

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Damian Singleton, Contract Specialist, Email: Dsingleton@saniego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633
J Gallardo/R Bustamante/LJI

CONTRACT DOCUMENTS

FOR

SEWER GROUP JOB 795

VOLUME 1 OF 2



BID NO.: _____ **K-15-1196-DBB-3**
SAP NO. (WBS/IO/CC): _____ **B-00396**
CLIENT DEPARTMENT: _____ **2011**
COUNCIL DISTRICT: _____ **2**
PROJECT TYPE: _____ **JA**

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00 PM
AUGUST 7, 2014
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING
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

6/24/2014 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 at the location, time, and date shown on the cover of these specifications for performing work on **SEWER GROUP JOB 795** (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. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 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	4.6%
2. ELBE participation	10.7%
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 Days** of the Bid opening if the overall mandatory participation percentage is not met.

- 4.4. For additional Equal Opportunity Contracting Program requirements, see Attachment C.
5. **PRE-BID MEETING:**
- 5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting, Conference Room at 1010 Second Avenue, 14th Floor, San Diego, CA 92101 **at 10:00 AM, on July 22, 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 at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.
6. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
- 6.1. **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based contract compliance website, Prism®, located here:

<https://pro.prismcompliance.com/default.aspx>.
- 6.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
7. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
8. **PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract.
- 8.1. **STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.**
- 8.1.1. In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.
- 8.1.2. Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.

8.1.3. The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.

8.1.4. The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

9. INSURANCE REQUIREMENTS:

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

10. PREQUALIFICATION OF CONTRACTORS:

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

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

- 10.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracting, 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 not less than the specified amount. 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/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting.
- 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
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: [Contract Specialist listed on the front cover hereof]
- OR:
- Email address of the Contract Specialist listed on the front cover hereof.
- 19.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 19.3.** Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 19.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- 20. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.

21. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
22. **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
 - 22.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
 - 22.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
 - 22.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
 - 22.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
23. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
 - 23.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
 - 23.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
 - 23.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

24. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 24.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 24.2.** Bidders shall complete the entire Bid schedule (also referred to as “schedule of prices” or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 24.3.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 24.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 24.5.** A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written “Notice of Intent to Protest” including supporting documentation which shall be received by Public Works Contracting 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	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 AFTER BID OPENING	THREE APPARENT LOW BIDDERS	Contractor's Experience and Past Project Documentation. See Section 500
12.	WITHIN 5 WORKING DAYS AFTER BID OPENING	THREE APPARENT LOW BIDDERS	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	Contract Forms - Agreement

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

CONTRACT FORMS
AGREEMENT

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and SOUTHWEST PIPELINE & TRENCHLESS CORPORATION, herein called "Contractor" for construction of Sewer Group Job 795; Bid No. K-15-1196-DBB-3; in the amount of SIX HUNDRED FORTY-FIVE THOUSAND, NINE HUNDRED SEVENTY DOLLARS AND 50/100 (\$645,970.50), 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 Sewer Group Job 795, on file in the office of the Public Works Department as Document No. B-00396, 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 Sewer Group Job 795, Bid Number K-15-1196-DBB-3, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By: 
Print Name: Downs Prior
Principal Contract Specialist

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

Date: 11/4/14

Date: 11/3/14

CONTRACTOR

By: 
Print Name: JUSTIN DUCHAINEAU

Title: PRESIDENT

Date: 9-8-2014

City of San Diego License No.: B2003006118

State Contractor's License No.: 773862-A

**CONTRACT FORMS
ATTACHMENTS**

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

SOUTHWEST PIPELINE & TRENCHLESS CORPORATION, a corporation, as principal, and Liberty Mutual 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 **SIX HUNDRED FORTY-FIVE THOUSAND, NINE HUNDRED SEVENTY DOLLARS AND 50/100 (\$645,970.50)** for the faithful performance of the annexed contract, and in the sum of **SIX HUNDRED FORTY-FIVE THOUSAND, NINE HUNDRED SEVENTY DOLLARS AND 50/100 (\$645,970.50)** for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Sewer Group Job 795**, Bid Number **K-15-1196-DBB-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

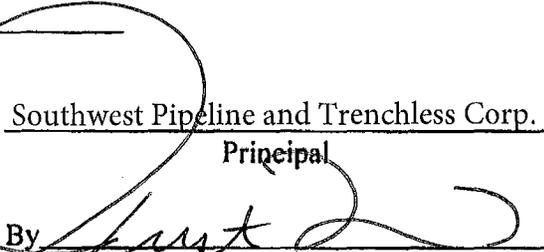
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated September 2, 2014

Approved as to Form and Legality

Southwest Pipeline and Trenchless Corp.

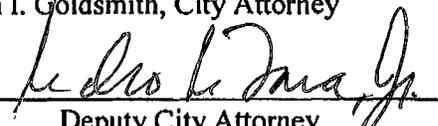
Principal

By 

JUSTIN DUCHAINEAU

Printed Name of Person Signing for Principal

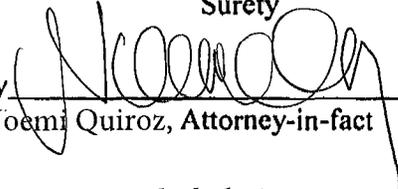
Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney

Liberty Mutual Insurance Company

Surety

By 

Noemi Quiroz, Attorney-in-fact

330 N. Brand Blvd., Ste 500

Local Address of Surety

Glendale, CA 91203

Local Address (City, State) of Surety

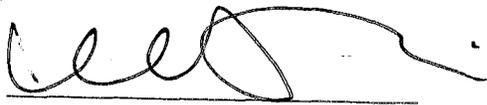
(818) 956-4250

Local Telephone No. of Surety

Premium \$ 7,370.00

Bond No. 024058327

Approved:

By 

Principal Contract Specialist

11/4/14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On SEP 02 2014, before me, Maria Pena, Notary Public, personally appeared Noemi Quiroz, 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.



(Seal)

Signature: 
Maria Pena, Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Noemi Quiroz of the city of Los Angeles, state of CA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Southwest Pipeline and Trenchless Corp.

Obligee Name: City of San Diego

Surety Bond Number: 024058327

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of September, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

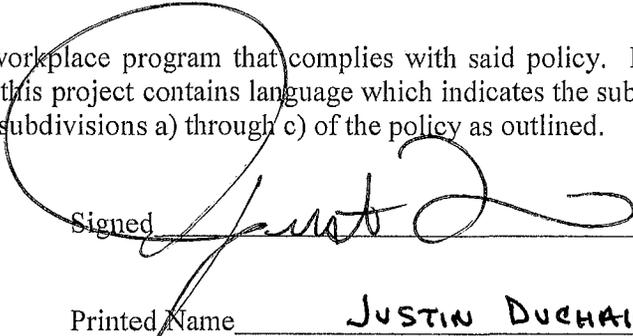
PROJECT TITLE: Sewer Group Job 795

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;

**SOUTHWEST PIPELINE AND
TRENCHLESS CORP.**

(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

JUSTIN DUCHAINEAU

Title

PRESIDENT

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Sewer Group Job 795

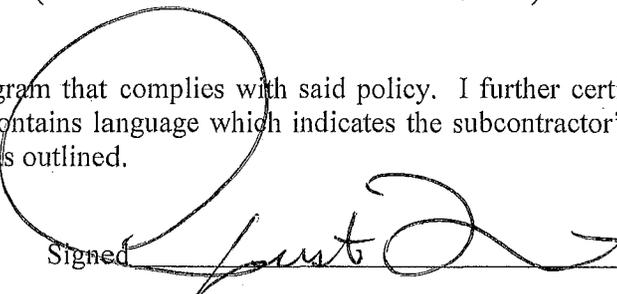
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

SOUTHWEST PIPELINE AND

TRENCHLESS CORP.

(Name under which business is conducted)

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

Signed 

Printed Name

JUSTIN DUCHAINEAU

Title

PRESIDENT

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Sewer Group Job 795

I declare under penalty of perjury that I am authorized to make this certification on behalf of SOUTHWEST PIPELINE & TRENCHLESS CORP., 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 5TH Day of SEPTEMBER, 2014.

Signed

Printed Name

Title

JUSTIN DUCHAINEAU

PRESIDENT

AFFIDAVIT OF DISPOSAL

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

Sewer Group Job 795

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-15-1196-DBB-3**; SAP No. (WBS/IO/CC) **B-00396**; 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:** Rehabilitation of approximately 5,009 LF (0.95 miles) of existing CP and VC sewer main which are included on Wastewater Collection’s referral list per Public Utilities Department. The project includes point repairs, manhole rehabilitation, new sewer main cleanouts, and rehabilitation of existing sewer laterals.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1 Bid No. K-15-1196-DBB-3, inclusive.
2. **CONSTRUCTION COST:** The City’s estimated construction cost for this contract is **\$832,000.00**.
3. **LOCATION OF WORK:** See Appendix E, “Location Map.”
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 license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

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

Option	Classification(s)
1	CLASS A
2	CLASS C34

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

ATTACHMENT D
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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 Supplements, ADD the following:

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

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 project(s) are scheduled for construction for the same time period in the vicinity of Clairemont Mesa and Peninsula. See Appendix "E." for approximate locations. Coordinate the Work with the adjacent project(s) as listed below:

- a) Water Group Job 926, Idalmiro da Rosa, Project Manager (619-533-4629)
- b) Clairemont Dr. Sidewalk, Morena to Burgener, David Li, Project Manager (619-533-5164)
- c) Undergrounding projects: UU409 Residential Block 6DD, UU410 Residential Block 6DD1, UU301 Residential Block Moraga Ave Phase II, Dayue Zhang (619-533-7409)

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 the City’s Product Submittal Form available at:

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-7.1 General. To the City Supplement, ADD the following:

5. For Water projects where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Contractor shall plan and schedule work accordingly. No additional payment or working days will be granted for delays due to this moratorium.
6. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.2.3 Contractors Pollution Liability Insurance.

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

6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must be endorsed to provide that the coverage with respect to operations, including the completed

operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

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

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

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

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

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

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

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

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

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

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

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

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

7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-8.6 Water Pollution Control. ADD the following:

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

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

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

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

7-20 ELECTRONIC COMMUNICATION. ADD the following:

Virtual Project Manager will be used on this contract.

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.

203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15	RUBBER POLYMER MODIFIED SLURRY (RPMS)	203-16
203-15.1	General	203-16.1
203-15.2	Materials	203-16.2
203-15.3	Composition and Grading	203-16.3
203-15.4	Mix Design	203-16.4

ADD the following:

RPMS shall be used on this contract.

SECTION 207 – PIPE

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

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

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

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

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

302-3 PREPARATORY REPAIR WORK.

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

- Contractor’s Experience; past project documentation
- Manufacturer Certification
- Authorize Installer Certificates

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, 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.

A lateral rehabilitation including the installation of lateral cleanout and backfill process should be completed within 15 Working Days.

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.
- 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 color video the lateral line immediately prior to reconstruction and determine the structural condition of the pipeline. Roots, debris, and protruding service connections shall be removed prior to reconstruction.
- d) The tube shall be inspected for torn or frayed sections. The tube in good condition 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.
- 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 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 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 705 – WATER DISCHARGES

- 705-2.6.1** **General. Paragraph (3), CORRECT reference to Section 803 to read “Section 703.”**
- 705-2.6.3** **Community Health and Safety Plan.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- 705-2.6.3** **Community Health and Safety Plan.** See 703-2, “Community Health and Safety Plan.”

SECTION 707 – RESOURCE DISCOVERIES

ADD:

- 707-1.1** **Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared An Environmental Exemption for Sewer Group Job 795, CEQA, 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: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

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

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

PROJECT NO./WBS NO.: B-00396.02.06

PROJECT TITLE: SEWER GROUP JOB 795

PROJECT LOCATION-SPECIFIC: The project is located within the public right-of-way and City easements along or adjacent to portions of the following streets within the Clairemont Mesa and Peninsula Community Plan areas (Council District 2): Idlewild Way, Quapaw Avenue, Nemaha Drive, Ecochee Avenue, Nute Way, Conner Way, Huerfano Avenue, Driscoll Drive, Fryden Court, Raffee Drive, Santa Fe Street, Blackfoot Avenue, Clairemont Drive, Porter Road, and Kellogg Street.

