

# City of San Diego

**CONTRACTOR'S NAME:** Burtech Pipeline Incorporated  
**ADDRESS:** 102 Second Street, Escondido, CA 92024  
**TELEPHONE NO.:** 760-634-2822 **FAX NO.:** 760-634-2415  
**CITY CONTACT:** Rosa Riego, Sr. Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426  
M. Veverka / R. Bustamante / R. Dinjotian

## BIDDING DOCUMENTS



**FOR**

## MISSION BEACH WATER & SEWER REPLACEMENT

**BID NO.:** K-20-1931-DBB-3  
**SAP NO. (WBS/IO/CC):** B-17169, B-17170  
**CLIENT DEPARTMENT:** 2000  
**COUNCIL DISTRICT:** 2  
**PROJECT TYPE:** KB, JA

**THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:**

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

**BID DUE DATE:**

**2:00 PM**  
**APRIL 15, 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:

  
1) For City Engineer

3/2/2020 Seal:  
Date



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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>

<b>ITEM</b>	<b>DOCUMENT TO BE SUBMITTED</b>	<b>WHEN DUE</b>	<b>FROM</b>
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.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification	At Time of Bid	ALL BIDDERS
5.	Bid Bond (Original)	By 5PM Next Business Day After Bid Opening	5 APPARENT LOW BIDDERS
6.	SLBE Good Faith Effort Documentation	Within 3 working days of bid opening	ALL BIDDERS
7.	Form AA60 – List of Work Made Available	Within 3 working days of bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
8.	Phased Funding Schedule Agreement (when required)	Within 10 working days of receipt by the bidder of the Notice of Intent to Award.	APPARENT LOW BIDDER
9.	Pre-Award Schedule (Phased Funded Contracts Only)	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER

<b>ITEM</b>	<b>DOCUMENT TO BE SUBMITTED</b>	<b>WHEN DUE</b>	<b>FROM</b>
10.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> </ul> Joint Venture License	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
11.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	APPARENT LOW BIDDER
12.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	APPARENT LOW BIDDER
13.	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 **Mission Beach Water & Sewer Replacement**. 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 **\$14,740,000**.
4. **BID DUE DATE AND TIME ARE: APRIL 15, 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**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - 8.1. 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	<b>9.0%</b>
2. ELBE participation	<b>13.3%</b>
3. Total mandatory participation	<b>22.3%</b>
  - 8.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
    - 8.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
    - 8.2.2. Submit Good Faith Effort (GFE) 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: Rosa Riego

**9. AWARD PROCESS:**

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. The low Bid will be determined by the Base Bid.
- 9.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone.

**10. SUBMISSION OF QUESTIONS:**

- 10.1. 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 (7<sup>th</sup> Floor)  
San Diego, California, 92101  
Attention: Rosa Riego

OR:

[RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)

- 10.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 10.3. 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.
- 10.4. 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.

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

## 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") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/publicworks/edocref/greenbook">https://www.sandiego.gov/publicworks/edocref/greenbook</a>	2018	PWPI010119-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/publicworks/edocref/standarddraw">https://www.sandiego.gov/publicworks/edocref/standarddraw</a>	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/publicworks/edocref/drawings">https://www.sandiego.gov/publicworks/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2018	PWPI030119-05

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

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
12. **SUBCONTRACTOR INFORMATION:**
- 12.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement

may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – 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 by 5PM the next business day after bid opening date 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 (7<sup>th</sup> 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:**

Burtech Pipeline Incorporated, a corporation, as principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Fourteen Million Six Hundred Sixty Nine Thousand Nine Hundred Fifty Nine Dollars and Eighty-Four Cents (\$14,669,959.84)** for the faithful performance of the annexed contract, and in the sum of **Fourteen Million Six Hundred Sixty Nine Thousand Nine Hundred Fifty Nine Dollars and Eighty-Four Cents (\$14,669,959.84)** 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.

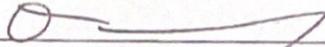
The Surety shall not utilize Principal in completing the improvements and work specified in the Agreement, nor shall Surety accept a bid from Principal for completion of the improvements and work specified in the Agreement if the City of San Diego, when declaring the Principal in default, notifies Surety 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 SEPTEMBER 24, 2020

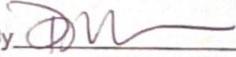
Approved as to Form

BURTECH PIPELINE, INCORPORATED  
Principal

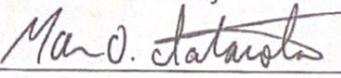
By 

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

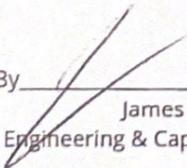
Mara W. Elliott, City Attorney

By   
Deputy City Attorney

NORTH AMERICAN  
SPECIALTY INSURANCE COMPANY  
Surety

By   
MARK D. IATAROLA, Attorney-in-fact

Approved:

By   
James Nagelvoort, Director  
Engineering & Capital Projects Department

777 SOUTH FIGUEROA STREET, SUITE 3700  
Local Address of Surety

LOS ANGELES, CA 90017  
Local Address (City, State) of Surety

213/337-3078  
Local Telephone No. of Surety

Premium \$ 82,924.00  
PREMIUM IS FOR CONTRACT TERM  
AND IS SUBJECT TO ADJUSTMENT  
BASED ON FINAL CONTRACT PRICE

Bond No. 2310908

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

**Arthur P. Arquilla, Notary Public**

On 9/28/20 before me, \_\_\_\_\_  
(Here insert name and title of the officer)

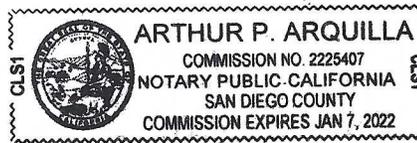
personally appeared Dominic Burtach  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Arthur P. Arquilla  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California }  
County of SAN DIEGO }

On 9/24/2020 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

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

SWISS RE CORPORATE SOLUTIONS

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

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

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

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

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

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

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

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



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

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

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

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

State of Illinois  
County of Cook ss:

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

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



[Signature]  
M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of SEPTEMBER, 20 20.

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

## ATTACHMENTS

**ATTACHMENT A**  
**SCOPE OF WORK**

## **SCOPE OF WORK**

- 1. SCOPE OF WORK:** Construction of Mission Beach Water and Sewer consists of the installation of 2,350.43 linear feet of sewer mains, and 18,153.01 linear feet of water mains, water services, fire hydrants, sewer laterals and manholes, curb/ramps, resurfacing, traffic control and other appurtenances .
  - 1.1.** The Work shall be performed in accordance with the Notice Inviting Bids and Plans for Mission Beach Water & Sewer Replacement: **40709-01-D** through **40709-47-D**, inclusive.
  
- 2. LOCATION OF WORK:** The location of the Work is as follows:  
  
See **Appendix E – Location Map**
  
- 3. CONTRACT TIME:** The Contract Time for completion of the Work shall be **700 Working Days**.

**ATTACHMENT B**  
**PHASED FUNDING PROVISIONS**

## PHASED FUNDING PROVISIONS

### 1. PRE-AWARD

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

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

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

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

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

### 2. POST-AWARD

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

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

## PHASED FUNDING SCHEDULE AGREEMENT

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

**BID NUMBER:** \_\_\_\_\_ K-20-1931-DBB-3 \_\_\_\_\_

**CONTRACT OR TASK TITLE:** \_\_\_\_\_ Mission Beach Water & Sewer Replacement \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_ Burtech Pipeline Incorporated \_\_\_\_\_

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Continuous Installation and replacement of 18,037 LF 8" & 12" Existing Asbestos Cement Water main, services, and appurtenances & Continuous Installation 2,350 LF 8" & 10" Sewer main	November 2020	June 2021	Water: \$3,561,085.37 Sewer: \$938,914.63
2	Continuous Installation and replacement of 18,037 LF 8" & 12" Existing Asbestos Cement Water main, services, Phased Paving, & Continuous Installation 2,350 LF 8" & 10" Sewer main	July 2021	June 2022	Water: \$4,774,794.72 Sewer: \$942,688.81 Paving: \$1,282,516.47
3	Continuous Installation and replacement of 18,037 LF 8" & 12" Existing Asbestos Cement Water Main, post-CCTV, Phased Paving, Striping, PUD review, punch list, closeout, & Continuous Installation 2,350 LF 8" & 10" Sewer Main	June 2022	November 2023	Water: \$2,375,721.47 Paving: \$794,238.37
<b>Contract Total</b>				<b>\$14,669,959.84</b>

**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: Nabil Batta  
**Construction Senior Engineer**

Signature: Nabil Batta

Date: 10/19/2020

PRINT NAME: Matthew Veverka for Nicole Salem  
**Design Senior Engineer**

Signature: Matthew Veverka

Date: 10-19-2020

**CONTRACTOR**

PRINT NAME: Dominic J. Burtech

Title: President & CEO

Signature: [Signature]

Date: October 19, 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.

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### 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 2 - SCOPE OF THE WORK

**2-2 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:

2. The City will obtain, at no cost to you, the following permits:
  - a) Coastal Development Permit

## 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 30% of the base Bid.

**3-8.7 Contractor's Quality Control Plan (QCP).** To the "WHITEBOOK", ADD the following:

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

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

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

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

- viii. Documentation that the following have been verified to be in compliance:
  - Proper storage of materials and equipment.
  - Proper operation of all equipment.
  - Adherence to plans and technical specifications.
  - Review of quality control tests.

- Safety inspection.
- Mixing properties of products against the approved submittal limits.

**3-9 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) Geotechnical Investigation Mission Beach Water and Sewer Replacement City of San Diego Task #17CD03
6. The reports listed above are available for review at the following link:  
<https://filecloud.sandiego.gov/url/3hj2rt8v572mbrdw>

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

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

**3-12.8.7 Hazardous Waste Operations and Emergency Response (HAZWOPER) Certificate.** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. If flammable liquids or other hazardous wastes are encountered during dewatering activities, construction staff shall be required to have a HAZWOPER certificate in accordance with 5-15.1, “General” and in compliance with CCR Title 8, Section 5192 and 29 CFR, Part 1910.

**3-12.8.8 Payment.** To the “WHITEBOOK”, item 3, ADD the following:

5. Submit supporting invoices and a Schedule of Values for the Lump Sum Bid item for “Dewatering Hazardous Contaminated Water” in accordance with 7-2.1, “Schedule of Values (SOV)”. The SOV shall itemize the Work to show the following:
  - i. All costs associated with handling contaminated groundwater specified in 3-12.8.6, “Dewatering System”, and 3-12.8.7, “Hazardous Waste Operations and Emergency Response (HAZWOPER) Certificate”.
  - ii. All costs associated with equipment used for dewatering hazardous contaminated groundwater, including costs for mobilization and demobilization.
  - iii. All rental and operating costs for equipment used for dewatering contaminated groundwater.

ADD the following:

6. The payment for Hazardous Waste Operations and Emergency Response (HAZWOPER) certification and training for construction staff shall be paid in accordance with 5-15.17, “Payment”.

**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 warranted free from defective workmanship and materials for a period longer than 1 year are as follows:

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

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

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

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

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of South Mission Beach. See **Appendix F - Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a) Block 2S1 South Mission Beach UUD (B12067) Mission Beach South of San Fernando Pl, Jie Xiao, (619) 533-5496

- b) Residential Project Block 2S1 (UU977) Mission Beach South of San Fernando Pl, Breanne Busby (619) 533-4526
- c) South Mission Beach Storm Drain and Green Infrastructure (B18117 /B18118) Various locations in South Mission Beach, Ronald Famorcan (619)-533-6902

**SECTION 4 - CONTROL OF MATERIALS**

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

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

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

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

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

**SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES**

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

**5-4 INSURANCE.**

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

**5-4.1 Policies and Procedures.**

- 1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
- 4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled

to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.

5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**5-4.2 Types of Insurance.**

**5-4.2.1 Commercial General Liability Insurance.**

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

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

**5-4.2.2 Commercial Automobile Liability Insurance.**

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

### **5-4.2.3**

#### **Contractors Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

### **5-4.2.4**

#### **Contractors Hazardous Transporters Pollution Liability Insurance.**

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

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

4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.
5. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

**5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

**5-4.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

**5-4.4 Evidence of Insurance.** Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

**5-4.5.1.1 Additional Insured.**

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected

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

3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products,
  - c) your Work, e.g., your completed operations performed by you or on your behalf, or
  - d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products, or
  - c) premises owned, leased, controlled, or used by you.

**5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

**5-4.5.2 Commercial Automobile Liability Insurance.**

**5-4.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

### 5-4.5.3 **Contractors Pollution Liability Insurance Endorsements.**

#### 5-4.5.3.1 **Additional Insured.**

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

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

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

**5-4.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**5-4.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

**5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

**5-4.5.4.1 Additional Insured.**

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

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

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

**5-4.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**5-4.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

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

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

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

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

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

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

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

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

2. Limits for this insurance shall be not less than the following:

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

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

**5-4.11.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

**ADD:**

**5-10.1.3 Weekly Updates Recipients.**

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Matthew Veverka , Project Manager, [MVeverka@sandiego.gov](mailto:MVeverka@sandiego.gov)

Carlos Navarro II, Project Engineer, [NavarroC@sandiego.gov](mailto:NavarroC@sandiego.gov)

Resident Engineer, TBA, [XXX@sandiego.gov](mailto:XXX@sandiego.gov)

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

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

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

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

“Community Outreach Services” and 5-10.3 “Exclusive Community Liaison Services”.

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

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

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

10. 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.

**5-15.17 Payment.** To the "WHITEBOOK", ADD the following:

5. The payment for Hazardous Waste Operations and Emergency Response (HAZWOPER) certification and training for construction staff shall be included in the allowance Bid item for "Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification".

## **SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK**

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

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

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

**6-1.2.1 Construction Phasing.** To the "WHITEBOOK", ADD the following:

3. Contractor must start construction on eastern portion of the project beginning with the sewer and water phase 2 of the Work By City Forces, sheet 40709-40-D. **See Appendix M- Construction Phasing Map.**
4. After completion of the eastern portion of the project, Contractor must begin construction on Mission Blvd and Asbury Ct, phases 1 & 20. **See Appendix M - Construction Phasing Map.**

**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) Summer Moratorium @ Beach, from **Memorial Day to Labor Day** (inclusive).

**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 Mitigated Negative Decalaration for Mission Beach Water & Sewer Replacement. Project No. 624975**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Addendum to Mitigated Negative Decalaration** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price.

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

4. You shall retain a qualified archaeologist and Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist and Native American monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

## **SECTION 7 – MEASUREMENT AND PAYMENT**

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

3. The Lump Sum Bid item for "**ADA Compliant Storm Drain Inlet Grate Replacement**" shall include, and not be limited to, the removal, replacement, adjustment to grade of Storm Drain Inlet Grates as specified in the Plans.

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

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

designated representative of the City shall sign the request for the release of Escrow funds.

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

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

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

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

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

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

**TABLE 7-3.9**

**FIELD ORDER LIMITS**

<b>Contract Price</b>	<b>Maximum Field Order Work Amount</b>
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.

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

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

### **SECTION 203 – BITUMINOUS MATERIALS**

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

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

### **SECTION 207 – GRAVITY PIPE**

**ADD:**

**207-26 HIGH-DENSITY POLYETHYLENE (HDPE)**

**207-26.1 General.**

1. This section specifies high-density polyethylene (HDPE) plastic pipe (3-16 inch), fittings and appurtenances, for used for gravity sanitary sewers, complete in place.

**207-26.2 Material.**

1. HDPE pipe shall be used for gravity sanitary sewers where indicated on the Plans. Medium-density polyethylene (MDPE) shall not be acceptable.
2. The sizing of HDPE pipe shall be in accordance with ASTM F714 and shall be based upon the Iron Pipe Size (IPS), outside diameter sizing system. Pipe shall conform to SDR 21.
3. Except as otherwise indicated, pipe and fittings furnished under this Section shall comply with section 207-19 Polyethylene (PE) Solid Wall Gravity Pipe and shall conform to the requirements of ASTM D3350.
4. Pipe and fittings shall comply with section 207-19.2 Material Composition and shall conform to the requirements of ASTM D3350, type PE 4710 with cell classification 4454 or higher.

**207-26.3 Marking.**

1. HDPE gravity sewer pipe shall be gray/white in lieu of black. Pipelines shall be furnished with a longitudinal green service indicator stripe on the exterior of piping.

**207-26.4 Joints.**

1. Joints between HDPE pipe shall be constructed by butt fusion or electrofusion techniques in accordance with ASTM F2620, heat fusion type or ASTM F1290 electrofusion type. The recommendations of the pipe manufacturer shall govern the fusion process, including the specification for the ideal temperature for pipeline fusion.

**207-26.5 Wye Connections.**

1. Lateral connections to mainline shall be made with wye saddles joined to the mainline using saddle fusion procedures conforming to ASTM 2620 and manufacturer's recommendations.

**207-26.6 Existing Lateral Connections.**

1. Lateral connections between new and existing sewer laterals shall be made by sleeved stainless-steel flexible couplings conforming to section 208-5 Type "Z" Joint and City of San Diego Approved Materials List for Wastewater.

