City of San Diego

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

R.Owen/BD/egz

CONTRACT DOCUMENTS



FOR

PIPELINE REHABILITATION U-1

VOLUME 1 OF 2

BID NO.:	K-13-5912-DBB-3
SAP NO. (WBS/IO/CC):	B-13012
CLIENT DEPARTMENT:	2011
COUNCIL DISTRICT:	4
PROJECT TYPE:	JA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > PHASED-FUNDING
- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

BID DUE DATE:

2:00 PM JUNE 25, 2013 CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 1010 SECOND AVENUE, SUITE 1400, 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:

5-6-/3

Seal:



TABLE OF CONTENTS

1.	NC	OTICE	INVITING BIDS	4-17
2.	CC)NTR	ACT FORMS AGREEMENT	18-20
3.	CC)NTR	ACT/AGREEMENTS ATTACHMENTS:	21
	1.	Perfo	rmance Bond and Labor and Materialmen's Bond	22-23
	2.	Drug	-Free Workplace	24
	3.	Ame	rican with Disabilities Act (ADA) Compliance Certification	25
	4.	Cont	ractor Standards - Pledge of Compliance Certificate	26
	5.	Affid	avit of Disposal Certificate	27
	6.	Phase	ed Funding Schedule Agreement	28
4.	SU	PPLE	MENTARY SPECIAL PROVISIONS	29-44
5.	SU	PPLE	MENTARY SPECIAL PROVISIONS - APPENDICES:	45
		A.	Notice of Exemption	46-47
		B.	Sewer Mains and Manhole Rehabilitation Data Templates with Location Maps	48-122
		C.	Materials Typically Accepted by Certificate of Compliance	123-124
		D.	Sample City Invoice	125-126
		E.	Fire Hydrant Meter Program	127-141

CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

- **1. RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **Pipeline Rehabilitation U-1** (Project).
- **2. DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

Construction of Pipeline Rehabilitation U-1 consists of the rehabilitation of eight inch (8") and ten inch (10") sewer mains, and manholes, pipeline point repairs, pavement resurfacing, traffic control and all other work in accordance with the specifications for Pipeline Rehabilitation U-1.

- **2.1.** The Work shall be performed in accordance with:
 - **2.1.1.** This Notice Inviting Bids, inclusive.

3. EQUAL OPPORTUNITY

3.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

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

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

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

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

- 3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
- 4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

- 2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
- 3. If a Work Force Report is submitted, and the City determines there are underrepresentations 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 onsite 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.

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	5.4%
2.	ELBE participation	9.9%
3.	Total mandatory participation	15.3%

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

5. PRE-BID MEETING:

- 5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 92101 at 10:00 AM, on MAY 30, 2013.
- **5.2.** All potential bidders are encouraged to attend.
- **5.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- **6.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 7. CONSTRUCTION COST: The City's estimated construction cost for this contract is \$5,500,000.00.
- **8. LOCATION OF WORK:** The location of the Work is Skyline and Paradise Hills Community Planning Areas of the City of San Diego
- 9. CONTRACT TIME: The Contract Time for completion of the Work shall be 280 Working Days.
- 10. 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.
 - **10.1.** The City has determined the following licensing classifications for this contract:

Option	Classifications
1	CLASS A
2	CLASS C34

- **10.2.** The Bidder shall satisfy the licensing requirement by meeting <u>at least</u> one of the listed options.
- 11. **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.
- 12. WAGE RATES: Prevailing wages are not applicable to this contract.
- 13. INSURANCE REQUIREMENTS:
 - **13.1.** 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.
 - **13.2.** 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.

14. PREQUALIFICATION OF CONTRACTORS:

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

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

- **14.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- **15. 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")		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		PITS070112-04	
Caltrans Standard Plans		PITS070112-05	
California MUTCD		PITS070112-06	
City Standard Drawings - Updates Approved For Use (when specified)*		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			

16. 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.

- 17. 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.
- **18. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise, such as as-needed contracts e.g., JOC in the Contract Documents.
- **19. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

20. AWARD PROCESS:

- **20.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **20.2.** 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.
- **20.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- **21. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- **22. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

23. QUESTIONS:

- 23.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
- **23.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- **23.3.** Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.

- **23.4.** 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.
- **24. 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.
- **25. 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.
- **26. 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.
 - **26.1.** 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.
 - **26.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
 - **26.3.** 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.
 - **26.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

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

27.1. 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.

- 27.2. 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.
- **27.3.** A Bid received without the specified bid security will be rejected as being **non-responsive**.

28. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

29. BID RESULTS:

- 29.1. The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page: http://www.sandiego.gov/cip/index.shmtl, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).
- **29.2.** 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.

30. THE CONTRACT:

- **30.1.** 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.
- **30.2.** 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.
- **30.3.** 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.
- **30.4.** For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- **30.5.** 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.

- 31. 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.
- **32. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **32.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **32.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **32.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - **32.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **32.5.** 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.
 - **32.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - **32.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

33. PRE-AWARD ACTIVITIES:

- **33.1.** 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.**
- **33.2.** 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.

34. PHASED FUNDING:

34.1. For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.

- **34.2.** The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- **34.3.** If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, then within 5 Working Days after receiving notice, the next Apparent Low Bidder must provide the Pre-Award Schedule. This process will continue until the City has selected the Apparent Low Bidder or have decided to reject all Bids.
- **34.4.** The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Within 22 Working Days from the date of the Bid Opening or notice to the next Apparent Low Bidder (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to you when you are selected as the Apparent Low Bidder as defined in the City's Municipal Code, §22.3003.
- **34.5.** At the City's request, you must meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss his or her comments and requests for revision to the Pre-Award Schedule.
- **34.6.** Your failure to perform the following may result in the Bid being rejected as **non-responsive:**
 - 1. meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 - 2. revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 - 3. execute the first Phased Funding Schedule Agreement within a day after receipt.

35. REQUIRED DOCUMENT SCHEDULE:

- **35.1.** 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.
- **35.2.** 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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE Good Faith Efforts Documentation
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
11.	WITHIN 5 WORKING DAYS OF THE BID OPENING DATE	THREE APPARENT LOW BIDDERS	Contractor's Experience and Past Project Documentation. See Section 500
12.	WITHIN 5 WORKING DAYS OF THE BID OPENING DATE	THREE APPARENT LOW BIDDERS	Manufacturer Certification per Section 500-1.1.2.1
13.	WITHIN 5 WORKING DAYS AFTER THE DETERMINATION OF APPARENT LOW BIDDER	APPARENT LOW BIDDER	Proposed Substitutions per 4-1.6
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Phased Funding Schedule Agreement (when required)
	i e e e e e e e e e e e e e e e e e e e	1	

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Pre-Award Schedule (Phased Funded Contracts Only)
16.	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
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
21.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
22.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
23.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
24.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS AGREEMENT

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and SOUTHWEST PIPELINE & TRENCHLESS CORP.

herein called "Contractor" for construction of Pipeline Rehabilitation U-1; Bid No.K-13-5912-DBB-3; in the amount of FOUR MILLION TWO HUNDRED EIGHT THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS AND 80/100 (\$4,208,527.80), 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 <u>Pipeline Rehabilitation U-1</u>, on file in the office of the Public Works Department as Document No <u>B-13012</u>, as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Pipeline Rehabilitation U-1**, Bid Number **K-13-5912-DBB-3**, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

AGREEMENT

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3012 authorizing such execution.

APPROVED AS TO FORM AND LEGALITY

Print Name: Albert P. Rechany Program Manager, Public Works Contracting	Jan I. Goldsmith, City Attorney By Jeremy Jung Print Name: Deputy City Attorney
Date: 10/25/13	Date: 10-25-/3
CONTRACTOR	
Print Name: JUSTIN P. DUCHAINEAU PRESIDENT/TREASURER/RMO SOUTHWEST PIPELINE AND TRENCHLESS CORP. Title:	
Date: 7/30/13	
City of San Diego License No.: B2003006	5118
State Contractor's License No.: 773867-4	•

THE CITY OF SAN DIEGO

CONTRACT/AGREEMENT ATTACHMENTS

Triplicate Execution
Bond Number: 024048918

CONTRACT ATTACHMENT PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

SOUTHWEST PIPELINE & TRENCHLESS CORP. , a corporation, as principal, and SOUTHWEST PIPELINE & TRENCHLESS CORP. , 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 FOUR MILLION TWO HUNDRED EIGHT THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS AND 80/100 (\$4,208,527.80) for the faithful performance of the annexed contract, and in the sum of FOUR MILLION TWO HUNDRED EIGHT THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS AND 80/100 (\$4,208,527.80) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract <u>Pipeline Rehabilitation U-1</u>, Bid Number <u>K-13-5912-DBB-3</u>, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

CONTRACT ATTACHMENT (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

The Surety shall pay reasonable attorney	's fees should suit be brought to enforce the provisions of this bond.
Dated_July 26, 2013	
Approved as to Form and Legality	Southwest Pipeline & Trenchless Corp Principal By
	Justin Duchaineau Printed Name of Person Signing for Principal
Jan I. Goldsmith, City Attorney	
By June 1	Liberty Mutual Insurance Company
Deputy/City Attorney	By C Surety
,	Noemi Quirdz, Attorney-in-fact
Approved:	330 N. Brand Blvd., Ste 500
A II /	Local Address of Surety
By A	Glendale, CA 91203
Albert P. Rechany Program Manager, Public Works Contracting	Local Address (City, State) of Surety
	(818) 956-4250
	Local Telephone No. of Surety
	Premium \$31,656.00
	Bond No.024048918

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)			
) ss			
County of Los Angeles)			
OnIIII. 2 6 2013	, before me,	Lisa L. Thor	nton, Notary P	ublic , personally
appeared <u>Noemi Quiroz</u>	, who pro	ved to me on	the basis of sat	isfactory evidence
to be the person (s) whose	name (s) is /ar	e subscribed	to the within	instrument and
acknowledged to me that h				
capacity (ies) , and that by his/				
entity upon behalf of which the				
I certify under PENALTY OF PER	JURY under the	laws of the St	ate of California	that the foregoing
paragraph is true and correct.				
WITNESS my hand and official s	eal.			
	Sig	nature:		7
(Seal)	- 0	Lisa	L. Thoroton, No	tary 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: 024048918

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 1st day of December, 2012.









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

By: Sugay In Quagas

Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON COUNTY OF KING

SS

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, 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 Seattle, Washington, on the day and year first above written.



By: KD Riley, Notary Public, 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 Gregory W. Davenport, 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, David M. Carey, 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 26th day of July 2013









By: Maril of lang

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I housely contifu that I am familian with the neguinements of San Di	
regarding Drug-Free Workplace as outlined in the WHITEBO Workplace, of the project specifications, and that;	ego City Council Policy No. 100-17 OOK, Section 7-13.3, "Drug-Free
SOUTHWEST PIPELINE TRENCHLESS COR	AND P.
Printed Name PRESIC SOUT	d policy. I further certify that each ates the subcontractor's agreement to

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE:	Pipeline	Rehabilitation U-1	
I hereby certify that I am fregarding the American W "American With Disabilities	ith Disabilities Act (A	rements of San Diego City Council Policy DA) outlined in the WHITEBOOK, Secti ecifications, and that;	No. 100-4 ion 7-13.2
	•	SOUTHWEST PIPELINE AND TRENCHLESS CORP.	
has in place a workplace proagreement for this project countries the provisions of the policy a	ogram that complies wo	ith said policy. I further certify that each shindicates the subcontractor's agreement to	ubcontrac o abide by
	Printed Name	JUSTIN P. DUCHAINEAU PRESIDENT/TREASURER/RMO SOUTHWEST PIPELINE AND TRENCHLESS CORP.	-

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Pipeline Rehabilitation U-1
I declare under penalty of perjury that I am authorized to make this certification on behalf of 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.
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 30th Day of July , 2013
Signed
Printed Name Justin P. DUCHAINEAU PRESIDENT/TREASURER/RMO SOUTHWEST PIPELINE AND
TRENCHLESS CORP.

AFFIDAVIT OF DISPOSAL

WHEREAS, on the DAY OF,, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:
Pipeline Rehabilitation U-1 (Name of Project)
as particularly described in said contract and identified as Bid No. <u>K-13-5912-DBB-3</u> ; SAP No. (WBS/IO/CC) <u>B-13012</u> ; 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,
Contractor
by Contractor
ATTEST:
State of County of
On this DAY OF,, 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
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

PHASED FUNDING SCHEDULE AGREEMENT

First Phased Funding Schedule Agreement

Bid Number:

K-13-5912-DBB-3

Contract:

Pipeline Rehabilitation U-1 (WBS B-13012)

Contractor:

Southwest Pipeline & Trenchless Corp

•		Т	T		
Funding Phase	Phase Description	Phase Start	Phase Finish	Phase Duration	Not-to Exceed Amount
1	Mobilization, Mainline cleaning & CCTV of Mains, mainline/lateral point repairs, mainline clean-out installation, rehabilitate 8 inch, 10 inch sewer mains, installation of top hats, rehabilitation existing manholes. Curb ramp installation. Manhole installation. New sewer main installation.	11/6/13	9/6/14		\$ 2,580,000.00
2	Continue installation of top hats, continue lining of mains, install lateral clean-outs, rehabilitate/line laterals, final inspection of mains and laterals, slurry seal/paving, and job close out.	09/7/14	5/7/15		\$ 1,628,527.80
					\$ 4,208,527.80

Notes:

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

CITY OF SAN DIE 60 By:	CONTRACTOR By: Malda
Name: Regan Owen	Name: Luis Salcedo
Department Name: ECP/flu)	Title: Project Manager
Date:8/18/13	Date: 8/28/13

PHASED FUNDING SCHEDULE AGREEMENT

Check one:					
	First Phased Funding Schedu	le Agreement			
	Final Phased Funding Schedule Agreement				
Particulars le	HIS IS A SAMPLE PHASE FUND eft blank in this sample, the total number e filled with funding specific information schedules, required by these Bid Docume	er of phases, and n as the result o	the amounts af the Pre-Awar	assigned to each	
BID NUMB	ER: K-13-	5912-DBB-3			
CONTRAC'	CONTRACT: Pipeline Rehabilitation U-1				
CONTRAC	TOR:				
Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount	
1				\$	
	Additional phases to be added				
	to this form as necessary.				
			Total	\$	
Notes:					
(1)	City Supplements 9-3.6, "PHASE FU	NDING COMPI	ENSATION" aj	pplies.	
(2)	The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.				
(3)	This PHASE FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.				
CITY OF SAN DIEGO		CONTRACTOR			
By:		By:			
Name: Regan Owen		Name:			
	Project Manager				
Department Name: Public Works		Title:			
Date:		Date:			
	-END OF PHASE FUNDING SO	CHEDULE AGI	REEMENT-		

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SSP (Rev. July 2012) Pipeline Rehabilitation U-1 **29** | Page

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.

SECTION 4 - CONTROL OF MATERIALS

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

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

SSP (Rev. July 2012) 30 | Page

7-3.1 Policies and Procedures.

- 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.

SSP (Rev. July 2012) 31 | Page

4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

- 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.

SSP (Rev. July 2012) 32 | Page

- 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.
- **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.

SSP (Rev. July 2012) 33 | Page

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.

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.

SSP (Rev. July 2012) Pipeline Rehabilitation U-1

- **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.
- **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:

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

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 ³4".
- 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplements, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City 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:
 - Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

ADD:

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

SECTION 203 – BITUMINOUS MATERIALS

RUBBER POLYMER MODIFIED SLURRY (RPMS). RPMS shall be used on this contract.

SSP (Rev. July 2012) 36 | Page

SECTION 300 – EARTHWORK

- **Payment.** To the City Supplements, Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:
 - 2. Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION

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

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

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

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

306-22 Pipe Fusion. DELETE in its entirety.

SECTION 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.

SSP (Rev. July 2012) 37 | Page

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 and Past Project Documentation
- Manufacturer Certification
- Authorized Installer Certification

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

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

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.

- a) 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.
- b) 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

SSP (Rev. July 2012) Pipeline Rehabilitation U-1

- Traffic)"or SDS-103 "Sewer Lateral Cleanout Outside Traveled Way" shall be installed at the access point and properly backfilled.
- c) The liner shall be extended sufficiently to create a water tight seal at the main and the liner interface.
- d) 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. Bypass
- 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.

SSP (Rev. July 2012) 39 | Page

- 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.
- 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.
- **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.
- **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."

SSP (Rev. July 2012) 40 | Page

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.
- **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.

SSP (Rev. July 2012)

42 | Page

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

SSP (Rev. July 2012) 43 | Page

- **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.

SECTION 705 – WATER DISCHARGES

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

SECTION 707 – RESOURCE DISCOVERIES

ADD:

Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for **Pipeline Rehabilitation U-1**, Project No. WBS #B-13012, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix.

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)

SSP (Rev. July 2012) 44 | Page

SUPPLEMENTARY SPECIAL PROVISIONS **APPENDICES**

SSP Appendices Pipeline Rehabilitation U-1 **45** | Page

APPENDIX A

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(C) 1 1		ICE OF EXEMPTIC	IN .	
(Check one or t	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 I 1222 FIRST AVENUE, MS 5 SAN DIEGO, CA 92101	
	OFFICE OF PLANNING AND RESEARCH 1400 TENTH STREET, ROOM 121	·	2 0 4 2	108243
	SACRAMENTO, CA 95814		-0 12	. 100270
PROJECT LOCA Bowie St, Cates S S. Meadowbrook St, Windward St, Wy, Prairie Mour Ct, Lockford Av, Bolivar St, Reo I Sedgewick St, Ca Area.	WBS #B-13012 ATION-SPECIFIC: General area in proxim St. Knollwood Rd, Beadowbrook Dr, Shored Dr, Woodbine Wy, Shadyglade Ln, Woody, Northgate St, Kingswood St, Big Oak St, End Wy, Palmwood Dr, Alta View Dr, Bear I, Gross St, Kausman St, Clyde Av, Calle Tre Dr, Morningside St, Rachael Av, Flintridge I alle Cumbre, Calle Sal Si Puedes, and Calle ATION-CITY/COUNTY: San Diego/San	ity to and portions of: Redcre wood Dr. Blackpool Rd, Hun way Ct, Satinwood Wy, Flow Bluegrass St, Gatewood Ln, B River RW, Paris Wy, Carmar es Lomas, Rancho Hills Dr, C Dr, Albemarle St, Hopkins St Felicidad. The project is loca	st Dr, Redcrest Pl, Redcrest Ct haven Rd, Middlebush Dr, Blo erdale Ln, Cedaridge Dr, Broo riarwood Rd, Hightree Pl, Hig Wy, Annmar Dr, Dusk Dr, Uti alle Serena, Calle Gaviota, Scl Midwick St, Shaw St, Deanvi	t, Sears Av, Skyline Dr, bomfield Rd. Gribble St, khaven Rd, Silverwood htree Ln, Woodridge ica Dr, Utica Pl, Utica huyler St, Alleghany St, ille St. Winchester St
DESCRIPTION (linear feet (9.4 m installing 52 new segments (1,061) native vegetation instances, the pro main rehabilitatio and cleanout for a t both manholes, within the existin manholes, spot/po grade. The instal portions of pipe th similar methods a	DEFINATURE, PURPOSE, AND BENEFICIAL illes) of existing 8-inch sewer pipeline primar cleanouts and 12 replaced MHs, rehab or milinear feet) of pipeline replace-in-place. Son is proposed. Excavation of the area would oject combined with the related scope has been may be used for this project, both utilizing each pipe segment: 1) Cured in place pipe (0; and 2) Ribloc (spiral) liner is pulled through gipe. In areas where a secondary sewer Moint repairs and replace-in-place work would lation of the MH is a 5' W x 5' L area and contained the property of the rehabilitation and are contained solely to x 10'L area, from the ground surface to the	RIES OF PROJECT: This purify within the paved right of additional sewer laterals, as well are improvements would occur occur primarily over existing en identified to occur in areas greating MHs and/or cleanous and the sewer main as plastic staff/cleanout access is required occur in existing disturbed to occur in existing disturbed to cleanouts are 3'W x 3'L area, ags, or intruding laterals). Into within the pipe. External po	way that includes rehabilitatinal as 38 segments of pipeline por in ornamental landscape area pipeline trenches, and previous classified as 'non-sensitive,' uts. Both require access from the sewer main, cured used hot trips and then formed to a pipe I, a new MH/cleanout shall be renches, varying in depth between Internal and/or external point ternal point repairs use the above	ng 23 manholes (MHs), point repairs and 7 limited s. No disturbance to asly disturbed soil. In all Two methods of sewer two MHs and or a MH water or steam, and cut to create a new pipeline, installed. Depth of new yeen 5 to 24 feet from repairs may occur in ye methods, and involve
NAME OF PERS	IC AGENCY APPROVING PROJECT: Cition or AGENCY CARRYING OUT PROJUCTION (MS 908A), San Diego, CA 92101	ity of San Diego ECT: City of San Diego, E	&CP Dept (Regan Owen, 6	519-533-5205), 600 B
() MINI () DECT () EMEI (X) CATE () STAT REASONS WHY excavation to exp	SE: (CHECK ONE) STERIAL (SEC. 21080(b)(1); 15268); LARED EMERGENCY (SEC. 21080(b)(3); RGENCY PROJECT (SEC. 21080(b)(4); 1; EGORICAL EXEMPTION: EXISTING FACI TUTORY EXEMPTIONS; PROJECT IS EXEMPT: The improvements lose an existing damaged sewer line for the proventions.	5269 (b)(c)) LITIES (15301) AND REPL noted above involve trenchle purpose of rehabilitating dam	ess repair, or work over existing	g pipelines via
where work is to Furthermore, the appurtenances and	This action will not result in any impacts to be done is identified as 'non-sensitive,' and project meets the criteria set forth in CEQA d Section 15302 which allows for the replace the same location and have the same purpose.	all work primarily would occ Section 15301 which allows ement or reconstruction of ex	ur in previously disturbed and for maintenance to existing fac- isting structures and facilities	existing trench. cilities/infrastructure and where the new structure
IF FILED BY APPI	CONTACT PERSON: JEFF SZYMANSKI LICANT: CH CERTIFIED DOCUMENT OF EXEMPTION	TELEPHONE: (619	9) 446-5324	RECEIVED
TITAG.A	NOTICE OF EVENDERON DEED ED DV	THE DITTIES AGDICAL AND	OVING THE PROJECT?	OCT 4 -
SARE I	THOTICE OF EXEMPTION BEEN FILED BY THE CITY OF SAN DIEGO H THE CITY OF SAN DIEGO H THE CITY OF SAN DIEGO H	NNEE NNEE	VE ACTIVITY TO BE EXEMPS:	FATE CLEARING HOUS
CHECK ONE:			DATE V	

