

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

03/05/2020
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 (PDF via PlanetBids)	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)	By 5PM Next Business Day After 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.	Contractor's Experience and Past Project Documentation. See SSP and 2018 WB Section 500-2.1, "Initial Submittals"	At Time of Bid	ALL BIDDERS
10.	Manufacturer Authorized Installer Certification. See SSP and 2018 WB Section 500-2.1, "Initial Submittals"	At Time of Bid	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	Phased Funding Schedule Agreement	Within 10 working days of receipt by the bidder of the Notice of Intent to Award.	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 **Sewer Group Job 776A** 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 **\$3,820,000**.
4. **BID DUE DATE AND TIME ARE April 21, 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 classifications: **A** or **C-34** or **C-42**
 - 6.1. **ADDITIONAL LICENSE REQUIREMENTS:** See Appendix H- Long Term Maintenance and Monitoring Agreement for **C-27** requirement.
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	9.0%
2. ELBE participation	13.3%
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.

GFE shall be submitted to:
Public Works Contracts
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Taylor Cox

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 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: Taylor Cox

OR:

TJCox@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. SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for items of Work such as revegetation maintenance/monitoring or emulsion aggregate slurry shall be signed by the BIDDER at time of award of the primary BID. The signed agreements shall be accompanied by the proper bonds and insurance as specified in 1-7.2., "CONTRACT BONDS," 5-4, "INSURANCE," and 5-4.11 WORKERS' COMPENSATION INSURANCE. Bonds shall be in the amount of the total Contract Price for all Work including the supplemental agreements.
- 11. PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.
- 12. ADDITIVE/DEDUCTIVE ALTERNATES:**
- 12.1.** 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.
- 12.2.** 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
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

Title	Edition	Document Number
California Manual on Uniform Traffic Control Devices Revision 4 (CA MUTCD Rev 4) http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI030119-07
<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 **PORITION** 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 – Section 3-2, “SELF-PERFORMANCE”, 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. By 5PM the next business day after the bid opening date, the first five 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**.

Original Bid Bond shall be submitted to:

Public Works Contracts

525 B Street, Suite 750 (7th Floor)

San Diego, California, 92101

To the Attention of the Contract Specialist on the Front Page of this solicitation.

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:

Blue Pacific Engineering & Construction, a corporation, as principal, and THE OHIO CASUALTY 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 Three Hundred Forty Eight Thousand Twelve Dollars and Fifty Cents (\$3,348,012.50)** for the faithful performance of the annexed contract, and in the sum of **Three Million Three Hundred Forty Eight Thousand Twelve Dollars and Fifty Cents (\$3,348,012.50)** 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.

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

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

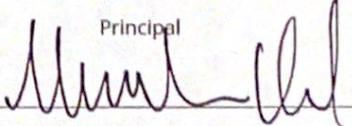
The Surety shall not utilize Principal in completing the improvements and work specified in the Agreement, nor shall Surety accept a bid from Principal for completion of the improvements and work specified in the Agreement if the City of San Diego, when declaring the Principal in default, notifies Surety of the City of San Diego's objection to Principal's further participation in the completion of the improvements and work specified in the Agreement.

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

Dated AUGUST 27, 2020

Approved as to Form

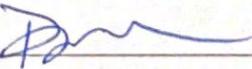
BLUE PACIFIC ENGINEERING & CONSTRUCTION

By 
Principal

Shahram Elihu

Printed Name of Person Signing for Principal

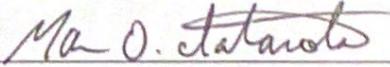
Mara W. Elliott, City Attorney

By 

Deputy City Attorney

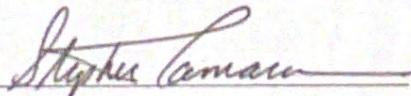
THE OHIO CASUALTY INSURANCE COMPANY

Surety

By 

MARK D. IATAROLA, Attorney-in-fact

Approved:

By 

Stephen Samara
Principal Contract Specialist
Engineering & Capital Projects

17771 COWAN AVENUE, SUITE 100

Local Address of Surety

IRVINE, CA 92614

Local Address (City, State) of Surety

949/263-3356

Local Telephone No. of Surety

Premium \$ 34,860.00

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

Bond No. 024243583

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

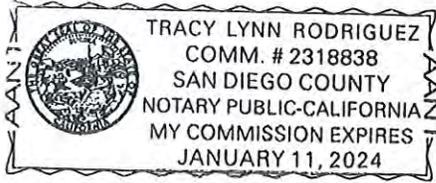
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO }

On 8/27/2020 before me, TRACY LYNN RODRIGUEZ, 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 *Tracy Lynn Rodriguez*
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: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8204105-024100

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Helen Maloney; Jessica Schmal; John G. Maloney; Mark D. Tatarola; Sandra Figueroa; Tracy Lynn Rodriguez

all of the city of Escondido state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of August, 2020.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of August, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27TH day of AUGUST, 2020.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Construction of Sewer Group 776A consist of furnishing all labor, materials, equipment, services and construction of 2,352 LF of 10",12" and 15" sewer main, 1,375 LF of 6" and 8" sewer main rehabilitation, sewer manholes, sewer laterals, installation of curb ramps, pavement, resurfacing, abandonment of exisiting sewer mains, and all other work and appurtenances.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **39232-01-D** through **39232-14-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, including the Plant Establishment Period, shall be **362 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

BID NUMBER: K-20-1920-DBB-3

CONTRACT OR TASK TITLE: Sewer Group 776a

CONTRACTOR: Blue Pacific Engineering & Construction

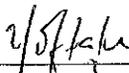
Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Phase 1 shall include bonds, mobilization, pre-construction video, traffic control, WPCP implementation, sewer bypass plan development, installation of all sewer mains via open trench within the public right-of-way (STA 1+00 to STA 12+00), other work associated with said sewer installation including the connecting sewer laterals and manholes. Phase 1 shall include a portion of the trenchless sewer main installations in the canyon area: Jack and Bore from STA 12+00 to STA 14+70.98, as well as all the sewer main rehabilitation work in the contract, concrete curb, gutter, ramps, and sidewalk.	NTP	8/30/2021	\$2,500,000.00
2	Phase 2 shall include the remainder of construction activities associated with the contract including all remaining sewer main installation including Pipe Bursting (STA 14+70.98 to STA 16+93.08) the 12" steel case pipe via trenchless methods (Jack and Bore (STA 16+93.08 to STA 23+52.10)), all remaining manholes and laterals, asphalt pavement and any pavement repairs, the plant establishment period, the irrigation and landscaping, 25-month revegetation and maintenance, and the abandonment of sewer mains and manholes.	9/1/2021	NOC	\$848,012.50
Contract Total				\$3,348,012.50

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: Yoftahe Ghillamichael
Construction Manager

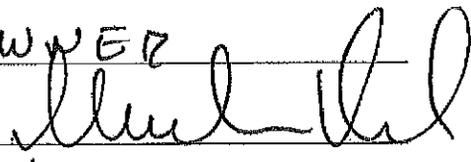
Signature: 

Date: 11/5/20

CONTRACTOR

PRINT NAME: SHANRAM ELIHO

Title: OWNER

Signature: 

Date: 9/10/20

PRINT NAME: Janice Jaro
Senior Design Engineer

Signature: 

Date: 10/29/2020

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:

1. 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**.
2. 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.
3. 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.
4. 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.

3-8.4 Supporting Information. To the “WHITEBOOK”, ADD the following:

4. You shall collect and submit rehabilitation data spreadsheets along with monthly invoices for the following rehabilitation Work (see **Appendix L – Rehabilitation Data Collection – Sample Data Template**).
 - a) Laterals
 - b) Sewer Mains
 - c) Manholes

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 Inspection Report**.

3-8.7.1 CP 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.

3-9 TECHNICAL STUDIES AND SUBSURFACE DATA. To the “WHITEBOOK”, ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Biological Resources Letter Report, dated March 6, 2017 by Dudek.
 - b) Geotechnical Monitoring Memo dated October 31, 2016 by Dudek.
6. The reports listed above are available for review at the following link:

<https://filecloud.sandiego.gov/url/rme2qfmwtaprfwaw>

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.

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. See **Appendix F – Adjacent Project Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Pipeline Rehabilitation AV-1, PM: Sabeen Cochinwala, Phone: 619-533-4661
 - b) Sewer Group 776, PM: Neda Shahrara, Phone: 858-627-3215

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.

5-4.3 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 product
 - 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.
- 5-4.6 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:

5-10.2.1 Public Notice by Contractor. To the "WHITEBOOK", items 2 and 3, DELETE in its entirety and SUBSTITUTE with the following:

2. No less than 5 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project. Verbal and written notifications shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Resident Engineer. You shall keep records of the people contacted, along with the dates of notification, and

shall provide the record to the Engineer upon request. You shall identify all other critical facilities that need to be notified.

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.

5-13 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. If your construction activities have encountered flammable liquids or other hazardous substances, you shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. 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>

To the “WHITEBOOK”, ADD the following:

- 3. The **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.

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.

6-2.1 Moratoriums. To the “WHITEBOOK”, ADD the following:

3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
 - a) Canyon West of Silk Pl and De Burn Dr, South of Lyle Dr and North of Euclid Ave from February 1 to September 15 (inclusive).

6-3 TIME OF COMPLETION. To the “WHITEBOOK”, ADD the following:

1. You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within **132 Working Days** from the date of NTP. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.

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 an **Addendum to a Mitigated Negative Declaration** for **Sewer Group 776A**, Project No. **509064**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Addendum to a Mitigated Negative Declaration** 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.

6-6.2.2 Paleontological Monitoring Program. To the "WHITEBOOK", ADD the following:

3. You shall retain a qualified paleontologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the paleontologist 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

7-3.1 General. To the "WHITEBOOK" ADD the following:

3. The Lump Sum Bid item for "**Temporary Creek Bridge**" shall include furnishing, installing, maintaining, design, labor, equipment, hauling, demolitions, disposal associated with the temporary bridges at 2 creek crossings as shown in the contract plans. You shall provide a temporary bridge to cross the creek at two (2) locations during construction to avoid impacts to the creek. The bridge shall be placed on top of a barrier wall and restrained by rail road ties with backfill all around and should be long, wide, and strong enough to handle loaded dump trucks, excavators, Ready Mix trucks, and other heavy construction equipment needed to construct the project, to pass. A City submittal approval is required prior to creek bridge purchase and installation.

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.

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
\$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.

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 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

306-18.5 Video Inspection Submittals. To the “WHITEBOOK”, item 1, subsection “h”, DELETE in its entirety and SUBSTITUTE with the following:

- h) **Post-rehabilitation Videos** - Post-rehabilitation videos shall be submitted within 30 Calendar Days of the completion of the Work in phases not to exceed 2 mile increments. The final video recording shall clearly show the condition of the liner with ends sealed at the manholes, service laterals, and connection seals. The submittal of this final video recording shall also include MS Access database and marked up Field Book pages or Plans as attachments.

- 306-18.7** **Payment.** To the "WHITEBOOK", ADD following:
5. The payment for post-rehabilitation videos shall be included in the associated Bid items provided, regardless of the number of phased videos required at 2 mile increments.

SECTION 402 – UTILITIES

- 402-2** **PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:
- g) Refer to **Appendix J - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

- 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 500 – PIPELINE REHABILITATION

- 500-1** **GENERAL.** To the "WHITEBOOK", ADD the following:

4. Any Cured-in-Place Pipe (CIPP) lining Work within a 1000 foot radius from school areas shall first be coordinated with the school and shall be performed outside of school hours at no expense to the City.

- 500-2.1** **Initial Submittals.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit the following required information **at the time of Bid Opening**:
 - e) Contractor's Experience and Past Project Documentation.
 - i. You shall submit documentation that you have performed similar main rehabilitation projects (of scope and size) successfully within the last 10 years in the United States. The scope shall include the same product, installation, and curing. The proposed product shall have at least 5 years or more of documented performance records.
 - ii. Your superintendent shall be assigned full time to this project and shall be present at the Site while Work is being performed. If CIPP is used, the superintendent shall have documentation conveying experience with the proposed resin and felt combination used and the installation of the proposed lateral sealing system with the pipe lining system.
 - f) Authorized Installer.

- i. The installation of the lining system shall be performed by a contractor authorized, certified, or both by the manufacturer or owner of the process.
- ii. You shall submit a copy of the authorizations, certifications, or both from all manufacturers listed on the City's Approved Material List (AML) that will be used for the Work that includes the name, address, point of contact, and telephone number of the manufacturer.

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

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 800 - MATERIALS

800-1.1.2 Class "A" Topsoil. To the "WHITEBOOK", item 4, subsection "e", DELETE in its entirety and SUBSTITUTE with the following:

- e) The test results shall provide the following information:
 - i. Date of Testing
 - ii. Project Name
 - iii. The Contractor's Name
 - iv. Source of Material and Supplier's Name
 - v. Estimate of Quantity Needed in Cubic Yards
 - vi. Soil Gradation
 - vii. Fertility
 - viii. Heavy Metals
 - ix. Soil Permeability in Inches per Hour
 - x. Toxic Elements
 - xi. Chloride Content
 - xii. pH
 - xiii. EcE (electrical conductivity)
 - xiv. SAR (Sodium Absorption Ratio)

- xv. Organic Content by Dry Weight
- xvi. Carbon : Nitrogen Ratio
- xvii. Water-soluble Nutrient Levels
- xviii. Recommendations for adding amendments, chemical corrections, or both.

To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

- 5. The topsoil shall conform to the following agricultural suitability requirements:

pH	6.0 – 7.5
Ece (electrical conductivity)	0.0 – 3.0
SAR (Sodium Absorption Ratio)	0.0 – 5.0
Chloride Content	Less than 150 ppm
Boron Content	Less than 1 ppm
Organic Content	3% to 6% by dry weight
Carbon : Nitrogen Ratio	20:1 maximum
Sandy Loam Gradation Limit*	Gravel over 2mm: Less than 10% by weight Sand: 75% to 85% Sand finer than 100 mesh (0.15 mm): Less than 15% Sand finer than 60 mesh (0.25 mm): Less than 40% Sand larger than 32 mesh (0.5 mm): Minimum 15% Silt: 20% maximum Clay: 15% maximum
Permeability Rate**	2 inches to 5 inches per hour at 80% compaction

* Per USDA Classification Scheme.

** Tested in accordance with USDA Handbook Number 60, method 34b or other approved method.

800-1.2.5 Mulch. To the "WHITEBOOK", item 3, subsection "i", ADD the following:

Type 9 Mulch shall be 4 inches maximum in size.

SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING

802-2.1 Project Biologist. To the "WHITEBOOK", ADD the following:

- 5. You shall retain a qualified Project Biologist to perform biological monitoring Work for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

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

ADDENDUM TO A MITIGATED NEGATIVE DECLARATION



THE CITY OF SAN DIEGO

ADDENDUM TO A MITIGATED NEGATIVE DECLARATION

Project No. 509064
Addendum to MND No. 255100
SCH No. 2011091045

SUBJECT: Sewer Group 776A

I. PROJECT DESCRIPTION

AC Water & Sewer Group 776A is a part of the City of San Diego's on-going Sewer Main and Water Main Replacement Program. The existing sewer lines are old, and are nearing the end of their service life. Construction of the project will reduce maintenance requirements, correct hydraulic deficiencies, improve reliability and accessibility, and bring the sewer systems up to current design standards.

The purpose of Sewer Group Job 776A Project is to improve the existing sewer systems, which will benefit the Mid-Cities: Eastern Community. The affected roadways/rights-of way are as follows:

Location of Improvements:

Megan Way – West of Euclid Avenue

Megan Court – Entire Cul-de-Sac

Euclid Avenue – South of Megan Way, then traverses eastward across an ephemeral unnamed creek/canyon and terminates behind the residences at the intersection of 52nd Street and Haniman Drive.

Lyle Drive – Line southward to intersection within canyon location.

Susan Place – Line east, then southwest to intersection within canyon location.

Silk Place – Line north to intersection within canyon location.

Dafter Place – Line north then west behind existing residences.

Project Scope:

The project proposes easement acquisition and vacation to accommodate a 356.82 linear foot (LF) portion of sewer relocation. The remaining portions of the project are entirely within the paved, public right-of-way and will impact portions of the following streets: Megan Way, Megan Court, Euclid Avenue, Dafter Place, Susan Place, Silk Place, and Lyle Drive as shown on the attached location exhibit. The project is not located within or adjacent to the City's Multi-Habitat Planning Area (MHPA)

The proposed sewer mains will be installed by conventional excavation methods as well as trenchless construction methods including tunneling and pipe bursting.

The project proposes to “replace-in-place” approximately 1,068.22 linear feet (LF) (0.2 miles) of existing 8-inch, 12-inch and 15-inch sewer mains, rehabilitate approximately 1,375.36 LF (0.26 miles) of existing 6-inch and 8-inch sewer mains, and install approximately 1,282.87 LF (0.24 miles) of 10-inch, 12-inch and 15-inch new sewer mains. The proposed depth of the sewer mains varies from 3 feet to 22 feet. The majority of the construction work will take place within a privately owned, unnamed canyon area and within paved public right-of-way (streets). Staging will be limited to areas within the paved right-of-way, as well as, in the area immediately surrounding the driving and receiving pits within the canyon. An existing maintenance access path is located within this canyon area and will be utilized for construction access.

The Project will also “abandon in place” approximately 1,902.15 LF (0.36 miles) of existing sewer mains within the unnamed canyon between Dafter Place and Dalehaven Place, and the unnamed canyon between Lyle Drive and Euclid Avenue.

Other components of the project include: rehabilitation and abandonment of existing sewer mains, replacement and re-plumbing of sewer lines, installation of new curb ramps, laterals, and manholes as well as best management practices and street resurfacing.

II. ENVIRONMENTAL SETTING

The project would occur within the developed and undeveloped public right-of-ways and within existing public utility easements located within the Mid-City: Eastern Area Community within Council District 4. Surrounding land uses include existing single-family and open-spaces uses.

III. PROJECT BACKGROUND

A Citywide Pipelines Projects Mitigated Negative Declaration (MND) No. 255100 was prepared by the City of San Diego’s Development Services Department (DSD) and was certified by the City Council on November 30, 2011 (Resolution No. 307122). The Citywide Pipelines Projects MND provides for the inclusion of subsequent pipeline projects that are located within the public right-of-way and would not result in any direct impacts to sensitive biological resources with incorporated project design features.

Therefore, in accordance with Section 15164 of the State CEQA Guidelines this addendum has been prepared. Additionally, in accordance with requirements in Section 128.0306 of the San Diego Municipal Code, and State CEQA Guidelines Section 15064(c), no public review period is required for this addendum.

Paleontological Resources

The Citywide Pipelines Project MND No. 255100 analyzed paleontological resources in relation to pipeline projects, which included mitigation to reduce impacts to paleontological resources to below a level of significance. A portion of the project area is underlain by the project site is primarily underlain with the highly sensitive San Diego Formation – Sandstone (Tsdss), which is a geologic formation that, with respect to paleontological fossil resource potential, is assigned a high sensitivity rating. Based on the sensitivity of the affected formation and proposed 22-foot excavation depths, construction of Sewer Group Job 776A could result in potentially significant impacts to fossil resources.

To reduce potential impacts to below a level of significance for the project, excavation within previously undisturbed formations at a depth of 10 or more feet, for either new trench alignments and/or for replacement of pipelines within the same trench alignment occurring at a deeper depth than the previously existing pipeline, would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section VI.

IV. ENVIRONMENTAL DETERMINATION

The City previously prepared and certified the **Mitigated Negative Declaration (No. 255100 / SCH No. 2011091045)**. Based on all available information in light of the entire record, the analysis in this Addendum, and pursuant to Section 15162 of the State CEQA Guidelines, the City has determined the following:

- There are no substantial changes proposed in the project which will require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- Substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental document was certified as complete or was adopted, shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous environmental document;
 - b. Significant effects previously examined will be substantially more severe than shown in the previous environmental document;
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous environmental would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Based upon a review of the current project, none of the situations described in Sections 15162 and 15164 of the State CEQA Guidelines apply. No changes in circumstances have occurred, and no new information of substantial importance has manifested, which would result in new significant or substantially increased adverse impacts as a result of the project. Therefore, this Addendum has

been prepared in accordance with Section 15164 of the CEQA State Guidelines. Public review of this Addendum is not required per CEQA.

V. IMPACT ANALYSIS

The subsequent impact analysis is to demonstrate that environmental impacts associated with the project are consistent with the previously certified MND. The following includes the project-specific environmental review pursuant to the CEQA. The analysis in this document evaluates the adequacy of the MND relative to the project.

Paleontological Resources

The Citywide Pipelines Project MND No. 255100 analyzed paleontological resources in relation to pipeline projects, which included mitigation to reduce impacts to paleontological resources to below a level of significance. A portion of the project area is underlain by the project site is primarily underlain with the highly sensitive San Diego Formation – Sandstone (Tsdss), which is a geologic formation that, with respect to paleontological fossil resource potential, is assigned a high sensitivity rating. Based on the sensitivity of the affected formation and proposed 22-foot excavation depths, construction of Sewer Group Job 776A could result in potentially significant impacts to fossil resources.

To reduce potential impacts to below a level of significance for the project, excavation within previously undisturbed formations at a depth of 10 or more feet, for either new trench alignments and/or for replacement of pipelines within the same trench alignment occurring at a deeper depth than the previously existing pipeline, would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section VI.

VI. MITIGATION, MONITORING AND REPORTING PROGRAM

GENERAL REQUIREMENTS

1. Prior to issuance of a Notice to Proceed (NTP), the Assistant Deputy Director (ADD) Environmental Designee of the Entitlements Division shall verify that Mitigation Measures for **PALEONTOLOGICAL RESOURCES** have been included in entirety on the submitted construction documents and contract specifications, and included under the heading, "Environmental Mitigation Requirements." In addition, the requirements for a Preconstruction Meeting shall be noted on all construction documents.
2. Prior to the commencement of work, a Preconstruction Meeting (Pre-con) shall be conducted and include the City of San Diego's Mitigation Monitoring Coordination (MMC) Section, Resident Engineer, Building Inspector, Project Consultant (**Paleontologist**) Applicant and other parties of interest.
3. Evidence of compliance with other permitting authorities is required, if applicable. Evidence shall include either copies of permits issued, letters of resolution issued by the Responsible Agency documenting compliance, or other evidence documenting compliance and deemed acceptable by the ADD Environmental Designee.

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.
- B. Letters of Qualification have been submitted to ADD
 1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
 3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

- A. Verification of Records Search
 1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
- B. PI Shall Attend Precon Meetings
 1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
 2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
 3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME has been approved.
 4. When Monitoring Will Occur

- a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule
- After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
 2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
 3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM

before ground disturbing activities in the area of discovery will be allowed to resume.

(1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."

c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.

d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.

(1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.

(2). Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

1. Procedures for documentation, curation and reporting

a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.

b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.

c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.

d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

A. If night and/or weekend work is included in the contract

1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.

2. The following procedures shall be followed.

a. No Discoveries

In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVR and submit to MMC via the RE via fax by 8AM on the next business day.

- b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
 - C. All other procedures described above shall apply, as appropriate.

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring.
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
 - 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 - 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 - 4. MMC shall provide written verification to the PI of the approved report.
 - 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
 - 1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
 - 1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 - 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 - 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.

4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

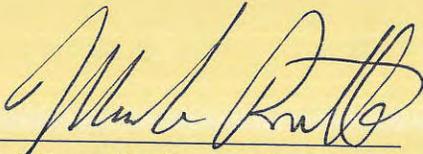
The above Mitigation Monitoring and Reporting Program will require additional fees and/or deposits to be collected prior to the issuance of building permits, certificates or occupancy and/or final maps to ensure the successful completion of the monitoring program.

VII. IMPACT SIGNIFICANCE

This Addendum also identifies that all significant project impacts would be mitigated to below a level of significance, consistent with the previously certified MND.

VIII. CERTIFICATION

Copies of the addendum, the final MND, **the Mitigation Monitoring and Reporting Program** and associated project-specific technical appendices, if any, may be reviewed in the office of the Development Services Department, or purchased for the cost of reproduction.



Mark Brunette, Senior Planner
Development Services Department



Date of Final Report

Analyst: Chris Tracy, AICP, Associate Planner

Attachments:

Figure 1: Location Map

Mitigated Negative Declaration No. 255100/SCH No. 2011091045

The Addendum to Mitigated Negative Declaration No. 255100 was not circulated for public review pursuant to San Diego Municipal Code (SDMC) Chapter 6, Article 9, Paragraph 69.0211 (Addenda to Environmental Reports). The final Addendum was distributed to the following City of San Diego staff members for informational purposes in accordance with CEQA Section 15164.

DISTRIBUTION:

City of San Diego

City Attorney

Development Services

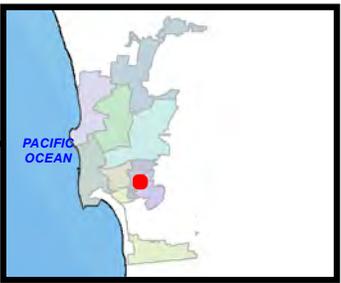
Peter Kann, Development Project Manager

Chris Tracy, Environmental Analyst

Public Works

James Arnhart - Engineering and Capital Projects
Sheila Gamueda - Engineering and Capital Projects
Bond Ling Lo - Right of Way
Megan Hickey - Planning

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SEWER GROUP 776A

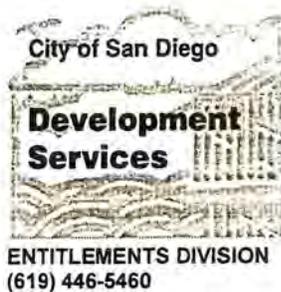
SENIOR ENGINEER NABIL BATTA (619) 533-4145	PROJECT MANAGER SHEILA GAMUEDA (619) 533-4244	PROJECT ENGINEER QUENTIN LO (619) 533-7418	FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: engineering@sandiego.gov
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Legend

- SEWER MAIN TO BE ABANDONED
- WORK ON SEWER MAINS





MITIGATED NEGATIVE DECLARATION

Project No. 255100
SCH No. 2011091045

SUBJECT: Citywide Pipeline Projects: COUNCIL APPROVAL to allow for the replacement, rehabilitation, relocation, point repair, new trenching, trenchless construction, and abandonment of water and/or sewer pipeline alignments and associated improvements such as curb ramps, sewer lateral connections, water service connections, manholes, new pavement/slurry, the removal and/or replacement of street trees and the removal and/or replacement of street lights. This environmental document covers the analysis for ~~five~~ four (~~5~~) (4) near-term pipeline projects (Harbor Drive Pipeline, Water Group 949, ~~Sewer Group 787~~, Water Group 914, and Sewer/Water Group 732), as well as any subsequent future pipeline projects. The construction footprint for a typical pipeline project, including staging areas and other areas (such as access) would be located within the City of San Diego Public Right-of-Way (PROW) and/or within public easements and may include planned pipeline construction within private easements from the PROW to the service connection. A signed agreement between the City and the property owner would be required for work conducted on private property. Project types that would be included in the analysis contained herein would consist of sewer and water group jobs, trunk sewers, large diameter water pipeline projects, new and/or replacement manholes, new/or replacement fire hydrants, and other necessary appurtenances. All associated equipment would be staged within the existing PROW adjacent to the work areas. The near-term and future projects covered in the document would not impact *Sensitive Biological Resources* or *Environmentally Sensitive Lands (ESL)* as defined in the Land Development Code and would not encroach into the City's Multi-Habitat Planning Area (MHPA). Applicant: The City of San Diego Engineering and Capital Projects Department AND Public Utilities Department.

Update 10/20/2011

Revisions to this document have been made when compared to the Draft Mitigated Negative Declaration (DMND) dated September 9, 2011. In response to the Comment Letter received from The California Department of Fish and Game, further description and graphics of Water Group 949 as it relates to the MHPA has been added to the Final MND. Please note that Sewer Group 787, which is adjacent to the MHPA, has been removed from the project description and is no longer covered in this MND.

The modifications to the FMND are denoted by ~~strikeout~~ and underline format. In accordance with the California Environmental Quality Act, Section 15073.5 (c)(4), the addition of new information that clarifies, amplifies, or makes insignificant modification does not require recirculation as there are no new impacts and no new mitigation identified. An environmental document need only be recirculated when there is identification of new significant environmental impact or the addition of a new mitigation measure required to avoid a significant environmental impact. The addition

of corrected mitigation language within the environmental document does not affect the environmental analysis or conclusions of the MND.

Construction for the near-term and any future projects is anticipated to occur during the daytime hours Monday through Friday, but may occur during the weekend, if necessary. The contractor would comply with all applicable requirements described in the latest edition of the *Standard Specifications for Public Works Construction ("GREENBOOK")* and the latest edition of the *City of San Diego Standard Specifications for Public Works Construction ("WHITEBOOK")*. The City's supplement addresses unique circumstances to the City of San Diego that are not addressed in the GREENBOOK and would therefore take precedence in the event of a conflict. The contractor would also comply with the California Department of Transportation *Manual of Traffic Controls for Construction and Maintenance Work Zones*. If the Average Daily Traffic (ADT) within a given project(s) vicinity is 10,000 ADT or greater, a traffic control plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones*. For proposals subject to 10,000 ADT or less, traffic control may be managed through shop drawings during construction. Construction methods to be employed would consist of, but not be limited to:

Open Trenching: The open trench method of construction would be used for complete replacement and new alignment portions of the project. Trenches are typically four feet wide and are dug with excavations and similar large construction equipment.

Rehabilitation: Rehabilitation of alignment involves installing a new lining in old pipelines. The insertion is done through existing manhole access points and does not require removal of pavement or excavation of soils.

Abandonment: Pipeline abandonment activities would be similar to rehabilitation methods in that no surface/subsurface disturbance would occur. This process may involve slurry or grout material injected into the abandoned lines via manhole access. The top portion of the manhole is then typically removed and the remaining space backfilled and paved over.

Potholing: Potholing would be used to verify reconnection of laterals to main where lines would be raised or realigned (higher than existing depth, but still below ground) or to verify utility crossings. These "potholes" are made by using vacuum type equipment to open up small holes into the street of pavement.

Point Repairs: Point repairs include replacing a portion of a pipe segment by open trench excavation methods in which localized structural defects have been identified. Generally, point repairs are confined to an eight-foot section of pipe.

The following near term project(s) have been reviewed by the City of San Diego, Development Services Department (DSD) for compliance with the Land Development Code and have been determined to be exempt from a Site Development Permit (SDP) and/or a Coastal Development Permit (CDP). These projects would involve excavation in areas having a high resource sensitivity and potential for encountering archaeological and paleontological resources during construction related activities. Therefore, mitigation would be required to reduce potential significant impacts to archaeological and paleontological resources to below a level of significance. With respect to Storm Water, all projects would be reviewed for compliance with the City's Storm Water Standards

Manual. All projects that are not-exempt from the Standard Urban Storm Water Mitigation Plan (SUSMP) would incorporate appropriate Permanent Best Management Practices (BMPs) and construction BMPs into the project design(s) and during construction, as required. As such, all projects would comply with the requirement of the Municipal Storm Water Permit.

HARBOR DRIVE PIPELINE (PROJECT NO. 206100)

The Harbor Drive Pipeline includes the replacement of 4.4 miles of 16-inch cast iron (CI) and asbestos cement (AC) pipe that comprises the Harbor Drive 1st and 2nd Pipelines (HD-1 and HD-2) at a depth no greater than five (5) feet. Facility age and cast iron main replacement are the primary drivers for these projects, but due to the history of AC breaks in the area, approximately 1.0 mile of AC replacement is also included. The project is anticipated to be awarded in Fiscal Year 2013.

HD-1 and HD-2 were built primarily in the 1940's and 1950's and were made out of cast iron or asbestos cement and serve the western most part of the University Heights 390 Zone and the northern section of the Point Loma East 260 Zone. The pipelines also serve as redundancy to each other. Several segments were replaced by various City of San Diego Public Utilities Department projects throughout the years and those segments are not a part of the current scope. Previously replaced segments were 16 inch PVC, except for the bridge crossing which used 24-inch CMLC. The pipeline is located entirely within the PROW, will not require any easements, and is not adjacent to the MHPA or located within any designated historical districts. The following streets would be affected by this project: West Laurel, Pacific Highway, North Harbor Drive (within the roadway, under the bridge and within landscape areas), Nimitz Boulevard, Rosecrans Street, Evergreen Street, Hugo Street, Locust Street, Canon Street, Avenida De Portugal, and Point Loma Avenue.

Mitigation for the Harbor Drive Pipeline: Historical Resources (Archaeological Monitoring)

WATER GROUP 949 (PROJECT NO. 232719)

Water Group 949 would consist of the replacement and installation of 5.27 miles of water mains within the Skyline- Paradise Hills, University, Clairemont Mesa, Southeastern San Diego (Greater Golden Hills) community planning areas. 16,931 Linear Feet (LF) of 16-inch cast iron water mains would be replace-in-place with new 16-inch polyvinyl chloride (PVC) pipe within the existing trench. The remaining 10,913 LF of new 16-inch PVC would be installed in new trenches. All work within Regents Road, Site 2 (Figure 8), adjacent to the MHPA would only occur within the developed footprint such as the paved right of way, and concrete sidewalk or slab areas. In addition, all work within 100 feet of the MHPA would observe mitigation such as but not limited to, bird breeding season measures, avoidance of discharge into the MHPA, and avoidance of direct lighting towards the MHPA areas. As such, no impacts to MHPA and/or sensitive resources would occur. The project would also include replacement and reinstallation of valves, water services, fire hydrants, and other appurtenances and would also included the construction of curb ramps, and street resurfacing. Traffic control measures and Best Management Practices (BMPs) would be implemented during construction. Any street tree removal, relocation, and/or trimming would be done under the supervision of the City Arborist. All staging of construction equipment will be located outside of any potentially sensitive areas. The following streets and nearby alleyways would be affected by this project: Tuther Way, Cielo Drive, Woodman Street, Skyline Drive, Regents Road, Hidalgo Avenue, Clairemont Mesa Boulevard, Luna Avenue, B Street, F Street, Ash Street, 25th Street, and 27th Street.

Mitigation Required for Water Group 949: This project would require the implementation of MHPA Land Use Adjacency Guidelines in the University and Clairemont Mesa Community Planning areas that are adjacent (within 100 feet) to the MHPA and Historical Resources (Built Environment) mitigation for the area of the project located within the Greater Golden Hill Historic District.

SEWER GROUP 787 (PROJECT NO. 231928)

Sewer Group 787 would consist of the replacement of 26,436 lineal feet (LF) of existing 16-inch east iron sewer pipe with new 16-inch polyvinyl chloride (PVC) pipe within the existing trench. A total of 1,267 LF of new 16-inch PVC sewer alignment would be installed in new trenches. In addition, the project would abandon 1,606 LF of existing 16-inch east iron pipe. The proposed project would be installed by conventional excavation (open trench) in trenches from 3-5 feet deep. The project would affect the following streets and nearby alleyways: 42nd Street, Monroe Avenue, Edgware Road, Polk Avenue, Orange Avenue, Menlo Avenue, 47th Street, Dwight Street, Myrtle Avenue, Manzanita Place, Heather Street, Dahlia Street, Poplar Street, Columbine Street, Pepper Drive, Juniper Street, Marigold Street, Sumac Drive, 44th Street, Laurie Lane, and Roseview Place all within the City Heights and Kensington-Talmadge Community Planning Areas.

~~**Mitigation Required for Water Group 787: This project would require the implementation of MHPA Land Use Adjacency Guidelines in the City Heights and Kensington-Talmadge Community Planning areas that are adjacent (within 100 feet) to the MHPA, Historical Resources (Archaeological and Paleontological Monitoring).**~~

WATER GROUP 914 (PROJECT NO. 233447)

Water Group 914 would consist of the replacement and installation of approximately 21,729 lineal feet (LF) of existing 6-inch, 8-inch and 12-inch cast iron pipes and 6-inch asphalt concrete pipes with new 8-inch, 12-inch and 16-inch polyvinyl chloride (PVC) pipe. Also included would be the construction of two underground pressure regulator stations that measure 54 square-feet and 6.5 feet deep each. 17,472 LF would be located in existing trenches and 4,257 LF would be located in new trench lines. The proposed project would be installed by conventional excavation (open trench) in trenches from 3-5 feet deep. However two 300 LF parallel line sections (600 LF total) of the water alignment would be installed by trenchless methodology utilizing two (2) 40 square foot launch and receiver pits. The trenchless installation would occur at the intersection of Coronado Avenue and Ebers Street and is designed to avoid a recorded archaeological resource at this intersection. The trenchless methodology would employ directional underground boring that would install the pipe at a depth deeper than the recorded resource. In addition, a 4-inch AC water segment of approximately 520 LF located along Point Loma Avenue between Guizot Street and Santa Barbara Street will be abandoned in place. The project would affect the following streets and nearby alleyways: Point Loma Avenue, Santa Barbara Street, Bermuda Avenue, Pescadero Avenue, Cable Street, Orchard Avenue, Froude Street, Sunset Cliffs Boulevard, Savoy Circle, and Del Monte Avenue all within the Ocean Beach and Peninsula Community Planning Areas.

Mitigation for Water Group 914: Historical Resources (Archaeological Monitoring) and (Built Environment)

SEWER AND WATER GROUP 732 (PROJECT NO. 206610)

Sewer and Water Group Job 732 would consist of the installation of approximately 5,500 total linear feet (LF) of 8 inch Polyvinyl Chloride (PVC) sewer pipe, and approximately 3,000 total linear feet (LF) of 12 inch PVC water pipe. Approximately, 1,035 LF of water pipe would be rehabilitated using trenchless technology in the same trench, with the remainder of the installation accomplished through open trenching. Related work would include construction of new manholes, replacement and re-plumbing of sewer laterals, installation of curb ramps, pavement restoration, traffic control, and storm water best management practices. Construction of the project would affect portions of the following streets and adjacent alleys in the Peninsula Community Plan area: Xenophon Street, Yonge Street, Zola Street, Alcott Street, Browning Street, Plum Street, Willow Street, Evergreen Street, Locust Street, and Rosecrans Street.

Mitigation Required for Sewer and Water Group 732: Historical Resources (Archaeological and Paleontological Monitoring).**SUBSEQUENT PIPELINE PROJECT REVIEW (LONG TERM)**

Applications for the replacement, rehabilitation, relocation, point repair, open trenching and abandonment of water and/or sewer pipeline alignments within the City of San Diego PROW as indicated in the Subject block above and in the Project Description discussion of the Initial Study would be analyzed for potential environmental impacts to Historical Resources (Archaeology, Paleontology and the Built Environment) and Land Use (MSCP/MHPA), and reviewed for consistency with this Mitigated Negative Declaration (MND). Where it can be determined that the project is "consistent" with this MND and no additional potential significant impacts would occur pursuant to State CEQA Guideline § 15162 (i.e. the involvement of new significant environmental effects of a substantial increase in the severity of previously identified effects) or if the project would result in minor technical changes or additions, then an Addendum to this MND would be prepared pursuant to §15164. Where future projects are found not to be consistent with this MND, then a new Initial Study and project specific MND shall be prepared.

- I. PROJECT DESCRIPTION: See attached Initial Study.
- II. ENVIRONMENTAL SETTING: See attached Initial Study.
- III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the near term projects and any future subsequent projects could have a significant environmental effect in the following areas(s): Land Use (MSCP/MHPA Land Use Adjacency), Historical Resources (Built Environment), Historical Resources (Archaeology) and Paleontology. When subsequent projects are submitted to DSD, the Environmental Analysis Section (EAS) will determine which of the project specific mitigation measures listed in Section V. would apply. Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration. Projects as revised now avoid or mitigate the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

IV. DOCUMENTATION:

The attached Initial Study documents the reasons to support the above Determination.

