEGE AREA	170	390.49	10	Rehab	9	COLLEGE AREA	L17S
CD4-1	1290 F 4	SKYLINE-PARADISE HILLS	124	372.12	8	Replace Manhole	4	SKYLINE-PARADISE HILLS	L23S

APPENDIX H

Caltrans Permit

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2000)

In compliance with (Check one):

Your application of OCTOBER 7, 2013

Utility Notice No. _____ of _____

Agreement No. _____ of _____

R/W Contract No. _____ of _____

Permit No. **11-13-NUE-0580**

Dist/Co/Rte/PM **11-SD-56/0.88**

Date **DECEMBER 16, 2013**

Fee Paid	Deposit
\$ EXEMPT	\$ EXEMPT
Performance Bond Amount (1)	Payment Bond Amount (2)
\$ 0.00	\$ 0.00
Bond Company	
N/A	

Bond Number (1)	Bond Number (2)
N/A	N/A

TO: CITY OF SAN DIEGO
600 B STREET, SUITE 800, MS 908A
SAN DIEGO, CA 92101

ATTN: JERICHO GALLARDO
PHONE: (619) 533-7523

, PERMITTEE

And subject to the following, PERMISSION IS HEREBY GRANTED to:

enter upon State Highway right of way in San Diego County, City of San Diego, on Route 56, post mile 0.88, to perform sewer main rehabilitation work through an existing manhole, as shown on the attached plans, in accordance with the requirements and conditions contained herein and as further directed or approved by the State's Inspector, Ralph Yanzon, telephone number (619) 220-5484, cell number (858) 688-1605.

The State's Inspector shall be notified seven (7) working days prior to starting work. Permittee shall also call Angela Vasconcellos, telephone number (619) 718-7898, at least seven working days prior to starting work. Caltrans landscaping may be affected by this permit work.

Working hours shall be 8:00 a.m. to 4:00 p.m., Monday through Friday or as directed and approved by the State's Inspector.

No vehicles or equipment shall be parked within the highway right of way at any time, except for those vehicles or that equipment actually engaged in the work, during the working hours specified herein.

(CONTINUED)

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER

The following attachments are also included as part of this permit (*Check applicable*):

- Yes No General Provisions
- Yes No Utility Maintenance Provisions
- Yes No Special Provisions
- Yes No A Cal-OSHA permit, if required: Permit No. _____
- Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes No Water Pollution Control Plan

In addition to fee, the permittee will be billed actual costs for:

- Yes No Review
- Yes No Inspection
- Yes No Field Work

(*If any Caltrans effort expended*)

Yes No The information in the environmental documentation has been reviewed and is considered prior to approval of this permit.

This permit is void unless the work is complete before **DECEMBER 31, 2014.**

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

SM:sm

APPROVED:

- cc: Permits
- BStinnett, Reg. Mgr.
- RYanzon, Inspector
- AVasconcellos, LS Inspector
- STse, Utilities
- Permittee
- Contractor

Laurie Berman, District Director

BY:



John M. Markey, District Permit Engineer

**CITY OF SAN DIEGO
11-13-NUE-0580
DECEMBER 16, 2013
PAGE TWO**

Permittee's Contractor is responsible for the actual cost of inspection, which may be more or less than the deposit. A bill or refund shall be sent upon satisfactory completion of the work. Payment of any bill is a condition of the permit.

Notwithstanding General Provision No. 4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A permit inspection deposit fee of \$1,066.00 will be required upon submittal of the application to perform the work. Also, your contractor must submit proof that they have obtained executed bonds in accordance with General Provision No. 24.

Notwithstanding General Provision 24, the Permittee's bonds shall remain in full force through completion of the work and acceptance by the Department. The Department will release the Permittee's bonds upon fulfillment of all obligations under this permit.

The State of California, Department of Transportation, makes no assurance or expressed warranty that the plans are complete or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by Permittee as directed by the State's Inspector at no cost to the State.

All work shall be coordinated with the State highway contractor's operations and under no circumstances shall the work granted herein interfere. All standards of construction shall be identical to similar work performed under adjacent highway contract.

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Encroachment Permit Annual Utility Provisions dated December, 2006.

Traffic control when permitted or directed by the State's Inspector, shall consist of closing a shoulder in accordance with Part 6 of the January, 2012 edition of the California Manual on Uniform Traffic Control Devices (California MUTCD), the provisions of Section 12, "Temporary Traffic Control," of the Standard Specifications, and these special provisions, including the attached TRAFFIC CONTROL SYSTEM: RSP T9 and RSP T10 (SHOULDER CLOSURE).

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Permittee shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

Permittee shall implement and maintain the attached WPCP, dated as approved December 10, 2013, and as directed and approved by the State's Inspector.

**CITY OF SAN DIEGO
11-13-NUE-0580
DECEMBER 16, 2013
PAGE THREE**

The provisions in this section will not relieve the Permittee from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, of the Standard Specifications.

Upon completion of the work, the attached card shall be completed and returned.

The following District Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a Permittee convenience. Permittee's attention is directed to the current Department Standard Specifications for complete, unabridged, specification requirements.

Once begun, that portion of the work within the State Highway right of way shall be prosecuted to completion as rapidly as possible.

All personnel on foot within the State Highway right of way shall wear personal protective equipment, including safety glasses, hard hats and American National Standards Institute (ANSI) compliant Class II vests. In addition, all personnel working at night, on foot within the State Highway right of way shall wear ANSI Class III warning garments.

The Permittee's Contractor is responsible for locating and protecting all utilities both underground and aerial. Any costs incurred for locating and protecting and/or relocating any utilities shall be borne by the Permittee.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT ANNUAL UTILITY PROVISIONS

TR - 0160 (Rev. 12/2006)

Any public utility or public corporation, who lawfully maintains a utility encroachment, or their agent, may perform routine or emergency maintenance on such facility in accordance with the following provisions:

- UE1. EXCLUSIONS:** These provisions do not authorize tree trimming, work on freeways, expressways, aerial capacity increases on designated "Scenic Highways," or other activities not specifically provided for in this permit.
- UE2. POSSESSION OF PERMIT REQUIRED:** The permit or a copy thereof shall be kept at the work site and must be shown to any Departmental representative or any law enforcement officer on demand. **WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT JOB SITE AS REQUIRED.**
- UE3. NOTICE REQUIRED:** The permittee shall notify the Department's representative and the Transportation Management Center (TMC) 7 days before initiating a lane closure. A conformation notification should occur 3 days before closure. In emergency situations that may impact traffic, TMC and the Department's representative shall be notified as soon as possible.
- UE4. STANDARDS OF WORK:** All work shall conform to recognized standards of utility construction and Department's current Standard Specifications, Environmental and Stormwater requirements.
- UE5. EMERGENCY REPAIRS:** The permittee may make emergency repairs, alter traffic flow, and excavate through improved surfaces only when breaks in the conduit, cable, or pipeline over or under the pavement presents a definite public hazard or serious interruption of essential services. In such cases, the Department's representative shall be notified immediately.
- UE6. OPEN EXCAVATIONS:** No excavation shall be left open after daylight hours unless specifically authorized and adequate protection for traffic is provided in accordance with General Provisions, "Public Traffic Control." Backfill and pavement replacement shall be performed in accordance with General Provisions, "Restoration and Repairs in Rights of Way."
- UE7. TRAFFIC CONTROL HOURS:** Work requiring traffic control shall be conducted between 9:00 a.m. and 3:00 p.m. or as otherwise authorized by the Department's representative.
- UE8. WORK PERMITTED - AERIAL:**
1. Install additional capacity (in the same location), except facilities over the traveled way, on designated "Scenic Highways," or on Structures.
 2. Maintain, inspect, remove, repair or replace (in the same location) all aerial facilities except over the traveled way or on Structures, this requires the placement of "H" poles and netting as per TR-0108, located in Appendix "E" of the Encroachment Permits Manual, under a new permit.
 3. Permittee is authorized to clear grasses from around base of poles and excavate around poles for inspection, including tamping and straightening.
 4. Perform insulator washing and interconnect splicing of cables.
 5. Install or remove service connections with potential to ground of 300 volts or less, except over the traveled way.
 6. Install, maintain, remove, repair or replace aerial service connections with potential to ground of 300 volts or less, except over the traveled way, unless specifically stated in permit.
- 7.** Installations and clearances shall be equal to those required by either the State of California Public Utilities Commission orders or the California Occupational Safety and Health Regulations (CAL-OSHA), Division of Industrial Safety, Safety Orders, promulgated in the California Code of Regulations, Title 8, Chapter 4, whichever is greater.
- UE9. WORK PERMITTED - UNDERGROUND:**
1. Maintain, inspect, remove, repair or replace (in the same location) all underground facilities except those requiring trenching in the traveled way.
 2. Install additional capacity in existing ducts except for facilities not in compliance with the Department's current "Manual on High and Low Risk Facilities within Highway Rights of Way" or on Structures.
 3. Install air flow monitoring transducers and piping in existing ducts.
 4. Barholing, potholing, cleaning, rodding and placing float ropes.
 5. Adjust access cover to grade and replace in kind or with larger size pull boxes.
 6. Interconnect splicing of cables.
 7. Install service connections perpendicular to the highway using either directional drilling, jacking and boring, or trenching methods as determined by the District Permit Engineer. Electrical service is restricted to a potential to ground of 300 volts or less. Gas and domestic water services are restricted to 2" in diameter or less.
 8. Permanent pavement patching for work authorized by this permit.
- UE10. POLE MAINTENANCE & CHEMICAL TREATMENT:**
1. Utility Companies are to provide a list of the pole identification, locations, type of chemicals and quantities used for their pole treatment maintenance operations. This information shall be provided upon expiration of their annual permit or upon request of the Department during the annual/biennial permit life as needed.
 2. Utility Companies shall submit copies of the MSDS sheets for all chemical compounds to be used in their pole treatment maintenance operations, in conjunction with the permit application submittal.
 3. Utility Companies are to notify the District Landscape Specialist or their designee and the District Encroachment Permits Office when there is any change or modification in the type(s) of chemical used in their pole treatment maintenance operations.
 4. Prior to any application of Tree Growth Regulators (TGR) approval shall be obtained from the District Landscape Specialist or their designee, and the products used must be on the Caltrans approved chemical list.
- UE11 FAILURE TO COMPLY:** Failure to comply with the terms and conditions above shall be grounds for permit revocation.

1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
2. **REVOCAION:** Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
8. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This permit is invalidated if the permittee has not obtained all permits necessary and required by law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.

Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways - 30', conventional highways (no curbs) - 20', conventional highways (with curbs) - 1.5'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
17. **CARE OF DRAINAGE:** Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN RIGHT OF WAY:** Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

19. **RIGHT OF WAY CLEAN UP:** Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
20. **COST OF WORK:** Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
1. Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
 2. All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
 4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
 5. As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
 6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
24. **BONDING:** The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
26. **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
28. **RESPONSIBILITY FOR DAMAGE:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.
- The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

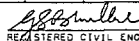
29. **NO PRECEDENT ESTABLISHED:** This permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**
- A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:
1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
 3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.
 4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
 5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE OF HIGHWAYS:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

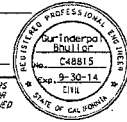
The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. **PRIVATE USE OF RIGHT OF WAY:** Highway right of way shall not be used for private purposes without compensation to the State.