**207-26.7 Manufacturers.**

1. The products of this specification section shall be manufactured by one of the below listed manufacturers (or equal):
  - a) JM EAGLE - JMM HDPE PE 4710

**207-26.8 Pipe to Manhole Flexible Coupling.**

1. Pipe connection to manholes shall be made with a watertight flexible boot connector and comply with section 208-6 Pipe to Manhole Flexible Couplings and shall conform to the requirements of ASTM C923.

**207-26.8.1 Manufacturers.**

1. The products of this specification section shall be manufactured by one of the below listed manufacturers (or equal):
  - a) PRESS-SEAL - PSX: Direct Drive

## SECTION 209 – PRESSURE PIPE

**209-1.1.1 General.** To the “WHITEBOOK”, ADD the following:

3. Refer to AWWA C900-16 for all references to AWWA C905.

**ADD:**

### **209-9 INTERNALLY RESTRAINED JOINT PVC PIPE**

**209-9.1 General.**

1. This section specifies PVC pressure pipe with internally restrained joints and all appurtenant work to be used for potable water mains, complete in place.

**209-9.2 Material.**

1. PVC pressure pipe in sizes 4 through 12 inches shall conform to the applicable requirements of ANSI/AWWA C900. Pipe shall also be subject to additional requirements indicated herein.
2. PVC pressure pipe shall be with Reiber-type, steel-reinforced elastomeric gasket joints and factory-installed, serrated-metal, full-circumference, ring-type internal joint restraint system.
3. Unless otherwise specified or shown on the drawings, pipe must meet AWWA C900 DR14 Pressure Class 305. Joint restraint system must meet ASTM F1674.

**209-9.3 Fittings.**

1. Fittings used with PVC pipe shall have mechanical joints and shall conform to the requirements of ANSI/AWWA C110/A21.10 and ANSI/AWWA C111/A21.11. Solvent cement joints or push-on joints will not be allowed.
2. Bolt holes in the flanges of the mechanical joint fitting shall straddle the vertical centerline of the fitting.
3. Glands shall be made of ductile iron and shall be factory-stamped. Ductile iron from which the glands are cast shall have a minimum elongation of 5%.
4. Bolts shall be tee heads made of high-strength low-alloy steel or ductile iron in accordance with ANSI/AWWA C111/A21.11.
5. Buried mechanical joint couplings shall be wrapped and coated with petrolatum/wax tape Trenton Inc. or approved equal.

**209-9.4 High-Deflection Couplings.**

1. High deflection Couplings shall be used on any self-restrained AWWA C900 pressure pipe (4”-12”). High deflection couplings shall allow for 10 degrees of

pipe deflection per coupling after insertion and shall be rated for 350 psi working pressure.

2. The couplings shall be furnished with integral restraining gaskets per AWWA C111/A21.11, provided with protective fusion bonded epoxy coat ANSI/AWWA C116/A21.16-09 (Internal & External).
3. Gasket shall meet ANSI/NSF 61 requirements. Ductile iron material shall be per ASTM A536.

**209-9.5 Manufacturers.**

1. The internally restrained PVC pipe specified in this specification section shall be manufactured by one of the below listed manufacturers (or equal):
  - a) JM EAGLE - Eagle Loc 900
  - b) DIAMOND PLASTICS CORPORATION - Diamond Loc-21
  - c) NORTH AMERICAN PIPE CORPORATION - Certa-Lok C900/RJ

**SECTION 217 – BEDDING AND BACKFILL MATERIALS**

**217-2.1 General.** To the “GREENBOOK”, DELETE Table 217-2.1 in its entirety and SUBSTITUTE with the following:

Zone	Zone Limits	Maximum Rock Size (greatest dimension)	Sand Equivalent (Excluding Rock)
Backfill Zone	From subgrade to 12" (300 mm) above top of pipe.	6" (150 mm)	Not less than 30

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

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

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

ADD the following:

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

## SECTION 302 – ROADWAY SURFACING

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

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

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

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

## SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

**ADD:**

**306-1.1**

### **High-line Phasing.**

1. Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:
  - a) Phase I: Mission Blvd
  - b) Phase II: Bayside Ln
  - c) Phase III: Strand Way
  - d) Phase IV-XXXII: Starting with San Fernando Pl west of Mission Blvd, then each alley going south from there, then the alleys going from south to north east of Mission Blvd including Asbury Ct (See Plans)

**ADD:**

**306-1.2**

### **Phased Paving.**

1. You shall implement phased paving, when directed and approved by the Engineer.
2. The Engineer will notify you when you can proceed with phased paving Work. Each phase shall be completed within **90 Calendar Days** after the Engineer’s notification. Plan and schedule your Work accordingly to ensure each phase is complete.
3. When Phased Paving is initiated, the following Work shall be completed within the determined areas:
  - a) Installation of mains and appurtenances.
  - b) Operational checks and testing.

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

**ADD:**

**306-1.2.1**

**Payment.**

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

**306-7.8.2.1**

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

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

**ADD:**

**306-8.5.4**

**High Deflection Coupling.**

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

**ADD:**

**306-8.10 INTERNALLY RESTRAINED JOINT PVC PIPE.**

1. All laying, jointing, and testing for defects and for leakage shall be performed in the presence of the City Engineer, and shall be subject to approval before acceptance.

**306-8.10.1 Storage.**

1. Pipe should be stored at the job site in unit packages provided by the manufacturer.
2. Caution shall be exercised to avoid compression damage or deformation to bell ends of the pipe.
3. Pipe shall be stored in such a way as to prevent sagging or bending and shall be protected from exposure to direct sunlight by covering with an opaque material while permitting adequate air circulation above and around the pipe.
4. Gaskets should be stored in a cool, dark place out of the direct rays of the sun, preferably in original cartons.

**306-8-10.2 Installation of Pipe.**

1. Where necessary to raise or lower the pipe due to unforeseen obstructions or other causes, the Engineer may direct a change in the alignment or the grades. Such change shall be made by the use of high deflection couplings used within the manufacturer's recommended tolerances.
2. Each section of pipe shall be laid in the order and position shown on the Plans. Unless indicated otherwise, the pipe shall be laid to the design line and grade, within approximately one inch plus or minus. No tolerance is permitted on pipes designed for zero slope.
3. Cutting and machining of the pipe shall only be in accordance with the pipe manufacturer's standard procedures for this operation. Pipe shall not be cut by any method that may fracture the pipe, produce ragged, uneven edges, or otherwise impair the condition of the pipe.
4. Where curved alignments are indicated, high deflection couplings shall be used within the manufacturer's recommended tolerances.
5. Pipe and fittings shall be installed in accordance with the recommendations of the manufacturer. The CONTRACTOR shall install all pipe, fittings, closure pieces, bends, reducers, wyes, tees, crosses, outlets, manifolds, and other steel plate specials, bolts, nuts, gaskets, jointing materials, and all other appurtenances as indicated and as required to provide a complete and workable installation.
6. No pipe or appurtenance shall be installed when the interior or exterior surfaces show cracks or other defects that may be harmful as determined by the Engineer. Damaged interior and exterior surfaces shall be repaired to the satisfaction of the Engineer or a new undamaged pipe or appurtenance shall be provided.

7. Buried self-restrained PVC pipe joints shall be wrapped and coated with petrolatum /wax tape Trenton Inc. or approved equal to prevent external water intrusion.

**306-8-10.3 Installation of Bends, Tees, and Reducers.**

1. Changes in direction of PVC pipe shall only be by use of fittings or by use of deflection couplings. Longitudinal bending of pipe is not allowed. Deflection of pipe at fittings other than at deflection couplings is not allowed.

**306-15.1 General.** To the "WHITEBOOK", item 1, subsection "o", DELETE in its entirety. To the "WHITEBOOK", ADD the following:

- q) Geotextile fabric and crushed rock as specified in the plans for bedding of water pipes.

**306-15.2 Shoring and Bracing.** To the "WHITEBOOK", item 1, DELETE in its entirety and substitute with the following.

1. The bid item for "**Trench Shoring and Bracing**" shall include full compensation for furnishing, installing, maintaining, and removing all sheeting, shoring, or bracing for conditions encountered that require shoring or necessitate shoring and bracing to maintain the integrity of the street, excluding engineered Shoring Plan. No additional payment shall be made.

**SECTION 402 - UTILITIES**

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

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

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

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

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

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

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

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

5.      Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
  - a)      Mission Blvd from San Fernando Pl to San Diego Pl

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

- d)      Place "NO PARKING - TOW-AWAY ZONE" signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING - TOW-AWAY ZONE" signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.

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

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

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

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

## **SECTION 900 - MATERIALS**

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

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

## SECTION 901 – INSTALLATION AND CONNECTION

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

2. The Engineer will coordinate all interactions between you and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations. Upon your request, the Engineer shall notify the City's Public Utilities Department's staff as noted below which shall be required at least 20 Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.
  - a) Transmission Mains (16 inches and larger) – Jesus Ramos (619-527-7438)
  - b) Distribution Mains (less than 16 inches) – Freddy Porter (619-527-7539)
  - c) Water Facilities – Tatyana Fikhman (619-527-7465) and Jesus Ramos (619-527-7438)

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

5. The Engineer will coordinate all interactions between you and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations. Upon your request, the Engineer shall notify the City's Public Utilities Department as noted below which shall be required at least 20 Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.
  - a) Transmission Mains (16 inches and larger) – Jesus Ramos (619-527-7438)
  - b) Distribution Mains (less than 16 inches) – Freddy Porter (619-527-7539)
  - c) Water Facilities – Tatyana Fikhman (619-527-7465) and Jesus Ramos (619-527-7438)

## 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 THE MITIGATED NEGATIVE DECLARATION**



THE CITY OF SAN DIEGO

## ADDENDUM TO MITIGATED NEGATIVE DECLARATION

Project No. 624975  
Addendum to MND No. 255100  
SCH No. 2011091045

**SUBJECT:** M. Beach Water and Sewer: Project proposes to replace-in-place approximately 18,153 linear feet (LF) of existing water pipeline and replace-in-place approximately 2,350 LF of existing sewer mains and approximately 110 sewer laterals (including existing pipes and appurtenances). Additionally, three new manholes will be installed, which would require a 10' X 10' excavation area (with depths ranging from 5 to 7'). Project is located within the Mission Beach Community Planning area (Council District 2). The entire project is generally located on Strand Way, Mission Boulevard, Bayside Lane, San Fernando Court, Asbury Court, San Diego Place, and Various Alleys.

### I. PROJECT DESCRIPTION

Applicant: City of San Diego Public Engineering and Capital Projects Department, Right of Way Division

Project Location: The Mission Beach Water and Sewer project is located within the Mission Beach Community Planning area (Council District 2). The entire project is generally located on Strand Way, Mission Boulevard, Bayside Lane, San Fernando Court, Asbury Court, San Diego Place, and Various Alleys.

Project Description: The Mission Beach Water & Sewer Replacement project proposes to replace-in-place approximately 18,153 linear feet (LF) of existing water pipeline and replace-in-place approximately 2,350 LF of existing sewer mains and approximately 110 sewer laterals (including existing pipes and appurtenances). Additionally, three new manholes will be installed, which would require a 10' X 10' excavation area (with depths ranging from 5 to 7'). The project proposes to replace the existing water pipeline with 8" and 12" diameter pipes with depths ranging from 3' to 5'. The project proposes to replace the existing sewer pipeline with 8" and 10" diameter pipes with depths ranging from 3' to 10'. It is assumed the trench width will not exceed 3'. There will be new appurtenances including valves, tees, crosses, manholes, and bends. Existing double tees along Mission Boulevard (at alley intersections) will be replaced with crosses and new connecting bends; to minimize the amount of valves on Mission Boulevard and to minimize future maintenance. Project excavation will disturb native soils at new and replacement manhole locations, and at the intersections where existing double tees will be removed (along Mission Blvd).

The staging area will be approximately 10,000 square feet and the excavation area will be approximately 73,440 square feet. Tables 1 and 2 (attached) show the sewer and water lengths and depths.

The project area is within South Mission Beach between San Fernando Place and San Diego Place. The project is located within the Mission Beach Community Planning Area (Council District 2). More specific descriptions of construction methods are as follow:

**Open Trenching:** The open trench method of construction will be used for complete replacement portions of the Project. Trenches are typically 3-5 feet wide and are dug with excavators and similar large construction equipment. All trenching work would occur within the public right-of-way.

**Abandonment:** Pipeline abandonment activities will have minimum surface/subsurface disturbance at both ends of the mains. Disturbance would be limited to removal of manholes and exposed pipe sections. All abandonment would occur within the Right-of-Way.

**Potholing:** Potholing will be used to verify utility crossings. These 'potholes' are made by using vacuum type equipment to open up small holes into the street or pavement.

## **II. ENVIRONMENTAL SETTING**

The Mission Beach Water & Sewer Replacement project would occur within the developed public right-of-way and public utility easements of previously disturbed private property within the City of San Diego described above under Project Location. Surrounding land uses include existing residential, institutional, industrial and commercial developments. See attached MND for the environmental setting for the overall Citywide Pipeline Projects.

## **III. SUMMARY OF ORIGINAL PROJECT**

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. Pursuant to the City of San Diego's Municipal Code Section 128.0306 and Section 15164(c) of State CEQA Guidelines addenda to environmental documents are not required to be circulated for public review.

## **IV. ENVIRONMENTAL DETERMINATION**

The City previously prepared and adopted the Citywide Pipelines Projects Mitigated Negative Declaration (MND 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.

### Archaeological Resources

The Citywide Pipelines Project MND No. 255100 concluded that pipeline projects located within the

public right-of-way and city easements could result in significant environmental impacts relating to archaeological resources, which included mitigation to reduce impacts to archaeological resources to below a level of significance. Portions of the project area identified with the Mission Beach Water and Sewer project would include excavation of previously undisturbed soil which has the potential to contain sensitive archaeological resources.

To reduce potential archaeological resource impacts to below a level of significance, all excavation within previously undisturbed soil would be monitored by a qualified archaeologist or archaeological monitor and Native American monitor. Any significant archaeological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Mitigated Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Mitigated Negative Declaration result.

## **VI. MITIGATION, MONITORING, AND REPORTING PROGRAM (MMRP) INCORPORATED INTO THE PROJECT**

### Cultural Resources (Archaeology)

#### **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 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 ¼ 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
    - a. 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.
    - b. 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).
    - c. 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 (CSV). The CSV'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 can not 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 CSVN 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.

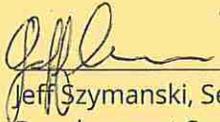
The above Mitigation Monitoring and Reporting Program may require additional fees and/or deposits to be collected prior to the issuance of building permits, certificates or occupancy and/or final maps to ensure the successful completion of the monitoring program.

## **VII. IMPACT SIGNIFICANCE**

The MND identified that all impacts would be mitigated to below a level of significance through mitigation. 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 adopted 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.

  
\_\_\_\_\_  
Jeff Szymanski, Senior Planner  
Development Services Department

6/18/19  
Date of Final Report

Analyst: Courtney Holowach

### Attachments:

Location Map

Mitigated Negative Declaration No. 255100/SCH No. 2011091045

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**MISSION BEACH WATER & SEWER REPLACEMENTS**

SENIOR ENGINEER Michael Ninh (619) 533-7443	PROJECT MANAGER Ikhlass Shamoun (619) 533-4619	PROJECT ENGINEER Carlos Navarro II (619) 527-3106	DRAFTER Edgar Guina (619) 533-4674
---	--	---	--



**Legend**

Water_To_Be_Replaced	Sewer_To_Be_Abandoned
Sewer_To_Be_Replaced	New_MH



### MISSION BAY WATER & SEWER REPLACEMENT

SENIOR ENGINEER  
SUMER HASENIN  
(619)533-4102

PROJECT MANAGER  
MARK GIANDONI  
(619)533-4434

PROJECT ENGINEER  
REYNALDO De GUZMAN  
(619) 533-6610

FOR QUESTIONS ABOUT THIS PROJECT  
Call: (619) 533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



#### Legend

- Sewer To Be Replaced
- Water To Be Replaced



COMMUNITY NAME: MISSION BEACH

COUNCIL DISTRICT: 2

Date: 2/17/2017

Mission Beach Water & Sewer Replacement  
Appendix A - Addendum to Mitigated Negative Declaration



SAP ID: B00000 (S) \ B00000 (W)

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**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

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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	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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.

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 4 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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.

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

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

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

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

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.