V. MITIGATION, MONITORING AND REPORTING PROGRAM (MMRP):

A. GENERAL REQUIREMENTS – PART I

Plan Check Phase (prior to permit issuance)

1. Prior to Bid Opening/Bid Award or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD) (plans, specification, details, etc.) to ensure the MMRP requirements have been incorporated.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, **"ENVIRONMENTAL/MITIGATION REQUIREMENTS."**
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>

4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.

B. GENERAL REQUIREMENTS – PART II

Post Plan Check (After permit issuance/Prior to start of construction)

1. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants as necessary:

Biologist, Archaeologist, Native American Monitor, Historian and Paleontologist

Note: Failure of all responsible Permit Holder's representatives and consultants to attend shall require an additional meeting with all parties present.

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the RE at the **Field Engineering Division 858-627-3200**
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call **RE and MMC at 858-627-3360**

- 2. MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) No. 255100, or for subsequent future projects the associated PTS No, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED, MMC and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc)

Note:

Permit Holder's Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.

- 3. OTHER AGENCY REQUIREMENTS:** Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency as applicable.
- 4. MONITORING EXHIBITS:** All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.
- 5. OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

Document Submittal/Inspection Checklist

<i>Issue Area</i>	<i>Document submittal</i>	<i>Associated Inspection/Approvals/Note</i>
General	Consultant Qualification Letters	Prior to Pre-construction Mtg.
General	Consultant Const. Monitoring	Prior to or at Pre-Construction Mtg.
Biology	Biology Reports	Limit of Work Verification
Historical	Historical Reports	Historical observation (built envirnmt)
Archaeology	Archaeology Reports	Archaeology observation
Paleontology	Paleontology Reports	Paleontology observation
Final MMRP		Final MMRP Inspection

SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

A. LAND USE [MULTIPLE SPECIES CONSERVATION PROGRAM (MSCP) For PROJECTS WITHIN 100 FEET OF THE MHPA]

I. Prior to Permit Issuance

- A. Prior to issuance of any construction permit, the DSD Environmental Designee (ED) shall verify the Applicant has accurately represented the project's design in the Construction Documents (CDs) that are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Land Use Adjacency Guidelines for the Multiple Habitat Planning Area (MHPA), including identifying adjacency as the potential for direct/indirect impacts where applicable. In addition, all CDs where applicable shall show the following:
1. **Land Development / Grading / Boundaries** –MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. The ED shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA..
 2. **Drainage / Toxins** –All new and proposed parking lots and developed area in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA, All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
 3. **Staging/storage, equipment maintenance, and trash** –All areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction related activities are within the development footprint. Provide a note on the plans that states: "*All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative to ensure there is no impact to the MHPA.*"
 4. **Barriers** –All new development within or adjacent to the MHPA shall provide fencing or other City approved barriers along the MHPA boundaries to direct public access to appropriate locations, to reduce domestic animal predation, and to direct wildlife to appropriate corridor crossing. Permanent barriers may include, but are not limited to, fencing (6-foot black vinyl coated chain link or equivalent), walls, rocks/boulders, vegetated buffers, and signage for access, litter, and educational purposes.
 5. **Lighting** – All building, site, and landscape lighting adjacent to the MHPA shall be directed away from the preserve using proper placement and adequate shielding to protect sensitive habitat. Where necessary, light from traffic or other incompatible uses, shall be shielded from the MHPA through the utilization of including, but not limited to, earth berms, fences, and/or plant material.
 6. **Invasive Plants** – Plant species within 100 feet of the MHPA shall comply with the Landscape Regulations (LDC142.0400 and per table 142-04F, Revegetation and Irrigation Requirements) and be non invasive. Landscape plans shall include a note that states: "*The ongoing maintenance requirements of the property owner shall*

prohibit the use of any planting that are invasive, per City Regulations, Standards, guidelines, etc., within 100 feet of the MHPA."

7. **Brush Management** –All new development adjacent to the MHPA is set back from the MHPA to provide the required Brush Management Zone (BMZ) 1 area (LDC Sec. 142.0412) within the development area and outside of the MHPA. BMZ 2 may be located within the MHPA and the BMZ 2 management shall be the responsibility of a HOA or other private entity.
8. **Noise-** Due to the site's location adjacent to or within the MHPA, construction noise that exceeds the maximum levels allowed shall be avoided, during the breeding seasons for protected avian species such as: *California Gnatcatcher (3/1-8/15)*; *Least Bell's vireo (3/15-9/15)*; and *Southwestern Willow Flycatcher (5/1-8/30)*. If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. When applicable, adequate noise reduction measures shall be incorporated. Upon project submittal EAS shall determine which of the following project specific avian protocol surveys shall be required.

COASTAL CALIFORNIA GNATCATCHER

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- a. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN ADJACENT TO THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

BETWEEN MARCH 1 AND AUGUST 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED GNATCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

1. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION

ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

2. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE COASTAL CALIFORNIA GNATCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (AUGUST 16).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- b. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:

1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

LEAST BELL'S VIREO (State Endangered/Federally Endangered)

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 15 AND SEPTEMBER 15, THE BREEDING SEASON OF THE LEAST BELL'S VIREO, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE WETLAND AREAS THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE LEAST BELL'S VIREO. SURVEYS FOR THE THIS SPECIES SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. IF THE LEAST BELL'S VIREO IS PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

BETWEEN MARCH 15 AND SEPTEMBER 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED LEAST BELL'S VIREO HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

BETWEEN MARCH 15 AND SEPTEMBER 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED LEAST BELL'S VIREO OR HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF ANY OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED

UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE LEAST BELL'S VIREO. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED

TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (SEPTEMBER 16).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. IF LEAST BELL'S VIREO ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 15 AND SEPTEMBER 15 AS FOLLOWS:
- I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR LEAST BELL'S VIREO TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
 - II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

SOUTHWESTERN WILLOW FLYCATCHER (Federally Endangered)

1. Prior to the first reconstruction meeting, the City Manager (or appointed designee) shall verify that the following project requirements regarding the southwestern willow flycatcher are shown on the construction plans:

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MAY 1 AND SEPTEMBER 1, THE BREEDING SEASON OF THE SOUTHWESTERN WILLOW FLYCATCHER, UNTIL

THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE WETLAND AREAS THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE SOUTHWESTERN WILLOW FLYCATCHER. SURVEYS FOR THIS SPECIES SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF THE SOUTHWESTERN WILLOW FLYCATCHER IS PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

BETWEEN MAY 1 AND SEPTEMBER 1, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED SOUTHWESTERN WILLOW FLYCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

BETWEEN MAY 1 AND SEPTEMBER 1, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED SOUTHWESTERN WILLOW FLYCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN,

NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE SOUTHWESTERN WILLOW FLYCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (SEPTEMBER 1).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. IF SOUTHWESTERN WILLOW FLYCATCHER ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MAY 1 AND SEPTEMBER 1 AS FOLLOWS:
- I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR SOUTHWESTERN WILLOW FLYCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
 - II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

II. Prior to Start of Construction

A. Preconstruction Meeting

The Qualified Biologist/Owners Representative shall incorporate all MHPA construction related requirements, into the project's Biological Monitoring Exhibit (BME).

The Qualified Biologist/Owners Representative is responsible to arrange and perform a focused pre-con with all contractors, subcontractors, and all workers involved in grading or other construction activities that discusses the sensitive nature of the adjacent sensitive biological resources.

III. During Construction

- A. The Qualified Biologist/Owners Representative, shall verify that all construction related activities taking place ~~within or~~ adjacent to the MHPA are consistent with the CDs, the MSCP/MHPA Land Use Adjacency Guidelines. The Qualified Biologist/Owners Representative shall monitor and ensure that:
1. **Land Development /Grading Boundaries** - The MHPA boundary and the limits of grading shall be clearly delineated by a survey crew prior to brushing, clearing, or grading. Limits shall be defined with orange construction fence and a siltation fence (can be combined) under the supervision of the Qualified Biologist/Owners Representative who shall provide a letter of verification to RE/MMC that all limits were marked as required. ~~Within or a~~Adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
 2. **Drainage/Toxics** - No Direct drainage into the MHPA shall occur during or after construction and that filtration devices, swales and/or detention/desiltation basins that drain into the MHPA are functioning properly during construction, and that permanent maintenance after construction is addressed. These systems should be maintained approximately once a year, or as often a needed, to ensure proper functioning. Maintenance should include dredging out sediments if needed, removing exotic plant materials, and adding chemical-neutralizing compounds (e.g. clay compounds) when necessary and appropriate.
 3. **Staging/storage, equipment maintenance, and trash** - Identify all areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction related activities on the monitoring exhibits and verify that they are within the development footprint. Comply with the applicable notes on the plans
 - 4 **Barriers** - New development adjacent to the MHPA provides city approved barriers along the MHPA boundaries
 5. **Lighting** - Periodic night inspections are performed to verify that all lighting adjacent to the MHPA is directed away from preserve areas and appropriate placement and shielding is used.
 6. **Invasives** - No invasive plant species are used ~~in or~~ adjacent (within 100 feet) to the MHPA ~~and that within the MHPA, all plant species must be native.~~
 7. **Brush Management** - BMZ1 is within the development footprint and outside of the MHPA, and that maintenance responsibility for the BMZ 2 located within the MHPA is identified as the responsibility of an HOA or other private entity.
 8. **Noise** – For any area of the site that is adjacent to ~~or within~~ the MHPA, construction noise that exceeds the maximum levels allowed, shall be avoided, during the breeding seasons, for protected avian species such as: *California Gnatcatcher* (3/1-8/15); *Least Bell's vireo* (3/15-9/15); and *Southwestern Willow Flycatcher* (5/1-8/30). If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys will be required in order to determine species presence/absence. When applicable, adequate noise reduction measures shall

be incorporated.

IV. Post Construction

A. Preparation and Submittal of Monitoring Report

The Qualified Biologist/Owners Representative shall submit a final biological monitoring report to the RE/MMC within 30 days of the completion of construction that requires monitoring. The report shall incorporate the results of the MMRP/MSCP requirements per the construction documents and the BME to the satisfaction of RE/MMC.

B. HISTORICAL RESOURCES (ARCHAEOLOGY)

Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the 1/4 mile radius.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM)

and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.

- a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
 3. Identify Areas to be Monitored
 - b. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - c. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - d. MMC shall notify the PI that the AME has been approved.
 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
 5. Approval of AME and Construction Schedule
After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
 2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are

encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.

3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
 4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
 - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.

- (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

A. Notification

1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

B. Isolate discovery site

1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can

- be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
 3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains **ARE** determined to be Native American
1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American
1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

- A. Submittal of Draft Monitoring Report
 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**
 - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.

2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

C. PALEONTOLOGICAL RESOURCES

I. Prior to Permit Issuance or Bid Opening/Bid Award

- A. Entitlements Plan Check
1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.
- B. Letters of Qualification have been submitted to ADD
1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the

project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.

2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME has been approved.
- d. 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction

documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.

5. Approval of PME and Construction Schedule
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

C. Determination of Significance

1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.

- (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
 - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching Projects
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
- 1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 - 2. The following procedures shall be followed.
 - a. No Discoveries
 - In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVr and submit to MMC via the RE via fax by 8AM on the next business day.

- b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
 - C. All other procedures described above shall apply, as appropriate.

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring.
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
 - 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 - 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 - 4. MMC shall provide written verification to the PI of the approved report.
 - 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
 - 1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
 - 1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 - 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 - 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.

4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.

D. Final Monitoring Report(s)

1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

D. HISTORICAL RESOURCES (BUILT ENVIRONMENT)

When a future project requires implementation of this mitigation measure, the following paragraph shall be included in the subsequent environmental document and applicable Historic District name, boundary and district guidelines, if applicable shall be inserted as noted below in [brackets]:

The project is located within the [[insert District name]] Historic District, bounded by [[enter District boundary]] All work within the District boundary must be consistent with the City's Historical Resources Regulations, the U.S. Secretary of the Interior's Standards and the [[enter district guidelines if applicable]] District Design Guidelines. The following mitigation measures are required within the District boundary and shall ensure consistency with these regulations, Standards and guidelines.

- A. Prior to beginning any work at the site, a Pre Construction meeting that includes Historic Resources and MMC staff shall be held at the project site to review these mitigation measures and requirements within the District boundary.
- B. A Historic Sidewalk Stamp Inventory prepared by a qualified historic consultant or archaeologist and approved by HRB staff is required prior to the Pre-Construction (Pre-Con) meeting. The Inventory shall include photo documentation of all existing stamps within the project area keyed to a project site plan.
- C. Existing sidewalk stamps shall be preserved in place. Where existing sidewalk stamps must be impacted to accommodate right-of-way improvements, the following actions are required:
 1. A mold of the sidewalk stamp will be made to allow reconstruction of the stamp if destroyed during relocation.
 2. The sidewalk stamp shall be saw-cut to preserve the stamp in its entirety; relocated as near as possible to the original location; and set in the same orientation.
 3. If the sidewalk stamp is destroyed during relocation, a new sidewalk stamp shall be made from the mold taken and relocated as near as possible to the original location and set in the same orientation.
- D. No new sidewalk stamps shall be added by any contactor working on the project.
- E. Existing historic sidewalk, parkway and street widths shall be maintained. Any work that requires alteration of these widths shall be approved by Historic Resources staff.
- F. Existing historic curb heights and appearance shall be maintained. Any work that requires alteration of the existing height or appearance shall be approved by Historic Resources staff.

- G. Sections of sidewalk which may be impacted by the project shall be replaced in-kind to match the historic color, texture and scoring pattern of the original sidewalks. If the original color, scoring pattern or texture is not present at the location of the impact, the historically appropriate color, texture and scoring pattern found throughout the district shall be used.
- H. Truncated domes used at corner curb ramps shall be dark gray in color.
- I. Existing historic lighting, such as acorn lighting shall remain. New lighting shall be consistent with existing lighting fixtures, or fixtures specified in any applicable District Design Guidelines.
- J. Existing mature street trees shall remain. New street trees shall be consistent with the prevalent mature species in the District and/or species specified in any applicable District Design Guidelines.
- K. Any walls located within the right-of-way or on private property are considered historic and may not be impacted without prior review and approval by Historic Resources staff.

VI. PUBLIC REVIEW DISTRIBUTION:

Draft copies or notice of this Mitigated Negative Declaration were distributed to:

United States Government

- Fish and Wildlife Service (23)
- MCAS Miramar (13)
- Naval Facilities Engineering Command Southwest (8)

State of California

- Department of Fish and Game (32A)
- State Clearing House (46)
- Resources Agency (43)
- Native American Heritage Commission (56)
- State Historic Preservation Officer (41)
- Regional Water Quality Control Board (44)
- Water Resources (45)
- Water Resources Control Board (55)
- Coastal Commission (48)
- Caltrans District 11 (31)

County of San Diego

- Department of Environmental Health (75)
- Planning and Land Use (68)
- Water Authority (73)

City of San Diego

- Office of the Mayor (91)
- Council President Young, District 4 (MS 10A)
- Councilmember Lightner, District 1 (MS 10A)
- Councilmember Faulconer, District 2 (MS 10A)
- Councilmember Gloria, District 3 (MS 10A)
- Councilmember DeMaio, District 5 (MS 10A)

Councilmember Zapf, District 6 (MS 10A)
 Councilmember Emerald, District 7 (MS 10A)
 Councilmember Alvarez, District 8 (MS 10A)
 Historical Resource Board (87)
 City Attorney (MS 56A)
 Shannon Thomas (MS 93C)
 Engineering and Capital Projects
 Marc Cass (MS 908A)
 Allison Sherwood (MS 908A)
 Matthew DeBeliso (MS 908A)
 Akram Bassyouni (MS 908A)
 Michael Ninh (MS 908A)
 Roman Anissi (MS 908A)
 Daniel Tittle (MS 908A)
 Development Services Department
 Myra Herrmann (MS 501)
 Kristen Forburger (MS 401)
 Jeanne Krosch (MS 401)
 Kelley Stanco (MS 501)
 Library Dept.-Gov. Documents MS 17 (81)
 Balboa Branch Library (81B)
 Beckwourth Branch Library (81C)
 Benjamin Branch Library (81D)
 Carmel Mountain Ranch Branch (81E)
 Carmel Valley Branch Library (81F)
 City Heights/Weingart Branch Library (81G)
 Clairemont Branch Library (81H)
 College-Rolando Branch Library (81I)
 Kensington-Normal Heights Branch Library (81K)
 La Jolla/Riford branch Library (81L)
 Linda Vista Branch Library (81M)
 Logan Heights Branch Library (81N)
 Malcolm X Library & Performing Arts Center (81O)
 Mira Mesa Branch Library (81P)
 Mission Hills Branch Library (81Q)
 Mission Valley Branch Library (81R)
 North Clairemont Branch Library (81S)
 North Park Branch Library (81T)
 Oak Park Branch Library (81U)
 Ocean Beach Branch Library (81V)
 Otay Mesa-Nestor Branch Library (81W)
 Pacific Beach/Taylor Branch Library (81X)
 Paradise Hills Branch Library (81Y)
 Point Loma/Hervey Branch Library (81Z)
 Rancho Bernardo Branch Library (81AA)
 Rancho Peñasquitos Branch Library (81BB)
 San Carlos Branch Library (81DD)
 San Ysidro Branch Library (81EE)
 Scripps Miramar Ranch Branch Library (81FF)

Serra Mesa Branch Library (81GG)
 Skyline Hills Branch Library (81HH)
 Tierrasanta Branch Library (81II)
 University Community Branch Library (81JJ)
 University Heights Branch Library (81KK)
 Malcolm A. Love Library (457)

Other Interested Individuals or Groups

Community Planning Groups

Community Planners Committee (194)
 Balboa Park Committee (226 + 226A)
 Black Mountain Ranch –Subarea I (226C)
 Otay Mesa - Nestor Planning Committee (228)
 Otay Mesa Planning Committee (235)
 Clairemont Mesa Planning Committee (248)
 Greater Golden Hill Planning Committee (259)
 Serra Mesa Planning Group (263A)
 Kearny Mesa Community Planning Group (265)
 Linda Vista Community Planning Committee (267)
 La Jolla Community Planning Association (275)
 City Heights Area Planning Committee (287)
 Kensington-Talmadge Planning Committee (290)
 Normal Heights Community Planning Committee (291)
 Eastern Area Planning Committee (302)
 North Bay Community Planning Group (307)
 Mira Mesa Community Planning Group (310)
 Mission Beach Precise Planning Board (325)
 Mission Valley Unified Planning Organization (331)
 Navajo Community Planners Inc. (336)
 Carmel Valley Community Planning Board (350)
 Del Mar Mesa Community Planning Board (361)
 Greater North Park Planning Committee (363)
 Ocean Beach Planning Board (367)
 Old Town Community Planning Committee (368)
 Pacific Beach Community Planning Committee (375)
 Pacific Highlands Ranch – Subarea III (377A)
 Rancho Peñasquitos Planning Board (380)
 Peninsula Community Planning Board (390)
 Rancho Bernardo Community Planning Board (400)
 Sabre Springs Community Planning Group (406B)
 Sabre Springs Community Planning Group (407)
 San Pasqual - Lake Hodges Planning Group (426)
 San Ysidro Planning and Development Group (433)
 Scripps Ranch Community Planning Group (437)
 Miramar Ranch North Planning Committee (439)
 Skyline - Paradise Hills Planning Committee (443)
 Torrey Hills Community Planning Board (444A)
 Southeastern San Diego Planning Committee (449)
 Encanto Neighborhoods Community Planning Group (449A)

College Area Community Council (456)
 Tierrasanta Community Council (462)
 Torrey Highlands – Subarea IV (467)
 Torrey Pines Community Planning Group (469)
 University City Community Planning Group (480)
 Uptown Planners (498)

Town/Community Councils - PUBLIC NOTICE ONLY

Town Council Presidents Association (197)
 Harborview Community Council (246)
 Carmel Mountain Ranch Community Council (344)
 Clairemont Town Council (257)
 Serra Mesa Community Council (264)
 Rolando Community Council (288)
 Oak Park Community Council (298)
 Webster Community Council (301)
 Darnell Community Council (306)
 La Jolla Town Council (273)
 Mission Beach Town Council (326)
 Mission Valley Community Council (328 C)
 San Carlos Area Council (338)
 Ocean Beach Town Council, Inc. (367 A)
 Pacific Beach Town Council (374)
 Rancho Penasquitos Community Council (378)
 Rancho Bernardo Community Council, Inc. (398)
 Rancho Penasquitos Town Council (383)
 United Border Community Town Council (434)
 San Dieguito Planning Group (412)
 Murphy Canyon Community Council (463)

Other Interested Individuals or Groups

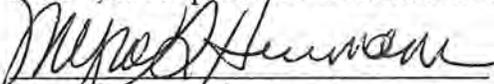
San Diego Unified Port District (109)
 San Diego County Regional Airport Authority (110)
 San Diego transit Corporation (112)
 San Diego Gas & Electric (114)
 Metropolitan Transit Systems (115)
 San Diego Unified School District (125/132)
 San Ysidro Unified School District (127)
 San Diego Community College District (133)
 The Beach and Bay Beacon News (137)
 Sierra Club (165)
 San Diego Canyonlands (165A)
 San Diego Natural History Museum (166)
 San Diego Audubon Society (167)
 Jim Peugh (167A)
 California Native Plant Society (170)
 San Diego Coastkeeper (173)
 Endangered Habitat League (182 and 182A)
 South Coastal Information Center @ San Diego State University (210)

San Diego Historical Society (211)
Carmen Lucas (206)
Clint Linton (215b)
San Diego Archaeological Center (212)
Save Our Heritage Organization (214)
Ron Christman (215)
Louie Guassac (215A)
San Diego County Archaeological Society (218)
Kumeyaay Cultural Heritage Preservation (223)
Kumeyaay Cultural Repatriation Committee (225)
Native American Distribution (NOTICE ONLY 225A-T)
San Diego Historical Society (211)
Theresa Acerro (230)
Unified Port of San Diego (240)
Centre City Development Corporation (242)
Centre City Advisory Committee (243)
Balboa Avenue CAC (246)
Theresa Quiros (294)
Fairmount Park Neighborhood Association (303)
John Stump (304)
San Diego Baykeeper (319)
Debbie Knight (320)
Mission Hills Heritage (497)

VII. RESULTS OF PUBLIC REVIEW:

- () No comments were received during the public input period.
- () Comments were received but did not address the draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.
- (x) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

Copies of the draft Mitigated Negative Declaration, the Mitigation, Monitoring and Reporting Program and any Initial Study material are available in the office of the Entitlements Division for review, or for purchase at the cost of reproduction.


Myra Herrmann, Senior Planner
Development Services Department

September 14, 2011
Date of Draft Report

October 24, 2011
Date of Final Report

Analysts: J. Szymanski/M. Herrmann

Attachments:

Figure 1 - Harbor Drive Pipeline Location Map

Figure 2 - Water Group 949 Site 1 Location Map

Figure 3- Water Group 949 Site 2 Location Map

Figure 4- Water Group 949 Site 3 Location Map

Figure 5- Sewer Group 787 Location Map

Figure 6- Water Group 914 Location Map

Figure 7- Sewer and Water Group 732 Location Map

Figure 8- Water Group 949-Site 2 with the MHPA

Initial Study Checklist

SEWER GROUP 776A PROJECT
ADDENDUM TO MITIGATED NEGATIVE DECLARATION NO. 255100
(Project No. 509064)
AND
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

ADOPTED ON MAY 24, 2017

WHEREAS, on September 6, 2016, The City of San Diego Public Works Department submitted an application to the Development Services Department of a Public Project Assessment (PPA) for the SEWER GROUP 776A (Project), for approval of minor technical changes or additions to the Citywide Pipeline Projects scope that was analyzed by adopted Mitigated Negative Declaration No. 255100; and

WHEREAS, the matter was considered without a public hearing by the Deputy Director of the Development Services Department as designated by the City Manager of the City of San Diego on May 24-, 2017; and

WHEREAS, on May 24, 2017, the Deputy Director of the Development Services considered the issues discussed in Addendum to Mitigated Negative Declaration No. 255100 (Declaration), a copy of which is on file in the Development Services Department, in accordance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code Section 21000 et seq.), as amended, and the State CEQA Guidelines thereto (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.); and

WHEREAS, State CEQA Guidelines section 15164(a) allows a lead agency to prepare an Addendum to a final Mitigated Negative Declaration if such Addendum meets the requirements of CEQA; NOW, THEREFORE,

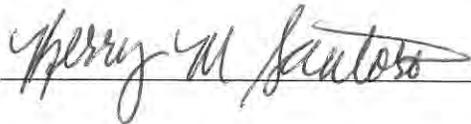
BE IT RESOLVED, by the Deputy Director of the Development Services Department of the City of San Diego as follows:

1. That the information contained in the final Mitigated Negative Declaration No. 255100 along with the Addendum thereto, including any comments received during the public review process, has been reviewed and considered by this Deputy Director of the Development Services Department prior to making a decision on the Project.
2. That there are no substantial changes proposed to the Project and no substantial changes with respect to the circumstances under which the Project is to be undertaken that would require major revisions in the Mitigated Negative Declaration for the Project.
3. That no new information of substantial importance has become available showing that the Project would have any significant effects not discussed previously in Mitigated Negative Declaration or that any significant effects previously examined will be substantially more severe than shown in the Mitigated Negative Declaration.
4. That no new information of substantial importance has become available showing that mitigation measures or alternatives previously found not to be feasible are in fact feasible

which would substantially reduce any significant effects, but that the Project proponents decline to adopt, or that there are any considerably different mitigation measures or alternatives not previously considered which would substantially reduce any significant effects, but that the Project proponents decline to adopt.

5. That pursuant to State CEQA Guidelines Section 15164, only minor technical changes or additions are necessary, and therefore, the Deputy Director of the Development Services Department adopts Addendum to Mitigated Negative Declaration No. 255100 with respect to the Project, a copy of which is on file in the office of the Development Services Department.
6. That pursuant to CEQA Section 21081.6, the Deputy Director of the Development Services Department adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the project as required by this Deputy Director of the Development Services Department in order to mitigate or avoid significant effects on the environment, which is attached hereto as Exhibit A.
7. That DEVELOPMENT SERVICES STAFF is directed to file a Notice of Determination with the Clerk of the Board of Supervisors for the County of San Diego regarding the Project.

APPROVED: Kerry Santoro, Deputy Director, Development Services Department

By:  _____

Date: 5/24/17

ATTACHMENT: EXHIBIT A - MITIGATION MONITORING AND REPORTING PROGRAM

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM SEWER GROUP 776A PROJECT PROJECT NO. 509064

This Mitigation Monitoring and Reporting Program is designed to ensure compliance with Public Resources Code Section 21081.6 during implementation of mitigation measures. This program identifies at a minimum: the department responsible for the monitoring, what is to be monitored, how the monitoring shall be accomplished, the monitoring and reporting schedule, and completion requirements. A record of the Mitigation Monitoring and Reporting Program will be maintained at the offices of the Entitlements Division, 1222 First Avenue, Fifth Floor, San Diego, CA, 92101.

GENERAL REQUIREMENTS

1. Prior to issuance of a Notice to Proceed (NTP), the Assistant Deputy Director (ADD) Environmental Designee of the Entitlements Division shall verify that Mitigation Measures for **PALEONTOLOGICAL RESOURCES** have been included in entirety on the submitted construction documents and contract specifications, and included under the heading, "Environmental Mitigation Requirements." In addition, the requirements for a Preconstruction Meeting shall be noted on all construction documents.
2. Prior to the commencement of work, a Preconstruction Meeting (Pre-con) shall be conducted and include the City of San Diego's Mitigation Monitoring Coordination (MMC) Section, Resident Engineer, Building Inspector, Project Consultant (**Paleontologist**) Applicant and other parties of interest.
3. Evidence of compliance with other permitting authorities is required, if applicable. Evidence shall include either copies of permits issued, letters of resolution issued by the Responsible Agency documenting compliance, or other evidence documenting compliance and deemed acceptable by the ADD Environmental Designee.

I. Prior to Permit Issuance or Bid Opening/Bid Award

- A. Entitlements Plan Check
 1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.
- B. Letters of Qualification have been submitted to ADD
 1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
 3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME has been approved.
4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 - 1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
 - 2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
 - 3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
 - 1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
 - 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 - 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
 - 1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.

- d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching Projects
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
- 1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 - 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSV and submit to MMC via the RE via fax by 8AM on the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.

- d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
 - 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 - 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 - 4. MMC shall provide written verification to the PI of the approved report.
 - 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
 - 1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
 - 1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 - 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 - 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 - 4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
 - 1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.

2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

The above Mitigation Monitoring and Reporting Program will require additional fees and/or deposits to be collected prior to the issuance of building permits, certificates or occupancy and/or final maps to ensure the successful completion of the monitoring program.

APPENDIX B
FIRE HYDRANT METER PROGRAM

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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.

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



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 MAP

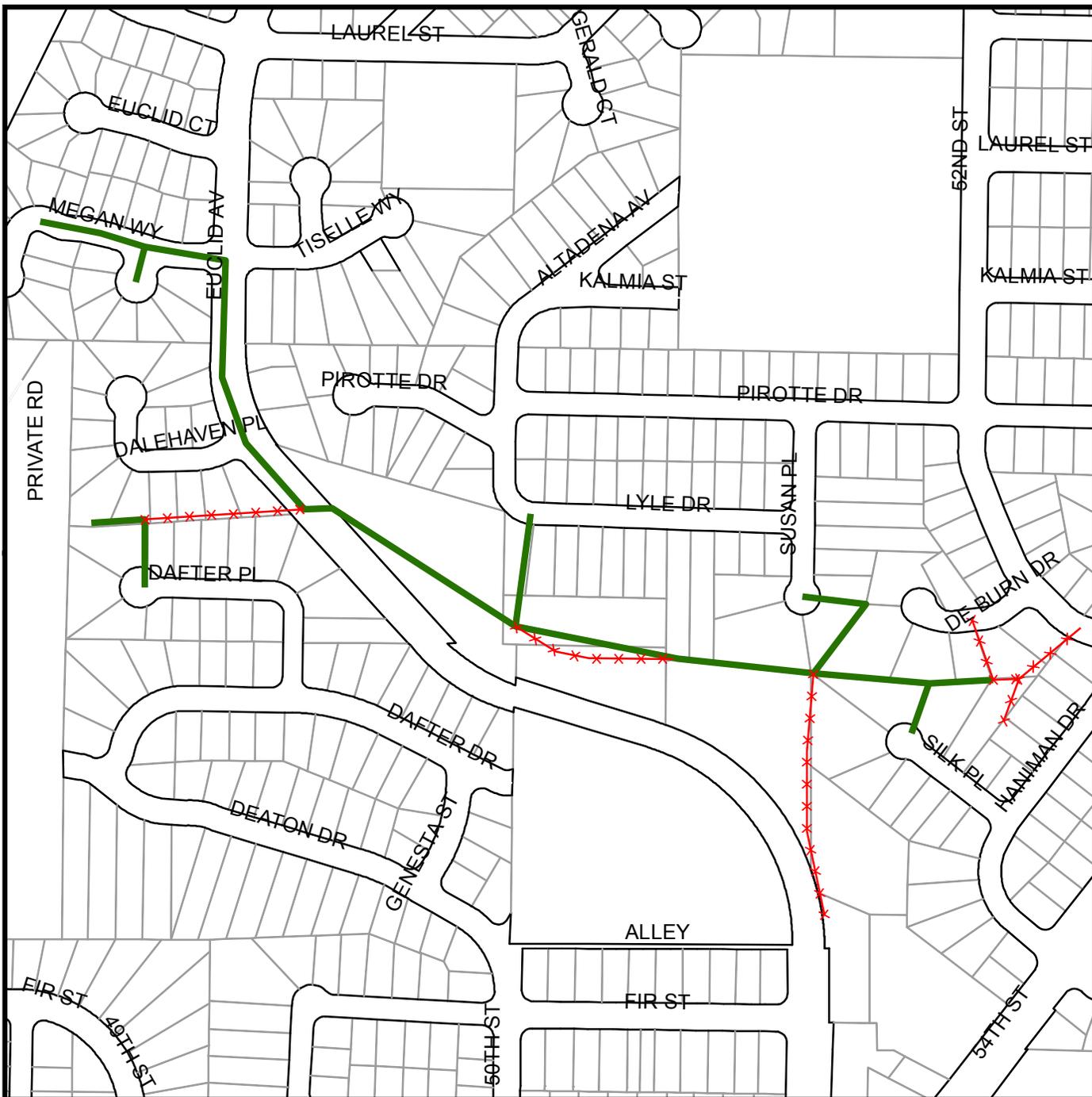
SEWER GROUP 776A

SENIOR ENGINEER
JANICE JARO
(619)-533-3851

PROJECT MANAGER
REX NARVAEZ
(619)-533-5127

PROJECT ENGINEER
ANA P. LOPEZ
(619)-533-7418

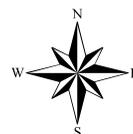
FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend

---x--- SEWER MAINS TO BE ABANDONED

— WORK ON SEWER MAINS



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APPENDIX F
ADJACENT PROJECT MAP

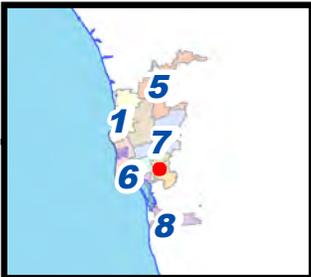
SEWER GROUP JOB 776A

SENIOR ENGINEER
JANICE JARO
619-533-3851

PROJECT MANAGER
REX NARVAEZ
619-533-5127

PROJECT ENGINEER
ANA P. LOPEZ
619-533-7418

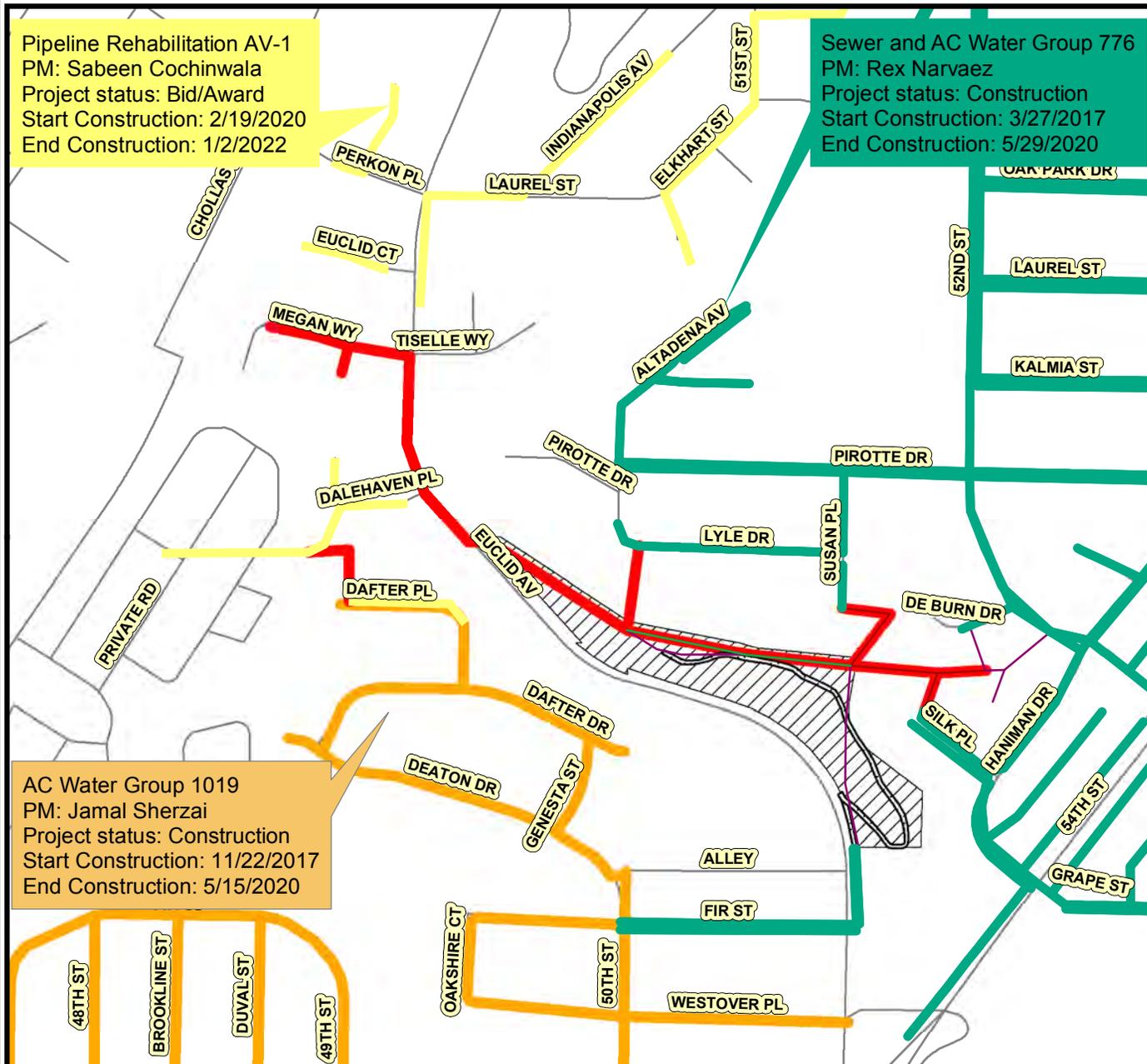
FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Pipeline Rehabilitation AV-1
PM: Sabeen Cochinwala
Project status: Bid/Award
Start Construction: 2/19/2020
End Construction: 1/2/2022

Sewer and AC Water Group 776
PM: Rex Narvaez
Project status: Construction
Start Construction: 3/27/2017
End Construction: 5/29/2020

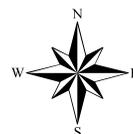
AC Water Group 1019
PM: Jamal Sherzai
Project status: Construction
Start Construction: 11/22/2017
End Construction: 5/15/2020



ADJACENT PROJECT MAP

Legend

- █ Sewer Group Job 776A
- █ Pipe Rehabilitation AV-1
- Access Path
- █ AC Water Group 1019
- Affected Area
- █ Sewer and AC Water Group 776



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APPENDIX G
CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

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:

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:

APPENDIX H

LONG TERM MAINTENANCE AND MONITORING AGREEMENT

LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **25-Month Long-Term Maintenance and Monitoring Agreement (LTMMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and Blue Pacific Engineering & Construction (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

RECITALS

- A. Concurrent with execution of this LTMMMA, the Parties entered into a general contract (Construction Contract) for the construction of **Sewer Group Job 776A (Project), WBS/IO number: B-16034, Bid No. K-20-1920-DBB-3.**
- B. In accordance with the Construction Contract, the Contractor shall enter into this LTMMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Sewer Group Job 776A (Maintenance Requirements).**
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMMA.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

INTRODUCTORY PROVISIONS

- A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTMMMA by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTMMMA are incorporated into this LTMMMA by this reference.
- C. **Contract Term.** This LTMMMA shall be effective upon completion of the Plant Establishment Period (PEP) as described in **Section 6-1.1 of ATTACHMENT E – Supplementary Special Provisions** and **Section 802** of the 2018 GREENBOOK AND WHITEBOOK and it shall be effective until the completion of the Work as described below.
- D. **Terms and Conditions.** This LTMMMA is subject to the terms and conditions of the Construction Contract included in the 2018 GREENBOOK, WHITEBOOK, and Special Provisions (**Part 0, Part 1, and Part 8**) except as otherwise stated in this LTMMMA.
- E. **Partial Release of Payment Bond and Performance Bond.**

1. **Performance of Contract in Two Phases.** There are two separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved in the original agreement as described in this agreement ("Phase 1 Work"). The second phase covers the work involved in the long-term maintenance of the Re-vegetation/Restoration Area after Phase 1 Work has been completed ("Phase 2 Work").
2. **Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:
 - 2.1 Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards ("Notice of Completion").
 - 2.2 Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under Phase 1. The remaining payment and performance bond will cover the full cost of Phase 2 Work on this Project, which will be the amount specified in "Section 4: COMPENSATION" in Section 4.1 of this LTMMA.
3. **No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Phase 1 Work.