The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

34. **FIELD WORK REIMBURSEMENT:** Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.
35. **NOTIFICATION OF DEPARTMENT AND TMC:** The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code Section 4216 et. seq., including, but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
 REGISTERED CIVIL ENGINEER					
July 19, 2013 PLANS APPROVAL DATE					
<small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>					



TO ACCOMPANY PLANS DATED _____

TABLE 1

SPEED (S)	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W)				MAXIMUM CHANNELIZING DEVICE SPACING		
	TANGENT 2L	MERGING L	SHIFTING L/2	SHOULDER L/3	X	Y	Z **
					TAPER	TANGENT	CONFLICT
mph	ft	ft	ft	ft	ft	ft	ft
20	160	80	40	27	20	40	10
25	250	125	63	42	25	50	12
30	360	180	90	60	30	60	15
35	490	245	123	82	35	70	17
40	640	320	160	107	40	80	20
45	1080	540	270	180	45	90	22
50	1200	600	300	200	50	100	25
55	1320	660	330	220	55	110	27
60	1440	720	360	240	60	120	30
65	1560	780	390	260	65	130	32
70	1680	840	420	280	70	140	35

* - For other offsets, use the following merging taper length formula for L:
 For speed of 40 mph or less, $L = WS^2/60$
 For speed of 45 mph or more, $L = WS$

Where: L = Taper length in feet

W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

SPEED *	Min D **	DOWNGRADE Min D ***		
		-3%	-6%	-9%
		mph	ft	ft
20	115	116	120	126
25	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891

* - Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Longitudinal buffer space or flagger station spacing

*** - Use on sustained downgrade steeper than -3 percent and longer than 1 mile.

TABLE 3

ROAD TYPE	DISTANCE BETWEEN SIGNS *		
	A	B	C
	URBAN - 25 mph OR LESS	100	100
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250
URBAN - MORE THAN 40 mph	350	350	350
RURAL	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	2640

* - The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM TABLES
 FOR LANE AND RAMP CLOSURES**

NO SCALE

RSP T9 DATED JULY 19, 2013 SUPERSEDES RSP T9 DATED APRIL 19, 2013
 THAT SUPPLEMENTS THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T9

2010 REVISED STANDARD PLAN RSP T9

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
 April 19, 2013
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA AND ITS OFFICERS OR AGENCIES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

NOTES: TO ACCOMPANY PLANS DATED _____

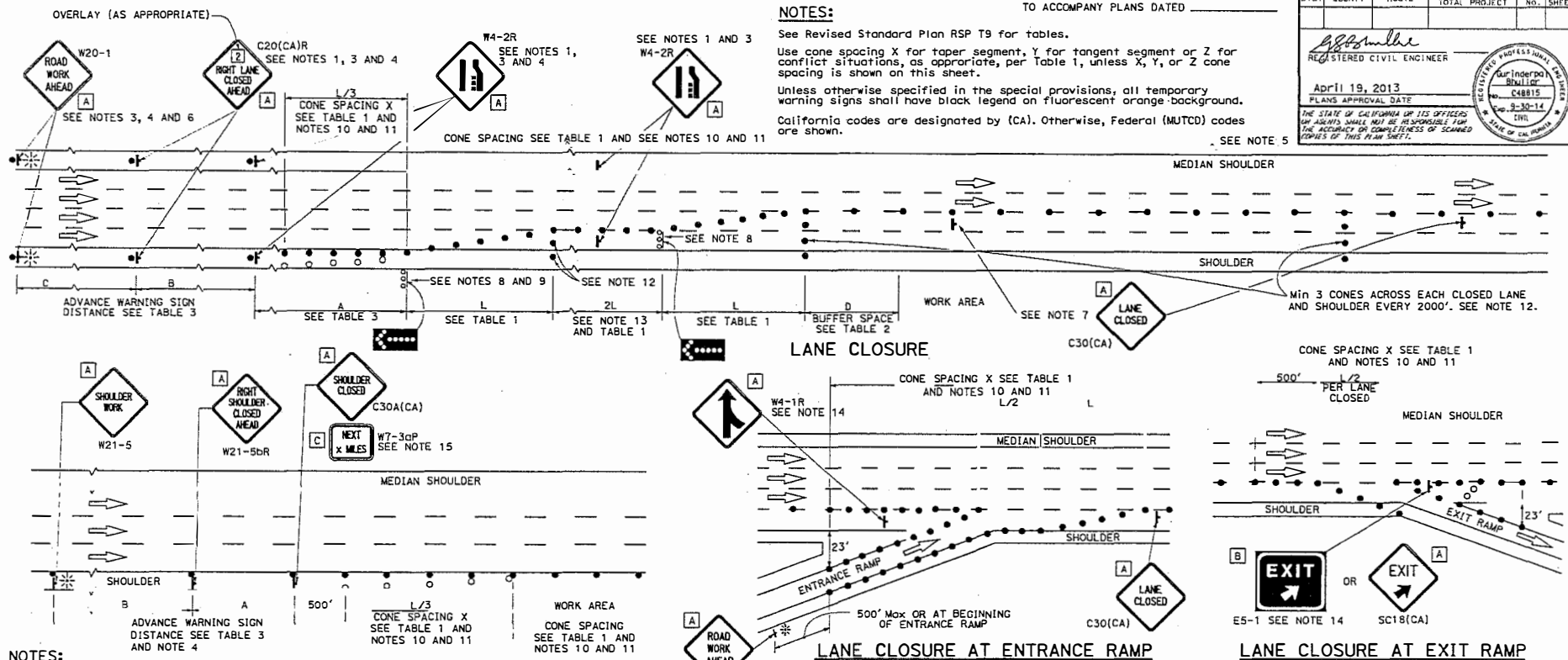
See Revised Standard Plan RSP T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Unless otherwise specified in the special provisions, all temporary warning signs shall have black legend on fluorescent orange background.

California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

SEE NOTE 5



- NOTES:**
- Median lane closures shall conform to the details as shown except that C20(CA)L and W4-2L signs shall be used.
 - At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closures.
 - Duplicate sign installations are not required:
 - On opposite shoulder if at least one-half of the available lanes remain open to traffic.
 - In the median if the width of the median shoulder is less than 8' and the outside lanes are to be closed.
 - Each advance warning sign on each side of the roadway shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
 - A G20-2 "END ROAD WORK" sign, with minimum size of 48" x 24" as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within a larger project's limits.

- SHOULDER CLOSURE**
- If the W20-1 sign would follow within 2000' of a stationary W20-1 or G20-1 "ROAD WORK NEXT _____ MILES", use a C20(CA) sign for the first advance warning sign.
 - Place a C30(CA) sign every 2000' throughout length of lane closure.
 - One flashing arrow sign for each lane closed. The flashing arrow signs shall be Type L.
 - A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at top of crest vertical curve or on a horizontal curve.
 - All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves) as specified in the specifications.
 - Portable delineators, placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.

- Unless otherwise specified in the special provisions, a minimum of 3 cones shall be placed transversely across each closed lane and shoulder at each location where a taper across a traffic lane ends and every 2000' as shown on the "Lane Closure" detail. Two Type II barricades may be used instead of the 3 cones. The transverse alignment of the cones or barricades on the closed shoulder may be shifted from the transverse alignment to provide access to the work.
- Unless otherwise specified in the special provisions, the 2L tangent shown along lane lines shall be used between the L tapers required for each closed traffic lane.
- Unless otherwise specified in the special provisions, the E5-1 or SC18(CA) and W4-1 signs shall be used as shown.
- A W7-3aP "NEXT _____ MILES" plaque must be used if the shoulder closure extends beyond the distance that can be perceived by road users.

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⊥ TEMPORARY TRAFFIC CONTROL SIGN
- ⬇ FLASHING ARROW SIGN (FAS)
- ☞ FAS SUPPORT OR TRAILER
- ⚡ PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

A	48" x 48"
B	72" x 60"
C	36" x 30"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM
FOR LANE CLOSURE ON
FREEWAYS AND EXPRESSWAYS**

NO SCALE

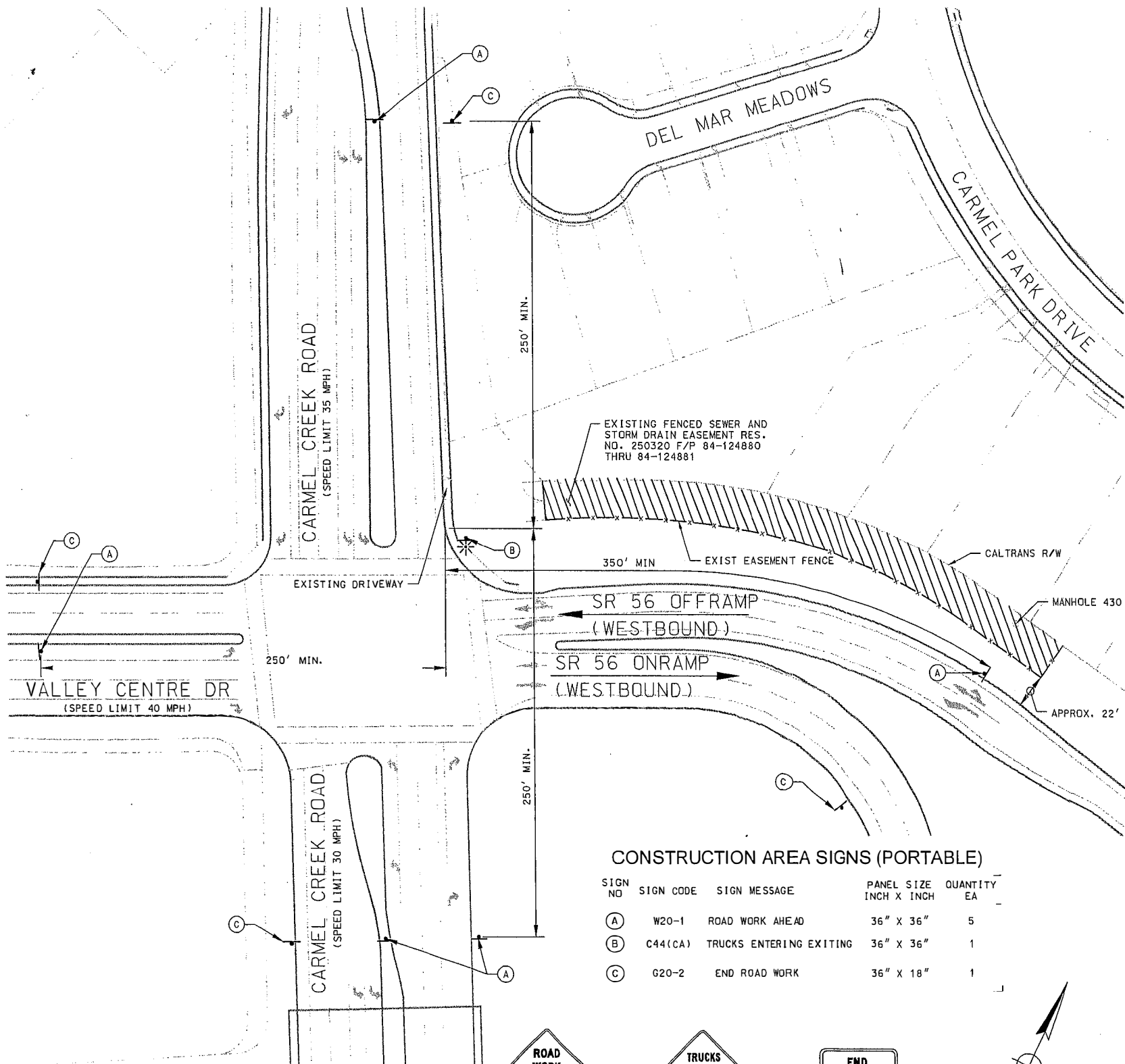
RSP T10 DATED APRIL 19, 2013 SUPERSEDES STANDARD PLAN T10
DATED MAY 20, 2011 - PAGE 237 OF THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T10

