

City of San Diego

CONTRACTOR'S NAME: Burtech Pipeline Incorporated
ADDRESS: 102 Second Street, Encinitas, CA 92024
TELEPHONE NO.: (760) 634-2822 **FAX NO.:** (760) 634-2415
CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491
G. Torres / A. Jaro / B. Richardson

BIDDING DOCUMENTS



FOR

REMAINING SMALL DIAMETER CI WATER PH 3

BID NO.: K-20-1913-DBB-3
SAP NO. (WBS/IO/CC): B-17091
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 1, 2, 3, 4, 7
PROJECT TYPE: KB

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

2:00 PM

MARCH 03, 2020

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

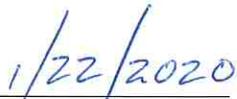
<http://www.sandiego.gov/cip/bidopps/index.shtml>

ENGINEER OF WORK

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



For City Engineer



Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	Within 24 Hours of Bid opening	5 APPARENT LOW BIDDERS
7.	SLBE Good Faith Effort Documentation	Within 3 working days of bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	Within 3 working days of bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.	Within 3 working days of bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	Phased Funding Schedule Agreement (when required)	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	Pre-Award Schedule (Phased Funded Contracts Only)	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
12.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
13.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	APPARENT LOW BIDDER
14.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	APPARENT LOW BIDDER
15.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Remaining Small Diameter CI Water pH 3**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$3,859,000**.
4. **BID DUE DATE AND TIME ARE:** March 03, 2020 at 2:00 PM
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A** or **C-34**.
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. 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	9.4%
2. ELBE participation	12.9%
3. Total mandatory participation	22.3 %
 - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - 7.2.2. Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on a Universal Serial Bus (USB) Type-A, Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.

8. AWARD PROCESS:

- 8.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 8.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- 8.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- 8.4.** The low Bid will be determined by the Base Bid plus all the Alternates.
- 8.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone; or for the Base bid plus one or more alternates.

9. SUBMISSION OF QUESTIONS:

- 9.1.** The Director (or Designee) of 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. Any questions related to this solicitation shall be submitted to:

Public Works Contracts
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Juan E. Espindola

OR:

JEEspindola@sandiego.gov

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

10. PHASED FUNDING: For Phased Funding Conditions, see Attachment B.

11. ADDITIVE/DEDUCTIVE ALTERNATES:

11.1. The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.

11.2. For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors'

prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.

2.1. BIDDERS MUST BE PRE-REGISTERED with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.

2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.

2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.

2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.

2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.

2.6. RECAPITULATION OF THE WORK. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.

2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

3.3. The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.

3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. 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.

4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant

to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

5.1. **Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg>

5.2. 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.

6. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

7. INSURANCE REQUIREMENTS:

7.1. 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.

7.2. Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

8. 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") http://www.greenbookspecs.org/	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2018	PWPI010119-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2018	PWPI010119-04

Title	Edition	Document Number
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 4 (CA MUTCD Rev 4) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI030119-08
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above.</p>		

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **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.
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
12. **SUBCONTRACTOR INFORMATION:**
- 12.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who 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 state within the description, whether the

subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed 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 may 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 for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor - regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

12.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.

13. SUBMITTAL OF "OR EQUAL" ITEMS: See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

14. AWARD:

14.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

14.2. 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.

14.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.

15. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.

16. 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 Contracts.

17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED: 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.

18. 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 within these documents.

19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:

19.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond

payable to the City of San Diego for an amount of not less than 10% of the total bid amount.

- 19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours shall cause the bid to be rejected and deemed **non-responsive**.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.

- 20.6. The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 20.7. Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 20.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

21. BID RESULTS:

- 21.1. The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 21.2. To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

22. THE CONTRACT:

- 22.1. 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.
- 22.2. 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.
- 22.3. 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.
- 22.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the

Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

- 22.5.** 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 and approval as to form by the City Attorney's Office. 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.
- 23. 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 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", 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.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** 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.

24.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

24.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

25.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.

25.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Burtech Pipeline Incorporated, a corporation, as principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Three Million Six Hundred Fourty Four Thousand Six Hundred Eighty Dollars and Zero cents (\$3,644,680.00) for the faithful performance of the annexed contract, and in the sum of Three Million Six Hundred Fourty Four Thousand Six Hundred Eighty Dollars and Zero cents (\$3,644,680.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of 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 Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 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.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

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

Dated MARCH 25, 2020

Approved as to Form

BURTECH PIPELINE, INCORPORATED

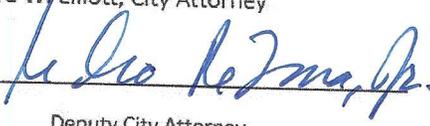
Principal

By 

DOMINIC J. BURTECH, JR., PRESIDENT

Printed Name of Person Signing for Principal

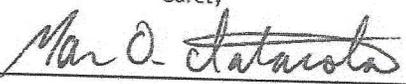
Mara W. Elliott, City Attorney

By 

Deputy City Attorney

NORTH AMERICAN
SPECIALTY INSURANCE COMPANY

Surety

By 

MARK D. IATAROLA, Attorney-in-fact

Approved:

By 

Stephen Samara
Principal Contract Specialist
Public Works Department

777 SOUTH FIGUEROA STREET, SUITE 3700

Local Address of Surety

LOS ANGELES, CA 90017

Local Address (City, State) of Surety

213/337-3078

Local Telephone No. of Surety

Premium \$ 24,575.00 PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Bond No. 2298732

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On 3/25/2020 before me, Jennifer Caulfield, notary public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Jennifer Caulfield
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Performance Bond, Labor and
(Title or description of attached document)
Materialmen Bond 2298732
(Title or description of attached document continued)
Page 2e
Number of Pages _____ Document Date 3/25/2020

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

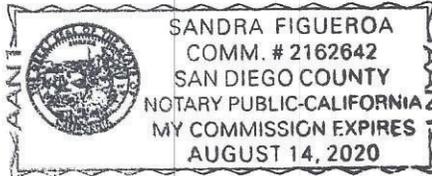
County of SAN DIEGO

}

On 3/25/2020 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

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

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature *Sandra Figueroa*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION GENERAL POWER OF ATTORNEY

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

JOHN G. MALONEY, HELEN MALONEY, SANDRA FIGUEROA, MARK D. IATAROLA, JESSICA SCHMAL
AND TRACY LYNN RODRIGUEZ JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

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

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



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

[Signature of Steven P. Anderson]

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

[Signature of Mike A. Ito]



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19TH day of JUNE, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 19TH day of JUNE, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature of M. Kenny]
M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of MARCH, 20 20.

[Signature of Jeffrey Goldberg]

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

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK:** Construction consists of the installation (replace in place) of existing cast iron water mains with new 8 inch and 12 inch PVC pipes. Associated improvements will include water services, fire hydrants, blow off valves, air vacuum valves, curb ramps, street resurfacing, and other work and appurtenances in accordance with specification.
 - 1.1.** The Work shall be performed in accordance with:
 - 1.1.1.** The Notice Inviting Bids and Plans numbered **40035-01-D** through **40035-33-D**, inclusive.
- 2. LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**.
- 3. CONTRACT TIME:** The Contract Time for completion of the Work, shall be **304 Working Days**.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:

1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT."

1.2. Contractor's failure to perform any of the following may result cancelling the award of the Contract:

1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.

1.2.2. Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

2. POST-AWARD

2.1. Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.

2.2. The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

BID NUMBER: K-20-1913-DBB-3

CONTRACT OR TASK TITLE: REMAINING SMALL DIAMETER CI WATER PH 3

CONTRACTOR: Burtech Pipeline Incorporated

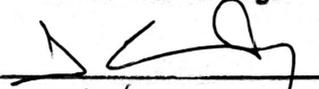
Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to-Exceed Amount
1	Work to be completed in Phase 1 shall include, Bonds, Mobilization, Project Initiation, Distribution Water Main Installation with associated appurtenances, and all associated work such as Traffic Control, Testing, implementation of BMPs, Water abandonment, Street and Resurfacing for the following streets: Rutgers Rd, Colgate Cr, Paseo Bonita, Clemson Cr, and Bucknell Ave found in the contract drawings on sheets 5-10.	NTP	8/31/2020	\$1,200,000.00
2	Work to be completed in Phase 2 shall include the continuation of the construction activities associated with the contract and specifications for the following streets : Wallace St, Juniper St, Linda Vista Rd, Whiterby St, N Harbor Dr, Munda Rd, 68th St, and Aviation Dr. found in the contract drawings on sheets 11-17.	9/1/2020	NOC	\$2,444,680.00
Contract Total				\$3,644,680.00

Notes:

- 1) WHITEBOOK section 7-3.10, "Phased 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 PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

CITY OF SAN DIEGO

PRINT NAME: Stephen Lindsay
Construction Manager
Signature: 
Date: 4/3/20

CONTRACTOR

PRINT NAME: Dominic J. Burtch
Title: President & CEO
Signature: 
Date: April 3, 2020

PRINT NAME: BRIAN VITELLE
~~Project Manager~~ SENIOR ENGINEER
Signature: 
Date: 4/3/2020

ATTACHMENT C
RESERVED

ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - 1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- 1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less.

The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- 1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)
- 1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- 1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", items 43, 56, 69, and 102, DELETE in its entirety and SUBSTITUTE with the following:

43. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, "EXTRA WORK" or 2-9, "CHANGED CONDITIONS". A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract.
56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
102. **Walk-through** - The procedure the City uses to evaluate the status of the Project or the phase of the Project and to generate a Punchlist prior to Acceptance.

To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

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

To the "WHITEBOOK", ADD the following:

108. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.
109. **Acceptance of Work** – When all of the Contract work is deemed officially complete, including all Punchlist items, by the Owner.

110. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.

1-7.1.3

Requests for Information (RFI). To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

9. Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within **1 Working Day**.
10. Your RFI shall meet the following requirements:
- a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.
 - b) RFIs shall be numbered sequentially.
 - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
 - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
 - e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, You shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive Your right to seek additional time or cost.
11. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
12. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the base Bid.

3-8.7 Contractor’s Quality Control Plan (QCP). To the “WHITEBOOK”, ADD the following:

7. The establishment and implementation of a Quality Control Plan (QCP), as defined in the standard specifications, shall be required for this Contract. See example in **Appendix G - Sample Contractor’s Daily Quality Control Plan Inspection Report.**

3-8.7.1 QCP Submittal. To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The QCP shall be organized to address, at a minimum, the following items:
 - a) Quality Control Administrator
 - b) Surface preparation and paving schedule
 - c) Inspection and documentation requirements (Daily Quality Control Inspection Report)
 - d) Material quality control testing plan
 - e) Documentation of quality control activities
 - f) Procedures for corrective action when quality control and/or acceptance criteria are not met
 - g) If paving Work will be in areas prone to shade, provide curing time of product

3-8.7.4 Documentation. To the “WHITEBOOK”, item 3, section “a”, subsection “viii”, DELETE in its entirety and SUBSTITUTE with the following:

- viii. Documentation that the following have been verified to be in compliance:
 - Proper storage of materials and equipment.
 - Proper operation of all equipment.
 - Adherence to plans and technical specifications.
 - Review of quality control tests.
 - Safety inspection.
 - Mixing properties of products against the approved submittal limits.

3-12.1 General. To the “WHITEBOOK”, ADD the following:

2. You shall provide a PM-10 certified self-loading motorized street sweeper equipped with a functional water spray system for this project.
3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
 - a) Every Friday on a weekly basis.
 - b) 1 Working Day prior to each rain event.
 - c) As directed by the Engineer.

If these requirements would require you to sweep on a Holiday or Weekend, then you shall sweep the next available Working Day prior to that Holiday or Weekend.

3-12.7 Drinking Water Discharges Requirements. To the “WHITEBOOK”, ADD the following:

1. You shall record the results for each discharge event on the City’s Drinking Water Discharge Monitoring form included as **Appendix H - Monthly Drinking Water Discharge Monitoring Form.**

3-13.1 Completion. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer’s judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.
2. Substantial Completion, in accordance with 3-13.1.1, “Requirements Before Requesting Substantial Completion”, shall be completed per location for this project as defined below:

Location	Work Description	Limits of Work
1	Described in Attachment A	Rudgers Rd, Colgate St, Bucknell ave, Clemson Cr. Paseo Bonita
2	Described in Attachment A	Linda Vista rd & Genesee Ave
3	Described in Attachment A	Witherby St, Bandini St Site
4	Described in Attachment A	Wallace St

Location	Work Description	Limits of Work
5	Described in Attachment A	N Harbor Dr & Linbergh Field
6	Described in Attachment A	N Harbor Dr & Americas Cup Way
7	Described in Attachment A	N Harbor Dr & F St
8	Described in Attachment A	Munda Rd
9	Described in Attachment A	Juniper St
10	Described in Attachment A	68 th St & Madrone Ave
11	Described in Attachment A	Aviation Dr, Benson ve

3-13.1.1 Requirements Before Requesting a Walk-through. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-13.1.1 Requirements Before Requesting Substantial Completion.

1. The following items are required prior to requesting a Substantial Completion:
 - a) Remove temporary facilities from the Site.
 - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c) Provide completed and signed Red-lines in accordance with 3-7.3 "Redlines and Record Documents".
 - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e) Provide all tools which are permanent parts of the equipment installed in the Project.
 - f) Provide and properly identify all keys for construction and all keys for permanent Work.
 - g) Provide all final Special Inspection reports required by the applicable building Code.
 - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
 - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
 - j) Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.

- k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
- l) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
- m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.

3-13.1.2 Walk-through and Punchlist Procedure. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.

7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
8. The Engineer shall meet with you until all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

3-13.2 Acceptance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

3-13.3 Warranty. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or

repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost.

6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty
LED Signal Modules	3 Years of Manufacturer's Warranty
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"

* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.

7. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
- a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
 - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
 - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with **3-13.3.2**, "Warranty Format Requirements".
8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

3-15.3 Coordination. To the "WHITEBOOK", ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of the project.

See **Appendix F – Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:

- a) AC Water & Sewer Group 1020 (W) , Abtin Khademollahabadi, Resident Engineer, 619-533-5402
- b) Pipeline Rehabilitation AY-1, Jonard Talamayan, Project Manager, 619-533-4116

SECTION 4 - CONTROL OF MATERIALS

4-3.6 Preapproved Materials. To the “WHITEBOOK”, ADD the following:

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

4-6 TRADE NAMES. To the “WHITEBOOK”, ADD the following:

11. You shall submit your list of proposed substitutions for an “equal” item **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City’s Product Submittal Form available at:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-4 INSURANCE. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

1. You shall 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 shall 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. The payment for insurance shall be included in the Contract Price as bid by you. 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 shall 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.

5-4.2 Types of Insurance.

5-4.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall 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 shall 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 shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

5-4.2.2 Commercial Automobile Liability Insurance.

1. You shall 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 shall be outside the limits of the policy.

5-4.2.3

Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your 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 shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of a substitution of your Subcontractor's insurance, you shall 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 shall not exceed \$25,000 per claim.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall 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 shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies shall 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.

5-4.2.4

Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters

Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.

4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.
5. Except as provided for under California law, the policy or policies shall 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.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall 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.

5-4.3.1 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 shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

5-4.4 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 shall 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.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured.

1. You shall 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.
2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected

officials, officers, employees, agents, and representatives as additional insured.

3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall 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.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall 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.

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall 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 shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall 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 shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 Commercial Automobile Liability Insurance.

5-4.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall 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.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured.

1. The policy or policies shall 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 shall 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.

2. 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 are 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 shall be limited to obligations permitted by California Insurance Code §11580.04.

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall 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 shall be in excess of your insurance and shall not contribute to it.

5-4.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall 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 shall provide cross-liability coverage.

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

5-4.5.4.1 Additional Insured.

1. The policy or policies shall 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 shall 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.

2. 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 are 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 shall be limited to obligations permitted by California Insurance Code §11580.04.

5-4.5.4.2 Primary and Non-Contributory Coverage. The policy or policies shall 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 shall be in excess of your insurance and shall not contribute to it.

5-4.5.4.3 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall 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 shall provide cross-liability coverage.

5-4.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

5-4.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

5-4.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

5-4.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

5-4.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of §3700 of the California Labor Code, you shall 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 shall be not less than the following:

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

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires 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 shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

5-4.11.1 Waiver of Subrogation. The policy or policies shall 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.

ADD:

5-10.1.3 Weekly Updates Recipients.

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:
 Name, Senior Engineer, Brian Vitelle, BVitelle@sanidiego.gov
 Name, Project Engineer, Roy Ganzon, RGanzon@sanidiego.gov
 Resident Engineer, TBA.

5-10.2.1 Public Notice by Contractor. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c) 72 hours in advance of the scheduled resurfacing.

5-10.3 Exclusive Community Liaison Services. To the "WHITEBOOK", ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services".

5-13 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Virtual Project Manager shall be used on this Contract.
2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
4. Review and act on all communications addressed to you in the VPM project website.
5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:
<https://www.sandiego.gov/publicworks/edocref>
6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

5-15.1 General. To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. You shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification for construction activities that have encountered flammable liquids or other hazardous substances. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.
 - a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the “WHITEBOOK”, item 1, subsection “s”, DELETE in its entirety and SUBSTITUTE with the following:

- s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - i. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
 - ii. See also the “Cash Flow Forecast Example” at the location below:

<https://www.sandiego.gov/publicworks/edocref>

6-1.5.2 Excusable Non-Compensable Delays. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

6-1.5.2 Excusable Non-Compensable and Concurrent Delays.

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, “Extensions of Time” for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) Delays caused by changes to County, State, or Federal law.
2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

6-4.2 Extensions of Time. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
 - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general

description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.

3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project's critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

6-4.4 Written Notice and Report. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption for Remaining Small Diameter Cast Iron Water Main Phase 3, Project No. B-17091.02.06, and CEQA Project Completion Verification** as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption and CEQA Project Completion Verification** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

6-6.2.1 Archaeological and Native American Monitoring Program. To the "WHITEBOOK", ADD the following:

4. You shall retain a qualified archaeologist and Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities

and schedules of the archaeologist and Native American monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.2 Partial and Final Payment. To the "GREENBOOK", paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

7-3.4.1 Payment. To the "WHITEBOOK", ADD the following:

3. The cost for mobilization excludes the costs for all mobilization and demobilization Work associated with each paving phase. The costs for all mobilization and demobilization Work associated with each paving phase shall be paid in accordance with 306-1.2.1, "Payment"

7-3.5.1 General. To the "WHITEBOOK", ADD the following:

2. Unit Bid prices for "Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)" shall not be subject to adjustment regardless of quantity used or if none is used.

7-3.9 Field Orders. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

TABLE 7-3.9

FIELD ORDER LIMITS

Contract Price	Maximum Field Order Work Amount
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
\$5,000,001 to \$15,000,000	\$20,000

Contract Price	Maximum Field Order Work Amount
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.
3. The City will issue a Field Order only after the City's acceptance of the cost of the field order amount.
4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.
5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.
6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.

7-3.11 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK" ADD the following:

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

SECTION 203 - BITUMINOUS MATERIALS

203-6.3.1 General. To the "WHITEBOOK", ADD the following:

3. Asphalt concrete for Job Mix Formula (JMF) and Mix Designs shall be Type III and shall not exceed 15% RAP.

SECTION 209 - PRESSURE PIPE

209-1.1.1 General. To the "WHITEBOOK", ADD the following:

2. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.
3. Refer to AWWA C900-16 for all references to AWWA C905.

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1.6 Preparatory Repair Work. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.

ADD the following:

13. Asphalt concrete shall be Type III and shall not exceed 15% RAP in accordance with 203-6.3.1, “General”

SECTION 302 – ROADWAY SURFACING

302-4.5 Scheduling, Public Convenience and Traffic Control. To the “GREENBOOK”, paragraphs (1) and (2), DELETE in its entirety and SUBSTITUTE with the following:

1. In addition to the requirements of Part 6, you shall comply with the following:
 - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
 - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary “No Parking” signs 72 hours in advance.
 - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.

302-4.12.2 Application. To the “WHITEBOOK”, item 1, ADD the following:

- c) RPMS shall only be placed when ambient temperature is 50° F or higher.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

ADD:

306-1.1 High-line Phasing.

1. Build the Project in accordance with the water high-lining phasing shown on the Plans.

ADD:

306-1.2 Phased Paving.