SECTION 1 - MAINTENANCE CONTRACT SUMMARY

- 1.1. General.** The Contractor shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as **Exhibit A** in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in **Exhibit A**, at the direction of the City.

- 1.2. Schedule of Work.** The Contractor shall follow the Schedule of Work (Schedule) for the maintenance and monitoring period provided in the Plans.

After receiving notification from the City, the Contractor shall create a comprehensive Schedule of Work (Schedule) for performance of this LTMMA for the City's approval. The Schedule shall include routine work, inspection, and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

- 1.3. Commencement of Work & Maintenance Period.** This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for **25** months. A copy of the approval form is attached as **Exhibit B**.

- 1.4. License.** The Contractor shall hold the following licenses in good standing:

- 1.4.1. C-27 State Contractor's License.**

1.4.1.1. Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27 State Contractor's License**.

- 1.4.2. Pest Control Advisor's License.**

1.4.2.1. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.

- 1.4.3. Registration with the County Agriculture Commission.**

- 1.4.4. Qualified Applicator's Certificate for Category B.** This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.

- 1.4.5. City of San Diego Business License.**

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. **See Exhibit C.**

- 1.5. Hours of Performance.** The Contractor shall perform the Work between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

SECTION 2 - ADMINISTRATION

- 2.1. Contract Administrator. PUBLIC WORKS CONTRACTING (PWC)** is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this LTMMA and the Contractor's performance of the Work rendered hereunder. When this LTMMA refers to communications to or with the City, those communications shall be with the City, unless the City or this LTMMA specifies otherwise. Further, when this LTMMA requires an act or approval by City, that act or approval will be performed by the City.
- 2.2. Local Office.** The Contractor shall maintain a local office with a company representative who is authorized to discuss matters pertaining to this LTMMA with the City and shall promptly respond and be available during Normal Working Hours. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative may fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.
- 2.3. Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to the Contractor for immediate disposition. The Contractor shall provide the City with a 24 hour emergency telephone number for this purpose.
- 2.4. Staffing.** The Contractor shall furnish supervisory and working personnel capable of promptly accomplishing all Work required under this LTMMA on schedule and to the satisfaction of the City.
- 2.5. Contractor Inspections.** The Contractor shall perform inspections of the Work site and shall prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

SECTION 3: WORK SITE MAINTENANCE

- 3.1. Use of Chemicals.** The Contractor shall submit to the City for approval sample labels and MSDS for all chemical herbicides, rodenticides, and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTRMC. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to the City along with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2. Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with the instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor or other penalties under this LTMMA.

If the Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for the Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and, where appropriate, the State of California, the County Water Authority, or other legal entities shall be solely the responsibility of the Contractor and may be deducted from the monthly payment to be made to the Contractor under this LTMMA.

- 3.3. Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTMMA.
- 3.4. Satisfactory Progression.** If the Revegetation/Restoration Area is not progressing towards the required performance criteria, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may accordingly adjust monthly payments to the Contractor.

SECTION 4: COMPENSATION

- 4.1. Maximum Compensation.** The compensation for this LTMMA shall not exceed **\$30,000.00** (Contract Price).
- 4.2. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.

4.3. Final Payment. The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:

4.3.1 The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMA.

4.3.2 The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

4.3.3 The Contractor has provided a final work summary report to the City.

4.3.4 The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

SECTION 5: BONDS AND INSURANCE

5.1. Contract Bonds. Prior to the commencement of Work, the Contractor, at its sole cost and expense, shall provide the following bonds issued by a surety authorized to issue bonds in California satisfactory to the City:

5.1.1. A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price for this Bid Item, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

5.1.2. A Performance Bond in an amount not less than the Contract Price for this bid item to guarantee the faithful performance of all Work within the time prescribed in a manner satisfactory to the City and to guarantee all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTMMA.

5.2. Insurance. The Contractor shall maintain insurance coverage as specified in **Section 5-4, "INSURANCE"** of the Construction Contract at all times during the term of this LTMMA.

The Contractor shall not begin the Work under this LTMMA until they have complied with the following:

5.2.1. Obtain insurance certificates reflecting evidence of insurance:

1. Commercial General Liability

2. Commercial Automobile Liability
 3. Worker's Compensation
- 5.2.2.** Confirm that all policies contain the specific provisions required in **Section 5-4, "INSURANCE"**.

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTMMA.

SECTION 6: MISCELLANEOUS

- 6.1. Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and shall specifically have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to the performance of any Work.
- 6.2. City Standard Provisions.** This LTMMA is subject to the same standard provisions and Contractor Certification requirements as the Construction Contract.
- 6.3. Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTMMA.
- 6.4. Assignment.** The Contractor shall not assign the obligations under this LTMMA, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this section shall constitute a Default and is grounds for immediate termination of this LTMMA, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.
- 6.5. Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of the City. Any provisions of this LTMMA that may appear to give the City any right to direct the Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.
- 6.6. Covenants and Conditions.** All provisions of this LTMMA expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.

- 6.7. Jurisdiction and Venue.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTMMA, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.
- 6.8. Successors in Interest.** This LTMMA and all rights and obligations created by it shall be in force and effect whether or not any Parties to this LTMMA have been succeeded by another entity and all rights and obligations created by this LTMMA shall be vested and binding on any Party's successor in interest.
- 6.9. Integration.** This LTMMA and the exhibits, attachments, and references incorporated into this LTMMA fully express all understandings of the Parties concerning the matters covered in this LTMMA. No change, alteration, or modification of the terms or conditions of this LTMMA, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or by an amendment to this LTMMA agreed to by both Parties. All prior negotiations and agreements shall be merged into this LTMMA.
- 6.10. Counterparts.** This LTMMA may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11. No Waiver.** Any failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term, or condition of this LTMMA, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTMMA, shall constitute a waiver of any such breach or of such covenant, term, or condition. No waiver of any breach shall affect or alter this LTMMA, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12. Severability.** The unenforceability, invalidity, or illegality of any provision of this LTMMA shall not render any other provision of this LTMMA unenforceable, invalid, or illegal.
- 6.13. Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

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

Dated this 7th day of March, 2023.

THE CITY OF SAN DIEGO

By: _____



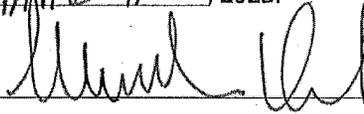
Stephen Samara

Principal Contract Specialist

Purchasing & Contracting Department

I HEREBY CERTIFY I can legally bind **Blue Pacific Engineering & Construction** and that I have read this entire contract, this 6TH day of MARCH, 2023.

By: _____



Printed Name: _____

SHARQAM ELID

Title: _____

PRESIDENT

I HEREBY APPROVE the form of the foregoing Contract this

7th

day

March

of 2023.

Mara W. Elliott, City Attorney

By: _____



Printed Name: _____

Bonny Hsu

Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on Specifications and Drawings numbered 39232-13-D through **39232-14-D** (Specifications), which are incorporated into this Contract by this reference as though fully set forth herein.

- II. **Description of Work.** The Contractor shall maintain and monitor the Revegetation/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in the Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state. As specified in the revegetation plans, the summary and schedule for Maintenance, Monitoring and Reporting conducted by the Contractor and Project Biologist shall be performed as described:

Period: Installation

1. Project Biologist will be responsible for monitoring/landscape. Contractor will be responsible for installation and maintenance.
2. Biologist site visit frequency shall be performed as needed or **at least once every two weeks.**
3. Project Biologist shall be prepared based on the revegetation plan criteria and reporting shall be provided and determined by the project biologist **at successful installation.**

Period: 120-day

1. Project biologist will be responsible for monitoring/landscape. Contractor will be responsible for installation and maintenance.
2. Biologist site visit frequency shall be performed **months 1 and 2 -biweekly AND months 3 and 4 - at least once a month.**
3. Project Biologist shall be prepared based on the revegetation plan criteria and reporting shall be provided and determined by the project biologist **at the END of PEP***.**

Period: 25 Month

1. Project Biologist will be responsible for monitoring/landscape. Contractor will be responsible for installation and maintenance.
2. Biologist site visit frequency shall be performed as needed or **at least once every 3 months.**
3. Project Biologist shall be prepared based on the revegetation plan criteria and reporting shall be provided and determined by the project biologist **every 3 months for the first 9 months, 1*** and 25*** months.**

**** PEP, YEAR 1 and 25 MONTH FINAL REPORT(S) REQUIRED TO INCLUDE ABOVE INFORMATION.**

The Work also includes biological monitoring of the Revegetation/Restoration Area according to the schedule and methods specified in the Revegetation/Restoration Plan. The monitoring work shall include all reporting tasks specified in the Plan.

III. Method of Performing Work.

A. Irrigation. Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules as specified in the revegetation sheets L-1 and L-2 per plans. t Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTMMA.

1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 Calendar Days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.
3. Irrigation shall be accomplished as follows:

- a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
 - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
 - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
 - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
4. **Maintenance of Irrigation System.** The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation/Restoration Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.
- a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.

- b) The Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.
5. **Operation of Automatic Irrigation Controllers.** Where the operation of automatic irrigation controllers is required as part of this LTRMC, the Contractor shall:
- a) Not duplicate any coded City key furnished by City for access and operation of the controller;
 - b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
 - c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
 - d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

B. Weed Removal. The Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

Weed removal in areas with native habitat shall be in accordance with **Section 802 of the Whitebook.**

C. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify the City within 4 Calendar Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of the City.

- 1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of the Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
- 2. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the

employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If the Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.

D. Plant Replacement. Except as provided in **Section H** below, the Contractor shall notify the City within 4 Calendar Days of the loss of plant material due to any cause.

1. The Contractor shall, at no cost to the City, replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the City.
2. If so directed by the City, the Contractor shall replace any plant damaged or lost that is not a result of the Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor outside of warranty.
3. The City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When the City determines such replacement should occur, Contractor shall replace the plants as directed by the City. The City will pay for materials and labor outside of warranty.

E. Damage Reports. The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.

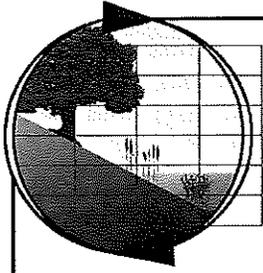
F. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.

1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.
2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.

G. Monitoring. The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation

Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the Whitebook**.

- H. **Final Site Cleanup.** Prior to completion of the LTMMA, all temporary irrigation materials, BMP's, and signs shall be removed from the site and properly disposed of.



Merkel & Associates, Inc.

5434 Ruffin Road, San Diego, CA 92123

Tel: 858/560-5465 • Fax: 858/560-7779

e-mail: associates@merkelinc.com

January 25, 2023

M&A #21-010-01

Mr. Omar Batta
Blue Pacific Engineering & Construction
7330 Opportunity Road, Suite J
San Diego, CA 92111

Subject: Revegetation for the Sewer Group 776A Project, City of San Diego, 25-month Commencement

Dear Omar,

I am providing this letter following my site review of the revegetation areas at the Sewer Group 776A Project on January 17, 2023, with representatives from Blue Pacific (Charlie Elihu, Roman Mendoza) and the City of San Diego (Jesus Castro, Rudy Bilan). The purpose of the review was to determine the acceptance of the 120-day Plant Establishment Period (PEP) which commenced on September 15, 2022. Prior to this site review, Blue Pacific replaced a total of 102 dead plants as recommended following the last site inspection on December 8, 2022. The site currently meets the success criteria identified in Table 1 of the Revegetation Notes sheet (L-2) which require 30 percent vegetative cover, less than 20 percent weeds, and 0 percent invasives at 120 days. Most of the vegetative cover is provided by the installed container plants. Germination from the applied hydroseed mix was minimal and consisted of mostly California Poppy (*Eschscholzia californica*). Other seeded species are expected to germinate later into the winter and spring season. Weeds were minimal (i.e., < 5%) and consisted mostly of California Burclover (*Medicago polymorpha*).

Per our discussion during the site review, the 25-Month Maintenance/Monitoring period may commence as of January 17, 2023. Monitoring/reporting will occur as specified in the revegetation plan with inspections every 3 months and reports provided every 3 months for the first 9 months, at the end of Year 1, and at the expected conclusion of the project at 25 months. The following anticipated monitoring schedule is provided:

120-day PEP Site Review Schedule

Site Review	Date
*Month 3	April 17, 2023
*Month 6	July 17, 2023
*Month 9	October 17, 2023
*Month 12 (Year 1)	January 17, 2024
Month 15	April 17, 2024
Month 18	July 17, 2024
Month 21	October 17, 2024
Month 24	January 17, 2025
*Month 25	February 17, 2025

*Merkel & Associates to Submit Report

If you have any questions regarding this letter or if you need additional information, please do not hesitate to contact me at kince@merkelinc.com or (858) 560-5465.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle Ince". The signature is written in a cursive style with a large initial "K" and a distinct "I".

Kyle Ince
Project Biologist

EXHIBIT C
LICENSE DATA SHEET

State Contractor License Classification and Number: 824455 A, B, C8, C27, C10

Name of License Holder: Shahram Elihu - Blue Pacific Engineering

Expiration Date: 11/30/2023

City of San Diego Business License Number: B 2010019612

Expiration Date: 06/30/2023

APPENDIX I
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



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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX J

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



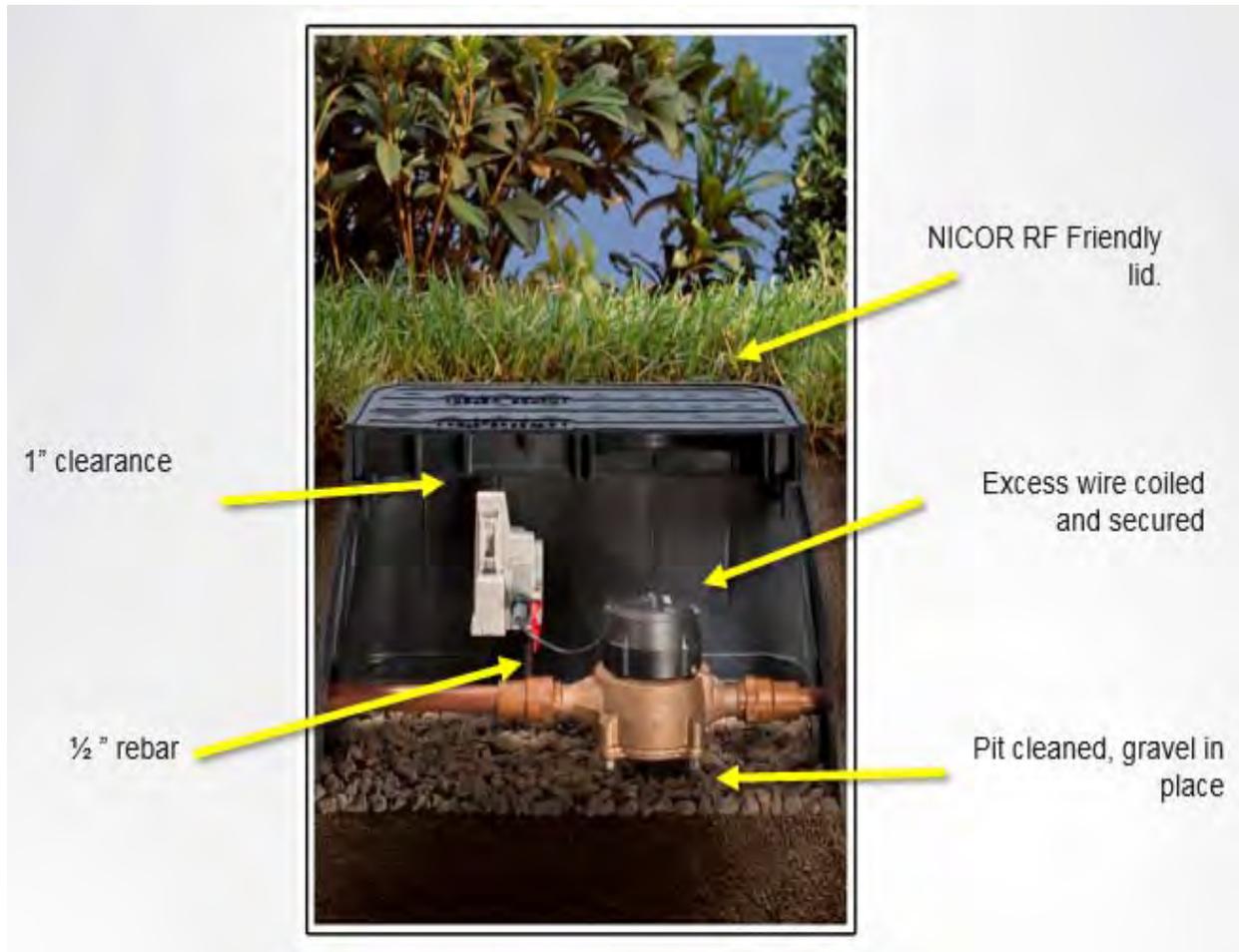
Network Devices, see Photo 3:

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

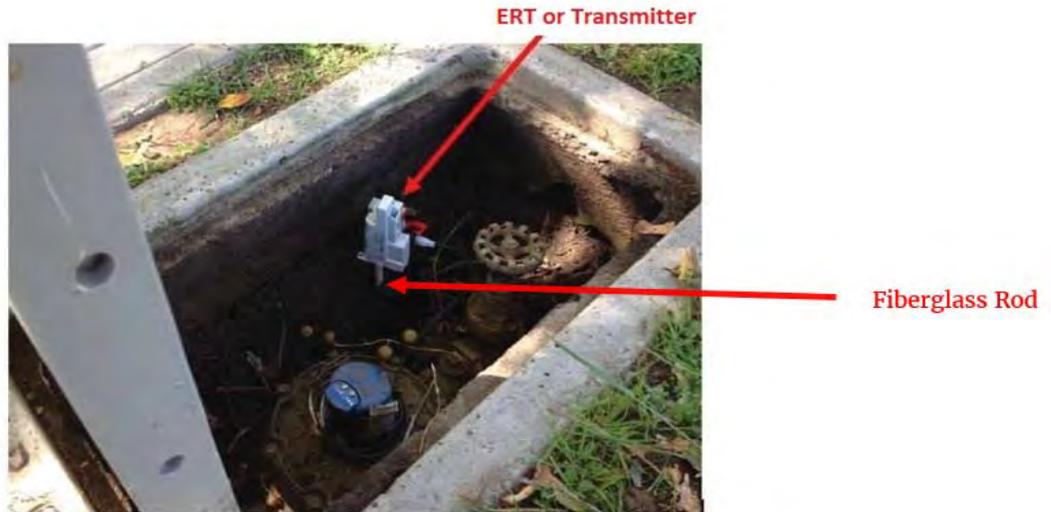


Photo 6 below is an example of disturbance that shall be avoided:

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.

APPENDIX K
SITE DEVELOPMENT PERMIT



Oct 13, 2017 01:59 PM
 OFFICIAL RECORDS
 Ernest J. Dronenburg, Jr.,
 SAN DIEGO COUNTY RECORDER
 FEES: \$0.00

PAGES: 8

RECORDING REQUESTED BY
 CITY OF SAN DIEGO
 DEVELOPMENT SERVICES
 PERMIT INTAKE, MAIL STATION
 501

WHEN RECORDED MAIL TO
PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

WBS No. B-16034.02.06

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Site Development Permit No. 1924049
SEWER GROUP 776A PROJECT NO. 509064 - [MMRP]
 DEVELOPMENT SERVICES DEPARTMENT

This Site Development Permit No. 1924049 is granted by the Development Services Department of the City of San Diego to the City of San Diego Public Works Department, Owner/Permittee, pursuant to San Diego Municipal Code [SDMC] section 126.0504. The Site Development Permits allow work within Environmentally Sensitive Lands containing sensitive biological resources for the AC Water and Sewer Group 776A Replacement Program. Construction of the project will reduce maintenance requirements, correct hydraulic deficiencies, improve reliability and accessibility, and bring the sewer system up to current design standards. The site is located within the public right-of-way and environmentally sensitive lands located within the privately owned unnamed canyons area in the Mid-City: Eastern Area Community Plan. The location of improvements is located on Megan Way, Megan Court, Euclid Avenue, Lyle Drive, Susan Place, Silk Place, and Dafter Place.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner/Permittee to work within Environmentally Sensitive Lands containing sensitive biological resources and subject to the City's land use regulations] described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated May 25, 2017, on file in the Development Services Department.

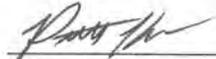
The project shall include:

- a. "Replace-in-place" approximately 1,068 linear feet of existing sewer mains, rehabilitate approximately 1,375 linear feet of existing mains, and install 1,282 linear feet of new sewer mains.
- b. "Abandon in place" approximately 1,902 linear feet of existing sewer mains; and
- c. Easement acquisition and easement vacations (under separate reviews and approvals) to accommodate 356 linear foot portion of sewer relocation.

STANDARD REQUIREMENTS:

1. This permit must be utilized within ten years (120 months) after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the ten years period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker. This permit must be utilized by June 15 2027.
2. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
 - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
 - b. The Permit is recorded in the Office of the San Diego County Recorder.
3. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
4. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
5. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
6. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).
7. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.
8. All of the conditions contained in this Permit have been considered and were determined necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT

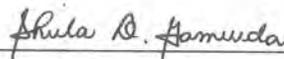


Peter Kann
Development Project Manager

**NOTE: Notary acknowledgment
must be attached per Civil Code
section 1189 et seq.**

The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

City of San Diego Public Works Department
Owner/Permittee

By _____
Sheila Gamueda
Project Manager

**NOTE: Notary acknowledgments
must be attached per Civil Code
section 1189 et seq.**

ENVIRONMENTAL/MITIGATION REQUIREMENTS:

9. Mitigation requirements in the Mitigation, Monitoring, and Reporting Program [MMRP] shall apply to this Permit. These MMRP conditions are hereby incorporated into this Permit by reference.

10. The mitigation measures specified in the MMRP and outlined in the Addendum to Mitigated Negative Declaration No. 255100 (Project No. 509064), shall be noted on the construction plans and specifications under the heading ENVIRONMENTAL MITIGATION REQUIREMENTS.

11. The Owner/Permittee shall comply with the MMRP as specified in Addendum to a Mitigated Negative Declaration No. 255100 (Project No. 509064) to the satisfaction of the Development Services Department and the City Engineer. Prior to the issuance of the "Notice to Proceed" with construction, all conditions of the MMRP shall be adhered to, to the satisfaction of the City Engineer. All mitigation measures described in the MMRP shall be implemented for the following issue areas:

- Paleontological Resources**
- Sensitive Biological Resources**
- Archaeological Resources**

ENGINEERING REQUIREMENTS:

12. This is a Capital Improvement Project. The project design and compliance with the storm water regulations will be the responsibility of the Public Works Department Project Manager.

APPROVED by the Development Services Department of the City of San Diego on May 25, 2017 and Resolution No. 6687

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 August 1, 2017 before me Rose Marie White, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

Sheila P. Gamueder

Name(s) of Signer(s)

Peter Kana

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

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

WITNESS my hand and official seal.



Signature Rose Marie White
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

ORIGINAL

DEVELOPMENT SERVICES DEPARTMENT RESOLUTION NO. 6687
SITE DEVELOPMENT PERMIT NO. 1924049
SEWER GROUP 776A - PROJECT NO. 509064 [MMRP]

WHEREAS, the CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT, Owner/Permittee, filed an application with the City of San Diego for a permit to Site Development Permit to “replace-in-place” approximately 1,068 linear feet of existing sewer mains, rehabilitate approximately 1,375 linear feet of existing sewer mains, and install 1,282 linear feet of new sewer mains. The propose sewer main will be installed by conventional excavation methods as well as trenchless methods using tunneling and pipe bursting as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval for the associated Site Development Permit No. 1924049;

WHEREAS, the project site is located on Megan Way, Megan Court, Euclid Avenue, Lyle Drive, Susan Place, Silk Place, Dafter Place and unnamed canyons within the Mid-City: Eastern Areas in Council District 4;

WHEREAS, on May 25, 2017, the Development Services Department of the City of San Diego considered Site Development Permit No. 1924049 pursuant to the Land Development Code of the City of San Diego;

BE IT RESOLVED by the Development Services Department of the City of San Diego as follows:

That the Development Services Department adopts the following written Findings, dated May 25, 2017.

FINDINGS:

(a) Findings for all Site Development Permits Section 126.0504:

1. The proposed development will not adversely affect the applicable land use plan. The capital improvement project is located within the City of San Diego's Mid-City Communities Planning Area. The Public Facilities and Services Element of the Mid-City Communities Plan identifies water and sewer facilities west of 54th Street were built in the early part of the 20th century and are becoming obsolete. Blockages and breaks are aggravated by inadequate slopes, inhibiting efficient drainage. Sewer lines in the Eastern Area are considered adequate, although low pressure is frequently reported in the neighborhoods south of University Avenue. The Sewer Group 776A project is part of the City of San Diego's on going Sewer Main Replacement Program that will increase reliability of sewer service in Mid-City. The project proposes to “replace-in-place” approximately 1,068 linear feet of existing sewer mains, rehabilitate approximately 1,375 linear feet of existing mains, and install 1,282 linear feet of new sewer mains. The new sewer pipelines will provide significant support, in terms of hydraulic efficiency and drainage, to the communities they serve. The project supports the Community Plans basic principles of improving public facilities and services by providing adequate sewer facilities. Therefore, the project will not adversely affect the applicable land use plan and will meet the Community Plan's goals and objective to provide a sewer system that meets current design standards.

2. The proposed development will not be detrimental to the public health, safety, and welfare. The Project's design, grading, drainage, traffic control, restoration, and environmental impacts has been designed to conform with the City's codes, policies, and regulations whose primary focus is the protection of the public health, safety, and welfare. The project includes best management practices for erosion control and storm drains inlet protection, American Disability Act (ADA) curb ramp installation, and resurfacing and restoration of disturbed areas. In addition, the project's traffic control plans were reviewed by the City's traffic engineers to ensure safe and adequate circulation of vehicles and pedestrian for those who reside within the community. As such, the proposed project will not be detrimental to the public health, safety, and welfare.

3. The proposed development will comply with the regulations of the Land Development Code, including any allowable deviations pursuant to the Land Development Code. The proposed project complies with the applicable provisions and requirements of the Land Development Code and the City's Biology Guidelines. As documented in the Biological Survey Report for the project, approximately 0.04 of an acre of Tier II of disturbed Coastal Sage Shrub and 0.01 of Tier IIIA Southern Mixed Chaparral will be impacted which requires the issuance of a Site Development Permit (SDP). The impacts to the sensitive biological resources remains below the City's .01 acre threshold and do not require mitigation. The issuance of the Site Development Permit, an Addendum to the Citywide Pipeline No. 255100, and the project-specific measures identified in the Mitigation Monitoring and Reporting Program (MMRP) will ensure that the project complies with all provisions/regulations set forth by the Land Development Code and will not have a significant impact to the environment. No deviations are proposed.

Supplemental Findings-Environmentally Sensitive Lands

1. The site is physically suitable for the design and siting of the proposed development and development will result in minimum disturbance to environmentally sensitive lands. The project proposes to "replace-in-place" approximately 1,068 linear feet of existing sewer mains, rehabilitate approximately 1,375 linear feet of existing mains, and install 1,282 linear feet of new sewer mains. The proposed sewer mains will be installed by conventional excavations methods as well as trenchless construction methods including tunneling and pipe bursting. The replace-in-place work within the unnamed canyon will use the trenchless and occur at the existing manholes which were previously disturbed. The design and use of the trenchless methods will result in minimum disturbance to environmentally sensitive lands as the impacts to the sensitive biological resources remains below the City's .01 acre threshold and do not require mitigation.

2. The proposed development will minimize the alteration of natural land forms and will not result in undue risk from geologic and erosional forces, flood hazards, or fire hazards. The proposed sewer mains will be installed/replace-in-place by using the both the conventional excavation methods and the trenchless construction methods. The project would utilize proper engineering design and best management practices (BMPs) for erosion control and storm drain inlet protection. Additionally, the project will incorporate standard methods to control runoff, including site design, source control, and treatment control BMPs. Subsequently, the project will include resurfacing and restoration of disturbed areas to their original conditions. Given that the pipeline is aligned underground, the project will not create a geological, flood and/or fire hazards.

3. The proposed development will be sited and designed to prevent adverse impacts on any adjacent environmentally sensitive lands. The project proposes to “replace-in-place” approximately 1,068 linear feet of existing sewer mains, rehabilitate approximately 1,375 linear feet of existing mains, and install 1,282 linear feet of new sewer mains. A portion of the pipeline’s alignment is located within developed public right-of-way and would not adversely impact any adjacent environmentally sensitive lands. The project is located outside of the City’s MHPA. The sewer pipelines within the unnamed canyons will be replace-in-place via the trenchless construction method which was utilized to prevent any adverse impacts to the adjacent environmentally sensitive lands. The impacts to the sensitive biological resources remains below the City’s .01 acre threshold and do not require mitigation. In addition, the project was designed in compliance with the City’s Storm Water Standards Manual and includes best management practices (BMPs) for erosion and treatment control during construction. The project will require monitoring for paleontological resources to prevent adverse impacts. Upon completion of the project, all disturbed surfaces will be resurfaced and restored back to its original conditions. The project will not conflict with any local policies or ordinance protecting biological resources and is consistent with the City of San Diego Biology Guidelines.

4. The proposed development will be consistent with the City of San Diego’s Multiple Species Conservation Program (MSCP) Subarea Plan; The Multiple Species Conservations Program (MSCP) is a long-term regional plan established to protect special-status species and habitats in San Diego County. However, the project is located outside of the MHPA and will not have any direct impacts to the MHPA. Thereby, the proposed sewer replacement project is consistent with the City’s MSCP Subarea Plan and Biology Guidelines in that all activities avoid significantly disturbing the habitat of the MHPA and will have no direct impacts to wetlands.

5. The proposed development will not contribute to the erosion of public beaches or adversely impact local shorelines sand supply; The proposed project is located inland, approximately 13 miles east from the Pacific Ocean, and is not located within the Coastal Overlay Zone. BMPs will be implemented to minimize erosion and runoff associated with the project. Accordingly, the project will not contribute to the erosion of public beaches or adversely impact local shoreline and supply.

6. The nature and extent of mitigation required as a condition of the permit is reasonably related to, and calculated to alleviate, negative impacts created by the proposed development. The mitigation for environmental impacts from the proposed project focuses on protection of sensitive biological resources, special plant status plant and wildlife species, as well as reducing erosion and preserving water quality. Therefore, all mitigations required is reasonably related to and calculated to alleviate negative impacts created by the proposed project.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Development Services Department, Site Development Permit No. 1924049 is hereby GRANTED by the Development Services Department to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Permit No. 1924049, a copy of which is attached hereto and made a part hereof.



Peter Kann
Development Project Manager
Development Services

Adopted on: May 26, 2017

WBS#: B-16034.02.06

APPENDIX L
REHAB DATA COLLECTION - LATERALS, SEWER MAINS, MANHOLES
SAMPLE DATA TEMPLATES

ATTACHMENT F
RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This Phased -Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Blue Pacific Engineering & Construction, herein called "Contractor" for construction of **Sewer Group Job 776A**; Bid No. **K-20-1920-DBB-3**; in the amount of **Three Million Three Hundred Forty Eight Thousand Twelve Dollars and Fifty Cents (\$3,348,012.50)**, which is comprised of the Base Bid plus, consisting of an amount not to exceed \$2,500,000.00 for Phase I and \$848,012.50 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, Long-Term Maintenance and Monitoring Agreement.
 - (e) That certain documents entitled **Sewer Group Job 776A**, on file in the office of the Public Works Department as Document No. **B-16034** as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Sewer Group Job 776A**, Bid Number **K-20-1920-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. (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).
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

Mara W. Elliott, City Attorney

By Stephen Samara

By Bonny Hsu

Print Name: Stephen Samara
Principal Contract Specialist
Engineering & Capital Projects

Print Name: Bonny Hsu
Deputy City Attorney

Date: 12/23/2020

Date: 1/4/21

CONTRACTOR

By Shahram Elitu

Print Name: SHAHRAM ELITU

Title: OWNER

Date: 11/23/2020

City of San Diego License No.: B2010019612

State Contractor's License No.: 824455

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

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:

Sewer Group Job 776A

(Project Title)

as particularly described in said contract and identified as Bid No. **K-20-1920-DBB-3**; SAP No. (WBS/IO/CC) **B-16034**; 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. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)**
- E. DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)**
- F. SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS**
- G. CONTRACTOR’S EXPERIENCE AND PAST PROJECT DOCUMENTATION. SEE SSP AND 2018 WB SECTION 500-2.1, INITIAL SUBMITTALS, ITEM 1, a.**
- H. MANUFACTURER AUTHORIZED INSTALLER CERTIFICATION. SEE SSP AND 2018 WB SECTION 500-2.1, INITIAL SUBMITTAL, ITEM 1, b.**

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

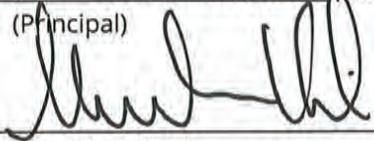
SEWER GROUP JOB 776A

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 17TH day of JULY, 20 20

BLUE PACIFIC
ENGINEERING & CONSTRUCTION (SEAL)

(Principal)



By: _____

(Signature)

THE OHIO
CASUALTY INSURANCE COMPANY (SEAL)

(Surety)



By: _____

(Signature)

MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

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 7/17/2020 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature *Tracy Lynn Rodriguez*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8201849-024100

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sandra Figueroa, Mark D. Iatarola, Helen Maloney, John G. Maloney, Jessica Schmal

all of the city of Escondido state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of August, 2019.



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

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17TH day of JULY, 2020.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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.

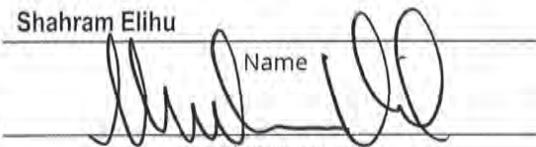
CHECK ONE BOX ONLY.

- 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

Contractor Name: Blue Pacific Engineering & Construction

Certified By Shahram Elihu Title Sole Proprietor
 Name _____
 _____ Date 07/27/2020
 Signature

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Blue Pacific Engineering & Construction			
Street Address	City	State	Zip
7330 Opportunity Road, Suite A, San Diego		CA	92111
Contact Person, Title		Phone	Fax
Shahram Elihu, Sole Proprietor		858-956-1456	619-291-0482

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

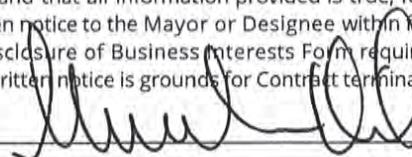
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Shahram Elihu	Sole Proprietor
City and State of Residence	Employer (if different than Bidder/Proposer)
Solana Beach CA	
Interest in the transaction	
100% Ownership of Blue Pacific Engineering & Construction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Shahram Elihu, Sole Proprietor



07/27/2020

Print Name, Title

Signature

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

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 and contractors</i> who have been <i>debarred or suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract awards</i> , 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
Shahram Elihu	Sole Proprietor

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.

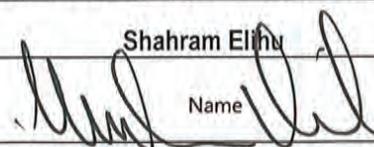
The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- 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: Blue Pacific Engineering & Construction

Certified By Shahram Elihu Title Sole Proprietor

 Name _____ Date 07/27/2020
 Signature _____

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

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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
T & D SERVICES INC DONALD THOMAS VAN DYKE , PRES	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
G SCOTT ASPHALT INC DANIEL CALVIN WEMPLE RMO / CEO / PRES	

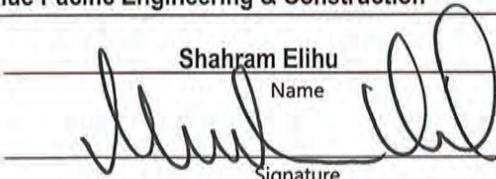
SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
ZEBRON CONTRACTING INC ROGER DUANE DECKER, CEO / PRESIDENT	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
STATEWIDE STRIPES INC , DAVID ANTHONY BRILHANTE, PRESIDENT	

Contractor Name: Blue Pacific Engineering & Construction

Certified By Shahram Elihu Title Sole Proprietor
Name

Signature Date 07/27/2020

USE ADDITIONAL FORMS AS NECESSARY

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
*TO BE COMPLETED BY BIDDER***

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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
OLDCASTLE INFRASTRUCTURE INC SIMON MICHAEL BATES, PRESIDENT	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Nu-Line Technologies, LLC DOMINIC JOSEPH BURTECH JR, PRESIDENT	

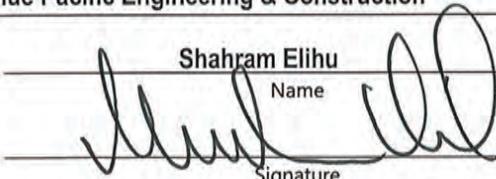
SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
T&D Services, Inc. DONALD THOMAS VAN DYKE , PRESIDENT	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Ayala Boring, Inc. DEAN AYALA, PRESIDENT	

Contractor Name: Blue Pacific Engineering & Construction

Certified By Shahram Elihu Title Sole Proprietor
Name

Signature Date 07/27/2020

USE ADDITIONAL FORMS AS NECESSARY

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
*TO BE COMPLETED BY BIDDER***

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

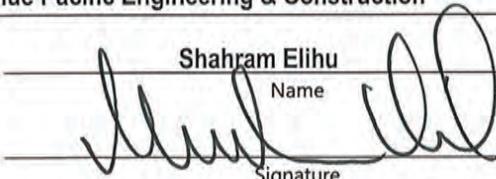
SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Blue Pacific Engineering & Construction

Certified By Shahram Elihu Title Sole Proprietor
Name

Signature Date 07/27/2020

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
	Name: NONE 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



Statement of Qualifications

Nu-Line Technologies, LLC has been successfully protecting infrastructure utilities since January of 2015. Nu-Line Technologies, LLC was introduced to the local wastewater and storm water infrastructure with the City of San Diego in 2015. Prior to our name change in January of 2015, we successfully completed infrastructure projects with the City of San Diego and other local agencies as Burtech Pipeline Inc. since 2007. With a new focus on infrastructure rehabilitation in our immediate San Diego Market, Nu-Line Technologies, LLC was launched to focus strictly on infrastructure rehabilitation methodologies with the advancement of mainline Cured In Place lining as well as service lateral connections (UV Curing) and lateral lining rehabilitation.

Installation Experience

Our installation crews have a minimum 10 years of experience in the Cured in Place field and have successfully completed projects throughout the western United States. Our Field Superintendent, Jorge Beltran has overseen and completed smaller to large scale projects throughout the western region since 1999. We are a fully licensed and bonded General Engineering Contractor and have completed many projects as Nu-Line Technologies, LLC similar in size and scale.

Industry Qualifications

- Licensed by the State of California Lic#997520
- City of Los Angeles/Greenbook Approved materials for Cured In Place and Service Lateral Connections
- Confined Space Certified, First aid and CPR certified.

Nu-Line Technologies, LLC. and its employees are fully cognizant and comply with all Federal and State OSHA regulations regarding confined space entry.

Frank Durazo

A handwritten signature in blue ink that reads "Frank Durazo".

Operations Manager – Nu-Line Technologies, LLC.



APPLIED FELTS

Applied Felts, Inc. 450 College Drive, Martinsville, Virginia 24112
Telephone (276) 656-1904 Fax: (276) 656-1909
office@appliedfelts.com

April 3, 2015

To Whom It May Concern:

This letter certifies that Applied Felts manufactured tubes meet the material requirements of ASTM F1216-09 (paragraph 5.1) and ASTM F 1743-08(section 6) as well as meet the minimum strength requirements of ASTM-D5813-04 (paragraph 6.1). All our materials and finished products are tested to ensure suitability to the application. Each liner is typically tested in 28 different ways and traceable test data is available for any particular liner.