(X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT
Appendix A - Notice of Exemption
Pipeline Rehabilitation U-1

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B

SEWER MAINS AND MANHOLE REHABILITATION DATA TEMPLATES WITH LOCATION MAPS

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
61055	PLUG	249	146	8	VC	5	REHAB	new cleanout			40
61054	249	243	190	8	VC	6	REHAB				40
60977	243	439	200	8	VC	5	REHAB				40
61048	PLUG	247	154	8	VC	5	REHAB	new cleanout			40
61047	247	439	180	8	VC	4	REHAB				40
61229	456	247	350	8	VC	10	REHAB				40
61230	PLUG	456	50	8	VC	3	REHAB	new cleanout			40

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				40
61205	439	245	105	8	VC	1					
61057	PLUG	245	134	8	VC	6	REHAB	new cleanout			40
61056	245	433	325	8	VC	4	REHAB				40
60895	584	16	155	8	VC	4	REHAB				39
60788	149	148	240	10	VC	3	REHAB				26
60933	181	589	350	10	VC	7	REHAB				26
60932	589	39	309	10	VC	6	REHAB				26

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
60934	303	127	112	10	VC	2	REHAB		Rehab MH 303		25
60934	303	127	112	10	VC	2					
64464	57	52	281	8	VC	5	REHAB				24
04404	57	52	281	0	VC	5					
64465	5,116		101				REHAB	new cleanout			24
64465	PLUG	57	181	8	VC	6					
			_		_		REHAB	new cleanout			24
64452	PLUG	57	116	8	VC	5					
60894	PLUG	594	210	8	VC	4	REHAB	new cleanout			39
00834	7100	394	210	8	VC	4					
60896	2	603	306	8	VC	7	REHAB				39
00890		003	300	٥	VC	/					
							REHAB				31
60774	164	162	298	8	VC	10					

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				31
60775	162	270	140	8	VC	2					
60905	PLUG	362	190	8	VC	6	REHAB	new cleanout			39
60892	362	SEWER NODE	384	8	VC	11	REHAB				39
53811	45	44	256	8	VC	7	REHAB		Rehab MH 44 and MH 45		38
53817	34	35	208	8	VC	5	REHAB				38
53813	PLUG	45	205	8	VC	4	REHAB	new cleanout			38
53826	PLUG	18	90	8	VC	4	REHAB	new cleanout			37

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
53829	PLUG	581	140	8	VC	3	REHAB	new cleanout			36
60738	46	581	134	8	VC	2	REHAB				36
53760	70	66	186	8	VC	4	REHAB		Rehab MH 66.		36
53805	581	70	166	8	VC	2	REHAB				36
53766	37	41	338	8	VC	10	REHAB		Replace MH 37 and MH 41		37
53767	41	85	306	8	VC	7	REHAB				37
53762	69	36	126	8	VC	0	REHAB				37

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				37
53833	29	36	164	8	VC	3					
53832	23	29	351	8	VC	7	REHAB				37
53839	PLUG	23	150	8	VC	4	REHAB	new cleanout			37
53867	85	91-fsn 120398- mmd	394	8	VC	3	REHAB		Rehab MH 91		35
53765	101	31	257	8	VC	5	REHAB				35
53750	34	101	305	8	VC	5	REHAB				35
53770	PLUG	34	140	8	VC	3	REHAB	new cleanout			35

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				36
53768	38	69	200	8	VC	4					
53763	SNOD 111	SNOD 110	35	8	CI	1	REHAB				36
53764	66	SNOD 111	58	8	VC	0	REHAB		Rehab MH 66		36
53769	PLUG	38	80	8	VC	3	REHAB	new cleanout			36
53748	49	44	200	8	VC	5	REHAB & POINT REPAIR			2-A's	35
53751	PLUG	49	90	8	VC	3	REHAB	new cleanout			35
53752	PLUG	53	110	8	VC	5	REHAB	new cleanout			36

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB		Rehab MH 52		36
53749	53	52	300	8	VC	8					
52750	46	47	226	0	VC	2	REPLACE				35
53759	46	47	336	8	VC	2					
							REHAB				35
53758	31	47	343	10	VC	2					
							REHAB				35
53784	45	46	320	8	VC	8					
53785	42	45	353	8	VC	10	REHAB				35
53790	76	42	275	8	VC	8	REHAB				34
							REHAB				34
53791	75	76	297	8	VC	6					

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				34
53789	74	75	100	8	VC	6					
53787	55	46	331	8	VC	2	REHAB				35
53786	59	55	400	8	VC	12	REHAB				35
53793	58	59	400	8	VC	10	REHAB				34
53792	57	58	339	8	VC	7	REHAB & POINT REPAIR				34
60751	67	68	280	8	VC	4	REHAB & POINT REPAIR				33
60750	71	67	340	8	VC	12	REHAB & POINT REPAIR		Rehab MH 71		33

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				33
60748	70	71	280	8	VC	8					
60763	325	70	231	8	VC	9	REHAB				32
60762	209	325	350	8	VC	11	REHAB				32
60760	210	209	265	8	VC	9	REHAB				32
60754	PLUG	210	210	8	VC	8	REHAB	new cleanout			32
60767	PLUG	319	220	8	VC	6	REHAB	new cleanout			36
53795	319	91	343	8	VC	4	REHAB		Rehab manholes 319 and 91		36

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
53761	PLUG	91	167	6	VC	6	REPLACE	new cleanout			36
61006	PLUG	27	75	8	VC	4	REHAB & POINT REPAIR	new cleanout			30
61007	27	591	330	8	VC	8	REHAB & POINT REPAIR				30
61011	591	124	190	8	VC	4	REHAB				30
61009	69	68	310	8	VC	3	REHAB				30
60960	PLUG	69	200	8	VC	6	REHAB	new cleanout			30
61136	106	160	182	8	VC	7	REHAB				29

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				29
61133	160	20	209	8	VC	4					
61186	571	20	324	8	VC	10	REHAB				29
61182	1	571	264	8	VC	4	REHAB				29
60625	83	1	320	8	VC	7	REHAB				28
60817	PLUG	83	202	8	VC	4	REHAB	new cleanout			28
61131	28	88	350	8	VC	8	REHAB				27
60952	PLUG	28	196	8	VC	6	REHAB	new cleanout			27

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
64402	225	600	205	0	V6		REHAB				27
61192	325	609	295	8	VC	4					
61190	606	325	210	8	VC	6	REHAB				27
01130	000	323	210	0	70	· ·					
							REHAB				27
60954	40	606	332	8	VC	11					
							REHAB		Rehab MH 26		27
60953	12	26	345	8	VC	13					
60930	PLUG	136	140	8	VC	3	REHAB	new cleanout			25
64472	PLUG	136	146	8	VC	5	REHAB	new cleanout			25
							REHAB				25
60945	136	585	300	8	VC	4					

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
64482	PLUG	585	173	8	VC	7	REPLACE	new cleanout		2-C2's	25
64484	585	20	334	8	VC	4	REHAB				25
64483	PLUG	20	159	8	VC	7	REHAB	new cleanout			25
64132	380	381	195	8	VC	0	REHAB				23
64128	381	383	135	8	VC	0	REHAB				23
64141	PLUG	179	189	8	VC	4	REHAB & POINT REPAIR	new cleanout	Rehab MH 179		23
64144	179	131	350	8	VC	4	REHAB				23

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
64140	131	166	162	8	VC	0	REHAB & POINT REPAIR				23
64127	166	164	200	8	VC	3	REHAB				23
64113	164	155	300	8	VC	5	REHAB & POINT REPAIR				23
64437	155	346	250	8	VC	1	REHAB				23
64036	292	291	350	8	VC	10	REHAB				21
64037	291	286	297	8	VC	9	REHAB				21
64030	242	286	273	8	VC	5	REHAB				22

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
63085	245	242	155	0	VC	4	REHAB				22
63985	245	242	155	8	VC	4					
63988	243	245	194	8	VC	5	REHAB				22
63986	PLUG	243	145	8	VC	7	REHAB	new cleanout			22
63851	PLUG	76	40	8	VC	1	REHAB	new cleanout			19
63894	76	104	245	8	VC	3	REHAB & POINT REPAIR		Replace MH 76		19
63835	PLUG	81	181	8	VC	3	REHAB	new cleanout	Rehab MH 81		18
63861	103	81	212	8	VC	1	REHAB		Rehab MH 103		19

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
63862	104	103	245	8	VC	5	REHAB		Rehab MH 104		19
63856	97	103	305	8	VC	6	REHAB				19
63855	96	97	305	8	VC	11	REHAB				19
63849	PLUG	98	170	8	VC	4	REHAB	new cleanout			19
63846	PLUG	98	95	8	VC	1	REHAB	new cleanout			19
63859	PLUG	101	197	8	VC	9	REHAB	new cleanout			19
63860	101	104	238	8	VC	6	REHAB				19

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
63848	PLUG	98	99	8	VC	4	REHAB	new cleanout			19
64039	PLUG	292	30	8	VC	1	REHAB	new cleanout	Replace MH 292		21
64038	PLUG	292	60	8	VC	2	REHAB	new cleanout			21
63793	PLUG	22	200	8	VC	8	REHAB	new cleanout			20
63787	37	23	257	8	VC	3	REHAB		Rehab MH 37		20
63788	29	37	350	8	VC	9	REHAB		Rehab MH 29		20
63792	35	37	257	8	VC	5	REHAB				20

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				20
63761	5	35	350	8	VC	11					
63786	36	37	272	8	VC	7	REHAB				20
63789	36	31	350	8	VC	12	REHAB		Replace MH 31		20
63778	20	21	224	8	VC	7	REHAB				20
63790	23	20	282	8	VC	8	REHAB				20
63791	22	23	125	8	VC	1	REHAB				20
63843	78	84	213	8	VC	5	REHAB		Rehab MH 78		18

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				18
63842	84	85	220	8	VC	7					
							REHAB				18
63830	85	82	284	8	VC	9					
C2000	424	427	160	0	V6	2	REHAB				18
63898	134	137	168	8	VC	2					
							REHAB				18
63831	82	137	195	8	VC	4					
63896	327	134	124	8	VC	3	REHAB				17
63895	141	327	137	8	VC	4	REHAB				17
62002	DUIG	142	200		16		REHAB	new cleanout			17
63882	PLUG	142	200	8	VC	8					

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
63005	442	424	355	0	VG	_	REHAB				17
63885	142	134	255	8	VC	5					
63429	PLUG	102	182	8	VC	8	REHAB	new cleanout			15
03429	FLOG	102	102	0	VC	8					
							REHAB				15
63425	102	101	210	8	VC	6					
							REHAB				15
63426	101	90	211	8	VC	5					
53434		0.5			V.0	_	REHAB				15
63431	94	95	250	8	VC	5					
63435	PLUG	94	132	8	VC	7	REHAB	new cleanout			15
03435	PLUG	94	132	ŏ	VC	/					
							REHAB				12
63694	62	60	303	8	VC	10					

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				11
63700	155	60	328	8	VC	9					
63412	156	155	320	8	VC	14	REHAB				11
63411	85	107	273	8	VC	0	REHAB				10
							REHAB				16
63465	114	105	247	8	VC	4					
63454	168	114	226	8	VC	6	REHAB				16
63457	PLUG	168	80	8	VC	10	REHAB	new cleanout			16
							REHAB				16
63453	174	178	274	8	VC	10					

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				16
65966	178	74	224	8	VC	6					
65964	74	114	259	8	VC	5	REHAB				16
65965	PLUG	74	80	8	VC	2	REHAB	new cleanout			16
63423	152	151	350	8	VC	8	REHAB				10
63422	150	152	350	8	VC	12	REHAB				11
63701	PLUG	150	186	8	VC	8	REHAB	new cleanout			11
63480	213	218	290	8	VC	8	REHAB & POINT REPAIR			2-A's	8

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				8
63498	218	238	256	8	VC	0					
63502	29	238	276	8	VC	7	REHAB				8
63492	238	241	300	8	VC	4	REHAB				8
63493	242	241	353	8	VC	10	REHAB				8
63500	145	242	350	8	VC	12	REHAB				6
63545	PLUG	145	144	8	VC	5	REHAB & POINT REPAIR	new cleanout			6
							REHAB				7
63512	241	194	279	8	VC	4					

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				7
63505	195	194	350	8	VC	9					
63479	194	184	360	8	VC	8	REHAB				6
63527	204	129	218	8	VC	8	REHAB & POINT REPAIR				6
63478	184	204	327	8	VC	4	REHAB				6
63477	185	184	326	8	VC	5	REHAB				7
63475	193	185	286	8	VC	8	REHAB				7
63698	PLUG	52	119	8	VC	6	REHAB	new cleanout			12

FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				12
63699	52	64	198	8	VC	5					
63697	64	63	295	8	VC	7	REHAB				12
63536	63	214	350	8	VC	0	REHAB				13
63656	44	214	300	8	VC	5	REHAB				13
							REHAB				14
63657	39	44	300	8	VC	4					
63655	41	39	300	8	VC	5	REHAB				14
63645	PLUG	41	140	8	VC	6	REHAB	new cleanout			14

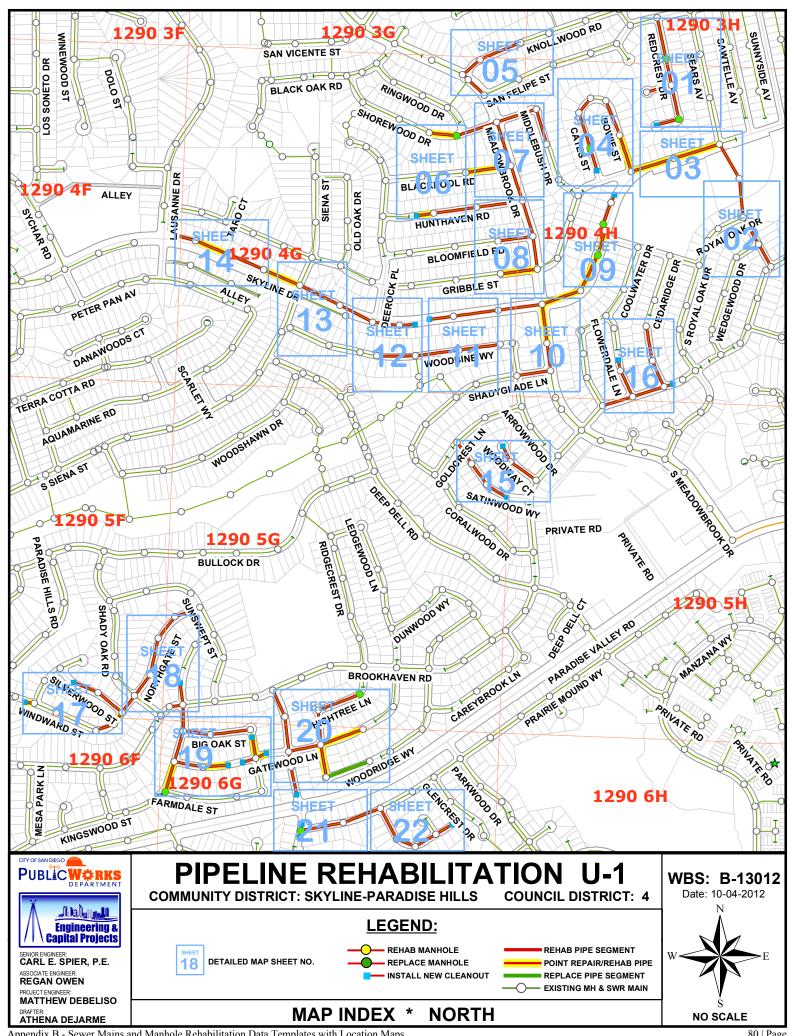
FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
63415	151	153	307	8	VC	6	REHAB & POINT REPAIR				10
63406	153	85	218	8	VC	6	REHAB				10
63421	495	151	312	8	VC	7	REHAB				10
63468	216	495	316	8	VC	9	REHAB				9
63499	229	216	200	8	VC	5	REHAB				9
63495	234	229	52	8	VC	1	REHAB		Replace MH 216		9
63494	233	234	174	8	VC	3	REHAB				9

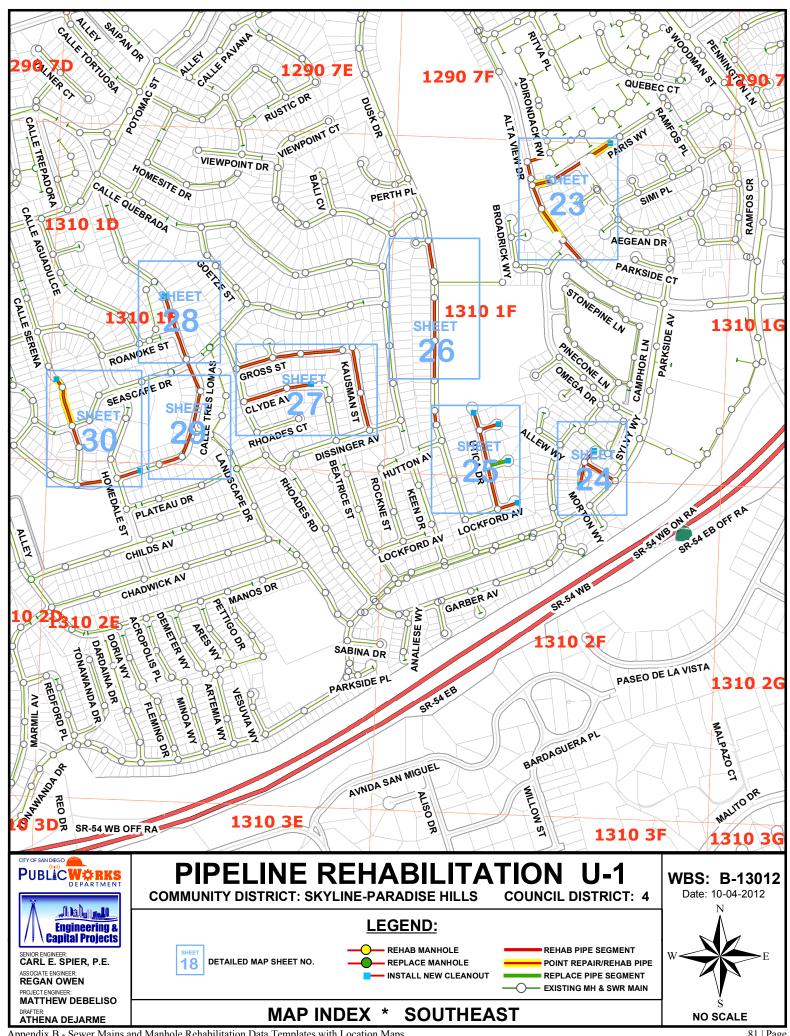
FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
63509	PLUG	233	80	8	VC	2	REHAB	new cleanout			9
63489	205	203	176	8	VC	5	REHAB				5
63481	202	197	347	8	VC	10	REHAB				5
63396	202	201	183	8	VC	3	REHAB				5
63482	201	203	57	8	VC	1	REHAB				5
66035	1	195	347	8	VC	10	REHAB		Replace MH 1		1
66036	2	1	199	8	VC	4	REHAB				1

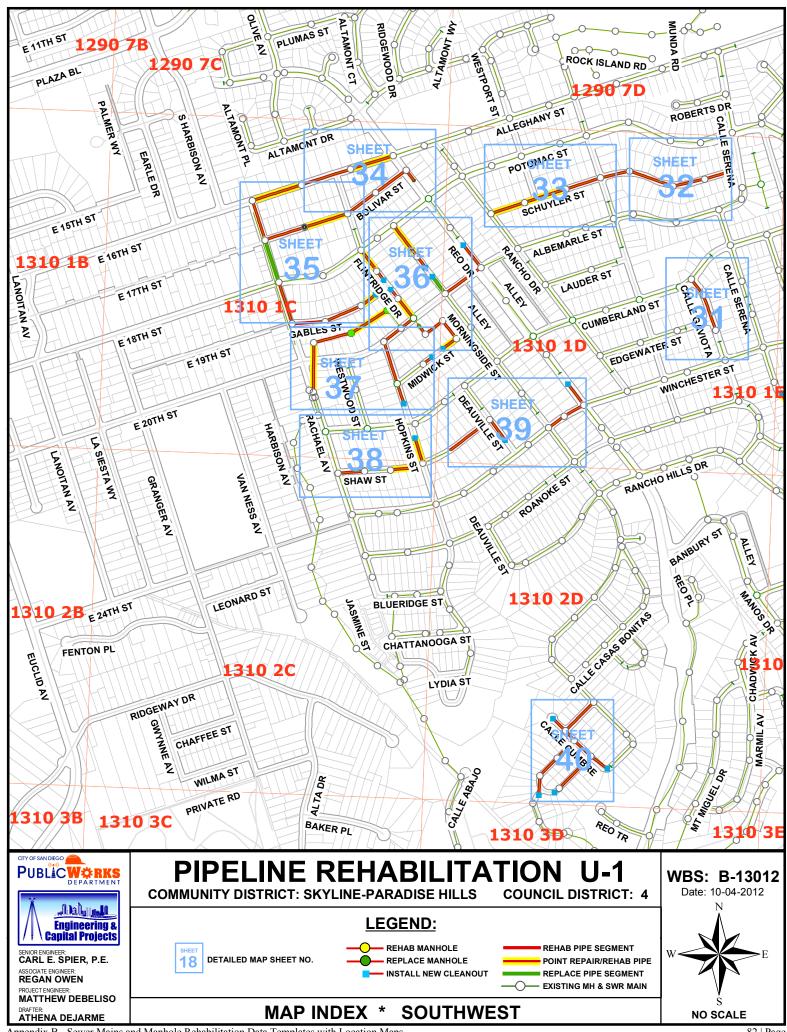
FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				1
63473	181	2	217	8	VC	9					
63503	PLUG	8	200	8	VC	9	REHAB	new cleanout			1
66039	8	2	275	8	VC	5	REHAB		Replace MH 8		1
63508	PLUG	192	173	8	VC	6	REHAB	new cleanout	Replace MH 192		4
63476	192	187	300	8	VC	9	REHAB				4
63470	187	180	135	8	VC	4	REHAB				4
63474	186	182	286	8	VC	9	REHAB				4

