City of San Diego

CONTRACTOR'S NAME: Southwest Pipeline and Trenchless Corp.

ADDRESS: 22118 S. Vermont Avenue, Torrance, CA 90502

TELEPHONE NO.: 310-329-8717 ext. 103 FAX NO.:

CITY CONTACT: Rosa Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov

Phone No. (619) 533-3426

J. Gallardo / E. Dunn / B. Richardson

BIDDING DOCUMENTS





FOR

MIRA MESA IMPROV 1

BID NO.:	K-23-2156-DBB-3	
SAP NO. (WBS/IO/CC):	B-21043	
CLIENT DEPARTMENT:		
COUNCIL DISTRICT:		
PROJECT TYPE:	JA	·

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- ➤ PREVAILING WAGE RATES: STATE ☐ FEDERAL ☐
- APPRENTICESHIP

THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:

> PHASED-FUNDING

BID DUE DATE:

2:00 PM MARCH 8, 2023

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:

Jaime S. Laney	01/18/2023	Seal:
For City Engineer	Date	



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

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.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	Phased Funding Schedule Agreement (when required)	Within 10 working days of the Notice of Intent to Award	AWARDED BIDDER
10.	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
11.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER

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ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
13.	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 F WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for Mira Mesa Improv 1. 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 Pregualified 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 \$2,770,000.
- 4. BID DUE DATE AND TIME ARE: March 8, 2023 at 2:00 PM.
- 5. PREVAILING WAGE RATES APPLY TO THIS CONTRACT: Refer to Attachment D.
- 6. LICENSE REQUIREMENT: To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: A or C-34.
- 7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - The City has incorporated mandatory SLBE-ELBE subcontractor participation 7.1. 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:

	Total mandatory participation	15.3%
2.	ELBE participation	9.5%
1.	SLBE participation	5.8%

- 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), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the **Contract Specialist to all bidders.**

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 Alone.
- 8.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

9. **SUBMISSION OF QUESTIONS:**

9.1. The Director (or Designee) of the Purchasing & Contracting 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:

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: This contract may be subject to phased funding, for Conditions, see Attachment B.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. Joint Venture Bidders Cumulative Maximum Bidding Capacity: For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - **1.3.1.** Each of the entities of the Joint Venture must have been previously pregualified 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.™

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- 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 and 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, EOCP 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.** <u>Important Note</u>: 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 Purchasing & Contracting Department, Public Works Division 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/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
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

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files	2014	PWPI060121-10
NOTE: *Available online under Engineering Documents and Referent https://www.sandiego.gov/ecp/edocref/ *Electronic updates to the Standard Drawings may also be found in the li		

- 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 <u>form of an addendum</u>. 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.
- LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. subcontractors or suppliers to be used on alternate items, bidder shall use the provided "Subcontractors For Alternates" form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.
- 13. SUBMITTAL OF "OR EQUAL" ITEMS: See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

14. AWARD:

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
- **SUBCONTRACT LIMITATIONS**: The Bidder's attention is directed to Standard Specifications 15. 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 Purchasing & Contracting Department, Public Works Division.
- **17**. ONLY ONE BID PER CONTRACTOR SHALL BE ACCCEPTED: 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 subproposal 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.
- SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already 18. 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.

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- 19.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 1 working day 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 5PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to: Purchasing & Contracting Department, Public Works Division 1200 3rd Ave., Suite 200, MS 56P San Diego, California, 92101

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

AWARD OF CONTRACT OR REJECTION OF BIDS: 20.

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

21. **BID RESULTS:**

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.
- **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.
 - 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.
 - The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San 24.6. Diego Municipal Code (SDMC).
 - The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. **PRE-AWARD ACTIVITIES:**

- The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to 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.

Bond Number: 024267513 Premium: \$5,754.70

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Southwest Pipeline and Trenchless Corp.	а	corporation,	as	principal,	and
Liberty Mutual Insurance Company	а	corporation	autl	norized to	ob c
business in the State of California, as Surety, hereby obligate the	mse	elves, their suc	cess	ors and as	signs,
jointly and severally, to The City of San Diego a municipal corpor	atio	on in the sum	of <u>Or</u>	ne Million	<u>Eight</u>
Hundred Forty Four Thousand Three Hundred Twenty Dollar	rs a	nd Zero Cent	s (\$1	.844.320.0	<u>0)</u> for
the faithful performance of the annexed contract, and in the	sur	n of <u>One Mill</u>	lon	Elght Hur	idred
Forty Four Thousand Three Hundred Twenty Dollars and	Ze	ro Cents (\$1	844	320.00) fo	r the
benefit of laborers and materialmen designated below.					

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

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

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

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

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM
By: Stephen Samara Print Name: Stephen Samara Principal Contract Specialist Purchasing & Contracting Department	By: Print Name: Deputy City Attorney Deputy City Attorney
Date:5/16/2023	Date: 5/16/23
Southwest Pipeline and Trenchless Corp. By: Print Name: Justin Duchaineau-President Date:	By: Attorney-In-Fact Print Name: Noemi Quiroz, Attorney-in-Fact Date: March 22, 2023
Date.	790 The City Drive South Suite 200 Orange, CA 92868 Local Address of Surety (71) 634-5720 Local Phone Number of Surety \$5,754.70 Premium 024267513
	Bond Number

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California) County of Los Angeles)	
On 3-2F-23 before me, Robert Bolg	er, Notary Public
Date	Here Insert Name and Title of the Officer
personally appearedJust	tin Duchaineau, President
•	Name(s) of Signer(s)
who proved to me on the basis of satisfactory e subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his/or the entity upon behalf of which the person(s) acted	dged to me that he/she/they executed the same in her/their signature(s) on the instrument the person(s),
ROBERT BOLGER Notary Public - Carifornia	certify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct.
Commission 4 2577300	ITNESS my hand and official seal.
My Comm. Expires Mar 30, 2026	ignature Signature of Notary Public
_	Signature of Notary Public
Place Notary Seal Above	ONAL
Though this section is optional, completing this in	oformation can deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	Cianada Nama
Signer's Name:	Signer's Name: Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual☐ Attorney in Fact☐ Guardian or Conservator
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator ☐ Other:
Signer Is Representing:	Signer Is Representing:

CALIFORNIA ALL-PURPOSE 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)			
) ss			
County of Los Angeles)			
On 3-22-23, beform Noemi Quiroz, who properson(s) whose name(s) is/arcthat he/she/they executed the his/her/their signature(s) on the person(s) acted, executed the his/her/their signature(s) on the person(s) acted, executed the his/her/their signature(s) on the person(s) acted, executed the his/her/their signature(s) on the his/her/their signat	roved to me on e subscribed to t ne same in his/ h he instrument the	the basis of sat he within instrum er /their authoriz	isfactory evidence t nent and acknowledg ed capacity (ies) , and	to be the ged to me d that by
I certify under PENALTY OF PERparagraph is true and correct.	RJURY under the l	laws of the State o	of California that the	foregoing
WITNESS my hand and official	seal.			
	Control of the Contro	Central Control Contro		

Signature:

Lisa L. Thornton, Notary Public

(Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymuriual.com.



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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohlo Casually Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Libe
Mutual Insurance Company is a corporation duly progrized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under
the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Noemi Quiroz of the city of Los Angeles, state of CA, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following
of the city of Los Angeles state of CA its true and lawful attorney-in-fact, with full power and authority nereby contened to sign, execute and acknowledge the following surely bond:

Mutual Insurance Company is a corporation	duly organized under the laws of the State of Massachu ctively called the "Companies"), pursuant to and by author CAits true and lawful attorney-in-fact, with full (setts, and West America offity herein set forth, does	s hereby name, cons	titute and appoint.Noe	mi Quiroz
Principal Name: Southwe	est Pipeline and Trenchless Corp.				
Obligee Name: The City	of San Diego			According to the property of the second seco	
Surety Bond Number:	024267513		Bond Amount:	See Bond For	m
IN WITNESS WHEREOF, this Power of Atternet this 12th day of March, 2021. 1912 1912 1919	ALE SELECTION OF THE SE	The C Liber West By:		urance Company ce Company nce Company	ave been affixed
STATE OF PENNSYLVANIA SS COUNTY OF MONTGOMERY					
Ohio Casualty Company, and West America by signing on behalf of the corporations by I		ionzed so 10 do, execute	the toregoing instru	ment for the purposes t	e Company, The herein contained
IN WITNESS WHEREOF, I have hereunto	subscribed my name and affixed my notarial seal at Kino	of Prussia. Pennsvivania	ı. on the dav and vea	r first above written.	
OF This Power of Attorney is made and executing	Commonwealth of Pennsylvania - Notary Sa Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries ed pursuant to and by authority of the following By-laws a company which resolutions are now in full force and effec	By:	esa Pastella, No		asualty insurance
ARTICLE IV - OFFICERS - Section 12. P subject to such limitation as the Chairman of seal, acknowledge and deliver as surely ar respective powers of attorney, shall have f When so executed, such instruments shall in-fact under the provisions of this article m	Power of Attomey. Any officer or other official of the Corpor the President may prescribe, shall appoint such attorn ny and all undertakings, bonds, recognizances and othe full power to bind the Corporation by their signature and be as binding as if signed by the President and attested ay be revoked at any time by the Board, the Chairman, the	poration authorized for the eys-in-fact, as may be no r surety obligations. Sur- execution of any such in to by the Secretary. Any ne President or by the of	ecessary to act in bei th attorneys-in-fact, s nstruments and to at power or authority g ficer or officers grant	hair of the Corporation to subject to the limitations tach thereto the seal of ranted to any represening such power or author	o make, execute, s set forth in their f the Corporation. tative or attorney- ority.
and subject to such limitations as the chairm seal, acknowledge and deliver as surety a respective powers of attorney, shall have to	ECTION 5. Surety Bonds and Undertakings. Any officer of the president may prescribe, shall appoint such attemption and all undertakings, bonds, recognizances and other unlinear to bind the Company by their signature and explaiding as if signed by the resident and attested by the second	omeys-in-fact, as may be er surety obligations. Su ecution of any such instru	e necessary to act in l ch attomevs-in-fact s	behalf of the Company is subject to the limitation	to make, execute, s set forth in their
Certificate of Designation - The Presider fact as may be necessary to act on behalf obligations.	nt of the Company, acting pursuant to the Bylaws of the C of the Company to make, execute, seal, acknowledge a	Company, authorizes Dav and deliver as surety any	id M. Carey, Assista and all undertakings	nt Secretary to appoint , bonds, recognizances	such attomeys-in- and other surety
Company, wherever appearing upon a cer the same force and effect as though manu		any in connection with su	rety bonds, shall be t	alid and binding upon t	ne Company will
I, Renee C. Liewellyn, the undersigned, do hereby certify that this power of attorner	, Assistant Secretary, of Liberty Mutual Insurance Compa y executed by said Companies is in full force and effect a	any, The Ohio Casualty I and has not been revoked	nsurance Company, i.	and West American Ins	surance Company
	nto set my hand and affixed the seals of said Companies		March	2023	
- week	NSURANCE SURANCE SOURCES	Rus	Ken	/ Duen	ong.

Renee C. Llewellyn, Assistant Secretary

ATTACHMENTS

Mira Mesa Improv 1 Bid No.: K-23-2156-DBB-3 20 | Page

ATTACHMENT A

SCOPE OF WORK

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SCOPE OF WORK

- 1. **SCOPE OF WORK:** The project would rehabilitate approximately 8,424 linear feet (LF) (1.60 miles) of existing 8-inch diameter sewer mains with trenchless technology and replace-inplace approximately 210 LF (0.04 miles) of existing 8-inch diameter sewer main via open trench construction methods. Excavation for sewer main and manhole replacement would occur at the same depth as existing utilities. The project would also rehabilitate and reconnect existing sewer laterals and cleanouts at property line, install point repairs, rehabilitate existing manholes, repair existing sewer manholes, replace-in-place one sewer manhole, and construct new sewer main cleanouts. Sewer main replacement will require removal of one tree within a city easement. Excavation for utility replacement within the City's paved right-ofway will occur within previously disturbed right-of-way. Excavation within easements will occur within previously disturbed soil.
 - 1.1. The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids and Appendix G Plan Sheets Package, inclusive.
- 2. **LOCATION OF WORK:** The location of the Work is as follows:

See Appendix E - Location Map

3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **145 Working Days**.

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ATTACHMENT B

PHASED FUNDING PROVISIONS

Mira Mesa Improv 1 Bid No.: K-23-2156-DBB-3 23 | Page

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.

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Bid No.: K-23-2156-DBB-3

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-23-2156-DBB-3

CONTRACT OR TASK TITLE: Mira Mesa Improv 1

CONTRACTOR: Southwest Pipeline and Trenchless Corp.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to- Exceed Amount
1	The project would rehabilitate approximately 8,424 linear feet (LF) (1.60 miles) of existing 8-inch diameter sewer mains with trenchless technology and replace-in-place approximately 210 LF (0.04 miles) of existing 8-inch diameter sewer main via open trench construction methods, curb ramps, resurfacing and all other work and appurtenances. (See Appendix G of SSP for Plan Sheets Package).	NTP	NOC	\$1,844,320.00
2	N/A			\$
3	N/A			\$
	\$1,844,320.00			

Notes:

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

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CITY OF SAN DIEGO

PRINT NAME: Nabil Batta
Construction Senior Engineer

Signature: Title: PROJECT MANAGER

Date: 3/22/2023

PRINT NAME: Jaime Ramos
Design Senior Engineer

Signature: Jaime & Long
Date: 03/22/2023

CONTRACTOR

ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

Mira Mesa Improv 1 Bid No.: K-23-2156-DBB-3 27 | Page

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

INTRODUCTION. A.

- 1. This document sets forth the following specifications:
 - a) The City's general EOCP requirements for all Construction Contracts.
 - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
- 2. Additional requirements may apply for state or federally funded projects.
- 3. These requirements shall be included as Contract provisions for all Subcontracts.
- 4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: http://www.sandiego.gov/eoc/forms/index.shtml

В. **GENERAL.**

- The City of San Diego promotes equal employment and subcontracting 1. opportunities.
- 2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
- 3. The City encourages all companies seeking to do business with the City to share this commitment.

C. **DEFINITIONS.**

- For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" 1. and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
- 2. The following definitions apply:
 - a) Emerging Business Enterprise (EBE) - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.
 - b) Emerging Local Business Enterprise (ELBE) - A Local Business Enterprise that is also an Emerging Business Enterprise.

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- c) Minority Business Enterprise (MBE) - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fiftyone percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) Women Business Enterprise (WBE) - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) Disadvantaged Business Enterprise (DBE) - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) Disabled Veteran Business Enterprise (DVBE) - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) Other Business Enterprise (OBE) - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) Small Business Enterprise (SBE) - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

i) Small Local Business Enterprise (SLBE) - A Local Business Enterprise that is also a Small Business Enterprise.

CITY'S EQUAL OPPORTUNITY COMMITMENT. D.

Nondiscrimination in Contracting Ordinance.

a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- b) Disclosure of Discrimination Complaints. As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- 2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
- 3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
 - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
 - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
 - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.

- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- You shall disseminate your EEO Policy externally through various g) media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- You shall provide immediate written notification to the City when any i) union referral process has impeded your efforts to maintain your EEO Policy.
- You shall maintain a current list of recruitment sources, including j) those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including pe/ople of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- You shall maintain all employment selection process information with m) records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- You shall conduct, at least annually, an inventory and evaluation of all O) employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or singleuser toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer

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- subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.
- 2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
- 3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - "Field Orders" and "City Contingency" Bid items. a)
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
- Allowance Bid items designated as "EOC Type I" will be considered as part of 4. the Base Bid and will be included in the percentage calculation.
- 5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

- 1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
- 2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
- 3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
- 4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
- For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task 5. Order.

Н. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

- 1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
- 2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

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- 3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
- 4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
- 5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
- 6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
- 7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - When the listed Subcontractor fails or refuses to meet bond iv. requirements as set forth in Public Contract Code §4108.
 - When you demonstrate to the City or it's duly authorized ٧. officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - When the listed Subcontractor is not licensed pursuant to vi. Contractor License Law.

- vii. When the City, or it's duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
- viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
- When the City or its duly authorized agent determines that the ix. listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or it's duly authorized officer.
- Other than in the performance of "Change Orders" causing changes or c) deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
- 8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or

Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

- 1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
- 2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
- 3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
- 4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

K. CERTIFICATION.

- The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any 1. of the following certifying agencies:
 - Current certification by the State of California Department of a) Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - Current MBE, WBE, or DVBE certification from the California Public b) Utilities Commission.
 - DVBE certification is received from the State of California's Department c) of General Services, Office of Small and Minority Business.
 - d) Current certification by the City of Los Angles as DBE, WBE, or MBE.
 - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

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L. CONTRACT RECORDS AND REPORTS.

- 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 delinguent 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.

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EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S **GENERAL EOCP REQUIREMENTS.**

GENERAL. A.

- 1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
- 2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
- 3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
- 4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
- 5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:
 - https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf
- 6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
 - http://www.sandiego.gov/eoc/programs/slbe.shtml
- 7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

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В. **DEFINITIONS.**

- 1. The following definitions shall be used in conjunction with these specifications:
 - a) **Bid Discount** - Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
 - b) Commercially Useful Function - An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- Good Faith Efforts (GFE) Documentation of the Bidder's intent to c) comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.
- Independently Owned, Managed, and Operated Ownership of a d) SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- Joint Venture An association of two or more persons or business e) entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their

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- capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.
- f) Local Business Enterprise ("LBE") - A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- Minor Construction Program A program developed for bidding g) exclusively among SLBE-ELBE Construction firms.
- h) Principal Place of Business - A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City's Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- Significant Employee Presence No less than 25% of a firm's total j) number of employees are domiciled in San Diego County.

C. SUBCONTRACTOR PARTICIPATION.

- For the purpose of satisfying subcontracting participation requirements, only 1. 1st tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 - Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

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- ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.
- iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
 - The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
 - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

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- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The SLBE-ELBE may lease trucks from another SLBE-ELBE firm iv. including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE ٧. firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

- 1. Contracts valued at \$1,000,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - An SLBE-ELBE Bidder may count its own participation toward achieving c) the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
- 2. Contracts Valued over \$500,000 and under \$1,000,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - 5% bid discount for SLBE-ELBE firms. a)
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.

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- c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
- e) In the event of a tie bid between a discounted Bid and a nondiscounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$250,000 up to \$500,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
- 4. Contracts valued at \$250.000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. **JOINT VENTURES.**

- 1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
- 2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
- Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture 3. Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
 - a) Detailed explanation of the financial contribution for each partner.
 - b) List of personnel and equipment used by each partner.
 - c) Detailed breakdown of the responsibilities of each partner.
 - d) Explanation of how the profits and losses will be distributed.
 - Description of the bonding capacity of each partner. e)
 - Management or incentive fees available for any one of the partners (if f) any).

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- 4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
- 5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
- 6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
- 7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
 - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
 - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
 - The SLBE or ELBE partner shall use its own employees and equipment c) to perform its portion of the Work.
 - The Joint Venture as a whole shall perform Bid items that equal or d) exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

F. MAINTAINING PARTICIPATION LEVELS.

- Credit and preference points are earned based on the level of participation 1. proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
- 2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
- 3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
- 4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the

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City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

SUBCONTRACTING EFFORTS REVIEW AND EVALUATION. G.

- Documentation of your subcontracting efforts will be reviewed by EOCP to 1. verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.
- The GFEs are required methods to ensure that all ELBE and SLBE firms have 2. had the opportunity to compete for the City's Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
 - Consider in the contracting process whether firms competing for large c) Contracts could subcontract with SLBE-ELBE firms.
 - Encourage contracting with a consortium of ELBE-SLBE firms when a d) Contract is too large for one of these firms to handle individually.
 - Use the services and assistance of the City's EOC Office and the SLBEe) ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

Н. GOOD FAITH EFFORT DOCUMENTATION.

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL." The instructions for completing the good faith effort submittal can be found on the City's website:

https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf

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I. SUBCONTRACTOR SUBSTITUTION.

Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seg. (Nondiscrimination in Contracting).

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:

http://www.sandiego.gov/eoc/programs/slbe.shtml

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ATTACHMENT D

PREVAILING WAGE

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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.

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- 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 sections1810 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 selfinsurance 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

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SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1. The 2021 Edition of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The 2021 Edition of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - General Provisions (A) for all Construction Contracts. a)

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", item 55, "Normal Working Hours", ADD the following:

Normal Working Hours: 7:00 AM to 5:00 PM.

Normal Working Hours - Normal Working Hour core periods shall be 7:00 AM - 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Normal Working Hours on Roadways are defined as 8:30 AM - 3:30 PM. Task Order Normal Working hours shall be defined in the Task or the Traffic Control Permits.

SECTION 3 - CONTROL OF THE WORK

- 3-2 SELF-PERFORMANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - You shall perform, with your own organization, Contract Work amounting to at 1. least 50% of the Base Bid.
- 3-8.4 **Supporting Information.** To the "WHITEBOOK", ADD the following:
 - 4. You shall collect and submit rehabilitation data spreadsheets along with monthly invoices for the following rehabilitation Work (see Appendix F -Rehabilitation Data Collection - Sample Sewer Mains, Laterals and **Manholes Data Templates**).
 - a) Laterals
 - b) **Sewer Mains**
 - Manholes c)

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Bid No.: K-23-2156-DBB-3

3-10 SURVEYING. To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-10 **SURVEYING (DESIGN-BID-BUILD).**

3-10.1 General.

- 1. You shall provide all required site layout and general grade checking work not specified in 3-10.2, "Survey Services Provided by City".
- Notify the City, in writing, at least 2 Working Days prior to requesting survey 2. services provided by the City.

3-10.2 **Survey Services Provided by City.**

- Unless otherwise noted, monument perpetuation, including mark-outs, will be 1. performed by the City. Coordination of these services will be your duty, through the Resident Engineer. If, at any time, an existing survey monument is, or will be, destroyed or disturbed during the course of construction you shall notify the Resident Engineer so that the monument is preserved or perpetuated in accordance with state law.
- 2. The following surveying services, as defined in Cal. Bus. & Prof. Code §8726, shall be provided by the City:
 - a) Locating or establishing a minimum of 4 project geodetic survey control points that provide horizontal and vertical reference values for site feature and structure layout reference locations.
 - b) Locating, establishing, or reestablishing project site boundary lines, survey monuments, right-of-way lines, or easement lines.
 - c) Locating or establishing building design structure locations (building corners or envelope limits) sufficient for structure construction.

3-10.3 Payment.

The payment for site layout and general grade checking Work, coordination, and preservation of all survey related marks shall be included in the Contract Price.

SECTION 4 - CONTROL OF MATERIALS

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

You shall submit your list of proposed substitutions for an "equal" item no less 11. than 15 Working Days prior to Bid due date and on the City's Product Submittal Form available at:

https://www.sandiego.gov/ecp/edocref/

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

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

INSURANCE. 5-4

1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

5-4.1 **Policies and Procedures.**

- 1. You shall procure the insurance described below, at your 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 as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
- 4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- 5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
- 6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and 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 **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:

General Annual Aggregate Limit	Limits of Liability
Other than Products/Completed Operations	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

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").
- All costs of defense shall be outside the limits of the policy. 2.

5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.

- 1. In accordance with the provisions of California Labor Code section 3700, 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 this requirement.
- 2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- 3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for

workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

5-4.2.4 **Contractors Pollution Liability Insurance.**

- 1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
- 2. All costs of defense shall be outside the limits of the policy.
- 3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
- 4. 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 unless the City has provided prior, written approval.
- 5. Occurrence based policies shall be procured before the Work commences. 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.
- 5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract 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 of California, 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 of California 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 in this Contract.

5-4.4 Evidence of Insurance. You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

- 5-4.5 Policy Endorsements.
- 5-4.5.1 Commercial General Liability Insurance.
- **Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - i. Ongoing operations performed by you or on your behalf,
 - ii. your products,
 - iii. your work, e.g., your completed operations performed by you or on your behalf, or
 - iv. 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 Workers' Compensation Insurance and Employers Liability Insurance.
- **5-4.5.2.1 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.
- 5-4.5.3 Contractors Pollution Liability Insurance Endorsements.
- **Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional 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,
- your work, e.g., your completed operations performed by you or on your c. behalf, or
- d. premises owned, leased, controlled, or used by you.
- 5-4.5.3.2 **Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- 5-4.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 5-4.6 Deductibles and Self-Insured Retentions. You shall disclose deductibles and selfinsured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- 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, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.
- 5-4.9 **Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

- 6-1.1 **Construction Schedule.** To the "WHITEBOOK", ADD the following:
 - 3. Refer to the Sample City Invoice materials in Appendix D - Sample City **Invoice with Cash Flow Forecast** and use the format shown.

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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 105 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.

ADD:

6-6.1.1 **Environmental Document.**

- 1. The City of San Diego has prepared a Notice of Exemption for Mira Mesa **Improv 1**, WBS No. **B-21043**, 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

- 7-3.11 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 209 - PRESSURE PIPE

209-7.2 **Requirements.** To the "GREENBOOK", DELETE the following:

Table 209-7.2, DELETE "or Polywrap" from "Type" Column.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5.10.2 **General.** To the "WHITEBOOK", ADD the following:

6. Bid Items "additional sidewalk" and "additional curb" are not to be used for the final sidewalk and curb restoration from sewer laterals improvements and/or water services/ hydrants improvements. Final restorations for impacted sidewalk panels and curb are to be included as part of the pipeline improvements items.

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SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

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

SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

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APPENDIX A

NOTICE OF EXEMPTION

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NOTICE OF EXEMPTION

(Check one or both)			
	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 Engineering & Capital Projects 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:	: Mira Mesa Improv 1		WBS No.: B-21043.02.06
Esmond Court, Montongo Stre Reagan Road, T	Fenwick Road, Foxwood Road, Glenda et, New Salem Circle, New Salem Cour	Court, G t, New Sa all Road a	Road, Bangalore Lane, Deering Street, Elston Place, ilenda Way, Goleta Road, Martinique Way, alem Street, New Salem Terrace, New Salem Point, nd within existing city easements. All work will I District 6).
Project Locati	on-City/County: San Diego/San Diego)	
feet (LF) (1.60 n approximately Excavation for a project would a repairs, rehabil construct new a easement. Exca	niles) of existing 8-inch diameter sewe 210 LF (0.04 miles) of existing 8-inch desewer main and manhole replacementalso rehabilitate and reconnect existing litate existing manholes, repair existing sewer main cleanouts. Sewer main rep	r mains v iameter s t would o g sewer la g sewer r blacemen he City's	ect would rehabilitate approximately 8,424 linear with trenchless technology and replace-in-place sewer main via open trench construction methods. In cour at the same depth as existing utilities. The externals and cleanouts at property line, install point manholes, replace-in-place one sewer manhole, and to will require removal of one tree within a city poaved right-of-way will occur within previously or within previously disturbed soil.
Name of Publi	c Agency Approving Project: City of	San Dieg	0
	on or Agency Carrying Out Project:	Enginee Contact Email/P	San Diego ering and Capital Projects Department : Gretchen Eichar, Senior Planner hone No.: GEichar@sandiego.gov / (619) 533-4110 treet, Suite 750 (MS 908A), San Diego, CA 92101
Exempt Status: () Ministe	rial (Sec. 21080(b)(1); 15268);		
	ed Emergency (Sec. 21080(b)(3): 15269('a)):	

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(b) and (d) [Existing Facilities], which allows for the operation, repair, maintenance, or minor alteration of existing public or private structures, facilities and mechanical equipment, involving negligible or no expansion of existing or

(X) Categorical Exemption: Section 15301 (b) and (d) [Existing Facilities] and 15302 (c) [Replacement or

() Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))

Reconstruction]
Statutory Exemptions:

Mira Mesa Improv 1 64 | Page Bid No.: K-23-2156-DBB-3

former use, including sewer main rehabilitation, sewer lateral rehabilitation, point repairs, manhole rehabilitation, manhole repairs, and associated appurtenances; 15302 (c) [Replacement or Reconstruction], which allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including sewer main replacement, manhole replacement, and sewer main cleanouts; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Gretchen Eichar	Telephone: (619) 533-4110		
If filed by applicant:			
 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 de	termined the above activity to be exempt from CEQA		
Carrie Purcell	8/24/22		
Carrie Purcell, Assistant Deputy Director	Date		
Check One:			
(X) Signed By Lead Agency	Date Received for Filing with County Clerk or OPR:		
() Signed by Applicant	,		

APPENDIX B

FIRE HYDRANT METER PROGRAM

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CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 10F 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	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
- 24 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**

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

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

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

4. **POLICY**

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

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- 2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
- 3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
- All meters shall be read by the Water Department, Meter 4. Section (see Section 4.7).
- All meters shall be relocated by the Water Department, 5. Meter Section (see Section 4.7).
- These meters shall be tested on the anniversary of the 6. 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.
- The customer must provide current test and calibration 9. results to the Water Department, Meter Shop after any repairs.
- 10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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- 11 When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any reinstallation.
- 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
- The outlet shall have a 2 ½ "National Standards Tested 13. (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

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

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

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meter shall be installed within 48 hours (by the second business 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**

- The customer shall call the Fire Hydrant Meter Hotline (herein a. 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.
- Fire hydrant meters shall be read on a monthly basis. While fire c. 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. extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

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for removal of the meter.

- Meter Section staff will remove the meter and backflow prevention c. 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.
- Outstanding balances due may be deducted from deposits and any e. balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. **EXCEPTIONS**

Any request for exceptions to this policy shall be presented, in writing, to 5.1 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. mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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7. FEE AND DEPOSIT SCHEDULES

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

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

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

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

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

Water Department Director

Tabs: 1. Fire Hydrant Meter Application

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire (EXHIBIT A) **Hydrant Meter**

(For Office Use Only)

NS REQ	FAC#	
DATE	BY	

METER SHOP (619) 527-7449

Meter Information	01101 (013) 327		Application	Date	Reque	sted Instal	l Date:
Fire Hydrant Location: (Attach Detailed Map//Thoma	s Bros. Map Location	or Constru	uction drawir Zip:	ng.)	<u>T.B.</u>	mm averipals are	G.B. (CITY USE)
Specific Use of Water:							
Any Return to Sewer or Storm Drain, If so , explain:						***************************************	
Estimated Duration of Meter Use:					Check I	Box if Recla	aimed Water
Company Information							
Company Name:							
Mailing Address:					¥ # ***********************************		
City:	State:	Zip	o:	Pł	one: ()	1
*Business license#		*Contr	actor lice	nse#			
A Copy of the Contractor's license OR Bu	siness License i	s require	ed at the t	ime of me	ter issua	nce.	
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)				Ph	one: ()	
Site Contact Name and Title:				Ph	one: ()	
Responsible Party Name:				Tit	:le:		,
Cal ID#		·,·		Ph	one: (.)	
Signature:	å.	Dat	.e:				v.
Guarantees Payment of all Charges Resulting from the use of	this Meter. <u>Insures th</u>	at employee	s of this Organ	ization underst	and the prop	er use of Fir	<u>e Hydrant Meter</u>
		5 .					The state of the s
Fire Hydrant Meter Removal F	Request		Reques	ted Remova	al Date:		
Provide Current Meter Location if Different from Abov	e:						
Signature:		Т	itle:		***************************************	Date:	
Phone: ()		Pager:	()				9 AT 9
	8		n				
City Meter Private Mete	r					Market in the second construction and had	
		_	¢ 026	00		ć ca (20

	City Meter	Private Meter		
Cont	ract Acct #:		Deposit Amount: \$936.00	Fees Amount: \$ 62.00
Mete	er Serial #		Meter Size: 05	Meter Make and Style: 6-7
Back	flow#		Backflow Size:	Backflow Make and Style:
Nam	e:		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.

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Date	
Name of Responsible Party Company Name and Address Account Number:	
Subject: Discontinuation of Fire Hyd	rant Meter Service
Dear Water Department Customer:	
ends in 60 days and will be removed on or a additional 90 days must be submitted in write	eter #, located at (Meter Location Address) fter (Date Authorization Expires). Extension requests for an ing for consideration 30 days prior to the discontinuation stact the Water Department, or mail your request for an
	y of San Diego ter Department
	ention: Meter Services
	7 Caminito Chollas Diego, CA 92105-5097
Should you have any questions regarding th	s matter, please call the Fire Hydrant Hotline at (619)
Sincerely,	
Water Department	

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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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
- Treated timber and lumber 14.
- 15. Lumber and timber
- 16. Aluminum pipe and aluminum pipe arch
- 17. Corrugated steel pipe and corrugated steel pipe arch
- Structural metal plate pipe arches and pipe arches 18.
- 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

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City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#: Contractor's Name: Contractor's Address:

Contractor's Phone #:

Contractor's fax #: Contact Name:

Invoice No. Invoice Date:

Billing Period: (To)

em #	Item Description		Contract A	uthoriza		Previous Totals To Date This Estimate			nate	Totals to Date			
	·	Unit	Price	Qty	Extension	%/QTY		nount	% / QTY		nount	% / QTY	Amount
1					\$ -		\$	-		\$	-	0.00	\$
2					\$ -		\$			\$	-	0.00%	\$
3					\$ -		\$	-		\$	-	0.00%	\$
4					\$ -		\$	-		\$	-	0.00%	\$
5					\$ -		\$	-		\$	-	0.00%	\$
6					\$ -		\$	-		\$	-	0.00%	\$
7					\$ - ,		\$	-		\$	-	0.00%	\$
8					\$ -//		\$	-		\$	-	0.00%	\$
5					\$ -/		\$	-		\$	-	0.00%	\$
6					\$ 		\$	-		\$	-	0.00%	\$
7					\$ -		\$	-		\$	-	0.00%	\$
8					\$		\$	-		\$	-	0.00%	\$
9					\$ -	_	\$	-		\$	-	0.00%	\$
10					\$ -/		\$	-		\$	-	0.00%	\$
11					\$		\$	-		\$	-	0.00%	\$
12					\$ 		\$	-		\$	-	0.00%	\$
13					\$ -		\$	-		\$	-	0.00%	\$
14				_	\$ -		\$	-		\$	-	0.00%	\$
15					\$ -		\$	-		\$	-	0.00%	\$
16					\$ -		\$	-		\$	-	0.00%	\$
17 Field	Orders				\$ -		\$	-		\$	-	0.00%	\$
					\$ _		\$	-		\$	-	0.00%	\$
CHAI	NGE ORDER No.			V	\$ -		\$	-		\$	-	0.00%	\$
				_	\$ -		\$	-		\$	_	0.00%	\$
	Total Authorized	Amount (including	g approved Change	Order)	\$ _		\$	-		\$	_	Total Billed	

A. Original Contract Amount	\$ V	-	I certify that the materials	
B. Approved Change Order #00 Thru #00	\$	-	have been received by me in	Total I
C. Total Authorized Amount (A+B)	\$	-	the quality and quantity specified	Prev
D. Total Billed to Date	\$	-		Add'l
E. Less Total Retention (5% of D)	\$	-	Resident Engineer	Amt to
F. Less Total Previous Payments	\$	-		
G. Payment Due Less Retention		\$0.00	Construction Engineer	
H. Remaining Authorized Amount		\$0.00		Contra

Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	

contractor Signature and Date:	
ontractor Signature and Date.	

