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| REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO | CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) n/a |
|--|---|

| | | |
|---------------------|---|---------------------|
| TO: CITY COUNCIL | FROM (ORIGINATING DEPARTMENT): Public Works/Engineering-PITS | DATE: 05/21/2013 |
|---------------------|---|---------------------|

SUBJECT: Ratifying Two FY 12 and One FY 13 Public Works Sole Source Emergency Repair Contracts

| | |
|---|---|
| PRIMARY CONTACT (NAME, PHONE): Darren Greenhalgh, 619-533-3616 | SECONDARY CONTACT (NAME, PHONE): Jim Shamloufard, 619-533-3160 |
|---|---|

COMPLETE FOR ACCOUNTING PURPOSES

| | | | | | |
|------------------------------|------------------|------------------|------------------|------|------|
| FUND | 200116 | 400624 | 700008 | | |
| DEPT / FUNCTIONAL AREA | OTHR-00000000-GG | DEMA-00000000-SH | OTHR-00000000-SU | | |
| ORG / COST CENTER | 1615110011 | 2116121111 | 2011131212 | | |
| OBJECT / GENERAL LEDGER ACCT | 512025 | 512025 | 512025 | | |
| JOB / WBS OR INTERNAL ORDER | B-13091 | B-12039 | B-12088 | | |
| C.I.P./CAPITAL PROJECT No. | | | | | |
| AMOUNT | \$673,000.00 | \$498,271.80 | \$2,934,803.34 | 0.00 | 0.00 |
| | | | | | |

| | | | | | |
|------------------------------|------|------|------|------|------|
| FUND | | | | | |
| DEPT / FUNCTIONAL AREA | | | | | |
| ORG / COST CENTER | | | | | |
| OBJECT / GENERAL LEDGER ACCT | | | | | |
| JOB / WBS OR INTERNAL ORDER | | | | | |
| C.I.P./CAPITAL PROJECT No. | | | | | |
| AMOUNT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

COST SUMMARY (IF APPLICABLE):

ROUTING AND APPROVALS

| CONTRIBUTORS/REVIEWERS: | APPROVING AUTHORITY | APPROVAL SIGNATURE | DATE SIGNED |
|-------------------------------|---------------------------|--------------------|-------------|
| Liaison Office | ORIG DEPT. | Nagelvoort, James | 8/27/2013 |
| Equal Opportunity Contracting | CFO | | |
| Financial Management | DEPUTY CHIEF | | |
| Comptroller | COO | | |
| Environmental Analysis | CITY ATTORNEY | | |
| | COUNCIL PRESIDENTS OFFICE | | |

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

Ratifying two FY 12 Public Works Sole Source Emergency Repair contracts Pursuant to section 22.3108(a) of the San Diego Municipal Code with Cass Construction from CIP A-CA.00001, Drainage Projects, (B-12039, University City Sinkhole Emergency Repairs) in the amount of \$498,271.80 and Orion Construction Corporation

from CIP A-JA.00003, Unscheduled Projects, (B-12088, Harbor Drive 48” Trunk Sewer Emergency Manhole Replacement)in the amount of \$2,934,803.34.

Ratifying one FY 13 Public Works Sole Source Emergency Repair contract Pursuant to section 22.3108(a) of the San Diego Municipal Code with Hazard Construction from CIP A.BG-00001, Qualcomm Stadium (B-13091, Qualcomm Stadium Emergency Concrete Repairs)in the amount of \$673,000.00

STAFF RECOMMENDATIONS:

Adopt the resolution

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S): 1, 6 and 8

COMMUNITY AREA(S): University, Mission Valley, 28 and Barrio Logan

ENVIRONMENTAL IMPACT: This activity (ratification of previously performed Emergency Repair contracts) is not subject to CEQA pursuant to State CEQA Guidelines Sections 15060(c)(2) and 15060(c)(3).

CITY CLERK INSTRUCTIONS: Upon Council Approval, please forward two (2) copies of the 1472 and resolutions to Mike Fakhoury at Project Implementation Division, MS 612

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 05/21/2013

ORIGINATING DEPARTMENT: Public Works/Engineering-PITS

SUBJECT: Ratifying Two FY 12 and One FY 13 Public Works Sole Source Emergency Repair Contracts

COUNCIL DISTRICT(S): 1, 6 and 8

CONTACT/PHONE NUMBER: Darren Greenhalgh/619-533-3616

DESCRIPTIVE SUMMARY OF ITEM:

This action is to ratify three Public Works emergency repair contracts necessary to immediately address infrastructure work. In FY 12, Cass Construction conducted the University City Sinkhole Emergency Repairs in the amount of \$498,271.80. Orion Construction Corporation conducted the Harbor Drive 48" Trunk Sewer Emergency Manhole Replacement in the amount of \$2,934,803.34. In FY 13 Hazard Construction conducted Qualcomm Stadium Emergency Concrete Repairs in the amount of \$620,000.00. Additional repairs in the amount \$53,000.00 will be conducted in FY 14 for a total construction cost of \$673,000.00.

STAFF RECOMMENDATION:

Adopt the resolution

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

In FY 12, two Public Works Sole Source Emergency Repair contracts were executed with Cass Construction and Orion Construction Corporation. In addition, one FY 13 Public Works Sole Source Emergency Repair contract was executed with Hazard Construction. Below is a description of each construction contract.

University City Sinkhole Emergency Repairs: On October 6, 2011 a large sinkhole measuring 50 feet long by 30 feet wide and 5 feet deep developed on Campus Point Drive. The road failure was due to a collapsed 30" corrugated metal pipe. As a result of the road collapse, wastewater lines, water lines and fiber optic ducts were damaged. The work involved the removal and replacement in-kind of damaged water mains, sewer main and dry utility lines. The project replaced approximately 315 linear feet of damaged 30-inch storm drain corrugated aluminum pipe with a 30-inch reinforced concrete pipe.

Harbor Drive 48" Trunk Sewer Emergency Manhole Replacement: On March 16, 2012, a truck larger than an 18-wheeler transporting windmill parts drove over the median and curb punching a 2' x 2' hole through the median, exposing the deteriorated Manhole/Concrete Vault. The deteriorated concrete sewer vault is located north of the abutment for Chollas Creek on Harbor Drive between 32nd St. and Belt St. This vault is part of the 48" Harbor Drive trunk sewer that conveys approximately 16 millions of gallons per day of raw sewage. City crews were dispatched immediately to the site and, after further investigation, it was determined that the deteriorated vault had left a 10' x 10' section of undermined pavement that could have collapsed at any time. If the pavement collapsed, the debris would have clogged the 48" trunk sewer causing a major sewage spill into the adjacent Chollas Creek. The work involved the removal,

demo and replacement of two existing sewer concrete vaults, the cleaning and rehabilitation of 540' of two 42" sewer siphons, cleaning and rehabilitation of 410' of 48" trunk sewer, installation of 270' of air jumper from vault 1 to vault 2, and asphalt overlay and striping at each vault.

Qualcomm Stadium Emergency Concrete Repairs: An emergency was declared where pieces of concrete had fallen from the overhead balconies into the Plaza and other seating areas at Qualcomm Stadium. This emergency presented an extremely dangerous public safety situation that had to be remedied as quickly as possible as to not seriously injure a patron attending a stadium event. The work included removal of loose concrete areas above seating sections and walkways, cleaning and removal of rusted steel, and concrete patchwork to protect remaining steel from future rust.

These projects were done under the On-Call Emergency Contractor List that was approved on May 21, 2009 as these projects were declared as an emergency by the City of San Diego Pursuant to San Diego Municipal Code Section 22.3212, "Contracts Not Required to Be Competitively Bid", Section C, "a contract to remedy an emergency that affects public health or safety". Informational memos for all three projects were sent to the City Council to inform the Council of the emergency nature of the projects (copies attached).

Through the On-Call Emergency Contractor's List, the City executed emergency sole source contracts with Cass Construction for the University City Sinkhole Emergency Repairs, Orion Construction Corporation for the Harbor Drive 48" Trunk Sewer Collapsed Manhole Emergency Replacement, and Hazard Construction for Qualcomm Stadium Emergency Concrete Repairs.

These emergency contracts must be ratified by Council Pursuant to section 22.3108(a) of the San Diego Municipal Code now that the work is complete.

The University City Sinkhole Emergency Repairs project was statutorily exempt from CEQA pursuant to State CEQA Guidelines Section 15282 (K) "Pipeline less Than 1 Mile"; the Harbor Drive 48" Trunk Sewer Collapsed Manhole Emergency Replacement was categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15269 (b&c) and Pursuant to Section 21080 (b)(2&4); and the Qualcomm Stadium Emergency Concrete Repairs was categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (d) "Existing Facilities.