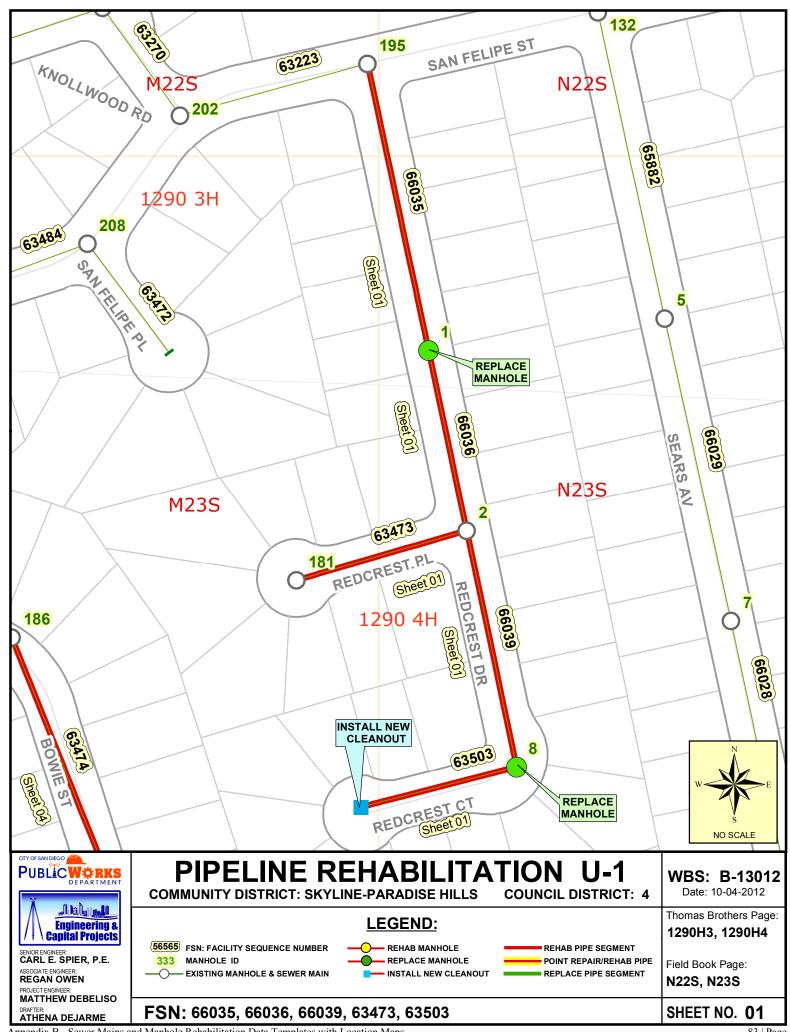
FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
							REHAB				4
63507	182	228	300	8	VC	7					
63506	228	209	360	8	VC	4	REHAB				3
66038	209	211	360	8	VC	5	REHAB				3
66030	120	211	324	8	VC	1	REHAB				3
63829	81	83	105	8	VC	1	REHAB				18
64055	PLUG	314	89	8	VC	2	REHAB & POINT REPAIR	new cleanout		1-C2,1- Case B	17
							REHAB				2
66004	114	126	209	8	VC	2					

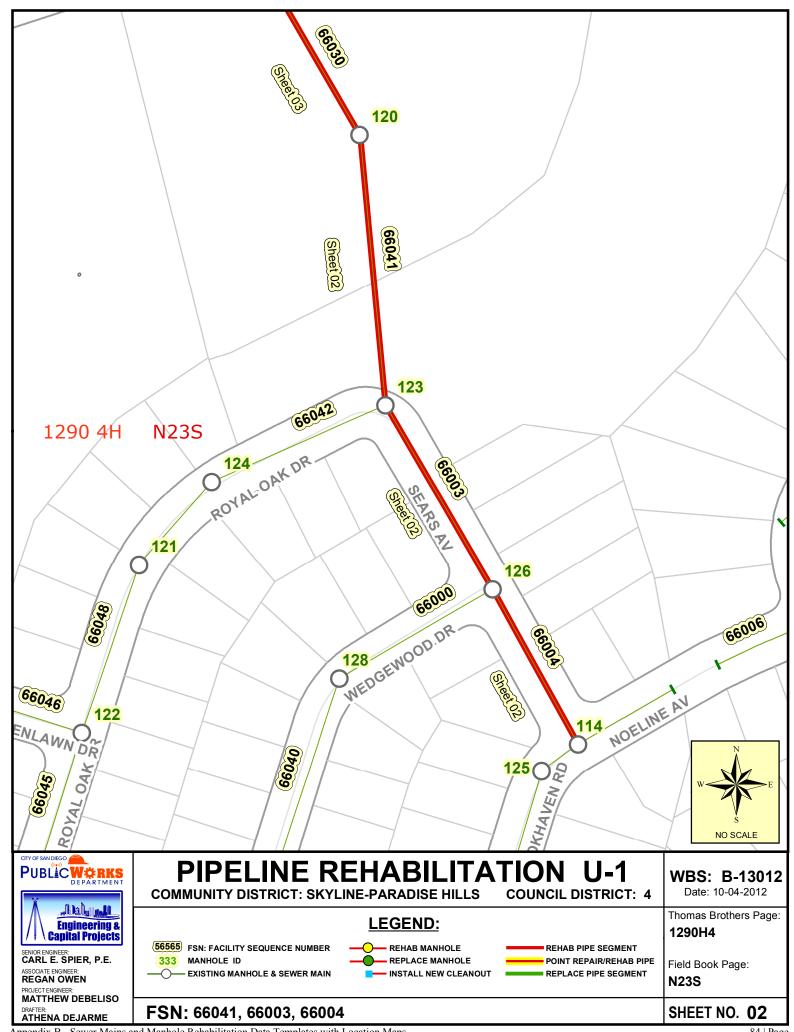
FSN	US MH	DS MH	LENGTH (feet)	SIZE (inches)	MATERIAL	LATERAL	SEWER MAIN REPAIR	SEWER PLUG REPAIR	MANHOLE REPAIR	CURB RAMPS	SHEET *
66003	126	123	240	8	VC	3	REHAB				2
66041	123	120	305	8	VC	0	REHAB				2