1. You shall implement phased paving, when directed and approved by the Engineer.
2. The Engineer will notify you when you can proceed with phased paving Work. Each phase shall be completed within **90 Calendar Days** after the Engineer’s

notification. Plan and schedule your Work accordingly to ensure each phase is complete.

3. When Phased Paving is initiated, the following Work shall be completed within the determined areas:
 - a) Installation of mains and appurtenances.
 - b) Operational checks and testing.
 - c) Mains are in service.
 - d) Trench restoration.
 - e) Road surface preparatory Work.
 - f) Installation of concrete sidewalks and curb ramps.
 - g) Adjustments of gate valves and manholes, survey monuments and utility boxes.
4. You may propose to change the limits of the determined phasing, in writing, for the Engineer's review and approval. If approved, there shall be no additional costs to the City. No additional Working Days will be granted for delays due to the City's review and approval of your proposed change and due to the implementation of that proposed change.
5. You may use multiple crews to complete each phase of paving.

ADD:

306-1.2.1 Payment.

1. The payment for all Work associated with Phased Paving shall be included in the Bid item for each "Phased Paving" area. This payment shall include the costs for all mobilization and demobilization for resurfacing and striping associated with each paving phase regardless of the paving operation. No additional payment shall be made regardless of the number of mobilizations and demobilizations required to complete that phase.

306-7.8.2.1 General. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.
 - a) Specified test pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.
 - b) Specified test pressure for Class 305 pipe shall be 200 psi and is tested at 300 psi.

ADD:

306-8.5.4 High Deflection Coupling.

1. High deflection couplings shall be constructed in accordance with the Plans and Reference Specifications. Working Drawings prepared by a Civil or Structural Engineer registered in the State of California shall be submitted in accordance with 3-8.2, "Working Drawings" for any proposed additional high deflection couplings not indicated on the Plans and Reference Specifications.

SECTION 402 – UTILITIES

402-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Appendix K - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

402-6 COOPERATION. To the "GREENBOOK", ADD the following:

1. Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

402-8 PAYMENT. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. With the Resident Engineer's approval, compensation for each existing utility pothole that is not shown on the Plans but marked out by USA shall be included in the Bid item for "Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)". Potholing for existing utilities that have been shown on the Plans shall be included in the Contract Price.

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2.1.2 Engineered Traffic Control Plans (TCP). To the "WHITEBOOK", ADD the following:

5. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
 - a) Genesee Avenue and Linda Vista Road
 - b) N Harbor Drive and America's Cup Way
 - c) N Harbor Drive and Lindbergh Field Way
 - d) N Harbor Drive and F Street

601-2.1.4 Traffic Control for Resurfacing and Slurry Sealing. To the "WHITEBOOK", item 3, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) Place "NO PARKING - TOW-AWAY ZONE" signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING -

TOW-AWAY ZONE” signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.

601-3.5.1 General. To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Temporary “No Parking” and “No Stopping” signs shall be installed 72 hours before enforcement. Temporary “No Parking” and “No Stopping” signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

601-3.6 Channelizing Devices. To the “WHITEBOOK”, item 4, Barricades, ADD the following:

- h) You shall place “OPEN TRENCH” signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.

SECTION 700 – MATERIALS

700-5.1 Vehicle Detectors. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Loop wire shall be Type 2. Loop detector lead-in cable shall be Type “B”. Slots shall be filled with elastomeric sealant, epoxy sealant, or hot-melt rubberized asphalt sealant, except asphaltic emulsion loop sealant and cold tar loop sealant are acceptable if the pavement surface will receive an asphaltic concrete overlay.

SECTION 900 – MATERIALS

900-2.3 Payment. To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for furnishing materials for your connection, cut and plug, and cut-in Work shall cover all necessary materials (fittings and hardware, excluding valves and pipes), delivery, and unloading. The payment shall be included within the Bid item of the Work involved and no separate payment for furnishing those materials shall be made. The payment for furnishing valve and pipe materials for your connection, cut and plug, and cut-in Work shall be included in the separate Bid items for each valve and pipe.

SECTION 901 – INSTALLATION AND CONNECTION

901-1.1 General. To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The Engineer will coordinate all interactions between you and the City Water Operations Division, the City Water Quality Laboratory, and other City

organizations. Upon your request, the Engineer shall notify the City's Public Utilities Department's staff as noted below which shall be required at least 20 Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.

- a) Transmission Mains (16 inches and larger) – Jesus Ramos (619-527-7438)
- b) Distribution Mains (less than 16 inches) – Freddy Porter (619-527-7539)
- c) Water Facilities – Greg Cross (619-527-7460)

901-2.2.1 General. To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

- 5. The Engineer will coordinate all interactions between you and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations. Upon your request, the Engineer shall notify the City's Public Utilities Department as noted below which shall be required at least 20 Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.
 - a) Transmission Mains (16 inches and larger) – Jesus Ramos (619-527-7438)
 - b) Distribution Mains (less than 16 inches) – Freddy Porter (619-527-7539)
 - c) Water Facilities – Greg Cross (619-527-7460)

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 GENERAL. To the "WHITEBOOK", ADD the following:

- 7. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A

NOTICE OF EXEMPTION and CEQA PROJECT COMPLETION VERIFICATION

NOTICE OF EXEMPTION

(Check one or both)

TO: X Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Public Works Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

_____ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project Name: Remaining Small Diameter Cast Iron (CI) Water Phase 3 **Project No. / WBS No.:** B-17091.02.06

Project Location-Specific: Citywide at the following locations: 1) Rutgers Road and Colgate Drive; 2) Linda Vista Road near Genesee Avenue; 3) Guy Street to Linwood Street (private property); 4) Bandini Street and California Street; 5) North Harbor Drive (west of Nimitz Boulevard); 6) North Harbor Drive and Lindbergh Field Way (Airport); 7) Juniper Street and Curlew Street; 8) North Harbor Drive (north of West G Street); 9) 68th Street (south of Jamacha Road); 10) Madrone Street and 68th Street; 11) Aviation Drive and Benson Avenue; and 12) Munda Road south of Oriskany Road, within the La Jolla, Linda Vista, Uptown, Peninsula, Reserve, Downtown, and Skyline-Paradise Hills Community Planning Areas (Council Districts 1, 2, 3, 4, and 7).

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: This project proposes to replace-in-place approximately 3,445 linear feet (LF) (0.65 miles) of existing 4-, 6-, 8-, 10-, and 12-inch cast iron (CI) water main at locations 1, 7, and 12 described above. Approximately 2,150 LF (0.41 miles) of new 8- and 12-inch water main is proposed to be constructed at locations 2, 4, 10, and 11. A total of 1,340 LF of existing water main will be abandoned at locations 2, 3, 5, 6, 8, 9, and 11.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego Public Works Department
Contact: Jerry Jakubauskas; Phone: (619) 533-3755
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: 15302 (Replacement or Reconstruction), 15303 (New Conversion or Construction of Small Structures), and 15304 (Minor Alterations to Land)

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Sections: 15302(c) [Replacement or Reconstruction] which allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced including replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity; 15303(d) [New Construction or Conversion of Small Structures] which allows for the construction and location of limited numbers of new, small facilities or structures including water main, sewage, electrical, gas, and other utility extensions, including street improvements of reasonable length to serve such construction; 15304(f) [Minor

Revised May 2016

Alterations to Land] which allows for minor public or private alterations in the condition of land including minor trenching and backfilling where the surface is restored; and where the exceptions listed in Section 15300.2 would not apply.

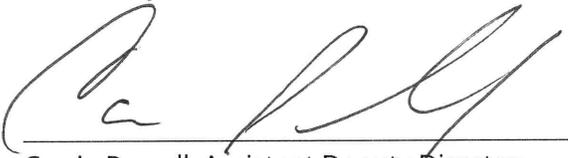
Lead Agency Contact Person: Jerry Jakubauskas

Telephone: (619) 533-3755

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? () Yes () No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA



Carrie Purcell, Assistant Deputy Director

May 13, 2019

Date

Check One:

- (X) Signed By Lead Agency
() Signed by Applicant

Date Received for Filing with County Clerk or OPR:



CEQA PROJECT COMPLETION VERIFICATION

TO: PM: Gabriel Torres (619) 533-4630 **DATE:** June 14, 2018
District PM: Chad Van Doren (619) 778-2483

FROM: Cindy Krimmel, District Environmental Coordinator (DEC) (619) 278-3771
Luke Serna, Service Center Environmental Coordinator (SCEC) (619) 221-7068

PROJECT TITLE: Test Cast Iron Water Main and Replace (17/18-SD-21)

PARK UNIT: Old Town San Diego SHP

DISTRICT: San Diego Coast

This project is approved to proceed with the following measures incorporated and/or comments considered:

SSC Environmental Coordinator Comments/Measures (Luke Serna: (619) 221-7068)

1. Please photo document the work before and after completion for the purposes of referencing what was completed as well as for maintaining the work completed. Provide the photos to the District Environmental Coordinator and the Service Center Environmental Coordinator.
2. Please include some means of accurately recording the placement of new utilities in order to easily find them in the future.

Biological Resources (Cara Stafford: (619) 575-3616 x313)

1. Contain water and soil runoff using appropriate erosion control BMPs.

Water Quality Protection Measures (Cara Stafford: (619) 575-3616 x313)

1. (See above) (619)

Archaeological Resource Protection Measures (Nicole Turner: ~~951~~ 933-9013)

1. Exploratory excavations are expected to be within disturbed utility footprint, however, given the potential for unanticipated finds at a significant archaeological site within a National Register Historic District an archaeological monitor should be on site for all project related ground disturbance. If cultural resources are observed excavation will halt until the resource can be evaluated by a qualified archaeologist. Archaeological consultant will require a DPR412A permit. Please allow two weeks to process. Nicole.Turner@parks.ca.gov

Historical Resources Comments/Measures (Mike Yengling: (619) 221-7081)

1. The project is confined to a previously disturbed area on the northwest side of the Wrightington House, a 1985 reconstruction of a historic building that now serves as a park concession. The location is across San Diego Avenue from the Robinson Rose House, a 1989 reconstruction of another former historic building which houses the park's visitor center. Similar to the gas line replacement project beneath Calhoun Street (CEQA ID No. ER-12288), the project consists of below-ground utility improvements and poses no adverse effects to any known historic architectural resources.

Maintenance Chief/Supervisor (Susan Kosek-Kelly: (619) 688-6140)

1. Please report all findings and what course of action is recommended.

District Services Manager (Darren Smith: (619) 952-3895)

1. City shall provide as built drawings and/or GPS positions once line is located and replaced.

As the Project Manager, you are responsible for ensuring that all project requirements, restrictions, or mitigations are adhered to. This includes reviewing all comments, briefing any staff and contractors who may work on the project, and coordinating the on-site presence of specialist staff, if required.

You are also responsible for verifying project completion. When the project is complete, please sign and date this form and return it to the DEC. Please note any problems or comments you may have concerning the project. If the project is cancelled or postponed for a significant period of time, please inform the DEC *as soon as possible*.

PROJECT MANAGER CERTIFICATION

I certify that this project has been completed in compliance with the above conditions.

PROJECT MANAGER SIGNATURE

DATE

COMMENTS:

Environmental Review Memorandum

Date : June 14, 2018

To : Gabriel Torres, City of SD
Chad Van Doren
Dept. of Parks and Recreation
San Diego Coast District

From : Cindy Krimmel
Dept. of Parks and Recreation
San Diego Coast District

Project/s : Old Town San Diego SHP – Test
Cast Iron Water Main and
Replace – (17/18-SD-21)

Attached Please Find:

- Project Evaluation Form/s**
 - For Signature (Final)
 - For Review and Comment
 - For Redesign/Modification/Resubmittal
- 5024 Review Form/s**
 - For Signature and Return (Final)
 - For Review (Contact Reviewing Specialist)
- Notice/s of Exemption 15301, 15304**
- Other:**

- Please Note:**
- Additional Information Requested (see Comments section below)
 - Project Modification/s or Condition/s (see Comments section below)
 - See Archaeological Site 5024 Review Form (Section/s:)
 - See Historic Facility 5024 Review Form (Section/s:)
 - See Archaeologist's Comments on PEF
 - See Historian's Comments on PEF
 - See Resource Ecologist's Comments on PEF
 - See Maintenance Chief's Comments on PEF

Comments:

SSC Environmental Coordinator Comments/Measures (Luke Serna: (619) 221-7068)

1. Please photo document the work before and after completion for the purposes of referencing what was completed as well as for maintaining the work completed. Provide the photos to the District Environmental Coordinator and the Service Center Environmental Coordinator.
2. Please include some means of accurately recording the placement of new utilities in order to easily find them in the future.

Biological Resources (Cara Stafford: (619) 575-3616 x313)

1. Contain water and soil runoff using appropriate erosion control BMPs.

Water Quality Protection Measures (Cara Stafford: (619) 575-3616 x313)

1. (See above)

Archaeological Resource Protection Measures (Nicole Turner: (951) 933-9013)

1. Exploratory excavations are expected to be within disturbed utility footprint, however, given the potential for unanticipated finds at a significant archaeological site within a National Register Historic District an archaeological monitor should be on site for all project related ground disturbance. If cultural resources are observed excavation will halt until the resource can be evaluated by a qualified archaeologist. Archaeological consultant will require a DPR412A permit. Please allow two weeks to process. Nicole.Turner@parks.ca.gov

Historical Resources Comments/Measures (Mike Yengling: (619) 221-7081)

1.

he project is confined to a previously disturbed area on the northwest side of the Wrightington House, a 1985 reconstruction of a historic building that now serves as a park concession. The location is across San Diego Avenue from the Robinson Rose House, a 1989 reconstruction of another former historic building which houses the park's visitor center. Similar to the gas line replacement project beneath Calhoun Street (CEQA ID No. ER-12288), the project consists of below-ground utility improvements and poses no adverse effects to any known historic architectural resources.

T

Maintenance Chief/Supervisor (Susan Kosek-Kelly: (619) 688-6140)

1. Please report all findings and what course of action is recommended.

District Services Manager (Darren Smith: (619) 952-3895)

1. City shall provide as built drawings and/or GPS positions once line is located and replaced.

If project is constructed as described, incorporating the above condition, it is exempt from CEQA. Please return the signed CEQA Project Completion Verification with the before and after photographs.

Sincerely,



Cindy Krimmel

Environmental Coordinator
San Diego Coast District
(619) 278-3771
Cindy.Krimmel@parks.ca.gov



NOTICE OF EXEMPTION

TO: Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

FROM: Department of Parks and Recreation
1416 Ninth Street
P.O. Box 942896
Sacramento, CA 94296-0001

PROJECT TITLE: Test Cast Iron Water Main and Replace – (17/18-SD-21)

LOCATION: Old Town San Diego SHP

COUNTY: San Diego

DESCRIPTION OF THE NATURE AND PURPOSE OF PROJECT: Exploratory potholing to locate an old cast iron water main, determine what the line services and replace if necessary.

Measures to be implemented to avoid impact may be obtained by submitting a request to the project Environmental Coordinator listed below.

PUBLIC AGENCY APPROVING THE PROJECT: California Department of Parks and Recreation

NAME OF DIVISION OR DISTRICT CARRYING OUT THE PROJECT: San Diego Coast District

EXEMPT STATUS:

- Declared Emergency (Section 15269(a))
- Emergency Project (Section 15269(b) and (c))
- Statutory Exemption (Section)
- Categorical Exemption

Class: 1

Section: 15301

REASONS WHY PROJECT IS EXEMPT: No potential for significant impact to the environment is anticipated in compliance with CEQA §15300.4. If the project is implemented as indicated within the CDPR Project Evaluation Form, then it is exempt under CEQA §15301–Existing Facilities. The action falls under the Departmental List of Exempt activities according to CEQA §15300.4 as “Utility repairs or minor upgrades”.

CONTACT: Cindy Krimmel
District Environmental Coordinator
San Diego Coast District

PHONE NO.: (619) 278-3771

EMAIL: cindy.krimmel@parks.ca.gov

Robin Greene
District Superintendent, San Diego Coast District

06/14/18

DATE

Routing Slip for CEQA/PEF Review

**PLEASE INITIAL, DATE & RETURN TO CINDY KRIMMEL
(619) 278-3771**

USE BLUE INK

5/2/18 Date received
_____ Deferred maintenance
yes Copy in CEQA file

Environmental Coordinator..... Cindy Krimmel
District Superintendent..... Robin Greene
Sector Superintendent..... Denmaon
District Services Manager..... Darren Smith
Environmental Scientist..... Cara Stafford
Maintenance Chief..... Susan Kosek-Kelly
Archaeologist..... Nicole Turner
Historian..... Mike Yengling
Tribal Liaison..... Nicole Turner
Accessibility.....
Other.....

[Signature]
RG 5-16-18
RJ 5-7-18
DSR 5/18/18
CSA 5/21/18
[Signature] 5-25-18
email 5/17/18-6/6/18
[Signature] 5-25-18
email 5/17/18-5/31/18

Cindy Krimmel _____
Service Center _____
Robin Greene _____
Cindy Krimmel _____

_____ Needs Fire Marshall review

PROJECT EVALUATION (PEF)

PROJECT CONCEPT

PROJECT TITLE Test Cast Iron Water Main and Replace		PARK UNIT NAME OTSDSHP
DISTRICT NAME San Diego Coast		FACILITY NO. 667
PROJECT MANAGER Gabriel Torres	PHONE NO. (619) 533-4630	EMAIL GTorres@sandiego.gov
DISTRICT PROJECT MANAGER Chad Van Doren	PHONE NO. (619) 778-2483	EMAIL Chad.VanDoren@parks.ca.gov
PROJECT BID DATE	CONSTRUCTION START DATE ASAP	FUNDING SOURCE City of San Diego

PROJECT DESCRIPTION

Identify the scope of the project in detail, including its purpose, location, and potential impacts. If the ground is to be disturbed, describe the depth and extent of excavation. Describe the existing site conditions, including previous development. Note if work will impact or extend beyond park property. Indicate if work will be done in conjunction with, or as part of, other projects. (Use additional pages if necessary.)

The City of San Diego is replacing all cast iron water mains throughout the City and have identified a water main within the Park. The City does not have good record drawings, so the Civil Engineer proposes exploratory potholing at this location (southwest corner of San Diego Ave. and Wallace St., adjacent to the Wrightington House) to determine what the line services. The records show a cap at the end of the water main, so they may only need to replace a small segment. Water main lines are typically three (3) feet deep.

DOCUMENTS ATTACHED

- 7.5 minute (quad) map of project area (**Required**)
- Site Map (**Required** - Scale should show relationship to existing buildings, roads, landscape features, etc.)
- DPR 727 Accessibility Review and Comment Sheet (**Required** – Attach DPR 727 or emailed project exemption from the Accessibility Section.)
- Sea-level Rise Worksheet (for coastal park units)
- Graphics (Specify - photos, diagrams, drawings, cross-sections, etc.): photo
- Other (Specify):

PROJECT EVALUATION (PEF)

PCA No.

REGULATORY REQUIREMENTS

IS AN APPLICATION, PERMIT, OR CONSULTATION REQUIRED?	YES	MAYBE	NO	CONTACT
Coastal Development Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DFG Stream Alteration Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
State & Federal Endangered Species Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Corps of Engineers 404 Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
RWQCB or NPDES Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DPR Right to Enter or Temporary Use Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PRC 5024 Review	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stormwater Management Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Encroachment Permit (<i>Specify Agency</i>):	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Native American Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (<i>Specify</i>):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

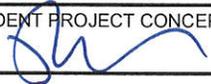
COMMENTS:

DEPARTMENT POLICY COMPLIANCE

	YES	NO
HAS A GENERAL PLAN BEEN APPROVED FOR THE UNIT?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If YES, is the project consistent with the GP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If NO, what is the project justification?		
Is it a temporary facility? (No permanent resource commitment)	<input type="checkbox"/>	<input type="checkbox"/>
Health and Safety?	<input type="checkbox"/>	<input type="checkbox"/>
Is it a Resource Management Project?	<input type="checkbox"/>	<input type="checkbox"/>
Is it repairing, replacing, or rehabilitating an existing facility?	<input type="checkbox"/>	<input type="checkbox"/>
IS THE PROJECT WITHIN A CLASSIFIED SUBUNIT?		
Natural Preserve	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cultural Preserve	<input type="checkbox"/>	<input checked="" type="checkbox"/>
State Wilderness	<input type="checkbox"/>	<input checked="" type="checkbox"/>
IS THE PROJECT CONSISTENT WITH THE DEPARTMENT'S CULTURAL RESOURCE MANAGEMENT DIRECTIVES?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS THE PROJECT CONSISTENT WITH THE DEPARTMENT'S OPERATIONS MANUAL CHAPTER 0300?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

SUPERINTENDENT PROJECT CONCEPT APPROVAL OR DESIGNEE



TITLE

District Superintendent

DATE

5/16/18

RESOURCES

Explain all 'Yes' or 'Maybe' answers in the "Evaluation and Comments" section (reference by letter and number). Attach additional pages, if necessary.