FISCAL CONSIDERATIONS: The total construction cost for the University City Sinkhole Emergency repairs was \$498,271.80 and was expended from CIP A-CA.00001, Drainage Projects, (B-12039, University City Sinkhole Emergency Repairs), Fund 400624, Deferred Maintenance.

The total construction cost for the Harbor Drive 48" Trunk Sewer Collapsed Manhole Emergency Replacement was \$2,934,803.34 and was expended from CIP A-JA.00003, Unscheduled Projects, (B-12088, Harbor Drive 48" Trunk Sewer Emergency Manhole Replacement), Fund 700008, Sewer.

The total construction cost for the Qualcomm Stadium Emergency Concrete Repairs is \$673,000.00 of which \$620,000.00 was expended/encumbered in FY 13 from CIP A.BG-00001, Qualcomm Stadium (B-13091, Qualcomm Stadium Emergency Concrete Repairs), Fund 200116,

Qualcomm Stadium Oper-CIP. The remainder \$53,000.00 will be expended/encumbered in FY 14.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): These agreements are subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).EOCP requirements were waived. Voluntary goals applied.

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee): This will be heard at Infrastructure Committee prior to Council.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS: N/A

Nagelvoort, James
Originating Department

Deputy Chief/Chief Operating Officer



THE CITY OF SAN DIEGO
MAYOR JERRY SANDERS

M E M O R A N D U M

DATE: March 21, 2012

TO: Honorable Council President Tony Young and Members of the City Council

FROM: Jeffrey B. Baer, Director, Purchasing & Contracting Department

SUBJECT: Harbor Drive 48" Trunk Sewer Collapsed Manhole Emergency Replacement Project - Sole Source Award for Contractor Agreement

Pursuant to San Diego Municipal Code Section 22.3212, "Contracts Not Required to be Competitively Bid", Section C, "a contract to remedy an emergency that affects public health or safety," I am hereby notifying you of the sole source selection and forthcoming contract award to Orion Construction Corporation, for construction of the project.

On March 16, 2012 at approximately 10:30 am, a truck larger than an 18 wheeler transporting windmill parts drove over the median and curb punching a 2' x 2' hole through the median exposing the deteriorated MH, (see attached pictures). The deteriorated MH is located north of the abutment for Chollas Creek on Harbor Drive between 32nd St. and Belt St. This manhole is part of the 48" Harbor Drive trunk sewer that conveys approximately 16 millions of gallons per day of raw sewage to Pump Station One.

City crews were dispatched immediately to the site and after further investigation it was determined that the deteriorated MH has left a 10' x 10' section of undermined pavement that can collapse at any time. If the pavement collapses, the debris will clog the 48" trunk sewer causing a major sewage spill into the adjacent Chollas Creek. Therefore the repairs need to be done immediately to prevent an environmental catastrophe.

The City has selected Orion Construction Corporation from the City's On Call Emergency Contractors list to perform the work. Orion Construction Corporation has the expertise, and experience to perform the required repairs. Furthermore, they are able to meet the City's critical schedule needs.

This contract will be presented to the City Council at a future date for ratification via a 1472.

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Honorable Council President Tony Young and Members of the City Council
March 21, 2012

If there are any technical questions regarding this project, please contact Michael Fakhoury, Associate Civil Engineer, Public Works/Engineering & Capital Projects, PITS Division-GRC Section, at ext. 3-3894. For contractual questions, please contact Downs Prior, Principal Contract Specialist, Public Works Contracting Group, at ext. 55298.



Jeffrey B. Haer, CPPO, C.P.M.
Director, Purchasing & Contracting Department
(619) 236-7163

DBP/wdp

cc: Jay Goldstone, Chief Operating Officer
Roger Bailey, Director of Public Utilities
Ann Sasaki, Assistant Director, Public Utilities Department
Stan Griffith, Deputy Director, Public Utilities Department
Issam Hireish, Senior Civil Engineer, Public Utilities Department
Tony Heinrichs, Director, Public Works Department
James Nagelvoort, Assistant Director, Public Works Department
Dave Zoumaras, Deputy Director, Field Engineering
Mark Nassar, Acting Deputy Director, Project Implementation and Technical Services
Jim Shamloufard, Senior Civil Engineer, Engineering and Capital Projects
Mike Fakhoury, Associate Engineer, Engineering and Capital Projects
Alex Sleiman, Assistant Engineer, Engineering and Capital Projects
Al Rechany, Program Manager, Public Works Contracting Group
Downs Prior, Principal Contract Specialist, Public Works Contracting Group
Debra Fischle-Faulk, Director, Equal Opportunity Contracting
Jeremy Jung, Deputy City Attorney, City Attorney's Office
Greg Bych, Director, Risk Management

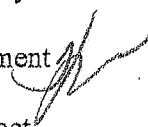


THE CITY OF SAN DIEGO

MEMORANDUM

DATE: October 12, 2011

TO: Honorable Council President Tony Young and Members of the City Council

FROM: Hildred Pepper, Jr., Director, Purchasing and Contracting Department 

SUBJECT: Campus Point Drive Storm Drain Replacement – Emergency Contract

Pursuant to San Diego Municipal Code Section 22.3212, "Contracts Not Required to be Competitively Bid", Section C, "A contract to remedy an emergency that affects public health or safety," I am hereby notifying you of the sole source selection and forthcoming contract award to Cass Construction, Inc., a contractor, for the construction of the subject project.

The storm drain pipe in the 9900 block of Campus Point Drive is in a serious state of deterioration and poses a potential public safety issue if not attended to immediately. A 50' long by 30' wide sinkhole has already formed and the collapse damaged waste water lines, water lines and fiber optic ducts. Future rain could expand the size of the sinkhole and result in damage to private property and other existing utilities.

On May 21, 2009, the City established an On-Call Emergency Contractors List of prequalified firms to deal with extremely urgent construction repairs. From this list, Cass Construction, Inc. has been selected to perform this emergency repair due to their knowledge and expertise in the repair/remediation work required and their ability to meet the City's schedule needs.

Cass Construction, Inc. shall furnish all labor, materials, equipment, services, and other incidental work and appurtenances for the purpose of designing and constructing this emergency project. The fee for this work shall not exceed \$700,000.00 and the proposed price for these services has been deemed fair and reasonable.

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Honorable Council President Tony Young and Members of the City Council
October 12, 2012

Personnel from the Public Works Department have determined that hiring Cass Construction, Inc. is the best course of action to complete the construction of this project in the timeliest manner. Staff recommended sole source procurement because the time required for conventional competitive selection would not support the urgency and criticality of the situation.

The contract for this work will be presented to the City Council at a future date for ratification via a 1472.

If there are any questions regarding the project, please contact Mike Fakhoury, Associate Engineer-Civil, at (619) 533-3894. For contractual questions, please contact Downs Prior, Principal Contract Specialist, at (619) 235-5298.

Hildred Pepper, Jr.
Director, Purchasing and Contracting Department
(619) 236-7163

FAR/far

cc: Jay Goldstone, Chief Operating Officer
Roger Bailey, Director, Public Utilities Department
Fritz Ortlieb, Deputy City Attorney, City Attorney's Office
Greg Bych, Director, Risk Management Department
Tony Heinrichs, Director, Public Works Department
Dave Zoumaras, Deputy Director, Field Engineering
Kris McFadden, Deputy Director, Transportation & Storm Water Department
Gus Brown, Assistant Deputy Director, Transportation & Storm Water Department
Mark Nassar, Acting Deputy Director, Public Works Department
Jim Shamloufard, Senior Engineer-Civil, Public Works Department
Downs Prior, Principal Contract Specialist, Purchasing & Contracting Department



THE CITY OF SAN DIEGO
MAYOR JERRY SANDERS

M E M O R A N D U M

DATE: August 23, 2012

TO: Honorable Council President Tony Young and Members of the City Council

FROM: Jeffery Baer, Director, Purchasing & Contracting Department

SUBJECT: The Repair of Qualcomm Stadium Falling Concrete - Sole Source Award for Contractor Agreement

Pursuant to San Diego Municipal Code Section 22.3212, "Contracts Not Required to be Competitively Bid", Section C, "a contract to remedy an emergency that affects public health or safety," I am hereby notifying you of the sole source selection and forthcoming contract award to Hazard Construction Company, for construction of the project described below.