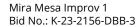
NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

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												



APPENDIX E

LOCATION MAP

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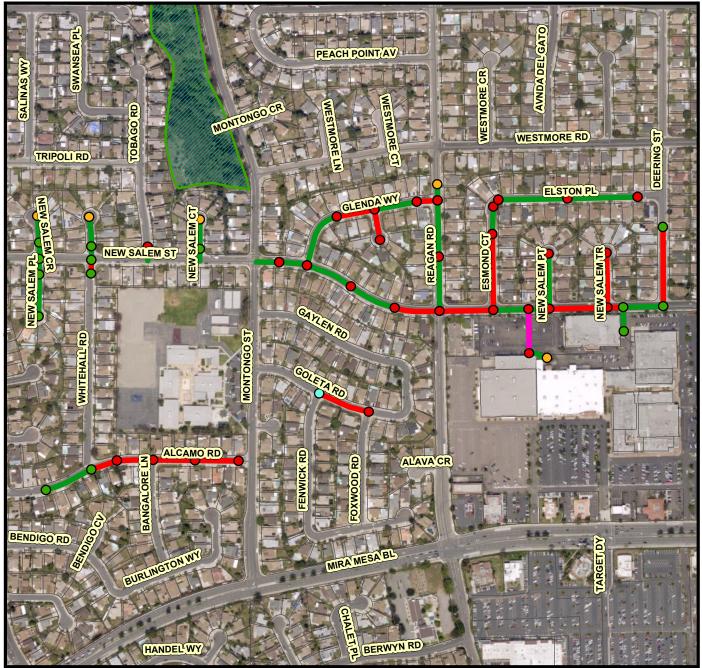


MIRA MESA IMPROV 1 (S)

SENIOR ENGINEER JAIME RAMOS (619) 533-5103 PROJECT MANAGER JERICHO GALLARDO (619) 533-7523 PROJECT ENGINEER SCOTT SANFILIPPO (619) 533-7497 FOR QUESTIONS ABOUT THIS PROJECT

Call: 619-533-4207

Email: engineering@sandiego.gov



Legend

- New Cleanout
- Manhole Rehab
- Sewer Main Pt Repair

Manhole Replacement

COMMUNITY NAME: Mira Mesa

Sewer Main Replacement

COUNCIL DISTRICT: 6

MHPA



Sewer Main Rehab

SanGIS

APPENDIX F

REHABILITATION DATA COLLECTION - SAMPLE SEWER MAINS, LATERALS AND MANHOLES DATA TEMPLATES

REHAB DATA COLLECTION - SEWER MAINS

FSN	REHAB DATE	LENGTH	INSIDE DIAM	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC	REHAB MATERIAL VENDOR	COMMENTS	ACCEPTANCE DATE
65112	8/22/2006	312	8	7	PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/2006
00111	3, ==, ====					5 <u>12 </u>				3/ ==/ ==0
								+		
			1					+		
			 					+		
			1					+		
								+		
			İ							
			1				<u> </u>	+		
			 							
			 					+		
			1					+		
			ļ					+		
			ļ							
			İ							
			<u> </u>	<u> </u>	1	<u> </u>	<u> </u>	1	1	<u> </u>

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REHAB DATA COLLECTION - LATERALS

	F.C.		TOPHAT INSTALLED SIZE	FUNCTIONAL DIAM						ACCEPTANCE DATE
	FSN 5033085	8/22/2006	Y SIZE	6	PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/2006
				-						
	<u> </u>									
						1	1	1		

REHAB DATA COLLECTION - MANHOLES

MH FSN	REHAB DATE	LINING TYPE	LINING MATERIAL VENDOR	LINING SYSTEM	REHAB CONTRACTOR	RIM ELEVATION	INVERT ELEVATION	ACTUAL DEPTH (VF)	COMMENTS	ACCEPTANCE DATE
					ZEBRON					
70536	3/28/2007	POLYURETHANE	ZEBRON	ZEBRON 386	CORPORATION	49.8	41.95	7	Leave this row as a sample.	3/28/2007

APPENDIX G

PLAN SHEETS PACKAGE

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I. TABLE OF CONTENTS

	TABLE OF CONTENTS						
SECTION	DESCRIPTION						
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III	KEY MAP						
IV	VICINITY MAP						
V	MIRA MESA IMPROV 1 SEWER REHABILITATION						
VI	MIRA MESA IMPROV 1 SEWER REPLACEMENT						
VII	MIRA MESA IMPROV 1 MONUMENT SHEET						
VIII	MIRA MESA IMPROV 1 CURB RAMP LOCATION						
IX	ADJACENT PROJECTS						
Х	FSN SPREADSHEETS						
XI	AS-BUILT RECORD DRAWINGS						

II. CONTRACTOR'S RESPONSIBILITIES

Mira Mesa Improv 1 94 | Page Bid No.: K-23-2156-DBB-3

CONTRACTOR'S RESPONSIBILITIES

- 1. PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- 2. NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (69 KV & HIGHER)
- 3. ALL SEWER LATERALS LOCATIONS AS SHOWN ON THE MAPS ARE APPROXIMATE ONLY. LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS.
- 4. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- 6. UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 402-UTILITIES.
- 7. FXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR ANY EARTHWORK, DEMOLITION OR SURFACE IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILLED WITH THE COUNTY SURVEYOR. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.
- 9. CONSTRUCTION STORM WATER PROTECTION NOTES
 - a. TOTAL SITE DISTURBANCE AREA 0.03 (ACRES)

	HYDROLOGIC UNIT/WATERSHED - <u>Penasquitos HU/Los Penasquitos Watershed</u> HYDROLOGIC SUBAREA NAME & NO <u>Miramar Reservoir HSA - 906.10</u> THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE						
	□ MWPCP						
	⊠ WPCP						
	THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100						
	□ SWPPP						
	THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ						
	TRADITIONAL: RISK LEVEL 1 \square 2 \square 3 \square						
	LUP: RISK TYPE 1 🗆 2 🗆 3 🗆						
e.	CONSTUCTION SITE PRIORITY						
	\square ASBS \square HIGH \square MEDIUM \boxtimes LOW						
f.	PERMANENT STORM WATER BMP CATEGORY:						
	☐ PRIORITY DEVELOPMENT PROJECT						
	☐ STANDARD DEVELOPMENT PROJECT						
	□ PDP EXEMPT						
	☑ NOT SUBJECT TO PERMANENT STORM WATER REQUIREMENTS						

REFERENCES						
IMPROVEMENTS	REFERENCE					
TRENCH RESURFACING	SDG-107, SDG-108					
SEWER MAIN	SDS-101, SDS-110 (TYPE C)					
REHAB. EX. SEWER MANHOLE	SEE SPECS					
SEWER MAIN REHAB.	SEE SPECS					
REHAB. SEWER LATERAL (LINED) WITH						
C.O.	SEE SPECS					
SEWER MANHOLE / PVC LINED	SDS-106, SDS-107, SDS-108, SDM-113, SDS-120, M-3, SM-07					
SURVEY MONUMENT	M-10A, M-10B, M-10C					

III. KEY MAP



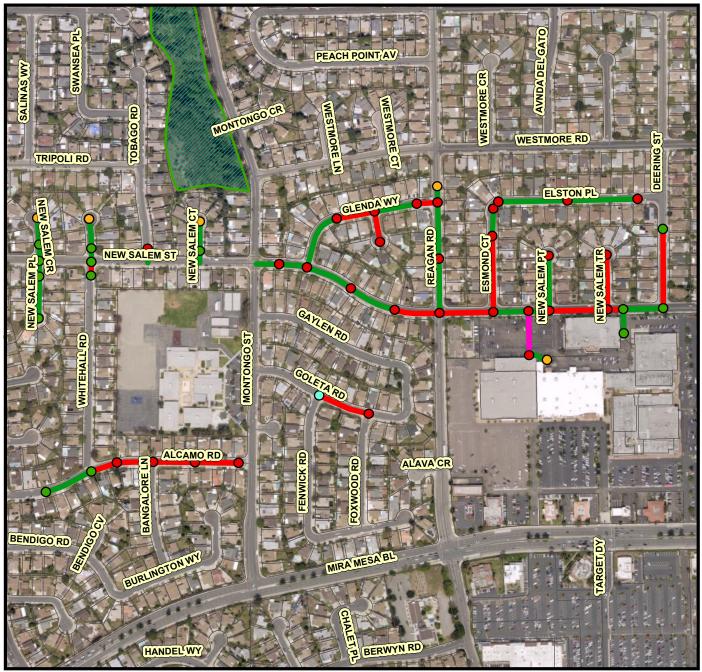


MIRA MESA IMPROV 1 (S)

SENIOR ENGINEER JAIME RAMOS (619) 533-5103 PROJECT MANAGER JERICHO GALLARDO (619) 533-7523 PROJECT ENGINEER SCOTT SANFILIPPO (619) 533-7497 FOR QUESTIONS ABOUT THIS PROJECT

Call: 619-533-4207

Email: engineering@sandiego.gov



Legend

- New Cleanout
- Manhole Rehab
- Sewer Main Pt Repair

Manhole Replacement

COMMUNITY NAME: Mira Mesa

Sewer Main Replacement

COUNCIL DISTRICT: 6

MHPA

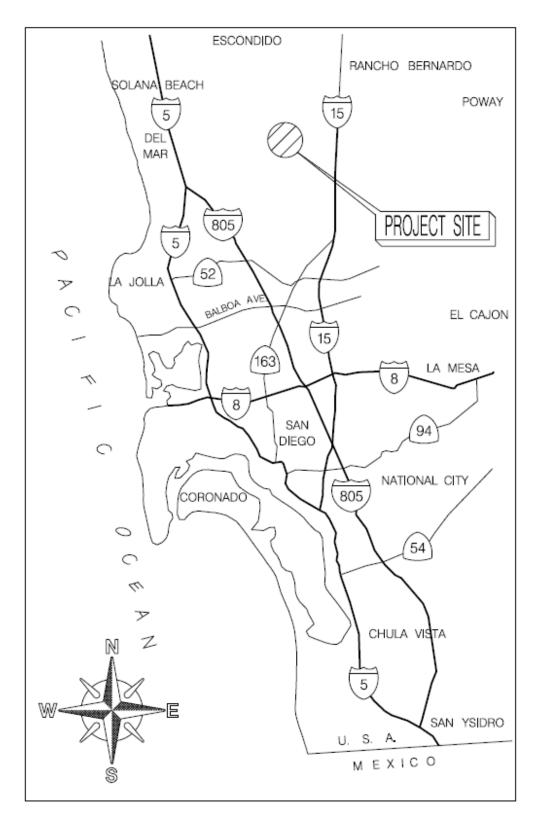
Manhole Repair & Rehab

Sewer Main Rehab

SanGIS

IV. VICINITY MAP

MIRA MESA IMPROV 1



VICINITY MAP NOT TO SCALE

COMMUNITY NAME; MIRA MESA Mira Mesa Improv 1 Bid No.: K-23-2156-DBB-3

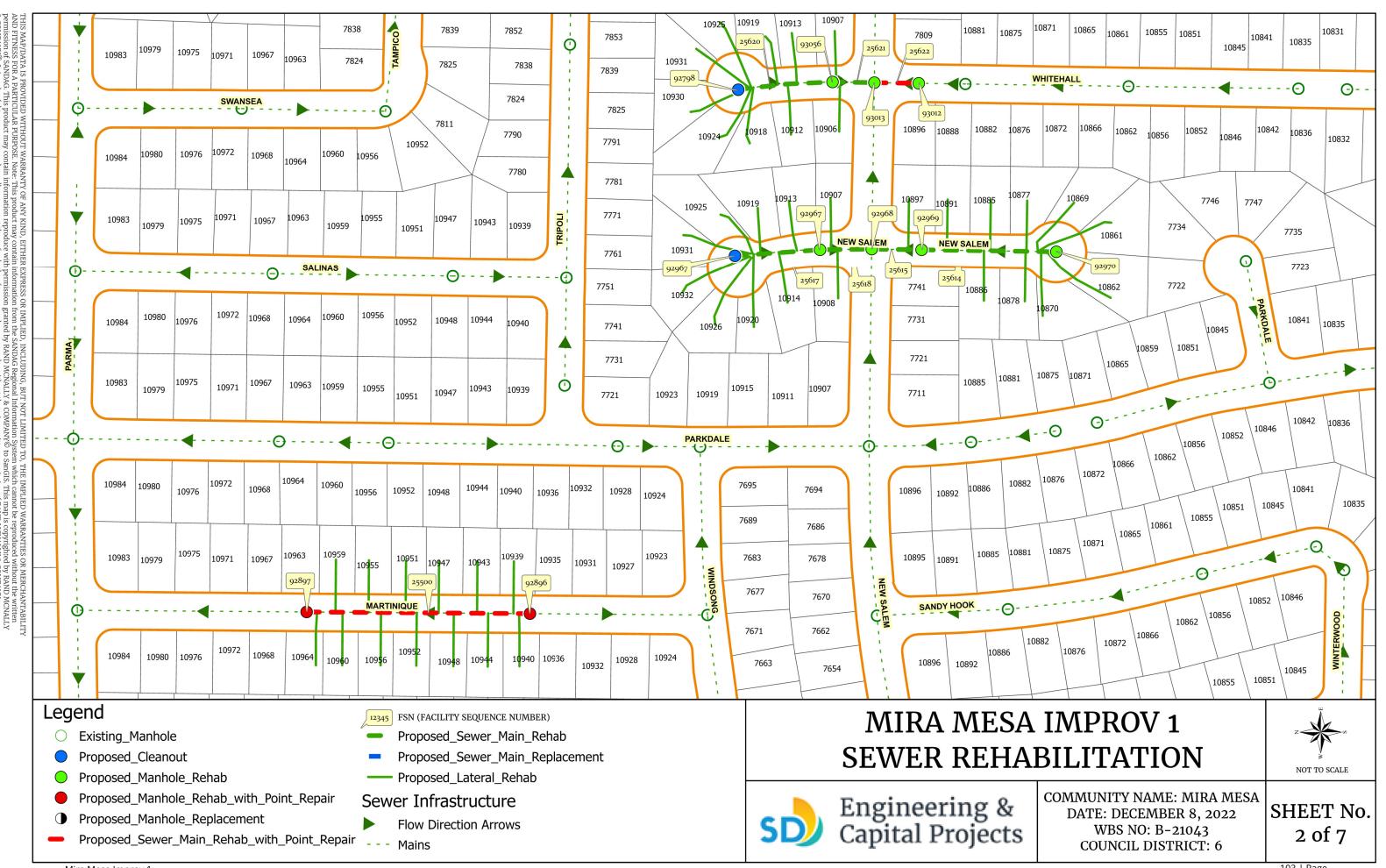
DATE: 12/8/22

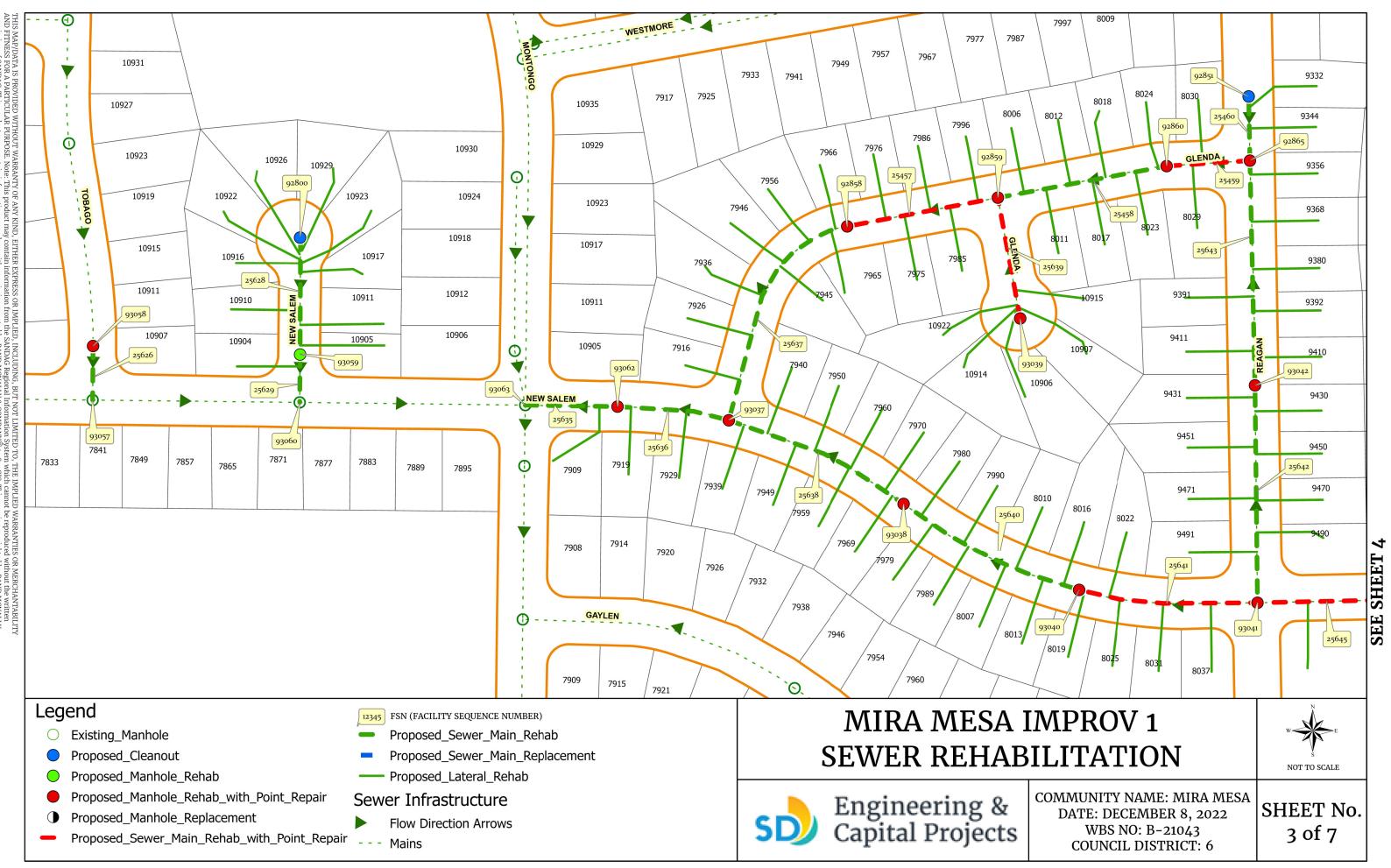
WBS NO; B-21043 COUNCIL DISTRICT: 6

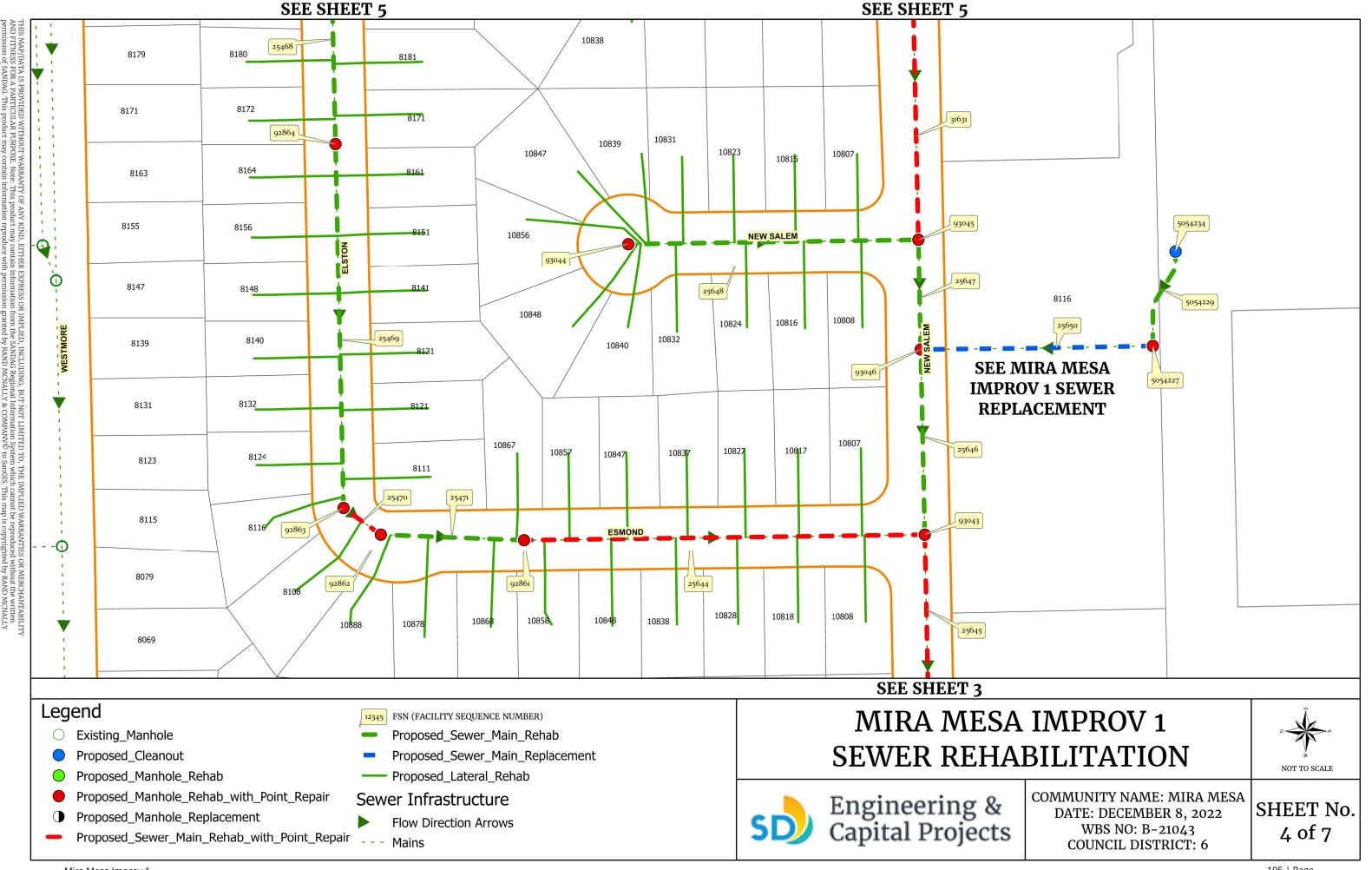
V. MIRA MESA IMPROV 1 SEWER REHABILITATION

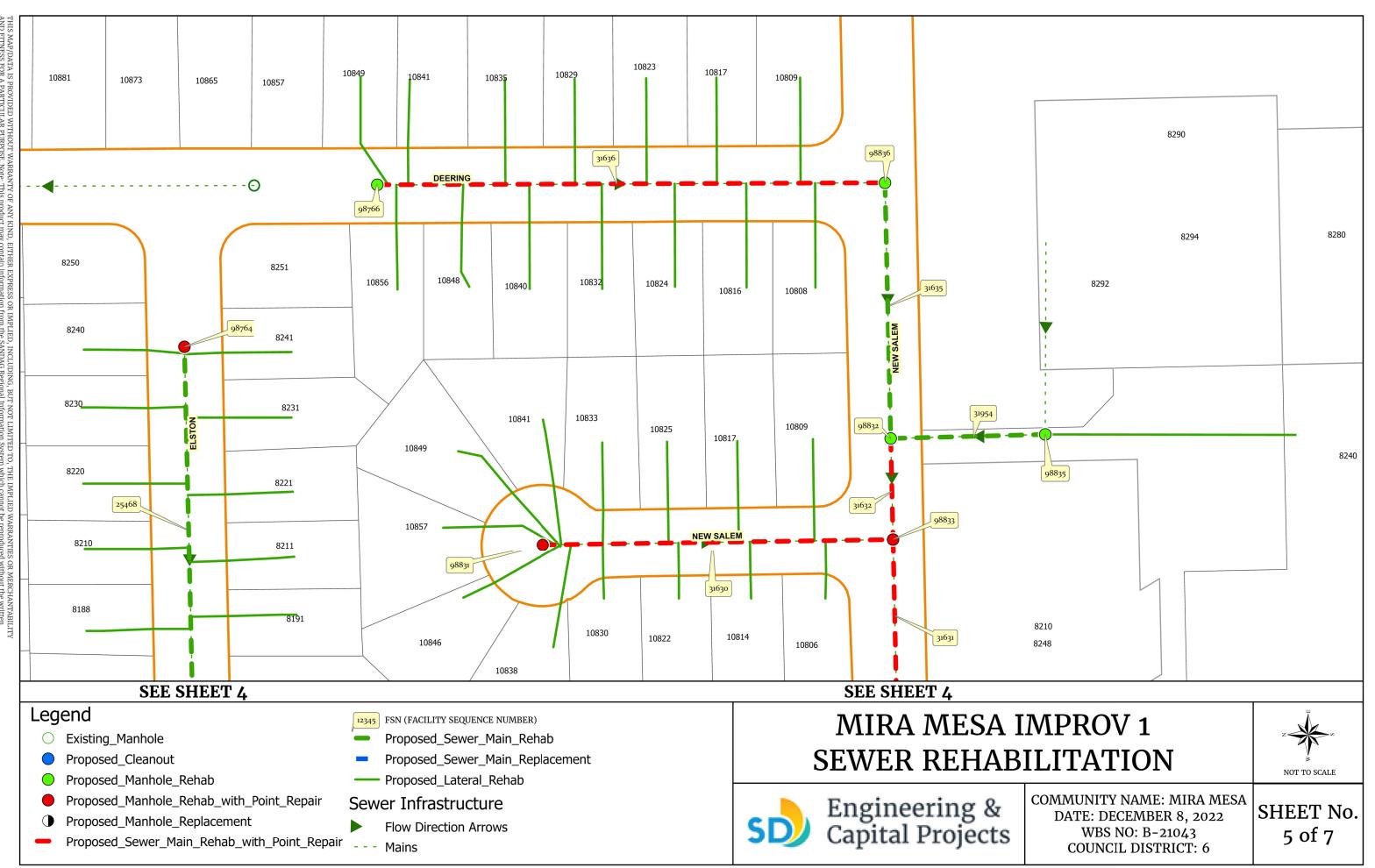
Mira Mesa Improv 1 101 | Page Bid No.: K-23-2156-DBB-3

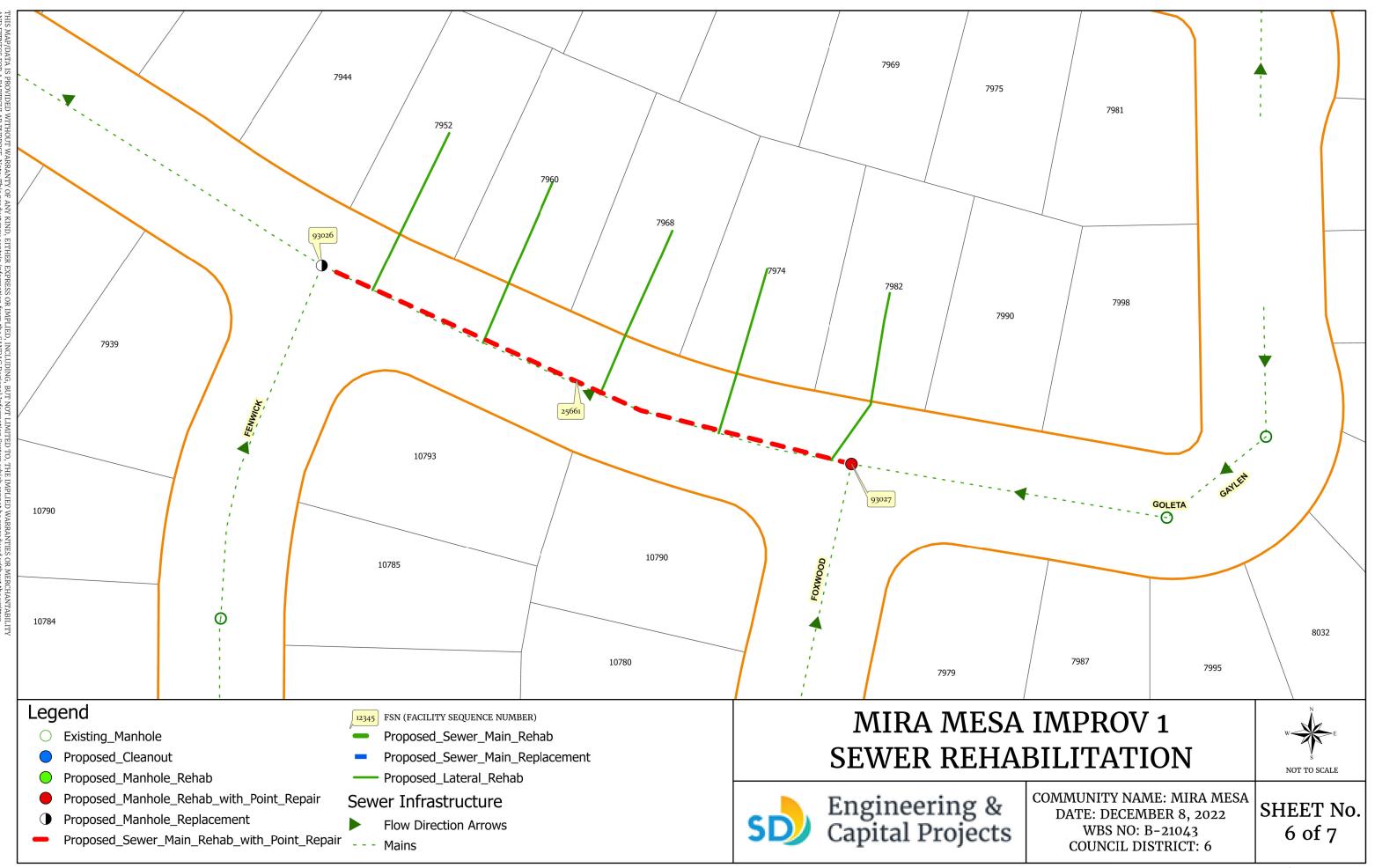
SHEET 3 SHEET 2 SHEET 4 WINDSONG SHEET 7 SEE MIRA MESA IMPROV 1 SEWER SHEET 5 REPLACEMENT **▲**SHEET 6 MIRA MESA IMPROV 1 Legend **SEWER REHABILITATION** Existing_Manhole Proposed Manhole Replacement NOT TO SCALE Proposed_Cleanout Proposed_Sewer_Main_Rehab_with_Point_Repair Proposed_Manhole_Rehab Proposed_Sewer_Main_Rehab COMMUNITY NAME: MIRA MESA Engineering & Capital Projects SHEET No. DATE: DECEMBER 8, 2022 Proposed_Manhole_Rehab_with_Point_Repair = Proposed_Sewer_Main_Replacement WBS NO: B-21043 1 of 7 COUNCIL DISTRICT: 6

