

City of San Diego

CONTRACTOR'S NAME: Burtech Pipeline Incorporated
ADDRESS: 102 Second Street, Encinitas, California 92024
TELEPHONE NO.: 760-634-2822 **FAX NO.:** _____
CITY CONTACT: Rosa Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426
E. Lotfi / R. Puertollano / W. Falkenstein

BIDDING DOCUMENTS



FOR

AC WATER & SEWER GROUP 1051; SEWER REHAB 1051A

BID NO.: K-21-1969-DBB-3
SAP NO. (WBS/IO/CC): B-18091, B-18098, B-19145
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 7
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
DECEMBER 18, 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:

Spore
For City Engineer

10/29/20
Date

Seal:



TABLE OF CONTENTS

SECTION	PAGE
1. REQUIRED DOCUMENTS SCHEDULE.....	4
2. NOTICE INVITING BIDS.....	6
3. INSTRUCTIONS TO BIDDERS	9
4. PERFORMANCE AND PAYMENT BONDS	20
5. ATTACHMENTS:	
A. SCOPE OF WORK.....	23
B. PHASED FUNDING PROVISIONS	25
C. RESERVED.....	29
D. PREVAILING WAGE.....	30
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	35
1. Appendix A - Notice of Exemption	71
2. Appendix B - Fire Hydrant Meter Program	74
3. Appendix C - Materials Typically Accepted by Certificate of Compliance	88
4. Appendix D - Sample City Invoice with Cash Flow Forecast.....	90
5. Appendix E - Location Map	93
6. Appendix F - Adjacent Projects Map.....	95
7. Appendix G - Contractor's Daily Quality Control Inspection Report	97
8. Appendix H - Monthly Drinking Water Discharge Monitoring Form.....	102
9. Appendix I - Laterals, Sewer Mains, and Manholes Rehabilitation Sample Data Templates .	105
10. Appendix J - Sample of Public Notice	109
11. Appendix K - Advanced Metering Infrastructure (AMI) Device Protection	111
F. RESERVED.....	118
G. CONTRACT AGREEMENT	119
6. CERTIFICATIONS AND FORMS.....	122

REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5PM 3 working days after bid opening	ALL BIDDERS
8.	SLBE Good Faith Effort Documentation	By 5PM 3 working days after bid opening	ALL BIDDERS
9.	Form AA60 – List of Work Made Available	By 5PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	Contractor's Experience and Past Project Documentation. See SSP and 2018 WB Section 500-2.1, "Initial Submittals", 1. a)	At Time of Bid	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	Manufacturer Authorized Installer Certification. See SSP and 2018 WB Section 500-2.1, "Initial Submittals", 1. b)	At Time of Bid	ALL BIDDERS
12.	Phased Funding Schedule Agreement	Within 10 working days of receipt by the bidder of the Notice of Intent to Award	AWARDED BIDDER
13.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
14.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
15.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
16.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **AC Water & Sewer Group 1051; Sewer Rehab 1051A**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$3,450,000**.
4. **BID DUE DATE AND TIME ARE: DECEMBER 18, 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 **C34**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	9.2%
2. ELBE participation	13.1%
3. Total mandatory participation	22.3%
 - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - 7.2.2. Submit Good Faith Effort (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 by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

Due to circumstances related to Covid-19, until further notice, all submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via a File Cloud link provided by the Contract Specialist to all bidders.

Upon circumstances returning to normal business as usual, the GFE shall once again be submitted to:

GFE shall be submitted to:
Engineering & Capital Projects Department, Contracts Division
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Rosa Riego

8. AWARD PROCESS:

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

9. SUBMISSION OF QUESTIONS:

- 9.1.** The Director (or Designee) of the Engineering & Capital Projects 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:

Engineering & Capital Projects Department, Contracts Division
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Rosa Riego

OR:

RRiego@sandiego.gov

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

- 9.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 9.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.
- 10. PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.
- 11. ADDITIVE/DEDUCTIVE ALTERNATES:**

 - 11.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.
 - 11.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. **BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

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

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

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

3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

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

7. INSURANCE REQUIREMENTS:

7.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.

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

8. REFERENCE STANDARDS: Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2018	PWPI010119-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06

Title	Edition	Document Number
California Manual on Uniform Traffic Control Devices Revision 5 (CA MUTCD 2014 Rev 5) http://www.dot.ca.gov/programs/safety-programs/camutcd/camutcd-rev5	2014	PWPI042220-09
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/ecp/edocref/index.shtml</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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

Bidder's attention is directed to the Special Provisions – 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 Engineering & Capital Projects Department, Contracts Division.
- 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 5 PM, 3 working days after the bid opening date, all 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 5 PM, 3 working days after bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Due to circumstances related to Covid-19, until further notice, all original bid bond submittals must be received by 5 PM, 3 working days after bid opening.

Upon circumstances returning to normal business as usual, the original bid bond shall once again be due by 5 PM the day after bid opening.

Original Bid Bond shall be submitted to:

Engineering & Capital Projects Department, Contracts Division
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101

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

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

20.7. Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.

20.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

21. BID RESULTS:

21.1. The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.

21.2. To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

22. THE CONTRACT:

22.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

22.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

22.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

22.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14

Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

- 25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

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 Two Million Nine Hundred Ninety Two Thousand One Hundred Forty Two Dollars and Thirty Cents (\$2,992,142.30) for the faithful performance of the annexed contract, and in the sum of Two Million Nine Hundred Ninety Two Thousand One Hundred Forty Two Dollars and Thirty Cents (\$2,992,142.30) 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.

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 the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On 1/28/21 before me, Arthur P. Arquilla, Notary Public
(Here insert name and title of the officer)

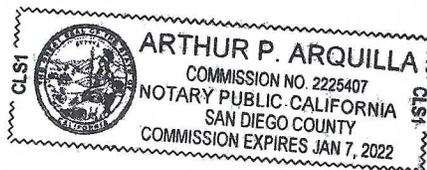
personally appeared Dominic Burtach,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

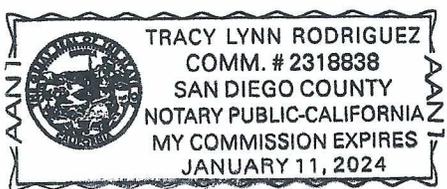
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO

On 1/27/2021 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

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

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature *Tracy Lynn Rodriguez*
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

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, 2019.

**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, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

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



[Signature]
M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of JANUARY, 2021.

[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 AC Water & Sewer Group 1051; Sewer Rehab 1051A consists of the installation of approximately 2,168 LF (0.41 miles) of 8-inch sewer mains, rehabilitation of 2,996 LF (0.57 miles) of existing VC sewer mains, and installation of 2,082 LF (0.39 miles) of 8-Inch water mains, including all associated laterals, manholes, water services, fire hydrants, curb ramps, traffic control, trench restoration, pavement resurfacing and all other work and appurtenances.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **41355-01-D** through **41355-35-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 be **240 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-21-1969-DBB-3

CONTRACT OR TASK TITLE: AC Water & Sewer Group 1051; Sewer Rehab 1051A

CONTRACTOR: Burtech Pipeline Incorporated

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Work to be completed in Phase 1 shall include: bonds, mobilization, videotaping of existing conditions, pipeline rehabilitation of 2,996 LF (0.57 miles) of sewer main from Sheets 8-11, sewer replacement of 2,168 LF (0.41 miles) of sewer main from Sheets 3-7, and 2,082 LF (0.39 miles) of water replacement from Sheets 12-15, as specified in the 41355-D plans.	Notice to Proceed	1/31/22	B-18098(S): \$780,114.00 B-19145 (Rehab): \$399,980.00 B-18091(W): \$866,332.00
2	Work to be completed in Phase 2 shall include the remaining construction activities associated with the contract and specifications.	2/1/22	Notice of Completion	B-18098(S): \$283,714.89 B-19145 (Rehab): \$387,743.68 B-18091(W): \$274,257.73
Contract Total				\$2,992,142.30

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: 2/02/2021

PRINT NAME: Sheila Bose
Design Senior Engineer

Signature: Sheila Bose

Date: 2/1/21

CONTRACTOR

PRINT NAME: Dominic J. Burtech

Title: President & CEO

Signature: 

Date: February 2, 2021

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.

PART 0 – EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A – GENERAL REQUIREMENTS

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

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a) **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

**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 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.
- 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-** 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.

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. **Acceptance** – When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
- 109. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
- 110. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.

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.

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

SECTION 3 – CONTROL OF THE WORK

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

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

3-3 SUBCONTRACTORS. To the "WHITEBOOK", ADD the following:

6. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, you shall remove such Subcontractor immediately upon written request of the City, and shall request approval of a replacement Subcontractor to perform the Work in accordance with California Public Contract Code (PCC), Subletting and Subcontracting, Section 4107, at no added cost to the City.

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

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

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

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

3-8.7.1 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)
Material quality control testing plan
 - d) Documentation of quality control activities
 - e) Procedures for corrective action when quality control and/or acceptance criteria are not met
 - f) If paving Work will be in areas prone to shade, provide curing time of product

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

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

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

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

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

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

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

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

1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

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) If the Work includes installing an irrigation system, 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 any 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 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.

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

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

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

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.

3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost
6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

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

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

7. If installed, 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 Tierrasanta Bl & Alley W/O Esplendente Bl. See **Appendix F - Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Tierrasanta Bl & Alley W/O Esplendente Bl, B-18181, B-18182 and AC Water & Sewer Group 1056, PM: Elham Lotfi (619) 533-5212

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/ecp/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:

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

2. No less than 5 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project. Verbal and written notifications shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Resident Engineer. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c) 72 hours in advance of the scheduled resurfacing.

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

1. Virtual Project Manager shall be used on this Contract.
2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.

4. Review and act on all communications addressed to you in the VPM project website.
5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:

<https://www.sandiego.gov/ecp/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 "e" and "s", DELETE in its entirety and SUBSTITUTE with the following:

- e) Monthly progress payments are contingent upon the submittal of an updated Schedule to the Engineer. The Engineer may refuse to process the whole or part of any monthly payment if you refuse or fail to provide an acceptable schedule.
- 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/ecp/edocref/>

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

6-1.5.2 Excusable Non-Compensable and Concurrent Delays.

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

6-2.1 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) No work shall occur within Shepherds Canyon during bird nesting season from **February 15 to September 15** (inclusive).
 - b) Slurry seal moratorium La Cuenta Dr. from **May 21, 2018 to May 21, 2021** (inclusive).

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

1. You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within **90 Working Days** from the date of NTP. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.

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

1. The Contract Time shall not be modified except by Change Order.

2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
 - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project's critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

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

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

ADD:

6-6.1.1 **Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption** for **AC Water and Sewer Group 1051; Sewer Rehab 1051A**, WBS nos. **B-18091.02.06, B-18098.02.06, B-19145.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.

2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

SECTION 7 – MEASUREMENT AND PAYMENT

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.

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.

7-3.2.1 Application for Progress Payment. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. The City shall not pay progress or partial payments until you submit to the Engineer an acceptable updated Schedule. It is solely your responsibility to prepare and submit the Schedule updates.

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

- 1. The City will pay 6% annually for late progress payments.
- 2. Progress payments will be considered "late" if the following occur:
 - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice. A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has not disputed any portion of the application within 7 Calendar Days of the date of submission.
 - b) The application for payment does not require signing of a Contract Change Order.
- 3. The Engineer may withhold payment for any of the following reasons:
 - a) Defective or incomplete Work.