This memorandum is to inform the City Council of an Emergency Sole Source award for the repair and remediation of the cement support structure for the specific balconied seating areas that extend over Plaza level open seating areas in the stadium bowl that are affected. Pieces of cement have started to break off and fall from the overhead balconies and have struck patrons seated in the Plaza seating areas. Most recently a patron was injured on August 9th during the Chargers vs. Green Bay Packers game. This presents an extremely dangerous public safety situation that must be remedied as quickly as possible as to not seriously injure a patron attending a stadium event. The window to fix the problem is only 3 weeks, beginning today. Our goal is to have the work completed by Sept. 8th for the SDSU vs. Army game.

On August 17th, the City received a letter from the San Diego Chargers dated August 13th, 2012 requesting an action plan to prevent further accidents. The City has been officially placed on notice. Furthermore, within the 1995 Use and Occupancy agreement with the City, under the City Covenants/Maintenance of Stadium Premises states:

"Except as otherwise provided herein, the City shall maintain the Stadium and Stadium premises (including, without limitation, the playing field, all concession facilities, scoreboards, signage, sound system, Parking facilities, club seating areas, permanent and temporary seats and seating arrangements, locker rooms and press and media facilities, the stadium club and all equipment, pipes, plumbing, wiring, gas, and electric fittings used in connection therewith) in good order, condition and repair as a state of the art facility in accordance with the highest industry standards and all applicable federal, state, and local requirements, including without limitation, the Americans With Disabilities Act."

Page 2

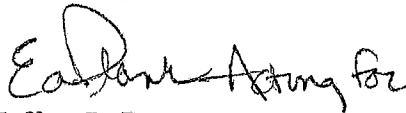
Honorable Council President Ben Hueso and Members of the City Council

July 12, 2010

In April of 2011, the City entered into a contract with AECOM, a leading industry expert, to conduct a thorough, Facilities Condition Assessment. In that assessment, the condition of "spalling" or deteriorating concrete (see attached photo) was examined. At that time, AECOM rated the condition of the stadium's spalling as a "Priority 3". The Priority 3 Category is defined as "Short Term Conditions-These items are needs that are necessary to the function of the facility, but may not require immediate attention." Now 18 months later, the category has advanced to a Priority 1 which requires immediate corrective attention.

This contract will be presented to the City Council at a future date for ratification via a 1472.

If there are any technical questions regarding this project, please contact Alex Sleiman, Assistant Civil Engineer, at ext. 33753. For contractual questions, please contact Downs Prior, Principal Contract Specialist, at ext. 55298.



Jeffrey B. Baer
Director, Purchasing & Contracting Department
(619) 236-7163

DBP/wdp

cc: Jay Goldstone, Chief Operating Officer
Tony Heinrichs, Director, Public Works Department
James Nagelvoort, Assistant Director, Public Works Department
James Barwick, Director, Real Estate Assets Department
Debra Fischle-Faulk, Director, Equal Opportunity Contracting Program
Greg Bych, Director, Risk Management
Dave Zoumaras, Deputy Director, Field Engineering
Darren Greenhalgh, Deputy Director, Project Implementation and Technical Services
Jim Shamloufard, Senior Civil Engineer, Engineering & Capital Projects
Mike Fakhoury, Associate Civil Engineer, Engineering & Capital Projects
Alex Sleiman, Assistant Civil Engineer, Engineering & Capital Projects
Mike McSweeney, Manager, Qualcomm Stadium
Roy Nail, Assistant Manager, Qualcomm Stadium
Debra Bevier, Deputy City Attorney, City Attorney's Office
Downs Prior, Principal Contract Specialist, Purchasing & Contracting

COPY

City of San Diego

CONTRACTOR'S NAME: Hazard Construction
ADDRESS: 6465 Marindustry Drive, San Diego, CA 92121
TELEPHONE NO.: (858) 587-3600 FAX NO.: (858) 453-6034
CITY CONTACT: Claudia Abarca, 1200 Third Avenue, Suite 200, MS 56P
CAbarca@sandiego.gov, Phone No. 619-236-6669, Fax No.
ASteiman /BD/LES

CONTRACT DOCUMENTS



FOR

QUALCOMM STADIUM EMERGENCY CONCRETE REPAIRS

BID NO.: K-13-5846-SLS
SAP NO. (WBS/IO/CC): B-13091
SOLE SOURCE CASE NUMBER: 2748
CLIENT DEPARTMENT: 1615
COUNCIL DISTRICT: 6
PROJECT TYPE: BG

ENGINEER OF WORK

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



1) For City Engineer

8-27-12

Date

Seal:



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **DESCRIPTION OF WORK:**
 - 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this emergency project at the direction of the City Engineer.
 - 1.2. Removal of all loose concrete and debris at all locations in the Plaza level and clean all exposed metal of rust. Have a licensed structural provide report that describes the damage and has recommendations to repair the spalled concrete locations. Repair exposed steel locations as recommended by the structural engineer. Reseal the section above the plaza with a watertight weatherproof seal level to minimize any water from wash downs/rain to run down and cause additional rusting. Perform all repairs to the spalled concrete in all other sections of Qualcomm Stadium.
 - 1.3. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 3-2.4, "Agreed Prices" of The GREENBOOK.
 - 1.4. A time-and-materials contract provides for acquiring labor, material, equipment and services that shall be paid for in accordance with 3-3, "EXTRA WORK" of The GREENBOOK and as modified by The WHITEBOOK.
2. **CONTRACT TIME:** The Work shall be completed within **80 Calendar Days** from the date of issuance of the NTP unless extended by the Engineer.
3. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$500,000**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the Engineer that sufficient additional funding has been secured.
4. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time of award. The City has determined the following licensing classification(s) for this contract: **Class A**.
5. **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.
6. **WAGE RATES:** Prevailing wages are not applicable to this project.
7. **PRE-BID SITE VISIT:** The Contractor is encouraged to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Contractors with the Site conditions.

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

| Title | Edition | Document Number |
|--|---------|-----------------|
| Standard Specifications for Public Works Construction ("The GREENBOOK") | 2012 | PITS070112-01 |
| City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* | 2012 | PITS070112-02 |
| City of San Diego Standard Drawings* | 2012 | PITS070112-03 |
| Caltrans Standard Specifications | 2010 | PITS070112-04 |
| Caltrans Standard Plans | 2010 | PITS070112-05 |
| California MUTCD | 2012 | PITS070112-06 |
| City Standard Drawings - Updates Approved For Use (when specified)* | Varies | Varies |
| Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84 | 1984 | 769023 |

NOTE: *Available online under Engineering Documents and References at: <http://www.sandiego.gov/engineering-cip>.

9. **PREQUALIFICATION OF CONTRACTORS:** The contractor must be pre-qualified for the City estimated Contract Price prior to Award. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
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. **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.
12. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted Proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposals shall be the sole responsibility of the Contractor.

13. **SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
14. **AWARD PROCESS:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code §22.3007.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

15. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
16. **PLANS AND SPECIFICATIONS:** Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the City's Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda.

Oral and other interpretations or clarifications will be without legal effect. The Director (or designee), Public Works Department is the officer responsible for opening, examining, and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Questions in these areas of responsibility (e.g., i.e. Pre-qualification, EOCP information, bidding activities, bonds and insurance, etc. as related to this contract shall be addressed to the Contract Specialist, Public Works Department, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

17. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including 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, before the Contract can be executed.
18. **PROPOSAL FORMS:** The signature of each person signing shall be in longhand.
19. **AWARD OF CONTRACT OR REJECTION OF BIDS:**
 - 19.1. This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list.
 - 19.2. This contract may be awarded to a contractor without competitive bidding if an emergency exists requiring the immediate mobilization of a contractor to protect people or property.
 - 19.3. The City of San Diego reserves the right to reject any or all bids received when such rejection is in the best interests of the City.

20. **THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within **1 Working Day** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

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. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

The Contractor 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.

21. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Contractor 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. The signing of the Contract shall be conclusive evidence that the Contractor 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 Contract Documents.
22. **CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 22.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 22.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 22.3. The City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance.
 - 22.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249).
 - 22.5. 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.
 - 22.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 22.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

Tony Heinrichs, Director
Public Works Department

**AGREEMENT
FOR
EMERGENCY CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
HAZARD CONSTRUCTION**

This emergency construction services agreement (Agreement) is made and entered into by and between The City of San Diego (City), California a municipal corporation, and **HAZARD CONSTRUCTION**, (Contractor), for the purpose of designing (when required) and constructing emergency projects at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the emergency project identified in the Notice Inviting Bids.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City has issued a Request for Qualifications (RFQ) for on-call emergency contractors, List 3 – Bridge/Structure Construction/Temporary Structures.
- D. In accordance with City's RFQ, RFQ number **4724DB**, the Contractor submitted a Statement for Qualifications (SOQ) for the Project pursuant to which the City established a pre-qualified list from the most highly qualified contractors to perform emergency Construction Services as directed by the City in accordance with the methods described in the RFQ.
- E. In accordance with the City's RFQ, the Contractor submitted an SOQ and is prepared to enter into this agreement.
- F. The City has selected the Contractor from the City's list of on-call contractors to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- G. The Contractor is ready, willing, and able to perform the emergency construction services required as specified in the Scope of Required Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

INTRODUCTORY PROVISIONS

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. This agreement incorporates the Standard Specifications for Public Works Construction (The GREENBOOK), including those amendments set forth in the City of San Diego Supplements included in The WHITEBOOK. All changes, additions, or both are stated herein and all other provisions remain unchanged.
- D. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK.
- E. The Contractor, including 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, before the Agreement can be executed.
- F. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3224.
- G. The Contractor shall ensure that the Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3224. A sample provision is as follows:

"Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."
- H. Pledge of Compliance may be downloaded at:

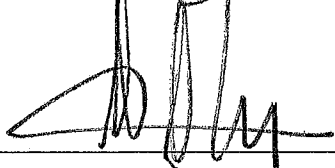
http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf
- I. The City received initial approval as a Labor Compliance Program on August 11, 2003. The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.
- J. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the specified Working Days in the Notice Inviting Bids from the NTP unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice Inviting Bids.

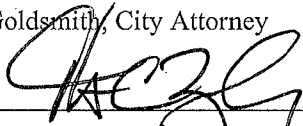
- L. The City shall pay the Contractor for performance of the Work on a time and materials basis not to exceed \$500,000 without a written amendment to this Agreement.
- M. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.
- N. Prior to NTP or as required by the City, the Contractor shall:
 - a) file surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
 - b) obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the emergency contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

By  _____

Jan I. Goldsmith, City Attorney
By  _____

Print Name: Albert P. Rechany
Program Manager

Print Name: Thomas Zelensky
Deputy City Attorney

Date: 9/24/2012

Date: 9/24/12

CONTRACTOR HAZARD CONSTRUCTION COMPANY

By  _____

Print Name: JASON A. MORDHORST, VICE PRESIDENT

Title: _____

Date: 8/26/12

City of San Diego License No.: B1998008961

State Contractor's License No.: 750542 A, B, C-31

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

_____ HAZARD CONSTRUCTION _____, a corporation, as principal, and
_____, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of
FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$500,000.00) for the faithful performance
of the annexed contract, and in the sum of FIVE HUNDRED THOUSAND DOLLARS AND 00/100
(\$500,000.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract Qualcomm Stadium Emergency Concrete Repairs, Bid Number K-13-5846-SLS, 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.

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Hazard Construction Company, a corporation, as principal, and Travelers Casualty and Surety Company of America, 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 Five Hundred Thousand Dollars (\$500,000.00) for the faithful performance of the annexed contract, and in the sum of Five Hundred Thousand Dollars (\$500,000.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract Qualcomm Stadium Emergency Concrete Repairs, Bid Number K-13-5846-SLS, 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.

AGREEMENT (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 August 27, 2012

Approved as to Form and Legality

Hazard Construction Company
Principal

By 

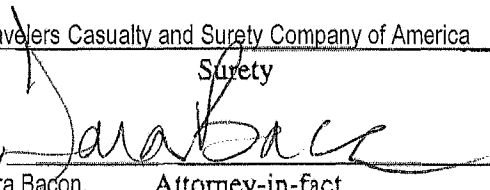
JASON A. MORDHORST, VICE PRESIDENT

Printed Name of Person Signing for Principal

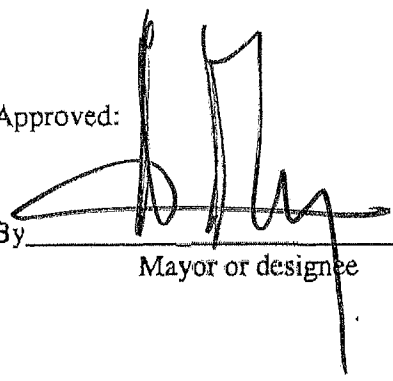
Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

Travelers Casualty and Surety Company of America
Surety

By 
Tara Bacon, Attorney-in-fact

Approved:

By 
Mayor or designee

9325 Sky Park Ct., #220
Local Address of Surety

San Diego, CA 92123
Local Address (City, State) of Surety

(858) 616-6240
Local Telephone No. of Surety

Premium \$ 4,750.00

Bond No. 105821615

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

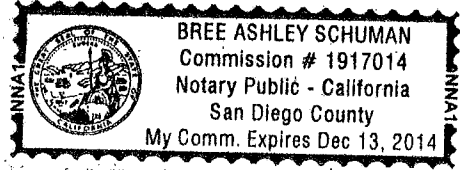
State of California

County of San Diego

On August 28, 2012 before me, Bree Ashley Schuman, Notary Public

personally appeared Jason A. Mordhorst

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



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

WITNESS my hand and official seal.

Signature: Bree Ashley Schuman

Place Notary Seal Above

OPTIONAL

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: _____

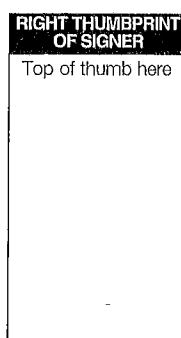
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
- Individual Individual
- Partner — Limited General Partner — Limited General
- Attorney in Fact Attorney in Fact
- Trustee Trustee
- Guardian or Conservator Guardian or Conservator
- Other: _____ Other: _____



Signer Is Representing: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

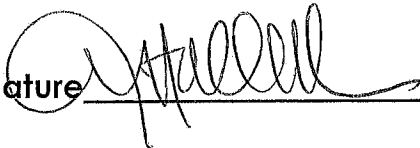
State of California
County of San Diego

On August 27, 2012 before me, Maria Hallmark, Notary Public, personally appeared Tara Bacon, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her 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 _____



(Seal)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222176

Certificate No. 004659927

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dale Harshaw, Tara Bacon, Geoffrey R. Shelton, Bradley R. Orr, and Kyle King

of the City of San Diego, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of November, 2011

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 9th day of November, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT A

DRUG-FREE WORKPLACE

PROJECT TITLE: Qualcomm Stadium Emergency Concrete 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;

HAZARD CONSTRUCTION COMPANY

(Name under which business is conducted)

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

Signed  _____

Printed Name JASON A. MORDHORST, VICE PRESIDENT

Title _____

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Qualcomm Stadium Emergency Concrete 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;

HAZARD CONSTRUCTION COMPANY

(Name under which business is conducted)

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

Signed  _____

Printed Name JASON A. NORDHORST, VICE PRESIDENT

Title _____

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Qualcomm Stadium Emergency Concrete Repairs

I declare under penalty of perjury that I am authorized to make this certification on behalf of HAZARD CONSTRUCTION COMPANY, 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 28th Day of August, 2012.

Signed  _____

Printed Name JASON A. MORDHORST, VICE PRESIDENT

Title _____

EXHIBIT D

AFFIDAVIT OF DISPOSAL

EXHIBIT D

AFFIDAVIT OF DISPOSAL

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

Qualcomm Stadium Emergency Concrete Repairs
(Name of Project or Task)

as particularly described in said contract and identified as Bid No. K-13-5846-SLS ; WBS No. B-13091; 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 _____
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

EXHIBIT E

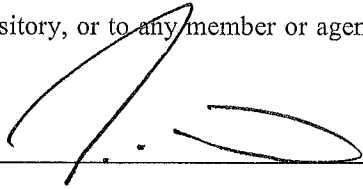
**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED
WITH BID UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

EXHIBIT E

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

State of California)
County of San Diego) ss.