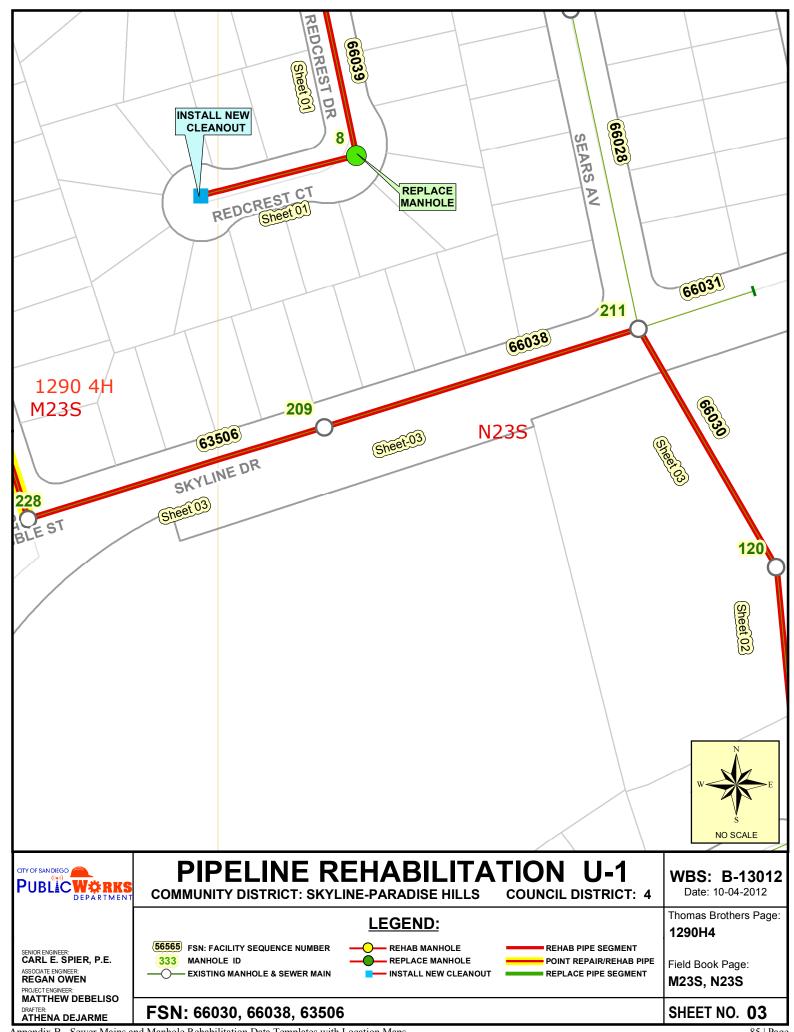


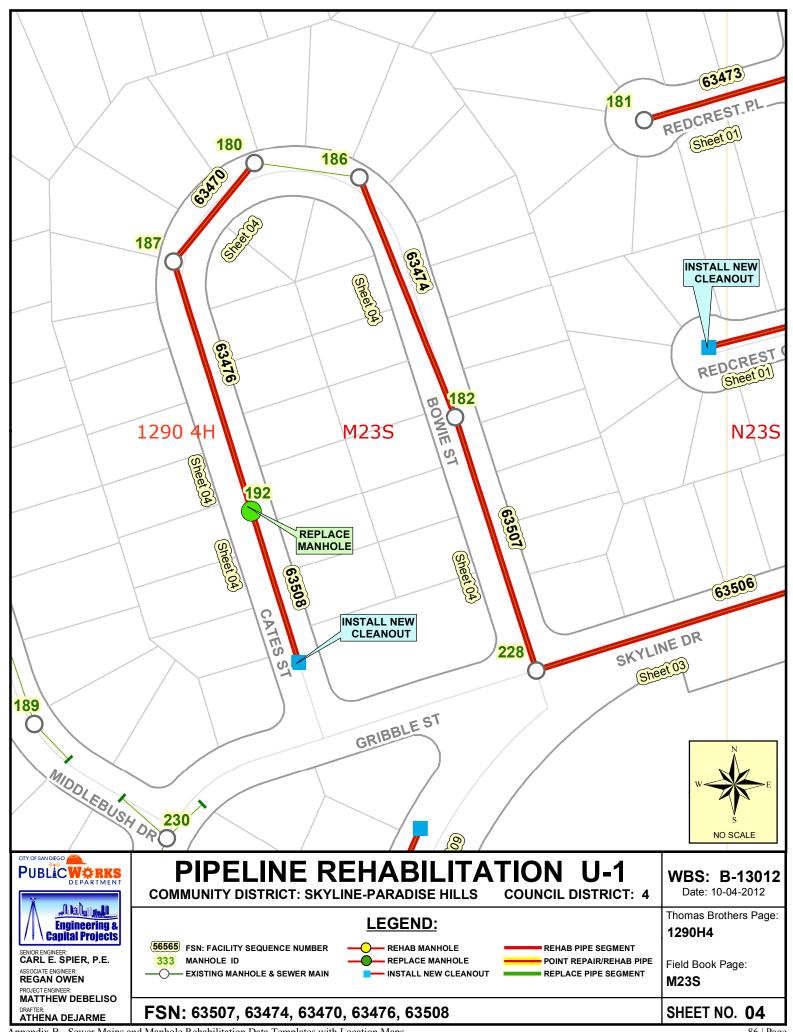


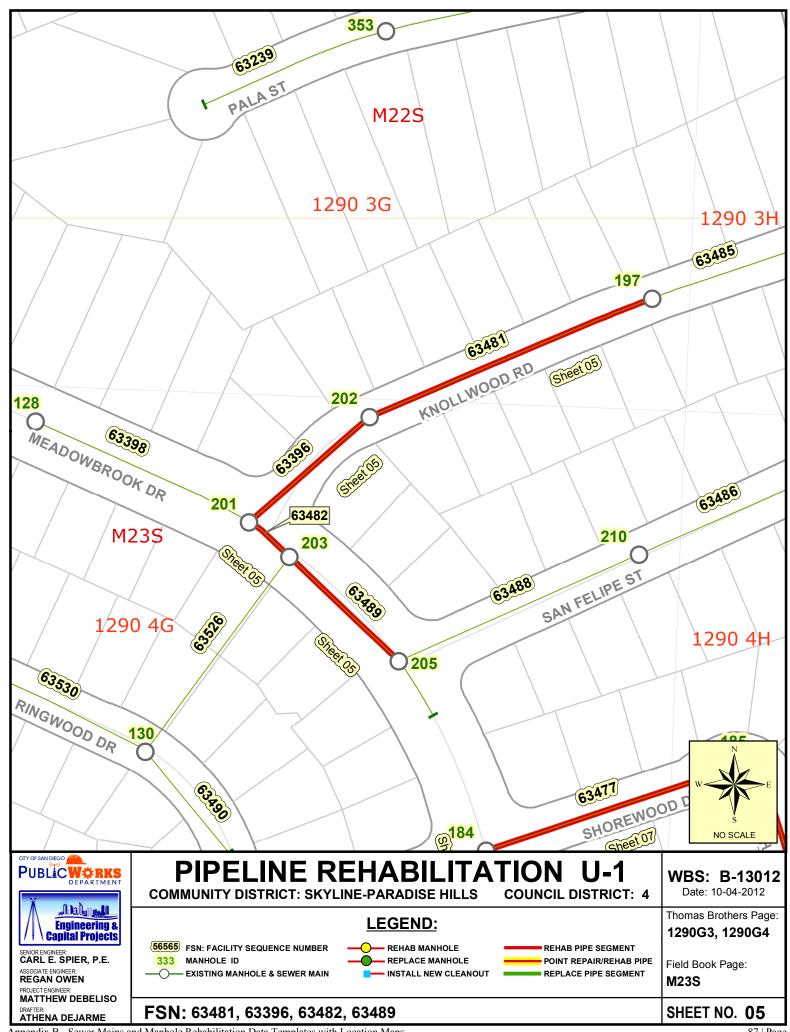


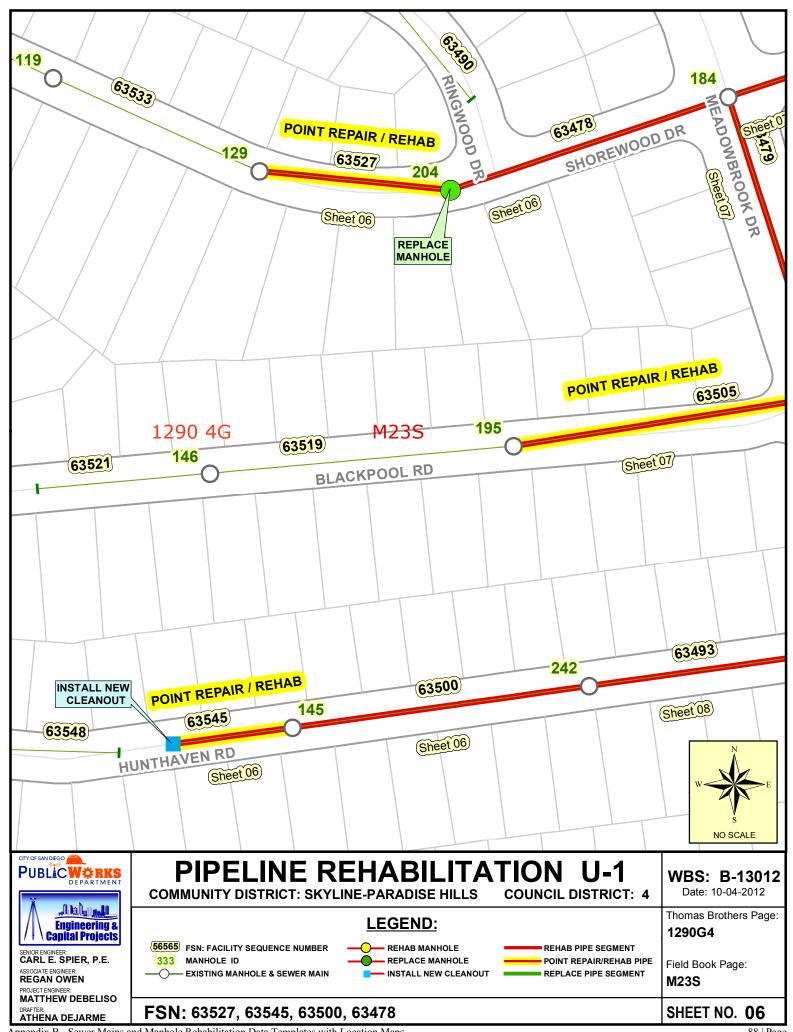


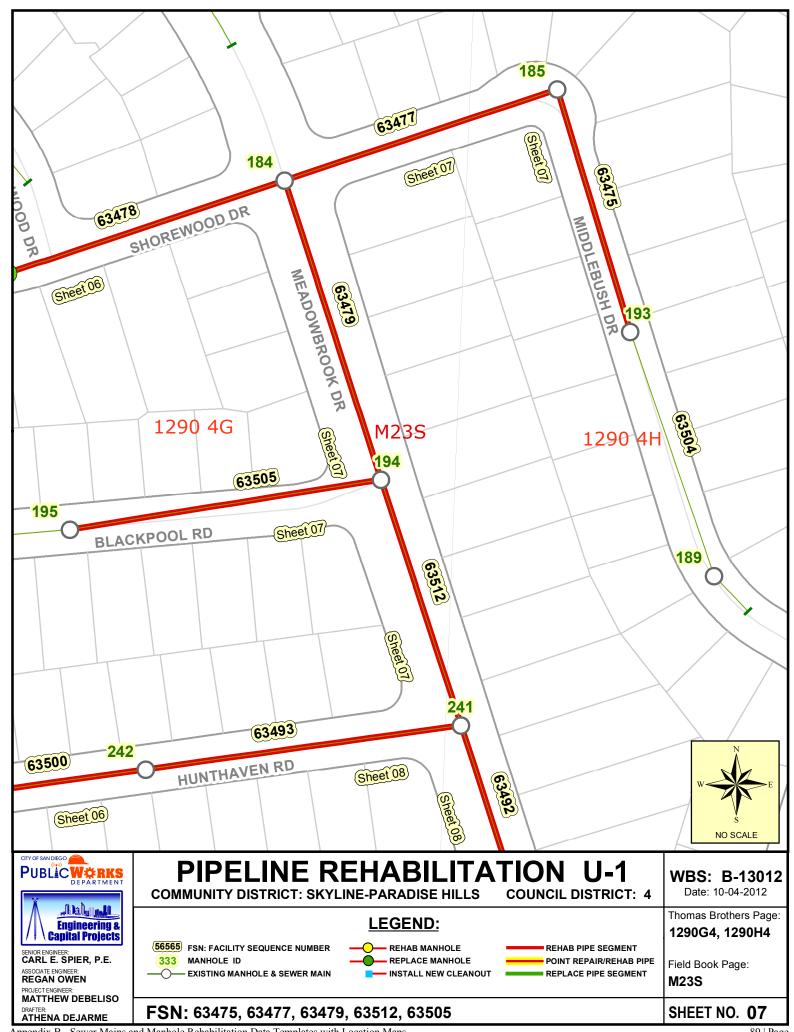


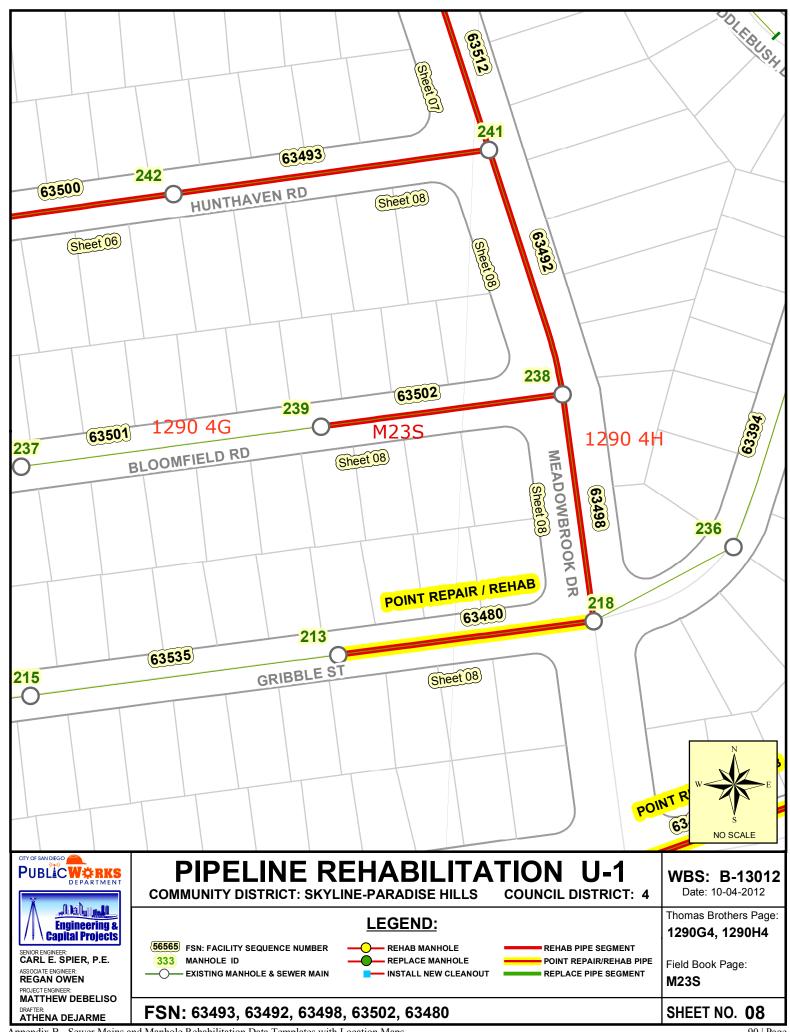


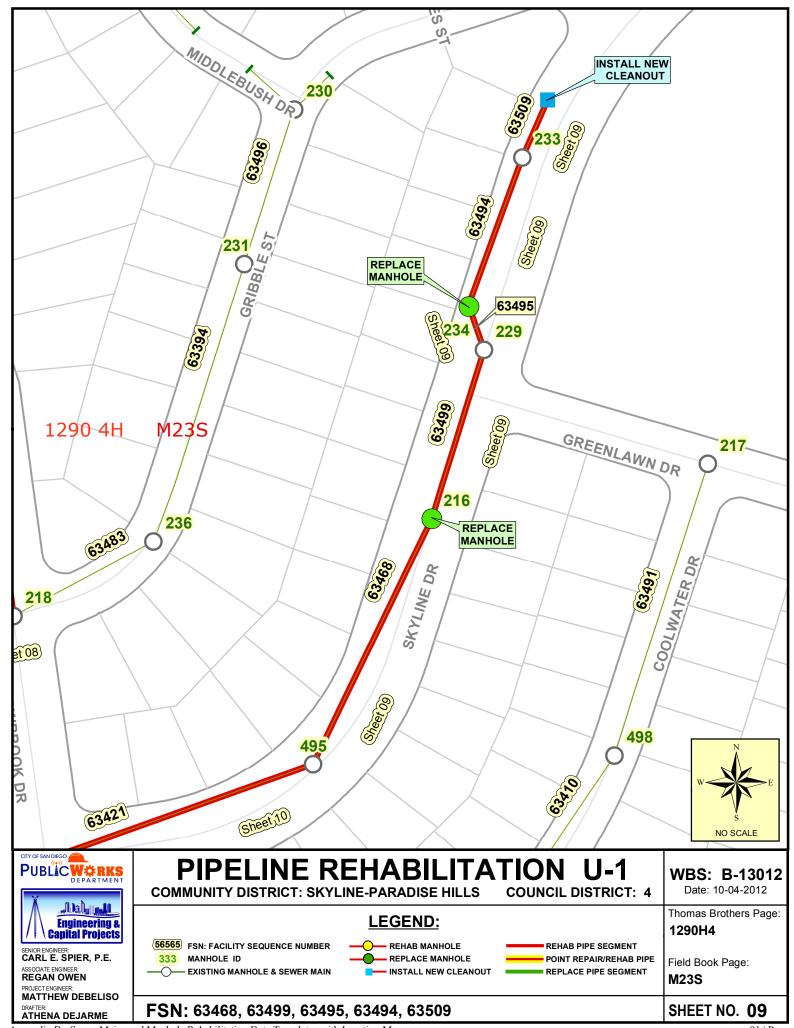


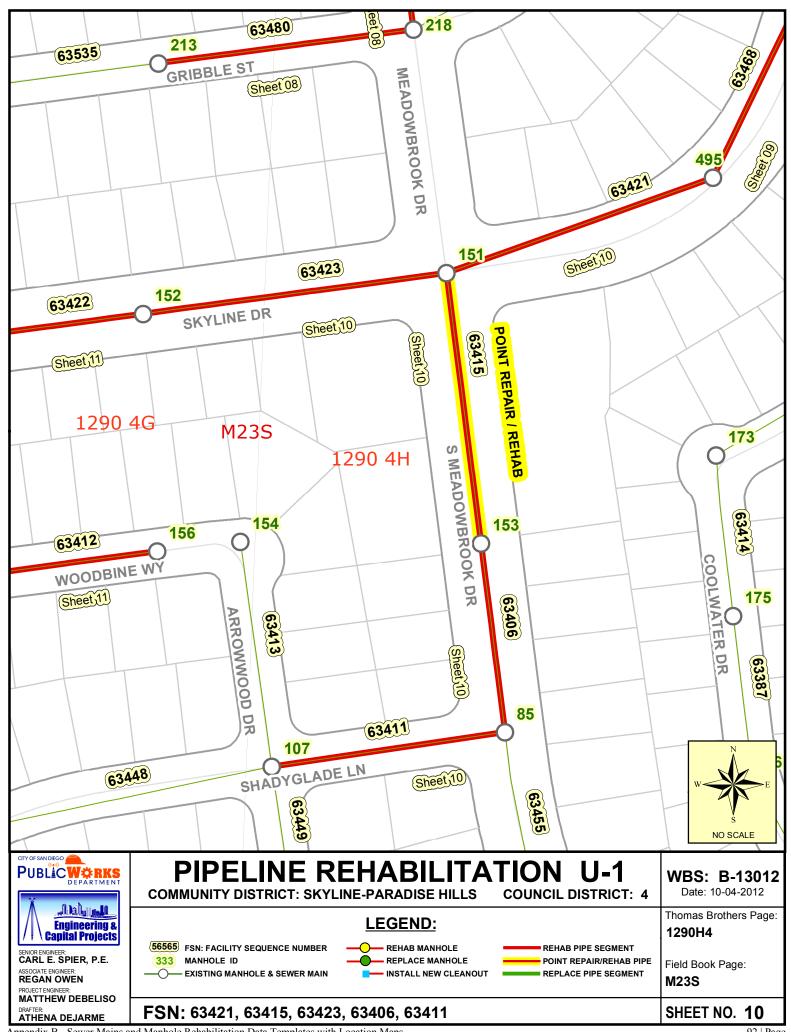


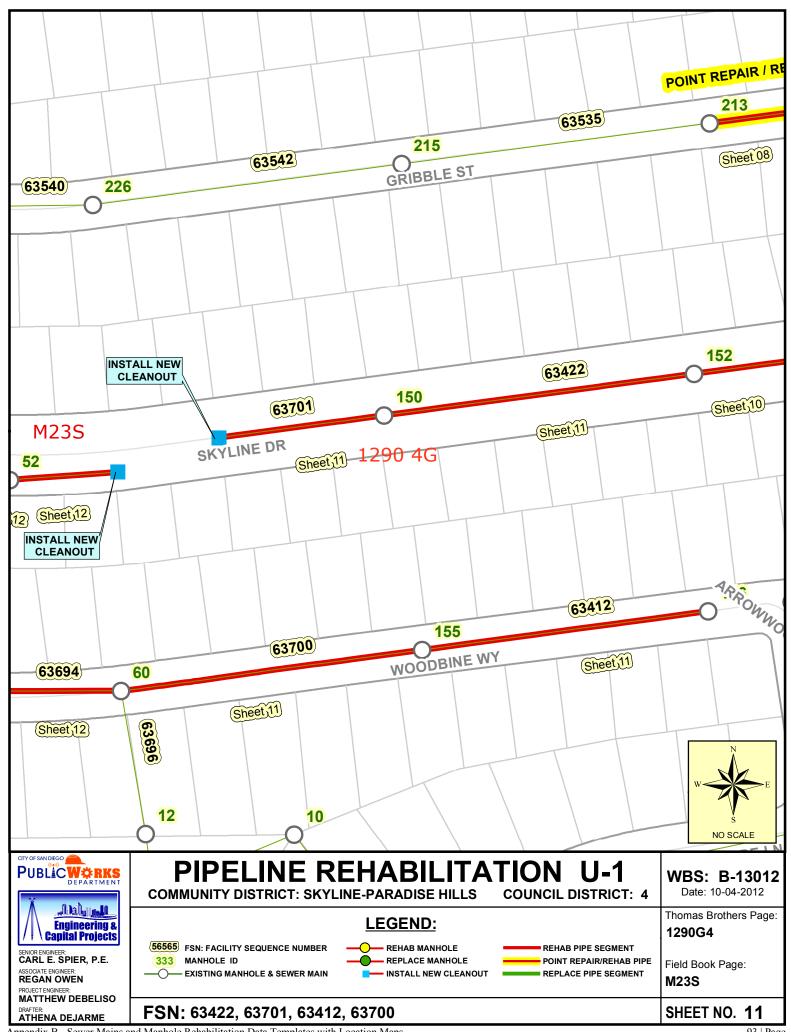


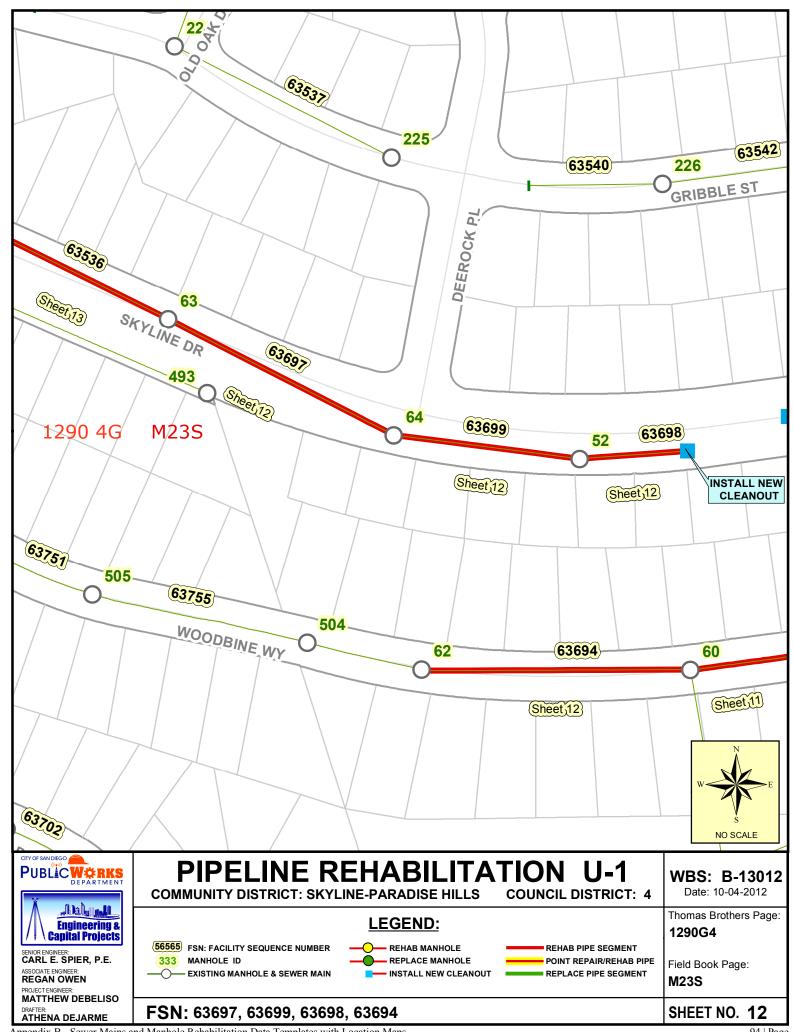


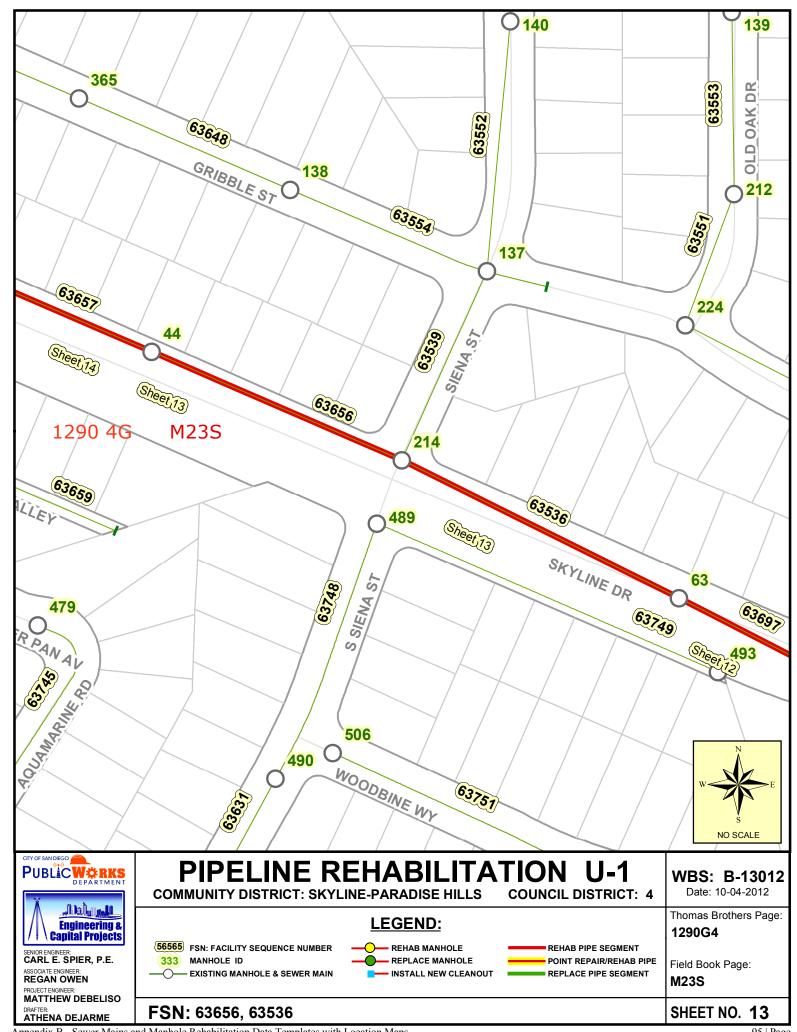


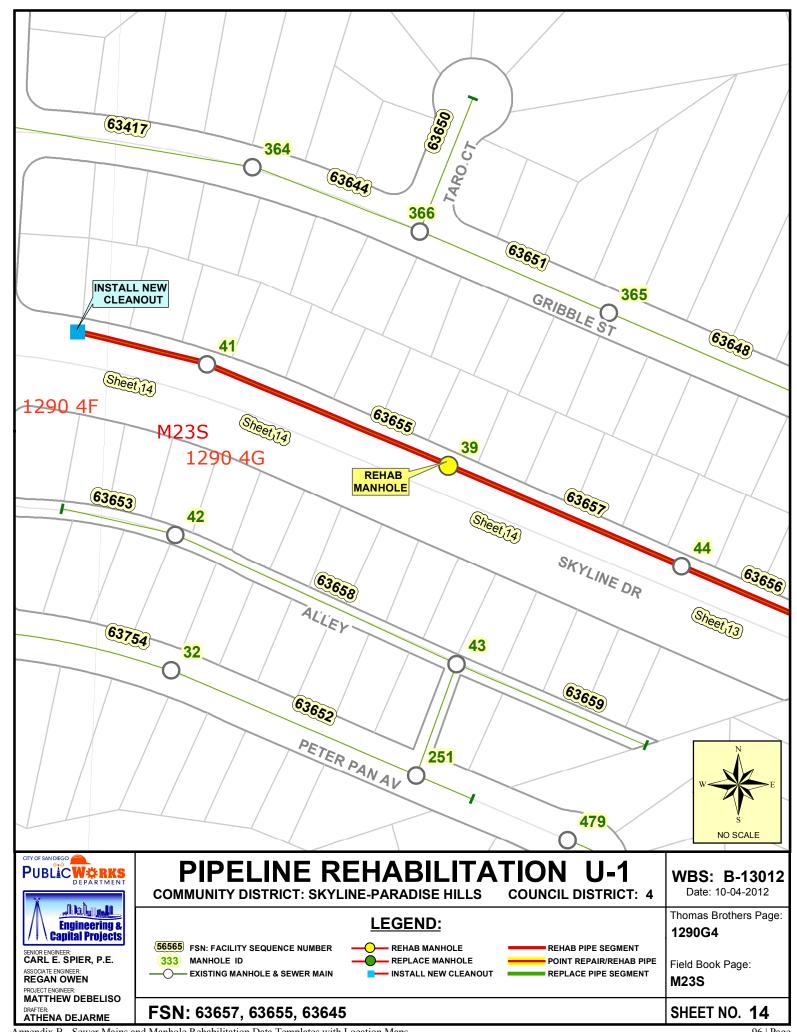


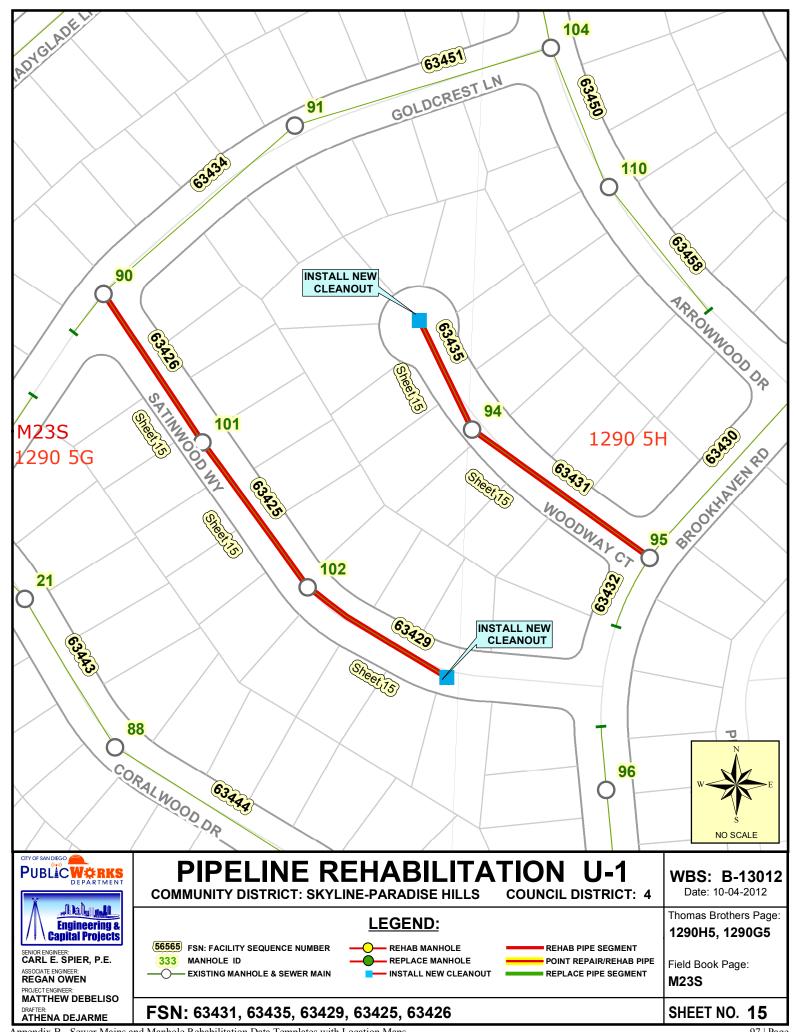


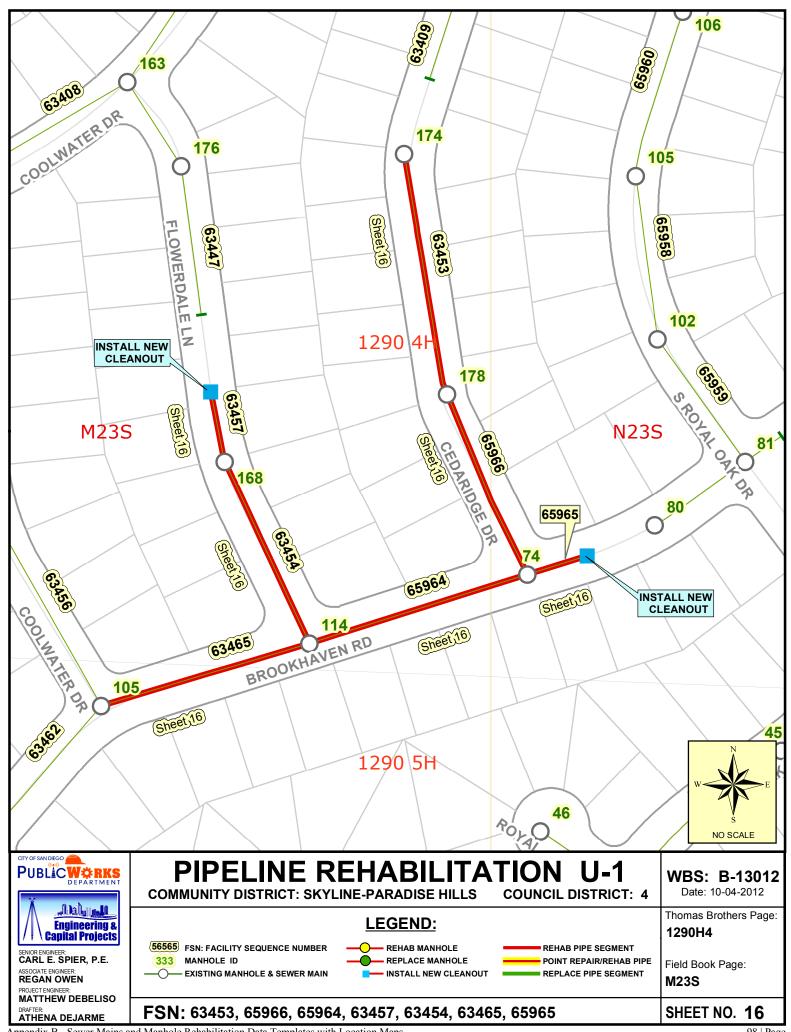


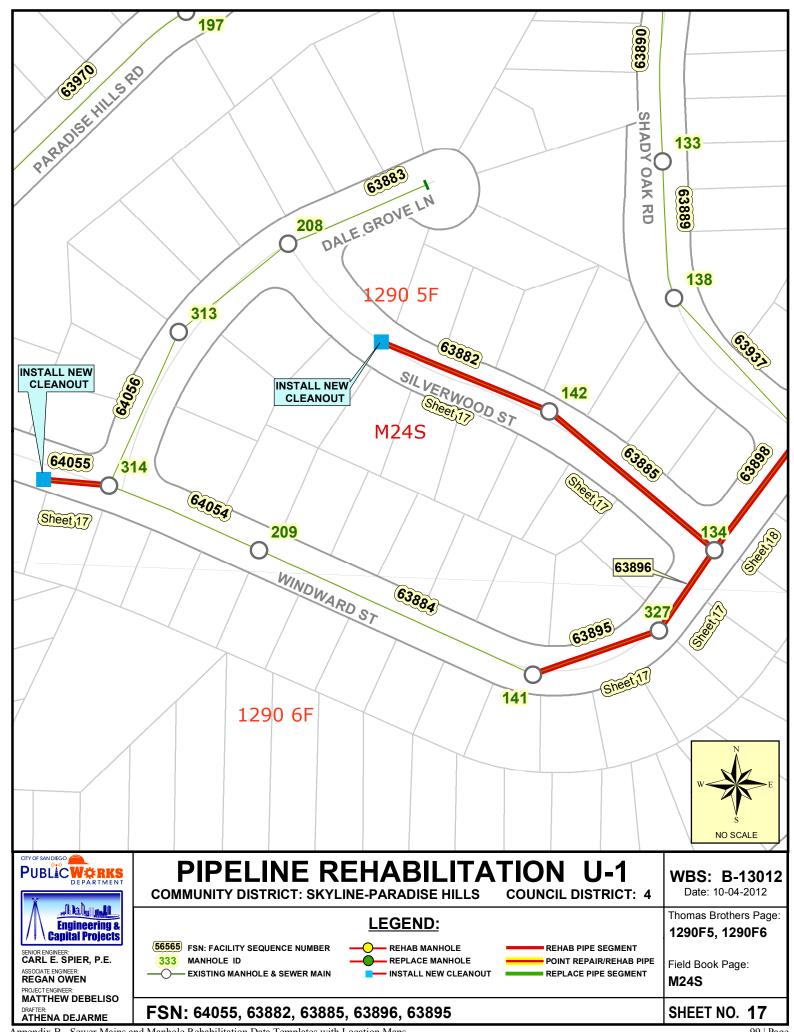


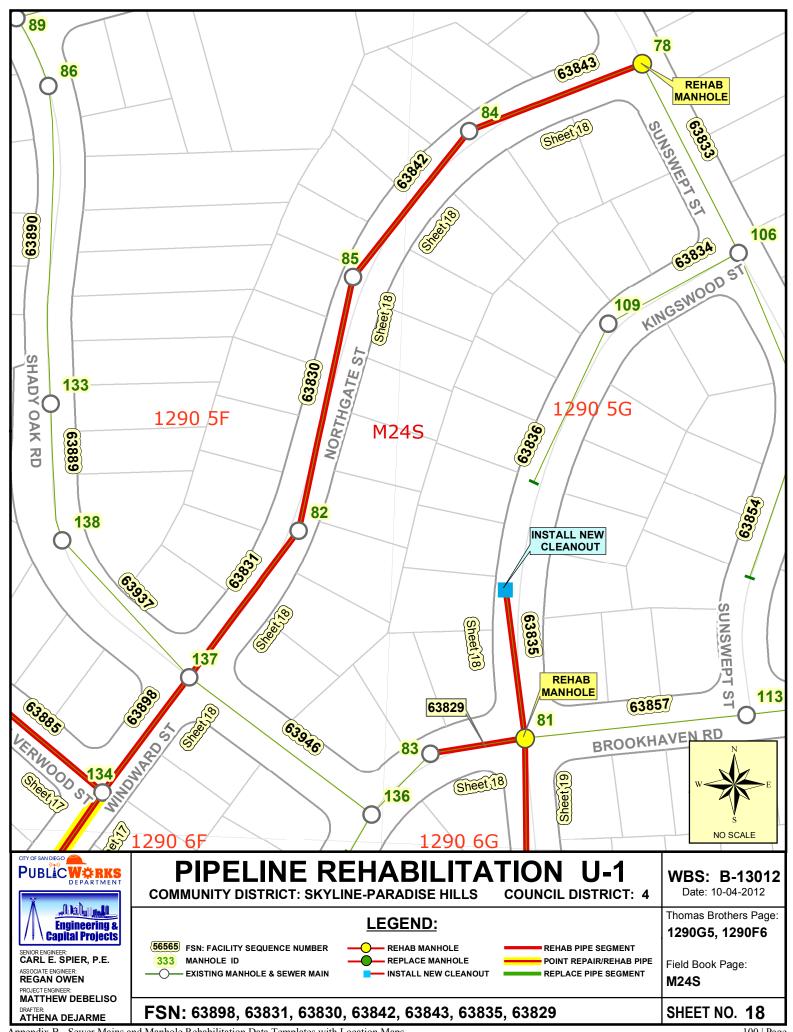


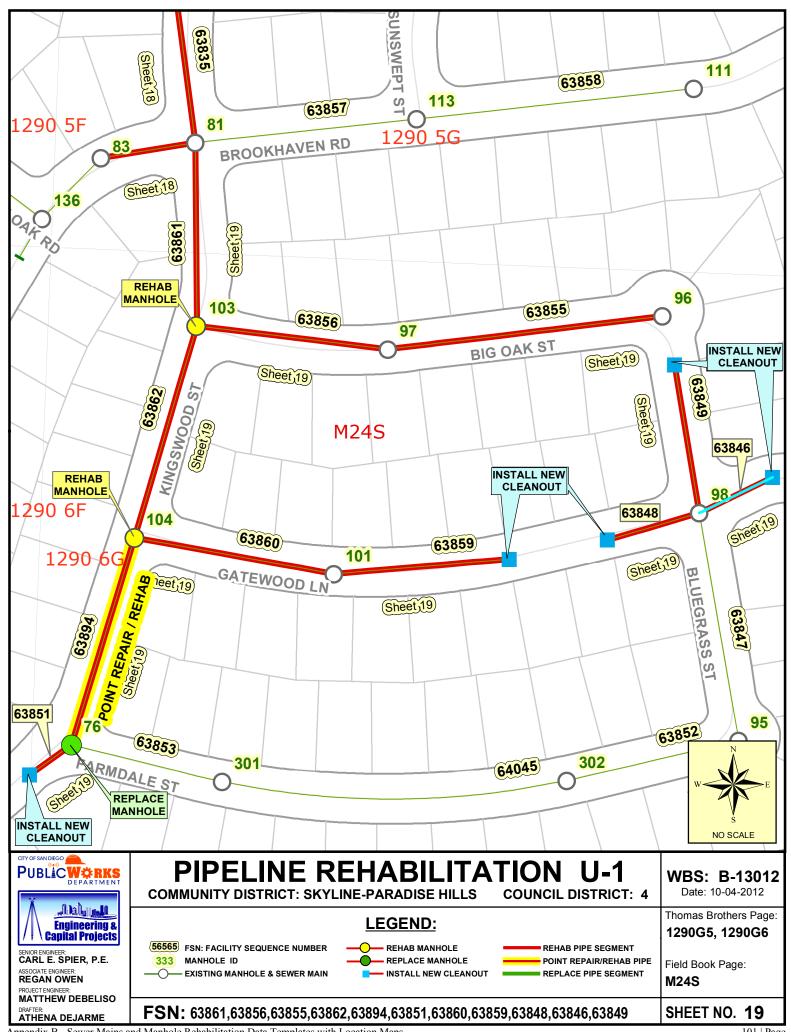


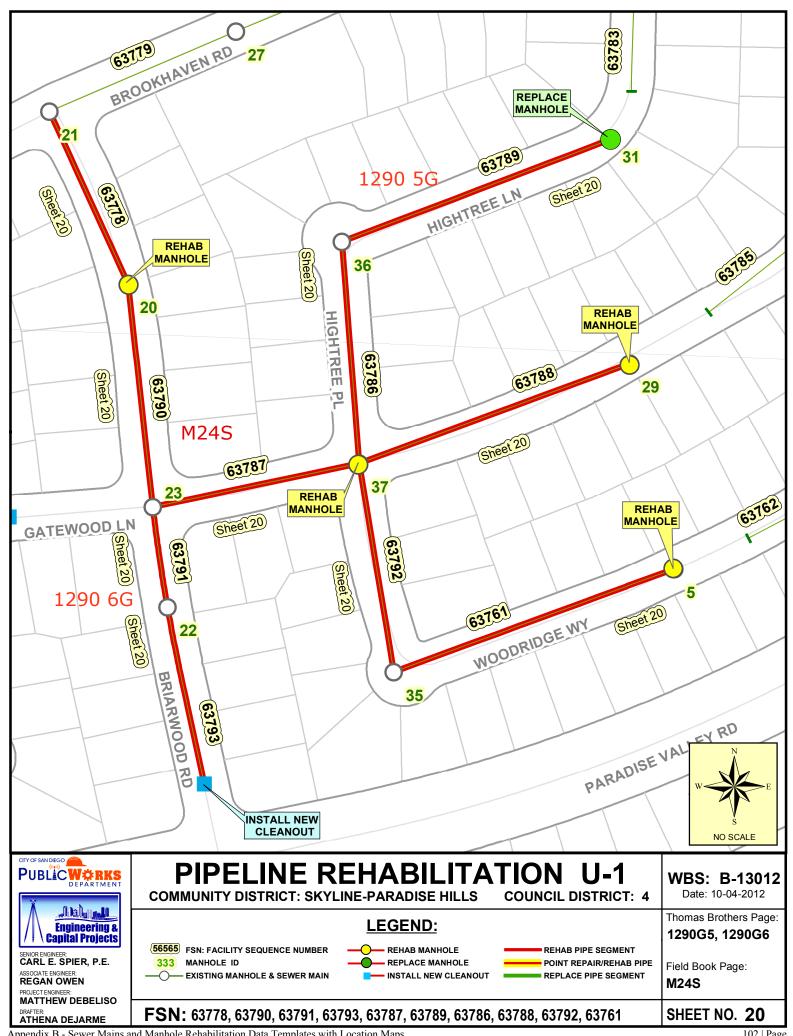


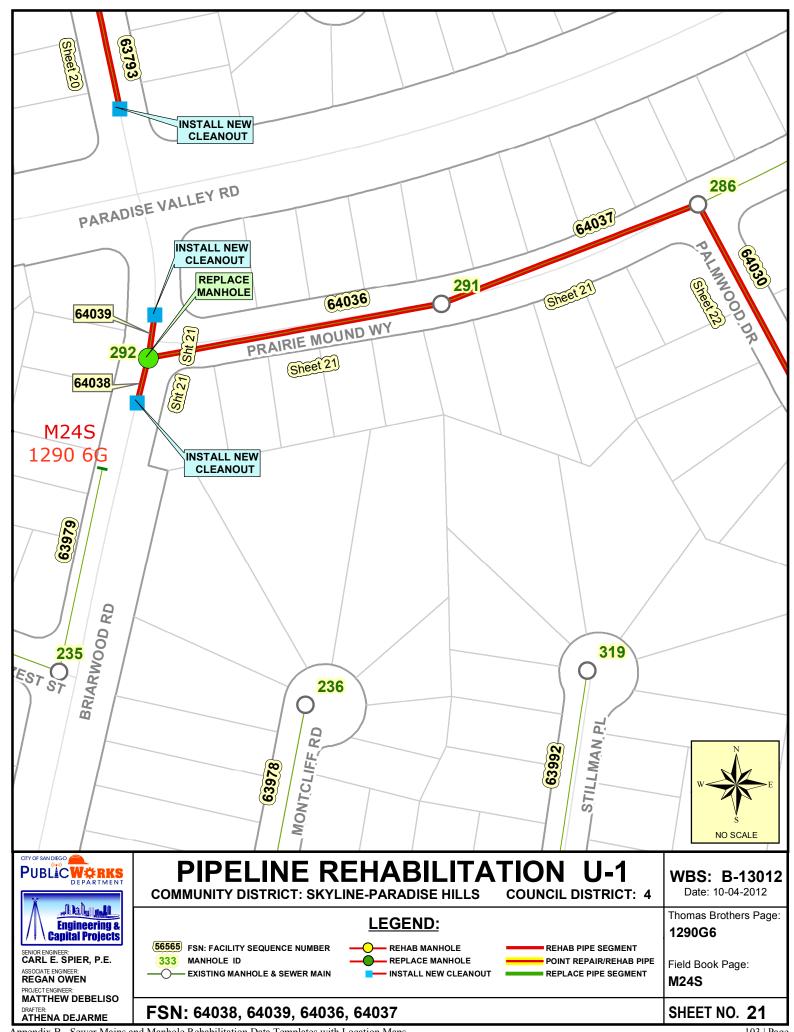


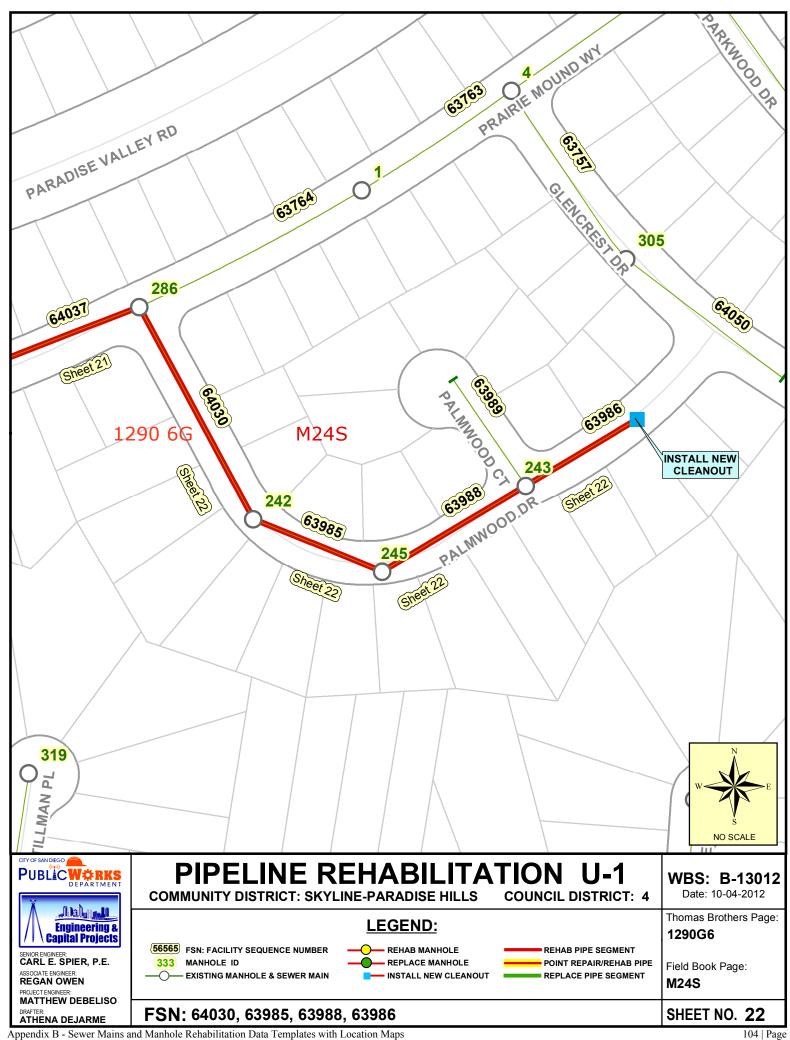


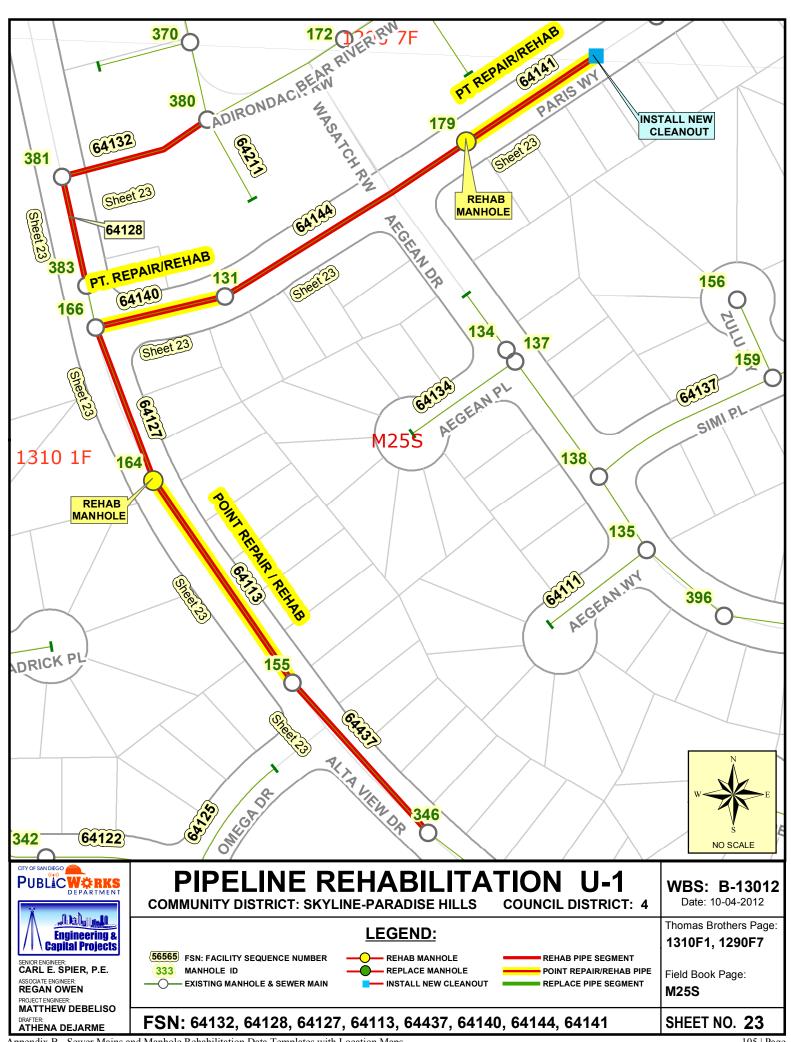


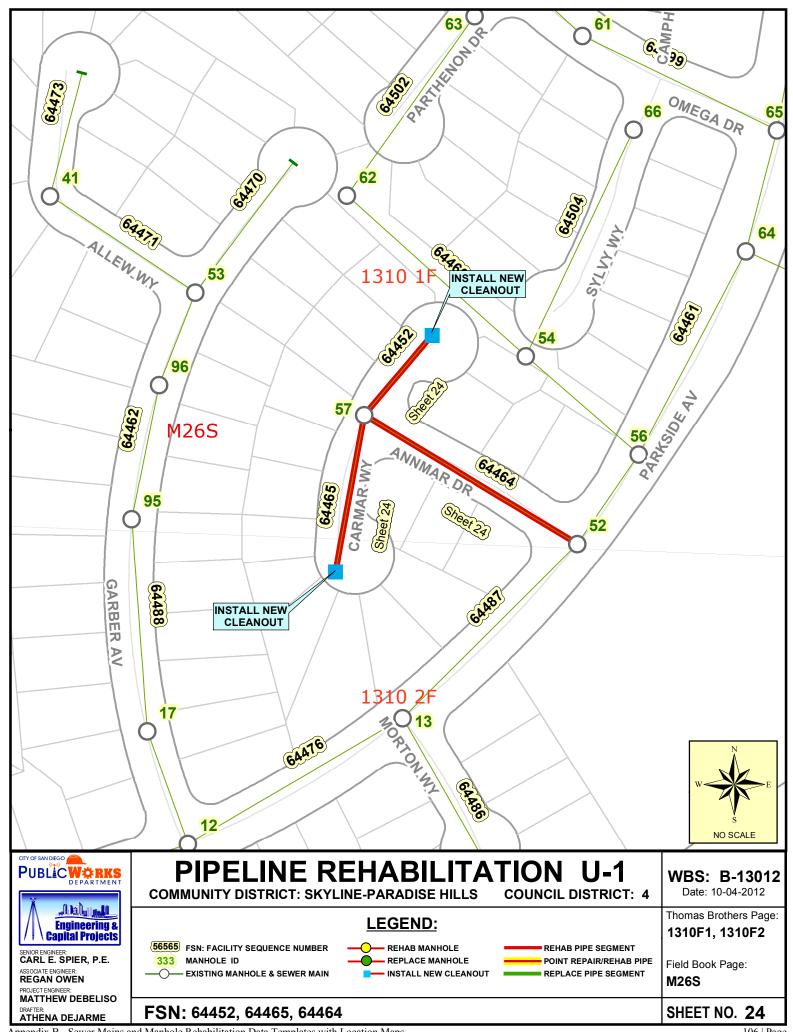


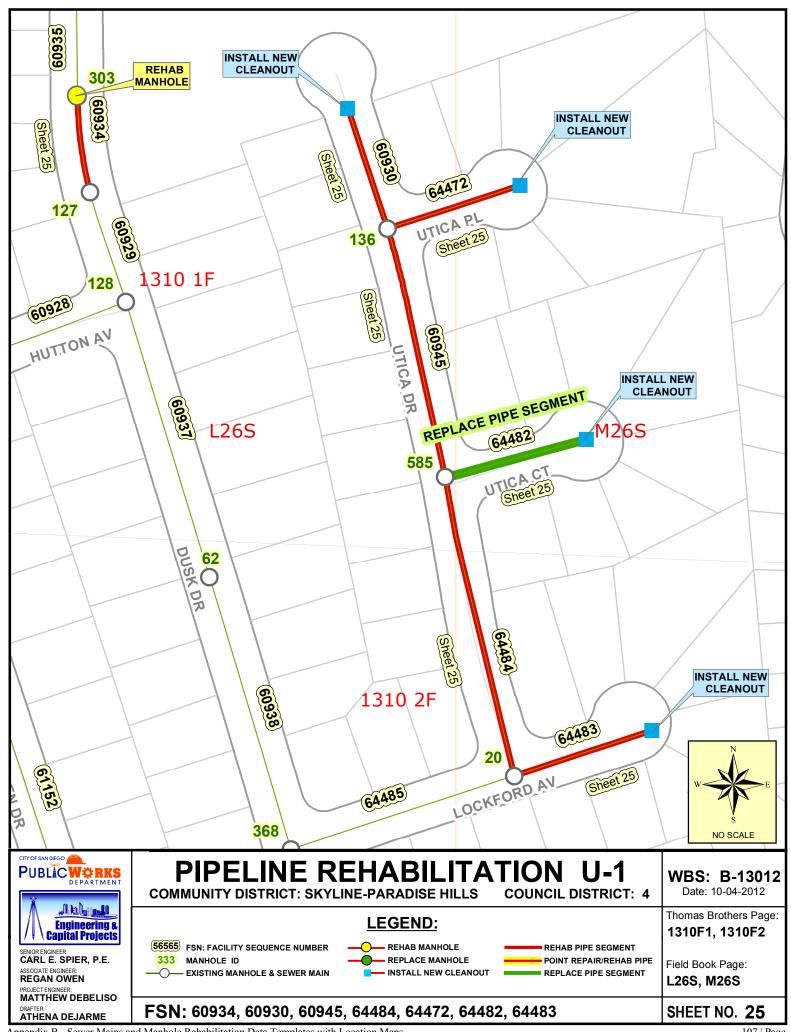


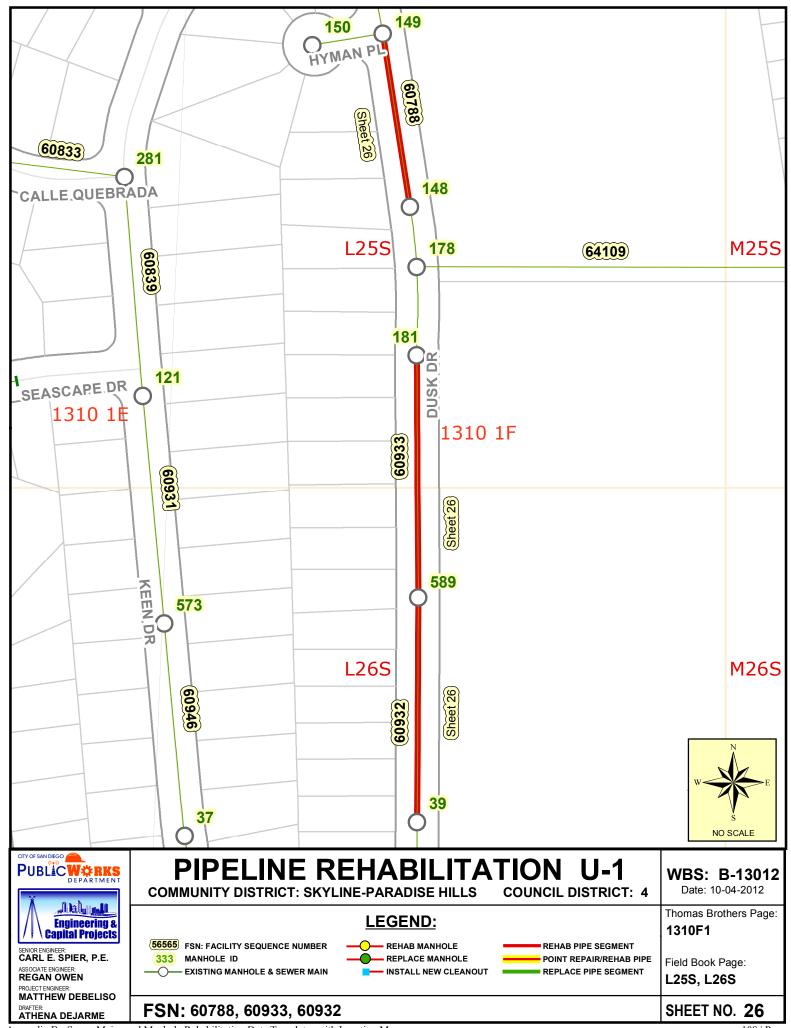


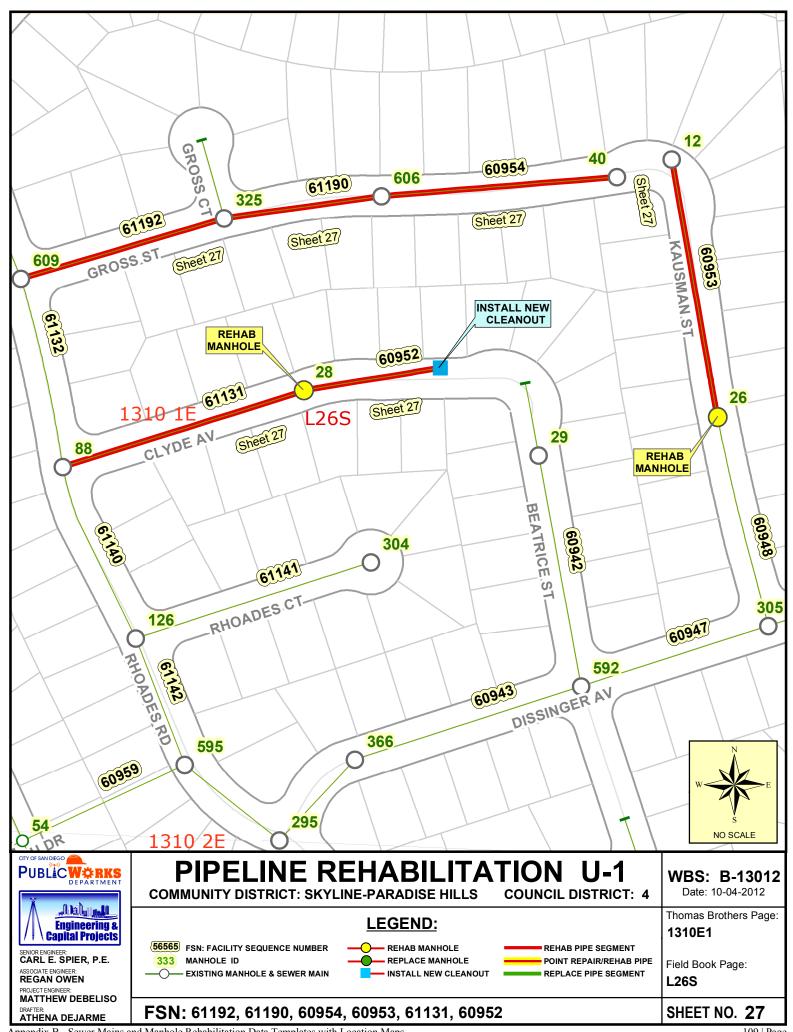


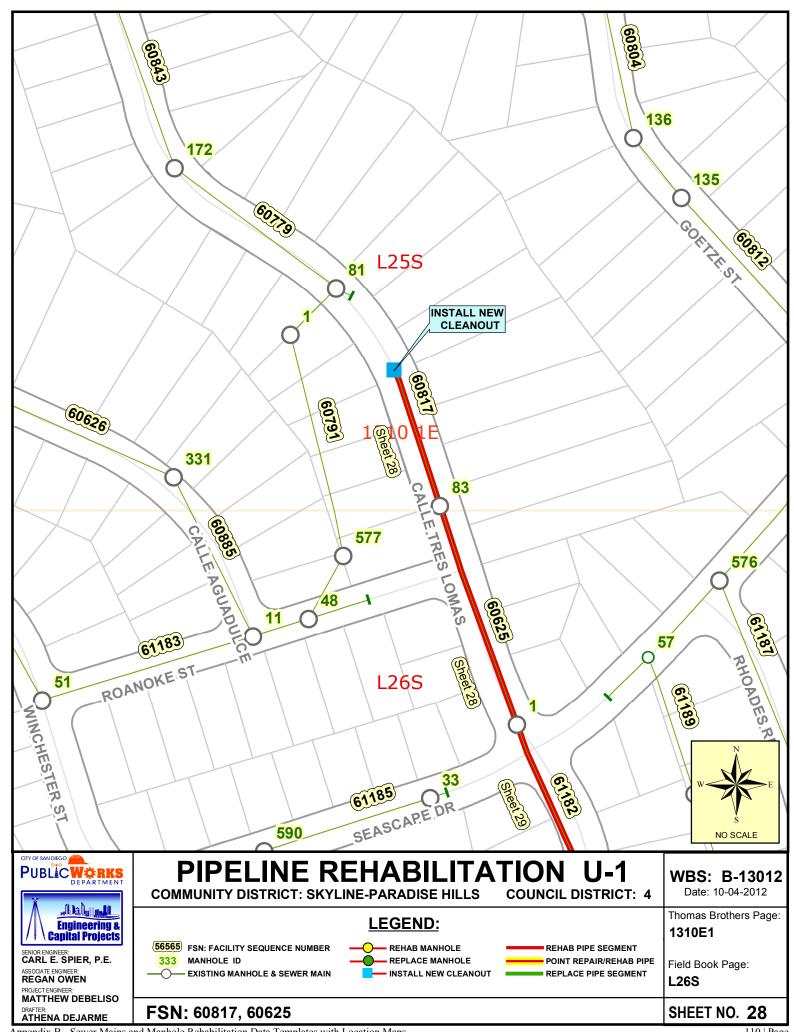


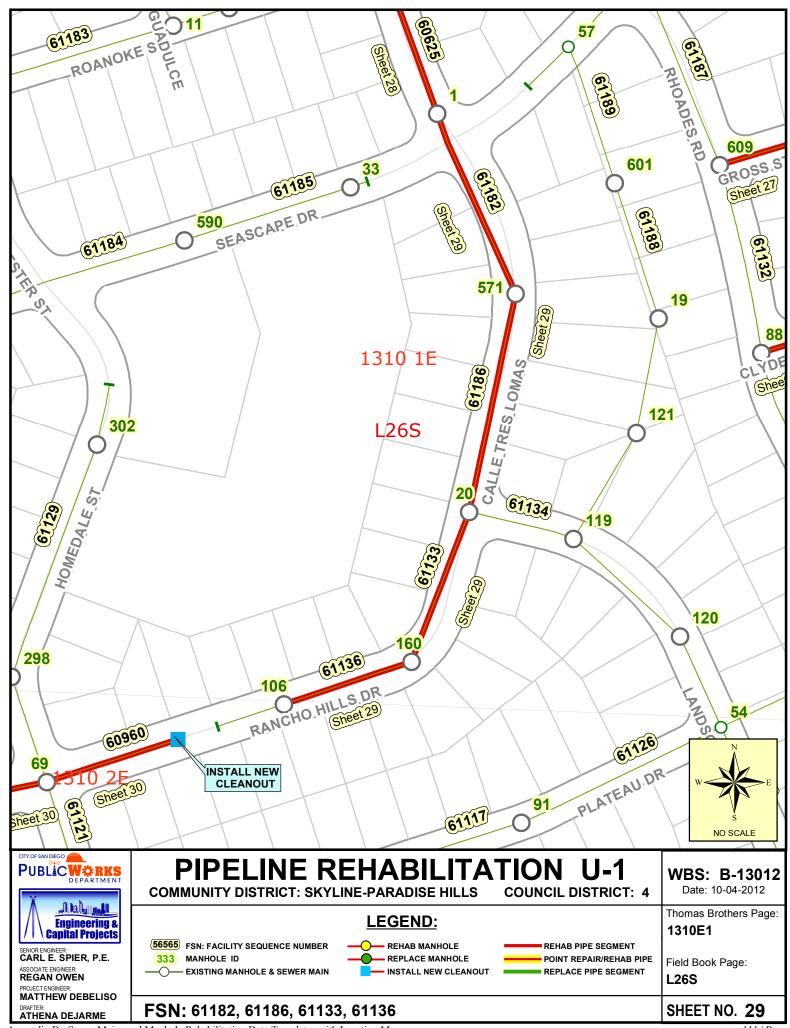


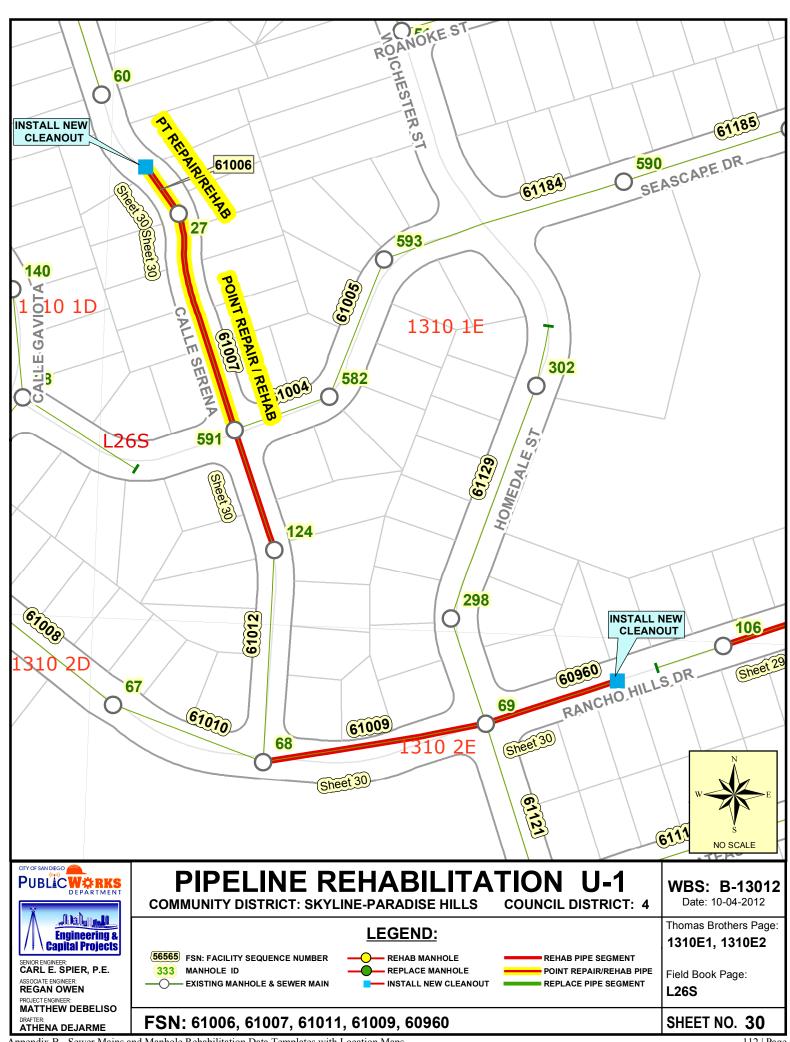


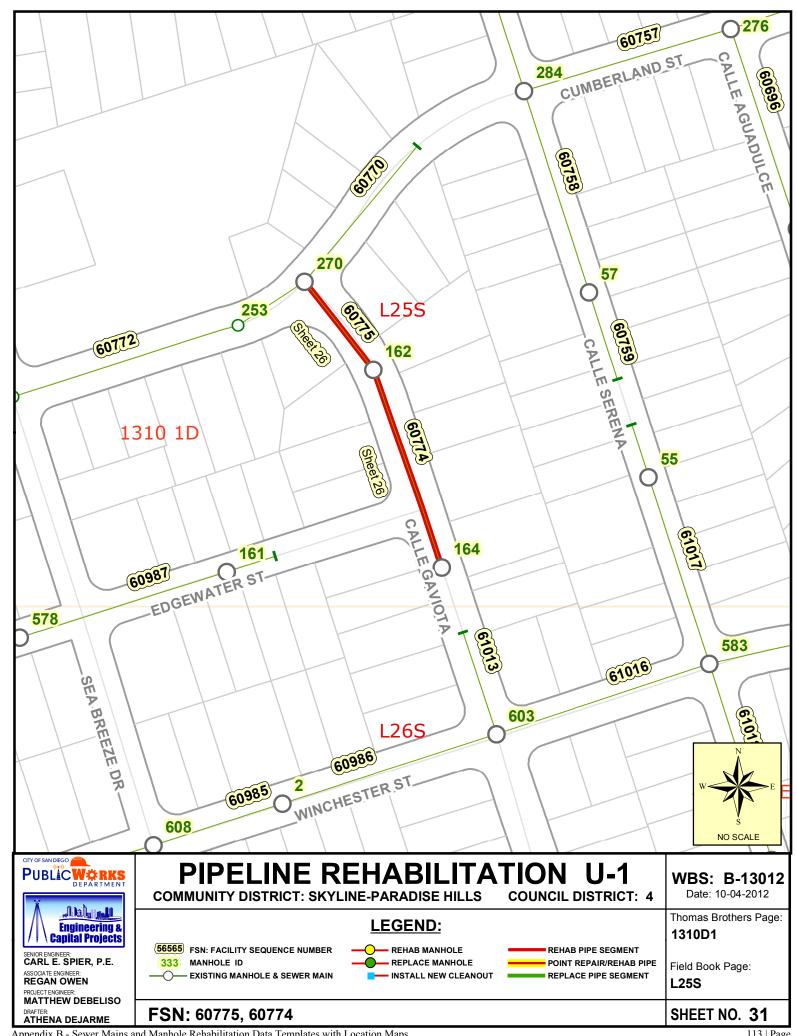


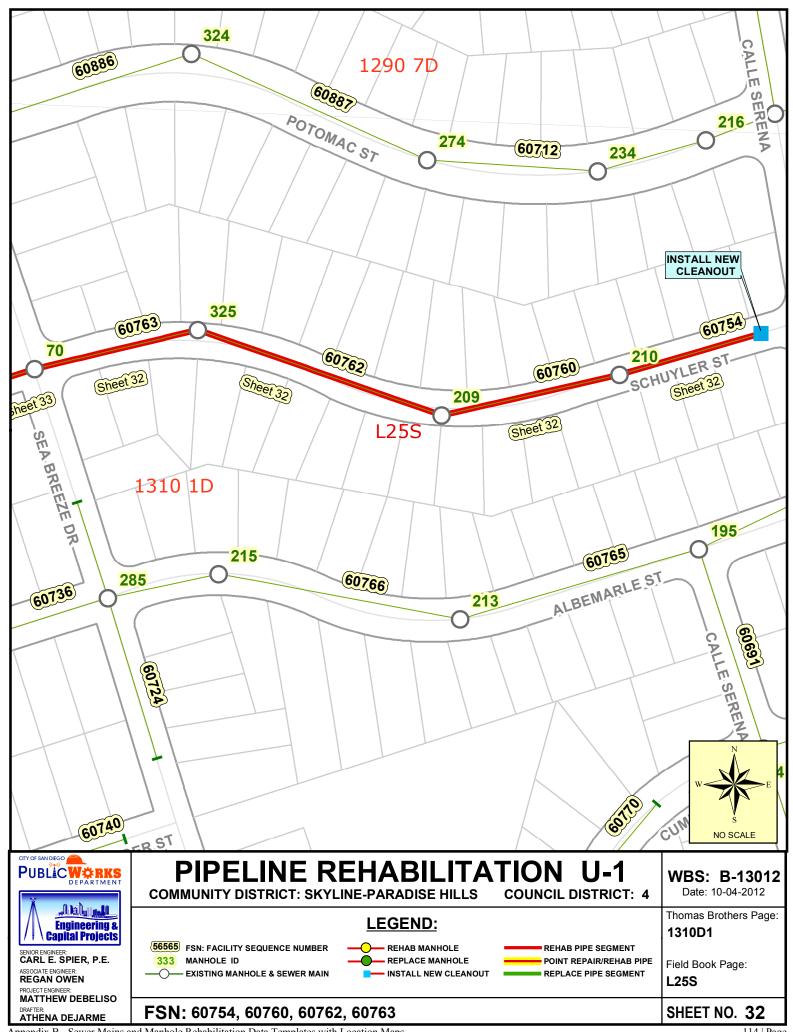


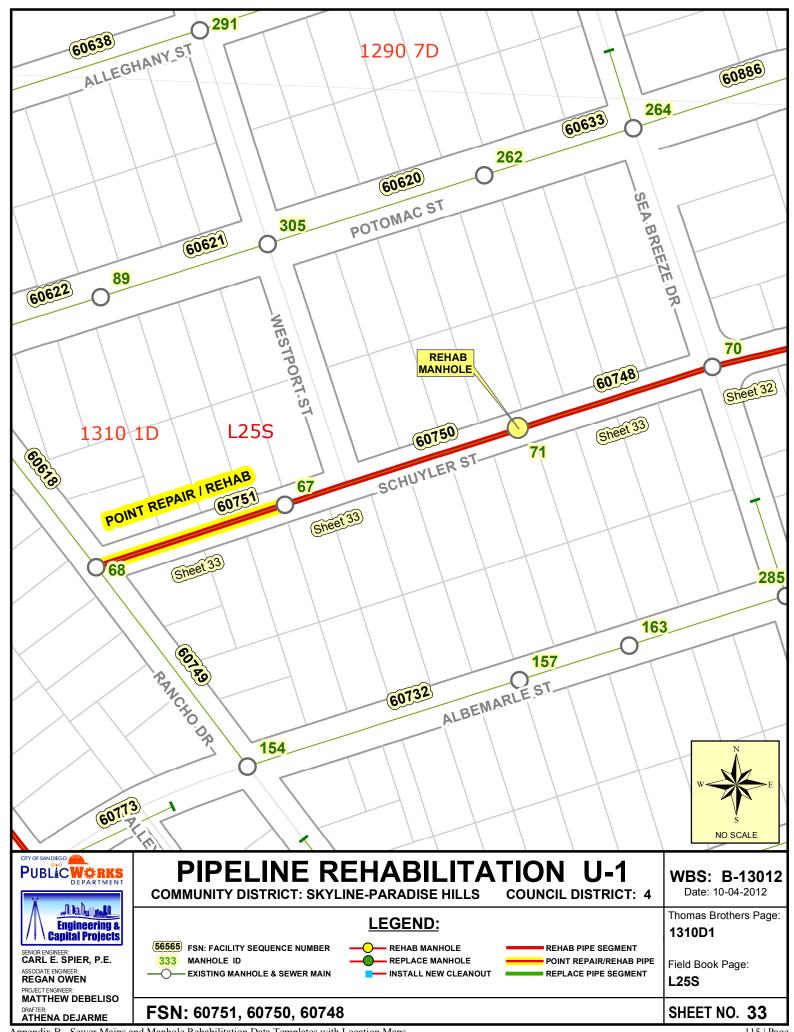


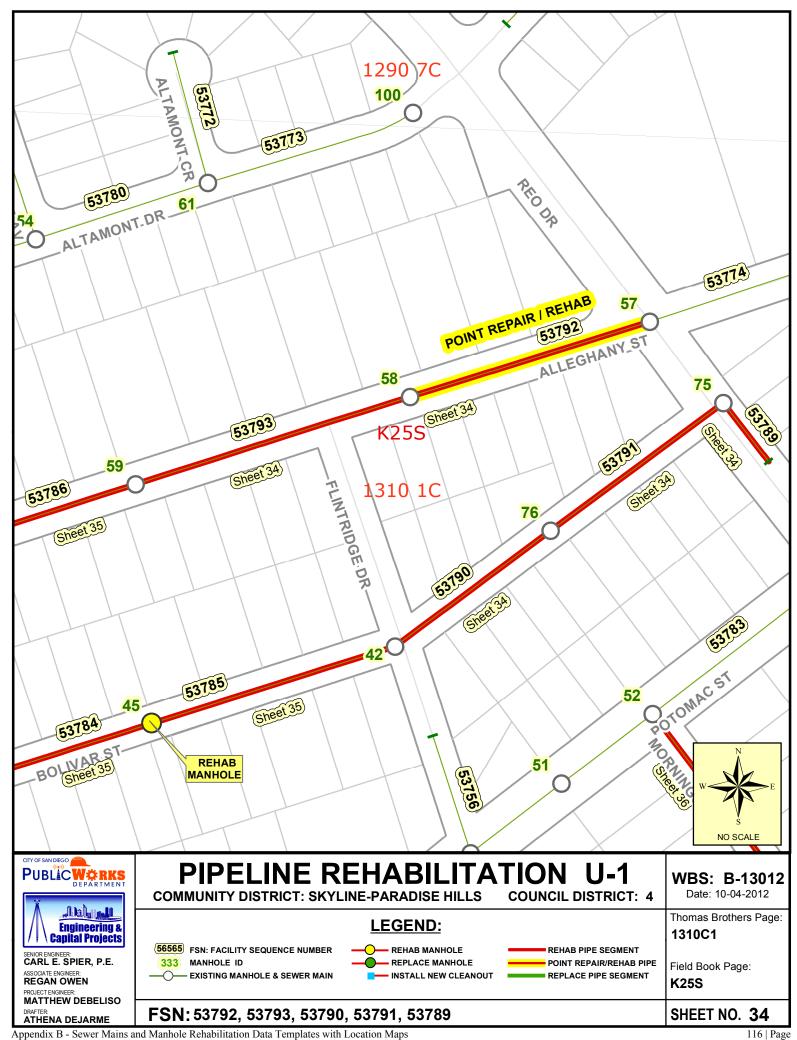


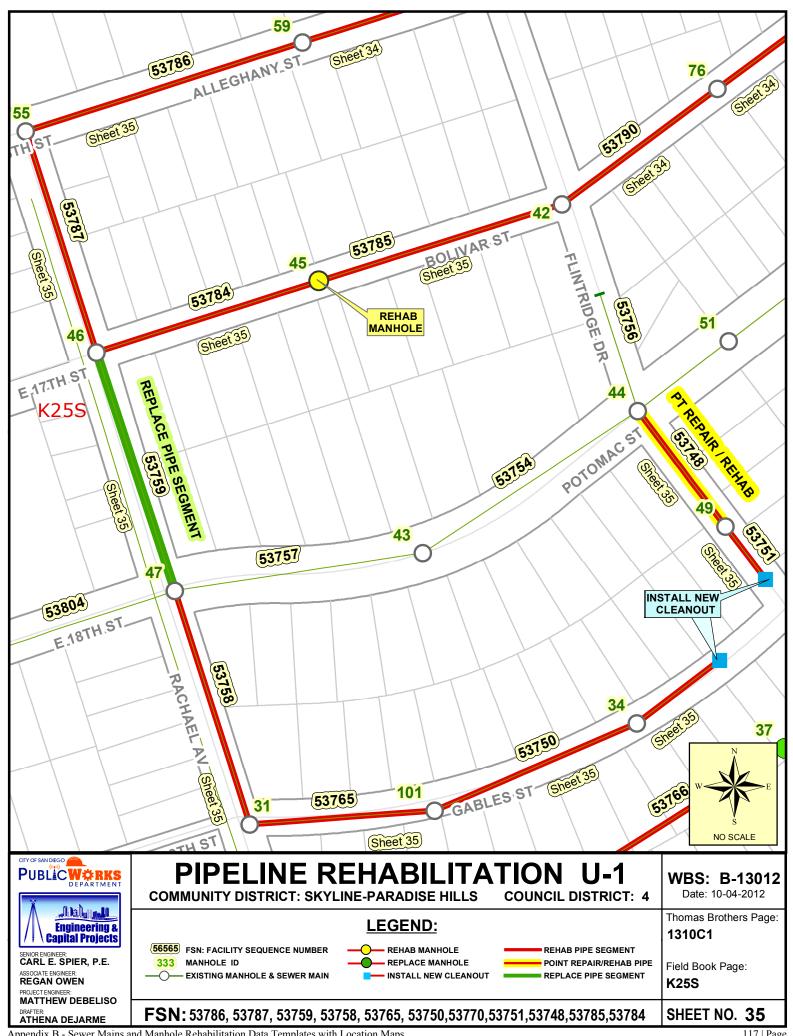


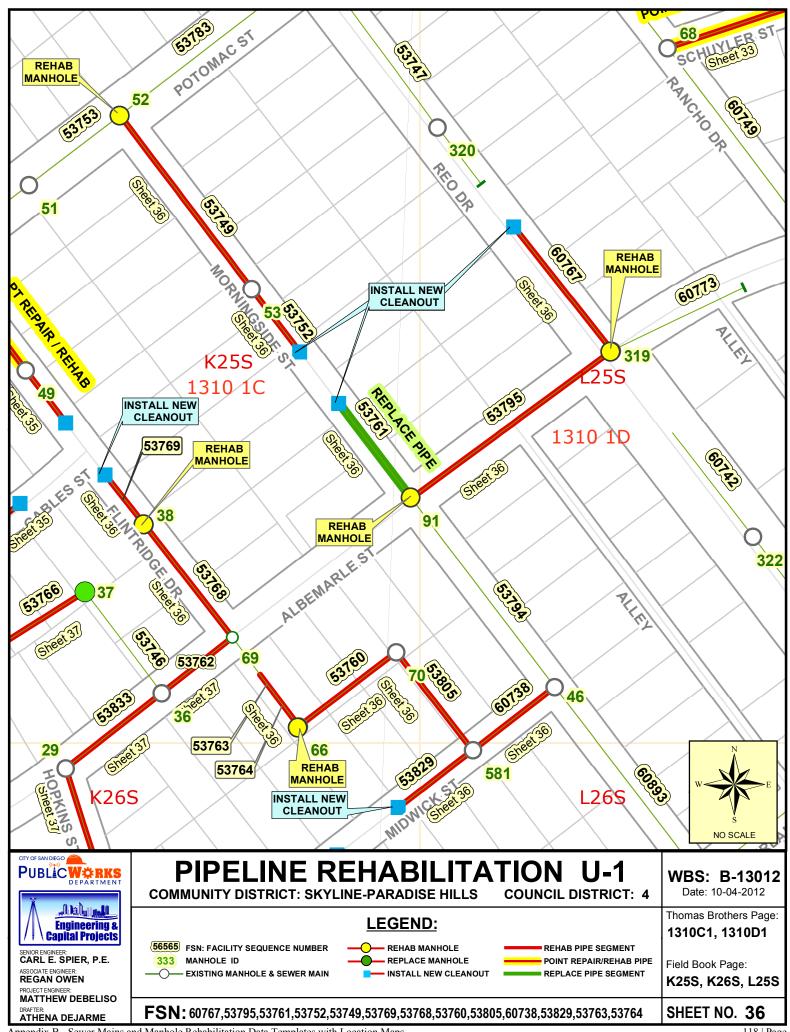


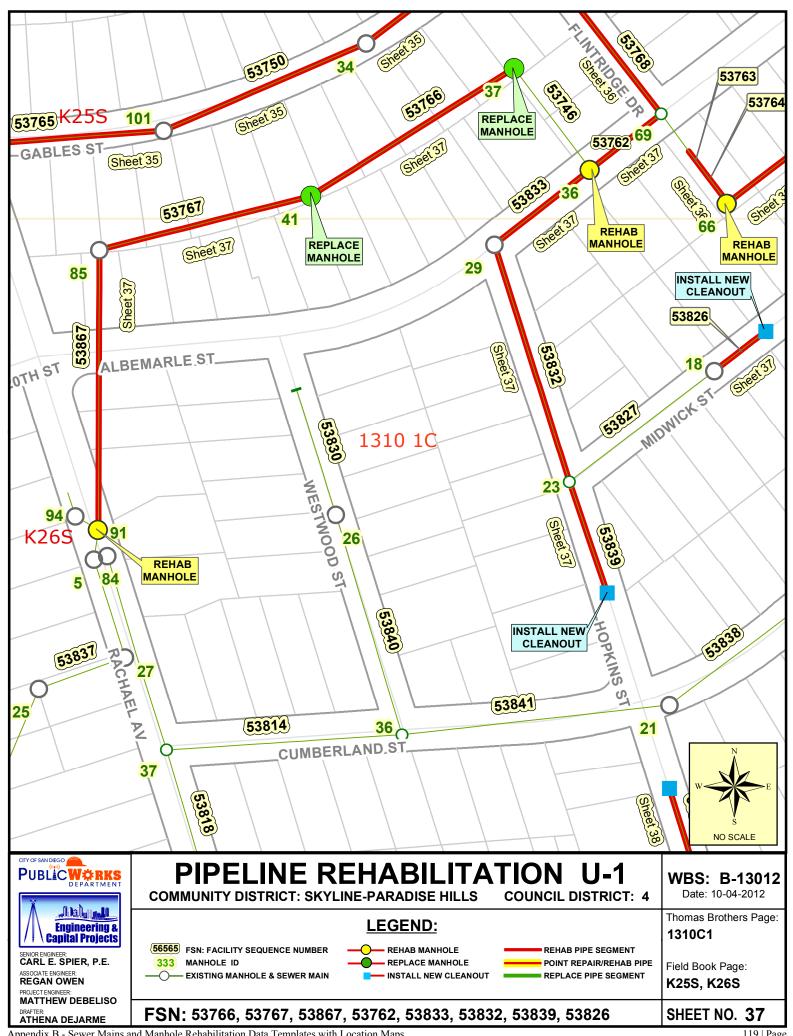


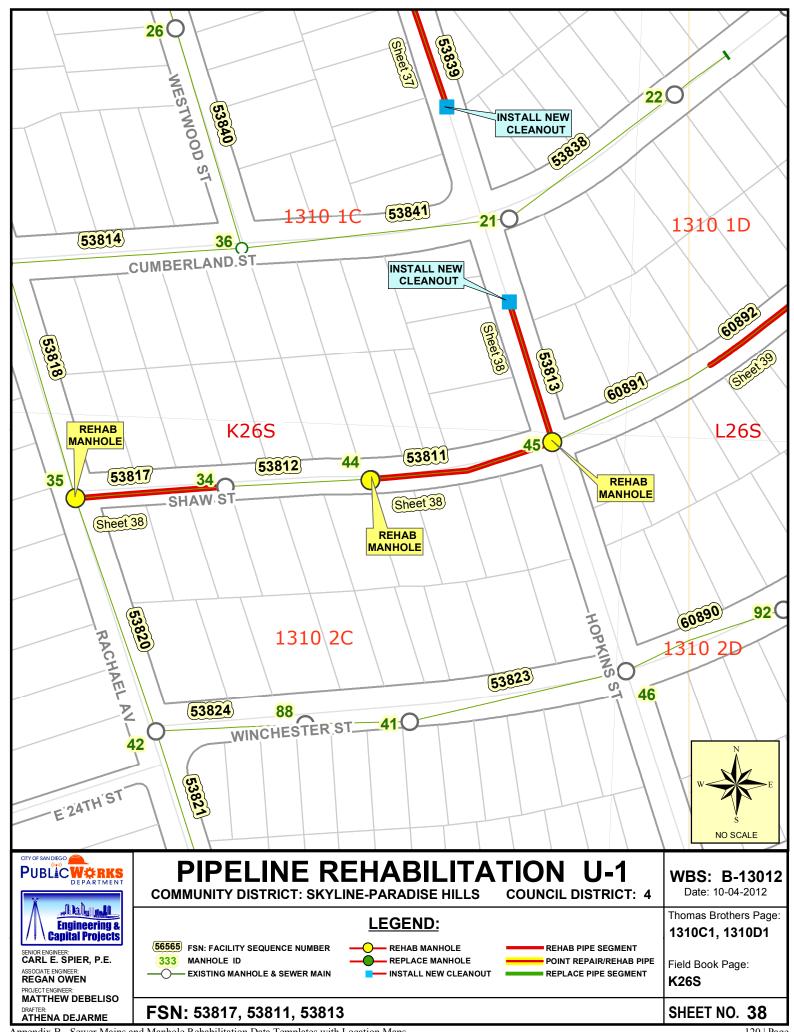


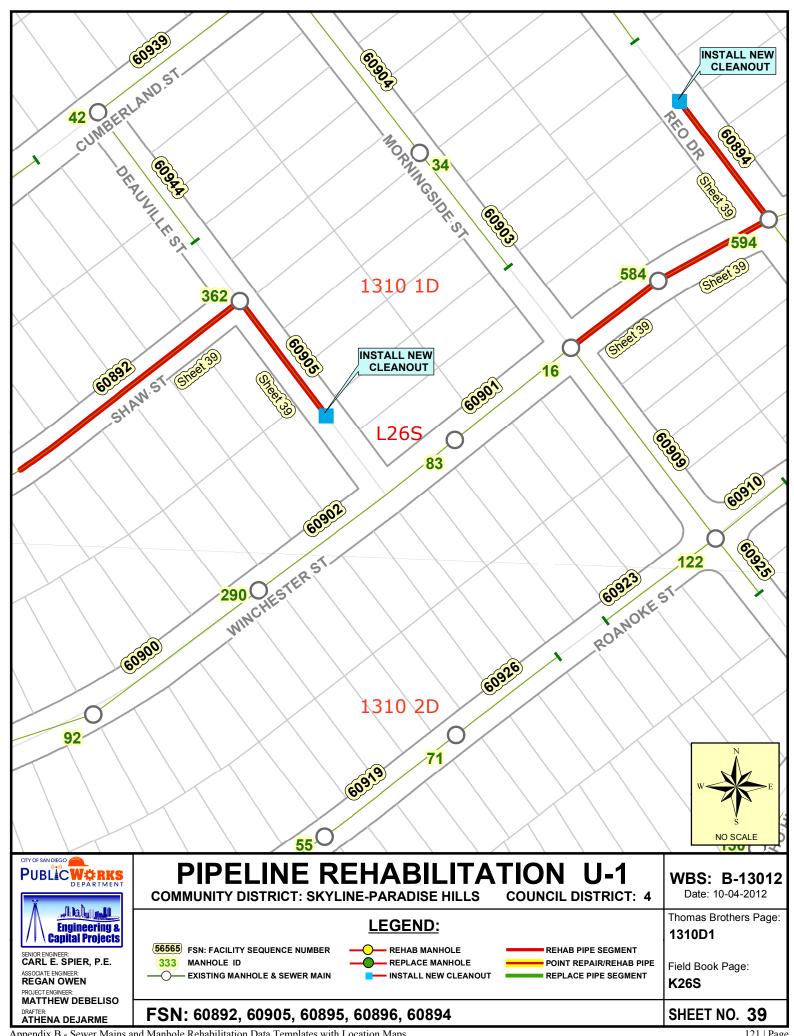


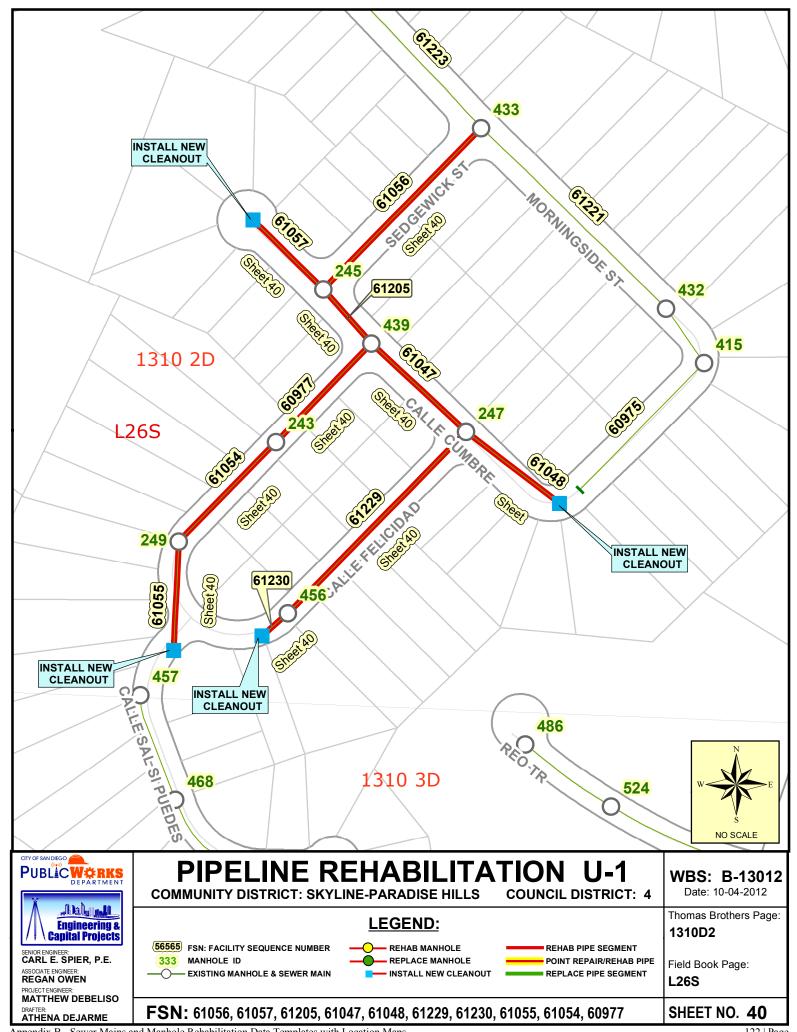












APPENDIX C

MATERIALS	TYPICALLY	ACCEPTED BY	CERTIFICATE	OF COMPLIANCE
MITTIMITE		ACCELLED	CENTITIONE	Of COMIL DIAME

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		Contracto	or's Name:	:			
Project Name:				Contractor's Address:							
	o. (WBS/IO/CC)										
	rchase Order No.					Contracto	or's Phone	#:		Invoice No.	
Resident Engineer (RE):				or's Fax #:			Invoice Date:				
	, ,								L		
RE Pho	one#:	RE Fax#:	G .			Contact N		TEL . T	Billing P		D (
Item #	Item Description	TI24		ect Authorizat			Estimate Amount		stimate	Totals t	
1	2 Parallel 4" PVC C900	Unit LF	Qty 1,380	Price \$34.00	Extension \$46,920.00	%/Q1Y	Amount	% / Q1 Y	Amount	% / Q1 Y	Amount
	48" Primary Steel Casing	LF	500		,						