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

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: The project would rehabilitate approximately 5,009 linear feet (0.95 miles) of existing concrete pipe and vitrified clay sewer mains and four existing manholes using trenchless technology. Additional work would include point repairs and installation of cleanouts. All point repairs and cleanouts would occur within the existing trench alignment and previously disturbed soils.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego, Public Works – Engineering and Capital Projects

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Jericho Gallardo, Project Manager
525 B Street, 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))
(X) CATEGORICAL EXEMPTION: 15301(b) [EXISTING FACILITIES], 15302 (c) [REPLACEMENT OR RECONSTRUCTION] AND 15303 [NEW CONSTRUCTION]
() STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego has determined the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Sections 15301(b), which allows for operation, repair and maintenance of existing facilities of both investor and publicly owned utilities used to provide sewerage; 15302(c), which allows for replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity; 15303, which allows for construction and location of limited numbers of new, small facilities or structures; and where the exceptions listed in Section 15300.2 would not apply. The project would include point repairs (i.e. repair/maintenance of existing facilities and reconstruction) of damaged sewer main with no expansion of capacity (i.e. same size pipe as existing), rehabilitation of existing sewer main and manholes (i.e. repair/maintenance of existing facilities), and installation of four new cleanouts (i.e. new construction if a limited number of small facilities), all of which meet the exemption criteria noted above.

LEAD AGENCY CONTACT PERSON: Jeff Szymanski

TELEPHONE: (619) 446-5324

IF FILED BY APPLICANT:

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

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

Signature of Jeff E. Hernandez / SENIOR PLANNER

10/14/2013
DATE

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B

CALIFORNIA COASTAL COMMISSION PERMIT EXEMPTION

CALIFORNIA COASTAL COMMISSION

SAN DIEGO AREA
 7575 METROPOLITAN DRIVE, SUITE 103
 SAN DIEGO, CA 92108-4402
 (619) 767-2370



6-13-0424-X

EXEMPTION LETTERDATE: October 29, 2013

NAME: City of San Diego Public Works
525 B St, Suite 750
San Diego, CA, 92101

LOCATION: 2590 Truxtun Road, San Diego, CA 92106

PROJECT: Rehabilitate approximately 281 linear feet of sewer main using trenchless technology. The project does not include any vegetation removal, grading, trenching, excavation, or any other type of ground disturbing activity. In addition, all work would occur within the existing pipe with access from existing manholes. Further, a traffic control plan is proposed to minimize impacts to traffic during constructions. Finally, the size of the sewer main is proposed to remain the same and would not alter the service capacity.

This is to certify that this location and/or proposed project has been reviewed by the staff of the Coastal Commission. A coastal development permit is not necessary for the reasons checked below.

- The site is not located within the coastal zone as established by the California Coastal Act of 1976, as amended.
- The proposed development is included in Categorical Exclusion No. _____ adopted by the California Coastal Commission.
- The proposed development is judged to be repair or maintenance activity not resulting in an addition to or enlargement or expansion of the object of such activities (Section 30610(d) of the Coastal Act).
- The proposed development is an improvement to an existing single-family residence (Section 30610(a) of the Coastal Act) and not located in the area between the sea and the first public road or within 300 feet of the inland extent of any beach (whichever is greater) (Section 13250(b)(4) of the 14 Cal. Admin. Code).

- The proposed development is an improvement to an existing single-family residence and is located in the area between the sea and the first public road or within 300 feet of the inland extent of any beach (whichever is greater) but is not a) an increase of 10% or more of internal floor area, b) an increase in height over 10%, or c) a significant non-attached structure (Sections 30610(a) of the Coastal Act and Section 13250(b)(4) of Administrative Regulations).
- The proposed development is an interior modification to an existing use with no change in the density or intensity of use (Section 30106 of the Coastal Act).
- The proposed development involves the installation, testing and placement in service of a necessary utility connection between an existing service facility and development approved in accordance with coastal development permit requirements, pursuant to Coastal Act Section 30610(f).
- The proposed development is an improvement to a structure other than a single-family residence or public works facility and is not subject to a permit requirement (Section 13253 of Administrative Regulations).
- The proposed development is the rebuilding of a structure, other than a public works facility, destroyed by natural disaster. The replacement conforms to all of the requirements of Coastal Act Section 30610(g).
- Other:

Please be advised that only the project described above is exempt from the permit requirements of the Coastal Act. Any change in the above project may cause it to lose its exempt status. This certification is based on information provided by the recipient of this letter. If, at a later date, this information is found to be incorrect or incomplete, this letter will become invalid, and any development occurring at that time must cease until a coastal development permit is obtained.

Sincerely,



By: Kanani Brown

Title: Coastal Program Analyst II

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:					
SAP No. (WBS/IO/CC)											
City Purchase Order No.						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
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

SEWER GROUP JOB 795 LOCATION MAP (1 OF 2)



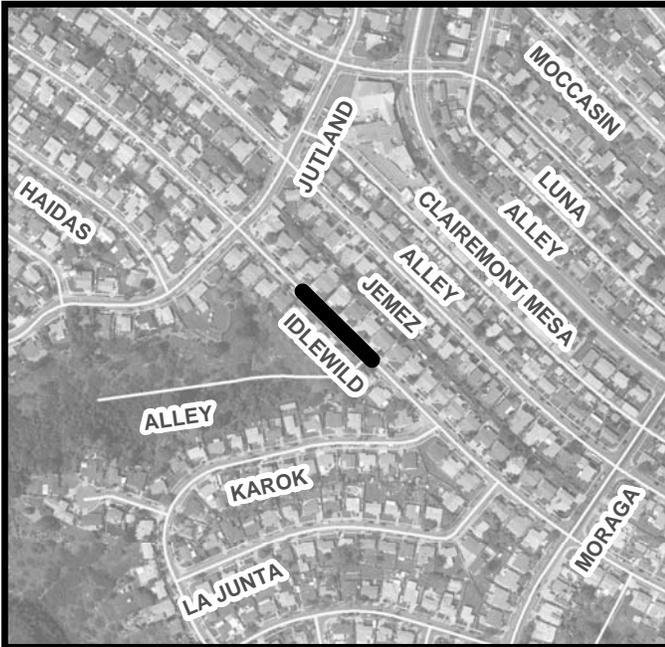
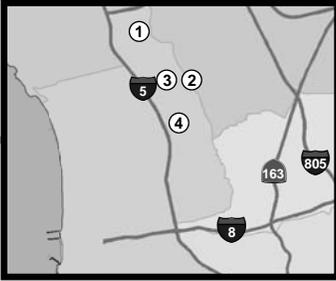
SENIOR ENGINEER
RANIA AMEN
619-533-5492

PROJECT MANAGER
JERICHO GALLARDO
619-533-7523

PROJECT ENGINEER
ELIZABETH DUNN
619-533-7461

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207

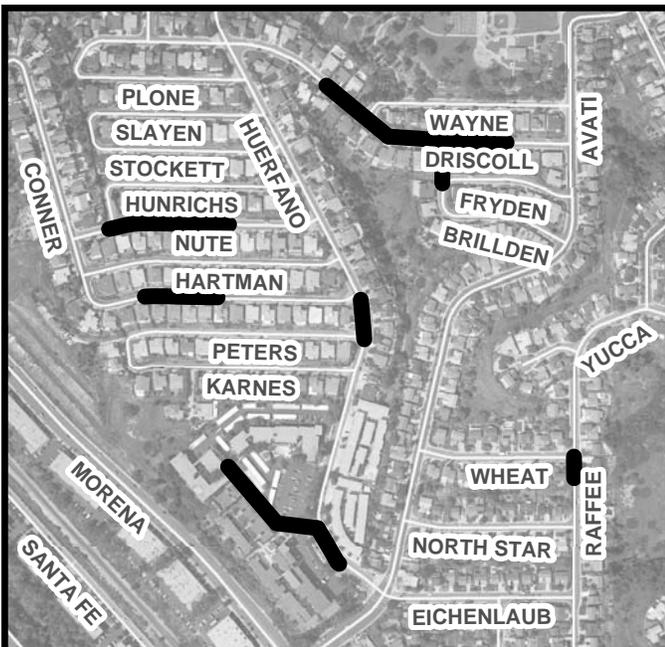
Right-Of-Way Division



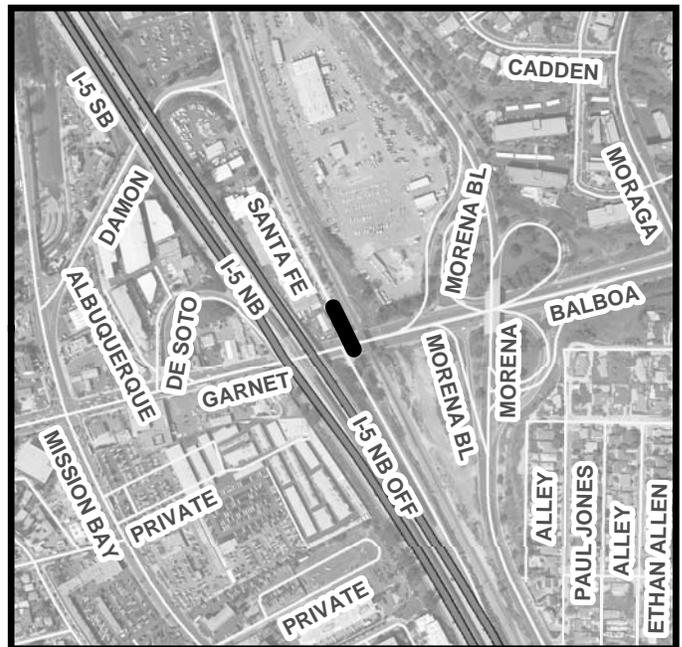
PROJECT LOCATION 1



PROJECT LOCATION 2



PROJECT LOCATION 3



PROJECT LOCATION 4

Legend

-  Prop. Rehab Pipe
-  Project Location



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SEWER GROUP JOB 795 LOCATION MAP (2 OF 2)



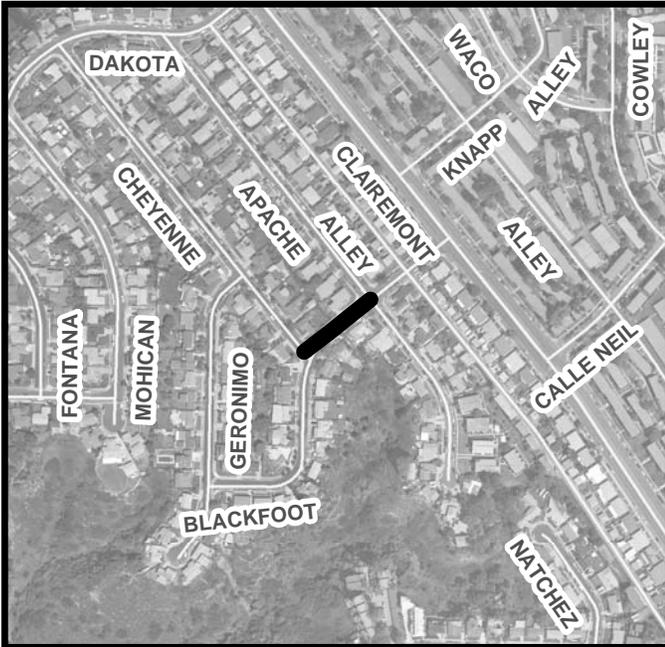
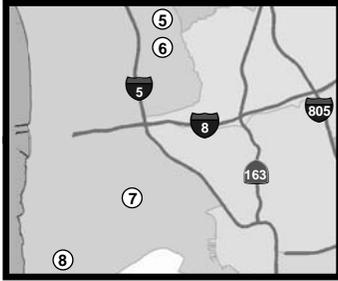
SENIOR ENGINEER
RANIA AMEN
619-533-5492

PROJECT MANAGER
JERICO GALLARDO
619-533-7523

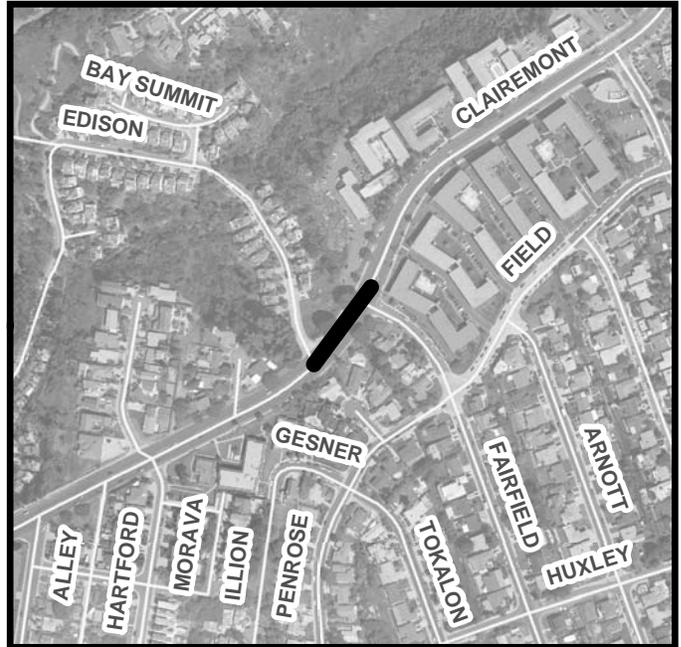
PROJECT ENGINEER
ELIZABETH DUNN
619-533-7461

