City of San Diego

CONTRACTOR'S NAME:

ADDRESS: TELEPHONE NO.: FAX NO.: CITY CONTACT: Clementina Giordano Email: cgiordano@sandiego.gov Ph (619) 533-3481 Fax (619) 533-3633 H Huynh/BD/LJI

CONTRACT DOCUMENTS



FOR

SEWER AND WATER GROUP 732

VOLUME 1 OF 2

BID NO.:	K-13-5642-DBB-3	
SAP NO. (WBS/IO/CC):	B-00059 / B-00342	
CLIENT DEPARTMENT:	2112 / 2013	
COUNCIL DISTRICT:	2	
PROJECT TYPE:	JA / KB	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

> THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

BID DUE DATE:

2:00 PM FEBRUARY 12, 2013 CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 1010 SECOND AVENUE, SUITE 1400, MS 56P SAN DIEGO, CA 92101

ENGINEER OF WORK

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

Jie 1-10-13 For City Engineer 1)





Bid No. K-13-5642-DBB-3 Sewer and Water Group 732

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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

- 1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **SEWER AND WATER GROUP 732** (Project).
- 2. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

Sewer and Water Group 732 consists of the installation of approximately 5,500 total linear feet of 8-inch PVC sewer pipe and approximately 3,000 linear feet of 8-inch PVC water pipe. Approximately 1,000 linear feet of sewer pipe will be installed using trenchless technology. Installation of the sewer main includes laterals, manholes, and related appurtenances. Installation of water main includes service laterals and related appurtenances. This project also includes curb ramp and pavement construction.

- **2.1.** The Work shall be performed in accordance with:
 - 2.1.1. This Notice Inviting Bids and Plans numbered **31973-01-D** through **31973-23-D**, inclusive.

3. EQUAL OPPORTUNITY

3.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entireties and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

- 2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, 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 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.
- 3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
- 4. The Contractor further agrees 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. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and 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 of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
- 3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.

- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 - 2. The Contractor reviews its EEO Policy, at least annually, with all onsite supervisors involved in employment decisions.
 - 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 - 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
 - 6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
 - 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
 - 8. The Contractor disseminates its EEO Policy to union and community organizations.
 - 9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
 - 10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
 - 11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.

- 12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
- 13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
- 14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
- 15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
- 16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

4. SUBCONTRACTING PARTICIPATION PERCENTAGES.

4.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	8.2%
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2	ELBE participation	14.1%
2.		17.1 /0

- 3. Total mandatory participation 22.3%
- **4.2.** The Bidders are strongly encouraged to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <u>http://www.sandiego.gov/eoc/</u>
- **4.3.** The Bid will be declared non-responsive if the Bidder fails the following mandatory conditions:
 - **4.3.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
 - **4.3.2.** Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Day of the Bid opening if the overall mandatory participation percentage is not met.

5. **PRE-BID MEETING:**

- **5.1.** There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 92101 at <u>10:00 A.M.</u>, on January 24, 2013.
- **5.2.** All potential bidders are encouraged to attend.
- **5.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

6.1. <u>**Prior**</u> to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism[®], the City's web-based contract compliance portal at:

https://pro.prismcompliance.com/default.aspx.

- **6.2.** 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.
- 7. CONSTRUCTION COST: The City's estimated construction cost for this contract is \$1,790,000.00.
- **8. LOCATION OF WORK:** See Appendix E.
- **9. CONTRACT TIME:** The Contract Time for completion of the Work shall be **120 Working Days**.
- 10. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
 - **10.1.** The City has determined the following licensing classification(s) for this contract:

Option	Classification(s)
1	CLASS A
2	CLASS C34

10.2. The Bidder shall satisfy the licensing requirement by meeting <u>at least</u> one of the listed options.

- **11. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- 12. WAGE RATES: Prevailing wages are not applicable to this contract.

13. INSURANCE REQUIREMENTS.

- **13.1.** 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.
- **13.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

14. **PREQUALIFICATION OF CONTRACTORS.**

14.1. Contractors submitting Bid or Proposal must be pre-qualified for the total amount proposed, inclusive of 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, will be deemed **non-responsive** and ineligible for award. Complete information and prequalification questionnaires are available at:

http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml

- 14.2. The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- **15. 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")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies

Title	Edition	Document Number
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: Available online under Engineering http://www.sandiego.gov/engineering-ci		and References at:

- 16. CITY'S RESPONSES AND ADDENDA: The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 17. 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.
- **18. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise in the Contract Documents.
- **19. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

20. AWARD PROCESS.

- **20.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **20.2.** 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.
- **20.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- **21. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- 22. AVAILABILITY OF PLANS AND SPECIFICATIONS: Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

23. QUESTIONS.

- **23.1.** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the City Contact.
- **23.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- **23.3.** Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- **23.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- 24. ELIGIBLE BIDDERS: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 25. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, 1st 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 with the Notice Inviting Bids and Contract forms.
- 26. **PROPOSAL FORMS.** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
 - **26.1.** Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
 - **26.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
 - **26.3.** Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

26.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

27. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):

- **27.1.** With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- **27.2.** The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- 27.3. A Bid received without the specified bid security will be rejected as being non-responsive.

28. AWARD OF CONTRACT OR REJECTION OF BIDS.

- **28.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **28.2.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- **28.3.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- **28.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- **28.5.** A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

- **28.6.** The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- **28.7.** Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- **28.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

29. BID RESULTS.

- **29.1.** The Bid opening by the City 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 public announcement will be posted in the City's web page: <u>http://www.sandiego.gov/bids-contracts</u>, with the name of the newly designated Apparent Low Bidder.
- **29.2.** To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

30. THE CONTRACT.

- **30.1.** 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.
- **30.2.** 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.
- **30.3.** 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.
- **30.4.** 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.

- **30.5.** 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. 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.
- **31. 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 2-7, 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.
- **32. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **32.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **32.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **32.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - **32.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **32.5.** 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.
 - **32.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - **32.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

33. PRE-AWARD ACTIVITIES.

The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive.**

33.1. If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

34. SUPPLEMENTAL AGREEMENTS: Supplemental agreements attached to this contract for the items of Work such as extended re-vegetation maintenance and monitoring and emulsion aggregate slurry shall be signed upon the request from the Engineer and prior to Acceptance. The signed agreements shall be accompanied by the evidence of separate bond (i.e., labor and materials) and insurance as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.

35. REQUIRED DOCUMENT SCHEDULE:

- **35.1.** 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.
- **35.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE Good Faith Efforts Documentation
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
11.	WITHIN 5 WORKING DAYS AFTER DETERMINATION OF APPARENT LOW BIDDER	APPARENT LOW BIDDER	Proposed Substitutions per section 4-1.6

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS

AGREEMENT

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Burtech Pipeline Incorporated</u>, herein called "Contractor" for construction of <u>Sewer and Water Group 732</u>; Bid No.<u>K-13-5642-DBB-3-C</u>; in the amount of <u>ONE MILLION THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND</u> 00/100 (\$1,355,000.00), which is comprised of the Base Bid plus/minus Additive Alternate "A".

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 Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) Supplemental Agreements.
 - (e) That certain documents entitled <u>Sewer and Water Group 732</u>, on file in the office of the City Clerk as <u>Document No. B-00059/B-00342</u>, 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 <u>Sewer and Water Group 732</u>, Bid Number K-13-5642-DBB-3-C, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designce signs the agreement.

CONTRACT FORMS (continued)

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Bv:

Tony Heinrichs Director, Department of Public Works cialist

Date:

Jan I. Goldsmith, City Attorney

By

Print Name:_ Deputy City Attorney

Date:

CONTRACTOR

By

DOMINIC J_BURTECH Print Name_BURTECH PIPELINE, INC.

Title: PRESIDENT & CEO

ろ Date:

City of San Diego License No.: <u>B19960020</u>66

State Contractor's License No.: 718202

CONTRACT/AGREEMENT

ATTACHMENTS

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Contract Forms (Rev. July 2012) Sewer and Water Group 732 Promium is For Contract Term And Is Subject To Adjustment Based On Final Contract Price EXECUTED IN TRIPLICATE BOND NO. 2153991 PREMIUM: \$10,985.00

CONTRACT ATTACHMENT PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

NORTH AMERICAN SPECIALTY INSURANCE COMPANY Burtech Pipeline Incorporated, a corporation, as principal, and _______, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of <u>ONE MILLION THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS</u> <u>AND 00/100 (\$1,355,000.00)</u>, for the faithful performance of the annexed contract, and in the sum of <u>ONE MILLION THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND</u> 00/100 (\$1,355,000.00), for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract <u>Sewer and Water Group 732</u>, Bid Number <u>K-13-5642-DBB-3-C</u>, 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. 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.

Contract Forms (Rev. July 2012) Sewer and Water Group 732 21 | Page

CONTRACT ATTACHMENT (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated MARCH 26, 2013

Approved as to Form and Legality

BURTECH PIPELINE, INCORPORATED

Principal DOMINIC J. BURTECH, JR., PRESIDENT

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney Bγ

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACI	KNOWLEDGMENT	No. 519
State of California County of <u>SAN DIEGO</u>)	CAPACITY CLAIMED BY SIGNER Though statute does not require the Notary to
	ORAH D. DAVIS, NOTARY PUBLIC	fill in the data below, doing so may prove invaluable to persons relying on the document. INDIVIDUAL
personally appeared MARK D.	IATAROLA ,	CORPORATE OFFICER(S)
Who proved to me on the basis of satisfact DEBORAH D. DAVIS COMM. #1929979 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Comm. Exp. APRIL 21, 2015	tory evidence to be the person(e) whose name(e) is/are subscribed to the within instrument and acknowledged to me that he/she/they-executed the same in his/her/their 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 of Notary	Image: Display state of person(s) or entity(les)
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	TITLE OR TYPE OF DOCUMENT	
	NUMBER OF PAGES DATE OF DOCUME	NT
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.	SIGNER(S) OTHER THAN NAMED ABOVE	

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

GLENDA J. GARDNER, MARK D. IATAROLA and DEBORAH D. DAVIS

JOINTLY OR SEVERALLY

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

FIFTY MILLION (\$50,000,000,00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

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

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



North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook

ss:

On this <u>10th</u> day of <u>December</u>, 20<u>12</u>, before me, a Notary Public personally appeared <u>Steven P. Anderson</u>, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and <u>David M. Layman</u>, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Nonna D. Sklens

Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26 th day of MARCH , 20 13 .

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT		
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State of California	ļ	
County of Sale Alego]	
On $3/27/13$ before me, Arth	ur P. Arquilla, Notary Public	
Date Dation Relat	ur P. Arquilla, Notary Public Here Insert Name and Title of the Officer Ae A Name(s) of Signer(s)	
personally appeared <i>forminic</i> function	Name(s) of Signer(s)	
t. v	who proved to me on the basis of satisfa be the person(s) whose name(s) is/are s vithin instrument and acknowledge	ubscribed to the d to me that
OFFICIAL SEAL	ne/she/they executed the same in his/he apacity(ies), and that by his/her/their signstrument the person(s), or the entity which the person(s) acted, executed the	nature(s) on the upon behalf of
SAN DIEGO COUNTY MY COMM, EXP. JAN. 7, 2014	certify under PENALTY OF PERJURY of the State of California that the forego rue and correct.	
· · · · · · · · · · · · · · · · · · ·	WITNESS my hand and official seal.	1
c	Signature	U ~
Place Notary Seal Above OPTIC	Signature of Notary Publ	ic
Though the information below is not required by law, it m and could prevent fraudulent removal and real	ay prove valuable to persons relying on the docu	ment
Description of Attached Document		
Title or Type of Document:		
Document Date:	Number of Pages:	·····
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer(s)		
Signer's Name: Individual Corporate Officer — Title(s):	Signer's Name: □ Individual □ Corporate Officer — Title(s):	
 Partner — D Limited D General Attorney in Fact Trustee Guardian or Conservator 	 Partner — Limited General Attorney in Fact Trustee Guardian or Conservator 	RIGHT THUMBPRINT OFSIGNER Top of thumb here
□ Other:	Other:	
Signer Is Representing:	Signer is Representing:	

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CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Sewer and Water Group 732

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 7-13.3" Drug-Free Workplace", of the project specifications, and that;

"Drug-Free Workplace", of the project specifications, and that;

BURTECH PIPELINE INCORPORATED

(Name under which business is conducted)

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.

Signed	
Printed Name	DOMINIC J BURTECH
Title	PRESIDENT & CEO

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Sewer and Water Group 732

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

BURTECH PIPELINE INCORPORATED

(Name under which business is conducted)

has in place a 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.

Signed	6-7/
Drinted Marra	DOMINIC J. BURTECH
Printed Name	DOMINICO. BOILTECH
Title	PRESIDENT & CEO

....

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Sewer and Water Group 732

I declare under penalty of perjury that I am authorized to make this certification on behalf of BURTECH PIPELINE INC. , as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this	27th Day of MARCH	_,2013
	Signed	0
	-	DOMINIC J. BURTECH
	Title	PRESIDENT & CEO

AFFIDAVIT OF DISPOSAL

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

Sewer and Water Group 732

(Name of Project)

as particularly described in said contract and identified as Bid No. <u>K-13-5642-DBB-3</u>; (WBS/IO/CC) No. <u>B-00059 / B-00342</u>; and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

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

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

Dated this	DAY C	OF .	
		<u> </u>	

Contractor

ATTEST:

by

State of _____ County of

On this _____ DAY OF _____, 2___, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared ______ known to me to be the ______

Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
- 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).

1-2 TERMS AND DEFINITIONS.

Normal Working Hours - To the City Supplement, ADD the following:

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

- **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
 - 2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

4-1.6 Trade Names or Equals. ADD the following:

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on a City form when provided by the City.

7-3 LIABILITY INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

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

7-3.1 Policies and Procedures.

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

- 4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- 5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.2.3 Contractor's Pollution Liability Insurance.

- 1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
- 2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
- 3. For approval of a substitution of Subcontractor's insurance, you must 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 must not exceed \$25,000 per claim.
- 4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
- 5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
- 6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.
- **7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.
- **7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must 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 must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of § 2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.
- **7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies must 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 must be in excess of your insurance and must not contribute to it.
- **7-3.5.3.3** Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must 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 must provide cross-liability coverage.
- **7-3.6** Deductibles and Self-Insured Retentions. You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

- **7-3.7 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.
- **7-3.8** Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- **7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- **7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

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

Workers' Compensation	Statutory Employers Liability	
Dedily Inium has A saidant	\$1,000,000 as ab assident	
Bodily Injury by Accident Bodily Injury by Disease	\$1,000,000 each accident \$1,000,000 each employee	
Bodily Injury by Disease	\$1,000,000 policy limit	

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

7-4.1.1 Waiver of Subrogation.

The policy or policies must 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.

7-8.6 Water Pollution Control. ADD the following:

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

7-15

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplements, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

- **8-2 FIELD OFFICE FACILITIES.** To the City Supplement, DELETE in its entirety.
- **9-3.2.5** Withholding of Payment. To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:
 - i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

ADD:

- **9-3.7** Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.
- **203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS).** RPMS shall not be used on this contract.
- **302-3 Preparatory Repair Work**. DELETE in its entirety and SUBSTITUTE with the following:

302-3 Preparatory Repair Work.

- 1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
- 2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
- 3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2" for Residential streets, and a minimum depth of 3" for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2" for residential streets, and a minimum of 3" for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10" below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall
reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 400-2.4, "Class 2 Aggregate Base."

- 5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Class 2 Aggregate Base."
- 6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."
- 7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
- 8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
- 9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 400-2.4, "Class 2 Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
 - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ¹/₂" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.

- 2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
- 3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
- 4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
- 5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
- 7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
- 8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 9. Base repairs shall not exceed 20% RAP in content.
- **302-5.1.1 Damaged AC Pavement Replacement.** To the City Supplement, DELETE in its entirety.
- **302-5.1.2** Measurement and Payment. To the City Supplement, DELETE in its entirety.
- **306-22 Pipe Fusion.** DELETE in its entirety.
- ADD:
- 707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared Mitigated Negative Declaration (MND) for Sewer and Water Group 732, DEP No. 255100 / 233447 / 2011091045, as referenced in the Contract Appendix. You must comply with all requirements of the MND as set forth in the Contract Appendix A.

