City of San Diego COPY

CONTRACTOR'S NAME: Sancon Engineering, Inc. ADDRESS: 5841 Engineer Dr., Huntington Beach, CA 92649 TELEPHONE NO.: 714-891-2323 FAX NO.: 714-891-2524 CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov Phone No. (619) 533-3481, Fax No. (619) 533-3633

A.Sohikish/B.Doringo/egz

CONTRACT DOCUMENTS



FOR

PUMP STATION 2 ROSECRANS FORCE MAIN SIPHON, AND WEST POINT LOMA INTERCEPTOR SEWER (WPLIS) LINER REPAIRS

VOLUME 1 OF 2

BID NO.:	K-15-5837-DBB-3-B
SAP NO. (WBS/IO/CC):	B-11098
CLIENT DEPARTMENT:	2011
COUNCIL DISTRICT:	2
PROJECT TYPE:	JC

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

 \succ prevailing wage rates: state \boxtimes federal \square

> APPRENTICESHIP.

BID DUE DATE:

2:00 PM

FEBRUARY 17, 2015 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14TH FLOOR, 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:



For

12/10/14 Seal Date

Bid No. K-15-5837-DBB-3-B 2 Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs Volume 1 of 2 (Rev. Dec. 2014) 2

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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 Contracts at the location, time, and date shown on the cover of these specifications for performing work on **Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs** (Project).
- 2. SUMMARY 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 in ATTACHMENT A.
- **3. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

4. SUBCONTRACTING PARTICIPATION PERCENTAGES:

- **4.1.** The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
- **4.2.** The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 15.3%

4.3. For additional Equal Opportunity Contracting Program requirements, see Attachment C.

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 Contracts, Conference Room at 1010 Second Avenue, 14th Floor, San Diego, CA 92101, at **10:00 AM**, on **JANUARY 27, 2015.**
- **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 Contracts 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. Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnlineTM hosted by PlanetBids System. For additional information go to:

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

- **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. 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.
- 8. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - **8.1.** Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - **8.2.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <u>http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</u>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - **8.3.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which

expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- **8.4. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- **8.5. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- **8.6. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- **8.7.** Working Hours. Contractor and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **8.8.** Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- **8.9.** Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **8.10.** Labor Compliance Program. The City has its own Labor Compliance Program as authorized by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred.

9. BIDDERS MUST REGISTER WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR): Pursuant to Labor Code section 1725.5 (with limited exceptions under Labor Code section 1771.1(a)):

- **9.1.** No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations.
- **9.2.** No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial
- **9.3.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

10. INSURANCE REQUIREMENTS:

- **10.1.** 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.
- **10.2.** 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.

11. PREQUALIFICATION OF CONTRACTORS:

11.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of all alternate item 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/cip/bidopps/prequalification.shtml

- **11.2.** 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 Contracts, Prequalification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or <u>dstucky@sandiego.gov</u>.
- **12. 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

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs 7 | Page Notice Inviting Bids

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

- 13. 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.
- 14. 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.
- **15. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum and Unit Price contract as set forth in the Bid Proposal Form(s), Volume 2.
- **16. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

17. AWARD PROCESS:

- **17.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **17.2.** 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.
- **17.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

- **18. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements shall render the Bid **non-responsive** and ineligible for award.
- **19. 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 Contracts.

20. SUBMISSION OF QUESTIONS:

20.1. 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 solicitation shall be submitted to:

Public Works Contracts 1010 Second Avenue, 14th Floor San Diego, California, 92101 Attention: [Contract Specialist listed on the front cover hereof]

OR:

Email address of the Contract Specialist listed on the front cover hereof.

- **20.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **20.3.** Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- **20.4.** 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.
- 21. 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.
- 22. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.

- **23. 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.
 - **23.1.** 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.
 - **23.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
 - **23.3.** 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.
 - **23.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

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

- **24.1.** 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.
- **24.2.** 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.
- 24.3. A Bid received without the specified bid security will be rejected as being non-responsive.

25. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **25.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **25.2.** 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.

- **25.3.** 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.
- **25.4.** 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.
- **25.5.** 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 Contracts 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."
- **25.6.** 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.
- **25.7.** 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.
- **25.8.** 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.

26. **BID RESULTS:**

- **26.1.** 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/cip/index.shtml</u>, with the name of the newly designated Apparent Low Bidder.
- **26.2.** 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.

27. THE CONTRACT:

- **27.1.** 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.
- **27.2.** 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.

- **27.3.** 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.
- **27.4.** 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.
- **27.5.** 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.
- **28. 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.
- **29. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **29.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **29.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **29.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - **29.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

- **29.5.** 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.
- **29.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- **29.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

30. PRE-AWARD ACTIVITIES:

- **30.1.** 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.**
- **30.2.** 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.

31. REQUIRED DOCUMENT SCHEDULE:

- **31.1.** 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.
- **31.2.** 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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
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	Proof of Valid DBE-MBE-WBE- DVBE Certification Status e.g., Certs.
9.	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
10.	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
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS

AGREEMENT

10 - 14 Mar.

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Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs 15 | Page Contract Forms Agreement Volume 1 of 2 (Rev. Dec. 2014)

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Sancon Engineering, Inc.</u> herein called "Contractor" for construction of Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs; Bid No. K-15-5837-DBB-3-B; in the amount of <u>One Million Nine Hundred Sixty-Nine Thousand Six Hundred Ninety Dollars and</u> 00/100 (\$1,969,690.00), which is comprised of the Base Bid.

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 **Pump Station 2 Rosecrans Force Main Siphon**, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs on file in the office of the Public Works Department as Document No. **B-11098** 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 **Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs** and Bid Number K-15-5837-DBB-3-B, 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.

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to <u>Municipal Code 22.310</u> authorizing such execution.

THE CITY OF SAN DIEGO

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APPROVED AS TO FORM.

By: UMAA

Stephen Samara Principal Contract Specialist (Acting) Public Works Contracting

7-11 5-Date:

Jan I. Goldsmith, City Attorney By mas Print Name: eputy City Attornev

Date:

CONTRACTOR

Bv

Print Name: Chuck Parsons

Title: Vice President

3315 Date:

City of San Diego License No.: <u>B1997003160</u>

State Contractor's License No.: 731791

CONTRACT FORMS

ATTACHMENTS

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CONTRACT ATTACHMENT PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND NUMBER : 1028652

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Sancon Engineering, Inc. ______, a corporation, as principal, and <u>HANOVER INSURANCE COMPANY</u> ______, 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 Nine Hundred Sixty-Nine Thousand Six Hundred Ninety Dollars and 00/100</u> (\$1,969,690.00), for the faithful performance of the annexed contract, and in the sum of <u>One</u> <u>Million Nine Hundred Sixty-Nine Thousand Six Hundred Ninety Dollars and 00/100</u> (\$1,969,690.00), for the benefit of laborers and materialmen designated below.

Conditions:

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If the Principal shall faithfully perform the annexed contract Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs, Bid Number K-15-5837-DBB-3-B, 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 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 3, 2015

Approved as to Form

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SANCON ENGINEERING, INC.

Principal

h Bγ

Chris DiBendetto, Sec

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney
By______
Deputy City Attorney

HANOVER INSURANCE COMPANY

Surety By_ Michael R. Langan, Attorney-in-fac

5 HUTTON CENTRE DRIVE, SUITE 1060 Local Address of Surety

SANTA ANA, CA 92707

Local Address (City, State) of Surety

714-415-3808

Local Telephone No. of Surety

Premium \$16,854.00

Bond No._1028652

Approved:

By:

Stephen Samara Principal Contract Specialist (Acting) Public Works Contracting

ACKNOWLEDGMENT A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California Los Angeles Requel Rojas, NoTARy Public MAR. 3, 2015 On before me, (insert name and title of the officer) Michael R. Langan personally appeared 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/spectro executed the same in his/ker/their authorized capacity is and that by his/ker/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. RAQUEL ROJAS COMM. #1980954 NRO WITNESS my hand and official seal. Notary Public - California Los Angeles County Comm. Expires June 27, 2016 Kaguel Ko (Seal) Signature

1.1

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY **CITIZENS INSURANCE COMPANY OF AMERICA**

POWERS OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS; That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint Michael R. Langan

of Pasadena, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED. That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company, Adopted April 14, 1982 -Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 23rd day of January 2013.



) ss

THE COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

· . .

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

dut. Homas

Robert Thomas, Vice President

Joe Brenstrom. Vice President

On this 23rd day of January 2013 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



mara a. Santink

Barbara A. Garlick, Notary Public My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Rowers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 3rd day of Marchy 2015.

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE OMMPANY OF AMERICA OF AMERICA J. N tchael Pete, Vice President

ACKNOWL	LEDGMENT
State of California County ofOrange)	_)
On March 4, 2015 before me,	C.Vizcarra, A Notary Public (insert name and title of the officer)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in by his/bet/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under t paragraph is true and correct.	the laws of the State of California that the foregoing
WITNESS my hand and official seal.	C. VIZCARRA Commission No. 1996629
Signature <u>C. Vizcana</u>	(Seal)

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DRUG-FREE WORKPLACE

PROJECT TITLE: Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs

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;

Sancon Engineering, Inc. (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 Cra.
Printed Name CHWK PAVSONS
Title Vice President

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs

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;

Sancon Engineering, Inc. (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 *putlined*.

Signed	_
Printed Name Chuck Parsons	_
Title Vice President	_

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs

I declare under penalty of perjury that I am authorized to make this certification on behalf of <u>Davis on Engineliting</u>, <u>tnc.</u>, 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	Day of March, 2015.
	Signed
	Printed Name Chuck Parsons
	Title Vice President

AFFIDAVIT OF DISPOSAL

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

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs

(Name of Project)

as particularly described in said contract and identified as Bid No. K-15-5837-DBB-3-B; SAP No. (WBS/IO/CC) B-11098; and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

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

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

Dated this ______ DAY OF ______, _____.

_____ Contractor

by

ATTEST:

State 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

AFFIDAVIT OF DISPOSAL

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

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-15-5837-DBB-3-B**; SAP No. (WBS/IO/CC) **B-11098**; 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.

by

_____ Contractor

ATTEST:

State of ______ County of ______

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

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

Notary Public in and for said County and State

ATTACHMENTS

ATTACHMENT A SCOPE OF WORK

SCOPE OF WORK

1. SCOPE 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:

Restore and repair the pipe and manhole with Ameron ArrowLock product or approved equal at West Point Loma Interceptor Sewer and Pump Station 2 Force Main Siphon. Any surface areas that are specified as damaged liner should be patched/sealed and repaired with Ameron ArrowLock product or approved equal. The project also includes possible restoration of pipe joints with either WEKO-SEAL Internal Pipe Joint Sealing, or using CREAMER In-Weg Internal Joint Seals or approved equal product.