Applied Felts has provided polymer coated felt tubes for use in Cured In Place Pipe (CIPP) lining for more than fifteen years, and supplied materials for the CIPP industry for more than twenty years. Over 75 million feet of our liner has been successfully installed in North America. Our liners are assembled in Martinsville, VA, using only components made in the USA.

Applied Felts is a registered ISO 9001:2008 company.
Nu-Line Technologies, LLC is a certified installer of Applied Felts lining products.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Mark Sanders".

W. Mark Sanders
General Manager



FERRATEX
Professional Cured-In-Place wet out services built on 25 years of experience!

20520 Unico Road
McKenney, VA 23872
804.451.3667
www.FerraTex.com

LINER INSTALLATION LICENSE

Date: January 3, 2015

This is to certify that Nu-Line Technologies, LLC is a licensed CIPP installer of the FerraTex Liner. FerraTex is a subsidiary of Spiniello Companies and has 25 years' experience of liner manufacturing in the United States. FerraTex Liners are manufactured in accordance with the specifications of FerraTex and comply with the requirements of ASTM F1216. FerraTex liners are comprised of Felt and coated felt components from Applied Felts, Non-Woven Solutions, and Haartz Materials. Additionally the liner utilizes a resin from AOC or interplastics with a catalyst system from Akzo Nobel.

Gerhardt Rodenberger
Division Manager, CIPP



By Royal Charter

COPY

Certificate of Registration

QUALITY MANAGEMENT SYSTEM - ISO 9001:2008

This is to certify that:

Applied Felts Inc.
450 College Drive
Martinsville
Virginia
24112
USA

Holds Certificate No:

FM 55735

and operates a Quality Management System which complies with the requirements of ISO 9001:2008 for the following scope:

Manufacture of textile products used in pipeline rehabilitation.

For and on behalf of BSI:

Pietro Foschi - Strategic Delivery Director

Originally registered: 08/15/2000

Latest Issue: 03/05/2015

Expiry Date: 05/31/2018



Page: 1 of 1

...making excellence a habit.™



APPLIED FELTS

Applied Felts, Inc. 450 College Drive, Martinsville, Virginia 24112
Telephone (276) 656-1904 Fax: (276) 656-1909
office@appliedfelts.com



Material Health and Safety Data Sheet

EFFECTIVE DATE: APRIL 26, 2012

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY

PRODUCT NAME: POLYURETHANE COATED LINER

SUPPLIER: Applied Felts, Inc
450 College Drive
Martinsville, VA 24112

TELEPHONE: (276) 656-1904

FAX: (276) 656-1909

2. COMPOSITION/INFORMATION ON INGREDIENTS

COATING: Thermoplastic Polyurethane Polymer
SUBSTRATE: Polyethylene Terephthalate Felt

3. HAZARDS IDENTIFICATION

HAZARDS DESIGNATION: Not Classified as a Hazardous Material.
POTENTIAL HEALTH HAZARDS: During decomposition or combustion, the product can cause irritation to eyes, skin, or respiratory tract. As a delayed effect, sensitization to isocyanates may occur.

4. FIRST AID MEASURES

INHALATION: No effects anticipated
INGESTION: No effects anticipated
SKIN: No effects anticipated
EYES: No effects anticipated



Applied Felts, Inc. 450 College Drive, Martinsville, Virginia 24112
 Telephone (276) 656-1904 Fax: (276) 656-1909
 office@appliedfelts.com



5. FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA:	Water, Foam, Dry Chemical
HAZARDOUS DECOMPOSITION PRODUCTS:	Carbon Dioxide (CO ²), Carbon Monoxide (CO), Hydrogen Cyanide (HCN), Oxides of Nitrogen, Hydrocarbons and Diisocyanate
SPECIAL PROTECTIVE EQUIPMENT:	Positive pressure self-contained breathing apparatus

6. ACCIDENTAL RELEASE MEASURES

SPILL CLEAN-UP METHODS:	N/A
--------------------------------	-----

7. HANDLING AND STORAGE

USAGE PRECAUTIONS:	N/A
STORAGE PRECAUTIONS:	N/A

8. EXPOSURE CONTROLS AND PERSONAL PROTECTION

PROTECTIVE EQUIPMENT	
VENTILATION:	N/A
RESPIRATORS:	N/A
PROTECTIVE GLOVES:	N/A
EYE PROTECTION:	N/A
GENERAL PROTECTIVE AND HYGIENIC MEASURES:	Standard industry safety and hygiene principles should be exercised

9. PHYSICAL AND CHEMICAL PROPERTIES

FORM:	Polyurethane coated liner
COLOR:	White
ODOR:	Faint
MELT POINT – FELT	260° C
MELT POINT – COATING	> 177° C
DENSITY – FELT	150 – 200 Kg/m ³
DENSITY – COATING	1100 – 1300 Kg/m ³
FLAMMABILITY	N/A



APPLIED FELTS

Applied Felts, Inc. 450 College Drive, Martinsville, Virginia 24112
Telephone (276) 656-1904 Fax: (276) 656-1909
office@appliedfelts.com



10. STABILITY AND REACTIVITY

STABILITY:	Normally Stable
CONDITIONS/MATERIALS TO BE AVOIDED:	Excessive heat, Organic solvents
HAZARDOUS DECOMPOSITION PRODUCTS:	Carbon Dioxide (CO ²), Carbon Monoxide (CO), Hydrogen Cyanide (HCN), Oxides of Nitrogen, Hydrocarbons and Diisocyanate, are all anticipated at levels above trace
FIRE CREATES:	

11. TOXICOLOGICAL INFORMATION

HEALTH WARNINGS:	No health risk at ambient temperatures. Elevated temperatures may cause this product to emit irritating vapors
-------------------------	---

12. ECOLOGICAL INFORMATION

ENVIRONMENTAL HAZARDS:	Not biologically degradable. Bioaccumulation improbable Generally not hazardous to water
-------------------------------	--

13. DISPOSAL CONSIDERATIONS

DISPOSAL METHODS:	Dispose of waste by incineration or in landfill in accordance with local regulations
--------------------------	--

14. TRANSPORT INFORMATION

NOT CLASSIFIED AS A DANGEROUS CARGO

15. REGULATORY INFORMATION

DESIGNATION ACCORDING TO EUROPEAN COMMISSION GUIDELINES:	No known regulations related to this product. Observe the local safety regulations for handling chemicals.
---	---



Applied Felts, Inc. 450 College Drive, Martinsville, Virginia 24112
Telephone (276) 656-1904 Fax: (276) 656-1909
office@appliedfelts.com



16. OTHER INFORMATION

This data is based on our present knowledge. However, they shall not be constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

NFPA® HAZARD RATING

HEALTH:	1	Slight
FIRE:	1	Slight
REACTIVITY	0	Minimal

HMIS® HAZARD RATING

HEALTH:	1	Slight
FIRE:	1	Slight
PHYSICAL:	0	Minimal

SUPERSEDES MSDS DATED: JUNE 4, 2008

Product Information

Vipel® Isophthalic Based Resin for Underground Sewer Pipe Liners

TYPICAL LIQUID RESIN PROPERTIES*(1) Vipel® L704-NET-11 see back page

	Nominal
Viscosity @ 77°F/25°C, RVF Brookfield Spindle #4 @ 20 RPM, cps.	5,600
Thix Index 2/20	4.3
Color	Opaque
Specific Gravity @ 77°F/25°C	1.11
Non-Volatiles, %	62
Gel Time @ 140°F with (1.0% Di-(4-tert-butyl-cyclohexyl) peroxydicarbonate and 0.5% Trigonox® KSM), minutes	11
Pot Life @ 77°F/25°C (1% Di-(4-tert-butyl-cyclohexyl) peroxydicarbonate and + 0.5% Trigonox® KSM), hours	40

Trigonox is a trademark of Akzo Nobel Chemicals

TYPICAL CAST MECHANICAL PROPERTIES* (2) see back page

		Test Method
Tensile Strength, psi/MPa	13,500/93.1	ASTM D 638
Tensile Modulus, psi/GPa	600,000/4.1	ASTM D 638
Tensile Elongation, %	3.0	ASTM D 638
Flexural Strength, psi/MPa	23,300/161	ASTM D 790
Flexural Modulus, psi/GPa	630,000/4.3	ASTM D 790
Heat Distortion Temperature, °F/°C @ 264 psi	212/100	ASTM D 648
Barcol Hardness	40	ASTM D 2583

*Typical properties are not to be construed as specifications.



DESCRIPTION

The Vipel® L704-NET-11 is a high molecular weight isophthalic/unsaturated polyester resin. Vipel® L704-NET-11 Series provides the corrosion resistance, durability and toughness that is required for cured in place pipe applications. Refer to the AOC Corrosion Resistant Resin Guide for corrosion resistance information listed under Vipel® F701.

FEATURES

- Excellent catalyzed pot life
- Superior mechanical properties
- High molecular weight
- High viscosity version

BENEFITS

Adaptability

AOC's Vipel® L704-NET-11 molecular architecture provides an excellent balance of corrosion and physical properties.

Vipel® L704-NET-11 Polyester Resin

PERFORMANCE GUIDELINES

A. Keep full strength catalyst levels between 1.0% - 3.0% of the total resin weight.

B. Maintaining shop temperatures between 65°F/ 18°C and 90°F/32°C and humidity between 40% and 90% will help the fabricator make a high quality part. Consistent shop conditions contribute to consistent gel times.

STORAGE STABILITY

Resins are stable for three months from date of production when stored in the original containers away from sunlight at no more than 77°F/25°C. After extended storage, some drift may occur in gel time.

During the hot summer months, no more than two months stability at 86°F/30°C should be anticipated.

SAFETY

See appropriate Material Safety Data Sheet for guidelines.

ISO 9001:2000 CERTIFIED

The Quality Management Systems at every AOC manufacturing facility have been certified as meeting ISO 9001:2000 standards. This certification recognizes that each AOC facility has an internationally accepted model in place for managing and assuring quality. We follow the practices set forth in this model to add value to the resins we make for our customers.

FOOTNOTES

(1)

The pot life times shown are typical but may be affected by catalyst, promoter and inhibitor concentrations in resin, and environmental temperature. Variations in gelling characteristics can be expected between different lots of catalysts and at extremely high humidities. Pigment and fillers can retard or accelerate gelation. It is recommended that the fabricator check the gelling characteristics of a small quantity of resin under actual operating conditions prior to use.

(2)

Based on tests on Vipel™ L704-NET-11 pipe at 77°F/25° and 50% relative humidity. Castings were prepared using 1.0% Perkadox 16 and 0.5 Trigonox C.

The information contained in this data sheet is based on laboratory data and field experience. We believe this information to be reliable, but do not guarantee its applicability to the user's process or assume any liability for occurrences arising out of its use. The user, by accepting the products described herein, agrees to be responsible for thoroughly testing each such product before committing to production.

Our recommendations should not be taken as inducements to infringe any patent or violate any law, safety code or insurance regulation.



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**ASTM F1216 TEST RESULTS ON L704 SERIES
ONE MONTH RESULTS AT 77°F**

	L704 (Isophthalic)	REQUIREMENTS %	PASS OR FAIL
CONTROL SAMPLE			
FLEXURAL STRENGTH, psi	9,544		
STANDARD DEVIATION	252		
FLEXURAL MODULUS, psi	564,989		
STANDARD DEVIATION	15,329		
TAP WATER			
FLEXURAL STRENGTH, psi	10,915		
STANDARD DEVIATION	432		
% FLEXURAL STRENGTH, psi RETENTION	100	>80	PASS
FLEXURAL MODULUS, psi	563,496		
STANDARD DEVIATION	10,993		
% FLEXURAL MODULUS RETENTION	100	>80	PASS
5% NITRIC ACID			
FLEXURAL STRENGTH, psi	10,672		
STANDARD DEVIATION	894		
% FLEXURAL STRENGTH, psi RETENTION	100	>80	PASS
FLEXURAL MODULUS, psi	528,173		
STANDARD DEVIATION	13,842		
% FLEXURAL MODULUS RETENTION	100	>80	PASS
10% PHOSPHORIC ACID			
FLEXURAL STRENGTH, psi	10,301		
STANDARD DEVIATION	1,439		
% FLEXURAL STRENGTH, psi RETENTION	100	>80	PASS
FLEXURAL MODULUS, psi	552,544		
STANDARD DEVIATION	9,333		
% FLEXURAL MODULUS RETENTION	98	>80	PASS
10% SULFURIC ACID			
FLEXURAL STRENGTH, psi	12,438		
STANDARD DEVIATION	620		
% FLEXURAL STRENGTH, psi RETENTION	100	>80	PASS
FLEXURAL MODULUS, psi	545,889		
STANDARD DEVIATION	6,319		
% FLEXURAL MODULUS RETENTION	97	>80	PASS
AMOCO GASOLINE			
FLEXURAL STRENGTH, psi	9,209		
STANDARD DEVIATION	1278		
% FLEXURAL STRENGTH, psi RETENTION	97	>80	PASS
FLEXURAL MODULUS, psi	567,531		
STANDARD DEVIATION	4,611		
% FLEXURAL MODULUS RETENTION	100	>80	PASS

VEGETABLE OIL			
FLEXURAL STRENGTH, psi	11,809		
STANDARD DEVIATION	2,484		
% FLEXURAL STRENGTH, psi RETENTION	100	>80	PASS
FLEXURAL MODULUS, psi	549,755		
STANDARD DEVIATION	27,235		
% FLEXUARAL MODULUS RETENTION	97	>80	PASS
0.1% DETERGENT			
FLEXURAL STRENGTH, psi	8,073		
STANDARD DEVIATION	1,732		
% FLEXURAL STRENGTH, psi RETENTION	85	>80	PASS
FLEXURAL MODULUS, psi	511,284		
STANDARD DEVIATION	15,837		
% FLEXUARAL MODULUS RETENTION	91	>80	PASS
0.1% SOAP			
FLEXURAL STRENGTH, psi	11,756		
STANDARD DEVIATION	325		
% FLEXURAL STRENGTH, psi RETENTION	100	>80	PASS
FLEXURAL MODULUS, psi	549,192		
STANDARD DEVIATION	11,869		
% FLEXURAL MODULUS RETENTION	97	>80	PASS

August 1, 1999

The information contained in this data sheet is based on laboratory data and field experience. We believe this information to be reliable, but do not guarantee its applicability to the user's process or assume any liability for occurrences arising out of its use. The user, by accepting the products described herein, agrees to be responsible for thoroughly testing any application before committing to production.
Our recommendation should not be taken as inducements to infringe any patent or violate any law, safety code or insurance regulation.

<p>WHMIS (Canada)</p>  <p>B-2 D-2A D-2B</p>	<p>NFPA (USA)</p> <p>Fire: 3, Health: 2, Reactivity: 2</p>  <p>Specific hazard</p>	<p>HMIS (USA)</p> <table border="1"> <tr> <td>Health hazards</td> <td>* 2</td> </tr> <tr> <td>Flammability</td> <td>3</td> </tr> <tr> <td>Physical hazards</td> <td>2</td> </tr> <tr> <td>Personal protection</td> <td>X</td> </tr> </table>	Health hazards	* 2	Flammability	3	Physical hazards	2	Personal protection	X	<p>Protective clothing</p> 
Health hazards	* 2										
Flammability	3										
Physical hazards	2										
Personal protection	X										

Section 1. Chemical product and company identification

Trade name	L704-NET-11	
Product type	Polyester Resin Solution	
Chemical family	Aromatic.	
Material uses	Used in the manufacture of thermoset plastic parts.	
Manufacturer	AOC, LLC 950 Highway 57 East Collierville, TN U.S.A. 38017 Website: www.aoc-resins.com Phone Number: (901) 854-2800 8am-5pm (Central Time) Mon-Fri	<p>In case of emergency</p> <p>CHEMTREC (US): 24 hours/7 days (800) 424-9300 CANUTEC (Canada): 24 hours/7 days (613) 996-6666</p>

Section 2. Hazards identification

OSHA status	This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).
Routes of entry	Eye contact, Skin contact, Inhalation, Ingestion
Potential acute health effects	<p>Eyes: Severe eye irritant which may result in redness, burning, tearing and blurred vision.</p> <p>Skin: Skin irritant which may result in burning sensation. Repeated or prolonged skin contact may cause dermatitis.</p> <p>Ingestion: Ingestion may result in mouth, throat and gastrointestinal irritation, nausea, vomiting and diarrhea.</p> <p>Inhalation: Inhalation of spray mist or liquid vapors may cause upper respiratory irritation and possible central nervous system effects including headaches, nausea, vomiting, dizziness, drowsiness, loss of coordination, impaired judgement and general weakness.</p>
Potential chronic health effects	<p>CARCINOGENIC EFFECTS: Styrene: Classified A4 (not classifiable for human or animal) by ACGIH. Classified 2B (possible for human) by IARC. An increased incidence of lung tumors was observed in mice from a recent inhalation study. The relevance of this finding is uncertain since data from other long-term animal studies and from epidemiology studies of workers exposed to styrene do not provide a basis to conclude that styrene is carcinogenic to humans. Lung effects have been observed in mouse studies following repeated exposure.</p> <p>Silica, Amorphous: Classified 3 (not classifiable for human) by IARC.</p> <p>MUTAGENIC or TERATOGENIC EFFECTS: No known effect according to our database.</p>

Section 3. Composition/information on ingredients

Name	CAS #	% by weight
1) Styrene	100-42-5	40.7
2) Silica, Amorphous	7631-86-9	1 - 5

Section 4. First aid measures

Eye contact	Flush with a continuous flow of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. Use of buffered baby shampoo will aid in removal. Seek medical attention.
Skin contact	Gently and thoroughly wash the contaminated skin with running water and non-abrasive soap. If irritation persists, seek medical attention.
Inhalation	Move the victim to a safe area as soon as possible. Allow the victim to rest in a well-ventilated area. If breathing is difficult, give oxygen. If the victim is not breathing, perform mouth-to-mouth resuscitation. Seek immediate medical attention.
Ingestion	Do not induce vomiting. Seek immediate medical attention.

Section 5. Fire-fighting measures

The product is:	Flammable liquid, Class IC.
Auto-ignition temperature	914°F(490°C) Styrene
Flash point	87.6°F (31°C) Styrene
Flammable limits	Lower: 0.9% Upper: 6.8% (Styrene)
Products of combustion	May produce carbon monoxide, carbon dioxide, and irritating or toxic vapors, gases or particulate.
Fire hazard	Flammable in the presence of open flames, sparks, or heat.
Explosion hazard	Can react with oxidizing materials. Explosive in the form of vapor when exposed to heat or flame. Material may polymerize when container is exposed to heat (fire) and polymerization will increase pressure in a closed container which may cause the container to rupture violently.
Fire-fighting media and instructions	SMALL FIRE: Use carbon dioxide, foam, dry chemical or water fog to extinguish. LARGE FIRE: Evacuate surrounding areas. Use carbon dioxide, foam, dry chemical or water fog to extinguish. Wear self-contained breathing apparatus (SCBA) and full fire-fighting protective clothing. Cool containing vessels with water spray in order to prevent pressure build-up, autoignition or explosion. Prevent run off to sewers or other water ways.

Section 6. Accidental release measures

Small spill	Absorb with an inert material and place in an appropriate waste disposal container.
Large spill	Stop leak if without risk. Eliminate all ignition sources. Contain with an inert material, recover as much as possible and place the remainder in an appropriate waste disposal container. Warn unauthorized personnel to move away. Prevent entry into sewers or confined areas.

Section 7. Handling and storage

Handling	WARNING! Use only in well-ventilated areas. Store away from direct sunlight. Avoid inhalation and contact with eyes, skin, and clothing. Wear appropriate personal protective equipment for your task. Ground and bond all containers when transferring the material. Empty containers may retain product and product vapor. Do not expose to heat, flame, sparks or other ignition sources such as cutting, welding, drilling, grinding or static electricity. Do not pressurize. Provide adequate safety showers and eyewashes in the area of use. Note: If product contains metal compounds (Section III), avoid dust from dried product or grinding of articles made from this material.
Storage	Keep away from heat. Keep away from sources of ignition. Keep container tightly closed. Keep in a cool, well-ventilated place. Containers should be grounded.

Section 8. Exposure controls/personal protection

Exposure limits	Styrene	<p>ACGIH TLV (United States, 2/2010). Absorbed through skin. TWA: 20 ppm 8 hour(s). TWA: 85 mg/m³ 8 hour(s). STEL: 40 ppm 15 minute(s). STEL: 170 mg/m³ 15 minute(s).</p> <p>OSHA PEL Z2 (United States, 11/2006). TWA: 100 ppm 8 hour(s). CEIL: 200 ppm AMP: 600 ppm 5 minute(s).</p> <p>NIOSH REL (United States, 6/2009). TWA: 50 ppm 10 hour(s). TWA: 215 mg/m³ 10 hour(s). STEL: 100 ppm 15 minute(s). STEL: 425 mg/m³ 15 minute(s).</p> <p>NIOSH REL (United States, 6/2009). TWA: 6 mg/m³ 10 hour(s).</p> <p>While the federal workplace exposure limit for styrene is 100 ppm, OSHA accepted the styrene industry's proposal to voluntarily meet a PEL of 50 ppm on an 8 hours TWA.</p>
	Silica, Amorphous	
Engineering controls	Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective occupational exposure limits. Provide adequate safety showers and eyewashes in the area of use.	
Personal protection	<p>Personal protective equipment may vary depending on the job being performed.</p> <p>Eye/face: Wear eye protection such as safety glasses with side shields, splash goggles or face shield with safety glasses.</p> <p>Skin: Avoid skin contact. Impervious gloves should be worn. Other items may include long sleeves, lab coats, or impervious jackets.</p> <p>Respiratory: Determine if airborne concentrations are below the recommended exposure limits in accordance your company's PPE program and regulatory requirements. If they are not, select a NIOSH-approved respirator that provides adequate protection from the concentration levels encountered. Air-purifying respirators are generally adequate for organic vapors. Use positive pressure, supplied-air respirators if there is potential for an uncontrolled release, if exposure levels are unknown, or under circumstances where air-purifying respirators may not provide adequate protection. Reference OSHA 29 CFR 1910.134.</p>	
Personal protection in case of a large spill	Chemical resistant gloves, full protective suit, and boots. Respiratory protection in accordance with OSHA regulation 29 CFR 1910.134. A self-contained breathing apparatus should be used to avoid inhalation of the product vapors.	

Section 9. Physical and chemical properties

Physical state	Liquid.
Color	Clear to Amber.
Odor	Aromatic.
Molecular weight (g/mol)	1000 to 15000
Boiling point	293°F(145°C) Styrene
Melting point	Not available.
pH (1% soln/water)	Not applicable.
Vapor pressure	4.5 mm Hg@ 68°F (20°C) Styrene
Vapor density	3.59 Styrene (Air = 1)
Specific gravity	1.1 (Water = 1)
Water/oil dist. coeff.	Not available.
Evaporation rate	Not available.

Section 9. Physical and chemical properties

Odor threshold	0.14 ppm Styrene
Solubility in water	Slight.
Dispersibility properties	Not dispersed in water.

Section 10. Stability and reactivity

Stability	This product is normally stable, but can become unstable at elevated temperatures and undergo polymerization, which could produce heat and fumes resulting in over-pressurization and rupture in a closed container.
Instability temperature	>170°F (77°C)
Conditions of instability	Heat.
Incompatibility with various substances	Polymerizes in the presence of organic peroxides, oxidizing materials, or heat.
Corrosivity	Our database contains no additional remark on the corrosivity of this product

Section 11. Toxicological information

Toxicity to animals	Name	Result	Species	Dose	Exposure
	Styrene	LD50 Oral	Rat	2650 mg/kg	-
		LC50 Inhalation Vapor	Rat	5634.2 ppm	4 hours
Special remarks on toxicity to animals	Lung effects have been observed in mouse studies following repeated exposure.				
Special remarks on chronic effects on humans	No additional remark.				
Special remarks on other toxic effects on humans	No additional remark.				

Section 12. Ecological information

Ecotoxicity	Toxic to aquatic organisms. Should not be released to sewage system or other bodies of water at concentrations above limits established in regulations or permits.
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Section 13. Disposal considerations

Waste disposal	Recycle to process, if possible. Consult your local or regional authorities. Ignitable characteristic.
-----------------------	--

Section 14. Transport information

DOT	UN1866; Resin Solution; 3; III.	Labels 
TDG	UN1866; Resin Solution; 3; III.	
IATA/IMDG	UN1866; Resin Solution; 3; III	
Additional information	US regulations require the reporting of spills when the amount exceeds the Reportable Quantity (RQ) for specific components of this material. See CERCLA in Section 15, Regulatory Information, for the Reportable Quantities.	

Section 14. Transport information**Section 15. Regulatory information****Other regulations**

This section does not reference all applicable regulatory compliance lists.

TSCA: All ingredients are listed or compliant with TSCA.

DSL: All ingredients are listed or compliant with the NSNR.

Proposition 65 Warning: This product contains a chemical(s) known to the State of California to cause cancer, birth defects and/or reproductive harm.

SARA 302 component(s): None.

SARA 313 component(s): Styrene.

CERCLA(RQ): Styrene - 1000 lbs. (453.6 kg)

Section 16. Other information**Prepared by**

AOC, LLC - Corporate Regulatory Affairs.

CA; FL; ON

LEGAL DISCLAIMER

The information contained in this data sheet is furnished in good faith and without warranty, representation, or inducement or license of any kind, except that it is accurate to the best of AOC, LLC's knowledge, or was obtained from sources believed by AOC, LLC to be reliable. The accuracy, adequacy or completeness of health and safety precautions set forth herein cannot be guaranteed, and the buyer is solely responsible for ensuring that the product is used, handled, stored, and disposed of safely and in compliance with applicable federal, state or provincial, and local laws. AOC, LLC disclaims liability for any loss, damage or personal injury that arises from, or is in any way related to, use of the information contained in this data sheet.

CLIENT: AOC
950 Hwy 57 East
Collierville, TN 38017
Attn: Bruce Curry

Re: PO 5061

MATERIAL: One set of fifty rectangular coupons made with 6mm felt impregnated with Vipel™L704 resin were submitted and identified by the client.

TESTING: Chemical Resistance testing per ASTM D5813-95, paragraphs 6.4.1 and 8.2.1 was conducted. Coupons were exposed in accordance with ASTM D543-95 in the solutions shown in the table below at room temperature for a one-year immersion period. Flexural properties testing as described below will be conducted at the conclusion of the immersion period.

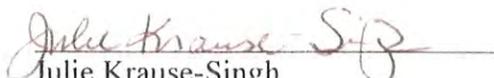
Chemical Solution	Concentration, %
Nitric acid	1
Sulfuric acid	5
ASTM Fuel C	100
Vegetable oil	100
Detergent	0.1
Soap	0.1

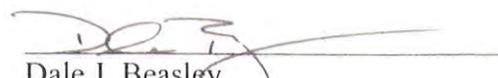
One set of Control coupons was tested for initial flexural properties as reported in Hauser Laboratories Test Report No. M00248A on August 31, 1999. A second set of Control coupons was exposed for one year at 50% Relative Humidity, and 23°C. These coupons were tested on August 9, 2000 along with the exposed coupons. All testing was conducted in accordance with ASTM D790-98, Procedure A using a span-to-depth ratio of 16:1.

RESULTS: The results are summarized in Table 1 and presented in detail in Table 2. All values exceeded the ASTM D5813 requirements of at least 80% retention of flexural modulus after one-year immersion in all solutions.

TESTING SUPERVISED BY:

TESTING CONDUCTED BY:


Julie Krause-Singh
Department Manager


Dale J. Beasley
Technician III

This report applies only to the sample, or samples, investigated and is not necessarily indicative of the quality or condition of apparently identical or similar products. As a mutual protection to clients, the public and these Laboratories, this report is submitted and accepted for the exclusive use of the client to whom it is addressed and upon the condition that it is not to be used, in whole or in part, in any advertising or publicity matter without prior written authorization from Hauser Laboratories. This report may be copied only in its entirety.



TABLE 1
SUMMARY OF CHEMICAL RESISTANCE TEST RESULTS

Solution	Average Retention of Flexural Strength*	Average Retention of Flexural Modulus*
	%	%
Nitric Acid	89	96
Sulfuric Acid	103	95
ASTM Fuel C	145	97
Mineral Oil	112	98
Detergent	118	95
Soap	90	94
ASTM D5813 Requirement		80 minimum

*These calculations were based on the data from the Control sample tested 8/9/00.

TABLE 2
 CHEMICAL RESISTANCE TEST RESULTS

Specimen No.	Flexural Strength psi	Flexural Modulus psi
Vipel™L704		
Control 8/31/99		
1	4570	736000
2	5300	709000
3	5410	686000
4	4680	682000
5	7600	665000
6	8670	726000
7	8560	681000
Average	6400	698000
Std. Dev.	1820	26300
Control 8/9/00		
1	8530	528000
2	5180	548000
3	7750	548000
4	4520	590000
5	5340	586000
6	4530	556000
Average	5980	559000
Std. Dev.	1730	24200
1% Nitric Acid		
1	5580	528000
2	5650	531000
3	5800	543000
4	4400	527000
5	5080	521000
6	5300	555000
Average	5300	534000
Std. Dev.	510	12700

TABLE 2 CONTINUED
 CHEMICAL RESISTANCE TEST RESULTS

Specimen No.	Flexural Strength psi	Flexural Modulus psi
5% Sulfuric Acid		
1	5820	530000
2	5220	519000
3	5430	520000
4	5750	545000
5	7550	538000
6	6980	537000
Average	6130	531000
Std. Dev.	930	10300
ASTM Fuel C		
1	10300	521000
2	7640	535000
3	4990	536000
4	8490	574000
5	9080	542000
6	11600	560000
Average	8670	545000
Std. Dev.	2280	19200
Mineral Oil		
1	6680	523000
2	5930	509000
3	7790	582000
4	8610	571000
5	5030	566000
6	6290	548000
Average	6720	550000
Std. Dev.	1290	29000

TABLE 2 CONTINUED
 CHEMICAL RESISTANCE TEST RESULTS

Specimen No.	Flexural Strength psi	Flexural Modulus psi
Detergent		
1	7320	529000
2	7690	564000
3	4890	514000
4	7480	536000
5	7000	549000
6	7920	507000
Average	7050	533000
Std. Dev.	1100	21600
Soap		
1	5170	508000
2	5410	517000
3	4600	535000
4	5630	526000
5	4330	520000
6	6980	537000
Average	5350	524000
Std. Dev.	940	11100

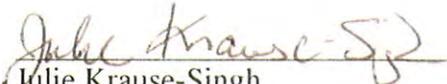
CLIENT: AOC
950 Highway 57 East
Collierville, TN 38017
Attn: Dave Treadwell

MATERIAL: Six each rectangular specimens from two plastic materials identified as felt composites L471 and L704 were submitted by the client. The specimens were each approximately 6 inches x ½ inch x 0.3 inches.

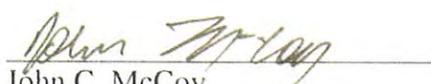
TESTING: Flexural creep testing per ASTM D2990-95 using a three-point static-load configuration with a span to depth ratio of approximately 16:1 and a stress level of 400 psi at 23°C and 50% Relative Humidity.

RESULTS: The results for 10000 hours are presented as both graphical and tabular data of flexural modulus versus time for each group of five specimens tested. Tabular results for sample L471 are presented in Table 1 and tabular results for sample L704 are presented in Table 2

TESTING SUPERVISED BY:


Julie Krause-Singh
Department Manager

TESTING CONDUCTED BY:


John C. McCoy
Technician II

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TABLE 2
 FLEXURAL CREEP DATA
 SAMPLE L704

TEMPERATURE: 23° C/ 50% RH
 STRESS: 400 psi

Elapsed Time Hours	FLEXURAL MODULUS, psi					Average
	1	2	3	4	5	
0.00						
0.02	810900	879100	649100	664400	739500	748600
0.10	810900	879100	649100	655900	729500	744900
0.20	798400	879100	641200	631600	710300	732100
0.50	774600	865200	633400	631600	710300	723000
1.00	774600	851700	618500	601900	666400	702600
2.00	741400	838600	604300	588000	666400	687800
3.43	720800	825900	597500	574800	658300	675500
22.08	632900	707900	547700	522000	580400	598200
68.58	625300	681300	505500	491900	550800	571000
114.2	570300	656700	469400	465100	509200	534200
257.4	503900	524100	381000	409300	461400	455900
456.0	439800	514200	378200	362800	412100	421400
792.8	393200	454200	339200	332200	374900	378700
1414.3	368100	436000	326600	321800	350500	360600
1651.6	360400	425800	320600	315800	339500	352400
1802.0	341400	400800	303900	292300	325200	332700
2011.3	339200	400800	303900	292300	323200	331900
2109.6	337000	400800	302200	290700	321300	330400
2154.9	337000	397900	302200	290700	321300	329800
2322.8	332700	397900	302200	289000	317500	327900
2660.8	332700	397900	300400	289000	315700	327100
2808.1	330600	395000	300400	287400	313800	325400
3002.1	330600	395000	300400	287400	313800	325400
3193.5	328500	386600	292100	285800	312000	321000
3312.6	314500	378500	288900	278000	305000	313000
3547.9	310800	373300	282700	272100	301600	308100
3618.8	309800	372100	282700	272100	301600	307700
3834.1	308900	370800	282700	272100	299900	306900
4003.4	307100	370800	282700	272100	299900	306500
4171.3	305300	370800	282700	270700	298200	305500
4513.7	300000	365800	281200	267900	295000	302000

TABLE 2 CONTINUED
 FLEXURAL CREEP DATA
 SAMPLE L704

Elapsed Time Hours	FLEXURAL MODULUS, psi					Average
	1	2	3	4	5	
4676.1	298300	365800	279700	266500	295000	301000
5012.2	298300	363400	278200	265100	295000	300000
5186.1	298300	363400	278200	265100	295000	300000
5392.3	296600	361000	278200	262400	293400	298300
5689.7	296600	361000	276700	262400	293400	298000
5901.7	294900	361000	275300	262400	293400	297400
6021.8	294900	361000	273800	262400	291800	296800
6167.8	291600	361000	273800	259700	290200	295300
6331.0	291600	361000	275300	259700	290200	295500
6719.3	291600	358600	273800	259700	290200	294800
7338.3	283600	349400	268200	254500	281100	287400
7507.1	283600	349400	271000	253300	281100	287700
7866.4	285200	349400	266900	254500	282600	287700
8251.8	285200	347200	266900	253300	281100	286700
8376.1	282100	347200	266900	253300	281100	286100
8512.6	282100	347200	266200	253300	281100	286000
9016.1	279800	345000	266900	252000	278200	284400
9261.1	279000	342800	265500	250800	278200	283300
9324.3	278300	342800	265500	250800	276800	282800
9571.7	278300	342800	265500	249600	276800	282600
9911.3	274600	338600	264200	248400	275400	280200
10025.4	274600	338600	264200	248400	275400	280200

FLEXURAL CREEP DATA SAMPLE L704
AT 400 PSI STRESS

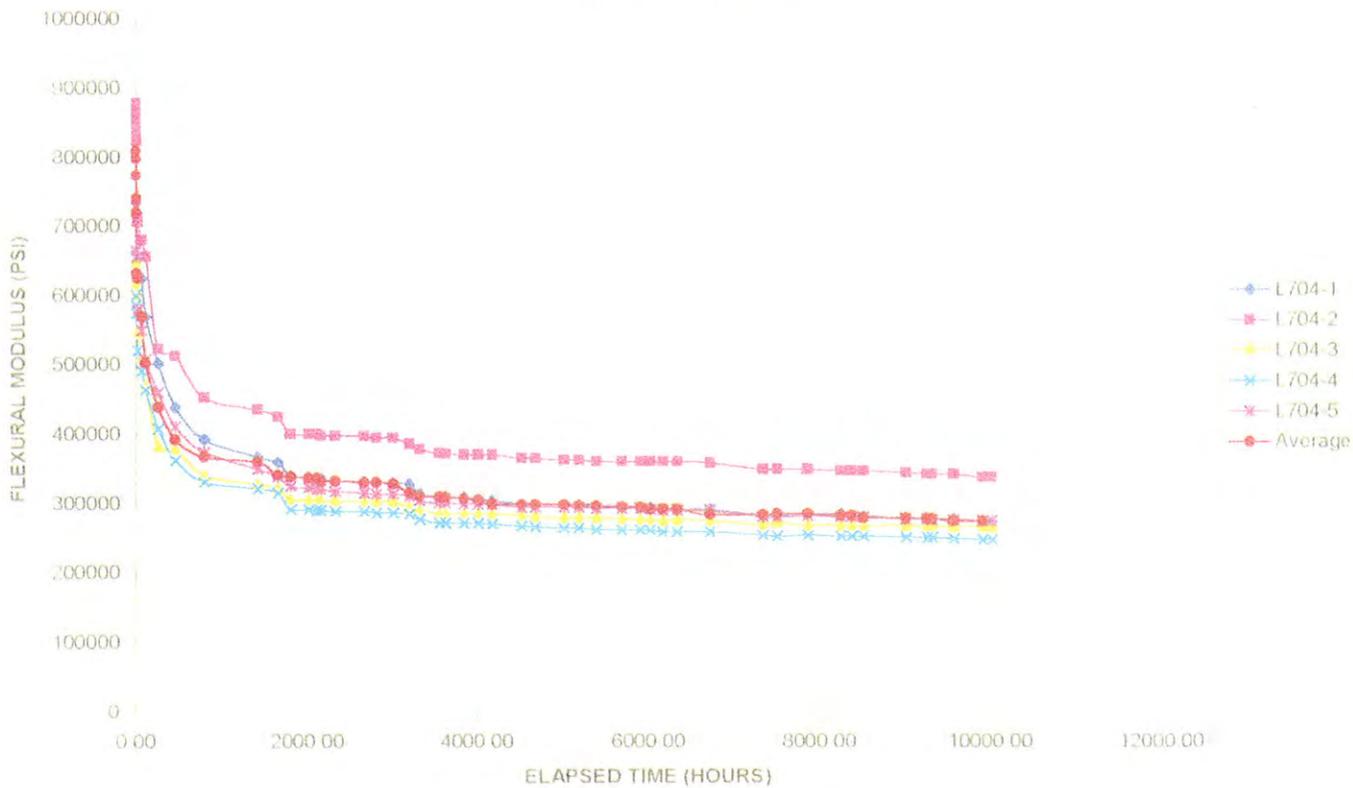


TABLE 1
 FLEXURAL CREEP DATA
 SAMPLE L471

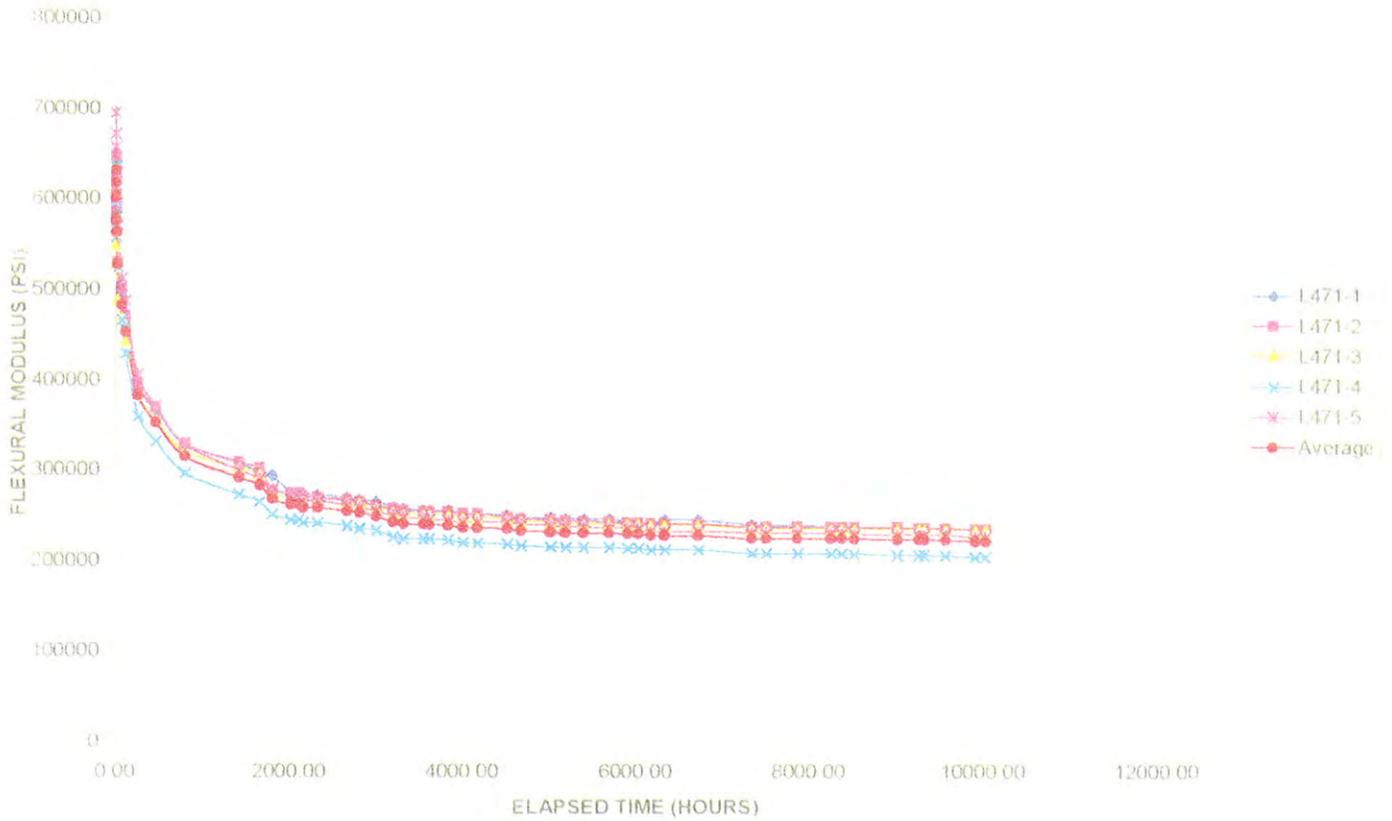
TEMPERATURE: 23° C/ 50% RH
 STRESS: 400 psi