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207

Right-Of-Way Division



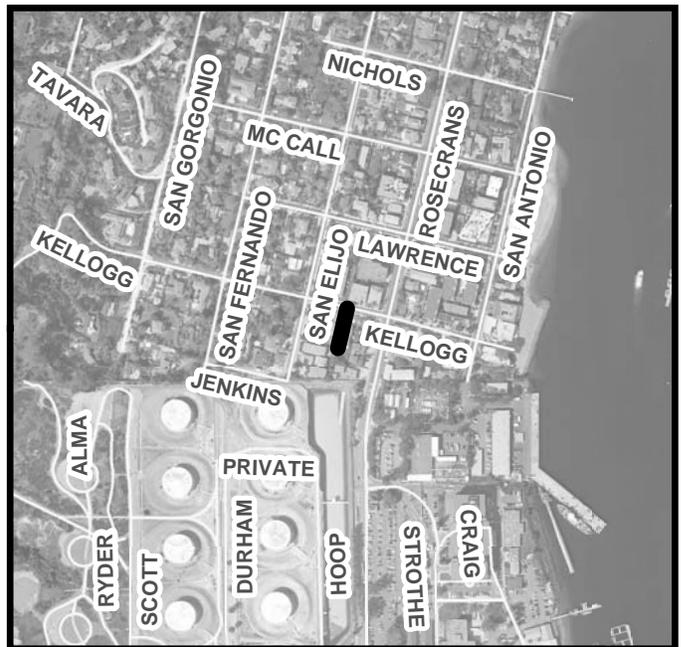
PROJECT LOCATION 5



PROJECT LOCATION 6



PROJECT LOCATION 7



PROJECT LOCATION 8

Legend

-  Prop. Rehab Pipe
-  Project Location



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APPENDIX F
ADJACENT PROJECTS



LOCATION MAP



Project Name

CLAIREMONT DR SIDEWALK



LEGEND

 Clairemont Dr Sidewalk Project



No Scale



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APPENDIX G
SCOPE OF WORK AND SITE MAPS



GJ 795 PIPELINE REHABILITATION

Sewer Pipelines

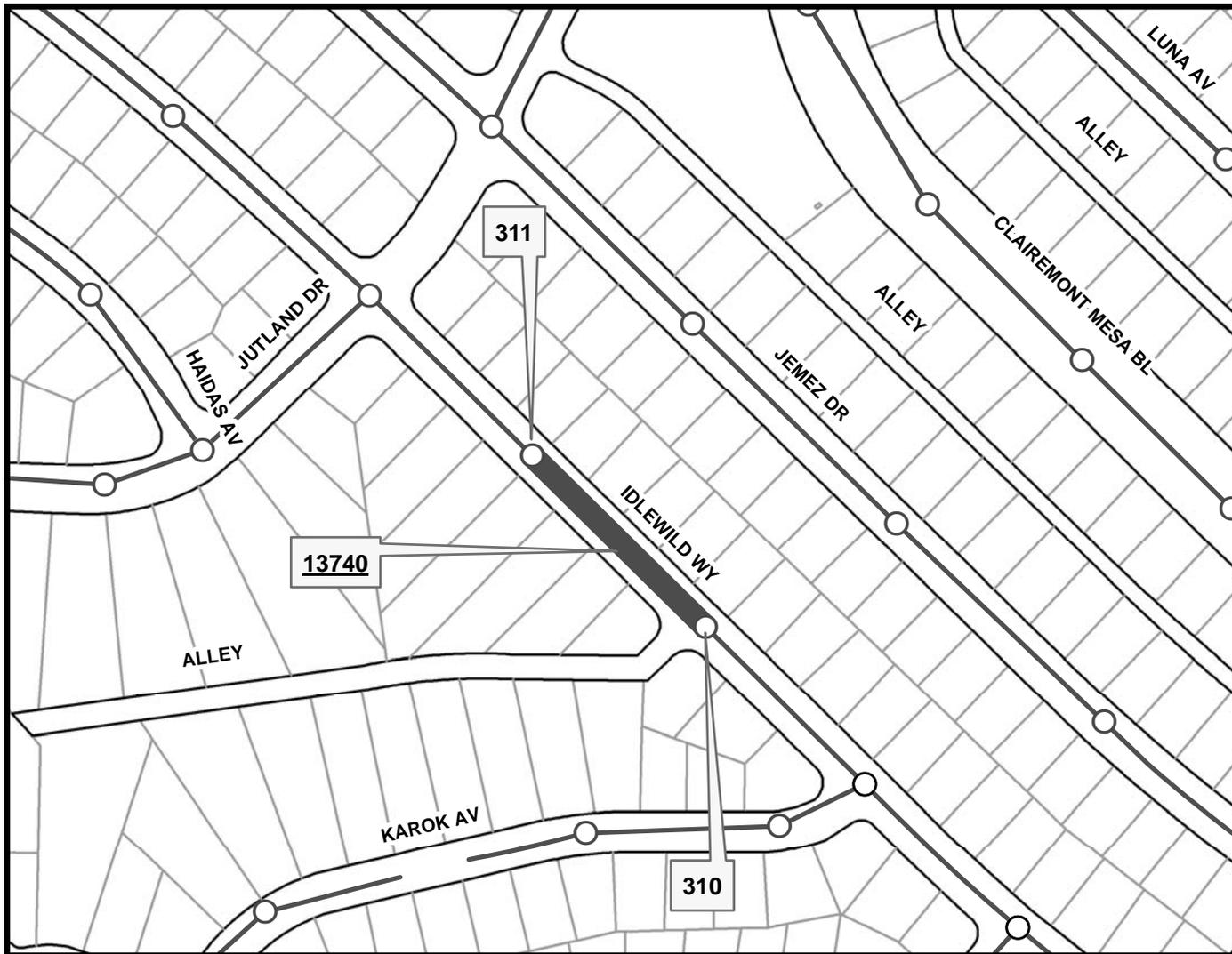
MAP SHT NO.	THOMAS BRO.	STREET NAME	FSN	LENGTH	SIZE	MAT'L.	ACTION	DS MH ID	DS MH IE	DS MH DEPTH	US MH ID	US MH IE	US MH DEPTH	COUNCIL DISTRICT	COMMUNITY	GATE PAGE
CD2-1	1248 C 1	IDLEWILD	13740	290.00	10	VC	Rehab	310	318.71	12.00	311	319.58	16.00	2	CLAIREMONT MESA	D 11 S
CD2-2	1248 D 3	QUAPAW	14002	139.00	8	VC	Rehab	240	309.13	7.00	241	309.69	5.00	2	CLAIREMONT MESA	D 12 S
CD2-2	1248 D 3	QUAPAW	14003	124.00	8	VC	Rehab	241	309.69	5.00	242	310.43	6.00	2	CLAIREMONT MESA	D 12 S
CD2-2	1248 D 3	NEMAHA	14004	159.00	8	VC	Rehab	242	310.43	6.00	243	311.38	7.00	2	CLAIREMONT MESA	D 12 S
CD2-2	1248 D 3	NEMAHA	14005	203.00	8	VC	Rehab	243	311.38	7.00	244	318.89	6.00	2	CLAIREMONT MESA	D 12 S
CD2-2	1248 D 3	NEMAHA	14006	185.00	8	VC	Rehab	244	318.89	6.00	INSTALL 8" CLEANOUT	324.62	TIE TO EXISTING MAIN	2	CLAIREMONT MESA	D 12 S
CD2-3	1248 C 3	CONNER	14068	275.00	8	VC	Rehab	318	207.46	6.00	317	208.84	7.00	2	CLAIREMONT MESA	D 12 S
CD2-3	1248 C 3	HUERFANO	14070	155.00	8	VC	Rehab	320	188.91	7.00	321	201.74	7.00	2	CLAIREMONT MESA	D 12 S
CD2-3	1248 C 3	NUTE	14073	353.00	8	VC	Rehab	323	232.07	6.00	324	233.88	7.00	2	CLAIREMONT MESA	D 12 S
CD2-3	1248 C 3	NUTE	14074	100.00	8	VC	Rehab	324	233.48	7.00	INSTALL 8" CLEANOUT	233.88	TIE TO EXISTING MAIN	2	CLAIREMONT MESA	D 12 S
CD2-4	1248 C 3	DRISCOLL	14080	306.00	8	VC	Rehab	328	255.24	5.00	345	256.46	7.00	2	CLAIREMONT MESA	D 12 S
CD2-4	1248 C 3	DRISCOLL	14081	200.00	8	VC	Rehab	342	254.44	8.00	328	255.24	5.00	2	CLAIREMONT MESA	D 12 S
CD2-4	1248 D 3	DRISCOLL	14082	108.00	8	VC	Rehab	329	253.58	11.00	342	254.44	8.00	2	CLAIREMONT MESA	D 12 S
CD2-4	1248 D 3	FRYDEN	14083	46.00	8	VC	Rehab	341	240.70	7.00	329	253.58	11.00	2	CLAIREMONT MESA	D 12 S
CD2-4	1248 D 3	DRISCOLL	14096	250.00	8	VC	Rehab	342	254.44	8.00	343	262.44	6.00	2	CLAIREMONT MESA	D 12 S
CD2-5	1248 C 3	HUERFANO	14198	164.00	8	VC	Point Repair/Rehab	71	126.58	11.00	85	127.24	13.00	2	CLAIREMONT MESA	D 13 S
CD2-5	1248 C 3	HUERFANO	14199	57.00	8	VC	Rehab	85	136.09	13.00	70	127.24	9.00	2	CLAIREMONT MESA	D 13 S
CD2-5	1248 C 3	HUERFANO	14200	284.00	8	VC	Rehab	70	136.09	9.00	69	141.77	9.00	2	CLAIREMONT MESA	D 13 S
CD2-6	1248 D 3	ECOCHEE	14214	339.00	8	VC	Point Repair/Rehab	107	293.86	12.00	106	299.3	8.00	2	CLAIREMONT MESA	D 13 S
CD2-7	1248 D 3	RAFFEE	14223	75.00	8	VC	Rehab	94	229.19	11.00	INSTALL 8" CLEANOUT	229.49	TIE TO EXISTING MAIN	2	CLAIREMONT MESA	D 13 S
CD2-8	1248 D 4	SANTA FE	14402	188.00	8	VC	Point Repair/Rehab	316	36.62	11.00	321	48.17	11.00	2	CLAIREMONT MESA	D 13 S
CD2-9	1248 F 5	BLACKFOOT	18476	259.00	8	VC	Rehab	286	277.09	15.00	280	278.13	20.00	2	CLAIREMONT MESA	E 14 S
CD2-10	1248 F 6	CLAIREMONT	18532	294.00	8	VC	Rehab	56	202.13	15.00	39	215	23.00	2	CLAIREMONT MESA	E 15 S
CD2-11	1268 D 7	PORTER RD	5178106	281.00	8	VC	Rehab	591	17.54	5.00	380	22.95	10.00	2	PENINSULA	D 20 S
CD2-12	1288 A 4	KELLOGG ST	11320	175.00	6	CP	Rehab	174	46.97	5.00	190	50.24	4.20	2	PENINSULA	C 22 S