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

Signed: 

Title: JASON A. MORDHORST, VICE PRESIDENT

Subscribed and sworn to before me this day of , 20

Notary Public

SEE ATTACHED

(SEAL)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

[Handwritten Signature]

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

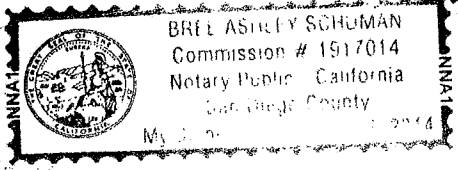
State of California
 County of San Diego

Subscribed and sworn to (or affirmed) before me
 on this 20 day of August, 2012,
Date Month Year



by (1) JASON A. MORDHORST
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)



(and)
 (2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature *Bree Ashley Schuman*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
 Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
 Top of thumb here

EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

- The undersigned certifies that within the past ten 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:

Contractor Name: HAZARD CONSTRUCTION COMPANY

Certified By JASON A. NORDHORST, VICE PRESIDENT Title _____
Name


Signature

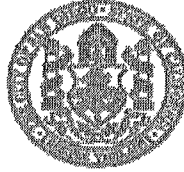
Date 8/28/12

EXHIBIT G

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

EXHIBIT G

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

| COMPANY INFORMATION | |
|---------------------|--|
| Company Name: | HAZARD CONSTRUCTION COMPANY |
| Company Address: | 6465 MARINDUSTRY DRIVE P.O. BOX 229000 SAN DIEGO, CA 92192-9000 (858) 587-3600 FAX (858) 453-6034 |
| Contact Phone: | |
| Contact Email: | <i>imordhorst@hazard.com.com</i> |

| CONTRACT INFORMATION | |
|---|----------------------|
| Contract Title: | <i>K-13-5846-SLS</i> |
| Start Date: | <i>6/12</i> |
| Contract Number (if no number, state location): | |
| End Date: | <i>12/12</i> |

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 select one 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.

JASON A. MORDHORST, VICE PRESIDENT

Name/Title of Signatory

Signature

| FOR OFFICIAL CITY USE ONLY | | | |
|----------------------------|--------------|-----------------------------------|---|
| Receipt Date: | EBO Analyst: | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved – Reason: |

rev 02/15/201

EXHIBIT H

FORMS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^① | WHERE CERTIFIED ^② | CHECK IF JOINT VENTURE PARTNERSHIP |
|---|-------------------------|----------------------------|-----------------------------|--|------------------------------|------------------------------------|
| Name: <u>Daley Corporation</u> Address: <u>12570 Hwy 67</u> City: <u>Lakeside</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>619-390-3900</u> | <u>Constructor</u> | <u>Pcc Demo (Partial)</u> | <u>T&M</u> | <u>NONE</u> | | |
| Name: <u>KPFF Consulting Engineers</u> Address: <u>3131 Camino Del Rio North</u> City: <u>San Diego</u> State: <u>CA</u> <u>Sk 1060</u> Zip: <u>92108</u> Phone: <u>619-521-9500</u> | <u>Designer</u> | <u>Structural Engineer</u> | <u>T&M</u> | <u>NONE</u> | | |
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |

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

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

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Bidder will not receive any subcontracting participation 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**, 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 percentages.

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

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

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

② As appropriate, Bidder shall indicate if Vendor/Supplier is 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.

Form Title: NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

(Rev. July 2012)

Form Number: AA40

Exhibit H - Forms

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Qualcomm Stadium Emergency Concrete Repairs

EXHIBIT I

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1. You must perform, with your own organization, Contract work amounting to at least 0% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

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:

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

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.

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

7-3.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer’s Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer’s Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit.

The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.6 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.

7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

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

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:

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

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

7-15 **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplements, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

8-2 **FIELD OFFICE FACILITIES.** To the City Supplement, DELETE in its entirety.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

EXHIBIT J

CONTRACTOR'S COMPENSATION RATE SCHEDULE

EXHIBIT J

CONTRACTOR'S COMPENSATION RATE SCHEDULE

The following Compensation Rate Schedule shall constitute the maximum rates (e.g., labor, direct costs, etc.) for Extra Work, if any, provided by the Contractor during the term of this agreement.

These rates are being specified as the Contractor's standard established rates for calculating labor costs without allowance for overhead and profits. For markup provisions and allowable charges refer to 3-3.2.3, "Markup" of The WHITEBOOK.

| Contractor – Hazard Construction | | | |
|---|--------------------------------|-------------------------------|----------------------------------|
| Title/Classification | Standard Rate (\$)/hour | Overtime Rate(\$)/hour | Doubletime Rate (\$)/hour |
| Superintendent | 120 | 150 | 180 |
| Foreman | 76 | 103 | 126 |
| Operator Group 8 | 76 | 103 | 126 |
| Grade Checker | 69 | 91 | 112 |
| Truck Driver | 52 | 66 | 80 |
| Laborer/ Cement Mason | 52 | 66 | 80 |
| Carpenter | 67 | 92 | 116 |
| Mechanic | 76 | 103 | 126 |
| Project Manager | 120 | 150 | 180 |
| Project Staff Engineer | 105 | 130 | 155 |

| Outside Engineering Services – KPFF Consulting Engineering San Diego | | | |
|---|--------------------------------|-------------------------------|----------------------------------|
| Title/Classification | Standard Rate (\$)/hour | Overtime Rate(\$)/hour | Doubletime Rate (\$)/hour |
| Principal | 195 | N/A | N/A |
| Senior Project Manager | 165 | N/A | N/A |
| Project Manager | 150 | N/A | N/A |
| Project Engineer | 120 | N/A | N/A |
| Design Engineer | 100 | N/A | N/A |
| Project Drafter | 130 | N/A | N/A |
| Drafter/CAD Operator | 100 | N/A | N/A |
| Administrative/Secretary | 80 | N/A | N/A |

City of San Diego

COPY

CONTRACTOR'S NAME: Cass Construction, Inc.
ADDRESS: P. O. Box 309, El Cajon, CA 92022
TELEPHONE NO.: 619-590-0929 **FAX NO.:** 619-590-1202
CITY CONTACT: Mike Fakhoury, Address: 1010 2nd Ave, Ste 800, M.S. 612, San Diego, CA 92101
Email: MFakhoury@sandiego.gov, Phone No. 619-533-3894

BD/RIR

CONTRACT DOCUMENTS

FOR



UNIVERSITY CITY SINKHOLE EMERGENCY REPAIR PROJECT

RFQ NO.: 4724DB – RFQ for Establishment of a Pre-Qualified List of Contractors to
Perform Emergency Construction Services for the City of San Diego
BID NO.: K-12-5617-EMR
SAP NO. (WBS/IO/CC): B12039
CLIENT DEPARTMENT: 2113
COUNCIL DISTRICT: 1
PROJECT TYPE: CA

((((((((((((((((((((ATTENTION))))))))))))))))))

The 2010 edition of the City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK") now contains the following distinct Contract Documents:

- 1) ***Equal Opportunity Contracting Program Requirements*** - This Contract Document sets forth the standard requirements for the City's equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.

- 2) ***City Supplement*** – The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction ("The GREENBOOK"), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

Certain parts of the City Supplement have been highlighted in yellow for the convenience of the users only and shall not affect the interpretation of the Contract.

To obtain The GREENBOOK contact the publisher at: <http://www.bnibooks.com>

The WHITEBOOK is available only in electronic format under Engineering Documents and References at: <http://www.sandiego.gov/engineering-cip/>

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**SPECIAL NOTICE
SMALL LOCAL BUSINESS ENTERPRISES (SLBE)
AND
EMERGING LOCAL BUSINESS ENTERPRISES (ELBE)
PROGRAM**

This Contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOCP Requirements included in The WHITEBOOK. The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications as related to SLBE-ELBE program.

The Bidder are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all certified Subcontractors including SLBEs, ELBEs, DBEs, MBEs, WBEs, DVBEs, and OBEs.

Resources: The current list of certified SLBE-ELBE firms can be found on the Equal Opportunity Contracting Program Department website.

CITY OF SAN DIEGO, CALIFORNIA

INVITATION TO BIDS

- 1. DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this emergency project at the direction of the City Engineer.

The Work consists of repair and replacement of a segment of the roadway on Campus Point Drive near the intersection of Campus Point Lane and Campus Point Drive damaged due to a failed 30" CMP storm drain pipeline, repair of damaged underground wet utilities and stabilization of adjacent wet and dry utilities.

This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 3-2.4, "Agreed Prices" of The GREENBOOK.

A time-and-materials contract provides for acquiring labor, material, equipment and services on the basis of direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit; and actual cost for materials and services plus any authorized markups in accordance with 3-3.2.3, "Markup".