- **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids and the detailed Scope of Work included in the Contract Appendix, inclusive.
- 2. CONSTRUCTION COST: The City's estimated construction cost for this contract is \$1,019,000.
- **3. LOCATION OF WORK:** The location of the Work is as follows:
 - **3.1.** The West Point Loma Interceptor (WPLIS) carries raw sewage from the West Portal of the Point Loma Tunnel to the Point Loma Wastewater Treatment Plant (PLWTP).
 - **3.2.** The FM Siphon is located under the Navy Channel at the Harbor Drive Bridge between Spanish Landing (NTC) and the intersection of Callaghan Circle and Chauncey Road. The Siphon is approximately 664-linear feet which extended across the channel. It is located approximately 1,700 feet downstream of pump station #2 (PS2).
- 4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **100 Working Days.**
- 5. 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.
 - **5.1.** The City has determined the following licensing classification for this contract:
 - CLASS A

ATTACHMENT B

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ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs **29** | Page Attachment C - Equal Opportunity Contracting Program Volume 1 of 2 (Rev. Nov. 2013)

EQUAL OPPORTUNITY CONTRACTING PROGRAM

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety 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 underrepresentations 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.
ATTACHMENT D

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Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs **33** | Page Attachment D - Intentionally Left Blank Volume 1 of 2 (Rev. Nov. 2013)

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs **34** | Page Attachment E - Supplementary Special Provisions Volume 1 of 2 (Rev. Dec. 2014)

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).

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

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

The Working Hours are 11:00 PM to 6:00 AM Mon-Fri, but the actual lining and repair work shall be from 2:00 AM to 5:00 AM during low flow condition and shut down of upstream pump stations. There is only three (3) hours window allowed for system shutdown.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-3.2 Self Performance. DELETE in its entirety and SUBSTITUTE with the following:

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.

2-6 WORK TO BE DONE. ADD the following:

The Contractor shall complete the work in accordance with Phase A and Phase B as provided in the Contract Appendices.

- **2-7 SUBSURFACE DATA.** ADD the following:
 - 4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

Inspection Services and Assessment Report for the 87-inch Sewer Force Main Project.

Phase B: Inspection Services and Assessment Report for the West Point Loma 114-inch Interceptor Sewer.

5. The report(s) listed above is(are) available for review at this website:

ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/

SECTION 4 - CONTROL OF MATERIALS

4-1.3.4 Inspection Paid For By the Contractor. To the City Supplement, ADD the following:

Specialty Liner Inspection

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.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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 Contractors 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 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
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which 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.

7-5 **PERMITS, FEES, AND NOTICES.** To the City Supplement, ADD the following:

The City will obtain, at no cost to the Contractor; the following permits:

- 1. Environmental CEQA Exemption.
- 2. Coastal Zone Exemption.
- **7-8.6** Water Pollution Control. ADD the following:

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

7-10.2.2 ENGINEERED Traffic Control Plans Provided by the Contractor. To the City Supplement, ADD the following:

Engineered "D" size TCP are required for the following area:

- 1. Pump Station 2 Force Main Repairs.
- **7-10.5.3** Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 ³/₄".
- **7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, 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.

7-16 COMMUNITY LIAISON. To the City Supplement, DELETE in its entirety and SUSBTITUTE with the following:

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

- 1. To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
- 2. The Contractor will perform the community outreach activities required throughout the Contract Time.

3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project. Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDShare site:

http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx.

- 4. The Contractor shall execute the Information Security Policy Acknowledgement Form - For Non-City Employees within 15 days of the award of the Contract if:
 - a) The contact information for the Contractor is made available on any outreach materials or;
 - b) The Contractor will be the primary point of contact to resolve project related inquiries and complaints.
- 5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDShare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDShare site within 24 hours.

Copies of email communications shall be saved on to the City's SDShare site as individually as an Outlook Message Format (*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

6. **When specified**, present your Exclusive Community Liaison to the Engineer, in writing, within 15 days of the award of the Contract.

7-16.2 Submittals.

1. The Contractor shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.

- a. Prior to distributing or mailing, the Contractor shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval.
- b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer.
- 2. The Contractor will use the City's SDShare site to identify and summarize communications (via phone, in person, and email) with the public the within 24 hours of receipt, even if the Contractor's response to the individual is still incomplete. The Contractor will upload to the City's SDShare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.3 Public Notice by Contractor.

- 1. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets where Work is to be performed at least 5 days before starting the Work as directed by the Resident Engineer.
- 2. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.

7-16.4 Quality Assurance.

- 1. During the course of community outreach, the Contractor shall ensure the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.), on behalf of the Contractor:
 - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing,
 - b. Possess and display easily verifiable and readable personal identification that identifies the person as an employee of the Contractor,
 - c. Have the interpersonal skills to effectively, professionally, and tactfully represent the project, Contractor, and City to the public.

7-16.5 Communications with the Public.

1. The Contractor shall provide updates on construction impacts to the Resident Engineer. The Contractor shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.

- 2. The Contractor shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
- 3. At the request of the Resident Engineer, the Contractor shall attend and participate in project briefings at community meetings.
- 4. The Contractor shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

7-16.6 Communications with Media.

- 1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
- 2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
- 3. In the event media representatives arrive near or on the construction site(s), the Contractor shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.
- 4. The Contractor shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
- 5. If the City allows members of the media to access a construction site, the Contractor shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
- 6. The Contractor shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
- 7. The Contractor has a right to speak to members of the media about its company and its role on the project. All other questions shall be referred to the City.
- **7-16.7 Exclusive Community Liaison Services.** If directed to conduct Exclusive Community Liaison Services, the Contractor shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be as follows:
 - 1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
 - 2. Notify businesses, institutions, property owners, and residents of the commencement of construction activities and utility service interruptions not less than 5 days in advance.

- 3. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
- 4. Prepare and present of materials in coordination with the Resident Engineer (the City's standards and guidelines for the communication materials are available for review by Bidders by sending a request to the Contract Specialist).
- 5. Respond to community questions and complaints related to Contractor activities.
- 6. Write, edit, update, or produce brochures, pamphlets and news releases.
- 7. Provide standard telephone inquiries and e-mail responses:
 - a) Respond to telephone calls and e-mails from the public.
 - b) Record calls and e-mails on the City's SDShare site.
- 8. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
- 9. Attendance at pre-construction, community and stakeholders meetings.
- **7-16.7.1 Exclusive Community Liaison Work Plan.** The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) **as specified** within 15 days of the Award of the Contract.
- **7-16.8 Payment.** The Payment for the community outreach and public notices is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services."
- 7-20 **ELECTRONIC COMMUNICATION.** ADD the following:

Virtual Project Manager will be used on this contract.

SECTION 9 - MEASUREMENT AND PAYMENT

- **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."
- **9-3.1 General.** ADD the following:

Payment for the allowance bid item "Shift Cancellation / Reduction" shall be as follows:

The following rates/costs have been established for Bid Allowance Item 18 which is the City's compensation amount for delays. For a Shift Cancellation, the City will compensate the Contractor in the amount of \$2,000.00 per occurrence. Any cancellation

within 48 hours of a scheduled shift will result in a cancellation charge. A shift cancellation notice by the City prior to 48 hours of a scheduled shift will result in NO cancellation charge. For Shift Reduction, the City will compensate the Contractor in the amount of \$600.00 per hour on any reduced shift. Each complete working shift is set for a total of three (3) hours (plus and minus), and the Contractor should prepare the bid proposal based on a three hour shift (actual lining installation) for any working day.

SECTION 500 – PIPELINE

ADD:

500-1.1.5 Video Inspection. To the City Supplement, after the last paragraph, ADD the following:

During the pre-installation video the contractor shall identify all existing protruding laterals into the existing main and trim them flush to the main prior to rehabilitation. The cost of trimming the existing laterals will be included in the pipe rehabilitation bid item.

SECTION 705 – WATER DISCHARGES

- **705-2.6.1** General. Paragraph (3), CORRECT reference to Section 803 to read "Section 703."
- **705-2.6.3 Community Health and Safety Plan.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- **705-2.6.3** Community Health and Safety Plan. See 703-2, "Community Health and Safety Plan."

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption and an Exemption Letter for Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs, as referenced in the Contract Appendix.

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

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs **48** | Page Attachment E - Supplementary Special Provisions Appendices Volume 1 of 2 (Rev. Dec. 2014)

APPENDIX A

NOTICE OF EXEMPTION AND EXEMPTION LETTER

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs **49** | Page Appendix A - Notice of Exemption and Exemption Letter Volume 1 of 2 (Rev. Dec. 2014)

NOTICE OF EXEMPTION

(Check one or both)

Х

TO:

RECORDER/COUNTY CLERK P.O. Box 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO

DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH 1400 TENTH STREET, ROOM 121 SACRAMENTO, CA 95814

PROJECT NO.: N/A

PROJECT TITLE: Pump Station 2 Force Main Siphon & West Point Loma Interceptor Sewer **Liner Repairs**

PROJECT LOCATION-SPECIFIC: The siphon repairs are located under the Navy Channel at the Harbor Drive Bridge between Spanish Landing and the intersection of Callaghan Circle and Chauncev Road. The interceptor sewer repairs are located within the West Point Loma Interceptor Sewer (WPLIS) which runs from West Portal of Point Loma Tunnel to the Point Loma Wastewater Treatment Plant.

PROJECT LOCATION-CITY/COUNTY: City of San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: Repairs to a sewer siphon and interceptor are proposed. Repair work is proposed to occur from inside the pipes using manholes or man ways as entrance points to the pipes. The siphon that is part of an 87-inch diameter force main is located approximately 1,700 feet downstream of Pump Station #2 (PS2) and extends across the channel for 664 linear feet. There are two entrances (man ways) on either side of the channel that will be used as access points to the inside of the siphon pipe. The work includes restoration and repairs to the joints inside the siphon pipe line and repair of the liner. The 114-inch diameter interceptor sewer is approximately 7,429- linear feet of pipe which runs from West Portal of Point Loma Tunnel to the Point Loma Wastewater Treatment Plant. There are 10 manholes associated with the pipeline. Access is needed to all manholes to restore and repair the defected liner at 26 locations from within the 10 manholes. In addition, the liner will be patched/sealed on any areas that are specified as damaged. The equipment used in this process will be hand held cutting and welding tools, T-Lock sheets, a boiler, confined space entry equipment, a generator, lights, and pick-up trucks. Access and staging will be on previously disturbed areas and existing access roads. No impacts to biological resources are anticipated as native vegetation will not be displaced. No impacts to archeological or paleontological resources are anticipated as no excavation is proposed.

NAME OF PUBLIC AGENCY APPROVING PROJECT: CITY OF SAN DIEGO

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

PUBLIC UTILITIES DEPARTMENT, WASTEWATER BRANCH, 9192 TOPAZ WAY, SAN DIEGO, CA 92123, DIRK SMITH 858.614.5722.

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(B)(1); 15268); ()
- DECLARED EMERGENCY (SEC. 21080(B)(3); 15269(A); ()
- EMERGENCY PROJECT (SEC. 21080(B)(4) ()
- CATEGORICAL EXEMPTION: SEC. 15301(B) EXISTING FACILITIES. (X)
- STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The project is the restoration and repair of existing wastewater facilities. These actions do not involve an expansion of use and will not result in significant impacts to sensitive biological or archaeological resources. Furthermore, the project meets the criteria set forth in CEQA Section 15301.