- b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".
 - c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
4. The Engineer may back charge the contract for any of the following reasons:
- a) Defective or incorrect Work not remedied.
 - b) Damage to City property or a third party's property that was caused by you.
 - c) Liquidated Damages.

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

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

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

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

1. Unit Bid prices shall not be subject to adjustment regardless of quantity used, or if none is used, for the following Bid items:
 - a) imported backfill
 - b) shoring
 - c) water services
 - d) house connection sewers
 - e) water pollution control items
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.
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.

7-3.9

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

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

**TABLE 7-3.9
FIELD ORDER LIMITS**

Contract Price	Maximum Field Order Work Amount
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
\$5,000,001 to \$15,000,000	\$20,000
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

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

7-3.11

Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK", ADD the following:

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

SECTION 203 – BITUMINOUS MATERIALS

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

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

SECTION 209 – PRESSURE PIPE

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

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

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

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

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

ADD the following:

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

SECTION 302 – ROADWAY SURFACING

302-4.5 Scheduling, Public Convenience and Traffic Control. To the “GREENBOOK”, paragraphs (1) and (2), DELETE in their 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.

303-5.1.1 General. To the "WHITEBOOK", ADD the following:

7. For the purposes of this section, the terms "walk" and "access ramp" shall be synonymous with "sidewalk" and "curb ramp and pedestrian ramp", respectively.

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: Alley 1 from Escobar Dr to End
 - b) Phase II: Alley 3 from Esmeraldas Dr to End
 - c) Phase III: Alley 2 from Esmeraldas Dr to Clairemont Mesa Blvd
 - d) Phase IV: Oakleaf Pt from Antigua Bl to End
 - e) Phase V: Edge Park Way from Lemonwood Ln to Pine Knoll Ln
 - f) Phase VI: Park Crest Ln from Beginning to End
 - g) Phase VII: Apple Tree Dr from Rimpark Ln to Antigua Blvd
2. When installing pipelines within the City's streets, for the following streets, the total time allowed for the completion of Work shall not exceed **10 Working Days** per 500 feet of pipeline installation:
 - a) Alley 1 from Escobar Dr to End
 - b) Alley 3 from Esmeraldas Dr to End
 - c) Alley 2 from Esmeraldas Dr to Clairemont Mesa Bl
 - d) Oakleaf Pt from Antigua Bl to End
 - e) Edge Park Way from Lemonwood Ln to Pine Knoll Ln
 - f) Park Crest Ln from Beginning to End
 - g) Apple Tree Dr from Rimpark Ln to Antigua Bl

ADD:

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.

306-8.8.3 Thrust Blocks and Anchor Blocks. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Thrust blocks shall be installed at all bends, tees, dead-ends and reducers. The use of restrained joints requires approval from the Engineer. The thrust blocks shall be constructed as follows:
 - a) Thrust blocks shall be constructed of concrete conforming to 201-1, "PORTLAND CEMENT CONCRETE".
 - b) Unless otherwise shown on the Plans, concrete thrust blocks shall be constructed in accordance with SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION and the Standard Drawings.
 - c) Concrete blocks shall be constructed between undisturbed ground and fittings to be anchored.
 - d) Unless otherwise shown on the Plans, the quantity of concrete and the bearing area of the pipe against undisturbed soil shall be as shown on the Standard Drawings.
 - e) Unless otherwise shown on the Plans, concrete shall be placed so pipe joints and fittings remain accessible to repairs.

306-8.9.2.3 Allowable Leakage. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. For prefabricated pressure pipe testing requirements, refer to prefabricated gravity pipe pressure testing requirements in 306-7.8.2, "Pressure Testing and Leakage Inspection".

306-15.6 Hydrants. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for fire hydrant assembly and marker, fire service connection, assembly and backflow preventer, and fire service connection and assembly, shall be included in the Bid items for the following:
 - a) Fire Hydrant Assembly and Marker
 - b) Fire Service Connection, Assembly, and Backflow Preventer for City Property
 - c) Fire Service Connection and Assembly
2. Removal of existing fire hydrants within the trench limits and all appurtenant Work shall be included in the Bid item for "Fire Hydrant Assembly and Marker".
3. Removal of existing fire hydrants outside of the trench limits and all appurtenant Work shall be included in the Bid item for "Removal or

Abandonment of Existing Water Facilities” in accordance with 306-3.3.4, “Payment”.

4. Payment for fire hydrant discs shall be included in the Bid item for “Fire Hydrant Assembly and Marker”

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

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

306-18.7 Payment. To the “WHITEBOOK”, ADD following:

5. The payment for post-rehabilitation videos shall be included in the associated Bid items provided, regardless of the number of phased videos required at 2 mile increments.

SECTION 402 – UTILITIES

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

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

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

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

402-7.2 Pipe Separations. To the “WHITEBOOK”, item 1, subsection “a”, DELETE in its entirety and SUBSTITUTE with the following:

- a) You shall notify the Engineer immediately if:
 - i. 1 foot (0.3 m) vertical separation as measured from the outside of pipe wall to the outside of pipe wall between sewer and water mains cannot be maintained.
 - ii. 10 feet (3.0 m) horizontal separation as measured from the outside of pipe wall to the outside of pipe wall between sewer and water mains cannot be maintained.
 - iii. 6 inches (152.4 mm) vertical separation as measured from the outside of pipe wall to the outside of pipe wall between utilities other than sewer and water mains cannot be maintained.
 - iv. 3 feet (0.9 m) or more of cover over the top of the water main cannot be maintained.
 - v. 5 feet (1.5 m) or more of cover over the top of the recycled water main cannot be maintained.

402-8

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

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

SECTION 500 – PIPELINE REHABILITATION

500-1

GENERAL. To the "WHITEBOOK", ADD the following:

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

500-2.1

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

1. You shall submit the following required information at the time of Bid Opening:
 - a) Contractor's Experience and Past Project Documentation.
 - i. You shall submit documentation that you have performed similar main rehabilitation projects (of scope and size) successfully within the last 10 years in the United States. The scope shall include the same product, installation, and curing. The proposed product shall have at least 5 years or more of documented performance records.
 - ii. Your superintendent shall be assigned full time to this project and shall be present at the Site while Work is being performed. If CIPP is used, the superintendent shall have documentation conveying experience with the proposed resin and felt combination used and the installation of the proposed lateral sealing system with the pipe lining system.
 - b) Authorized Installer.
 - i. The installation of the lining system shall be performed by a contractor authorized, certified, or both by the manufacturer or owner of the process.
 - ii. You shall submit a copy of the authorizations, certifications, or both from all manufacturers listed on the City's Approved Material List (AML) that will be used for the Work that includes the name, address, point of contact, and telephone number of the manufacturer.

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

- 601-2.1.2 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) Tierrasanta Blvd
 - b) Clairemont Mesa Blvd
- 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) – Tisa Aguero (619-527-3143)
 - c) Water Facilities – Tatyana Fikhman (619-527-7465)

901-1.1.2.2 **Start-up Procedures.** To the “WHITEBOOK”, item 2, subsection “j”, DELETE in its entirety and SUBSTITUTE with the following:

- j) In the event that the high-line piping system fails to pass the required bacteriological testing, you will be expected to help investigate and perform corrective actions if warranted by the findings and you shall re-flush and re-disinfect the lines for re-testing at no additional cost to the City. Disposal of chlorinated water for retesting shall be in accordance with the City standards and regulations. Indiscriminate disposal of chlorinated water shall not be permitted.

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) – Tisa Aguero (619-527-3143)
 - c) Water Facilities – Tatyana Fikhman (619-527-7465) and Jesus Ramos (619-527-7438)

901-2.2.4 Preparation for Connection. To the "WHITEBOOK", item 7 and 8, DELETE in their entirety and SUBSTITUTE with the following:

7. Upon receiving notification of a shutdown date by City Water Operations Division for your planned connection, you shall trench and steel plate the pit(s) necessary to make the connection(s) prior to the start of the scheduled shutdown to facilitate an expedient connection to the existing main. Shutdown of the water main and connection shall be completed within the timeline agreed upon and as specified by City Water Operations staff so that water is restored in accordance with the shutdown notification and as needed for operation of the water system.
8. If you anticipate connection operations exceed the time as identified in the notification, causes health and safety risks, or disrupts water services to the consumers, you shall notify the Engineer and the City's Station 38 at (619) 527-7500 as soon as possible for assistance to provide potable water and temporary high-lines to restore water to the affected consumers.

To the "WHITEBOOK", ADD the following:

12. After the connection operation (for mains or services), you shall request the Engineer notify City Water Laboratory take water samples for bacteriological tests in accordance with Section 7 of the AWWA C651. If the test does not pass, you will be expected to help investigate and perform corrective actions if warranted by the findings.
13. Bacteriological Testing (Bac-T) sample results are valid only for 14 Calendar Days from the date the results are first made available. If any system is not placed into service within the 14 Calendar Days, then bacteriological testing shall be reinitiated.

901-2.3.4.1 Quality Control. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. After the cut and plug operation, the water main and its appurtenances shall be disinfected and field tested by you in accordance with the latest edition of AWWA C651. You shall also request the Engineer to notify the City Water Laboratory to take water samples for bacteriological tests in accordance with Section 7 of the AWWA C651. If the test does not pass, you will be expected to help investigate and perform corrective actions if warranted by the findings.

901-2.5 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your Work for connecting to the existing system (cut-in or tie-in Work), excluding new main interconnections between various phases, shall be paid under the Bid items for the connection (cut-in or tie-in Work) and shall include the following:
 - a) Trenching, furnishing, and installing all materials and labor to complete the Work, including up to 10 feet of new water pipe
 - b) Potholing
 - c) Protecting the water main while performing the Work
 - d) Coordinating your Work with the City Forces

- e) Coordinating with the community (community outreach)
 - f) Traffic control and construction BMPs
 - g) Pavement Restoration
2. Cut and plug Work of the existing system by you shall be paid under the Bid item for "Cut and Plug by the Contractor" and shall include coordination of Work with City Forces, any scheduling impact costs, community outreach, furnishing and installing of materials, and traffic control. Potholing and protecting the water main while performing the Work shall be included in this payment.
 3. Traffic control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid item for "Pavement Restoration for Final Connection". Asphalt overlay and slurry seal Work shall be paid for under separate Bid items.
 4. Interconnections between various phases of newly installed watermains shall be included in the associated pipeline bid items.

SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

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

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

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

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

Project Name: AC Water and Sewer Group 1051 and Sewer Rehab 1051A

WBS No.: B-18091.02.06 (W); B-18098.02.06 (S); B-19145.02.06 (Rehab)

Project Location-Specific: AC Water and Sewer Group 1051; Sewer Rehab 1051A (Project) is bound by Clairemont Mesa Boulevard to the north, La Cuenta Drive to the east, Tierrasanta Boulevard to the south, and Antigua Boulevard to the west within the Tierrasanta Community Planning Area (Council District 7). The Project is located within the public right-of-way and City-owned easements. In addition, portions of the proposed project are located within the City's Multi-Habitat Planning Area (MHPA).