Elapsed Time Hours	FLEXURAL MODULUS, psi					Average
	1	2	3	4	5	
0.00						
0.02	643500	648300	562900	635700	696200	631600
0.10	643500	648300	562900	616100	672900	617300
0.20	629900	626200	547800	603600	658300	603300
0.50	623400	626200	547800	597600	658300	601300
1.00	604500	605600	528900	574600	630900	578200
2.00	598400	605600	528900	569100	630900	576300
3.67	586700	592500	524400	558500	605700	562900
22.4	529600	529900	487000	524200	571400	527500
68.8	498700	501000	468400	466900	513300	482800
114.4	460300	471000	441400	429900	488400	453300
257.6	393700	393600	383500	360000	406500	383300
456.3	367100	369800	354700	332000	371600	352700
793.1	328800	330000	319600	297300	329200	315300
1414.6	308500	309600	302300	274100	299800	292100
1651.9	297700	302800	295000	265600	291200	283900
1802.3	294800	278300	272700	252200	280400	268400
2011.5	275800	275500	269100	245900	272800	262600
2109.8	275800	275500	269100	245900	271600	262200
2155.2	274500	271500	266800	242900	266800	258800
2323.0	273300	270100	266773	242900	266800	258800
2661.0	270800	267500	263300	239000	262200	254900
2808.4	268400	266200	263300	236200	259900	253200
3002.4	266000	261200	258900	234400	255500	249600
3193.7	260200	258700	2535500	227200	250300	243700
3312.9	257900	256300	251466	224700	248200	241400
3548.2	256800	255100	250400	224700	247200	240800
3619.0	255700	255100	250400	224700	246200	240400
3834.4	255700	255100	250400	223800	245200	239800
4003.7	252500	252800	247400	221300	243200	237300
4171.6	252500	252800	247400	220500	243200	237100
4513.9	251400	249300	245400	219700	243233	236124

TABLE 1 CONTINUED
 FLEXURAL CREEP DATA
 SAMPLE L471

Elapsed Time Hours	FLEXURAL MODULUS, psi					Average
	1	2	3	4	5	
4676.4	248300	247100	243500	218100	241300	234300
5012.4	248300	246000	241600	216500	239400	232500
5186.3	247300	244900	240600	215700	238400	231600
5392.6	247300	244400	240600	215700	238400	231600
5689.9	247300	243800	240600	215700	237500	231300
5901.9	243300	242800	240600	215000	237500	231000
6022.0	242300	242800	240600	215000	236600	230700
6168.1	241300	241700	239700	213400	233800	229000
6331.3	246300	241700	239700	213400	233800	229000
6719.6	246300	241700	239700	213400	233800	229000
7338.6	241300	238600	236000	209700	232100	225900
7507.4	240300	238600	236000	209700	232100	225900
7866.7	240300	238600	236000	209700	232100	225900
8252.1	239400	238600	236000	209700	232100	225900
8376.3	239400	238600	235991	209700	232100	225909
8512.8	238400	238600	236000	209000	231200	225400
9016.3	237500	238600	236000	208200	230300	224800
9261.4	236500	237500	236000	208200	230300	224800
9324.6	236500	237500	236000	208200	230300	224800
9572.0	236500	237500	235100	207500	230300	224800
9911.6	235600	236500	234600	206100	227700	222800
10025.7	235600	236500	234600	206100	227700	222800

FLEXURAL CREEP DATA SAMPLE L471
AT 400 PSI STRESS





Nu-Line Technologies, LLC Project References – CIPP/SPR

CIPP Project / Description	Owner / Contact	Contract Amount	Date
<u>2014 Wing Ave Flood Control</u> Clean/CCTV & CIPP lining of 159 LF of 18-inch & 24-inch Storm Drain, Flow Diversion.	Flatiron/City of El Cajon 1770 La Costa Meadows Drive San Marcos, Ca 92708 Ruben Claudio 760-916-9100	33,030.00	<u>Completion</u> 5/28/2014
<u>2014 Pipeline Rehabilitation Phase W-1</u> CIPP lining of 21,754 LF of 8-inch diameter sanitary sewer. Point Repairs, Manhole Rehabilitation, 425 Top Hats (SLC's) and 425 Lateral Launch Video, 425 4-inch CIPP Lateral Installation.	City of San Diego 525 B Street, Ste. 750 San Diego, CA 92101 Maryam Liaghat, P.E. 619-533-5192	2,465,095.10	<u>Start</u> 6/16/2014 <u>Completion</u> 3/19/2015
<u>2014 Sewer Rehabilitation Project No. 9</u> CIPP lining of 9,166 LF of 8" & 10" diameter sanitary sewer. Clean & CCTV, Bypass Pumping	Los Angeles Dept. of Public Works 900 South Fremont Ave Alhambra, CA 90014 Attn: Jose Pou 626-458-2191	232,000.00	<u>Start</u> 9/2/2014 <u>Completion</u> 10/31/2014
<u>2014 Pipeline Rehabilitation Phase X-1</u> CIPP lining of 4,092 LF of 6", 8", 10" & 15" diameter sanitary sewer. Point Repairs, Manhole Rehabilitation, 44 Service Lateral Connections and 44 Lateral Launch Video, 44 CIPP Lateral Installation.	City of San Diego 9485 Aero Drive San Diego, CA 92101 Jericho Gallardo, R.E. 619-533-7523	513,000.00	<u>Start</u> 11/21/2014 <u>Completion</u> 3/16/2015
<u>2014 Sewer Pipeline and Storm Drain Repairs</u> CIPP lining of 3,367 LF of 6", 8" & 18" diameter sanitary sewer & Storm Drain. Point Repairs, Manhole Rehabilitation,	City of Solana Beach 9485 Aero Drive Solana Beach, CA 92075 Taryn Kjolsing 858-720-2470	455,414.50	<u>Start</u> 9/22/2014 <u>Completion</u> 11/26/2014
<u>2014 Sewer & Water Group 833</u> CIPP lining of 3,876 LF of 6", 8" and 10" Sanitary Sewer Main Replacement. Point Repairs, Manhole Rehabilitation, Service Lateral Connections, Bypass Pumping.	City of San Diego 525 B Street, MS 908A San Diego, CA 92101 Bijan Shakiba, R.E. 619-533-5191	513,000.00	<u>Start</u> 12/1/2014 <u>Completion</u> 1/26/2015
<u>2013 Sewer & Water Group 720</u> CIPP lining of 621 LF of 6-inch, Sanitary Sewer Main Replacement. Point Repairs, Manhole Rehabilitation, Service Lateral Connections, Bypass Pumping	City of San Diego 525 B Street, MS 908A San Diego, CA 92101 Bijan Shakiba, R.E. 619-533-5191	21,735.00	<u>Start</u> 11/8/2014 <u>Completion</u> 11/8/2014
<u>2013 Sewer & Water Group 758</u> CIPP lining of 2,612 LF of 8-inch and 10,135 LF sanitary sewer replacement. Point Repairs, Manhole Rehabilitation, 30 (SLC's), CIPP Lateral Installation, Bypass Pumping.	City of San Diego 1200 Third Avenue., Ste. 200 San Diego, CA 92101 Luis Schaar, R.E. 619-533-4641	81,518.80	<u>Start</u> 5/29/2014 <u>Completion</u> 12/16/2014



Nu-Line Technologies, LLC.
 102 Second Street Suite B
 Encinitas, CA 92024
 www.nulinetech.net

Project References – CIPP/SPR
 Updated 4-29-2019



Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>2015 Sewer & Water Group 815</u> CIPP lining of 545 LF of 8-inch sanitary sewer. Point Repairs, Manhole Rehabilitation, 5 (SLC's), Bypass Pumping.</p>	<p>City of San Diego 525 B Street, MS 908A San Diego, CA 92101 Bijan Shakiba, R.E. 619-533-5191</p>	<p style="text-align: center;">29,975.00</p>	<p style="text-align: center;"><u>Completion</u> 2/17/2015</p>
<p><u>City of San Diego Skylark Canyon Rehabilitation</u> CIPP lining of 1,417 LF of 8-inch sanitary sewer. Bypass Pumping.</p>	<p>Weir Construction Corporation 2255 Barham Drive Escondido, Ca 92029 (760) 743-6776</p>	<p style="text-align: center;">95,215.00</p>	<p style="text-align: center;"><u>Start</u> 12/24/2014 <u>Completion</u> 1/9/2015</p>
<p><u>Back Bay Drive Storm Drain Rehabilitation</u> CIPP/SPR lining of 1,892 LF of 12-inch to 42-Inch storm Drain. Bypass Pumping/Dewatering.</p>	<p>City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660 Peter Tauscher, P.E. 949-644-3309</p>	<p style="text-align: center;">297,208.80</p>	<p style="text-align: center;"><u>Start</u> 1/19/2015 <u>Completion</u> 4/8/2015</p>
<p><u>Sewer Capital Improvements Project-Lemon Grove</u> CIPP Lining of 3,480 LF of 6-Inch and 8-Inch sanitary Sewer, manhole installations, cleanout installations, bypass pumping.</p>	<p>City of Lemon Grove 3232 Main Street Lemon Grove, Ca 91945 Scott Adamson P.E</p>	<p style="text-align: center;">189,946</p>	<p style="text-align: center;"><u>Start</u> 9/28/2015 <u>Completion</u> 10/15/2015</p>
<p><u>Bataquitos Force Main (B1/B2) Force Main City of Leucadia</u> Installation of 383 LF of 21-Inch Force Main Carlsbad Blvd from Proto Drive</p>	<p>Leucadia Wastewater District 1960 La Costa Ave Carlsbad Ca, 92009</p>	<p style="text-align: center;">76,500</p>	<p style="text-align: center;"><u>Start</u> 5/5/2015 <u>Completion</u> 3/6/2015</p>
<p><u>Annual Sewer Rehabilitation Program CIP. 15701</u> CIPP Lining of 7,702 LF of 6-Inch, 8-Inch, 21-inch and 36-Inch sanitary Sewer and storm drain, manhole installations, cleanout installations, bypass pumping.</p>	<p>City of San Juan Capistrano 32400 Paseo Adelanto San Juan Capistrano CA, 92675</p>	<p style="text-align: center;">\$ 1,385,061.00</p>	<p style="text-align: center;"><u>Start</u> 8/17/2015 <u>Completion</u> 12/28/2015</p>
<p><u>Pipeline Rehab F-2 (Laterals)</u> Clean & CCTV of 93,955 LF of sanitary sewer.</p>	<p>City of San Diego 525 B Street, MS 908A San Diego, CA 92101 Ryan Reed, R.E. 619-533-5191</p>	<p style="text-align: center;">\$ 101,471.00</p>	<p style="text-align: center;"><u>Start</u> 2/15/2015 <u>Completion</u> 8/25/2015</p>
<p><u>Sewer and AC Water Group 752</u> CIPP Lining of 5,182 LF of 8-Inch sanitary Sewer and bypass pumping. Clean & CCTV, Top Hats</p>	<p>Public Utilities Department 9150 Topaz Way, MOC 1 San Diego, CA 92123 (585) 614-4564 Ed M. Cartas</p>	<p style="text-align: center;">\$ 281,411.00</p>	<p style="text-align: center;"><u>Start</u> 7/9/2015 <u>Completion</u> 7/17/2015</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>Sewer and AC Water Group 1004</u> CIPP Lining of 948 LF of 8-Inch sanitary Sewer and bypass pumping. Clean & CCTV, 14 Top Hats</p>	<p>City of San Diego 9485 Aero Drive, San Diego, CA 92123 (858) 997-7989 Armin Asadyari</p>	<p>\$ 70,159.00</p>	<p><u>Completion</u> 9/15/2015</p>
<p><u>South Oceanside Waterline Replacement</u> Clean & CCTV, Post Video of 5,887 LF 8-Inch New Installation, Manhole Rehabilitation</p>	<p>City of Oceanside 300 North Coast Highway, Oceanside, CA 92054 (760) 435-5913 Greg Keppler</p>	<p>\$ 90,092.75</p>	<p><u>Completion</u> 2015</p>
<p><u>Gravity Pipeline Rehabilitation</u> Clean & CCTV, Post Video of 1,887 LF 6-Inch, 8-Inch and 12-Inch sanitary sewer. Sectional Lining</p>	<p>Leucadia Wastewater District 1960 La Costa Avenue, Carlsbad, CA 92009 (760) 753-0155 Robin Morishita</p>	<p>\$137,987.00</p>	<p><u>Start</u> 7/9/2015 <u>Completion</u> 9/16/2015</p>
<p><u>Pipeline Rehab Z-1</u> Clean & CCTV, Post Video of 13,500 LF 8-Inch sanitary sewer, SPR/CIPP Lining of 13,500 LF of 8-Inch sanitary sewer and installation of 300 Top Hats</p>	<p>City of San Diego 9485 Aero Drive, San Diego, CA 92123 (619) 549-5451 Dave Engel</p>	<p>\$ 507,079.50</p>	<p><u>Start</u> 10/6/2015 <u>Completion</u> 12/11/2015</p>
<p><u>Los Angeles County Dept of Public Work – Project #11</u> SPR/CIPP Lining of 13,842 LF of 8-Inch sanitary Sewer and bypass pumping.</p>	<p>LACDPW 900 South Fremont Avenue Alhambra, California 91803 (626) 458-4951 Tim Bazinet</p>	<p>\$435,233.50</p>	<p><u>Start</u> 1/18/2016 <u>Completion</u> 2/29/2016</p>
<p><u>Industry Rd Sewer @ Ha-Hana Rd.</u> CIPP Lining of 748 LF of 24-Inch sanitary Sewer and bypass pumping.</p>	<p>Just Construction 3103 Market Street San Diego, CA 92102 (619) 702-4002</p>	<p>\$ 136,127.00</p>	<p><u>Awaiting</u> <u>NTP</u></p>
<p><u>CULVERT REPAIR AND REPLACEMENT FISCAL YEAR 2014-15</u> CIPP/SPR Lining of 499LF of 18-Inch to 42-Inch storm drain culvert.</p>	<p>Tri-Group Construction 9580 Black Mountain Rd Ste. L San Diego, CA 92126 (858) 583-1846</p>	<p>\$ 159,239.00</p>	<p><u>Start</u> 10/5/2015 <u>Completion</u> 11/30/2015</p>
<p><u>Huntington Beach FY 201415 Sewer Lining Project</u> CIPP Lining of 11,189 LF of 8-Inch sanitary Sewer and bypass pumping.</p>	<p>City of Huntington Beach 2000 Main Street, 1st Floor Huntington Beach, CA 92648 Jose Fuentes (714) 536-5431</p>	<p>\$250,000.00</p>	<p><u>Start</u> 3/1/2016 <u>Completion</u> 4/14/2016</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>Encinitas 2014-2015 Annual Storm Drain Rehabilitation</u> CIPP Lining of 2,322LF of 12-Inch to 36-Inch storm drain culvert.</p>	<p>City of Encinitas 505 S. Vulcan Encinitas, CA 92024 Kipp Heffner (760) 633-2775</p>	<p style="text-align: center;">\$ 558,399.00</p>	<p style="text-align: center;"><u>Start</u> 10/5/2015 <u>Completion</u> 3/30/2016</p>
<p><u>Sewer and AC Water Group 840</u> Final main video of 2,098 LF, 8-Inch sewer</p>	<p>City of San Diego 9485 Aero Drive, San Diego, CA 92123 (858) 573-5084 Avram Yu</p>	<p style="text-align: center;">\$3,147.00</p>	<p style="text-align: center;"><u>Completion</u> 9/21/2015</p>
<p><u>Sewer Group 798</u> Clean & Video, SPR/CIPP Lining of 11,894LF of 8-Inch sanitary sewer, 164 Service Lateral Connections</p>	<p>City of San Diego 9485 Aero Drive, San Diego, CA 92123 (858) 573-5084 Avram Yu</p>	<p style="text-align: center;">\$ 410,114.30</p>	<p style="text-align: center;"><u>Start</u> 12/15/2015 <u>Completion</u> 2/10/2016</p>
<p><u>2015 Sewer Repair Project - Rossmoor/Los Alamitos</u> Clean & Video, CIPP Lining 2,545 LF of 8-Inch, Point repairs, Top Hats</p>	<p>Vasilj Inc. 15531 Arrow Hwy, Irwindale, CA 91706 John Gavigan (626) 480-1442</p>	<p style="text-align: center;">\$123,124.00</p>	<p style="text-align: center;"><u>Start</u> 3/3/2016 <u>Completion</u> 4/1/2016</p>
<p><u>2015 GRAVITY SEWER REHABILITATION</u> Clean & Video, CIPP Lining 2,237 LF of 6-Inch, 8-Inch and 12-Inch sanitary sewer, 29 Service Lateral Connections, Bypass Pumping</p>	<p>Leucadia Wastewater Division 1960 La Costa Avenue, Carlsbad, CA 92009 Robin Morishita (760) 753-0155</p>	<p style="text-align: center;">\$161,524.50</p>	<p style="text-align: center;"><u>Start</u> 8/26/2015 <u>Completion</u> 12/23/2015</p>
<p><u>CIPP Lining of 15" & 18" CMP Storm Drain</u> Clean & Video, CIPP Lining 360 LF of 15-Inch and 18-Inch storm drains.</p>	<p>City of Buena Park 6650 Beach Blvd, Buena Park, Ca 90622 Francisco Gutierrez (714) 562-3687</p>	<p style="text-align: center;">\$ 51,991.00</p>	<p style="text-align: center;"><u>Start</u> 3/3/2016 <u>Completion</u> 3/4/2016</p>
<p><u>Storm Drain Lining of 21" to 54"</u> Clean & Video, CIPP Lining 2,415 LF of 18-Inch, 21-Inch, 24-Inch, 30-Inch and 36-Inch storm drains, Sectional Repairs, Invert Grouting of storm drains prior to rehabilitation.</p>	<p>City of Chula Vista 1800 Maxwell Road, Chula Vista, CA 91911 Kalani Camacho (619) 921-2922</p>	<p style="text-align: center;">\$433,391.00</p>	<p style="text-align: center;"><u>Start</u> 1/4/2016 <u>Completion</u> 4/21/2016</p>
<p><u>Storm Drain Lining 2014-15; Project No. 52716</u> Clean & Video, CIPP Lining 2,420 LF of 8-Inch, 10-Inch sanitary sewer, 12-Inch and 18-Inch storm drains, Sectional Repairs, Invert Grouting of storm drains prior to rehabilitation.</p>	<p>City of Fullerton PWD –Engineering 303 West Commonwealth Avenue, Fullerton, CA 92832 Vince Oseguera (714) 738-6845</p>	<p style="text-align: center;">\$117,973.00</p>	<p style="text-align: center;"><u>Start</u> 2/22/2016 <u>Completion</u> 4/25/2016</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>The Oaks - CIPP Lining of 36-Inch Storm Drain</u> Clean & CCTV 100 LF of 36-Inch storm Drain, Easement access installation of 100 LF of 36-Inch storm Drain, Post Video</p>	<p>Davidson Communities 1302 Camino Del Mar, Del Mar, CA 92014 Tim O'Grady (858) 259-8500</p>	<p style="text-align: center;">\$ 32,000.00</p>	<p style="text-align: center;"><u>Start</u> 4/29/2016 <u>Completion</u> 4/29/2016</p>
<p><u>Eastern Municipal Water District 12-Inch Sanitary Sewer</u> Clean & CCTV, Rehabilitate 413 LF of 12-Inch Sanitary Sewer, Reinstate 5 Lateral Connections, Bypass Pumping</p>	<p>Eastern Municipal Water District 2270 Trumble Road, Perris, CA 92572-8300 Mark Chamberlin (951) 928-3777 Ext 6290</p>	<p style="text-align: center;">\$ 22,715.00</p>	<p style="text-align: center;"><u>Start</u> 2/26/2016 <u>Completion</u> 2/26/2016</p>
<p><u>City of Los Angeles – Sewers 5 Program</u> Clean & CCTV, Rehabilitate 7,147 LF of 8-Inch, 10-Inch, 16-Inch Sanitary Sewer, Reinstate 160 Lateral Connections, Bypass Pumping, Post Video</p>	<p>Mathew & Stewart Co Inc. 2841 Gardena Ave, Signal Hill, CA 90755 Bruce Flowers (562) 595-5471</p>	<p style="text-align: center;">\$ 304,603.00</p>	<p style="text-align: center;"><u>Start</u> 6/17/2015 <u>Completion</u> On Call</p>
<p><u>Rancho Palos Verdes Storm Drain</u> Clean & CCTV 134 LF of 18-Inch storm Drain, Easement access installation of 134 LF of 18-Inch storm Drain, Post Video</p>	<p>Grfco Inc Po Box 1747 Brea, CA 92822 Jim Jackson (714) 412-4712</p>	<p style="text-align: center;">\$ 21,942.50</p>	<p style="text-align: center;"><u>Start</u> 12/30/2015 <u>Completion</u> 12/30/2015</p>
<p><u>City of San Diego Group 703A</u> Clean & CCTV 627 LF of 8-Inch sanitary sewer, Easement access installation of 627 LF of 8-Inch sanitary sewer, Post Video</p>	<p>Weir Construction Corporation 2255 Barham Drive, Escondido, Ca 92029 Allan Weir (760) 743-6776</p>	<p style="text-align: center;">\$ 30,347.50</p>	<p style="text-align: center;"><u>Start</u> 3/8/2016 <u>Completion</u> 3/9/2016</p>
<p><u>La Costa Golf Course</u> Clean & CCTV 360 LF of 10-Inch sanitary sewer, Easement access installation of 360 LF of 10-Inch sanitary sewer, Post Video</p>	<p>Leucadia Wastewater Division 1960 La Costa Avenue, Carlsbad, CA 92009 Robin Morishita (760) 753-0155</p>	<p style="text-align: center;">\$ 18,720.00</p>	<p style="text-align: center;"><u>Start</u> 11/20/2015 <u>Completion</u> 11/20/2015</p>
<p><u>Manning Canyon Sewer and Water Replacement</u> Clean & CCTV 15,508 LF of 8-Inch sanitary sewer, Rehabilitate 2,582 LF of 8-Inch sanitary sewer w/SPR, 56 Sewer Lateral Connections, Post CCTV Video of 15,508 LF, Bypass Pumping</p>	<p>Burtech Pipeline Inc. 102 Second Street, Encinitas, CA 92024 Buddy Aquino (760) 634-2822</p>	<p style="text-align: center;">\$ 212,865.00</p>	<p style="text-align: center;"><u>Start</u> 3/22/2016 <u>Completion</u> 2/28/17</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p>9 Clean & CCTV, Post Video of 40,279 LF 8-Inch sanitary sewer, 889 Lateral Launch Video, SPR/CIPP Lining of 40,279 LF of 6", 8" and 10 -Inch sanitary sewer and installation of 889 Top Hats</p>	<p>Burtech Pipeline Inc. 102 Second Street, Encinitas, CA 92024 Buddy Aquino (760) 634-2822</p>	<p style="text-align: center;">\$1,040,214.00</p>	<p style="text-align: center;"><u>Start</u> 4/4/2016 <u>Completion</u> 10/18/2016</p>
<p>Sewer Rehabilitation Project No. 13 SPR/CIPP lining of 19,943 LF of 8-Inch diameter sanitary sewer, reinstate 459 House connections, Clean & CCTV, Bypass Pumping</p>	<p>Los Angeles Dept. of Public Works 900 South Fremont Ave Alhambra, CA 90014 Attn: Joel Zaragoza (626) 458-4973</p>	<p style="text-align: center;">\$ 476,649.00</p>	<p style="text-align: center;"><u>Start</u> 4/7/2016 <u>Completion</u> 11/8/2016</p>
<p>Sewer & Water Group 834 Clean & CCTV, Post Video of 8,996 LF 8-Inch sanitary sewer, Lateral Launch Video, SPR Lining of 975 LF of 10", 12" and 14 -Inch sanitary sewer and installation Top Hats</p>	<p>Burtech Pipeline Inc. 102 Second Street, Encinitas, CA 92024 Buddy Aquino (760) 634-2822</p>	<p style="text-align: center;">\$ 109,284.50</p>	<p style="text-align: center;"><u>Start</u> 3/21/2016 <u>Completion</u> 3/21/2017</p>
<p>SPR Lining of 36-Inch Storm Drain Clean & CCTV 140 LF of 36-Inch Storm Drain under 805 Freeway Southbound Lane, Post Video</p>	<p>SKANSKA 5196 Governor Drive, San Diego, California 92122 Keith Jackson (858) 646-0921</p>	<p style="text-align: center;">\$ 85,089.00</p>	<p style="text-align: center;"><u>Start</u> 5/12/2016 <u>Completion</u> 5/14/2016</p>
<p>LACDPW CRR. 436 CIPP lining of 598 LF of 18", 36" and 60-Inch diameter storm drain, Clean & CCTV, Spot Repairs, Frame and Cover Installations</p>	<p>Los Angeles Dept. of Public Works 900 South Fremont Ave Alhambra, CA 90014 Attn: Fred Kheradvar (626) 458-4973</p>	<p style="text-align: center;">\$ 297,203.50</p>	<p style="text-align: center;"><u>Start</u> 5/27/2016 <u>Completion</u> 7/13/2016</p>
<p>2016 SEWER MAIN CIPP REHABILITATION Clean & CCTV, Post Video of 3,700 LF 6", 8" and 10-Inch sanitary sewer, Traffic Control, Bypass Pumping.</p>	<p>Yorba Linda Water District 1717 E. Miraloma Avenue, Placentia, CA 92870 Alex Thomas (714) 701-3115</p>	<p style="text-align: center;">\$ 189,823.00</p>	<p style="text-align: center;"><u>Start</u> 4/14/2016 <u>Completion</u> 7/28/2016</p>
<p>SSRP P08 Daly Street & Avenue 26 Clean & CCTV, Rehabilitate 5,405 LF of 8-Inch Sanitary Sewer, Reinstall 163 Lateral Connections, Bypass Pumping, Post Video</p>	<p>Vasilj Inc. 15531 Arrow Hwy, Irwindale, CA 91706 John Gavigan (626) 480-1442</p>	<p style="text-align: center;">\$ 258,160.00</p>	<p style="text-align: center;"><u>Start</u> 12/12/16 <u>Completion</u> 1/31/2018</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>SANITARY SEWER MASTER PLAN PHASE 1</u> Clean & CCTV, Post Video of 2,230 LF 8", 10" & 12-Inch sanitary sewer, Traffic Control, Bypass Pumping, Point Repairs.</p>	<p>City of South El Monte 1415 Santa Anita Avenue, South El Monte, CA 91733 Aidan Mousavi (626) 652-3110</p>	<p>\$163,798.00</p>	<p><u>Start</u> 6/7/2016 <u>Completion</u> 10/28/16</p>
<p><u>2016 GRAVITY PIPELINE REHABILITATION PROJECT</u> Clean & CCTV, CIPP Lining of 1,280 LF 8" & 15-Inch sanitary sewer, Traffic Control, Bypass Pumping, Point Repairs.</p>	<p>Leucadia Wastewater Division 1960 La Costa Avenue, Carlsbad, CA 92009 Robin Morishita (760) 753-0155</p>	<p>\$ 240,000.00</p>	<p><u>Start</u> 7/28/2016 <u>Completion</u> 12/15/2016</p>
<p><u>Caltrans No. 08-0J8104</u> Clean & CCTV, SPR & CIPP Lining of 1,160 LF of 18", 24", 30", 36" and 42-Inch Storm Drain, Pipe Repairs, Post Video</p>	<p>Dreambuilder 1324 E. Lawson Ln, Placentia, CA 92870 (714) 646-3697</p>	<p>\$311,540.00</p>	<p><u>Start</u> 1/9/2017 <u>Completion</u> 3/3/2017</p>
<p><u>HillTop Area Sewer Lining Project</u> Clean & CCTV, CIPP Lining of 12,956 LF 6", 8", 10" & 12-Inch sanitary sewer, Traffic Control, Bypass Pumping, Point Repairs.</p>	<p>City of Redding 777 Cypress Avenue, Redding, CA 96001 Darren Langfield (530) 225-4469</p>	<p>\$519,330.00</p>	<p><u>Start</u> 7/5/2016 <u>Completion</u> 9/30/2016</p>
<p><u>Sewer & Water Group 701</u> Clean & CCTV, CIPP Lining of 1,280 LF 8" & 15-Inch sanitary sewer, Traffic Control, Bypass Pumping, Point Repairs.</p>	<p>City of San Diego 1200 Third Avenue., Ste. 200 San Diego, CA 92101 Luis Schaar, R.E. 619-533-4641</p>	<p>\$27,864.75</p>	<p><u>Start</u> 3/5/2018 <u>Completion</u> TBD</p>
<p><u>Tyrian St and Soledad Ave and AC Water Main</u> Clean & CCTV, CIPP Lining of 6-Inch sanitary sewer, Traffic Control, Bypass Pumping, Point Repairs.</p>	<p>City of San Diego 1200 Third Avenue., Ste. 200 San Diego, CA 92101 Luis Schaar, R.E. 619-533-4641</p>	<p>\$13,164.00</p>	<p><u>Start</u> 3/15/17 <u>Completion</u> 3/17/17</p>
<p><u>RFB 7402 San Diego San District</u> Clean & CCTV, sectional Lining and Top Hat Installation, 8" VCP sanitary sewer.</p>	<p>County of San Diego 5560 South Overland Avenue, Suite B, San Diego CA 92123 Jaclyn Smith, 858-5058-6367</p>	<p>\$5,850.00</p>	<p><u>Start</u> 7/11/16 <u>Completion</u> 7/12/16</p>
<p><u>City of LA ESR 69th & Vermont</u> Clean & CCTV, CIPP Lining of 8-Inch sanitary sewer, Traffic Control, Bypass Pumping, Point Repairs.</p>	<p>Vasilj Inc. 15531 Arrow Hwy, Irwindale, CA 91706 John Gavigan (626) 480-1442</p>	<p>\$13,777.50</p>	<p><u>Start</u> TBD <u>Completion</u> TBD</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

Fresno E. Home Avenue Sewer Rehab Clean & CCTV, CIPP Lining of 8-Inch sanitary sewer, Traffic Control, Bypass Pumping, Point Repairs.	City of Fresno 1721 Van Ness Avenue, Fresno, CA 93721 Mike Brown,	\$75,255.00	<u>Start</u> 3/15/2017 <u>Completion</u> 6/5/2017
Pacific Beach Pipeline South Video Inspecting 9,000 LF of Pipelines and Culverts for Acceptance.	TC Construction 10540 Prospect Avenue Santee, CA 92071 Elan Schier	\$41,207.00	<u>Start</u> April, 2017 <u>Completion</u> TBD
6-Inch CIPP Lining at U.C.L.A Clean & CCTV, CIPP Lining of 6-Inch sanitary sewer, Traffic Control, Bypass Pumping, Point Repairs.	PipeTec PO Box 2337 Irwindale, CA 91706 Mike Ashker	\$14,425.00	<u>Start</u> 6/17/2016 <u>Completion</u> 6/17/2016
Mission Trails Collection - Santee 1 Video Inspecting 1,001 LF of Pipelines and Culverts for Acceptance.	Burtech Pipeline Inc. 102 Second Street, Encinitas, CA 92024 Buddy Aquino (760) 634-2822	\$2,862.00	<u>Start</u> TBD <u>Completion</u> TBD
City of El Monte – Sewer Lining Project Clean & CCTV, CIPP Lining of 8-Inch and 15-Inch sanitary sewer, Traffic Control, Bypass Pumping, Point Repairs.	City of El Monte Richard Ruyle 626-808-1909	\$163,098.00	<u>Start</u> 9/27/2016 <u>Completion</u> 11/23/2016
Ross Valley Sanitation Clean & CCTV, CIPP Lining of 22,202 LF of 6-Inch and 8-Inch sanitary sewer, Traffic Control, Bypass Pumping, Point Repairs.	Ranger Pipelines 1790 Yosemite Ave. San Francisco, CA 94124 Tom Grover (415) 822-3700	\$864,999.50	<u>Start</u> April, 2017 <u>Completion</u> 5/1/2018
Via De La Valle bridge in Del Mar, CA Clean & CCTV, CIPP Lining of 10-Inch Ductile Iron Pipe, Traffic Control	PAL Engineering 5374 Eastgate Mall San Diego, CA 92121 Diana Hsu	\$24,235.50	<u>Start</u> 10/26/2016 <u>Completion</u> 10/26/2016
Pipeline Rehabilitation AM-1 Clean & CCTV, Post Video of 41,127 LF 8-Inch sanitary sewer, 1,127 Lateral Launch Video, SPR/CIPP Lining of 41,127 LF of 8-Inch sanitary sewer and installation of 1,127 Top Hats	Burtech Pipeline Inc. 102 Second Street, Encinitas, CA 92024 Buddy Aquino (760) 634-2822	\$1,755,384.50	<u>Start</u> 12/5/2016 <u>Completion</u> 6/30/2017