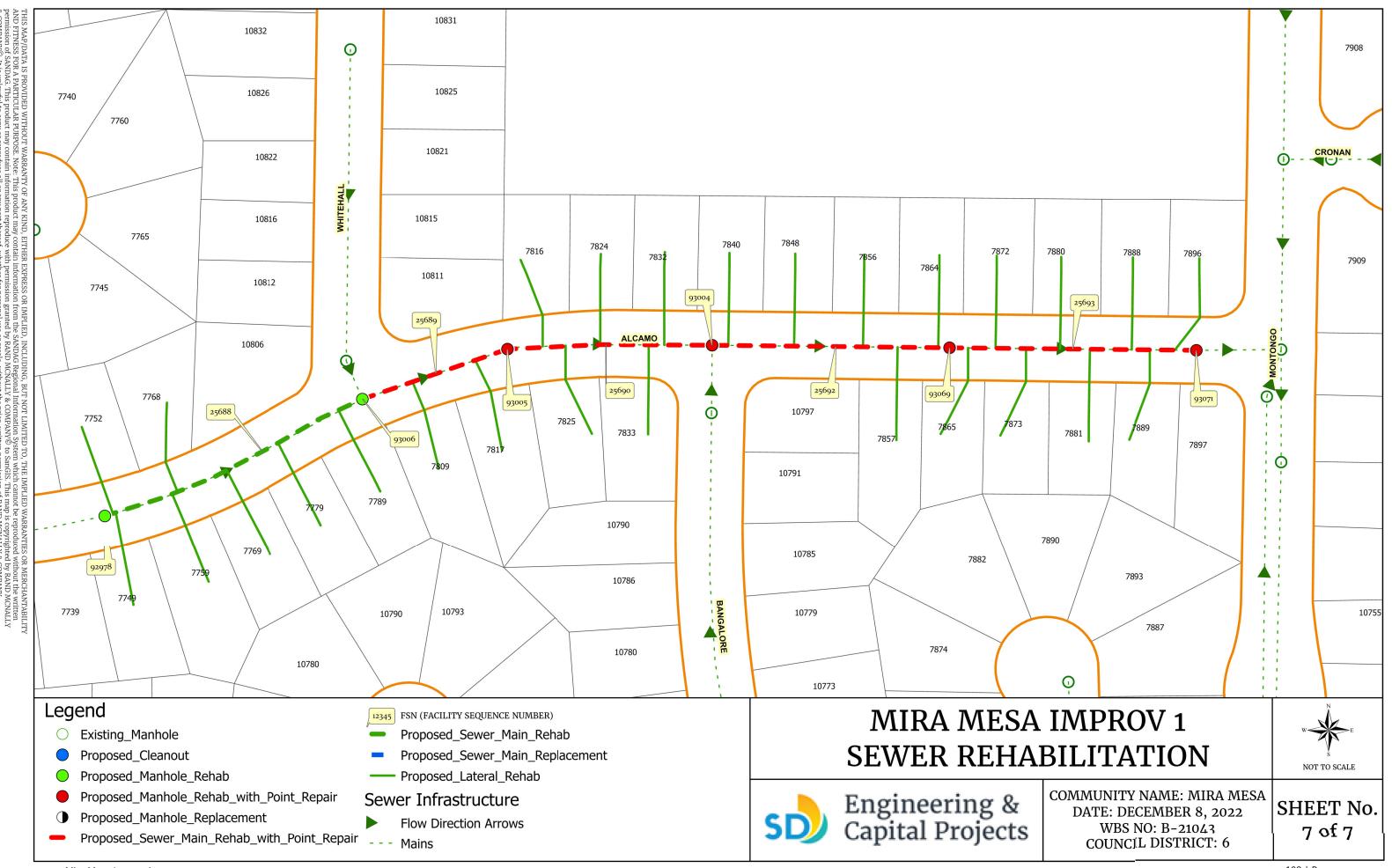




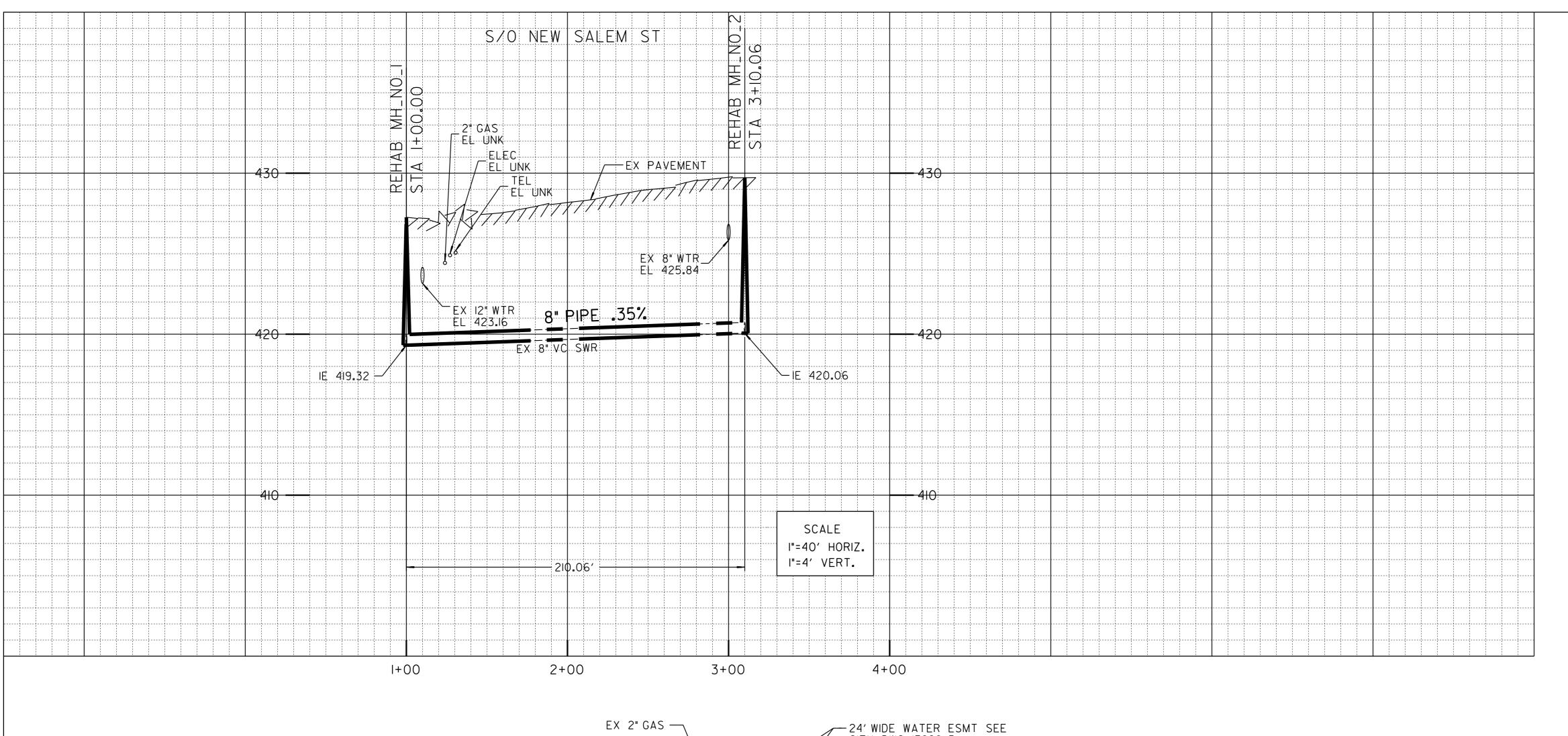


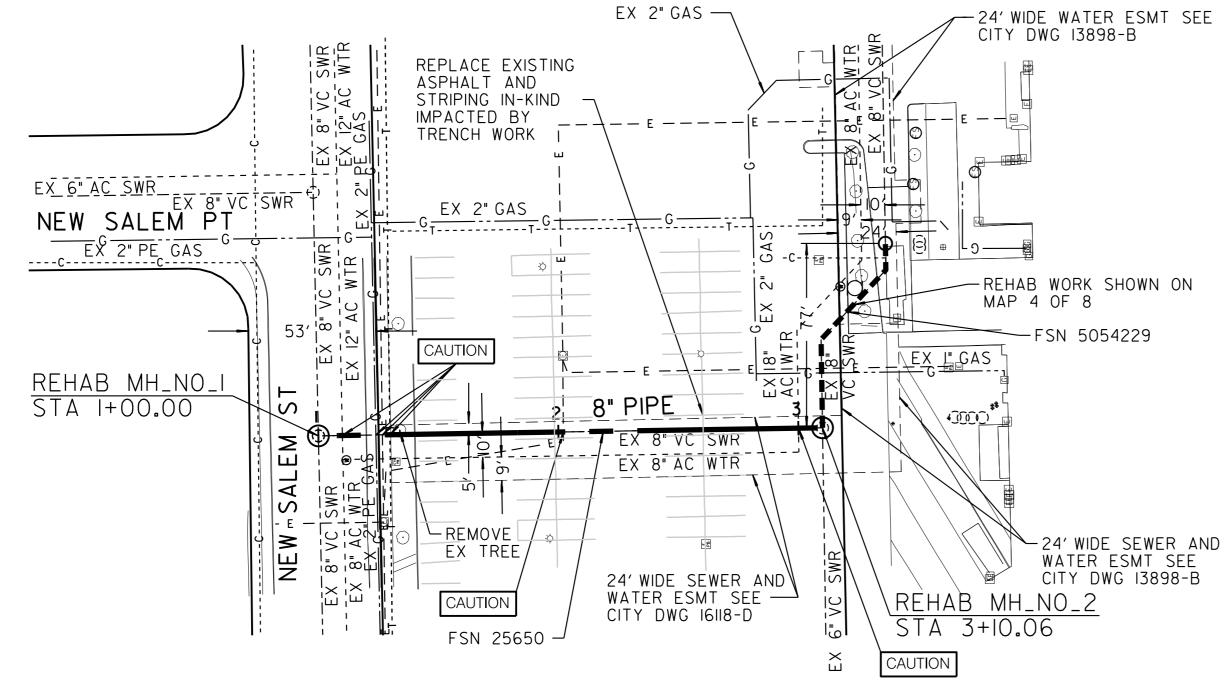






VI. MIRA MESA IMPROV 1 SEWER REPLACEMENT





Alignment: EASEMENT S/O NEW SALEM ST

POINT STATION NORTHING (Y) EASTING (X) ELEMENT BRG/DELTA DIST/LENGTH POB I+00.00 1914101.64 6286075.74 STRAIGHT S 0°55'18" E D = 210.06 POE 3+10.06 1913891.60 6286079.12

FIELD DATA

TOPOGRAPHY SOURCE: BASED ON FIELD SURVEY PERFORMED BY CITY OF SAN DIEGO SURVEYING DIVISION ON AUGUST 25, 2021, WORK ORDER NO. B-21043.

BENCHMARK: NEBP CAMINO RUIZ & MIRA MESA BOULEVARD (PT# 11060) ELEV. 430.039

MSL, BASED ON NGVD 29 FEET AS SHOWN IN THE CITY OF SAN DIEGO BENCH BOOK

FIELD NOTES: CHIEF MBI

INSTRUMENT: MBI

INSTRUMENT: MBI
DATE: 08/25/2021
DATUM: MEAN SEA LEVEL

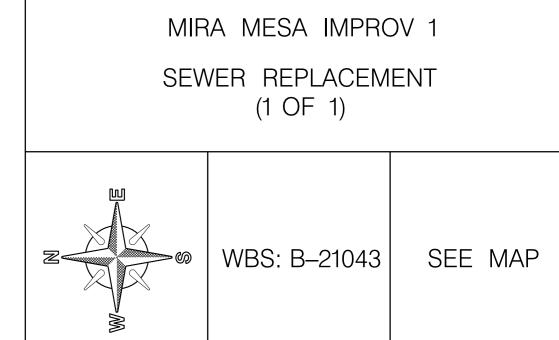
BASIS OF BEARING / COORDINATES: THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING R.OF S. 14492 NAD 83 FEET, ZONE 6 (EPOCH 1991.35), UTILIZING RTK/GPS FIELD PROCEDURES WITH A CALVRS BASE STATION BROADCAST OF 2020 AND CONSTRAINING TO GPS 17 (PT*20017), AND GPS 125 I.E. N 0° 12'06" E

REFERENCE:

WATER: 16119-3-D, 22848-D, 17187-D SEWER: 16119-3-D, 22848-D, 17187-D STORM DRAIN: N/A GAS: 15945-119485, 15945-119480 ELECTRIC: 15945-119485, 15945-119480 CABLE TV: CHARTER COMM. TELEPHONE: 92310-B3 IMPROVEMENTS: N/A 100' SCALE/FIELD BOOK: GO4S PRESSURE ZONE: 625

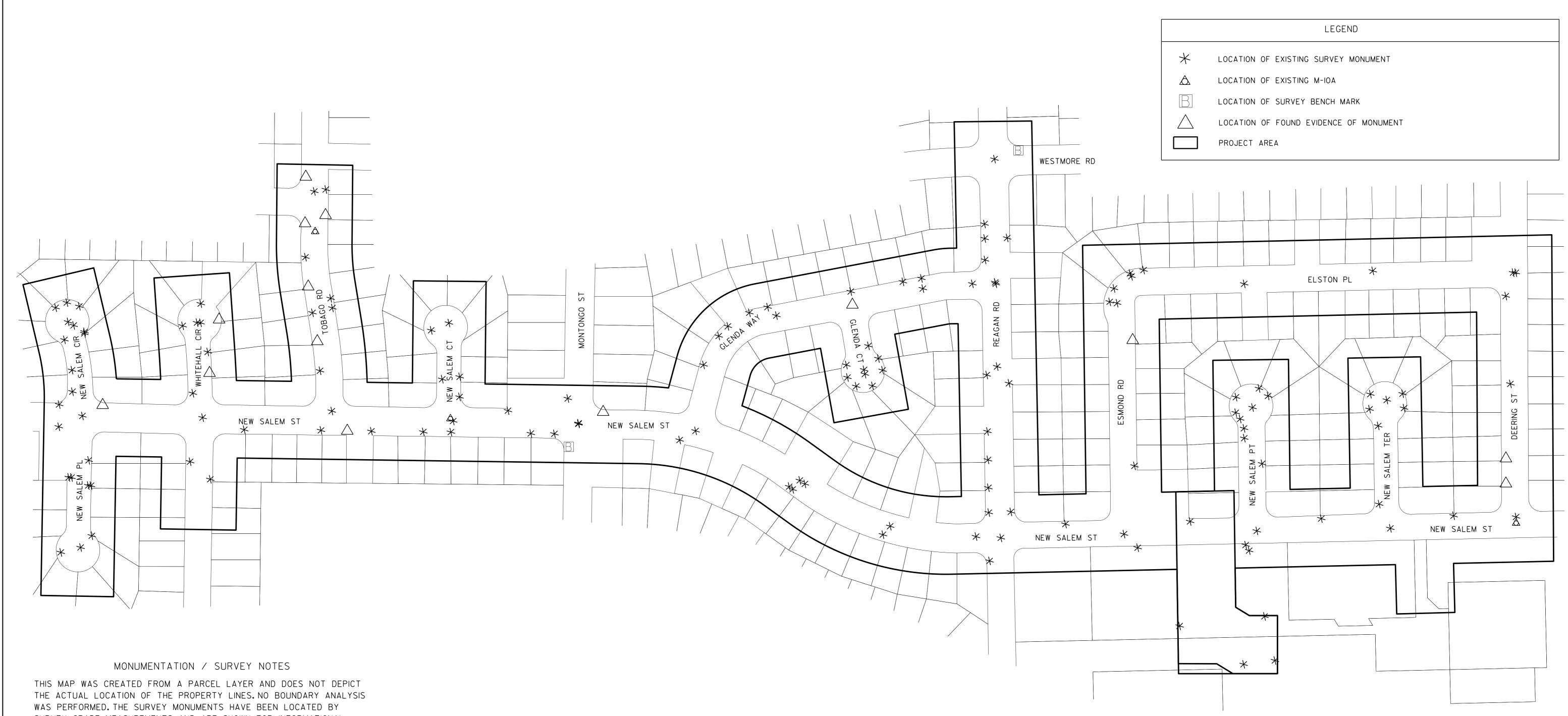
RETIREMENTS:

8" - VC - 210' - 1975 MH - 4X3 - 2 - 1975



VII. MIRA MESA IMPROV 1 MONUMENT SHEET

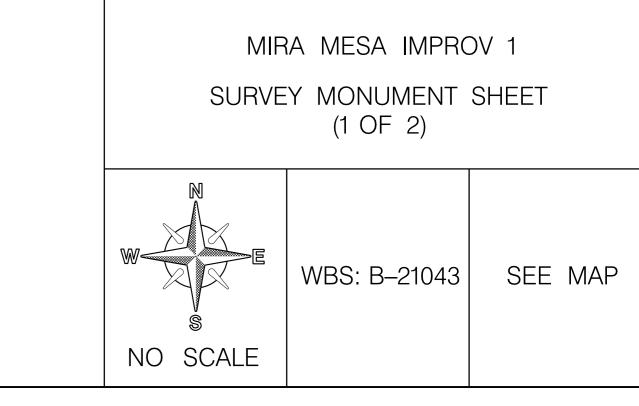
Mira Mesa Improv 1 Bid No.: K-23-2156-DBB-3 111 | Page

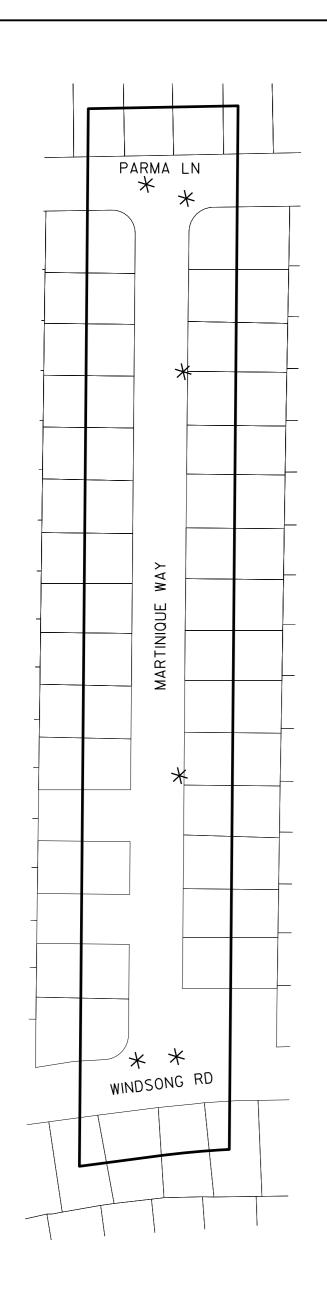


SURVEY GRADE MEASUREMENTS, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THE CITY OF SAN DIEGO LAND SURVEYORS SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED WITH THE COUNTY SURVEYOR.

IF ANY HORIZONTAL OR VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ANY HORIZONTAL CONTROL AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION IF THE CITY OF SAN DIEGO SURVEY SECTION IS NOT NOTIFIED PRIOR TO CONSTRUCTION. THE FILING OF A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE SHALL BE FILED WITH COUNTY SURVEYOR. A COPY OF THE FILED DOCUMENT SHALL BE FURNISHED TO THE CITY OF SAN DIEGO SURVEY SECTION.



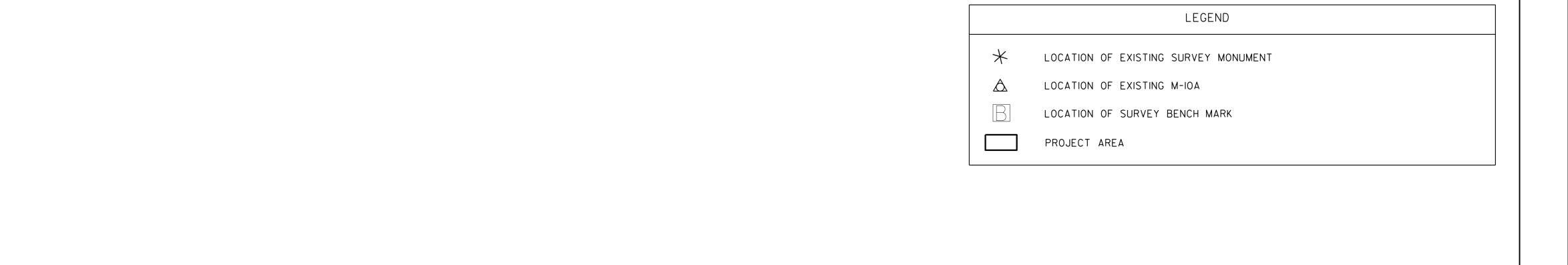


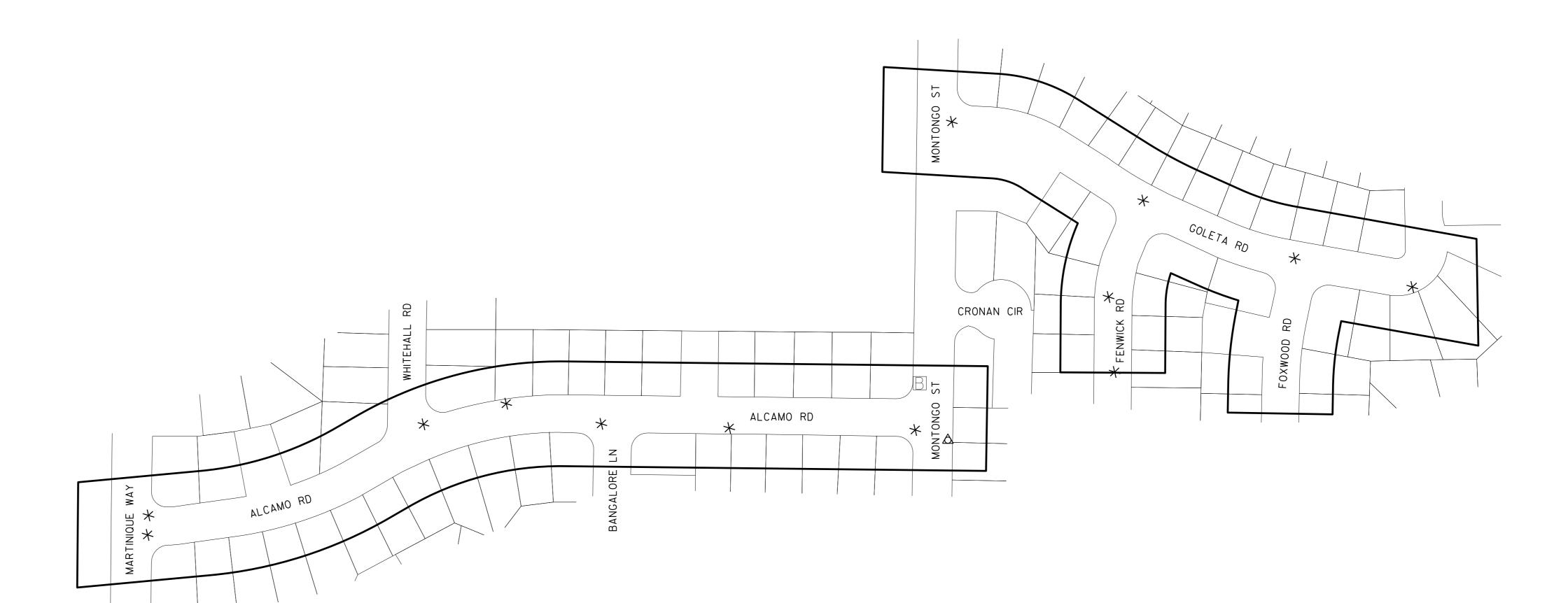
MONUMENTATION / SURVEY NOTES

THIS MAP WAS CREATED FROM A PARCEL LAYER AND DOES NOT DEPICT THE ACTUAL LOCATION OF THE PROPERTY LINES. NO BOUNDARY ANALYSIS WAS PERFORMED. THE SURVEY MONUMENTS HAVE BEEN LOCATED BY SURVEY GRADE MEASUREMENTS, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THE CITY OF SAN DIEGO LAND SURVEYORS SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED WITH THE COUNTY SURVEYOR.

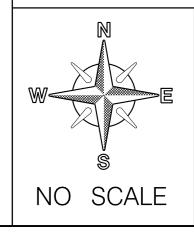
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MIRA MESA IMPROV 1

SURVEY MONUMENT SHEET (2 OF 2)

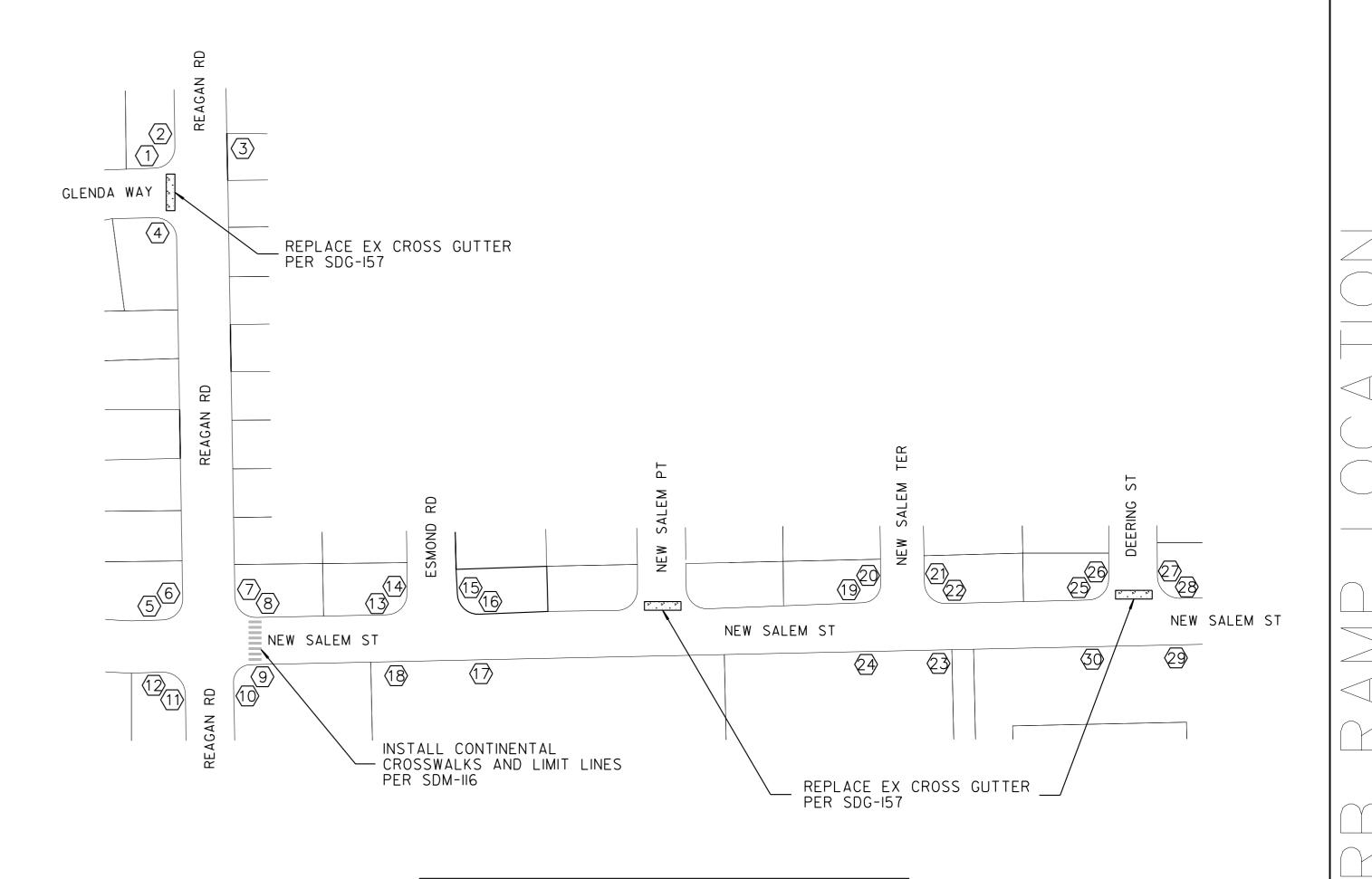


WBS: B-21043

3 SEE MAP

VIII. MIRA MESA IMPROV 1 CURB RAMP LOCATION

		JRB MP	_	_		AMPS	KER	TYPE		DETECTA WARNI TILES	NG	CE SPANDREL OR CONCRETE APRON (CAA)	
LOCATION NO	TYPE	CASE	APPROX. R/W	REPLACEMENT	NEW	HISTORIC STA	SURVEY MARKER	BARRICADE T	MISC SIGN	STAINLESS STEEL	ОТНЕК	REPLACE SPA (SP) OR CON ALLEY APRON	COMMENTS / MODIFICATIONS
1	C2		10'		Х					X		SP	PROTECT IN PLACE EXISTING WALL.
2	C2		10'		Х					Х		SP	PROTECT IN PLACE EXISTING WALL.
3	C2		10'		X					X			ADJUST EXISTING WATER METER BOX TO GRADE OR RELCOATE IF IMPACTED. PROVIDE 5' OF RED CURB ON EACH SIDE OF CURB RAMP STARTING FROM TOP OF WING.
4	C2		10'		X					Х		SP	ALIGN CURB RAMP TO FACE CURB RAMP LOCATION NO. 1. PROTECT IN PLACE EXISTING WALL.
5	А		10'	Χ						Х			RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
6	А		10'	X						X			RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
7	А		10'		Х					X			PROTECT IN PLACE EXISTING LIGHT POLE (48" HORIZONTAL CLEARANCE) AND CURB INLET. RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
8	А		10'		Х					X			PROTECT IN PLACE EXISTING LIGHT POLE (48" HORIZONTAL CLEARANCE) AND CURB INLET. RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
9	А		10'	X						X			PROTECT IN PLACE EXISTING CURB INLET. RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
10	А		10'	Х						Х			PROTECT IN PLACE EXISTING CURB INLET. RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
11	C1		4.5'		Х					X			PROTECT IN PLACE EXISTING WALL. RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND. USE 4" MAX CURB HEIGHT BETWEEN THIS CURB RAMP AND CURB RAMP #12.
12	C1		4.5'		X					X			PROTECT IN PLACE EXISTING WALL. RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND. USE 4" MAX CURB HEIGHT BETWEEN THIS CURB RAMP AND CURB RAMP #11.
13	C2		10'		Х					X			RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
14	C2		10'		Х					X			RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
15	C1		7.5		Х					Х			USE 4" MAX CURB HEIGHT BETWEEN THIS CURB RAMP AND CURB RAMP #16.
16	C1		7.5'		Х					Х			PROTECT IN PLACE EXISTING CURB INLET AND FIRE HYDRANT. REPLACE DEPRESSED SIDEWALK PANEL BEHIND EXISTING STORM DRAIN. USE 4" MAX CURB HEIGHT BETWEEN THIS CURB RAMP AND CURB RAMP #16.
17	В		10'		Х					Х			PROVIDE 5' OF RED CURB ON EACH SIDE OF CURB RAMP STARTING FROM TOP OF WING.
18	В		10'		X					X			ENSURE 4' MINIMUM SEPARATATION BETWEEN EDGE OF CURB RAMP FLARE AND EDGE OF DRIVEWAY FLARE. PROVIDE 5' OF RED CURB ON EACH SIDE OF CURB RAMP STARTING FROM TOP OF WING.
19	C2		10'	×						X			RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
20	C2		10'	Х						X			RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
21	C2		10'	X						X		SP	
22	C2		10'	X						X		SP	
23	В		10'	Х						Х		SP	PROVIDE 5' OF RED CURB ON EACH SIDE OF CURB RAMP STARTING FROM TOP OF WING.
24	В		10'	Х						Х			PROVIDE 5' OF RED CURB ON EACH SIDE OF CURB RAMP STARTING FROM TOP OF WING.
25	C2		10'		Х					Х		SP	ADJUST EXISTING WATER METER BOX TO GRADE OR RELCOATE IF IMPACTED. PROTECT IN PLACE EXISTING WALL. RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
26	C2		10'		Х					X		SP	ADJUST EXISTING WATER METER BOX TO GRADE OR RELCOATE IF IMPACTED. PROTECT IN PLACE EXISTING WALL. RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
27	C2		10'		Х					Х		SP	COORDINATE WITH PROPERTY OWNER TO RELOCATE OR REMOVE EXISTING FENCE AND VEGETATION TO ACCOMODATE CURB RAMPS.
28	C2		10'		Х					Х		SP	COORDINATE WITH PROPERTY OWNER TO RELOCATE OR REMOVE EXISTING FENCE AND VEGETATION TO ACCOMODATE CURB RAMPS.
29	В		10'		Х					Х			RELOCATE STOP LIMIT LINE BEHIND CURB RAMPS. PROVIDE 5' OF RED CURB ON EACH SIDE OF CURB RAMP STARTING FROM TOP OF WING.
30	В		10'		X					Х			ADJUST EXISTING WATER METER BOX TO GRADE OR RELCOATE IF IMPACTED. PROVIDE 5' OF RED CURB ON EACH SIDE OF CURB RAMP STARTING FROM TOP OF WING.

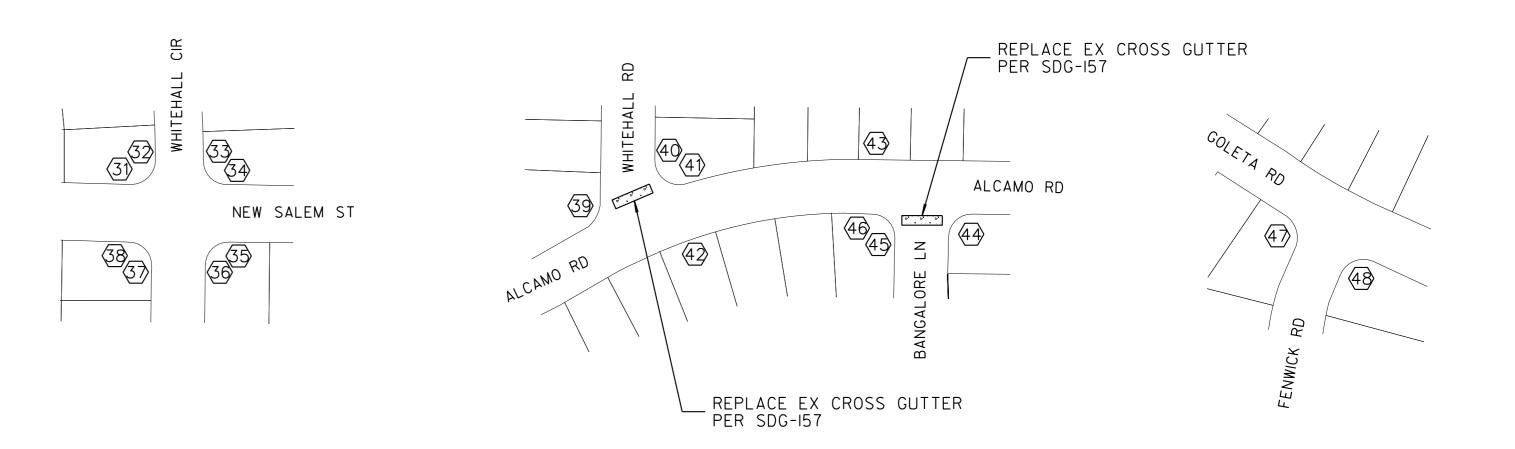


ALL WORK TO BE DONE SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE CITY OF SAN DIEGO STANDARD DRAWINGS AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, "THE GREENBOOK AND THE WHITEBOOK".