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

- 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.) <b>Zip:</b>	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="checkbox"/>	<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>			

<b>Fire Hydrant Meter Removal Request</b>	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: <b>\$ 936.00</b>	Fees Amount: <b>\$ 62.00</b>
Meter Serial #	Meter Size: <b>05</b>	Meter Make and Style: <b>6-7</b>
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**

**MISSION BEACH WATER & SEWER REPLACEMENTS**

SENIOR ENGINEER Nicole Salem  (619) 533-7443	PROJECT MANAGER Ikhlass Shamoun  (619) 533-4619	PROJECT ENGINEER Carlos Navarro II  (619) 527-3106	DRAFTER Edgar Guina  (619) 533-4674
---	--	---	--



**Legend**

Water_To_Be_Replaced	Sewer_To_Be_Abandoned
Sewer_To_Be_Replaced	New_MH



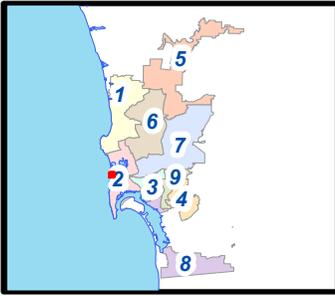
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**APPENDIX F**  
**ADJACENT PROJECT MAPS**

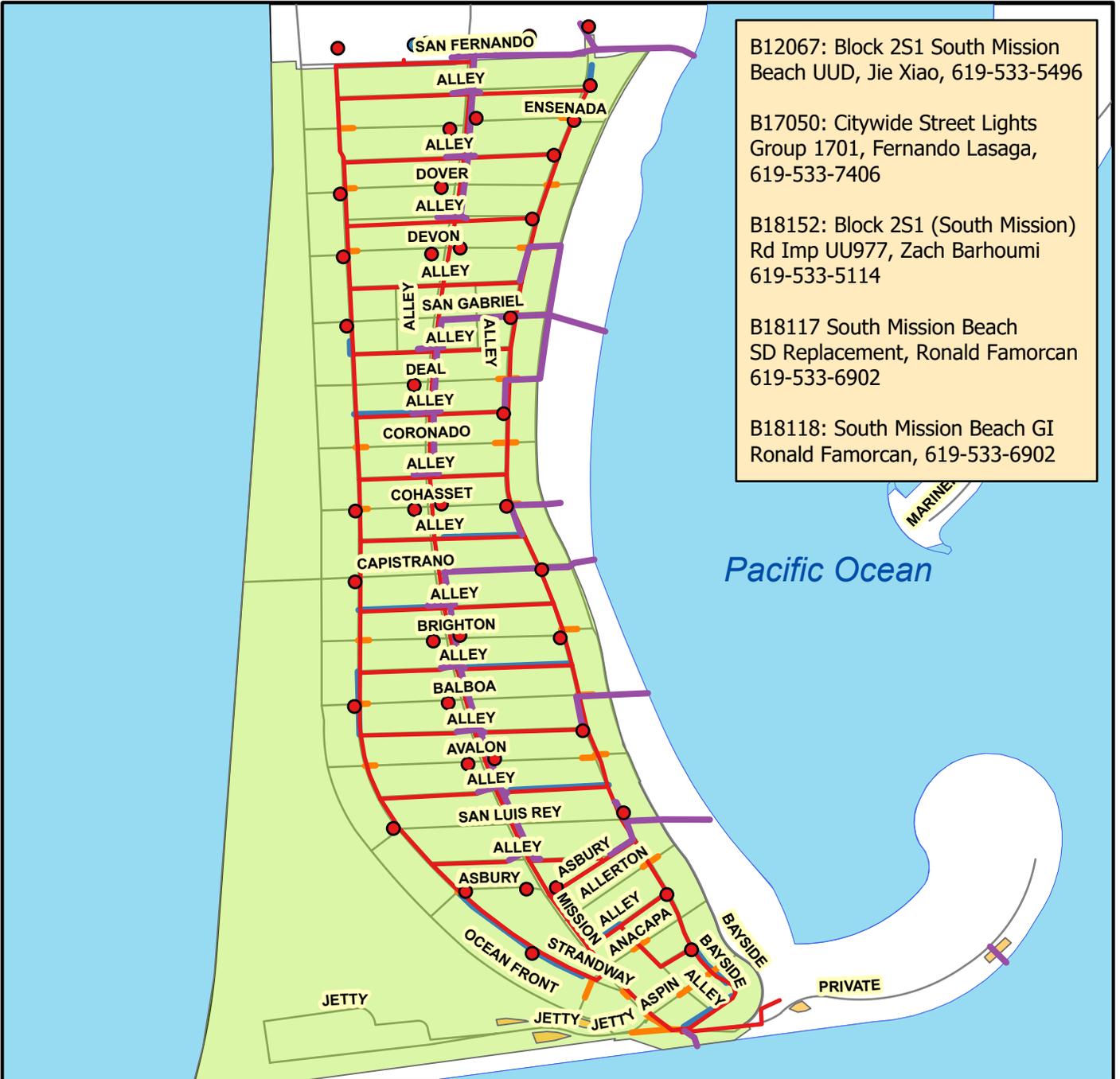
# Mission Beach Water & Sewer Replacement

## ADJACENT PROJECTS

SENIOR ENGINEER NICOLE SALEM 619-533-7443	PROJECT MANAGER MATTHEW VEVERKA 619-533-5192	PROJECT ENGINEER CARLOS NAVARRO II 619-527-3106	FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: <a href="mailto:engineering@sanidiego.gov">engineering@sanidiego.gov</a>
---	--	---	---



- B12067: Block 2S1 South Mission Beach UUD, Jie Xiao, 619-533-5496
- B17050: Citywide Street Lights Group 1701, Fernando Lasaga, 619-533-7406
- B18152: Block 2S1 (South Mission) Rd Imp UU977, Zach Barhouni 619-533-5114
- B18117 South Mission Beach SD Replacement, Ronald Famorcan 619-533-6902
- B18118: South Mission Beach GI Ronald Famorcan, 619-533-6902



### Legend

- |          |          |          |          |
|----------|----------|----------|----------|
| ● B12067 | ■ B18117 | ■ B17170 | ■ B12067 |
| ● B17050 | ■ B18152 | ■ B17169 | ■ B18118 |



COMMUNITY NAME: MISSION BEACH

COUNCIL DISTRICT: 2

Date: February 12, 2020

Mission Beach Water & Sewer Replacement  
Appendix F - Adjacent Project Maps



SAP ID: B17170 (S) \ B17169 (W)

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**APPENDIX G**

**CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT**

**Appendix G**

City of San Diego  
Asphalt Concrete Overlay

**Contractor's Daily Quality Control Inspection Report**

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

Locations: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Mix Specification: Attached Supplier: \_\_\_\_\_

Dig out Locations: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Tack Coat Application Rate @ Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Temperature at Placement @ Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Depth @Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Compaction Test Result @Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Location and nature of defects:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Date's City Laboratory representative was present:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Verified the following:

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

Initials:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Deviations from QCP \_\_\_\_\_ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

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

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

Ambient Temperature (Start of Work): \_\_\_\_\_ Time: \_\_\_\_\_

Environmental Considerations: \_\_\_\_\_

Locations (Address Range/Cross Streets):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Approved Mix Design: \_\_\_\_\_

Material Suppliers: \_\_\_\_\_

RPMS Type(s): \_\_\_\_\_

Slurry Machine #'s: \_\_\_\_\_

Estimated Cure Time (Break) of Slurry: \_\_\_\_\_

Pre-Mix (Per 100 Counts) Gate Setting/Emulsion %:  
\_\_\_\_\_

Aggregate Weight: \_\_\_\_\_

Cement % (by weight of aggregate): \_\_\_\_\_

Crumb Rubber % (by volume of cement): \_\_\_\_\_

Machine Inspection

Leaks: \_\_\_\_\_

Sprayers: \_\_\_\_\_

Emulsion Filter: \_\_\_\_\_

Carbon Black: \_\_\_\_\_

Spreader Box Inspection

Cleanliness: \_\_\_\_\_

Augers: \_\_\_\_\_

Rubbers: \_\_\_\_\_

Fabric: \_\_\_\_\_

Runners: \_\_\_\_\_

Project Conditions

Crack Fill: \_\_\_\_\_

Asphalt Deficiencies: \_\_\_\_\_

Cleanliness: \_\_\_\_\_

Impediments/Other: \_\_\_\_\_

Communication to Client/ Resident Engineer

Crack Fill: \_\_\_\_\_

Asphalt Deficiencies: \_\_\_\_\_

Cleanliness: \_\_\_\_\_

Impediments/Other: \_\_\_\_\_

Test Lab

Tech: \_\_\_\_\_ Time on Site: \_\_\_\_\_

Notes

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

QCP Administrator Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX H**  
**MONTHLY DRINKING WATER DISCHARGE MONITORING FORM**

# DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by ([http://www.waterboards.ca.gov/water\\_issues/programs/npdes/docs/drinkingwater/final\\_statewide\\_wqo2014\\_0194\\_dwq.pdf](http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf)), and as follows:

<b>Project Name:</b>		<b>WBS No.:</b>		<b>Watershed No.</b>	
<b>Qualified Person Conducting Tests:</b>		<b>signature</b>			

BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE

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

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

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

Instructional Notes found on the Page 2 of 2

**Submit completed Form to RE**

## Receiving Water Monitoring

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

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

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

## Instructional Notes

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

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

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

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

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

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

**APPENDIX I**  
**HAZARDOUS WASTE LABEL/FORMS**

# HAZARDOUS WASTE

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

GENERATOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ 24 HR. PHONE ( ) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EPA ID NO. \_\_\_\_\_ MANIFEST DOCUMENT NO. \_\_\_\_\_

EPA WASTE NO. \_\_\_\_\_ CA WASTE NO. \_\_\_\_\_ ACCUMULATION START DATE \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

CONTENTS, COMPOSITION \_\_\_\_\_

PROPER DOT SHIPPING NAME \_\_\_\_\_

TECHNICAL NAME (S) \_\_\_\_\_

UN/NA NO. WITH PREFIX \_\_\_\_\_

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

**HANDLE WITH CARE!**  
CONTAINS HAZARDOUS OR TOXIC WASTES

# INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## If you have an emergency, Call 911

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

### Questions for Incident Assessment:

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

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

\*Call 911 in an emergency\*

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

If in doubt, report the release.

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

# NON REPORTABLE RELEASE INCIDENT FORM

## 1. RELEASE AND RESPONSE DESCRIPTION

Incident # \_\_\_\_\_

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

## 2. ADMINISTRATIVE INFORMATION

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

## 3. CHEMICAL INFORMATION

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

**EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM**

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

## **EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS**

### **GENERAL INFORMATION:**

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

### **BASIC INSTRUCTIONS:**

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

### **SPECIFIC INSTRUCTIONS:**

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

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

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

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

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

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

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

**Block H:** List any additional pertinent information.

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

### **MAIL THE COMPLETED REPORT TO:**

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

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

**APPENDIX J**  
**SAMPLE ARCHAEOLOGY INVOICE**

**(FOR ARCHAEOLOGY ONLY)**

**Company Name**

**Address, telephone, fax**

**Date:** Insert Date

**To:** Name of Resident Engineer  
City of San Diego  
Field Engineering Division  
9485 Aero Drive  
San Diego, CA 92123-1801

**Project Name:** Insert Project Name

**SAP Number (WBS/IO/CC):** Insert SAP Number

**Drawing Number:** Insert Drawing Number

**Invoice period:** Insert Date to Insert Date

**Work Completed:** Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

**Detailed summary of work completed under this bid item:** Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal						\$3,420

**Work Completed:** Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

**Detailed summary of work completed under this bid item:** Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal							\$3,420

**Total this invoice:** \$ \_\_\_\_\_

**Total invoiced to date:** \$ \_\_\_\_\_

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
  - a. Please briefly describe your application (consideration) of all four California Register criteria.
  - b. If the resource is eligible under Criterion D, please define the important information that may be present.
  - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
  - d. What is the age of the resource?
  - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
  - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
  - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
  - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

**APPENDIX K**  
**SAMPLE OF PUBLIC NOTICE**



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• 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

To contact the City of San Diego: SD Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

To contact the City of San Diego: SD Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

## APPENDIX L

### 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**



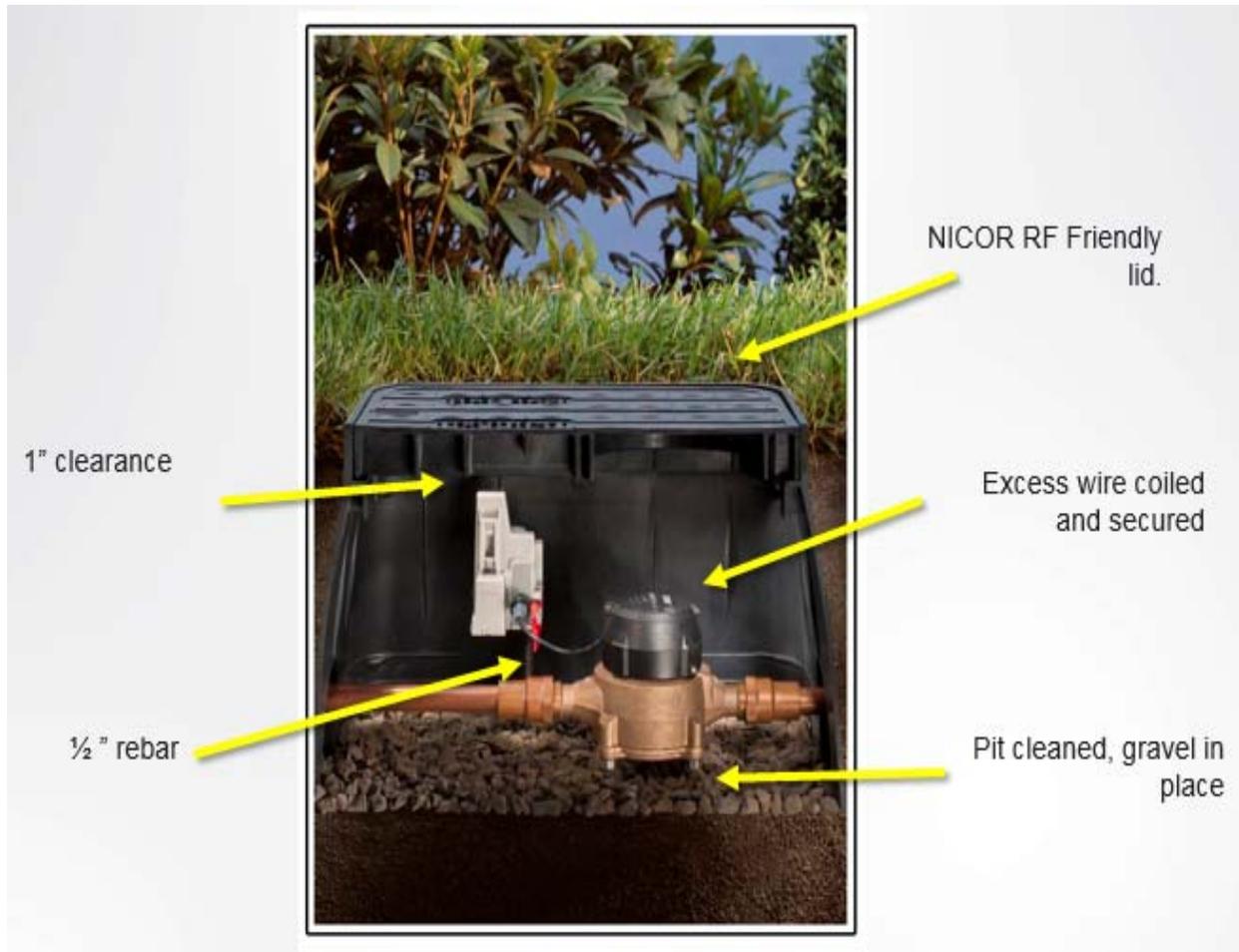
Network Devices, see Photo 3:

**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**

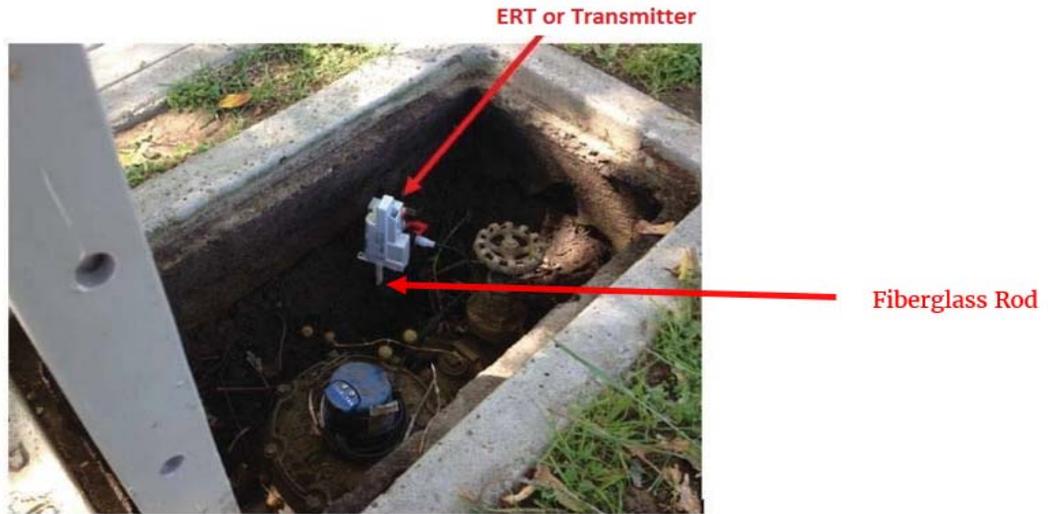


Photo 6 below is an example of disturbance that shall be avoided:

**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 M**  
**CONSTRUCTION PHASING MAP**

**Mission Beach Water & Sewer Replacement**

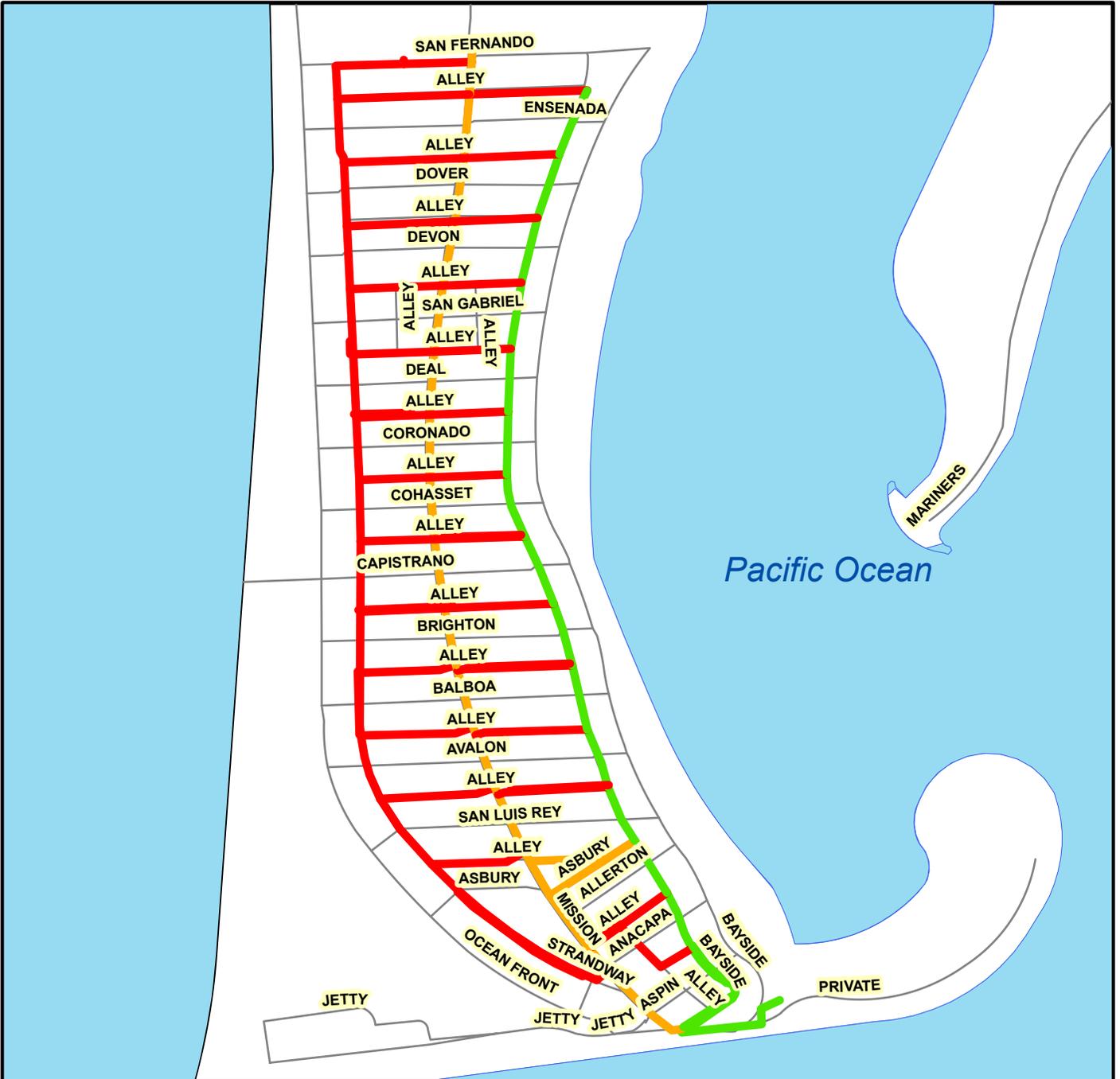
**Construction Phasing**

SENIOR ENGINEER  
NICOLE SALEM  
619-533-7443

PROJECT MANAGER  
MATTHEW VEVERKA  
619-533-5192

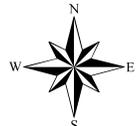
PROJECT ENGINEER  
CARLOS NAVARRO II  
619-527-3106

FOR QUESTIONS ABOUT THIS PROJECT Call:  
(619) 533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



**Legend**

- Phase 2  
to be constructed 1st
- Phases 1 & 20  
to be constructed 2nd
- Phases 3 -19 & 21-32  
to be constructed last



Construction phasing shall be coordinated with the contractor(s) performing work for the South Mission Beach Storm Drain & Green Infrastructure project

COMMUNITY NAME: MISSION BEACH

COUNCIL DISTRICT: 2

SAP ID: B17170 (S) \

Date: February 28, 2020



B17169(W)

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**ATTACHMENT F**  
**RESERVED**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

## CONTRACT AGREEMENT

---

### CONSTRUCTION CONTRACT

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **Burtech Pipeline Incorporated**, herein called "Contractor" for construction of **Mission Beach Water & Sewer Replacement**; Bid No. **K-20-1931-DBB-3** in the amount of **Fourteen Million Six Hundred Sixty Nine Thousand Nine Hundred Fifty-Nine Dollars and Eighty-Four Cents (\$14,669,959.84)**, consisting of an amount not to exceed **\$4,500,000.00 for Phase I**; **\$7,000,000.00 for Phase II** and **\$3,169,959.84 for Phase III**.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Phased Funding Schedule Agreement.
  - (e) That certain documents entitled **Mission Beach Water & Sewer Replacement**, on file in the office of the Public Works Department as Document No. **B-17169 & B-17170**, 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 **Mission Beach Water & Sewer Replacement**, Bid Number. **K-20-1931-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)

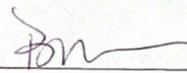
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By  \_\_\_\_\_

By  \_\_\_\_\_

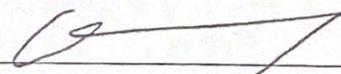
Print Name: James Nagelvoort  
Director  
Engineering & Capital Projects Department

Print Name: Bonny Hsu  
Deputy City Attorney

Date: 12/17/2020

Date: 12/21/20

CONTRACTOR

By  \_\_\_\_\_

Print Name: Dominic J. Burtech

Title: President & CEO

Date: October 20, 2020

City of San Diego License No.: B1996002066

State Contractor's License No.: 718202

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000006324

## **CERTIFICATIONS AND FORMS**

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

## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

## **CONTRACTOR CERTIFICATION**

---

### **DRUG-FREE WORKPLACE**

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

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

## CONTRACTOR CERTIFICATION

---

### AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

## **CONTRACTOR CERTIFICATION**

---

### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

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

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

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

## CONTRACTOR CERTIFICATION

---

### EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

**AFFIDAVIT OF DISPOSAL**

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

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

**Mission Beach Water & Sewer Replacment**  
\_\_\_\_\_  
(Project Title)

as particularly described in said contract and identified as Bid No. **K-20-1931-DBB-3**; SAP No. (WBS/IO/CC) **B-17169, B-17170, (ALT: B-18117, B-18118)**; 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

Signature of Supplier

Address

**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 <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
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)**

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

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

MISSION BEACH WATER & SEWER REPLACEMENT

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 23RD day of JUNE, 2020

BURTECH PIPELINE, INCORPORATED (SEAL)  
(Principal)

NORTH AMERICAN  
SPECIALTY INSURANCE COMPANY (SEAL)  
(Surety)

By:   
(Signature)

By:   
(Signature)

DOMINIC J. BURTECH, JR., PRESIDENT

MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.

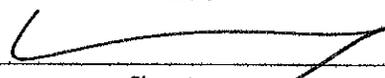
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name



Signature

Date July 9, 2020

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

<b>Legal Name</b>		<b>DBA</b>	
Burtech Pipeline, Incorporated			
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
102 Second Street,	Encinitas,	CA	92024
<b>Contact Person, Title</b>		<b>Phone</b>	<b>Fax</b>
Buddy Aquino - Chief Estimator		(760) 634-2822	(760) 634-2415

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.

<b>Name</b>	<b>Title/Position</b>
Dominic J. Burtech	President & CEO
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
Encinitas, CA	
<b>Interest in the transaction</b>	
51%	

<b>Name</b>	<b>Title/Position</b>
Julie J. Burtech	Exec. VP & Secretary
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
Encinitas, CA	
<b>Interest in the transaction</b>	
49%	

### \* 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.

Dominic J. Burtech, President & CEO

Print Name, Title

Signature

July 9, 2020

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
Dominic J. Burtech	President & CEO
Julie J. Burtech	Exec. VP & Secretary

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

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

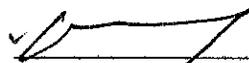
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have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

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

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

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO


Name  
Signature

Date July 9, 2020

**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
Nu Line Technologies LLC	
Frank Durazo	Partner

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
Pangis, Inc.	
Alice Brewster	President

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
Soclaris Contracting	
Sonny Rosenal	President

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
Chris Marquart dba Code 3 Media	
Chris Marquart	Owner

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name  
  
Signature

Date July 9, 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
Payco Specialties, Inc.	
Rebecca Llewelyn	President

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

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

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

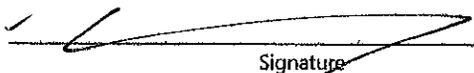
NAME	TITLE
McGrath Consulting, Inc.	
Michael McGrath	Owner

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
Zebtron Contracting, Inc.	
Roger Decker	President

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO  
Name

 Date July 9, 2020  
Signature

\*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
REC Trucking Inc.	
Rafael Teran	Owner/President

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

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

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
DB Pipeline, Inc.	
Dominic Burtech III	President & CEO

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE
Vic Salazar Communications	
Vic Salazar	President/Owner

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name  
  
 Signature  
 Date July 9, 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
YBS Concrete Inc.	
Rodolfo Sanchez	President

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE

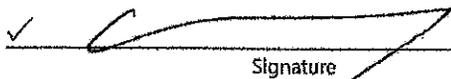
SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name



Signature

Date July 9, 2020

\*USE ADDITIONAL FORMS AS NECESSARY\*

# City of San Diego

CITY CONTACT: Rosa Riego, Sr. Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426

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## ADDENDUM A



## FOR

## MISSION BEACH WATER & SEWER REPLACEMENT

BID NO.:	<u>K-20-1931-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-17169, B-17170</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>KB, JA</u>

---

### **BID DUE DATE:**

**2:00 PM**  
**APRIL 15, 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. 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. Will this project require a Hazardous Waste Mgmt Plan and Community Health & Safety Plan to deal with this line item as per White Book 2018? Will you be adding a line item or how will this be addressed in costing this into our bids?

A1. Please bid as presented. For requirements related to Community Health and Safety Plan, please refer to White Book Section 5-15.7.4.

Q2. Do we know the status of the Mission Beach Storm Drain and Green Infrastructure project that is currently active in the same area as this bid? How much of it is complete, and if they are done in the area near this bid?

A2. The South Mission Beach Storm Drain and Green Infrastructure project is currently in the design phase and is expected to begin construction in the summer of 2021.

Q3. Will this project require any onsite monitoring during the dewatering of the Hazardous Waste Groundwater especially if dewatering wells are being installed. Will you be adding a line item or how will this be addressed in costing this into our bids?

A3. Please bid as presented. For requirements related to dewatering contaminated water please refer to White Book Section 3-12.8.5.

Q4. After our initial field investigation of the project we noticed that an undergrounding just occurred in this neighborhood. There are well over three hundred new pull boxes in the alleys. Who is responsible for bringing those facilities to grade before the alley concrete is replaced?

- A4. If existing electrical/telecommunication facilities are not up to grade, it will be the responsibility of the owning utility.
- Q5. After our initial field investigation of the project we noticed several manholes that are several inches higher than the existing grade. The plans show replacing the concrete in these areas, however the grade will change dramatically. There is no bid item to adjust existing manholes. Can a bid item be added to account for this in the bid?
- A5. Please bid as presented.
- Q6. Is the new sewer main being replaced in the same alignment or is the City changing the invert elevations? Can the City please show the existing main on the horizontal profile?
- A6. Please refer to the plans and bid as presented.
- Q7. There is a note on several plan sheets calling out "Storm Drain and Green Infrastructure Project by Others." Is this project already finished?
- A7. This project is currently in the design phase and expected to begin construction in the summer of 2021.
- Q8. Can the City please provide the "DR" rating for the fusible PVC sewer main?
- A8. New sewer mains are to be HDPE as specified on the plans, and per the Supplementary Special Provisions Section 207-26.2; The sizing of HDPE pipe shall be in accordance with ASTM F714 and shall be based upon the Iron Pipe Size (IPS), outside diameter sizing system. Pipe shall conform to SDR 21.
- Q9. Construction Note: Contractor is required to coordinate the supporting of the power poles with SDG&E before beginning construction. Question: On a normal project this may happen a handful of times over several years, however on this project it will happen in every alley. We are currently experiencing severe delays because we cannot get SDG&E to respond in a timely manner to our requests. Will the City re-emburse the contractor for time and delays when SDG&E cannot show up on a scheduled support day?
- A9. Any delays will be handled according to the 2018 Greenbook/Whitebook section 6.

Q10. Will SDG&E be removing the existing telephone before this project starts?

A10. Please bid per the existing conditions with the poles remaining in place. There is ongoing work in South Mission Beach which will include the removal of all aerial facilities. It is unknown when that work will be completed.

Q11. Can the City provide an allowance item to deal with the coordination of supporting the existing poles in alleys? Can the allowance be made per pole?

A11. The cost of efforts to coordinate supporting existing poles shall be included in the contract price.

Q12. The RFP states that the City is obtaining the coastal development permit. Has the City already pulled this permit? This would delay the project if it is not in place.

A12. The City is obtaining a California Coastal Development Permit for this project. California Coastal Commission's Notice of Intent to Issue Permit has been included.

Q13. If the City has obtained the Coastal Development Permit are there work restrictions associated with it?

A13. Please refer to the Appenidx N of this addendum for the California Coastal Commission's Notice of Intent to Issue Permit.

#### **D. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To Appendices, **ADD** pages 8 to pages 17 of this addendum.

#### **E. CERTIFICATIONS AND FORMS**

1. To Electronically Submitted Forms, page 148, **DELETE** in its entirety and **SUBSTITUTE** with page 18 of this Addendum.

2. To Debarment and Suspension Certification (Prime Subcontractor) Form, page 152, **DELETE** in its entirety and **SUBSTITUTE** with page 19 of this Addendum.
3. To Debarment and Suspension Certification (For Subcontractors/ Suppliers/Manufacturers) Form, page 153, **DELETE** in its entirety and **SUBSTITUTE** with page 20 of this Addendum.

James Nagelvoort, Director  
Public Works Department

Dated: *April 6, 2020*  
San Diego, California

JN/RB/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>

<b>ITEM</b>	<b>DOCUMENT TO BE SUBMITTED</b>	<b>WHEN DUE</b>	<b>FROM</b>
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.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	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.	Phased Funding Schedule Agreement (when required)	Within 10 working days of receipt by the bidder of the Notice of Intent to Award.	APPARENT LOW BIDDER
10.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
11.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	APPARENT LOW BIDDER

<b>ITEM</b>	<b>DOCUMENT TO BE SUBMITTED</b>	<b>WHEN DUE</b>	<b>FROM</b>
12.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	APPARENT LOW BIDDER
13.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER

**APPENDIX N**

**CALIFORNIA COASTAL COMMISSION NOI PERMIT**

**CALIFORNIA COASTAL COMMISSION**

SAN DIEGO COAST DISTRICT OFFICE  
 7575 METROPOLITAN DRIVE, SUITE 103  
 SAN DIEGO, CALIFORNIA 92108-4402  
 PH (619) 767-2370 FAX (619) 767-2384  
 WWW.COASTAL.CA.GOV



Page 1

November 20, 2019

Permit Application No.: 6-19-0835

**NOTICE OF INTENT TO ISSUE PERMIT**

(Upon satisfaction of special conditions)

THE SOLE PURPOSE OF THIS NOTICE IS TO INFORM THE APPLICANT OF THE STEPS NECESSARY TO OBTAIN A VALID AND EFFECTIVE COASTAL DEVELOPMENT PERMIT ("CDP"). A Coastal Development Permit for the development described below has been approved but is not yet effective. Development on the site cannot commence until the CDP is effective. In order for the CDP to be effective, Commission staff must issue the CDP to the applicant, and the applicant must sign and return the CDP. **Commission staff cannot issue the CDP until the applicant has fulfilled each of the "prior to issuance" Special Conditions.** A list of all the Special Conditions for this permit is attached.

The Commission's approval of the CDP is valid for two years from the date of approval. To prevent expiration of the CDP, you must fulfill the "prior to issuance" Special Conditions, obtain and sign the CDP, and commence development within two years of the approval date specified below. You may apply for an extension of the permit pursuant to the Commission's regulations at Cal. Code Regs. title 14, section 13169.

On November 14, 2019, the California Coastal Commission approved Coastal Development Permit No. 6-19-0835 requested by **City of San Diego Public Works Department** subject to the attached conditions, for development consisting of: **Replace approx. 18,153 feet of water line, 2,350 feet of sewer line, 110 sewer laterals, and install 3 new maintenance holes**, more specifically described in the application filed in the Commission offices. **Commission staff will not issue the CDP until the "prior to issuance" special conditions have been satisfied.**

The development is within the coastal zone at **Southern Mission Beach public streets, Mission Beach, San Diego, San Diego County (APN: N/A)**

November 20, 2019

Permit Application No.: 6-19-0835

**NOTICE OF INTENT TO ISSUE PERMIT**  
(Upon satisfaction of special conditions)

If you have any questions regarding how to fulfill the "prior to issuance" Special Conditions for CDP No. 6-19-0835, please contact the Coastal Program Analyst identified below.