Compliance with the City's environmental document is included in the various Bid items, unless a bid item has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

Mitigated Negative Declaration



ADDENDUM TO MITIGATED NEGATIVE DECLARATION No. 255100 SCH No. 2011091045

Project No. 206610

SUBJECT: Sewer and Water Group Job 732: DEVELOPMENT SERVICES DEPARTMENT APPROVAL to allow for the installation of approximately 5,500 total linear feet (LF) of 8 inch Polyvinyl Chloride (PVC) sewer pipe, and approximately 3,000 total linear feet (LF) of 8-inch PVC water pipe. Approximately, 1,035 LF of sewer pipe would be rehabilitated using trenchless technology in the same trench, with the remainder of the installation accomplished through open trenching. Related work would include construction of new manholes, replacement and re-plumbing of sewer laterals, installation of curb ramps, pavement restoration, traffic control, and storm water best management practices. Construction of the project would affect portions of the following streets and adjacent alleys in the Peninsula Community Plan area: Xenephon Street, Yonge Street, Zola Street, Alcott Street, Browning Street, Plum Street, Willow Street, Evergreen Street, Locust Street, and Rosecrans Street. Applicant: City of San Diego, Public Works – Engineering & Capital Projects Department, Right of Way Design Division.

I. PROJECT DESCRIPTION:

The open trench method of construction would be employed for the majority of the project in order to install the sewer and water pipeline and appurtenances. However, there is an approximately 370 foot long segment of existing sewer alignment that is located in an utility easement between houses on Zola Street and Xenephon Street and an approximately 686 foot long segment of existing sewer alignment between houses on Zola Street and Browning street that would be installed through a trenchless technology utilizing the existing sewer manholes.

Trench depths of the trenches would vary from 5 to 23 feet deep depending on the topography of the area. The widths of the trenches would be approximately three to five feet wide. Other components of the projects would include abandonment and potholing. Abandonment would involve plugging both ends of the existing pipe with concrete, through existing manholes, and would not disturb the surface or subsurface. Potholing is employed to verify the reconnection of sewer laterals to mains or to verify utility crossings. Other improvements will consist of curb ramps, manholes, new pavement/slurry, the removal and/or replacement of street trees and the removal and/or replacement of street lights.

All work would occur within the public right-of-way (ROW) in developed streets and alleys. Activated work hours would occur during the daytime, Monday through Friday. The project would comply with the requirements described in the *Standard Specifications for Public Works Construction*, and California Department of Transportation *Manual of Traffic Controls for construction and Maintenance Work Zones*. A traffic control plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones*.

II. ENVIRONMENTAL SETTING:

The project would be located in the public right-of-way and utility easements and is not in or adjacent to the City's Multi-Habitat Planning Area (MHPA) within the Peninsula Community Plan and would affect the following streets and adjacent alley ways: Xenephon Street, Yonge Street, Zola Street, Alcott Street, Browning Street, Plum Street, Willow Street, Evergreen Street, Locust Street, and Rosecrans Street. (Figure 1).

III. PROJECT BACKGROUND:

A Citywide Pipelines Projects Mitigated Negative Declaration (MND) No. 255100 was prepared by the City of San Diego's Environmental Analysis Section (EAS) and was certified by City Council on November 30, 2011 (resolution number 307122). The Citywide Pipelines Projects MND provides for the inclusion of subsequent pipeline projects that are located within the public right-of-way and would not result in any direct impacts to sensitive biological resources. Pursuant to the City of San Diego's Municipal Code Section 128.036(b) all addenda for environmental documents certified more than 3 years before the date of application shall be distributed for public review for 14 calendar days along with the previously certified environmental document. Therefore this addendum is not being distributed for a 14 calendar day public review.

Historical Resources (Archaeology)

MND No. 255100 analyzed historical resources in relation to pipeline projects and determined that if after a thorough review of the archaeological data no direct impacts were identified to known archaeological sites then the project could addend the MND. A record search of the California Historic Resources Information System (CHRIS) digital database was reviewed to determine presence or absence of potential resources within the project alignments. No archaeological resources were identified within the project areas. However, Sewer and Water Group 732 is located on the City's Historic Sensitivity Map and would require archaeological monitoring in case of unexpected discoveries. Compliance with the Mitigation, Monitoring and Reporting Program would reduce all potential impacts to Historical Resources to below a level of CEQA significance.

Paleontological Resources

Paleontological resources were analyzed in the MND 255100 which included mitigation to reduce impacts to paleontological resources to below a level of significance.

The Bay Point geologic formation underlies the project area. The geologic Baypoint formation underlies the Sewer and Water Group 732. With respect to paleontological fossil resource potential, the Baypoint formation is assigned a high sensitivity. Based on the sensitivity of the affected formation and the proposed excavation depths, construction of Sewer Group 732 could result in significant impacts to paleontological resources. To reduce this impact to below a level of significance, excavation within previously undisturbed formations at a depth of 10 or more feet would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated in accordance with the Mitigation Monitoring and Reporting Program (MMRP) detailed in Section V.

IV. DETERMINATION:

The City of San Diego previously prepared a Mitigated Negative Declaration No. **255100** for the project described in the attached MND and Initial Study.

Based upon a review of the current project, it has been determined that:

- a. There are no new significant environmental impacts not considered in the previous MND;
- b. No substantial changes have occurred with respect to the circumstances under which the project is undertaken; and
- c. There is no new information of substantial importance to the project.

Therefore, in accordance with Section 15164 of the State CEQA Guidelines this addendum has been prepared. No public review of this addendum is required.

V. MITIGATION, MONITORING AND REPORTING PROGRAM INCORPORATED INTO THE PROJECT:

PALEONTOLOGICAL RESOURCES

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

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

3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

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

request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.

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

III. During Construction

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

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

IV. Night and/or Weekend Work

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

- 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
- 2. The following procedures shall be followed.
 - a. No Discoveries

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

b. Discoveries

All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.

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

V. Post Construction

A. Preparation and Submittal of Draft Monitoring Report

- 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
- 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
- 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
- 4. MMC shall provide written verification to the PI of the approved report.

- 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
 - 1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
 - 1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 - 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 - 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 - 4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
 - 1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 - 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

HISTORICAL RESOURCES (ARCHAEOLOGY)

Prior to Permit Issuance or Bid Opening/Bid Award

- A. Entitlements Plan Check
 - 1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.
- B. Letters of Qualification have been submitted to ADD
 - 1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
 - 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
 - 3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

- A. Verification of Records Search
 - 1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
 - 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
 - 3. The PI may submit a detailed letter to MMC requesting a reduction to the ¹/₄ mile radius.
- B. PI Shall Attend Precon Meetings
 - Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
 - 2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects) The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
 - 3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - c. MMC shall notify the PI that the AME has been approved.
 - 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe

to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.

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

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 - 1. The Archaeological Monitor shall be present full-time during all soil disturbing and_grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.
 - 2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
 - 3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered <u>that</u> may reduce or increase the potential for resources to be present.
 - 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
 - 1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
 - 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 - 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
 - 4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance

- 1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.
 - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources Pipeline Trenching and other Linear Projects in the Public Right-of-Way

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes_to reduce impacts to below a level of significance:

- 1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.

- c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

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

- A. Notification
 - 1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
 - 2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.
- B. Isolate discovery site
 - 1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
 - 2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
 - 3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains ARE determined to be Native American
 - 1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
 - 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
 - 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
 - 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.

- 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:(1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and <u>items associated and</u> buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American
 - 1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
 - 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
 - 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 - 2. The following procedures shall be followed.
 - a. No Discoveries

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

- b. Discoveries
 All discoveries shall be processed and documented using the existing
 procedures detailed in Sections III During Construction, and IV Discovery
 of Human Remains. Discovery of human remains shall always be treated as a
 significant discovery.
- c. Potentially Significant Discoveries

If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.

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

VI. Post Construction

- A. Submittal of Draft Monitoring Report
 - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.
 - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
 - 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 - 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 - 4. MMC shall provide written verification to the PI of the approved report.
 - 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
 - 1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
 - 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal

material is identified as to species; and that specialty studies are completed, as appropriate.

- C. Curation of artifacts: Accession Agreement and Acceptance Verification
 - 1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
 - 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV Discovery of Human Remains, Subsection C.
 - 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 - 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 - 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
 - 1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 - 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

Jeff Szymanski, Senior Planner Development Services Department September 12, 2012 Date of Final Report

Analyst: Jeff Szymanski

Attachments: Figure 1: Vicinity Map for Sewer Group 732 Mitigated Negative Declaration #255100

The Addendum to Mitigated Negative Declaration No. 255100 was not distributed for public review pursuant to San Diego Municipal Code (SDMC) Chapter 6, Article 9, Paragraph 69.0211 (Addenda to Environmental Reports). The SDMC requires that addenda to environmental documents certified more than three years previously are to be distributed by Development Services Department (DSD) for a fourteen calendar-day public review period, along with the

previously certified environmental document. Because the Mitigated Negative Declaration 255100 was certified on November 30, 2011, which is within the three year timeline, no additional public review is required. The final Addendum was distributed to the following groups and individuals for public disclosure in accordance with CEQA Section 15164.

VI. DISTRIBUTION:

Copies or notice of this Addendum were distributed to:

City of San Diego Council Member Faulconer, District 2 City Attorney Shannon Thomas (MS 93C) Development Services Department Helene Deisher (MS 501) Historic Resources Board (87) City of San Diego, Public Works – Engineering & Capital Projects Department Daniel Tittle (MS 908A) Juan Baligad (MS 908A) Rex Dunn (MS 908A) Hung Huynh (MS 908A) Library Dept.-Gov. Documents MS 17 (81) Hervey Branch Library (MS 81z)

Other

Peninsula Community Planning Board (390) Peninsula Beacon (389) San Diego Gas and Electric (114) San Diego Natural History Museum (166) South Coastal Information Center (210) San Diego Historical Society (211) San Diego Archaeological Center (212) Save Our Heritage Organisation (214) San Diego County Archaeological Society, Inc. (218) Carmen Lucas (206) Clint Linton (215b) Ron Christman (215) Louie Guassac (215A) Frank Brown (216) Kumeyaay Cultural Heritage Preservation (223) Kumeyaay Cultural Repatriation Committee (225) Native American Distribution (NOTICE ONLY 225A-R)

Copies of the addendum, the final MND, the Mitigation Monitoring and Reporting Program, and any technical appendices may be reviewed in the office of the Entitlements Division of the Development Services Department, or purchased for the cost of reproduction.

APPENDIX B

Fire Hydrant Meter Program

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

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

2. <u>AUTHORITY</u>

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

Reference

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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- 11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any 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.
- 13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
- 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

5. <u>EXCEPTIONS</u>

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

6. MOBILE METER

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) Vehicle Mounted Meters: Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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7. FEE AND DEPOSIT SCHEDULES

7.1 Fees and Deposit Schedules: The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. 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. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 100F 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

Water Department Director

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

APPENDIX

Administering Division:	Customer Support Division
Subject Index:	Construction Meters Fire Hydrant Fire Hydrant Meter Program Meters, Floating or Vehicle Mounted Mobile Meter Program, Fire Hydrant Meter
Distribution:	DI Manual Holders

Woter-Hydrant Me	For Fire	•	NS Requests Fac#
- I V MI MI MI MI MI MI	eter		Date in the second s
nehm minin WHIHB SHU	P 6105277	140	
Caminito Cholos • San Diego, California 92105-5097 · FA leter Information	X 619 527 3	Application I	
ire Hydrant Location: (Attach detailed m	ap, Thomas Bros	s. map location or c	onstruction drawing.)
	× ×		•
pecific Use of Water:			
			•
ny return to Sewer or Storm Drain, if so,	explain:	<u>م</u>	
		•	* A
stimated Duration of Meter Use:			Check Box if Reclaimed Water
Company Information			
Company Name:			······································
Nailing Address			-
City:	State:	Zip Code:	Phone: ()
Business License #:		*Contractor Lice	ense #:
A copy of the Contractor's License and/or Bus	siness License is rea		
Name and Title of Agent:			Phone: ()
Site Contact Name and Title:	AND		Phone: ()
Pager #:			Cell : ()
Responsible Party Name:	a.		Title:
Social Security or Cal ID #:			Phone: ()
			Date: zation understand the proper use of Fire Hydrant Meter.
	ennoval F	Zoniasi	
rire Hydrant Weter H	cinova i	-	•
FIFE HYDRANT IVIELER H Check Box to Request Removal			ted Removal Date:
Check Box to Request Removal	of Above Meter		ted Removal Date:
Check Box to Request Removal	of Above Meter		ted Removal Date:
Check Box to Request Removal	of Above Meter		ted Removal Date: Date:
Check Box to Request Removal Provide current Meter location if differen	of Above Meter	Reques	
Check Box to Request Removal Provide current Meter location if differen	of Above Meter	Reques	
Check Box to Request Removal Provide current Meter location if differen Signature:	of Above Meter nt from above:	Reques Title: Pager: (
Check Box to Request Removal Provide current Meter location if differen Signature:	of Above Meter nt from above: For	Reques Title:	
Check Box to Request Removal Provide current Meter location if differen Signature: Phone: ()	of Above Meter nt from above: For	Reques	Date:) \$ Fees Amount: \$
Check Box to Request Removal Provide current Meter location if differen Signature: Phone: () City Meter	of Above Meter nt from above: For	Reques	Date:) S Fees Amount: \$ Meter Make & Style:
Provide current Meter location if differen Signature: Phone: () City Meter CIS Account #:	of Above Meter nt from above: For	Reques	Date:) \$ Fees Amount: \$
Check Box to Request Removal Provide current Meter location if differen Signature: Phone: () City Meter CIS Account #:	of Above Meter nt from above: For	Reques	Date:) S Fees Amount: \$ Meter Make & Style:

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO 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 Seeding Irrigation (for establishing irrigation only; not continuing irrigation) Mixing Concrete Mobile Car Washing Special Events Street Sweeping Water Tanks Water Trucks Window Washing

Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.

"Exhibit C"

Date

Name of Responsible Party Company Name and address Account Number:

Subject:

Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter #______, located at <u>(Meter location address)</u> ends in 60 days and will be removed on or after <u>(Date authorization expires)</u>. Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

City of San Diego, Water Department Attn: Meter Services 2797 Caminito Chollas San Diego, Ca. 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant "Hot Line" at: (xxx) xxx + xxxx.

Sincerely,

City of San Diego Water Department

	drant Meter e/Removal R	(EXHIBIT D)	For NS Req: Date	Office Use Only FHM Fac #: By
Date:	to (xxx) xx	n: Complete pertine cx-xxxx, mail, or har et/Meter Shop at: 2	nd-deliver to the City 2707 Caminito Chol	
Meter Information			San Diego, CA	92105
Billing Account #:		Requested Mo	ve Date:	
Current Fire Hydrant Meter Locatio	on:			
New Meter Location: (Attach a det	tailed map, Thomas Bros	s map location or co	nstruction drawing.,)
Company Information Company Name:				
Mailing Address				
City:	State:	Zip Code:	Phone: ()	
Name and Title of Requestor:		<u> </u>	Phone: ()	
Site Contact Name and Title			Phone: ()	
Pager #:			Cell : ()	
Responsible Party Name authorizir	ng relocation fee:			-
Signature:	Title:		Date:	
Fire Hydrant Meter	oval of Above Meter	-	Removal Date:	
Signature:		Title:		Date:
Phone: ()		Pager: ()	· · · · · · · · · · · · · · · · · · ·	
CIS Account #:		ice Use Only ees Amount: \$		
Meter Serial #:		Size:	Make/Style	
Backflow #:		Size:	Make/Style	
A CONTRACT OF			A CONTRACTOR OF A CONTRACTOR	A CARLES AND A CARLES

FHM Relocate_Removal Form

FHM App Created: 11/2/00-htp

APPENDIX C

Materials Typically Accepted by Certificate of Compliance
Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D

Sample City Invoice

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123							Contractor's Name:				
Project	Name:					Contractor's Address:					
SAP No	o. (WBS/IO/CC)										
City Pu	urchase Order No.					Contractor's Phone #: Invoice No.					
Resider	nt Engineer (RE):					Contract	or's Fax #:			Invoice Date:	
RE Pho	one#:	RE Fax#:				Contact N	Name:		Billing Po	eriod:	
		Contract Authorization				Estimate	This E	stimate	Totals t	o Date	
Item #	Item Description	Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500.000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00	1	1				
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.2	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.5	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
	Certified Payroll	LS	0,500	\$1,400.00	\$1,400.00						
12	CHANGE ORDERS	1.5	1	\$1,400.00	\$1,400.00						
Change		4,890									
Items 1	e Order 1	4,890			\$11,250.00						
	-4 Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)						
	e Order 2	LF 160,480	120	-\$55.00	(\$0,500.00)						
Items 1		100,400			\$95,000.00						
-	-5 Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)						
	Encrease bid Item 9	LF	8	\$9,800.00	\$78,400.00						
	e Order 3 (Close Out)	-121,500	0	\$3,000.00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
0	Deduct Bid Item 3	;= • •	53	-500.00	(\$26,500.00)						
	Deduct Bid Item 4	LS	-1	45,000.00	(\$45,000.00)			1	1		
Items 3	-9		1	-50,500.00	(\$50,500.00)						
					· · · · · · · · · · · · · · · · · · ·			Total			
	SUMMARY							This	\$ -	Total Billed	\$0.00
A. Original Contract Amount										w Payment Sche	lule
B. Approved Change Order 1 Thru 3										this billing	
C. Total Authorized Amount (A+B)							Previous F	Retention V	Vithheld in	PO or in Escrow	
D. Total Billed to Date							Add'l Amt	to Withho	old in PO/T	ransfer in Escrow	:
E. Less	Total Retention (5% of D)						Amt to Re	lease to Co	ontractor fr	om PO/Escrow:	
	Total Previous Payments										
	ment Due Less Retention					Contract	or Signatu	re and Da	te:		
· ·	naining Authorized Amount										
	5	1 1					1		1		