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>Fresno Sewer Rehabilitation in Congo and H-Broadway Downtown</u> Clean & CCTV, CIPP Lining of 1,441 LF of 8-Inch and 10-Inch sanitary sewer, Traffic Control, Bypass Pumping, Point Repairs.</p>	<p>Emmitt's Excavation Inc 6207 E. Clinton Ave Fresno CA 93727 David Walsh (559) 347-9188</p>	<p style="text-align: center;">\$114,434.50</p>	<p style="text-align: center;"><u>Start</u> April 2017 <u>Completion</u> 4/15/2018</p>
<p><u>Massachusetts Avenue Sewer Improvements-La Mesa</u> Clean & CCTV, CIPP Lining of 937 LF of 6-Inch, 8-Inch and 15-Inch sanitary sewer, Traffic Control, Bypass Pumping, Point Repairs.</p>	<p>S.C. Valley Engineering, Inc. 656 Front St. El Cajon, CA 92020 Kevin Prescott (619) 444-2366</p>	<p style="text-align: center;">\$85,709.81</p>	<p style="text-align: center;"><u>Start</u> 12/12/2016 <u>Completion</u> 2/3/2017</p>
<p><u>Sewer Capital Improvements – Lemon Grove</u> Clean & CCTV, CIPP Lining of 112 LF of 6-Inch sanitary sewer, Traffic Control, Bypass Pumping, Point Repairs.</p>	<p>S.C. Valley Engineering, Inc. 656 Front St. El Cajon, CA 92020 Kevin Prescott (619) 444-2366</p>	<p style="text-align: center;">\$10,080.00</p>	<p style="text-align: center;"><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>Val Sereno Storm Drain Rehabilitation & Extension</u> Clean & CCTV, CIPP Lining of 143LF of 24-Inch storm drain, clearing and grubbing, Traffic Control, Concrete Headwall, Invert Paving Repairs.</p>	<p>City of Encinitas 505 S. Vulcan Avenue Encinitas, CA 92024 Kipp Hefner (760) 633-2775</p>	<p style="text-align: center;">\$49,000.00</p>	<p style="text-align: center;"><u>Start</u> 10/27/2016 <u>Completion</u> 11/7/2016</p>
<p><u>Small Diameter Sewer Rehabilitation - 2017-1</u> Clean & CCTV, CIPP Lining of 143LF of 24-Inch storm drain, clearing and grubbing, Traffic Control, Concrete Headwall, Invert Paving Repairs.</p>	<p>AUI Incorporated 7420 Reading Ave. SE Albuquerque New Mexico 87105 Mike Rocco (505) 242-4848</p>	<p style="text-align: center;">\$253,674.00</p>	<p style="text-align: center;"><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>Fresno Sewer Rehab & Replace in N Central Downtown</u> Clean & CCTV, CIPP Lining of 857 LF of 6-Inch sanitary sewer, lateral reinstatement.</p>	<p>Bill Nelson GEC, Inc. 2741 E. Malaga Avenue Fresno, CA 93725 Jeff Nelson</p>	<p style="text-align: center;">\$83,942.59</p>	<p style="text-align: center;"><u>Start</u> 5/2/2017 <u>Completion</u> 5/31/2017</p>
<p><u>Trenchless Repair Replacement & Rehab Los Alamos</u> Clean & CCTV, SPR Lining of 1,450 LF of 8-Inch sanitary sewer, lateral reinstatement.</p>	<p>AUI Incorporated 7420 Reading Ave. SE Albuquerque New Mexico 87105 Mike Rocco (505) 242-4848</p>	<p style="text-align: center;">\$106,515.00</p>	<p style="text-align: center;"><u>Start</u> 12/12/2016 <u>Completion</u> 12/16/2016</p>
<p><u>Rehabilitation of 2 Sewer Lift Stations 24th St & Oak St</u> Clean & CCTV, CIPP Lining of 486 LF of 15-Inch sanitary sewer, lateral reinstatement.</p>	<p>GSE Construction Company, Inc. 6950 Preston Avenue Livermore, CA 94551</p>	<p style="text-align: center;">\$53,415.00</p>	<p style="text-align: center;"><u>Start</u> April, 2017 <u>Completion</u> 10/17/2017</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>Yorba Linda Water District 8in DIP</u> Clean & CCTV, CIPP Lining of 208 LF of 8-Inch Ductile Iron sanitary sewer, lateral reinstatement.</p>	<p>Murrieta Development Inc. 42540 Rio Nedo Rd. Temecula, CA 92590 Bill Estrada (909) 721-0362</p>	<p>\$12,376.00</p>	<p><u>Start</u> 11/16/2016 <u>Completion</u> 11/16/2016</p>
<p><u>City of Bell - Sewer Modernization Project</u> Clean & CCTV, CIPP Lining of 4,839LF of 8-Inch sanitary sewer, lateral reinstatement.</p>	<p>Tunnelworks Services Inc. 13502-H Whittier Blvd. Ste. 165 Whittier, CA 90605 William Duarte (562) 553-2734</p>	<p>\$142,862.75</p>	<p><u>Start</u> 2/14/17 <u>Completion</u> 4/10/2017</p>
<p><u>I-25 South 18-Inch Sanitary Sewer</u> Clean & CCTV, SPR Lining of 550 LF of 18-Inch sanitary sewer, lateral reinstatement.</p>	<p>AUI Incorporated 7420 Reading Ave. SE Albuquerque New Mexico 87105 Mike Rocco (505) 242-4848</p>	<p>\$168,440.00</p>	<p><u>Start</u> 12/15/2016 <u>Completion</u> 3/31/2017</p>
<p><u>Pipeline Rehabilitation AG-1</u> Clean & CCTV, SPR/CIPP Lining of 35,992 LF of 8-Inch sanitary sewer and installation of 797 Top Hats</p>	<p>Burtech Pipeline Inc. 102 Second Street, Encinitas, CA 92024 Buddy Aquino (760) 634-2822</p>	<p>\$1,414,852.50</p>	<p><u>Start</u> April 2017 <u>Completion</u> 7/24/2017</p>
<p><u>Bonillo Drive Storm Drain</u> Cleaning and Video Inspection of 24" Storm Drain</p>	<p>Burtech Pipeline Inc. 102 Second Street, Encinitas, CA 92024 Buddy Aquino (760) 634-2822</p>	<p>\$2,169.11</p>	<p><u>Start</u> 2/7/17 <u>Completion</u> 2/7/17</p>
<p><u>Lemon Drive 8-Inch Lining</u> Clean & CCTV, CIPP Lining of 10 LF of 10-Inch sanitary sewer.</p>	<p>Yorba Linda Water District 1717 E. Miraloma Avenue, Placentia, CA 92870 Diane Dalton (714) 701-3115</p>	<p>\$7,385.00</p>	<p><u>Start</u> 3/10/17 <u>Completion</u> 3/10/17</p>
<p><u>Sunset Lane Easement 8-Inch Lining</u> Clean & CCTV, CIPP Lining of 345 LF of 8-Inch sanitary sewer.</p>	<p>Yorba Linda Water District 1717 E. Miraloma Avenue, Placentia, CA 92870 Diane Dalton (714) 701-3115</p>	<p>\$17,424.75</p>	<p><u>Start</u> 2/27/17 <u>Completion</u> 2/27/17</p>
<p><u>Sierra Madre Rehab Project</u> Clean & CCTV, CIPP Lining of 2,785LF of 8-Inch sanitary sewer.</p>	<p>City of Sierra Madre 232 W. Sierra Madre Blvd Sierra Madre, CA Chris Cimino (626) 335-6615</p>	<p>\$150,752.50</p>	<p><u>Start</u> April 2017 <u>Completion</u> 6/23/2017</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p>City of Pasadena - La Loma Clean & CCTV, CIPP Lining of 140LF of 8-Inch sanitary sewer, Bypass Pumping.</p>	<p>Ramona Inc 302 N 1st Ave Ste 1 Arcadia, CA 91006 Michael Grbavac (626) 355-1350</p>	<p style="text-align: center;">\$12,950.00</p>	<p style="text-align: center;"><u>Start</u> 3/9/17 <u>Completion</u> 3/9/17</p>
<p>North Long Beach Sewer Improvement Project Clean & CCTV, CIPP Lining of 4,229LF of 8-Inch, 10-inch and 12-inch sanitary sewer, Bypass Pumping, Traffic Control, Top Hats, Point Repairs.</p>	<p>City of Long Beach 1800 East Wardlow Road, Long Beach, CA 90807 (562) 570-2419</p>	<p style="text-align: center;">\$529,504.35</p>	<p style="text-align: center;"><u>Start</u> 10/2/2017 <u>Completion</u> 12/18/2017</p>
<p>2017 CMP Storm Drain Relining and Point Repair Clean & CCTV, CIPP Lining of 912LF of 12-Inch, 15-inch and 18-inch & 21-Inch storm drain, Point Repairs, Traffic Control,</p>	<p>City of Pasadena 100 N. Garfield Ave, Pasadena, CA 91109 (626) 744-3921</p>	<p style="text-align: center;">\$201,368.10</p>	<p style="text-align: center;"><u>Start</u> 3/5/2018 <u>Completion</u> TBD</p>
<p>CalTrans 12-0Q0604 Huntington Beach CA Clean & CCTV, CIPP Lining of 1,100LF of 12-Inch, 18-inch and 24-Inch storm drain, Point Repairs, Traffic Control,</p>	<p>Jabra Contracting 1813 Manzanita Lane, Manhattan Beach, CA 90266 (310) 545-5015</p>	<p style="text-align: center;">\$113,650.00</p>	<p style="text-align: center;"><u>Start</u> 9/11/2017 <u>Completion</u> 11/6/2017</p>
<p>La Mesa 24-Inch Storm Drain CCTV Inspection 24-Inch storm drain</p>	<p>Wayne Pointer 4740 Alta Rica Drive La Mesa, CA 91941 (619) 818-1116</p>	<p style="text-align: center;">\$660.00</p>	<p style="text-align: center;"><u>Start</u> 3/8/2016 <u>Completion</u> 3/8/2016</p>
<p>Water & Sewer Group 954 Clean & CCTV 1,816LF, CIPP Lining of 1,316LF of 8-Inch sanitary sewer, Traffic Control,</p>	<p>Burtech Pipeline Inc. 102 Second Street, Encinitas, CA 92024 Buddy Aquino (760) 634-2822</p>	<p style="text-align: center;">\$55,710.00</p>	<p style="text-align: center;"><u>Start</u> TBD <u>Completion</u> TBD</p>
<p>Imperial Beach – Sewer Pump Station 4 & 6 Rehabilitation Clean & CCTV 128LF, CIPP Lining of 128 LF of 8-Inch sanitary sewer, Bypass Pumping, Traffic Control,</p>	<p>NEWest Construction 9235 Trade Pl. Suite A, San Diego, CA 92126 Corey Jennette (858) 436-4880</p>	<p style="text-align: center;">\$14,164.00</p>	<p style="text-align: center;"><u>Start</u> 4/7/2017 <u>Completion</u> 4/13/2017</p>
<p>Goleta West Sanitary District Project #16-04 Clean & CCTV 5,882 LF, SPR & CIPP Lining of 5,882 LF of 6", 8", 10", 12" 15" & 18-Inch sanitary sewer, Bypass Pumping, Traffic Control, Manhole Rehabilitation at various locations.</p>	<p>Goleta West Sanitary District PO Box 4 Goleta, CA 93116-0004 Mark Nation (805) 968-2617 Office</p>	<p style="text-align: center;">\$566,502.00</p>	<p style="text-align: center;"><u>Start</u> 7/27/2017 <u>Completion</u> 12/8/2017</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>CalTrans No. 07-3W1104 Place Pipeliner & Repair Culverts</u> Clean & CCTV, CIPP Lining of 1,400 LF of 18-Inch, 24-inch and 39-Inch storm drain in various locations of San Fernando CA</p>	<p>Jabra Contracting 1813 Manzanita Lane, Manhattan Beach, CA 90266 (310) 545-5015</p>	<p style="text-align: center;">\$236,767.50</p>	<p style="text-align: center;"><u>Start</u> <u>7/10/2017</u> <u>Completion</u> <u>9/29/2017</u></p>
<p><u>San Diego Sewer Group 818</u> Clean & CCTV 133LF, CIPP Lining of 133LF of 6-Inch sanitary sewer, Top Hats, Bypass Pumping, Traffic Control,</p>	<p>Dick Miller Jean Grace (760) 471-6842 ext 13</p>	<p style="text-align: center;">\$18,569.75</p>	<p style="text-align: center;"><u>Start</u> <u>TBD</u> <u>Completion</u> <u>TBD</u></p>
<p><u>San Diego - AC Water & Sewer Group 1017</u> Clean & CCTV 350 LF, CIPP Lining of 350LF of 8-Inch sanitary sewer, Top Hats, Bypass Pumping, Traffic Control,</p>	<p>Burtech Pipeline Inc. 102 Second Street, Encinitas, CA 92024 Buddy Aquino (760) 634-2822</p>	<p style="text-align: center;">\$20,650.00</p>	<p style="text-align: center;"><u>Start</u> <u>TBD</u> <u>Completion</u> <u>TBD</u></p>
<p><u>Lake Arrowhead Shelter Cove Aqua-Fria</u> Clean & CCTV 3,170 LF, CIPP Lining of 3,170LF of 8-Inch sanitary sewer, Top Hats, Bypass Pumping, Traffic Control,</p>	<p>Lake Arrowhead Community Services District 27307 State Highway 189, Blue Jay, CA Richard Pretzinger (909) 336-7139</p>	<p style="text-align: center;">\$325,329.00</p>	<p style="text-align: center;"><u>Start</u> <u>8/7/2017</u> <u>Completion</u> <u>10/31/2017</u></p>
<p><u>San Diego - AC Water & Sewer Group 955</u> Post Video Inspection 1,796LF various diameters</p>	<p>Burtech Pipeline Inc. 102 Second Street, Encinitas, CA 92024 Buddy Aquino (760) 634-2822</p>	<p style="text-align: center;">\$4,041.00</p>	<p style="text-align: center;"><u>Start</u> <u>TBD</u> <u>Completion</u> <u>TBD</u></p>
<p><u>La Mesa 8-Inch Cast Iron Pipe</u> Clean & CCTV 8" Cast Iron Pipe x 450ft</p>	<p>PSOMAS 401 B Street, Suite San Diego, CA 92101 Sean Diaz (619) 961-2812</p>	<p style="text-align: center;">\$4,000.00</p>	<p style="text-align: center;"><u>Start</u> <u>6/1/2017</u> <u>Completion</u> <u>6/30/2017</u></p>
<p><u>Leucadia 18-Inch Ductile Iron Pipe Rehabilitation</u> Clean & CCTV, Cured In Place Lining and end seal 18" Ductile Iron Pipe</p>	<p>CCL Contracting Inc 1938 Don Lee Pl Escondido, CA 92029 Rod Chilcote (760) 743-2254</p>	<p style="text-align: center;">\$39,232.00</p>	<p style="text-align: center;"><u>Start</u> <u>7/23/2017</u> <u>Completion</u> <u>7/26/2017</u></p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>Sewer Rehabilitation in N Abby and E Hammond</u> Clean & CCTV 1,714 LF, SPR Lining of 1,714 LF of 20-Inch sanitary sewer, Top Hats, Bypass Pumping, Traffic Control,</p>	<p>City of Fresno 2600 Fresno Street, Room 2015, Fresno, CA 93721 Jesus Gonzales (559) 621-1332</p>	<p style="text-align: right;">\$702,673.50</p>	<p style="text-align: right;"><u>Start</u> <u>3/16/2018</u> <u>5/24/2018</u></p>
<p><u>LACDPW - Project No. 15</u> Clean & CCTV 22,132 LF, SPR & CIPP Lining of 22,132 LF of 8", 10"and 12-Inch sanitary sewer, Bypass Pumping, Traffic Control, Point Repairs at various locations.</p>	<p>LACDPW 900 South Fremont Ave Alhambra, CA 90014 Fred Kheradvar (626) 458-4973 Office</p>	<p style="text-align: right;">\$664,667.00</p>	<p style="text-align: right;"><u>Start</u> <u>10/3/2017</u> <u>Completion</u> <u>1/16/2018</u></p>
<p><u>Beale Air Force Base - Repair Sub Basins 1, 2, 3, 9 and MUNS</u> Clean & CCTV 5,638 LF, CIPP Lining of 5,638 LF of 6", 8", 10"and 12" and 21-Inch sanitary sewer, Bypass Pumping, Traffic Control, Point Repairs at various locations.</p>	<p>Allright Construction Inc 1485 S. Industrial Way Kerman, CA 93630 Steve Martinez (559) 284-3236 Office</p>	<p style="text-align: right;">\$522,566.00</p>	<p style="text-align: right;"><u>Start</u> <u>8/2/2018</u> <u>Completion</u> <u>TBD</u></p>
<p><u>2016-2017 Citywide Annual Sewer Rehabilitation</u> Clean & CCTV 17,980 LF, CIPP Lining of 17,980 LF of 6", 8", 10"and 14-Inch sanitary sewer, Top Hats, Bypass Pumping, Traffic Control, Manhole Rehabilitation Point Repairs at various locations.</p>	<p>City of Encinitas 505 S. Vulcan Avenue Encinitas, CA 92024 Kipp Hefner (760) 633-2775 Office</p>	<p style="text-align: right;">\$1,351,415.75</p>	<p style="text-align: right;"><u>Start</u> <u>11/6/2017</u> <u>Completion</u> <u>5/31/2018</u></p>
<p><u>Monrovia Renewal – Northwest Area Infrastructure Improvements Project</u> Clean & CCTV 6,035 LF, CIPP Lining of 6,035LF of 6"and 8-Inch sanitary sewer, Top Hats, Bypass Pumping, Traffic Control, Manhole Rehabilitation Point Repairs at various locations.</p>	<p>Sully-Miller Contracting, Inc. 135 S. State College Blvd, Brea CA 92821 Jesse Flores (714) 578-9600 Office</p>	<p style="text-align: right;">\$335,935.00</p>	<p style="text-align: right;"><u>Start</u> <u>11/15/2017</u> <u>Completion</u> <u>Projected</u> <u>5/31/2018</u></p>
<p><u>Sewer System Repair Project- Montclair CA</u> Clean & CCTV 766 LF, CIPP Lining of 766 LF of 8-Inch sanitary sewer, Bypass Pumping, Traffic Control at various locations.</p>	<p>Vasilj Inc. 15531 Arrow Hwy, Irwindale, CA 91706 John Gavigan (626) 480-1442</p>	<p style="text-align: right;">\$31,980.50</p>	<p style="text-align: right;"><u>Start</u> <u>9/18/2017</u> <u>Completion</u> <u>10/9/2017</u></p>
<p><u>Sewer and AC Water Group 764A</u> Clean & CCTV 7,791 LF, CIPP Lining of 617 LF of 8-Inch sanitary sewer, Bypass Pumping, Traffic Control at various locations.</p>	<p>KTA Construction 821 Tavern Rd. Alpine, CA Adam Ogden (619) 562-9464</p>	<p style="text-align: right;">\$46,611.00</p>	<p style="text-align: right;"><u>Start</u> <u>2/1/2018</u> <u>Completion</u> <u>TBD</u></p>
<p><u>Techite Sewer Replacement, Diversion Structure- Padre Dam</u> Clean & CCTV 390 LF, CIPP Lining of 390 LF of 6-Inch sanitary sewer, Top Hats, Bypass Pumping, Traffic Control at various locations.</p>	<p>Charles King Company 2841 Gardena Avenue Signal Hill, CA 90755 Scott King (562) 426-2974</p>	<p style="text-align: right;">\$36,864.00</p>	<p style="text-align: right;"><u>Start</u> <u>2/26/2018</u> <u>Completion</u> <u>2/27/2018</u></p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>Sewer Rehabilitation Project 2016/2017</u> Clean & CCTV 8,620 LF, CIPP Lining of 8,620 LF of 8” and 10-Inch sanitary sewer, Top Hats, Bypass Pumping, Point Repairs and Traffic Control at various locations.</p>	<p>City of West Hollywood 5 Hutton Centre Drive, Suite 500 Santa Ana, CA 92707 Kieler Smith (949) 330-4172</p>	<p style="text-align: center;">\$861,970.00</p>	<p style="text-align: center;"><u>Start</u> 12/11/2017 <u>Completion</u> Projected 5/30/2018</p>
<p><u>2017 CMP Repairs – City of Poway</u> Clean & CCTV 1,031 LF, CIPP Lining of 1,031 LF of 18” and 24-Inch storm drain, Invert Repairs, Point Repairs and Traffic Control at various locations.</p>	<p>City of Poway 13325 Civic Center Drive Poway, CA 92064 Brian Banzuelo (858) 668-4623</p>	<p style="text-align: center;">\$318,244.00</p>	<p style="text-align: center;"><u>Start</u> 11/10/2017 <u>Completion</u> 12/27/2017</p>
<p><u>18-inch Storm Drain Rehabilitation</u> Clean & CCTV 1,308 LF, CIPP Lining of 1,280 LF of 18” storm drain, invert grouting and Traffic Control at various locations.</p>	<p>The Gill Company 28069 Diaz Rd, Suite B Temecula, CA 92590 Darren Gill (951)501-5623</p>	<p style="text-align: center;">\$108,191.00</p>	<p style="text-align: center;"><u>Start</u> 12/11/2017 <u>Completion</u> 2/1/2018</p>
<p><u>JOC Task P15S004</u> Clean & CCTV 69 LF, CIPP Lining of 69 LF of 24” storm drain, invert grouting and Traffic Control at various locations.</p>	<p>Burtech Pipeline Inc. 102 Second Street, Encinitas, CA 92024 Buddy Aquino (760) 634-2822</p>	<p style="text-align: center;">\$12,915.00</p>	<p style="text-align: center;"><u>Start</u> 4/26/2018 <u>Completion</u> 4/26/2018</p>
<p><u>Caltrans – Contract No. 08-0Q6804</u> Clean & CCTV 520 LF, CIPP Lining of 520 LF of 18” & 24” storm drain, invert grouting and Traffic Control at various locations.</p>	<p>American Pacific Construction 7161 Citrus Valley Ave Eastvale, CA 92880 Ashish Sehgal (559) 577-9999</p>	<p style="text-align: center;">\$130,875.00</p>	<p style="text-align: center;"><u>Start</u> 2/1/2018 <u>Completion</u> 4/25/2018</p>
<p><u>Caltrans – Contract No. 08-0Q6904</u> Clean & CCTV 1,810 LF, CIPP Lining of 1,810 LF of 24” and 30” storm drain, invert grouting and Traffic Control at various locations.</p>	<p>United Engineering & Construction, Inc., 336 N. Central Ave. 10A Glendale, CA 91203 Reza Fard (818) 662-8055</p>	<p style="text-align: center;">\$381,090.00</p>	<p style="text-align: center;"><u>Start</u> 2/1/2018 <u>Completion</u> 5/23/2018</p>
<p><u>Emergency Sewer CCTV for Lake Helix Drive</u> Clean, Remove Tuberculation & CCTV 8” Cast Iron Pipe x 200ft</p>	<p>City of La Mesa 8130 Allison Avenue La Mesa, CA 91942 Hamed Hashemian (760) 975-5856</p>	<p style="text-align: center;">\$8,350.00</p>	<p style="text-align: center;"><u>Start</u> 1/8/2018 <u>Completion</u> 1/30/2018</p>
<p><u>FY2016/17 Gravity Sewer Rehabilitation Project</u> Clean & CCTV, CIPP Lining of 24,064 LF of 6-Inch and 8-Inch sanitary sewer, Traffic Control, Bypass Pumping, Point Repairs.</p>	<p>Ranger Pipelines 1790 Yosemite Ave. San Francisco, CA 94124 Tom Grover (415) 822-3700</p>	<p style="text-align: center;">\$1,072,720.00</p>	<p style="text-align: center;"><u>Start</u> 6/13/2017 <u>Completion</u> 4/19/2018</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>Rehabilitate 10-Inch Siphon</u> Clean & CCTV, CIPP Lining of 250 LF of 10-Inch sanitary sewer siphon, Traffic Control, Bypass Pumping.</p>	<p>City of Laguna Beach - Water Quality Department 505 Forest Avenue Laguna Beach, CA 92651 Hannah Johnson (949) 464-6615</p>	<p>\$56,625.00</p>	<p><u>Start</u> 12/1/2017 <u>Completion</u> 12/5/2017</p>
<p><u>Culvert Repair and Replacement Fiscal Year 2016-17, Oracle Project No. 1020695</u> Clean & CCTV, CIPP Lining of 721 LF of 18", 24", 30", 42" and 71 x 47-Inch storm drain, Traffic Control and invert repairs.</p>	<p>Tri-Group Construction 9580 Black Mountain Road, Ste L San Diego CA, 92126 Hani Assi (858) 689-0058</p>	<p>\$262,898.00</p>	<p><u>Start</u> 2/22/2018 <u>Completion</u> 5/30/2018</p>
<p><u>CIPP Lining of 18" CMP Storm Drain & Void Repair</u> Clean & CCTV, CIPP Lining of 100 LF of 18-Inch storm drain, Traffic Control and invert repairs.</p>	<p>City of Buena Park 6955 Aragon Circle Buena Park, Ca 90622 Frank Moore (714) 562-3708</p>	<p>\$30,000.00</p>	<p><u>Start</u> 12/18/2018 <u>Completion</u> 12/22/2018</p>
<p><u>Regal Road Sewer Main Extension</u> Clean & CCTV 133 LF of 8-Inch sanitary sewer and Traffic Control.</p>	<p>Burtech Pipeline Inc. 102 Second Street, Encinitas, CA 92024 Buddy Aquino (760) 634-2822</p>	<p>\$1,100.00</p>	<p><u>Start</u> 1/18/2018 <u>Completion</u> 1/18/2018</p>
<p><u>Sewer & Water Group -701</u> Clean & CCTV 10,013 LF of 8-Inch sanitary sewer, Rehabilitate 8-inch Sewer, Top Hats and Traffic Control.</p>	<p>Ortiz Corporation 2000 Mc Kinley Avenue National City, CA 91950 Jose Ortiz (619) 434-7925</p>	<p>\$27,864.00</p>	<p><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>Brio & Symphony 12" CIPP</u> Clean & CCTV 336 LF of 12-Inch sanitary sewer, Rehabilitate 12-inch Sewer and Traffic Control.</p>	<p>National Plant Services, Inc. 1461 Harbor Avenue Long Beach, CA 90813 Jeff Garcia (562) 436-7600</p>	<p>\$26,880.00</p>	<p><u>Start</u> 2/6/2018 <u>Completion</u> 2/6/2018</p>
<p><u>Contract No. 02-4G2504 Replace and Rehabilitate Culverts, and Construct RSP</u> Clean & CCTV 460 LF of 21" & 24-Inch storm drain, Rehabilitate 21" & 24-inch storm drain with SPR.</p>	<p>R. Brown Construction Company, Inc. P.O. Box 406 Willow Creek, CA 95573 Roger Brown (530) 629-3702</p>	<p>\$154,060.00</p>	<p><u>Start</u> 7/1/2018 <u>Completion</u> 7/28/2018</p>
<p><u>Ceres Trunk Rehabilitation Project No. 2017-23</u> Clean & CCTV 723 LF of 21-Inch sanitary sewer, Rehabilitate 21-inch sanitary sewer with cured in place liner.</p>	<p>Rolfe Construction 3573 Southern Pacific Ave Atwater, CA 95301 Jorge C. Avelar (209) 358-5548</p>	<p>\$133,241.00</p>	<p><u>Start</u> TBD <u>Completion</u> TBD</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>Caltrans 08-0Q6904 Culvert Repair</u> Clean & CCTV 1,810 LF of 24" & 30-Inch storm drain, Rehabilitate 21" & 24-inch storm drain with CIPP, Cement Spray & SPR lining systems.</p>	<p>United Engineering & Construction, Inc., 336 N. Central Ave. 10A Glendale, CA 91203 Reza Fard (818) 662-8055</p>	<p style="text-align: center;">\$981,090.00</p>	<p style="text-align: center;"><u>Start</u> 4/2/2018 <u>Completion</u> 5/30/2018</p>
<p><u>FY 2018 Gravity Pipeline CIPP Lining Rehabilitation Project</u> Clean & CCTV 7,410 LF of 8", 12" 14" & 15-Inch sanitary sewer, Point repairs, top hats, manhole rehab.</p>	<p>Leucadia Wastewater Division 1960 La Costa Avenue, Carlsbad, CA 92009 Robin Morishita (760) 753-0155</p>	<p style="text-align: center;">\$ 667,998.00</p>	<p style="text-align: center;"><u>Start</u> 5/21/2018 <u>Completion</u> 9/30/2018</p>
<p><u>South Monrovia Renewal South Area Infrastructure Improvements</u> Clean & CCTV 2,850 LF of 6", 8" & 15-Inch sanitary sewer, Point repairs, top hats, sectional lining.</p>	<p>Sequel Contractors, Inc 13546 Imperial Hwy., Santa Fe Springs, CA 90670</p>	<p style="text-align: center;">\$ 215,569.00</p>	<p style="text-align: center;"><u>Start</u> 6/1/2018 <u>Completion</u> TBD</p>
<p><u>Pipeline Rehabilitation AK-1</u> Clean & CCTV, SPR/CIPP Lining of 29,295 LF of 8-Inch sanitary sewer and installation of 497 Top Hats</p>	<p>Burtech Pipeline Inc. 102 Second Street, Encinitas, CA 92024 Buddy Aquino (760) 634-2822</p>	<p style="text-align: center;">\$993,200.00</p>	<p style="text-align: center;"><u>Start</u> 5/14/2018 <u>Completion</u> TBD</p>
<p><u>Cal State San Bernardino Sewer Lining Quote</u> Clean & CCTV, SPR/CIPP Lining of 380 LF of 6-Inch and 10-Inch sanitary sewer.</p>	<p>W.A. Rasic Construction Company, Inc. 4150 Long Beach Blvd. Long Beach, CA 90807 Keith Fouts (562) 928-6111</p>	<p style="text-align: center;">\$35,700.00</p>	<p style="text-align: center;"><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>City of San Diego - Water and Sewer Group 966</u> Clean & CCTV 3,462LF, SPR/CIPP Lining of 477 LF of 12-Inch sanitary sewer and installation of 2 Top Hats</p>	<p>El Cajon Grading & Engineering Co. Inc P.O. Box 967 Lakeside, Ca 92040 Wendy Frisch (619) 561-9840</p>	<p style="text-align: center;">\$49,355.00</p>	<p style="text-align: center;"><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>8-Inch Sanitary Sewer Rehabilitation</u> Clean & CCTV 640 LF, CIPP Lining of 640 LF of 8-Inch sanitary sewer and Top Hats</p>	<p>City of Carlsbad 1200 Carlsbad Village Drive Carlsbad, CA 92008 Don Wasco (619) 561-9840</p>	<p style="text-align: center;">\$49,355.00</p>	<p style="text-align: center;"><u>Start</u> 6/22/2018 <u>Completion</u> 6/25/2018</p>
<p><u>Lining of IVY Glenn Drive Storm Drain Facilities</u> Clean & CCTV 1,200LF, CIPP Lining of 1,200 LF of 18-Inch storm drain.</p>	<p>City of Laguna Niguel, Public Works Department 30111 Crown Valley Pkwy Laguna Niguel, CA 92677 JC Herrera (949) 362-4337</p>	<p style="text-align: center;">\$95,000.00</p>	<p style="text-align: center;"><u>Start</u> 5/2/2018 <u>Completion</u> 6/15/2018</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>Country Club Infiltration Project</u> Clean & CCTV 2,620LF, CIPP Lining of 2,620 LF of 18", 24", 36" 42" & 48-Inch storm drain. Point Repairs Dewatering.</p>	<p>City of Coronado 1825 Strand Way, Coronado, CA 92118 Katherine Odiorne (619) 522-2424</p>	<p>\$1,370,000.00</p>	<p><u>Start</u> 5/21/2018 <u>Completion</u> TBD</p>
<p><u>City of San Joaquin - Sewer Collection System Improvements Project</u> Clean & CCTV 17,585 LF of 6', 8", 10", 12" & 16-Inch sanitary sewer, Rehabilitate 17,585 LF various diameters sanitary sewer with cured in place liner.</p>	<p>Rolfe Construction 3573 Southern Pacific Ave Atwater, CA 95301 Jorge C. Avelar (209) 358-5548</p>	<p>\$598,972.50</p>	<p><u>Start</u> 8/1/2018 <u>Completion</u> TBD</p>
<p><u>El Cajon Sewer & Storm Drain Repair & Replacement</u> Clean & CCTV 8,589 LF of 6-inch to 60-Inch sanitary sewer & storm drain, Rehabilitate 8,589 LF various diameters sanitary sewer and storm drain with cured in place liner.</p>	<p>Burtech Pipeline Inc. 102 Second Street, Encinitas, CA 92024 Buddy Aquino (760) 634-2822</p>	<p>\$701,604.00</p>	<p><u>Start</u> 6/11/2018 <u>Completion</u> TBD</p>
<p><u>San Rafael Storm Drain (Lindaro Pump Station)</u> Clean & CCTV 250LF, CIPP Lining of 250 LF of 24-Inch storm drain. Point Repairs Dewatering.</p>	<p>Terra Pacific Group 201 N. Civic Drive, Suite 135 Walnut Creek, CA 94596 Pat Barrese (925) 667-7464</p>	<p>\$202,750.00</p>	<p><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>Caltrans 12-0Q7504 Culvert Repair</u> Clean & CCTV 1,730 LF of 18", 24" & 30-Inch storm drain, Rehabilitate 18", 24" & 30-inch storm drain with CIPP lining system.</p>	<p>Jabre Contracting Inc., 1813 Manzanita Lane Manhattan Beach, CA 90206 Bob Collins (310) 720-0277</p>	<p>\$199,140.00</p>	<p><u>Start</u> 9/17/2018 <u>Completion</u> TBD</p>
<p><u>Lake Helix Sewer Rehabilitation</u> Clean & CCTV 344 LF of 8 cast-iron sanitary sewer, Rehabilitate with CIPP lining system.</p>	<p>City of La Mesa 8130 Allison Avenue La Mesa CA, 91942 Casey Crown (619) 667-1380</p>	<p>\$48,422.00</p>	<p><u>Start</u> 7/17/2018 <u>Completion</u> 8/31/2018</p>
<p><u>Sanitary Sewer Rehab and Replacement Prgm Project 1</u> Clean & CCTV 10,594 LF of 8", 10" & 12" sanitary sewer, UV Sectionals & Top Hats, Rehabilitate with CIPP lining system.</p>	<p>City of Long Beach 333 W. Ocean Blvd./7th Floor Long Beach, CA 90802 Valeri Karakanov (562) 570-2331</p>	<p>\$575,000.00</p>	<p><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>RFP - Sewer Cured in Place Pipe Repairs 2018</u> Clean & CCTV 3,308 LF of 8" & 10" sanitary sewer, Top Hats, Rehabilitate with CIPP lining system.</p>	<p>Padre Dam Municipal Water District 9300 Fanita Parkway Santee, CA 719003 (619) 258-4635</p>	<p>\$200,003.00</p>	<p><u>Start</u> TBD <u>Completion</u> TBD</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>Santa Barbara – Anacapa St 8” Emergency</u> Clean & CCTV 290 LF of 8” sanitary sewer. Rehabilitate with SPR lining system.</p>	<p>City of Santa Barbara Public Works 630 Garden Street Santa Barbara, CA 93101 Bradley Rahrer (619) 258-4635</p>	<p style="text-align: center;">\$36,270.00</p>	<p style="text-align: center;"><u>Start</u> 6/19/2018 <u>Completion</u> 6/19/2018</p>
<p><u>CalTrans 07-3W9704 -105 Freeway</u> Clean & CCTV 1,320 LF of 18”, 24”, 30” & 36” CMP storm drain. Rehabilitate with CIPP lining system.</p>	<p>Jabre Contracting Inc., 1813 Manzanita Lane Manhattan Beach, CA 90206 Bob Collins (310) 720-0277</p>	<p style="text-align: center;">\$227,790.00</p>	<p style="text-align: center;"><u>Start</u> 8/7/2018 <u>Completion</u> TBD</p>
<p><u>2018 Sewer Main Rehabilitation Project</u> Clean & CCTV 14,425 LF of 8” & 10” rehabilitate sanitary sewer with CIPP lining system.</p>	<p>Ojai Valley Sanitary District 1072 Tico Road Ojai , CA 93023 Jon Turner (805) 658-6800</p>	<p style="text-align: center;">\$425,000.00</p>	<p style="text-align: center;"><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>CIP 18-100 CIPP Lining of Sanitary Sewer System</u> Clean & CCTV 30,480 LF of 6”, 8”, 10”, 15” & 18” rehabilitate sanitary sewer with CIPP lining system.</p>	<p>City of Laguna Beach 505 Forest Avenue Laguna Beach, CA 92651 Hannah Johnson (949) 464-6615</p>	<p style="text-align: center;">\$1,259,748.00</p>	<p style="text-align: center;"><u>Start</u> 9/4/2018 <u>Completion</u> TBD</p>
<p><u>Summerland Emergency 8” Cast Iron Repair</u> Clean & CCTV 150 LF of 8” , rehabilitate sanitary sewer with SPR lining system.</p>	<p>CUSHMAN CONTRACTING CORP. P.O. Box 147 Goleta, California Blair Cushman (805) 964-8661</p>	<p style="text-align: center;">\$30,025.00</p>	<p style="text-align: center;"><u>Start</u> 8/27/2018 <u>Completion</u> 8/28/2018</p>
<p><u>ESR City of Los Angeles - Bonnie Brae</u> Clean & CCTV 110 LF of 8” sanitary sewer with CIPP lining system.</p>	<p>Pipe Tec 5103 Elton Street Baldwin Park, CA 91706 Tom Vukojevic (626) 222-1998</p>	<p style="text-align: center;">\$19,060.00</p>	<p style="text-align: center;"><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>Palisades Slip Lining Phase 2</u> Clean & CCTV 2,348 LF of 6” sanitary sewer. Rehabilitate with CIPP lining system and install new manhole structures & cleanouts.</p>	<p>Lake Arrowhead Community Ser PO Box 700 Lake Arrowhead, CA 92352 Scott Schroeder (909) 336-7136</p>	<p style="text-align: center;">\$366,930.00</p>	<p style="text-align: center;"><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>AC Water & Sewer Group 1018</u> Clean & CCTV 1,000 LF of 8” sanitary sewer. Rehabilitate 1,953 with CIPP lining system and install UV Top Hats.</p>	<p>Orion Construction Corp. Rob Wilson (760) 597-9660</p>	<p style="text-align: center;">\$192,402.50</p>	<p style="text-align: center;"><u>Start</u> TBD <u>Completion</u> TBD</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>City of Vista - Pilot Project Information</u> Clean & CCTV 329 LF of 8” sanitary sewer. Rehabilitate with SPR lining system.</p>	<p>City of Vista 200 Civic Center Drive Vista CA 92804 Elmer Alex (760) 726-1340</p>	<p>\$15,802.00</p>	<p><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>Fulton Road Rehab</u> Clean & CCTV 1,592 LF of 8” sanitary sewer. Rehabilitate with CIPP & SPR lining systems.</p>	<p>Burtech Pipeline Inc. 102 Second Street Encinitas CA 92024 Buddy Aquino (760) 726-1340</p>	<p>\$200,525.00</p>	<p><u>Start</u> 6/2/2018 <u>Completion</u> TBD</p>
<p><u>JOC - Sewer Rehab Phase AT-1</u> Clean & CCTV 39,685 LF of 8” sanitary sewer. Rehabilitate with CIPP & SPR lining systems, install 1,023 UV Top Hats & Post Video.</p>	<p>Burtech Pipeline Inc. 102 Second Street Encinitas CA 92024 Buddy Aquino (760) 726-1340</p>	<p>\$1,907,764.00</p>	<p><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>CMP Rehabilitation FY 2017-18 Measure P</u> 20,659 LF of 18” to 54” CMP Storm Drain Repairs. Rehabilitate with CIPP & SPR lining systems.</p>	<p>Spiniello Companies William Camp (310) 720-0277</p>	<p>\$1,984,764.00</p>	<p><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>LACSD Belvedere Trunk Sewer Rehabilitation</u> 10,260 LF of 15”, 21” & 24” sanitary sewer. Rehabilitate with CIPP lining systems.</p>	<p>Spiniello Companies William Camp (310) 720-0277</p>	<p>\$1,248,340.00</p>	<p><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>SKF Gilroy 18th Avenue Sewer Project</u> 797 LF of 12”, 14” & 18” sanitary sewer. Rehabilitate with SPR lining systems.</p>	<p>Emmitt’s Excavation Inc 6207 E. Clinton Ave Fresno CA 93727 David Walsh (559) 347-9188</p>	<p>\$155,713.00</p>	<p><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>Santa Monica - FY 17/18 Annual Wastewater Main Improvements</u> Clean & CCTV 2,135 LF of 8” sanitary sewer. Rehabilitate with CIPP lining system, install UV Top Hats.</p>	<p>Mike Prlich & Sons Inc. 5103 Elton St Baldwin Park, CA 91706 Lonny Lavin (626) 813-1700</p>	<p>\$156,265.00</p>	<p><u>Start</u> TBD <u>Completion</u> TBD</p>
<p><u>Vellicitos Rock Springs Sewer Replacement</u> Clean & CCTV 2,701 LF of 8”, 12” & 15” sanitary sewer. Rehabilitate 303 LF with CIPP lining system.</p>	<p>Burtech Pipeline Inc. 102 Second Street Encinitas CA 92024 Buddy Aquino (760) 726-1340</p>	<p>\$20,814.00</p>	<p><u>Start</u> TBD <u>Completion</u> TBD</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

<p><u>JOC - Sewer Rehab Phase AO-1</u> Clean & CCTV 42,800 LF of 8", 10" & 12" sanitary sewer. Rehabilitate with CIPP & SPR lining systems, install 413 UV Top Hats & Post Video.</p>	<p>Burtech Pipeline Inc. 102 Second Street Encinitas CA 92024 Buddy Aquino (760) 726-1340</p>	<p style="text-align: center;">\$1,332,009.00</p>	<p style="text-align: center;"><u>Start</u> <u>TBD</u> <u>Completion</u> TBD</p>
<p><u>Caltrans – State Minor B, Solicitation No. 10A2041</u> Clean & CCTV 85 LF of 18" & 30" storm drain. Rehabilitate with CIPP lining systems, install 85LF & Post Video.</p>	<p>Jabre Contracting Inc., 1813 Manzanita Lane Manhattan Beach, CA 90206 Bob Collins (310) 720-0277</p>	<p style="text-align: center;">\$62,850.00</p>	<p style="text-align: center;"><u>Start</u> <u>May 2019</u> <u>Completion</u> TBD</p>
<p><u>(SSRP) H31 Beachwood Drive & Scenic Avenue</u> Clean & CCTV 12,419 LF of 6" & 8" sanitary sewer. Rehabilitate with CIPP lining systems, install 12,419 LF, Top Hats & Post Video.</p>	<p>Vasilj Inc. 15531 Arrow Hwy, Irwindale, CA 91706 Joe Vasilj (626) 480-1442</p>	<p style="text-align: center;">\$1,120,089.00</p>	<p style="text-align: center;"><u>Start</u> <u>TBD</u> <u>Completion</u> TBD</p>
<p><u>(SSRP) H31 Beachwood Drive & Scenic Avenue</u> Clean & CCTV 12,419 LF of 6" & 8" sanitary sewer. Rehabilitate with CIPP lining systems, install 12,419 LF, Top Hats & Post Video.</p>	<p>Vasilj Inc. 15531 Arrow Hwy, Irwindale, CA 91706 Joe Vasilj (626) 480-1442</p>	<p style="text-align: center;">\$1,120,089.00</p>	<p style="text-align: center;"><u>Start</u> <u>TBD</u> <u>Completion</u> TBD</p>





Nu-Line Technologies, LLC Project References – CIPP/SPR

Experience by Diameter

Size	2014	2015	2016	2017	2018	2019 WIP*	2020	Total
6"	1,668	4,543	8,249	8,654	36,158	9,519	0	68,791
8"	38,410	44,062	133,915	119,261	99,197	54,669	0	439,514
10"	516	773	4,878	1,250	9,294	2,002	0	18,713
12"	0	1,779	2,607	4,389	2,758	2,464	0	13,997
14"	0	102	448	0	641	221	0	1,412
15"	330	1,222	768	3,368	718	5,829	0	12,235
16"	0	285	0	0	0	1,594	0	1,879
18"	327	962	938	3,425	3,857	1,045	0	10,554
20"	0	0	0	0	1,720	0	0	1,720
21"	0	5,478	309	506	775	2,229	0	9,297
24"	95	952	1,141	2,053	4,038	6,030	0	14,309
27"	0	0	0	0	288	0	0	288
30"	0	656	779	701	1,003	250	0	3,389
33"	0	144	0	0	44	0	0	188
36"	0	40	882	40	1,448	0	0	2,410
39"	0	0	0	190	0	0	0	190
42"	0	61	0	180	1,166	0	0	1,407
48"	0	0	0	0	574	0	0	574
54"	0	0	0	0	214	0	0	214
60"	0	0	542	0	483	0	0	1,025
Total	41,346	61,059	155,456	144,017	164,376	85,852	0	652,106





Education

- Azusa High School, Azusa, CA

Training

- Confined Space training Boom certification
- Forklift certification
- CPR training
- Alcohol and Drug training.