TRAFFIC CONTROL PLANS

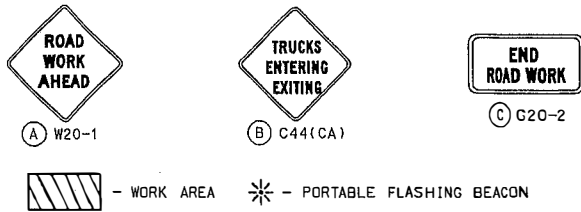
FOR PIPELINE REHABILITATION X-1 MANHOLE 430 ACCESS

ALONG SR56 WB CARMEL CREEK ROAD OFFRAMP



CONSTRUCTION AREA SIGNS (PORTABLE)

SIGN NO	SIGN CODE	SIGN MESSAGE	PANEL SIZE INCH X INCH	QUANTITY EA
(A)	W20-1	ROAD WORK AHEAD	36" X 36"	5
(B)	C44(CA)	TRUCKS ENTERING EXITING	36" X 36"	1
(C)	G20-2	END ROAD WORK	36" X 18"	1



TRAFFIC CONTROL NOTES

- VALIDATION:** THE TRAFFIC CONTROL PLAN IS NOT VALID UNTIL WORK DATES AND WORK HOURS ARE APPROVED. THE CONTRACTOR SHALL SUBMIT TWO (2) REDUCED COPIES OF TRAFFIC CONTROL PLANS (11"X17") TO THE TRAFFIC CONTROL PERMIT COUNTER, 3RD FLOOR DEVELOPMENT SERVICES CENTER, 1222 FIRST AVENUE, SAN DIEGO. THE CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, AND A MINIMUM OF FIVE (5) DAYS IF WORK WILL AFFECT A BUS STOP OR AN EXISTING TRAFFIC SIGNAL, OR IF WORK WILL REQUIRE A ROAD OR ALLEY CLOSURE.
- NOTIFICATIONS:** THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT (858) 495-4741 A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY CONSTRUCTION WORK AFFECTING TRAFFIC SIGNALS.
- STANDARDS:** THE TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST RECENT ADOPTED EDITION OF EACH OF THE FOLLOWING MANUALS:
 - STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) INCLUDING CITY AND REGIONAL SUPPLEMENTS
 - CALIFORNIA DEPARTMENT OF TRANSPORTATION, MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD)
 - CITY OF SAN DIEGO STANDARD DRAWINGS INCLUDING REGIONAL STANDARD DRAWINGS
- NOTIFICATIONS:** THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION, OR TRAFFIC CONTROL AFFECTING THE AGENCIES LISTED BELOW:

FIRE DEPARTMENT DISPATCH	(STREET or ALLEY CLOSURE)	(858) 573-1300
POLICE DEPARTMENT DISPATCH	(STREET or ALLEY CLOSURE)	(619) 531-2000
ENVIRONMENTAL SERVICES	(REFUSE COLLECTION)	(858) 492-5060
STREET DIVISION	(TRAFFIC SIGNALS)	(619) 527-7500
METROPOLITAN TRANSIT SYSTEM (MTS)	(BUS STOPS)	(619) 238-0100 ext. 6451
METROPOLITAN TRANSIT SYSTEM (MTS)	(TAXI ZONES)	(619) 235-2644
METROPOLITAN TRANSIT SYSTEM (MTS)	(TROLLEY LINES)	(619) 595-4930
UNDERGROUND SERVICE ALERT	(ANY EXCAVATION)	(800) 422-4133

THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF DRIVEWAYS. THE CONTRACTOR SHALL POST SIGNS NOTIFYING THE PUBLIC A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OR REDUCTION OF STREETS.

THE CONTRACTOR SHALL NOTIFY ENGINEERING FIELD DIVISION AT (858) 627-3200 AND ARRANGE FOR INSPECTION A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO STARTING ANY WORK INVOLVING NIGHTTIME OR WEEKEND HOURS.
- POSTING PARKING RESTRICTIONS:** THE CONTRACTOR SHALL POST TOW-AWAY/NO PARKING SIGNS TWENTY-FOUR (24) HOURS IN ADVANCE OF PARKING REMOVAL. SIGNS SHALL INDICATE SPECIFIC DAYS, DATES, AND TIMES OF RESTRICTIONS. PARKING METERS SHALL BE BAGGED WHERE APPLICABLE.
- EXCAVATIONS:** EXCEPT WHEN OTHERWISE SHOWN ON THE PLANS, ALL TRENCHES SHALL BE BACKFILLED OR TRENCH-PLATED AT THE END OF EACH WORKDAY. AN ASPHALT RAMP SHALL BE PLACED AROUND EACH TRENCH PLATE TO PREVENT THE PLATE FROM BEING DISLODGED. CONTRACTOR SHALL MONITOR TRENCH PLATES DURING NON-WORKING HOURS TO ENSURE THAT THEY DO NOT BECOME DISLODGED. UPON COMPLETION OF EXCAVATION BACKFILL, THE CONTRACTOR SHALL PROVIDE A SATISFACTORY SURFACE FOR TRAFFIC. WHEN CONSTRUCTION OPERATIONS ARE NOT ACTIVELY IN PROGRESS, THE CONTRACTOR SHALL MAINTAIN ALL TRAVEL LANES, BIKE LANES, AND PEDESTRIAN WALKWAYS IN THE RIGHT-OF-WAY EXCEPT WHEN OTHERWISE SHOWN ON THE PLANS.
- RESTORATION OF ROADWAY:** THE CONTRACTOR SHALL REPAIR OR REPLACE ALL EXISTING IMPROVEMENTS WITHIN RIGHT-OF-WAY NOT DESIGNATED FOR PERMANENT REMOVAL (TRAFFIC SIGNS, STRIPING, PAVEMENT MARKINGS, PAVEMENT MARKINGS, LEGENDS, CURB MARKINGS, LOOP DETECTORS, TRAFFIC SIGNAL EQUIPMENT, ETC.) WHICH ARE DAMAGED OR REMOVED AS A RESULT OF OPERATIONS. REPAIRS AND REPLACEMENTS SHALL BE AT LEAST EQUAL TO EXISTING IMPROVEMENT.
- CHANGE IN WORK:** THE CITY ENGINEER RESERVES THE RIGHT TO OBSERVE THESE TRAFFIC CONTROL PLANS IN OPERATION AND TO MAKE ANY CHANGES AS FIELD CONDITIONS WARRANT. ANY CHANGES SHALL BE DOCUMENTED AND SUPERCEDE THESE PLANS.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
11	SD	56	01 TO 01	1	1

113NUE0580

DEC 16 2013

LOCATION MAP

VICINITY MAP
NOT TO SCALE

RECEIVED

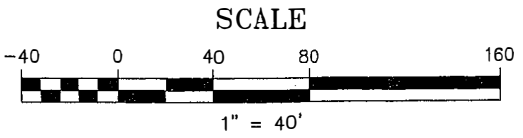
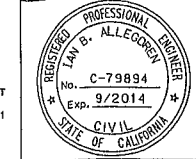
NOV 27 2013

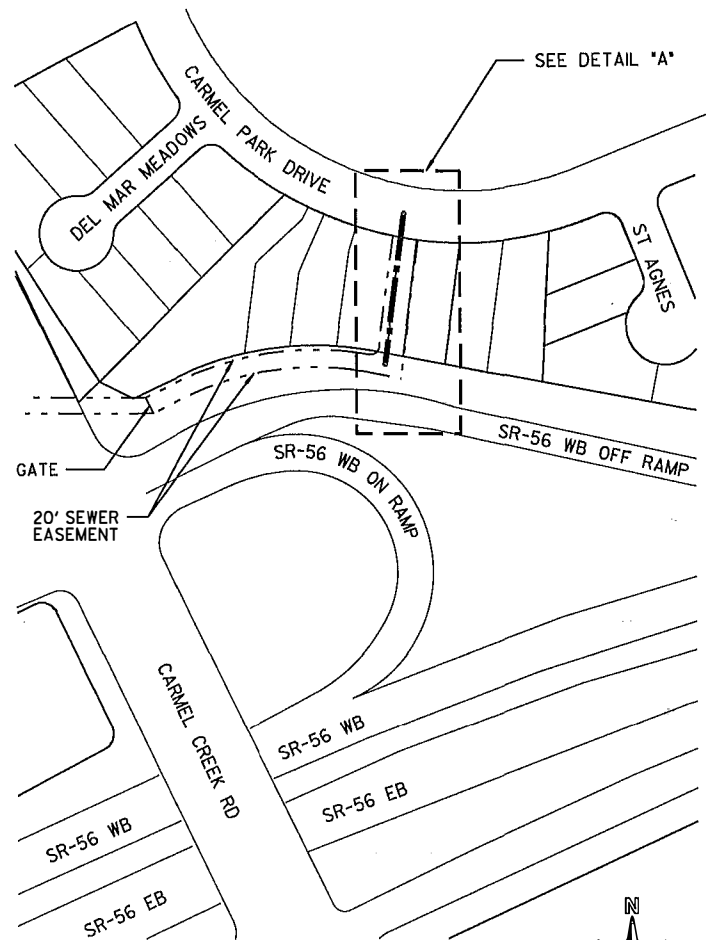
TC-1

TRAFFIC CONTROL PLANS FOR
CALTRANS-PERMIT
PIPELINE REHABILITATION X-1
MANHOLE 430 ACCESS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS WBS
SHEET 1 OF 1 SHEETS