LEAD AGENCY CONTACT PERSON:

MARTHA BLAKE, SENIOR PLANNER, DSD/ENVIRONMENTAL ANALYSIS SECTION, TELEPHONE: (619) 446-5375

IF FILED BY APPLICANT:

()

- ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING. 1. 2.
 - HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT? YES No ()

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

JANUARY 22, 2013 DATE

MARTHA BLAKE/SENIOR PLANNER

CHECK ONE. (X) SIGNED BY LEAD AGENCY DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR: () SIGNED BY APPLICANT

CALIFORNIA COASTAL COMMISSION

SAN DIEGO COAST DISTRICT 7575 METROPOLITAN DRIVE, SUITE 103 SAN DIEGO, CA 92108-4421 (619) 767-2370 FAX (619) 767-2384

www.coastal.ca.gov



EXEMPTION LETTER

Date: January 30, 2013

Commission Reference Number: 6-13-009-X

Name:

City Of San Diego Public Utilities, Attn: Mr. Dirk Smith

Project Location:

Under Navy Channel at the Harbor Drive Bridge between Spanish Landing and the intersection of Callaghan Circle and Chauney Road; and in West Point Loma Interceptor Sewer which runs from West Portal of Point Loma Tunnel to the Point Loma Wastewater Plan, Point Loma, San Diego (San Diego County)

Project Description:

Repair to a sewer siphon and interceptor, including repairs to: the liner and the joints inside the siphon pipe line. Repair work is proposed to occur from inside the pipes using manholes as entrance points to the pipes. Access and staging will occur on previously disturbed areas and existing access roads. No impacts to biological resources are anticipated, as no vegetation removal or grading is proposed.

This is to certify that this location and/or proposed project has been reviewed by the staff of the Coastal Commission. A coastal development permit is not necessary for the reasons checked below:

 The site is not located within the coastal zone as established by the California Coastal Act of 1976, as amended.

The proposed development is included in Categorical Exclusion No._____adopted by the /California Coastal Commission.

The proposed development is judged to be repair or maintenance activity not resulting in an addition to or enlargement or expansion of the object of such activities and not involving any risk of substantial adverse environmental impact (Section 30610(d) of Coastal Act).

The proposed development is an improvement to an existing single family residence (Section 30610(a) of the Coastal Act) and not located in the area between the sea and the first public road or within 300 feet of the inland extent of any beach (whichever is greater) (Section 13250(b)(4) of 14 Cal. Admin. Code.

The proposed development is an improvement to an existing single family residence and is located in the area between the sea and the first public road or within 300 feet of the inland extent of any beach (whichever is greater) but is not a) an increase of 10% or more of internal floor area, b) an increase in height over 10%, or c) a significant non-attached structure (Sections 30610(a) of Coastal Act and Section 13250(b)(4) of Administrative Regulations).

The proposed development is an interior modification to an existing use with no change in the density or intensity of use (Section 30106 of Coastal Act).

(CONTINUED)

Pump Station 2 Rosecrans Force Main Siphon and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs Appendix A - Notice of Exemption and Exemption Letter Volume 1 of 2 (Rev. Dec. 2014) 51 | Page Exemption Letter - Page 2

- The proposed development involves the installation, testing and placement in service of a necessary utility connection between an existing service facility and development approved in accordance with coastal development permit requirements, pursuant to Coastal Act Section 30610(f).
- The proposed development is an improvement to a structure other than a single family residence or public works facility and is not subject to a permit requirement (Section 13253 of Administrative Regulations).
- The proposed development is the rebuilding of a structure, other than a public works facility, destroyed by natural disaster. The replacement conforms to all of the requirements of Coastal Act Section 30610(g).
- ___ Other:

Please be advised that only the project described above is exempt from the permit requirements of the Coastal Act. Any change in the project may cause it to lose its exempt status. This certification is based on information provided by the recipient of this letter. If, at a later date, this information is found to be incorrect or incomplete, this letter will become invalid, and any development occurring at that time must cease until a coastal development permit is obtained.

Sincerely,

CHARLES LESTER Executive Director

KANANI BROWN Coastal Program Analyst

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. <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. **<u>POLICY</u>**

- 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 ¹/₂ "National Standards Tested (NST) fire hydrant male coupling.
- 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**

Process for Issuance

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

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

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

4.7 **Relocation of Existing Fire Hydrant Meters**

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

4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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7. <u>FEE AND DEPOSIT SCHEDULES</u>

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

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

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

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

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

Larry Gardner 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

Annlicat	ion for Fire						
Chy of San Diego		(EXHIBIT	•	(For Office Use Only)			
Water & Wastewater Hydrant	Weter		NS REQ		AC#		
			DATE	B	3Y		
	R SHOP (619) 527-7	Appli	cation Date	Regu	uested Install Da	ate:	
Meter Information							
Fire Hydrant Location: (Attach Detailed Map//Thor	nas Bros. Map Location o	or Construction	drawing.) <u>Zip:</u>	<u>T.B.</u>	G	.B. (CITY USE)	
Specific Use of Water:							
Any Return to Sewer or Storm Drain, If so , explain	:						
Estimated Duration of Meter Use:			Γ	Chec	k Box if Reclaim	ed Water	
Company Information				2			
Company Name:							
Mailing Address:							
City:	State:	Zip:	B11 1 1	Phone: ()		
*Business license#	*Contractor license#						
A Copy of the Contractor's license OR I	Business License is	required at	the time of	meter issu	iance.		
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)				Phone: ()		
Site Contact Name and Title:				Phone: ()		
Responsible Party Name:			-	Title:			
Cal ID#				Phone: (.)		
Signature:		Date:					
Guarantees Payment of all Charges Resulting from the us	e of this Meter. <u>Insures that</u>	employees of thi	s Organization un	derstand the pr	oper use of Fire H	lydrant Meter	
Fire Hydrant Meter Removal Request Requested Removal Date:							
Provide Current Meter Location if Different from Ab	oove:	I	· · · · · · · · · · · · · · · · · · ·				
Signature:		Title:			Date:		
Phone: ()	Р	ager: ()		·····	-	
City Meter Private Me	eter						
		ć 0	20.00		+ ca 00		

Contract Acct #:	Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7
·		Backflow
Backflow #	Backflow Size:	Make and Style:
Name: Pump Station 2 Rosecrans Force Main Siphon, and V Appendix D – Fire Hydrant Meter Program Volume		Liner Repairs Date: 64 Page

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

Name of Responsible Party Company Name and Address Account Number:

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

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Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

- 1. Soil Amendment
- 2. Fiber Mulch
- 3. Pvc Or Pe Pipe Up To 16 Inch Diameter
- 4. Stabilizing Emulsion
- 5. Lime
- 6. Preformed Elastomeric Joint Seal
- 7. Plain And Fabric Reinforced Elastomeric Bearing Pads
- 8. Steel Reinforced Elastomeric Bearing Pads
- 9. Waterstops (Special Condition)
- 10. Epoxy Coated Bar Reinforcement
- 11. Plain And Reinforcing Steel
- 12. Structural Steel
- 13. Structural Timber And Lumber
- 14. Treated Timber And Lumber
- 15. Lumber And Timber
- 16. Aluminum Pipe And Aluminum Pipe Arch
- 17. Corrugated Steel Pipe And Corrugated Steel Pipe Arch
- 18. Structural Metal Plate Pipe Arches And Pipe Arches
- 19. Perforated Steel Pipe
- 20. Aluminum Underdrain Pipe
- 21. Aluminum Or Steel Entrance Tapers, Pipe Downdrains, Reducers, Coupling Bands And Slip Joints
- 22. Metal Target Plates
- 23. Paint (Traffic Striping)
- 24. Conductors
- 25. Painting Of Electrical Equipment
- 26. Electrical Components
- 27. Engineering Fabric
- 28. Portland Cement
- 29. Pcc Admixtures
- 30. Minor Concrete, Asphalt
- 31. Asphalt (Oil)
- 32. Liquid Asphalt Emulsion
- 33. Epoxy
APPENDIX D

SAMPLE CITY INVOICE

City of	San Diego, Field Engineering Div.	, 9485 Aero	Drive, S	SD CA 92123		Contract	or's Name:					
Project	Name:					Contract	or's Addre	ss:				
SAP No	o. (WBS/IO/CC)											
	rchase Order No.					Contract	or'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:		
T . 11			Contra	ct Authorizati	ion	Previous Estimate This Estimate				Totals to 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							
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							
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00							
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00							
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00							
	CHANGE ORDERS			,								
Change	e Order 1	4,890										
Items 1		,			\$11,250.00							
Item 5-	Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)							
Change	e Order 2	160,480										
Items 1					\$95,000.00							
Item 4	Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)							
Item 5-	Encrease bid Item 9	LF	8	\$9,800.00	\$78,400.00							
	e Order 3 (Close Out)	-121,500										
	Deduct Bid Item 3		53	-500.00	(\$26,500.00)							
	Deduct Bid Item 4	LS	-1	45,000.00								
Items 3	-9		1	-50,500.00	(\$50,500.00)			Total				
	SUMMARY							Total This	\$ -	Total Billed	\$0.00	
	ginal Contract Amount						Ref			w Payment Sche		
	roved Change Order 1 Thru 3									this billing		
	al Authorized Amount (A+B)							•		PO or in Escrow		
-												
	D. Total Billed to Date					Add'l Amt to Withhold in PO/Transfer in Escrow: Amt to Release to Contractor from PO/Escrow:						
-	Total Retention (5% of D)	├					Amt to Re	lease to Co	ontractor fr	om PO/Escrow:		
-	Total Previous Payments	├				Contract			4			
	ment Due Less Retention					Contract	or Signatu	re and Da	le:			
H. Ren	naining Authorized Amount											

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs Appendix D - Sample City Invoice Volume 1 of 2 (Rev. Dec. 2014)

APPENDIX E

LOCATION MAPS





APPENDIX F

SEWER MAINS AND MANHOLE REHABILITATION SAMPLE DATA TEMPLATES

				REH	AB DATE	COLLECTION -	- SEWER MAINS			
FSN	REHAB DATE	LENGTH	INSIDE DIAM	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC	REHAB MATERIAL VENDOR	COMMENTS	ACCEPTANCE DATE
65112	8/22/2006	312	8	7	PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/2006

REHAB DATA COLLECTION – MANHOLES

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

APPENDIX G

CONSTRUCTION PLANS



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SEWER (WPLIS) LINER REPAIRS

LINER STATUS FIGURE - 1

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs Appendix G - Construction Plans Volume 1 of 2 (Rev. Dec. 2014)



Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs Appendix G - Construction Plans Volume 1 of 2 (Rev. Dec. 2014)





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			55-0				
			UN UN				
			TNC	: 1			
			õ				
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		·					
		4 • •					
Q	XIMUM H = 379 c. = 8.42 f., = 0.014	f.s.	IC GRADE	LINE IA	і і і (87″ф ЕМ		30
Q	= 379 c. 8.42 f.,	f.s.	IC GRADE		в7*¢ ем		SHEET 30
Q	= 379 c. 8.42 f.,	f.s.	IC GRADE	<u>ns</u>		a sun	ON SHEET 3δ 5-30-AD)
Q	= 379 c. 8.42 f., 0.014	f.s.		<u>ns</u>	BU REGTIONS N 2900-101	a sun	022 022
	= 379 c. 8.42 f., 0.014	rs. d.s	ł:	CORF "CORF "AS-DUIL	BU REGTIONS N 2900-101	MADE BY:	022 022
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APPENDIX H

SCOPE OF WORK

(For the Pipe Liner Repairs on the Pump Station 2 Rosecrans Force Main Siphon and the West Point Loma Interceptor Sewer)

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SCOPE OF WORK

(For the Pipe Liner Repairs on the Pump Station 2 Rosecrans Force Main Siphon and the West Point Loma Interceptor Sewer)

I. GENERAL

This Scope of Work (SOW) defines the extent of the services necessary to complete all the required work specified for this PROJECT.

II. PROJECT DESCRIPTION

In 2008, City's two large-diameter sewer pipelines namely the Pump Station 2 (PS2) Rosecrans Force Main Siphon and the West Point Loma Interceptor Sewer were inspected and assessed to determine their condition and structural integrity. The assessment determined that both of the pipelines are structurally in good condition. However, the inspection identified several locations where the liner and the underlying reinforce concrete pipe (RCP) was damaged. Most of the damage was assessed as requiring small to medium spot repairs.