Jorge Beltran

Superintendent

Professional Experience

Mr. Beltran has over twenty years' experience in the construction, trenchless technology and pipeline rehabilitation industry with a Career progression from a Laborer to Foreman up to a Superintendent. His expertise with the large diameter CIPP and Rib Loc sewer/storm drain lining include extensive knowledge in sewer bypass operations.

Nu-Line Technologies Operations Manager

- Leads scheduling, managing and organization of Nu-Line Technologies, LLC field activities.
- Provides technical and project approach guidance to Nu-Line Technologies field personnel.
- Communicates with owner's field representatives, site engineers, inspectors and subcontractor supervisors on project-related matters.
- Assist GM and Estimator with Project Estimates for bids
- Analyze and solve all field-related problems (Equipment, Installation, Personnel, Etc.).
- Develop and implement sewer bypass systems. Train field employees with proper use.
- Identifies, initiates and controls project revisions and field changes.
- Reviews project costs and assists in developing project budgets.

RePipe-California Superintendent

- Responsible for management of crews for the installation of Both CIPP and RibLoc Pipe Rehabilitation Systems.
- Reports to the Operations and Project Managers with regard to Daily construction progress and activities.
- Schedules and manages weekly construction work and man-hours, and reports daily
- Construction hours and progress from lining Foremen and Cutters, to Operations and Accounting.
- Oversee daily bypass and traffic control (set-up, operation, tear-down)
- Provides field technical support, problem solving and Troubleshooting.
- Interaction and contact with City Engineers and Inspectors.
- Works in conjunction with Project Estimator on job walks prior To project bid.

**Preussag Pipe Rehabilitation, Inc.
Superintendent**

Management of crews for the installation of the RibLoc Pipe Rehabilitation System.

- Reported construction progress and activities.
- Managed weekly schedules.
- Provides field technical support, problem solving and Troubleshooting.
- Worked directly with project managers

**G.B. Cooke Pipeline Rehabilitation
Installation Supervisor**

- Responsibility for the supervision and scheduling of crews.
- Schedule projects, complete daily reports, complete employee time sheets, run projects and complete yearly employee evaluations.

**Insituform, Southwest
Installation Supervisor**

- Responsibility for the supervision and scheduling of crews.
- Schedule projects, complete daily reports, complete employee time sheets, run projects and complete yearly employee evaluations.
- Began employment as a Laborer and was promoted to a Supervisor.



Education

- Lynwood High School, Lynwood, CA

Training

- Confined Space training Boom certification
- Forklift certification
- CPR training
- Alcohol and Drug training.

Cesar Magana

Foreman

Professional Experience

Mr. Magana has over six years' experience in the construction, trenchless technology and pipeline rehabilitation industry, with a Career progression from a Laborer to Foreman. His expertise is with CIPP sewer/storm drain lining and includes extensive knowledge in sewer bypass operations.

Nu-Line Technologies

Foreman

- Leads scheduling, managing, and organization of Nu-Line Technologies CIPP installation field activities.
- Provides technical and project approach guidance to Nu-Line Technologies field personnel.
- Communicates with owner's field representatives, site engineers, inspectors and subcontractor supervisors on project-related matters.
- Assists GM and Estimator with Project Estimates for bids.
- Analyzes and solves all field-related problems (Equipment, Installation, Personnel, Etc.).
- Develops and implements sewer bypass systems.
- Identifies, initiates, and controls project revisions and field changes.
- Reviews project costs and assists in developing project budgets.

RePipe-California

Laborer/Driver

- Responsible for the installation of CIPP Pipe Rehabilitation Systems.
- Oversaw daily bypass and traffic control (set-up, operation, and tear-down).

Kenny Construction

Foreman

- Management of crews for the installation of the CIPP Pipe Rehabilitation System.
- Reported construction progress and activities.
- Managed weekly schedules.
- Provide field technical support, problem solving, and troubleshooting.
- Worked directly with project managers

RePipe-California

Laborer/Driver

- Responsible for the installation of CIPP Pipe Rehabilitation Systems.
- Oversaw daily bypass and traffic control (set-up, operation, and tear-down).



Education

- Covina High School

Training

- Confined Space Training
- CCTV, Lateral Cutting and Chemical Grouting

Fernando Uribe

CCTV/Cutter Operator

West Coast Region

Professional Experience

With Over ten years' experience in the construction and pipeline rehabilitation industry, Mr. Uribe has progressed from a Technician, Supervisor and Superintendent in the Rib Loc, Cured-In-Place, and Fold & Form pipelining methods. Additionally he has successfully trained CCTV and Cutter operators for Burtech Pipeline.

Nu-Line Technologies, LLC

Cutter/CCTV Operator

Oversee Cutting and CCTV Crew

Operation and maintenance of Cues equipment

Development and training of new employees.

Continuing education and research for development of efficiencies for lateral cutting.

Investigation, development and training of new technologies.

Repipe-California

Cutter/CCTV Operator

CCTV, Cutting and Lateral Grouting

Operation and maintenance of Cues equipment

Development and training of new employees.

Continuing education and research for development of efficiencies for lateral cutting.

Investigation, development and training of new technologies.

Preussag Pipe Rehabilitation, Inc.

Cutter/CCTV Operator

Operation and maintenance of Cues equipment.

Coordination of the Training for new technicians.

Research and development for efficiency of lateral cutting.



Education

- Serrano High School – Phelan, CA

Training

- Confined Space training Boom certification
- Forklift certification
- CPR training
- Alcohol and Drug training.

Joe Zilius

Foreman

Professional Experience

Mr. Zilius has over fifteen years' experience in the construction, trenchless technology and pipeline rehabilitation industry with a Career progression from a Laborer to Foreman. His expertise is with both CIPP and Spiral Wound Lining systems in sewer/storm drain lining include extensive knowledge in sewer bypass operations.

Nu-Line Technologies Foreman

- Responsible for management of crews for the installation of both CIPP and RibLoc Pipe Rehabilitation Systems
- Provides technical and project approach guidance to Nu-Line Technologies field personnel.
- Communicates with owner's field representatives, site engineers, inspectors and subcontractor supervisors on project-related matters.
- Assist GM and Estimator with Project Estimates for bids
- Analyze and solve all field-related problems (Equipment, Installation, Personnel, Etc.).
- Develop and implement sewer bypass systems. Identifies, initiates and controls project revisions and field changes.
- Reviews project costs and assists in developing project budgets.

Arizona Pipeline Laborer

- Responsible for management of crews for the installation of dig and replace pipeline systems.
- Oversee daily bypass and traffic control (set-up, operation, and tear-down)
- Provides field technical support, problem solving and troubleshooting.



Education

- Rio Hondo Community College
- Arroyo High School, El Monte, CA

Training

- Small Crane Truck Certificate
- Commercial Class A Drivers License,
- Forklift certification.

Certifications

- 1995 Employee of the Year –Insituform Southwest.

Frank Durazo

*Operations Manager
West Coast Region*

Professional Experience

Mr. Durazo has over twenty years' experience in the trenchless technology industry with experience in Cured-In-Place and Rib Loc pipelining processes including CIPP Wetout. Using his expertise he has progressed from a supervisor to Warehouse Foreman and was promoted to the position of Project Manager.

Nu-Line Technologies Operations Manager

- Leads scheduling, managing and organization of Burtech Pipeline field activities.
- Provides technical and project approach guidance to Nu-Line Technologies field personnel.
- Communicates with owner's field representatives, site engineers, inspectors and subcontractor supervisors on project-related matters.
- Assist GM and Estimator with Project Estimates for bids
- Analyze and solve all field-related problems (Equipment, Installation, Personnel, Etc.).
- Develop and implement sewer bypass systems. Train field employees with proper use.
- Identifies, initiates and controls project revisions and field changes.
- Reviews project costs and assists in developing project budgets.

Repipe-California, Inc., Ontario, CA Operations Manager

- Leads scheduling, managing and organization of Repipe-CA field activities.
- Provides technical and project approach guidance to Repipe-CA field personnel.
- Communicates with owner's field representatives, site engineers, inspectors and subcontractor supervisors on project-related matters.
- Assist GM and Estimator with Project Estimates for bids
- Analyze and solve all field-related problems (Equipment, Installation, Personnel, Etc.).
- Develop and implement sewer bypass systems. Train field employees with proper use.
- Identifies, initiates and controls project revisions and field changes.
- Reviews project costs and assists in developing project budgets.

Repipe-California, Inc. Ontario, CA Project Manager/Project Scheduler

- Responsible for scheduling and ordering of all lining materials, wet-out and delivery.
- Manage multiple CIPP and Rib Loc projects simultaneously from \$100k to \$2.5M.
- Review of job costs to ensure profitable projects.
- Prepare submittals, schedules, cost estimates, and interact with clients and contractors
- Assist GM and Estimator with Project Estimates for bids

**Repipe-California, Inc, Santa Ana, CA
Warehouse Foreman/Project Scheduler**

- Responsible for scheduling and ordering of all lining materials, wet-out and delivery.
- Maintain and repair of all Repipe-CA construction equipment and vehicles, management of all inventory and job-related materials, ordering of equipment materials and supplies, assistance to field as required on-site with Rib Loc, or CIPP installations, and establishment and maintenance of warehouse operations.
- Identify and negotiate with new suppliers
- Performs as the acting Safety Director and assures that OSHA safety compliance is adhered to in the field, corporate office and within the warehouse environment.

**Preussag Pipe Rehabilitation
Warehouse Foreman**

- Responsible for the maintenance and repair of all PPR construction equipment and vehicles, management of all inventory and job-related materials, ordering of equipment materials and supplies, assistance to field as required on-site with RibLoc, or CIPP installations, and establishment and maintenance of warehouse operations.
- Responsible for resourcing equipment and material vendors.
- Mechanical assistance to jobsite and field personnel.
- Oversee Driver Vehicle Inspection Reports and Driver Daily Logs for DOT Bit Inspections and coordinates quarterly maintenance for corporate fleet in preparation of DOT bit inspections.
- Performs as the acting Safety Director and assures that OSHA safety compliance is adhered to in the field, corporate office and within the warehouse environment.

**National Liner-West, Gardena, CA
Installation Supervisor**

- Supervision of the impregnation and installation for Cured-In-Place trenchless lining system for the Western Region of the United States.
- Installation Supervisor for 10 crewmembers for the U-Liner Fold and Form Lining System.
- Additional responsibilities included daily reporting to inspectors from various cities and counties, purchasing and ordering of equipment and materials and scheduling of equipment and personnel for projects.

**Cooke Pipeline Rehabilitation
Installation Supervisor**

- Supervision for the impregnation and installation procedures for Cured-In-Place trenchless pipeliners and the Ultra-Liner Fold and Form System pipelining system.
- Acted as Purchasing Agent for equipment and materials for the jobsites and was responsible for bypass planning and traffic control setup.

**Insituform, Southwest
Installation Supervisor**

- Responsible for the impregnation procedure for the trenchless Cured-In-Place Lining System.
- Responsible for job scheduling; personnel and equipment, purchasing and ordering of materials and field sample testing and reporting.

Senior Welder

- Responsible for welding and fabrication of equipment for the snack food industry.
- Additional responsibilities included blueprint design, research and development for prototypes.



20520 Unico Road
McKenney, VA 23872
804.451.3667

January 15, 2015

To Whom it may concern:

Hector Mora is certified and approved by Ferratex Inc. as a boiler technician. He has vast experience in the installation and curing of Ferratex products.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gerhard Rodenberger', with a long horizontal flourish extending to the right.

Gerhardt Rodenberger



October 29, 2017

To Whom It May Concern:

This letter is to certify that the following licensee of Sekisui SPR Americas LLC has been trained and certified to install SPR-EX spiral wound liners.

Nuline Technologies – Effective date – November 2015

With the license, the customer has purchased equipment as well as completed a training course on the proper installation method of SPR-EX spiral wound rehabilitation process.

Kind Regards,

Joseph P. Dominguez
Sr. Technical Services Engineer,
Sekisui SPR Americas LLC



August 14, 2015

Nu-Line Technologies, LLC
102 Second Street
Encinitas, CA 92024

CERTIFICATE OF INSTALLER

To Whom It May Concern:

This certificate verifies that **Nu-Line Technologies, LLC** has received all necessary Training for the preparation and installation procedures for the **Cosmic "TOPHAT" Lateral connection & Short liner spot repair sealing systems.** Nu-Line Technologies, LLC has been certified since January 2015.

If there are any questions, please contact Chris Scarratt at information listed below.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Scarratt", is written over a light blue, curved swoosh that matches the Cosmic Engineering logo.

Chris Scarratt
Cosmic Engineering GmbH

SUBCONTRACTOR LISTING

(OTHER THAN FIRST TIER)

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 is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor) - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).**

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: _____ Address: _____ N/A City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

**** USE ADDITIONAL FORMS AS NECESSARY ****

City of San Diego

CITY CONTACT: Taylor Cox, Contract Specialist, Email: TJCox@sandiego.gov
Phone No. (619) 533-3033

ADDENDUM A



FOR

SEWER GROUP 776A

BID NO.:	<u>K-20-1920-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-16034</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>4</u>
PROJECT TYPE:	<u>JA</u>

DUE DATE:

**2:00 PM
APRIL 21, 2020**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

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

B. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Section 3, Control of Work, Subsection 3-9, Technical Studies and Subsurface Data, items 5 and 6, page 38, **DELETE** in their entirety and **SUBSTITUTE** with the following:
 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Biological Resources Letter Report, dated March 6, 2017 by Dudek.
 - b) Geotechnical Monitoring Memo dated October 31, 2016 by Dudek.
 - c) "Geotechnical Investigation" dated October 27, 2016 by Geocon".
 6. The reports listed above are available for review at the following link:
<https://filecloud.sandiego.gov/url/q2umh9gbrjfwu9qa>

James Nagelvoort, Director
Public Works Department

Dated: *March 23, 2020*
San Diego, California

JN/AJ/mlw

City of San Diego

CITY CONTACT: Taylor Cox, Contract Specialist, Email: TJCox@sandiego.gov
Phone No. (619) 533-3033

ADDENDUM B



FOR

SEWER GROUP 776A

BID NO.:	<u>K-20-1920-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-16034</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>4</u>
PROJECT TYPE:	<u>JA</u>

BID DUE DATE:

**2:00 PM
APRIL 21, 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

04/08/2020

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. REQUIRED DOCUMENTS SCHEDULE

1. To Required Documents Schedule, pages 4 through 5, **DELETE** in their entirety and **SUBSTITUTE** with pages 6 through 7 of this Addendum.

C. BIDDER'S QUESTIONS

- Q1. Bid item #25 is described as "Sewer Main (5 Inch, SDR-26)". This should be 15" Sewer Main. Please correct this typographical error.
- A1. Bid item description updated. See change per this addendum.
- Q2. Bid Item #39 for "Pipe Bursting" lists a quantity of 500 LF. There is only about 222 LF of 12" Pipe Bursting shown on Drawings C-2 and C-3 of the plans. There is another 271 LF of 12" Trenchless Pipe shown on Drawing C-2 between MH #7 and MH #8. Is this section intended to be installed by pipe bursting? If so, the vertical alignment will need to be changed since the existing 8" VCP is at a lower elevation than the new 12" pipe. If this section is intended to be installed as part of Bid Item #23 for "Sewer Main (12 Inch) Trenchless with Steel Casing", the drawing should be modified to show the steel casing and the quantity for Bid Item #23 should be increased from 659 LF to 930 LF, with the quantity for Bid Item #39 decreased from 500 LF to 222 LF. Please clarify the type of installation for the 12" pipe between MH # 7 and MH # 8 and adjust the bid item quantities as necessary.
- A2. Section between MH#7 and MH#8 is intended to be part of bid item #23 "Sewer Main (12 Inch) Trenchless with Steel Casing". Quantity for bid item #23 has been increased from 659 LF to 930 LF per this addendum.
- Q3. Bid Item #43 is for 50 LF of "Additional Point Repair for Existing Sewer Main (6 Inch)". However, there is no bid item for 6" Point Repairs that would cover the first 8 LF of each 6" point repair. The only 6" Sewer Pipe to be rehabbed is shown on Drawing C-6, and there are no point repairs shown on this drawing. Please clarify if any 6" point repairs are anticipated and if so, add a bid item for an "each" quantity to cover the first 8' of any individual 6"

point repair. If no 6" point repairs are anticipated please delete Bid Item #43.

- A3. Item #43 deleted. Bid item for Point Repair for existing sewer main (6") added in this addendum.
- Q4. Bid Item #48 is for 10 each of "Rehabilitate Existing Lined Manhole with Locking Device". There are only six (6) Manholes to be rehabilitated shown on the contract drawings; MH #11, 12,13,14,15, and 16. Please decrease the quantity for Bid Item #48 from 10 each to 6 each.
- A4. Correct quantity for bid item #48 should be 9 EA. Bid item quantity updated per this addendum
- Q5. Bid Items #49 and #50 list a total of 13 each "Sewer Lateral Rehabilitation with Cleanout". The contract plans only show two (2) laterals on drawing C-8 with the legend "L" to be rehabilitated. There are 12 other sewer laterals on Drawings C-4 through C-8 with the legend "C" which indicates that these laterals are to be connected to the rehabilitated sewer main (Bid Item #47) but not rehabilitated. Please clarify if all of the laterals marked "L" and "C" are to be rehabilitated or only those marked "L". If only the 2 marked "L" are to be rehabilitated please adjust the quantities of Bid Items #49 and #50 as necessary.
- A5. There is Bid item #47 "Service Lateral Connection" for all laterals marked as "C", quantity updated from 13 to 14 to reflect total count from sheets C-2 to C-8. Bid item #49 quantity was updated to include the two laterals on drawing C-8 with legend "L". Laterals marked as "S" and "L" are to be rehabilitated, laterals marked as "C" are only lateral connections.

D. CERTIFICATIONS AND FORMS

- 1. To Electronically Submitted Forms, page 197, **DELETE** in its entirety and **SUBSTITUTE** with page 8 of this Addendum.
- 2. To Debarment and Suspension Certification (Prime Subcontractor) Form, page 201, **DELETE** in its entirety and **SUBSTITUTE** with page 9 of this Addendum.
- 3. To Debarment and Suspension Certification (For Subcontractors/Suppliers/Manufacturers) Form, page 202, **DELETE** in its entirety and **SUBSTITUTE** with page 10 of this Addendum.

E. ADDITIONAL CHANGES

1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **Stricken-out**.

Section	Item Code	Description	UoM	Quantity	Payment Reference
Main Bid	237110	Sewer Main (12 Inch) Trenchless with Steel Casing	LF	659 930	306-15.1
Main Bid	237110	Sewer Main, (5 -15 Inch, SDR-26)	LF	966	306-15.1
<u>Main Bid</u>	<u>237110</u>	<u>Point Repair for Existing Sewer Main (6 Inch)</u>	<u>EA</u>	<u>1</u>	<u>500-4.7</u>
Main Bid	237110	Additional Point Repair for Existing Sewer Main (6 Inch)	LF	50	500-4.7
Main Bid	237110	Service Lateral Connection	EA	13 14	501-9
Main Bid	237110	Rehabilitate Existing Lined Manhole with Locking Device	EA	10 9	502-8
Main Bid	237110	Service Lateral Rehabilitation with Cleanout up to 7 ft in Depth	EA	3 6	503-6

James Nagelvoort, Director
Public Works Department

Dated: *April 9, 2020*
San Diego, California

JN/AJ/rd

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 (PDF via PlanetBids)	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 for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5PM Next Business Day After Bid Opening	5 APPARENT LOW BIDDERS
8.	SLBE Good Faith Effort Documentation	Within 3 working days of bid opening	ALL BIDDERS
9.	Form AA60 – List of Work Made Available	Within 3 working days of bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	Contractor's Experience and Past Project Documentation. See SSPs and 2018 WB Section 500-2.1, "Initial Submittals"	At Time of Bid	ALL BIDDERS
11.	Manufacturer Authorized Installer Certification. See SSP and 2018 WB Section 500-2.1, "Initial Submittals"	At Time of Bid	ALL BIDDERS
12.	Phased Funding Schedule Agreement	Within 10 working days of receipt by the bidder of the Notice of Intent to Award.	APPARENT LOW BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
13.	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
14.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	APPARENT LOW BIDDER
15.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	APPARENT LOW BIDDER
16.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

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. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- A. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**
- E. SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS**
- F. CONTRACTOR’S EXPERIENCE AND PAST PROJECT DOCUMENTATION. SEE SSP AND 2018 WB SECTION 500-2.1, INITIAL SUBMITTALS, ITEM 1, a.**
- G. MANUFACTURER AUTHORIZED INSTALLER CERTIFICATION. SEE SSP AND 2018 WB SECTION 500-2.1, INITIAL SUBMITTAL, ITEM 1, b.**

DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

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 and 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

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: _____

Certified By _____ Title _____

Name _____ Date _____
 Signature _____

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

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: _____

Certified By _____ Title _____
Name

_____ Date _____
Signature

USE ADDITIONAL FORMS AS NECESSARY

A. CHANGES TO CONTRACT DOCUMENTS

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

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

James Nagelvoort, Director
Public Works Department

Dated: *April 13, 2020*
San Diego, California

JN/AJ/rd

City of San Diego

CITY CONTACT: Taylor Cox, Contract Specialist, Email: TJCox@sandiego.gov
Phone No. (619) 533-3033

ADDENDUM D



FOR

SEWER GROUP 776A

BID NO.:	<u>K-20-1920-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-16034</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>4</u>
PROJECT TYPE:	<u>JA</u>

BID DUE DATE:

**2:00 PM
MAY 12, 2020**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. On this project, specifically sheets 6,7,8,9, there are identified 5 "Connect to Existing Manhole". The question is these are on existing sewer pipe that is being rehabilitated. Standard practice is you connect to manholes when installing new pipe to existing manholes. The plans say we are connecting to existing manhole, but if the pipe is currently connected to the manhole, what is the scope of work for these 5 locations?

A1. There is no work at those manholes. The connecting manholes will be where the rehabbed main ends. No connection is required at these locations.

Q2. On sheets 6,7,9 the plans call out rehabilitation of 5 manholes that are currently lined, what is the scope of work for the existing manholes that are lined? If they are PVC lining or Poly lined makes a big difference, we need to know what the scope of work is at these locations.

A2. Scope for those manholes are to rehab the manholes. The lining material to be used by contractor will be any material that is currently on the City's Approved Materials List.

Q3. The trenchless installations, what type of Trenchless is the City requiring?

A3. Trenchless method will be left to the Contractor.

Q4. For rehabbing of existing lined manhole with locking device, Item No. 48.

Is the intention to remove existing coating and re-line or is this just for replacement of locking frame and covers?

A4. Both. Refer to Section 502 of the Greenbook for more information.

James Nagelvoort, Director
Public Works Department

Dated: *May 7, 2020*
San Diego, California

JN/AJ/rd

A. CHANGES TO CONTRACT DOCUMENTS

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

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

James Nagelvoort, Director
Public Works Department

Dated: *May 11, 2020*
San Diego, California

JN/AJ/rd

City of San Diego

CITY CONTACT: Taylor Cox, Contract Specialist, Email: TJCox@sandiego.gov
Phone No. (619) 533-3033

ADDENDUM F



FOR

SEWER GROUP 776A

BID NO.:	<u>K-20-1920-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-16034</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>4</u>
PROJECT TYPE:	<u>JA</u>

BID DUE DATE:

2:00 PM
JUNE 1, 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

05/13/2020

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. At Station 23+52.10, it says to Rehab this existing Lined Manhole. However, this manhole is at the location of a pit for the 12" trenchless. These manholes will have to be removed for the trenchless pit construction and the subsequent trenchless installation. There is not a bid item for a new "Lined Manhole with Locking".

A1. Manhole No. 11 will be new, and not rehabbed. Bid Item for "Manhole (4ft x 3 ft) with Locking Device and Waterproof Exterior Wall" will be increased by one (1). See changes to plans and bid list per this addendum.

C. SUPPLEMENTARY SPECIAL PROVISIONS

1. To the Contract Documents, page 35, **ADD** the following:

PART 0 – EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A – GENERAL REQUIREMENTS

0-12 CONTRACT RECORDS AND REPORTS. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.

3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a) **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
 4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.
2. To SECTION 1, GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS, Subsection 1-2, TERMS AND DEFINITIONS, Items 43, Field Order, 102, Walk-through, 108, Substantial Completion, 109, Acceptance of Work, and 110, Occupancy, pages 35 through 36, **DELETE** in their 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. The unused portion of the Field Order shall revert to the City upon Acceptance.
 102. **Walk-through** - An inspection the City uses to verify the completion of the Project or phase of the Project and to generate a Punchlist prior to Acceptance.
 108. **Acceptance** – When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.

109. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
110. **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.
3. To SECTION 1, GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS, page 36, **ADD** the following:

1-7.2 Contract Bonds. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
 - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.
 - b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

- i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
 - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on

the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.

- ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:

Deputy Director
Construction Management and Field Engineering Division
9573 Chesapeake Drive San Diego, CA 92123

4. To SECTION 3, CONTROL OF THE WORK, Subsection 3-13.1.2, Walk-through and Punchlist Procedure, item 8, page 40, **DELETE** in its entirety and **SUBSTITUTE** with the following:

8. The Engineer shall meet with you within 5 Working Days of notification that 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.

5. To SECTION 7, MEASUREMENT AND PAYMENT, Subsection 7-3.1, General, page 52, **DELETE** in its entirety and **SUBSTITUTE** with the following:

7-3.1 General. To the "GREENBOOK" and "WHITEBOOK", paragraph (8), **DELETE** in its entirety and **SUBSTITUTE** with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to your failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment in accordance with applicable laws.

To the "WHITEBOOK", ADD the following:

1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements.
 2. As provided in §7105 of the California Public Contract Code, if the Contract is not financed by revenue bonds, you are not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an act of God, in excess of 5% of the Contract Price, if the following occur:
 - a) The Project damaged was built in accordance with the Contract requirements.
 - b) There are no insurance requirements in the Contract for the damages.
 3. The Lump Sum Bid item for "Temporary Creek Bridge" shall include furnishing, installing, maintaining, design, labor, equipment, hauling, demolitions, disposal associated with the temporary bridges at 2 creek crossings as shown in the contract plans. You shall provide a temporary bridge to cross the creek at two (2) locations during construction to avoid impacts to the creek. The bridge shall be placed on top of a barrier wall and restrained by rail road ties with backfill all around and should be long, wide, and strong enough to handle loaded dump trucks, excavators, Ready Mix trucks, and other heavy construction equipment needed to construct the project, to pass. A City submittal approval is required prior to creek bridge purchase and installation.
6. To SECTION 7, MEASUREMENT AND PAYMENT, page 52, **ADD** the following:
- 7-3.2 Partial and Final Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
1. The Final Payment, which is the release of Retention, shall be paid to you after you have successfully submitted the following required documents:
 - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which

the City or the City's property might be responsible for or encumbered by.

- b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
- c) Consent of Surety to Final Payment.
- d) If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.
- e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
- f) Required EOCP Final Summary Report in accordance with Section 0-12, "Contract Records and Reports", record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.
- g) Acceptance of the completed Project by the asset owning Department.

To the "WHITEBOOK", ADD the following:

- 2. Submit an invoice for payment after you successfully complete the required documents and the City will pay the invoice within 30 Calendar Days. The City will pay 6% annually for late retention payments.

7-3.2.2 Amount of Progress Payments. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The City will pay 6% annually for late progress payments.

2. Progress payments will be considered "late" if the following occur:
 - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice. A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has not disputed any portion of the application within 7 Calendar Days of the date of submission.
 - b) The application for payment does not require signing of a Contract Change Order.
3. The Engineer may withhold payment for any of the following reasons:
 - a) Defective or incomplete Work.
 - b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".
 - c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
4. The Engineer may back charge the contract for any of the following reasons:
 - a) Defective or incorrect Work not remedied.
 - b) Damage to City property or a third party's property that was caused by you.
 - c) Liquidated Damages.

7-3.2.3 Waiver of Claims at Final Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your acceptance of Final Payment constitutes a waiver of affirmative Claims by you, except those previously made in writing and identified as unsettled at the time of Final Payment.

7-3.2.4 Withholding of Payment and Back Charge. To the "WHITEBOOK", DELETE in its entirety.

7-3.5.1, General, To the WHITEBOOK, **ADD** the following:

2. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.

D. ADDITIONAL CHANGES

1. The following are additional changes to the Line Items in the PlanetBids Tab:
For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **Stricken out**.

Section	Item Code	Description	UoM	Quantity	Payment Reference
Main Bid	237110	Manholes (4 ft x 3 ft) with Locking Device and Waterproof Exterior Wall	EA	3 <u>4</u>	306-16.6
Main Bid	237110	Rehabilitate Existing Lined Manhole with Locking Device	EA	9 <u>5</u>	502-8

E. PLANS

1. Drawing Sheets Numbered 39232-01-D, 39232-05-D, and 39232-07-D, **DELETE** in their entirety and **REPLACE** with pages 11 through 13 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *May 19, 2020*
San Diego, California

JN/AJ/rd

CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- NOTIFY SD&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SD&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES, (I.E., 69 KV & HIGHER)
- LOCATE AND RECONNECT ALL SEWER LATERALS. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY, LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS. LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 402-UTILITIES
- EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.

CONSTRUCTION STORM WATER PROTECTION NOTES

1. TOTAL SITE DISTURBANCE AREA (ACRES) 0.2
 HYDROLOGIC UNIT/ WATERSHED PUEBLO SAN DIEGO HU/ San Diego Bay Watershed
 HYDROLOGIC SUBAREA NAME & NO. CHOLLAS/908.22

2. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE

WPCCP
 THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

SWPPP
 THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWO AS AMENDED BY ORDER 2010-0014-DWO AND 2012-0006-DWO

TRADITIONAL RISK LEVEL 1 □ 2 □ 3 □
 LUP: RISK TYPE 1 □ 2 □ 3 □

3. CONSTRUCTION SITE PRIORITY
 ASBS □ HIGH □ MEDIUM LOW

MONUMENTATION / SURVEY NOTES

THIS MAP WAS CREATED FROM A PARCEL LAYER AND DOES NOT DEPICT THE ACTUAL LOCATION OF THE PROPERTY LINES. NO BOUNDARY ANALYSIS WAS PERFORMED. THE SURVEY MONUMENTS HAVE BEEN LOCATED BY SURVEY GRADE MEASUREMENTS, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. THE CITY OF SAN DIEGO LAND SURVEYORS SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS, WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED WITH THE COUNTY SURVEYOR. IF ANY HORIZONTAL OR VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ANY HORIZONTAL CONTROL AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION IF THE CITY OF SAN DIEGO SURVEY SECTION IS NOT NOTIFIED PRIOR TO CONSTRUCTION. THE FILING OF A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE SHALL BE FILED WITH COUNTY SURVEYOR. A COPY OF THE FILED DOCUMENT SHALL BE FURNISHED TO THE CITY OF SAN DIEGO SURVEY SECTION.

ABBREVIATIONS

ABAND	ABANDON	EL, ELEV	ELEVATION	O/VHD	OVER HEAD
ABAND'D	ABANDONED	ELEC	ELECTRIC	PVC	POLYVINYL CHLORIDE
AC	ASBESTOS CEMENT PIPE	EX, EXIST	EXISTING	PROP	PROPOSED
AHD	AHEAD	E/O	EAST OF	RED	REDUCER
ASSY	ASSEMBLY	F	FLANGE	RT	RIGHT
BFV	BUTTERFLY VALVE	FH	FIRE HYDRANT	§	SURVEY LINE
BK	BACK	FS	FIRE SERVICE	SD&A	SAN DIEGO & ARIZONA EASTERN RAILROAD
BTWN	BETWEEN	GV	GATE VALVE	SOTI	SAN DIEGO TROLLEY INC.
CATV	CABLE TV	HDPE	HIGH-DENSITY POLYETHYLENE	SO	STUB OUT
CI	CAST IRON PIPE	HP	HIGH PRESSURE	S/O	SOUTH OF
C	CENTER LINE	IE	INVERT ELEVATION	SWR	SEWER
COND	CONDUIT	LT	LEFT	TEL	TELEPHONE
CONT	CONTINUED	MJ	MECHANICAL JOINT	UNK	UNKNOWN
CONTR	CONTRACTOR	MTS	SAN DIEGO METROPOLITAN	VC	VITRIFIED CLAY PIPE
DB	DIRECT BURIED		TRANSIT SYSTEM	WM	WATER METER
DI	DUCTILE IRON	MTD	MULTIPLE TELEPHONE DUCT	WTR	WATER
EB	ENCASED BURIED	N/O	NORTH OF	W/O	WEST OF

EXISTING STRUCTURES

EX WATER MAIN & VALVES	-----○-----	EX GROUND LINE (PROFILE)	=====
EX WATER METER	-----□-----	EX TRAFFIC SIGNAL	○XTS
EX FIRE HYDRANT	○-○	EX STREET LIGHT	+ SL
EX SEWER MAIN & MANHOLES	-----○-----	GAS MAIN	-----T-----
EX DRAINS	=====	ELEC. COND., TEL. COND., CATV	---E---T---C---
EX PAVEMENT (PROFILE)	//////	RAILROAD, TROLLEY TRACKS	=====

PROPOSED SEWER MAIN

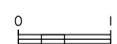
LOCATION OF EXISTING SURVEY MONUMENT

*

CONSTRUCTION CHANGE / ADDENDUM

CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
F	5/13/2020	5,7	

WARNING



IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.



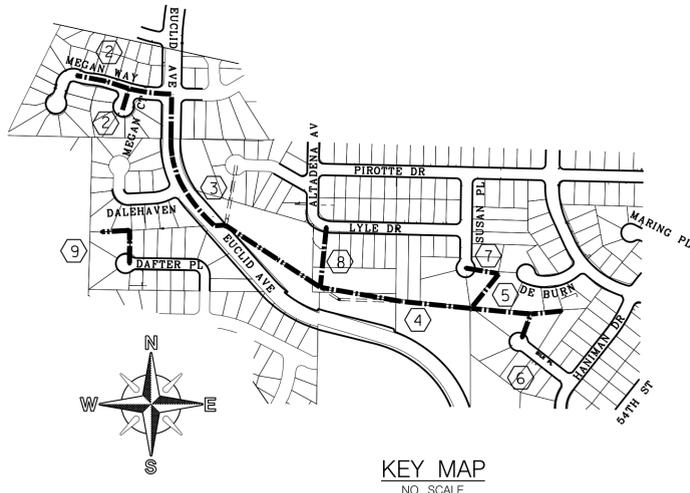
The City of
SAN DIEGO Public Utilities

ADDENDUM F

SHEET NO.	DISCIPLINE CODE	TITLE	LIMITS	PIPE		LENGTH (FT)
				SIZE (IN)	MATERIAL	
1	G-I	COVER SHEET				
2	C-1	MEGAN WAY TO EUCLID AVE. / MAP NO. 8263	MEGAN WAY E/O EUCLID AVE	15	SEWER	423
	C-1	EUCLID AVE / MAP NO. 8263	S/O EUCLID AVE.	15	SEWER	227
	C-1	MEGAN CT / MAP NO. 8263	S/O MEGAN CT.	10	SEWER	100
3	C-2	EUCLID AVE / CANYON / MAP NO. 283	EUCLID ACVE. / SE/O CANYON	15	SEWER	450
	C-2	EUCLID AVE / CANYON / MAP NO. 283	EUCLID ACVE. / SE/O CANYON	12	SEWER	300
4	C-3	CANYON / MAP NO. 283	E/O CANYON	12	SEWER	700
5	C-4	CANYON / MAP NO. 2603	E/O CANYON	12	SEWER	152
	C-4	CANYON / MAP NO. 2603	E/O CANYON	8	REHAB	398
6	C-5	CANYON/SILK PL / MAP NO. 2596, 2505	E AND NW/O CANYON TO SILK PL.	8	REHAB	109
7	C-6	CANYON/SUSAN PL / MAP NO. 2603	NE/O CANTON TO SUSAN PL.	6	REHAB	339
8	C-7	CANYON / MAP NO. 283	N/O CANYON TO LYLE DR.	8	REHAB	264
9	C-8	DAFTER PL / MAP NO. 3590	E/O CANYON TO S/O DAFTER PL.	8	REHAB	265
10	C-9	STREET RESURFACING PLAN				
II	C-10	CURB RAMP LOCATION AND TABLE				
12	C-II	ABANDONMENT SHEET				
13-14	LI-L2	REVEGETATION PLAN/ EROSION CONTROL PLAN				
				TOTAL PVC		2352
				TOTAL REHAB		1375
				TOTAL SEWER		3727

DISCIPLINE CODE

- G GENERAL
- C CIVIL
- L LANDSCAPE



KEY MAP
 NO SCALE

LEGEND

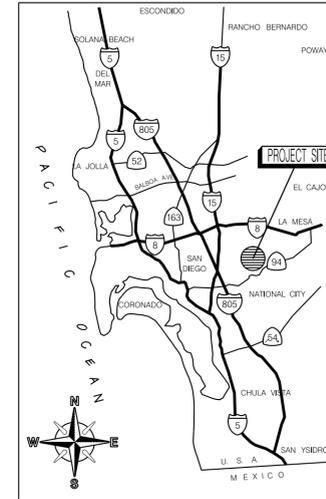
- PROPOSED SEWER
- PLAN SHT NO.

SEWER GROUP 776A

SHEET INDEX

WORK TO BE DONE

CONSTRUCTION OF SEWER GROUP 776A CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, SERVICES AND CONSTRUCTION OF 2352.00 LF OF 10", 12", AND 15" SEWER MAIN, 1375.00 LF OF 6" AND 8" SEWER MAIN REHABILITATION, SEWER MANHOLES, SEWER LATERALS, INSTALLATION OF CURB RAMPS, PAVEMENT RESURFACING, ABANDONMENT OF EXISTING SEWER MAINS, AND ALL OTHER WORK APPURTENANCES SHOWN ON THESE SPECIFICATIONS AND PLAN SHEETS 39232-01-D THRU 39232-14-D. RELATED WORK SHALL INCLUDE BEST MANAGEMENT PRACTICES (BMP) FOR EROSION CONTROL AND STORM DRAIN INLET PROTECTION, AND RESTORATION OF DISTURB AREAS TO THEIR ORIGINAL CONDITION.



VICINITY MAP
 NOT TO SCALE

LEGEND

IMPROVEMENTS	REFERENCE	SYMBOL
TRENCH RESURFACING	SDG-107, SDG-108	-----
SEWER MAIN	SDS-101, SDS-110 (TYPE C)	-----○-----
SEWER MANHOLE/PVC LINED	SDS-106, SDS-107, SDS-108, SDM-113, SDS-120, M-034, SM-07	-----○-----
REHAB. EX. SEWER MANHOLE	SEE PLANS & SPECS	-----○-----
SEWER MAIN REHAB.	SEE PLANS & SPECS	-----○-----
4" SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED	SDS-102, SDS-103, SDS-104, SDS-105, SDS-110 (TYPE C), SDS-118	-----○-----
SEWER LATERAL CONNECTION	SEE PLANS & SPECS	-----○-----
REHAB SEWER LATERAL (LINED) WITH C.O.	SEE PLANS & SPECS	-----○-----
SERVICE LATERAL CONNECTION TO REHABILITATED SEWER	SEE PLANS & SPECS	-----○-----
CONCRETE PROTECTION FOR EXIST SEWER PIPE	SDS-116	-----
PIPE SUPPORT FOR UNDERCUT AC WATER MAIN	SDW-162	-----
CONCRETE ENCASUREMENT	SDS-112	-----
ABANDON EX MANHOLE	SM-08	-----○-----
SLURRY FILL ABANDONED SEWER MAIN	SEE PLANS & SPECS	-----
MANHOLE COVER-LOCKING DEVICE	SDM-113	-----○-----
SURVEY MONUMENT	M-10C, M-10A, M-10B	△

FIELD DATA

TOPOGRAPHY SOURCE: BASED ON SURVEY PERFORMED BY THE CITY OF SAN DIEGO SURVEYING DIVISION ON 10-31-12, WORK ORDER NO. B-00387

BENCHMARK:
 THE FOLLOWING BENCH USED ON THIS PROJECT IS NEBP 52ND & OAK PARK EL=252.698 BASED ON NGVD 29 FEET AS SHOWN IN CITY OF SAN DIEGO BENCH BOOK.