APPENDIX E

Location Map



COMMUNITY PLAN 38 PENINSULA, COUNCIL DISTRICT 02, WBS# B00059/00342

APPENDIX F

Hydrostatic Discharge Form

<u>APPENDIX</u>

Hydrostatic Discharge Requirements Certification (Discharge Events < 500,000 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. 2002-0020, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.swrcb.ca.gov/rwqcb9/board_decisions/adopted_orders/2002/2002_0020.shtml), and as follows:

Discha	rged water has been dec	hlorinated to below <u>0.1</u>	(mg/l) level; and effluen	t has been maintained	between <u>6 and 9</u> (<i>PH</i>) bas	ed on:	is dischai acceptab		Comment
Event #	Discharge Date & Amount (GAL)	Discharge Time	Meter Readings (at source)	Test Results (Chlorine / PH)	Name of Personnel Conducting Tests (print)	*signature of personnel	yes	no	
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
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	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
-	gning, I certify that all o	of the statements and	l conditions for hydros	static discharge even	ts are correct. Work Order No.(s):		_		
	y thresholds have been exc	eeded? Per Order No. 200	2-0020, would this be a rep	oortable discharge and mus	st be reported within 24 hours	s of the event? [Reportable disch	arge would inc	lude violation	of maximum gallons per day, any upset whi

APPENDIX G

Sample Archaeology Invoice

(FOR ARCHAEOLOGY ONLY) Company Name

Address, telephone, fax

Date: Insert Date

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

Project Name: Insert Project Name

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

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

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

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

Summary of charges:

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

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

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

Summary of charges:

Description of	Where	Name	Start Date	End	Total	Hourly	Amount
Services	work occurred (onsite vs			Date	Hours	Rate	
The late A well as a flag sheet	offsite/lab)	T	9/20/2011	0/2/2011	40	¢0.4	¢2.260
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal	1	1		1	1	1	\$3,420

Total this invoice:	\$
Total invoiced to date:	\$

Note 1:

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

Note 2:

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

- 1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of <u>all four</u> California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
- 2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
- 3. What resources were discovered during monitoring?
- 4. What is the landform context and what is the integrity of the resources?
- 5. What additional studies are necessary?

a.

- 6. Based on application of the California Register criteria, what is the significance of the resources?
 - If the resource is eligible for the California Register, can the resource be avoided by construction?
 - 5. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

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

City of San Diego

CITY CONTACT: Clementina Giordano - Contract Specialist, Email: cgiordano@sandiego.gov Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "A"

FOR



SEWER AND WATER GROUP 732

BID NO.:	K-13-5642-DBB-3
SAP NO. (WBS/IO/CC).:	B-00059 / B-00342
CLIENT DEPARTMENT:	2011 / 2013
COUNCIL DISTRICT:	2
PROJECT TYPE:	JA / KB

BID DUE DATE:

2:00 PM FEBRUARY 12, 2013 CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 1010 SECOND AVENUE, SUITE 1400, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

1) For City Engineer

Date

1-14





A. CHANGES TO CONTRACT DOCUMENTS

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

B. CLARIFICATIONS

- 1. Plans have been uploaded, as part of this addendum.
- 2. To the cover page of Volume 1 and Volume 2, Client Department, revise codes to read "2011 / 2013."

C. VOLUME 1

1. To the Notice Inviting Bids, Required Documents, page 16, **ADD** the following:

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
21.	BID SUBMITTAL	ALL	Form AA45 - Subcontractors
	DATE/TIME	BIDDERS	Additive/Deductive Alternate

2. To the Notice Inviting Bids, **ADD** the following:

36. ADDITIVE/DEDUCTIVE ALTERNATES:

- **36.1** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make decision prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).
- **36.2** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.
- 3. To Contract Forms, Agreement, page 18, **DELETE** in its entirety and **SUBSTITUTE** with page 5 of 13 of this addendum.

D. VOLUME 2

- 1. To Bidding Documents, Contractors Certification of Pending Actions, page 9, **DELETE** in its entirety and **SUBSTITUTE** with page 6 of 13 of this addendum.
- 2. To Bidding Documents, Proposal (BID), pages 11 through 15, **DELETE** in their entirety and **SUBSTITUTE** with pages 7 of 13 through 12 of 13 of this Addendum.

3. To Bidding Documents, **ADD** Form AA45 - Subcontractors Additive/Deductive Alternate Form with page 13 of 13 of this Addendum.

Tony Heinrichs, Director Public Works Department

Dated: January 14, 2013 San Diego, California

TH/bd/lji

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and______, herein called "Contractor" for construction of Sewer and Water Group 732; Bid No.K-13-5642-DBB-3; in the amount of ________, which is comprised of the Base Bid plus/minus Additive/Deductive Alternates

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 Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled <u>Sewer and Water Group 732</u>, on file in the office of the City Clerk as Document No. ______, as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Sewer and Water Group 732**, Bid Number **K-13-5642-DBB-3**, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACTORS 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 ten years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name:			
Certified By		Title	
	Name		
		Date	
	Signature		

USE ADDITIONAL FORMS AS NECESSARY

PROPOSAL (BID)

The Bidder agrees to the construction of **SEWER & WATER GROUP 732**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension				
	BASE BID										
1	1	LS	237110	2-4.1	Bonds (Payment and Performance)		\$				
2	5	EA	237110	3-3.2.2.1	Certified Payroll	\$	\$				
3	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions		\$				
4	1	LS	237310	7-10.2.6	Traffic Control		\$				
5	1	AL	237310	7-10.2.6	Portable Changeable Message Signs (PCMS) - Type I		\$5,000.00				
6	1	LS	237110	9-3.4.1	Mobilization		\$				
7	1	AL		9-3.5	Field Orders Type II Allowance		\$20,000.00				
8	20	CY	237310	300-1.4	Additional Pavement Removal & Disposal	\$	\$				
9	1	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$	\$				
10	900	LF	237310	302-1.12	Cold Mill AC Pavement (0 - 1 1/2")	\$	\$				
11	72,000	SF	237310	302-4.12.4	Rubberized Polymer Modified Slurry Type II and Striping	\$	\$				
12	5	TON	237310	302-3.4	Asphalt Pavement Repair	\$	\$				

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
13	1,200	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	\$	\$
14	140	TON	237316	302-5.9	1-1/2 Inch Asphalt Concrete Overlay and Striping	\$	\$
15	100	LF	237310	303-5.9	Additional Curb and Gutter	\$	\$
16	200	SF	237310	303-5.9	Additional Sidewalk Removal and Replacement	\$	\$
17	830	SY	237310	302-7.4	Pavement Fabric	\$	\$
18	1,000	LF	237110	302-14.5	Crack Seal	\$	\$
19	7	EA	237110	303-1.11	Concrete Anchor	\$	\$
20	46	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Detectable Warning Tiles	\$	\$
21	1	LS	237110	306-1.1.6	Trench Shoring		\$
22	300	СҮ	237110	306-1.2.1.1	Additional Bedding	\$	\$
23	100	TON	237110	306-1.6	Imported Backfill	\$	\$
24	316	TON	237310	306-1.5.1	Temporary Resurfacing	\$	\$
25	3,289	LF	237110	306-1.6	8-Inch Water Main	\$	\$
26	4	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly & Marker	\$	\$
27	2	EA	237110	306-1.6	12-Inch Gate Valve	\$	\$
28	5	EA	237110	306-1.6	8-Inch Gate Valve	\$	\$
29	4,383	LF	237110	306-1.6	8-Inch Sewer Main	\$	\$
30	1	EA	237110	306-1.6	Sewer Main Cleanout	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
31	16	EA	237110	306-1.8.6	Manholes (4 x 3)	\$	\$
32	5	EA	237110	306-1.8.6	Connection to Existing Manhole and Rechanneling.	\$	\$
33	90	EA	237110	306-1.9.1	4-Inch Sewer Lateral & Cleanout (Street)	\$	\$
34	1	EA	237110	306-1.9.1	4-Inch Sewer Lateral Connection	\$	\$
35	31	LF	237110	306-5.3	Abandon and Fill Existing 6-Inch Sewer Main Outside of Trench Limit	\$	\$
36	31	LF	237110	306-9.7	Cleaning and video inspecting pipelines and culverts	\$	\$
37	11,000	LF	237110	306-9.7	Video inspecting pipelines and culverts Televising for Acceptance	\$	\$
38	5	EA	237110	306-13	Abandon Water Services (Stiff)	\$	\$
39	55	EA	237110	306-14.1	1 Inch Water Service	\$	\$
40	2	EA	237110	306-14.1	1-Inch Water Service Transfer	\$	\$
41	3	EA	237110	306-18	2-Inch Blowoff Valve Assembly	\$	\$
42	3	EA	237110	306-19	1-Inch Air & Vacuum Valve, Class 250	\$	\$
43	716	LF	237110	306-20.12	8-Inch Sewer Main, Special Strength SDR-26, Jack and Bore	\$	\$
44	366	LF	237110	306-21.9	8 Inch Sewer by Pipe Bursting	\$	\$
45	4	EA	237110	500-1.6.2.6	Service Lateral Connection	\$	\$
46	1	EA	237116	500-2.10.2	Rehabilitate Existing Manhole	\$	\$
47	350	SF	237110	600-1.3.1.5	Pavement Restoration for City Forces Final Connection	\$	\$
48	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
49	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation		\$
50	1	LS	237110	704-4	Sewage Bypass and Pumping Plan (Diversion Plan)		\$
51	5	DAYS	541330	707-1	Suspension of Work - Resources	\$	\$
52	7,500	LF	541330	707-2	Archeological and Native American Monitoring Program	\$	\$
53	7,500	LF	541330	707-3	Paleontological Monitoring Program	\$	\$
54	1	AL	541330	707-4	Archeological and Native American Mitigation and Curation - Type I		\$10,000.00
55	100	CY	541330	707-5	Paleontological Mitigation and Excavation	\$	\$
					ESTIMATED TOTAL BASE BID:	\$	

	ADDITIVE ALTERNATE A							
1	1 LS 237110 600-1.2.2.10 High-lining by the Contractor					\$		
2	2	EA	237110	600-1.2.2.10	8-Inch through 12-Inch Connections to the Existing System by Contractor	\$	\$	
3	1	EA	237110	600-1.3.2.10	8-Inch through 12-Inch Cut-in Tee by Contractor	\$	\$	
4	6	EA	237110	600-1.4.9	600-1.4.9Cut and Plug of the Existing System by Contractor		\$	
	ESTIMATED TOTAL ADDITIVE ALTERNATE A:							
				ESTIMA	ATED TOTAL BASE BID PLUS ADDITIVE ALTERNATE A:	\$		

BIDDING DOCUMENTS

TOTAL BID PRICE FOR BID (Items 1 through 55 PLUS Additive Alternate A, items 1 through 4 inclusive) amount written in words:

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: ______

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

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a copartnership, 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.

Bidder:
Title:
Business Address:
Place of Business:
Place of Residence:
Signature:

NOTES:

- A. The City shall determine the low Bid based on the Base Bid plus Additive Alternate '<u>A</u>'.
- B. After the low Bid has been determined, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.
- C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- D. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- E. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- H. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- I. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

Bidder shall list all Subcontractors described in the Bidder's *Base Bid* whose percentage of work will increase or decrease if alternates are selected for award. Bidder shall also list additional Subcontractors not described in the Bidder's *Base Bid* who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%.. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED②	CHECK IF JOINT VENTURE PARTNERSHIP
	Name:						
	Address:						
	City: State:						
	Zip: Phone:						
	Name:						
	Address:						
	City: State:						
	Zip: Phone:						
	Name:						
	Address:						
	City: State:						
	Zip: Phone:						

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		
As appropriate, Bidder shall indicate if Subcontractor is certific	ed by:		
City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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 participations percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title:	SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATES
Form Number	AA45

2

(Rev. July 2012)

City of San Diego

CITY CONTACT: Clementina Giordano - Contract Specialist, Email: cgiordano@sandiego.gov Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "B"

FOR



SEWER AND WATER GROUP 732

BID NO.:	K-13-5642-DBB-3
SAP NO. (WBS/IO/CC).:	B-00059 / B-00342
CLIENT DEPARTMENT:	2011 / 2013
COUNCIL DISTRICT:	2
PROJECT TYPE:	JA / KB

BID DUE DATE:

2:00 PM FEBRUARY 12, 2013 CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 1010 SECOND AVENUE, SUITE 1400, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

nje For City Engineer

<u> /-30-13</u> Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. VOLUME 1

- 1. To the Supplementary Special Provision, Section 203-15, RUBBER POLYMER MODIFIED SLURRY (RPMS), page 34, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - **203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS).** RPMS shall be used on this contract.

C. PLANS

1. To Drawing Number, Sheet 31973-22-D, **DELETE** in its entirety and **REPLACE** with page 4 of 4 of this Addendum.

Tony Heinrichs, Director Public Works Department

Dated: January 30, 2013 San Diego, California

TH/bd/lji

101 2+63.63 222.29 1849008.98 102 4+85.92 154.98 1849140.12	EAST (X) 6263460.80								
100 1+00.00 163.63 ' 1848912.49 101 2+63.63 222.29 ' 1849008.98 102 4+85.92 154.98 ' 1849140.12									
101 2+63.63 222.29 1849008.98 102 4+85.92 154.98 1849140.12	6263460.80								
102 4+85.92 154.98 1849140.12									
	6263328.65								
103 6+40.90 155.07 1 1840232.14	6263149.16								
103 0740.30 133.07 1049232.14	6263024.46								
104 7+95.97 400.78 1849324.08	6262899.58								
105 11+96.75 370.01 ' 1849560.92	6262576.27								
106 15+66.76 369.96 1849779.80	6262277.94								
107 19+36.72 132.43 1849998.74	6261979.72								
108 20+69.15 1850077.02	6261872.90								
ALIGNMENT - 2, SHT - 5, Yonge St-1									
POINT LENGTH NORTH	EAST								
# STA. (FEET) (Y)	(X)								
200 1+00.00 251.10 1849130.12	6263620.14								
201 3+51.10 1849278.18	6263417.33								
ALIGNMENT - 3, SHT 6-7, Yonge St-2									
POINT LENGTH NORTH	EAST								
# STA. (FEET) (Y)	(X)								
300 1+00.00 369.96 1849559.78	6263034.08								
301 4+69.96 369.67 1849778.89	6262735.98								
302 8+39.63 398.4 1849997.17	6262437.64								
303 12+38.03 1850232.90	6262116.46								
ALIGNMENT - 4, SHT - 8, Willow St									
POINT LENGTH NORTH	EAST								
# STA. (FEET) (Y)	(X)								
	6262576.27								
	6262735.98								
400 6+39.53 1849995.90	6262895.47								
ALIGNMENT - 5, SHT 9-10, Alcott St									
POINT LENGTH NORTH	EAST								
# STA. (FEET) (Y)	(X)								
	6263939.82								
	6263752.06								
	6263633.04								
	6263353.84								
	6263172.39								
505 11+95.50 1850212.70	6263055.79								
ALIGNMENT - 6, SHT 11-12, Clove/Alcott									
POINT LENGTH NORTH	EAST								
# STA. (FEET) (Y)	(X)								
	6262299.48								
	6262458.62								
602 6+30.06 1850805.57	6262248.73								

(SEWER)

	HORIZONTAL (SEWER) ALIGNMENT REPORT & DETAILS								
	SEWER AND WATER MAIN REPLACEMENT								
		GROUP 732							
	CITY OF SA ENGINEERING AND SHEET	CAPITA		S DEPAR		WATER WBS* B-00059 SEWER WBS* B-00342			
		ès_	(DI/30/ DATE	13	HUNG HUYNH ASSOCIATE ENGINEER			
PROFESSION	DESCRIPTION	DT/RD	APPROVED	DATE	FILMED				
151 JAL E. 5959 (1)	"A" CHANGE	DT		01-30-13		208-1701 OCS27 COORDINATE			
No. C49744						I <u>846444-6262407</u> CCS83 COORDINATE			
of CALIFORN	CONTRACTOR		ATE STARTE ATE COMPLE			31973–22–D			
"A" CHANGE: DELETED DETAILS Page 4 of									