APPROVED:	SUBMITTED BY:
FOR CITY ENGINEER	JIM SHAMLOUFARD SENIOR ENGINEER
DESCRIPTION	DATE
ORIGINAL	GHD
282-1695 CCS27 COORDINATE	
282-1695 CCS27 COORDINATE	
CONTRACTOR	DATE STARTED
INSPECTOR	DATE COMPLETED

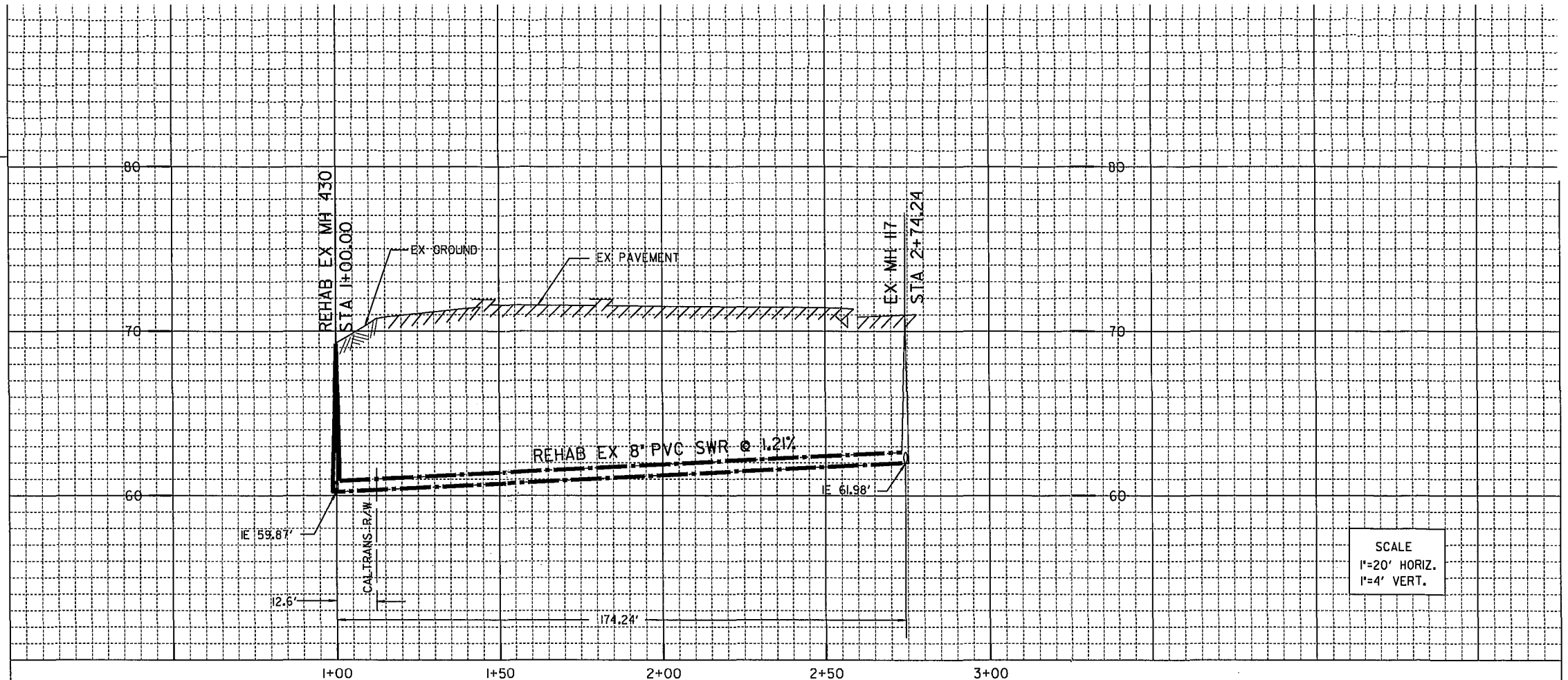




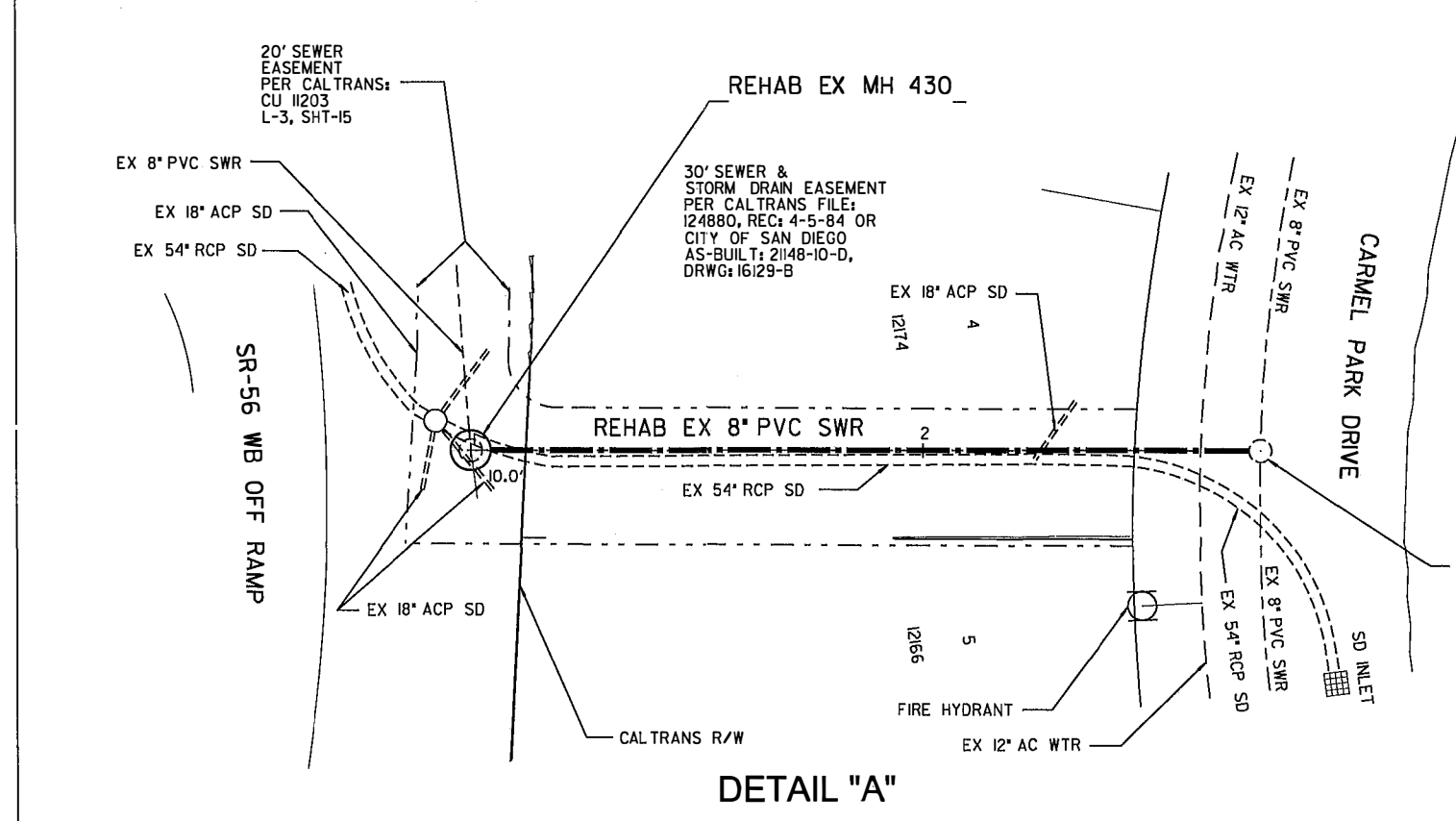
LOCATION MAP

Legend

- PROP REHAB PIPE
- PROP REHAB MANHOLE
- EX SEWER MAIN & EX MANHOLE
- EX WATER MAIN
- EX STORM DRAIN
- FIRE HYDRANT
- STORM DRAIN CO
- EASEMENT

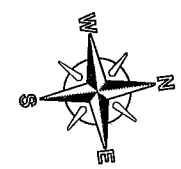


SCALE
 1"=20' HORIZ.
 1"=4' VERT.



DETAIL "A"