- 2. CONTRACT TIME:** Time is of essence. The Work shall be completed within **28 calendar days** from the date of issuance of the Notice to Proceed unless extended by the Engineer.
- 3. CONTRACT PRICE:** The Engineer's estimate of the cost of the Work is **\$700,000.00**. The Contractor shall not perform Work that exceeds the cost of **\$700,000.00** without prior written notice from the Engineer that sufficient additional funding has been secured.
- 4. CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time of award. The City has determined the following licensing classification(s) for this contract: **CLASS A**.
- 5. WAGE RATES:** Prevailing wages are not applicable to this project.
- 6. PRE-BID SITE VISIT:** The Contractor is encouraged to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Contractors with the Site conditions.
- 7. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

1. STANDARD SPECIFICATIONS

| Document No. | Filed | Description |
|--------------|----------|---|
| PITS0504090 | 05-04-09 | Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition |
| PITS09011001 | 09-01-10 | City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update * |
| AEC1231064 | 12-31-06 | California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006) |
| 769023 | 09-11-84 | Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause |

NOTE: The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

2. STANDARD DRAWINGS

| Document No. | Filed | Description |
|--------------|----------|---|
| PITS09011002 | 09-01-10 | City of San Diego Standard Drawings* |
| N/A | Varies | City Standard Drawings - Updates Approved For Use (when specified)* |
| AEC0925061 | 09-25-06 | Caltrans 2006 U.S. Customary Unit Standard Plans |

NOTE: *Available online under Engineering Documents and References at: <http://www.sandiego.gov/engineering-cip>.

Tony Heinrichs
Director
Public Works Department

INSTRUCTIONS TO BIDDERS

1. **PREQUALIFICATION OF CONTRACTORS:** The contractor must be pre-qualified for the City estimated Contract Price prior to Award. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
2. **CONTRACTOR REGISTRATION:** The Contractor and suppliers shall register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
3. **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.
4. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted Proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposals shall be the sole responsibility of the Contractor.
5. **SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
6. **AWARD PROCESS:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code Section 22.3007.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

7. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
8. **PLANS AND SPECIFICATIONS:** Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda.

Oral and other interpretations or clarifications will be without legal effect. The Director (or designee), Public Works Department is the officer responsible for opening, examining, and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Questions in these areas of responsibility (e.g., i.e. Pre-qualification, EOCP information, bidding activities, bonds and insurance, etc. as related to this contract shall be addressed to the Contract Administration, Public Works Department, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

9. SAN DIEGO BUSINESS TAX CERTIFICATE: All Contractors, including 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, before the Contract can be executed.

10. PROPOSAL FORMS: The signature of each person signing shall be in longhand.

11. AWARD OF CONTRACT OR REJECTION OF BIDS:

- a) This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list.
- b) This contract may be awarded to a contractor without competitive bidding if an emergency exists requiring the immediate mobilization of a contractor to protect people or property.
- c) The City of San Diego reserves the right to reject any or all bids received when such rejection is in the best interests of the City.

12. THE CONTRACT: The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified by the City within **2 Working Days** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing.

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. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

The Contractor 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.

13. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Contractor 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. The signing of the Contract shall be conclusive evidence that the Contractor 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 Contract Documents.

14. DRUG-FREE WORKPLACE:

- a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contractor shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house

employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Contract Specialist, Public Works Contracting Group.

15. AMERICANS WITH DISABILITIES ACT:

a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of the Contractor directly engaged in the performance of Work.

c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.

- i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
- iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.

16. CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE: This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of this contract, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf.

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

“Compliance with San Diego Municipal Code §22.3224: Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

- 17. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL:** The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

<http://www.sandiego.gov/eoc/laborcompliance/#manual>.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.

- 18. PAYROLL RECORDS:** The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

- 19. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of §§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.

20. EQUAL BENEFITS: This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

“During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

**AGREEMENT
FOR
EMERGENCY CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
CASS CONSTRUCTION, INC.**

This emergency construction services agreement (Agreement) is made and entered into by and between The City of San Diego (City), California a municipal corporation, and **Cass Construction, Inc.** (Contractor), for the purpose of designing (when required) and constructing emergency projects at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the emergency project identified in the Invitation to Bid.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City has issued selected the Contractor from the City's list of on-call contractors.
- D. In accordance with City's RFQ, Specification Number **4724DB**, the Contractor submitted a Statement for Qualifications (SOQ) for the Project pursuant to which the City established a pre-qualified list from the most highly qualified contractors to perform emergency Construction Services as directed by the City in accordance with the methods described in the RFQ.
- E. In accordance with the City's RFQ, the Contractor submitted an SOQ and is prepared to enter into this agreement.
- F. The City has selected the Contractor to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- G. The Contractor is ready, willing, and able to perform the emergency construction services required as specified in the Scope of Required Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

INTRODUCTORY PROVISIONS

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.

- C. This agreement incorporates the Standard Specifications for Public Works Construction (GREENBOOK, 2009 Edition), including those amendments set forth in the City of San Diego Supplement (City Supplement, 2010 Edition) included in The WHITEBOOK. All changes, additions, or both are stated herein and all other provisions remain unchanged.
- D. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK.
- E. The Contractor, including 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, City Operations Building, Community Concourse, before the Agreement can be executed.
- F. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3224.
- G. The Contractor shall ensure that the Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3224. A sample provision is as follows:

“Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

- H. Pledge of Compliance may be downloaded at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf

- I. The City received initial approval as a Labor Compliance Program on August 11, 2003. The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.
- J. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the specified Working Days in the Invitation to Bid from the NTP unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Invitation to Bid.
- L. The City shall pay the Contractor for performance of the Work on a time and materials basis not to exceed \$700,000.00 without a written amendment to this Agreement.
- M. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work

required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.

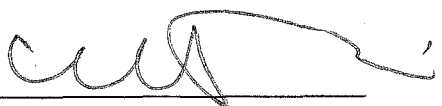
N. Prior to NTP or as required by the City, the Contractor shall:

- a) file surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Invitation to Bids and
- b) obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

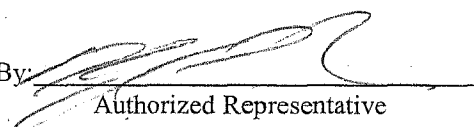
IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to the emergency contract provisions of City Charter Section 94 authorizing such execution, and by the Contractor.

THE CITY OF SAN DIEGO

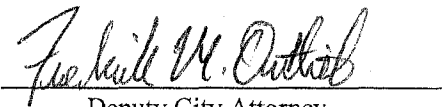
Dated: 11/1/11

By: 
W. Downs Prior
Principal Contract Specialist
Public Works Contracting

I HEREBY CERTIFY I can legally bind **Cass Construction, Inc.** and that I have read this agreement and the related documents, this 10th day of OCTOBER, 20 11.

By: 
Authorized Representative
Print Name: Kyle P. Nelson
Title: President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 1st day of NOVEMBER, 20 11.

JAN I. GOLDSMITH, City Attorney
By: 
Deputy City Attorney

required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.

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- b) obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to the emergency contract provisions of City Charter Section 94 authorizing such execution, and by the Contractor.

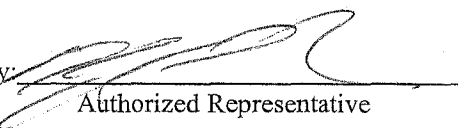
THE CITY OF SAN DIEGO

Dated: 11/1/11

By: 

W. Downs Prior
Principal Contract Specialist
Public Works Contracting

I HEREBY CERTIFY I can legally bind **Cass Construction, Inc.** and that I have read this agreement and the related documents, this 10th day of OCTOBER, 20 11.

By: 
Authorized Representative

Print Name: Kyle P. Nelson

Title: President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 1st day of NOVEMBER, 20 11.

JAN I. GOLDSMITH, City Attorney

By: 
Deputy City Attorney



Liberty Mutual Surety
1001 4th Avenue, Suite 1700
Seattle, WA 98154

Premium: \$6,985.00

PERFORMANCE BOND

Bond 024041696

KNOW ALL BY THESE PRESENTS, That we, Cass Construction, Inc.

(hereinafter called the Principal), as Principal, and Safeco Insurance Company of America, a corporation duly organized under the laws of the State of Washington (hereinafter called the Surety), as Surety, are held and firmly bound unto City of San Diego

, (hereinafter called the Obligee),

in the sum of Seven Hundred Thousand Dollars And Zero Cents

(\$ 700,000.00) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 13th day of October, 2011.

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated _____, for Sole Source Contract – University City Sinkhole Emergency Repair Project; K-12-5617-EMR

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Approved as to form and legality
this 15th day of NOVEMBER, 2011

JAN I. GOLDSMITH, City Attorney
By Faith M. Carter
Deputy City Attorney



Cass Construction, Inc.
Principal

By [Signature]
Kyle P. Nelson, President

Safeco Insurance Company of America

By [Signature]
Tara Bacon, Attorney-in-Fact

State of California

County of San Diego

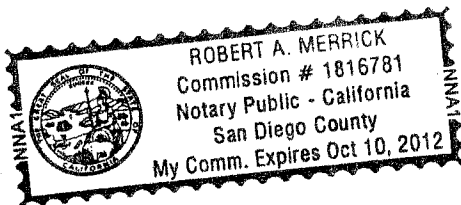
On October 14, 2011 before me, Robert A. Merrick, Notary Public, personally appeared Kyle P. Nelson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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.