	2 Parallel 12" Secondary Steel	LF	1,120	·	. ,						
	2 Taraner 12 Becondary Steel		1,120	Ψ23.00	ψ37,300.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
	Demo	LS	1	\$14,000.00	\$14,000.00						
-	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00							
8	10" Gravity Sewer	LF	10								
9	4" Blow Off Valves	EA	2	· ·	\$19,600.00						
	Bonds	LS		\$16,000.00	\$16,000.00						
	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	,	\$5,500.00						
11.2	Field Order 2	LS	7,500	· ·	\$7,500.00						
11.3	Field Order 3	LS	10,000		\$10,000.00						
11.4	Field Order 4	LS	6,500								
	Certified Payroll	LS	1		\$1,400.00						
12	CHANGE ORDERS	Lis	1	\$1,400.00	\$1,400.00						
Change		4 900									
Items 1	e Order 1	4,890			\$11,250.00						
	Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)						
	e Order 2	160,480	120	-\$33.00	(\$0,500.00)						
Items 1		100,400			\$95,000.00						
	Deduct Bid Item 1	LF	380	-\$340.00	•						
	Encrease bid Item 9	LF	8		\$78,400.00						
	e Order 3 (Close Out)	-121,500		4,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	**********						
	Deduct Bid Item 3	,	53	-500.00	(\$26,500.00)						
Item 2	Deduct Bid Item 4	LS	-1	45,000.00							
Items 3	-9		1	-50,500.00	(\$50,500.00)						
								Total			
	SUMMARY							This	\$ -	Total Billed	\$0.00
A. Orig	ginal Contract Amount						Ret	tention an	d/or Escro	ow Payment Sche	dule
B. Approved Change Order 1 Thru 3							Total Rete	ntion Requ	uired as of	this billing	
C. Total Authorized Amount (A+B)							Previous F	Retention V	Withheld in	PO or in Escrow	\Box
D. Total Billed to Date				Add'l Amt	to Withho	old in PO/I	Transfer in Escrow	:			
E. Less Total Retention (5% of D)							Amt to Re	lease to Co	ontractor fi	rom PO/Escrow:	
	Total Previous Payments						1				
	ment Due Less Retention					Contracto	or Signatu	re and Da	te:		
	naining Authorized Amount										
		1							1	•	

APPENDIX E

FIRE HYDRANT METER PROGRAM

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

1. PURPOSE

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

2. <u>AUTHORITY</u>

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

Reference

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

3. <u>DEFINITIONS</u>

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

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