		St	-VVE	:R	8	ι VV	AIE
	RACTOR'S RESPONSIBILI ⁻	TIES		SHEE	T DISCIPLINE	STREET	LIMITS OF
 PURSUANT TO SECT DAYS PRIOR TO EXC (E.G., UNDERGROUND IDENTIFICATION NUME NOTIFY SDG&E AT L UNDERGROUND HIGH LOCATE AND RECONI APPROXIMATE ONLY, 2797 CAMINITO CHOL LATERAL REPLACEME 	ION 4216 OF THE CALIFORNIA GOVER CAVATION, YOU MUST CONTACT THE SERVICE ALERT OF SOUTHERN CAL BER. LEAST IO WORKING DAYS PRIOR TO VOLTAGE TRANSMISSION POWER LINE NECT ALL SEWER LATERALS. LOCAT LATERAL RECORDS ARE AVAILABLE LAS. LOCATE THE IMPROVEMENTS T	RNMENT CO REGIONAL IFORNIA) ANI EXCAVATINO ES. (I.E., 69 TONS AS SH AT THE P THAT WILL F	NOTIFICATION CENTER D OBTAIN AN INQUIRY G WITHIN IO' OF SDG&E KV & HIGHER) HOWN ON THE PLANS ARE UBLIC UTILITIES DEPARTM BE AFFECTED BY	E 2 3 4 5 6 7 1ENT, 8 9 10	CODE GOI COI CO2 CO3 CO4 CO5 CO6 CO7 CO8 CO9 CIO	COVER SHEET XENOPHON STREET XENOPHON STREET XENOPHON STREET YONGE STREET YONGE STREET YONGE STREET WILLOW STREET ALCOTT STREET ALCOTT STREET CLOVE STREET	SEWER ROSCRANS TO SE SE OF EVERGREEN SE OF PLUM TO N ROSECRANS TO SE STA I+OO TO STA SE OF PLUM TO O ZOLA TO XENOPHO ROSECRANS TO LO STA 7+50 TO WIL ZOLA TO ALCOTT
THE SIZE OF EACH S 5. CITY FORCES, WHEN PLUGS AND CONNECT 6. KEEP EXISTING MAINS SHOWN ON THE PLAN 7. THE LOCATIONS OF 8. KEEP STORM DRAIN 9. UNLESS OTHERWISE PROFILE FOR EXISTIN	SERVICE BEFORE TAPPING THE MAIN SPECIFIED OR SHOWN ON THE PLAN TIONS. S IN SERVICE IN LIEU OF HIGH-LININ	I, WILL MAI IG, UNLESS THE PLANS TIMES DUF (PH), ELEVA RCH OF TH	KE PERMANENT CUTS AN OTHERWISE SPECIFIED OR ARE APPROXIMATE. RING CONSTRUCTION. TIONS SHOWN ON THE E AVAILABLE RECORDED	D 13 14 15 16 17 18 19 20	CII CI2 CI3 CI4 CI5 CI6 CI7 CI8 CI9	ALCOTT STREET XENOPHON STREET XENOPHON STREET WILLOW STREET EVERGREEN/ALCOTT ST ALCOTT STREET STREET RESURFACING CURB RAMP LOCATION	CLOVE TO NW OF WATER ROSECRANS TO SE SE OF EVERGREEN BROWING TO NW C NE OF YONGE TO 'S STA 0+80 TO BRO ROSECRANS TO LC
GUARANTEE THAT IT VERIFY ALL EXISTIN IN ACCORDANCE WITH IO. EXISTING UTILITY CR	HAS REVIEWED ALL AVAILABLE DANG UTILITIES EITHER SHOWN ON THE H THE SPECIFICATIONS SECTION 5-1. ROSSING AS SHOWN ON THE PLANS ACTUAL LENGTH AND LOCATION OF	ATA. PRIOR E PLANS OF ARE APPRO	TO EXCAVATION, YOU MUS R MARKED IN THE FIELD DXIMATE AND ARE NOT	22 23	C20 C21 C22 ·	CITY FORCES HORIZONTAL ALIGNMENT WATER POLLUTION CON	
CONTACT THE CITY' TATYANA FIKHMAN A OF THE SHUTDOWN (WATER OPERATIONS OR AT (619) 527-394	E IRON PIPING AND FITTINGS SHALL	RATIONS SL (619)527-7 I 16 INCHES ELL AT BP	JPERVISOR 465.FOR COORDINATION),CONTACT THE CITY'S OWELL@SANDIEGO.GOV	POIN	STREET		21-Strift
ST	ORM WATER PROTECTIC	אר			T LOMA くうく SCHOOL いうううく	LOMA PO ELEMENT/ SCHOOL	
NO. <u>R9-2007-0001</u> AN		R PERMIT	ORDER	STREET HON		HOLE (4)	
ABAND ABANDON ABAND'D ABANDONED	ABBREVIATIONS EB ENCASED BURIED	OVHD PVC	OVER HEAD (POLYVINYL CHLORIDE		NUMBER-SEWER		
AC ASBESTOS CEMENT PIPE AHD AHEAD ASSY ASSEMBLY BK BACK BO BLOW-OFF BTWN BETWEEN CATV CABLE TV	TOS CEMENT ELEC ELECTRIC EX, EXIST EXISTING E/O EAST OF BLY F FLANGE GV GATE VALVE OFF HDPE HIGH-DENSITY EN POLYETHYLENE	PROP RED RT ≨ SO S∕O SWR	PROPPROPOSEDREDREDUCERRTRIGHTSURVEY LINESOSTUB OUTS/OSOUTH OFSWRSEWER	(3) SHEET	NUMBER-WATER	— SEWER MAIN REPL	ACEMENT
CATV CABLE TV CI CAST IRON PIPE Q CENTER LINE COND CONDUIT CONT CONTINUED CONTR CONTRACTOR DB DIRECT BURIED	HP HIGH PRESSURE IE INVERT ELEVATION LT LEFT MJ MECHANICAL JOINT MTD MUTTPLE TELEPHONE DUCT N/O NORTH OF	UNK	TELEPHONE UNKNOWN VITRIFIED CLAY PIPE WATER METER WATER WEST OF			WATER MAIN REPL	ACEMENT
CONSTR	RUCTION CHANGE / ADDENDUM	1	WARNIN	G			
NGE DATE AFFECT	ED OR ADDED SHEET NUMBERS	APP	ROVAL NO. O		CI^{\prime}	FY OF SAN	N DIEG

ATER	186601	SE

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

SEWER W.O. 176551

WATER GROUP 732

LIMITS OF WORK

STREET	LIMITS		PI	PE	LENGTH
			SIZE (IN)	TYPE	(FT)
COVER SHEET	SEWER				
KENOPHON STREET	ROSCRANS TO SE OF EVERGREEN		8	SEWER	650
KENOPHON STREET	SE OF EVERGREEN TO SE OF PLUM		8	SEWER	700
KENOPHON STREET	SE OF PLUM TO NW OF CLOVE		8	SEWER	619
YONGE STREET	ROSECRANS TO SE OF LOCUST		8	SEWER	251
ONGE STREET	STA I+00 TO STA 7+00		8	SEWER	600
ONGE STREET	SE OF PLUM TO CLOVE		8 8	SEWER SEWER	509
VILLOW STREET	ZOLA TO XENOPHON		о 8	SEWER	540 650
ALCOTT STREET ALCOTT STREET	ROSECRANS TO LOCUST TO STA 7+ STA 7+50 TO WILLOW	-50	8	SEWER	446
CLOVE STREET	ZOLA TO ALCOTT		8	SEWER	270
ALCOTT STREET	CLOVE TO NW OF CLOVE		8	SEWER	260
	WATER				
KENOPHON STREET	ROSECRANS TO SE OF EVERGREEN		8	WATER	658
KENOPHON STREET	SE OF EVERGREEN TO WILLOW		8	WATER	450
WILLOW STREET	BROWING TO NW OF ZOLA		8 8	WATER	645
VILLOW STREET	NE OF YONGE TO XENOPHON		8	WATER WATER	479 315
EVERGREEN/ALCOTT STS ALCOTT STREET	STA 0+80 TO BROWNING ROSECRANS TO LOCUST TO STA 5+	67	8	WATER	399
	RUSECRANS TO LOCUST TO STA 54	-07	0	MATEN	222
STREET RESURFACING				000	_
CURB RAMP LOCATION	DISCIP	LINE	CODE	-	
CITY FORCES	G GEN	ERAL			
HORIZONTAL ALIGNMENT R	EPORT	C CIVIL			
NATER POLLUTION CONTR	OL PLANS & DEWATERING				





PUBLIC WORKS PROJECT



<u>KEY MAP</u> NO SCALE

<u>FIELD DATA</u>

SBP CHATSWORTH & NIMITZ,ELEV **BENCHMARK**: DATUM: MEAN SEA LEVEL MAJOR STREETS REQUIRING 12" TRENCH CAP: ROSECRA REFERENCE: FIELD BOOK PAGES CI9S, DI9S, C2OS

FUNDING: CIP_SAP 442184/738596_B00342/B00059

TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: LOW_X.

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

WORK TO BE DONE

CONSTRUCTION CONSISTS OF THE INSTALLATION OF SEWER MANHOLES, EIGHT INCH WATER MAINS, WATER SERVICES, FIRE HYDRANTS AND ALL OTHER WORK AND APPURTENANCES IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS NUMBERED 31973-1-D THROUGH 31973-23-D



VICINITY MAP NOT TO SCALE

EXISTING STRUCTURES FX WATER MAIN & VALVES

EX WATER MAIN & VALVES	
EX WATER METER	
EX FIRE HYDRANT	$\bigcirc - \oplus$
EX SEWER MAIN & MANHOLES	C⊢
EX DRAINS	=======================================
EX PAVEMENT (PROFILE)	
EX GROUND LINE (PROFILE)	
EX TRAFFIC SIGNAL	on € T S
EX STREET LIGHT	.✦ SL
GAS MAIN	
ELEC. COND., TEL. COND., CATV	E 'T C·
RAILROAD, TROLLEY TRACKS	
EXISTING BUSH OR OTHER VEGETATION	\bigcirc

IMPROVEMENTS	STANDARD DRAWINGS	<u>SYMBOL</u>
TRENCH RESURFACING SEWER MAIN REHAB.	SDG-107, TYPE-A, SDG-108 SEE PLANS & SPECS	REHAB
SEWER MAIN	SDS-101, SDS-108, SDS-110 (TYPE C)	
SEWER MANHOLE/PVC LINED	SDS-106, SDS-107, SDM-113, SDS-120, M-3,SM-07	— —
REHAB.EX.SEWER MANHOLE	SEE PLANS & SPECS	— <u>·</u> – —
SEWER LATERAL CONNECTION	SEE PLANS & SPECS	PROPOSED SEWER
4" SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED	SDS-102, SDS-103, SDS-104, SDS-105, SDS-108, SDS-110 (TYPE C), SDS-118	P.L. PROPOSED SEWER
SERVICE LATERAL CONNECTION TO REHABILITATED SEWER	SEE PLANS & SPECS	PROPOSED REHABILITATED SEWER
SEWER MAIN CLEANOUT	SC-OI, SEE PLANS & SPECS	O
ABANDON EX MANHOLE	SM-08	∃●€
CUTTING AND PLUGGING ABANE Abandon sewer main	OONED WATER MAIN WP-03 SEE PLANS & SPECS	E
SURVEY MONUMENT	M-10	\bigtriangleup
WATER MAIN & APPURTENANCES	SDW-110, SDW-148, SDW-151	
VALVES WITH CAPS AND WELLS	SDW-109, SDW-152, SDW-153, WV-5	— — ()
6" FIRE HYDRANT ASSEMBLY & MARKER 2-PORT UNLESS SPECIFIED AS 3-PORT	SDW-104, SDW-109, SDW-148, SDW-152, SDW 153	PROPOSED WATER
I" WATER SERVICE UNLESS OTHERWISE SPECIFIED	SDW-107, SDW-134, SDW-135 SDW-136, SDW-137, SDW-138, SDW-148, SDW-149, SDW-150, WS-03	PROPOSED WATER
VATER SERVICE TRANSFER	SDW-149, SDW-150	WM P.L.
BLOW-OFF ASSEMBLY SI	SDW-106, SDW-143, SDW-144 DW-145, SDW-146, SDW-148, WB-05	B.0. ●
NR & VACUUM VALVE	SDW-117,SDW-148, SDW-158, SDW-159, SDW-160	A.V.
OR ADDITIONAL SYMBOLS SEE RE RAFFIC CONTROL SHEETS.	SURFACING, CURB RAMP, HORIZONTAL AL	IGNMENT COORDINATE AND
		G–

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SEWEI

102.463 MSL NGVD 29	9	PLANS FOR THE CONSTRUCTION OF						
ANS ST	SEWER & WATER GROUP 732							
	COVER SHEET							
<	SPEC. NO.	CITY OF S		EGO, CAL 23 SHEET		NIA	WATER WBS# B-00	
			TIOF		3		WBS#OO	342
CTURER	PROFESS/ONA	FOR CITY ENGINEER	es		1/15/12 Date	2	SUBMITTED BY: HUNG HUY ASSOCIATE ENGI	
-	ALL UPL E. SPER	DESCRIPTION	BY	APPROVED	DATE	FILMED	DANIEL TIT	TLE
-	15 15 15 19 18 No. C49744	ORIGINAL	DT/RD				PROJECT ENGIN	EER
_							208-170	
-	* Exp <u>9-30-14</u> *						CCS27 COORDIN	ATE
-	PTE OF CALIFORNIA		-				1 <u>846444-626</u>	2407
_							CCS83 COORDIN	ATE
_		CONTRACTOR	-	ATE STARTE ATE COMPLE	-		31973-01	–D

FINAL DESIGN



TREE S Ζ C Ĩ C Z





	ARCHAEOLOGICAL MONITO TERALS, AND OTHER TRI			
BEGINNING STATION	ENDING STATION	APPROXIMATE LF		
STA.14+50	STA. 20+69.I5	619		
STA+	STA+			
STA+	STA+			
ESTIMATED PALEONTOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)				
(INCLUDES MAIN, LA	TERALS, AND OTHER TRE	ENCHING ACTIVITIES		
(INCLUDES MAIN, LA BEGINNING STATION	TERALS, AND OTHER TRE	ENCHING ACTIVITIES		



CONTRACTORS NOTE: I. THE CONTRACTOR SHALL CONTACT ALEX GARDENAS AT (619) 223-3121 TO COORDINATE CONSTRUCTION

2. WORKING HOURS THIS SHEET SHALL BE LIMITED FROM 8:30 AM TO 1:30PM DURING NORMAL CLASSES

REFERENCE:

WATER: 12119-12-D, 13678-10-D SEWER: 2805-3-L, 3015-L, 00469-D, 50-SCALE: 624 STORM DRAIN: N/A GAS: 7/368, 7/370 ELECTRIC: 208-1698D CABLE TV: N/A TELEPHONE: N/A IMPROVEMENTS: 3015-L 100' SCALE/FIELD BOOK: C20S-B THOMAS BROS.: 1268-C7

RETIREMENTS: 6" SEWER MAIN - CP - 750' - 1927 MH: 4X3, 2, 1927 4" LATERAL - 19 - CP - 1927

		C03
IP	732	

		<u>SEW</u>	<u>ER</u> 8	& WAT	ΓER	GROI	JP 73	32
			XEI	NOPHC	N S	TREET		
	STA 14+50 TO STA 20+6				69±			
	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT				WATER WBS# _	B-00059		
				23 SHEE		TIVIENT	SEWER WBS # _	B-00342
		FOR CITY ENGINEER	tes	I	1/15/12 Date	2		G HUYNH
4	PROFESSION	DESCRIPTION	BY DT/RD	APPROVED	DATE	FILMED		L TITTLE
	No. C49744						2(08-1701 COORDINATE
40'	No. C49744							4-6262407 3 COORDINATE
Ň		CONTRACTOR		ATE STARTEI ATE COMPLE			3197	3–04–D



		SEWER & WATER GROU				JP 732		
		YONGE STREET (SE OF LOC					CUST ST.)	
			STA	A 1+00	to s	TA 3+51	l <u>+</u>	
		CITY OF SA					WATER WBS# B-OC	059
X .		ENGINEERING AND		L PROJECTS		RTMENT	SEWER WBS# B-OC)342
L.			tes_		1/15/12 Date	2	SUBMITTED BY: HUNG HUY ASSOCIATE ENG	
	PROFESSION	DESCRIPTION	BY	APPROVED	DATE	FILMED	DANIEL TIT	
\sim	ES CHELESSION	ORIGINAL	DT/RD				PROJECT ENGI	NEER
							208-I70	-
N N	★ Exp <u>9-30-14</u> ★						1 <u>846444-626</u> CCS83 COORDI	
SCALE: I"=40'	of californic	CONTRACTOR		ATE STARTEI ATE COMPLE			31973–05	5-D



SCALE: I

ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS
(INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)BEGINNING STATIONENDING STATIONAPPROXIMATE LFSTA 1+00STA 7+00

STA.I+OO	STA. 7+00	600
STA+	STA+	
STA+	STA+	
ESTIMATED P	ALEONTOLOGICAL MONIT	ORING LIMITS

(INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

BEGINNING STATION	ENDING STATION	APPROXIMATE LF			
STA.I+00	STA. 7+00	600			
STA+	STA+				
STA+	STA+				
ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE MITIGATION AND MONITORING PROGRAM (MMRP) FOR THE PROJECT.					