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

Description of nature and purpose of the Project: The Project will rehabilitate approximately 2,509 linear feet (LF) (0.48 miles) of existing vitrified clay sewer mains and manholes via trenchless construction methods. Approximately 2,900 LF (0.55 miles) of new 8-inch diameter polyvinyl chloride (PVC) sewer mains will be installed via open trench construction. Associated laterals, manholes, cleanouts, and other appurtenances will be installed. In addition, approximately 2 manholes will be removed and relocated within the paved right of way. A total of 2,435 LF (0.46 miles) of new 8-inch and 12-inch diameter water mains will be installed via open trench construction. Associated water services such as fire hydrants, valves, water meters, and other appurtenances will be installed. The Project also includes standard improvements such as curb ramps, trench restoration, and street resurfacing. Open trenching will occur within the paved right of way and City easements on private property.

In addition, several segments of pipeline rehabilitation are located within the City's MHPA. The sewer facilities within the MHPA require access to the three manholes for pipeline rehabilitation, manhole repair, and installation of a temporary sewer bypass, which will not require any excavation. Construction access within the MHPA will be limited to the existing PUD Canyon Proficient Vehicle (CPV) and pedestrian access paths. From the PUD access paths, manhole access will occur by hand crews only; all work in this area would be conducted during the day using hand-carried equipment and materials. All appropriate construction Best Management Practices (BMPs) shall be installed and maintained prior to and during construction activities to prevent the release of debris, toxins, chemicals, and erosion runoff into adjacent undeveloped/sensitive areas from the project site.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: Gretchen Eichar, 525 B Street, Suite 750, San Diego, CA 92101, (619) 533-4110

Exempt Status: (CHECK ONE)

() Ministerial (Sec. 21080(b)(1); 15268);

Revised May 2016

AC Water & Sewer Group 1051; Sewer Rehab 1051A
Appendix A – Notice of Exemption

- () Declared Emergency (Sec. 21080(b)(3); 15269(a));
- () Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- (X) Categorical Exemption: 15301 [Existing Facilities], 15302 [Replacement or Reconstruction], 15303 [New Construction], and 15304 [Minor Alterations to Land]
- () Statutory Exemptions: State section number

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 [Existing Facilities], which allows for the operation, repair, maintenance, or minor alteration of existing public structures, facilities, or mechanical equipment, involving negligible or no expansion of existing or former use; 15302 [Replacement or Reconstruction], which allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; 15303 [New Construction], which allows for the construction and location of limited numbers of new, small facilities, or structures; 15304 [Minor Alterations to Land], which allows for minor public alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forest or agricultural purposes; and where the exceptions listed in Section 15300.2 would not apply. A portion of the work occurs within the City's MHPA. The project activities as scoped would not result in any adverse impacts to sensitive species within or adjacent to the MHPA. The project has been designed consistent with the City of San Diego's Multiple Species Conservation Program (MSCP) Section 1.4.3 Land Use Adjacency Guidelines (LUAGs). With implementation of the MSCP LUAG's and appropriate construction BMPs, no impacts to the MHPA would occur as a result of project implementation.

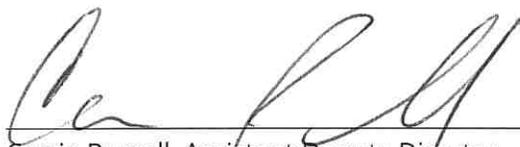
Lead Agency Contact Person: Gretchen Eichar

Telephone: (619) 533-4110

If filed by applicant:

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

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



 Carrie Purcell, Assistant Deputy Director

5/11/2020

 Date

Check One:

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

Date Received for Filing with County Clerk or OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

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

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

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

11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any 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.

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

for removal of the meter.

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

5. **EXCEPTIONS**

- 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

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

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

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

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

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

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

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

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

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

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

SAMPLE REFERENCE

APPENDIX E
LOCATION MAP

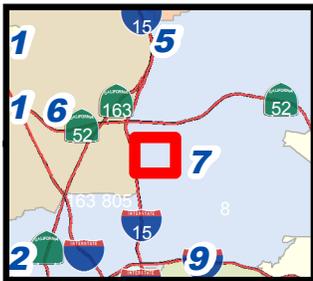
AC WATER AND SEWER GROUP 1051 / SEWER REHAB 1051A

SENIOR ENGINEER
SHEILA BOSE
619-533-4698

PROJECT MANAGER
ELHAM LOTFI
619-533-5212

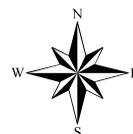
PROJECT ENGINEER
DANIEL YELSITS
619-533-5215

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



Legend

- Proposed Water
- Sewer Rehab
- Proposed Sewer



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APPENDIX F
ADJACENT PROJECTS MAP

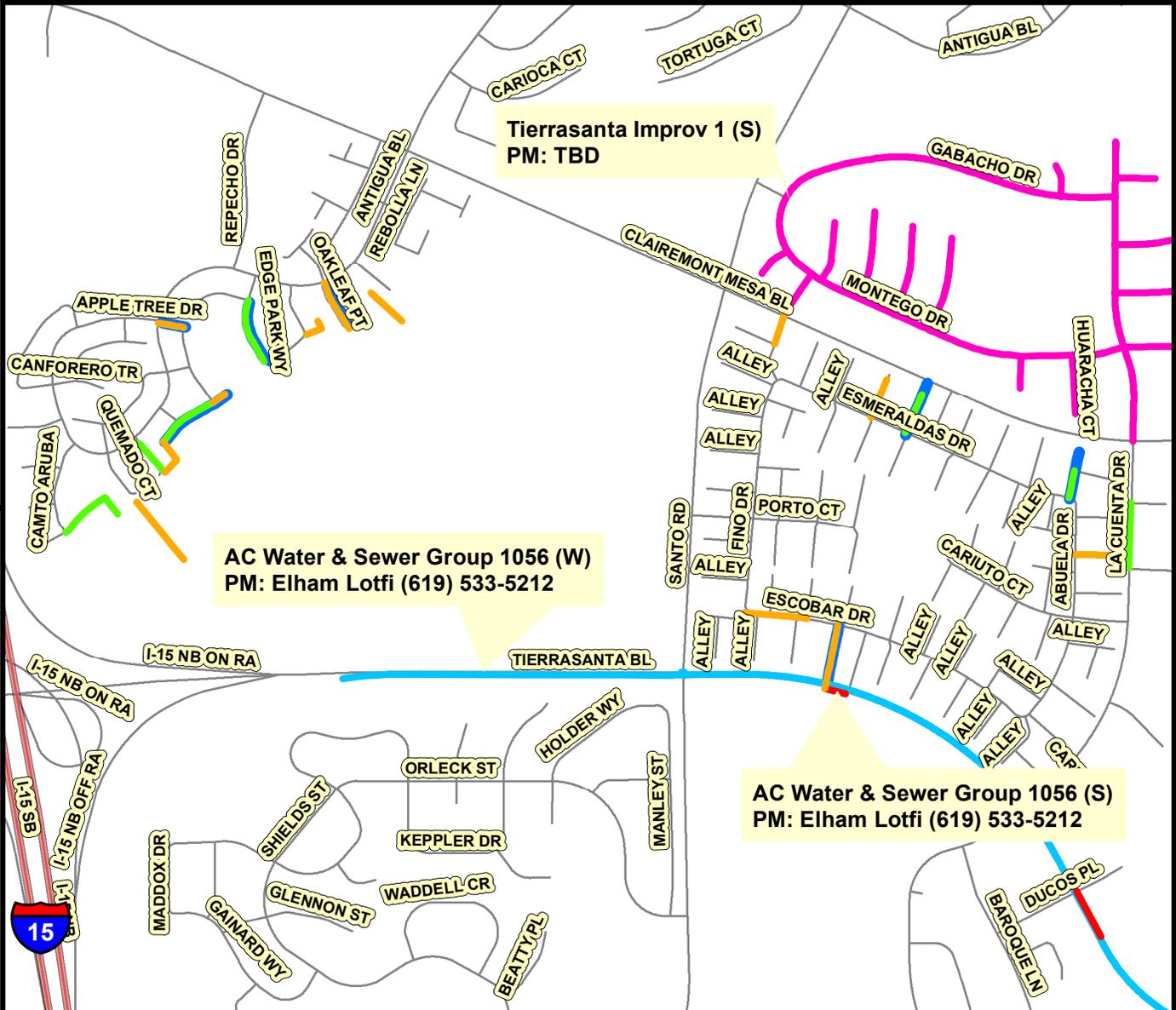
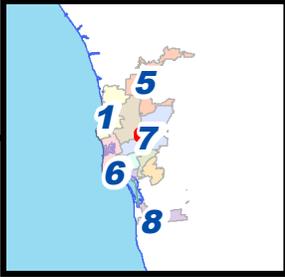
AC WATER & SEWER GROUP 1051; SEWER REHAB 1051A
ADJACENT PROJECTS

SENIOR ENGINEER
 SHEILA BOSE
 619-533-4698

PROJECT MANAGER
 ELHAM LOTFI
 619-533-5212

PROJECT ENGINEER
 DANIEL YELSITS
 619-533-5215

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



Legend

- Sewer Rehab 1051A
- AC Water & Sewer Group 1056 (S)
- AC Water & Sewer Group 1056 (W)
- AC Water & Sewer Group 1051 (S)
- AC Water & Sewer Group 1051 (W)
- Tierrasanta Improv 1



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APPENDIX G

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

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

Project Title: _____ Date: _____

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

Environmental Considerations: _____

Locations (Address Range/Cross Streets):

1. _____
2. _____
3. _____

Approved Mix Design: _____

Material Suppliers: _____

RPMS Type(s): _____

Slurry Machine #'s: _____

Estimated Cure Time (Break) of Slurry: _____

Pre-Mix (Per 100 Counts)

Gate Setting/Emulsion %: _____

Aggregate Weight: _____

Cement % (by weight of aggregate): _____

Crumb Rubber % (by volume of cement): _____

Machine Inspection

Leaks: _____

Sprayers: _____

Emulsion Filter: _____

Carbon Black: _____

Spreader Box Inspection

Cleanliness: _____

Augers: _____

Rubbers: _____

Fabric: _____

Runners: _____

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

Project Conditions

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Communication to Client/ Resident Engineer

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Test Lab

Tech: _____ Time on Site: _____

Notes

QCP Administrator Signature:

Date Signed:

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:

APPENDIX H

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

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

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

BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE

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

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

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

Instructional Notes found on the Page 2 of 2

Submit completed Form to RE

Receiving Water Monitoring

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

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

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

Instructional Notes

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

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

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

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

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

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

APPENDIX I

LATERALS, SEWER MAINS, AND MANHOLE REHABILITATION SAMPLE DATA TEMPLATES

APPENDIX J
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

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• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

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 K

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2018 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