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

4. **POLICY**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT	PAGE 3OF 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 40F 10	October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 5OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT	×	EFFECTIVE DATE
	PAGE 6OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
1	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 70F 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) Vehicle Mounted Meters: Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT	PAGE 8OF 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

- b) Floating Meters: Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
 - 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
 - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 9OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		1
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

7. FEE AND DEPOSIT SCHEDULES

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

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

8. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

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

Water Department Director

Tabs: 1. Fire Hydrant Meter Application

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

Distribution: DI Manual Holders

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Department Meter St	METEL	9.	
Department METER SI Caminito Cholas • San Diego, California 92105-5097 . Leter Information	HOP 619 527 7		Date: Requested Install Date:
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	9. 9.		
pecific Use of Water:			
9			
ny return to Sewer or Storm Drain, i	f so, explain:		-
			* * * * * * * * * * * * * * * * * * * *
stimated Duration of Meter Use:			Check Box if Reclaimed Water
Company Information			· · · · · · · · · · · · · · · · · · ·
Company Name: .			
Mailing Address			-
City:	State:	Zip Code:	Phone: ()
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\$1,108.45 - FOR 24 HR INSTALLATION \$1,052.26 - FOR 48 HR INSTALLATION

FHM App Created: 11/2/00-htp

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO RETURN TO SEWER:

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

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

"Exhibit C"

Date	
Name of Responsible Party Company Name and address Account Number:	