YES	MAYBE	NO
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A. EARTH – WILL THE PROJECT:

1. Create unstable soil or geologic conditions?
2. Adversely affect topographic features?
3. Adversely affect any unusual or significant geologic features?
4. Increase wind or water erosion?
5. Adversely affect sand deposition or erosion of a sand beach?
6. Expose people, property, or facilities to geologic hazards or hazardous waste?
7. Adversely affect any paleontological resource?

YES	MAYBE	NO
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. AIR – WILL THE PROJECT:

1. Adversely affect general air quality or climatic patterns?
2. Introduce airborne pollutants that may affect plant or animal vigor or viability?
3. Increase levels of dust or smoke?
4. Adversely affect visibility?

YES	MAYBE	NO
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

C. WATER – WILL THE PROJECT:

1. Change or adversely affect movement in marine or fresh waters?
2. Change or adversely affect drainage patterns or sediment transportation rates?
3. Adversely affect the quantity or quality of groundwater?
4. Adversely affect the quantity or quality of surface waters?
5. Expose people or property to flood waters?
6. Adversely affect existing or potential aquatic habitat(s)?

YES	MAYBE	NO
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. PLANT LIFE – WILL THE PROJECT:

1. Adversely affect any native plant community?
2. Adversely affect any unique, rare, endangered, or protected plant species?
3. Introduce a new species of plant to the area?
4. Adversely affect agricultural production?
5. Adversely affect the vigor or structure of any tree?
6. Encourage the growth or spread of alien (non-native) species?
7. Interfere with established fire management plans or practices?

YES	MAYBE	NO
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

E. ANIMAL LIFE – WILL THE PROJECT:

1. Adversely affect any native or naturalized animal population?
2. Adversely affect any unusual, rare, endangered, or protected species?
3. Adversely affect any animal habitat?
4. Introduce or encourage the proliferation of any non-native species?

YES	MAYBE	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

F. CULTURAL RESOURCES – WILL THE PROJECT:

1. Adversely affect a prehistoric or historic archeological site, or tribal cultural resource?
2. Adversely affect a prehistoric or historic building, structure, or object?
3. Cause an adverse physical or aesthetic effect on an eligible or contributing building, structure, object, or cultural landscape?
4. Diminish the informational or research potential of a cultural resource?
5. Increase the potential for vandalism or looting?
6. Disturb any human remains?
7. Restrict access to a sacred site or inhibit the traditional religious practice of a Native American community?

YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	MAYBE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<u>G. AESTHETIC RESOURCES – WILL THE PROJECT:</u> 1. Adversely affect a scenic vista or view? 2. Significantly increase noise levels? 3. Adversely affect the quality of the scenic resources in the immediate area or park-wide? 4. Create a visually offensive site? 5. Be incompatible with the park design established for this unit or diminish the intended sense of “a special park quality” for the visitor?
YES <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	MAYBE <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	NO <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<u>H. RECREATIONAL RESOURCES – WILL THE PROJECT:</u> 1. Be in a public use area? 2. Have an adverse effect on the quality of the intended visitor experience? 3. Have an adverse effect on the quality or quantity of existing or future recreational opportunities or facilities? 4. Have an adverse effect on the accessibility of recreational facilities (e.g., ADA requirements)?
YES <input type="checkbox"/> <input type="checkbox"/>	MAYBE <input type="checkbox"/>	NO <input type="checkbox"/> <input type="checkbox"/>	<u>I. SEA-LEVEL RISE AND EXTREME EVENTS (COASTAL UNITS ONLY):</u> 1. Has this project been evaluated for potential impacts from sea-level rise, coastal storm surge, and other extreme events, using the Department’s Sea-Level Rise and Extreme Events Guidance Document or an equivalent process? <i>Please attach the Sea-Level Rise Worksheet (provided in the guidance document) or other detailed evaluation.</i> 2. Based on the evaluation described above, will the project be adversely impacted by frequent flooding or permanent inundation during its expected lifetime?
<input checked="" type="checkbox"/> Non-coastal unit			
EVALUATION AND COMMENTS			

PROJECT EVALUATION (PEF)

ENVIRONMENTAL REVIEW
To Be Completed by Qualified Specialist(s) ONLY.
 Attach additional reviews or continuation pages, as necessary.

TRIBAL LIAISON COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)

- Reviewer is Designated District/Service Center/Division Tribal Liaison or Designee
- NAHC Listed Tribe(s) contacted (attach correspondence record for contact and findings)

Findings:

- Project action does not have potential to affect "tribal cultural" resources (explain)
- Check more than one box if tribes provide differing responses, and describe all consultations below.**
- Tribe(s) did not respond
 - Tribe(s) approved project as written
 - Tribe(s) approved project with treatments or conditions
 - Tribe(s) and DPR unable to reach mutual agreement on project treatments or conditions

Explain

Utility repair in disturbed footprint. Tribal cultural resources will not be affected.

SIGNATURE 	PRINTED NAME Nicole Turner
TITLE District Tribal Liaison	DATE 5-25-2018

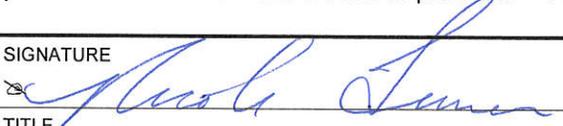
ARCHEOLOGIST COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)

Findings:

- No PRC 5024 necessary (provide justification)
- PRC 5024 attached; project approved as written
- PRC 5024 attached, conditions necessary
- PRC 5024 attached, mitigations and/or potential significant impacts

Explain

Exploratory excavations are expected to be within disturbed utility footprint, however, given the potential for unanticipated finds at a significant archaeological site within a National Register Historic District an archaeological monitor should be on site for all project related ground disturbance. If cultural resources are observed excavation will halt until the resource can be evaluated by a qualified archaeologist. Archaeological consultant will require a DPR412A permit. Please allow two weeks to process. *Nicole.Turner@parks.ca.gov*

SIGNATURE 	PRINTED NAME Nicole Turner
TITLE Associate State Archaeologist	DATE 5-25-2018

HISTORIAN COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)

Findings:

- No PRC 5024 necessary (provide justification)
- PRC 5024 attached, project approved as written
- PRC 5024 attached, conditions necessary
- PRC 5024 attached, mitigations and/or potential significant impacts

Explain

The project is confined to a previously disturbed area on the northwest side of the Wrightington House, a 1985 reconstruction of a historic building that now serves as a park concession. The location is across San Diego Avenue from the Robinson Rose House, a 1989 reconstruction of another former historic building which houses the park's visitor center. Similar to the gas line replacement project beneath Calhoun Street (CEQA ID No. ER-12288), the project consists of below-ground utility improvements and poses no adverse effects to any known historic architectural resources.

SIGNATURE <i>Michael C. Yengling</i>		PRINTED NAME Mike Yengling
TITLE Associate Park & Rec Specialist and Reviewing Historian, Southern Service Center		DATE 5/29/2018

PROJECT EVALUATION (PEF)

PCA No.

ENVIRONMENTAL SCIENTIST COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)

Findings:

- No Impact
- Impact(s), see conditions/mitigations below or on attached page(s)
- Potential Significant Impact

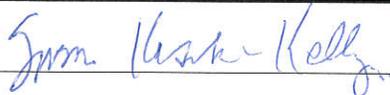
Explain

Contain water & soil runoff using appropriate erosion control BMP's.

SIGNATURE 	PRINTED NAME Cara Stafford
TITLE Environmental Scientist	DATE 5/21/18

MAINTENANCE CHIEF/SUPERVISOR (REQUIRED FOR ALL FINDINGS)

COMMENTS: Please report all findings and what course of action is recommended.

SIGNATURE 	PRINTED NAME Susan Kosek-Kelly
TITLE Maintenance Chief	DATE 5/21/18

DISTRICT SERVICES MANAGER

Comments: City shall provide as built's and/or GPS positions ONCE LINE IS located and replaced.

SIGNATURE 	PRINTED NAME Darren Smith
TITLE District Services Manager	DATE 5/18/18

ACCESSIBILITY SECTION -- ACQUISITION AND DEVELOPMENT

R E V I E W & C O M M E N T S H E E T

Project: Test Cast Iron Water Main and Replace	Design Entity: City of San Diego
Location: Old Town San Diego SHP	Project Manager: Gabriel Torres / Chad Van Doren
Review Date: May 31, 2018	Reviewer: Shawn Smith
Project Phase: PEF	Phone: 916-445-8932

This review and comment does not authorize any omissions or deviations from applicable regulations. The intent of this review is for general conformance with applicable parts of Americans with Disabilities Act Standards for Accessible Design (ADASAD), California Code of Regulations Title 24 - access compliance, and the Department of Parks and Recreation's (DPR) California State Parks Accessibility Guidelines (CSPAG). Plans were reviewed solely on the items submitted to the Accessibility Section as it relates to standards in design and construction of accessibility features for individuals with disabilities. All construction must comply with the Latest Editions of the California Building Code (CBC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electrical code (CEC), California Fire Code (CFC), current editions of the Occupational Safety and Health Act (OSHA) and all other prevailing state and federal regulations.

G E N E R A L C O M M E N T S

Accessibility Section has completed review of this PEF, determined that there are no accessibility requirements and the project is exempt for accessibility compliance. Unless the scope of work changes, no further review is required.

E N D O F C O M M E N T S

OTHER COMMENTS (COMMENTER MUST INCLUDE TITLE AND SIGNATURE)

1. Please photo document the work before and after completion for the purposes of referencing what was completed as well as for maintaining the work completed. Provide the photos to the District Environmental Coordinator and the Service Center Environmental Coordinator.
2. Please include some means of accurately recording the placement of new utilities in order to easily find them in the future.

SIGNATURE



PRINTED NAME

Luke Serna

TITLE

Associate Park and Recreation Specialist

DATE

June 5, 2018

OTHER COMMENTS (COMMENTER MUST INCLUDE TITLE AND SIGNATURE)

SIGNATURE



PRINTED NAME

TITLE

DATE

PROJECT EVALUATION (PEF)

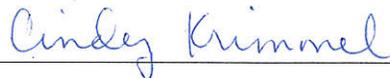
ENVIRONMENTAL COORDINATOR REVIEW

YES	MAYBE	NO	<u>CUMULATIVE IMPACTS</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Will the project be conducted in conjunction with or at the same time as other projects at the park?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Will the project be part of a series of inter-related projects?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Are there any other projects that must be completed for any part of this project to become operational?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Are there any other projects (including deferred maintenance) that have been completed or any probable future projects that could contribute to the cumulative impacts of this project?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Are any of the projects that relate to the proposed work outside the General Plan?

COMMENTS:

RECOMMENDATION:

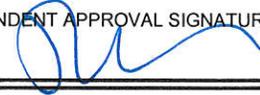
- Not a project for the purposes of CEQA compliance.
- Project is De Minimus; register in logbook
- The project is exempt. File a Notice of Exemption. *Class: 1 Section: 15301*
- A Negative Declaration should be prepared.
- A Mitigated Negative Declaration should be prepared.
- An EIR should be prepared.

SIGNATURE 	PRINTED NAME Cindy Krimmel
TITLE Environmental Coordinator	DATE June 12, 2018

DISTRICT SUPERINTENDENT REVIEW

COMMENTS:

I acknowledge any constraints placed on the project as a result of the specialists' comments above and recommend the project proceed.

DISTRICT SUPERINTENDENT APPROVAL SIGNATURE 	TITLE District Superintendent	DATE 06/14/18
---	----------------------------------	------------------

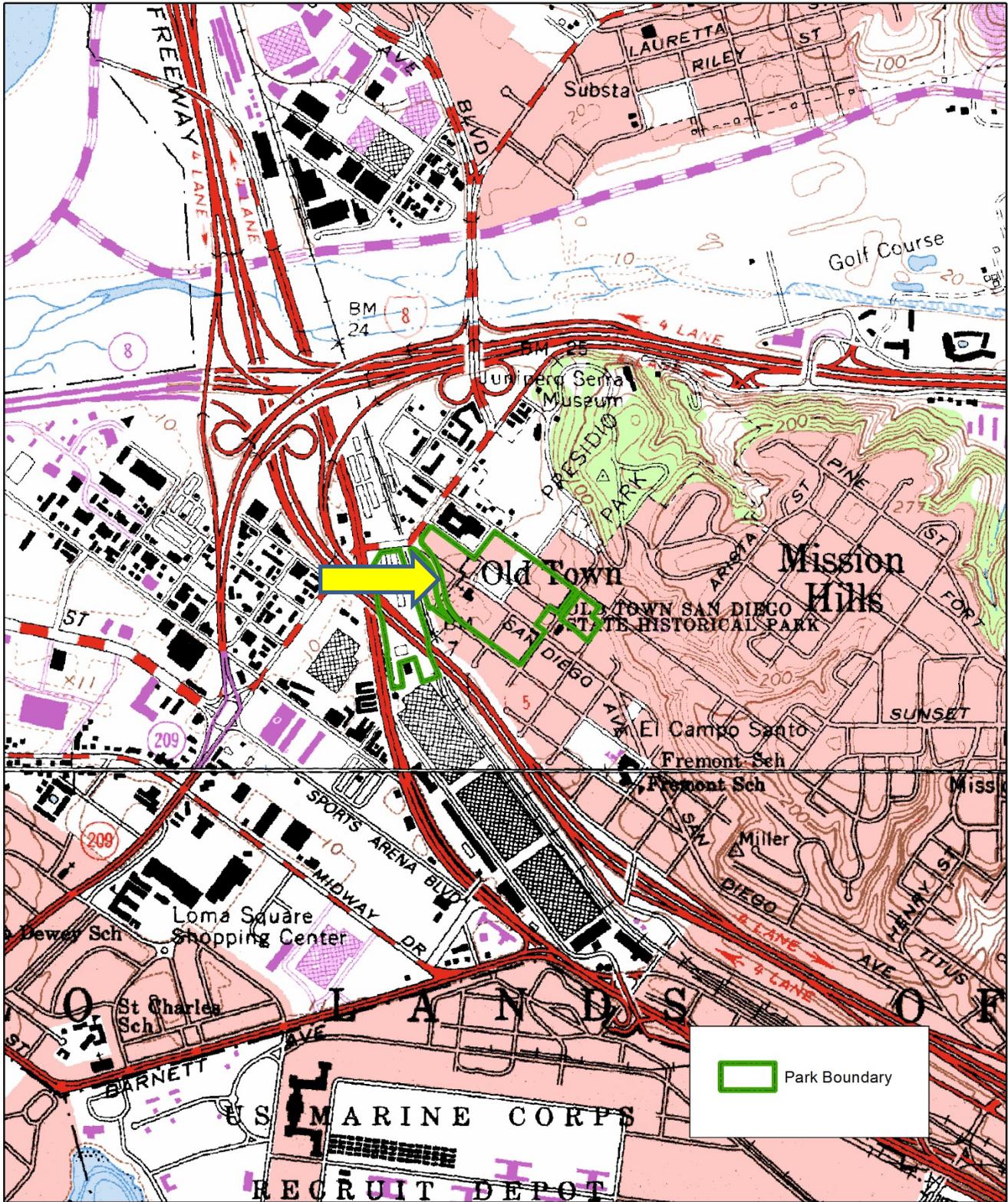
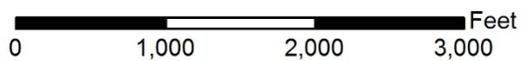
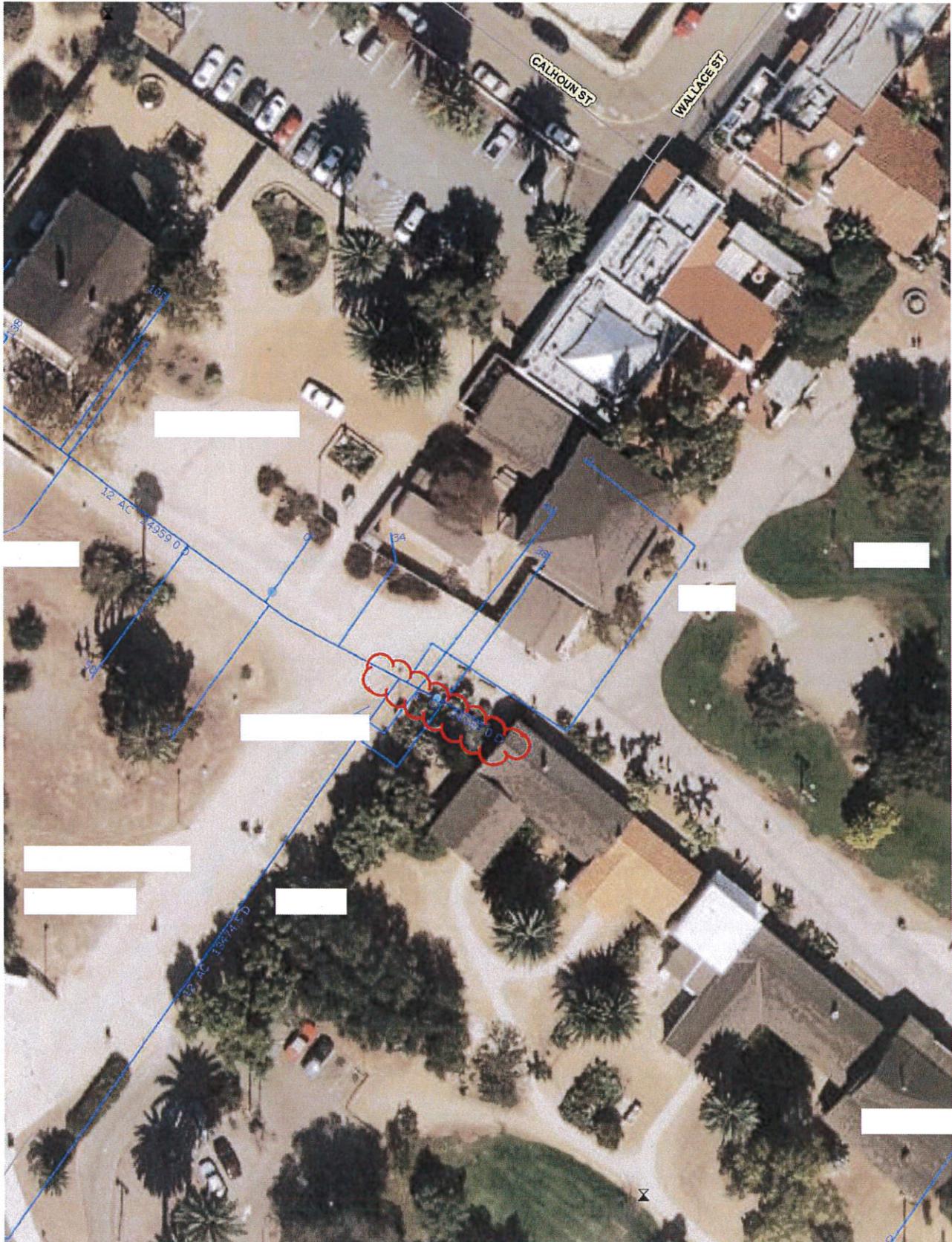


Figure 1. Project Location
Old Town San Diego State Historic Park



PROJECT EVALUATION (PEF)

PCA No.