REFERENCE:

WATER: 13678-10-D SEWER: 1676-L, 2805-2-L, 3016-L, 469-D, 480-D STORM DRAIN: 2892-L GAS: 7/369, 7/371, 16-400, 16-401 ELECTRIC: 208-1701 CABLE TV: N/A TELEPHONE: 2062 IMPROVEMENTS: 2804-L 100' SCALE/FIELD BOOK: D20S-A THOMAS BROS.: 1268-C7

RETIREMENTS: 6" SEWER MAIN - CP - 600' - 1929 MH: 4X3, 2, 1929 4" LATERAL - 9 - CP - 1929

								000
		<u>SEWER</u> & WATER GROU			JP 732) -		
		YONGE STREET						
			STA	× 1+00 ⁻	TO ST	ΓA 7+00)	
		CITY OF SA		,			WATER WBS# _B	-00059
		ENGINEERING AND		L PROJECTS		RTMENT	SEWER _B	-00342
		FOR CITY ENGINEER	k.	II	/15/12 Date)		HUYNH E ENGINEER
H.	PROFESS/ONA	DESCRIPTION	BY	APPROVED	DATE	FILMED	DANIEL	TITTLE
	LU CHE E. SPACE	ORIGINAL	DT/RD				PROJECT	ENGINEER
$\langle \chi \rangle$	No. C49744							OORDINATE
I"=40'	No. C49744 5 * ^{[40} 9-30-14 *							-6262407 OORDINATE
ľ	OF CALIFORNI	CONTRACTOR		ATE STARTE			31973-	-06-D



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		RCHAEOLOGICAL MONITO TERALS, AND OTHER TRI	
	BEGINNING STATION	ENDING STATION	APPROXIMATE LF
	STA. 7+00	STA.8+39	139
+ 170	STA+	STA+	
	STA+	STA+	
		ALEONTOLOGICAL MONIT ERALS, AND OTHER TRI	
- 165	BEGINNING STATION	ENDING STATION	APPROXIMATE LF
	STA. 7+00	STA.8+39	139
	STA+	STA+	
	STA+	STA+	
- 160	TO CONSTRUCTION AN	_ BE DETERMINED BY THE ND SHALL BE CONSISTENT GRAM (MMRP)FOR THE PRC	WITH THE MITIGATION
150			

REFERENCE:

WATER: 13678-10-D SEWER: 1676-D, 2805-2-L, 3016-L, 469-D, 480-D STORM DRAIN: N/A GAS: 7/369, 7/371, 7/370, 7/372 ELECTRIC: 208-1698D CABLE TV: N/A TELEPHONE: N/A MARROVEMENTS: 2804-1 IMPROVEMENTS: 2804-L IOO' SCALE/FIELD BOOK: C20S-B & D20S-A THOMAS BROS: 1268-C7

RETIREMENTS: 6" SEWER MAIN - CP - 765' - 1929 MH: 4X3, 2, 1929 4" LATERAL – 15 – CP – 1929

							C06		
		SEWER & WATER GROU					UP 732		
		YONGE STREET							
			STA	7+00 1	TO ST	A 12+0	9±		
		CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT					WATER WBS# B-00059 SEWER WBS# B-00342		
		APPROVED: II/15/12 FOR CITY ENGINEER DATE				SUBMITTED BY: HUNG HUYNH ASSOCIATE ENGINEER			
x	PROFESS/ONA		BY	APPROVED	DATE	FILMED	DANIEL TITTLE		
	Story Old L. Solo Trill	ORIGINAL	DT/RD				PROJECT ENGINEER 208-1701 CCS27 COORDINATE		
	★ Exp <u>9-30-14</u> ★						1846444-6262407 CCS83 COORDINATE		
N	CIVIL OF CALIFORNIA	CONTRACTOR	31973–07–D						

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ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)							
BEGINNING STATION ENDING STATION APPROXIMATE LF							
STA.I+00	STA. I+00 STA. 6+39 539						
STA+	STA+						
STA+	STA+						
ESTIMATED PALEONTOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)							
(INCLUDES MAIN, LA	ERALS, AND OTHER TRE	ENCHING ACTIVITIES)					
(INCLUDES MAIN, LA BEGINNING STATION	ERALS, AND OTHER TRE	APPROXIMATE LF					
· · · · · · · · · · · · · · · · · · ·							
BEGINNING STATION	ENDING STATION	APPROXIMATE LF					
BEGINNING STATION STA.I+00	ENDING STATION STA. 6+39	APPROXIMATE LF					

REFERENCE:

WATER: 2887-L, 2888-L SEWER: 2805-3-L, 31972-06-D STORM DRAIN: 2892-L GAS: 7/369, 7/371, 16-400, 16-401 ELECTRIC: 208-1701 CABLE TV: N/A TELEPHONE: 2062 IMPROVEMENTS: 2887-L, 2888-L 100' SCALE/FIELD BOOK: D20S-A THOMAS BROS.: 1268-C7

RETIREMENTS:

								C07
′C	<u>SEWER</u> & WATER GROUP 732							
		WILLOW STREET						
		STA 1+00 TO STA 6+40±						
		CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET, 8 OF 23 SHEETS WATER WBS# B-00059 SEWER WBS# B-00342						
	APPROVED: FOR CITY ENGINEER	II/15/12 SUBMITTED BY: HUNG H ASSOCIATE E						
A	ALD ENDLE SOLO	DESCRIPTION	BY DT/RD	APPROVED	DATE	FILMED	DANIEL PROJECT	TITTLE ENGINEER
\nearrow	No. C49744							-1701 DORDINATE
SCALE: I"=40'							- 1 <u>846444</u> -	6262407 OORDINATE
	F OF CALIFORNIE	CONTRACTOR DATE STARTED 3				31973–08–D		

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NOTE:

I. ALL EXISTING LANDSCAPING TO REMAIN WITHIN THE LIMIT OF WORK (INCLUDING STREET TREES) SHALL BE PROTECTED IN PLACE. SHOULD ANY SAID LANDSCAPING BE DAMAGED OR REMOVED DURING THE COURSE OF CONSTRUCTION, IT SHALL BE REPAIRED OR REPLACED IN LIKE AND KIND TO THE SATISFACTION OF THE DEVELOPMENT SERVICES DEPARTMENT.

2. A BRIGHT YELLOW OR ORANGE TEMPORARY FENCE WILL BE PLACED AROUND EXISTING TREES AT THE DRIP LINE.

3. STOCKPILING, TOPSOIL DISRURBANCE, CONSTRUCTION MATERIAL STORAGE, VEHICLE USE, FOOT TRAFFIC, AND STORAGE OF ANY KIND IS PROHIBITED WITHIN THE DRIP-LINE.

4. ROOT SYSTEMS OF EXISTING TREES ON SITE WILL BE PROTECTED FROM FLOODING, EROSION, CHEMICAL SPILLS, AND EXCESSIVE WETTING AND DRYING DURING DEWATERING.

5. THE EXISTING GRADE WILL BE MAINTAINED WITHIN THE DRIP LINE OF EXISTING TREES ON SITE.

6. ROOTS OF EXISTING TREES ON SITE WILL BE CUT APPROXIMATELY 6 INCHES BACK FROM NEW CONSTRUCTION.

7. MAINTAIN AND DOCUMENT A TREE WATERING SCHEDULE DURING CONSTRUCTION.

8. ALL DAMAGED TREES WILL BE REPLACED WITH ONE OF EQUAL OR GREATER SIZE.

9. NO EXISTING TREES SHALL BE REMOVED FOR CONTRUCTION PURPOSES.

REFERENCE:

WATER: 3863-L SEWER: 1676-L, 2079-L STORM DRAIN: 3863-L GAS: 16-452, 16-453, 16-478, 16-479 ELECTRIC: 208-1701 CABLE TV: N/A TELEPHONE: N/A IMPROVEMENTS: 3863-L, 3866-L IOO' SCALE/FIELD BOOK: D2OS-A THOMAS BROS .: 1268-C7

RETIREMENTS: 6" SEWER MAIN - CP - 650' - 1926 MH: 4X3, 2, 1926 4" LATERAL - II - CP - 1926

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	<u>SEWER</u> & WATER GROUP 732						JP 732	
		ALCOTTT STREET						
		STA 1+00 TO STA 7+50						
	CITY OF SAN DIEGO, CALIFORNIA						WATER WBS# B-00059	
	ENGINEERING AND CAPITAL PROJECTS DEPARTMENT				SEWER WBS# B-00342			
		APPROVED: II/15/12				SUBMITTED BY: HUNG HUYNH ASSOCIATE ENGINEER		
1		FOR CITY ENGINER DESCRIPTION	ВҮ	APPROVED	DATE	FILMED		
	ALD CHR E. SPER	ORIGINAL	DT/RD				DANIEL TITTLE PROJECT ENGINEER	
							208-1701	
	151938 No. C49744						CCS27 COORDINATE	
	Exp_ <u>9-30-14</u> ★						1 <u>846444-6262407</u>	
λ	CIVIL ONH	CCS83 COORDINATE						
CONTRACTOR DATE STARTED 31973								


		4" LATERAL - 8	- CP	- 1926						
FOR <u>ove st</u>										
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		<u>SEW</u>	ER 8	& WA ⁻	TER	GROI	JP 7	32		
			A	ALCOTT	T STF	REET				
			STA	7+50	TO ST	ΓA 11+9	6±			
		CITY OF SA ENGINEERING AND SHEET	CAPITA	,	S DEPA		WATER WBS* SEWER WBS*		00059 00342	
		FOR CITY ENGINEER	ie,		1/15/12 Date	2				
	PROFESSION	DESCRIPTION	BY DT/RD	APPROVED	DATE	FILMED				
	Sti Che La Sta Fri							08-I	701 RDINATE	
	No. C49744 ₩								262407	



		<u>SEW</u>	<u>ER</u> 8	& WA ⁻	TER	GRO	UP 732
				CLOVE	STF	REET	
			STA	$1+00^{-1}$	to s	ΓA 3+70	D±
		CITY OF SA ENGINEERING AND	CAPITA	,	S DEPAR		WATER WBS# B-00059 SEWER WBS# B-00342
		FOR CITY ENGINEE	nos		1/15/12 Date	2	SUBMITTED BY: HUNG HUYNH ASSOCIATE ENGINEER
$\boldsymbol{\mathcal{X}}$	PROFESS/ONA	DESCRIPTION	DT/RD	APPROVED	DATE	FILMED	DANIEL TITTLE PROJECT ENGINEER
	Star Care Cos Fille						208-1701 CCS27 COORDINATE
	No. C49744						I <u>846444-6262407</u> CCS83 COORDINATE
SCALE: I"=40'	OF CALIFORNI	CONTRACTOR		ATE STARTE ATE COMPLE			31973–11–D

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ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES) ENDING STATION BEGINNING STATION APPROXIMATE LF STA. 3+69.61 STA.6+30 260 STA.--+--STA.--+--___ STA.--+--STA.--+--_ _ _ ESTIMATED PALEONTOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES) APPROXIMATE LF BEGINNING STATION ENDING STATION 260 STA. 3+69.6I STA.6+30 STA.--+--STA.--+-----STA.--+--STA.--+--_ _ _

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



CONTRACTOR .

INSPECTOR

WATER: 3863-L,6572-W SEWER: 1676-L, 2079-L STORM DRAIN: N/A GAS: 7/309 ELECTRIC: 210-1698B CABLE TV: N/A TELEPHONE: N/A IMPROVEMENTS: 3866-L,2739-D IOO' SCALE/FIELD BOOK:CI9S-C,C2OS-B & DI9S-D THOMAS BROS::I268-C7

RETIREMENTS: 6" SEWER MAIN - CP - 260.39' - 1926 MH: 4X3, I, 1926 4" LATERAL - 4 - CP - 1926

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	<u>SEW</u>	<u>ER</u> 8	& WA ⁻	TER	GROI	JP 732	
		ŀ	ALCOT	t sti	REET		
		STA	$3 + 69 \pm$	TO S	STA 6+3	0 ±	
	CITY OF SA ENGINEERING AND SHEET	CAPITAI	,	S DEPAI		WDS*	-00059 -00342
	APPROVED: FOR CITY ENGINEER	ios		II/15/12 DATE	2	SUBMITTED BY: HUNG ASSOCIATE	HUYNH
	DESCRIPTION	DT/RD	APPROVED	DATE	FILMED		
CHG	ONIONAL					208-	

. DATE STARTED _

DATE COMPLETED

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CCS27 COORDINATE

1846444-6262407

CCS83 COORDINATE

31973–12–D



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	PR	OPOSED	PIPE DA	TA TABLE
NO.	\triangle / BEARING	RADIUS	LENGTH	REMARKS
	N53°43′07"W		408.09′	8" PIPE
2	N53°43′07"W		10.00′	EX 8" PVC PIPE
3	N36° 17′49"E		10.00′	EX 8" PVC PIPE

	CO	ORDINATE TABLE	_
NO.	NORTHING	EASTING	DESCRIPTION
403)	1849546.84	6262578.00	EX 8" CROSS
\bigcirc			

AHEAD

AHEAD OF CONTRACTOR STA 12+28.09 CUT & PLUG EX 8" AC WTR (10' BK) RECONNECT AFTER NEW 8" MAIN HAS BEEN ACCEPTED TO EX 8" CROSS (DWG 31972-18-D, 2010)

2 BY CITY FORCES AHEAD OF CONTRACTOR STA 12+28.09 CUT & PLUG EX 8" AC WTR (10' RT) RECONNECT AFTER NEW 8" MAIN HAS BEEN ACCEPTED TO EX 8" CROSS (DWG 31972-18-D, 2010)

3 BY CONTRACTOR FURNISH AND INSTALL STA II+95 I-I" COMBINATION AIR/VAC VALVE

REFERENCE:

WATER: 2888-L, 2889-L, 1219-12-D SEWER: 1676-L, 2889-L, 2890-L STORM DRAIN: N/A GAS: 16-401, 16-402 ELECTRIC: 208-1701 CABLE TV: N/A TELEPHONE: 2062 IMPROVEMENTS: 2889-L, 2893-L IOO' SCALE/FIELD BOOK: D2OS-A THOMAS BROS.: 1268-C7 HGL ZONE: 390

RETIREMENTS: 6" WATER MAIN - CI- 450' - 1928

I" SERVICE - 13 - CI - 1928

							C13
		SEW	ER &	& <u>WA</u>	<u>TER</u>	GROI	JP 732
			XE	NOPHO	ON S	STREET	
			STA	8+20 7	FO ST	Ā 12+7	0 ±
		CITY OF SA ENGINEERING AND		,			WATER WBS# <u>B-00059</u>
A A A A A A A A A A A A A A A A A A A				23 SHEE		RIMENT	SEWER WBS# <u>B-00342</u>
			ies.	I	1/15/12 DATE	2	SUBMITTED BY: HUNG HUYNH ASSOCIATE ENGINEER
MA A	POFFSSIA	DESCRIPTION		APPROVED	DATE	FILMED	DANIEL TITTLE
V	49 PRU E. SOUTH	ORIGINAL	DT/RD				PROJECT ENGINEER
$\langle \chi \rangle$	155103 No. C49744						208-1701 CCS27 COORDINATE
40'	No. C49744						1846444-6262407 CCS83 COORDINATE
Ň	of CALIFORNIC	CONTRACTOR	_	ATE STARTE ATE COMPLE	-		31973–14–D



	PR	DPOSED	PIPE DA	TA TABLE
NO.	\triangle / BEARING	RADIUS	LENGTH	REMARKS
Ē	N36° 17′ 49"E		10.00	8" PIPE-CITY FORCES
Z	N36° 17′49"E		35.00′	8" PIPE
3	N53° 50′17"W		10.00′	8" PIPE-CITY FORCES
4	N53° 50′17"W		15.00	8" PIPE
5	<u>N53°50′I7"₩</u>		35.00′	8" PIPE
6	N53°50′17"W		10.00′	8" PIPE-CITY FORCES
7	N36° 17′49"E		539.28′	8" PIPE
8	N36° 17′49"E		60.72′	8" PIPE
9	N53° 43′2I"W		10.00′	12" PIPE-CITY FORCES
ΙΟ	N53° 43′2I"W		15.00′	I2" PIPE
	N53° 43′2I"W		35.00′	I2" PIPE
12	N53°43′2I"W		10.00′	12" PIPE-CITY FORCES