CONTRACTOR'S NOTE:

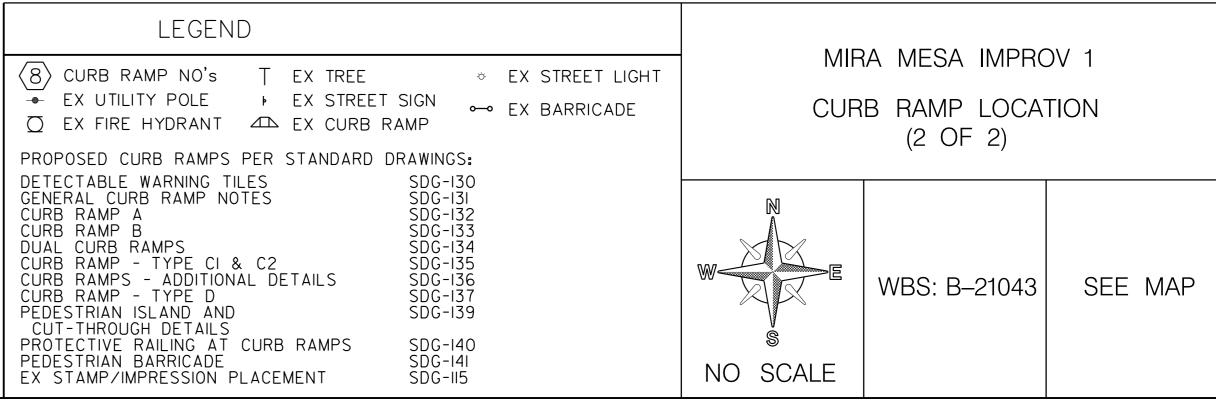
LEGEND MIRA MESA IMPROV 1 8 CURB RAMP NO'S T EX TREE ⋄ EX STREET LIGHT CURB RAMP LOCATION (1 OF 2) PROPOSED CURB RAMPS PER STANDARD DRAWINGS: DETECTABLE WARNING TILES
GENERAL CURB RAMP NOTES
CURB RAMP A
CURB RAMP B
DUAL CURB RAMPS
CURB RAMP - TYPE CI & C2
CURB RAMPS - ADDITIONAL DETAILS
CURB RAMP - TYPE D
PEDESTRIAN ISLAND AND
CUT-THROUGH DETAILS
PROTECTIVE RAILING AT CURB RAMPS
PEDESTRIAN BARRICADE
EX STAMP/IMPRESSION PLACEMENT SDG-130 SDG-131 SDG-132 SDG-133 SDG-134 SDG-135 SDG-136 SDG-137 SDG-137 WBS: B-21043 SEE MAP SDG-140 SDG-141 SDG-115 NO SCALE

ó	CU RA	IRB MP		 ⊢		STAMPS	IARKER	TYPE		DETECT WARN TILE	NG	CE SPANDREL NR CONCRETE APRON (CAA)	
LOCATION NO	TYPE	CASE	APPROX. R/	REPLACEMENT	NEW	HISTORIC ST,	SURVEY MAR	BARRICADE	MISC SIGN	STAINLESS STEEL	OTHER	REPLACE SP. (SP) OR CON ALLEY APROI	COMMENTS / MODIFICATIONS
31	C2		10'		X					X		SP	RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
32	C2		10'		X					Х		SP	RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
33	C2		10'		×					Х		SP	
34	C2		10'		×					Х		SP	
35	C2		10'		×					Х		SP	RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
36	C2		10'		×					Х		SP	RELOCATE STOP SIGN, LIMIT LINE, AND STOP LEGEND.
37	C2		10'		×					Х		SP	PROTECT IN PLACE EXISTING LIGHT POLE (48" HORIZONTAL CLEARANCE).
38	C2		10'		X					Х		SP	PROTECT IN PLACE EXISTING LIGHT POLE (48" HORIZONTAL CLEARANCE).
39	C2		10'		X					Х		SP	ALIGN CURB RAMP TO FACE CURB RAMP LOCATION NO. 40.
40	C2		10'		X					Х		SP	
41	C2		10'		X					Х		SP	
42	C2		10'		Х					Х			ADJUST EXISTING WATER METER BOX TO GRADE OR RELCOATE IF IMPACTED. PROVIDE 5' OF RED CURB ON EACH SIDE OF CURB RAMP STARTING FROM TOF OF WING.
43	C2		10'		Х					Х			ADJUST EXISTING WATER METER BOX TO GRADE OR RELCOATE IF IMPACTED. PROVIDE 5' OF RED CURB ON EACH SIDE OF CURB RAMP STARTING FROM TOF OF WING.
44	C2		10'		×					Х		SP	ALIGN CURB RAMP TO FACE CURB RAMP LOCATION NO. 45.
45	C2		10'		Х					Х		SP	COORDINATE WITH PROPERTY OWNER TO RELOCATE OR REMOVE EXISTING ROCKS, PAVERS, AND VEGETATION TO ACCOMODATE CURB RAMPS.
46	C2		10'		Х					Х		SP	COORDINATE WITH PROPERTY OWNER TO RELOCATE OR REMOVE EXISTING ROCKS, PAVERS, AND VEGETATION TO ACCOMODATE CURB RAMPS.
47	C1		10'		Х					Х		SP	ALIGN CURB RAMP TO FACE CURB RAMP LOCATION NO. 48. PROTECT IN PLACE EXISTING WALL. SHIFT CURB RAMP ALIGNMENT TO THE SOUTH TO PROVIDE SAFER PEDESTRIAN CROSSING LOCATION (APPROXIMATELY 5').
48	А		10'		×					×		SP	ALIGN CURB RAMP TO FACE CURB RAMP LOCATION NO. 47. COORDINATE WITH PROPERTY OWNER TO RELOCATE OR REMOVE EXISTING FENCE. SHIFT CURB RAMP ALIGNMENT TO THE SOUTH TO PROVIDE SAFER PEDESTRIAN CROSSING LOCATION (APPROXIMATELY 5').



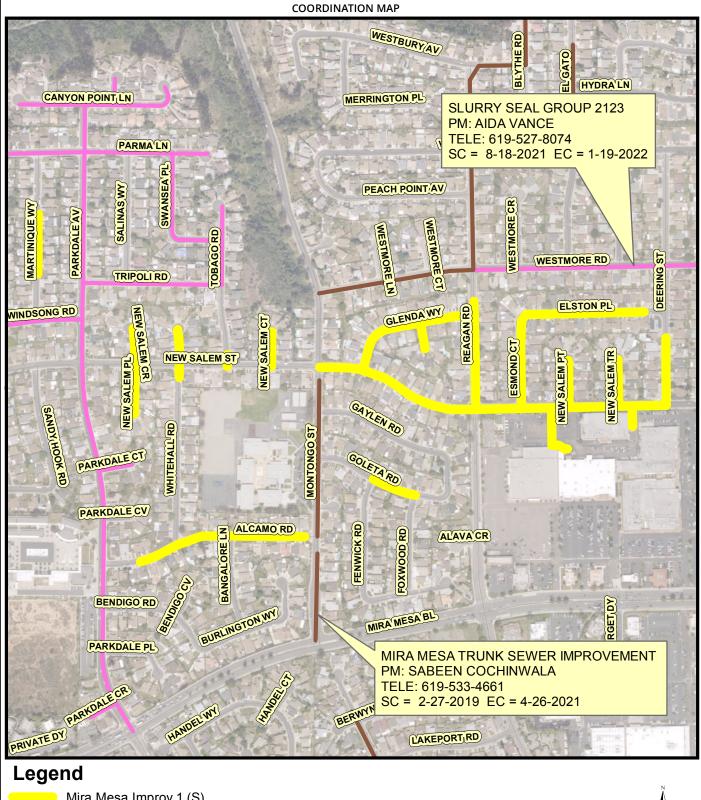
CONTRACTOR'S NOTE:

ALL WORK TO BE DONE SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE CITY OF SAN DIEGO STANDARD DRAWINGS AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, "THE GREENBOOK AND THE WHITEBOOK".



IX. ADJACENT PROJECTS

MIRA MESA IMPROV 1 (S)



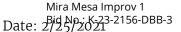
Mira Mesa Improv 1 (S)

Mira Mesa Trunk Sewer Improvement

Slurry Seal Group 2123

SC = START CONSTRUCTION = END CONSTRUCTION

No Scale





X. FSN SPREADSHEETS

SEWER MAIN FSN SPREADSHEET

MAP NUMBER	FSN	SIZE (inches)	MATL	LENGTH (feet)	# LATERALS	US FIELD BOOK	US MH ID	US MH IE	US MH DEPTH	DS FIELD BOOK	DS MH ID	DS MH IE	DS MH DEPTH	INSTALLED DATE	ACTION	STREET NAME COMMENTS
2	25500	8	VC	330	13	G03S	315	411.71	9	L15S	316	409.51	8	1/1/1970	REPAIR	MARTINIQUE WY
2	25614	8	VC	205	9	G04S	54	414.27	7	G04S	53	410.18	10	1/1/1970	REHAB	NEW SALEM PL
2	25615	8	VC	70	1	G04S	53	410.18	10	G04S	52	397.71	22	1/1/1970	REHAB	NEW SALEM PL
2	25617	8	VC	120	8	G03S	210 CAP	412.24	0	G04S	51	410.04	10	1/1/1970	REHAB	NEW SALEM PL
2	25618	8	VC	80	2	G04S	51	410.04	10	G04S	52	397.71	22	1/1/1970	REHAB	NEW SALEM PL
2	25620	8	VC	125	8	G03S	211 CAP	412.24	0	G03S	148	410.68	0	1/1/1970	REHAB	WHITEHALL CIR
2	25621	8	VC	70	2	G04S	148	410.68	0	G04S	100	396.72	20	1/1/1970	REHAB	WHITEHALL CIR
2	25622	8	VC	70	0	G04S	99	409.01	q	G04S	100	396.72	20	1/1/1970	REPAIR	WHITEHALL RD
3	25457	8	VC	172	5	G035	276	410.59	6	G03S	275	409.89	7	1/1/1971	REPAIR	GLENDA WY
3	25458	8	VC	202	7	G035	277	411.49	9	G03S	276	410.59	6	1/1/1971	REHAB	GLENDA WY
3	25459	8	VC	102	2	G035	282	411.9	8	G03S	277	411.49	9	1/1/1971	REPAIR	GLENDA WY
3	25460	9	VC	78	2	G03S	268 CAP	412.22	0	G03S	282	411.9	8	1/1/1971	REHAB	REGAN RD
3	25626	8	VC	50	0	G04S	150	402.1	14	G04S	149	395.65	20	1/1/1970	REHAB	TOBAGO RD
3	25628	8	VC	135	9	G04S	213 CAP	407.36	0	G045	151	403.25	10	1/1/1970	REHAB	NEW SALEM CT
3	25629	8	VC	60	1	G04S	151	407.30	10	G045	152	394.66	19	1/1/1970	REHAB	NEW SALEM CT
3	25635	8	VC	102	1	G04S	154	403.23	8	G045	155	385.06	20	1/1/1960	REHAB	NEW SALEM CT
3	25636	8	VC	138	2	G04S	124	407.48	8	G045	154	401.52	8	1/1/1971	REHAB	NEW SALEM ST
3	25637	8	VC	301	8	G035	275	409.89	7	G03S	124	407.48	8	1/1/1971	REHAB	GLENDA WY
3	25638	8	VC	235	8	G04S	125	411	9	G04S	124	407.48	8	1/1/1971	REHAB	NEW SALEM ST
3	25639	8	VC	143	5	G04S	126	413.73	8	G045	276	410.59	6	1/1/1971	REPAIR	GLENDA CT
3	25640	8	VC	217	8	G045	127	412.74	8	G045	125	410.39	9	1/1/1971	REHAB	NEW SALEM ST
3	25641						127			G04S G04S	127			1/1/19/1	REPAIR	
-		8	VC	222	5	G04S		414.52	9			412.74	8			NEW SALEM ST
3	25642	8	VC	268	8	G04S	128	414.52	9	G04S	129	413.45	9	1/1/1971	REHAB	REGAN RD
3	25643	8	VC	320	7	G04S	129	413.45	9	G03S	282	411.9	8	1/1/1971	REHAB	REGAN RD
3	25645	8	VC	261	1	G04S	131	417.7	8	G04S	128	414.52	9	1/1/1971	REPAIR	NEW SALEM ST
4	25469	8	VC	331	13	G03S	281	424.24	9	G03S	280	421.29	9	1/1/1971	REHAB	ELSON PL
4	25470	8	VC	36	1	G03S	280	421.29	9	G03S	279	420.98	10	1/1/1971	REPAIR	ESMOND CT
4	25471	8	VC	148	4	G03S	279	420.98	10	G03S	278	419.8	8	1/1/1971	REHAB	ESMOND CT
4	25644	8	VC	350	12	G03S	278	419.8	8	G03S	131	417.7	8	1/1/1971	REPAIR	ESMOND CT
4	25646	8	VC	167	0	G04S	134	419.34	7	G04S	131	417.7	8	1/1/1971	REHAB	NEW SALEM ST
4	25647	8	VC	102	0	G04S	133	420.34	8	G04S	134	419.34	7	1/1/1971	REHAB	NEW SALEM ST
4	25648	8	VC	259	13	G04S	132	423.97	8	G04S	133	420.34	8	1/1/1970	REHAB	NEW SALEM PT
4	31631	8	VC	266	0	H04S	3	423.11	8	G04S	133	420.34	8	1/1/1970	REPAIR	NEW SALEM ST
4	5054229	8	VC	76	0	G04S	376 CAP	0	0	G04S	378	420.18	0	10/29/1987	REHAB	NEW SALEM ST
5	25468	8	VC	331	14	H03S	369	427.18	8	G03S	281	424.24	9	1/1/1971	REHAB	ELSON PL
5	31630	8	VC	259	13	H04S	1	426.68	8	H04S	3	423.11	8	1/1/1970	REPAIR	NEW SALEM TR
5	31632	8	VC	70	0	H04S	2	423.81	9	H04S	3	423.11	8	1/1/1970	REPAIR	NEW SALEM TR
5	31635	8	VC	199	0	H04S	7	425.74	9	H04S	2	423.81	9	1/1/1970	REHAB	NEW SALEM ST
5	31636	8	VC	376	14	H03S	371	428	8	H04S	7	425.74	8	1/1/1971	REPAIR	DEERING ST
5	31954	8	VC	186	0	H04S	5	424.29	10	H04S	2	423.81	9	1/1/1974	REHAB	S/O NEW SALEM ST- ESMT
6	25661	8	VC	247	5	G04S	114	412.25	8	G04S	113	403.66	12	1/1/1971	REPAIR	GOLETA RD
7	25688	8	VC	233	6	G04S	62	404.31	14	G04S	90	403.38	16	1/1/1971	REHAB	ALCAMO RD
7	25689	8	VC	129	2	G04S	90	403.38	16	G04S	89	402.88	18	1/1/1971	REPAIR	ALCAMO RD
7	25690	8	VC	179	5	G04S	89	402.88	18	G04S	88	402.17	19	1/1/1971	REPAIR	ALCAMO RD
7	25692	8	VC	204	5	G04S	88	402.17	19	G04S	163	401.35	20	1/1/1971	REPAIR	ALCAMO RD
7	25693	8	VC	200	9	G04S	163	401.35	20	G04S	165	400.55	17	1/1/1971	REPAIR	ALCAMO RD
8	25650	8	VC	238	0	G04S	378	420.18	0	G04S	134	419.34	7	4/8/1975	REPLACE	NEW SALEM ST

SEWER MANHOLE FSN SPREADSHEET

MAP NUMBER	MANHOLE FSN	MANHOLE ID	MANHOLE IE	MANHOLE DEPTH	MANHOLE METHOD	STREET NAME	GATE PAGE	INSTALLATION DATE	COMMENTS
2	92797	210 CAP	412.24	N/A	INSTALL CLEANOUT	NEW SALEM CR	G04S	1/1/1970	33,111,111,111
2	92798	211 CAP	410.68	N/A	INSTALL CLEANOUT	WHITEHALL CR	G03S	1/1/1970	
2	92896	315	411.71	9	POINT REPAIR AND REHAB	MARTINIQUE WY	G03S	1/1/1970	
2	92897	316	409.51	8	POINT REPAIR AND REHAB	MARTINIQUE WY	G03S	1/1/1970	
2	92967	51	410.04	10	REHAB	NEW SALEM CR	G04S	1/1/1970	
2	92968	52	397.71	22	REHAB	NEW SALEM ST	G04S	1/1/1970	
2	92968	53	410.18	10	REHAB	NEW SALEM PL	G04S	1/1/1970	
2	92970	54	414.27	7	REHAB	NEW SALEM PL	G04S	1/1/1970	
2	93012	99	409.01	9	REHAB	WHITEHALL RD	G04S	1/1/1971	
2	93013	100	396.72	20	REHAB	WHITEHALL RD	G04S	1/1/1970	
2	93056	148	0	N/A	REHAB	WHITEHALL RD	G04S	1/1/1970	
3	92800	213 CAP	407.36	N/A	INSTALL CLEANOUT	NEW SALEM CT	G03S	1/1/1970	
3	92851	268 CAP	412.22	N/A	INSTALL CLEANOUT	REGAN RD	G03S	1/1/1971	
3	92858	275	409.89	7	POINT REPAIR AND REHAB	GLENDA WY	G03S	1/1/1971	
3	92859	276	410.59	6	POINT REPAIR AND REHAB	GLENDA WY	G03S	1/1/1971	
3	92860	277	411.49	9	POINT REPAIR AND REHAB	GLENDA WY	G03S	1/1/1971	
3	92865	282	411.9	8	POINT REPAIR AND REHAB	REGAN RD	G03S	1/1/1971	
3	93037	124	407.48	8	POINT REPAIR AND REHAB	NEW SALEM ST	G04S	1/1/1971	
3	93038	125	411	9	POINT REPAIR AND REHAB	NEW SALEM ST	G04S	1/1/1971	
3	93039	126	413.73	8	POINT REPAIR AND REHAB	GLENDA CT	G04S	1/1/1971	
3	93040	127	412.74	8	POINT REPAIR AND REHAB	NEW SALEM ST	G04S	1/1/1971	
3	93041	128	414.52	9	POINT REPAIR AND REHAB	NEW SALEM ST	G04S	1/1/1971	
3	93042	129	413.45	9	POINT REPAIR AND REHAB	REGAN RD	G04S	1/1/1971	
3	93058	150	402.1	14	POINT REPAIR AND REHAB	TOBAGO RD	G04S	1/1/1970	
3	93059	151	403.25	10	REHAB	NEW SALEM CT	G04S	1/1/1971	
3	93062	154	401.52	8	POINT REPAIR AND REHAB	NEW SALEM ST	G04S	1/1/1971	
4	92861	278	419.8	8	POINT REPAIR AND REHAB	ESMOND CT	G03S	1/1/1971	
4	92862	279	520.98	10	POINT REPAIR AND REHAB	ELSTON CT	G03S	1/1/1971	
4	92863	280	421.29	9	POINT REPAIR AND REHAB	ELSTON PL	G03S	1/1/1971	
4	92864	281	424.24	9	POINT REPAIR AND REHAB	ELSTON PL	G03S	1/1/1971	
4	93043	131	417.7	8	POINT REPAIR AND REHAB	NEW SALEM ST	G03S	1/1/1971	
4	93044	132	423.97	8	POINT REPAIR AND REHAB	NEW SALEM PT	G04S	1/1/1971	
4	93045	133	420.34	8	POINT REPAIR AND REHAB	NEW SALEM ST	G04S	1/1/1970	
4	93046	134	419.34	7	POINT REPAIR AND REHAB	NEW SALEM ST	G04S	4/8/1975	
4	5054227	378	420.18	0	POINT REPAIR AND REHAB	S/O NEW SALEM ST- EASEMENT	G045	10/29/1987	
4	5054234	376 CAP	0	N/A	INSTALL CLEANOUT	NEW SALEM ST	G04S	10/29/1987	
5	98831	1	426.68	8	POINT REPAIR AND REHAB	NEW SALEM TR	G03S	1/3/1971	
5	98764	369	427.18	8	POINT REPAIR AND REHAB	ELSTON PL	G03S	1/2/1971	
5	98766	371	427.18	8	REHAB	DEERING ST	H03S	1/1/1971	
5	98832	2	423.81	9	REHAB	NEW SALEM ST	H04S	1/1/1971	
5	98833	3	423.11	8	POINT REPAIR AND REHAB	NEW SALEM ST	H04S	1/1/1970	
5	98835		423.11	10	REHAB	NEW SALEM ST -EASMENT	H04S	1/1/1970	
5	98836	5 	424.29	8	REHAB	NEW SALEM ST -EASIMENT	H04S	1/1/1974	
6	98836	113	425.74	12	REPLACEMENT	GOLETA RD	G04S	1/1/1970	
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6	93027	114	412.25	8	POINT REPAIR AND REHAB	GOLETA RD	G04S	1/1/1971	
7	92978	62	404.31	14	REHAB	ALCAMO RD	G04S	1/1/1971	
7	93004	88	402.17	19	POINT REPAIR AND REHAB	ALCAMO RD	G04S	1/1/1971	
7	93005	89	402.88	18	POINT REPAIR AND REHAB	ALCAMO RD	G04S	1/1/1971	
7	93006	90	403.38	16	REHAB	ALCAMO RD	G04S	1/1/1971	
7	93069	163	401.35	20	POINT REPAIR AND REHAB	ALCAMO RD	G04S	1/1/1971	
7	93071	165	400.55	17	POINT REPAIR AND REHAB	ALCAMO RD	G04S	1/1/1971	

MAP	MAIN	LATERAL	FIELD BOOK	LATERAL	STREET	STREET	
NUMBER	FSN	FSN	PAGE	SIZE	NUMBER	NAME	Comments
2		160555	G03S	4	10940	MARTINIQUE WY	
2		160502	G03S	4	10944	MARTINIQUE WY	
2		160470	G03S	4	10948	MARTINIQUE WY	
2		293634	G03S	4	10952	MARTINIQUE WY	
2		293596	G03S	4	10956	MARTINIQUE WY	
2		293559	G03S	4	10960	MARTINIQUE WY	
2	25500	160286	G03S	4	10964	MARTINIQUE WY	
2		160537	G03S	4	10939	MARTINIQUE WY	
2		160496	G03S	4	10943	MARTINIQUE WY	
2		160451	G03S	4	10947	MARTINIQUE WY	
2		293624	G03S	4	10951	MARTINIQUE WY	
2		293582	G03S	4	10955	MARTINIQUE WY	
2		160309	G03S	4	10959	MARTINIQUE WY	
2		294192	G04S	4	10862	NEW SALEM PL	
2		294168	G04S	4	10870	NEW SALEM PL	
2		294136	G04S	4	10878	NEW SALEM PL	
2		294100	G04S	4	10886	NEW SALEM PL	
2	25614	294074	G04S	4	10891	NEW SALEM PL	
2		294101	G04S	4	10885	NEW SALEM PL	
2		161185	G04S	4	10877	NEW SALEM PL	
2		294177	G04S	4	10869	NEW SALEM PL	
2		161261	G04S	4	10861	NEW SALEM PL	
2	25615	161053	G04S	4	10897	NEW SALEM PL	
2	25618	160963	G04S	4	10908	NEW SALEM PL	
2	23018	160955	G04S	4	10907	NEW SALEM PL	
2		293943	G03S	4	10914	NEW SALEM PL	
2		160864	G03S	4	10920	NEW SALEM PL	
2		160848	G03S	4	10926	NEW SALEM PL	
2	25617	160846	G03S	4	10932	NEW SALEM PL	
2	23017	160842	G03S	4	10931	NEW SALEM PL	
2		160850	G03S	4	10925	NEW SALEM PL	
2		293923	G03S	4	10919	NEW SALEM PL	
2		293953	G03S	4	10913	NEW SALEM PL	
2	25621	160966	G04S	4	10906	WHITEHALL CIR	
2	25021	293979	G04S	4	10907	WHITEHALL CIR	
2		160915	G04S	4	10913	WHITEHALL CIR	

2		160893	G04S	4	10919	WHITEHALL CIR	
2		160861	G04S	4	10925	WHITEHALL CIR	
2	25620	293912	G04S	4	10931	WHITEHALL CIR	
2	23020	293906	G04S	4	10930	WHITEHALL CIR	
2		293910	G04S	4	10924	WHITEHALL CIR	
2		160862	G04S	4	10918	WHITEHALL CIR	
2		293946	G04S	4	10912	WHITEHALL CIR	
3	25629	160977	G04S	4	10904	NEW SALEM CT	
3		FSN not in GIS	G04S	4	10910	NEW SALEM CT	
3		160881	G03S	4	10916	NEW SALEM CT	
3		160870	G03S	4	10922	NEW SALEM CT	
3		160858	G03S	4	10926	NEW SALEM CT	
3	25628	160856	G03S	4	10929	NEW SALEM CT	
3		160855	G03S	4	10923	NEW SALEM CT	
3		293935	G03S	4	10917	NEW SALEM CT	
3		FSN not in GIS	G03S	4	10911	NEW SALEM CT	
3		160959	G03S	4	10905	NEW SALEM CT	
3		161143	G04S	4	9491	REGAN RD	
3		294078	G04S	4	9471	REGAN RD	
3		161057	G04S	4	9451	REGAN RD	
3	25642	161009	G04S	4	9431	REGAN RD	
3	23042	294018	G04S	4	9430	REGAN RD	
3		294048	G04S	4	9450	REGAN RD	
3		161106	G04S	4	9470	REGAN RD	
3		161133	G04S	4	9490	REGAN RD	
3		293981	G04S	4	9411	REGAN RD	
3		160913	G04S	4	9391	REGAN RD	
3		293861	G03S	4	9356	REGAN RD	
3	25643	160840	G03S	4	9368	REGAN RD	
3		293930	G03S	4	9380	REGAN RD	
3		160925	G04S	4	9392	REGAN RD	
3		293983	G04S	4	9410	REGAN RD	
3	25460	160700	G03S	4	9332	REGAN RD	
3	23400	160725	G03S	4	9344	REGAN RD	
3	25459	293856	G03S	4	8030	GLENDA WY	
3	23433	293904	G03S	4	8029	GLENDA WY	
3		160774	G03S	4	8024	GLENDA WY	
3		160784	G03S	4	8018	GLENDA WY	

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3		160788	G03S	4	8012	GLENDA WY	
3	25458	160801	G03S	4	8006	GLENDA WY	
3		160869	G03S	4	8011	GLENDA WY	
3		293916	G03S	4	8017	GLENDA WY	
3		293908	G03S	4	8023	GLENDA WY	
3		FSN not in GIS	G04S	4	10915	GLENDA CT	
3		160972	G04S	4	10907	GLENDA CT	
3	25639	161002	G04S	4	10906	GLENDA CT	
3		160986	G04S	4	10914	GLENDA CT	
3		160939	G04S	4	10922	GLENDA CT	
3		293878	G03S	4	7996	GLENDA WY	
3		160827	G03S	4	7986	GLENDA WY	
3	25457	160838	G03S	4	7976	GLENDA WY	
3		160899	G03S	4	7975	GLENDA WY	
3		160885	G03S	4	7985	GLENDA WY	
3		293905	G03S	4	7966	GLENDA WY	
3		293911	G03S	4	7956	GLENDA WY	
3		160880	G03S	4	7946	GLENDA WY	
3	25637	293949	G03S	4	7936	GLENDA WY	
3	23037	160940	G04S	4	7926	GLENDA WY	
3		160989	G04S	4	7916	GLENDA WY	
3		160916	G03S	4	7945	GLENDA WY	
3		160904	G03S	4	7965	GLENDA WY	
3		161229	G04S	4	8019	NEW SALEM ST	
3		294181	G04S	4	8025	NEW SALEM ST	
3	25641	161240	G04S	4	8031	NEW SALEM ST	
3		294184	G04S	4	8037	NEW SALEM ST	
3		161178	G04S	4	8022	NEW SALEM ST	
3		161117	G04S	4	7980	NEW SALEM ST	
3		294102	G04S	4	7990	NEW SALEM ST	
3		161162	G04S	4	8010	NEW SALEM ST	
3	25640	294135	G04S	4	8016	NEW SALEM ST	
3	23040	161166	G04S	4	7979	NEW SALEM ST	
3		294145	G04S	4	7989	NEW SALEM ST	
3		294160	G04S	4	8007	NEW SALEM ST	
3		161216	G04S	4	8013	NEW SALEM ST	
3		294030	G04S	4	7940	NEW SALEM ST	
3		294044	G04S	4	7950	NEW SALEM ST	