This project is to conduct liner repairs on the Pump Station 2 87-inch force main siphon located under the Navy channel at the Harbor Drive Bridge and the West Point Loma Interceptor Sewer (WPLIS). This project will also repair the liner and manhole rings on all ten (10) manholes on the West Point Loma Interceptor.

Project execution will be conducted in two phases, Phase A and Phase B as described below. Phase A will conduct repairs along the Pump Station 2 Rosecrans Force Main Siphon. Phase B will conduct liner repairs along the West Point Loma Interceptor Sewer.

PHASE A: PUMP STATION 2 ROSECRANS FORCE MAIN SIPHON LINER REPAIRS

1. Background

The Rosecrans Force Main (FM#1) is an 87-inch reinforced concrete pipe (RCP) force main that runs from Pump Station 2 to the East Portal Structure and is approximately 15,000 feet long. The portion requiring liner repairs is the force main siphon located under the Navy channel at the Harbor Drive Bridge.

2. Scope of Work

The Pump Station 2 Rosecrans Force Main Siphon is approximately 664 feet long. It is located south of the Harbor Drive Bridge and is approximately 1,700 feet downstream of Pump Station 2. Access points for the siphon are located on either side of the channel. The upstream access manhole is at station 252+57, invert elevation – 12.0 MSL located on the parkland known as Spanish Landing. The downstream access is at 245+93, invert elevation – 12.0 MSL located on the Anti Submarine Warfare (ASW) Facility. Special access requirements with the Navy will be required for the downstream location. The Contractor is responsible for obtaining the required access permits from the Navy for every employee on the site. This activity will take at least several days and shall be done in advance of arrival on site.

Access to the pipeline exterior is through vaults and 36-inch manholes located on the surface. Access to the interior of the pipeline is through a 20-inch diameter access shaft that stands approximately 3 feet above the crown of the pipe. There may be precipitate buildup on the access shaft that may have to be removed to allow the full 20-inch diameter opening.

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Plans, drawing number 11055-D of the existing siphon are available at the following location: Maps and Records Department, Development Services Department, 1222 First Avenue, San Diego, CA 92101.

The Pump Station 2 Rosecrans Force Main Siphon was inspected in August 2008. This inspection was performed to assess the condition of the 87-inch siphon portion of the force main prior to renovation of the North Harbor Drive Bridge. The inspection determined that the pipeline overall is in sound condition. However, the inspection identified damage to the 240degree T-lock liner and severe liner bubbling near the access manway on the ASW channel side was identified. Additionally, T-lock anchors were pulled from the concrete pipe near the access man way on the Spanish Landing side. The inspection report titled "Inspection Services and Assessment Report for the 87-inch Sewer Force Main Project" dated 2012 prepared by Downstream Services, Inc. identifies the location of all the defects along with corresponding defect description. The proposed solution will repair the damaged liner at specified locations, as identified in the inspection report.

3. Location of Work and Access Structures

The work location is at the Rosecrans Force Main Siphon at the Navy channel and the Harbor Drive Bridge. Access points are East and West of the channel.

4. Logistics

The repair of the Pump Station 2 Rosecrans Force Main Siphon liner can take place during the day for total of 10 working days using regular working hours, 8 hours per shift. If work exceeds more than 10 working days, the Contractor must switch to night work. The night work is limited from midnight to 5:00 a.m. but time may be limited by weather related occurrences. Prior to the repair work it is the responsibility of the Contractor to isolate the force main for draining which requires an early morning work around 2:00 a.m., with all flows ceasing at the East Portal vault by 2:30 a.m. The Contractor must complete all work and be ready for the start up of Pump Station 2 pumping operations at 5:00 a.m. The second shutdown on the following morning is also required to seal off flow at the stop logs with the same working duration from 2:00 a.m. to 5:00 a.m.

A notice shall be given to the City ten (10) days prior to the liner repairs beginning. The City will have the ability to stop or reschedule the planned work at anytime. The pipeline will be drained by City forces. The Contractor shall be responsible for removing the flange on the access hatch and for all the work in the pipeline and for removing the water, grit and cleaning the pipeline if required. The siphon is approximately 1,700 feet downstream of the pump station. The pipeline is encased in approximately two (2) feet of concrete. The sloped portions of the siphon leading to and from the access manholes are approximately 8.3%. The flat section of the siphon runs from Sta 248+50, invert elevation -33.0 MSL to Sta 250+00, invert elevation -33.50 MSL.

Other requirements for performance of the work include:

- A. The Contractor shall not commence on-site work until all required permits and clearances from regulatory agencies and the City of San Diego are obtained.
- B. The Contractor is responsible for determining the detailed means and methods for successfully performing these work requirements.
 - The Contractor shall submit a detailed work plan and schedule for review by the City (1)Project Manager indicating the means and methods the Contractor will utilize to accomplish the required repairs.

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- (2) Coordinate with the City Project Manager and the Pump Station 2 Senior Operations Supervisor, Thang Hoang, (619) 980-7457, for force main shutdown, safety lock out/tag out at Pump Station 2, safety lock out/tag out at the Navy Pump Station that discharges near station 31+00 on the 114-inch interceptor, and all other tasks requiring project coordination. The Contractor shall apply his own lock out/tag out devices at the pump station on valving and/or pump switch gear. The shutdown of the City of San Diego Pump Station 2 and the Navy Pump Station (discharging near Station #31) will commence at 2:00 a.m., with all flows ceasing in the 114-inch West Point Loma Interceptor Sewer by 2:30 a.m. The Contractor must complete repairs and remove all equipment from the pipeline by 5:00 a.m. in order to be ready for the start up of the pump stations at 5:00 a.m.
- (3) The Contractor shall identify locations along the 114-inch pipeline where lateral side flows from Navy buildings and facilities may occur intermittently, and could be a hazard to entry crew. This can include discharges from small sewer pump stations discharging near Manholes #7 and #10.
- (4) Obtain access permits from the Naval Facilities Engineering Command (NFEC) to access into the Navy Base. Obtain security clearances for all Contractor and subcontractor personnel to be on site. Personnel shall have and display their security badges at all times while on the Navy site.
- C. No impacts to sensitive habitat containing native plants along the pipeline alignment and manholes is allowable.
- D. The Contractor shall investigate the accessibility of all manholes along the pipeline, in order to plan entry requirements.
- E. The Contractor shall communicate to the Project Manager the manholes that are inaccessible, and obtain direction on how to proceed with the repair of this pipeline.
- F. The Contractor shall designate a 7/24 hour emergency contact person to the City.
- G. The Contractor shall remove all equipment from the pipeline and manholes within two (2) hours of notification by the City of an emergency condition requiring this immediate action by the Contractor.
- H. Cell phone coverage is generally not available along the 114-inch pipeline alignment. The Contractor shall have a mobile vehicle on site that can travel at all times to a location along Catalina Boulevard where phone coverage is available for communication to the City in the event of an emergency.
- I. Comply with all federal and state OSHA requirements as required. Obtain all required CAL OSHA permits including confined space entry permits for each entry. All personnel on the confined space entry/rescue crew shall have a current confined space safety certification, which shall be submitted to the City Project Manager prior to the start of on-site work. Personnel entering the many way vaults and pipeline shall comply with the requirements of the confined space entry permit and CAL OSHA confined space entry requirements at all times.
- J. When in the 114-inch pipeline, the entrants shall be equipped at all times with safety harnesses, Self Contained Breath Apparatus (SCBA), and all other safety equipment required by the confined space entry permit.

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs **90** | Page Appendix H - Scope of Work (For the Pipe Liner Repairs on the Pump Station 2 Rosecrans Force Main Siphon and the West Point Loma Interceptor Sewer) Volume 1 of 2 (Rev. Dec. 2014)

- K. When personnel is to access the West Point Loma Interceptor Sewer (Manhole #5 Station 36 +11.98 to the PLWTP Headworks Station 2 + 18) where there will be standing water in the pipeline, they shall utilize personal protective gear including gloves, boots and hip waders to protect against contact and immersion in the raw sewage.
- L. The designated confined space entry supervisor and entry rescue crew shall be on site at all times during confined space entries and monitoring personnel in the pipeline for safety.
- M. Obtain an Air Pollution Control District (APCD) permit(s) for generator operation as required.
- N. Submit a Job Safety Analysis (JSA) to the City of San Diego Public Utilities Department Safety Section for review and approval. All work shall be performed in compliance with the requirements of the JSA.
- O. Submit a Sewage Spill Prevention and Response Plan to the City of San Diego Public Utilities Department for review and approval.
- P. Obtain a construction water meter from the City of San Diego, Water Department and/or Port of San Diego as required for water to be used for the pipeline cleaning operation.
- Q. The Contractor shall complete the schedule work tasks upon notification from the City Project manager that the force main has been drained and depressurized, and the man way flanges may be removed to gain access into the pipe.
- R. Maintain an eight (8) foot corridor to allow pedestrian access under the bridge and along the temporary fences construction site.
- S. Install temporary fencing to enclose the work site equipment including generator, lighting, ventilation equipment, and all other equipment materials in the construction area. Secure and lock the fencing at all times when the Contractor is not on site working.
- T. Prepare traffic control plans for approval by NFEC as required for any work or staging of equipment or vehicles that will occur within the Navy Base Right-of-Way areas. Obtain the necessary traffic control permits, and provide traffic control signs, barricades and flagging personnel as required.
- U. The Contractor shall maintain the work site at all times in a safe manner to avoid hazard to Navy Base personnel accessing through the work areas.
- V. The Contractor shall submit a detailed work plan and schedule for review by the Project Manager indicating the means and methods the Contractor shall utilize to accomplish the work tasks required.

5. <u>Isolation and Draining of the 87-inch Force Main</u>

The following describes the work to isolate and drain the 87-inch force main:

- A. The shutdown of the pump station to perform work at the East Portal for isolating the force main for draining will commence at 2:00 a.m., with all flows ceasing at the East Portal vault by 2:30 a.m. The Contractor must complete all work and be ready for the start up of Pump Station 2 pumping operations at 5:00 a.m. The second shutdown on the following morning is also required to seal off flow at the stop logs with the same working duration from 2:00 a.m. to 5:00 a.m.
- B. Prior to manned entry into the East Portal vault, test atmosphere for hazardous gases. Determine if hazardous gases and oxygen content are at concentrations that meet the OSHA Permissible Exposure Limit (PEL) for an eight (8) hour period. If ventilation is required,

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operate a ventilation system a sufficient amount of time until the atmosphere in the confined space meets these requirements. During confined space entry, continuously monitor for hazardous gases and oxygen content.

- The time to drain out the force main back to Pump Station 2 is approximately three (3) days from the time the operation commences.
- Completion of work at the East Portal for isolation and draining of the force main will require scheduling a shutdown of Pump Station 2 on two (2) consecutive nights.
- On the first night time shutdown, the City will initiate the force main isolation by shutting the main sluice gate at the East Portal after flows from the Pump Station 2 have stopped.
- Provide a crane rated at the required capacity (40 ton crane) to lift and install the stop log into the slide tracks in the East Portal vault.
- The second shutdown on the following night is to perform work to better seal off flow at the stop log. The isolation sluice gate will develop a substantial sealing after being closed for twenty (24) hours, and allow confined space entry into the East Portal to clean the stop log tracks for better sealing. Provide a crane to again lift the sluice gate in the tracks and clean the stop log tracks by hand shoveling debris and grit to obtain a leak proof seal.
- Lower the stop log back into place in the cleaned tracks.
- When the pump station is restarted at 5:00 a.m., monitor the seal at the stop log to verify that there is no significant leakage past the stop log that will impact the siphon dewatering or the pipeline repair.
- If there is still significant leakage past the stop log, then install sand bags at the base of the stop log to control minor leakage.