Sincerely,

John Ainsworth  
Executive Director



Alexander Llerandi  
Coastal Program Analyst

**ACKNOWLEDGMENT**

The undersigned permittee acknowledges receipt of this Notice and fully understands its contents, including all conditions imposed.

Date	Permittee
------	-----------

Please sign and return one copy of this form to the Commission office at the above address.

**STANDARD CONDITIONS**

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
  
2. **Expiration.** If development has not commenced, then permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.

## NOTICE OF INTENT TO ISSUE PERMIT

(Upon satisfaction of special conditions)

3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission and affidavit accepting all terms and conditions of the permit.
5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

### SPECIAL CONDITIONS:

This permit is granted subject to the following special conditions:

#### 1. **Submittal of Final Plans.**

- (a) **PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicant shall submit, for the review and written approval of the Executive Director, a full-size set of the following plans:
  - i. Final construction plans that conform with the plans submitted to the Coastal Commission, titled "Mission Beach Water and Sewer Replacement" and date-stamped received August 26, 2019.
  - ii. Final construction staging and storage plans indicating all locations where equipment, materials, and worker parking will be located during the duration of the project, and showing that no staging or storage will occur in public parking or beach areas, as explained in Special Condition No. 2(a).
- (b) The permittee shall undertake development in conformance with the approved final plans unless the Commission amends this permit or the Executive Director provides a written determination that no amendment is legally required for any proposed minor deviations.

#### 2. **Construction and Pollution Prevention Plan.**

**PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicant shall submit, for the review and written approval of the Executive Director, a final Construction and Pollution Prevention Plan prepared and certified by a qualified and licensed professional. The final plan shall demonstrate that all construction, including, but not limited to, clearing, grading, staging, storage of equipment and materials, or other activities that involve ground disturbance; building, reconstructing, or demolishing a structure; and creation or replacement of impervious surfaces, complies with the following requirements:

**NOTICE OF INTENT TO ISSUE PERMIT**

(Upon satisfaction of special conditions)

- (a) **Protect Public Access.** Construction shall protect and maximize public access, including by:
- i. Staging and storage of construction equipment and materials (including debris) shall not take place on the beach area, public parking, or public rights-of-way. Staging and storage of construction equipment and materials shall occur in inland areas at least 50 feet from coastal waters, drainage courses, and storm drain inlets, if feasible. Upon a showing of infeasibility, the applicant may submit a request for review and written approval to the Executive Director for staging and storage of construction equipment and materials closer than 50 feet from coastal water, drainage courses, and storm drain inlets. Construction is prohibited outside of the defined construction, staging, and storage areas.
  - ii. All construction methods to be used, including all methods to keep the construction areas separated from public recreational use areas (e.g., using unobtrusive fencing or equivalent measures to delineate construction areas), shall be clearly identified on the construction site map and described in the narrative description (see Section (h)).
  - iii. All beaches, beach access points, and other recreational use areas impacted by construction activities shall be restored to their pre-construction condition or better within three days of completion of construction. Any beach sand impacted shall be filtered as necessary to remove all construction debris from the beach.
  - iv. Sand from the beach, cobbles, or shoreline rocks shall not be used for construction material.
- (b) **Property Owner Consent.** The Construction and Pollution Prevention Plan shall be submitted with evidence indicating that the owners of any properties on which construction activities are to take place, including properties to be crossed in accessing the site, consent to use of their properties.
- (c) **Minimize Erosion and Sediment Discharge.** During construction, erosion and the discharge of sediment off-site or to coastal waters shall be minimized through the use of appropriate Best Management Practices (BMPs), including:
- i. Land disturbance during construction (e.g., clearing, grading, and cut-and-fill) shall be minimized, and grading activities shall be phased, to avoid increased erosion and sedimentation.
  - ii. Erosion control BMPs (such as mulch, soil binders, geotextile blankets or mats, or temporary seeding) shall be installed as needed to prevent soil from being transported by water or wind. Temporary BMPs shall be implemented to stabilize soil on graded or disturbed areas as soon as feasible during construction, where there is a potential for soil erosion to lead to discharge of sediment off-site or to coastal waters.

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(Upon satisfaction of special conditions)

- iii. Sediment control BMPs (such as silt fences, fiber rolls, sediment basins, inlet protection, sand bag barriers, or straw bale barriers) shall be installed as needed to trap and remove eroded sediment from runoff, to prevent sedimentation of coastal waters.
  - iv. Tracking control BMPs (such as a stabilized construction entrance/exit, and street sweeping) shall be installed or implemented as needed to prevent tracking sediment off-site by vehicles leaving the construction area.
  - v. Runoff control BMPs (such as a concrete washout facility, dewatering tank, or dedicated vehicle wash area) that will be implemented during construction to retain, infiltrate, or treat stormwater and non-stormwater runoff.
- (d) **Minimize Discharge of Construction Pollutants.** The discharge of other pollutants resulting from construction activities (such as chemicals, paints, vehicle fluids, petroleum products, asphalt and cement compounds, debris, and trash) into runoff or coastal waters shall be minimized through the use of appropriate BMPs, including:
- i. Materials management and waste management BMPs (such as stockpile management, spill prevention, and good housekeeping practices) shall be installed or implemented as needed to minimize pollutant discharge and polluted runoff resulting from staging, storage, and disposal of construction chemicals and materials. BMPs shall include, at a minimum:
    - A. Covering stockpiled construction materials, soil, and other excavated materials to prevent contact with rain, and protecting all stockpiles from stormwater runoff using temporary perimeter barriers.
    - B. Cleaning up all leaks, drips, and spills immediately; having a written plan for the clean-up of spills and leaks; and maintaining an inventory of products and chemicals used on site.
    - C. Proper disposal of all wastes; providing trash receptacles on site; and covering open trash receptacles during wet weather.
    - D. Prompt removal of all construction debris from the beach.
    - E. Detaining, infiltrating, or treating runoff, if needed, prior to conveyance off-site during construction.
  - ii. Fueling and maintenance of construction equipment and vehicles shall be conducted off site if feasible. Any fueling and maintenance of mobile equipment conducted on site shall not take place on the beach, and shall take place at a designated area located at least 50 feet from coastal waters, drainage courses, and storm drain inlets, if feasible (unless those inlets are blocked to protect against fuel spills). The fueling and

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maintenance area shall be designed to fully contain any spills of fuel, oil, or other contaminants. Equipment that cannot be feasibly relocated to a designated fueling and maintenance area (such as cranes) may be fueled and maintained in other areas of the site, provided that procedures are implemented to fully contain any potential spills.

- (e) **Minimize Other Impacts of Construction Activities.** Other impacts of construction activities shall be minimized through the use of appropriate BMPs, including:
- i. The damage or removal of non-invasive vegetation (including trees, native vegetation, and root structures) during construction shall be minimized, to achieve water quality benefits such as transpiration, vegetative interception, pollutant uptake, shading of waterways, and erosion control.
  - ii. Soil compaction due to construction activities shall be minimized, to retain the natural stormwater infiltration capacity of the soil.
  - iii. The use of temporary erosion and sediment control products (such as fiber rolls, erosion control blankets, mulch control netting, and silt fences) that incorporate plastic netting (such as polypropylene, nylon, polyethylene, polyester, or other synthetic fibers) shall be avoided, to minimize wildlife entanglement and plastic debris pollution.
- (f) **Manage Construction-Phase BMPs.** Appropriate protocols shall be implemented to manage all construction-phase BMPs (including installation and removal, ongoing operation, inspection, maintenance, and training), to protect coastal water quality.
- (g) **Construction Site Map and Narrative Description.** The Construction and Pollution Prevention Plan shall include a construction site map and a narrative description addressing, at a minimum, the following required components:
1. A map delineating the construction site, construction phasing boundaries, and the location of all temporary construction-phase BMPs (such as silt fences, inlet protection, and sediment basins).
  2. A description of the BMPs that will be implemented to minimize land disturbance activities, minimize the project footprint, minimize soil compaction, and minimize damage or removal of non-invasive vegetation. Include a construction phasing schedule, if applicable to the project, with a description and timeline of significant land disturbance activities.
  3. A description of the BMPs that will be implemented to minimize erosion and sedimentation, control runoff and minimize the discharge of other pollutants resulting from construction activities. Include calculations that demonstrate proper sizing of BMPs.
  4. A description and schedule for the management of all construction-phase BMPs (including installation and removal, ongoing operation, inspection, maintenance, and

## NOTICE OF INTENT TO ISSUE PERMIT

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training). Identify any temporary BMPs that will be converted to permanent post-development BMPs.

- (h) **Construction Site Documents.** The Construction and Pollution Prevention Plan shall specify that copies of the signed CDP and the approved Construction and Pollution Prevention Plan be maintained in a conspicuous location at the construction job site at all times, and be available for public review on request. All persons involved with the construction shall be briefed on the content and meaning of the CDP and the approved Construction and Pollution Prevention Plan, and the public review requirements applicable to them, prior to commencement of construction.
- (i) **Construction Coordinator.** The Construction and Pollution Prevention Plan shall specify that a construction coordinator be designated who may be contacted during construction should questions or emergencies arise regarding the construction. The coordinator's contact information (including, at a minimum, a telephone number available 24 hours a day for the duration of construction) shall be conspicuously posted at the job site and readily visible from public viewing areas, indicating that the coordinator should be contacted in the case of questions or emergencies. The coordinator shall record the name, phone number, and nature of all complaints received regarding the construction, and shall investigate complaints and take remedial action, if necessary, within 24 hours of receipt of the complaint or inquiry.
- (j) **Progress Reports.** The permittee shall submit weekly reports reflecting progress and status of the project, including an identification of any outstanding issues that may have arisen since the last progress report, or are anticipated to arise in the foreseeable future.

The permittee shall undertake development in accordance with the approved Construction-Phase Pollution Prevention Plan, unless the Commission amends this permit or the Executive Director provides written determination that no amendment is legally required for any proposed minor deviations.

3. **Timing of Development.** No construction shall take place for the project from Memorial Day Weekend to Labor Day of any year. Access corridors and staging areas shall be located in a manner that has the least impact on public access via the maintenance of existing public parking areas and traffic flow on coastal access routes (e.g., no street closures or use of public parking as staging areas).
4. **Written Agreement. PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT,** the property owner shall submit a written agreement, in a form and content acceptable to the Executive Director, that acknowledges and accepts the timing of development approved pursuant to Special Condition No. 3, and provide a weekly construction schedule to confirm that no construction will occur from Memorial Day Weekend to Labor Day.
5. **Assumption of Risk, Waiver of Liability and Indemnity.** By acceptance of this permit, the applicant acknowledges and agrees (i) that the site may be subject to hazards from

## NOTICE OF INTENT TO ISSUE PERMIT

(Upon satisfaction of special conditions)

flooding, sea level rise, erosion and wave uprush; (ii) to assume the risks to the applicant and the property that is the subject of this permit of injury and damage from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards; and (iv) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards.

### 6. Area of Archaeological Significance

- (a) The applicant shall comply with all recommendations and mitigation measures contained in the Mitigation, Monitoring, and Reporting Program (MMRP) for the Mission Beach Water and Sewer Project as described in the "Addendum to Mitigated Negative Declaration" for Mitigated Negative Declaration (MND) No. 2011091045. The applicant shall also comply with the following monitoring conditions during construction:
1. Archaeological monitor(s) qualified by the California Office of Historic Preservation (OHP) standards, a minimum of one Native American monitor from each tribal entity with documented ancestral ties to the appropriate tribal area appointed consistent with the standards of the Native American Heritage Commission (NAHC), and the Native American most likely descendent (MLD) when State Law mandates identification of a MLD, shall monitor all project grading, excavation work, site preparation or landscaping activities associated with the approved development;
  2. The permittee shall provide sufficient archeological and Native American monitors to assure that all project grading and any other subsurface activity that has any potential to uncover or otherwise disturb cultural deposits is monitored at all times;
- (b) If an area of cultural deposits is discovered during the course of the project:
1. All construction and subsurface activity that have the potential to uncover or otherwise disturb cultural deposits in the area of the discovery or may foreclose mitigation options (not less than 100-foot wide buffer around the discovery) shall cease immediately and shall not recommence except as provided in subsection C hereof; and the project archaeologist shall prepare and submit a Significance Testing Plan, for review and approval of the Executive Director, identifying measures to be undertaken to determine the significance of the find. The Plan shall be prepared in consultation with the Native American monitors, and the MLD when State Law mandates the identification of a MLD. The Executive Director shall determine the adequacy of the Plan and if it is found to be de minimis, it can be implemented

## NOTICE OF INTENT TO ISSUE PERMIT

(Upon satisfaction of special conditions)

without further Commission action. The Significance Testing Plan results, along with the project archaeologist's recommendation as to whether the discovery should be considered significant, and the comments of the Native American monitors and MLD when State Law mandates the identification of a MLD, shall be submitted to the Executive Director for a determination of the significance of the discovery. If the Executive Director determines that the discovery is significant, development shall not recommence and the permittee shall submit to the Executive Director a Supplementary Archaeological Plan in accordance with subsection (c), below.

- (c) A permittee seeking to recommence construction following discovery of cultural deposits determined to be significant pursuant to the process established in the Significance Testing Plan in subsection B(i) shall submit a Supplementary Archaeological Plan for the review and written approval of the Executive Director, prepared by the project archaeologist in consultation with the Native American monitor(s) of the appropriate tribe, and the Native American most likely descendent (MLD) when State Law mandates identification of a MLD. The Supplementary Archaeology Plan shall identify proposed investigation and mitigation measures, which can range from in-situ preservation to recovery and/or relocation/reburial. A good faith effort shall be made to avoid impacts to cultural resources through methods such as, but not limited to, project redesign, capping, and placing cultural resource areas in open space. In order to protect archaeological resources, any further development may only be undertaken consistent with the provisions of the approved Supplementary Archaeological Plan, as well as, to the extent applicable, the original approved archaeological plan.
- i. If the Executive Director approves the Supplementary Archaeological Plan and determines that the Supplementary Archaeological Plan's recommended changes to the proposed development or mitigation measures are de minimis in nature and scope, construction may recommence after this determination is made by the Executive Director.
  - ii. If the Executive Director approves the Supplementary Archaeological Plan but determines that the changes therein are not de minimis, construction may not recommence until after an amendment to this permit is approved by the Commission to authorize a new archaeological approach.
  - iii. A report verifying compliance with this condition shall be submitted to the Executive Director for review and written approval, upon completion of the mitigation measures detailed in the approved archaeological monitoring plan and/or Supplementary Archaeological Plan required to protect significant archaeological finds.

## **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**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

**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\***

# City of San Diego

CITY CONTACT: Rosa Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)

Phone No. (619) 533-3426

## ADDENDUM B



**FOR**

## MISSION BEACH WATER & SEWER REPLACEMENT

BID NO.:	<u>K-20-1931-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-17169, B-17170</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>KB, JA</u>

### **BID DUE DATE:**

**2:00 PM  
MAY 6, 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.

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

James Nagelvoort, Director  
Public Works Department

Dated: *April 15, 2020*  
San Diego, California

JN/RM/rd

# City of San Diego

CITY CONTACT: Rosa Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426

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## ADDENDUM C



**FOR**

## MISSION BEACH WATER & SEWER REPLACEMENT

BID NO.:	<u>K-20-1931-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-17169, B-17170</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>KB, JA</u>

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**BID DUE DATE:**

**2:00 PM  
MAY 22, 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.

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

James Nagelvoort, Director  
Public Works Department

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

JN/RB/rd

# City of San Diego

CITY CONTACT: Rosa Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426

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## ADDENDUM D



## FOR

## MISSION BEACH WATER & SEWER REPLACEMENT

BID NO.:	<u>K-20-1931-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-17169, B-17170</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>KB, JA</u>

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### **BID DUE DATE:**

**2:00 PM**  
**JUNE 12, 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:

*Nicole Marie Salem*

\_\_\_\_\_  
For City Engineer

5/13/2020

\_\_\_\_\_  
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.

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

**B. NOTICE INVITING BIDS**

1. To Item 3, Estimated Construction Cost, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:

**3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$14,750,000.**

**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 10<sup>th</sup> 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, and 109 Acceptance, page 35, **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.
  109. **Acceptance** – When all the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.

3. To SECTION 1, GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS, page 35, **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 55, ADD 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.
6. To SECTION 7, MEASUREMENT AND PAYMENT, Subsection 7-3.2, Partial and Final Payment, page 55, **DELETE** in its entirety and **SUBSTITUTE** with the following:

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

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

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. To SECTION 7-3.5.1, General, page 56, **ADD** the following:
  3. 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**.