FIELD NOTES:
 THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY, USING ROS 14492 NAD 83 FEET, ZONE, (EPOCH 1991.35), UTILIZING RTK/GPS FIELD PROCEDURES WITH A CALVRS BASE STATION LOCATED AT KMSA AND CONSTRAINING TO GPS 1171 (PT#15) & GPS 1089 (PT#18) IE NO' 04' 46"E

DATE: MEAN SEA LEVEL

STREETS REQUIRING 12" TRENCH CAP:
 EUCLID AVE

G-1

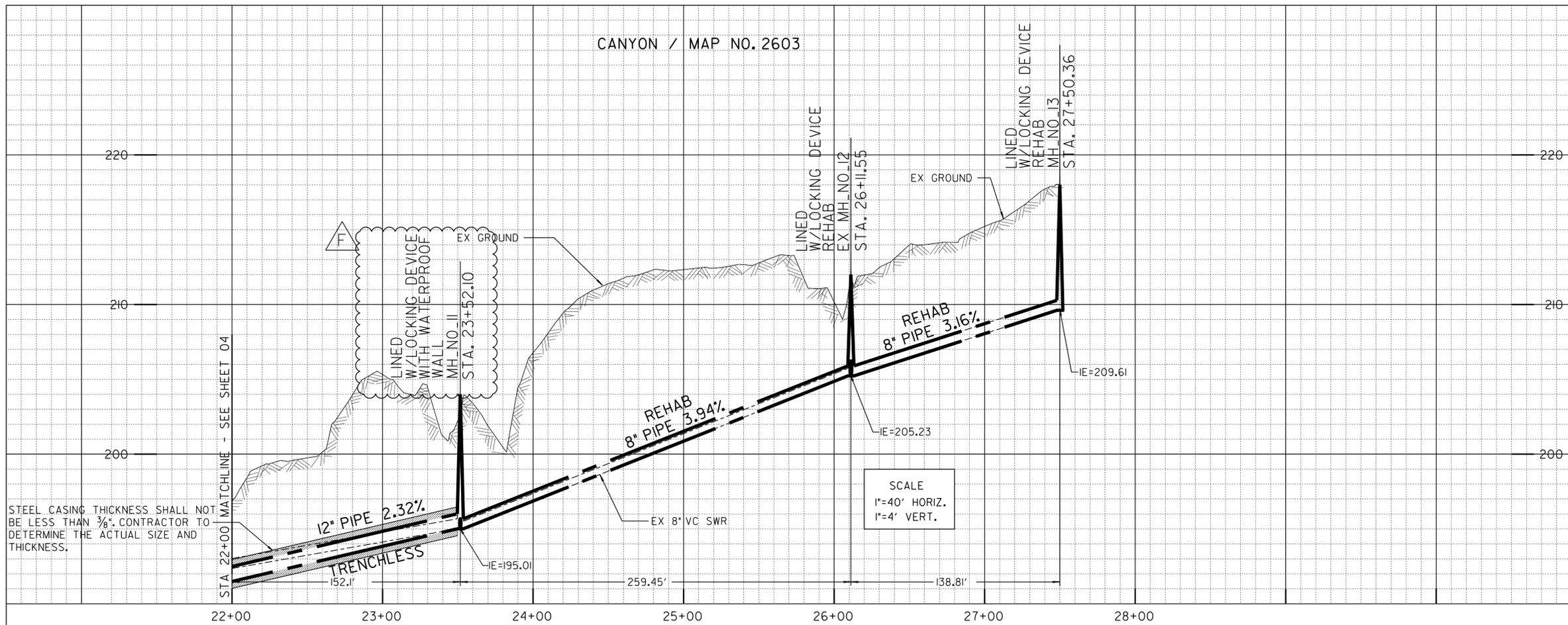
PLANS FOR THE CONSTRUCTION OF
 SEWER GROUP 776A
 COVER SHEET

AS-BUILT INFORMATION		CITY OF SAN DIEGO, CALIFORNIA		WATER WBS	
MATERIALS	MANUFACTURER	PUBLIC WORKS DEPARTMENT		N/A	
PIPE CL 235 (WATER)	-	SHEET 01 OF 14 SHEETS		SEWER WBS B-16034	
PIPE SDR 35 (SEWER)	-	DATE 2/26/2020		FOR THE ENGINEER	
GATE VALVES	-	CITY OF SAN DIEGO		DATE 2/26/2020	
FIRE HYDRANTS	-	PROJECT NO. C70770		PROJECT MANAGER	
SEWER MANHOLES	-	PRINTED NAME		REX NARVAEZ	
REHABILITATE SEWER MANHOLES	-	NO. C70770		PROJECT ENGINEER	
REHABILITATE SEWER MAIN	-	CIVIL		ANA LOPEZ	
		STATE OF CALIFORNIA		PROJECT ENGINEER	
		CONTRACTOR		DATE STARTED	
		INSPECTOR		DATE COMPLETED	
				SEE EACH SHEET	
				SEE EACH SHEET	
				39232-01-D	

SEWER GROUP 776A

CANYON / MAP NO. 2603

CANYON	PI 23+52.10	1845544.16	6304903.68
	STRAIGHT	259.45	95° 29' 54.28"
	PI 26+11.55	1845519.30	6305161.93
	STRAIGHT	138.81	84° 11' 47.27"
	POE	27+50.36	1845533.33 6305300.04



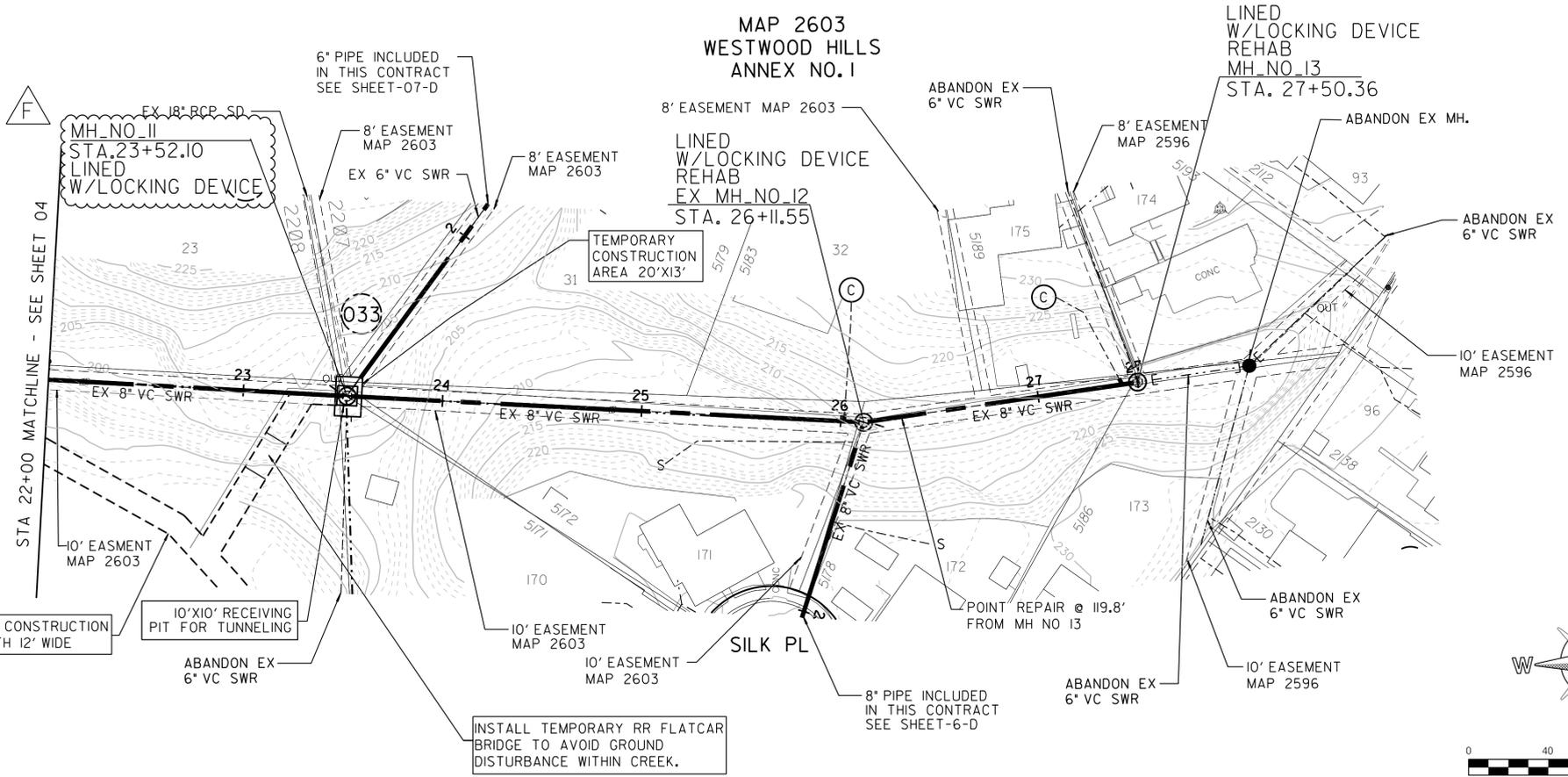
ESTIMATED PALEONTOLOGICAL MONITORING LIMITS
(INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

BEGINNING STATION	ENDING STATION	APPROXIMATE LF
STA. 23+40	STA. 23+70	30

ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE MITIGATION AND MONITORING PROGRAM (MMRP) FOR THE PROJECT.

STEEL CASING THICKNESS SHALL NOT BE LESS THAN 3/8". CONTRACTOR TO DETERMINE THE ACTUAL SIZE AND THICKNESS.

SCALE
1"=40' HORIZ.
1"=4' VERT.

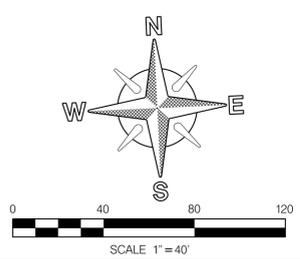


REFERENCE:
 WATER: N/A
 SEWER: 7194-L
 STORM DRAIN: 7814-L
 GAS: N/A
 ELECTRIC: N/A
 CABLE TV: N/A
 TELEPHONE: N/A
 IMPROVEMENTS: N/A
 100' SCALE/FIELD BOOK: K21S, J20S, J21S
 THOMAS BROS.: I290 A-1
 HGL: NONE

RETIREMENTS:
 6" - VC - 462' - 1948
 8" - VC - 550.36' - 1948
 MH - 4X3 - 1 - 1948

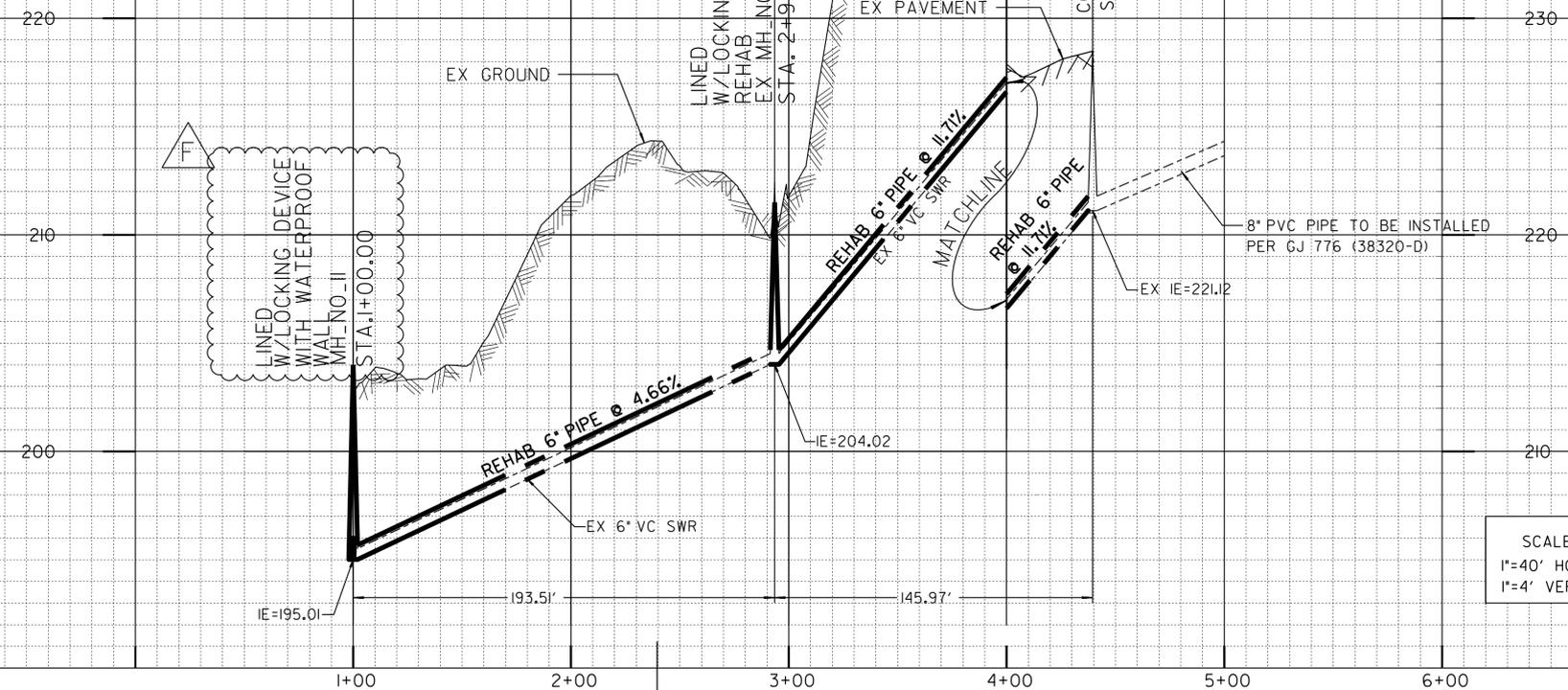
SEWER GROUP 776A
CANYON / MAP NO. 2603
E/O CANYON

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 05 OF 14 SHEETS		WATER WBS: N/A SEWER WBS: B-16034
APPROVED: <i>[Signature]</i> FOR CHIEF ENGINEER JANICE JARO PRINTED NAME NO. C70770	DATE: 2/26/2020 DATE RCE#	DESIGNED BY: REX NARVAEZ PROJECT MANAGER CHECKED BY: ANA LOPEZ PROJECT ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	ED/FH	DATE
ADDENDUM F	AL	5/13/20
DATE STARTED		1842-6303
DATE COMPLETED		CCS83 COORDINATE
		39232-05-D



CANYON / MAP NO. 2603

CANYON / SUSAN PL. / MAP NO. 2603

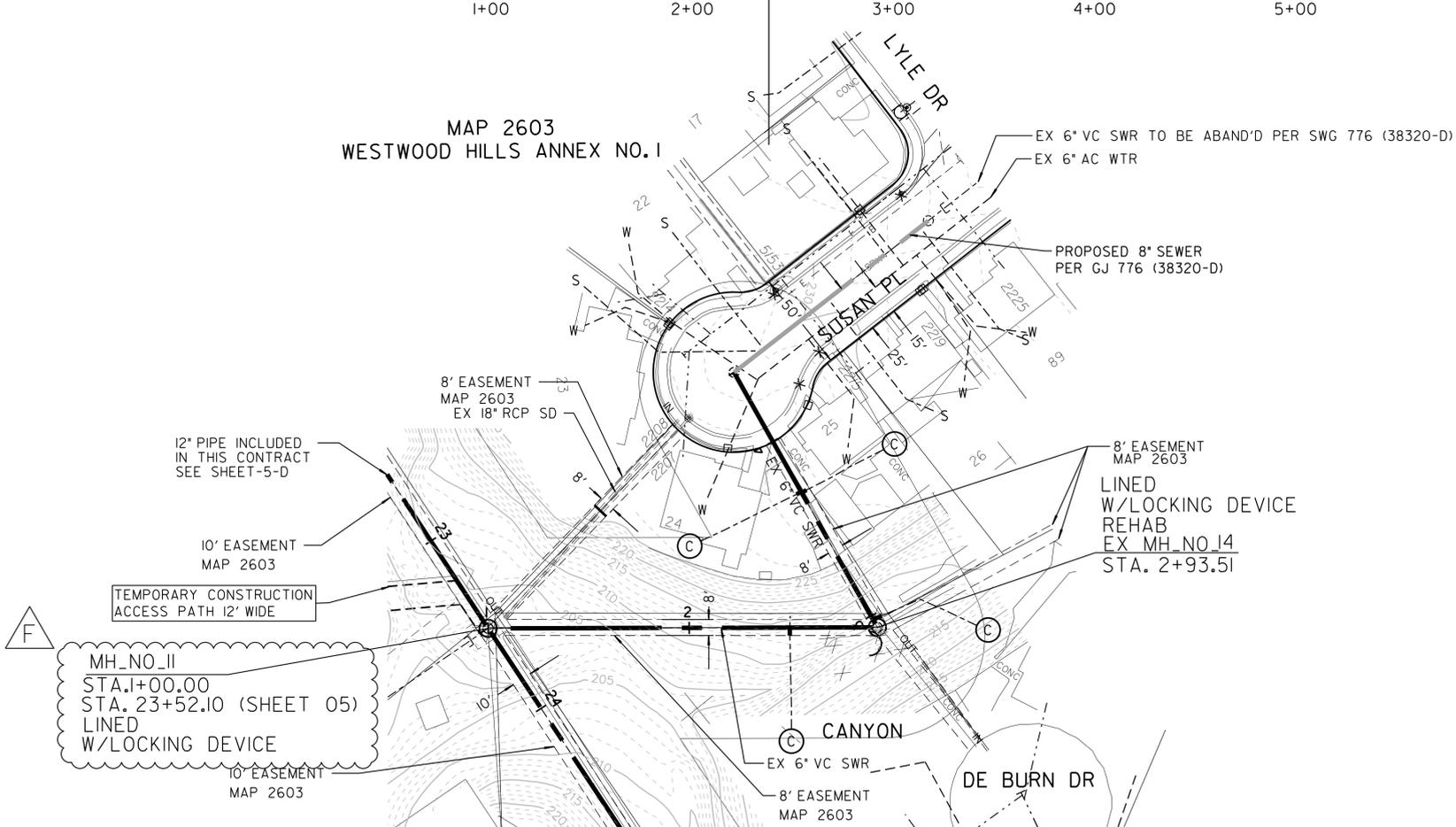


CANYON/SUSAN PL	
POB 1+00.00	1845544.16 6304903.68
STRAIGHT	193.51 38° 43' 27.37"
PI 2+93.51	1845695.12 6305024.73
STRAIGHT	145.97 279° 39' 02.48"
POE 4+39.48	1845719.60 6304880.83

SCALE
1"=40' HORIZ.
1"=4' VERT.

CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING
DUE TO LOW OVERHEAD UTILITY LINES.

MAP 2603
WESTWOOD HILLS ANNEX NO. 1



REFERENCE:

- WATER: 7812-L
- SEWER: 7812-L
- STORM DRAIN: 7814-L
- GAS: N/A
- ELECTRIC: N/A
- CABLE TV: N/A
- TELEPHONE: N/A
- IMPROVEMENTS: N/A
- 100' SCALE/FIELD BOOK: K21S, J20S, J21S
- THOMAS BROS.: I290 A-1
- HGL: NONE

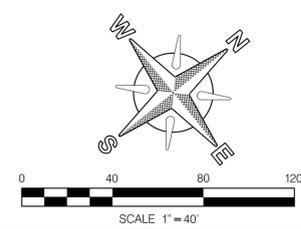
RETIREMENTS:

6" - VC - 339.48' - 1960

C-6

SEWER GROUP 776A
CANYON / SUSAN PL / MAP NO. 2603
NEO CANYON TO SUSAN PL.

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 07 OF 14 SHEETS		WATER WBS: N/A
APPROVED: <i>[Signature]</i> DATE: 2/26/2020		SEWER WBS: B-16034
FOR CHIEF ENGINEER JANICE JARO PRINTED NAME: CT0770 RCE#		REVIEWED BY: REX NARVAEZ PROJECT MANAGER
DESCRIPTION	BY	APPROVED
ORIGINAL	ED/FH	DATE
ADDENDUM F	AL	5/13/20
DATE STARTED		DATE FILMED
DATE COMPLETED		DATE COMPLETED
1842-6303 CCS83 COORDINATE		202-1743 CCS27 COORDINATE
39232-07-D		



CANYON / SUSAN PL / MAP NO. 2603

A. CHANGES TO CONTRACT DOCUMENTS

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

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

James Nagelvoort, Director
Public Works Department

Dated: *May 29, 2020*
San Diego, California

JN/AJ/mlw

A. CHANGES TO CONTRACT DOCUMENTS

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

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

B. BIDDER'S QUESTIONS

Q1. The soils report indicates the "trenchless"/ jack and bore sections will encounter San Diego Formation which may contain "very dense cobble conglomerate", along with cemented zone and sandstone. In additions to the size of the carrier pipe going within the casing, the soil conditions must be considered when choosing the correct casing diameter for a successful installation. Industry standard is to size the casing three times larger than the largest obstruction anticipated. Cobble is considered 12" or smaller, while boulders are anything larger. Will the city specify the minimum casing size? If not, is the city going issue a change order for any condition that cannot be bored through due to an oversized obstruction, i.e., a 36" casing encounters an 18" boulder that causes refusal?

A1. City will not specify minimum casing for trenchless methods requiring casing. All trenchless methods for construction shall be submitted to the Engineer for approval prior to installation. Contractor to bid accordingly per the soils report, plans, and specifications. If changed conditions are met during construction, Contractor shall submit a written RFI to the Engineer for review and approval, prior to issuing any change orders.

James Nagelvoort, Director
Public Works Department

Dated: *June 8, 2020*
San Diego, California

JN/AJ/mlw

Bid Results

Bidder Details

Vendor Name Blue Pacific Engineering & Construction
Address 7330 Opportunity Road, Suite J, San Diego, CA, 92111
 San Diego, CA 92111
 United States
Respondee Shahram Elihu
Respondee Title Sole Proprietor
Phone 858-956-1456 Ext.
Email richard@bluepacificeng.com
Vendor Type CAU,MALE,SLBE,CADIR,PQUAL,Local
License # 824455
CADIR 1000003217

Bid Detail

Bid Format Electronic
Submitted July 27, 2020 1:52:03 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 221572
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
pending actions	PENDING.pdf	Contractor's Certification of Pending Actions
DISCLOSURE	MAND.pdf	Mandatory Disclosure of Business Interests Form
PRIME	DEBAR PRIME.pdf	Debarment and Suspension Certification (Prime Contractor)
SUB	BP DEBAR SUB.pdf	Debarment and Suspension Certification (Subcontractors/Suppliers/Manufacturers)
alt	ALT ITEM.pdf	Subcontractor Listing for Alternate Items
Past Project Qual	NuLine Qualification Package.pdf	Contractor's Experience and Past Project Documentation (See SSP and 2018 WB Section 500-2.1)
Experience	NuLine Qualification Package.pdf	Manufacturer Authorized Installer Certification (See SSP and 2018 WB Section 500-2.1)
BIDBOND	BID BOND.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	Main Bid					

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
1	Bonds (Payment and Performance)					
	524126	LS	1	\$50,000.00	\$50,000.00	
2	Remote Control Camera Inspection (EOC Type II)					
	334290	AL	1	\$20,000.00	\$20,000.00	
3	Sewage Bypass and Pumping Plan (Diversion Plan)					
	237110	LS	1	\$140,000.00	\$140,000.00	
4	Paleontological Monitoring Program					
	541690	LF	1500	\$4.70	\$7,050.00	
5	Suspension of Work - Resources					
	541690	DAY	5	\$1,500.00	\$7,500.00	
6	Paleontological Mitigation and Excavation					
	541690	CY	2000	\$5.00	\$10,000.00	
7	Mobilization					
	237110	LS	1	\$330,000.00	\$330,000.00	
8	Field Orders (EOC Type II)					
		AL	1	\$200,000.00	\$200,000.00	
9	Clearing and Grubbing					
	238910	LS	1	\$50,000.00	\$50,000.00	
10	Asphalt Pavement Repair					
	237310	TON	100	\$180.00	\$18,000.00	
11	Rubber Polymer Modified Slurry (RPMS) Type I					
	237310	SF	58030	\$0.45	\$26,113.50	
12	Rubber Polymer Modified Slurry (RPMS) Type II					
	237310	SF	58030	\$0.50	\$29,015.00	
13	Pavement Restoration Adjacent to Trench					
	237310	SF	1300	\$10.00	\$13,000.00	
14	Historical and Contractor Date Stamps and Impressions					
	237310	EA	7	\$800.00	\$5,600.00	
15	Additional Curb and Gutter Removal and Replacement					
	237310	LF	50	\$80.00	\$4,000.00	
16	Additional Sidewalk Removal and Replacement					
	237310	SF	100	\$15.00	\$1,500.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
17	Curb Ramp (Type A) with Detectable Warning Tiles					
	237310	EA	2	\$4,500.00	\$9,000.00	
18	Curb Ramp (Type C2) with Detectable Warning Tiles					
	237310	EA	8	\$4,500.00	\$36,000.00	
19	Abandon and Fill Existing Sewer Main (6 Inch) Outside of the Trench Limit					
	237110	LF	636	\$5.00	\$3,180.00	
20	Abandon and Fill Existing Sewer Main (8 Inch) Outside of the Trench Limit					
	237110	LF	1120	\$9.00	\$10,080.00	
21	Abandon Existing Manhole Outside of the Trench Limit					
	237110	EA	5	\$2,500.00	\$12,500.00	
22	Additional Bedding					
	237110	CY	100	\$10.00	\$1,000.00	
23	Sewer Main (12 Inch) Trenchless with Steel Casing					
	237110	LF	930	\$1,000.00	\$930,000.00	
24	Sewer Main, (10 Inch, SDR-26)					
	237110	LF	99	\$300.00	\$29,700.00	
25	Sewer Main, (15 Inch, SDR-26)					
	237110	LF	966	\$300.00	\$289,800.00	
26	Sewer Main Vitriified Clay Pipe (15 Inch, Concrete Encased)					
	237110	LF	135	\$480.00	\$64,800.00	
27	Engineered Trench Shoring					
	237110	LS	1	\$80,000.00	\$80,000.00	
28	Temporary Resurfacing					
	237310	TON	15	\$300.00	\$4,500.00	
29	Imported Trench Backfill					
	237110	TON	660	\$5.00	\$3,300.00	
30	Manholes (4 ft x 3 ft)					
	237110	EA	1	\$15,000.00	\$15,000.00	
31	Manholes (5 ft x 3 ft)					
	237110	EA	6	\$20,000.00	\$120,000.00	
32	Manholes (4 ft x 3 ft) with Locking Device and Waterproof Exterior Wall					
	237110	EA	4	\$18,000.00	\$72,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
33	Connection to Existing Manhole and Rechanneling					
	237110	EA	4	\$3,000.00	\$12,000.00	
34	Sewer Lateral and Cleanout (4 Inch, Special Strength SDR 26, Street)					
	237110	EA	14	\$3,000.00	\$42,000.00	
35	Sewer Lateral and Cleanout (4 Inch)					
	237110	EA	2	\$2,000.00	\$4,000.00	
36	Cleaning and Video Inspection of Existing Pipelines and Culverts					
	237110	LF	5200	\$3.75	\$19,500.00	
37	Video Inspection of Pipelines and Culverts for Acceptance					
	237110	LF	5200	\$2.20	\$11,440.00	
38	Removal and Replacement of Existing Paint Striping					
	237310	LS	1	\$6,200.00	\$6,200.00	
39	Pipe Bursting					
	237110	LF	500	\$160.00	\$80,000.00	
40	Sewer Lateral Connection to Trenchless Main					
	237110	EA	2	\$5,000.00	\$10,000.00	
41	Video Recording of Existing Conditions					
	238990	LS	1	\$3,000.00	\$3,000.00	
42	Point Repair for Existing Sewer Main (8 Inch)					
	237110	EA	4	\$15,000.00	\$60,000.00	
43	Point Repair for Existing Sewer Main (6 Inch)					
	237110	EA	1	\$12,000.00	\$12,000.00	
44	Additional Point Repair for Existing Sewer Main (8 Inch)					
	237110	LF	100	\$100.00	\$10,000.00	
45	Rehabilitate Sewer Main (6 Inch)					
	237110	LF	339	\$86.00	\$29,154.00	
46	Rehabilitate Sewer Main (8 Inch)					
	237110	LF	1036	\$80.00	\$82,880.00	
47	Service Lateral Connection					
	237110	EA	14	\$2,800.00	\$39,200.00	
48	Rehabilitate Existing Lined Manhole with Locking Device					
	237110	EA	5	\$6,250.00	\$31,250.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
49	Service Lateral Rehabilitation with Cleanout up to 7 Ft in Depth					
	237110	EA	6	\$2,500.00	\$15,000.00	
50	Service Lateral Rehabilitation with Cleanout Greater than 7 Ft in Depth					
	237110	EA	10	\$3,000.00	\$30,000.00	
51	Traffic Control and Working Drawings					
	237310	LS	1	\$100,000.00	\$100,000.00	
52	Flashing Arrow Boards					
	237310	LS	1	\$3,000.00	\$3,000.00	
53	Pedestrian Barricade (Type A)					
	237310	EA	1	\$1,750.00	\$1,750.00	
54	Construction Fencing and Access Route					
	237310	LS	1	\$15,000.00	\$15,000.00	
55	Biological Monitoring and Reporting					
	541330	LS	1	\$10,000.00	\$10,000.00	
56	25-Month Revegetation Maintenance and Monitoring Program					
	541330	LS	1	\$30,000.00	\$30,000.00	
57	WPCP Development					
	541330	LS	1	\$3,000.00	\$3,000.00	
58	WPCP Implementation					
	237310	LS	1	\$40,000.00	\$40,000.00	
59	Temporary Creek Bridge					
	238910	LS	1	\$20,000.00	\$20,000.00	
60	Topsoil (8 Inch Depth, Class A)					
	561730	CY	150	\$200.00	\$30,000.00	
61	Hydro Seed					
	561730	LS	1	\$5,000.00	\$5,000.00	
				Subtotal	\$3,348,012.50	
	Additive Alternate A					
62	Asphalt Concrete Overlay					
	237310	TON	390	\$180.00	\$70,200.00	
63	Cold Mill AC Pavement (> 1½ inch - 3 inch)					
	237310	SF	30800	\$0.50	\$15,400.00	
				Subtotal	\$85,600.00	
	Deductive Alternate B					

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
64	Rubber Polymer Modified Slurry (RPMS) Type I ((Deductive) Enter unit price as negative (-))					
	237310	SF	30800	(\$0.45)	(\$13,860.00)	
65	Rubber Polymer Modified Slurry (RPMS) Type II ((Deductive) Enter unit price as negative (-))					
	237310	SF	30800	(\$0.50)	(\$15,400.00)	
Subtotal					(\$29,260.00)	
Total					\$3,404,352.50	

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
Nu-Line Technologies, LLC 102 Second Street, Suite B Encinitas, CA 92024 United States	Sewer Main Rehab, cleaning and laterals	997520	1000003808	\$144,859.00	FEM,MBE,CADIR,WBE
Statewide Stripes, Inc. PO BOX 600710 San Diego, CA 92160 United States	Striping	788286	000001334	\$6,340.00	
Zebron Contracting, Inc P.O. Box 2874 Newport Beach, CA 92659 United States	MH Rehab	855170	1000004993	\$25,000.00	
Oldcastle Precast Inc 10441 Vine Street Lakeside, CA 92040 United States	Manholes	891107	1000005884	\$67,382.74	CADIR
Red Tail Environmental 328 State Place Escondido, CA 92029 United States	Items 4 and 6	0	1000031633	\$13,590.00	
G SCOTT ASPHALT, INC 358 TROUSDALE DRIVE CHULA VISTA, CA 91910 United States	RPMS	751836	1000004252	\$45,322.50	
Ayala Boring, Inc. 10150 Poplar Ave Fontana, CA 92335 United States	Boring	388577	1000006481	\$604,550.00	
T&D Services, Inc. PO BOX 609 Murrieta, CA 92564 United States	Bursting	900732	1000033990	\$27,500.00	CAU,MALE,CADIR

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Blue Pacific Engineering & Construction - Unit Price	Blue Pacific Engineering & Construction - Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$50,000.00	\$50,000.00
2	Main Bid	334290	Remote Control Camera Inspection (EOC Type II)	3-5.1.6	AL	1	\$20,000.00	\$20,000.00
3	Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	3-12.5.4	LS	1	\$140,000.00	\$140,000.00
4	Main Bid	541690	Paleontological Monitoring Program	6-6.2.2.1	LF	1500	\$4.70	\$7,050.00
5	Main Bid	541690	Suspension of Work - Resources	6-6.2.1.1 OR 6-6.2.2.1	DAY	5	\$1,500.00	\$7,500.00
6	Main Bid	541690	Paleontological Mitigation and Excavation	6-6.2.4.1	CY	2000	\$5.00	\$10,000.00
7	Main Bid	237110	Mobilization	7-3.4.1	LS	1	\$330,000.00	\$330,000.00
8	Main Bid		Field Orders (EOC Type II)	7-3.9	AL	1	\$200,000.00	\$200,000.00
9	Main Bid	238910	Clearing and Grubbing	300-1.4	LS	1	\$50,000.00	\$50,000.00
10	Main Bid	237310	Asphalt Pavement Repair	301-1.7	TON	100	\$180.00	\$18,000.00
11	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I	302-4.12.4	SF	58030	\$0.45	\$26,113.50
12	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	302-4.12.4	SF	58030	\$0.50	\$29,015.00
13	Main Bid	237310	Pavement Restoration Adjacent to Trench	302-5.2.1	SF	1300	\$10.00	\$13,000.00
14	Main Bid	237310	Historical and Contractor Date Stamps and Impressions	303-5.9	EA	7	\$800.00	\$5,600.00
15	Main Bid	237310	Additional Curb and Gutter Removal and Replacement	303-5.9	LF	50	\$80.00	\$4,000.00
16	Main Bid	237310	Additional Sidewalk Removal and Replacement	303-5.9	SF	100	\$15.00	\$1,500.00
17	Main Bid	237310	Curb Ramp (Type A) with Detectable Warning Tiles	303-5.10.2	EA	2	\$4,500.00	\$9,000.00
18	Main Bid	237310	Curb Ramp (Type C2) with Detectable Warning Tiles	303-5.10.2	EA	8	\$4,500.00	\$36,000.00
19	Main Bid	237110	Abandon and Fill Existing Sewer Main (6 Inch) Outside of the Trench Limit	306-3.3.4	LF	636	\$5.00	\$3,180.00
20	Main Bid	237110	Abandon and Fill Existing Sewer Main (8 Inch) Outside of the Trench Limit	306-3.3.4	LF	1120	\$9.00	\$10,080.00
21	Main Bid	237110	Abandon Existing Manhole Outside of the Trench Limit	306-3.3.4	EA	5	\$2,500.00	\$12,500.00
22	Main Bid	237110	Additional Bedding	306-15.1	CY	100	\$10.00	\$1,000.00
23	Main Bid	237110	Sewer Main (12 Inch) Trenchless with Steel Casing	306-15.1	LF	930	\$1,000.00	\$930,000.00
24	Main Bid	237110	Sewer Main, (10 Inch, SDR-26)	306-15.1	LF	99	\$300.00	\$29,700.00

25	Main Bid	237110	Sewer Main, (15 Inch, SDR-26)	306-15.1	LF	966	\$300.00	\$289,800.00
26	Main Bid	237110	Sewer Main Vitrified Clay Pipe (15 Inch, Concrete Encased)	306-15.1	LF	135	\$480.00	\$64,800.00
27	Main Bid	237110	Engineered Trench Shoring	306-15.2	LS	1	\$80,000.00	\$80,000.00
28	Main Bid	237310	Temporary Resurfacing	306-15.9	TON	15	\$300.00	\$4,500.00
29	Main Bid	237110	Imported Trench Backfill	306-15.11	TON	660	\$5.00	\$3,300.00
30	Main Bid	237110	Manholes (4 ft x 3 ft)	306-16.6	EA	1	\$15,000.00	\$15,000.00
31	Main Bid	237110	Manholes (5 ft x 3 ft)	306-16.6	EA	6	\$20,000.00	\$120,000.00
32	Main Bid	237110	Manholes (4 ft x 3 ft) with Locking Device and Waterproof Exterior Wall	306-16.6	EA	4	\$18,000.00	\$72,000.00
33	Main Bid	237110	Connection to Existing Manhole and Rechanneling	306-16.6	EA	4	\$3,000.00	\$12,000.00
34	Main Bid	237110	Sewer Lateral and Cleanout (4 Inch, Special Strength SDR 26, Street)	306-17.2	EA	14	\$3,000.00	\$42,000.00
35	Main Bid	237110	Sewer Lateral and Cleanout (4 Inch)	306-17.2	EA	2	\$2,000.00	\$4,000.00
36	Main Bid	237110	Cleaning and Video Inspection of Existing Pipelines and Culverts	306-18.7	LF	5200	\$3.75	\$19,500.00
37	Main Bid	237110	Video Inspection of Pipelines and Culverts for Acceptance	306-18.7	LF	5200	\$2.20	\$11,440.00
38	Main Bid	237310	Removal and Replacement of Existing Paint Striping	314-4.3.7	LS	1	\$6,200.00	\$6,200.00
39	Main Bid	237110	Pipe Bursting	316-9	LF	500	\$160.00	\$80,000.00
40	Main Bid	237110	Sewer Lateral Connection to Trenchless Main	316-9	EA	2	\$5,000.00	\$10,000.00
41	Main Bid	238990	Video Recording of Existing Conditions	400-1.1.1	LS	1	\$3,000.00	\$3,000.00
42	Main Bid	237110	Point Repair for Existing Sewer Main (8 Inch)	500-4.7	EA	4	\$15,000.00	\$60,000.00
43	Main Bid	237110	Point Repair for Existing Sewer Main (6 Inch)	500-4.7	EA	1	\$12,000.00	\$12,000.00
44	Main Bid	237110	Additional Point Repair for Existing Sewer Main (8 Inch)	500-4.7	LF	100	\$100.00	\$10,000.00
45	Main Bid	237110	Rehabilitate Sewer Main (6 Inch)	500-12	LF	339	\$86.00	\$29,154.00
46	Main Bid	237110	Rehabilitate Sewer Main (8 Inch)	500-12	LF	1036	\$80.00	\$82,880.00
47	Main Bid	237110	Service Lateral Connection	501-9	EA	14	\$2,800.00	\$39,200.00
48	Main Bid	237110	Rehabilitate Existing Lined Manhole with Locking Device	502-8	EA	5	\$6,250.00	\$31,250.00
49	Main Bid	237110	Service Lateral Rehabilitation with Cleanout up to 7 Ft in Depth	503-6	EA	6	\$2,500.00	\$15,000.00
50	Main Bid	237110	Service Lateral Rehabilitation with Cleanout Greater than 7 Ft in Depth	503-6	EA	10	\$3,000.00	\$30,000.00