II. <u>Pump Out and Dewater the 87-inch Force Main Siphon</u>

The following describes the work for dewatering the 87-inch force main to allow manned entry to conduct the required liner repairs:

The pumping process suggested below is intended to indicate the general requirements for the pumping operation. Other pumping methods using different pumping equipment may be used by the Contractor if it complies with these general requirements.

- A. During manned entry into the pipeline man way vault(s) as required to accomplish the dewatering operation, provide power in and power out ventilation at each vault.
- B. The ventilation discharge air at each vault (requiring manned entry) shall be routed through an activated charcoal odor control canister in order to prevent nuisance odor problems. The canister shall be sized for the required air flow and concentration of hazardous gases in the pipeline. At minimum it shall operate with a 250 CFM spark-proof blower discharging through a canister of 400 pounds of UOCH-KP granular activated carbon [impregnated with potassium hydroxide (KOH)]. Continuously monitor the air flow from the activated charcoal canister when the ventilation system is in operation to verify that the hydrogen sulfide is being absorbed into the material and that no nuisance concentrations of sewer gas are being discharged into the atmosphere and the requirements of the APCD permit are being met.
- C. Prior to manned entry into the vault or pipe man way as required to set up pumping equipment, operate the ventilation system a sufficient time until all monitored hazardous gases and oxygen content are at concentrations that meet the OSHA Permissible Exposure Limit (PEL) for an eight (8) hour period.

- D. During confined space entry, continuously monitor for hazardous gases and oxygen content at the man way(s) and inside the pipe where manned entry is required, and at the discharge of the ventilation upstream of the activated charcoal odor control canister to verify that the atmosphere continuously meets the above OSHA PEL concentrations.
- E. Install a special cable or other pipe access aid as required to provide safe and secure hand holds and footing on the sloped sections of the siphon.
- F. The Contractor shall maintain a pump watch on-site at all times when pumping is in operation.
- G. Obtain in advance the specialized non-sparking tools required for removal and replacement of bolted down man way covers in the vaults.
- H. In advance of removal of the two (2) force main man way access flanges, obtain new gaskets equal to the existing (refer to plans for requirements).
- I. Provide power generators (hospital grade sound attenuation), ventilators, and portable lighting equipment as required to perform work.
- J. Re-install the vault manhole covers for fall protection where no Contractor personnel are on site.
- K. Remove the man way flange bolts using non sparking tools.
- L. Install a pump suction line routed into vault and pipeline on the upstream end of the siphon, and position it to the center and lower point of the siphon. The lowest point of the siphon is approximately 330 feet LF from the man way openings (refer to drawings).
- M. Alternately install a sump pump to the lowest point of the inverted siphon, or perform pumping methodology to pump out the siphon. Utilize a UL rated explosion proof pump and wiring installation.
- N. In the force main upstream of the siphon, install an inflatable plug or construct a cofferdam. This will allow discharge of the pumped sewage from the siphon and also sewage decanted from solids removed during the cleaning, into the pipeline for drainage back to Pump Station 2.
- O. Discharge the dewatering from the siphon into the upstream section of the force main which will be previously drained back to Pump Station 2 as above.
- P. Complete pumping with a submersible sump pump installed near bottom of the siphon if required to fully drain out the pipe.

III. <u>CLEANING THE 87-INCH FORCE MAIN</u>

The following describes the work to clean the 87-inch force main siphon (**<u>if cleaning is found to</u> <u>be required</u>**).

- A. During manned entry into the man way and pipeline as required to accomplish the required liner repairs and cleaning, provide power in ventilation at one man way vault and power out ventilation of the force main at the other man way.
- B. Provide an activated charcoal odor control canister on the power out discharge (system requirement described in above section, Pump Out and Dewater the 87-inch Force Main Siphon). Perform a continuous measurement of hazardous gas concentration from the discharge of the activated charcoal canister to assure that no discharge of hydrogen sulfide or other nuisance odor conditions are occurring and the requirements of the APCD permit are met.

- C. Inspect the pipeline for cleaning requirements by manned access and/or CCTV camera as required to determine the pipeline cleaning needs to prepare the pipeline for liner repairs. Bottom cleaning of the Force Main is for safe access/entry to the pipeline. Cleaning the body of the Force Main is for the purpose of inspection/CCTV to verify the condition of the pipeline within the affected areas, and also to ensure the liner repairs are successfully accomplished. Cleaning of the Force Main is only required for the affected areas that are specified in the contract and not for the entire pipeline.
- D. For reference, sewage solids are higher density organic and inorganic grit solids that may settle when the Pump Station 2 pumping stops. It may also include partially solidified material and greases that have been deposited and that will not re-suspend during pumping.
- E. Clean the siphon pipe by removing solids by bucketing, jet rodding, vectoring or other method(s) as determined by the Contractor.
- F. Decant water from the removed solids. Pump or drain the decant liquid back into the upstream section of the force main.
- G. Dispose of solids at Miramar Landfill, and pay the required disposal fees. Contact the City of San Diego Environmental Services Department, Miramar Landfill, for specific requirements for disposal of dewatered solids.

IV. <u>Return 87-inch Pipeline to Service</u>

The following describes the work to return the 87-inch force main to service:

A. Comply with all OSHA requirements for Confined Space Entry.

- A. Remove the inflatable plug or cofferdam from the pipe.
- B. Should any damage occur to the cement mortar lining of the pipe due to dewatering, cleaning, or inspection operations, repair in kind.
- C. Re-install the man way flanges with new gaskets. Apply anti-seize compound to the threads of the bolts. Tighten fasteners in the recommended sequence around circumference and to recommend full torque. Tightening to recommended full torque shall be accomplished in two steps, by first tightening all bolts to one half recommended torque, and then to recommended full torque.
- D. During a station shutdown to be coordinated with the City Project Manager and Senior Operations Supervisor (start at 2:00 a.m.), provide a crane rated at the required capacity (40 ton crane) to remove the stop log in the East Portal from the track for sealing, and replace the stop log back to the storage location in the vault.
- E. Coordinate with the City Project Manager and Senior Operations Supervisor to remove the Contractor's lock out tag out devices at the pump station in order to re-pressurize the force main.
- F. Coordinate with the City to open the isolation gate at the East Portal in order to start slowly refilling the force main. The force main refilling operation will require approximately 12 hours for completion.
- G. Inspect man way flanges for leaks after refilling and re-pressurization of the force main.
- H. If any leakage is observed at the man ways at the siphon, the force main will be depressurized and removed from the service again. The Contractor shall perform the work required to again isolate and remove the force main from service at the East Portal and drain it. Reseal and retorque the man way flange(s) as above to correct the leakage.

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs **94** | Page Appendix H - Scope of Work (For the Pipe Liner Repairs on the Pump Station 2 Rosecrans Force Main Siphon and the West Point Loma Interceptor Sewer)

- I. Perform the work at the East Portal to place the force main back into service, re-pressurize and again recheck for leakage at the man ways.
- J. Any work required to depressurize the force main and reseal the man way flanges shall be performed by the Contractor at no additional charge.
- K. Clean up the work sites at the man ways of any debris and/or minor sewage leakage, and repair any damage to paving or other surface improvements that may have occurred to the sites due to activities of this Contract.

V. <u>Right to Terminate or Postpone for Convenience</u>

The Force Main #1 is one of two (2) force mains that carry untreated sewage from PS 2 to the City of San Diego primary wastewater treatment facility, the Point Loma Wastewater Treatment Plant (PLWTP). Under normal weather and environmental conditions one force main is large enough to carry the sewage load that is flowing into PS 2. However, during rain events or other unforeseen conditions both force mains may be called into service to avoid a catastrophic occurrence.

If a wet weather event is predicted or other unforeseen conditions arise, the City's Public Utilities Department reserves the right to cancel or postpone the planned work for Force Main #1. The City will do its best to accommodate the Contractor operation and maintain single force main operation but if dual force main operations are required Force Main #1 will be placed back in service as quickly and safely as possible.

PHASE B: WEST POINT LOMA INTERCEPTOR LINER REPAIRS

1. Background

The City of San Diego's West Point Loma Interceptor Sewer (WPLIS) conveys all the raw sewage from the West Portal of the Point Loma Tunnel to the Point Loma Wastewater Treatment Plant (PLWTP). The interceptor is a 114-inch Polyvinyl Chloride (PVC)-lined, reinforced concrete sewer pipe and is approximately 1.4 miles long.

2. Scope of Work

The West Point Loma Interceptor Sewer was inspected in 2008 to determine the condition and structural integrity of the pipeline. The assessment determined that this pipeline is in sound condition overall. However, damage to the 240-degree T-lock liner was identified at 26 different locations. The inspection report titled "*Phase B-Inspection Services and Assessment Report for the West Point Loma 114-Inch Interceptor Sewer*" dated 2008 prepared by Downstream Services, Inc. identifies all defects observed during the inspection.

The damage was generally located at pipe joints where heat welded strips had failed, allowing sewer gas to come in contact with the reinforced concrete pipe (RCP).

Most of the pipe damage was assessed as requiring small to medium spot repair. However, the location of highest concern (Station 72+18.57) exhibited extensive corrosion damage to the RCP pipe. The proposed solution will repair the damaged liner and underlying reinforced concrete pipe at the locations identified in the inspection report. The solution will also repair the liner and manhole rings on all ten (10) manholes of this pipeline. The challenge of this solution is increased because the time available for entering the pipeline to perform work is limited to the hours between 1 a.m. and 5 a.m., when PS 2 and a Navy Pump Station can be shut down. No interceptor work can be done during the normal working hours. It can be accommodated during week nights (Monday-Friday) for up to 4 hours each night, typically 1:00 a.m. to 5 a.m. however, the manhole grade ring/riser repairs along the WPLIS during daytime hours is acceptable as crews would be only working above from the ground level surface.

The repair locations inside the pipe are located long distances away from the manholes, and heavy equipment must be transported to these locations. The repair work at each location will occur as step repairs over several nights. Due to the difficulty of project execution, rigorous planning for safety and the performance of work will be required.

There is vehicle access to most of the manholes along the interceptor. Two manholes have an access road nearby but the road does not go all the way to the manhole. Manhole 3 (FSN 73974) is located about 20 feet from the roadway and Manhole 1 (FSN 73978) is about 12 feet from a parking lot on a steep slope. Access and work to these manholes would be limited to foot travel and hand carrying equipment. Vehicles could park/stage on the nearby road. The rest of the manholes have a road or access path that goes right up to the manhole. An onsite evaluation has not been conducted since 2008, so we are all assuming that conditions have not changed significantly enough to affect access.

All manholes have a 5 foot radius work area around the manhole. It is likely that the work areas around each manhole are overgrown with vegetation. This will need to be trimmed back (could be done by WWC or your contractor), but is not considered an impact to sensitive resources. The Contractor will provide all materials and equipment for removing manhole/ structure access covers and sealing and securing those covers at the completion of each nightly repair.

3. Location of Work

The work location is along the 114-inch West Point Loma Interceptor Sewer.