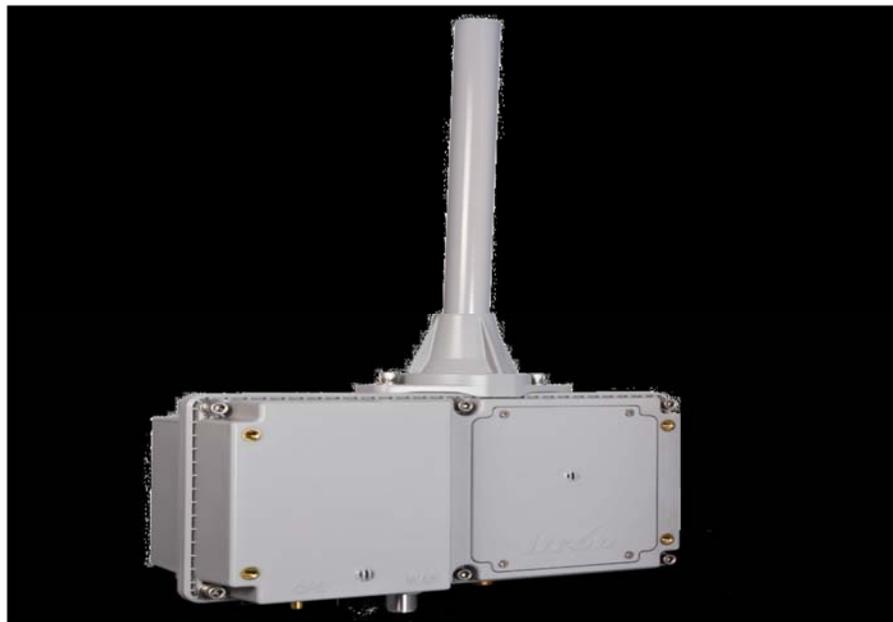


B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



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

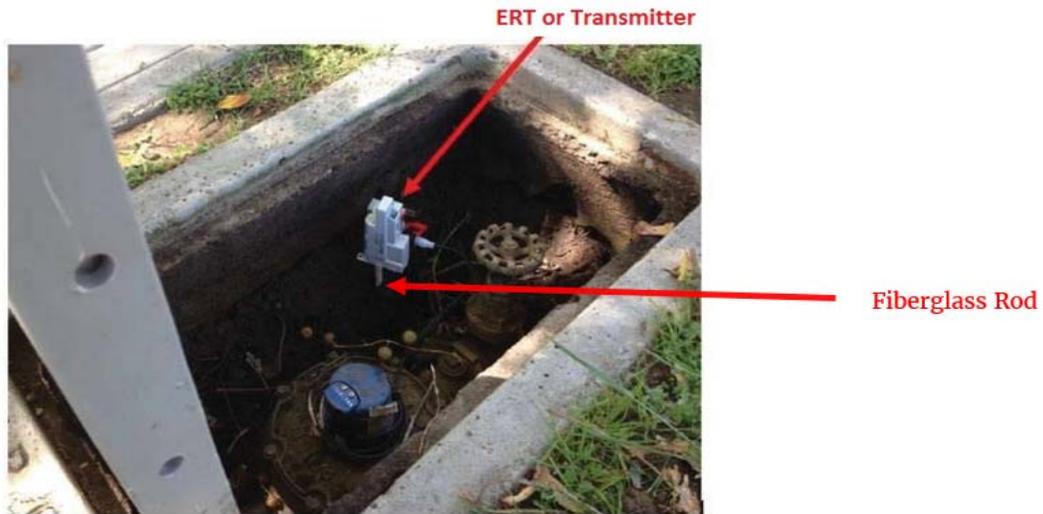


Photo 6 below is an example of disturbance that shall be avoided:

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.

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 **AC Water & Sewer Group 1051; Sewer Rehab 1051A**; Bid No. **K-21-1969-DBB-3**; in the total amount **Two Million Nine Hundred Ninety Two Thousand One Hundred Forty Two and Thirty Cents (\$2,992,142.30)**, which is comprised of the Base Bid plus Alternates B&C, consisting of an amount not to exceed **\$2,046,426.00 for Phase I** and **\$945,716.30 for Phase II**.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement
 - (e) That certain documents entitled **AC Water & Sewer Group 1051; Sewer Rehab 1051A**, on file in the office of the Engineering & Capital Projects Department as Document No. **B-18091, B-18098, B-19145**, 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 **AC Water & Sewer Group 1051; Sewer Rehab 1051A**, Bid Number **K-21-1969-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.

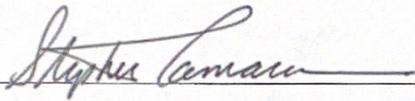
CONTRACT AGREEMENT (continued)

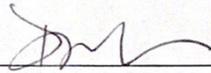
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 

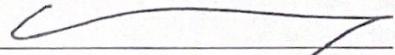
Print Name: Stephen Samara
Principal Contract Specialist
Engineering & Capital Projects

Print Name: Bonny Hsu
Deputy City Attorney

Date: 4/8/2021

Date: 4/9/21

CONTRACTOR

By 

Print Name: Dominic J. Burtech

Title: President & CEO

Date: February 3, 2021

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:

AC Water & Sewer Group 1051; Sewer Rehab 1051A

(Project Title)

as particularly described in said contract and identified as Bid No. **K-21-1969-DBB-3**; SAP No. (WBS/IO/CC) **B-18091, B-18098, B-19145**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

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

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

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

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

ELECTRONICALLY SUBMITTED FORMS

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

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

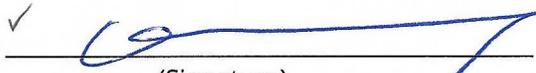
AC WATER & SEWER GROUP 1051; SEWER REHAB 1051A

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 15TH day of DECEMBER, 2020

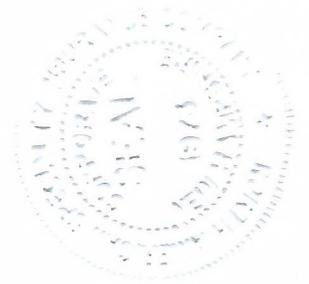
BURTECH PIPELINE, INCORPORATED (SEAL)
(Principal)

NORTH AMERICAN SPECIALTY
INSURANCE COMPANY (SEAL)
(Surety)

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

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

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On 12/17/2020 before me, Arthur P. Arquilla, Notary Public
(Here insert name and title of the officer)

personally appeared Dominic Burtach

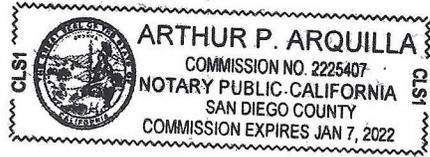
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

[Handwritten Signature]

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

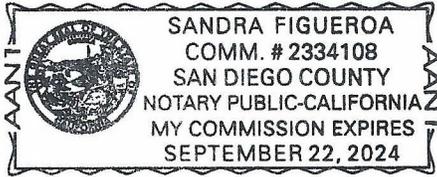
CIVIL CODE § 1189

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 12/15/2020 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

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 15th day of DECEMBER, 20 20.

[Signature]

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

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

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO
Name

 Date 12/18/2020
Signature

USE ADDITIONAL FORMS AS NECESSARY

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

***** FOR USE WHEN LISTING SUBCONTRACTORS ON ALTERNATES *****

(Use Additional Sheets As Needed)

ADDITIVE/DEDUCTIVE ALTERNATE	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Additive Alternate A	Name: <u>California Asphalt Paving & Grading</u> Address: <u>674 Alagria Pl</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>619-890-0826</u> Email: <u>capavingandgrading@gmail.com</u>	Constructor	1000062521	1033358	Paving Works (overlay & Cold Mill)	\$110,575.20	ELBE	City	
Deductive Alternate D	Name: <u>California Asphalt Paving & Grading</u> Address: <u>674 Alagria Pl</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>619-890-0826</u> Email: <u>capavingandgrading@gmail.com</u>	Constructor	1000062521	1033358	Cold Mill AC Pavement, Overlay & Crack Seal	(\$49,590.75)	ELBE	City	
Deductive Alternate D	Name: <u>G Scott Asphalt, Inc.</u> Address: <u>358 Trousdale Drive</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>619-420-1854</u> Email: <u>danc@asphaltrepairs.com</u>	Constructor	1000004252	751836	RPMS	(\$58,350.90)	SLBE	City	

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

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

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

EFFECT OF DEBARMENT OR SUSPENSION
<p>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.</p>

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 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 December 18, 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
YBS Concrete Inc.	
Rodolfo Sanchez	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Video Fact Documentation Service	
R Christopher Hinman	Sole Proprietor

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Soclaris Contracting	
Sonny Rosenal	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Piperin Corporation	
Craig Barry	President

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name



Date December 18, 2020

Signature

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
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SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
McGrath Consulting, Inc.	
Michael McGrath	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
REC Trucking Inc.	
Rafael Teran	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
NuLine Technologies LLC	
Frank Durazo	Partner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
National Coating & Lining Company	
James Pleasants	President
Tom Unsell	Vice President

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name



Date December 18, 2020

Signature

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
G Scott Asphalt, Inc.	
Daniel C. Wemple	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
California Asphalt Paving & Grading	
Christopher Vasquez	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Burtech Pipeline, Incorporated

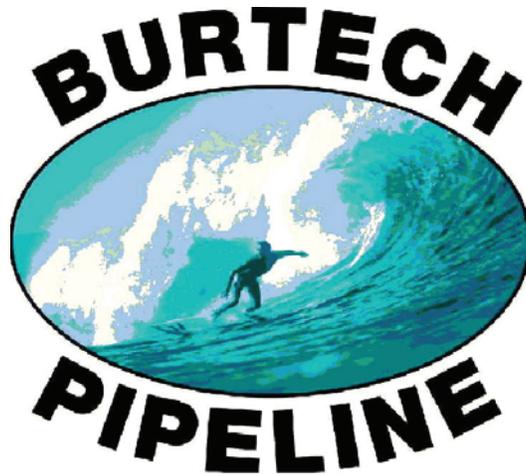
Certified By Dominic J. Burtech Title President & CEO

Name

 Date December 18, 2020

Signature

USE ADDITIONAL FORMS AS NECESSARY*



Serving San Diego County's Pipeline Needs for Over 16 Years



Our Mission:

Our goal is to create total customer satisfaction to ensure long term success for our employees, our company and the work we represent through continued improvement in our commitment to excellence, integrity and team work.

We strive to implement a long term relationship with our customers based on safety, quality of work, timely service and anticipation of their needs.

We take pride in completing jobs in a timely and efficient manner with the utmost integrity.

We continuously strive to have strength, courage, compassion and to be a leader. We endeavor to have the will to be all we can be to our customers, our peers and ourselves; to be proud of the service and quality of work we provide for our customers; to be proud of whom we are, the team, "Burtech Pipeline."

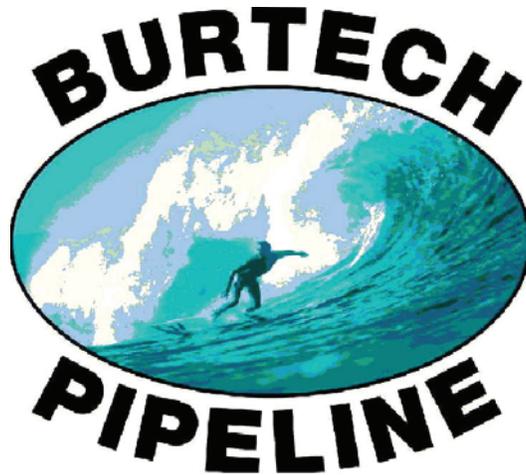
102 Second St., Encinitas, Ca 92024

Phone: (760) 634-2822

Fax: (760) 634-2415

Class A Contracting License; #718202

www.burtechpipeline.com



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Phone: (760) 634-2822

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www.burtechpipeline.com



BURTECH PIPELINE, INC.