	REHAB MH (Total)	4
--	------------------	---

PIPELINE REHABILITATION GJ 795

Sheet No.: CD 2_1
 Thomas Bros. : 1248 C 1

Right-Of-Way Division



Legend

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

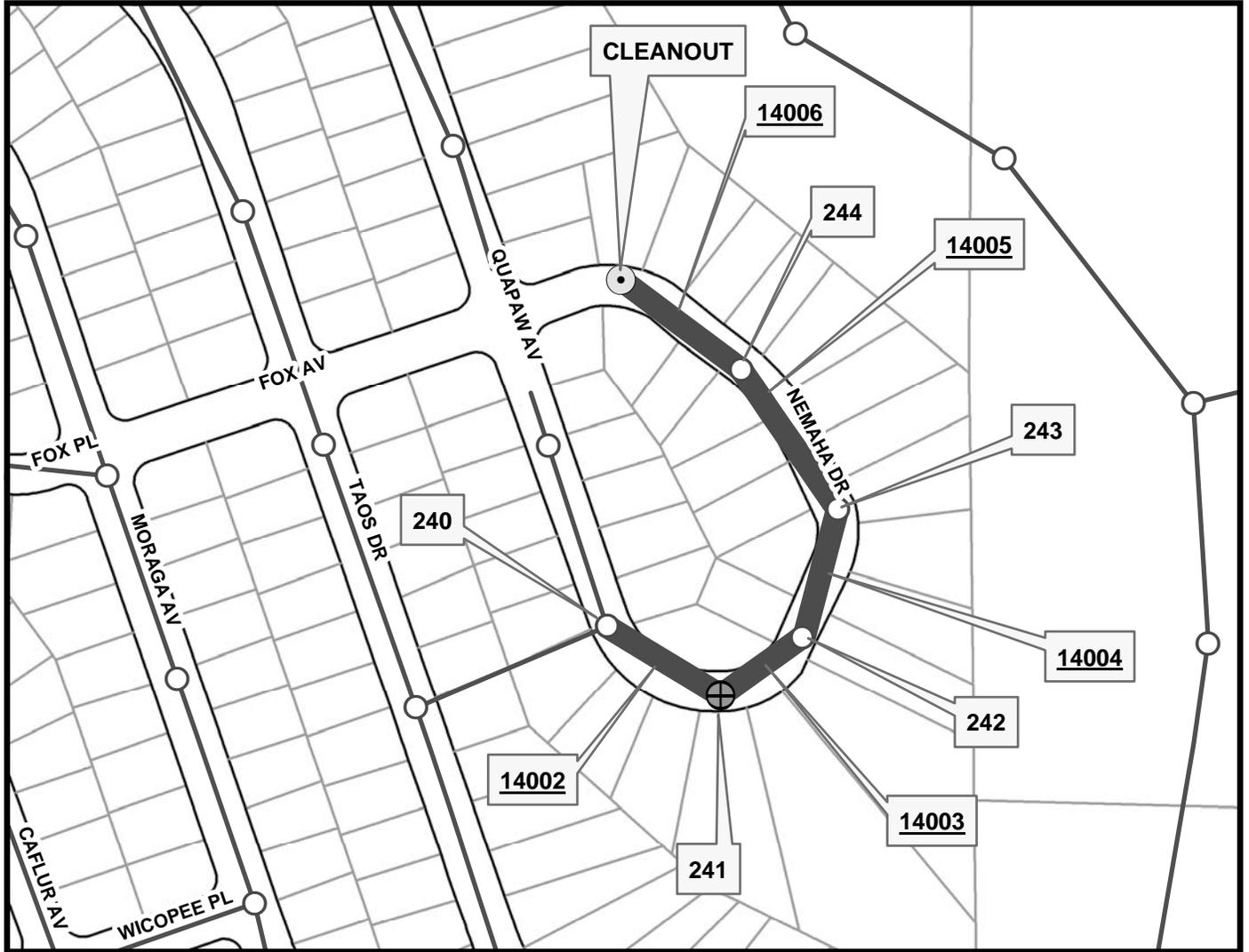
No Scale

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PIPELINE REHABILITATION GJ 795

Sheet No.: CD 2_2
 Thomas Bros. : 1248 D 3

Right-Of-Way Division



Legend

-  123 Manhole ID
-  12345 Facility Sequence Number (FSN)
-  Ex. Pipe & Manhole
-  Prop. Rehab Pipe
-  Prop. Rehab Manhole
-  8" Cleanout



No Scale



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PIPELINE REHABILITATION GJ 795

Sheet No.: CD 2_3
 Thomas Bros. : 1248 C 3

Right-Of-Way Division



Legend

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



No Scale



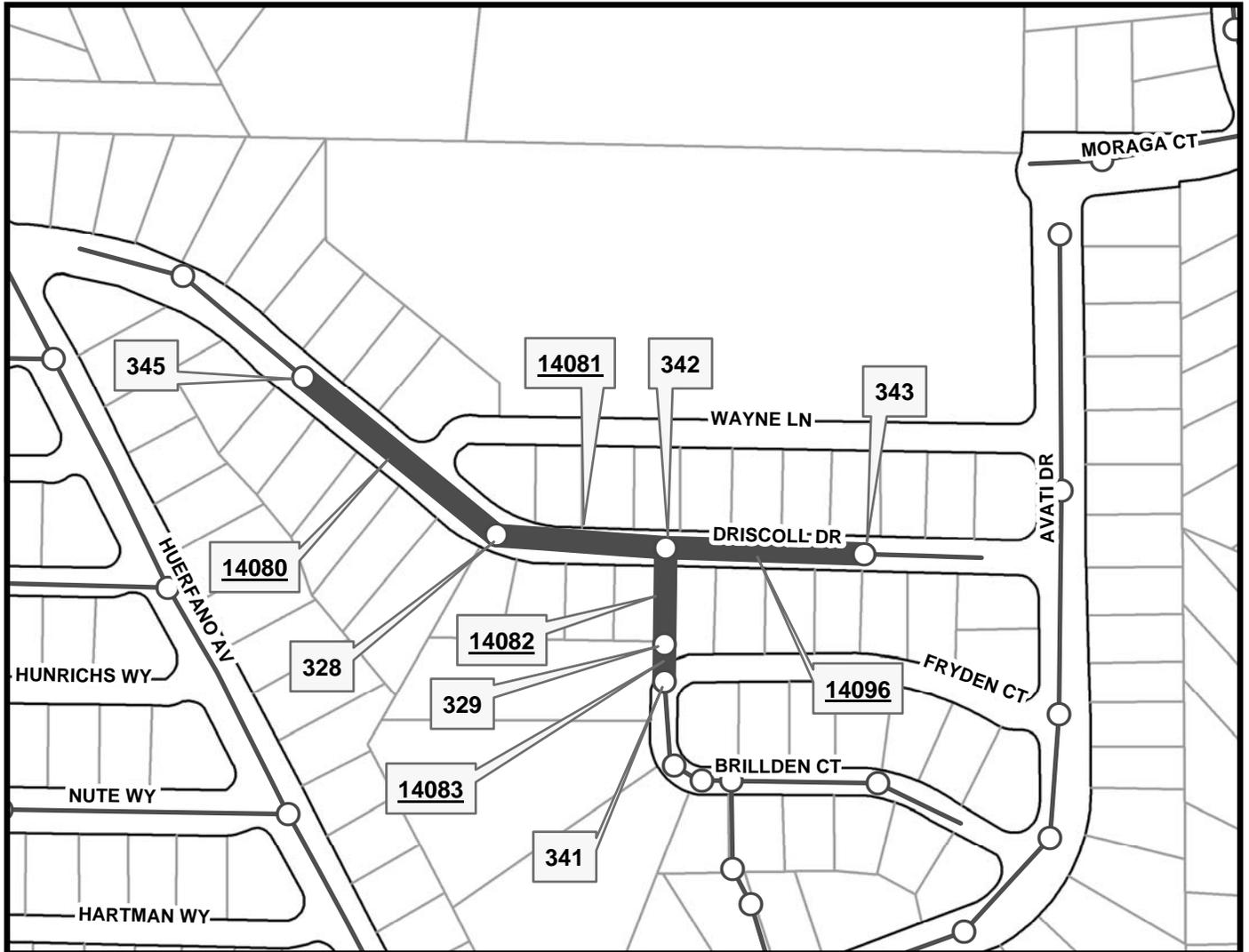
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PIPELINE REHABILITATION GJ 795

Sheet No.: CD 2_4

Thomas Bros. : 1248 C 3 & 1248 D 3

Right-Of-Way Division



Legend

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



No Scale

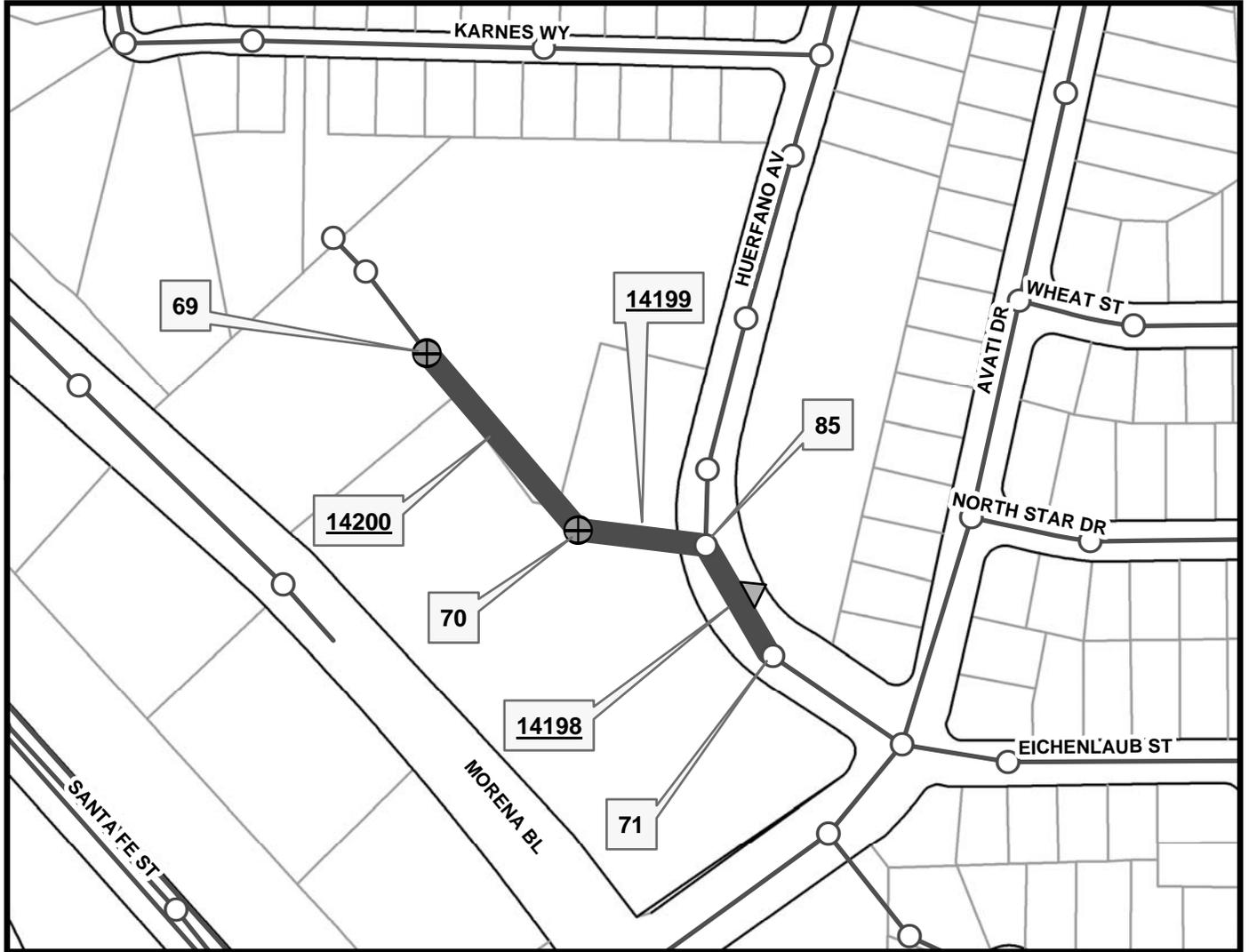


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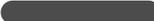
PIPELINE REHABILITATION GJ 795