4. Logistics

The sewage flow into the WPLIS will be stopped during times when repairs are scheduled by lock out/tag out of City of San Diego Pump Station 2 and of Navy Pump Station. The scheduling of shut down is dependent on weather and other upstream flow conditions. Communications shall be maintained at all times with the entry crew, the surface crew and Pump Station 2 Operations.

Permission from the Navy will be required for all personnel and vehicles entering the base.

Other requirements for performance of the work include:

- A. The Contractor shall not commence on-site work until all required permits and clearances from regulatory agencies and the City of San Diego are obtained.
- B. The Contractor is responsible for determining the detailed means and methods for successfully performing these work requirements.
 - The Contractor shall submit a detailed work plan and schedule for review by the City (1)Project Manager indicating the means and methods the Contractor will utilize to accomplish the required repairs.
 - (2)Coordinate with the City Project Manager and the Pump Station 2 Senior Operations Supervisor, Thang Hoang, (619) 980-7457, for force main shutdown, safety lock out/tag out at Pump Station 2, safety lock out/tag out at the Navy Pump Station that discharges near station 31+00 on the 114-inch interceptor, and all other tasks requiring project coordination. The Contractor shall apply their own lock out/tag out devices at the pump station on valving and/or pump switch gear. The shutdown of the City of San Diego Pump Station 2 and the Navy Pump Station (discharging near

Station #31) will commence at the early morning hours with all flows ceasing in the 114-inch West Point Loma Interceptor Sewer. No interceptor work can be done during the normal working hours. It can be accommodated during week nights (Monday-Friday) for up to 4 hours each night, typically 1:00 a.m. to 5:00 a.m. The Contractor must complete repairs and remove all equipment from the pipeline to be ready for the start up of the pump stations at 5:00 a.m.

- (3) The Contractor shall identify locations along the 114-inch pipeline where lateral side flows from Navy buildings and facilities may occur intermittently, and could be a hazard to entry crew. This can include discharges from small sewer pump stations discharging near Manholes #7 and #10.
- (4) Obtain access permits from the Naval Facilities Engineering Command (NFEC) to access into the Navy Base. Obtain security clearances for all Contractor and subcontractor personnel to be on site. Personnel shall have and display their security badges at all times while on the Navy site.
- C. No impacts to sensitive habitat containing native plants along the pipeline alignment and manholes is allowable.
- **D.** The Contractor shall investigate the accessibility of all manholes along the pipeline, in order to plan entry requirements.
- E. The Contractor shall communicate to the Project Manager the manholes that are inaccessible, and obtain direction on how to proceed with the repair of this pipeline.
- **F.** The Contractor shall designate a 7/24 hour emergency contact person to the City.
- G. The Contractor shall remove all equipment from the pipeline and manholes within two (2) hours of notification by the City of an emergency condition requiring this immediate action by the Contractor.
- **H.** Cell phone coverage is generally not available along the 114-inch pipeline alignment. The Contractor shall have a mobile vehicle on site that can travel at all times to a location along Catalina Boulevard where phone coverage is available for communication to the City in the event of an emergency.
- I. Comply with all federal and state OSHA requirements as required. Obtain all required CAL OSHA permits including confined space entry permits for each entry. All personnel on the confined space entry/rescue crew shall have a current confined space safety certification, which shall be submitted to the City Project Manager prior to the start of on-site work. Personnel entering the many way vaults and pipeline shall comply with the requirements of the confined space entry permit and CAL OSHA confined space entry requirements at all times.
- J. When in the 114-inch pipeline, the entrants shall be equipped at all times with safety harnesses, Self Contained Breath Apparatus (SCBA), and all other safety equipment required by the confined space entry permit.
- K. When personnel is to access the West Point Loma Interceptor Sewer (Manhole #5 Station 36 +11.98 to the PLWTP Headworks Station 2 + 18) where there will be standing water in the pipeline, they shall utilize personal protective gear including gloves, boots and hip waders to protect against contact and immersion in the raw sewage.

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs 97 | Page Appendix H - Scope of Work (For the Pipe Liner Repairs on the Pump Station 2 Rosecrans Force Main Siphon and the West Point Loma Interceptor Sewer)

- **L.** The designated confined space entry supervisor and entry rescue crew shall be on site at all times during confined space entries and monitoring personnel in the pipeline for safety.
- **M.** Obtain an Air Pollution Control District (APCD) permit(s) for generator operation as required.
- **N.** Submit a Job Safety Analysis (JSA) to the City of San Diego Public Utilities Department Safety Section for review and approval. All work shall be performed in compliance with the requirements of the JSA.
- **O.** Submit a Sewage Spill Prevention and Response Plan to the City of San Diego Public Utilities Department for review and approval.
- **P.** Install temporary fencing to enclose the work site equipment including generator, lighting, ventilation equipment, and all other equipment materials in the construction area. Secure and lock the fencing at all times when the Contractor is not on site working.
- **Q.** Prepare traffic control plans for approval by NFEC as required for any work or staging of equipment or vehicles that will occur within the Navy Base Right-of-Way areas. Obtain the necessary traffic control permits, and provide traffic control signs, barricades and flagging personnel as required.
- **R.** The Contractor shall maintain the work site at all times in a safe manner to avoid hazard to Navy Base personnel accessing through the work areas.
- **S.** The Contractor shall submit a detailed work plan and schedule for review by the Project Manager indicating the means and methods the Contractor shall utilize to accomplish the work tasks required.

5. <u>Contractor Responsibilities</u>

All project activities (including staging areas) shall be restricted to developed areas. City's environmental staff shall monitor construction activities as needed, to ensure that project activities do not encroach into biologically sensitive areas. No trash stockpiling or oil dumping, fueling of equipment, storage of hazardous wastes or equipment/material, parking or other project related activities shall occur adjacent to sensitive habitat. These activities shall occur only within an approved staging area located outside the area defined as biologically sensitive area. Any unauthorized impacts to sensitive biological habitat by the Contractor or their subs shall be the sole responsibility of the Contractor. Any costs to repair and/or mitigate impacts will be the responsibility of the Contractor.

6. <u>Cleaning the 114-Inch Interceptor</u>

The following describes the work to clean the 114-inch Interceptor and related Manholes (**if cleaning is found to be required**).

A. Inspect the pipeline for cleaning requirements by manned access and/or CCTV camera as required to determine the pipeline cleaning needs to prepare the pipeline for liner repairs. Bottom cleaning of the Interceptor is for safe access/entry to the pipeline. Cleaning the body of the Interceptor is for the purpose of inspection/CCTV to verify the condition of the pipeline within the affected areas, and also to ensure that liner repairs are successfully accomplished. Cleaning of the Interceptor is only required for the affected areas that are specified in the contract and not for the entire pipeline.

For reference, sewage solids are higher density organic and inorganic grit solids that may settle when the Pump Station 2 pumping stops. It may also include partially solidified material and greases that have been deposited and that will not re-suspend during pumping.

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs **98** | Page Appendix H - Scope of Work (For the Pipe Liner Repairs on the Pump Station 2 Rosecrans Force Main Siphon and the West Point Loma Interceptor Sewer)

- **B.** Clean the interceptor pipe by removing solids by bucketing, jet rodding, vectoring or other method(s) as determined by the Contractor.
- **C.** Dispose of solids at Miramar Landfill, and pay the required disposal fees. Contact the City of San Diego Environmental Services Department, Miramar Landfill, for specific requirements for disposal of dewatered solids.

7. Equipment Set-up Per Location

Since the work requires moving and setting up equipment in several areas within the pipeline, the bid sheet includes a line item for the Contractor to price for setting up their equipment per location. This line item is in addition to the project mobilization and will be used in case of additional work to price for equipment set-up at new locations that are not specified in the original scope of this contract.

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs **99** | Page Appendix H - Scope of Work (For the Pipe Liner Repairs on the Pump Station 2 Rosecrans Force Main Siphon and the West Point Loma Interceptor Sewer) Volume 1 of 2 (Rev. Dec. 2014)

LOCATION OF DAMAGED LINER TABLE

PS #2 87" Rosecrans Force Main Rehabilitation : Section under the Navy Channel (between Spanish Landing and Navy ASW Base)

Station	Defect Description and/or work Task Description	Est. Dimensions of Repair	Repair SF	Notes
246+00 (ASW MH)	Repair Severe Bubbling at Crown	From 4 oclock to 8 oclock x 4 ft. along pipe length	60	1, 2, 3
246+27.91	Repair Liner Separation along lower edge	2 ft. wide strip x 3 ft. along pipe length	6	3
252+20.6	Repair Liner Separation along lower edge	2 ft. wide strip x 3 ft. along pipe length	6	3
252+44.9	Repair Liner Separation along lower edge	2 ft. wide strip x 3 ft. along pipe length	6	3
Additional Areas	See Report (Note 4)	See Report (Note 4)		
	Site Staging and Access into siphon pipe for repairs including: lockout/tagout coordination at PS2, Safety Plan and Officer full time on site, confined space entry to Isolate force main at E. Portal with stop log, sand bag stop log, use of crane truck, Pumping out siphon, and ventilate siphon.			

Notes:

- 1) The inner circumference of a 87 inch pipe = 22.8 ft. around
- 2) The circumference of a 87 inch pipe from 4 oclock to 8 oclock around the crown area (liner area) = 15.2 LF
- 3) All locations Repaired as follows: remove liner, water blast pipe, repair mortar pipe, apply Arrowlock, heat strip seams.
- 4) Refer to the Pipeline Assessment Report for additional information on the condition of this pipeline:

Inspection Services and Assessment Report for the 87 inch Rosecrans Force Main by DownStream Services.

Distance from M.H.	Station	Defect Description	Estimated Dimension of Repair	Repair (SF)	Notes
MH #11 To MH #12 336.78-linear feet					
13.85	77+14.85	Repair small Lining Defect	1 ft wide strip repair at pipe joint for 120 degrees of liner circumference from flow line to crown.	10	1, 2, 4
108.43	78+09.43	Repair small Lining Defect	1 ft wide strip repair at pipe joint for 120 degrees of liner circumference from flow line to crown.	10	1, 2, 4
139.25	78+40.25	Repair small Lining Defect	1 ft wide strip repair at pipe joint for 120 degrees of liner circumference from flow line to crown.	10	1, 2, 4
156.92	78+57.92	Repair small Lining Defect	1 ft wide strip repair at pipe joint for 120 degrees of liner circumference from flow line to crown.	10	1, 2, 4
168.46	78+69.46	Repair small Lining Defect	1 ft wide strip repair at pipe joint for 120 degrees of liner circumference from flow line to crown.	10	1, 2, 4
175.79	78+76.79	Repair small Lining Defect	1 ft wide strip repair at pipe joint for 120 degrees of liner circumference from flow line to crown.	10	1, 2, 4
217.15	79+18.15	Repair small area with bubbling	3 ft x 3 ft repair area	9	1, 2, 4
283.71	79+84.71	Repair small Lining Defect	1 ft wide strip repair at pipe joint for 120 degrees of circumference from flow line to crown.	10	1, 2, 4
298.67	79+99.67	Repair small area with bubbling	3 ft x 3 ft repair area	9	1, 2, 4
310.82	80+11.82	Repair small area with bubbling	3 ft x 3 ft repair area	9	1, 2, 4
334.51	80+35.51	Repair small area with bubbling	3 ft x 3 ft repair area	9	1, 2, 4
336.72	80+37.72	Repair small Lining Defect	1 ft wide strip repair at pipe joint for 120 degrees of circumference from flow line to crown.	10	1, 2, 4
MH #9 To MH #11 1,058.33-linear feet					
607.27	72+03.27	Repair small area with bubbling	3 ft x 3 ft repair area	9	1, 2, 4
622.57	72+18.57	Repair extensively corroded area with lining defect.	3 ft wide strip repair at pipe joint for 240 degrees around circumference from flow line to flow line.	60	1, 2, 4
MH #6 To MH #7 980.95-linear feet					