Project location shown in red (ignore the white boxes)

PROJECT EVALUATION (PEF)



Approximate project location

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

Construction Cash Flow Forecast
 "Sewer and Water Group Job 965 (W)"

Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

SAMPLE REFERENCE

APPENDIX E
LOCATION MAPS

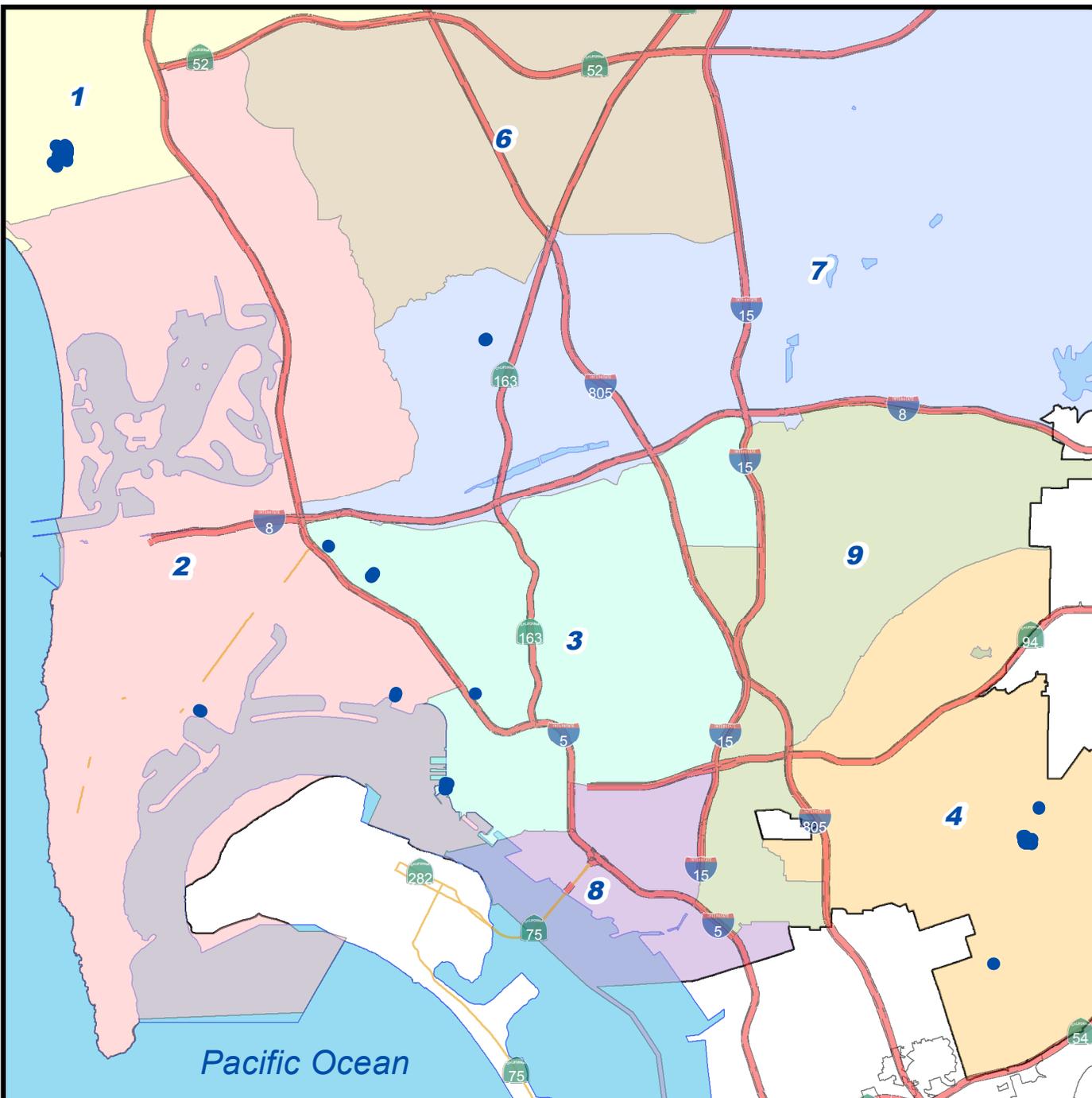
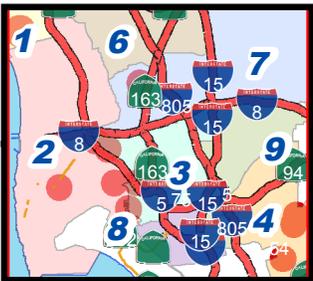
**REMAINING SMALL DIAMETER
CI WATER PH 3**

SENIOR ENGINEER
Brian Vitelle
619-533-5105

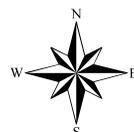
PROJECT MANAGER
Gabriel Torres
619-533-4630

PROJECT ENGINEER
Roy Ganzon
619-533-5247

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



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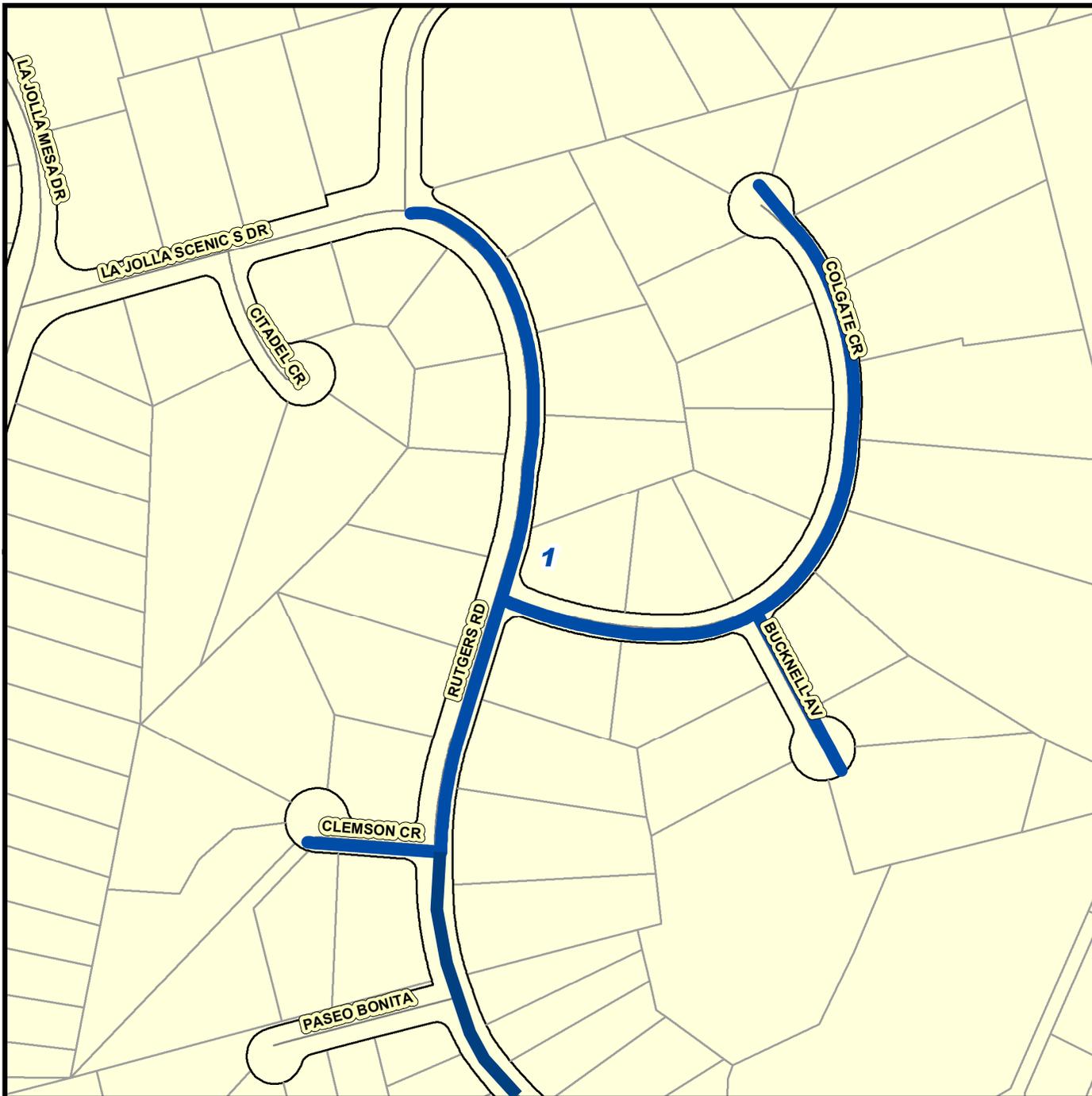
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Brian Vitelle

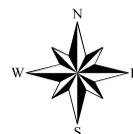
PROJECT MANAGER
Gabriel Torres

PROJECT ENGINEER
Roy Ganzon

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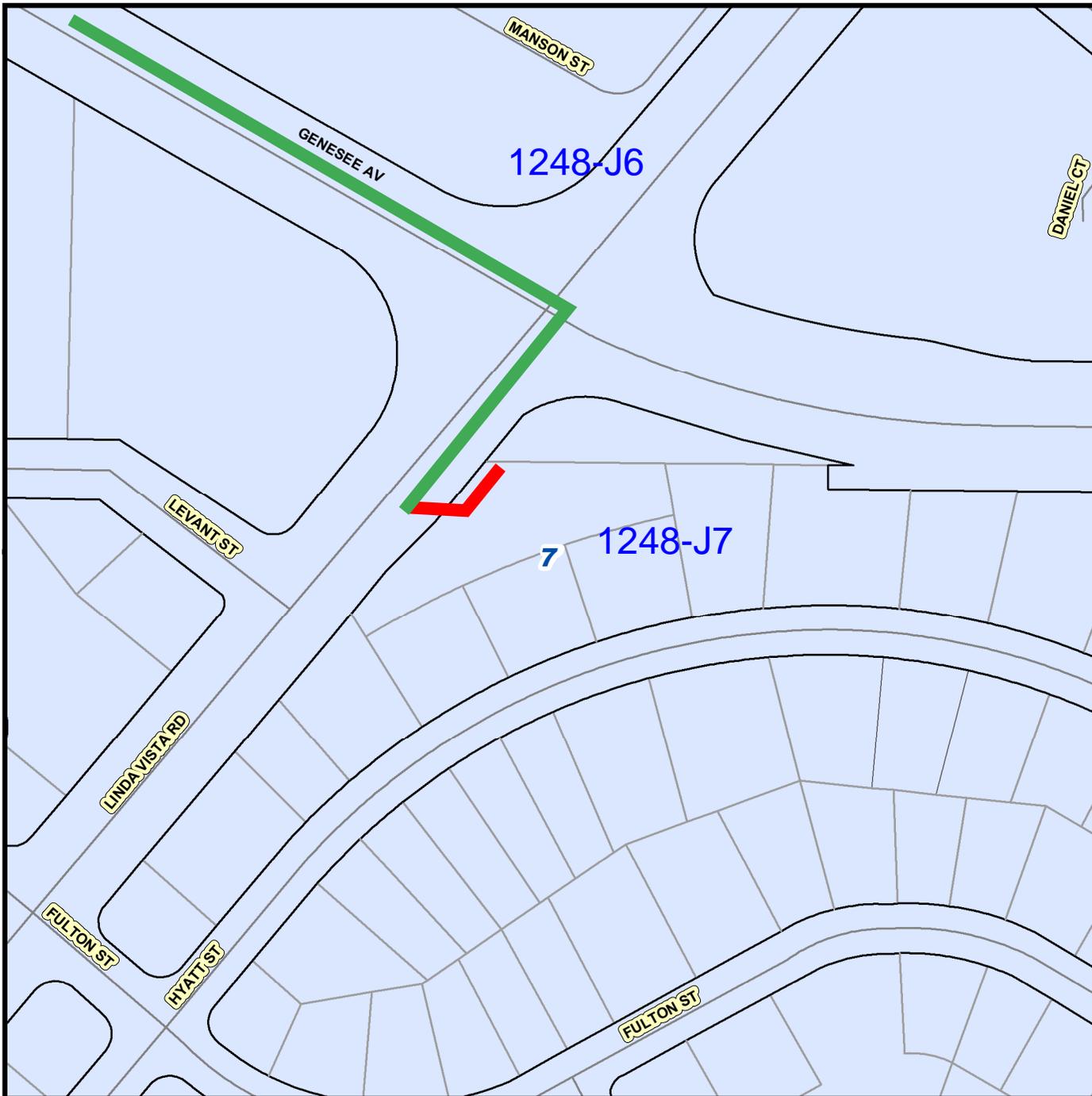
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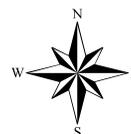
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 Email: engineering@sandiego.gov



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- █ ABANDONMENT
- █ NEW INSTALLATION(ADDED TO THE SCOPE)

COUNCIL DISTRICT: 07
 Date: December 06, 2018



COMMUNITY NAME: LINDA VISTA

SAP ID: B- 17091 (W)



SHEET #: 3 OF 10

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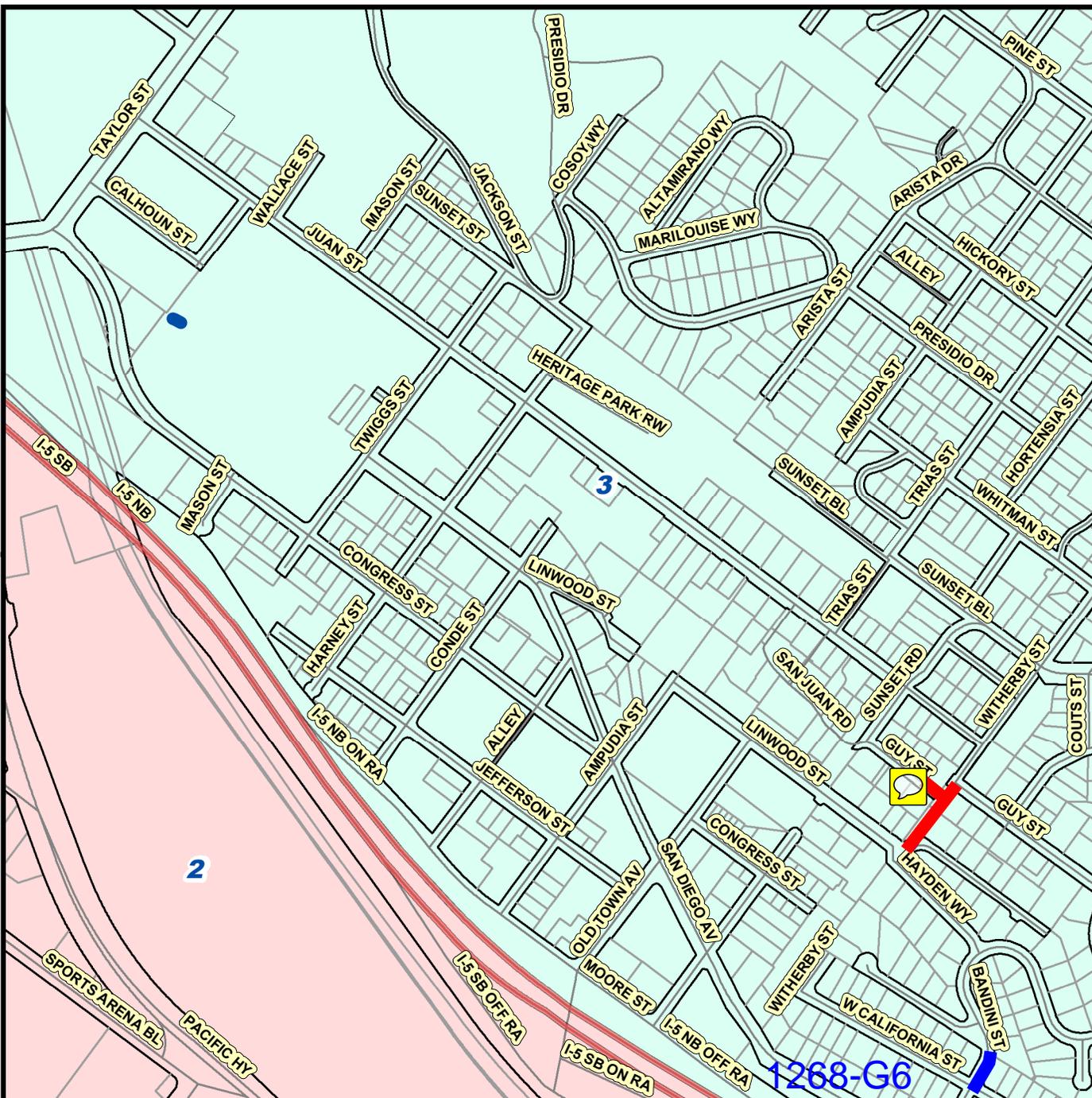
**REMAINING SMALL DIAMETER
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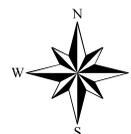
PROJECT ENGINEER
Roy Ganzon
619-533-5247

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



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- █ NEW INSTALLATION
- █ ABANDONMENT



COMMUNITY NAME: UPTOWN

Date: December 06, 2018
Remaining small Diameter CI Water pH 3 Appendix E - Location Maps

COUNCIL DISTRICT: 03



SAP ID: B- 17091 (W)

SHEET #: 4 OF 10

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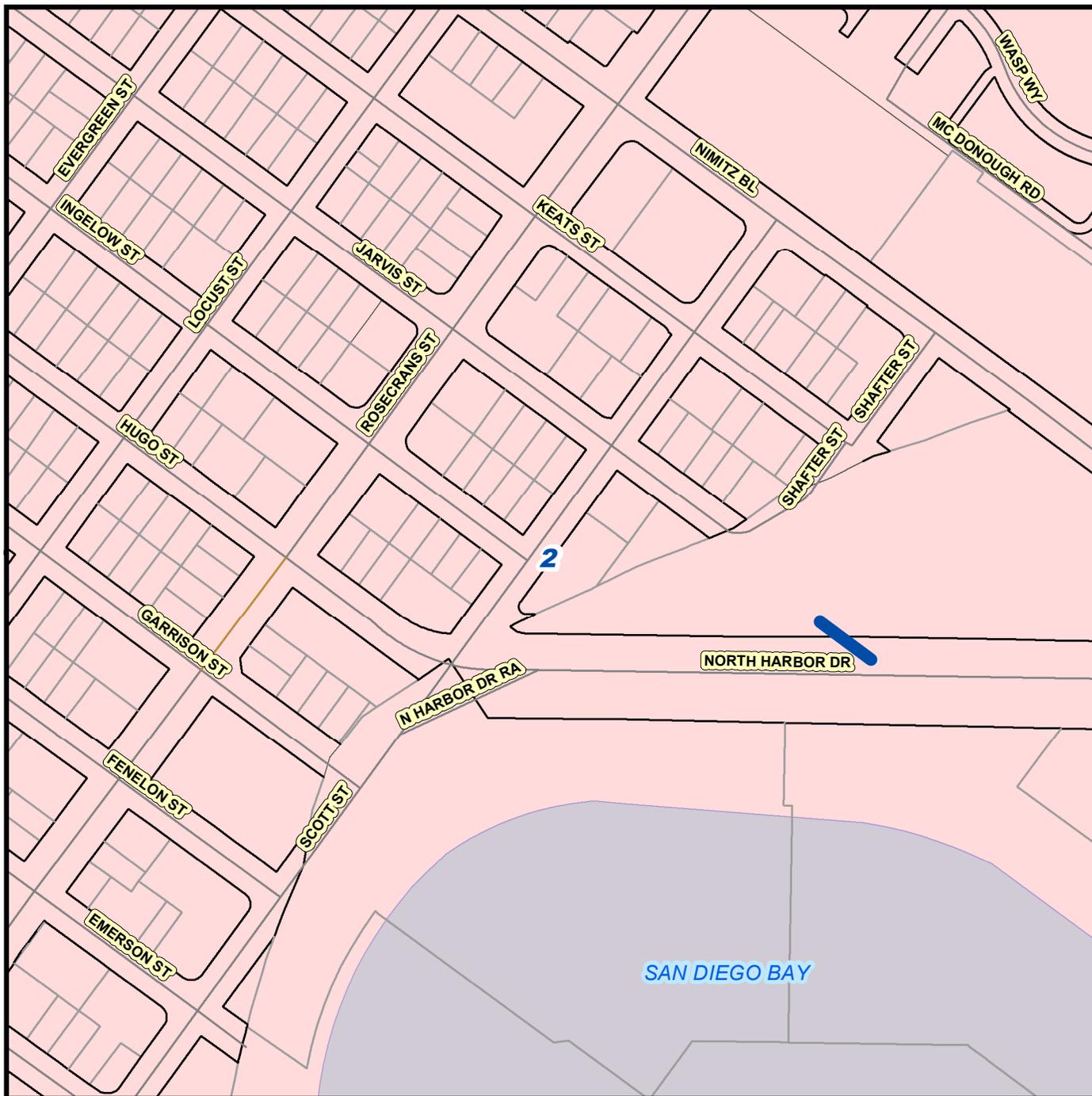
**REMAINING SMALL DIAMETER
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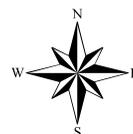
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Remaining Small Diameter CI Water Ph 3