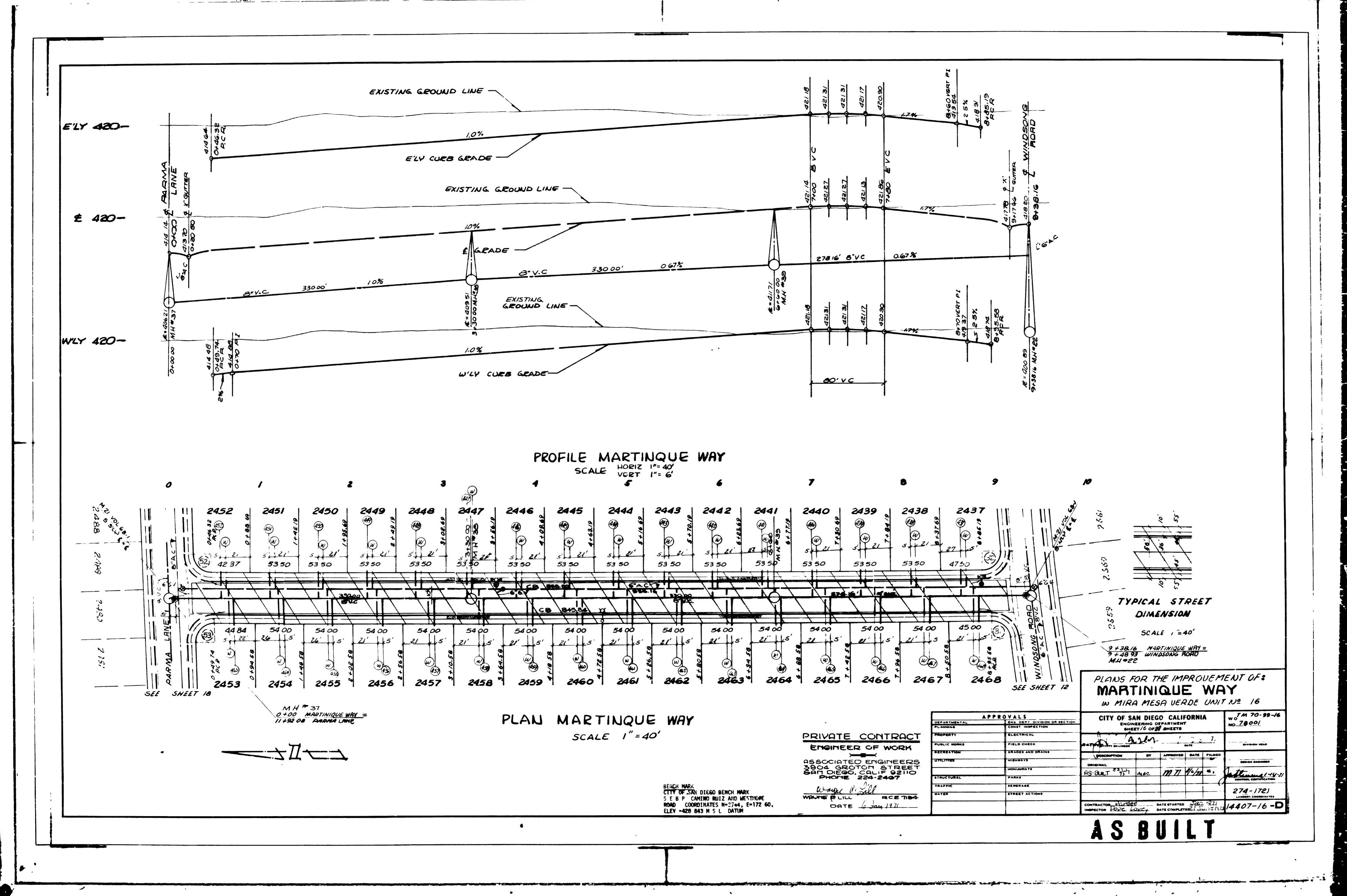
3					ī	ı		
3	3		161078		4	7960	NEW SALEM ST	
161095 GOAS 4 7939 NEW SALEM ST 294092 GOAS 4 7949 NEW SALEM ST 3 294092 GOAS 4 7959 NEW SALEM ST 3 294011 GOAS 4 7969 NEW SALEM ST 3 25636 294066 GOAS 4 7919 NEW SALEM ST 3 25635 294069 GOAS 4 7929 NEW SALEM ST 3 25635 161069 GOAS 4 7909 NEW SALEM ST 3 25635 161069 GOAS 4 7909 NEW SALEM ST 4 161146 GOAS 4 10818 ESMOND CT 4 4 161109 GOAS 4 10818 ESMOND CT 4 4 161028 GOAS 4 10828 ESMOND CT 4 4 160929 GOAS 4 10838 ESMOND CT 4 25644 25644 293958 GOAS 4 10857 ESMOND CT 4 294022 GOAS 4 10857 ESMOND CT 4 294022 GOAS 4 10857 ESMOND CT 4 294029 GOAS 4 10857 ESMOND CT 4 294058 GOAS 4 10837 ESMOND CT 4 294059 GOAS 4 10837 ESMOND CT 4 294059 GOAS 4 10837 ESMOND CT 4 294059 GOAS 4 10857 ESMOND CT 4 294059 GOAS 4 10858 ESMOND CT 4 25471 160841 GOAS 4 10868 ESMOND CT 4 25470 160768 GOAS 4 10868 ESMOND CT 4 25470 160768 GOAS 4 10868 ESMOND CT 4 29384 GOAS 4 10868 ESMOND CT 4 29384 GOAS 4 10857 ESMOND CT 4 29384 GOAS 4 10858 ESMOND CT 4 25470 160768 GOAS 4 10857 ESMOND CT 4 25470 160768 GOAS 4 10858 ESMOND CT 4 25470 160768 GOAS 4 10858 ESMOND CT 4 25470 160768 GOAS 4 10858 ESMOND CT 4 25470 160768 GOAS 4 10857		25638			4		NEW SALEM ST	
3 294092 G045 4 7959 NEW SALEM ST 3 25636 294066 G045 4 7969 NEW SALEM ST 3 25636 294069 G045 4 7929 NEW SALEM ST 3 25635 161069 G045 4 7929 NEW SALEM ST 3 25645 294182 G045 4 10808 ESMOND CT 4 161146 G045 4 10808 ESMOND CT 4 294052 G045 4 10818 ESMOND CT 4 294052 G045 4 10838 ESMOND CT 4 294054 G045 4 10838 ESMOND CT 4 294059 G045 4 10838 ESMOND CT 4 25644 25644 25644 26645 4 10848 ESMOND CT 4 25644 25644 294052 G045 4 10848 ESMOND CT 4 25644 25644 26645 4 10848 ESMOND CT 4 25644 294059 G045 4 10848 ESMOND CT 4 25646 294059 G045 4 10847 ESMOND CT 4 294068 G045 4 10847 ESMOND CT 4 294079 G045 4 10847 ESMOND CT 4 29408 G045 4 10847 ESMOND CT 4 25471 160790 G035 4 10867 ESMOND CT 4 25470 16078 G035 4 10867 ESMOND CT 4 293844 G035 4 10867 ESMOND CT 4 293845 G035 4 8108 ELSTON PL 4 4 2440 160767 G035 4 8116 ELSTON PL 4 4 2440 160767 G035 4 8140 ELSTON PL 4 4 2440 160767 G035 4 8140 ELSTON PL 4 4 2440 160767 G035 4 8140 ELSTON PL 4 4 2440 160767 G035 4 8140 ELSTON PL 4 4 2440 160767 G035 4 8140 ELSTON PL 4 4 2440 160767 G035 4 8140 ELSTON PL 4 4 160768 160767 G035 4 8140 ELSTON PL 4 4 16076		23030	161095		4		NEW SALEM ST	
3 294111 G04S 4 7969 NEW SALEM ST	3			G04S	4	7949		
3 25636 294066 G04S 4 7919 NEW SALEM ST	3		294092	G04S	4	7959	NEW SALEM ST	
3 25636 294069 G04S 4 7929 NEW SALEM ST	3		294111	G04S	4	7969	NEW SALEM ST	
3	3	25636	294066	G04S	4	7919	NEW SALEM ST	
3	3	25050	294069	G04S	4	7929	NEW SALEM ST	
161146	3	25635	161069	G04S	4	7909	NEW SALEM ST	
161109	3	25645	294182	G04S	4	8110-8111	NEW SALEM ST	
A	4		161146	G04S	4	10808	ESMOND CT	
161028	4		161109	G04S	4	10818	ESMOND CT	
160975 G04S 4 10848 ESMOND CT	4		294052	G04S	4	10828	ESMOND CT	
160929 G04S 4 10858 ESMOND CT	4		161028	G04S	4	10838	ESMOND CT	
A	4		160975	G04S	4	10848	ESMOND CT	
4 293958 G04S 4 10857 ESMOND CT 4 293989 G04S 4 10837 ESMOND CT 4 294022 G04S 4 10837 ESMOND CT 4 294058 G04S 4 10827 ESMOND CT 4 294079 G04S 4 10817 ESMOND CT 4 294109 G04S 4 10807 ESMOND CT 4 160790 G03S 4 10888 ESMOND CT 4 25471 160841 G03S 4 10868 ESMOND CT 4 293932 G03S 4 10868 ESMOND CT 4 25470 160778 G03S 4 10867 ESMOND CT 4 25470 160778 G03S 4 8108 ELSTON PL 4 293854 G03S 4 8116 ELSTON PL 4 160769 G03S 4 8132 ELSTON PL 4 160768 G03S 4 8140 ELSTON PL	4	25644	160929	G04S	4	10858	ESMOND CT	
4 294022 G04S 4 10837 ESMOND CT 4 294058 G04S 4 10827 ESMOND CT 4 294079 G04S 4 10817 ESMOND CT 4 294109 G04S 4 10807 ESMOND CT 4 160790 G03S 4 10888 ESMOND CT 4 25471 160841 G03S 4 10868 ESMOND CT 4 293932 G03S 4 10868 ESMOND CT 4 293944 G03S 4 10867 ESMOND CT 4 25470 160778 G03S 4 8108 ELSTON PL 4 293854 G03S 4 8116 ELSTON PL 4 160769 G03S 4 8124 ELSTON PL 4 160768 G03S 4 8132 ELSTON PL 4 160767 G03S 4 8140 ELSTON PL	4	23044	293958	G04S	4	10857	ESMOND CT	
4 294058 G04S 4 10827 ESMOND CT 4 294079 G04S 4 10817 ESMOND CT 4 294109 G04S 4 10807 ESMOND CT 4 4 160790 G03S 4 10878 ESMOND CT 4 25471 160841 G03S 4 10868 ESMOND CT 4 293932 G03S 4 10867 ESMOND CT 4 25470 160778 G03S 4 8108 ELSTON PL 4 293854 G03S 4 8116 ELSTON PL 4 160769 G03S 4 8124 ELSTON PL 4 160768 G03S 4 8132 ELSTON PL 4 160767 G03S 4 8140 ELSTON PL	4		293989	G04S	4	10847	ESMOND CT	
4 294079 G04S 4 10817 ESMOND CT 4 294109 G04S 4 10807 ESMOND CT 4 160790 G03S 4 10888 ESMOND CT 4 160841 G03S 4 10868 ESMOND CT 293932 G03S 4 10867 ESMOND CT 4 293944 G03S 4 10867 ESMOND CT 4 25470 160778 G03S 4 8108 ELSTON PL 4 293854 G03S 4 8116 ELSTON PL 4 160769 G03S 4 8124 ELSTON PL 4 160768 G03S 4 8132 ELSTON PL 4 160767 G03S 4 8140 ELSTON PL	4		294022	G04S	4	10837	ESMOND CT	
4 294109 G04S 4 10807 ESMOND CT 4 160790 G03S 4 10888 ESMOND CT 4 160841 G03S 4 10878 ESMOND CT 4 293932 G03S 4 10868 ESMOND CT 4 293944 G03S 4 10867 ESMOND CT 4 25470 160778 G03S 4 8108 ELSTON PL 4 293854 G03S 4 8116 ELSTON PL 4 160769 G03S 4 8124 ELSTON PL 4 160768 G03S 4 8132 ELSTON PL 4 160767 G03S 4 8140 ELSTON PL	4		294058	G04S	4	10827	ESMOND CT	
4 25471 160790 G03S 4 10888 ESMOND CT 4 160841 G03S 4 10878 ESMOND CT 293932 G03S 4 10868 ESMOND CT 4 293944 G03S 4 10867 ESMOND CT 4 25470 160778 G03S 4 8108 ELSTON PL 4 293854 G03S 4 8116 ELSTON PL 4 160769 G03S 4 8124 ELSTON PL 4 160768 G03S 4 8132 ELSTON PL 4 160767 G03S 4 8140 ELSTON PL	4		294079	G04S	4	10817	ESMOND CT	
4 25471 160841 G03S 4 10878 ESMOND CT 4 293932 G03S 4 10868 ESMOND CT 4 293944 G03S 4 10867 ESMOND CT 4 25470 160778 G03S 4 8108 ELSTON PL 4 293854 G03S 4 8116 ELSTON PL 4 160769 G03S 4 8124 ELSTON PL 4 160768 G03S 4 8132 ELSTON PL 4 160767 G03S 4 8140 ELSTON PL	4		294109	G04S	4	10807	ESMOND CT	
4 25471 293932 G03S 4 10868 ESMOND CT 4 293944 G03S 4 10867 ESMOND CT 4 25470 160778 G03S 4 8108 ELSTON PL 4 293854 G03S 4 8116 ELSTON PL 4 160769 G03S 4 8124 ELSTON PL 4 160768 G03S 4 8132 ELSTON PL 4 160767 G03S 4 8140 ELSTON PL	4		160790	G03S	4	10888	ESMOND CT	
4 293932 G03S 4 10868 ESMOND CT 4 293944 G03S 4 10867 ESMOND CT 4 25470 160778 G03S 4 8108 ELSTON PL 4 293854 G03S 4 8116 ELSTON PL 4 160769 G03S 4 8124 ELSTON PL 4 160768 G03S 4 8132 ELSTON PL 4 160767 G03S 4 8140 ELSTON PL	4	25/171	160841	G03S	4	10878	ESMOND CT	
4 25470 160778 G03S 4 8108 ELSTON PL 4 293854 G03S 4 8116 ELSTON PL 4 160769 G03S 4 8124 ELSTON PL 4 160768 G03S 4 8132 ELSTON PL 4 160767 G03S 4 8140 ELSTON PL	4	25471	293932	G03S	4	10868	ESMOND CT	
4 293854 G03S 4 8116 ELSTON PL 4 160769 G03S 4 8124 ELSTON PL 4 160768 G03S 4 8132 ELSTON PL 4 160767 G03S 4 8140 ELSTON PL	4		293944	G03S	4	10867	ESMOND CT	
4 160769 G03S 4 8124 ELSTON PL 4 160768 G03S 4 8132 ELSTON PL 4 160767 G03S 4 8140 ELSTON PL	4	25470	160778	G03S	4	8108	ELSTON PL	
4 160768 G03S 4 8132 ELSTON PL 4 160767 G03S 4 8140 ELSTON PL	4		293854	G03S	4	8116	ELSTON PL	
4 160767 G03S 4 8140 ELSTON PL	4		160769	G03S	4	8124	ELSTON PL	
	4				4			
4 160765 G03S 4 8148 ELSTON PL	4		160767	G03S	4	8140		
	4		160765	G03S	4	8148		
4 160762 G03S 4 8156 ELSTON PL	4		160762	G03S	4	8156	ELSTON PL	
4 25469 160761 G03S 4 8164 ELSTON PL	4	25469	160761	G03S	4	8164	ELSTON PL	
4 293903 G03S 4 8111 ELSTON PL	4		293903	G03S	4	8111	ELSTON PL	
4 293902 G03S 4 8121 ELSTON PL	4			G03S	4	8121	ELSTON PL	
4 293901 G03S 4 8131 ELSTON PL	4		293901	G03S	4	8131	ELSTON PL	
4 293900 G03S 4 8141 ELSTON PL	4		293900	G03S	4	8141	ELSTON PL	

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4	4		293898		4		ELSTON PL	
4 29488 293897 G03S 4 8171 ELSTON PL	4				4		ELSTON PL	
4	4	25468			4			
16113	4	25400	293897	G03S	4	8171	ELSTON PL	
4	4				4	10808	NEW SALEM PT	
4	4		161113	G04S	4	10816	NEW SALEM PT	
1	4		294059	G04S	4	10824	NEW SALEM PT	
1	4		294017	G04S	4	10832	NEW SALEM PT	
1	4		293995	G04S	4	10840	NEW SALEM PT	
160996	4		293991	G04S	4	10848	NEW SALEM PT	
161029 G045 4 10839 NEW SALEM PT	4	25648	160993	G04S	4	10856	NEW SALEM PT	
161029 G04S 4 10831 NEW SALEM PT	4		160996	G04S	4	10847	NEW SALEM PT	
1	4		293999	G04S	4	10839	NEW SALEM PT	
161107	4		161029	G04S	4	10831	NEW SALEM PT	
161139	4		294049	G04S	4	10823	NEW SALEM PT	
S	4		161107	G04S	4	10815	NEW SALEM PT	
S	4		161139	G04S	4	10807	NEW SALEM PT	
S	5		160758	G03S	4	8180	ELSTON PL	
160753	5		160756	G03S	4	8188	ELSTON PL	
S	5		160754	H03S	4	8210	ELSTON PL	
160750	5		160753	H03S	4	8220	ELSTON PL	
S	5		160751	H03S	4	8230	ELSTON PL	
S	5	25/168	160750	H03S	4	8240	ELSTON PL	
S	5	23408	160829	H03S	4	8241	ELSTON PL	
5 160834 H03S 4 8211 ELSTON PL 5 293895 H03S 4 8191 ELSTON PL 5 160835 G03S 4 8181 ELSTON PL 5 294104 H04S 4 10806 NEW SALEM TR 5 161105 H04S 4 10814 NEW SALEM TR 5 294050 H04S 4 10822 NEW SALEM TR 5 294014 H04S 4 10830 NEW SALEM TR 5 293991 H04S 4 10838 NEW SALEM TR 5 160982 H04S 4 10846 NEW SALEM TR 5 160980 H04S 4 10857 NEW SALEM TR 5 160980 H04S 4 10849 NEW SALEM TR	5		293892	H03S	4	8231	ELSTON PL	
S	5		293894	H03S	4	8221	ELSTON PL	
5 160835 G03S 4 8181 ELSTON PL 5 294104 H04S 4 10806 NEW SALEM TR 5 161105 H04S 4 10814 NEW SALEM TR 5 294050 H04S 4 10822 NEW SALEM TR 5 294014 H04S 4 10830 NEW SALEM TR 5 293991 H04S 4 10846 NEW SALEM TR 5 160982 H04S 4 10846 NEW SALEM TR 5 160981 H04S 4 10857 NEW SALEM TR 5 160980 H04S 4 10849 NEW SALEM TR	5		160834	H03S	4	8211	ELSTON PL	
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5 5 294050 H04S 4 10814 NEW SALEM TR 294050 H04S 4 10822 NEW SALEM TR 294014 H04S 4 10830 NEW SALEM TR 5 293991 H04S 4 10838 NEW SALEM TR 5 160982 H04S 4 10846 NEW SALEM TR 5 160981 H04S 4 10857 NEW SALEM TR 5 160980 H04S 4 10849 NEW SALEM TR	5		160835	G03S	4	8181	ELSTON PL	
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5 294014 H04S 4 10830 NEW SALEM TR 5 293991 H04S 4 10838 NEW SALEM TR 5 160982 H04S 4 10846 NEW SALEM TR 5 160981 H04S 4 10857 NEW SALEM TR 5 160980 H04S 4 10849 NEW SALEM TR	5		161105	H04S	4	10814	NEW SALEM TR	
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5 31630 160981 H04S 4 10857 NEW SALEM TR 5 160980 H04S 4 10849 NEW SALEM TR	5		293991	H04S	4	10838	NEW SALEM TR	
5 160980 H04S 4 10849 NEW SALEM TR	5		160982	H04S	4	10846	NEW SALEM TR	
	5	31630	160981	H04S	4	10857	NEW SALEM TR	
5 160979 H04S 4 10841 NEW SALEM TR	5		160980	H04S	4	10849	NEW SALEM TR	
	5		160979	H04S	4	10841	NEW SALEM TR	

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161099	_				4		NEW SALEM TR	
S					4		NEW SALEM TR	
S					4		NEW SALEM TR	
S	5		161134	H04S	4	10809	NEW SALEM TR	
S	5		161136	H04S	4	10808	DEERING ST	
S	5		294076	H04S	4	10816	DEERING ST	
160974	5		161059	H04S	4	10824	DEERING ST	
160933	5		294012	H04S	4	10832	DEERING ST	
S S S S S S S S S S	5		160974	H04S	4	10840	DEERING ST	
S	5		160933	H04S	4	10848	DEERING ST	
S	5	21626	160897	H04S	4	10856	DEERING ST	
5 293977 H04S 4 10835 DEERING ST 5 294001 H04S 4 10829 DEERING ST 5 294031 H04S 4 10829 DEERING ST 5 294070 H04S 4 10817 DEERING ST 5 294099 H04S 4 10809 DEERING ST 6 161431 GO4S 4 7952 GOLETA RD 6 294324 GO4S 4 7950 GOLETA RD 6 161450 GO4S 4 7968 GOLETA RD 6 161461 GO4S 4 7994 GOLETA RD 7 294335 GO4S 4 7994 GOLETA RD 7 294511 GO4S 4 7749 ALCAMO RD 7 294511 GO4S 4 7752 ALCAMO RD 7 25688 161688 GO4S 4 7752 ALCAMO RD 7	5	31030	160884	H04S	4	10849	DEERING ST	
5 294000 H04S 4 10829 DEERING ST 5 294031 H04S 4 10823 DEERING ST 5 294070 H04S 4 10817 DEERING ST 5 294099 H04S 4 10809 DEERING ST 6 294099 H04S 4 10809 DEERING ST 6 161431 G04S 4 7952 GOLETA RD 6 294324 G04S 4 7960 GOLETA RD 6 161450 G04S 4 7974 GOLETA RD 6 294335 G04S 4 7982 GOLETA RD 7 294511 G04S 4 7749 ALCAMO RD 7 294511 G04S 4 7759 ALCAMO RD 7 25688 161680 G04S 4 7759 ALCAMO RD 7 294498 G04S 4 7768 ALCAMO RD 7	5		160902	H04S	4	10841	DEERING ST	
5 294031 H04S 4 10823 DEERING ST 5 294070 H04S 4 10817 DEERING ST 5 294099 H04S 4 10809 DEERING ST 6 161431 Go4S 4 7952 GOLETA RD 6 294324 G04S 4 7960 GOLETA RD 6 161450 G04S 4 7988 GOLETA RD 6 161461 G04S 4 7974 GOLETA RD 7 294335 G04S 4 7982 GOLETA RD 7 294335 G04S 4 7982 GOLETA RD 7 294335 G04S 4 7789 ALCAMO RD 7 161688 G04S 4 7752 ALCAMO RD 7 25688 161680 G04S 4 7759 ALCAMO RD 7 294498 G04S 4 7769 ALCAMO RD 7 <td< td=""><td>5</td><td></td><td>293977</td><td>H04S</td><td>4</td><td>10835</td><td>DEERING ST</td><td></td></td<>	5		293977	H04S	4	10835	DEERING ST	
S	5		294000	H04S	4	10829	DEERING ST	
5 294099 H04S 4 10809 DEERING ST 6 161431 G04S 4 7952 GOLETA RD 6 294324 G04S 4 7968 GOLETA RD 6 161450 G04S 4 7968 GOLETA RD 6 161461 G04S 4 7974 GOLETA RD 7 294335 G04S 4 7982 GOLETA RD 7 294511 G04S 4 7749 ALCAMO RD 7 161688 G04S 4 7759 ALCAMO RD 7 25688 161680 G04S 4 7759 ALCAMO RD 7 294498 G04S 4 7769 ALCAMO RD 7 294469 G04S 4 7789 ALCAMO RD 7 294469 G04S 4 7789 ALCAMO RD 7 25689 161671 G04S 4 7789 ALCAMO RD <td< td=""><td>5</td><td></td><td>294031</td><td>H04S</td><td>4</td><td>10823</td><td>DEERING ST</td><td></td></td<>	5		294031	H04S	4	10823	DEERING ST	
161431 G045 4 7952 GOLETA RD	5		294070	H04S	4	10817	DEERING ST	
Company	5		294099	H04S	4	10809	DEERING ST	
6 25661 161450 GO4S 4 7968 GOLETA RD 6 161461 GO4S 4 7974 GOLETA RD 6 294335 GO4S 4 7982 GOLETA RD 7 294511 GO4S 4 7749 ALCAMO RD 7 161688 GO4S 4 7752 ALCAMO RD 7 25688 161680 GO4S 4 7759 ALCAMO RD 7 25688 161680 GO4S 4 7759 ALCAMO RD 7 294498 GO4S 4 7769 ALCAMO RD 7 294469 GO4S 4 7779 ALCAMO RD 7 25689 161671 GO4S 4 7809 ALCAMO RD 7 161665 GO4S 4 7817 ALCAMO RD 7 25690 161661 GO4S 4 7816 ALCAMO RD 7 25690 294416 GO4S	6		161431	G04S	4	7952	GOLETA RD	
161461 G04S 4 7974 GOLETA RD	6		294324	G04S	4	7960	GOLETA RD	
6 294335 G04S 4 7982 GOLETA RD 7 294511 G04S 4 7749 ALCAMO RD 7 161688 G04S 4 7752 ALCAMO RD 7 161711 G04S 4 7759 ALCAMO RD 7 294498 G04S 4 7768 ALCAMO RD 7 294484 G04S 4 7779 ALCAMO RD 7 294469 G04S 4 7789 ALCAMO RD 7 25689 161671 G04S 4 7789 ALCAMO RD 7 25689 161665 G04S 4 7817 ALCAMO RD 7 294416 G04S 4 7817 ALCAMO RD 7 294416 G04S 4 7816 ALCAMO RD 7 294416 G04S 4 7824 ALCAMO RD 7 294449 G04S 4 7832 ALCAMO RD 7	6	25661	161450	G04S	4	7968	GOLETA RD	
7 294511 G04S 4 7749 ALCAMO RD 7 161688 G04S 4 7752 ALCAMO RD 7 25688 161711 G04S 4 7759 ALCAMO RD 7 294498 G04S 4 7768 ALCAMO RD 7 294484 G04S 4 7779 ALCAMO RD 7 294469 G04S 4 7789 ALCAMO RD 7 25689 161671 G04S 4 7809 ALCAMO RD 7 25689 161665 G04S 4 7817 ALCAMO RD 7 25690 161611 G04S 4 7817 ALCAMO RD 7 25690 294416 G04S 4 7824 ALCAMO RD 7 254499 G04S 4 7832 ALCAMO RD 7 294416 G04S 4 7832 ALCAMO RD 7 294449 G04S 4	6		161461	G04S	4	7974	GOLETA RD	
7 161688 G04S 4 7752 ALCAMO RD 7 161711 G04S 4 7759 ALCAMO RD 7 25688 161680 G04S 4 7768 ALCAMO RD 7 294498 G04S 4 7769 ALCAMO RD 7 294469 G04S 4 7779 ALCAMO RD 7 25689 161671 G04S 4 7789 ALCAMO RD 7 25689 161665 G04S 4 7809 ALCAMO RD 7 161611 G04S 4 7817 ALCAMO RD 7 25690 161611 G04S 4 7816 ALCAMO RD 7 25690 294416 G04S 4 7824 ALCAMO RD 7 254449 G04S 4 7832 ALCAMO RD 7 294449 G04S 4 7825 ALCAMO RD 7 294452 G04S 4	6		294335	G04S	4	7982	GOLETA RD	
7 25688 161711 GO4S 4 7759 ALCAMO RD 7 25688 161680 GO4S 4 7768 ALCAMO RD 7 294498 GO4S 4 7769 ALCAMO RD 7 294469 GO4S 4 7779 ALCAMO RD 7 294469 GO4S 4 7789 ALCAMO RD 7 25689 161671 GO4S 4 7809 ALCAMO RD 7 161665 GO4S 4 7817 ALCAMO RD 7 25689 161611 GO4S 4 7816 ALCAMO RD 7 25690 294416 GO4S 4 7824 ALCAMO RD 7 25690 294417 GO4S 4 7832 ALCAMO RD 7 294449 GO4S 4 7825 ALCAMO RD 7 294452 GO4S 4 7833 ALCAMO RD	7		294511	G04S	4	7749	ALCAMO RD	
7 25688 161680 G04S 4 7768 ALCAMO RD 7 294498 G04S 4 7769 ALCAMO RD 7 294484 G04S 4 7779 ALCAMO RD 7 294469 G04S 4 7789 ALCAMO RD 7 25689 161671 G04S 4 7809 ALCAMO RD 7 161665 G04S 4 7817 ALCAMO RD 7 25690 161611 G04S 4 7816 ALCAMO RD 7 25690 294416 G04S 4 7824 ALCAMO RD 7 294499 G04S 4 7832 ALCAMO RD 7 294452 G04S 4 7825 ALCAMO RD	7		161688	G04S	4	7752	ALCAMO RD	
7 294498 G04S 4 7769 ALCAMO RD 7 294484 G04S 4 7779 ALCAMO RD 7 294469 G04S 4 7789 ALCAMO RD 7 25689 161671 G04S 4 7809 ALCAMO RD 7 161665 G04S 4 7817 ALCAMO RD 7 25690 161611 G04S 4 7816 ALCAMO RD 7 25690 294416 G04S 4 7824 ALCAMO RD 7 294449 G04S 4 7832 ALCAMO RD 7 294449 G04S 4 7825 ALCAMO RD 7 294452 G04S 4 7833 ALCAMO RD	7		161711	G04S	4	7759	ALCAMO RD	
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XI. AS-BUILT RECORD DRAWINGS

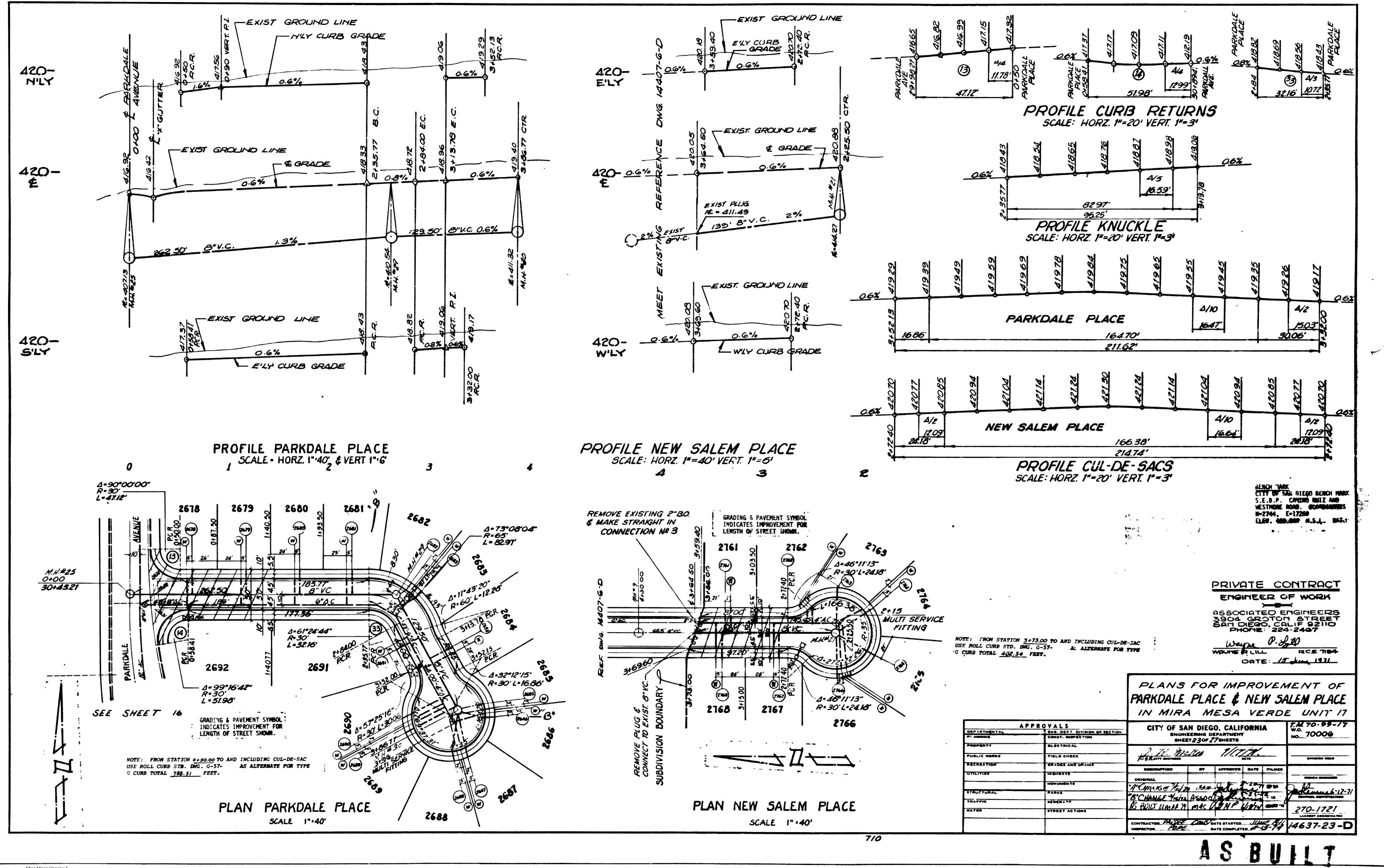


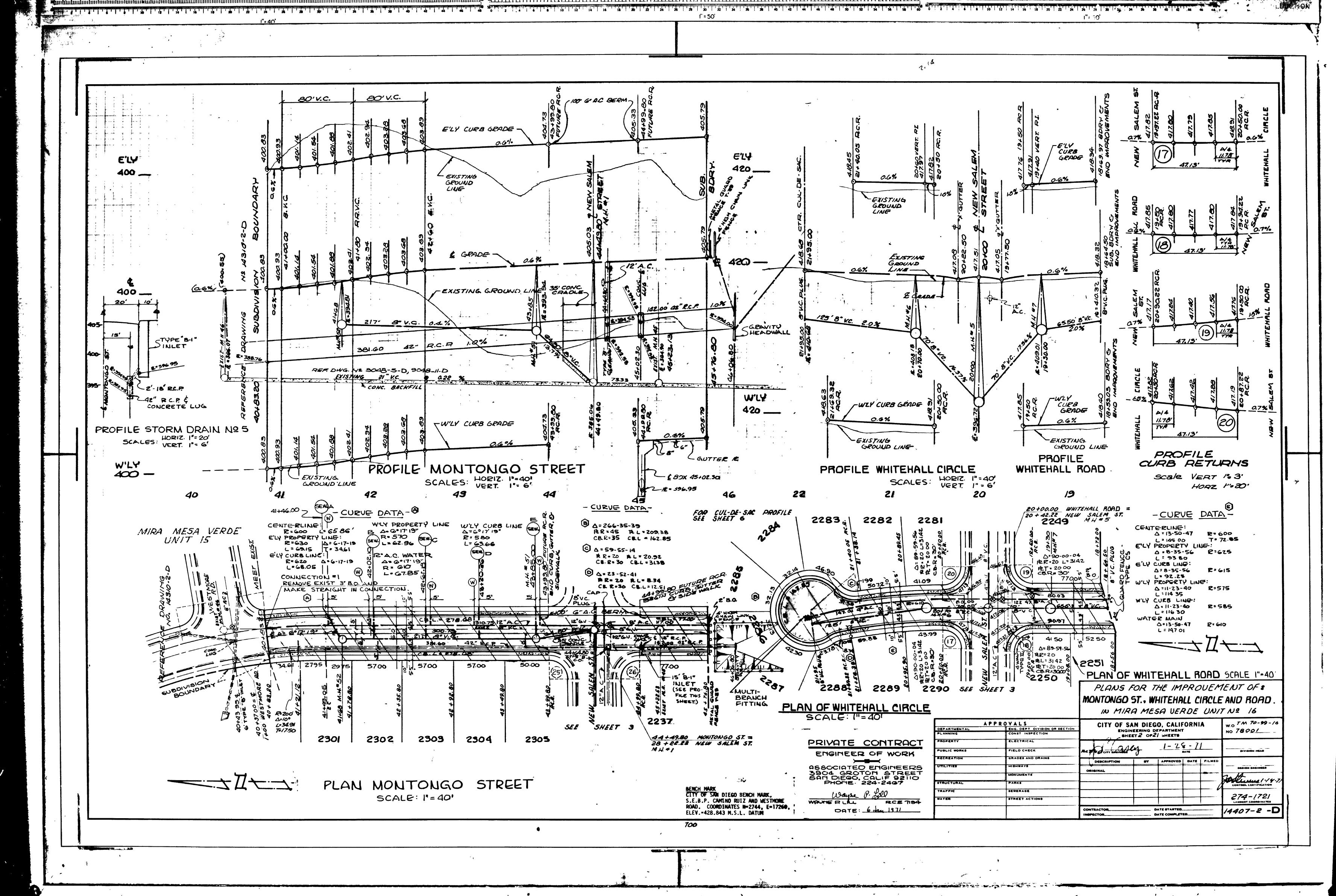
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PROFILE STORM DRAIN Nº G SCALE HOY3 1'=40' Vert 1"= G' EXISTING GROUND LINE N'LY 420 ___ 0.7% N'LY CURB GRADE EXISTING GEOUND LINE -SILY 415 _ S'LY CURB GRADE-544 80'VC PROFILE NEW SALEM STREET

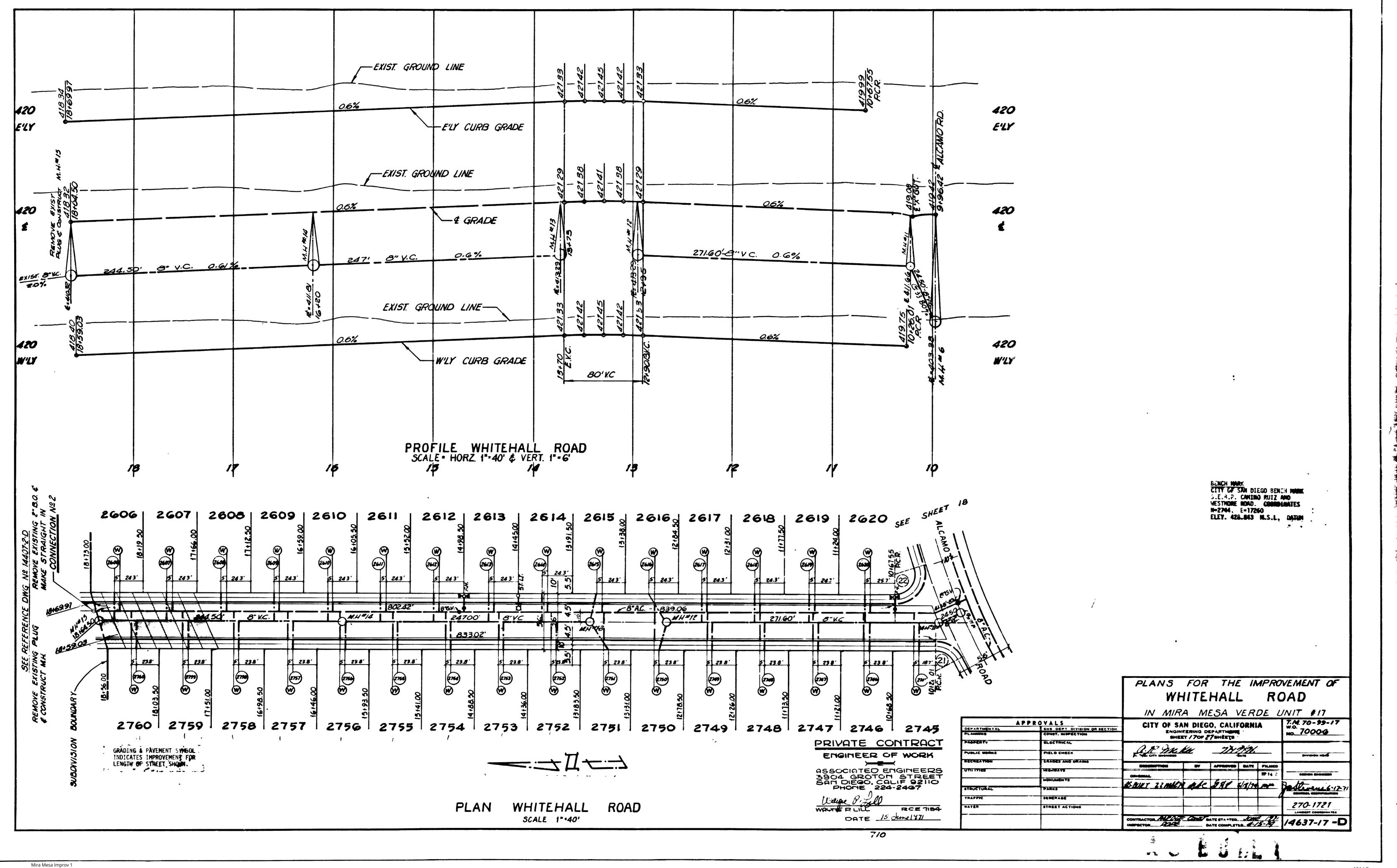
SCALES HORIZ I" = 40'
VERT I" = 6' - 405 PROFILE CURB RETURNS SCALE HORZ /= 20' VERT /=3' SHEET 9 SEE SHEET 6 20+42 22 NEW SALEM ST = 20+00 WHITEHALL BOAD & CIRCLE MH #5 25 + 57 22 NEW SALEM ST. = 0+00 NEW SALEM COURT M.H.#2 23 + 09 22 NEW SALEM 57. = M-21 VOL 68-1 5' N'LY NEW SALEM ST 2305 **2306** 28+22.22 NEW SALEM ST. = D=89-59-56 H PR=ZD L=3142 N PT=ZD 00 CBR=30 8000 0 0 0 00 04 0 R=20 L=3142 ∆=89-59 56 0 R R+20 L=3142 95 80 00 47 10 (25) 28+27.22 M.H. 41 TYPICAL STREET PIMENSIONS SCALE 1"=40" 5500 3 22 52 50 55,00 5250 5250 PLANS FOR THE IMPROVEMENT OF: NEW SALEM STREET 2237 & SEE SHEET 2 IN MIRA MESA VERDE UNIT Nº 16 2242 2241 2240 2238 TM 70-99-16 NO 7800/ CITY OF SAN DIEGO, CALIFORNIA ENGINEERING DEPARTMENT SHEET 3 OF 29 SHEETS 2244 2243 APPROVALS