	CO	ORDINATE TABLE	-
NO.	NORTHING	EASTING	DESCRIPTION
405)	1850416.68	6263216.89	8" CROSS
406)	1849982.04	6262897.65	8" CROSS
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\bigcirc			
\bigcirc			

REFERENCE:

WATER: 2888-L, 18054-4-D, 31891-10, 11, 14-D SEWER: 1676-L, 2079-L, 24450-18-D SEWER: 1070-2, 2013 2, 24130 STORM DRAIN: 2888-L, 2892-L GAS: 7/375, 16-398 ELECTRIC: 208-1701 CABLE TV: N/A TELEPHONE: 2062, 2064 IMPROVEMENTS: 2888-L IOO' SCALE/FIELD BOOK: D2OS-A THOMAS BROS .: 1268-C7 HGL ZONE: 390

RETIREMENTS:

8" WATER MAIN - CI - 645' - 1928 FH (2-PORT) - 0 I" SERVICE - 7 - CI - 1928

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SEWER	&	WATE	ER	GROUP	732	
	WIL	LOW	ST	REET		

STA $0+55\pm$ TO STA 7+00WATER WBS* B-00059 CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SEWER B-00342 SHEET, 15 OF 23 SHEETS Carl One 11/15/12 HUNG HUYNH FOR CITY ENGINER ASSOCIATE ENGINEER DATE DESCRIPTION APPROVED DATE FILMED DANIEL TITTLE ORIGINAL DT/RD PROJECT ENGINEER 208-1701 CCS27 COORDINATE 846444-6262407 CCS83 COORDINATE CONTRACTOR DATE STARTED 31973–15–D DATE COMPLETED INSPECTOR



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	PR	DPOSED	PIPE DA	TA TABLE
NO.	\triangle / BEARING	RADIUS	LENGTH	REMARKS
	N36°17′49"E		209.26′	8" PIPE
2	N53° 42′56"W		35.00′	8" PIPE
3	N53° 42′56"W		10.00′	8" PIPE-CITY FORCES
4	N36° 17′49"E		199 . 11′	8" PIPE
5	N36° 17′49"E		70.87′	8" PIPE

	CO	ORDINATE TABLE	-
NO.	NORTHING	EASTING	DESCRIPTION
(407)	1849764.45	6262737.83	8" TEE
(408)	1849603.97	6262619.96	8"X6" TEE-FH ASSY
\bigcirc			
\bigcirc			
\bigcirc			

REFERENCE:

WATER: 2887-L,2888-L,2889-L WATER: 2007-L, 2000-L SEWER: 2805-3-L STORM DRAIN: 2892-L GAS: 7/399, 16-401 ELECTRIC: 208-1701 CABLE TV: N/A TELEPHONE: 2062 IMPROVEMENTS: 2887-L, 2888-L IOO' SCALE/FIELD BOOK: D2OS-A THOMAS BROS .: 1268-C7 HGL ZONE: 390

RETIREMENTS:

8" WATER MAIN - CI - 524.24' - 1928 FH (2-PORT) - I I" SERVICE - 5 - CI - 1928

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								C15
		SEW	ER å	& <u>WA</u>	TER	GROI	JP 732	
			V	VILLOW	/ ST	REET		
			STA	7+00	to st	A 11 + 79	9±	
		CITY OF S	CAPITA	,	S DEPAR			-00059 -00342
			no or		1/15/12 DATE)	SUBMITTED BY:	HUYNH
-1-	EL ENEL E. SPECIAL	DESCRIPTION	DT/RD	APPROVED	DATE	FILMED		
\leq	at the states .						208- CCS27 CO	
SCALE: "=40'	₩ Exp <u>9-30-14</u>						1 <u>846444</u> - CCS83 CO	
	SATE OF CALIFORNIA	CONTRACTOR	_	ATE STARTE	-		31973-	-16–D

DATE COMPLETED

INSPECTOR

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		PR	DPOSED	PIPE DA	TA TABLE
	NO.	\triangle / BEARING	RADIUS	LENGTH	REMARKS
Γ		N36°09′43"E		10.00′	8" PIPE-CITY FORCES
	2	N36°09′43"E		295 . 02′	8" PIPE
Γ	3	N36°09′43"E		10.00′	8" PIPE-CITY FORCES
Γ	4	N53°45′58"W		196.50′	6" PIPE
	5	S53° 45′58"E		95.00′	6" PIPE
	6	a		٥	۰

	COORDINATE TABLE								
NO.	NORTHING	EASTING	DESCRIPTION						
(409)	1850198.64	6263515.22	8" CUT-IN TEE						
(410)	1850008.87	6263376.55	8" CROSS						
\bigcirc									
\bigcirc									
\bigcirc									

WATER: 31891-11-D,12700-3-D SEWER: 1676-L,2079-L STORM DRAIN: 2888-L,2892-L GAS: 16-398,16-399,16-375,16-373 ELECTRIC: N/A CABLE TV: N/A TELEPHONE: N/A IMPROVEMENTS: 2888-L IOO' SCALE/FIELD BOOK: D2OS-A THOMAS BROS .: 1268-C7 HGL ZONE: 390

RETIREMENTS: 4" WATER MAIN - CI - 310.10' - 1928 I" SERVICE - 5 - CI - 1900

								C16
		SEW	ER å	& <u>WA</u>	<u>TER</u>	GRO	JP 732	
		EV	/ERGI	REEN⁄A	LCO ⁻	TT STF	REET	
			STA	0+80±	TO S	TA 3+9	95 ±	
		CITY OF SA ENGINEERING AND SHEET	CAPITA	,	S DEPAR		WD3*	-00059 -00342
		FOR CITY ENGINE	ies_		1/15/12 Date	2	SUBMITTED BY: HUNG ASSOCIATE	HUYNH
	ALD PROFESSIONAL	DESCRIPTION	DT/RD	APPROVED	DATE	FILMED	DANIEL PROJECT	TITTLE ENGINEER
	No. C49744						208- CCS27 CC	
SCALE: I"=40'	★ Exp <u>9-30-14</u> ★						1846444- CCS83 CC	
	STATE OF CALLFORNIN	CONTRACTOR	-	ATE STARTE ATE COMPLE	-		31973-	-17–D



PROPOSED PIPE DATA TABLE]
NO. A/BEARING RADIUS LENGTH RE	EMARKS
I N53° 42′29"W 5.18′ 8" PIPE-CI I N53° 42′29"W 366.73′ 8" PIPE	TY FORCES
COORDINATE TABLE	
	SCRIPTION EE-FH ASSY
	EE-FH ASSY
NOTE:	STING TREES
ON SITE WILL BE PROTEC	CTED FROM
FLOODING, EROSION, CHEMI AND EXCESSIVE WETTING	
DURING DEWATERING.	
2. ROOTS OF EXISTING THE WILL BE CUT APPROXIMA	
INCHES BACK FROM NEW	
3. MAINTAIN AND DOCUME	NT A TREE
WATERING SCHEDULE DUR	RING
GREATER SIZE.	
55	
- BY CITY FORCES	
AHEAD OF CONTRACTOR	
STA I+62 ± CLOSE EX 8" VALVE	
CUT & PLUG EX 8" PVC REMOVE EX 8"X6" REDUCER	
AFTER NEW 8" MAIN HAS BEEN ACCEPTED, CONNECT	
NEW 8" PIPE TO EX 8" VALVE & REOPEN VALVE REFERENCE:	
BY CONTRACTOR 2 BY CON	
STA 1+67.18 REMOVE EX FH ASSY STORM DRAIN: 3864-L GAS: 16-478, 16-479	
FURNISH & INSTALL ELECTRIC: 208-1701 I-8"X6" TEE (MJ, MJ, F) CABLE TV: N/A	
I-6" FH ASSY AND MARKER. RT TELEPHONE: N/A	
IMPROVEMENTS: 3863-L, 3866-L IOO' SCALE/FIELD BOOK: D2OS-A	
BY CONTRACTOR THOMAS BROS.: 1268-C7 HGL: ZONE: 390	
STA 5+33.91 REMOVE EX FH ASSY	
FURNISH & INSTALL RETIREMENTS.	
I-8"X6" IEE (MJ, MJ, F) I-6" FH ASSY AND MARKER, RT 6" WATER MAIN - CI - 399.38' - 1928	
FH (2-PORT) - 2 I" SERVICE - 8 - CI - 1928	$\cap 17$
A BY CONTRACTOR	
	OUP 732
I-I" COMBINATION AIR/VAC VALVE	
ALCOTT STREET	
STA 1+62 TO STA 5-	- 61 ±
CITY OF SAN DIEGO, CALIFORNIA	WATER WBS# B-00059
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT	WATER WBS# B-00059 SEWER WBS# B-00342
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET, 18 OF 23 SHEETS APPROVED: II/15/12	SEWER WBS# B-00342 SUBMITTED BY: HUNG HUYNH
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 18 OF 23 SHEETS APPROVED: FOR CITY ENGINEER II/15/12 DATE	SEWER WBS# B-00342 SUBMITTED BY: HUNG HUYNH ASSOCIATE ENGINEER
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET, 18 OF 23 SHEETS APPROVED: II/15/12	SEWER WBS# B-00342 SUBMITTED BY: HUNG HUYNH ASSOCIATE ENGINEER
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET, 18 OF 23 SHEETS APPROVED: FOR CITY ENGINEER DATE DATE DESCRIPTION APPROVED DATE FILME ORIGINAL DT/RD DATE FILME	SEWER WBS* B-00342 SUBMITED BY: HUNG HUYNH ASSOCIATE ENGINEER DANIEL TITTLE PROJECT ENGINEER PROJECT ENGINEER 208-1701 1000000000000000000000000000000000000
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 18 OF 23 SHEETS APPROVED: II/15/12 FOR CITY ENGINEER DESCRIPTION APPROVED DATE FILME ORIGINAL DT/RD	SEWER WBS* B-00342 SUBMITED BY: HUNG HUYNH ASSOCIATE ENGINEER DANIEL TITTLE PROJECT ENGINEER 208-1701 CCS27 COORDINATE COORDINATE
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET, 18 OF 23 SHEETS APPROVED: FOR CITY ENGINEER DATE DATE DESCRIPTION APPROVED DATE FILME ORIGINAL DT/RD DATE FILME	SEWER WBS* B-00342 SUBMITED BY: HUNG HUYNH ASSOCIATE ENGINEER DANIEL TITTLE PROJECT ENGINEER PROJECT ENGINEER 208-1701 1000000000000000000000000000000000000

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RES	URFACING	SCHEDULE			
ATION REQUIRED	STATION	STATION	WIDTH	APROX AREA	COMMENTS
LURRY	II+62 ±	19+02±	34′	25,160	
RLAY	I+20±	3+12±	34′	6,528	
LURRY	4+35±	II+75±	34′	25,160	
LURRY	5+95±	12+05±	34′	20,740	
RLAY	4+05±	6+52 ±	34′	8,398	
	SLURF	RY SEAL		71,060	
	AC O	VERLAY		14,926	

LEGEND



APPROXIMATE AREA OF SLURRY SEAL FOR AC STREETS PER SAN DIEGO REGIONAL STANDARD DRAWING SDG-107



SMAS

A CONTRACTOR

*

APPROXIMATE AREA OF AC OVERLAY FOR AC STREETS PER SAN DIEGO REGIONAL STANDARD DRAWINGS SDG-107, SDG-113

LOCATION PER RESURFACING SCHEDULE, THIS SHEET

COLD MILLING ASPHALT CONCRETE PAVEMENT; SDG-139



_ DATE STARTED ____ _ DATE COMPLETED _

31973–19–D

CONTRACTOR _ INSPECTOR ____

D Z \bigcirc \triangleleft ЦЦ RESUI C18 LJJJLS



ES TA	BLE		/T		
REPLACEMENT	HISTORIC STAMP	STAINLESS STEEL	OTHER	CONSTRAINTS	COMMENTS/MODIFICATIONS
X X			X X X		(EXISTING CR)
			X X	х	MODIFIED C1, TO EXTEND TOP RAMP FROM EX SIDEWALK 15' DOWN
	4 & 5		X X	Х	MODIFIED C1, TO EXTEND TOP RAMP FROM EX SIDEWALK 15' DOWN
			X X		
			Х		(EXISTING CR W/DWT)
					(EXISTING CR W/DWT) (EXISTING CR W/DWT)
			Х	х	(EXISTING CR W/DWT) Fire Hydrant
			X X		
			X		(EXISTING CR W/DWT)
	1		X X		
	1&3		X X		
			X X X		
			Х		
			X X X		
	4		X X	х	DRAIN INLETS
			X X	x x	DRAIN INLETS DRAIN INLETS
					DEAD END, NO RAMPS NECESSARY DEAD END, NO RAMPS NECESSARY
					(EXISTING CR W/DWT) (EXISTING CR W/DWT)
			X X		
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	1		X X		
			XX		
			X X		
	1 1&2		X X		
			X X		
			X X		
			X X		DEAD END, NO RAMPS NECESSARY DEAD END, NO RAMPS NECESSARY
			X X		DEAD END, NO RAMPS NECESSARY DEAD END, NO RAMPS NECESSARY
	4		X		(EXISTING CR W/DWT)
			X X		
					(EXISTING CR W/DWT) (EXISTING CR W/DWT)
					(EXISTING CR W/DWT) (EXISTING CR W/DWT), OUTSIDE OF PROJECT (EXISTING CR W/DWT)
					(EXISTING CR W/DWT) (EXISTING CR W/DWT), OUTSIDE OF PROJECT (EXISTING CR W/DWT)
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					(EXISTING CR W/DWT) (EXISTING CR W/DWT)
ARN	ING TI	LES	SHA	LL	BE PER THE CITY'S APPROVED MATERIALS LIST C-19
					SEWER & WATER GROUP 732
					CURB RAMP LOCATION
Т	- EX	TRE	E		CITY OF SAN DIEGO, CALIFORNIA WATER B-00059
∳ ●		STR UTIL			
C		FIRE	_		

ATION 0 RAMP CURB

DANIEL TITTLE PROJECT ENGINEER

208-1701

I846444-6262407 CCS83 COORDINATE

31973–20–D

CCS27 COORDINATE

BY APPROVED DATE FILMED

_ DATE STARTED _

DATE COMPLETED

DESCRIPTION

ORIGINAL

CONTRACTOR ____

INSPECTOR __

DT/RD

ALD CARL E. SOLONA

₩ No. C49744

CIVIL OF CALIFORNIS

12



LEGEND

EXISTING WATER MAIN
PRESSURE ZONE BOUNDARY
PROPOSED WATER MAIN
\Box fire hydrant to remain in service during construction
<pre>D FIRE HYDRANT TO BE REPLACED</pre>



CITY FORCES NOTE NUMBER (THIS SHEET)
 CITY FORCES NOTE NUMBER (PLAN & PROFILE SHT.)
 PLAN & PROFILE "D" SHEET NUMBER

BC --- BEFORE CONTRACTOR AC --- AFTER CONTRACTOR

WORK BY CITY FORCES

 1
 BC - CLOSE VALVE

 AC - RECONNECT, OPEN VALVE

 2
 BC - CUT AND PLUG

 AC - RECONNECT

 3
 BC - TEE/CROSS CUT-IN

 AC - RECONNECT

 4
 BC - INSTALL

 AC - RECONNECT

AREA TO BE HIGHLINED IN PHASES



PHASE	2

PHASE I



						C20	
	WORK BY CITY FORCES						
	WATER AND SEWER MAIN REPLACEMENT						
			GRO	JP 7	732		
	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT					WATER WBS# <u>B-00059</u> SEWER WBS# <u>B-00342</u>	
	APPROVED: APPROVED: II/15/12 DEPUTY DIRECTOR DATE				SUBMITTED BY: HUNG HUYNH SECTION HEAD		
	DESCRIPTION	BY DT/RD	APPROVED	DATE	FILMED	CHECKED BY: DANIEL TITTLE ASSOCIATE ENGINEER	
						208-I70I CCS27 COORDINATE	
/						I <u>846444-6262407</u> CCS83 COORDINATE	
	CONTRACTOR		ATE STARTE ATE COMPLE			31973–21–D	

WORK BY CITY FORCES





	ASPHALT	ASPHALT PLUS BASE	CONCRETE
MIX DESIGN	3/4" TYPE IIICLASS B3	3/4" TYPE III CLASS B3 PLUS CLASS II	560-C-3250
ALLEYS	8.0"	BASE ASPHALT THICKNESS TO EQUAL	5.5"
LOCAL THROUGH 4 LANE COLLECTORS	10.0"	EXISTING PLUS I", MIN 4" TO MAX.9".	7.0"
MAJOR OR GREATERS	12.0"	COMBINED ASPHALT PLUS BASE 18" MIN.	9.0"

NOTES:

- I. EXISTING PAVEMENT SHALL BE REMOVED IN ACCORDANCE WITH 300-I.3.
- 2. SUBGRADE PREPARATION, BASE AND ASPHALT PLACEMENT SHALL BE DONE IN ACCORDANCE WITH SECTIONS 301-1, 301-2, AND 302-5. CONCRETE PLACEMENT SHALL BE DONE IN ACCORDANCE WITH 302-6.
- 3. ANY STREET TRENCH 7 FEET IN WIDTH OR GREATER AND LONGER THAN IOO FEET IN OVERALL LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION PER SCHEDULE "J" (SDG-113).
- 4. TRENCH CAPS IN STREETS NOT RECEIVING A FULL WIDTH OVERLAY PRIOR TO ACCEPTANCE SHALL BE MILLED AS SHOWN AND RESURFACED WITH 1/2" TYPE III CLASS C2 ASPHALT NO LESS THAN 30 DAYS AFTER INITIAL ASPHALT PLACEMENT.
- 5. 560-C-3250 CONCRETE TREATED WITH A MINIMUM 2% CALCIUM CHLORIDE SOLUTION IN ACCORDANCE WITH 201-10R 650-CW-4000 CONCRETE MAY BE OPENED TO TRAFFIC 3 DAYS AFTER IT IS PLACED. 650-CW-4000 CONCRETE TREATED IN THE SAME MANNER MAY BE OPENED TO TRAFFIC 24 HOURS AFTER IT IS PLACED. CONCRETE SPECIFIED BY ALTERNATE CLASS OR OTHERWISE CONTAINING FLY ASH IS NOT ALLOWED.