Sheet No.: CD 2_5
 Thomas Bros. : 1248 C 3

Right-Of-Way Division



Legend

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



No Scale

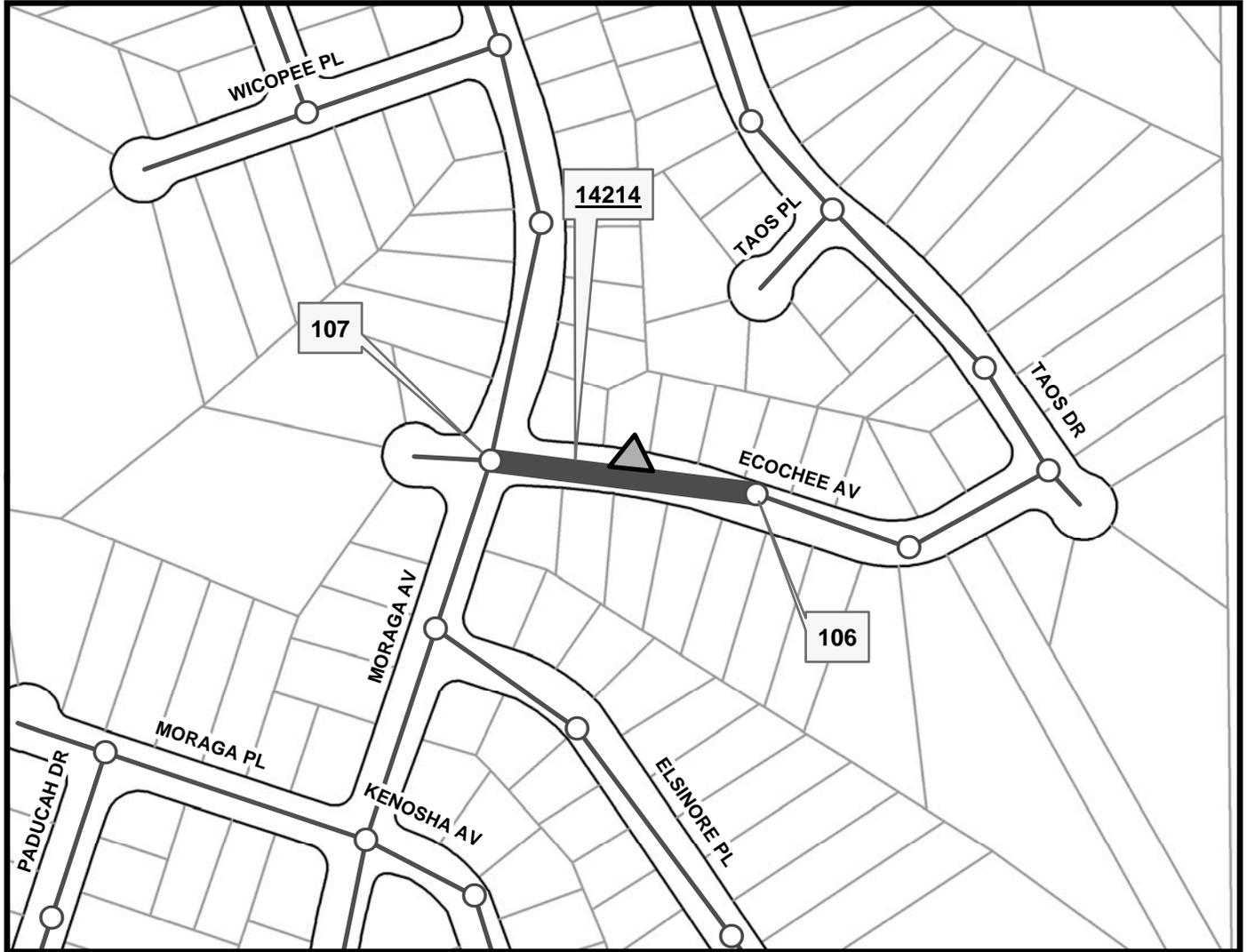


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PIPELINE REHABILITATION GJ 795

Sheet No.: CD 2_6
 Thomas Bros. : 1248 D 3

Right-Of-Way Division



Legend

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



No Scale

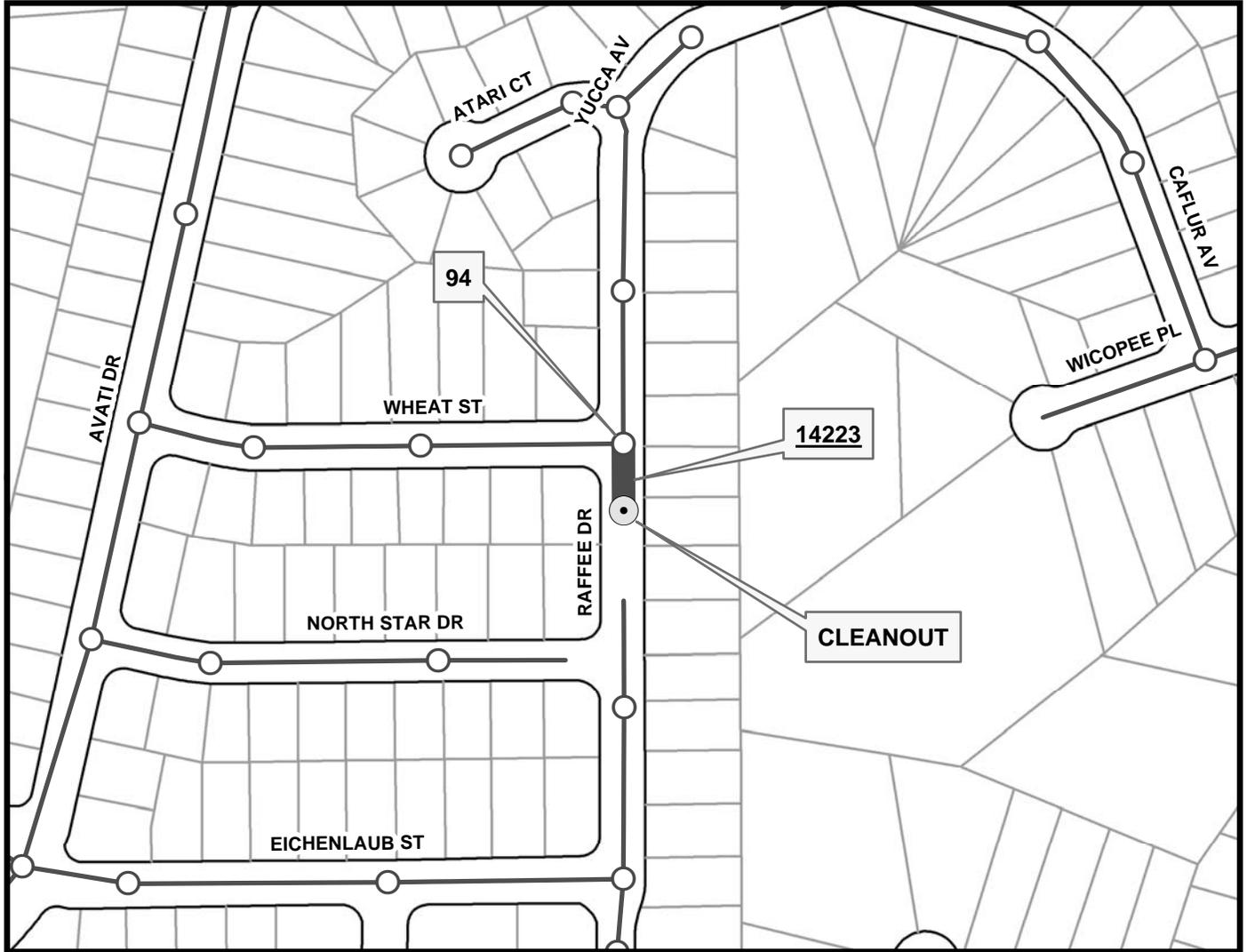


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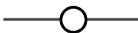
PIPELINE REHABILITATION GJ 795

Sheet No.: CD 2_7
 Thomas Bros. : 1248 D 3

Right-Of-Way Division



Legend

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



No Scale

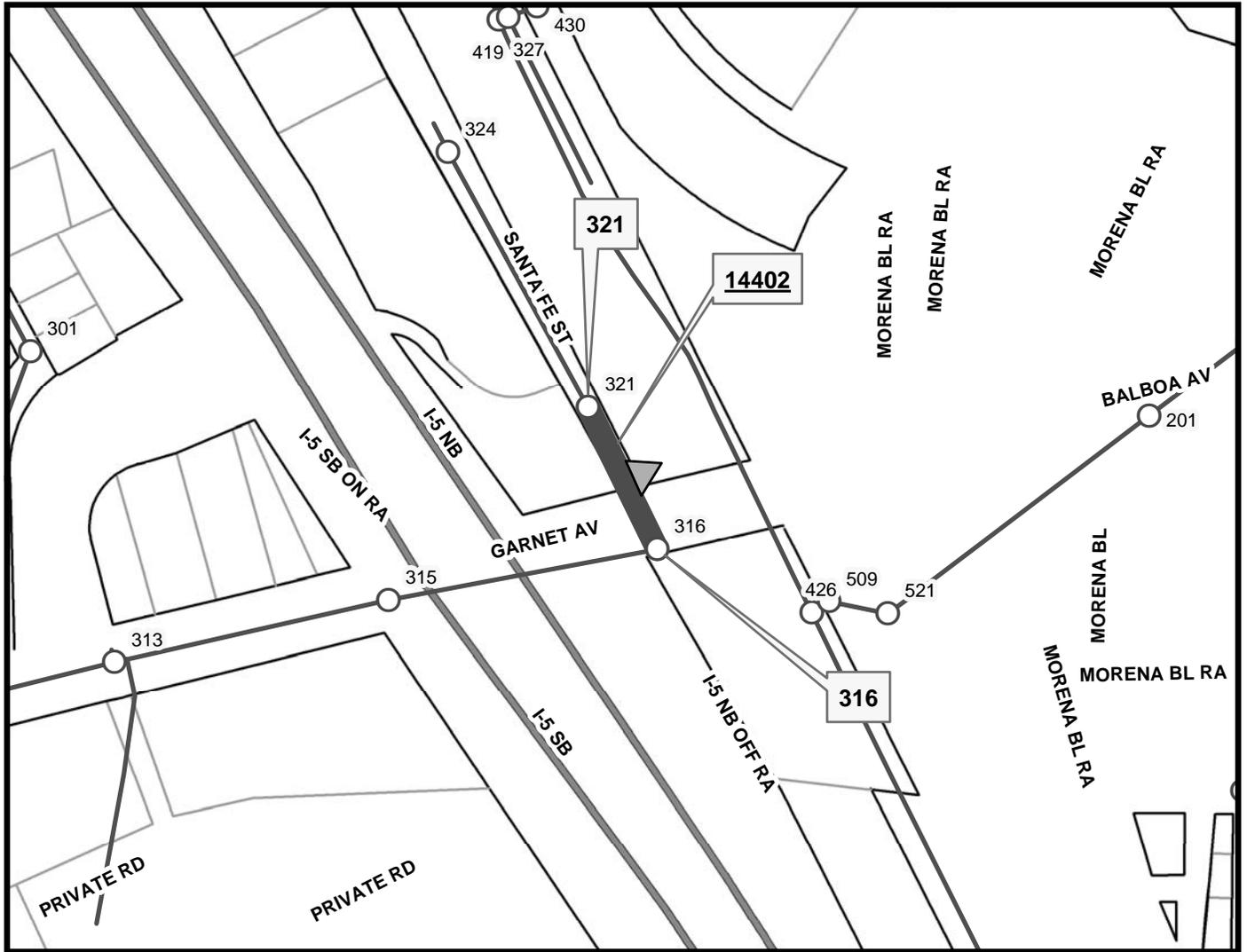


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PIPELINE REHABILITATION GJ 795