113NUE0580
 DEC 16 2013



RECEIVED

NOV 27 2013

CALTRANS-PERMIT

PIPELINE REHABILITATION X-1
 EASEMENT

FROM CARMEL PARK DRIVE TO SR-56 OFF RAMP

WBS: B-13098

Thomas Bros.: 1188 B 7

COMMUNITY NAME: Carmel Valley

COUNCIL DISTRICT: 1

Sheet No.: CD 1.2

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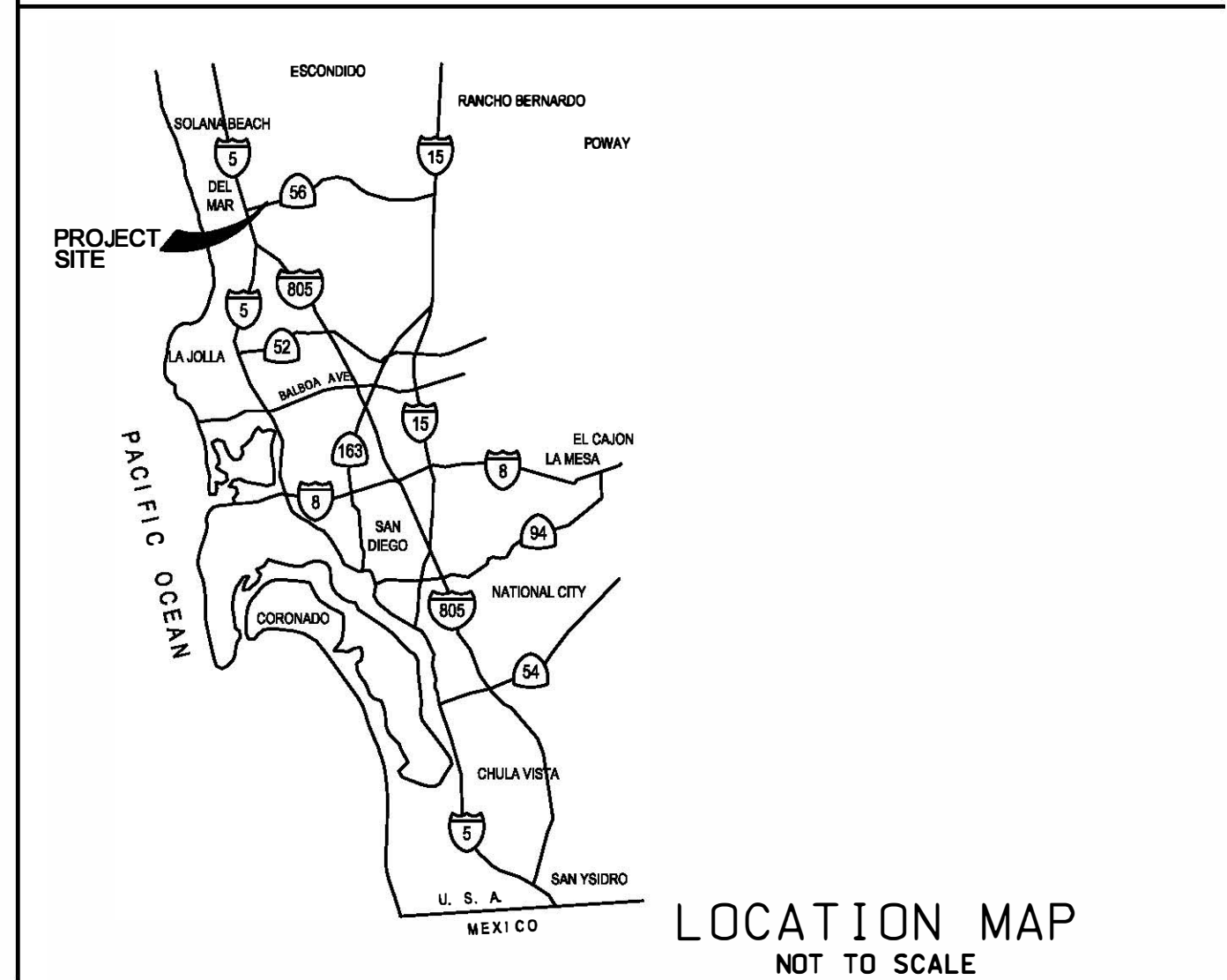
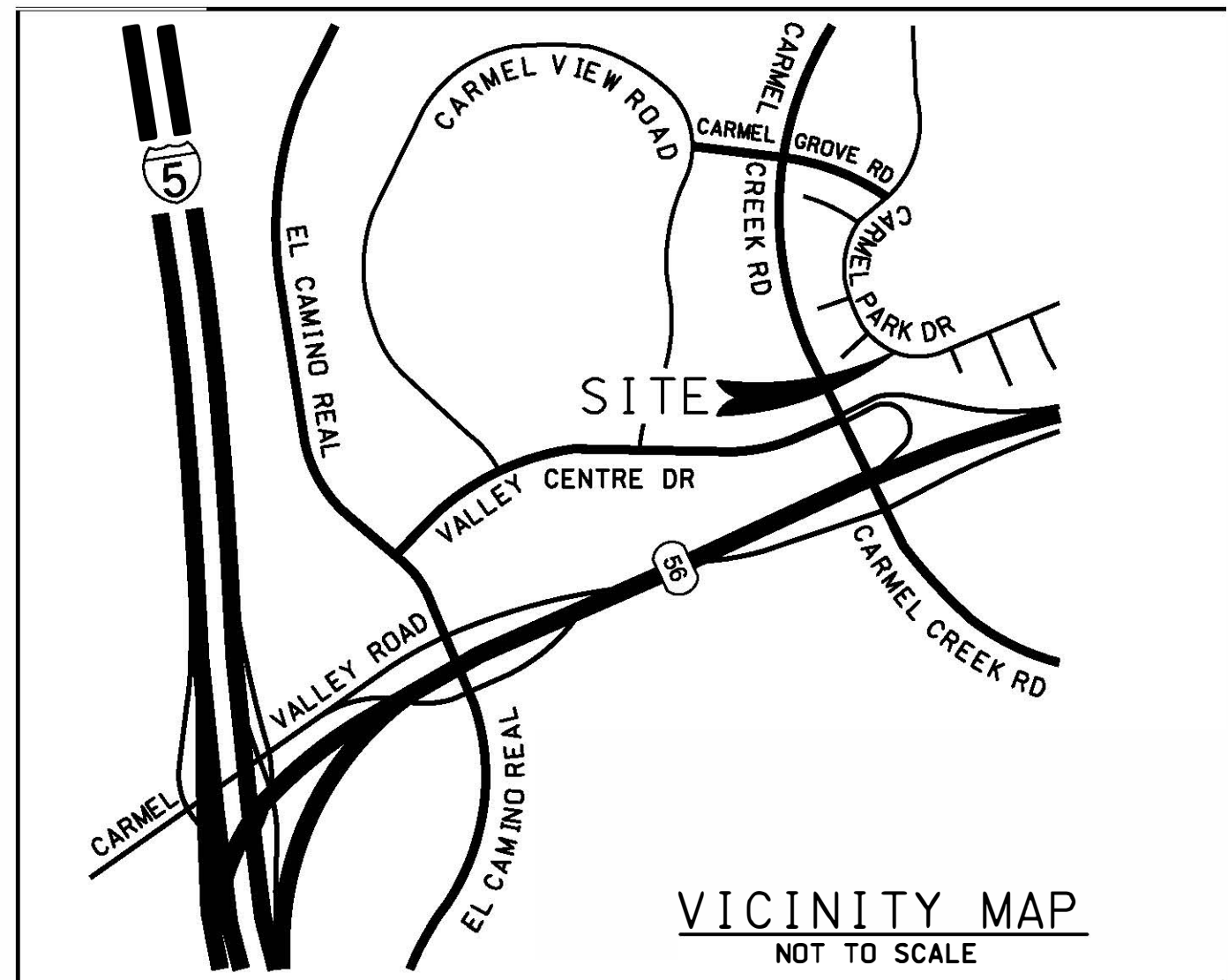
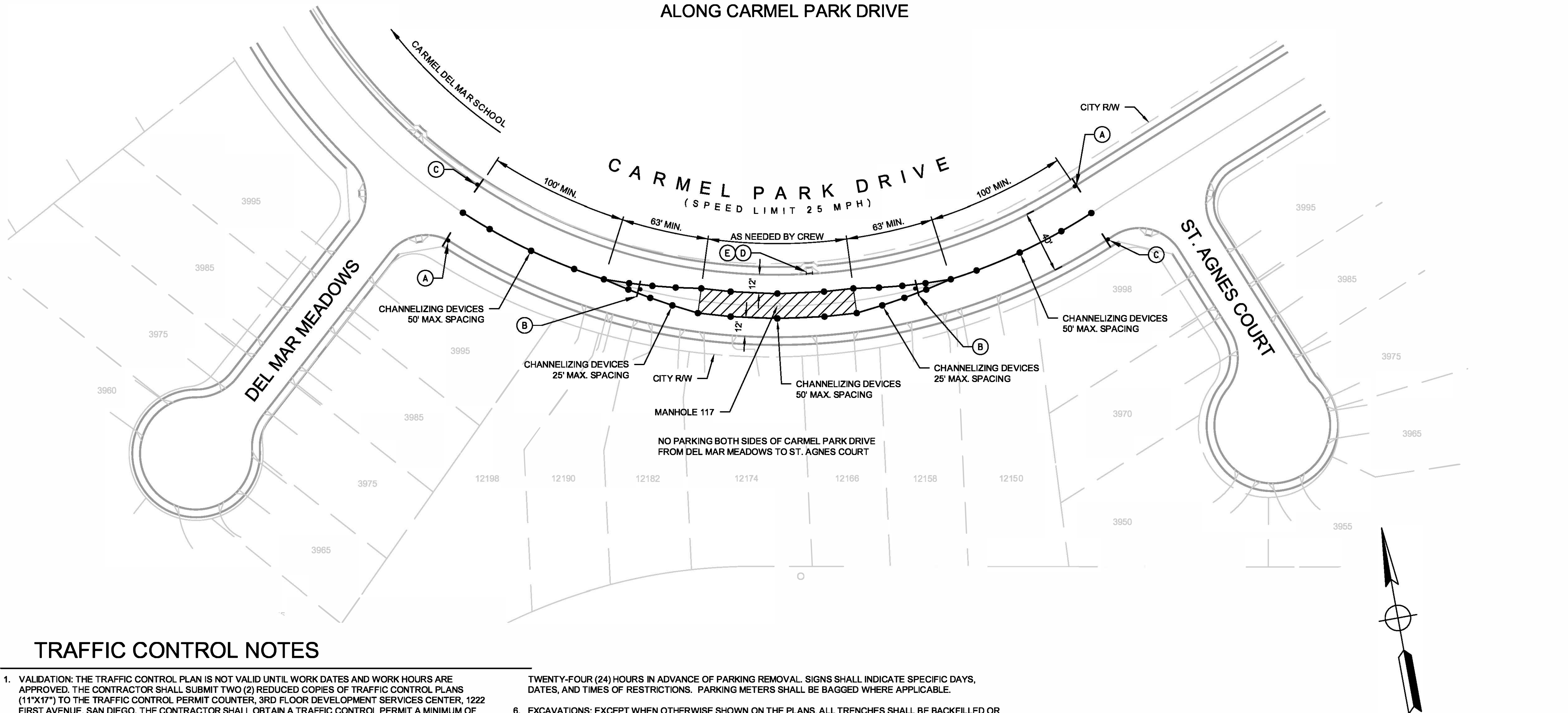