DETAIL – TRENCH RESURFACING FOR ASPHALT CONCRETE STREETS NO SCALE

R SERVICE SHALL BE SECURED IN CENTER OF THE TRENCH. Y BACKFILL SHALL BE THOROUGHLY CONSOLIDATED TO ENCASE CONDUITS. TAMPERS OR
USED.
WILL NOT REQUIRE SAW CUTTING WHEN USING ROCKWHEEL FOR EXCAVATION EXCEPT WHEN ENT IS CONCRETE AND TRENCH FINISH IS CONCRETE.
PARALLEL OR PERPENDICULAR TO STREET CENTERLINE, WHEN PRACTICAL.
ARTERIAL STREETS, ON APPROVAL SET ACCELERATING ADMIXTURE, SUCH AS CALCIUM ED ONLY WITH PRIOR APPROVAL OF THE AGENCY'S ENGINEER OTHERWISE THE CONTRACTOR TRENCH WITH THE APPROVAL OF THE AGENCY'S ENGINEER.
NARROW TRENCH FOR
1" & 2" WATER SERVICES

В

SEWER,	SEWER, ALIGNMENT - 1, SHT 2-4, Xenophon St						
POINT		LENGTH	NORTH	EAST			
#	STA.	(FEET)	(Y)	(X)			
100	1+00.00	163.63 '	1848912.49	6263460.80			
101	2+63.63	222.29 '	1849008.98	6263328.65			
102	4+85.92	154.98 '	1849140.12	6263149.16			
103	6+40.90	155.07 '	1849232.14	6263024.46			
104	7+95.97	400.78 '	1849324.08	6262899.58			
105	11+96.75	370.01 '	1849560.92	6262576.27			
106	15+66.76	369.96 '	1849779.80	6262277.94			
107	19+36.72	132.43 '	1849998.74	6261979.72			
108	20+69.15		1850077.02	6261872.90			
	ENT - 2, SHT	- 5, Yonge S	t-1				
POINT		LENGTH	NORTH	EAST			
#	STA.	(FEET)	(Y)	(X)			
200	1+00.00	251.10 '	1849130.12	6263620.14			
201	3+51.10		1849278.18	6263417.33			
	ENT - 3, SHT						
POINT		LENGTH	NORTH	EAST			
#	STA.	(FEET)	(Y)	(X)			
300	1+00.00	369.96 '	1849559.78	6263034.08			
301	4+69.96	369.67 '	1849778.89	6262735.98			
302	8+39.63	398.4	1849997.17	6262437.64			
303	12+38.03		1850232.90	6262116.46			
	ENT - 4, SHT						
POINT		LENGTH	NORTH	EAST			
#	STA.	(FEET)	(Y)	(X)			
105	1+00.00	270.22 '	1849560.92	6262576.27			
301	3+70.22	269.31 '	1849778.89	6262735.98			
400	6+39.53		1849995.90	6262895.47			
	ENT - 5, SHT						
POINT		LENGTH	NORTH	EAST			
#	STA.	(FEET)	(Y)	(X)			
500	1+00.00	232.50 '	1849565.70	6263939.82			
501	3+32.50	147.50 '	1849702.82	6263752.06			
502	4+80.00	346.32 '	1849789.94	6263633.04			
503	8+26.32	225.44 '	1849994.85	6263353.84			
504	10+51.76	143.74 '	1850128.64	6263172.39			
505	11+95.50		1850212.70	6263055.79			
	ENT - 6, SHT						
POINT		LENGTH	NORTH	EAST			
#	STA.	(FEET)	(Y)	(X)			
600	1+00.00	269.66 '	1850433.76	6262299.48			
601	3+69.66	260.39 '	1850651.46	6262458.62			
602	6+30.06		1850805.57	6262248.73			

							C21
	HORIZONTAL (SEWER) ALIGNMENT RE & DETAILS						PORT
	SEWER A	AND	WATEF	R MA	IN REF	PLACEM	ENT
			GRO	UP 7	32		
	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT						-00059 -00342
	FOR CITY ENGINEER	ies.		1/15/12 Date	2	SUBMITTED BY: HUNG ASSOCIATE	HUYNH
PROFESS/ON			APPROVED	DATE	FILMED		TITTLE
No. C49744	ORIGINAL	DT/RD				PROJECT 208- CCS27 CO	-1701
¥ Exp <u>9-30-14</u> ★						1 <u>846444</u> - CCS83 CO	
STATE OF CALIFORNIA	CONTRACTOR	_	ATE STARTE	-		31973-	-22-D

DATE COMPLETED

31973–22–D

INSPECTOR



NOTES:

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I. THE INFORMATION ON THIS SITE PLAN IS INTENDED TO BE USED AS A GUIDELINE FOR THE CONTRACTOR AND SUBCONTRACTOR TO INSTALL WATER POLLUTION CONTROL DEVICES AT GENERAL LOCATIONS THROUGHOUT THE PROJECT SITE, THIS SITE PALN IS TO BE USED IN CONJUNCTION WITH THE NARRATIVE SECTION OF THE WATER POLLUTION CONTROL PLAN (WPCP) AND WATER POLLUTION CONTROL SPECIFICATIONS.

2. INLET PROTECTION REQUIRED AT ALL STORM DRAINS RECEIVING RUNOFF FROM DISTURBED SOIL AREAS.

3. CONTRACTOR TO UPDATE / REVISE SHEET AS NECESSARY.

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4. THE INFORMATION ON THE SITE PLAN IS ACCURATE FOR WATER POLLUTION CONTROL PURPOSES ONLY.

		LEGEND			
MANHOLES FOR	DEWATERING IF NEE	DED		·	
SURFACE FLOW	TO STORM DRAIN A	ARROWS			
STORM DRAINS	AFFECTED BY CONS	TRUCTION			
SHEET NUMBER- SHEET NUMBER- SEWER MAIN RE	WATER			(12) (13)	
WATER MAIN RE	PLACEMENT				
SEWER & WATE	R MAIN REPLACEMEN	NT			
PAPER STREETS	S AND SOME DRIVEW	IAYS			
AD	DITIONAL NOT	ES SUPPLIED B	<u>y contractof</u>	2	
STAGING/STOCKF	PILE AREA			x	
				C.22	
			VIRONMENTAL		
1			TION CONTROL S	ITE PLANS	
			& R DEWATERING I		
N N		CITY OF SAN DIE ENGINEERING AND CAPITAL SHEET, 23 OF APPROVED:	PROJECTS DEPARTMENT	WATER WBS* B-00059 SEWER WBS* B-00342 SUBMITED BY: HUNG HUYNH	
	2027130		APPROVED DATE FILMED	ASSOCIATE ENGINEER	
	CURL E SOED	ORIGINAL DT/RD		PROJECT ENGINEER	
CALE	No. C49744	CONTRACTOR DA	ATE STARTED	CCS27 COORDINATE SEE SHEETS CCS83 COORDINATE	
	OF LAL 11		ATE COMPLETED	31973–23–D	



City of San Diego

 CONTRACTOR'S NAME: BURTECH PIPELINE INCORPORATED

 ADDRESS:
 102 SECOND STREET, ENCINITAS, CA 92024

 TELEPHONE NO.:
 (760) 634-2822
 FAX NO.:
 (760) 634-2415

 CITY CONTACT:
 Clementina Giordano Contract Specialist, Email; cgiordano@sandiego.gov
 Ph (619) 533-3481 Fax (619) 533-3633

CONTRACT DOCUMENTS

H Huynh/BD/LJI



FOR

SEWER AND WATER GROUP 732

VOLUME 2 OF 2

BID NO.:	K-13-5642-DBB-3	
SAP NO. (WBS/IO/CC):	B-00059 / B-00342	
CLIENT DEPARTMENT:	2112 / 2013	
COUNCIL DISTRICT:	2	
PROJECT TYPE:	JA / KB	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

> THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION

PROPOSAL

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, 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.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1)	Name under which business is conducted		
(2)	Signature (Given and surname) of proprietor		
(3)	Place of Business (Street & Number)		
(4)	City and State		_ Zip Code
(5)	Telephone No.	Facsimile No	
<u>IF A F</u>	ARTNERSHIP, SIGN HERE:		
(1)	Name under which business is conducted		
(2)	Name of each member of partnership, indicate c (limited):	haracter of each partne	er, general or special

TABLE OF CONTENTS

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Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive.** If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

1.	Bid/Proposal
2.	Bid Bond
	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	Contractors Certification of Pending Actions
5.	Equal Benefits Ordinance Certification of Compliance
6.	Proposal (Bid)
7.	Form AA35 - List of Subcontractors
8.	Form AA40 - Named Equipment/Material Supplier List

	Signature (Note: Signature must be made by a	a general partner)
	Full Name and Character of partner	
(4)	Place of Business (Street & Number)	
(5)	City and State	Zip Code
(6)	Telephone No.	Facsimile No
A CO	ORPORATION, SIGN HERE:	
	Name under which business is conducted Signature, with official title of officer authoriz	BURTECH PIPELINE INCORPORATE
		all a second
	(Signature)	
	DOMINICA. BURTECH	
	DOMINIC J. BURTECH (Printed Name)	
	DOMINICA. BURTECH	· · · · · · · · · · · · · · · · · · ·
(2)	DOMINIC J. BURTECH (Printed Name) PRESIDENT & CEO (Title of Officer)	(Impress Corporate Seal Here)
	DOMINIC J. BURTECH (Printed Name) PRESIDENT & CEO (Title of Officer)	(Impress Corporate Seal Here) CALIFORNIA
(4)	DOMINIC J. BURTECH (Printed Name) PRESIDENT & CEO (Title of Officer)	(Impress Corporate Seal Here) CALIFORNIA 102 SECOND STREET

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THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "**NOTICE INVITING BIDS**", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

 LICENSE CLASSIFICATION
 CLASS A

 LICENSE NO.
 718202
 EXPIRES
 JANUARY 31, 2014

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN):

,

E-Mail Address: buddy@burtechpipeline.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

ı.

1

,

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature - O	Title	PRESIDENT & CEO	
SUBSCRIBED AND SWORN TO BEFORE ME, THIS _	11	DAY OF Febr,	2013
Notary Public in and for the County of Sau Au	ego	, State of A	
alt Pfwels	<u> </u>		
(NOTARIAL SEAL)		OFFICIAL SEAL ARTHUR P. ARQUILLA NOTARY PUBLIC-CALIFORNIA COMM. NO. 1872932 SAN DIEGO COUNTY MY COMM. EXP. JAN. 7, 2014	2
			j –

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____BURTECH PIPELINE, INCORPORATED

_____ as Principal, and

No. 5193

COLOCIALICS

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

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

SEWER AND WATER GROUP 732, BID NO. K-13-5642-DBB-3

<u>م</u> :	IFORNIA	ALL-P	URPOSE	ACKNOW	LEDGMEN	 	20202222	PERENCE DE LE
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ELECTRONISMENTS STATES		OPTIONAL SECTION
State of California)	CAPACITY CLAIMED BY SIGNER
County ofSAN_DIEGO	_)	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.
02/07/2013 before me,	RAH D. DAVIS, NOTARY PUBLIC	CORPORATE OFFICER(S)
personally appeared MARK D. IA	ATAROLA	
who proved to me on the basis of satisfacto	ory evidence to be the person(s) whose name(s) is/ate- 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 of Notary	
THIS CERTIFICATE MUST BE ATTACHED TO	TITLE OR TYPE OF DOCUMENT	
THIS CERTIFICATE MOST BE AT ACTUED TO THE DOCUMENT DESCRIBED AT RIGHT:	NUMBER OF PAGES DATE OF DOCUM	IENT
Though the data requested here is not required by law,	SIGNER(S) OTHER THAN NAMED ABOVE	

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

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GENERAL POWER OF ATTORNEY

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

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

GLENDA J. GARDNER, MARK D. IATAROLA and DEBORAH D. DAVIS

JOINTLY OR SEVERALLY

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

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

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

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



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this $\frac{10th}{day}$ of $\frac{10th}{day}$ day of $\frac{10th}{day$

North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook ss:

On this 10th day of <u>December</u>, 2012, before me, a Notary Public personally appeared <u>Steven P. Anderson</u>, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and <u>David M. Layman</u>, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this <u>7TH</u> day of FEBRUARY, 20 13

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

CALIFORNIA	ALL-PURPOSE	ACKNOWLEDGMENT	
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State of California County of Saudeezo	·
On 2/11/13 before me,	Arthur P. Arquilla, Notary Public
personally appeared	Here Insert Name and Tille of the Officer Butech Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he(s) e/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

Number of Pages:

WITNESS my hand and offic Signature_ fure of Nelary Public Sign

Place Nolary Seal Above

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

· · ·

Description of Attached Document

Tille or Type of Document:

Document Date: _____

Signor(s) Other Than Named Above:

Capacity(ies) Claimed by Signe	r(s)		
Signer's Name: Individual Corporate Officer — Title(s): Partner — I Limited I General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:		Signer's Name: Individual Corporate Officer — Title(s): Partner — I Limited I General Attorney in Fact Trustee Guardian or Conservator Other: Signer 1s Representing:	

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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)) ss.

County of <u>SAN DIEGO</u>)

DOMINIC J. BURTECH ____, being first duly sworn, deposes and says that he **XXX** is **PRESIDENT & CEO** of 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.

	Signed: Title: PRESIDENT & CEO
OFFICIAL SEAL ARTHUR P. ARQUILLA NOTARY PUBLIC-CALIFORNIA COMM. NO. 1872932 SAN DIEGO COUNTY MY COMM. EXP. JAN. 7, 2014	
	Notary Public (SEAL)

CONTRACTORS 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 ten 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.