<b>Section</b>	<b>Item Code</b>	<b>Description</b>	<b>UoM</b>	<b>Quantity</b>	<b>Payment Reference</b>
<u>Main Bid</u>	<u>237310</u>	<u>Adjust Existing Manhole Frame and Cover to Grade</u>	<u>EA</u>	<u>5</u>	<u>403-5</u>
<u>Main Bid</u>	<u>237310</u>	<u>Adjust Existing Gate Valve Frame and Cover to Grade</u>	<u>EA</u>	<u>10</u>	<u>403-5</u>
<u>Main Bid</u>	<u>237310</u>	<u>Adjust Existing Survey Monument to Grade</u>	<u>EA</u>	<u>5</u>	<u>403-5</u>

James Nagelvoort, Director  
Public Works Department

Dated: *May 15, 2020*  
San Diego, California  
JN/RB/rd



**ENGINEER OF WORK**

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

  
\_\_\_\_\_  
For City Engineer

6/3/2020

\_\_\_\_\_  
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.

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

**B. ADDENDUM**

1. To Addendum D, Section 7-3.2 Partial and Final Payment, Item 2, page 8, **DELETE** in its entirety and **SUBSTITUTE** with 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. You may submit a request for the City to pay up to 6% annually for late retention payments.
2. To Addendum D, Sub-Section 7-3.2.2 Amount of Progress Payments, Item 1, page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  1. You may submit a request for the City to pay up to 6% annually for late progress payments.

**C. NOTICE INVITING BIDS**

1. To Notice of Inviting Bids, Item 3, ESTIMATED CONSTRUCTION COST, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  3. ESTIMATED CONSTRUCTION COST: The City's estimated construction cost for this project is \$15,000,000.

**D. ADDITIONAL CHANGES**

3. 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	237310	Pavement Restoration Adjacent to Trench	SF	<del>20300</del> <u>20700</u>	302-5.2.1

Section	Item Code	Description	UoM	Quantity	Payment Reference
Main Bid	237310	HDPE Sewer Main (8 Inch)	LF	<del>1570</del> <u>1965</u>	306-15.1
Main Bid	237310	Manhole (4 ft x 3 ft), PVC Lined	EA	<del>22</del> <u>26</u>	306-16.6
Main Bid	237310	Sewer Lateral and Cleanout (4 Inch, Alley)	EA	<del>117</del> <u>136</u>	306-17.2
Main Bid	237310	Video Inspection of Pipelines and Culverts for Acceptance	LF	<del>2266</del> <u>2661</u>	306-18.7

**E. PLANS**

1. Drawing Sheet Numbered 40709-01-D, **DELETE** in their entirety, and **REPLACE** with page 5 of this Addendum.
2. Drawing Sheets Numbered 40709-48-D and 40709-49-D, **ADD** with pages 6 and 7 of this Addendum.

James Nagelvoort, Director  
Public Works Department

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

JN/RB/rd

# MISSION BEACH WATER AND SEWER REPLACEMENT

## 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-3, 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	
REPLUMB SEWER LATERAL WITH C.O.	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	
SEWER PUMP INCLUDING REPLUMB SEWER LATERAL WITH C.O.	SDS-102, SDS-103, SDS-104, SDS-105, SDS-110 (TYPE C), SDS-118	
TUNNEL SEWER REPLUMB LATERAL WITH C.O.	SDS-102, SDS-103, SDS-104, SDS-105	
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	
CUTTING AND PLUGGING ABANDONED WATER MAIN	WP-03	
SURVEY MONUMENT	M-10, M-10A, M-10B	
WATER MAIN & APPURTENANCES	SDM-105, SDW-110, SDW-151, SDW-161	
VALVES WITH CAPS AND WELLS	SDW-109, SDW-152, SDW-153, WV-05	
FIRE SERVICE CONNECTION & ASSEMBLY	SDM-105, SDW-109, SDW-118, SDW-152, SDW-153	
6" FIRE HYDRANT ASSEMBLY & MARKER 2-PORT UNLESS SPECIFIED AS 3-PORT	SDM-105, SDW-104, SDW-109, SDW-152, SDW-153	
1" WATER SERVICE UNLESS OTHERWISE SPECIFIED	SDM-105, SDW-107, SDW-134, SDW-135, SDW-136, SDW-137, SDW-138, SDW-149, SDW-150, WS-03	
WATER SERVICE TRANSFER	SDW-149, SDW-150	
BLOW-OFF ASSEMBLY	SDM-105, SDW-106, SDW-143, SDW-144, SDW-145, SDW-146, WB-05,	
AIR & VACUUM VALVE	SDM-105, SDW-117, SDW-158, SDW-159, SDW-160	
HIGHLINING BY CONTRACTOR	SDW-170, SDW-171, SDW-172, SDW-173	

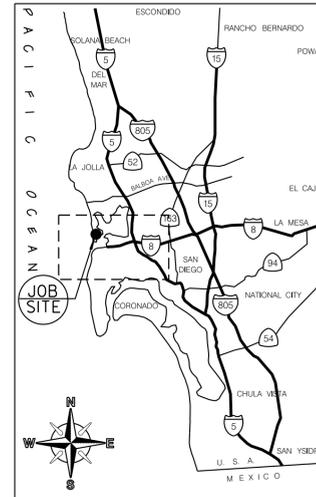
## CONTRACTOR'S RESPONSIBILITIES

- 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 SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&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.
- EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- CITY FORCES, WHEN SPECIFIED OR SHOWN ON THE PLANS, WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS.
- KEEP EXISTING MAINS IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SPECIFIED SHOWN ON PLANS.
- 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.
- ALL ADVANCED METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- GROUNDWATER ELEVATIONS ARE APPROXIMATE AND MAY FLUCTUATE SIGNIFICANTLY BASED ON SEASONAL AND TIDAL CHANGES.
- THE ENGINEER WILL COORDINATE ALL INTERACTIONS BETWEEN YOU AND THE CITY WATER OPERATIONS DIVISION, THE CITY WATER QUALITY LABORATORY, AND OTHER CITY ORGANIZATIONS. UPON YOUR REQUEST, THE ENGINEER SHALL NOTIFY THE CITY'S PUBLIC UTILITIES DEPARTMENT'S STAFF AS NOTED BELOW WHICH SHALL BE REQUIRED AT LEAST 20 WORKING DAYS PRIOR TO THE BEGINNING OF WORK THAT INVOLVES SHUTTING DOWN PIPELINES, HIGH-LINING, CUTTING AND PLUGGING OF, OR MAKING CONNECTION TO THE EXISTING WATER MAINS.
  - TRANSMISSION MAINS (16 INCHES AND LARGER) - JESUS RAMOS (619-527-7438)
  - DISTRIBUTION MAINS (LESS THAN 16 INCHES) - FREDDY PORTER (619-527-7539)
  - WATER FACILITIES - TATYANA FIKHMAN (619-527-7465) AND JESUS RAMOS (619-527-7438)

## SHEET INDEX

SHEET NO.	DISCIPLINE CODE	TITLE	LIMITS	PIPE		LENGTH (FT)
				SIZE (IN)	MATERIAL	
1	C-1	COVER SHEET	WATER			
2	C-2	KEY MAP				
3	C-1	STRANDWAY	SAN FERNANDO CT TO ALLEY BLOCK 47	8	PVC	700.00
4	C-2	STRANDWAY	SAN GABRIEL TO ALLEY BLOCK 31	8	PVC	800.00
5	C-3	STRANDWAY	CAPISTRANO PL TO ALLEY BLOCK 15	8	PVC	700.00
6	C-4	STRANDWAY	ALLEY BLOCK 15 TO MISSION BL	8	PVC	885.44
7	C-5	MISSION BL	SAN FERNANDO PL TO ALLEY BLOCK 47	12	PVC	700.00
8	C-6	MISSION BL	SAN GABRIEL PL TO ALLEY BLOCK 27	12	PVC	800.00
9	C-7	MISSION BL	CAPISTRANO CT TO SAN LUIS REY PL	12	PVC	800.00
10	C-8	MISSION BL	SAN LUIS REY PL TO ASPIN	12	PVC	800.00
11	C-9	MISSION BL	STA 32+00 TO ALLERTON CT	8	PVC	700.00
12	C-10	BAYSIDE LN	ALLEY BLOCK 10 TO NORTH OF BRIGHTON CT	8	PVC	800.00
13	C-11	BAYSIDE LN	ALLEY BLOCK 27 TO ALLEY BLOCK 40	8	PVC	800.00
14	C-12	BAYSIDE LN	ALLEY BLOCK 43 TO ALLEY BLOCK 56	8	PVC	600.00
15	C-13	BAYSIDE LN	ENSENADA CT TO SAN FERNANDO PL	12	PVC	200.00
16	C-14	SAN FERNANDO CT	STRANDWAY TO MISSION BL	8	PVC	396.86
17	C-15	ALLEY BLOCK 60	STRANDWAY TO BAYSIDE LN	8	PVC	735.08
18	C-16	ALLEY BLOCK 55	STRANDWAY TO BAYSIDE LN	8	PVC	632.85
19	C-17	ALLEY BLOCK 52	STRANDWAY TO BAYSIDE LN	8	PVC	559.45
20	C-18	ALLEY BLOCK 47	STRANDWAY TO BAYSIDE LN	8	PVC	504.54
21	C-19	ALLEY BLOCK 44	STRANDWAY TO BAYSIDE LN	8	PVC	464.52
22	C-20	ALLEY BLOCK 39	STRANDWAY TO BAYSIDE LN	8	PVC	444.03
23	C-21	ALLEY BLOCK 44	STRANDWAY TO BAYSIDE LN	8	PVC	440.27
24	C-22	ALLEY BLOCK 31	STRANDWAY TO BAYSIDE LN	8	PVC	484.93
25	C-23	ALLEY BLOCK 28	STRANDWAY TO BAYSIDE LN	8	PVC	571.94
26	C-24	ALLEY BLOCK 23	STRANDWAY TO BAYSIDE LN	8	PVC	629.93
27	C-25	ALLEY BLOCK 20	STRANDWAY TO BAYSIDE LN	8	PVC	671.46
28	C-26	ALLEY BLOCK 16	STRANDWAY TO BAYSIDE LN	8	PVC	681.96
29	C-27	ALLEY BLOCK 12	STRANDWAY TO ASBURY CT	8	PVC	508.69
30	C-28	ASBURY CT	MISSION BL TO BAYSIDE LN	8	PVC	195.39
31	C-29	ALLEY BLOCK 6	MISSION BL TO BAYSIDE LN	8	PVC	296.18
32	C-30	ALLEY BLOCK 3	ALLEY BLOCK 6 TO BAYSIDE LN	8	PVC	306.24
33	C-31	MISSION BL	SOUTH EAST OF BAYSIDE LN SEWER	8	PVC	226.84
34	C-32	STRANDWAY	S/O SAN GABRIEL PL	8	PVC	34.00
35	C-32	ALLEY BLOCK 39	STRANDWAY TO MISSION BL	8	PVC	177.19
36	C-33	ALLEY BLOCK 32	MISSION BL TO BAYSIDE LN	8	PVC	230.77
37	C-33	ALLEY BLOCK 28	STRANDWAY TO MISSION BL	10	PVC	280.19
38	C-34	STRANDWAY	ALLEY BLOCK 23 TO BLOCK 20	10	PVC	184.78
39	C-34	ALLEY BLOCK 24	MISSION BL TO BAYSIDE LN	8	PVC	303.75
40	C-35	ALLEY BLOCK 16	MISSION BL TO BAYSIDE LN	8	PVC	293.36
41	C-35	ALLEY BLOCK 6	MISSION BL TO BAYSIDE LN	8	PVC	70.05
42	C-36	STRANDWAY	ASBURY CT TO MISSION BL	8	PVC	462.02
43	C-37	SAN DIEGO PL	MISSION BL TO BAYSIDE LN	8	PVC	157.21
44	C-37	BAYSIDE LN	SAN DIEGO PL TO ALLEY BLOCK 4	8	PVC	157.11
45	C-46	ALLEY BLOCK 23	STRANDWAY TO BAYSIDE LN	8	PVC	229.85
46	C-47	ASBURY CT	MISSION BL TO BAYSIDE LN	8	PVC	165.00
40	C-38	CITY FORCES				TOTAL WATER 2,745
41	C-39	SURVEY MONUMENTS				TOTAL WATER 18,037
42 THRU 45	C-40 THRU C-43	STREET RESURFACING				DISCIPLINE CODE
46 THRU 47	C-44 THRU C-45	BATCH DISCHARGE				G GENERAL D DEMOLITION C CIVIL L LANDSCAPE T TRAFFIC CONTROL

CONSTRUCTION OF MISSION BEACH WATER AND SEWER CONSISTS OF THE INSTALLATION OF 2,350.43 LINEAR FEET OF SEWER MAINS, AND 18,153.01 LINEAR FEET OF WATER MAINS, WATER SERVICES, FIRE HYDRANTS, SEWER LATERALS AND MANHOLES, CURB/RAMPS, RESURFACING, TRAFFIC CONTROL AND OTHER APPURTENANCES SHOWN ON THESE PLANS, AND SPECIFICATIONS.



## VICINITY MAP

NOT TO SCALE

NOTE:  
ALL PROPOSED PVC PIPE TO HAVE INTERNALLY RESTRAINED JOINTS

## CONSTRUCTION STORM WATER PROTECTION NOTES

- TOTAL SITE DISTURBANCE AREA (ACRES) 1.17  
HYDROLOGIC UNIT / WATERSHED MISSION BAY  
HYDROLOGIC SUBAREA NAME & NO. SCRIPPS 906.30
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE  
 WPCP  
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-DW0 AS AMENDED BY ORDER 2010-0014-DW0 AND 2012-0006-DW0  
TRADITIONAL RISK LEVEL  1  2  3  
LUP: RISK TYPE  1  2  3
- CONSTRUCTION SITE PRIORITY  
 ASBS  HIGH  MEDIUM  LOW

## ABBREVIATIONS

ABAND	ABANDON	EL, ELEV	ELEVATION	OVHD	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	S	SURVEY LINE
BK	BACK	FS	FIRE SERVICE	SD&E	SAN DIEGO & ARIZONA EASTERN RAILROAD
BTWN	BETWEEN	GV	GATE VALVE	SDTI	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	MTS	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 WATER METER	
EX FIRE HYDRANT	
EX SEWER MAIN & MANHOLES	
EX DRAINS	
EX PAVEMENT (PROFILE)	
EX GROUND LINE (PROFILE)	
EX TRAFFIC SIGNAL	
EX STREET LIGHT	
GAS MAIN	
ELEC. COND., TEL. COND., CATV RAILROAD, TROLLEY TRACKS	



## KEY MAP

NO SCALE

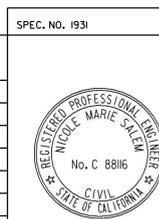
CONSTRUCTION CHANGE / ADDENDUM			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
	5/22/2020	SHEET 48, 49	

## WARNING

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

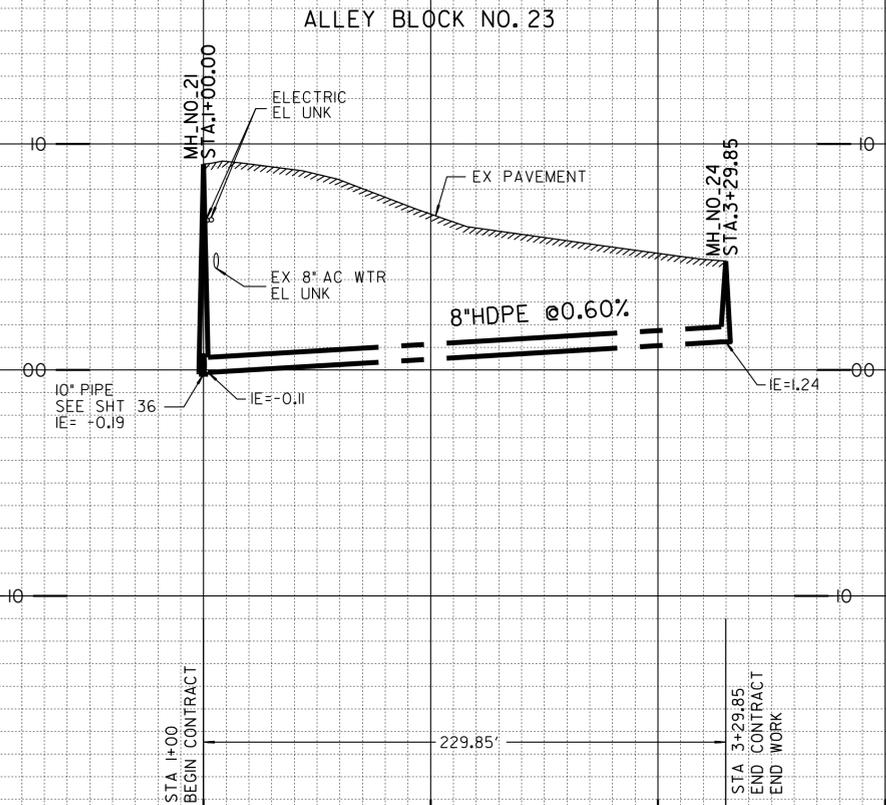
The City of **SAN DIEGO** Public Works

AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE CL 235 (WATER)	-
PIPE SDR 35 (SEWER)	-
GATE VALVES	-
FIRE HYDRANTS	-
SEWER MANHOLES	-
REHABILITATE SEWER MANHOLES	-
REHABILITATE SEWER MAIN	-