PIPELINE REHABILITATION X-1

TRAFFIC CONTROL PLANS

FOR PIPELINE REHABILITATION X-1 MANHOLE 117 ACCESS

ALONG CARMEL PARK DRIVE

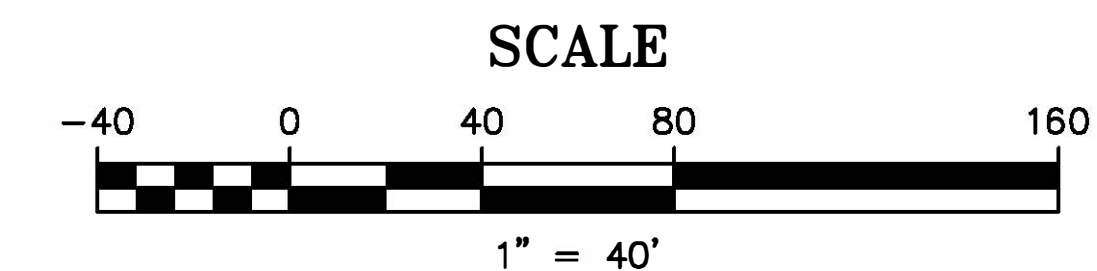


TRAFFIC CONTROL NOTES

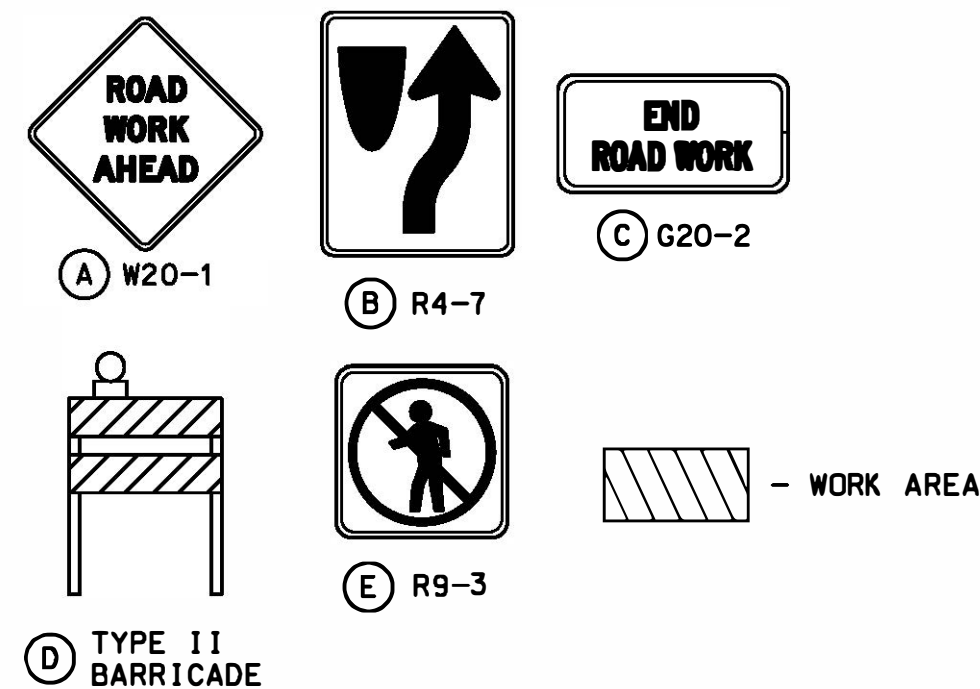
- VALIDATION: THE TRAFFIC CONTROL PLAN IS NOT VALID UNTIL WORK DATES AND WORK HOURS ARE APPROVED. THE CONTRACTOR SHALL SUBMIT TWO (2) REDUCED COPIES OF TRAFFIC CONTROL PLANS (11"X17") TO THE TRAFFIC CONTROL PERMIT COUNTER, 3RD FLOOR DEVELOPMENT SERVICES CENTER, 1222 FIRST AVENUE, SAN DIEGO. THE CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, AND A MINIMUM OF FIVE (5) DAYS IF WORK WILL AFFECT A BUS STOP OR AN EXISTING TRAFFIC SIGNAL, OR IF WORK WILL REQUIRE A ROAD OR ALLEY CLOSURE.
- CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT (858) 495-4741 A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY CONSTRUCTION WORK AFFECTING TRAFFIC SIGNALS.
- STANDARDS: THE TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST RECENT ADOPTED EDITION OF EACH OF THE FOLLOWING MANUALS:
 - STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) INCLUDING CITY AND REGIONAL SUPPLEMENTS
 - CALIFORNIA DEPARTMENT OF TRANSPORTATION, MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD)
 - CITY OF SAN DIEGO STANDARD DRAWINGS INCLUDING REGIONAL STANDARD DRAWINGS
- NOTIFICATIONS: THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION, OR TRAFFIC CONTROL AFFECTING THE AGENCIES LISTED BELOW:

FIRE DEPARTMENT DISPATCH	(STREET or ALLEY CLOSURE)	(858) 573-1300
POLICE DEPARTMENT DISPATCH	(STREET or ALLEY CLOSURE)	(619) 531-2000
ENVIRONMENTAL SERVICES	(REFUSE COLLECTION)	(858) 492-5060
STREET DIVISION	(TRAFFIC SIGNALS)	(619) 527-7500
METROPOLITAN TRANSIT SYSTEM (MTS)	(BUS STOPS)	(619) 238-0100 ext. 6451
METROPOLITAN TRANSIT SYSTEM (MTS)	(TAXI ZONES)	(619) 235-2644
METROPOLITAN TRANSIT SYSTEM (MTS)	(TROLLEY LINES)	(619) 595-4930
UNDERGROUND SERVICE ALERT	(ANY EXCAVATION)	(800) 422-4133
- POSTING PARKING RESTRICTIONS: THE CONTRACTOR SHALL POST TOW-AWAY/NO PARKING SIGNS

- 24 HOURS IN ADVANCE OF PARKING REMOVAL. SIGNS SHALL INDICATE SPECIFIC DAYS, DATES, AND TIMES OF RESTRICTIONS. PARKING METERS SHALL BE BAGGED WHERE APPLICABLE.
- EXCAVATIONS: EXCEPT WHEN OTHERWISE SHOWN ON THE PLANS, ALL TRENCHES SHALL BE BACKFILLED OR TRENCH-PLATED AT THE END OF EACH WORKDAY. AN ASPHALT RAMP SHALL BE PLACED AROUND EACH TRENCH PLATE TO PREVENT THE PLATE FROM BEING DISLODGED. CONTRACTOR SHALL MONITOR TRENCH PLATES DURING NON-WORKING HOURS TO ENSURE THAT THEY DO NOT BECOME DISLODGED. UPON COMPLETION OF EXCAVATION BACKFILL, THE CONTRACTOR SHALL PROVIDE A SATISFACTORY SURFACE FOR TRAFFIC. WHEN CONSTRUCTION OPERATIONS ARE NOT ACTIVELY IN PROGRESS, THE CONTRACTOR SHALL MAINTAIN ALL TRAVEL LANES, BIKE LANES, AND PEDESTRIAN WALKWAYS IN THE RIGHT-OF-WAY EXCEPT WHEN OTHERWISE SHOWN ON THE PLANS.
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LEGEND:



TC-1

TRAFFIC CONTROL PLANS FOR:

PIPELINE REHABILITATION X-1 MANHOLE 117 ACCESS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS
SHEET 1 OF 1 SHEETS

APPROVED:	DATE:	SUBMITTED BY:
FOR CITY ENGINEER	DATE	LANIA AMEN
DESCRIPTION	BY	SENIOR ENGINEER
ORIGINAL	GHD	JERICO GALLARDO
	APPROVED DATE	PROJECT MANAGER
	2/5/14	
		282-1695
		CCS27 COORDINATE
		6261481, 1922919
		CCS83 COORDINATE
CONTRACTOR	DATE STARTED	
INSPECTOR	DATE COMPLETED	



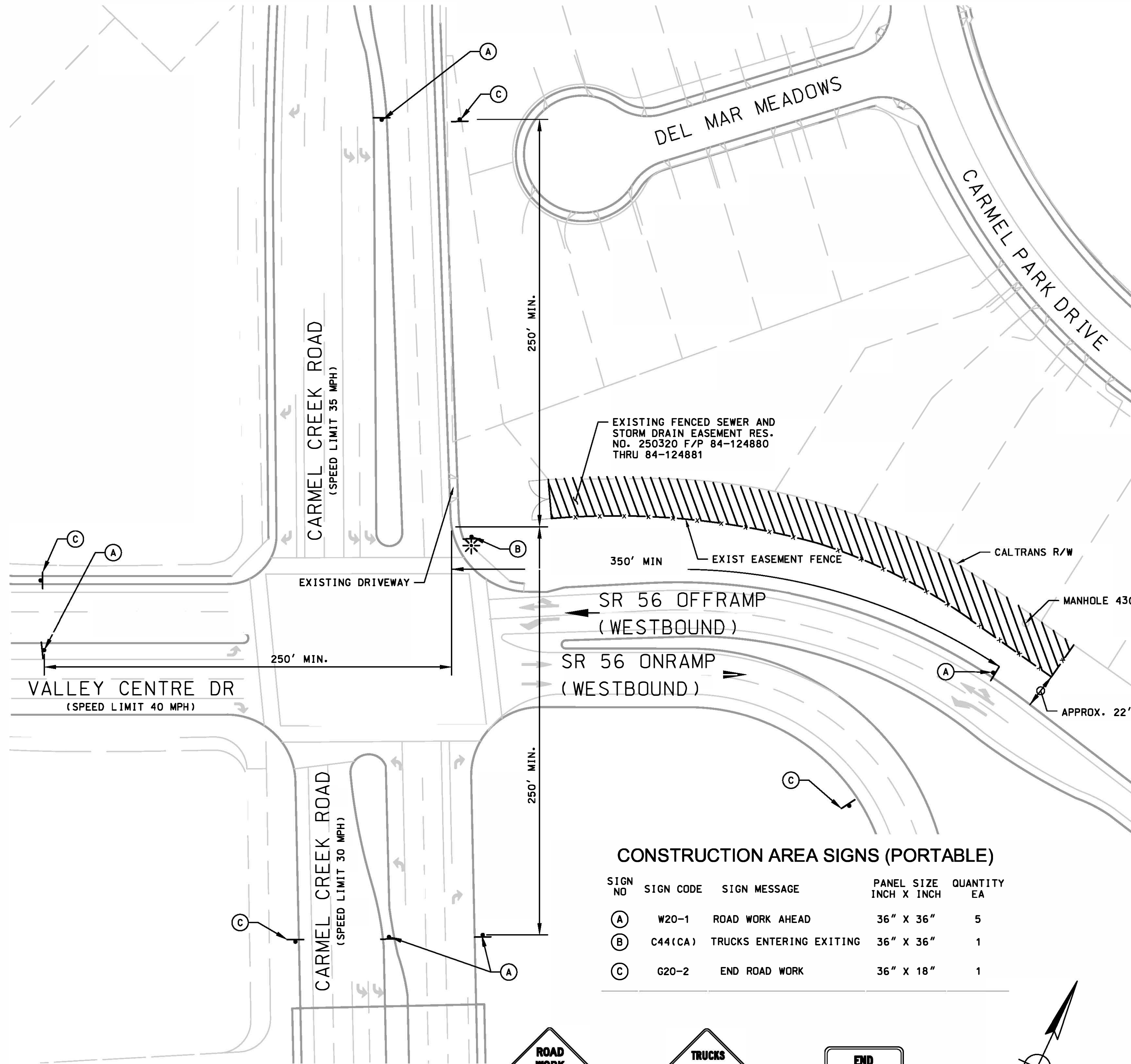
3780 CONVOY STREET
SUITE 220
SAN DIEGO, CA 92111
PH (858) 244-0440
FAX (858) 244-0441
WWW.GHD.COM



TRAFFIC CONTROL PLANS

FOR PIPELINE REHABILITATION X-1 MANHOLE 430 ACCESS

ALONG SR56 WB CARMEL CREEK ROAD OFFRAMP



CONSTRUCTION AREA SIGNS (PORTABLE)

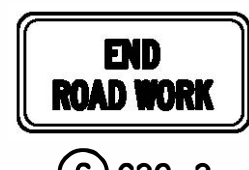
SIGN NO	SIGN CODE	SIGN MESSAGE	PANEL SIZE INCH X INCH	QUANTITY EA
(A)	W20-1	ROAD WORK AHEAD	36" X 36"	5
(B)	C44(CA)	TRUCKS ENTERING EXITING	36" X 36"	1
(C)	G20-2	END ROAD WORK	36" X 18"	1



(A) W20-1



(B) C44(CA)