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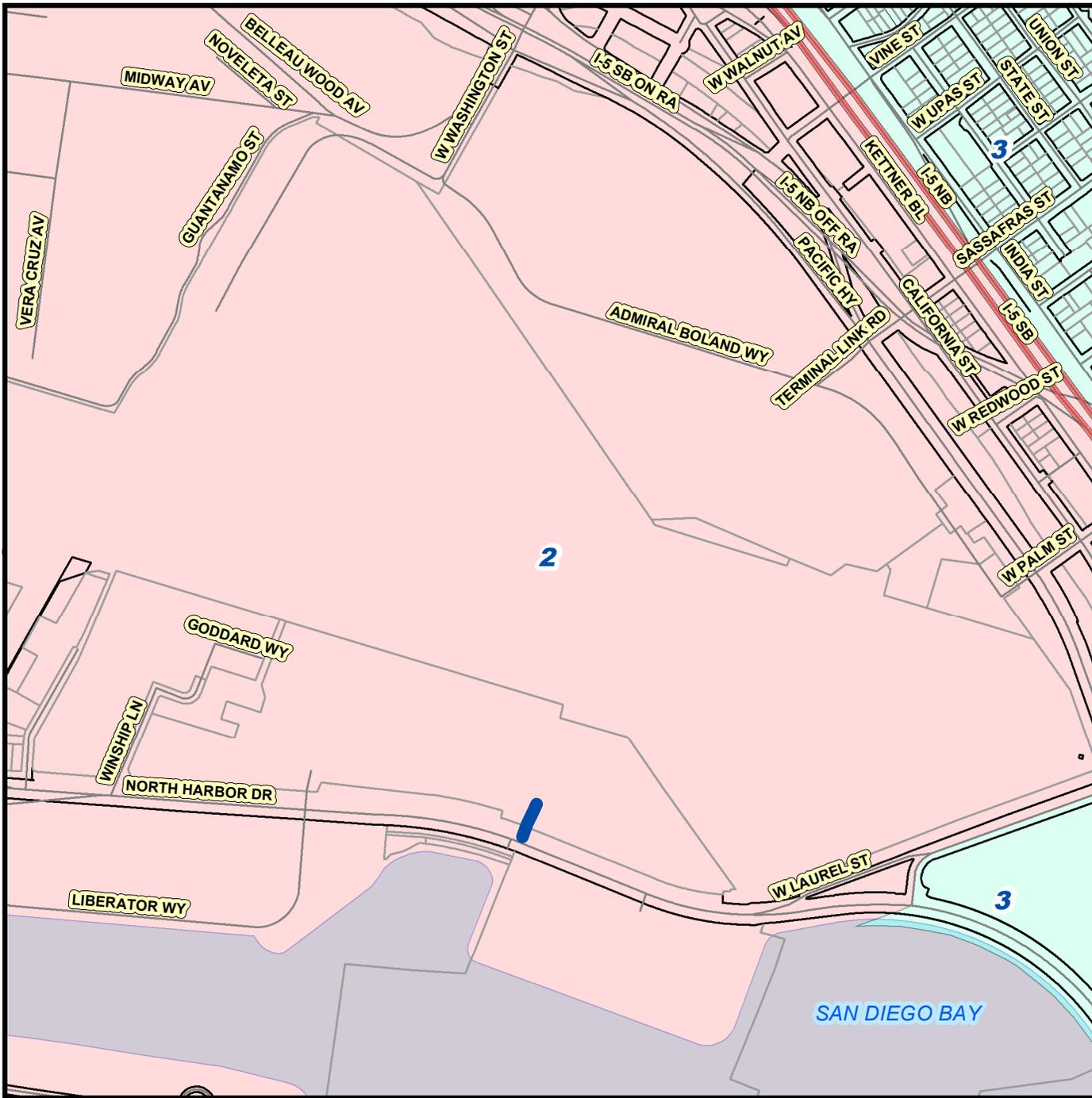
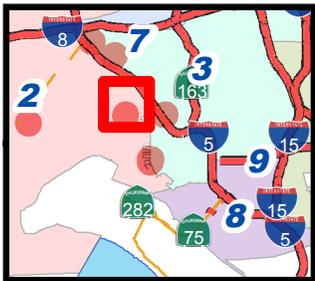
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SENIOR ENGINEER
Brian Vitelle
619-533-5105

PROJECT MANAGER
Gabriel Torres
619-533-4630

PROJECT ENGINEER
Roy Ganzon
619-533-5247

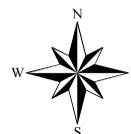
FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend



Remaining Small Diameter CI Water Ph 3



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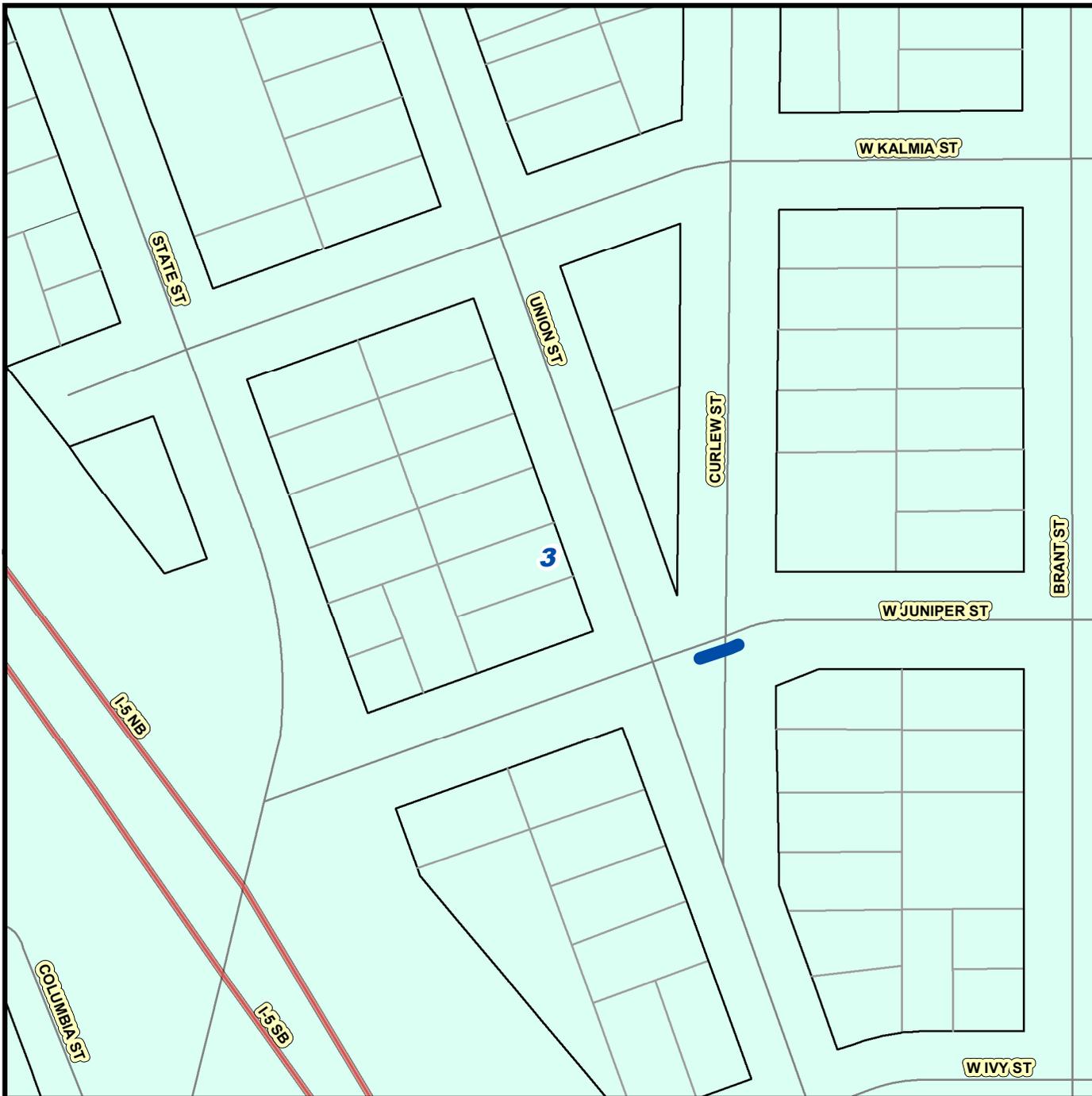
**REMAINING SMALL DIAMETER
CI WATER PH 3**

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PROJECT MANAGER
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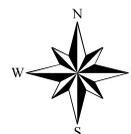
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Legend



Remaining Small Diameter CI Water Ph 3



COMMUNITY NAME: XXXXXX, XXXXXX

COUNCIL DISTRICT: 03

SAP ID: B- 17091 (W)

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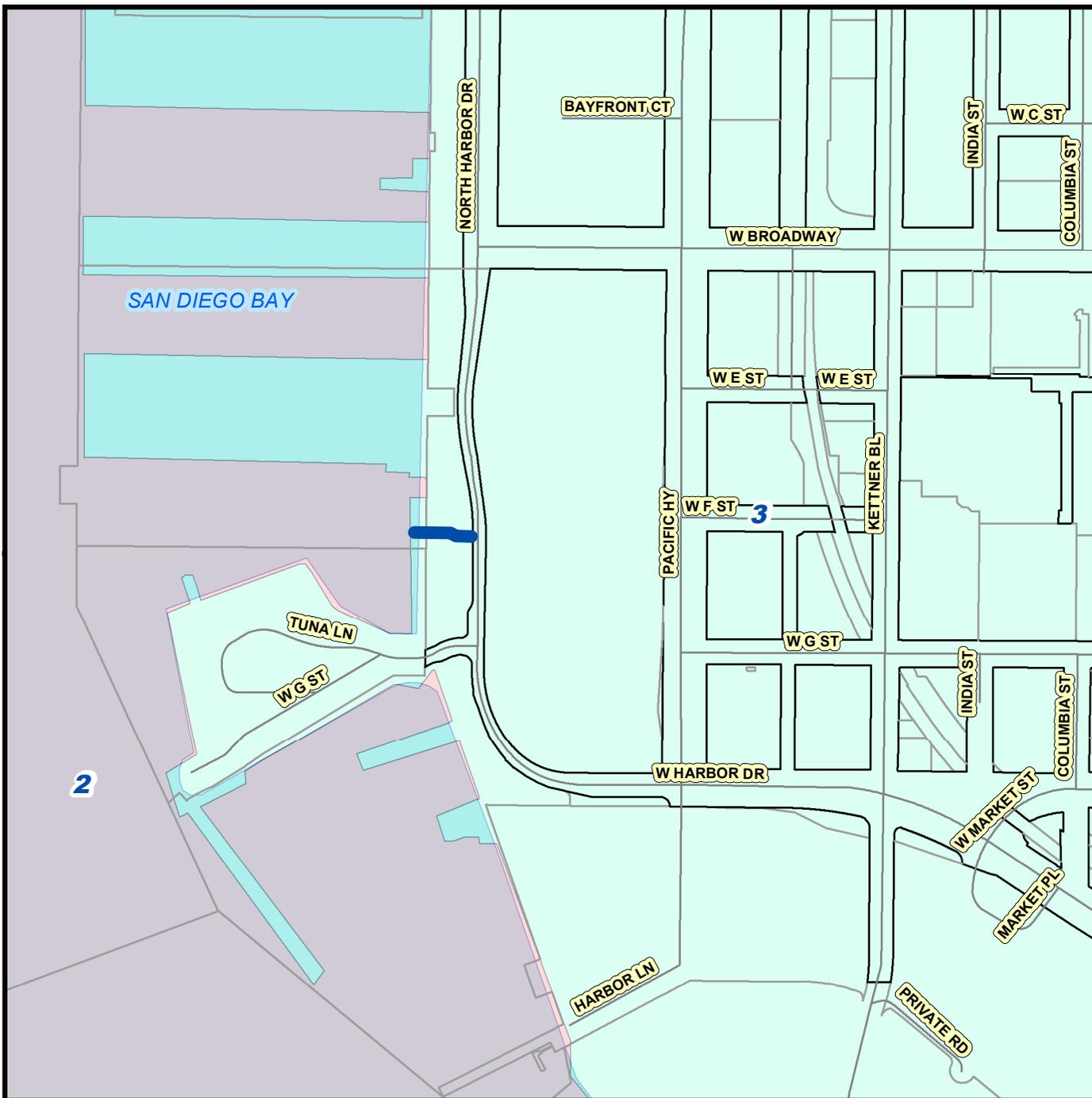
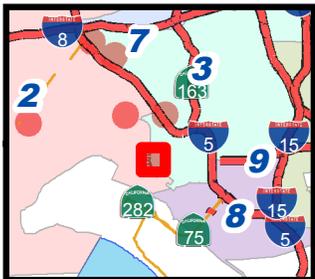
**REMAINING SMALL DIAMETER
CI WATER PH 3**

SENIOR ENGINEER
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619-533-5105

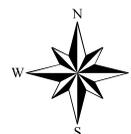
PROJECT MANAGER
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PROJECT ENGINEER
Roy Ganzon
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Legend



Date: November 29, 2017

COMMUNITY NAME: XXXXXX, XXXXXX

COUNCIL DISTRICT: 03

SAP ID: B- 17091 (W)
SHEET #: 8 OF 10

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REMAINING SMALL DIAMETER

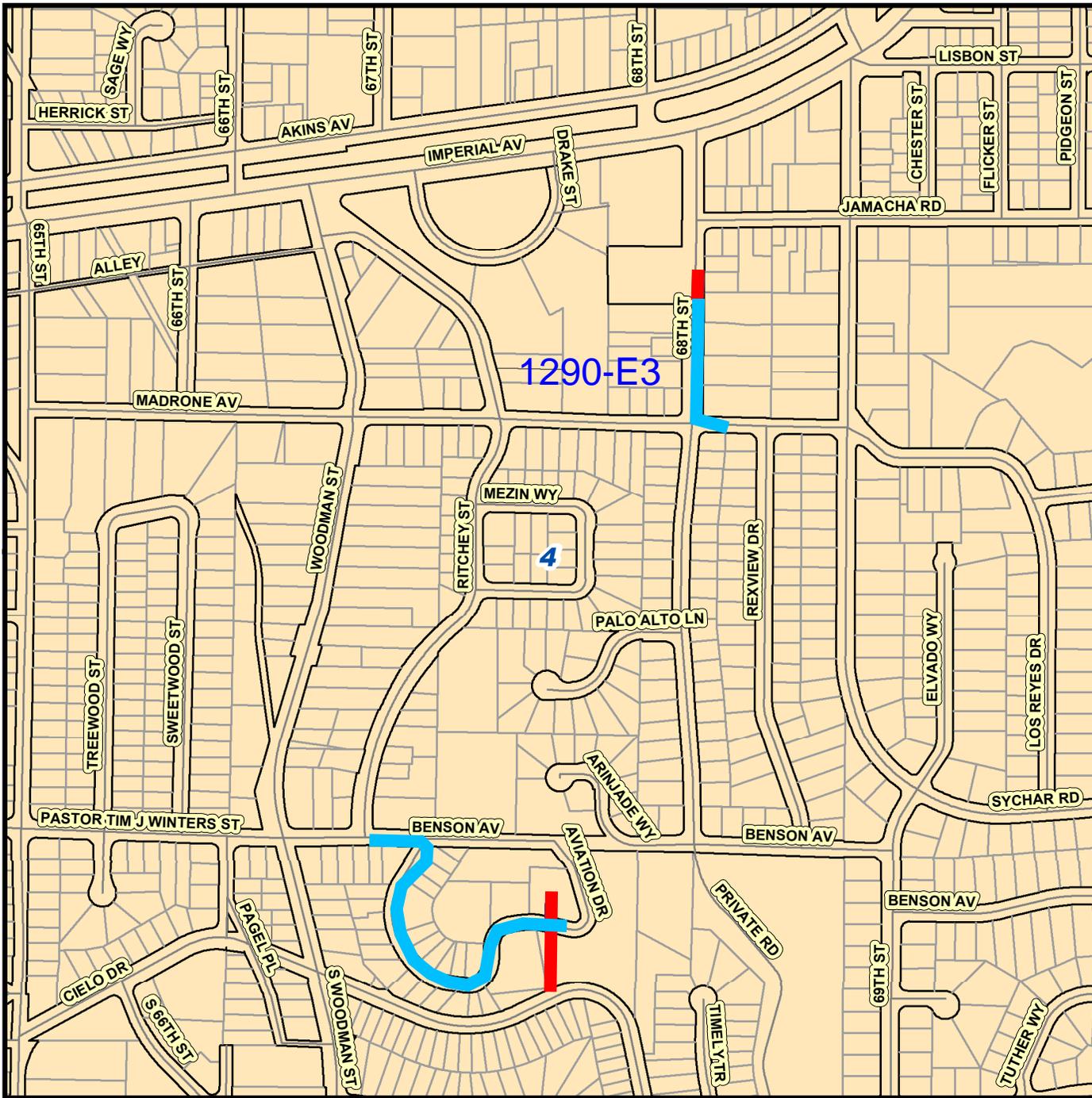
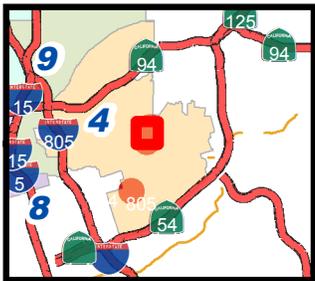
CI WATER PH 3

SENIOR ENGINEER
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619-533-5105

PROJECT MANAGER
Gabriel Torres
619-533-4630

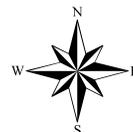
PROJECT ENGINEER
Roy Ganzon
619-533-5247

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend

- █ ABANDONMENT
- █ NEW INSTALLATION



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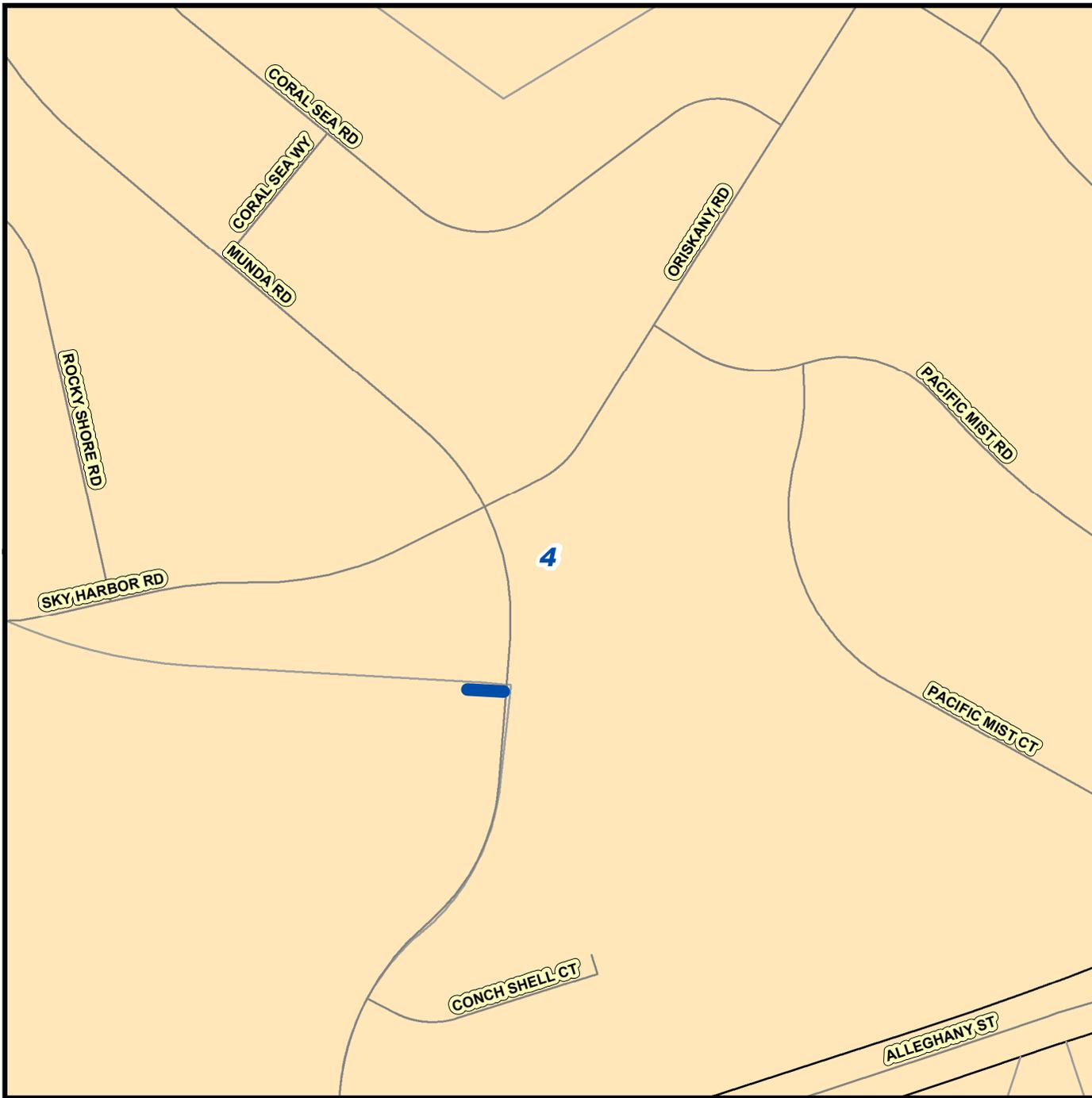
**REMAINING SMALL DIAMETER
CI WATER PH 3**