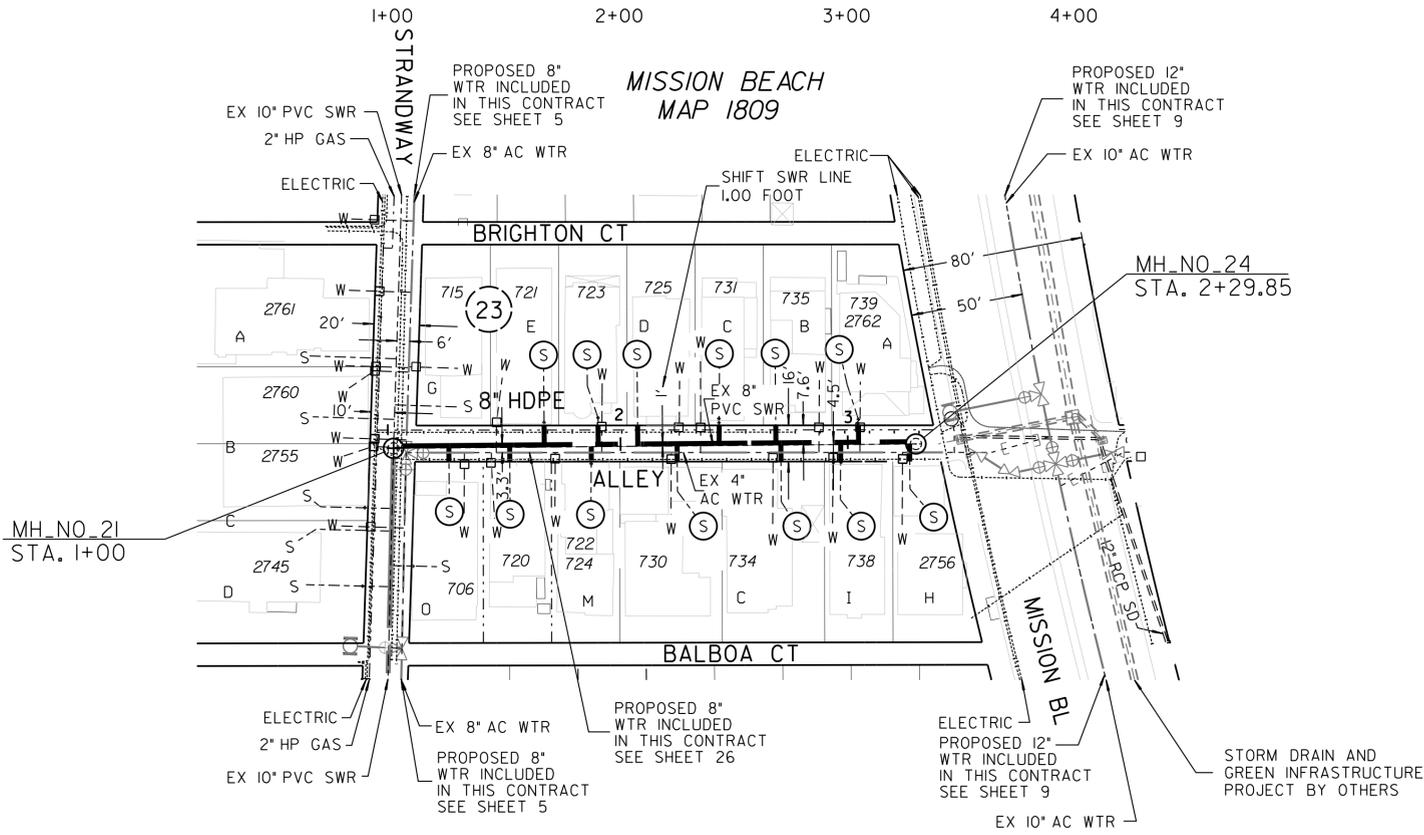


PLANS FOR THE CONSTRUCTION OF MISSION BEACH WATER & SEWER REPLACEMENTS			
COVER SHEET			
APPROVED	DATE	FOR ENGINEER	DATE
	2/26/2020	NICOLE SALEM	C88116
PRINTED NAME	RCE#	DESIGNED BY	DATE
		CARLOS NAVARRO II	2/26/20
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	CN/SV		
ADD E	CN/SV		6/3/20
CONTRACTOR INSPECTOR			DATE STARTED / DATE COMPLETED
			40709-01-D

MISSION BEACH WATER AND SEWER REPLACEMENT



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

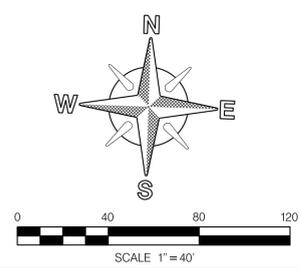


REFERENCE:  
WATER: 13159-20-D, 13159-18-D, 9673-0-D  
SEWER: 16739-4-D  
STORM DRAIN: 462-D, 911-0-L  
GAS: 15630-118915-15630-118940  
ELECTRIC: 15630-118915-15630-118940  
CABLE: TV: BLR1955-BLR1956  
TELEPHONE:  
IMPROVEMENTS:  
100' SCALE/FIELD BOOK: BITS  
THOMAS BROS.: 1267 4J  
HGL: 307

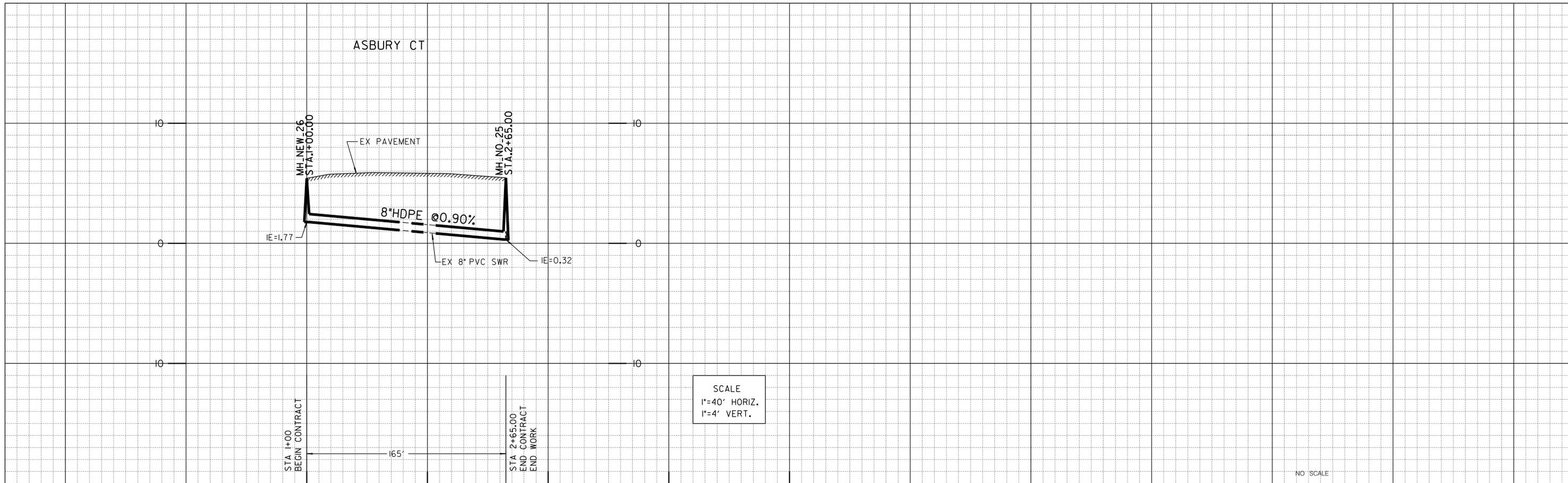
RETIREMENTS:  
8" - PVC - 229.86' - 1975  
4" LATERAL - 13 - UNK - 1975

C-46

<b>MISSION BEACH WATER &amp; SEWER REPLACEMENTS</b> ALLEY BLOCK NO. 23 STRANDWAY TO BAYSIDE LN			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 48 OF 49 SHEETS		WATER WBS B-17169 SEWER WBS B-17170	
APPROVED FOR CITY ENGINEER <i>Nicole Marie Salem</i> NICOLE MARIE SALEM PRINTED NAME	DATE 6/3/2020 DATE C88116	DESIGNED BY MATTHEW VEVERKA PROJECT MANAGER	
DESCRIPTION ORIGINAL	BY CN/SV	APPROVED <i>Nicole Marie Salem</i>	
ADDENDUM E	CN/SV	DATE 6/3/20	
CONTRACTOR INSPECTOR		DATE STARTED	
		DATE COMPLETED	
		PROJECT ENGINEER CARLOS NAVARRO II 218-1689 CCS27 COORDINATE 6250407-1858444 CCS83 COORDINATE 40709-48-D	

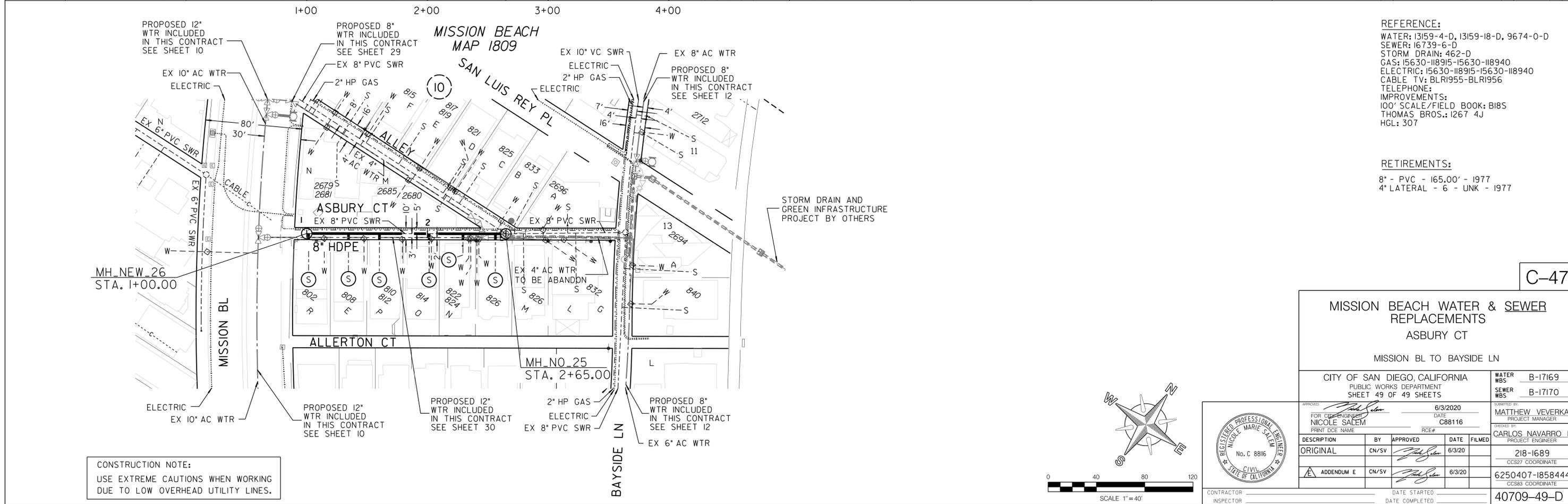


CONSTRUCTION NOTE:  
USE EXTREME CAUTIONS WHEN WORKING  
DUE TO LOW OVERHEAD UTILITY LINES.



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

NO SCALE

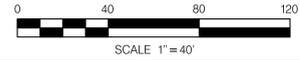


**REFERENCE:**  
 WATER: 13159-4-D, 13159-18-D, 9674-0-D  
 SEWER: 16739-6-D  
 STORM DRAIN: 462-D  
 GAS: 15630-118915-15630-118940  
 ELECTRIC: 15630-118915-15630-118940  
 CABLE TV: BLR1955-BLR1956  
**TELEPHONE:**  
 IMPROVEMENTS:  
 100' SCALE/FIELD BOOK: B18S  
 THOMAS BROS.: 1267 4J  
 HGL: 307

**RETIREMENTS:**  
 8" - PVC - 165.00' - 1977  
 4" LATERAL - 6 - UNK - 1977

C-47

<b>MISSION BEACH WATER &amp; SEWER REPLACEMENTS</b>			
ASBURY CT			
MISSION BL TO BAYSIDE LN			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 49 OF 49 SHEETS		WATER WBS B-17169 SEWER WBS B-17170	
APPROVED FOR CDD ENGINEER NICOLE SALEM PRINT NAME	DATE 6/3/2020 C88116	DESIGNED BY MATTHEW VEVERKA PROJECT ENGINEER	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	CN/SV	<i>[Signature]</i>	6/3/20
ADDENDUM E	CN/SV	<i>[Signature]</i>	6/3/20
CONTRACTOR		DATE STARTED	DATE COMPLETED
INSPECTOR		40709-49-D	



**CONSTRUCTION NOTE:**  
 USE EXTREME CAUTIONS WHEN WORKING  
 DUE TO LOW OVERHEAD UTILITY LINES.

**Bid Results**

**Bidder Details**

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

**Bid Detail**

**Bid Format** Electronic  
**Submitted** July 9, 2020 12:51:05 PM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 207982  
**Ranking** 0

**Respondee Comment**

**Buyer Comment**

**Attachments**

File Title	File Name	File Type
Contractors Certification of Pending Actions	Contractors Certification of Pending Actions.pdf	Contractor's Certification of Pending Actions
Mandatory Disclosure of Business Interests	Mandatory Disclosure of Business Interests Form.pdf	Mandatory Disclosure of Business Interests Form
Debarment and Suspension Cert-Prime Contractor	Debarment and Suspension Cert-Prime Contractor.pdf	Debarment and Suspension Certification (Prime Contractor)
Debarment and Suspension Cert-Subcontractors	Debarment and Suspension Cert-Subcontractor.pdf	Debarment and Suspension Certification (Subcontractor/Suppliers/Manufacturers)
Bid Bond	Bid Bond_Burtech PL.pdf	Bid Bond