WEST POINT LOMA 114-INCH INTERCEPTOR SEWER REHABILITATION

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Distance from M.H.	Station	Defect Description	Estimated Dimension of Repair	Repair (SF)	Notes
244.96	38+55.96	Repair moderate Lining Defect	2 ft wide strip repair at pipe joint for 240 degrees around circumference from flow line to flow line.	40	1, 2, 4
638.30	42+49.30	Repair moderate Lining Defect	2 ft wide strip repair at pipe joint for 240 degrees around circumference from flow line to flow line.	40	1, 2, 4
650.05	42+61.05	Repair moderate Lining Defect	2 ft wide strip repair at pipe joint for 240 degrees around circumference from flow line to flow line.	40	1, 2, 4
662.30	42+73.30	Repair moderate Lining Defect	2 ft wide strip repair at pipe joint for 240 degrees around circumference from flow line to flow line.	40	1, 2, 4
674.55	42+85.55	Repair moderate Lining Defect	2 ft wide strip repair at pipe joint for 240 degrees around circumference from flow line to flow line.	40	1, 2, 4
686.09	42+97.09	Repair moderate Lining Defect	2 ft wide strip repair at pipe joint for 240 degrees around circumference from flow line to flow line.	40	1, 2, 4
876.94	44+87.94	Repair moderate Lining Defect	2 ft wide strip repair at pipe joint for 240 degrees around circumference from flow line to flow line.	40	1, 2, 4
890.59	45+01.59	Repair moderate Lining Defect	2 ft wide strip repair at pipe joint for 240 degrees around circumference from flow line to flow line.	40	1, 2, 4
MH #5 To MH#6 1,074.31-linear feet					
582.18	31+07.18	Repair small Lining Defect	1 ft wide strip repair at pipe joint for 120 degrees of liner circumference from flow line to crown.	10	1, 2, 4
895.01	34+20.01	Repair moderate Lining Defect	2 ft wide strip repair at pipe joint for 240 degrees around circumference from flow line to flow line.	40	1, 2, 4
1,042.29	35+67.29	Repair small Lining Defect	1 ft wide strip repair at pipe joint for 120 degrees of liner circumference from flow line to crown.	10	1, 2, 4
MH #3 To MH#4 977.33-linear feet					
153.40	07+10.40	Repair moderate Lining Defect	2 ft wide strip repair at pipe joint for 240 degrees around circumference from flow line to flow line.	40	1, 2, 4
213.54	07+70.54	Repair moderate Lining Defect	2 ft wide strip repair at pipe joint for 240 degrees around circumference from flow line to flow line.	40	1, 2, 4

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs 102 | Page Appendix H - Scope of Work (For the Pipe Liner Repairs on the Pump Station 2 Rosecrans Force Main Siphon and the West Point Loma Interceptor Sewer) Volume 1 of 2 (Rev. Dec. 2014)

	Ma	nholes		
Station	Manhole Number	Defect Description	Repair SF	Notes
80+50.00	MH 12 (West Portal)	Repair eroded concrete at invert of pipe where flow discharges at West Portal. Secure ground level ventilation grating. Repair concrete base under rim and cover.	40	3,4
77+01.00	MH 11	Repair three riser joints with 1 ft. wide strip repair around circumference. Repair concrete base under rim and cover.	45	3,4
72+00.72	MH 10	Repair concrete base under rim and cover. Apply Arrow Lock.	15	3,4
65+96.00	MH 9	Repair concrete base under rim and cover. Apply Arrow Lock.	15	3,4
56+36.00	MH 8	Repair concrete base under rim and cover. Apply Arrow Lock.	15	3,4
46+06.00	MH 7	Repair concrete base under rim and cover. Apply Arrow Lock.	15	3,4
36+11.00	MH 6	Repair three riser joints with 1 ft. wide strip repair around circumference. Repair concrete base under rim and cover.	45	3,4
25+25.00	MH 5	Repair three riser joints with 1 ft. wide strip repair around circumference. Repair concrete base under rim and cover.	45	3,4
15+54.00	MH 4	Repair three riser joints with 1 ft. wide strip repair around circumference. Repair concrete base under rim and cover.	45	3,4
05+57.00	MH 3	Repair three riser joints with 1 ft. wide strip repair around circumference. Repair concrete base under rim and cover.	45	3, 4
		Site Staging and Access into pipe for repairs including safety plan and full time safety officer on site during work, coordinating shutdown and lockout/tagout of PS2 and Navy pump station, confined space entry, crane truck and ventilate pipeline.		

Note:

- 1) The inner circumference of a 114 inch pipe = 30.0 ft. around
- 2) The circumference of a 114 inch pipe from 4 o'clock to 8 o'clock around the crown area (liner area) = 20.0 LF
- 3) The circumference of a 5 ft. manhole = 15.7 ft. around
- 4) All locations repaired as follows: remove damaged liner, water blast concrete pipe, repair concrete if required, install Arrowlock, and epoxy mastic, and heat weld strip seams.
- 5) SF = Square Feet
- 6) Please refer to the assessment report for additional information on the condition of this pipeline: "Phase B -Inspection Services and Assessment Report for the West Point Loma 114-inch Interceptor Sewer" prepared by DownStream Services, Inc.

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs 103 | Page Appendix H - Scope of Work (For the Pipe Liner Repairs on the Pump Station 2 Rosecrans Force Main Siphon and the West Point Loma Interceptor Sewer)

ATTACHMENT F

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Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs **104** | Page Attachment F - Intentionally Left Blank Volume 1 of 2 (Rev. Nov. 2013)
contractor's name: <u>Squum Eminel A</u> address: <u>6891 Aminel</u> U. Hunter telephone no.: <u>14-914 2523</u> FAX NO.S

CITY CONTACT: <u>Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov</u> <u>Phone No. (619) 533-3481, Fax No. (619) 533-3633</u> A.Sohikish/B.Doringo/egz

CONTRACT DOCUMENTS



FOR

PUMP STATION 2 ROSECRANS FORCE MAIN SIPHON, AND WEST POINT LOMA INTERCEPTOR SEWER (WPLIS) LINER REPAIRS

VOLUME 2 OF 2

BID NO.:	K-15-5837-DBB-3-B	
SAP NO. (WBS/IO/CC):	B-11098	
CLIENT DEPARTMENT:	2011	
COUNCIL DISTRICT:	2	
PROJECT TYPE:	JC	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

➢ PREVAILING WAGE RATES APPLY: STATE ☐ FEDERAL ☐

> APPRENTICESHIP.



REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION

RTR

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

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	3
	Bid Bond	
3.	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	7
4.	Contractors Certification of Pending Actions	8
5.	Equal Benefits Ordinance Certification of Compliance	9
6.	Proposal (Bid)	10
	Form AA35 - List of Subcontractors	
8.	Form AA40 - Named Equipment/Material Supplier List	14

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted	N/A	
(2) Signature (Given and surname) of proprietor		· · · · · · · · · · · · · · · · · · ·
(3) Place of Business (Street & Number)		
(4) City and State		Zip Code
(5) Telephone No.	Facsimile No	
(6) Email Address	+ =	
IF A PARTNERSHIP, SIGN HERE:		
(1) Name under which business is conducted	N/A	
Pump Station 2 Rosecrans Force Main Siphon, and West Point Lo	oma Interceptor Sewer (WI	PLIS) Liner Repairs 3 Page

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs 3 | Page Bid / Proposal Volume 2 of 2 (Rev. Oct. 2014)

(2)	Name	of each	member	of partnership,	indicate	character	of each	partner,	general	or	special
	(limite	ed):									

	NA
(3)	Signature (Note: Signature must be made by a general partner)
	Full Name and Character of partner \mathcal{N}/\mathcal{A}
(4)	Place of Business (Street & Number)
(5)	City and State Zip Code
(6)	Telephone No Facsimile No
(7)	Email Address
	ORPORATION, SIGN HERE:
(1)	Name under which business is conducted Sauce Engineering Fue
	Signature, with official title of officer authorized to sign for the corporation: (Signature) (Signature) (Printed Name) Vice Nesident (Title of Officer)
(3)	(Impress Corporate Seal Here
(4)	Incorporated under the laws of the State of <u>California</u> Place of Business (Street & Number) <u>5841</u> Eminue Oc.

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs 4 | Page Bid / Proposal Volume 2 of 2 (Rev. Oct. 2014)

(5) City and State	Huntington	Beach, LA	Zip Code	92649
(6) Telephone No	714- 891-2	Bench, LA 323 Facsimile N	10. <u>714</u> -	891-2524
	· ·	Sancon.com		

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	"A					 	
LICENSE NO. <u>731797</u>		EXPIRES _	1,	131	/17	 9	

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: <u>(Uah a</u> Sancon.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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.

Monte _______ Title ______ Signature

SUBSCRIBED AND SWORN TO BEFORE ME, THIS ______ DAY OF February, 15.

Notary Public in and for the County of <u>Orange</u>, State of <u>California</u> <u>(NOTARIAL SEAL)</u>

(NOTARIAL SEAL)

C. VIZCARRA Commission No. 1996629 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY Comm. Expires OCTOBER 30, 2016

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs 5 | Page **Bid** / Proposal

Volume 2 of 2 (Rev. Oct. 2014)

1.5%

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That 🍃 SANCON ENGINEERING, INC.

HANOVER INSURANCE COMPANY

as Principal, and

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

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

PUMP STATION 2 ROSECRANS FORCE MAIN SIPHON, AND WEST POINT LOMA INTERCEPTOR SEWER (WPLIS) LINER REPAIRS

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

_____ day of February 2015 3rd SIGNED AND SEALED, this

(SEAL)

SANCON ENGINEERING, INC.

HANOVER INSURANCE COMPANY

(Principal)

Bv: (Signature)

(Surety) By: (Signature)

Michael R. Langan, Attorney in Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

and the second
KNOWLEDGMENT
<u></u>
J
dra Michelle Boots, Notary Public Here Insert Name and Tille of the Ollicer
ael R. Langan Name(s) of Signer(s)
Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to be the person() whose name() is/see subscribed to the within instrument and acknowledged to me that he/second executed the same in his/location authorized capacity(ies), and that by his/kerror signature() on the instrument the person(), or the entity upon behalf of which the person() 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 Public TIONAL

çe^{ns}e de

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

Title or Type of Document: ______ Bid Bond

Document Date: ______ Number of Pages: _____

3

Signer(s) Other Than Named Above:

Capacity(ies)	Claimed	by	Signer(s)

Signer's Name: Michael R. L	angan	Signer's Name:	،
		Individual	
□ Corporate Officer — Title(s):	۰٬۰۰۰٬۰۰۰ میلومیورو (۱۹۹۹) میلود و در این میلود میلود میلود میلود در این در این در این میلود میلود میلود میلود میلود میلود میلو	Corporate Officer — Tille(s):	
Pertner - El Limited [] General	RIGHTHUMBRAINT	🗋 Partner — 🗖 Limited 🗐 General	GIGIEVANEUMELERINA
X Attorney in Fact	OFSIGNER	Attorney in Fact	OF SIGNER .
□ Trustee	Top of thumb here	□ Trustee	Top of thumb here
Guardian or Conservator		Guardian or Conservator	
Other:		Other:	
······································			
Signer Is Representing:		Signer Is Representing:	
HANOVER INSURANCE CO		Or	
MASSACHUSETTS BAY IN	SURANCE CO	MPANY	

©2007 National Notary Association > 9350 De Solo Ave., P.O. Box 2402 + Chatsworth, CA. 91313-2402 + www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

	ACKNOWL	ACKNOWLEDGMENT					
State of California County ofOrange)						
On _ February 25, 2015	before me,	C.Vizcarra, A	Notary Public				
		(insert name	and title of the officer)				
subscribed to the within instru	ment and acknow	ledged to me tha	person(s) whose name(s) is/are t he/she/they executed the same				
person(s), or the entity upon b	ehalf of which the	person(s) acted,	nature(s) on the instrument the , executed the instrument. ate of California that the foregoing				

		9	¢
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THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint **Michael R. Langan**

of **Pasadena, CA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company In their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 -Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 23rd day of January 2013.