SENIOR ENGINEER
Brian Vitelle
619-533-5105

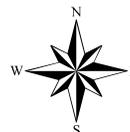
PROJECT MANAGER
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PROJECT ENGINEER
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Legend



Date: November 29, 2017

COMMUNITY NAME: XXXXXX, XXXXXX

COUNCIL DISTRICT: 04

SAP ID: B- 17091 (W)
SHEET #: 10 OF 10

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APPENDIX F
ADJACENT PROJECT MAPS

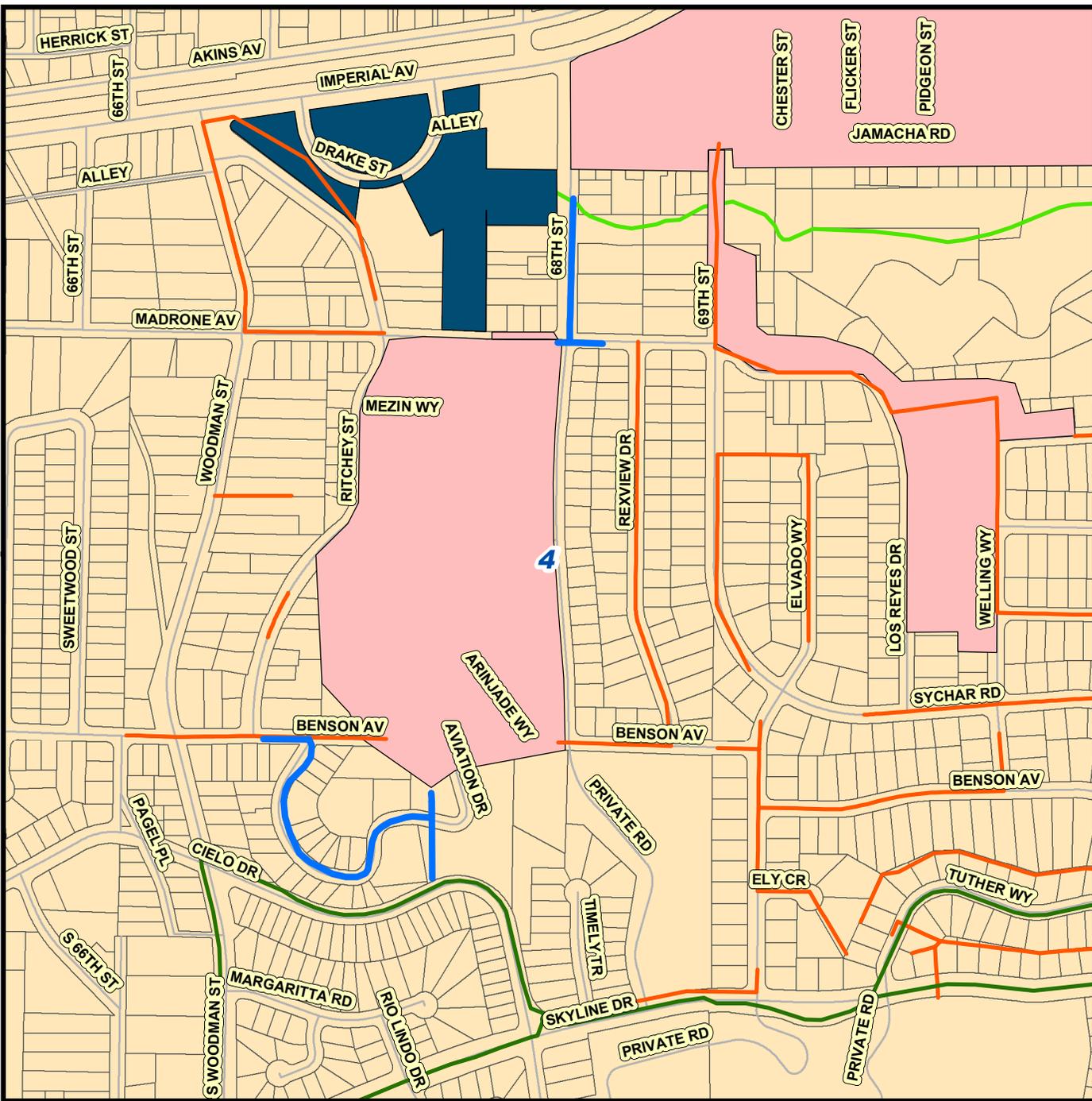
REMAINING SMAL DIAMETER CI WATER PH3

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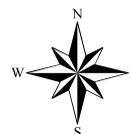
FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend

- S16018|Marie Widman Memorial Pk Sec Lighting
- B15170|Skyline (NW) Green Infrastructure
- B11045|Water Group Job 949
- B14008|Pipeline Rehab AC-1
- B14078|Jamacha Frainage Channel Upgrade
- B17091|Remaining Small Diameter CI Ph3

COUNCIL DISTRICT: 4



COMMUNITY NAME: ENCANTO
NEIGHBORHOODS, SOUTHEASTERN

Date: October 7, 2019

SAP ID: B17091 (W)



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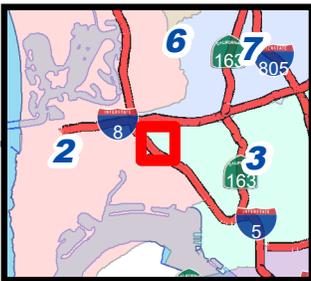
REMAINING SMAL DIAMETER CI WATER PH3

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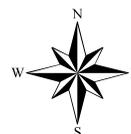
FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend

- B00709|District 2 Block 2-E UUD
- B18185|Accelerated Pipeline Rehab Ref Group 846
- B14106|City Street Light
- B15157|AC Water & Sewer Group 1020 (W)
- B13157|Sewer Group 835
- B17091|Remaining Small Diameter CI Ph3

COUNCIL DISTRICT: 2, 3



COMMUNITY NAME: UPTOWN, MIDWAY Date: October 7, 2019 DISTRICT

SAP ID: B17091 (W)



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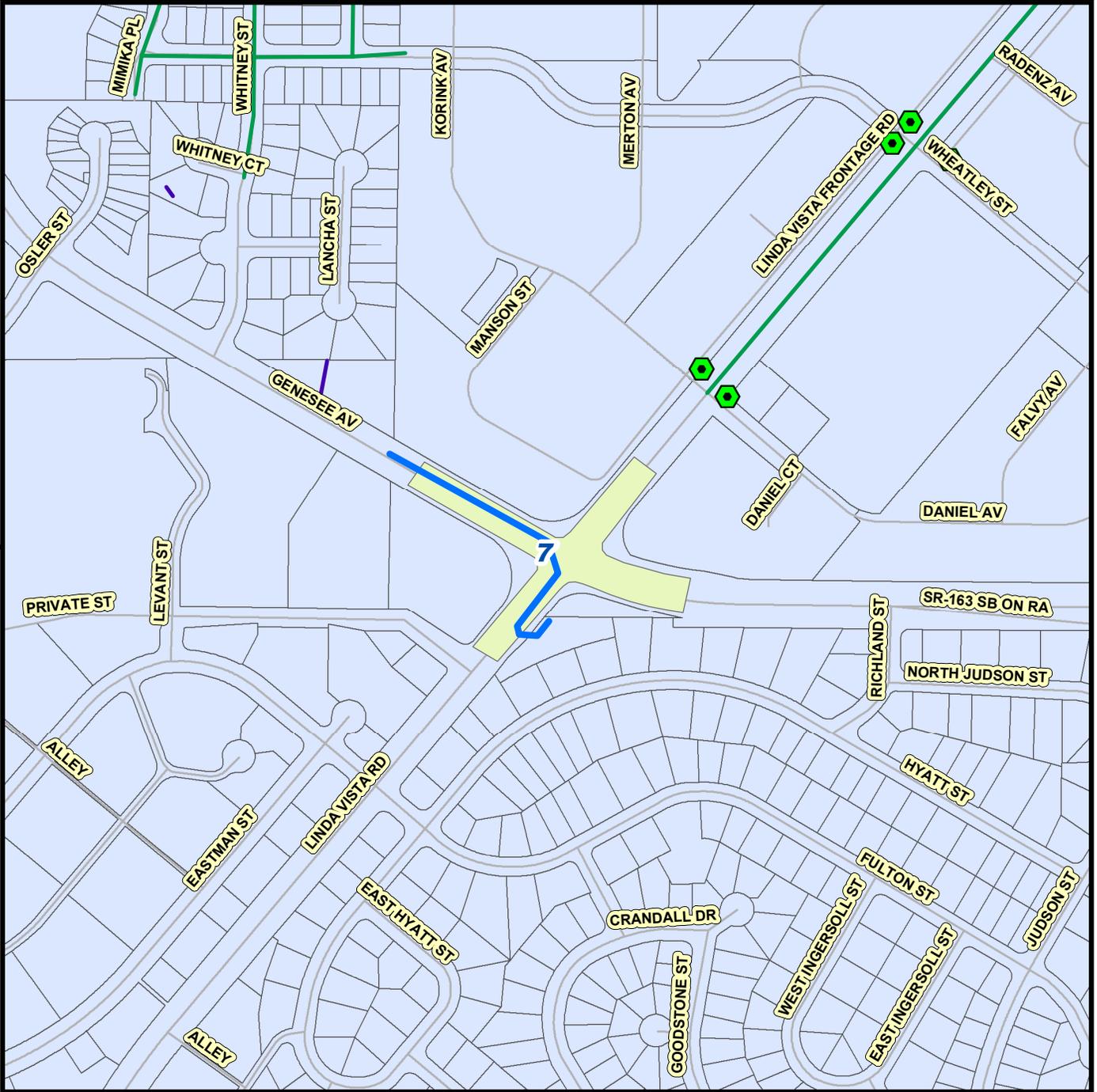
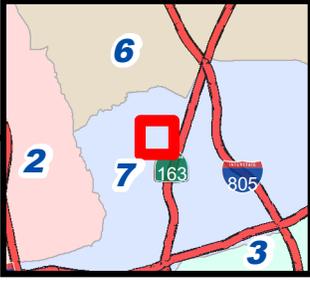
REMAINING SMAL DIAMETER CI WATER PH3

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Email: engineering@sandiego.gov



Legend

- B13108|Group Job 13F Linda Vista DIF CR
- S00907|Linda Vista/Genese Intersection Improve
- B17091|Remaining Small Diameter CI Ph3
- B13210|Whitney & Genesee Ct Storm Drain Repl
- B00374|Sewer & AC Water Group 763 (S)

COUNCIL DISTRICT: 7



COMMUNITY NAME: LINDA VISTA

Date: October 7, 2019

SAP ID: B17091 (W)



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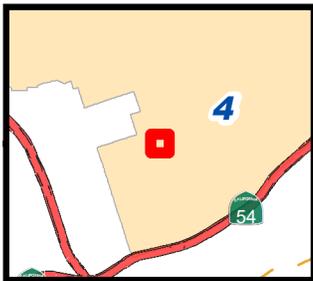
REMAINING SMAL DIAMETER CI WATER PH3

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GABRIEL TORRES
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PROJECT ENGINEER
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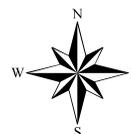
FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend

- B17091|Remaining Small Diameter CI Ph3
- B15201|Pipeline Rehabilitation AJ-1
- B15187|Pipeline Rehabilitation AI-1

COUNCIL DISTRICT: 4



COMMUNITY NAME: SKYLINE, PARADISE HILLS

Date: October 7, 2019

SAP ID: B17091 (W)



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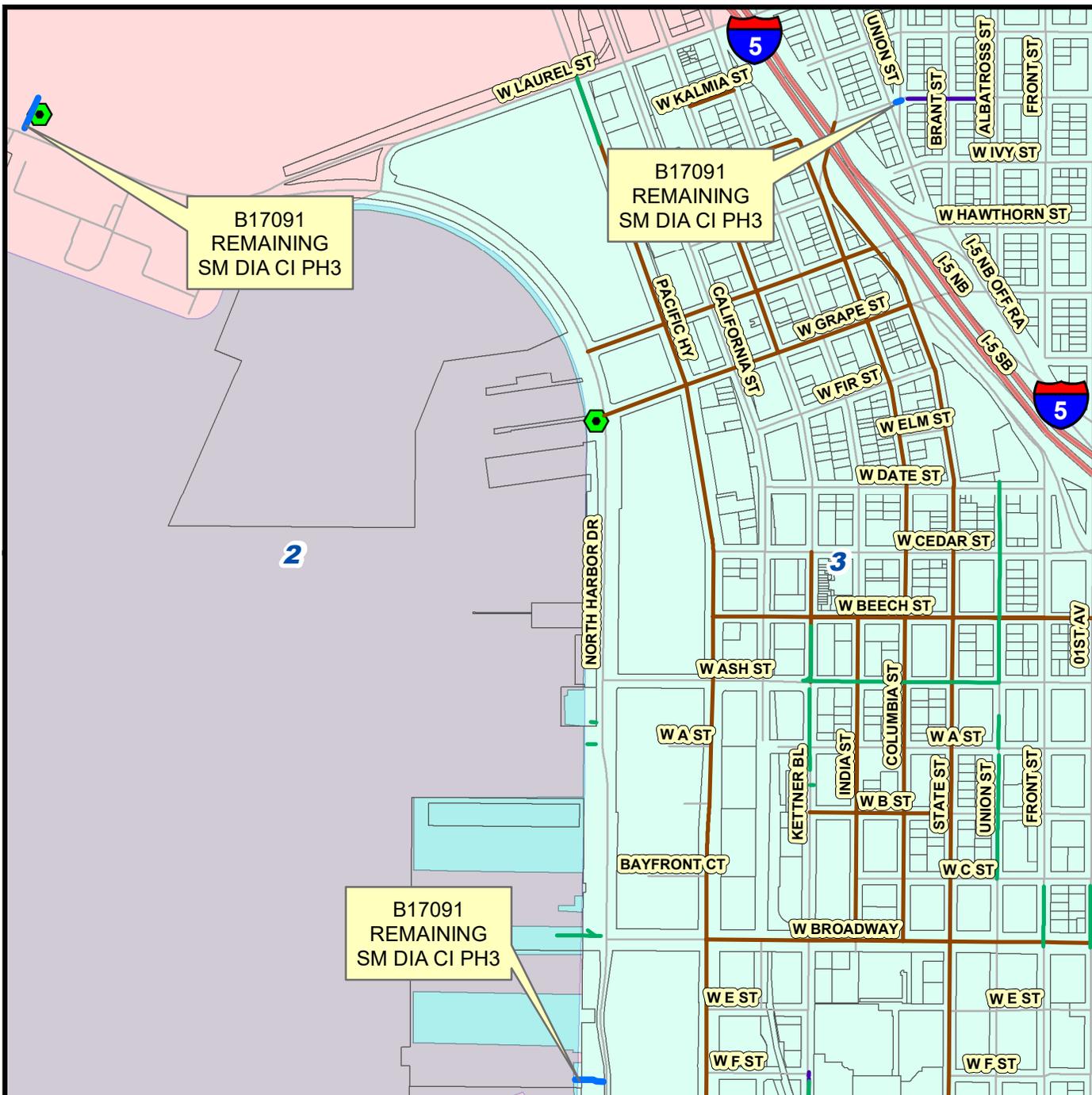
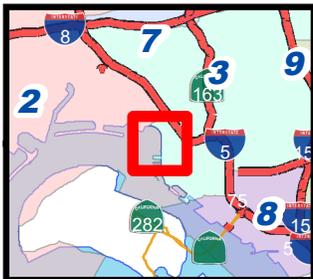
REMAINING SMAL DIAMETER CI WATER PH3

SENIOR ENGINEER
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PROJECT MANAGER
GABRIEL TORRES
619-533-4630

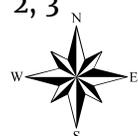
PROJECT ENGINEER
ROY GANZON
619-533-5247

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend COMMUNITY NAME: DOWN TOWN, MIDWAY DISTRICT COUNCIL DISTRICT: 2, 3

- B18022|AC Water & Sewer Group 1033 (S)
- B17056|Downtown Complete Streets Implementation
- B17091|Remaining Small Diameter CI Water Ph3
- ⬢ B19097|Accelerated MH Referral Group 1
- B15206|Remaining Small Diameter CI Water Ph I



Date: October 7, 2019

SAP ID: B17091 (W)



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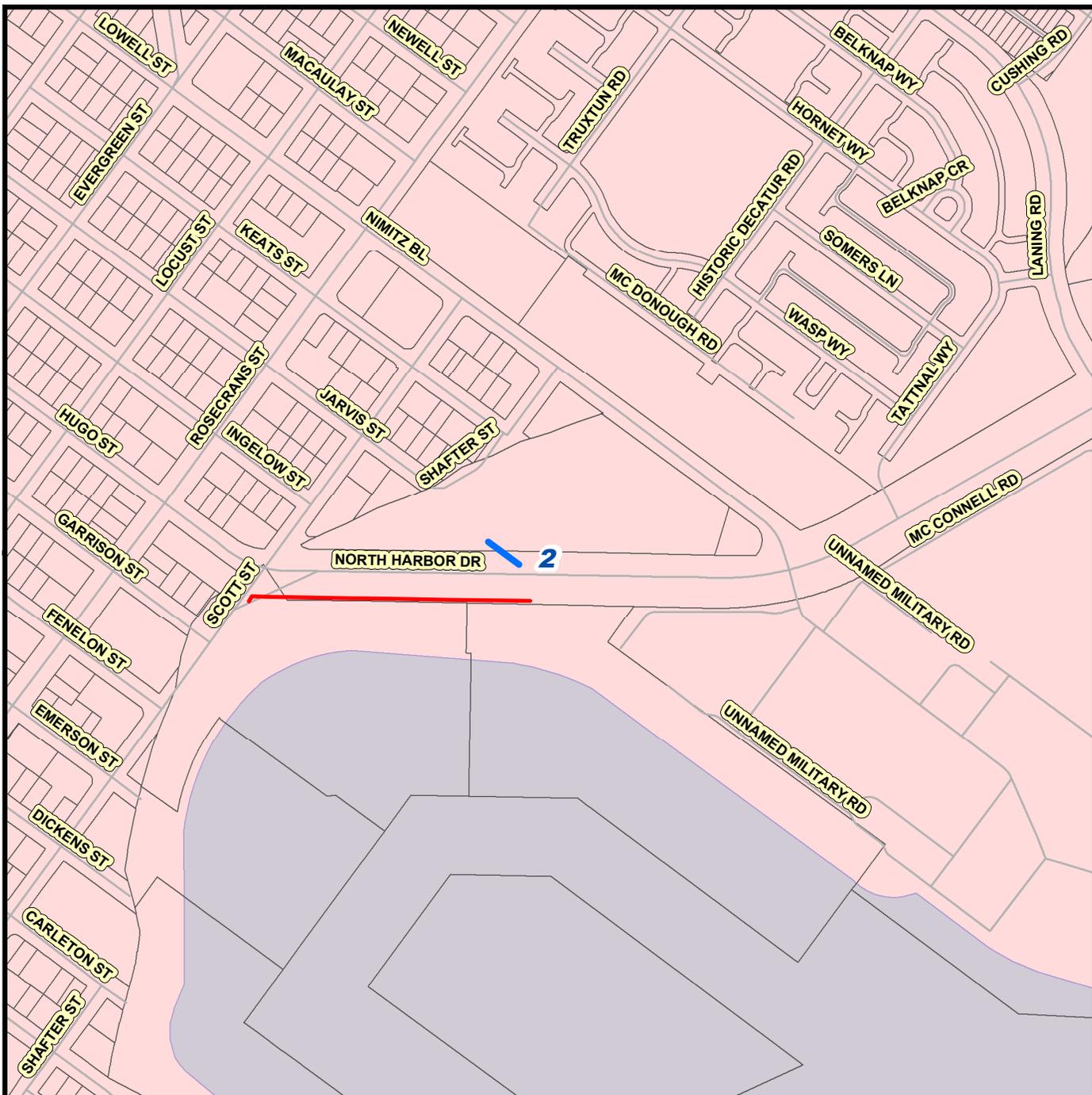
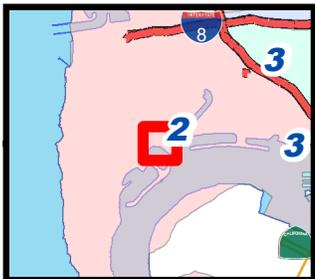
REMAINING SMAL DIAMETER CI WATER PH3