**Line Items**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	<b>Main Bid</b>					
1	Bonds (Payment and Performance)					
	524126	LS	1	\$50,600.00	\$50,600.00	
2	Remote Control Camera Inspection (EOC Type II)					
	334290	AL	1	\$18,500.00	\$18,500.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
3	Sewage Bypass and Pumping Plan (Diversion Plan)					
	237110	LS	1	\$7,000.00	\$7,000.00	
4	Drinking Water Discharge Monitoring by QSP					
	237110	LS	1	\$15,000.00	\$15,000.00	
5	Dewatering Permit and Discharge Fees (EOC Type I)					
	237110	AL	1	\$50,000.00	\$50,000.00	
6	Dewatering Hazardous Contaminated Water					
	237110	LS	1	\$5,000.00	\$5,000.00	
7	Dewatering Non-Hazardous Contaminated Water					
	237110	LS	1	\$1,100,000.00	\$1,100,000.00	
8	Exclusive Community Liaison Services					
	541820	LS	1	\$45,000.00	\$45,000.00	
9	Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification (EOC Type I)					
	562910	AL	1	\$4,280.00	\$4,280.00	
10	Archaeological and Native American Monitoring Program					
	541690	LF	3070	\$6.75	\$20,722.50	
11	Archaeological and Native American Mitigation and Curation (EOC Type I)					
	541690	AL	1	\$10,000.00	\$10,000.00	
12	Mobilization					
	237110	LS	1	\$100,000.00	\$100,000.00	
13	Field Orders (EOC Type II)					
		AL	1	\$250,000.00	\$250,000.00	
14	Excavate and Export (Unclassified)					
	237310	CY	6000	\$20.00	\$120,000.00	
15	Asphalt Pavement Repair					
	237310	TON	100	\$365.00	\$36,500.00	
16	Class 2 Aggregate Base					
	237310	TON	4000	\$32.73	\$130,920.00	
17	Rubber Polymer Modified Slurry (RPMS) Type I					
	237310	SF	205892	\$0.49	\$100,887.08	
18	Rubber Polymer Modified Slurry (RPMS) Type II					
	237310	SF	205892	\$0.53	\$109,122.76	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
19	Pavement Restoration Adjacent to Trench					
	237310	SF	20700	\$10.00	\$207,000.00	
20	Concrete Pavement (5 1/2 Inch thick)					
	238910	CY	4500	\$390.00	\$1,755,000.00	
21	Crack Seal					
	237310	LB	700	\$14.95	\$10,465.00	
22	Historical and Contractor Date Stamps and Impressions					
	237310	EA	5	\$172.50	\$862.50	
23	Alley Apron					
	237310	SF	2460	\$18.00	\$44,280.00	
24	Phased Paving					
	237110	EA	10	\$1,000.00	\$10,000.00	
25	Removal of Existing Fire Hydrants					
	237110	EA	10	\$2,000.00	\$20,000.00	
26	Removal or Abandonment of Existing Water Facilities					
	237110	LF	18154	\$3.00	\$54,462.00	
27	Handling and Disposal of Non-friable Asbestos Material					
	237110	LF	18154	\$8.00	\$145,232.00	
28	Additional Bedding					
	237110	CY	250	\$200.00	\$50,000.00	
29	Water Main with Internal Restraint Joints (12 Inch)					
	237110	LF	2700	\$270.00	\$729,000.00	
30	Water Main with Internal Restraint Joints (8 Inch, Class 305)					
	237110	LF	14506	\$276.00	\$4,003,656.00	
31	Water Main with Internal Restraint Joints (12 Inch, Class 305)					
	237110	LF	840	\$271.00	\$227,640.00	
32	HDPE Sewer Main (8 Inch)					
	237110	LF	1965	\$305.00	\$599,325.00	
33	HDPE Sewer Main (10 Inch)					
	237110	LF	696	\$332.00	\$231,072.00	
34	Trench Shoring and Bracing					
	237110	LS	1	\$200,000.00	\$200,000.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
35	Gate Valve (4 Inch)					
	237110	EA	1	\$1,600.00	\$1,600.00	
36	Gate Valve (8 Inch)					
	237110	EA	88	\$1,800.00	\$158,400.00	
37	Gate Valve (12 Inch)					
	237110	EA	22	\$2,800.00	\$61,600.00	
38	Fire Hydrant Assembly and Marker (6 Inch)					
	237110	EA	23	\$11,000.00	\$253,000.00	
39	Fire Service Connection (4 Inch)					
	237110	EA	2	\$12,000.00	\$24,000.00	
40	Water Service (1 Inch)					
	237110	EA	641	\$2,000.00	\$1,282,000.00	
41	Water Service (2 Inch)					
	237110	EA	2	\$9,000.00	\$18,000.00	
42	Blow-Off Valve Assembly (2 Inch)					
	237110	EA	5	\$5,500.00	\$27,500.00	
43	Air and Vacuum (Air Release) Valve Assembly (1 Inch)					
	237110	EA	3	\$6,000.00	\$18,000.00	
44	Temporary Resurfacing					
	237310	TON	1200	\$135.00	\$162,000.00	
45	Imported Trench Backfill					
	237110	TON	6000	\$20.00	\$120,000.00	
46	Manhole (4 ft x 3 ft), PVC Lined					
	237110	EA	26	\$12,000.00	\$312,000.00	
47	Sewer Drop Manhole					
	237110	EA	1	\$14,000.00	\$14,000.00	
48	Sewer Lateral and Cleanout (4 Inch, Alley)					
	237110	EA	136	\$2,700.00	\$367,200.00	
49	Video Inspection of Pipelines and Culverts for Acceptance					
	237110	LF	2661	\$3.00	\$7,983.00	
50	Removal and Replacement of Existing Paint Striping					
	237310	LS	1	\$65,000.00	\$65,000.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
51	Video Recording of Existing Conditions					
	238990	LS	1	\$3,000.00	\$3,000.00	
52	Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)					
	237110	EA	10	\$1,000.00	\$10,000.00	
53	Adjust Existing Manhole Frame and Cover to Grade					
	237310	EA	5	\$500.00	\$2,500.00	
54	Adjust Existing Gate Valve Frame and Cover to Grade					
	237310	EA	10	\$400.00	\$4,000.00	
55	Adjust Existing Survey Monument to Grade					
	237310	EA	5	\$800.00	\$4,000.00	
56	Traffic Control and Engineered Traffic Control Plans					
	541330	LS	1	\$175,000.00	\$175,000.00	
57	Furnished Materials for Contractor High-line Work					
	237110	LF	20000	\$2.00	\$40,000.00	
58	High-lining Installation by the Contractor					
	237110	LF	20000	\$11.00	\$220,000.00	
59	High-lining Removed by the Contractor					
	237110	LF	20000	\$2.00	\$40,000.00	
60	Cut-in Tee by Contractor (8 Inch through 12 Inch)					
	237110	EA	34	\$10,000.00	\$340,000.00	
61	Cut-in Cross by Contractor (8 Inch through 12 Inch)					
	237110	EA	13	\$16,000.00	\$208,000.00	
62	Cut and Plug by Contractor					
	237110	EA	10	\$7,000.00	\$70,000.00	
63	Pavement Restoration for Final Connection					
	237110	SF	6600	\$15.00	\$99,000.00	
64	WPCP Development					
	541330	LS	1	\$650.00	\$650.00	
65	WPCP Implementation					
	237110	LS	1	\$100,000.00	\$100,000.00	
<b>Subtotal</b>					<b>\$14,669,959.84</b>	
<b>Total</b>					<b>\$14,669,959.84</b>	

**Subcontractors**

Name & Address	Description	License Num	CADIR	Amount	Type
<b>YBS CONCRETE INC.</b> PO BOX 1197 Bonita, CA 91908 United States	Bid Item 20 - Concrete Pavement 5.5" Thick. Bid Item 22 - Historical and Contractor Date Stamps &	885270  <b>PlanetBids, Inc.</b>	PW-LR-100064176	\$1,600,110.00	LAT,MALE,SLBE,CA DIR

**Bid Results**

<b>Name &amp; Address</b>	<b>Description</b>	<b>License Num</b>	<b>CADIR</b>	<b>Amount</b>	<b>Type</b>
<b>CODE 3 Media</b> 663 S Rancho Santa Fe Suite 177 San Marcos, CA 92078 United States	Bid Item 51 - Video Recording of Existing Conditions	17MM1441	1000055028	\$2,550.00	ELBE
<b>Soclaris Contracting</b> 7437 Lowell Ct. La Mesa, CA 91942 United States	Bid Item 27 - Handling & Disposal of Non-Friable Asbestos Pipe, Preparation of Hazardous Waste Management Plan & Monitoring of Contaminated Soil	793838	1000011964	\$44,750.00	CADIR,CAU,DVBE,M ALE,SDVSB,SLBE
<b>Nu-Line Technologies, LLC</b> 102 Second Street, Suite B Encinitas, CA 92024 United States	Bid Item 49 - Video Inspection of Pipelines and Culverts for Acceptance	997520	1000003808	\$6,652.50	FEM,MBE,CADIR,W BE
<b>Rectrucking inc</b> 1128 2nd ave Chula vista, CA 91911 United States	Trucking; DMV MCP CA# 439696	Trucking; DMV MCP CA# 439696	1000040647	\$800,000.00	LAT,MALE
<b>California Asphalt Paving and Grading</b> 674 Alagria pl. Chula Vista, CA 91910 United States	Asphalt Paving, Trench Grind and Paving, AC Base Paving, Crack fill, Class 2 Base	1033358	1000053679	\$485,631.00	LAT,MALE,ELBE
<b>Vic Salazar Communications</b> 5205 Kearny Villa Road Suite 107 San Diego, CA 92123 United States	Bid Item 8 - Exclusive Community Liaison	11VS0243	1000364796	\$42,500.00	DBE,ELBE,LAT,MAL E,MBE
<b>G. Scott Asphalt, Inc.</b> 358 Trousdale Drive Chula Vista, CA 91910 United States	Bid Items 17 & 18 - RPMS Slurry Sealing	751836	1000004252	\$185,104.60	CAU,DVBE,MALE,SD VSB,SLBE
<b>Payco Specialties</b> 120 N Second Ave Chula Vista, CA 91910 United States	Bid Item 50 - Removal and Replacements of Existing Paint Striping	298637	1000003515	\$60,137.00	
<b>Zebron Contracting, Inc</b> P.O. Box 2874 Newport Beach, CA 92659 United States	Bid Item 46 - Apply Polyurethane Lining on New Manholes	855170	1000004993	\$23,400.00	
<b>PanGIS, Inc. (Archaeology/History/GIS)</b> 6353 El Camino Real Ste. B Carlsbad, CA 92009 United States	Bid Item 10 - Archaeological & Native American Monitoring Bid Item 11 - Mitigation and Curation	ELBE 14PG1348	10000052606	\$29,500.00	CAU,FEM,ELBE,DBE ,CADIR,SDB,WBE,W OSB
<b>DB Pipeline, Inc.</b> 102 Second Street Suite C Encinitas, CA 92024 United States	Bid Items 57-59 for Temporary High-lining Instalaltions, Removal and Materials	1046212	1000062288	\$300,000.00	CAU,MALE,CADIR
<b>McGrath Consulting</b> PO Box 2488 El Cajon, CA 92021 United States	Bid Item 6 - Dewatering Sampling Services Bid Item 64 - WPCP Development Bid Item 65 - WPCP Implementation Partial for QSP inspections	ELBE	1000037165	\$35,450.00	

**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: <b>N/A</b> _____ 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 \*\***

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Burtech Pipeline Incorporated - Unit Price	Burtech Pipeline Incorporated - Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$50,600.00	\$50,600.00
2	Main Bid	334290	Remote Control Camera Inspection (EOC Type II)	3-5.1.6	AL	1	\$18,500.00	\$18,500.00
3	Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	3-12.5.4	LS	1	\$7,000.00	\$7,000.00
4	Main Bid	237110	Drinking Water Discharge Monitoring by QSP	3-12.7.3	LS	1	\$15,000.00	\$15,000.00
5	Main Bid	237110	Dewatering Permit and Discharge Fees (EOC Type I)	3-12.8.8	AL	1	\$50,000.00	\$50,000.00
6	Main Bid	237110	Dewatering Hazardous Contaminated Water	3-12.8.8	LS	1	\$5,000.00	\$5,000.00

7	Main Bid	237110	Dewatering Non-Hazardous Contaminated Water	<b>3-12.8.8</b>	LS	1	\$1,100,000.00	\$1,100,000.00
8	Main Bid	541820	Exclusive Community Liaison Services	<b>5-10.4</b>	LS	1	\$45,000.00	\$45,000.00
9	Main Bid	562910	Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification (EOC Type I)	<b>5-15.17</b>	AL	1	\$4,280.00	\$4,280.00
10	Main Bid	541690	Archaeological and Native American Monitoring Program	<b>6-6.2.1.1</b>	LF	3070	\$6.75	\$20,722.50
11	Main Bid	541690	Archaeological and Native American Mitigation and Curation (EOC Type I)	<b>6-6.2.4.1</b>	AL	1	\$10,000.00	\$10,000.00
12	Main Bid	237110	Mobilization	<b>7-3.4.1</b>	LS	1	\$100,000.00	\$100,000.00
13	Main Bid		Field Orders (EOC Type II)	<b>7-3.9</b>	AL	1	\$250,000.00	\$250,000.00

14	Main Bid	237310	Excavate and Export (Unclassified)	<b>300-2.9</b>	CY	6000	\$20.00	\$120,000.00
15	Main Bid	237310	Asphalt Pavement Repair	<b>301-1.7</b>	TON	100	\$365.00	\$36,500.00
16	Main Bid	237310	Class 2 Aggregate Base	<b>301-2.4</b>	TON	4000	\$32.73	\$130,920.00
17	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I	<b>302-4.12.4</b>	SF	205892	\$0.49	\$100,887.08
18	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	<b>302-4.12.4</b>	SF	205892	\$0.53	\$109,122.76
19	Main Bid	237310	Pavement Restoration Adjacent to Trench	<b>302-5.2.1</b>	SF	20700	\$10.00	\$207,000.00
20	Main Bid	238910	Concrete Pavement (5 1/2 Inch thick)	<b>302-6.8</b>	CY	4500	\$390.00	\$1,755,000.00
21	Main Bid	237310	Crack Seal	<b>302-15.5</b>	LB	700	\$14.95	\$10,465.00
22	Main Bid	237310	Historical and Contractor Date Stamps and Impressions	<b>303-5.9</b>	EA	5	\$172.50	\$862.50

23	Main Bid	237310	Alley Apron	<b>303-5.9</b>	SF	2460	\$18.00	\$44,280.00
24	Main Bid	237110	Phased Paving	<b>306-1.2.1</b>	EA	10	\$1,000.00	\$10,000.00
25	Main Bid	237110	Removal of Existing Fire Hydrants	<b>306-3.3.4</b>	EA	10	\$2,000.00	\$20,000.00
26	Main Bid	237110	Removal or Abandonment of Existing Water Facilities	<b>306-3.3.4</b>	LF	18154	\$3.00	\$54,462.00
27	Main Bid	237110	Handling and Disposal of Non-friable Asbestos Material	<b>306-3.3.5.5</b>	LF	18154	\$8.00	\$145,232.00
28	Main Bid	237110	Additional Bedding	<b>306-15.1</b>	CY	250	\$200.00	\$50,000.00
29	Main Bid	237110	Water Main with Internal Restraint Joints (12 Inch)	<b>306-15.1</b>	LF	2700	\$270.00	\$729,000.00
30	Main Bid	237110	Water Main with Internal Restraint Joints (8 Inch, Class 305)	<b>306-15.1</b>	LF	14506	\$276.00	\$4,003,656.00
31	Main Bid	237110	Water Main with Internal Restraint Joints (12 Inch, Class 305)	<b>306-15.1</b>	LF	840	\$271.00	\$227,640.00

32	Main Bid	237110	HDPE Sewer Main (8 Inch)	306-15.1	LF	1965	\$305.00	\$599,325.00
33	Main Bid	237110	HDPE Sewer Main (10 Inch)	306-15.1	LF	696	\$332.00	\$231,072.00
34	Main Bid	237110	Trench Shoring and Bracing	306-15.2	LS	1	\$200,000.00	\$200,000.00
35	Main Bid	237110	Gate Valve (4 Inch)	306-15.5	EA	1	\$1,600.00	\$1,600.00
36	Main Bid	237110	Gate Valve (8 Inch)	306-15.5	EA	88	\$1,800.00	\$158,400.00
37	Main Bid	237110	Gate Valve (12 Inch)	306-15.5	EA	22	\$2,800.00	\$61,600.00
38	Main Bid	237110	Fire Hydrant Assembly and Marker (6 Inch)	306-15.6	EA	23	\$11,000.00	\$253,000.00
39	Main Bid	237110	Fire Service Connection (4 Inch)	306-15.6	EA	2	\$12,000.00	\$24,000.00
40	Main Bid	237110	Water Service (1 Inch)	306-15.8	EA	641	\$2,000.00	\$1,282,000.00
41	Main Bid	237110	Water Service (2 Inch)	306-15.8	EA	2	\$9,000.00	\$18,000.00
42	Main Bid	237110	Blow-Off Valve Assembly (2 Inch)	306-15.8	EA	5	\$5,500.00	\$27,500.00

43	Main Bid	237110	Air and Vacuum (Air Release) Valve Assembly (1 Inch)	<b>306-15.8</b>	EA	3	\$6,000.00	\$18,000.00
44	Main Bid	237310	Temporary Resurfacing	<b>306-15.9</b>	TON	1200	\$135.00	\$162,000.00
45	Main Bid	237110	Imported Trench Backfill	<b>306-15.11</b>	TON	6000	\$20.00	\$120,000.00
46	Main Bid	237110	Manhole (4 ft x 3 ft), PVC Lined	<b>306-16.6</b>	EA	26	\$12,000.00	\$312,000.00
47	Main Bid	237110	Sewer Drop Manhole	<b>306-16.6</b>	EA	1	\$14,000.00	\$14,000.00
48	Main Bid	237110	Sewer Lateral and Cleanout (4 Inch, Alley)	<b>306-17.2</b>	EA	136	\$2,700.00	\$367,200.00
49	Main Bid	237110	Video Inspection of Pipelines and Culverts for Acceptance	<b>306-18.7</b>	LF	2661	\$3.00	\$7,983.00
50	Main Bid	237310	Removal and Replacement of Existing Paint Striping	<b>314-4.3.7</b>	LS	1	\$65,000.00	\$65,000.00
51	Main Bid	238990	Video Recording of Existing Conditions	<b>400-1.1.1</b>	LS	1	\$3,000.00	\$3,000.00

52	Main Bid	237110	Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)	<b>402-8</b>	EA	10	\$1,000.00	\$10,000.00
53	Main Bid	237310	Adjust Existing Manhole Frame and Cover to Grade	<b>403-5</b>	EA	5	\$500.00	\$2,500.00
54	Main Bid	237310	Adjust Existing Gate Valve Frame and Cover to Grade	<b>403-5</b>	EA	10	\$400.00	\$4,000.00
55	Main Bid	237310	Adjust Existing Survey Monument to Grade	<b>403-5</b>	EA	5	\$800.00	\$4,000.00
56	Main Bid	541330	Traffic Control and Engineered Traffic Control Plans	<b>601-7</b>	LS	1	\$175,000.00	\$175,000.00
57	Main Bid	237110	Furnished Materials for Contractor High-line Work	<b>900-1.9</b>	LF	20000	\$2.00	\$40,000.00

58	Main Bid	237110	High-lining Installation by the Contractor	901-1.3	LF	20000	\$11.00	\$220,000.00
59	Main Bid	237110	High-lining Removed by the Contractor	901-1.3	LF	20000	\$2.00	\$40,000.00
60	Main Bid	237110	Cut-in Tee by Contractor (8 Inch through 12 Inch)	901-2.5	EA	34	\$10,000.00	\$340,000.00
61	Main Bid	237110	Cut-in Cross by Contractor (8 Inch through 12 Inch)	901-2.5	EA	13	\$16,000.00	\$208,000.00
62	Main Bid	237110	Cut and Plug by Contractor	901-2.5	EA	10	\$7,000.00	\$70,000.00
63	Main Bid	237110	Pavement Restoration for Final Connection	901-2.5	SF	6600	\$15.00	\$99,000.00
64	Main Bid	541330	WPCP Development	1001-4.2	LS	1	\$650.00	\$650.00
65	Main Bid	237110	WPCP Implementation	1001-4.2	LS	1	\$100,000.00	\$100,000.00
							Subtotal	\$14,669,959.84
							Total	\$14,669,959.84