ENG DEPT DIVISION OR SECTION 2246 SEE SHEET 2 PRIVATE CONTRACT ELECTRICAL DATE IN DIVISION HEAD ENGINEER OF WORK ASSOCIATED ENGINEERS 3904 GROTON STREET SAN DIEGO, CALIF 92110 PHONE 224-2467 PLAN NEW SALEM STREET A' CHANGE B"CHANGE CONTROL CERTIFICATION SCALE 1"=40' BENCH MARK
CITY OF SAN DIEGO BENCH MARK
S E.B P CAMINO RUIZ AND JESTMORE
ROAD COORDINATES N=2744, E=17260,
ELEV =428 843 M S L DATUM WALKE PLILL RCE 7194 274-1721 CONTRACTOR HANDE DATE STARTED JAN 71 14407-3 -D DATE 6 da 1111

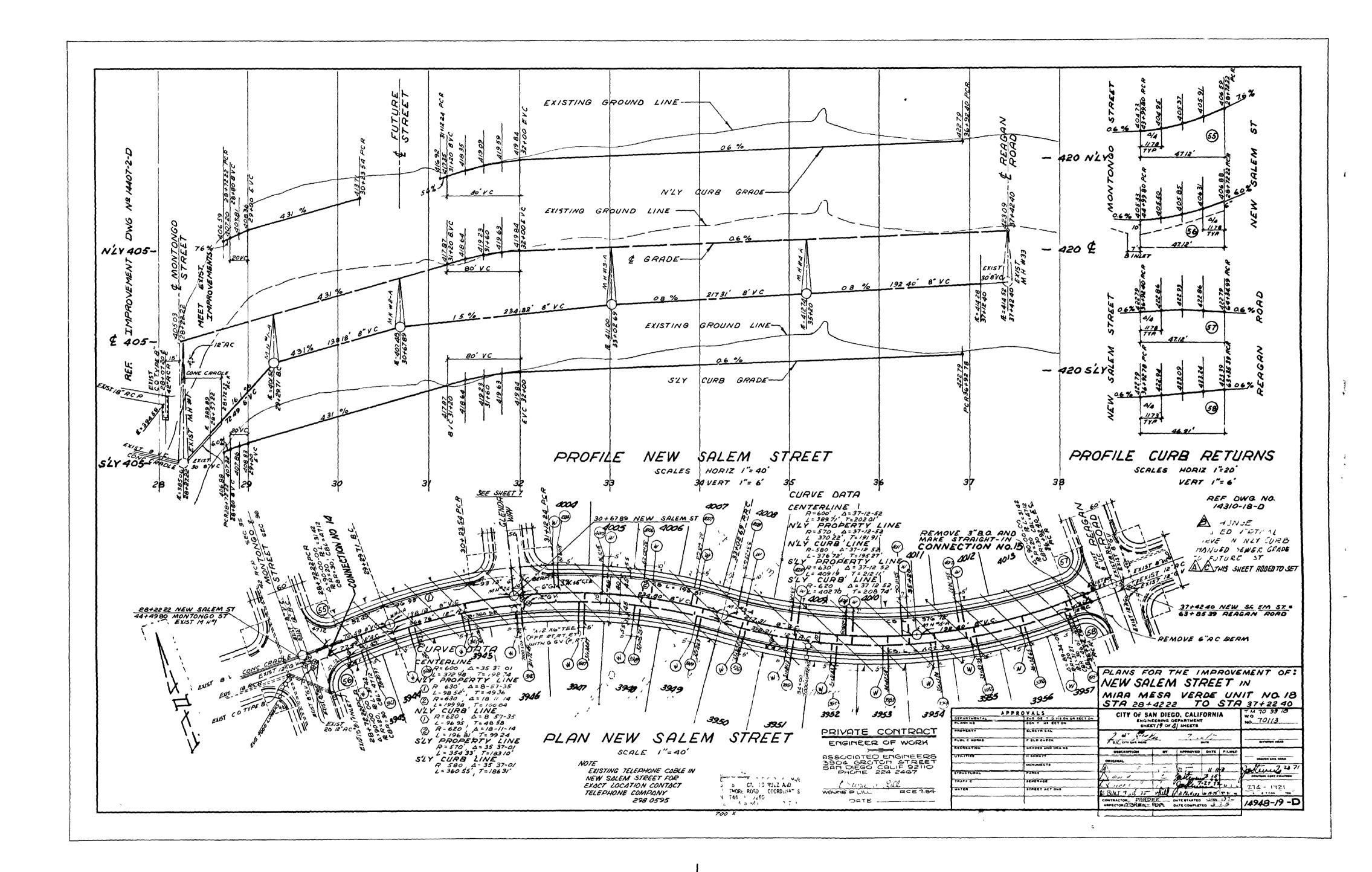


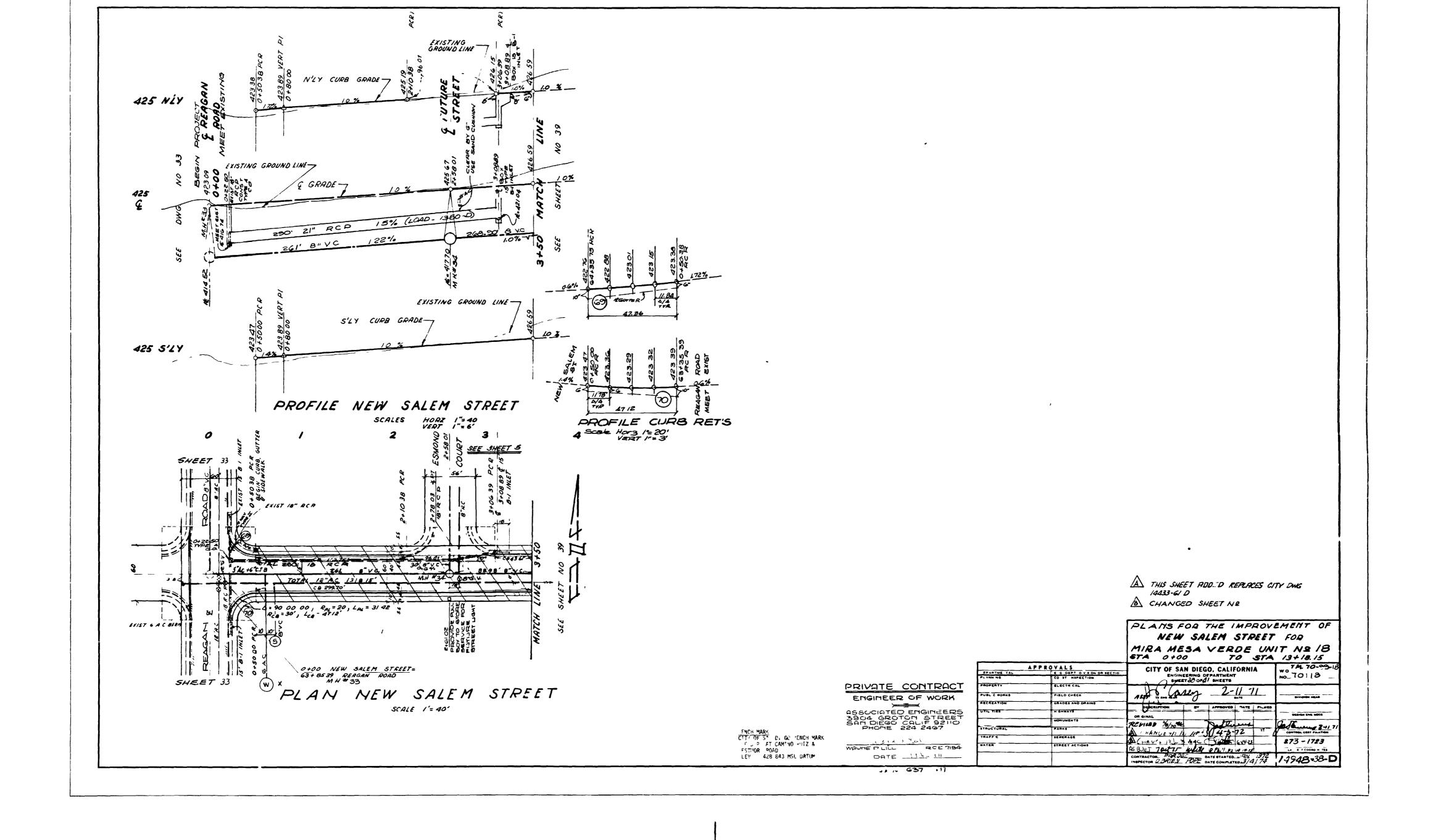


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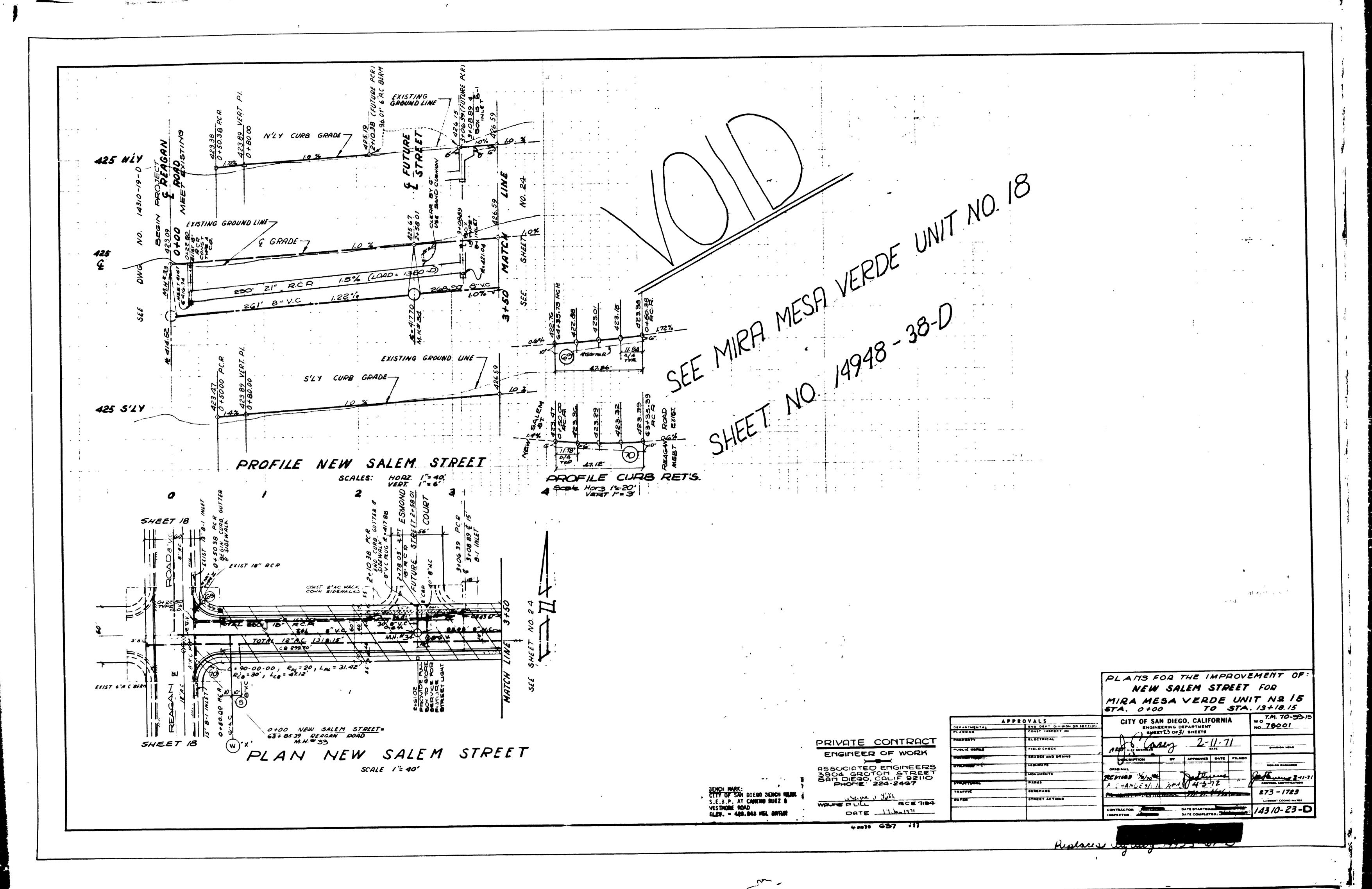
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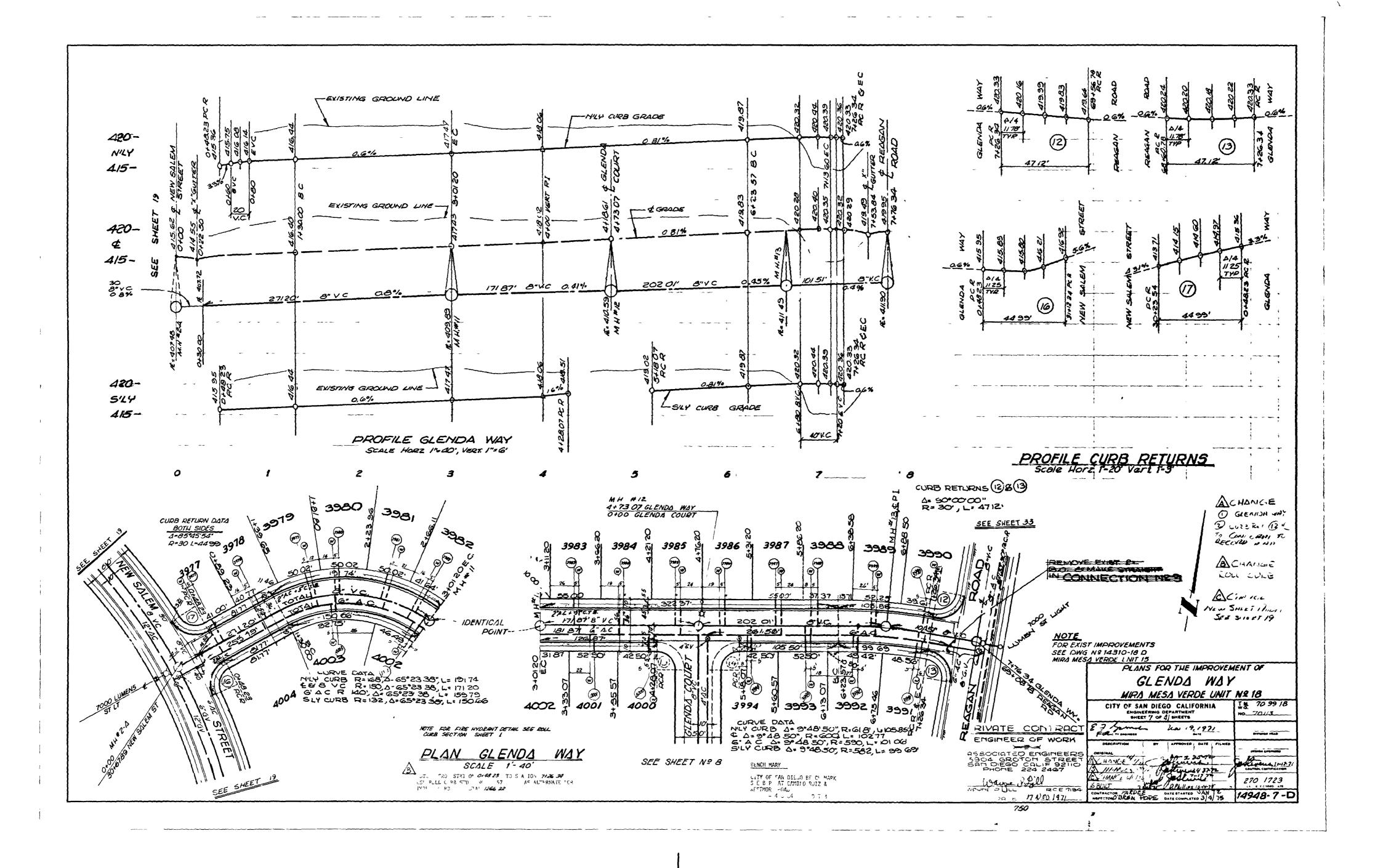
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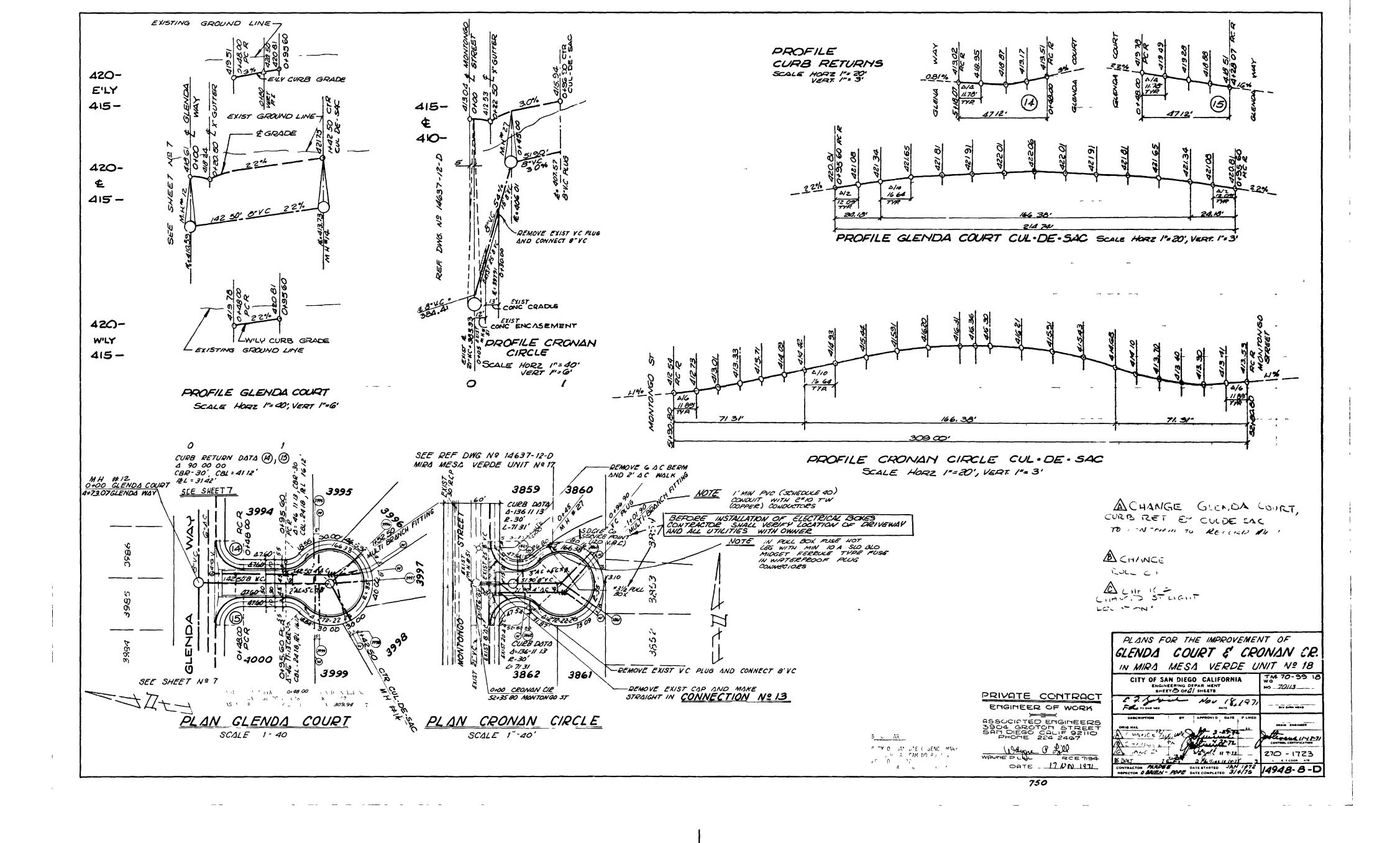


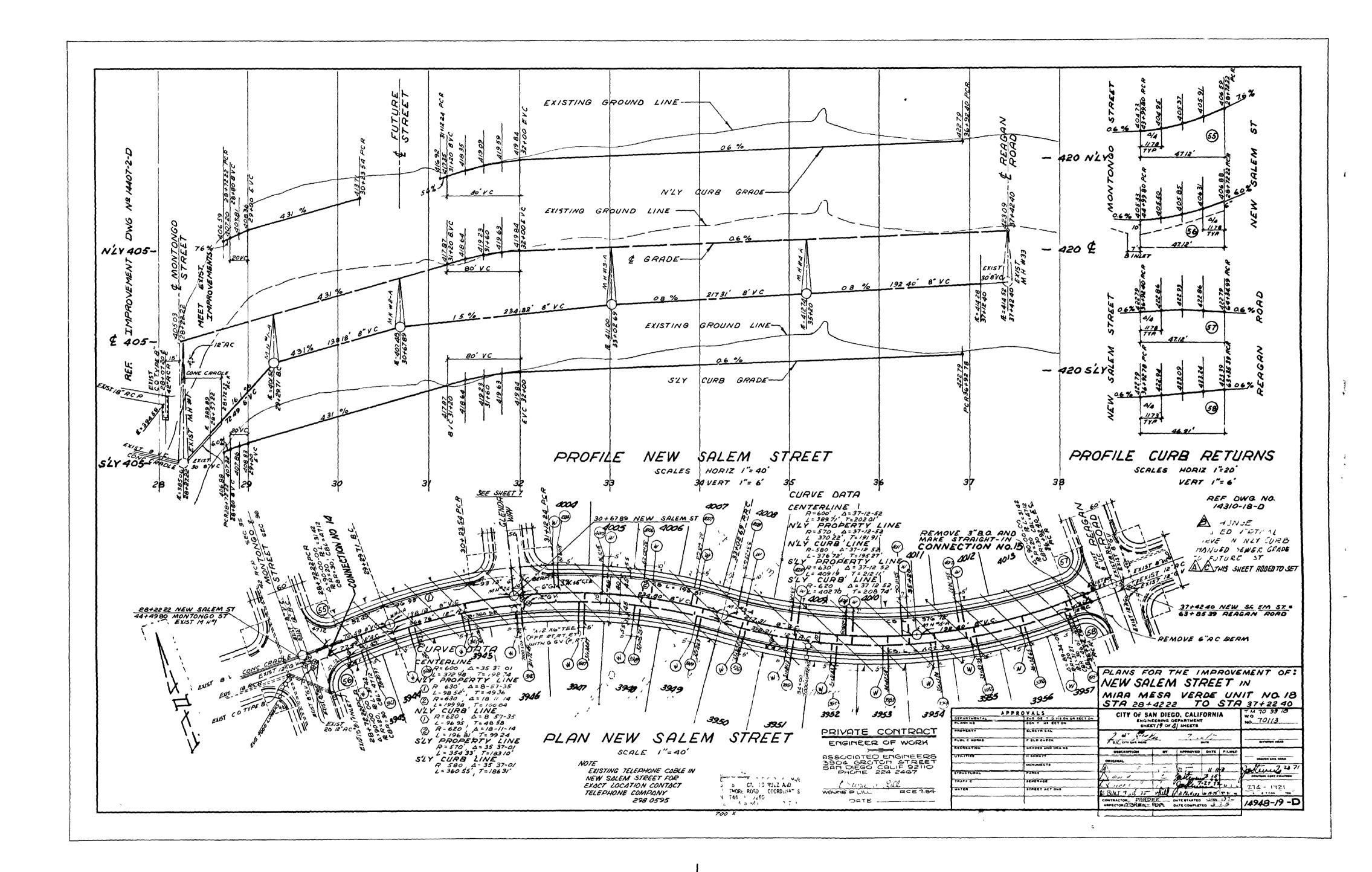
• 137 | Page 430 S'LY PROFILE CURB RETURNS SCALE HORZ 1"-20", VERT. 1"-3" M-21 VOL 68-1 PLANS FOR THE IMPROVEMENT OF NEW SALEM STREET FOR MIRA MESA VERDE UNIT Nº 16 6TA. 0+00 TO STA. /3+/8./5 PLAN NEW SALEM STREET CITY OF SAN DIEGO, CALIFORNIA ENGINEERING DEPARTMENT SHEET 24 OF 3/ SHEETS SCALE 1"= 40" PRIVATE CONTRACT 273 - 1723 DATE 17300 1911 617 G57 40110

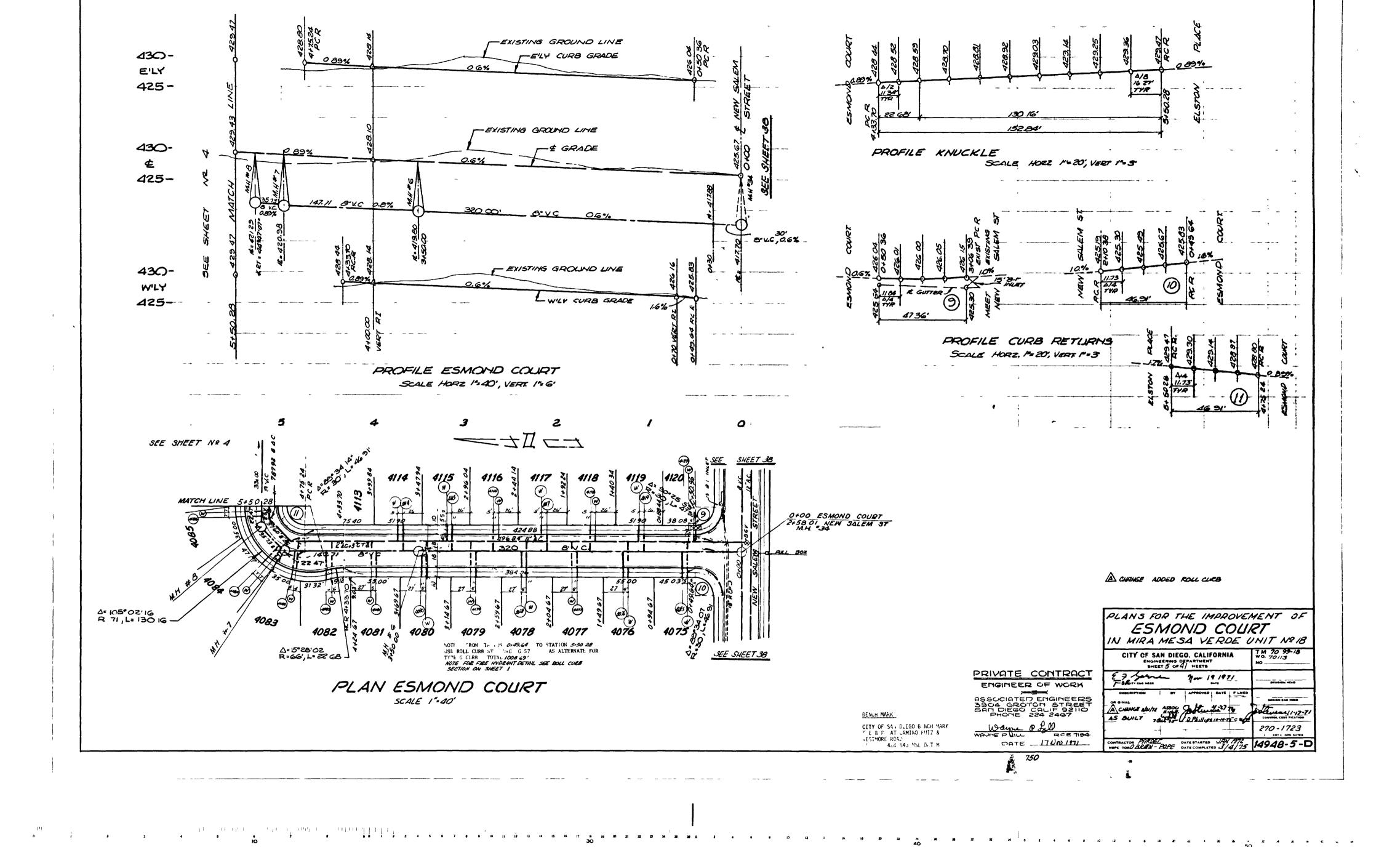
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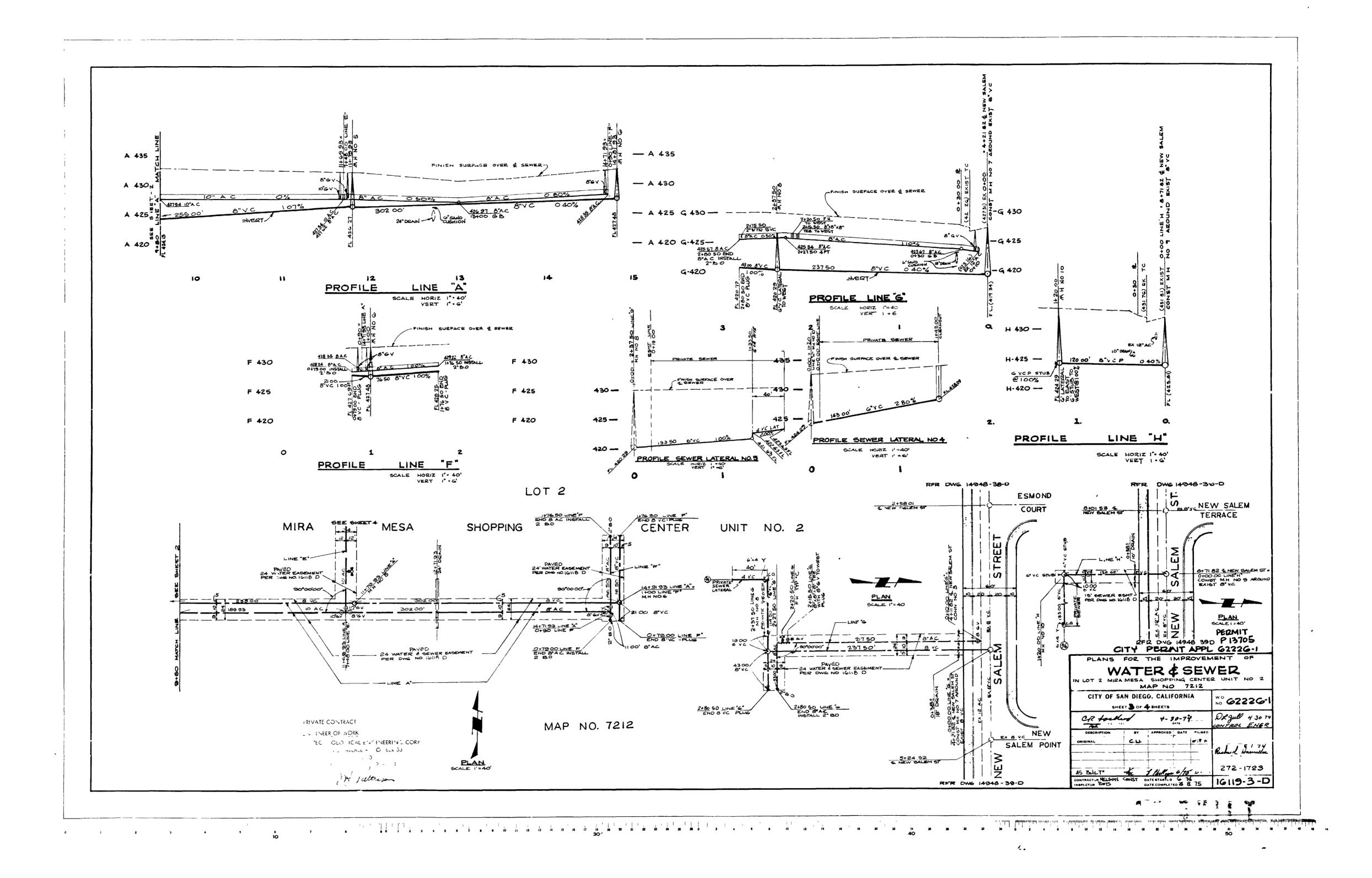