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PROJECT ENGINEER
ROY GANZON
619-533-5247

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend

COMMUNITY NAME: PENINSULA, POINT LOMA COUNCIL DISTRICT: 2
Date: October 7, 2019

- B17091|Remaining Small Diameter CI Ph3
- B18064|Sewer & AC Water Group 1034 (W)



SAP ID: B17091 (W)



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APPENDIX G

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Appendix G

City of San Diego
Asphalt Concrete Overlay

Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

Dig out Locations: 1. _____
2. _____
3. _____

Tack Coat Application Rate @ Locations:
1. _____
2. _____
3. _____

Asphalt Temperature at Placement @ Locations:
1. _____
2. _____
3. _____

Asphalt Depth @Locations:
1. _____
2. _____
3. _____

Compaction Test Result @Locations:
1. _____
2. _____
3. _____

Location and nature of defects:

- 1. _____
- 2. _____
- 3. _____

Remedial and Corrective Actions taken or proposed for Engineer's approval:

- 1. _____
- 2. _____
- 3. _____

Date's City Laboratory representative was present:

- 1. _____
- 2. _____
- 3. _____

Verified the following:

- 1. Proper Storage of Materials & Equipment
- 2. Proper Operation of Equipment
- 3. Adherence to Plans and Specs
- 4. Review of QC Tests
- 5. Safety Inspection

Initials:

- _____
- _____
- _____
- _____
- _____

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

City of San Diego
Rubber Polymer Modified Slurry
Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Ambient Temperature (Start of Work): _____ Time: _____

Environmental Considerations: _____

Locations (Address Range/Cross Streets):

1. _____
2. _____
3. _____

Approved Mix Design: _____

Material Suppliers: _____

RPMS Type(s): _____

Slurry Machine #'s: _____

Estimated Cure Time (Break) of Slurry: _____

Pre-Mix (Per 100 Counts)

Gate Setting/Emulsion %: _____

Aggregate Weight: _____

Cement % (by weight of aggregate): _____

Crumb Rubber % (by volume of cement): _____

Machine Inspection

Leaks: _____

Sprayers: _____

Emulsion Filter: _____

Carbon Black: _____

Spreader Box Inspection

Cleanliness: _____

Augers: _____

Rubbers: _____

Fabric: _____

Runners: _____

City of San Diego
Rubber Polymer Modified Slurry
Contractor's Daily Quality Control Inspection Report

Project Conditions

Crack Fill: _____
Asphalt Deficiencies: _____
Cleanliness: _____
Impediments/Other: _____

Communication to Client/ Resident Engineer

Crack Fill: _____
Asphalt Deficiencies: _____
Cleanliness: _____
Impediments/Other: _____

Test Lab

Tech: _____ Time on Site: _____

Notes

QCP Administrator Signature:

Date Signed:

APPENDIX H

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf), and as follows:

Project Name:		WBS No.:		Watershed No.	
Qualified Person Conducting Tests:		signature			

BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE

By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.

Event #1												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence ⁷			Notes Report exceedence to RE & complete page 2 of 2
					Measure	Unit	Time	Result	Limit	No	Yes	
Inlet Location Start Date: Time: End Date: Time:	Superchlorinated <small>(Chlorine added for disinfection)</small>	TSW <small>(All Categories)</small>	Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	Large Volume <small>(≥ 325,850 gal)</small>	PUD <small>(All Categories)</small>	Dechlorination <small>(diffusers, chemicals, etc.)</small>				Reused <small>(if any)</small>					
	Well Dev/Rehab <small>(Not Typical)</small>	Water Board <small>(Large Volume Only)</small>	Inlet Protection		Turbidity	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	Small Volume/Other <small>(No Sampling Required)</small>	County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	Erosion Controls									
			Sediment Controls		pH	Unit			Range 6.5 to 8.5			

Event #2												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence ⁷			Notes Report exceedence to RE & complete page 2 of 2
					Measure	Unit	Time	Result	Limit	No	Yes	
Inlet Location Start Date: Time: End Date: Time:	Superchlorinated <small>(Chlorine added for disinfection)</small>	TSW <small>(All Categories)</small>	Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	Large Volume <small>(≥ 325,850 gal)</small>	PUD <small>(All Categories)</small>	Dechlorination <small>(diffusers, chemicals, etc.)</small>				Reused <small>(if any)</small>					
	Well Dev/Rehab <small>(Not Typical)</small>	Water Board <small>(Large Volume Only)</small>	Inlet Protection		Turbidity	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	Small Volume/Other <small>(No Sampling Required)</small>	County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	Erosion Controls									
			Sediment Controls		pH	Unit			Range 6.5 to 8.5			

Instructional Notes found on the Page 2 of 2

Submit completed Form to RE

Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

Event #1	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Event #2	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Instructional Notes

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
- 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
- 3) Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

Contact	When to Notify	Email
TSW	3 days prior to all discharges	SWPPP@SanDiego.gov
PUD	3 days prior to all discharges	CompReports@SanDiego.gov Rdavenport@SanDiego.gov
San Diego Water Board	3 days prior to Large Volume discharges	SanDiego@WaterBoards.ca.gov Ben.Neill@WaterBoards.ca.gov
County of San Diego	3 days prior if 100,000 gal and within 1/4 mile of ocean/bay	DEH: Joseph.Palmer@SDCounty.ca.gov Dominique.Edwards@SDCounty.ca.gov
	3 days prior if enter county MS4 or unincorporated County	WPP: Nicholas.DeValle@SDCounty.ca.gov LUEG.Watersheds@sdcounty.ca.gov

- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed or modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in the notes
- 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
- 6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 min, 50-60 min, last 10 min
Large Volume	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Well Dev/Rehab	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Small Volume/Other	None required	N/A

- 7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Chlorine	Field Measure	0.10 mg/L-Cl
Turbidity	Visual Estimate	20 NTU for inland waters
		225 NTU for ocean 100 NTU for wells
pH	Field Measure	6.5 - 8.5

APPENDIX I
HAZARDOUS WASTE LABEL/FORMS

HAZARDOUS WASTE

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

GENERATOR NAME _____

ADDRESS _____ 24 HR. PHONE () _____

CITY _____ STATE _____ ZIP _____

EPA ID NO. _____ MANIFEST DOCUMENT NO. _____

EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ / ____ / ____

CONTENTS, COMPOSITION _____

PROPER DOT SHIPPING NAME _____

TECHNICAL NAME (S) _____

UN/NA NO. WITH PREFIX _____

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

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

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

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

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

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

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

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX J
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
• This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
• Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX K

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

Photo 1



- B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



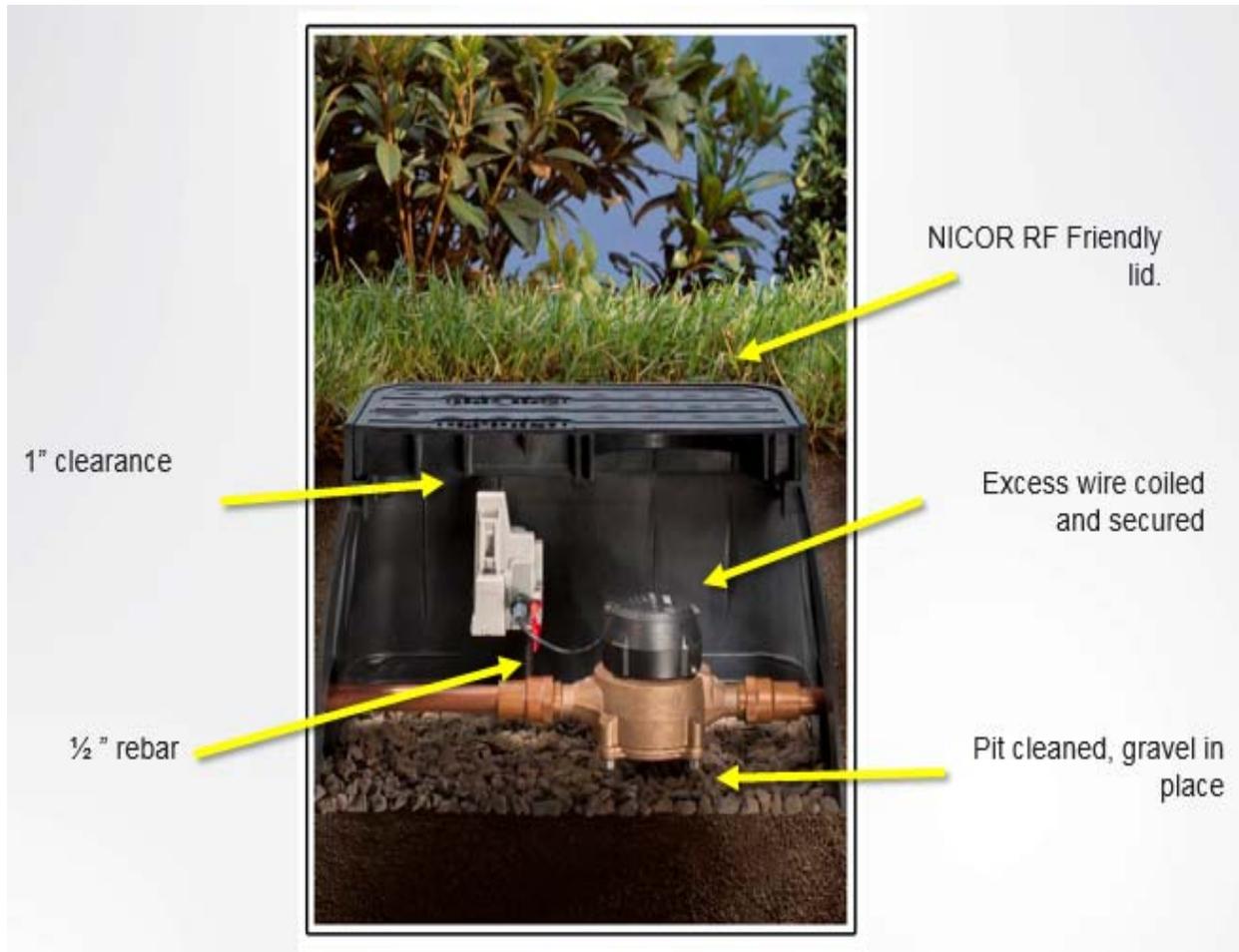
- Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

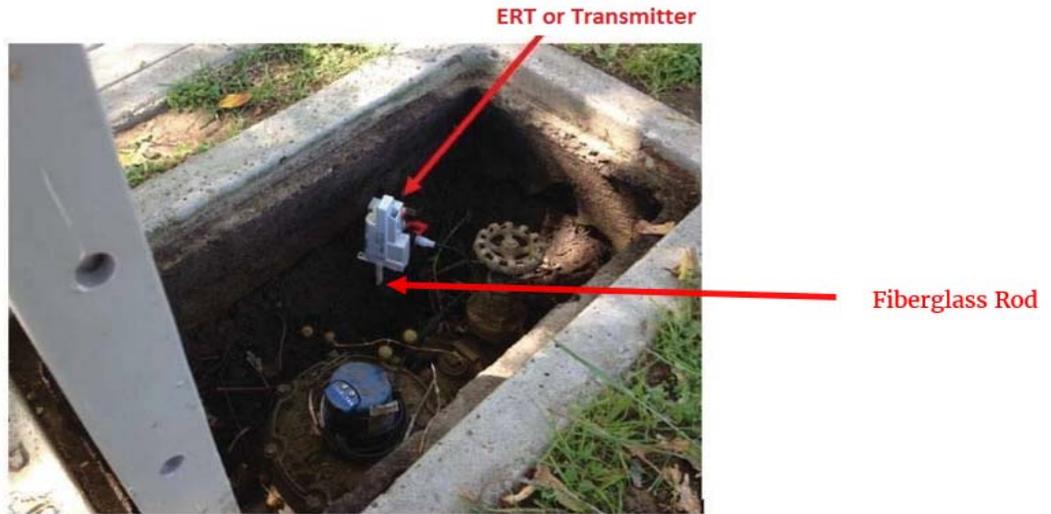


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

ATTACHMENT F
RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Burtech Pipeline Incorporated, herein called "Contractor" for construction of **Remaining Small Diameter CI Water pH 3**; Bid No. K-20-1913-DBB-3; in the amount of Three Million Six Hundred Fourty Four Thousand Six Hundred Eighty Dollars and Zero cents (\$3,644,684.00), which is comprised of the Base Bid plus Additive Alternates A and B, consisting of an amount not to exceed \$1,200,000.00 for Phase I and \$2,444,680.00 for Phase II.

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 Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement.
 - (e) That certain documents entitled **Remaining Small Diameter CI Water pH 3**, on file in the office of the Public Works Department as Document No. **B-17091**, 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 **Remaining Small Diameter CI Water pH 3**, Bidding Number **K-20-1913-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 and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney

By 

Print Name: Stephen Samara
Principal Contract Specialist
Public Works Department

Print Name: Pedro DeLara, Jr.
Deputy City Attorney

Date: 5/21/2020

Date: 6/8/20

CONTRACTOR

By 

Print Name: Dominic J. Burtech

Title: President & CEO

Date: April 8, 2020

City of San Diego License No.: B1996002066

State Contractor's License No.: 718202

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000006324

CERTIFICATIONS AND FORMS

The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

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.

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act", of the project specifications, and that:

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

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

Remaining Small Diameter CI Water pH 3

(Project Title)

as particularly described in said contract and identified as Bid No. **K-20-1913-DBB-3**; SAP No. **B-17091**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION**

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - Section 3-2, "SELF-PERFORMANCE", which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| 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.

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION**

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| 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.

ELECTRONICALLY SUBMITTED FORMS

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- C. LIST OF SUBCONTRACTORS FOR ALTERNATE ITEMS**
- D. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- E. DEBARMENT AND SUSPENSION CERTIFICATION**

Bids will not be accepted until ALL the above-named forms are submitted as part of the bid submittal

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

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

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

REMAINING SMALL DIAMETER CI WATER PH3

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

SIGNED AND SEALED, this 27TH day of FEBRUARY, 20 20

BURTECH PIPELINE, INCORPORATED (SEAL) (Principal) NORTH AMERICAN SPECIALTY INSURANCE COMPANY (SEAL) (Surety)

By: [Signature]
(Signature)
DOMINIC J. BURTECH, JR., PRESIDENT

By: [Signature]
(Signature)
MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On 3/2/20 before me, Arthur P. Arquilla, Notary Public
(Here insert name and title of the officer)

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

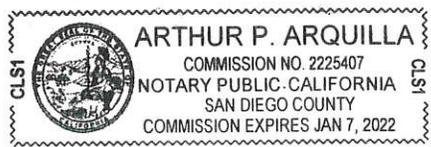
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Arthur P. Arquilla

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

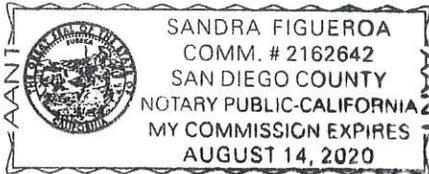
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO }

On 2/27/2020 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

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

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION GENERAL POWER OF ATTORNEY

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

JOHN G. MALONEY, HELEN MALONEY, SANDRA FIGUEROA, MARK D. IATAROLA, JESSICA SCHMAL
AND TRACY LYNN RODRIGUEZ JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

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

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



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

By [Signature]
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19TH day of JUNE, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois ss:
County of Cook

On this 19TH day of JUNE, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of FEBRUARY, 20 20.

[Signature]

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

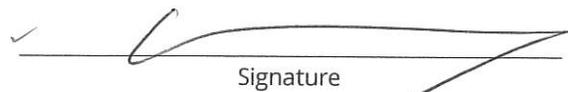
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
None					

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO
Name

 Date 3/3/2020
Signature

USE ADDITIONAL FORMS AS NECESSARY

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE
***** FOR USE WHEN LISTING SUBCONTRACTORS ON ALTERNATES *****
 (Use Additional Sheets As Needed)

ADDITIVE/DEDUCTIVE ALTERNATE	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
None	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| 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.

DEBARMENT AND SUSPENSION CERTIFICATION

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders</i> and <i>contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City.