) 55.

THE COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS/INSURANCE COMPANY OF AMERICA

Kust Homas

Robert Thomas, Vice President

1-1-B==

Joe Brenstrom, Vice President

On this 23rd day of January 2013 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



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Barbara A. Garlick, Notary Public My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by faceinal under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 3rd day of February 2015.

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE ODMPANY OF AMERICA OF AMERICA J. Mtchael Pete, Vice President

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>Orange</u>)	
Chuck Parsons	, being first duly sworn, deposes and
says that he or she is <u>Vice President</u>	of the party making the foregoing
bid that the bid is not made in the interest of, or on behalf	f 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 solid	cited any other bidder to put in a false or
sham bid, and has not directly or indirectly colluded, conspi	ired, connived, or agreed with any bidder
or anyone else to put in a sham bid, or that anyone shall ref	rain from bidding; that the bidder has not
in any manner, directly or indirectly, sought by agreeme	ent, communication, or conference with
anyone to fix the bid price of the bidder or any other bidde	er, or to fix any overhead, profit, or cost
element of the bid price, or of that of any other bidder, or to	o 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	s 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.	
$\cap \cap$	
Signadi in	

Signed: Vice President Title:

day of tehnuary 2 015 Subscribed and sworn to before me this PUBL A NOTARY Notary Public C. VIZCARRA Commission No. 1996629 NOTARY PUBLIC-CALIFORNIA (SEAL) ORANGE COUNTY My Comm. Expires OCTOBER 30, 2016

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs 7 | Page Non-collusion Affidavit Volume 2 of 2 (Rev. Oct. 2014)

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

CHECK ONE BOX ONLY.

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

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

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

Engineering Contractor Name: Title Vies President - 2/24/15 abons Certified By Name

Signature

USE ADDITIONAL FORMS AS NECESSARY

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs 8 | Page Contractors Certification of Pending Actions Volume 2 of 2 (Rev. Oct. 2014)

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE	
COMPANY INFORMATION	
Company Name: Sahley Engineering Inc. Contact Name: Clude Parsong	
Company Address: 5341 Emindee Oc Contact Phone: 714-841-23-23	
Hurtington Bench, CA 97649 Contact Email: Churk @ Gamers.10	m
Contract Title: PG Z Rosewars FM siphon & WPL16 Report 13 Start Date: 5-15	
Contract Number (if no number, state location): K-15-5B37-DBB-3-B End Date: 10-15	
SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS	
The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:	
Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.	
 Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit. 	
Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.	
Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.	
Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.	
Contractor shall submit EBO Certification of Compliance, signed under penalty of perjury, prior to award of contract.	
NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.	
CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION	
Please indicate-your firm's compliance status with the EBO. The City may request supporting documentation.	
I affirm compliance with the EBO because my firm (contractor must <u>select one</u> reason):	
Provides equal benefits to spouses and domestic partners.	
Provides no benefits to spouses or domestic partners.	
□ Has no employees.	
□ Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.	
I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.	
It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]	
Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.	
Name/Title of Signatory Signature	
FOR OFFICIAL CITY USE ONLY	
Receipt Date: EBO Analyst: □ Approved □ Not Approved – Reason:	
rev 02/15/20	11

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs Equal Benefits Ordinance Certification of Compliance Volume 2 of 2 (Rev. Oct. 2014)

9 | Page

PROPOSAL (BID)

The Bidder agrees to the construction of **Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs**, 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	524126	2-4.1	Bonds (Payment and Performance)	\searrow	\$20,000 ⁻
2.	1	LS	541330	701-13.9.5	Storm Water Pollution Prevention Development		\$1,500-
3.	1	LS	237990	701-13.9.5	Storm Water Pollution Prevention Implementation		\$3,500-
4.	1	TON	238910	702-9	Disposal of Construction and Demolition Waste Material	\$ 5,000-	\$ 5,000-
5.	1	AL		9-3.5	Field Orders - Type II		\$65,000.00
6.	1	LS	237110	9-3.4.1	Mobilization	\searrow	\$284,740
7.	1	LS	238990	9-3.1	Structural Cleaning & Inspection for Access, Repairs, Scoping Purposes Including Pre-construction CCTV, All Structures, Only Areas Specified in Contract		\$ 19 8,000
8.	47	EA	238990	9-3.1	Equipment Set-up Per Location, Repairing Areas	\$ 8,000-	\$376,000
9.	1	LS	238990	9-3.1	Structure Final Testing, All Structures Including Post Construction CCTV		\$88,800-
10.	1	LS	237110	9-3.1	Permits Including Traffic Control and Noise, etc.	\searrow	\$ 14,000
11.	700	SF	237110	9-3.1	Interceptor Liner Repairs at 26-30 Locations Including Concrete Repairs If Required	\$ 360-	\$ 2,5 2,000
12.	150	SF	237110	9-3.1	Force Main Liner Repairs at 7 Locations Including Concrete Repairs If Required	\$ 745	\$ 111,750
13.	5	EA	237110	9-3.1	Pipe Joint Repairs	\$ 18,500	\$ 92,500-
14.	10	EA	237110	9-3.1	Repair 10 Manholes	\$ 14,800	\$148,000-
15.	1	LS	237110	9-3.1	Site Staging Including Temporary Fencing, Confined Space Access, Night Work, Shutdown Coordination, Sewer Bypass, Special Equipment, Construction Support (This Line Item Excludes Repair Work)		\$ 5 8,900 -

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs Proposal (BID) Volume 2 of 2 (Rev. Oct. 2014) 10 | Page

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
16.	1	LS	237110	9-3.1	Navy Security Badges for Personnel & Vehicles / Permit		\$8,000-
17.	1	LS	237110	9-3.1	Isolation of Force Main at East Portal, Drain Pipe, Pump Out Siphon, Access, Confined Space Entry (This Line Item Excludes Repair Work)		\$ 197,000
18.	1	AL	237110	9-3.1	Specialty Liner Inspection - Type I		\$15,000.00
19.	1	AL	237110	9-3.1	Shift Cancellation / Reduction Allowance	\searrow	\$30,000.00
					ESTIMATED TOTA	L BASE BID:	\$ 1,969,69

*The following rates/costs have been established for Bid Allowance Item 19 which is the City's compensation amount for delays. For a Shift Cancellation, the City will compensate the Contractor in the amount of \$2,500.00 per occurrence. Any cancellation within 48 hours of a scheduled shift will result in a cancellation charge. A shift cancellation notice by the City prior to 48 hours of a scheduled shift will result in NO cancellation charge. For Shift Reduction, the City will compensate the Contractor in the amount of \$400 per man/per hour on any reduced shift. Each complete working shift is set for a total of three (3) hours (plus and minus), and the Contractor should prepare the bid proposal based on a three hour shift (actual lining installation) for any working day.

Total of 47 areas have been identified under this contract. The Contractor will be compensated for the repair of any additional areas, which included equipment relocation and set up charges will not be considered if the new location is less than 10 ft apart from the original 47 working locations.

TOTAL BID PRICE FOR BID (Items 1 through 19 inclusive) amount written in words:

one million, nine hundred sixty-nine thatand, six hundred vinety dollars and zero

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:

Sancon Engineering Inc. - Nich Di Borchette, _____ Pas. U. Prs. D: Barede hel

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

Bidder: Samon Engineering Inc., Churche falsons,	
Title: Vice Prosident	
Business Address: 5841 Engences De Huntington Berch, A 92649	
Place of Business: bane as above	
Place of Residence: barne as above	
Signature: Cut.	

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP
Name:							
Address:	- 126						
City: State:	NONE						
Zip: Phone:							
Email:							
Name:							
Address:							
City: State:							
Zip: Phone:							
Email:							

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

	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOSB		
2	As appropriate, Bidder shall indicate if Subcontractor is 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 participation percentages if the Bidder fails to submit the required proof of certification.

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 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers 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 firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED©
Name: Ameron Production Linims Address: 201 Berry 54 1 City: Orea State: CA Zip: 92.821 Phone: 114-256-1755	Arowlock 4 maste	\$5,000	Yes	400	U/A	1/A
Name: Address: City: State: Zip:						

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	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 percentages if the Bidder fails to submit the required proof of certification.

Pump Station 2 Rosecrans Force Main Siphon, and West Point Loma Interceptor Sewer (WPLIS) Liner Repairs Form AA40 – Named Equipment/Materials Supplier List Volume 2 of 2 (Rev. Oct. 2014)



THE CITY OF SAN DIEGO

Vendor Account Number: 309627 Will DeFord Sancon Engineering, Inc. 5841 Engineer Drive Huntington Beach, CA 92649

We have reviewed and evaluated your questionnaire and are pleased to inform you that Sancon Engineering, Inc., under license number 731797, is prequalified for a maximum bidding capacity of \$5,000,000.00 per project.

Effective the date of this letter, you are eligible to bid on City of San Diego public works projects valued at up to \$5,000,000.00, excluding those that are administered by the Small Local Business Enterprise Program (unless you meet the program requirements). Your prequalification is valid until 08/31/2016. After that date, you will not be allowed to bid on City of San Diego public works projects until your prequalification is renewed.

You have five (5) working days from the date of this letter to contact me should you have any questions concerning your designated status. I can be reached at (619) 533-3474 or email <u>DStucky@sandiego.gov</u>.

We appreciate your interest in applying for prequalification and look forward to your participation on future projects.

Sincerely,

David Stucky Contractor Prequalification Program

Contracts Division • Public Works Department 1010 Second Ave, Suite 1400 • San Diego, California 92101-4905 Tel (619) 533-3450 Fax (619) 533-3633

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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

PUMP STATION 2 ROSECRANS FORCE MAIN SIPHON, AND WEST POINT LOMA INTERCEPTOR SEWER (WPLIS) LINER REPAIRS

BID NO.:	K-15-5837-DBB-3-B	
SAP NO. (WBS/IO/CC):	B-11098	
CLIENT DEPARTMENT:	2011	
COUNCIL DISTRICT:	2	
PROJECT TYPE:	JC	

BID DUE DATE:

2:00 PM FEBRUARY 26, 2015 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

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

James Nagelvoort, Director Public Works Department

Dated: *February 5, 2015* San Diego, California

JN/BD/egz

City of San Diego

CITY CONTACT: <u>Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov</u> <u>Phone No. (619) 533-3481, Fax No. (619) 533-3633</u>

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