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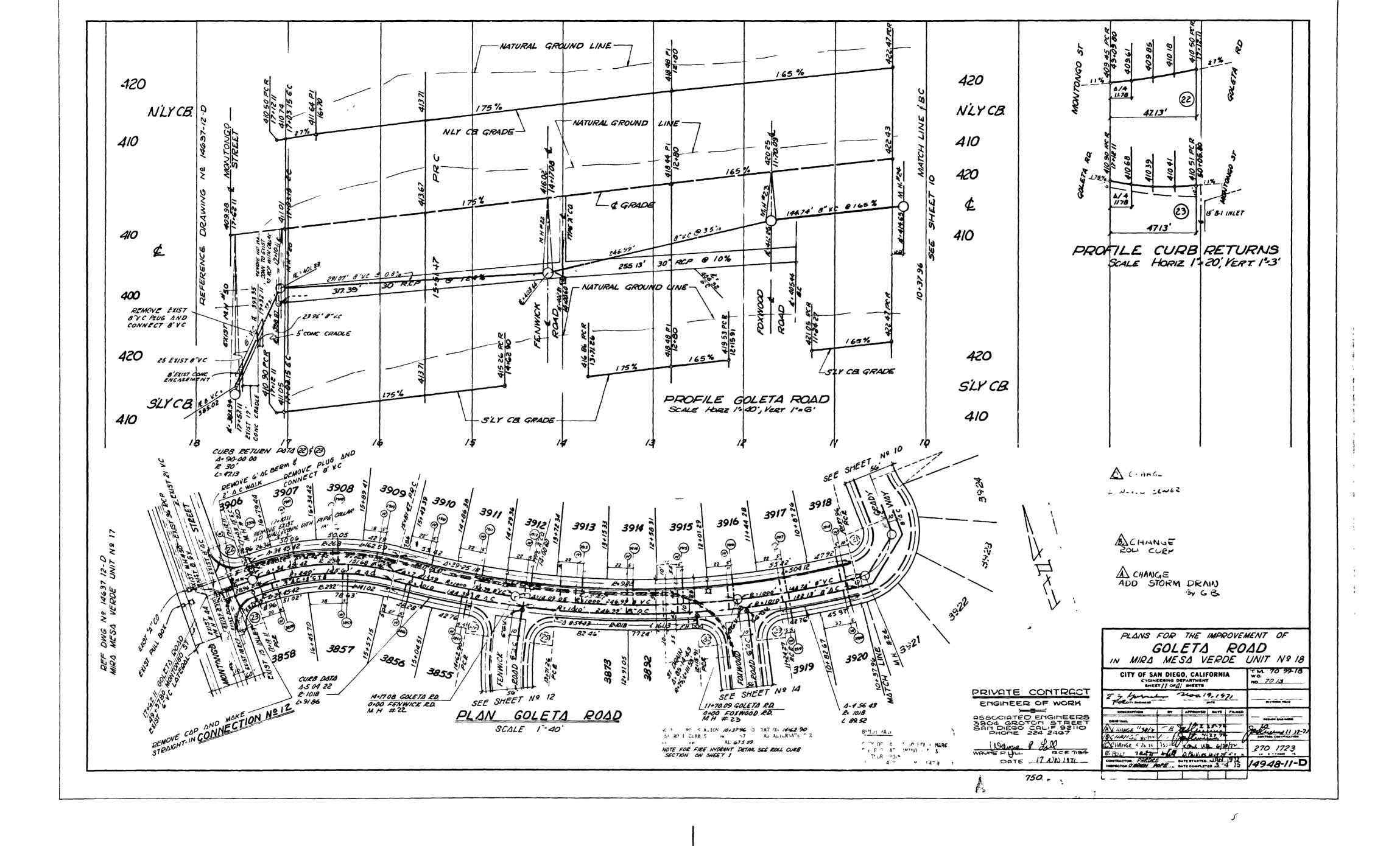




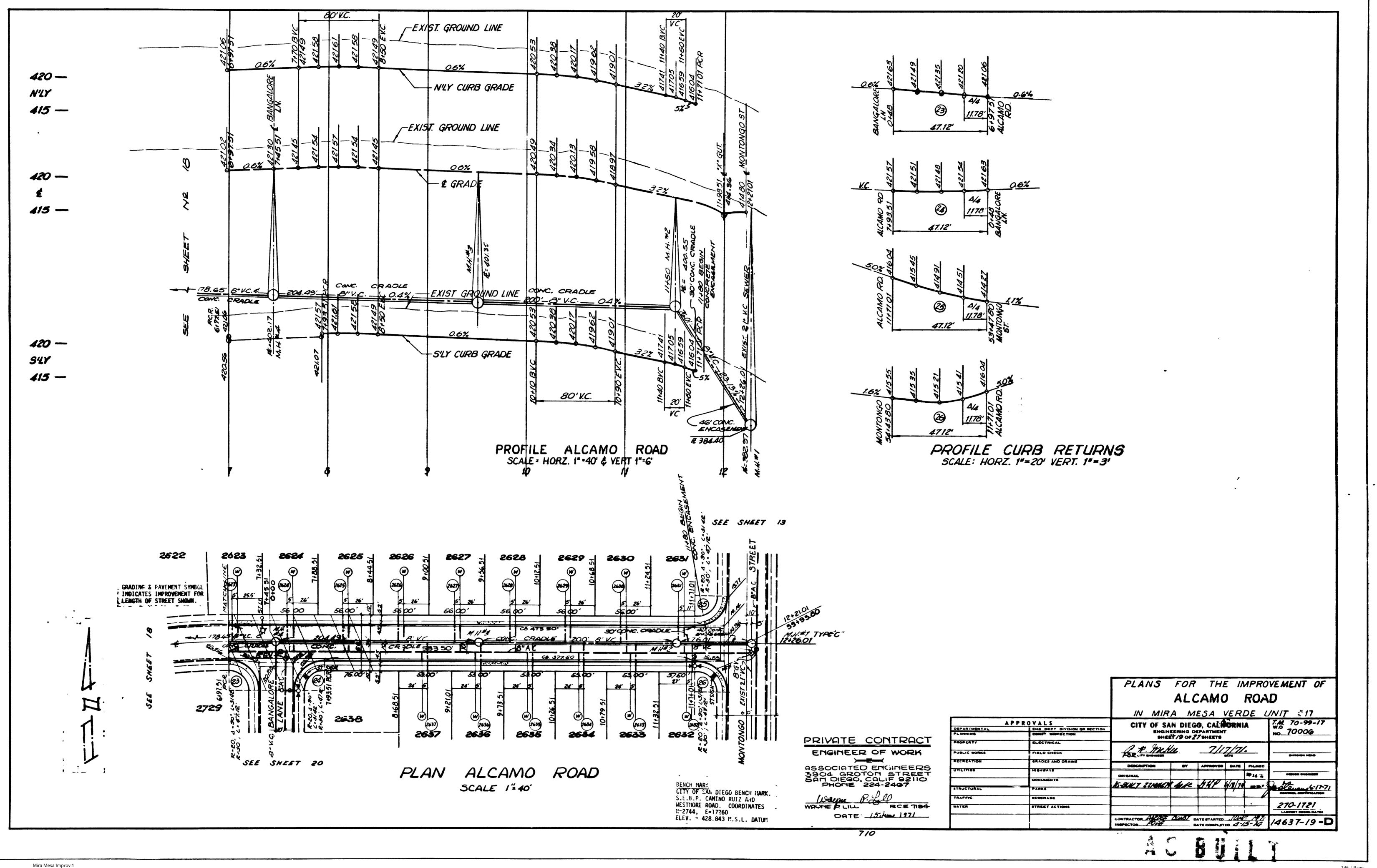


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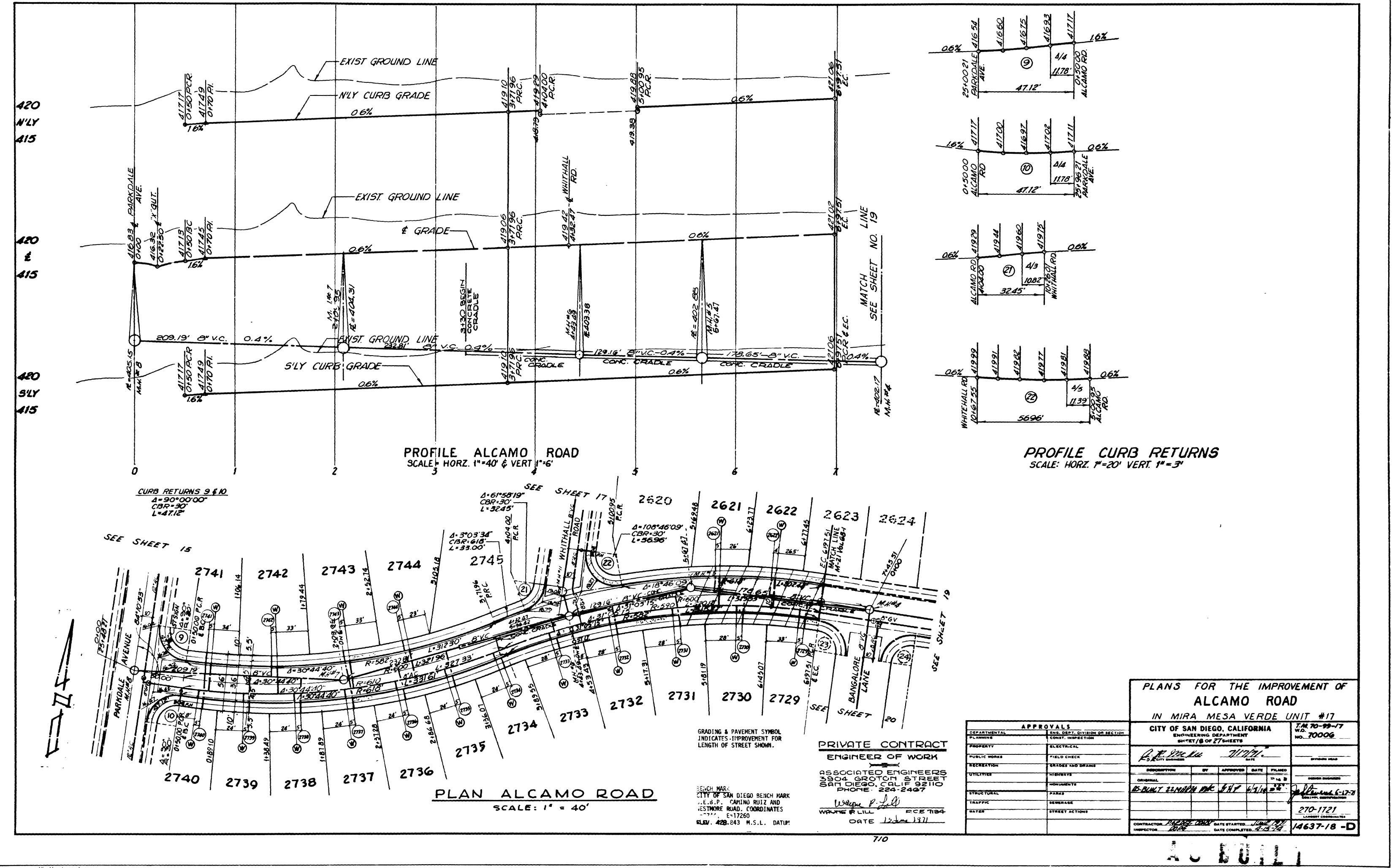
EASEMENT PER DWG. 16679 - 8 BENCH MARK: CITY OF SAN DIEGO BENCH MARK PLANS FOR THE PUBLIC IMPROVEMENT OF: 1+99.50 CONNECT TO EXIST. 8" AC. WATER (SEE CAUTION NOTE) N.E. B.P. AT MIRA MESA BLVD. AND CAMINO RUIZ N. 2726 E. 17260 LISTED UNDER MIRA PEXTENSION OF EXIST. BLDG. WALL SEWER & WATER MESA LEVELS LINE 1, RUN 2, NOVEMBER 1970 45° BEND FOR PARCELS 1 \$ 10 OF PARCEL MAP NO. 6651 ELEVATION 430,039 M.S.L. 2+09.50 CONST. M.H. YICINITY MAP CONNECT TO EXIST 8"AC. C.O.) SEE F.H. PROTECTION DEFINE CITY OF SAN DIEGO, CALIFORNIA WATER INSTALL 45°BEND NO. 701121 NO SCALE ENGINEERING DEPARTMENT SHEET OF SHEET **UNAUTHORIZED CHANGES & USES** I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE CAUTION: The engineer preparing these plans will not be responsible California Council PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS for, or liable for, unauthorized changes to or uses of these plans. All of Civil Engineess CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. changes to the plans must be in writing and must be approved by the &land Surveyage REMOVE EXIST. C.O. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN BIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT preparer of these plans. Construction contractor agrees that in accordance with generally accepted construction RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT SEE CAUTION NOTE practices, construction contractor will be required to assume sole and complete responsibility for EXISTING M.H. TO BE REMOVED EXIST. 4" V.C. --job site conditions during the course of construction of the project, including safety of all persons Colifornic Council CONNECT TO EXIST. 8"V.C. and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and construction contractor further agrees to defend, indemnify and hold 272-1723 Land Planning Civil Engineering Land Surveying PORTION EXIST: 8"V.C. TO BE ABANDONED PORTION EXIST. 8" A.C. TO BE ABANDONED design professional harmless from any and all highlity, real or alleged, in connection with the CONTRACTOR WHITING TURNER DATE STARTED 5-18-86
INSPECTOR DATE STARTED 10-27-87 performance of work on this project, excepting hability arising from the sole negligence of design 2341 Fifth Avenue, San Diego, CA 92101-1610 (619) 239-7501



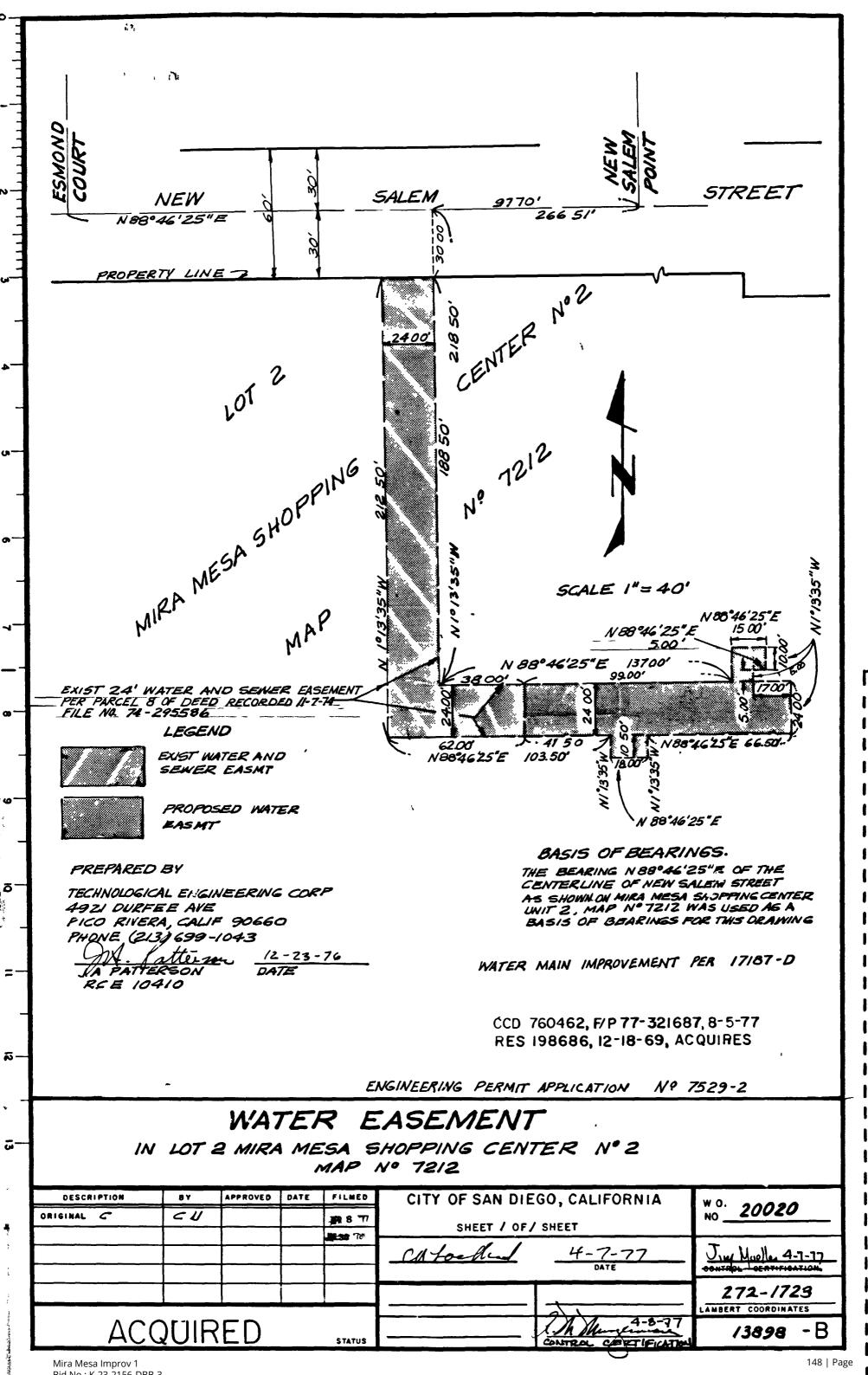
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Mira Mesa Improv 1 Bid No.: K-23-2156-DBB-3 

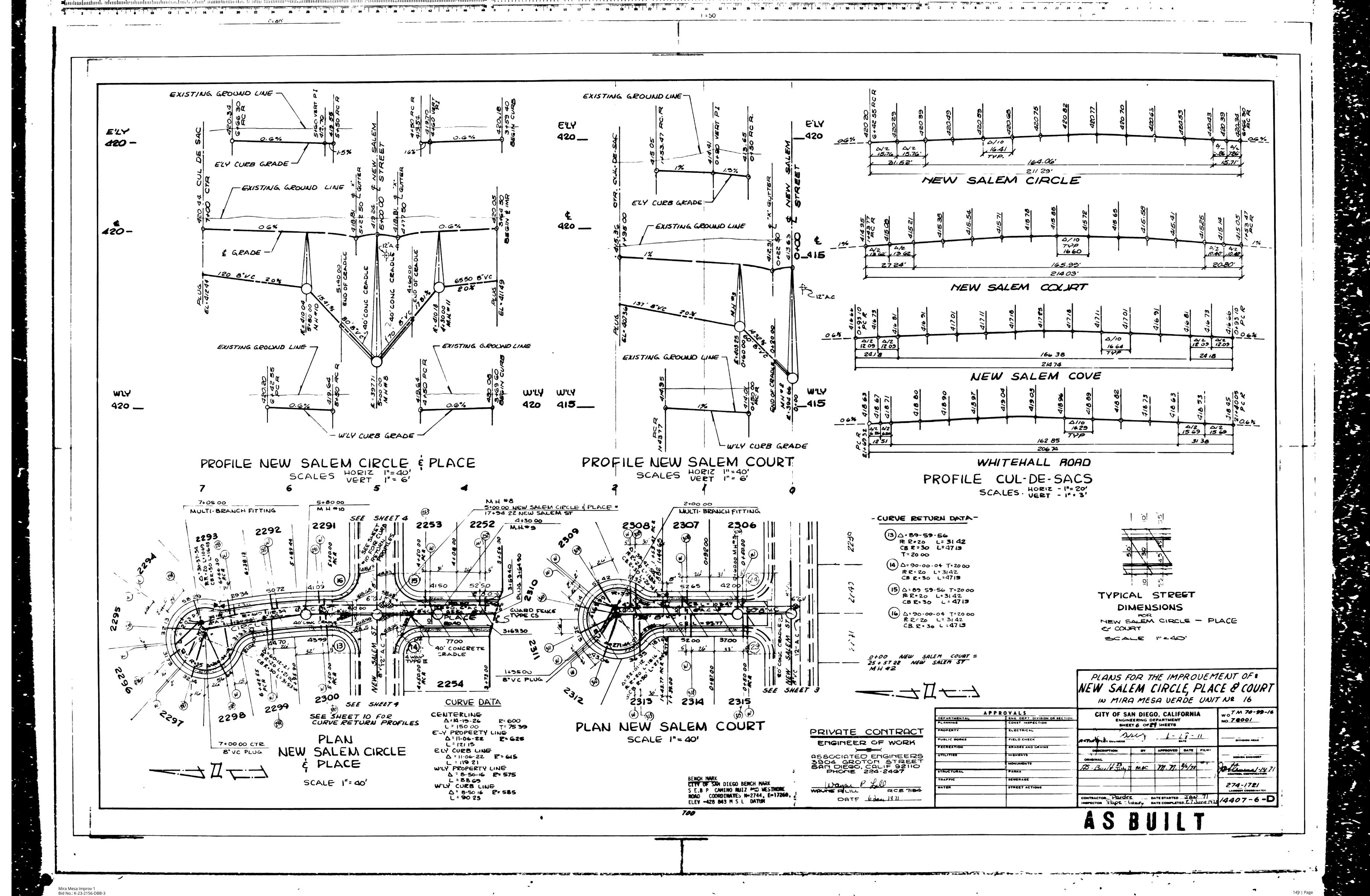
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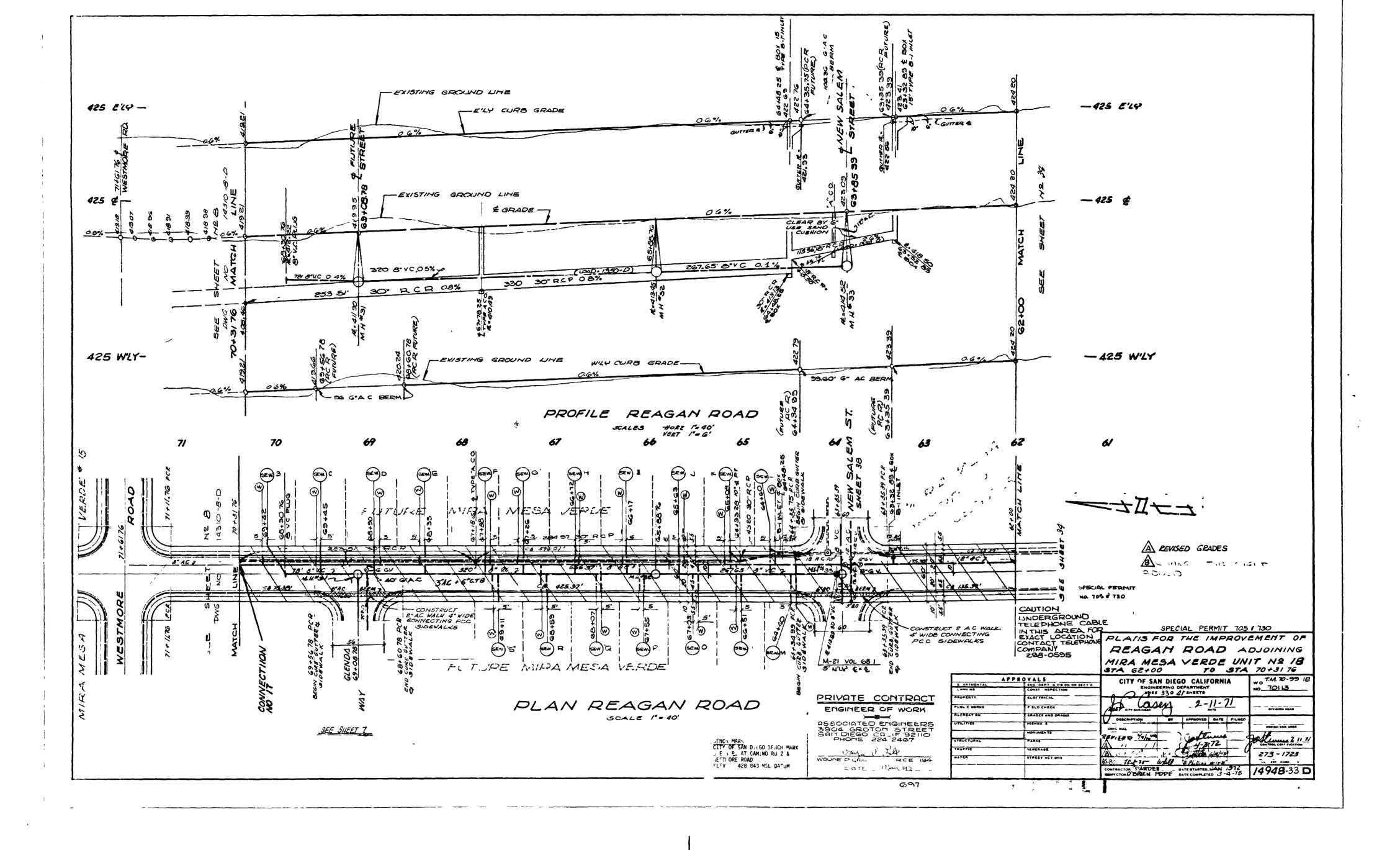
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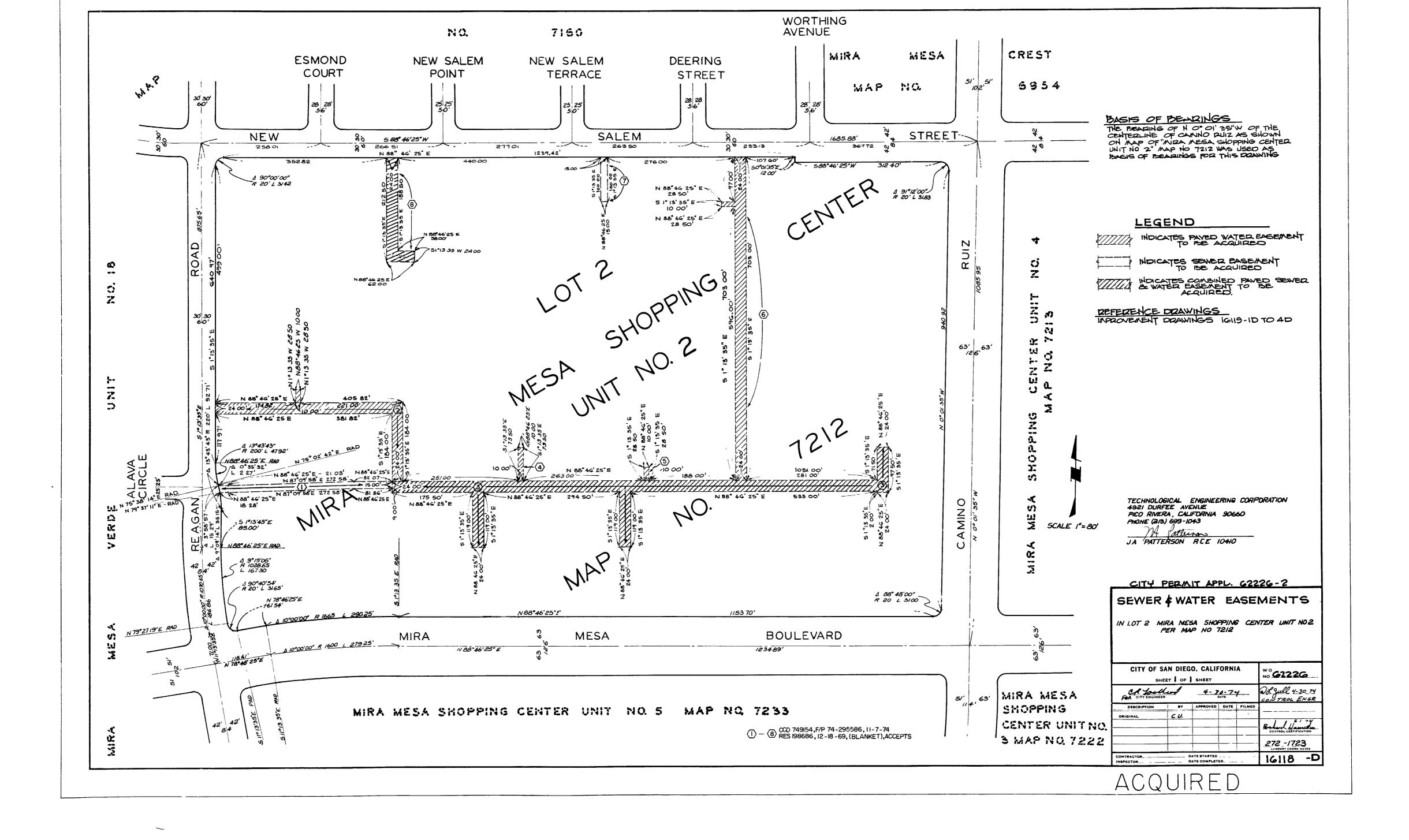


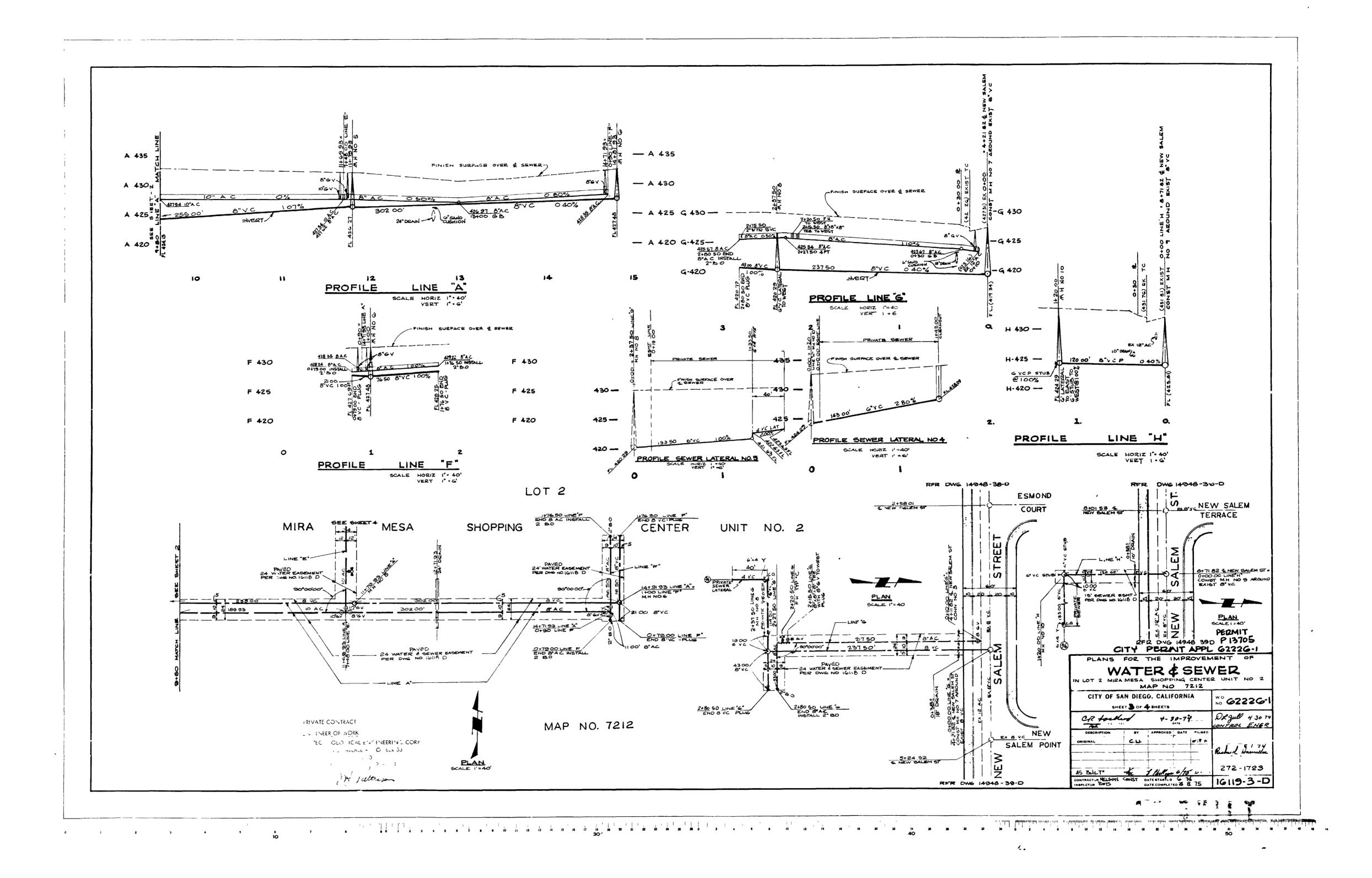
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ATTACHMENT F

RESERVED

Mira Mesa Improv 1 Bid No.: K-23-2156-DBB-3 154 | Page

ATTACHMENT G

CONTRACT AGREEMENT

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Mira Mesa Improv 1 Bid No.: K-23-2156-DBB-3

ATTACHMENT G

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Southwest Pipeline and Trenchless Corp., herein called "Contractor" for construction of **Mira Mesa Improv 1**; Bid No. **K-23-2156-DBB-3**; in the total amount **One Million Eight Hundred Forty Four Thousand Three Hundred Twenty and Zero Cents (\$1.844,320.00)**.

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) That certain documents entitled **Mira Mesa Improv 1**, on file in the office of the Purchasing & Contracting Department as Document No. **B-21043**, 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 **Mira Mesa Improv 1**, Bid Number **K-23-2156-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 §22.31.02 authorizing such execution.

THE CITY OF SAN DIEGO	APPROVED AS TO FORM
By Stipks tamara	Mara W. Elliott, City Attorney By
Print Name: <u>Stephen Samara</u> Principal Contract Specialist Purchasing & Contracting Department	Print Name: Deputy City Attorney
Date:5/16/2023	Date: 5/6/23
CONTRACTOR) By	
Print Name: Justin Duchaineau	
Title:	
Date:	
City of San Diego License No.:	
State Contractor's License No.:	
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)	REGISTRATION NUMBER:

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

COVID-19 VACCINATION ORDINANCE CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing the City's Mandatory COVID-19 Vaccination Policy.

TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

- 1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
- 2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines mustbe approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
- 3. "Close contact" means a City contractor is within 6 feet of a City employee for a cumulative total of 15 minutes or more over a 24-hour period (for example, three individual 5-minute exposures for a total of 15 minutes).
- 4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
- 5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
- 6. City contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

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.

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 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.

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.

Mira Mesa Improv 1 Bid No.: K-23-2156-DBB-3 165 | Page

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.