Burtech Pipeline Incorporated is a Privately-held California Corporation founded in 1995 by Dominic and Julie Burtech. Dominic Burtech, President and Chief Executive Officer, has over twenty-five years of experience in all phases of underground construction. Through years of dedication and hard work, he has turned this company into a competitive general contractor that continues to thrive today.



At Burtech Pipeline, we accomplish our jobs through teamwork. Our teamwork relies upon our communication as well as the hard work that each individual puts in to their specific assignment so that when combined our jobs are completed accurately, on time and within budget. Our superintendent has over thirty-four years of experience in



both the private and public sectors of underground construction. Along with our Chief Estimator and Project Manager, Burtech Pipeline has completed over 150 public and private projects in the last 5 years within the greater county of San Diego.



BURTECH PIPELINE, INC.

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- Sewer Main Installation / Replacement
- Water Main Installation / Replacement
- Storm Drain Installation / Replacement
- Sewer Rehabilitation
- Sewer Lateral Rehab
- Sewer Ejector Pumps Installation
- Storm Drain Detention Systems Installation
- Fire Water Service Lines Installation



Past and Present Clients Include:

- City of San Diego
- County of San Diego
- Shea Homes
- Brookfield Homes
- Helix Water District
- Olivenhain Municipal Water District



BURTECH PIPELINE, INC.

We are proud of and stand by our mission statement:

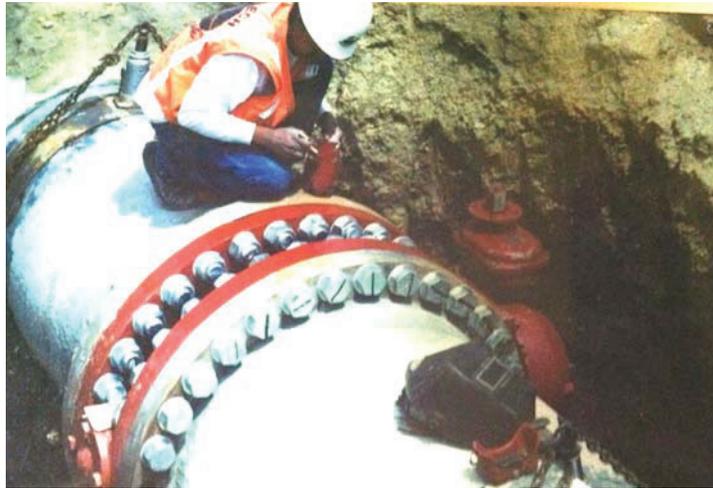
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The team here at Burtech Pipeline is confident that we can complete any of your underground project needs and look forward to doing business with you in the future!





BURTECH PIPELINE INC.
 102 2nd Street,
 Encinitas, CA 92024

MAIN & LATERAL LINING PROJECT REFERENCES

Job Name	Owner	Contact	Contract Amount	Footage Lined	Date Completed
Pipeline Rehabilitation AC-1 Skyline Dr. & S. Lausanne Dr (8" Sewer Main Rehabilitation)	City of San Diego 9573 Chesapeake Drive, San Diego, CA 92123	Lan Nguyen (619) 980-2824	\$ 3,610,664.43	40,108	3/7/2019
Pipeline Rehabilitation Z-1 Skyline-Paradise Hills/Encanto Neighb. (8" Sewer Main Rehabilitation)	City of San Diego 9573 Chesapeake Drive, San Diego, CA 92123	Dave Engel (619) 549-5451	\$ 1,249,268.43	13,504	12/15/2017
Pipeline Rehab F-2 (Laterals) Various Locations City of San Diego (2,086 Ea of Lateral Lining & Hats)	City of San Diego 9573 Chesapeake Drive, San Diego, CA 92123	Ryan Reed (619) 980-1201	\$ 4,321,475.08	2,086	1/1/2017
Sewer & Water Group 799 (6" CIPP Rehabilitation of existing VCP Sewer Mains in the Canyon)	City of San Diego 1200 Third Avenue, Suite 200, San Diego, CA 92101	Ha Nguyen (619) 990-4038	\$ 4,493,956.19	1,236	12/16/2016
2016 Sewer Main CIPP Rehabilitation Yorba Linda (8" Sewer Main Rehabilitation)	Yorba Linda Water District 1717 E. Miraloma Avenue, Placentia, CA 92870	Alex Thomas (714) 701-3115	\$ 248,153.76	3,409	8/31/2016
Pipeline Rehabilitation S-1 (8" Sewer Main CIPP Rehabilitation & 4" Sewer Lateral Lining)	City of San Diego 1010 Second Ave. Ste. 1400, San Diego, CA 92101	Clem Wassenberg (619) 218-8404 Cwassenberg@sanidiego.gov	\$ 4,036,961.11	60,888	7/6/2016
Pipeline Rehabilitation M-1 (8" Sewer Main CIPP Rehabilitation & 4" Sewer Lateral Lining)	City of San Diego 1200 Third Avenue, Suite 200, San Diego, CA 92101	Reagan Owen (619) 533-5205 Rowen@sanidiego.gov	\$ 2,794,787.28	38,922	6/30/2016
Backbay Drive Storm Drain Rehab (CIPP Lining of approx. 1948 Lf of exist. SD between 12" to 42" Dia.)	City of New Port Beach PWD, 100 Civic Center Drive, Bay D, 2F New Port Beach, CA 92660	Peter Tauscher (949) 644-3316 ptauscher@newportbeachca.gov	\$ 409,378.88	1,948	5/6/2016
Sewer Group Job 833 (CIPP Lining of approx. 3857 Lf of 6", 8" and 10" Caly Sewer Mains)	City of San Diego 1010 Second Ave. Ste. 1400, San Diego, CA 92101	Ramin Hatam (858) 495-7845 Rhatam@sanidiego.gov	\$ 444,591.30	3,857	4/20/2016
Pipeline Rehabilitation W-1 (8" Sewer Main CIPP Rehabilitation & 4" Sewer Lateral Lining)	City of San Diego 1010 Second Ave. Ste. 1400, San Diego, CA 92101	Scott Reilly (760) 310-9816 sreilly@rbrady.net	\$ 2,168,505.55	31,174	2/5/2016
Batiquitos Force Mains, B1 & B2 (CIPP Lining of 383 Lf of 21" Trunk Sewer under railroad crossings)	Leucadia Wastewater District 1960 La Costa Avenue, Carlsbad, CA 92009	Robin Morishita (760) 753-0155 rmorishita@lwwd.org	\$ 4,686,123.45	383	11/16/2015
Pipeline Rehabilitation X-1 (8"-15" Sewer Main CIPP Rehab and 4" Sewer Lateral Lining)	City of San Diego 1010 Second Ave. Ste. 1400, San Diego, CA 92101	Neda Shahrara (619) 665-7447 NShahrara@sanidiego.gov	\$ 530,507.38	4,151	11/11/2015
Harbor Drive Trunk Sewer (CIPP Lining of approx. 1550 Lf of exist. 48" Sewer Trunk)	City of San Diego 1010 Second Ave. Ste. 1400, San Diego, CA 92101	Bijan Shakiba (619) 533-5191 Bshakiba@sanidiego.gov	\$ 8,814,751.07	1,550	8/4/2015
2014 Sewer PL & SD Repairs (CIPP Lining 263' of 18" SD and about 3104' of 6"/8" Sewer Mains)	City of Solana Beach 635 S. Highway 101, Solana Beach, CA 92075	Taryn Kjolsing, P.E. (858) 720-2487 tkjolsing@cosb.org	\$ 491,702.50	3,367	3/31/2015
Sewer Rehab Project No. 9 (CIPP Lining of exist. 8" and 10" VCP Sewer Mains)	LA County Department of Public Works 900 S Fremont Avenue, Los Angeles, CA 91803	Jose Pou (626) 458-2191 Jpou@dpw.lacounty.gov	\$ 244,087.60	9,250	10/24/2014
Pipeline Rehabilitation N-1 (8" Sewer Main CIPP Rehabilitation & 4" Sewer Lateral Lining)	City of San Diego 1200 Third Avenue, Suite 200, San Diego, CA 92101	Maryam Liaghat (619) 533-4641 MLiaghat@sanidiego.gov	\$ 5,907,193.15	74,424	3/4/2014
Emergency Sewer Rehabilitation on Third Avenue (8" Sewer Main Rehabilitation)	City of Chula Vista 1800 Maxwell Road, Chula Vista, CA 91910	Boushra Salem (619) 691-5040	\$ 93,015.00	660	3/31/2013
SW260/SW268 Sewer Rehabilitation (8" Sewer Main Rehabilitation)	City of Chula Vista 1800 Maxwell Road, Chula Vista, CA 91910	Joselito Castillo (619) 719-8161	\$ 632,591.87	5,370	9/26/2012
Pipeline Lateral Rehab Phase C-2 Lake Murray Area	City of San Diego 1200 Third Avenue, Suite 200, San Diego, CA 92101	Bill Swallow (858) 495-7879	\$ 795,341.00	6,600	5/29/2009
Pipeline Lateral Rehab Phase C-3 Lake Murray Area	City of San Diego 1200 Third Avenue, Suite 200, San Diego, CA 92101	Bill Swallow (858) 495-7879	\$ 504,436.24	4,080	5/29/2009

TOTAL FOOTAGE 308150

April 1, 2006

To Whom It May Concern

This is to certify that Burtech Pipeline, Inc. is a certified trained and licensed installer of CIPP (Cured In Place Pipe) lining materials and process that conform to ASTM F-1216 and ASTM F-1743. Pipe Lining Supply Corporation is a manufacturer and wholesale distributor of CIPP lining and AIPPR coating process that has been in business since 2003. Pipe Lining Supply materials meet all industry standards and the methods of installation conforming to those standards. Burtech Pipeline, Inc. has been trained in the CIPP process including the CIPP standards as well as the California Greenbook standards using materials manufactured specifically for this process.



John M. Heisler
V. President

*YOUR CURED IN PLACE PIPE (CIPP) &
APPLIED IN PLACE PIPE REHABILITATION (AIPPR) SUPPLIER*



Burtech Pipeline, Inc.
102 Second Street, Encinitas, CA 92024
Ph (760) 634-2822 | Fax (760) 634-2415

As of Aug. 2015

CERTIFICATE OF INSTALLER

To Whom It May Concern:

This certificate verifies that Burtech Pipeline has received all necessary training for the correct preparation and installation procedures for the Cosmic Tophat “Lateral connection sealing system”, and Cosmic “Quickseal” Short liner repairs. If there is any other questions please contact Chris Armijo at information listed below.

Sincerely,

A handwritten signature in blue ink is written over the Cosmic logo. The signature appears to read "Johann Kubel". Below the signature, the text "Tel.: +43 2744 7004 • e-mail: office@cosmic.at" is printed in a small font.