Sheet No.: CD 2_8
 Thomas Bros. : 1248 D 4

Right-Of-Way Division



Legend

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

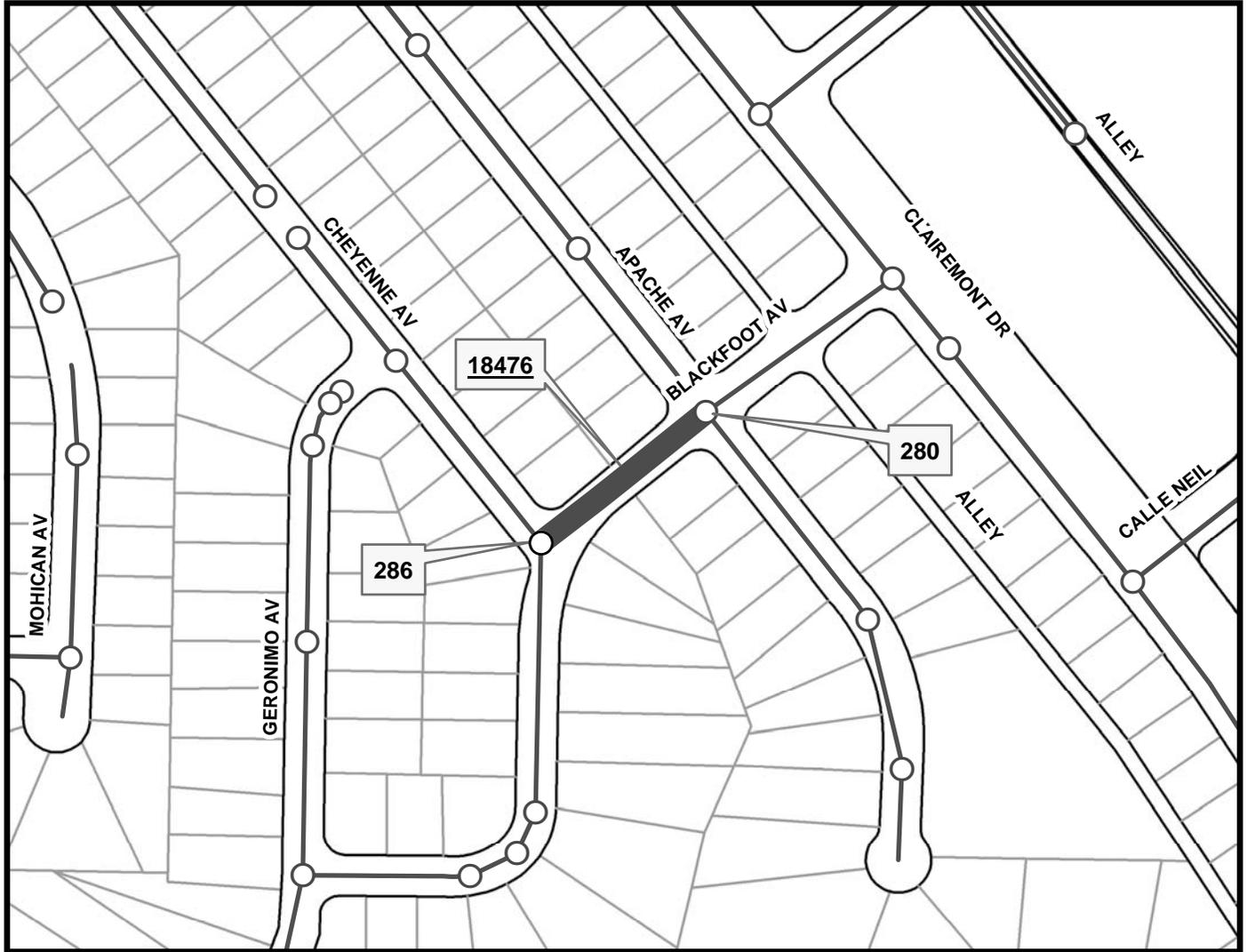


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PIPELINE REHABILITATION GJ 795

Sheet No.: CD 2_9
 Thomas Bros. : 1248 F 5

Right-Of-Way Division



Legend

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



No Scale

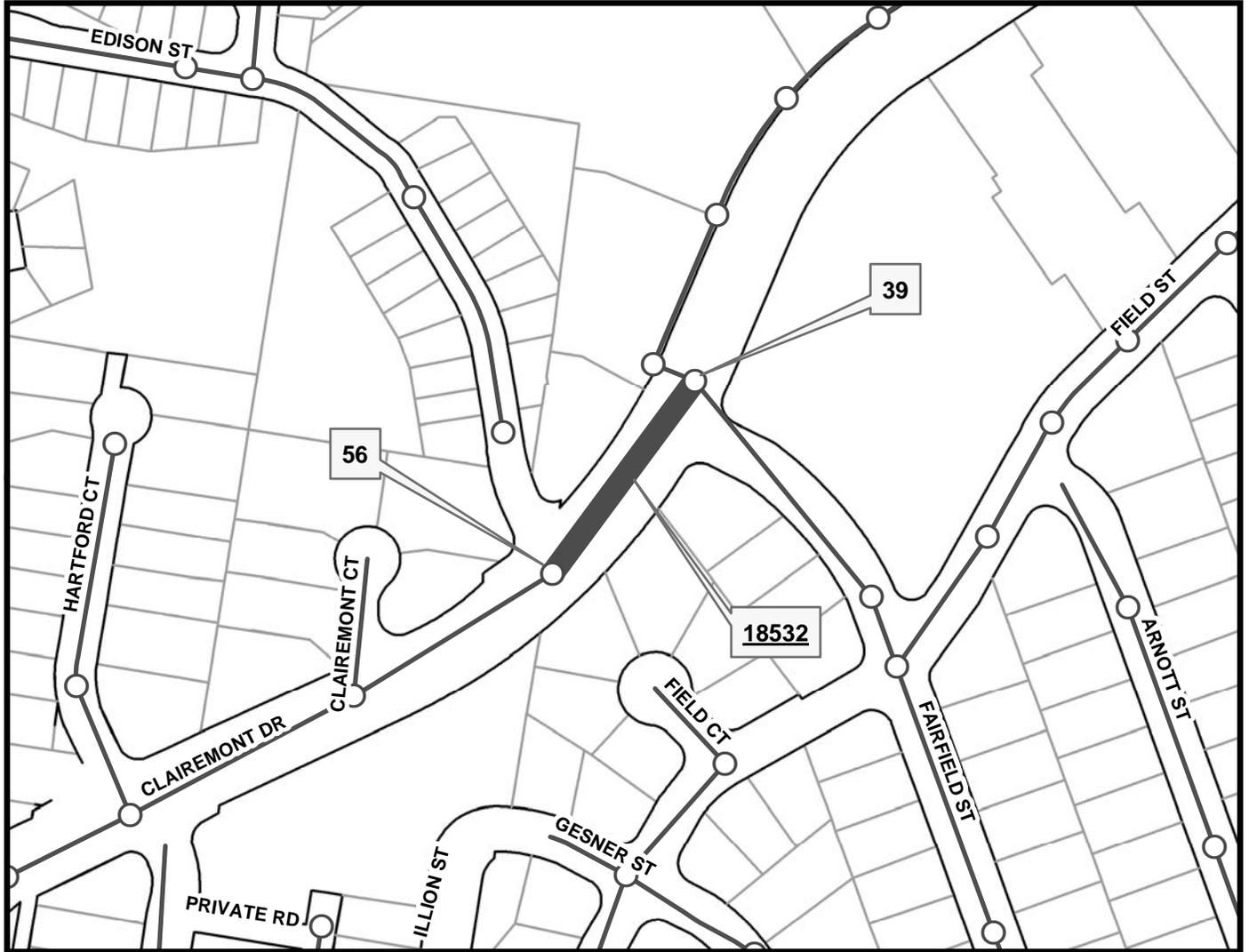


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PIPELINE REHABILITATION GJ 795

Sheet No.: CD 2_10
 Thomas Bros. : 1248 F 6

Right-Of-Way Division



Legend

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



No Scale

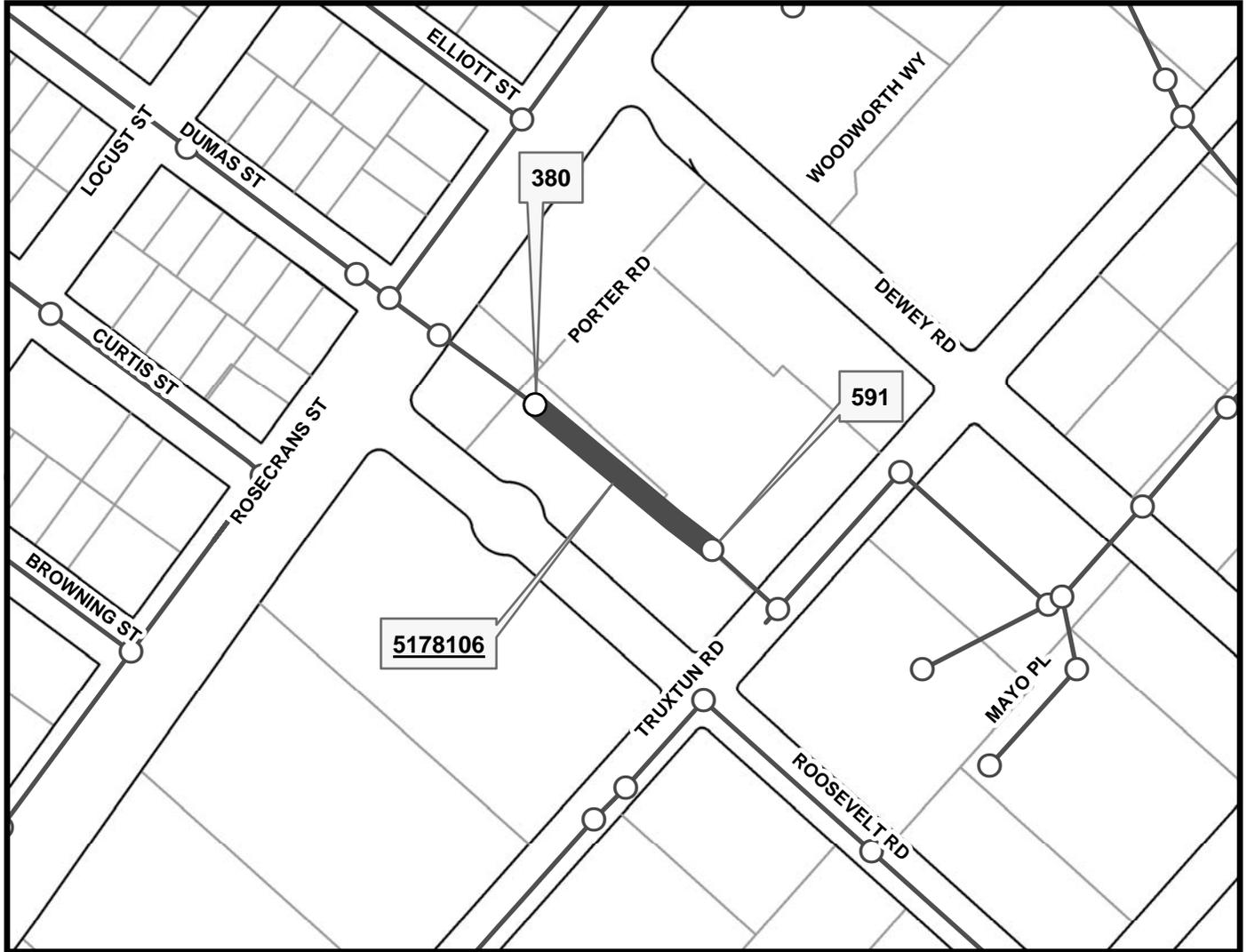


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PIPELINE REHABILITATION GJ 795

Sheet No.: CD 2_11
 Thomas Bros. : 1268 D 7

Right-Of-Way Division



Legend

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



No Scale

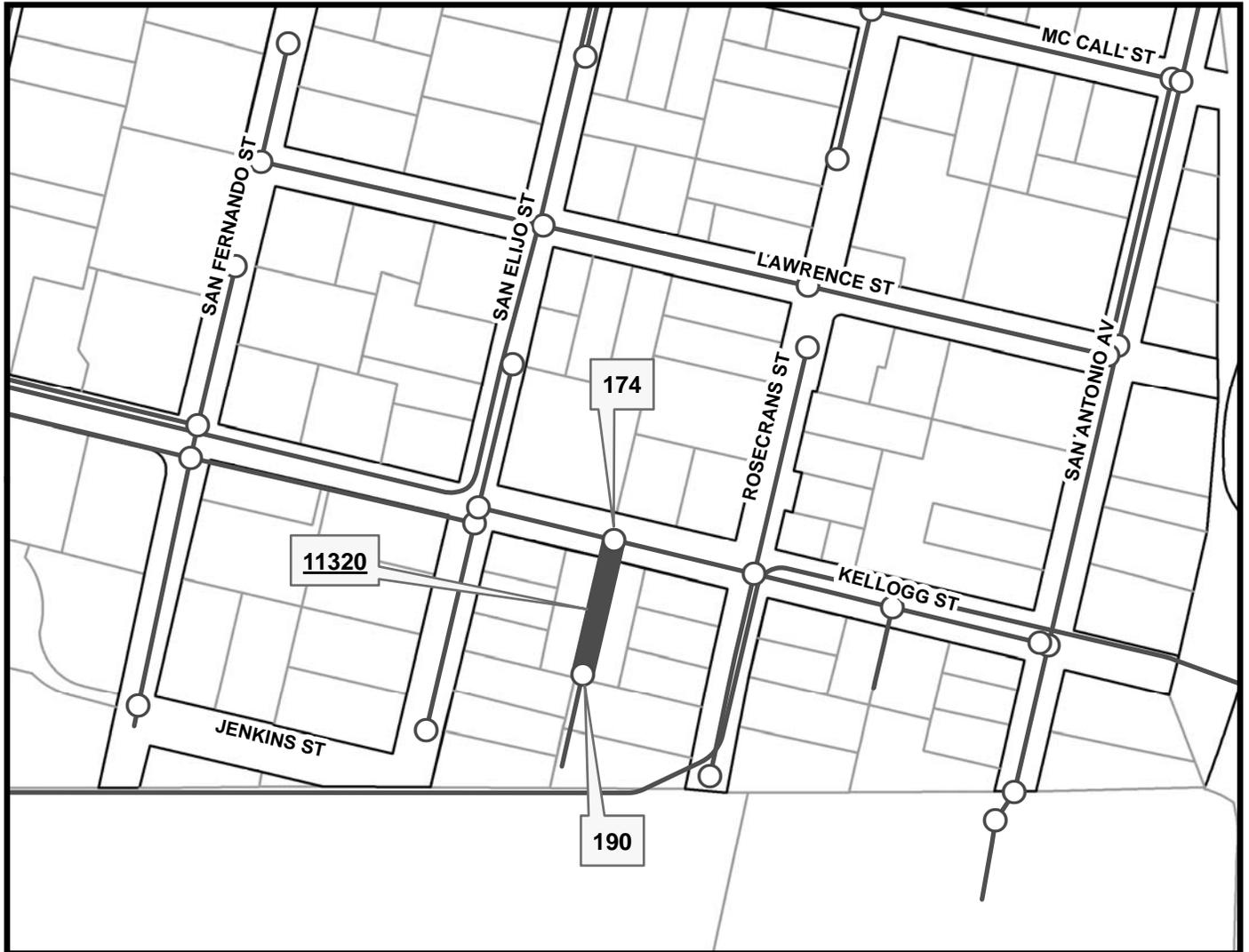


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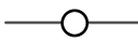
PIPELINE REHABILITATION GJ 795