Robert A. Merrick

(Signature)



ACKNOWLEDGMENT

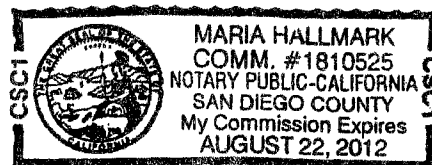
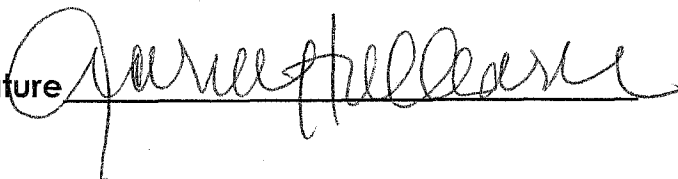
State of California
County of San Diego

On October 13, 2011 before me, Maria Hallmark, Notary Public, personally appeared Tara Bacon, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her 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



(Seal)

POWER
OF ATTORNEY

No. 5528

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

*****TARA BACON; DALE HARSHAW; KYLE KING; BRADLEY R. ORR; GEOFFREY SHELTON; San Diego, CA*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 11th day of February, 2010

Dexter R. Legg

TAMIKOLAJEWSKI

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 13th day of October, 2011



Dexter R. Legg

Dexter R. Legg, Secretary



Liberty Mutual Surety
1001 4th Avenue, Suite 1700
Seattle, WA 98154

Premium included in Performance Bond

PAYMENT BOND

BOND NO. 024041696

KNOW ALL BY THESE PRESENTS, That we,
Cass Construction, Inc.

(Here insert the name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and Safeco Insurance Company of America, a WA Corporation, as Surety, hereinafter called Surety, are held and firmly bound unto
City of San Diego

(Here insert the name and address or legal title of Owner)

as Oblige, hereinafter called Owner, for the use and benefit of Claimants as herein defined, in the amount of Seven Hundred Thousand Dollars

And Zero Cents Dollars (\$ 700,000.00),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a contract with Owner for Sole Source Contract – University City Sinkhole Emergency Repair Project; K-12-5617-EMR in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly make payment to all Claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon.
3. No suit or action shall be commenced hereunder by any Claimant.
 - a) Unless Claimant, other than one having a direct Contract with the Principal, shall have given notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made.
 - b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this 13th day of October, 2011.

Cass Construction, Inc. _____ Principal

By [Signature]
Kyle P. Nelson, President

Safeco Insurance Company of America _____

By [Signature]
Tara Bacon, Attorney-in-Fact



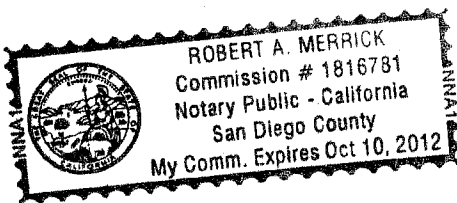
State of California

County of San Diego

On October 14, 2011 before me, Robert A. Merrick, Notary Public, personally appeared Kyle P. Nelson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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.



Robert A. Merrick

(Signature)

ACKNOWLEDGMENT

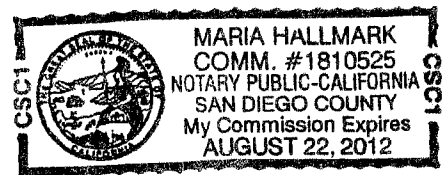
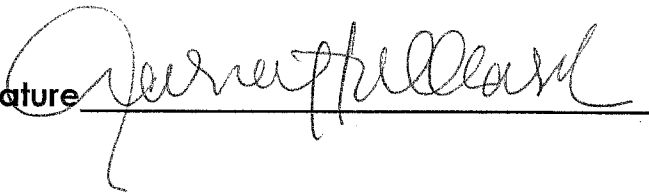
State of California
County of San Diego

On October 13, 2011 before me, Maria Hallmark, Notary Public, personally appeared Tara Bacon, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her 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



(Seal)

POWER
OF ATTORNEY

No. 5528

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

*****TARA BACON; DALE HARSHAW; KYLE KING; BRADLEY R. ORR; GEOFFREY SHELTON; San Diego, CA*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 11th day of February, 2010

Dexter R. Legg

T. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 13th day of October, 2011



Dexter R. Legg

Dexter R. Legg, Secretary

EXHIBIT A

CONTRACTOR'S COMPENSATION RATE SCHEDULE

EXHIBIT A

CONTRACTOR'S COMPENSATION RATE SCHEDULE

The following Compensation Rate Schedule shall constitute the maximum rates (e.g., labor, direct costs, etc.) for Extra Work, if any, provided by the Contractor during the term of this agreement.

These rates are being specified as the Contractor's standard established rates for calculating labor costs without allowance for overhead and profits. For markup provisions and allowable charges refer to 3-2.4, "Agreed Prices."

| Title/Classification | Rate (\$)/hour |
|-----------------------------|-----------------------|
| Superintendent | 120 |
| Foreman | 76 |
| Operator | 76 |
| Grade Checker | 64 |
| Truck Driver | 52 |
| Laborer/ Pipelayer | 52 |
| Carpenter | 64 |
| Mechanic | 76 |
| Project Manager | 120 |

EXHIBIT B

DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT B

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT TITLE: UNIVERSITY CITY SINKHOLE EMERGENCY REPAIR PROJECT

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

Cass Construction, 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 

Printed Name Kyle P. Nelson

Title President

EXHIBIT C

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

EXHIBIT C

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: UNIVERSITY CITY SINKHOLE EMERGENCY REPAIR PROJECT

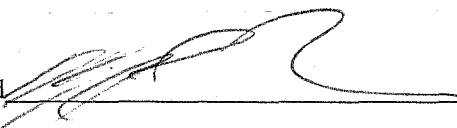
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the INSTRUCTION TO BIDDERS, "American With Disabilities Act", of the project specifications, and that;

Cass Construction, Inc

(Name under which business is conducted)

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

Signed


Printed Name Kyle P. Nelson

Title President

EXHIBIT D
DESIGNATION OF AUTHORIZED REPRESENTATIVES

EXHIBIT D

DESIGNATION OF AUTHORIZED REPRESENTATIVES

The following named individuals are designated as Authorized Representatives of the City and the Contractor:

See NTP dated 10/07/2011.



THE CITY OF SAN DIEGO

October 7, 2011

Cass Construction
P.O. Box 309
El Cajon, CA 92022
Attention: Mr. Michael Huse

Dear Mr. Huse:

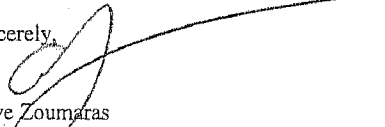
Subject: **Sinkhole and Utility Repairs near Campus Point and Court Campus Point Drive**
Work Order: **WBS B-00495**

Please be directed to begin an emergency repair of a sink hole and repairs of damaged utilities near the corner of Campus Point Court and Campus Point Drive under the direction of City Engineer. This work is to be performed under the direction of the Engineer and will include securing the site, exploratory work, sewer by-passing, repair and replacement of a segment of the roadway on Campus Point Drive near the intersection of Campus Pt Lane and Campus Pt Drive damaged due to a failed 30" CMP storm drain pipeline, excavation and replacement of approximately 330 LF of 30-Inch storm drain, repair and/or replacement of existing sewer and water mains within the storm drain alignment, and stabilization of adjacent wet and dry utilities. The compensation for the repair work shall be paid to the contractor on a time and materials basis under the contract section 3-3 for Extra Work (See 2009 Green Book and 2010 White Book).

Time is of the essence and the work must be completed and accepted as expeditiously as possible to allow the return of the underground services and traffic back to normal conditions.

Should you have any questions please contact me at (858) 627-3201 or (619) 961-7786/mobile.