 \square

- 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
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Contractor	Name: BUF		ORPORAT	ED	

Certified By	DOMINIC J. BURTECH	Title PRESIDENT & CEO
	. 0-11	Date2/12/13
	Signature USE ADDITIONAL FORMS AS NE	CESSARV

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact: CITY OF SAN DIEGO EQUAL BENEFITS PROGRAM

Equal Benefits Program 202 C Street, MS 9A, San Diego, CA 92101 Phone (619) 533-3948 Fax (619) 533-3220

		COMPANY	(INFORMATIC	<u>N</u>	
Company Name:	BURTECH P	IPELINE INC	CORPORA	TED Contac	t Name: DOMINIC BURTE
Company Addres	ss: 102 SECOND S	T., ENCINITAS	S, CA 92024	Contac	t Phone: (760) 634-2822
				Contac	t Email: buddy@burtechpipelir
		CONTRAC	T INFORMATIO	ON	
Contract Title:	SEWER & W	ATER GROL	JP 732		Start Date: JUNE 2013
Contract Numb	er (if no number, state	location): K-1	13-5642-DB	3B-3	End Date: DEC. 2013
	SUMMARY OF	EQUAL BENE	ITS ORDINAN	ICE REQUIR	REMENTS
 Provide and main Contractor si Benefits in care, trave Any benefities Contractor si enrollment piecontractor si Contractor si Contractor si 	tain equal benefits as denall offer equal benefits to nelude health, dental, visio el/relocation expenses; em it not offer an employee w nall post notice of firm's eq periods. hall allow City access to hall submit <i>EBO Certifica</i> mary is provided for con <i>/administration</i> .	fined in SDMC §2 employees with spo n insurance; pensic ployee assistance p ith a spouse, is not ual benefits policy i records, when req ation of Compliance	2.4302 for the du buses and employ on/401(k) plans; b brograms; credit u required to be offi n the workplace a uested, to confiri e, signed under t t of the EBO ar	uration of the c yees with dome pereavement, fa union members ered to an emp and notify emplo m compliance penalty of perj nd Rules Implo	estic partners. amily, parental leave; discounts, child hip; or any other benefit. loyee with a domestic partner. oyees at time of hire and during open with EBO requirements. ury, prior to award of contract. ementing the EBO are available at
Plaasa indicata v	our firm's compliance sta				
					-
	iffirm compliance with th		•		<u>one</u> reason):
	Provides equal benefits Provides no benefits to Has no employees. Has collective bargaining	spouses or domes	stic partners.		nas not been renewed or expired.
ma av	ade a reasonable effort but	is not able to provid nt for benefits availa	e equal benefits uble to spouses bu	pon contract av It not domestic p	u of equal benefits and verify my firm vard. I agree to notify employees of the partners and to continue to make every
					ng equal benefits or cash equivalent lunicipal Code §22.4307(a)]
hat my firm under he duration of the	erstands the requirement e contract or pay a cash	ts of the Equal Be equivalent if autho	nefits Ordinance	e and will prov	n is true and correct. I further certify ide and maintain equal benefits for
	. BURTECH, PR Name/Title of Signatory	ESIDENI	<u>r</u> U	Qdf	gnature
	Tranie/ True OF SIGNALOLY				gracute
Receipt Date:	EBO Analyst:		Approved		ved – Reason:
Noterpi Dale.	LDO Analysi.		1 hhiored	A NOL AUDIO	rev 02/15/2011

PROPOSAL (BID)

The Bidder agrees to the construction of **SEWER & WATER GROUP 732**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension		
	BASE BID								
1	1	LS	237110	2-4.1	Bonds (Payment and Performance)		\$ 12,191		
2	5	EA	237110	3-3.2.2.1	Certified Payroll	\$ 10	\$ SO		
3	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions		\$ 1,250		
4	1	LS	237310	7-10.2.6	Traffic Control		\$ 7,500		
5	1	AL	237310	7-10.2.6	Portable Changeable Message Signs (PCMS) - Type I		\$5,000.00		
6	1	LS	237110	9-3.4.1	Mobilization		\$ 15,000		
7	1	AL		9-3.5	Field Orders Type II Allowance		\$20,000.00		
8	20	СҮ	237310	300-1.4	Additional Pavement Removal & Disposal	\$ 30	\$ 600		
9	1	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$ 250	\$ 250		
10	900	LF	237310	302-1.12	Cold Mill AC Pavement (0 - 1 1/2")	\$ 4.20	\$ 3,780 -		
11	72,000	SF	237310	302-4.12.4	Rubberized Polymer Modified Slurry Type II and Striping	\$ 0.35	\$ 25,200 -		
12	5	TON	237310	302-3.4	Asphalt Pavement Repair	\$ 440	\$ 2,200-		

January 14, 2013 Sewer and Water Group 732

Item	Quantity	Unit	NAICS	Payment Reference	Description	τ	Init Price]	Extension
13	1,200	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	\$	7	\$	8,400
14	140	TON	237316	302-5.9	1-1/2 Inch Asphalt Concrete Overlay and Striping	\$	115	\$	16,100 -
15	100	LF	237310	303-5.9	Additional Curb and Gutter	\$	30	\$	3,000 -
16	200	SF	237310	303-5.9	Additional Sidewalk Removal and Replacement	\$	S	\$	1,000
17	830	SY	237310	302-7.4	Pavement Fabric	\$	6	\$	4,980
18	1,000	LF	237110	302-14.5	Crack Seal	\$	0.60	\$	600
19	7	EA	237110	303-1.11	Concrete Anchor	\$	300	\$	2,100
20	46	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Detectable Warning Tiles	\$	-2,000	\$	92,000
21	1	LS	237110	306-1.1.6	Trench Shoring		$\overline{}$	\$	3,000
22	300	СҮ	237110	306-1.2.1.1	Additional Bedding	\$	1	\$	300
23	100	TON	237110	306-1.6	Imported Backfill	\$	4	\$	400 -
24	316	TON	237310	306-1.5.1	Temporary Resurfacing	\$	95	\$	30,020
25	3,289	LF	237110	306-1.6	8-Inch Water Main	\$	51.50	\$	169,383.50
26	4	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly & Marker	\$	S1000	\$	20,000 -
27	2	EA	237110	306-1.6	12-Inch Gate Valve	\$	2,500	\$	5,000
28	5	EA	237110	306-1.6	8-Inch Gate Valve	\$	1,500	\$	7,500
29	4,383	LF	237110	306-1.6	8-Inch Sewer Main	\$	58.50	\$	256,405.50
30	1	EA	237110	306-1.6	Sewer Main Cleanout	\$	1,000	\$	1,000

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
31	16	EA	237110	306-1.8.6	Manholes (4 x 3)	\$ 3,700	\$ 59,200
32	5	EA	237110	306-1.8.6	Connection to Existing Manhole and Rechanneling.	\$ 1,500	\$ 7,500
33	90	EA	237110	306-1.9.1	4-Inch Sewer Lateral & Cleanout (Street)	\$ 1,450	\$ 130,500
34	1	EA	237110	306-1.9.1	4-Inch Sewer Lateral Connection	\$ 300	\$ 300
35	31	LF	237110	306-5.3	Abandon and Fill Existing 6-Inch Sewer Main Outside of Trench Limit	\$ 25	\$ 775
36	31	LF	237110	306-9.7	Cleaning and video inspecting pipelines and culverts	\$.25	\$ 77S
37	11,000	LF	237110	306-9.7	Video inspecting pipelines and culverts Televising for Acceptance	\$ 0.60	\$ 6,600
38	5	EA	237110	306-13	Abandon Water Services (Stiff)	\$ 250-	\$ 1,250
39	55	EA	237110	306-14.1	1 Inch Water Service	\$ 1,500	\$ 82,500
40	2	EA	237110	306-14.1	1-Inch Water Service Transfer	\$ 750	\$ 1,500
41	3	EA	237110	306-18	2-Inch Blowoff Valve Assembly	\$ 3,300	\$ 9,900
42	3	EA	237110	306-19	1-Inch Air & Vacuum Valve, Class 250	\$ 3,100	\$ 9,300
43	716	LF	237110	306-20.12	8-Inch Sewer Main, Special Strength SDR-26, Jack and Bore	\$ 220	\$ 157,520
44	366	LF	237110	306-21.9	8 Inch Sewer by Pipe Bursting	\$ 145	\$ \$3,070
45	4	EA	237110	500-1.6.2.6	Service Lateral Connection	\$ 1,700	\$ 6,800
46	1	EA	237116	500-2.10.2	Rehabilitate Existing Manhole	\$ 5,000	\$ 5,000
47	350	SF	237110	600-1.3.1.5	Pavement Restoration for City Forces Final Connection	\$ 10	\$ 3,500
48	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$ 600

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
49	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	\searrow	\$ 1,000
50	1	LS	237110	704-4	Sewage Bypass and Pumping Plan (Diversion Plan)		\$ 1,500
51	5	DAYS	541330	707-1	Suspension of Work - Resources	\$ 10	\$ 50
52	7,500	LF	541330	707-2	Archeological and Native American Monitoring Program	\$ S	\$ 37,500
53	7,500	LF	541330	707-3	Paleontological Monitoring Program	\$ 1.22	\$ 9,150
54	1	AL	541330	707-4	Archeological and Native American Mitigation and Curation - Type I		\$10,000.00
55	100	CY	541330	707-5	Paleontological Mitigation and Excavation	\$ 50	\$ 5,000
					ESTIMATED TOTAL BASE BID:	\$ 1,31	5,000.00

			ADDITIVE ALTERNATE A					
1	1	LS	237110	600-1.2.2.10	High-lining by the Contractor	\sum	\geq	\$ 20,000
2	2	EA	237110	600-1.2.2.10	8-Inch through 12-Inch Connections to the Existing System by Contractor	\$	2,000	\$ 4,000
3	1	EA	237110	600-1.3.2.10	8-Inch through 12-Inch Cut-in Tee by Contractor	\$	4,000 -	\$ 4,000
4	6	EA	237110	600-1.4.9	Cut and Plug of the Existing System by Contractor	\$	2,000	\$ 12,000
	ESTIMATED TOTAL ADDITIVE ALTERNATE A:), 000.00
	ESTIMATED TOTAL BASE BID PLUS ADDITIVE ALTERNATE A:							55,000.00

TOTAL BID PRICE FOR BID (Items 1 through 55 PLUS Additive Alternate A, items 1 through 4 inclusive) amount written in words:

One million three Hundred Fifty- Five Thousand Dollars Only.

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: A, B

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

DOMINIC J. BURTECH - PRESIDENT & CEO

JULIE J. BURTECH - EXEC. VP & SECRETARY

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a copartnership, 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.

Bidder:	BURTECH PIPELINE INCORPORATED
Title:	DOMINIC J. BURTECH, PRESIDENT & CEO
Business Address:	102 SECOND STREET, ENCINITAS, CA 92024
Place of Business: _	ENCINITAS, CA 92024
Place of Residence: _	ENCINITAS, CA 92024
Signature:	. 6 77
a a an	

NOTES:

- A. The City shall determine the low Bid based on the Base Bid plus Additive Alternate ' \underline{A} '.
- B. After the low Bid has been determined, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.
- C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- D. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- E. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- H. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- I. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIEDØ	CHECK IF JOINT VENTURE PARTNERSHIP
V	Name: <u>Safe-T-Lite</u> Address: <u>777 Gable Way</u> City: <u>El Caj On</u> State: <u>CA</u> Zip: <u>92022</u> Phone: <u>(6)9) 441-3644</u>	Designer	Traffic Control Plans	\$ 4,500.00	SLBE	CITY	_
1	Name: Brian F. Smith & Ascoc. Inc. Address: 14010 Poway Rd Ste A City: Poway State: CA Zip: 92064 Phone: (858) 679-8218	Constructor	Archeo, Paleo 2 Native Monitoring	\$ 57,325.00	SLBE	спу	~
1	Name: <u>Sealright Paving</u> Address: <u>P.O. BOX 2753</u> City: <u>Sprime Vally</u> State: <u>CA</u> Zip: <u>91979</u> Phone: <u>(619) 465-7411</u>	constructor	Asphalt Pavirga Overlag, BascPaviro	\$ 118,541.26	SLBE	сіту	-

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 Enterp	rise MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business E	Enterprise DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Ente	erprise SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned S	mall Business SDVOSE	}	
② As appropriate, Bidder shall indica	ate if Subcontractor is certified by:		
City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commiss	sion CPUC	San Diego Regional Minority Supplier Diversity Coun	cil SRMSDC
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 subcon	tracting participation percentages	if the Bidder fails to submit the required proof of cer	rtification (except for
OBE, SLBE and ELBE).			· -
Form Title: List Of Subcontractors		· · · · · · · · · · · · · · · · · · ·	(Rev. July 2012)
Form Number: AA35			
Sewer and Water Group 732			16 Page

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as non-responsive and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	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
\checkmark	Name: McGrath Consutting Address: P.O. Box 20205 City: El Cajon State: CA Zip: 92021 Phone: (419) 250-2025	Designer	WPCP Devit	\$ 500. <i>0</i> 0	ELBE	спу	_
1	Name: YBS COncrete Inc. Address: 365 E J. St.,	constructor	curb Ramps	\$ 85,560.07	ELBE	Сіту	_
\checkmark	Name: Old Castle Precast Address: 2511 Harmony Grove, Rd. City: Escondido State: CA Zip: 92029 Phone: (760) 737-8590	Constructor	Sewer MH's	\$ 40,640.00	_	_	-

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):

11 1 2	2	U	1	,
Certified Minority Business En	terprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Busine	ess 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	5	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Own	ed Small Business	SDVOSB		
② As appropriate, Bidder shall in	dicate if Subcontractor is c	ertified by:		
City of San Diego		CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Com	mission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Departmen	t 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 sub	contracting participation	percentages if th	e Bidder fails to submit the required proof of certificat	tion (except for
OBE, SLBE and ELBE).				-
Form Title: List Of Subcontractor	'S		······	(Rev. July 2012)

Form Number: AA35 Sewer and Water Group 732

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED 2	CHECK IF JOINT VENTURE PARTNERSHIP
\bigvee	Name: Mô con Address: 49-950 Jefferson St. Ste C 200 City: Indio State: OA Zip: 92201 Phone: 1203564-2536	Constructor	PIPE Bursting	\$ 23, 298.00	_		-
1	Name: Tunnelworks Services Inc. Address: 13502-4 Whitter Blud St. 165 City: Whitter State: CA Zip: 90605 Phone: (SG2) 201-4036	Constructor	CCTV Inspection	\$ 6,100.00		-	-
Z	Name: Video Fact Address: 4150 Mernit Blvd. City: La Muse State: CA Zip: 91941 Phone: (419) 581 - 0080	constructor	Preconstri Video Doc	\$ 1,100.00	ELBĪ	Сіту	-

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):

	0		
Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
② As appropriate, Bidder shall indicate if Subcontractor is	certified by:		
City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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	n percentages if th	e Bidder fails to submit the required proof of certificat	tion (except for
OBE, SLBE and ELBE).	1 8	1 1	
Form Title: List Of Subcontractors			Pay July 2012)

Form Title: List Of Subcontractors Form Number: AA35 Sewer and Water Group 732 (Rev. July 2012)

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as non-responsive and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED 2	CHECK IF JOINT VENTURE PARTNERSHIP
\checkmark	Name: Inland Valley Engg Inc. Address: 27475 Yner Road # 627 City: Temecula State: CA Zip: 92591 Phone: (714)891-2323	Constructor	Tunneling Hem 43	\$113,000.N	-	_	_
\checkmark	Name: G. Scott Asphatt Inc. Address: 358 Trousdale Ur. City: Chula Vista State: CA Zip: 91910 Phone: (6)9)420-1854	Constructor	RPMS Slurry Scoling	\$21,500.N	SLBE	Сіту	-
\bigvee	Name: Payco Speciatties Inc. Address: 120 North Second Que. City: Chula Visig State: CA Zip: 91910 Phone: (69) 422-9204	Constructor	Striping	4 2,898.00	WBE	Caltrans	_

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):

		•	1	,
Ce	ertified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Ce	ertified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Ot	ther Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Ce	ertified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
W	oman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Se	ervice-Disabled Veteran Owned Small Business	SDVOSB		
② As a	ppropriate, Bidder shall indicate if Subcontractor is c	certified by:		
Ci	ity of San Diego	CITY	State of California Department of Transportation	CALTRANS
Ca	alifornia Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
St	ate of California's Department of General Services	CADoGS	City of Los Angeles	LA
St	ate of California	CA	U.S. Small Business Administration	SBA
The Bidder	will not receive any subcontracting participation	percentages if th	e Bidder fails to submit the required proof of certifica	tion (except for
	and ELBE).	- 0	• •	` L
Form Title:	List Of Subcontractors		an a	(Rev. July 2012)

Form Number: AA35 Sewer and Water Group 732 JULY ZULZ

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 400% of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE**, whereas man

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 SDVOSBO	WHERE CERTIFIED©
Name: YBS Concreste Inc. Address: 365 E J. St. City: Chula Vista State: CA Zip: 91910 Phone: (619)726-7317	Trucking	\$ 24,000.00	NO	NO	ELBE	сіту
Name:						
Name: Address: City: State: Zip: Phone:						

① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

				- · /
	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOSB		
2	As appropriate, Bidder shall indicate if Vendor/Supplier is cer	tified by:		
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS
	California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA
	State of California	CA	U.S. Small Business Administration	SBA
				<i>(</i> , n

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: Named Equipment/Material Supplier List Form Number: AA40	(Rev. July 2012)
Form Number. AA40	
Sewer & Water Group 732	17 Page

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

Bidder shall list all Subcontractors described in the Bidder's *Base Bid* whose percentage of work will increase or decrease if alternates are selected for award. Bidder shall also list additional Subcontractors not described in the Bidder's *Base Bid* who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSE, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

ADDITIVE/ DEDUCTIVE ALTERNATE	물 수 있는 것을 가지 못했다. 이 물건에 집에 많은 것 같아.	AND TELEPHONE NUMBER BCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK.	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED 2	CHECK IF JOINT VENTURE PARTNERSHIP
	Address:							
	City:							
	Zip:	Phone:		· · · · · · · · · · · · · · · · · · ·				
	Name:							
	City:							
	Zip:	Phone:						
	Name:							
	Address:							
	City:	State:						
	Zip:	Phone:						

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):

2

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 Service-Disabled Veteran Owned Small Business As appropriate, Bidder shall indicate if Subcontractor is certifi	WoSB SDVOSB ed by:	HUBZone Business	HUBZone
City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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 participations percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: Form Number			
January 14, 2013 Sewer and Water (ADDENDUM "A"	Page 13 of 12	