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

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 e	executed a contract with the City	y of San Diego, a municipal corporation	n, for:
		a Mesa Improv 1	
		(Project Title)	
WHEREAS , the sp surplus materials	ecification of said contract requ	ntified as Bid No.: K-23-2156-DBB-3 ; SA hires the Contractor to affirm that "all live been disposed of in a legal manno erials disposed of:	brush, trash, debris, and
terms of said cont	· · · · · · · · · · · · · · · · · · ·	payment by the City of San Diego to sa or, does hereby affirm that all surplus r ing location(s)	
and that they have	e been disposed of according to	all applicable laws and regulations.	
Dated this	DAY OF		
C	ontractor		
ATTEST:			
State of	County of		
		, before the undersigned, a Notary	
known to me to be whose name is su	e the bscribed thereto, and acknowle	Contractor named in the dged to me that said Contractor execu	foregoing Release, and ited the said Release.
Notary Public in a	nd for said County and State		

Mira Mesa Improv 1 Bid No.: K-23-2156-DBB-3

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 – General; Paragraph 2-3 Subcontracts, 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:							
Name:							

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 cert	ified by:			
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS	
	California Public Utilities Commission	CPUC			

CADoGS

CA

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

City of Los Angeles

U.S. Small Business Administration

Mira Mesa Improv 1 Bid No.: K-23-2156-DBB-3

State of California

State of California's Department of General Services

LA

SBA

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®	WHERE CERTIFIED②
Name:						
Address:						
City:						
State:						
Zip:						
Phone:						
Email:						
Name:						
Address:						
City:						
State:						
Zip:						
Phone:						
Email:						
						!
			_ 	<u> </u>		
As appropriate, Bidder shall identify Vendor		_	•	· ·	for OBE, SLBE and ELBE):	
Certified Minority Business Enterprise				usiness Enterprise	- wi	WBE
Certified Disadvantaged Business Enterpr				eteran Business Enterp		DVBE
Other Business Enterprise Certified Small Local Business Enterprise	-			Local Business Enterpri	ise	ELBE SDB
Weman Owned Small Business Enterprise			ll Disadvantage			SUB ID7ana

U	As appropriate, bluder shall identify veridon/supplier as one	of the following and	shall include a valid proof of certification (except for OBL, 3LBL a	aliu LLDL).
	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 cer	tified 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.

Mira Mesa Improv 1 Bid No.: K-23-2156-DBB-3

ELECTRONICALLY SUBMITTED FORMS

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

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

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

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

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Bid No.: K-23-2156-DBB-3

BID BOND

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

That Southwest Pipeline and Trenchless Corp.

Southwest Pipeline and Trenchless Corp.

as Principal, 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

Mira Mesa Improv 1

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, this8th	day ofMarch	₂₀ 23
Southwest Pipeline and Trenchless Corp. (SEAL)	Liberty Mutual Insurance Company	(SEAL)
(Principal)	(Surety)	
BV:	By: NOMO	
(Signature)	(Signature)	
v -	Noemi Quiroz, Attorney-in-Fa	ct

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California)
County ofLos Angeles	,)
	tobert Bolger, Notary Public
Doioto ma,	
Date	Here Insert Name and Title of the Officer
personally appeared Vash Va	rehainean President
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	y evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
ROBERT BOLGER	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Notary Public - California	WITNESS my hand and official seal.
Los Angeles County Commission # 2397306	2 22
My Comm. Expires Mar 30, 2026	Signature .
	Signature of Notary Public
Place Notary Seal Above	
	PTIONAL
Though this section is optional, completing the	is information can deter alteration of the document or iis form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Number of Pages: Signer(s) Other Tr	nan Named Above:
Capacity(ies) Claimed by Signer(s)	Oleman I. Marray
Signer's Name: Corporate Officer — Title(s):	Signer's Name:
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:Signer Is Representing:	Other:Signer Is Representing:

CALIFORNIA ALL-PURPOSE 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)
	,) ss
County of Los Angeles)

On 3-8-23 before me, <u>Lisa L. Thornton, Notary Public</u>, personally appeared <u>Noemi Quiroz</u> 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:

Lisa L. Thornton, Notary Public

(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 619-832-8240 or email HOSUR@libertymutual.com.



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

POWER OF ATTORNEY

(NOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty
Autual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under
he laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Noemi Quiroz
of the city of Los Angeles, state of CA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following
surety bond:

he laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by fifte city of <u>Los Angeles</u> , state of <u>CA</u> its true and lawful attorney-in-fact, w surety bond:	ith full power and authority hereby conferred to sign, execute and acknowledge the following
Principal Name: Southwest Pipeline and Trenchless Corp.	
Obligee Name: The City of San Diego	
Surety Bond Number: Bid Bond	Bond Amount: See Bond Form
N WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized office thereto this 12th day of March, 2021. 1912 1919 1919 1919	The Ohio Casualty Insurance Companies have been affixed Liberty Mutual Insurance Company West American Insurance Company By: David M. Carey, Assistant Secretary
STATE OF PENNSYLVANIA SS COUNTY OF MONTGOMERY	
On this 12 th day of March, 2021, before me personally appeared David M. Carey, who acknowledge of the Casually Company, and West American Insurance Company, and that he, as such, being the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of	owledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The ig authorized so to do, execute the foregoing instrument for the purposes therein contained

signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public **Montgomery County** My commission expires March 28, 2025 Commission number 1126044

Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorneyin-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

2023 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of March







Renee C. Llewellyn, Assistant Secretary

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.							
	complaint o	r pending action in a leg d against its employees, sub olution of that complaint, ir	gal administra contractors, ve	ative proce endors or si	er has been the subject of a eeding alleging that Bidde uppliers. A description of the ion taken and the applicable			
DATE OF CLAIM	Location	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	S TATUS	RESOLUTION/REMEDIAL ACTION TAKEN			
Contractor Na	ame:		ı	1				
Certified By		Name		Title				
		Signature		Date				

USE ADDITIONAL FORMS AS NECESSARY

Mira Mesa Improv 1 173 | Page Bid No.: K-23-2156-DBB-3

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.

complaint o discriminate status or res	or pending action in a le d against its employees, sub solution of that complaint, i	egal administra ocontractors, ve	ative procee endors or su	eding alleging that Bidder ppliers. A description of the	
a complaint	or pending action in a l	legal administr	ative proce	eding alleging that Bidder	
	a complaint discriminated The undersign complaint of discriminated status or res	a complaint or pending action in a discriminated against its employees, sult the undersigned certifies that within the complaint or pending action in a led discriminated against its employees, sult	a complaint or pending action in a legal administry discriminated against its employees, subcontractors, very the undersigned certifies that within the past 10 year complaint or pending action in a legal administry discriminated against its employees, subcontractors, very status or resolution of that complaint, including any resolution.	a complaint or pending action in a legal administrative proced discriminated against its employees, subcontractors, vendors or sure the undersigned certifies that within the past 10 years the Bidde complaint or pending action in a legal administrative proced discriminated against its employees, subcontractors, vendors or sure status or resolution of that complaint, including any remedial actions.	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

ntractor Name: Southwest Pipeline and Tren	<u> </u>
tified By Justin Duchaineau Name	Title President
	Date 3-7-23

USE ADDITIONAL FORMS AS NECESSARY

Mira Mesa Improv 1 Bid No.: K-23-2156-DBB-3

Toll Free: 800-547-1235 Fax: 262-303-4764

April 9, 2022

Re: Submittals for National Liner™ Certification of Compliance

To Whom It May Concern:

The following is in support of qualification and to certify compliance with the requirements for the installation of Cured-In-Place Pipe (CIPP) utilizing the National Liner CIPP rehabilitation process. The National Liner CIPP product is designed via the requirements of ASTM F-1216 and the installed product fully exceeds all the requirements of ASTM F-1216 and Greenbook Standard Specifications for public works construction.

National Liner, L.L.C., licensor of the National Liner CIPP process, is one of the major installers of CIPP in the U.S. and Canada, through its approved network of licensees. The National Liner process has been used to install over 21,000,000 feet since we began operations in 1994. Our projects have ranged from six-inch (6) diameter linings to eighty-four inch (84) diameter linings including reinstating thousands of laterals.

Southwest Pipeline and Trenchless Corp., has been our authorized licensed installer since 1997. Its crews have fulfilled all necessary training requirements to be proficient in the installation of National Liner CIPP product.

AOC L010 vinyl ester resin used with Applied Felt Inc. polyester felt liners are the components for manufacturing National Liner CIPP. The resin is specifically formulated for use in rehabilitation of sewer lines and has excellent corrosion and chemical resistance. The AOC resin formulation has not changed since Greenbook chemical resistance testing was initially completed.

The quality control programs in place at every AOC manufacturing facility have been certified as meeting ISO 9002 standards. In addition, Applied Felts lining materials fully meet the requirements of Section 5. 1 of ASTM F1216. Applied Felts operate quality systems complying with ISO 9002 and all materials are tested to ensure suitability to CIPP applications. Each liner is typically tested in 28 different ways allowing for traceable test data for any particular liner.

In summary, National Liner, L.L.C. looks forward to supplying a commercially acceptable CIPP rehabilitation technology we are very proud of.

Regards,

Scott A. Roth Director

Scott Roth

Attachment #3









Southwest Pipeline and Trenchless 539 W. 140th Street Gardena, CA 90248 (310) 329-8717 phone (310) 329-0981 fax

As of 1/2001

CERTIFICATE OF INSTALLER

To Whom It May Concern:

This certificate verifies that Southwest Pipeline and Trenchless has received all necessary training for the correct preparation and installation procedures for Cosmic Tophat "Lateral connection sealing system". If there is any other questions please contact Chris Scarratt at information listed below.

Sincerely,



Johann Kubel CEO, Cosmic Tophat LLC,



To Whom It May Concern:

As of September 2008 Southwest Pipeline & Trenchless Corp has been a certified SPR EX installer for Sekisui SPR Americas LLC and Sekisui Ribloc AU.

Southwest Pipeline & Trenchless Corp have been trained and certified in all applications of SPR EX installations.

Please contact me if you have further questions.

Kind Regards, Brian Freer

SRL Operations Manager Sekisui SPR Americas LLC.



PROJECT REFRENCES

JOB#	CODE	Location and Description	OWNER and/or GENERAL CONTRACTOR	CONTACT INFO.	CONTRACT	AMOUNT	START	COMPLETE
674	3, 6	Sewer Master Plan Improvements Rehab by CIPP 23,217 LF of 8",10",12" and 15"- Azusa	City of Azusa 213 E. Foothill Blvd. Azusa, CA 91702	626-812-5264 Daniel Bobadilla 665 ⁻		\$ 2,062,906.00	12/2012	8/2014
542	3, 6	Sewer Pipeline Rehab Phase J-1 Lining By CIPP 7.16 miles rehab 6"-8" by CIPP,Install 775 top hats- San Diego	City of San Diego 1200 Third St, San Diego CA 92101	Charles Dupont 858.627.3203 K104836C \$		\$ 3,193,079.75	12/2009	3/2011
543	3, 6	Sewer Pipeline Rehab Phase J-1A Rehab by CIPP 35,000LF of 6" and 8" Dia-San Diego	City of San Diego 1200 Third St, San Diego CA 92101	Zina Rummani 619.980.6328	K104823C	\$ 3,292,819.75	12/2009	3/2011
553	6,3	Sewer Main Rehab. Phase J-1B Rehab By CIPP 5.12 miles 8" mains by CIPP, 309 Top Hats, rehab 33 MH's-San Diego	City of San Diego 1200 Third St., San Diego CA 92101	1000 Third St. Con Dione CA 00101		\$ 1,655,348.51	2/2010	2/2011
586	6,3	Sewer Pipeline Rehabilitation Phase J-1C Rehab By CIPP 46,085' 8", 278' 10" by CIPP, 457 VF MH's, 800 Top Hats Install 62 MH's-San Diego	City of San Diego Michael Thomas 1200 Third St., San Diego CA 92101 616.849.9860 K114977C		\$ 3,222,945.75	11/2010	2/2012	
590	6,3	2010 - 2011 Sewer Rehabilitation Project Lining By CIPP 5,050' 6" , 130 Top Hats-Redwood City	City of Redwood City Joel B. Evora 017 Middlefield Road, Redwood City, Ca. 650-782-7328 94064			\$ 537,275.00	1/2011	5/2011
652	6,3	Pipeline Rehabilitation Package O-1 33,634 If of 8"-San Diego	City of San Diego 9485 Aero Drive, San Diego CA 92123	Jin Chong K-12-5401-DBB- C C		\$ 3,161,484.00	3/2012	6/2014
619	6	Sewer Rehabilitation Project No. 3 Rancho Palos Verdes 11,456' 8", 989' 10" sewer re-lining- Los Angeles	County of Los Angeles 900 South Fremont Ave., Alhambra, Ca. 91803	Salman Khan SMDAO0128		\$ 296,707.00	10/2011	4/2012
777	6,3	Sewer Main Lining Rehabilitation Project Phase IV Rehab 91,557 If of 6",8",10",12",15" & 18" ,Installed 100Top Hats	City of Culver City 9770 Culver Blvd. Culver City, CA 90232	Jason Linsdau 760-759-2466		\$ 4,534,000.00	2/2015	11/2016
831	6,3	Sewer Rehabilitation Project Phase 2 CIPP:95,000LF 6'and8" 3900LF, 10" 3300LF, 12" 3950LF 15", 600LF 18", 19 Top Hats	City of South Pasadena 1414 Mission South Pasadena CA 91030	Leaonna DeWitt 626-403-7240		\$ 3,990,890.00	5/2016	8/2017



PROJECT REFRENCES

JOB#	CODE	Location and Description	OWNER and/or GENERAL CONTRACTOR	CONTACT INFO.	CONTRACT	AMOUNT	START	COMPLETE
845	6	Sewer Main Rehabilitation CIPPIf of 6",8",14",15"	City of Santa Barbara 3110 E. Ortega Street Santa Barbara, CA 93101	Kevin Thompson 805- 897-1908		\$ 270,776.00	10/2017	6/2018
460	3,6	City of San Diego - Rehab Package F- 1; K084111C 6426' 6", 95201' 8", 1935' 10", 972' 12", 12045' 18", 50' 21" CIPP; 2372 top hats	City of San Diego 1200 Third St, San Diego CA 92101	858/654-4180 Jim Haghgouy	K084111C	\$ 8,334,612.44	7/2008	1/2010
495	3 & 6	Pipeline Rehabilitation Phase H-1 16169' 6", 14636' 8", 521' 10", 185' 12". 13259' 15" 1029 Top Hats	City of San Diego 1200 Third St, San Diego CA 92101	858/627-3286 Nariman Khomamizadeh K09436		\$ 4,824,727.00	12/2008	3/2010
514	6	City of El Segundo Sewer Rehab 7,186' 15", 1918' 8"	City of El Segundo 350 Main St., El Segundo, CA 900245	310/524-2361		\$ 465,795.00	4/2009	6/2009
421	3,9	Repair Sewer Lines Base Wide Marine Corps Recruit Depots Rehab: approx. 20,473 lf,46 Spot Repairs & 2 Top Hats	CDM Constructors Inc. for City of San Diego MCRD 9220 Cleveland Avenue, Ste 100, Rancho Cucamonga CA 91730	760/543-0129 Mike Bantz	N68711-05- 4005	\$ 494,699.00	6/2007	3/2008
464	6	Santa Ana River Crossing Pipeline Rehab 54" and 34" transition liner	East Valley Water District 3654 East Highland Ave Suite 18, Highland, CA 92346	909/888-8986 Eliseo Ochoa		\$ 348,368.75	03/2008	04/2008
482	6	CMP Lining, CDR Phase 1A Approx 6,000 LF of various diameter CMP and CMPA w/ CIPP	Los Angeles County, Department of Public Works 900 S. Fremont Avenue, Alhambra, CA 91803	626/458-4951 Irma Serna	FCC0001077	\$ 860,968.00	07/2008	2/2009
490	3	Camarillo Sanitary District - Various Locations City Wide Sewer Main Rehabilitation 406 Top Hats	Charles King Company, Inc. for the Camarillo Sanitary District 2841 Gardena Avenue, Signal Hill, CA 90755	562/426-2974 Steve Radaich	# SS-03-05 CMOM	\$ 609,000.00	7/2008	3/2010
498	6	Wastewater Pipeline Improvement Project - Phase 2 Approx. 625 If of 15", 492 If of 21", 817 If of 24", and 558 If of 30" w/ CIPP	KEC Engineering for the City of Thousand Oaks 200 No. Sherman Avenue, Corona, CA 92882	951/734-3010 James Elfring	CI 4269	\$ 454,125.00	4/2009	7/2009

1=sewer, 2=storm drain, 3=Top Hats, 4= Sectional Liner Repairs, 5=HDPE lining, 6=CIPP lining, 7=Insitu Point Repairs, 8=Channel line, 9=Misc. 10=Rib Loc



<u>Edward Manriquez</u>

Summary of

2001 - Present

Qualifications

Southwest Pipeline & Trenchless Corp.

Torrance, CA 90248 Cell: (310)261-0761

Lead Foreman Superintendent

Over 17 years' experience in CIPP Direct Project installation supervision.
Project Scheduling, Inspector and Engineer Relations, Field Employee
Management, Pipe Rehabilitation, Mainline Inspection, Pipe Cleaning, CCTV
Inspection, Bypass (Flow Diversion), CIPP Installation, Liner Wet-out, Onsite
Wet-out, Traffic Control – National Liner (CIPP), U-Liner (HDPE), Lateral
Lining, and Lateral Seal Connections (Top Hats).

Education and Special Skils

- Equipment Operation CCTV Trucks (Cameras and Cutters), Vactors, Boilers, Pumps, etc.
- Bypass
- Confined Space Training
- Basic Medic First Aid CPR Inclusive

Project Experience

 Supervised installation of over 500,000 feet in all HDPE, CIPP, Lateral Lining, and Lateral Seal Connection (Top Hat) projects completed by Southwest Pipeline & Trenchless Corp. and its divisions, U-liner West and National Liner West.

Sewer & Storm Rehabilitation Projects (CIPP, SPR EX & Top Hats)

City of San Diego

- Pipeline Rehabilitation Phase F-1 104,604 LF of 6" 21"
- Pipeline Rehabilitation Phase H-1 34,770 LF of 6" 15"
- Sewer Pipeline Rehabilitation Phase J-1 47,668 LF of 8" 10"
- Sewer Pipeline Rehabilitation Phase J-1A 38,507 LF of 6" 10"
- Sewer Pipeline Rehabilitation Phase J-1B 27,092 LF of 8"
- Sewer Pipeline Rehabilitation Phase J-1C- 35,196LF of 8"

City of Los Angeles

- SSRP A02A Venice Blvd. & Genesee 7,538 LF of 8" & 10"
- SSRP A02B Coliseum St. & La Brea Ave. 15,943 LF of 8" & 10"
- SSRP Mandeville Canyon Rd. & Wedstridge Rd. 12,535 LF of 8" & 10"
- N.E. Wilshire CSRP Unit 3 2,499 LF of 8"
- SSRP P13 Range View & Ave. 55 1,972 LF of 8"
- SSRP U19B Prosser Ave. 11,043 LF of 8" 15"
- SSRP U15 Camden Ave. 3,777 LF of 8" 15"



Edward Manriquez Cont'd

City of Anaheim

- Citywide Sanitary Sewer System Repair 9,647 LF of 8" 24"
- Citywide Sanitary Sewer System Repair Phase II Group 2 15,421 LF of 8"-18"

Los Angeles County Sanitation District

- District 5 Main Trunk Sewer Rehabilitation 7,035 LF of 15"
- JO "H" Unit 1F Sewer Rehabilitation 451 LF of 36"
- J01A Long Beach Sewer Rehabilitation 62 LF of 24"

Los Angeles County Department of Public Works

- CMP Lining CDR Phase 1A 6,000 LF of 15" 66"
- CMP Lining CDR Phase 2A 1,170 LF of 15" 36"
- Eaton Wash Spreading Ground Improvements 1,779 LF of 21" 36"

City of La Habra

■ Lining Existing Mains Project No. 1-S-09 – 21,733 LF of 6" – 15"

City of Redwood City

■ 2010-2011 Sewer Rehabilitation Project – 5,011 LF of 6"

Orange County Sanitation District

■ Bayside Drive Improvements 5-61 – 3,488 LF of 24"

City of West Hollywood

■ Sewer Repair and Rehabilitation – Eastside CIP – 24,759 LF of 8"-12"

Fluency in English: Yes



Eric Huang

Summary of

2001 - Present

Qualifications Southwest Pipeline & Trenchless Corp.

Torrance, CA 90502 Cell: (310)261-0761

Lead Foreman Superintendent

 Project Scheduling, Inspector and Engineer Relations, Field Employee Management, Pipe Rehabilitation, Mainline Inspection, Pipe Cleaning, CCTV Inspection, Bypass (Flow Diversion), CIPP Installation, Liner Wet-out, Onsite Wet-out, Traffic Control – National Liner (CIPP), U-Liner (HDPE), Lateral Lining, and Lateral Seal Connections (Top Hats).

Education and Special Skils

- Equipment Operation CCTV Trucks (Cameras and Cutters), Vactors, Boilers, Pumps, etc. Top Hat Installation
- Bypass
- Confined Space Training
- Basic Medic First Aid CPR Inclusive

Project Experience

 Supervised installation of over 200,000 feet in all HDPE, CIPP, Lateral Lining, and Lateral Seal Connection (Top Hat) projects completed by Southwest Pipeline & Trenchless Corp. and its divisions, U-liner West and National Liner West.

Sewer & Storm Rehabilitation Projects (CIPP, SPR EX & Top Hats)

City of San Diego

- Pipeline Rehabilitation Phase F-1 104,604 LF of 6" 21" 2,554 Top Hats, Over 1,000 Personally installed
- Pipeline Rehabilitation Phase H-1 34,770 LF of 6" 15" 1,121 Top Hats, Over 500 Personally Installed
- Sewer Pipeline Rehabilitation Phase J-1 47,668 LF of 8" 10" 800 Top Hats, Over 500 personally Installed
- Sewer Pipeline Rehabilitation Phase J-1A 38,507 LF of 6" 10" 818 Top Hats, Over 300 Personally Installed
- Sewer Pipeline Rehabilitation Phase J-1B 27,092 LF of 8" 661 Top Hats, Over 200 Personally Installed

City of West Hollywood

 Sewer Repair and Rehabilitation – Eastside CIP – 24,759 LF of 8"-12" 884 Top Hats. Over 400 Personally Installed

Fluency in English: Yes



SPR™ EX

System Operators Certification

This certificate verifies that

John Cole

has attended the following course of instruction.

Title of Course:

SPR™ EX System Operators Training

Date of Attendance:

Between 19/01/2010 - 01/02/2010

Aim of Course:

To train students in the operation of the SPR™ EX System

as per documented procedures.

Level achieved:

Level - 4

Trainer: Stephen Dunn

Signed: SC Dunn

Certificate Number: SPR™EX-046



SPR™ EX

System Operators Certification

This certificate verifies that

Jose Guadalupe Garcia

has attended the following course of instruction.

Title of Course: SPR™ EX System Operators Training

Date of Attendance: Between 19/01/2010 - 01/02/2010

Aim of Course: To train students in the operation of the SPR™ EX System

as per documented procedures.

Level achieved: Level - 3B

Trainer: Stephen Dunn

Signed: Schum

Certificate Number: SPR™EX-047



Statement of Experience

John Cole

Summary of 2000 - Present

Qualifications Southwest Pipeline & Trenchless Corp.

Gardena, CA 90248 Cell: (310)261-0761

Lead Foreman- Superintendent-Spiral Wound Liner

Education and Special Skils

• Equipment Operation – Spiral Wound System, CCTV Trucks (Cameras and Cutters), Vactors, Boilers, Pumps, etc.

- Confined Space Training
- Basic Medic First Aid CPR Inclusive

.

Sewer & Storm Rehabilitation Projects (CIPP, SPR EX & Top Hats)

City of San Diego

- Pipeline Rehabilitation Phase F-1 104,604 LF of 6" 21"
- Pipeline Rehabilitation Phase H-1 34,770 LF of 6" 15"
- Sewer Pipeline Rehabilitation Phase J-1 47,668 LF of 8" 10"
- Sewer Pipeline Rehabilitation Phase J-1A 38,507 LF of 6" 10"
- Sewer Pipeline Rehabilitation Phase J-1B 27,092 LF of 8"
- Sewer Pipeline Rehabilitation Phase J-1C- 35,196LF of 8"

City of Los Angeles

- SSRP A02A Venice Blvd. & Genesee 7,538 LF of 8" & 10"
- SSRP A02B Coliseum St. & La Brea Ave. 15,943 LF of 8" & 10"
- SSRP Mandeville Canyon Rd. & Wedstridge Rd. 12,535 LF of 8" & 10"
- N.E. Wilshire CSRP Unit 3 2,499 LF of 8"
- SSRP P13 Range View & Ave. 55 1,972 LF of 8"
- SSRP U19B Prosser Ave. 11,043 LF of 8" 15"
- SSRP U15 Camden Ave. 3,777 LF of 8" 15"

City of Anaheim

- Citywide Sanitary Sewer System Repair 9,647 LF of 8" 24"
- Citywide Sanitary Sewer System Repair Phase II Group 2 15,421 LF of 8"-18"

Los Angeles County Sanitation District

- District 5 Main Trunk Sewer Rehabilitation 7,035 LF of 15"
- JO "H" Unit 1F Sewer Rehabilitation 451 LF of 36"
- J01A Long Beach Sewer Rehabilitation 62 LF of 24"

Los Angeles County Department of Public Works



John Cole Cont'd

- CMP Lining CDR Phase 1A 6,000 LF of 15" 66"
- CMP Lining CDR Phase 2A 1,170 LF of 15" 36"
- Eaton Wash Spreading Ground Improvements 1,779 LF of 21" 36"

City of La Habra

■ Lining Existing Mains Project No. 1-S-09 – 21,733 LF of 6" – 15"

City of Redwood City

■ 2010-2011 Sewer Rehabilitation Project – 5,011 LF of 6"

Orange County Sanitation District

■ Bayside Drive Improvements 5-61 – 3,488 LF of 24"

City of West Hollywood

■ Sewer Repair and Rehabilitation – Eastside CIP – 24,759 LF of 8"-12"

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal	Name		DBA
Southwest Pipeline and Trenchless	Corp.		
Street Address	City	State	Zip
22118 Vermont Ave Torrance		California	90502
Contact Person, Title		Phone	Fax
Justin Duchaineau-President		310-329-8717	310-329-0981

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

- * The precise nature of the interest includes:
- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the
- transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any
- philanthropic, scientific, artistic, or property interest in the transaction.
- ** Directly or indirectly involved means pursuing the transaction by:
- communicating or negotiating with City officers or employees,
- · submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position			
Justin Duchaineau	President			
City and State of Residence	Employer (if different than Bidder/Proposer)			
Los Angeles, California				
Interest in the transaction				
Preparing and submitting bid for p	urpose of contracting with the City of San Diego 10%			

Name	Title/Position			
Robert Bolger	Secretary			
City and State of Residence	Employer (if different than Bidder/Proposer)			
Los Angeles, California				
Interest in the transaction				
Preparing and submitting bid for p	surpose of contracting with the City of San Diego 10%			

* Use Additional Pages if Necessary *

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

Justin Duchaineau-President			3-7-23
Print Name, Title	1	Signature	Date

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

Mira Mesa Improv 1 174 | Page Bid No.: K-23-2156-DBB-3

DEBARMENT AND SUSPENSION CERTIFICATION

PRIME CONTRACTOR

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

EFFECT OF DEBARMENT OR SUSPENSION

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

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

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

NAME	TITLE
Justin Duchaineau	President
Robert Bolger	Secretary
Koji Kuwada	Treasurer

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.

applies, initiatin	pe considered in determining bidder responsib g agency, and dates of action. ne: Southwest Pipeline and Trenchles	ility. For any exception noted above, indicate below to whom it
Certified By	Justin Duchalneau	Title President
	Signature	Date <u>3-7-23</u>

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

Mira Mesa Improv 1 Bid No.: K-23-2156-DBB-3

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: X **SUBCONTRACTOR SUPPLIER MANUFACTURER** TITLE NAME National Coating and Lining - James Pleasants Owner \mathbb{N} SUBCONTRACTOR П **SUPPLIER MANUFACTURER** NAME TITLE Owner Miramar - Ala Karaja X**SUBCONTRACTOR SUPPLIER** П **MANUFACTURER** NAME TITLE Owner Easy Flow - Adam Wilson SUBCONTRACTOR **SUPPLIER MANUFACTURER** TITLE NAME Contractor Name: Southwest Pipeline and Trenchless Corp. Title President Justin Duchaineau Certified By Name Date 3-8-23 Signature

USE ADDITIONAL FORMS AS NECESSARY*

Mira Mesa Improv 1 Bid No.: K-23-2156-DBB-3

Page 1 of 4

Printed 03/08/2023

Bid Results

Bidder Details

Vendor Name Southwest Pipeline and Trenchless Corp.

Address 22118 S. Vermont Avenue Torrance, California 90502

United States

Respondee Robert Bolger Respondee Title Estimator Phone 310-329-8717

Email rbolger@swpipeline.com

Vendor Type CADIR License # 773862 CADIR 1000002176

Bid Detail

Bid Format Electronic

Submitted 03/08/2023 1:42 PM (PST)

Delivery Method Bid Responsive

Bid Status Submitted Confirmation # 321787

Respondee Comment

Buyer Comment

Attachments

File Title
EXE Cert of Pending Actinos.pdf
EXE Mand Disc Bus Int.pdf
EXE Debarment - Prime.pdf
EXE Debarment - SUB.pdf
EXE Bid Bond.pdf

File Name

EXE Cert of Pending Actinos.pdf EXE Mand Disc Bus Int.pdf EXE Debarment - Prime.pdf EXE Debarment - SUB.pdf EXE Bid Bond.pdf

File Type

Contractor's Certification of Pending Actions Mandatory Disclosure of Business Interests Form Prime Contractor - Debarment and Suspension Subcontractor - Debarment and Suspension Bid Bond

Subcontractors

Showing 3 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Туре
Easy Flow 12530 Stowe Dr Poway, California 92064	Lateral Rehab, Lateral Cleanout(Partial), Mainline Open Cut, Constructor	960845	1000010925	\$446,318.00	CADIR, SLBE, CAU, MALE, Local
Jerusalem Construction, Inc. DBA M 1827 Cleveland Ave National City, California 91950	Concrete Work, Miscellaneous Paving, Constructor	1009541	1000033057	\$298,650.00	ELBE, PQUAL, CADIR, Local
National Coating & Lining 26713 Madison Ave Murrieta, California 92562	Manhole Rehab, Constructor	886430	1000013795	\$108,720.00	MALE, CAU

Line Items

Discount Terms No Discount

Item #	Item Code	Туре	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$1,844,320.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$20,000.00	\$20,000.00	Yes	
2	334290		Remote Control Camera Inspection (EOC Type II)	AL	1	\$18,228.00	\$18,228.00	Yes	
3	237110		Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	\$2,000.00	\$2,000.00	Yes	
4	541690		Suspension of Work - Resources	DAY	5	\$1,000.00	\$5,000.00	Yes	
5	237110		Mobilization	LS	1	\$50,000.00	\$50,000.00	Yes	
6			Field Orders (EOC Type II)	AL	1	\$130,000.00	\$130,000.00	Yes	
7	237310		Asphalt Pavement Repair	TON	5	\$250.00	\$1,250.00	Yes	
8	237310		Subgrade Imported Backfill	TON	50	\$75.00	\$3,750.00	Yes	
9	237310		Class 2 Aggregate Base	TON	50	\$95.00	\$4,750.00	Yes	
10	237310		Rubber Polymer Modified Slurry (RPMS) Type I	SF	500	\$25.00	\$12,500.00	Yes	
11	237310		Rubber Polymer Modified Slurry (RPMS) Type II	SF	500	\$25.00	\$12,500.00	Yes	
12	237310		Pavement Restoration Adjacent to Trench	SF	500	\$15.00	\$7,500.00	Yes	
13	237310		Cross Gutter	SF	1250	\$22.00	\$27,500.00	Yes	
14	237310		Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	4	\$6,600.00	\$26,400.00	Yes	
15	237310		Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	6	\$5,500.00	\$33,000.00	Yes	
16	237310		Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	EA	5	\$5,600.00	\$28,000.00	Yes	
17	237310		Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles	EA	30	\$5,825.00	\$174,750.00	Yes	
18	237110		Sewer Main (8 Inch)	LF	210.06	\$300.00	\$63,018.00	Yes	
19	237110		Manhole (4 ft x 3 ft)	EA	1	\$18,000.00	\$18,000.00	Yes	
20	237110		Sewer Main Cleanout (8 Inch)	EA	5	\$6,500.00	\$32,500.00	Yes	
21	237110		Cleaning and Video Inspection of Existing Pipelines and Culverts	LF	8424	\$1.25	\$10,530.00	Yes	
22	237110		Video Inspection of Pipelines and Culverts for Acceptance	LF	8424	\$1.25	\$10,530.00	Yes	
23	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$5,000.00	\$5,000.00	Yes	
24	237310		Continental Crosswalks	SF	380	\$5.00	\$1,900.00	Yes	
25	238990		Video Recording of Existing Conditions	LS	1	\$1,500.00	\$1,500.00	Yes	
26	238910		Tree Removal and Disposal (Less Than 24-Inch Trunk Diameter)	EA	1	\$3,500.00	\$3,500.00	Yes	
27	237110		Point Repair for Existing Sewer Main (8 Inch)	EA	64	\$100.00	\$6,400.00	Yes	
28	237110		Rehabilitate Sewer Main (8 Inch)	LF	8424	\$31.00	\$261,144.00	Yes	
29	237110		Service Lateral Connection	EA	238	\$815.00	\$193,970.00	Yes	
30	237110		Rehabilitate Existing Manhole	EA	45	\$2,800.00	\$126,000.00	Yes	
31	237110		Service Lateral Rehabilitation with Cleanout	EA	238	\$2,000.00	\$476,000.00	Yes	
32	541330		Traffic Control and Working Drawings	LS	1	\$7,500.00	\$7,500.00	Yes	
33	541330		WPCP Development	LS	1	\$600.00	\$600.00	Yes	
34	237310		Additional Sidewalk	SF	2250	\$12.00	\$27,000.00	Yes	
35	237310		Additional Curb	LF	900	\$44.00	\$39,600.00	Yes	
36	237310		WPCP Implementation	LS	1	\$2,500.00	\$2,500.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$1,844,320.00
Grand Total	\$1,844,320.00