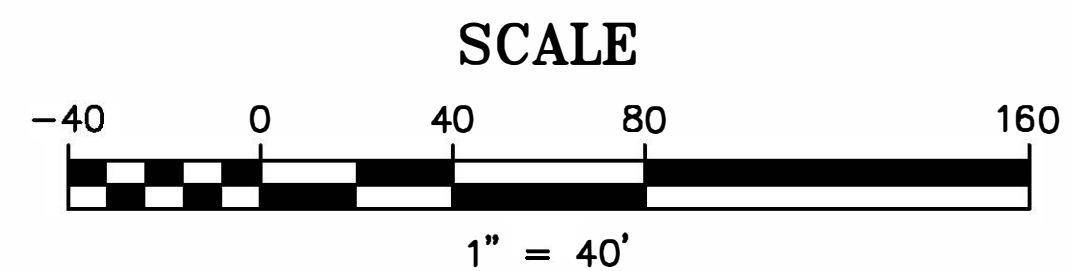
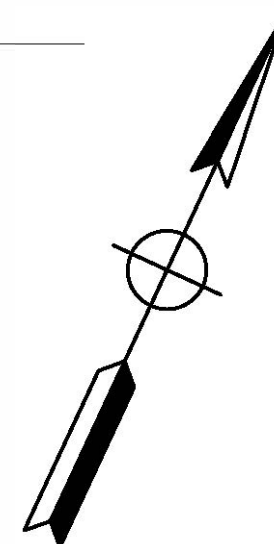
(C) G20-2



- WORK AREA



- PORTABLE FLASHING BEACON



TRAFFIC CONTROL NOTES

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3. STANDARDS: THE TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST RECENT ADOPTED EDITION OF EACH OF THE FOLLOWING MANUALS:

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) INCLUDING CITY AND REGIONAL SUPPLEMENTS

CALIFORNIA DEPARTMENT OF TRANSPORTATION, MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD)

CITY OF SAN DIEGO STANDARD DRAWINGS INCLUDING REGIONAL STANDARD DRAWINGS

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METROPOLITAN TRANSIT SYSTEM (MTS)	(TROLLEY LINES)	(619) 595-4930
UNDERGROUND SERVICE ALERT	(ANY EXCAVATION)	(800) 422-4133

THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF DRIVEWAYS. THE CONTRACTOR SHALL POST SIGNS NOTIFYING THE PUBLIC A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OR REDUCTION OF STREETS.

THE CONTRACTOR SHALL NOTIFY ENGINEERING FIELD DIVISION AT (858) 627-3200 AND ARRANGE FOR INSPECTION A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO STARTING ANY WORK INVOLVING NIGHTTIME OR WEEKEND HOURS.

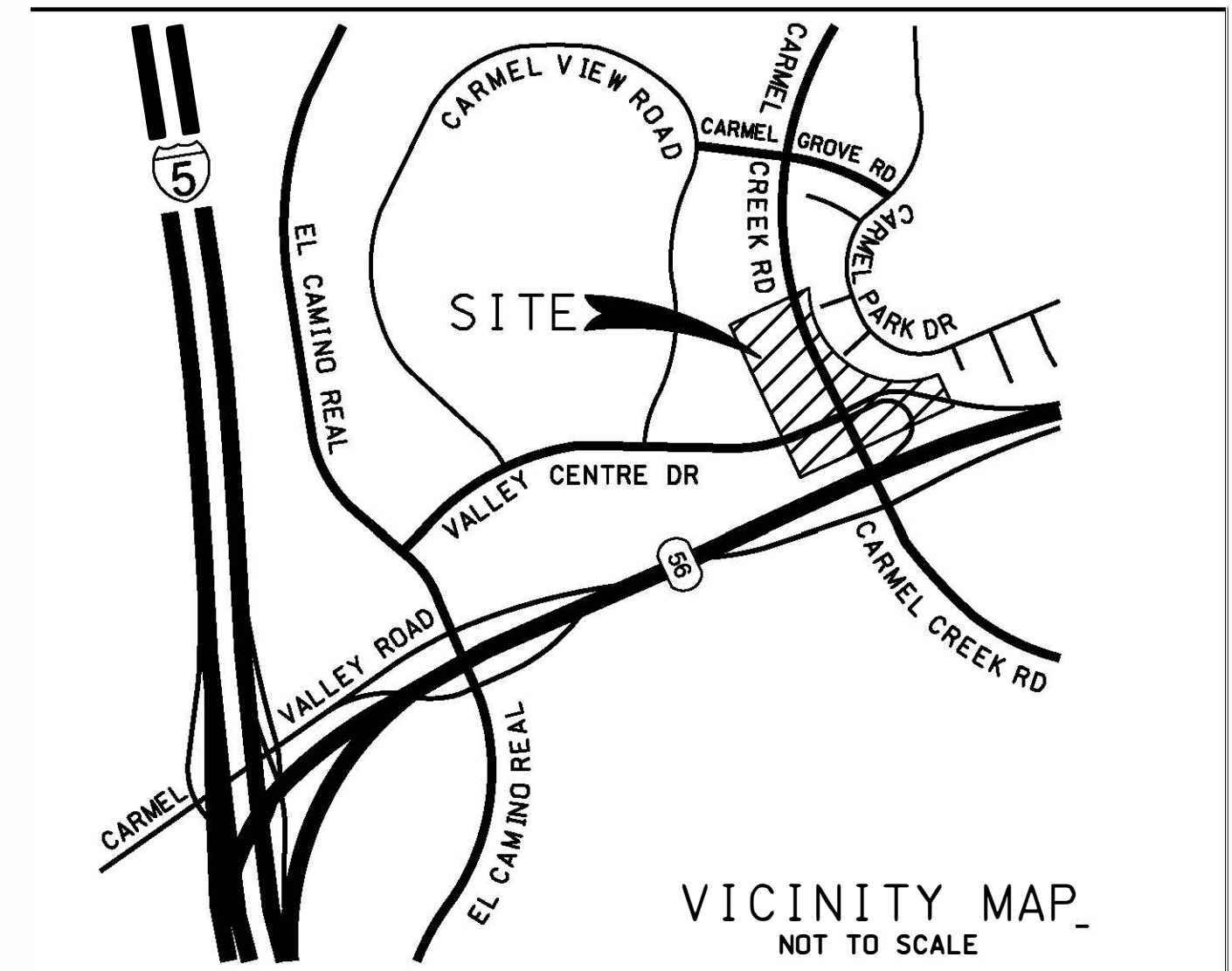
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Dist	COUNTY	ROUTE	POST MILES		SHEET No.	TOTAL SHEETS
			TOTAL PROJECT	01 TO 01		
11	SD	56	01 TO 01		1	1



TC-1

TRAFFIC CONTROL PLANS FOR:

PIPELINE REHABILITATION X-1 MANHOLE 430 ACCESS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS
SHEET 1 OF 1 SHEETS

WBS B-13098

APPROVED	DATE	FOR CITY ENGINEER	DATE	FILED	DESCRIPTION	BY	APPROVED	DATE	FILED	DESCRIPTION	BY
					ORIGINAL	GHD					
SUBMITTED BY:											
RANIA AMEN SENIOR ENGINEER											
JERICO GALLARDO PROJECT MANAGER											
282-1695 CCS27 COORDINATE											
6261481, 1922919 CCS83 COORDINATE											
CONTRACTOR _____ DATE STARTED _____											
INSPECTOR _____ DATE COMPLETED _____											



3750 CONVOY STREET
SUITE 220
SAN DIEGO, CA 92111
PH (619) 244-0440
FAX (619) 244-0441
WWW.GHD.COM



APPENDIX I
Hazardous Labels/Forms

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -	
B	INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.
C	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type)		CAS Number
D	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>	
D	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	QUANTITY RELEASED
D	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE	DURATION OF RELEASE — DAYS — HOURS — MINUTES
E	ACTIONS TAKEN		
F	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)		
	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____		
	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____		
	<input type="checkbox"/> NOTKNOWN (explain) _____		
G	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
H	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
I	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.		
	REPORTING FACILITY REPRESENTATIVE (print or type) _____		
	SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____		

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

**State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655**

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

Sample Hazardous Waste Label

HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME _____
ADDRESS _____ 24 HR. PHONE () _____
CITY _____ STATE _____ ZIP _____
EPA ID NO. _____ MANIFEST DOCUMENT NO. _____
EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ / /

CONTENTS, COMPOSITION _____
PROPER DOT SHIPPING NAME _____
TECHNICAL NAME (S) _____
UN/NA NO. WITH PREFIX _____

PHYSICAL STATE | HAZARDOUS PROPERTIES FLAMMABLE TOXIC
 SOLID LIQUID CORROSIVE REACTIVE OTHER _____

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

APPENDIX J

Sewer Mains, Manholes and Laterals Rehabilitation Sample Data Templates

APPENDIX J

SEWER MAINS, MANHOLES AND LATERALS REHABILITATION SAMPLE DATA TEMPLATES REHAB DATE COLLECTION – SEWER MAINS

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

REHAB DATA COLLECTION – MANHOLES

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

TEMPLATE FOR LATERALS

MH FSN	ADDRESS	DISTANCE	MATERIAL	C.O. (NEW & EXISTING)	REHAB CONTRACTOR

ATTACHMENT F

INTENTIONALLY LEFT BLANK

16

City of San Diego

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

CONTRACT DOCUMENTS



FOR

PIPELINE REHABILITATION X-1

VOLUME 2 OF 2

BID NO.: K-14-1172-DBB-3
 SAP NO. (WBS/IO/CC): B-13098
 CLIENT DEPARTMENT: 2011
 COUNCIL DISTRICT: 1, 3, 4, 6, 7 & 9
 PROJECT TYPE: JA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2))
- PREVAILING WAGE RATES: STATE FEDERAL

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

TABLE OF CONTENTS

Description

Page Number

Volume 2 - Bidding Documents

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

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

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

BIDDING DOCUMENTS

IF A PARTNERSHIP, SIGN HERE:

(1) Name under which business is conducted _____

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

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

Full Name and Character of partner

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

(5) City and State _____ Zip Code _____

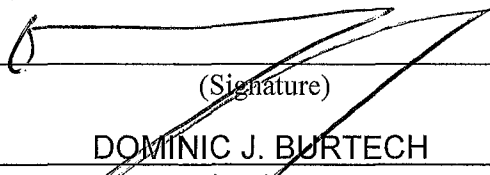
(6) Telephone No. _____ Facsimile No. _____

(7) E-Mail Address: _____

IF A CORPORATION, SIGN HERE:

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

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



(Signature)

DOMINIC J. BURTECH

(Printed Name)

PRESIDENT & CEO

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 102 SECOND STREET

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

BIDDING DOCUMENTS

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

(7) E-Mail Address: buddy@burtechpipeline.com

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION CLASS A

LICENSE NO. 718202 EXPIRES January 31, 2016

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

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: buddy@burtechpipeline.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

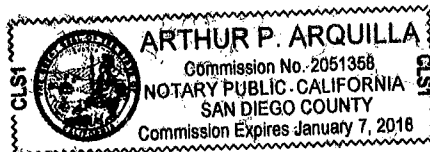
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature [Signature] Title President & CEO

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 19 DAY OF May, 2014

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

[Signature]
(NOTARIAL SEAL)



BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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

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

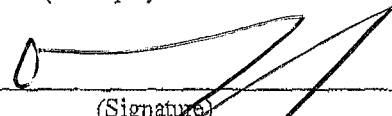
PIPELINE REHABILITATION X-1, BID NO. K-14-1172-DBB-3

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 12TH day of MAY, 2014

BURTECH PIPELINE, INCORPORATED (SEAL)
(Principal)

NORTH AMERICAN SPECIALTY
INSURANCE COMPANY (SEAL)
(Surety)

By: 
(Signature)

By: 
(Signature)

DOMINIC J. BURTECH, JR., PRESIDENT

MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO }

On 5/12/2014 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

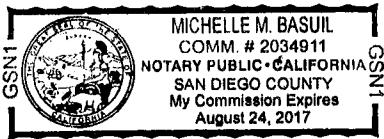
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature *Michelle M. Basuil*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though 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: BID BOND

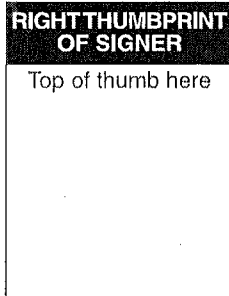
Document Date: 5/12/2014 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

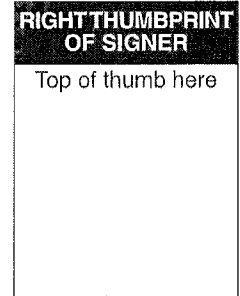
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

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

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

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

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

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



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



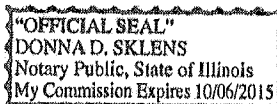
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

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

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

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



[Signature] Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of MAY, 2014.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

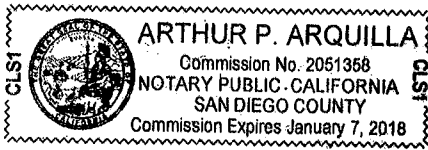
Arthur P. Arquilla, Notary Public

On 5/19/14 before me,

Here Insert Name and Title of the Officer

personally appeared Dominic Butech

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

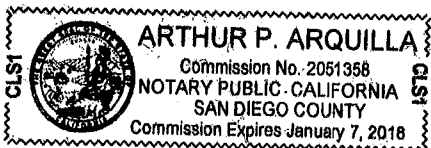
Signer Is Representing: _____

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

State of California)
County of San Diego) ss.

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

Signed: [Signature]
Title: PRESIDENT & CEO



Subscribed and sworn to before me this 19 day of May, 2014
[Signature]
Notary Public
(SEAL)

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

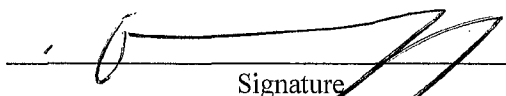
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

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

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

Contractor Name: BURTECH PIPELINE INCORPORATED

Certified By DOMINIC J. BURTECH Title PRESIDENT & CEO
Name


Signature Date 5/21/2014

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION	
Company Name: BURTECH PIPELINE INCORPORATED	Contact Name: DOMINIC J. BURTECH
Company Address: 102 Second St., Encinitas, CA 92024	Contact Phone: (760) 634-2822
	Contact Email: buddy@burtechpipeline.com

CONTRACT INFORMATION	
Contract Title: PIPELINE REHABILITATION X-1	Start Date: SEPT. '14
Contract Number (if no number, state location): K-14-1172-DBB-3	End Date: FEB. 2015

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

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

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

Dominic J. Burtech - President & CEO		5/21/14
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
---------------	--------------	-----------------------------------	---

rev 02/15/2011

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction **Pipeline Rehabilitation X-1**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	 	\$ 6,275.69
2	1	EA	541214	3-3.2.2.1	Certified Payroll	\$ 50.00	\$ 50.00
3	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	 	\$ 1,000.00
4	1	LS	237310	7-10.2.6	Traffic Control	 	\$ 2,000.00
5	1	LS	237310	7-10.1.1	Right of Entry Permit (MTS)	 	\$ 3,500.00
6	1	LS	237110	9-3.4.1	Mobilization	 	\$ 10,000.00
7	1	AL		9-3.5	Field Orders - Type II	 	\$26,000.00
8	1	LS	238910	300-1.4	Clearing & Grubbing	 	\$ 1,200.00
9	39	CY	237310	300-1.4	Additional Pavement Removal & Disposal	\$ 35.00	\$ 1,365.00
10	1	CY	237110	306-1.2.1.1	Additional Bedding	\$ 0.01	\$ 0.01
11	50	TON	237310	306-1.5.1	Temporary Resurfacing	\$ 115.00	\$ 3,750.00
12	1	LS	237110	704-4	Sewage By Pass and Pumping Plan (Diversion Plan)	 	\$ 3,000.00

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
13	6	LF	237310	303-5.9	Curb & Gutter (6-Inch Curb, Type G)	\$ 100.00	\$ 600.00
14	40	SF	237310	303-5.9	Residential Concrete Driveway	\$ 20.00	\$ 800.00
15	25	SF	237310	303-5.9	Remove and Replace Existing Sidewalk	\$ 20.00	\$ 500.00
16	2	EA	237310	303-5.10.2	Curb Ramp Type A with Detectable Warning Tiles	\$ 3,500.00	\$ 7,000.00
17	1	EA	237310	303-5.10.2	Curb Ramp Type B with composite Detectable Warning Tiles	\$ 3,500.00	\$ 3,500.00
18	7	TON	237110	306-1.6	Imported Backfill	\$ 15.00	\$ 105.00
19	2	EA	237110	306-1.8.6	Manholes (4 x 3)	\$ 10,200.00	\$ 20,400.00
20	4092	LF	237110	306-9.7	Cleaning and video inspecting pipelines and culverts	\$ 1.90	\$ 7,774.80
21	4092	LF	237110	306-9.7	Video inspecting pipelines and culverts for Acceptance	\$ 1.25	\$ 5,115.00
22	44	EA	237110	500-1.1.9	Lateral Launch Video	\$ 156.00	\$ 6,864.00
23	205	LF	237110	500-1.1.9	Rehabilitate 6-Inch Sewer Main	\$ 27.50	\$ 5,637.50
24	2551	LF	237110	500-1.1.9	Rehabilitate 8-Inch Sewer Main	\$ 30.00	\$ 76,530.00
25	390	LF	237110	500-1.1.9	Rehabilitate 10-Inch Sewer Main	\$ 33.50	\$ 13,065.00
26	946	LF	237110	500-1.1.9	Rehabilitate 15-Inch Sewer Main	\$ 58.00	\$ 54,868.00
27	1	EA	237110	500-1.2.7	Point Repair for Existing 8-Inch Sewer Main	\$ 4,800.00	\$ 4,800.00
28	25	EA	237110	500-1.6.6	Sewer Lateral Point Repair	\$ 3,000.00	\$ 75,000.00
29	44	EA	237110	500-4.9	Service Lateral Connection	\$ 1,760.00	\$ 77,440.00

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
30	880	LF	237110	500-1.6.6	Service Lateral Rehabilitation	\$ 80.00	\$ 70,400.00	
31	6	EA	237110	500-2.10.2	Rehabilitate Existing Manhole	\$ 3,485.00	\$ 20,910.00	
32	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	 	\$ 550.00	
33	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	 	\$ 1,000.00	
ESTIMATED TOTAL BASE BID:							\$ 513,000.00	

TOTAL BID PRICE FOR BID (Items 1 through 33 inclusive) amount written in words:

Five Hundred Thirteen Thousand Dollars Only

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

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

DOMINIC J. BURTECH - PRESIDENT & CEO

JULIE J. BURTECH - EXEC. VICE PRESIDENT

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

BIDDING DOCUMENTS

Bidder: BURTECH PIPELINE INCORPORATED

Title: PRESIDENT & CEO

Business Address: 102 SECOND STREET, ENCINITAS, CA 92024

Place of Business: ENCINITAS, CA 92024

Place of Residence: ENCINITAS, CA 92024

Signature: 

NOTES:

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

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Terra West Inc. Address: 1061 Tierra Del Rey Ste 204 City: Chula Vista State: CA Zip: 91910 Phone: 619-591-1007	Designer	PLEASE TAKE NOTICE subcontractors license numbers becomes effective July 1, 2014	WPCP Dev't	\$ 450.00	SLBE	CITY	-
Name: Arrow Pipeline Repair Inc. Address: 1330 Park Center Dr. Ste. 101 City: Vista State: CA Zip: 92081 Phone: 760-476-9388	Constructor		Service lateral Connection	\$ 70,400.00	SLBE	CITY	-
Name: YBS Concrete Inc. Address: 821 Kuhn Dr. Ste. 204 City: Chula Vista State: CA Zip: 91914 Phone: 619-271-6122	Constructor		Curb Ramps	\$ 7,500.00	ELBE	CITY	-

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

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

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

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

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

MOS

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>National Coating & Lining</u> Address: <u>26713 Madison Jct Ave.</u> City: <u>Murrieta</u> State: <u>CA</u> Zip: <u>92562</u> Phone: <u>951-471-3388</u>	Constructor	PLEASE TAKE NOTICE Requirement to provide subcontractors license numbers becomes effective July 1, 2014	Manhole Rehab	\$13,440.00	—	—	—
Name: <u>Tunnelworks Services Inc.</u> Address: <u>13502-H Whittier Blvd #165</u> City: <u>Whittier</u> State: <u>CA</u> Zip: <u>90605</u> Phone: <u>562-201-4031</u>	Constructor		Lateral Launch Video	\$5,984.00	—	—	—
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							

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

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

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

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

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

BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	SUBCONTRACTOR LICENSE NUMBER	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED IN)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____		<p align="center">PLEASE TAKE NOTICE Requirement to provide subcontractors license numbers becomes effective July 1, 2014</p>					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							

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

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

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

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

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

City of San Diego



Small Local Business Enterprise Certification

Terra West, Inc.

Small Local Business Enterprise (SLBE)

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

Certification Number: 10TW0007

Effective Date: 08/16/2012

Expiration Date: 08/16/2014

A handwritten signature in cursive script that reads "Debra Fischle-Faulk".

Debra Fischle-Faulk
Administration Department
Director

City of San Diego



Small Local Business Enterprise Certification

Arrow Pipeline Repair, Inc.

Small Local Business Enterprise (SLBE)

Construction (NAICS: 237110)

Certification Number: 11APO246

Effective Date: 01/18/2013

Expiration Date: 01/18/2015

Henry Foster III
Administration Department
Interim Director

City of San Diego



Small Local Business Enterprise Certification

YBS Concrete, Inc.

Emerging Local Business Enterprise (ELBE)

Specialty Construction (NAICS: 237310)

Certification Number: 11YB0319

Effective Date: 01/07/2013

Expiration Date: 01/07/2015

A handwritten signature in cursive script that reads "Debra Fischle-Faulk".

Debra Fischle-Faulk
Administration Department
Director