Tel.: +43 2744 7004 • e-mail: office@cosmic.at

Johann Kubel
CEO, Cosmic Engineering GMBH



DTA Trenchless Supplies

3124 E Isaiah Ave.

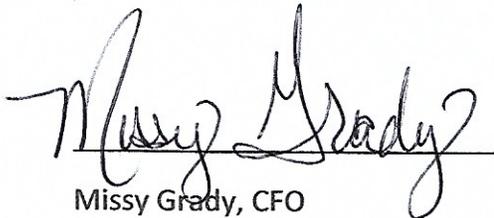
Gilbert, AZ 85298

www.dtatrenchlessupplies.com

LINER INSTALLATION LICENSE

Date: October 31, 2019

This is to certify that Burtech Pipeline, Inc, is a licensed CIPP installer of Easy Liner. DTA Trenchless Supplies is a subsidiary of Easy Liner and has over 30 years experience of liner manufacturing. Easy Liners are manufactured in accordance with the specifications of DTA Trenchless Supplies and comply with the requirements of ASTM F1216. Easy Liners are comprised of Felt and coated components from Applied Felts, Non-Woven Solutions, and Haartz Materials. Additionally, the liner utilizes a resin from AOC or interplastic with a catalyst system from Akzo Nobel.

A handwritten signature in black ink, appearing to read "Missy Grady". The signature is written in a cursive, flowing style. Below the signature is a horizontal line, and underneath that line, the name "Missy Grady, CFO" is printed in a standard sans-serif font.

Missy Grady, CFO



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- Storm Drain Installation / Replacement
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- Sewer Lateral Rehab
- Sewer Ejector Pumps Installation
- Storm Drain Detention Systems Installation
- Fire Water Service Lines Installation



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- County of San Diego
- Shea Homes
- Brookfield Homes
- Helix Water District
- Olivenhain Municipal Water District



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Pipeline Rehabilitation S-1 (8" Sewer Main CIPP Rehabilitation & 4" Sewer Lateral Lining)	City of San Diego 1010 Second Ave. Ste. 1400, San Diego, CA 92101	Clem Wassenberg (619) 218-8404 Cwassenberg@sanidiego.gov	\$ 4,036,961.11	60,888	7/6/2016
Pipeline Rehabilitation M-1 (8" Sewer Main CIPP Rehabilitation & 4" Sewer Lateral Lining)	City of San Diego 1200 Third Avenue, Suite 200, San Diego, CA 92101	Reagan Owen (619) 533-5205 Rowen@sanidiego.gov	\$ 2,794,787.28	38,922	6/30/2016
Backbay Drive Storm Drain Rehab (CIPP Lining of approx. 1948 Lf of exist. SD between 12" to 42" Dia.)	City of New Port Beach PWD, 100 Civic Center Drive, Bay D, 2F New Port Beach, CA 92660	Peter Tauscher (949) 644-3316 ptauscher@newportbeachca.gov	\$ 409,378.88	1,948	5/6/2016
Sewer Group Job 833 (CIPP Lining of approx. 3857 Lf of 6", 8" and 10" Caly Sewer Mains)	City of San Diego 1010 Second Ave. Ste. 1400, San Diego, CA 92101	Ramin Hatam (858) 495-7845 Rhatam@sanidiego.gov	\$ 444,591.30	3,857	4/20/2016
Pipeline Rehabilitation W-1 (8" Sewer Main CIPP Rehabilitation & 4" Sewer Lateral Lining)	City of San Diego 1010 Second Ave. Ste. 1400, San Diego, CA 92101	Scott Reilly (760) 310-9816 sreilly@rbrady.net	\$ 2,168,505.55	31,174	2/5/2016
Batiquitos Force Mains, B1 & B2 (CIPP Lining of 383 Lf of 21" Trunk Sewer under railroad crossings)	Leucadia Wastewater District 1960 La Costa Avenue, Carlsbad, CA 92009	Robin Morishita (760) 753-0155 rmorishita@lwwd.org	\$ 4,686,123.45	383	11/16/2015
Pipeline Rehabilitation X-1 (8"-15" Sewer Main CIPP Rehab and 4" Sewer Lateral Lining)	City of San Diego 1010 Second Ave. Ste. 1400, San Diego, CA 92101	Neda Shahrara (619) 665-7447 NShahrara@sanidiego.gov	\$ 530,507.38	4,151	11/11/2015
Harbor Drive Trunk Sewer (CIPP Lining of approx. 1550 Lf of exist. 48" Sewer Trunk)	City of San Diego 1010 Second Ave. Ste. 1400, San Diego, CA 92101	Bijan Shakiba (619) 533-5191 Bshakiba@sanidiego.gov	\$ 8,814,751.07	1,550	8/4/2015
2014 Sewer PL & SD Repairs (CIPP Lining 263' of 18" SD and about 3104' of 6"/8" Sewer Mains)	City of Solana Beach 635 S. Highway 101, Solana Beach, CA 92075	Taryn Kjolsing, P.E. (858) 720-2487 tkjolsing@cosb.org	\$ 491,702.50	3,367	3/31/2015
Sewer Rehab Project No. 9 (CIPP Lining of exist. 8" and 10" VCP Sewer Mains)	LA County Department of Public Works 900 S Fremont Avenue, Los Angeles, CA 91803	Jose Pou (626) 458-2191 Jpou@dpw.lacounty.gov	\$ 244,087.60	9,250	10/24/2014
Pipeline Rehabilitation N-1 (8" Sewer Main CIPP Rehabilitation & 4" Sewer Lateral Lining)	City of San Diego 1200 Third Avenue, Suite 200, San Diego, CA 92101	Maryam Liaghat (619) 533-4641 Mliaghat@sanidiego.gov	\$ 5,907,193.15	74,424	3/4/2014
Emergency Sewer Rehabilitation on Third Avenue (8" Sewer Main Rehabilitation)	City of Chula Vista 1800 Maxwell Road, Chula Vista, CA 91910	Boushra Salem (619) 691-5040	\$ 93,015.00	660	3/31/2013
SW260/SW268 Sewer Rehabilitation (8" Sewer Main Rehabilitation)	City of Chula Vista 1800 Maxwell Road, Chula Vista, CA 91910	Joselito Castillo (619) 719-8161	\$ 632,591.87	5,370	9/26/2012
Pipeline Lateral Rehab Phase C-2 Lake Murray Area	City of San Diego 1200 Third Avenue, Suite 200, San Diego, CA 92101	Bill Swallow (858) 495-7879	\$ 795,341.00	6,600	5/29/2009
Pipeline Lateral Rehab Phase C-3 Lake Murray Area	City of San Diego 1200 Third Avenue, Suite 200, San Diego, CA 92101	Bill Swallow (858) 495-7879	\$ 504,436.24	4,080	5/29/2009

TOTAL FOOTAGE 308150

April 1, 2006

To Whom It May Concern

This is to certify that Burtech Pipeline, Inc. is a certified trained and licensed installer of CIPP (Cured In Place Pipe) lining materials and process that conform to ASTM F-1216 and ASTM F-1743. Pipe Lining Supply Corporation is a manufacturer and wholesale distributor of CIPP lining and AIPPR coating process that has been in business since 2003. Pipe Lining Supply materials meet all industry standards and the methods of installation conforming to those standards. Burtech Pipeline, Inc. has been trained in the CIPP process including the CIPP standards as well as the California Greenbook standards using materials manufactured specifically for this process.



John M. Heisler
V. President

*YOUR CURED IN PLACE PIPE (CIPP) &
APPLIED IN PLACE PIPE REHABILITATION (AIPPR) SUPPLIER*



Burtech Pipeline, Inc.
102 Second Street, Encinitas, CA 92024
Ph (760) 634-2822 | Fax (760) 634-2415

As of Aug. 2015

CERTIFICATE OF INSTALLER

To Whom It May Concern:

This certificate verifies that Burtech Pipeline has received all necessary training for the correct preparation and installation procedures for the Cosmic Tophat “Lateral connection sealing system”, and Cosmic “Quickseal” Short liner repairs. If there is any other questions please contact Chris Armijo at information listed below.

Sincerely,

A handwritten signature in blue ink is written over the Cosmic logo. The signature appears to read "Johann Kubel". Below the signature, the text "Tel.: +43 2744 7004 • e-mail: office@cosmic.at" is printed in a small font.

Tel.: +43 2744 7004 • e-mail: office@cosmic.at

Johann Kubel
CEO, Cosmic Engineering GMBH



DTA Trenchless Supplies

3124 E Isaiah Ave.

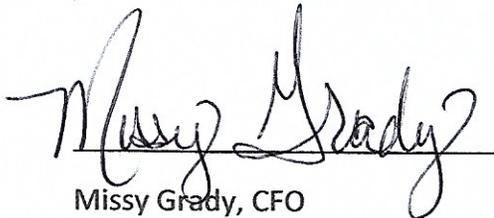
Gilbert, AZ 85298

www.dtatrenchlessupplies.com

LINER INSTALLATION LICENSE

Date: October 31, 2019

This is to certify that Burtech Pipeline, Inc, is a licensed CIPP installer of Easy Liner. DTA Trenchless Supplies is a subsidiary of Easy Liner and has over 30 years experience of liner manufacturing. Easy Liners are manufactured in accordance with the specifications of DTA Trenchless Supplies and comply with the requirements of ASTM F1216. Easy Liners are comprised of Felt and coated components from Applied Felts, Non-Woven Solutions, and Haartz Materials. Additionally, the liner utilizes a resin from AOC or interplastic with a catalyst system from Akzo Nobel.

A handwritten signature in black ink, appearing to read "Missy Grady". The signature is written in a cursive, flowing style. Below the signature is a horizontal line, and underneath that line, the name "Missy Grady, CFO" is printed in a standard sans-serif font.

Missy Grady, CFO

Bid Results

Bidder Details

Vendor Name Burtech Pipeline Incorporated
Address 102 Second Street
 Encinitas, CA 92024
 United States
Respondee DOMINIC BURTECH
Respondee Title PRESIDENT & CEO
Phone 760-634-2822 Ext.
Email buddy@burtechpipeline.com
Vendor Type CADIR
License # 718202
CADIR 1000006324

Bid Detail

Bid Format Electronic
Submitted December 18, 2020 12:35:50 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 237883
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Contractors Certification of Pending Actions	Contractors Certification of Pending Actions.pdf	Contractor's Certification of Pending Actions
Subcontractors Additive Deductive Alternate	Subcontractors Additive Deductive Alternate.pdf	Subcontractor Listing for Alternate Items
Mandatory Disclosure of Business Interests Form	Mandatory Disclosure of Business Interests Form.pdf	Mandatory Disclosure of Business Interests Form
Prime Contractor - Debarment & Suspension	Debarment and Suspension Certification Prime Contractor.pdf	Prime Contractor - Debarment and Suspension
Debarment and Suspension Certification Subcontractors	Debarment and Suspension Certification Subcontractors.pdf	Subcontractor - Debarment and Suspension
1051-Contractors Experience & Past Project	1051-Contractors Experience & Past Project Documentations.pdf	Contractor's Experience and Past Project Documentation. SEE SSP AND 2018 WB SECTION 500-2.1
1051- Manufacturer Authorized Installer Certification	1051- Manufacturer Authorized Installer Certification.pdf	Manufacturer Authorized Installer Certification. SEE SSP AND 2018 WB SECTION 500-2.1, INITIAL SUB
Bid Bond	Bid Bond.pdf	Bid Bond