Subject: Discontinuation of Fire Hydrant M	leter Service
Dear Water Department Customer:	
ends in 60 days and will be removed on or after additional 90 days must be submitted in writing for	#, located at (Meter location address) (Date authorization expires). Extension requests for an or consideration 30 days prior to the discontinuation date. If er Departments', Department Instruction (D.I.) 55.27 for
Mail your request for an extension to:	
City of San Diego, Water Department Attn: Meter Services 2797 Caminito Chollas San Diego, Ca. 92105-5097	
Should you have any questions regarding this maxxx.	tter, please call the Fire Hydrant "Hot Line" at: (xxx) xxx-
Sincerely,	
City of San Diego Water Department	

City of San Diego Fire Hydra Relocate/R		(EXHIBIT D)	NS Req:	For Office Use Only FHM Fac #: By
Date: Meter Information	to (xxx) xxx		l-deliver to tl 107 Caminito	n then FAX both form and map the City of San Diego, Water o Chollas no, CA 92105
Billing Account #:		Requested Mov	e Date:	
Current Fire Hydrant Meter Location: New Meter Location: (Attach a detailed n	map, Thomas Bros	map location or con	struction dra	wing.)
Company Information				
Company Name:			-	
Mailing Address				
City:	State:	Zip Code:	Phone: ()
Name and Title of Requestor:		1	Phone: ()
Site Contact Name and Title		and the second	Phone: ()

Responsible Party Name authorizing relocation fee:

Fire Hydrant Meter Removal R	equest	
Check Box to Request Removal of Above Meter	Requested Removal D	ate:
Provide current Meter location if different from above:		
Signature:	Title:	Date:

For Office Use Only							
CIS Account #:	Fees Amount: \$,					
Meter Serial #:	Size: Make/Style						
Backflow #:	Size: Make/Style						
Name:	Signature: Date:						

FHM Relocate_Removal Form

Signature:

FHM App Created: 11/2/00-htp

Phone: ()

Date:

City of San Diego

CITY CONTACT: <u>Damian Singleton</u>, Contract Specialist, Email: <u>Dsingleton@sandiego.gov</u>

Phone No. (619) 533-3482, Fax No. (619) 533-3633

ADDENDUM "A"

FOR



PIPELINE REHABILITATION U-1

BID NO.:	K-13-5912-DBB-3
SAP NO. (WBS/IO/CC):	B-13012
CLIENT DEPARTMENT:	2011
COUNCIL DISTRICT:	4
PROJECT TYPE:	JA

BID DUE DATE:

2:00 PM JUNE 25, 2013 CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 1010 SECOND AVENUE, SUITE 1400, 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.