Sheet No.: CD 2_12
 Thomas Bros. : 1288 A 4

Right-Of-Way Division



Legend

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



No Scale

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SEWER GROUP JOB 795

Manholes

MAP SHT NO.	THOMAS BRO.	STREET NAME	MH ID	MANHOLE IE	MANHOLE DEPTH	MANHOLE METHOD	COUNCIL DISTRICT	COMMUNITY	GATE PAGE	FSN	RIM ELEV
CD2-2	1248D3	QUAPAW	241	309.69	5	REHAB	2	CLAIREMONT MESA	D12S	81812	314.69
CD2-3	1248C3	NUTE	323	232.07	6	REHAB	2	CLAIREMONT MESA	D12S	81891	238.07
CD2-5	1248C3	HUERFANO	70	136.09	9	REHAB	2	CLAIREMONT MESA	D13S	81987	145.09
CD2-5	1248C3	NONE	69	141.77	9	REHAB	2	CLAIREMONT MESA	D13S	81986	150.77
CD2-2	1248D3	NEMAHA	CLEANOUT	TIE TO EXISTING MAIN		ADD CLEANOUT	2	CLAIREMONT MESA	D12S	14006	-
CD2-3	1248C3	NUTE	CLEANOUT	TIE TO EXISTING MAIN		ADD CLEANOUT	2	CLAIREMONT MESA	D12S	14074	-
CD2-7	1248D3	RAFFEE	CLEANOUT	TIE TO EXISTING MAIN		ADD CLEANOUT	2	CLAIREMONT MESA	D13S	14223	-

TOTAL CLEANOUTS	3
TOTAL REHAB MANHOLES	4



SEWER GROUP JOB 795

LATERALS
WBS No.: B-00396

	FSN of SWR MAIN	LATERAL FSN	FIELD BOOK	LATERAL SIZE (inch)	STREET #	STREET NAME	THOMAS BRO.
1	11320	257800	C 22 S	4	3009	KELOGG ST	1288A4
2		360340	C 22 S	4	3009	KELOGG ST	1288A4
3		257873	C 22 S	4	3009	KELOGG ST	1288A4
4		257973	C 22 S	4	3009	KELOGG ST	1288A4
5		258002	C 22 S	4	3009	KELOGG ST	1288A4
6	13740	305353	D 11 S	4	3243	IDLEWILD	1248C1
7		177605	D 11 S	4	3244	IDLEWILD	1248C1
8		305412	D 11 S	4	3253	IDLEWILD	1248C1
9		177676	D 11 S	4	3254	IDLEWILD	1248C1
10		305457	D 11 S	4	3263	IDLEWILD	1248C1
11		177746	D 11 S	4	3264	IDLEWILD	1248C1
12		305487	D 11 S	4	3273	IDLEWILD	1248C1
13		177811	D 11 S	4	3274	IDLEWILD	1248C1
14		177888	D 11 S	4	3284	IDLEWILD	1248C1
15	14002	309857	D 12 S	4	4134	QUAPAW	1248D3
16		309886	D 12 S	4	4126	QUAPAW	1248D3
17	14003	184069	D 12 S	4	4118	QUAPAW	1248D3
18		183910	D 12 S	4	4125	QUAPAW	1248D3
19		183992	D 12 S	4	4102	QUAPAW	1248D3
20		309873	D 12 S	4	4110	QUAPAW	1248D3
21	14004	183884	D 12 S	4	4103	NEMAHA	1248D3
22		309710	D 12 S	4	4104	NEMAHA	1248D3
23		309683	D 12 S	4	4111	NEMAHA	1248D3
24		309623	D 12 S	4	4114	NEMAHA	1248D3
25		183688	D 12 S	4	4119	NEMAHA	1248D3
26	14005	183606	D 12 S	4	4127	NEMAHA	1248D3
27		309565	D 12 S	4	4130	NEMAHA	1248D3
28		183547	D 12 S	4	4135	NEMAHA	1248D3
29		309513	D 12 S	4	4140	NEMAHA	1248D3
30		183473	D 12 S	4	4143	NEMAHA	1248D3
31		309447	D 12 S	4	4150	NEMAHA	1248D3
32		183425	D 12 S	4	4151	NEMAHA	1248D3
33	14006	309386	D 12 S	4	4159	NEMAHA	1248D3
34		183409	D 12 S	4	4160	NEMAHA	1248D3
35		183284	D 12 S	4	4167	NEMAHA	1248D3
36		183347	D 12 S	4	4170	NEMAHA	1248D3
37		183247	D 12 S	4	4175	NEMAHA	1248D3
38		183220	D 12 S	4	4183	NEMAHA	1248D3
39	14068	309624	D 12 S	4	3021	CONNER	1248C3
40		183704	D 12 S	4	3027	CONNER	1248C3
41		183706	D 12 S	4	3033	CONNER	1248C3
42		183712	D 12 S	4	3039	CONNER	1248C3
43	14070	183928	D 12 S	4	4141	HUERFANO	1248C3
44		309708	D 12 S	4	4147	HUERFANO	1248C3
45		183754	D 12 S	4	4165	HUERFANO	1248C3
46	14073	183408	D 12 S	4	3027	NUTE WY	1248C3
47		183411	D 12 S	4	3033	NUTE WY	1248C3
48		183295	D 12 S	4	3033	HUNRICHS WY	1248C3
49		183414	D 12 S	4	3045	NUTE WY	1248C3
50		183290	D 12 S	4	3015	HUNRICHS WY	1248C3
51		309424	D 12 S	4	3039	NUTE WY	1248C3
52		183291	D 12 S	4	3021	HUNRICHS WY	1248C3
53		309335	D 12 S	4	3027	HUNRICHS WY	1248C3
54		183297	D 12 S	4	3039	HUNRICHS WY	1248C3
55		183416	D 12 S	4	3051	NUTE WY	1248C3
56		309341	D 12 S	4	3045	HUNRICHS WY	1248C3



SEWER GROUP JOB 795

LATERALS
WBS No.: B-00396

	FSN of SWR MAIN	LATERAL FSN	FIELD BOOK	LATERAL SIZE (inch)	STREET #	STREET NAME	THOMAS BRO.
57	14074	183471	D 12 S	4	3001	NUTE WY	1248C3
58		183448	D 12 S	4	3007	NUTE WY	1248C3
59		183428	D 12 S	4	3015	NUTE WY	1248C3
60		183410	D 12 S	4	3021	NUTE WY	1248C3
61		183307	D 12 S	4	3007	HUNRICHS WY	1248C3
62	14080	309008	D 12 S	4	3121	DRISCOLL DR	1248C3
63		182627	D 12 S	4	3106	DRISCOLL DR	1248C3
64		182692	D 12 S	4	3103	DRISCOLL DR	1248C3
65		182875	D 12 S	4	3125	DRISCOLL DR	1248C3
66		308891	D 12 S	4	3118	DRISCOLL DR	1248C3
67		308961	D 12 S	4	3117	DRISCOLL DR	1248C3
68		308863	D 12 S	4	3112	DRISCOLL DR	1248C3
69		308923	D 12 S	4	3111	DRISCOLL DR	1248C3
70	14081	309096	D 12 S	4	3129	DRISCOLL DR	1248C3
71		182832	D 12 S	4	3131	WAYNE LN	1248C3
72		309111	D 12 S	4	3141	DRISCOLL DR	1248C3
73		182952	D 12 S	4	3147	DRISCOLL DR	1248C3
74		309030	D 12 S	4	3153	WAYNE LN	1248C3
75		182849	D 12 S	4	3147	WAYNE LN	1248C3
76		182841	D 12 S	4	3139	WAYNE LN	1248C3
77		309110	D 12 S	4	3135	DRISCOLL DR	1248C3
78	14096	182863	D 12 S	4	3167	WAYNE LN	1248D3
79		309038	D 12 S	4	3175	WAYNE LN	1248D3
80		309116	D 12 S	4	3159	DRISCOLL	1248D3
81		182965	D 12 S	4	3173	DRISCOLL	1248D3
82		182867	D 12 S	4	3181	WAYNE LN	1248D3
83		182858	D 12 S	4	3161	WAYNE LN	1248D3
84		182963	D 12 S	4	3165	DRISCOLL	1248D3
85		182957	D 12 S	4	3151	DRISCOLL	1248D3
86	14198	310667	D 13 S	4	4079	HUERFANO AV	1248C3
87		310723	D 13 S	4	4060	HUERFANO AV	1248C3
88	14199	185178	D 13 S	4	4060	HUERFANO AV	1248C3
89	14200	184780	D 13 S	4	4070	HUERFANO AV	1248C3
90		184885	D 13 S	4	4070	HUERFANO AV	1248C3
91		185007	D 13 S	4	4070	HUERFANO AV	1248C3
92		185028	D 13 S	4	4060	HUERFANO AV	1248C3
93		185120	D 13 S	4	4060	HUERFANO AV	1248C3
94		185134	D 13 S	4	4060	HUERFANO AV	1248C3
95		14200 a	D 13 S	4	4060	HUERFANO AV	1248C3
96		14200 b	D 13 S	4	4060	HUERFANO AV	1248C3
97	14214	185487	D 13 S	4	3411	ECOCHEE AV	1248D3
98		310690	D 13 S	4	3414	ECOCHEE AV	1248D3
99		185499	D 13 S	4	3421	ECOCHEE AV	1248D3
100		310694	D 13 S	4	3424	ECOCHEE AV	1248D3
101		185521	D 13 S	4	3431	ECOCHEE AV	1248D3
102		310705	D 13 S	4	3432	ECOCHEE AV	1248D3
103	14223	310315	D 13 S	4	4097	RAFFEE DR	1248D3
104		184895	D 13 S	4	4097	RAFFEE DR	1248D3
105	14402	190777	D 13 S	4	2974	GARNET AV	1248D4
106	18476	196510	E 14 S	4	4665	BLACKFOOT AV	1248F5
107		196510	E 14 S	4	4671	BLACKFOOT AV	1248F5
108	5178106	5029110	D 20 S	4	2677	LOCUST ST	1268D7

* For FSN 14200: Tabulation from Planning shows 8 laterals but CIP Tracking and SHARQ Inspection Viewer map only shows 6 laterals. Video Inspection shows 8 laterals.

APPENDIX H
SEWER MAINS, LATERALS, AND MANHOLE REHABILITATION SAMPLE DATA
TEMPLATES

ATTACHMENT F
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City of San Diego

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

ADDENDUM "A"

FOR

SEWER GROUP JOB 795



BID NO.:	<u>K-15-1196-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-00396</u>
CLIENT DEPARTMENT:	<u>2011</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>JA</u>

BID DUE DATE:

2:00 PM
AUGUST 14, 2014
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN EXTENDED AS STATED ON THE COVER PAGE.

James Nagelvoort, Director
Public Works Department

Dated: *August 7, 2014*
San Diego, California

JN/RB/lji

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Questions pertaining to Funding Agency Provisions

Q1. Are we required to resend all GFE solicitations due to Addendum A being posted and postponing the bid date?

A1. As long as the solicitations were sent at least 10 business days prior to bid opening, the bidder is not required to resend GFE solicitations to all potential SLBE/ELBE firms with the new bid date.