Line Items

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

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
1	Bonds (Payment and Performance)					
	524126	LS	1	\$22,000.00	\$22,000.00	
2	Remote Control Camera Inspection (EOC Type II)					
	334290	AL	1	\$19,100.00	\$19,100.00	
3	Sewage Bypass and Pumping Plan (Diversion Plan)					
	237110	LS	1	\$5,000.00	\$5,000.00	
4	Mobilization					
	237110	LS	1	\$50,000.00	\$50,000.00	
5	Field Orders (EOC Type II)					
		AL	1	\$160,000.00	\$160,000.00	
6	Excavate and Export (Unclassified) Including Clay					
	237310	CY	2130	\$35.00	\$74,550.00	
7	Asphalt Pavement Repair					
	237310	TON	22	\$600.00	\$13,200.00	
8	Subgrade Imported Backfill					
	237310	TON	50	\$1.00	\$50.00	
9	Class 2 Aggregate Base					
	237310	TON	50	\$50.00	\$2,500.00	
10	Crushed Aggregate Base					
	238910	TON	15	\$1.00	\$15.00	
11	Rubber Polymer Modified Slurry (RPMS) Type I					
	237310	SF	36347	\$0.95	\$34,529.65	
12	Rubber Polymer Modified Slurry (RPMS) Type II					
	237310	SF	53700	\$0.95	\$51,015.00	
13	Rubber Polymer Modified Slurry (RPMS) Type III					
	237310	SF	17353	\$0.85	\$14,750.05	
14	Rubber Polymer Modified Slurry (RPMS) Type I (Bike Lane)					
	237310	SF	2988	\$2.95	\$8,814.60	
15	Pavement Restoration Adjacent to Trench					
	237310	SF	2994	\$10.00	\$29,940.00	
16	Asphalt Concrete Overlay					
	237310	TON	75	\$292.00	\$21,900.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
17	Crack Seal					
	237310	LB	220	\$28.00	\$6,160.00	
18	Concrete Pavement (6 Inch Thick)					
	238910	CY	116	\$460.00	\$53,360.00	
19	Remove and Replace Existing Sidewalk					
	237310	SF	200	\$11.50	\$2,300.00	
20	Additional Curb and Gutter Removal and Replacement					
	237310	LF	100	\$52.00	\$5,200.00	
21	Additional Sidewalk Removal and Replacement					
	237310	SF	200	\$11.50	\$2,300.00	
22	Cross Gutter					
	237310	SF	4068	\$18.50	\$75,258.00	
23	Alley Apron					
	237310	SF	774	\$17.50	\$13,545.00	
24	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles					
	237310	EA	4	\$4,250.00	\$17,000.00	
25	Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles					
	237310	EA	10	\$4,250.00	\$42,500.00	
26	Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles					
	237310	EA	2	\$3,850.00	\$7,700.00	
27	Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles					
	237310	EA	6	\$3,300.00	\$19,800.00	
28	Handling and Disposal of Non-friable Asbestos Material					
	237110	LF	2313	\$13.00	\$30,069.00	
29	Additional Bedding					
	237110	CY	120	\$1.00	\$120.00	
30	Water Main (8 Inch)					
	237110	LF	95	\$300.00	\$28,500.00	
31	Water Main (8 Inch, Class 305)					
	237110	LF	2169	\$160.00	\$347,040.00	
32	Sewer Main (8 Inch)					
	237110	LF	374	\$180.00	\$67,320.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
33	Sewer Main (8 Inch, SDR-26)					
	237110	LF	1794	\$161.00	\$288,834.00	
34	Gate Valve (8 Inch)					
	237110	EA	12	\$2,100.00	\$25,200.00	
35	Fire Hydrant Assembly and Marker (6 Inch)					
	237110	EA	2	\$10,000.00	\$20,000.00	
36	Water Service (1 Inch)					
	237110	EA	98	\$2,400.00	\$235,200.00	
37	Water Service (2 Inch)					
	237110	EA	3	\$5,400.00	\$16,200.00	
38	Blow-Off Valve Assembly (2 Inch)					
	237110	EA	2	\$4,800.00	\$9,600.00	
39	Air and Vacuum (Air Release) Valve Assembly (1 Inch, Class 305)					
	237110	EA	2	\$5,000.00	\$10,000.00	
40	Temporary Resurfacing					
	237310	TON	220	\$125.00	\$27,500.00	
41	Temporary Resurfacing for High-lining					
	237310	TON	25	\$125.00	\$3,125.00	
42	Imported Trench Backfill					
	237110	TON	3450	\$10.00	\$34,500.00	
43	Manhole (4 Ft x 3 Ft)					
	237110	EA	15	\$10,400.00	\$156,000.00	
44	Sewer Lateral and Cleanout (4 Inch, Street)					
	237110	EA	65	\$3,100.00	\$201,500.00	
45	Sewer Lateral and Cleanout (4 Inch, Alley)					
	237110	EA	15	\$2,250.00	\$33,750.00	
46	Sewer Main Cleanout					
	237110	EA	1	\$5,000.00	\$5,000.00	
47	Cleaning and Video Inspection of Existing Pipelines and Culverts					
	237110	LF	2996	\$2.00	\$5,992.00	
48	Video Inspection of Pipelines and Culverts for Acceptance					
	237110	LF	5164	\$1.00	\$5,164.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
49	Removal and Replacement of Existing Paint Striping					
	237310	LS	1	\$36,000.00	\$36,000.00	
50	Video Recording of Existing Conditions					
	238990	LS	1	\$1,610.00	\$1,610.00	
51	Tree Removal and Disposal (Less Than 24-Inch Trunk Diameter)					
	238910	EA	1	\$1,000.00	\$1,000.00	
52	Potholing Existing Utilities Not Shown on Plans (Depth Up to 7 Feet)					
	237110	EA	30	\$200.00	\$6,000.00	
53	Cold Mill AC Pavement (> 1½ Inch - 3 Inch)					
	237310	SF	7452	\$1.25	\$9,315.00	
54	Point Repair for Existing Sewer Main (8 Inch)					
	237110	EA	15	\$5,000.00	\$75,000.00	
55	Point Repair for Existing Sewer Main (10 Inch)					
	237110	EA	2	\$6,000.00	\$12,000.00	
56	Additional Point Repair for Existing Sewer Main (8 Inch) if Less than 8 Feet					
	237110	LF	60	\$100.00	\$6,000.00	
57	Additional Point Repair for Existing Sewer Main (10 Inch) if Less than 8 Feet					
	237110	LF	8	\$100.00	\$800.00	
58	Rehabilitate Sewer Main (8 Inch)					
	237110	LF	2793	\$25.00	\$69,825.00	
59	Rehabilitate Sewer Main (10 Inch)					
	237110	LF	203	\$33.00	\$6,699.00	
60	Service Lateral Connection					
	237110	EA	63	\$1,000.00	\$63,000.00	
61	Rehabilitate Existing Manhole					
	237110	EA	26	\$1,800.00	\$46,800.00	
62	Service Lateral Rehabilitation with Cleanout Up to 7 Feet in Depth					
	237110	EA	61	\$1,700.00	\$103,700.00	
63	Traffic Control and Working Drawings					
	541330	LS	1	\$35,000.00	\$35,000.00	
64	Traffic Control and Engineered Traffic Control Plans					
	541330	LS	1	\$1,000.00	\$1,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
65	Pavement Restoration for Final Connection					
	237110	SF	1500	\$20.00	\$30,000.00	
66	WPCP Development					
	541330	LS	1	\$700.00	\$700.00	
67	WPCP Implementation					
	237310	LS	1	\$10,000.00	\$10,000.00	
				Subtotal	\$2,817,550.30	
	Additive Alternate A					
68	Asphalt Concrete Overlay					
	237310	TON	402	\$247.00	\$99,294.00	
69	Cold Mill AC Pavement (> 1½ Inch - 3 Inch)					
	237310	SF	33535	\$0.50	\$16,767.50	
				Subtotal	\$116,061.50	
	Additive Alternate B					
70	Cut-in Tee by Contractor (8 Inch Through 12 Inch)					
	237310	EA	3	\$10,000.00	\$30,000.00	
71	Cut and Plug by Contractor					
	237310	EA	12	\$6,500.00	\$78,000.00	
				Subtotal	\$108,000.00	
	Additive Alternate C					
72	High-lining Installation by the Contractor					
	237110	LF	4162	\$12.00	\$49,944.00	
73	High-lining Removed by the Contractor					
	237110	LF	4162	\$2.00	\$8,324.00	
74	Furnished Materials for Contractor High-line Work					
	237110	LF	4162	\$2.00	\$8,324.00	
				Subtotal	\$66,592.00	
	Deductive Alternate D					
75	Cold Mill AC Pavement (> 1½ Inch - 3 Inch) ((Deductive) Enter Unit Price As Negative (-))					
	237310	SF	9254	(\$1.05)	(\$9,716.70)	
76	Asphalt Concrete Overlay ((Deductive) Enter Unit Price As Negative (-))					
	237310	TON	111	(\$235.00)	(\$26,085.00)	
77	Crack Seal ((Deductive) Enter Unit Price As Negative (-))					
	237310	LB	671	(\$20.55)	(\$13,789.05)	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
78	Rubber Polymer Modified Slurry (RPMS) Type I ((Deductive) Enter Unit Price As Negative (-))					
	237310	SF	33535	(\$0.95)	(\$31,858.25)	
79	Rubber Polymer Modified Slurry (RPMS) Type II ((Deductive) Enter Unit Price As Negative (-))					
	237310	SF	33535	(\$0.95)	(\$31,858.25)	
Subtotal					(\$113,307.25)	
Total					\$2,994,896.55	

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
Nu-Line Technologies, LLC 102 Second Street, Suite B Encinitas, CA 92024 United States	Constructor - Rehabilitation of Sewer Mains , Cleaning and CCTV Inspections of Sewer Mains	997520	1000003808	\$84,887.00	FEM,MBE,CADIR,WBE,PQUAL
YBS CONCRETE INC. PO BOX 1197 Bonita, CA 91908 United States	Constructor - Bid Items 18 to 27 for Concrete Curb Ramps and Minor Concrete scopes.	885270	1000641763	\$199,718.00	LAT,MALE,SLBE,MBE,CADIR
Piperin Corporation 510 Venture Street Escondido, CA 92029 United States	Constructor - Open-cut installation of sewer main and manholes at La Cuenta Drive, Sheet 3	964028	1000000485	\$121,700.00	PQUAL,CADIR
Soclaris Contracting 7437 Lowell Ct. La Mesa, CA 91942 United States	Bid Item 28 - Handling & Disposal of Non-Friable Asbestos Material	793838	1000011964	\$12,000.00	CAU,MALE,DVBE,CADIR,SDVSB
National Coating & Lining 26713 Madison Ave Murrieta, CA 92532 United States	Constructor - Bid Item 61 - Rehabilitation of existing Manhole	886430	1000013795	\$42,640.00	
Video Fact Documentation Service 4609 Lyons Dr. La Mesa, CA 91941 United States	Preconstruction Video Documentation	ELBE 11RC0404	PW-LR-100065518	\$1,400.00	CAU,DBE,ELBE,MAL E
Rectrucking inc 1128 2nd ave Chula vista, CA 91911 United States	Constructor - Trucking DMV MCP CA#439696	DMV MCP CA#439696	1000040647	\$21,840.00	ELBE,LAT,MALE
California Asphalt Paving and Grading 674 Alagria pl. Chula Vista, CA 91910 United States	Constructor - Paving Works - Asphalt Pavement Repair & Restoration, Aggregate Base, Overlay, Crack Seal, Cold Mill, Grind & Overlay	1033358	1000062521	\$157,816.92	LAT,MALE,ELBE
G SCOTT ASPHALT, INC 358 TROUSDALE DRIVE CHULA VISTA, CA 91910 United States	Constructor - RPMS	751836	1000004252	\$98,665.64	
MCGRATH HOLDINGS, INC. PO BOX 2488 EL CAJON, CA 92021 United States	Designer - WPCP Development	QSD 20194	1000037165	\$575.00	