B. VOLUME 1

1. To the Contract Documents, ADD Form AA60, LIST OF WORK MADE AVAILABLE, page 3 of 3 of this Addendum.

Tony Heinrichs, Director Public Works Department

Dated: June 7, 2013

San Diego, California

TH/BD/egz

LIST OF WORK MADE AVAILABLE

List items of the Work the Bidder made available to SLBE-ELBE firms. Identify those items of the Work the Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate SLBE-ELBE participation. For each item listed, show the dollar amount and percentage of the Base Bid. The Bidder must demonstrate that enough work to meet the goal was made available to SLBE-ELBE firms.

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID

Form Title: LIST OF WORK MADE AVAILABLE

Form: AA60

Project Title:

(Rev. September 2012)

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: (619) 533-3482, Fax: (619) 533-3633

R.Owen/B.Doringo/egz

CONTRACT DOCUMENTS



FOR

PIPELINE REHABILITATION U-1

VOLUME 2 OF 2

BID NO.:	K-13-5912-DBB-3	
SAP NO. (WBS/IO/CC):	B-13012	
CLIENT DEPARTMENT:	2011	
COUNCIL DISTRICT:	4	
PROJECT TYPE:	JA	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > PHASED-FUNDING
- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

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

TABLE OF CONTENTS

Volume 2 - Bidding Documents

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

1.	Proposal	.3-6
	Bid Bond	
	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	
4.	Contractors Certification of Pending Actions	9
5.	Equal Benefits Ordinance Certification of Compliance	10
6.	Proposal (Bid)11	-14
7.	Form AA35 - List of Subcontractors	15
8.	Form AA40 - Named Equipment/Material Supplier List	16

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1)	Name under which business is conducted		
(2)	Signature (Given and surname) of proprieto	or	
(3)	Place of Business (Street & Number)		110
(4)	City and State		Zip Code
(5)	Telephone No	Facsimile No.	
IF A P	ARTNERSHIP, SIGN HERE:		
(1)	Name under which business is conducted _		
(2)	Name of each member of partnership, ind (limited):	icate character of each pa	rtner, general or special
		,	

	BIDDING DOCUMENTS
(3)	Signature (Note: Signature must be made by a general partner)
	Full Name and Character of partner
(4)	Place of Business (Street & Number)
(5)	City and State Zip Code
(6)	Telephone No Facsimile No
(1)	Name under which business is conducted Southwest Pipeline & Trenchless Corp. Signature, with official title of officer authorized to sign for the corporation: (Signature)
	(Impress Corporate Seal Here)
(3)	Incorporated under the laws of the State ofCalifornia
(4)	Place of Business (Street & Number) 22118 S. Vermont Ave.
(5)	City and State <u>Torrance</u> <u>California</u> <u>Zip Code</u> <u>90502</u>
(6)	Telephone No. 310.329.8717 Facsimile No. 310.329.0981

BOARD OF DIRECTORS RESOLUTION SOUTHWEST PIPELINE AND TRENCHLESS, CORP. January 5, 2012

The undersigned being all of the members of the Board of Directors of Southwest Pipeline and Trenchless Corp., a California Corporation, certify that the Bylaws of the corporation authorize the directors to act by unanimous consent. Pursuant to Section 307 (b) of the California General Corporation Law and the Bylaws of the corporation, the undersigned acknowledges their continuing consent to adoption of the following resolution as the act of the Board of Directors of the Corporation

RESOLVED, that Justin P. Duchaineau is authorized as President/Treasurer pursuant to the Bylaws of the corporation to sign any and all contracts, bid bonds, performance bonds, payment bonds, and other pertinent documents of a nature, for and on behalf of Southwest Pipeline and Trenchless Corp. This resolution is effective on January 5, 2012 and will remain in full force and effect for pertinent documents signed hereafter.

RESOLVED, that Robert E. Bolger is authorized as Secretary pursuant to the Bylaws of the corporation to sign any and all contracts, bid bonds, performance bonds, payment bonds, and other pertinent documents of a nature, for and on behalf of Southwest Pipeline and Trenchless Corp. This resolution is effective on January 5, 2012 and will remain in full force and effect for pertinent documents signed hereafter.

John M. Colich, Member of Board of Directors

Janine T. Colich, Member of Board of Directors

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

	ring classification(s) to pe	,		
LICENSE CLASSI	FICATION	A		
LICENSE NO	773862	EXPIRES	1/31/2014	
	fication must also be s n on the bid envelope n			Failure to show
TAX IDENTIFICA	TION NUMBER (TIN	95 - 476859!):	5	
T Mad Address	justin@swpipe	eline.com		

E-Mail Address: __

BIDDING DOCUMENTS

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature

Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 25th DAY OF June , 2013.

Notary Public in and for the County of Los Angeles , State of California

(NOTARIAL SEAL)

ROBERT BOLGER JR.
Commission # 1883724
Notary Public - California
Los Angeles County
My Comm. Expires Mar 21, 2014

BID BOND

KNOW ALL MEN BY THESE PRESENTS,		
That Southwest Pipeline and Trenchless Corp.		as Principal, and
Liberty Mutual Insurance Company heid and firmly bound unto The City of San Diego he OF THE TOTAL BID AMOUNT for the payment bind ourselves, our heirs, executors, administrators, firmly by these presents.	of which sum,	well and truly to be made, we
WHEREAS, said Principal has submitted a Bid to under the bidding schedule(s) of the OWNER's Contra		
Pipeline Rehabilitation U-1 Bid No. K-13-5912-DBB-3		
NOW THEREFORE, if said Principal is awarded a and in the manner required in the "Notice Inviting Bio of agreement bound with said Contract Documents, and furnishes the required Performance Bond and Pand void, otherwise it shall remain in full force and ef by said OWNER and OWNER prevails, said Surety such suit, including a reasonable attorney's fee to be fi	ds" enters into a furnishes the recayment Bond, the fect. In the event shall pay all cos	written Agreement on the form quired certificates of insurance, en this obligation shall be null at suit is brought upon this bond to incurred by said OWNER in
SIGNED AND SEALED, this10th	_ day of	June , 2013
Southwest Pipeline and Trenchless Corp. (SEAL) (Principal) (Signature)	By:\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	(Surety) (Signature) Attorney-in-Fac
(SEAL AND NOTARIAL ACKNOWLEDGEMENT	OF SURETY)	STAL INSU, STAL INSU, STAL INSU, 1912

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)	
) ss	
County of Los Angeles)	
appeared <u>Noemi Quiro</u> to be the person (s) who acknowledged to me tha capacity (ies) , and that by l	z, who pr ose name (s) is /a t he/ she /they ex his/ her /their signa	, Lisa L. Thornton, Notary Public , personally proved to me on the basis of satisfactory evidence are subscribed to the within instrument and executed the same in his/her/their authorized acture(s) on the instrument the person(s), or the ed, executed the instrument.
I certify under PENALTY OF paragraph is true and correc		ne laws of the State of California that the foregoing
WITNESS my hand and offic	ial seal.	
LISA L. THORNT Commission # 194 Notary Public - Calil Los Angeles Cour My Comm. Expires Jun 1	ON PORTON OR ON	Mu

(Seal)

Signature

sa L. Thornton, Notary Public

্মান 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 Corn.

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 1st day of December, 2012.









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

Fry To Pargon Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON **COUNTY OF KING**

SS

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohlo 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 Seattle, Washington, on the day and year first above written.



By: KD Riley, Notary Public, 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 attorneyin-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 Gregory W. Davenport, 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, David M. Carey, 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 _ TY INSUR NINSURA ND CAS INSUR









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

State of California)			
County of Los Ange	les) ss.			
Justin Duchain	eau	haina Cinat dad	···	
says that he or she is	Progident		y sworn, deposes naking the fores	
•			-	•
	made in the interest of, or on be	•		-
	organization, or corporation; that	•		
	directly or indirectly induced or	•	•	
•	directly or indirectly colluded, con a sham bid, or that anyone shal		•	
•	ly or indirectly, sought by agree	_		
·	orice of the bidder or any other i		• _	
•	e, or of that of any other bidder,	•	+7,	
•	ontract of anyone interested in	•	-	
	e true; and further, that the bidde	-		
	breakdown thereof, or the cont	•	• •	
-	and, and will not pax, any fee	_		
	on, bid depository, or to any men		-	
or sham bid.				
	S. Jak			
	Signed:			
ROBERT BOLGER JR. Commission # 1883724	Title: Presiden	t		
Notary Public - California 🛛 🗒				
Los Angeles County Comm. Expires Mar 21, 2014				
	Subscribed and sworn to before n	25th	June	2013
	Dubscribed and swort to before in	ic tinstay	, 01,	
		Notary Public		
		·		
	C!	SEAL)		
		- And And J		and the second second
Non-collusion Affidavit (Pipeline Rehabilitation U-			8	Page

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ON	E BOX ONL	<u>Y.</u>			_		
X	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.						
	subject of that Bidde A descrip	a complain or discrimination of the	t or pending ac ated against its	tion in a lega employees, s lution of that	l administi subcontract complaint	the Bidder has brative proceeding fors, vendors or sur, including any r	alleging uppliers.
DAVIE OF	LOCATION ,	Descript	ION OF CLAIM	Limiteation (Y/N)	Status	RESOLUTION/RE ACUION TAI	MEDIAL
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Mary Mary	WAS COUNTY OF THE PARTY OF THE		ME IN THE	
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	177			<u> </u>			
			.*			:	
Contractor Na	ame: <u>South</u>	west Pipe	eline & Tre	nchless Co	orp.		
Certified By	Jus	stin Duch	aineau		Title _	President	
		Lusk	Name		Date _	6-25-2013	
		S	Signature		_		
	W.						

USE ADDITIONAL FORMS AS NECESSARY

Contractors Certification of Pending Actions (Rev. July 2012) Pipeline Rehabilitation U-1 9 | Page

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 Fay (619) 533 3220

Pl	hone (619) 533-3948 Fax (619) 533-3220
COMPANY INFORMATION	DN
Company Name: Southwest Pipeline & Trenchless Corp.	Contact Name: J. Duchaineau
Company Address: 22118 S. Vermont Ave. Torrance, CA 90502	Contact Phone: 310.327.8717
ZZ 110 0. VOIIIOILAVA. TOTATION, OA VOOGZ	Contact Email: justin@swpipeline.com
CONTRACT INFORMATI	
Contract Title: Pipeline Rehabilitation U-1	Start Date:
Contract Number (if no number, state location): K-13-5912-DBB-3	End Date:
SUMMARY OF EQUAL BENEFITS ORDINAL	NCE REQUIREMENTS
 The Equal Benefits Ordinance [EBO] requires the City to enter into conprovide and maintain equal benefits as defined in SDMC §22.4302 for the description of Contractor shall offer equal benefits to employees with spouses and employee. Benefits include health, dental, vision insurance; pension/401(k) plans; care; travel/relocation expenses; employee assistance programs; credit une. Any benefit not offer an employee with a spouse, is not required to be offer Contractor shall post notice of firm's equal benefits policy in the workplace enrollment periods. Contractor shall allow City access to records, when requested, to confirm concontractor shall submit EBO Certification of Compliance, signed under penal NOTE: This summary is provided for convenience. Full text of the EBO as a part of desiring text for a part of desiring text for a convenience. 	luration of the contract. To comply: ses with domestic partners. bereavement, family, parental leave; discounts, child hion membership; or any other benefit. red to an employee with a domestic partner. and notify employees at time of hire and during open inpliance with EBO requirements. ty of perjury, prior to award of contract.
www.sandiego.gov/administration. CONTRACTOR EQUAL BENEFITS ORDINA	NCE CERTIFICATION
Please indicate your firm's compliance status with the EBO. The City may re	
☐ I affirm compliance with the EBO because my firm (contractor magnetic firm and the contractor ma	ust <u>select one</u> 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 Janua	ary 1, 2011, that has not been renewed or expired
☐ I request the City's approval to pay affected employees a cash eq made a reasonable effort but is not able to provide equal benefits of the availability of a cash equivalent for benefits available to spo make every reasonable effort to extend all available benefits to determine the content of the co	upon contract award. I agree to notify employees buses but not domestic partners and to continue to
It is unlawful for any contractor to knowingly submit any false information to associated with the execution, award, amendment, or administration of any contra	
Under penalty of perjury under laws of the State of California, I certify the al that my firm understands the requirements of the Equal Benefits Ordinano the duration of the contract or pay a cash equivalent if authorized by the Cit	ce and will provide and maintain equal benefits for
Justin Duchaineau / President	(NE)
Name/Title of Signatory	Signature
FOR OFFICIAL CITY USE (ONLY
Receipt Date: EBO Analyst: Approved	□ Not Approved – Reason:

rev 02/15/2011

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension		
BASE BID									
1.	1	LS	524126	2-4.1	Bonds (Payment and Performance)		\$24,000,00		
2.	5	EA	541214	3-3.2.2.1	Certified Payroll	\$ 1.00	\$5.00		
3.	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions		\$ 1,500,00		
4.	1	LS	237310	7-10.2.6	Traffic Control		\$ 10,000.00		
5.	1	LS	237110	9-3.4.1	Mobilization		\$10,000.00		
6.	1	AL		9-3.5	Field Orders - Type II		\$100,000.00		
7.	35,000	SF	237310	302-4.12.4	Rubber Polymer Mcdified Slurry (RPMS) Type II and Striping	\$.50	\$ 17,500.00		
8.	3	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$ 60.00	\$ 180.00		
9.	4	EA	237310	303-5.10.2	Curb Ramp Type A with Stainless Steel Detectable Warning Tiles	\$ 21075.00	\$ 8300.00		
10.	3	EA	237310	303-5.10.2	Curb Ramp Type C2 with Stainless Steel Detectable Warning Tiles	\$ 2,000.00	\$ 6,000,00		
11.	1	EA	237310	303-5.10.2	Curb Ramp Case B with Stainless Steel Detectable Warning Tiles	\$2,050.00	\$2,050.00		
12.	1	LS	237110	306-1.1.6	Trench Shoring		\$10,000.00		
≒13.	. 50	CY	237110	306-1.2.1.1	Additional Bedding	\$ 62.00	\$ 3,/00.00		
14.	40	TON	237310	306-1.5.1	Temporary Resurfacing	\$ /00.00	\$4,000,00		
. 15.	3,680	TON	237110	306-1.6	Imported Backfill	\$ 1,00	\$ 3,680.00		

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
16.	51	EA	237110	306-1.6	Sewer Main Cleanout	\$ 2,700.00	\$137,700,00
17.	676	LF	237110	306-1.6	8-Inch Sewer Main	\$ 81.00	\$ 54,756.00
18.	15	EA	237110	306-1.9.1	4-Inch Sewer Lateral & Cleanout (Street)	\$ 2,500,00	\$37,500.00
19.	9	EA	237110	306-1.8.6	Manholes (3' x 4')	\$ 6,500.00	\$58,500,00
20.	49,222	LF	237110	306-9.7	Video inspecting pipelines for Acceptance	\$.40	\$ 19,688.80
21.	1,153	EA	237110	306-9.7	Video inspecting laterals for Acceptance	\$ 60.00	\$ 69,180,00
22.	2	EA	541370	309-4	Survey Monuments	\$ 500.00	\$ 1,000,00
23.	47,868	LF	237110	500-1.1.9	Rehabilitate 8-Inch Sewer Main	\$ 17.00	\$813,756.00
24.	1,354	LF	237110	500-1.1.9	Rehabilitate 10-Inch Sewer Main	\$ 18.00	\$ 24,372.00
25.	15	EA	237110	500-1.2.7	Point Repair for Existing 8-Inch Sewer Main	\$ 7,800.00	\$ 4200.50 42,0
26.	45	EA	237110	500-1.6.6	Point Repair for Service Laterals	\$ 1,800.00	\$81,000.00
27.	1,153	EA	237110	500-1.6.6	Service Lateral Connection	\$ 820.00	\$ 945,460.00
28.	1,153	EA	237110	500-1.6.6	Service Lateral Rehabilitation	\$ 1,465.00	\$1,689,145,00
29.	18	EA	237110	500-2.10.2	Rehabilitate Existing Manhole	\$1,325.00	\$ 23,850.00
30.	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$ 800,00
31.	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation		\$2,005.00
32.	1	LS	237110	704-4	Sewage Bypass and Pumping Plan (Diversion Plan)		\$7,500.00
		****	**********		ESTIMATED TOTAL	AL BASE BID:	\$4,208,527.80

00.00

TOTAL BID PRICE FOR BID (Items 1 through 32 inclusive) amount written in words:
Four Million Two Hundred Eight Thousand Five Hundred Twenty Seven Dollars and Eighty Cents.
The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being non-responsive . The following addenda have been received and are acknowledged in this bid:
The names of all persons interested in the foregoing proposal as principals are as follows:
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: 2118 S. Vermont Ave., Torrance, CA. 90502
Place of Residence: Los Angeles, CA
Signature: / wett

Proposal (BID) (Rev. July 2012) Pipeline Rehabilitation U-1

NOTES:

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

LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	THE STATE OF THE S	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SFBE, SDB, WSSB, HUBZone, OR, SDVOSB	WHERE CERTIFIED 2	CHECKIF JOINT VENTURE* PARINERSHIP
Name: Terra West Address: 1061 Tierra Del Rey #204 City: Chala Vista State: CA Zip: 91910 Phone: 619-591-1007	Designer	WPCP	\$495.00	SLBE	city of San Orego	
Name: Arthur Orliz Address: POBOX (2//77 City: Chula Vista State: CA Zip: 9/9/2 Phone: 6/9-94/-1030	Constructor	CURB/RAMPS	\$16,500.00	SLBE	City of San Diego	
Name: Tunnelworks Services Address: 13502 H. Whittier BLVO City: Whittier State: Ch Zip: 90605 Phone: 562-201-4036	Constructor	Clean/CCTV/ Latral Locate	\$131,365.53	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		

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

are to be	CTTT	Constant Control of the Constant Consta	0.47 mp.43.70
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	CAD ₀ GS	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.

Form Title: LIST OF SUBCONTRACTORS

(Rev. July 2012)

Form Number: AA35

LIST OF SUBCONTRACTORS

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

NAME ADDRESS AND TELEPHONE NUMBER. OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER 12		DOLLAR VALUE OF SUBCONTRACT	MBE WRE DBE DVBE OBL ELBE SLBE SDB WOSB, HUBZORC OR SDVOSB	WHERE SERVICES OF THE SERVICES	THE STATE OF THE PARTY OF THE P
Name: Zebron Address: PO. Box 2874 City: Newport Beach State: CA Zip: 92659 Phone: 7/4-632-6690	constructor	MH Rehab	\$23,850.00	088		
Name: Easyflon/ Address: 13682 Lindamere Ln City: San Dieg D State: CA Zip: 92/28 Phone: 909-908-7300	constructor	Lateral Lining	\$899,340.00	SLBE	City of San Diego	
Name: SC Valley Address: 656 Front-St City-FL CAJON State: CA Zip: 92020 Phone: 619-444-2366	Constructor	Point Repairs/ Manholes/ Clean-outs	\$1,245,355.°°	OBE		

O 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 California Public Utilities Commission	CITY CPUC	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council	CALTRANS 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.

Form Title: LIST OF SUBCONTRACTORS

(Rev. July 2012)

Form Number: AA35 Pipeline Rehabilitation U-1

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**, 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'S UPPLIER	MATERIALS OR SUPPLIES	DOTLARVALUE OF MATERIAL OR SUPPLIES	SUPPLIER:	MANUFACTURER	MBE, WBE DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ©	CERTIFIED@
Name:						
Name: Address: City: Zip: Phone:						
Name:						

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.

Form Title: NAMED EQUIPMENT/MATERIAL SUPPLIER LIST (Rev. July 2012)

Form Number: AA40 Pipeline Rehabilitation U-1