James Nagelvoort, Director
Public Works Department

Dated: *August 12, 2014*
San Diego, California

JN/RB/lji

/s/

City of San Diego

CONTRACTOR'S NAME: Southwest Pipeline & Trenchless Corp.
ADDRESS: 22118 S. Vermont Ave., Torrance CA 90502
TELEPHONE NO.: 310-329-8717 FAX NO.: 310-329-0981
CITY CONTACT: Damian Singleton, Contract Specialist, Email: Dsingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633
J. Gallardo/R Bustamante/LJI

CONTRACT DOCUMENTS



FOR

SEWER GROUP JOB 795

VOLUME 2 OF 2

BID NO.: K-15-1196-DBB-3
SAP NO. (WBS/IO/CC): B-00396
CLIENT DEPARTMENT: 2011
COUNCIL DISTRICT: 2
PROJECT TYPE: JA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

**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

BIDDING DOCUMENTS

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 _____ N/A _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____
- (6) Email Address _____

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____ N/A _____

BIDDING DOCUMENTS

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

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

Full Name and Character of partner

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

(5) City and State _____ Zip Code _____

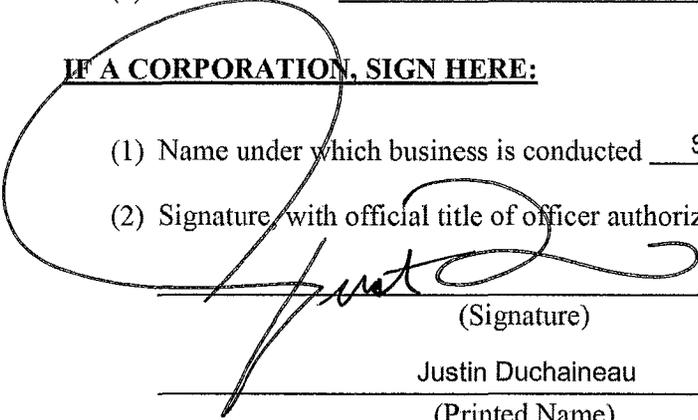
(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted Southwest Pipeline & Trenchless Corp.

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



(Signature)

Justin Duchaineau

(Printed Name)

President

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 22118 S. Vermont Ave.

(5) City and State Torrance, CA Zip Code 90502

(6) Telephone No. 310-329-8717 Facsimile No. 310-329-0981

(7) Email Address justin@swpipeline.com

BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That Southwest Pipeline and Trenchless Corp. as Principal, and Liberty Mutual 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

Sewer Group Job 795

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 22nd day of July, 2014

Southwest Pipeline and Trenchless Corp. (SEAL)
(Principal)

Liberty Mutual Insurance Company (SEAL)
(Surety)

By: [Signature]
(Signature)

By: [Signature]
(Signature) Noemi Quiroz, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

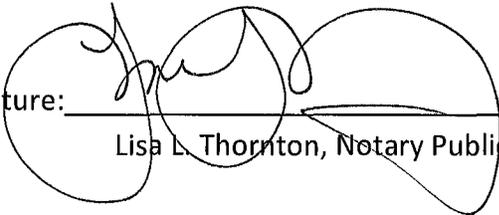
State of California)
) ss
County of Los Angeles)

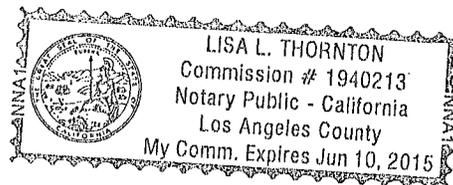
On JUL 22 2014, before me, Lisa L. Thornton, Notary Public , personally appeared Noemi Quiroz , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ 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.

(Seal)

Signature: 
Lisa L. Thornton, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Noemi Quiroz of the city of Los Angeles, state of CA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

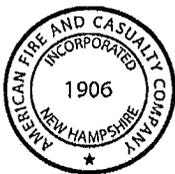
Principal Name: Southwest Pipeline and Trenchless Corp.

Obligee Name: City of San Diego

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of July, 2014.



By: Gregory W. Davenport

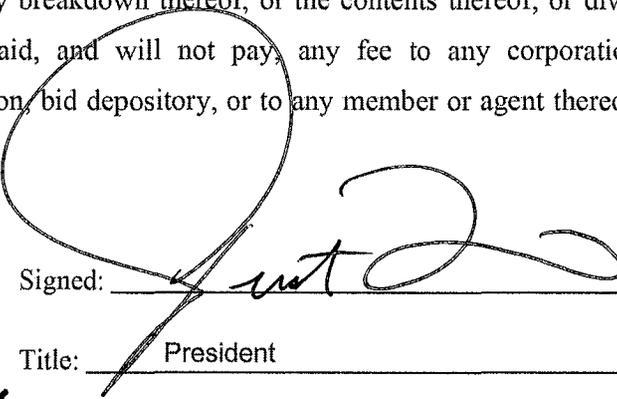
Gregory W. Davenport, Assistant Secretary

BIDDING DOCUMENTS

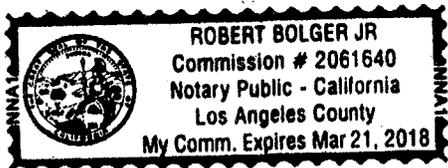
**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND
PUBLIC CONTRACT CODE 7106**

State of California)
) ss.
County of Los Angeles)

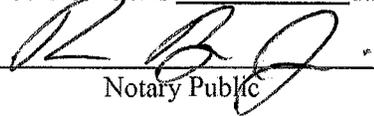
Justin Duchaineau, being first duly sworn, deposes and says that he or she is President of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine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

Signed: 

Title: President



Subscribed and sworn to before me this 5th day of August, 2014


Notary Public

(SEAL)

BIDDING DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

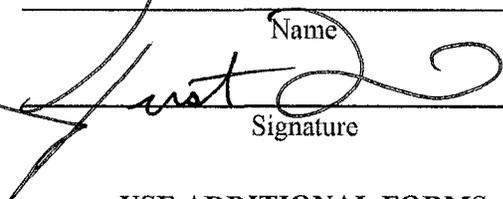
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- 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: Southwest Pipeline & Trenchless Corp.

Certified By Justin Duchaineau Title President


 Name
 Signature

Date 8-5-2014

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: Southwest Pipeline & Trenchless Corp.	Contact Name: Justin Duchaineau
Company Address: 22118 S. Vermont., Torrance, CA 90502	Contact Phone: 310-329-8717
	Contact Email: justin@swpipeline.com

CONTRACT INFORMATION

Contract Title: Sewer Group 795	Start Date:
Contract Number (if no number, state location): San Diego	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

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

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

Justin Duchaineau- President		8-5-2014
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

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

(Rev 02/15/2011)

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **Sewer Group Job 795** 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)	5,000.00	5,000.00 5,000.00 JD
2	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	500.00	\$ 500.00
3	1	LS	237310	7-10.2.6	Traffic Control	1,000.00	\$ 1,000.00
4	1	LS	237110	9-3.4.1	Mobilization	1,000.00	\$ 1,000.00
5	1	AL		9-3.5	Field Orders - Type II	39,100.00	\$39,100.00
6	1	LS	238910	300-1.4	Clearing & Grubbing	1,000.00	\$ 1,000.00
7	20	CY	237310	300-1.4	Additional Pavement Removal and Disposal	\$ 20.00	\$ 400.00
8	2	EA	237310	303-5.10.2	Curb Ramp Type D with Detectable Warning Tiles	\$ 2,800.00	\$ 5,600.00
9	5	CY	237110	306-1.2.1.1	Additional Bedding	\$ 10.00	\$ 50.00
10	20	TON	237310	306-1.5.1	Temporary Resurfacing	\$ 1.00	\$ 20.00
11	32	TON	237110	306-1.6	Imported Backfill	\$ 10.00	\$ 320.00
12	3	EA	237110	306-1.6	8" Cleanout at ends of Sewer Mains	\$ 5,200.00	\$ 15,600.00
13	5,009	LF	237110	306-9.7	Cleaning and Video Inspecting Pipelines and Culverts	\$ 1.50	\$ 7,513.50

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
14	108	EA	237110	500-1.1.9	Lateral Launch Video	\$ 85. ⁰⁰	\$ 9,180. ⁰⁰
15	175	LF	237110	500-1.1.9	Rehabilitate 6-Inch Sewer Main	\$ 35. ⁰⁰	\$ 6,125. ⁰⁰
16	4,544	LF	237110	500-1.1.9	Rehabilitate 8-Inch Sewer Main	\$ 23. ⁰⁰	\$ 104,512. ⁰⁰
17	290	LF	237110	500-1.1.9	Rehabilitate 10-Inch Sewer Main	\$ 30. ⁰⁰	\$ 8,700. ⁰⁰
18	3	EA	237110	500-1.2.7	Point Repair for Existing 8-Inch Sewer Main	\$ 4,600. ⁰⁰	\$ 13,800. ⁰⁰
19	8	LF	237110	500-1.2.7	Additional Point Repair for Existing 8-Inch Sewer Main	\$ 250. ⁰⁰	\$ 2,000. ⁰⁰
20	108	EA	237110	500-1.6.2.6	Service Lateral Connection	\$ 925. ⁰⁰	\$ 99,900. ⁰⁰
21	108	EA	237110	500-1.6.2.6	Sewer Lateral Lining	\$ 2,100. ⁰⁰	\$ 226,800. ⁰⁰
22	4	EA	237110	500-2.10.2	Rehabilitate Existing Manhole	\$ 1,400. ⁰⁰	\$ 5,600. ⁰⁰
23	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	 	\$ 500. ⁰⁰
24	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	 	\$ 500. ⁰⁰
25	1	LS	237110	704-4	Sewage Bypass and Pumping Plan (Diversion Plan)	 	\$ 500. ⁰⁰
26	55	EA	237110	500-1.2.7	Sewer Lateral Point Repair	\$ 1,650. ⁰⁰	\$ 90,750. ⁰⁰
ESTIMATED TOTAL BASE BID:							\$645,970.50

TOTAL BID PRICE FOR BID (Items 1 through 26 inclusive) amount written in words:

Six Hundred Forty Five Thousand Nine Hundred Seventy Dollars and Fifty Cents.

BIDDING DOCUMENTS

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: ~~None~~ SD A, B

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

Justin Duchaineau- President

Robert Bolger-Secretary

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

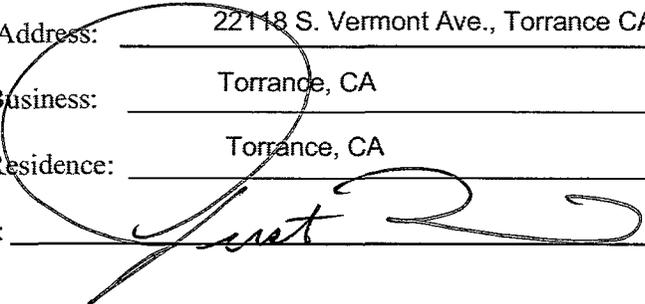
Bidder: Southwest Pipeline & Trenchless Corp.

Title: President

Business Address: 22118 S. Vermont Ave., Torrance CA 90502

Place of Business: Torrance, CA

Place of Residence: Torrance, CA

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.

BIDDING DOCUMENTS

- C. Failure to initial all corrections made in the bidding documents may 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.
- I. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

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>Arthur Ortiz</u> Address: <u>PO BOX 121177</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91912</u> Phone: <u>619-941-1030</u> Email: <u>art4ortiz@cox.net</u>	<u>constructor</u>	<u>782096</u>	<u>Curb Ramps</u>	<u>\$4,700.00</u>	<u>ELBE</u>	<u>City</u>	
Name: <u>Piperin Corp</u> Address: <u>1185 Park Center Dr #5</u> City: <u>Vista</u> State: <u>CA</u> Zip: <u>92081</u> Phone: <u>760-305-7248</u> Email: <u>Craig@piperincorp.com</u>	<u>constructor</u>	<u>964028</u>	<u>open cut</u>	<u>\$305,700.00</u>	<u>SLBE</u>	<u>City</u>	

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

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

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

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

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

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

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 ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Easyflow</u> Address: <u>13682 Lindamare Ln</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92128</u> Phone: <u>909-908-7300</u> Email: <u>adam@trenchlessrehab.com</u>	constructor	960845	Lateral/ Rehab	\$91,800. ⁰⁰	ELBE	city	
Name: <u>Zebron</u> Address: <u>PO BOX 2874</u> City: <u>Newport Beach</u> State: <u>CA</u> Zip: <u>92659</u> Phone: <u>714-632-6690</u> Email: <u>geeg@zebron.com</u>	constructor	855170	MH Rehab	\$5,600. ⁰⁰	OBE		

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	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	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: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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.