Line Totals (Unit Price * Quantity)								
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	\$22,000.00	\$22,000.00
2	Main Bid	334290	Remote Control Camera Inspection (EOC Type II)	3-5.1.6	AL	1	\$19,100.00	\$19,100.00
3	Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	3-12.5.4	LS	1	\$5,000.00	\$5,000.00
4	Main Bid	237110	Mobilization	7-3.4.1	LS	1	\$50,000.00	\$50,000.00
5	Main Bid		Field Orders (EOC Type II)	7-3.9	AL	1	\$160,000.00	\$160,000.00
6	Main Bid	237310	Excavate and Export (Unclassified) Including Clay	300-2.9	CY	2130	\$35.00	\$74,550.00
7	Main Bid	237310	Asphalt Pavement Repair	301-1.7	TON	22	\$600.00	\$13,200.00

8	Main Bid	237310	Subgrade Imported Backfill	301-1.7	TON	50	\$1.00	\$50.00
9	Main Bid	237310	Class 2 Aggregate Base	301-2.4	TON	50	\$50.00	\$2,500.00
10	Main Bid	238910	Crushed Aggregate Base	301-2.4	TON	15	\$1.00	\$15.00
11	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I	302-4.12.4	SF	36347	\$0.95	\$34,529.65
12	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	302-4.12.4	SF	53700	\$0.95	\$51,015.00
13	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type III	302-4.12.4	SF	17353	\$0.85	\$14,750.05
14	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I (Bike Lane)	302-4.12.4	SF	2988	\$2.95	\$8,814.60
15	Main Bid	237310	Pavement Restoration Adjacent to Trench	302-5.2.1	SF	2994	\$10.00	\$29,940.00

16	Main Bid	237310	Asphalt Concrete Overlay	302-5.9	TON	75	\$292.00	\$21,900.00
17	Main Bid	237310	Crack Seal	302-15.5	LB	220	\$28.00	\$6,160.00
18	Main Bid	238910	Concrete Pavement (6 Inch Thick)	302-6.8	CY	116	\$460.00	\$53,360.00
19	Main Bid	237310	Remove and Replace Existing Sidewalk	303-5.9	SF	200	\$11.50	\$2,300.00
20	Main Bid	237310	Additional Curb and Gutter Removal and Replacement	303-5.9	LF	100	\$52.00	\$5,200.00
21	Main Bid	237310	Additional Sidewalk Removal and Replacement	303-5.9	SF	200	\$11.50	\$2,300.00
22	Main Bid	237310	Cross Gutter	303-5.9	SF	4068	\$18.50	\$75,258.00
23	Main Bid	237310	Alley Apron	303-5.9	SF	774	\$17.50	\$13,545.00
24	Main Bid	237310	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	4	\$4,250.00	\$17,000.00

25	Main Bid	237310	Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	10	\$4,250.00	\$42,500.00
26	Main Bid	237310	Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	2	\$3,850.00	\$7,700.00
27	Main Bid	237310	Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	6	\$3,300.00	\$19,800.00
28	Main Bid	237110	Handling and Disposal of Non-friable Asbestos Material	306-3.3.5.5	LF	2313	\$13.00	\$30,069.00
29	Main Bid	237110	Additional Bedding	306-15.1	CY	120	\$1.00	\$120.00
30	Main Bid	237110	Water Main (8 Inch)	306-15.1	LF	95	\$300.00	\$28,500.00
31	Main Bid	237110	Water Main (8 Inch, Class 305)	306-15.1	LF	2169	\$160.00	\$347,040.00
32	Main Bid	237110	Sewer Main (8 Inch)	306-15.1	LF	374	\$180.00	\$67,320.00

33	Main Bid	237110	Sewer Main (8 Inch, SDR-26)	306-15.1	LF	1794	\$161.00	\$288,834.00
34	Main Bid	237110	Gate Valve (8 Inch)	306-15.5	EA	12	\$2,100.00	\$25,200.00
35	Main Bid	237110	Fire Hydrant Assembly and Marker (6 Inch)	306-15.6	EA	2	\$10,000.00	\$20,000.00
36	Main Bid	237110	Water Service (1 Inch)	306-15.8	EA	98	\$2,400.00	\$235,200.00
37	Main Bid	237110	Water Service (2 Inch)	306-15.8	EA	3	\$5,400.00	\$16,200.00
38	Main Bid	237110	Blow-Off Valve Assembly (2 Inch)	306-15.8	EA	2	\$4,800.00	\$9,600.00
39	Main Bid	237110	Air and Vacuum (Air Release) Valve Assembly (1 Inch, Class 305)	306-15.8	EA	2	\$5,000.00	\$10,000.00
40	Main Bid	237310	Temporary Resurfacing	306-15.9	TON	220	\$125.00	\$27,500.00
41	Main Bid	237310	Temporary Resurfacing for High-lining	306-15.9	TON	25	\$125.00	\$3,125.00

42	Main Bid	237110	Imported Trench Backfill	306-15.11	TON	3450	\$10.00	\$34,500.00
43	Main Bid	237110	Manhole (4 Ft x 3 Ft)	306-16.6	EA	15	\$10,400.00	\$156,000.00
44	Main Bid	237110	Sewer Lateral and Cleanout (4 Inch, Street)	306-17.2	EA	65	\$3,100.00	\$201,500.00
45	Main Bid	237110	Sewer Lateral and Cleanout (4 Inch, Alley)	306-17.2	EA	15	\$2,250.00	\$33,750.00
46	Main Bid	237110	Sewer Main Cleanout	306-17.2	EA	1	\$5,000.00	\$5,000.00
47	Main Bid	237110	Cleaning and Video Inspection of Existing Pipelines and Culverts	306-18.7	LF	2996	\$2.00	\$5,992.00
48	Main Bid	237110	Video Inspection of Pipelines and Culverts for Acceptance	306-18.7	LF	5164	\$1.00	\$5,164.00
49	Main Bid	237310	Removal and Replacement of Existing Paint Striping	314-4.3.7	LS	1	\$36,000.00	\$36,000.00
50	Main Bid	238990	Video Recording of Existing Conditions	400-1.1.1	LS	1	\$1,610.00	\$1,610.00

51	Main Bid	238910	Tree Removal and Disposal (Less Than 24-Inch Trunk Diameter)	401-7	EA	1	\$1,000.00	\$1,000.00
52	Main Bid	237110	Potholing Existing Utilities Not Shown on Plans (Depth Up to 7 Feet)	402-8	EA	30	\$200.00	\$6,000.00
53	Main Bid	237310	Cold Mill AC Pavement (> 1½ Inch - 3 Inch)	404-12	SF	7452	\$1.25	\$9,315.00
54	Main Bid	237110	Point Repair for Existing Sewer Main (8 Inch)	500-4.7	EA	15	\$5,000.00	\$75,000.00
55	Main Bid	237110	Point Repair for Existing Sewer Main (10 Inch)	500-4.7	EA	2	\$6,000.00	\$12,000.00
56	Main Bid	237110	Additional Point Repair for Existing Sewer Main (8 Inch) if Less than 8 Feet	500-4.7	LF	60	\$100.00	\$6,000.00

57	Main Bid	237110	Additional Point Repair for Existing Sewer Main (10 Inch) if Less than 8 Feet	500-4.7	LF	8	\$100.00	\$800.00
58	Main Bid	237110	Rehabilitate Sewer Main (8 Inch)	500-12	LF	2793	\$25.00	\$69,825.00
59	Main Bid	237110	Rehabilitate Sewer Main (10 Inch)	500-12	LF	203	\$33.00	\$6,699.00
60	Main Bid	237110	Service Lateral Connection	501-9	EA	63	\$1,000.00	\$63,000.00
61	Main Bid	237110	Rehabilitate Existing Manhole	502-8	EA	26	\$1,800.00	\$46,800.00
62	Main Bid	237110	Service Lateral Rehabilitation with Cleanout Up to 7 Feet in Depth	503-6	EA	61	\$1,700.00	\$103,700.00
63	Main Bid	541330	Traffic Control and Working Drawings	601-7	LS	1	\$35,000.00	\$35,000.00

64	Main Bid	541330	Traffic Control and Engineered Traffic Control Plans	601-7	LS	1	\$1,000.00	\$1,000.00
65	Main Bid	237110	Pavement Restoration for Final Connection	901-2.5	SF	1500	\$20.00	\$30,000.00
66	Main Bid	541330	WPCP Development	1001-4.2	LS	1	\$700.00	\$700.00
67	Main Bid	237310	WPCP Implementation	1001-4.2	LS	1	\$10,000.00	\$10,000.00
							Subtotal	\$2,817,550.30
68	Additive Alternate A	237310	Asphalt Concrete Overlay	302-5.9	TON	402	\$247.00	\$99,294.00
69	Additive Alternate A	237310	Cold Mill AC Pavement (> 1½ Inch - 3 Inch)	404-12	SF	33535	\$0.50	\$16,767.50
							Subtotal	\$116,061.50
70	Additive Alternate B	237310	Cut-in Tee by Contractor (8 Inch Through 12 Inch)	901-2.5	EA	3	\$10,000.00	\$30,000.00
71	Additive Alternate B	237310	Cut and Plug by Contractor	901-2.5	EA	12	\$6,500.00	\$78,000.00
							Subtotal	\$108,000.00

72	Additive Alternate C	237110	High-lining Installation by the Contractor	901-1.3	LF	4162	\$12.00	\$49,944.00
73	Additive Alternate C	237110	High-lining Removed by the Contractor	901-1.3	LF	4162	\$2.00	\$8,324.00
74	Additive Alternate C	237110	Furnished Materials for Contractor High-line Work	901-1.3	LF	4162	\$2.00	\$8,324.00
							Subtotal	\$66,592.00
75	Deductive Alternate D	237310	Cold Mill AC Pavement (> 1½ Inch - 3 Inch) ((Deductive) Enter Unit Price As Negative (-))	404-12	SF	9254	(\$1.05)	(\$9,716.70)
76	Deductive Alternate D	237310	Asphalt Concrete Overlay ((Deductive) Enter Unit Price As Negative (-))	302-5.9	TON	111	(\$235.00)	(\$26,085.00)
77	Deductive Alternate D	237310	Crack Seal ((Deductive) Enter Unit Price As Negative (-))	302-15.5	LB	671	(\$20.55)	(\$13,789.05)

78	Deductive Alternate D	237310	Rubber Polymer Modified Slurry (RPMS) Type I ((Deductive) Enter Unit Price As Negative (-))	302-4.12.4	SF	33535	(\$0.95)	(\$31,858.25)
79	Deductive Alternate D	237310	Rubber Polymer Modified Slurry (RPMS) Type II ((Deductive) Enter Unit Price As Negative (-))	302-4.12.4	SF	33535	(\$0.95)	(\$31,858.25)
							Subtotal	(\$113,307.25)
							Total	\$2,994,896.55

SUBCONTRACTOR LISTING

(OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor) - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).**

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

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