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 Names of the Principal Individual owner(s)

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

NAME	TITLE
Dominic J. Burtech	President & CEO
Julie J. Burtech	Exec. VP & 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.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

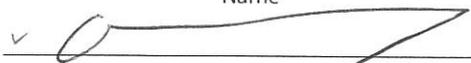
If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name

✓  _____

Signature

Date 3/3/2020

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

Names of the Principal individual owner(s)

FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
McGrath Consulting Michael McGrath	owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
G. Scott Asphalt Inc. Dan C. Wemple Lionel M. Kahn	President Secretary

SUBCONTRACTOR SUPPLIER MANUFACTURER

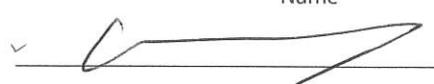
NAME	TITLE
Code3 Media Chris Marquat	Owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Two Rivers Strategies Reema Makani Boccia	President

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name _____

Signature _____
Date 3/3/2020

***USE ADDITIONAL FORMS AS NECESSARY**

Names of the Principal individual owner(s)

FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Rec Trucking	
Rafael Teran	owner / President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Southwest Traffic Signal	
Ryan T. Clark	President
James E. Cress	Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Payco Specialties, Inc.	
Rebecca Llewelyn	President
Jeff Llewelyn	Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Red Tail Environmental	
Clinton J. Linton	President

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name _____

Signature _____ Date 3/3/2020

***USE ADDITIONAL FORMS AS NECESSARY**

Names of the Principal individual owner(s)

FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
YBS Concrete Inc. Rodolfo Sanchez	owner / President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
California Asphalt Paving & Grading Christopher Vasquez	Owner / President

SUBCONTRACTOR SUPPLIER MANUFACTURER

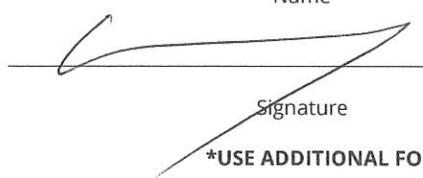
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name _____

Signature _____ Date 3/3/2020

***USE ADDITIONAL FORMS AS NECESSARY**

Bid Results

Bidder Details

Vendor Name Burtech Pipeline Incorporated
Address 102 Second Street
 Encinitas, CA 92024
 United States
Respondee BUDDY AQUINO
Respondee Title ESTIMATOR
Phone 760-634-2822 Ext.
Email buddy@burtechpipeline.com
Vendor Type PQUAL,CADIR,Local
License # 718202
CADIR 1000006324

Bid Detail

Bid Format Electronic
Submitted March 3, 2020 11:21:25 AM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 204077
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Contractors Certification of Pending Actions	Contractors Certification of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Subcontractors Additive Deductive Alternate	Subcontractor's Additive Deductive Alternate.pdf	LIST OF SUBCONTRACTORS FOR ALTERNATE ITEMS
Mandatory Disclosure of Business Interests Forms	Mandatory Disclosure of Business Interests Form.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Debarment and Suspension Certification	Debarment and Suspension Certification.pdf	DEBARMENT AND SUSPENSION CERTIFICATION
Bid Bond	Bid Bond.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Main Bid						
1	Bonds (Payment and Performance)					
	524126	LS	1	\$30,170.81	\$30,170.81	
2	Exclusive Community Liaison Services					
	541820	LS	1	\$19,000.00	\$19,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
3	Archaeological and Native American Monitoring Program					
	541690	LF	100	\$52.00	\$5,200.00	
4	Archaeological and Native American Mitigation and Curation (EOC Type I)					
	541690	AL	1	\$5,000.00	\$5,000.00	
5	Mobilization					
	237110	LS	1	\$100,000.00	\$100,000.00	
6	Field Orders (EOC Type II)					
		AL	1	\$200,000.00	\$200,000.00	
7	Clearing and Grubbing					
	238910	LS	1	\$7,500.00	\$7,500.00	
8	Asphalt Pavement Repair					
	237310	TON	35	\$285.00	\$9,975.00	
9	Subgrade Imported Backfill					
	237310	TON	35	\$100.00	\$3,500.00	
10	Class 2 Aggregate Base					
	237310	TON	30	\$100.00	\$3,000.00	
11	Crushed Aggregate Base					
	238910	TON	300	\$1.00	\$300.00	
12	Rubber Polymer Modified Slurry (RPMS) Type I					
	237310	SF	116090	\$0.54	\$62,688.60	
13	Rubber Polymer Modified Slurry (RPMS) Type II					
	237310	SF	116090	\$0.50	\$58,045.00	
14	Pavement Restoration Adjacent to Trench					
	237310	SF	8681	\$10.00	\$86,810.00	
15	Asphalt Concrete Overlay					
	237310	TON	1521	\$152.00	\$231,192.00	
16	Concrete Pavement (6 Inch Thick)					
	238910	CY	52	\$442.75	\$23,023.00	
17	Crack Seal					
	237310	LB	177	\$38.00	\$6,726.00	
18	Replace Existing Curb Ramps with Standard Sidewalk					
	237310	SF	150	\$12.00	\$1,800.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
19	Additional Curb and Gutter Removal and Replacement					
	237310	LF	55	\$60.00	\$3,300.00	
20	Additional Sidewalk Removal and Replacement					
	237310	SF	105	\$12.00	\$1,260.00	
21	Curb and Gutter (6 Inch Curb, Type G)					
	237310	LF	30	\$60.00	\$1,800.00	
22	Cross Gutter					
	237310	SF	3242	\$20.00	\$64,840.00	
23	Curb Ramp (Type A) with Detectable Warning Tiles					
	237310	EA	4	\$4,000.00	\$16,000.00	
24	Curb Ramp (Type C2) with Detectable Warning Tiles					
	237310	EA	3	\$4,100.00	\$12,300.00	
25	Curb Ramp Modified (Type C2, Per [D-23-24]) with Detectable Warning Tiles					
	237310	EA	2	\$4,200.00	\$8,400.00	
26	Additional Sidewalk					
	237310	SF	210	\$12.00	\$2,520.00	
27	Phased Paving					
	237110	EA	6	\$100.00	\$600.00	
28	Abandon and Fill Existing Water Main Outside of the Trench Limit					
	237110	LF	3400	\$20.00	\$68,000.00	
29	Removal or Abandonment of Existing Water Facilities					
	237110	LS	1	\$30,000.00	\$30,000.00	
30	Handling and Disposal of Non-friable Asbestos Material					
	237110	LF	1108	\$12.00	\$13,296.00	
31	Additional Bedding					
	237110	CY	75	\$1.00	\$75.00	
32	Water Main (8 Inch) PVC					
	237110	LF	856	\$201.00	\$172,056.00	
33	Water Main (8 Inch, Class 305) PVC					
	237110	LF	5747	\$121.00	\$695,387.00	
34	Water Main (12 Inch) PVC					
	237110	LF	2078	\$184.00	\$382,352.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
35	Gate Valve (8 Inch)					
	237110	EA	37	\$1,850.00	\$68,450.00	
36	Gate Valve (12 Inch)					
	237110	EA	8	\$3,100.00	\$24,800.00	
37	Fire Hydrant Assembly and Marker (6 Inch) 2-Port					
	237110	EA	13	\$10,000.00	\$130,000.00	
38	Fire Hydrant Assembly and Marker (6 Inch) 3-Port					
	237110	EA	2	\$11,500.00	\$23,000.00	
39	Fire Service Connection and Assembly (6 Inch)					
	237110	EA	1	\$8,900.00	\$8,900.00	
40	Water Service (1 Inch)					
	237110	EA	69	\$4,200.00	\$289,800.00	
41	Water Service (2 Inch)					
	237110	EA	3	\$7,700.00	\$23,100.00	
42	Meter Boxes					
	237110	EA	5	\$200.00	\$1,000.00	
43	Blow-Off Valve Assembly (2 Inch)					
	237110	EA	4	\$4,000.00	\$16,000.00	
44	Air and Vacuum (Air Release) Valve Assembly (1 Inch, Class 250)					
	237110	EA	5	\$4,800.00	\$24,000.00	
45	Temporary Resurfacing					
	237310	TON	380	\$130.00	\$49,400.00	
46	Imported Trench Backfill					
	237110	TON	300	\$5.00	\$1,500.00	
47	Removal and Replacement of Existing Paint Striping					
	237310	LS	1	\$5,700.00	\$5,700.00	
48	Removal and Replacement of Existing Thermoplastic Striping and Markings					
	237310	LS	1	\$5,520.00	\$5,520.00	
49	Continental Crosswalks					
	237310	SF	820	\$3.74	\$3,066.80	
50	Video Recording of Existing Conditions					
	238990	LS	1	\$2,500.00	\$2,500.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
51	Abandon Water Services (Stiffs)					
	237110	EA	1	\$1.00	\$1.00	
52	Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)					
	237110	EA	40	\$500.00	\$20,000.00	
53	Adjust Existing Manhole Frame and Cover to Grade					
	237310	EA	25	\$10.00	\$250.00	
54	Adjust Existing Gate Valve Frame and Cover to Grade					
	237310	EA	5	\$10.00	\$50.00	
55	Adjust Existing Survey Monument to Grade					
	237310	EA	4	\$1,000.00	\$4,000.00	
56	Traffic Signal Loop and Appurtenance Replacement (Type E Modified, SDE-104)					
	237310	EA	8	\$550.00	\$4,400.00	
57	Cold Milling Full Width AC Pavement (> 1½ Inch - 3 Inch)					
	237310	SF	108533	\$0.63	\$68,375.79	
58	Traffic Control and Working Drawings					
	541330	LS	1	\$7,360.00	\$7,360.00	
59	Traffic Control and Engineered Traffic Control Plans					
	541330	LS	1	\$75,000.00	\$75,000.00	
60	Pavement Restoration for Final Connection					
	237110	SF	2100	\$15.00	\$31,500.00	
61	WPCP Development					
	541330	LS	1	\$700.00	\$700.00	
62	WPCP Implementation					
	237310	LS	1	\$45,000.00	\$45,000.00	
				Subtotal	\$3,259,490.00	
	Additive Alternate A					
63	Furnished Materials for Contractor High-line Work					
	237110	LF	10160	\$2.00	\$20,320.00	
64	High-lining Installation by the Contractor					
	237110	LF	10160	\$10.00	\$101,600.00	
65	High-lining Removed by the Contractor					
	237110	LF	10160	\$2.00	\$20,320.00	
				Subtotal	\$142,240.00	
	Additive Alternate B					

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
66	Cut and Plug by Contractor (8 Inch through 12 Inch)					
	237110	EA	19	\$5,550.00	\$105,450.00	
67	Connections to the Existing System by Contractor (8 Inch through 12 Inch)					
	237110	EA	13	\$6,500.00	\$84,500.00	
68	Cut-in-Cross by Contractor 8 x 8 Inch (Includes All Works and Materials per Note1, Sheet C-9)					
	237110	EA	1	\$21,000.00	\$21,000.00	
69	Cut-in-Cross by Contractor 12 x 12 inch (Includes All Works and Materials per Note 11, Sheet C-12)					
	237110	EA	1	\$32,000.00	\$32,000.00	
Subtotal					\$242,950.00	
Additive Alternate C						
70	Contractor Furnished Materials for the City Forces High-line Work					
	237110	LF	10160	\$2.00	\$20,320.00	
Subtotal					\$20,320.00	
Total					\$3,665,000.00	

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
YBS CONCRETE INC. PO BOX 1197 CHULA VISTA, CA 91911 United States	Bid Items 16, 18-26 for Curb Ramps and PCC Flatworks (Constructor)	885270	1000005182	\$111,665.25	LAT,MALE,SLBE,CADIR
California Asphalt Paving and Grading 674 Alagria pl. Chula Vista, CA 91910 United States	Asphalt Paving Scopes	1033358	1000062521	\$445,824.66	LAT,MALE
Southwest Traffic Signal Service, Inc. 9201 Isaac St Suite A Santee, CA 92071 United States	Bid Item 56 - Traffic Loops (Constructor)	451115	1000004265	\$3,800.00	PQUAL,DVBE
Red Tail Research and Monitoring, Inc. 1529 Simpson Way Escondido, CA 92029 United States	Bid Items 3-4 Archeological and Native American Monitoring, Mitigation and Curation	ELBE	1000031633	\$9,530.00	DBE,ELBE,MALE,MBE,NAT
Two Rivers Strategies 9820 Alto Dr. La Mesa, CA 91941 United States	Bid Item 2 - Community Liaison Services (Constructor)	ELBE	N/A	\$16,620.00	FEM,MBE,SDB,WBE,WOSB
CODE 3 Media 663 S Rancho Santa Fe Suite 177 San Marcos, CA 92078 United States	Bid Item 50 - Video Recording of Existing Conditions	FAA 3930297	1000055028	\$2,210.00	ELBE
McGrath Holdings, Inc PO BOX 2488 El Cajon, CA 92021 United States	Bid Item 61 - WPCP Development (Designer)	20194	1000037165	\$600.00	ELBE,CADIR
G. Scott Asphalt, Inc. 358 Trousdale Drive Chula Vista, CA 91910 United States	Bid Items 12 & 13 - RPMS Type I and Type II	751836	1000004252	\$90,550.20	CAU,MALE,DVBE,SDVSB
Rectrucking inc 1128 2nd ave Chula vista, CA 91911 United States	Trucking; DMV MCP CA# 439696	Trucking; DMV MCP CA# 439696 PlanetBros, Inc.	1000040647	\$25,000.00	ELBE,LAT,MALE

Bid Results

Name & Address	Description	License Num	CADIR	Amount	Type
PAYNECO SPECIALTIES INC 120 N Second Avenue Chula Vista, CA 91910 United States	Bid Items 47-49 Striping Works (Constructor)	298637	1000003515	\$12,415.00	DBE, WBE

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Burtech Pipeline Incorporated - Unit Price	Burtech Pipeline Incorporated - Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$30,170.81	\$30,170.81
2	Main Bid	541820	Exclusive Community Liaison Services	5-10.4	LS	1	\$19,000.00	\$19,000.00
3	Main Bid	541690	Archaeological and Native American Monitoring Program	6-6.2.1.1	LF	100	\$52.00	\$5,200.00
4	Main Bid	541690	Archaeological and Native American Mitigation and Curation (EOC Type I)	6-6.2.3.1	AL	1	\$5,000.00	\$5,000.00
5	Main Bid	237110	Mobilization	7-3.4.1	LS	1	\$100,000.00	\$100,000.00
6	Main Bid		Field Orders (EOC Type II)	7-3.9	AL	1	\$200,000.00	\$200,000.00
7	Main Bid	238910	Clearing and Grubbing	300-1.4	LS	1	\$7,500.00	\$7,500.00
8	Main Bid	237310	Asphalt Pavement Repair	301-1.7	TON	35	\$285.00	\$9,975.00
9	Main Bid	237310	Subgrade Imported Backfill	301-1.7	TON	35	\$100.00	\$3,500.00
10	Main Bid	237310	Class 2 Aggregate Base	301-2.4	TON	30	\$100.00	\$3,000.00

11	Main Bid	238910	Crushed Aggregate Base	301-2.4	TON	300	\$1.00	\$300.00
12	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I	302-4.12.4	SF	116090	\$0.54	\$62,688.60
13	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	302-4.12.4	SF	116090	\$0.50	\$58,045.00
14	Main Bid	237310	Pavement Restoration Adjacent to Trench	302-5.2.1	SF	8681	\$10.00	\$86,810.00
15	Main Bid	237310	Asphalt Concrete Overlay	302-5.9	TON	1521	\$152.00	\$231,192.00
16	Main Bid	238910	Concrete Pavement (6 Inch Thick)	302-6.8	CY	52	\$442.75	\$23,023.00
17	Main Bid	237310	Crack Seal	302-15.5	LB	177	\$38.00	\$6,726.00
18	Main Bid	237310	Replace Existing Curb Ramps with Standard Sidewalk	303-5.9	SF	150	\$12.00	\$1,800.00
19	Main Bid	237310	Additional Curb and Gutter Removal and Replacement	303-5.9	LF	55	\$60.00	\$3,300.00
20	Main Bid	237310	Additional Sidewalk Removal and Replacement	303-5.9	SF	105	\$12.00	\$1,260.00

21	Main Bid	237310	Curb and Gutter (6 Inch Curb, Type G)	303-5.9	LF	30	\$60.00	\$1,800.00
22	Main Bid	237310	Cross Gutter	303-5.9	SF	3242	\$20.00	\$64,840.00
23	Main Bid	237310	Curb Ramp (Type A) with Detectable Warning Tiles	303-5.10.2	EA	4	\$4,000.00	\$16,000.00
24	Main Bid	237310	Curb Ramp (Type C2) with Detectable Warning Tiles	303-5.10.2	EA	3	\$4,100.00	\$12,300.00
25	Main Bid	237310	Curb Ramp Modified (Type C2, Per [D-23-24]) with Detectable Warning Tiles	303-5.10.2	EA	2	\$4,200.00	\$8,400.00
26	Main Bid	237310	Additional Sidewalk	303-5.10.2	SF	210	\$12.00	\$2,520.00
27	Main Bid	237110	Phased Paving	306-1.2.1	EA	6	\$100.00	\$600.00
28	Main Bid	237110	Abandon and Fill Existing Water Main Outside of the Trench Limit	306-3.3.4	LF	3400	\$20.00	\$68,000.00
29	Main Bid	237110	Removal or Abandonment of Existing Water Facilities	306-3.3.4	LS	1	\$30,000.00	\$30,000.00

30	Main Bid	237110	Handling and Disposal of Non-friable Asbestos Material	306-3.3.5.5	LF	1108	\$12.00	\$13,296.00
31	Main Bid	237110	Additional Bedding	306-15.1	CY	75	\$1.00	\$75.00
32	Main Bid	237110	Water Main (8 Inch) PVC	306-15.1	LF	856	\$201.00	\$172,056.00
33	Main Bid	237110	Water Main (8 Inch, Class 305) PVC	306-15.1	LF	5747	\$121.00	\$695,387.00
34	Main Bid	237110	Water Main (12 Inch) PVC	306-15.1	LF	2078	\$184.00	\$382,352.00
35	Main Bid	237110	Gate Valve (8 Inch)	306-15.5	EA	37	\$1,850.00	\$68,450.00
36	Main Bid	237110	Gate Valve (12 Inch)	306-15.5	EA	8	\$3,100.00	\$24,800.00
37	Main Bid	237110	Fire Hydrant Assembly and Marker (6 Inch) 2-Port	306-15.6	EA	13	\$10,000.00	\$130,000.00
38	Main Bid	237110	Fire Hydrant Assembly and Marker (6 Inch) 3-Port	306-15.6	EA	2	\$11,500.00	\$23,000.00
39	Main Bid	237110	Fire Service Connection and Assembly (6 Inch)	306-15.6	EA	1	\$8,900.00	\$8,900.00
40	Main Bid	237110	Water Service (1 Inch)	306-15.8	EA	69	\$4,200.00	\$289,800.00
41	Main Bid	237110	Water Service (2 Inch)	306-15.8	EA	3	\$7,700.00	\$23,100.00

42	Main Bid	237110	Meter Boxes	306-15.8	EA	5	\$200.00	\$1,000.00
43	Main Bid	237110	Blow-Off Valve Assembly (2 Inch)	306-15.8	EA	4	\$4,000.00	\$16,000.00
44	Main Bid	237110	Air and Vacuum (Air Release) Valve Assembly (1 Inch, Class 250)	306-15.8	EA	5	\$4,800.00	\$24,000.00
45	Main Bid	237310	Temporary Resurfacing	306-15.9	TON	380	\$130.00	\$49,400.00
46	Main Bid	237110	Imported Trench Backfill	306-15.11	TON	300	\$5.00	\$1,500.00
47	Main Bid	237310	Removal and Replacement of Existing Paint Striping	314-4.3.7	LS	1	\$5,700.00	\$5,700.00
48	Main Bid	237310	Removal and Replacement of Existing Thermoplastic Striping and Markings	314-4.4.6	LS	1	\$5,520.00	\$5,520.00
49	Main Bid	237310	Continental Crosswalks	314-4.4.6	SF	820	\$3.74	\$3,066.80
50	Main Bid	238990	Video Recording of Existing Conditions	400-1.1.1	LS	1	\$2,500.00	\$2,500.00
51	Main Bid	237110	Abandon Water Services (Stiffs)	402-8	EA	1	\$1.00	\$1.00

52	Main Bid	237110	Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)	402-8	EA	40	\$500.00	\$20,000.00
53	Main Bid	237310	Adjust Existing Manhole Frame and Cover to Grade	403-5	EA	25	\$10.00	\$250.00
54	Main Bid	237310	Adjust Existing Gate Valve Frame and Cover to Grade	403-5	EA	5	\$10.00	\$50.00
55	Main Bid	237310	Adjust Existing Survey Monument to Grade	403-5	EA	4	\$1,000.00	\$4,000.00
56	Main Bid	237310	Traffic Signal Loop and Appurtenance Replacement (Type E Modified, SDE-104)	404-12	EA	8	\$550.00	\$4,400.00
57	Main Bid	237310	Cold Milling Full Width AC Pavement (> 1½ Inch - 3 Inch)	404-12	SF	108533	\$0.63	\$68,375.79
58	Main Bid	541330	Traffic Control and Working Drawings	601-7	LS	1	\$7,360.00	\$7,360.00

59	Main Bid	541330	Traffic Control and Engineered Traffic Control Plans	601-7	LS	1	\$75,000.00	\$75,000.00
60	Main Bid	237110	Pavement Restoration for Final Connection	901-2.5	SF	2100	\$15.00	\$31,500.00
61	Main Bid	541330	WPCP Development	1001-4.2	LS	1	\$700.00	\$700.00
62	Main Bid	237310	WPCP Implementation	1001-4.2	LS	1	\$45,000.00	\$45,000.00
							Subtotal	\$3,259,490.00
63	Additive Alternate A	237110	Furnished Materials for Contractor High-line Work	900-1.9	LF	10160	\$2.00	\$20,320.00
64	Additive Alternate A	237110	High-lining Installation by the Contractor	901-1.3	LF	10160	\$10.00	\$101,600.00
65	Additive Alternate A	237110	High-lining Removed by the Contractor	901-1.3	LF	10160	\$2.00	\$20,320.00
							Subtotal	\$142,240.00
66	Additive Alternate B	237110	Cut and Plug by Contractor (8 Inch through 12 Inch)	901-2.5	EA	19	\$5,550.00	\$105,450.00

67	Additive Alternate B	237110	Connections to the Existing System by Contractor (8 Inch through 12 Inch)	901-2.5	EA	13	\$6,500.00	\$84,500.00
68	Additive Alternate B	237110	Cut-in-Cross by Contractor 8 x 8 Inch (Includes All Works and Materials per Note1, Sheet C-9)	901-2.5	EA	1	\$21,000.00	\$21,000.00
69	Additive Alternate B	237110	Cut-in-Cross by Contractor 12 x 12 inch (Includes All Works and Materials per Note 11, Sheet C-12)	901-2.5	EA	1	\$32,000.00	\$32,000.00
							Subtotal	\$242,950.00
70	Additive Alternate C	237110	Contractor Furnished Materials for the City Forces High-line Work	900-1.9	LF	10160	\$2.00	\$20,320.00
							Subtotal	\$20,320.00
							Total	\$3,665,000.00