Sincerely,


Dave Zoumaras
Deputy Director

cc: Marnell Gibson, Deputy Director, Right-of-Way, Design Division, MS 908A
Carl Spier, Senior Civil Engineer, Right of Way, Design Division, MS 908A
Ken Finnigan, Senior Civil Engineer (OCA), Field Engineering Division, MS18
George Qsar, Senior Civil Engineer, Field Engineering Division, MS18
Jerry Borja, Resident Engineer, Field Engineering Division, MS 18



Public Works • Engineering and Capital Projects

Field Engineering • 9485 Aero Drive • San Diego, CA 92123
Tel (858) 627-3200 Fax (858) 627-3297

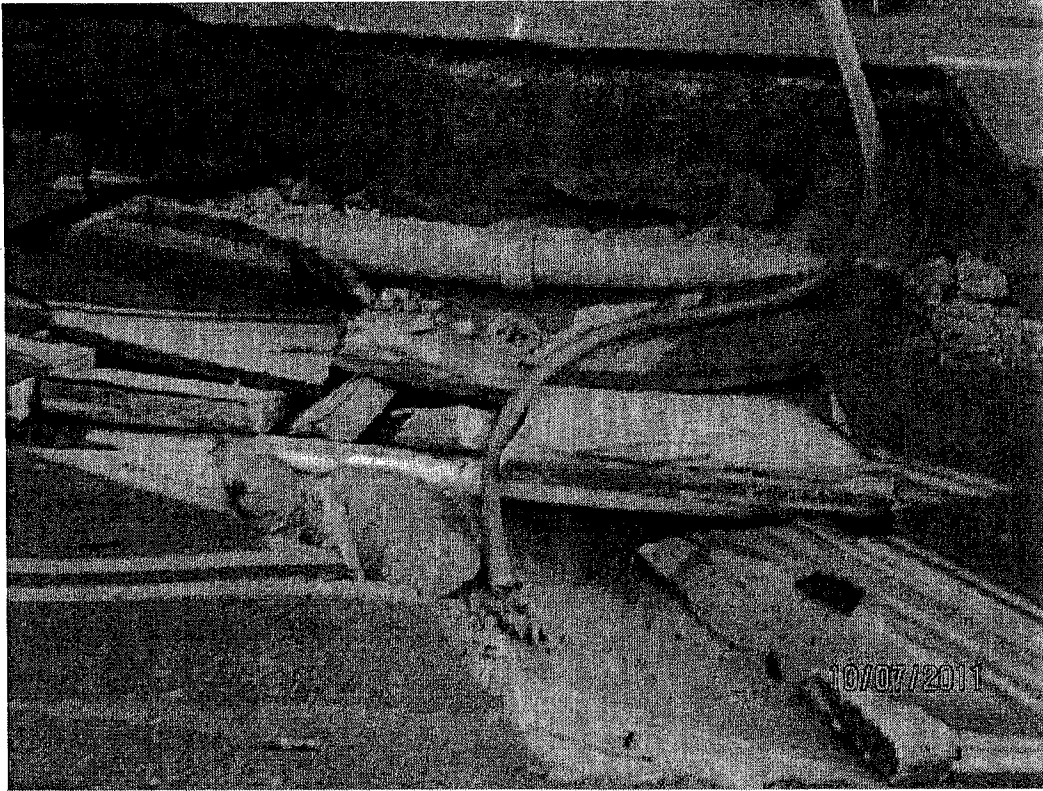
Page 2
October 7, 2011
Cass Construction

Igor Levin, Resident Engineer, Field Engineering Division, MS 18
Kyle Nelson, Cass Construction

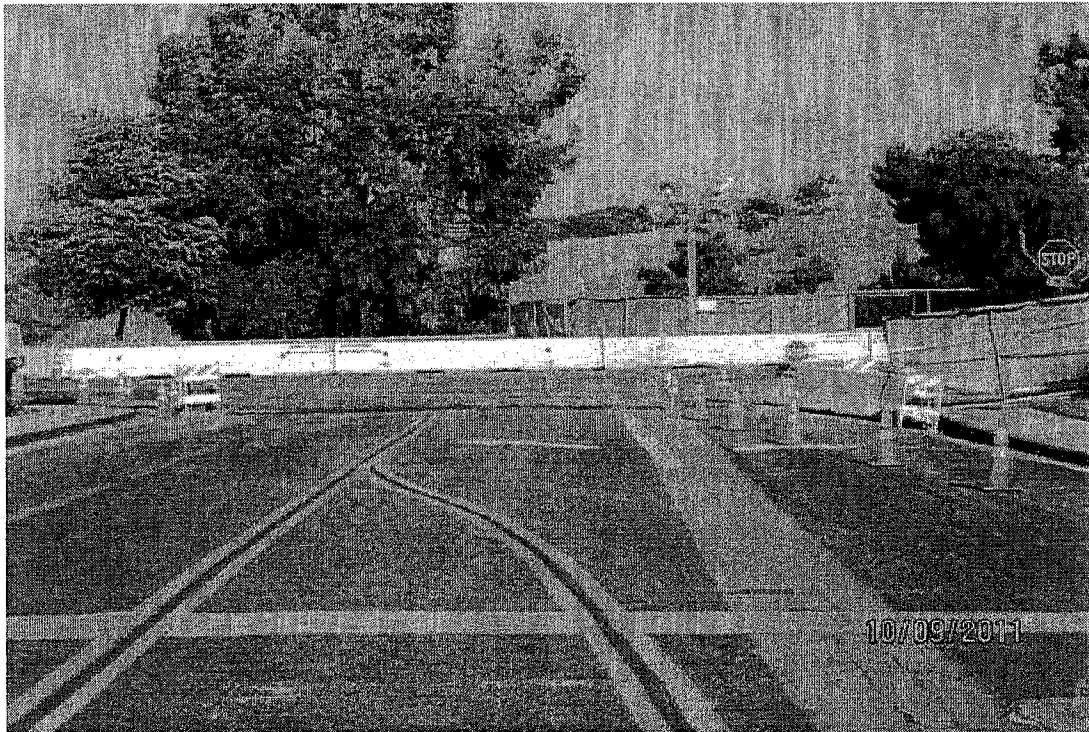
EXHIBIT E

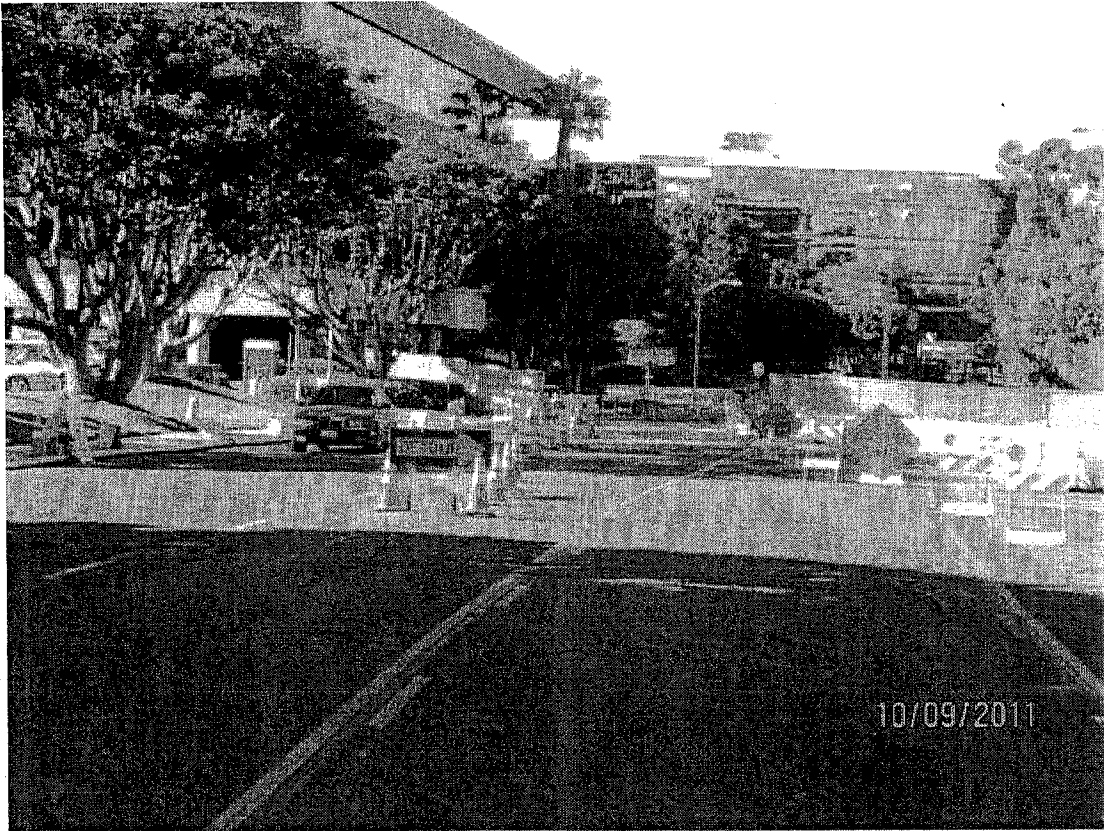
SCOPE OF REQUIRED WORK AND SERVICES

- 1) Project Photos**
- 2) Location Map**









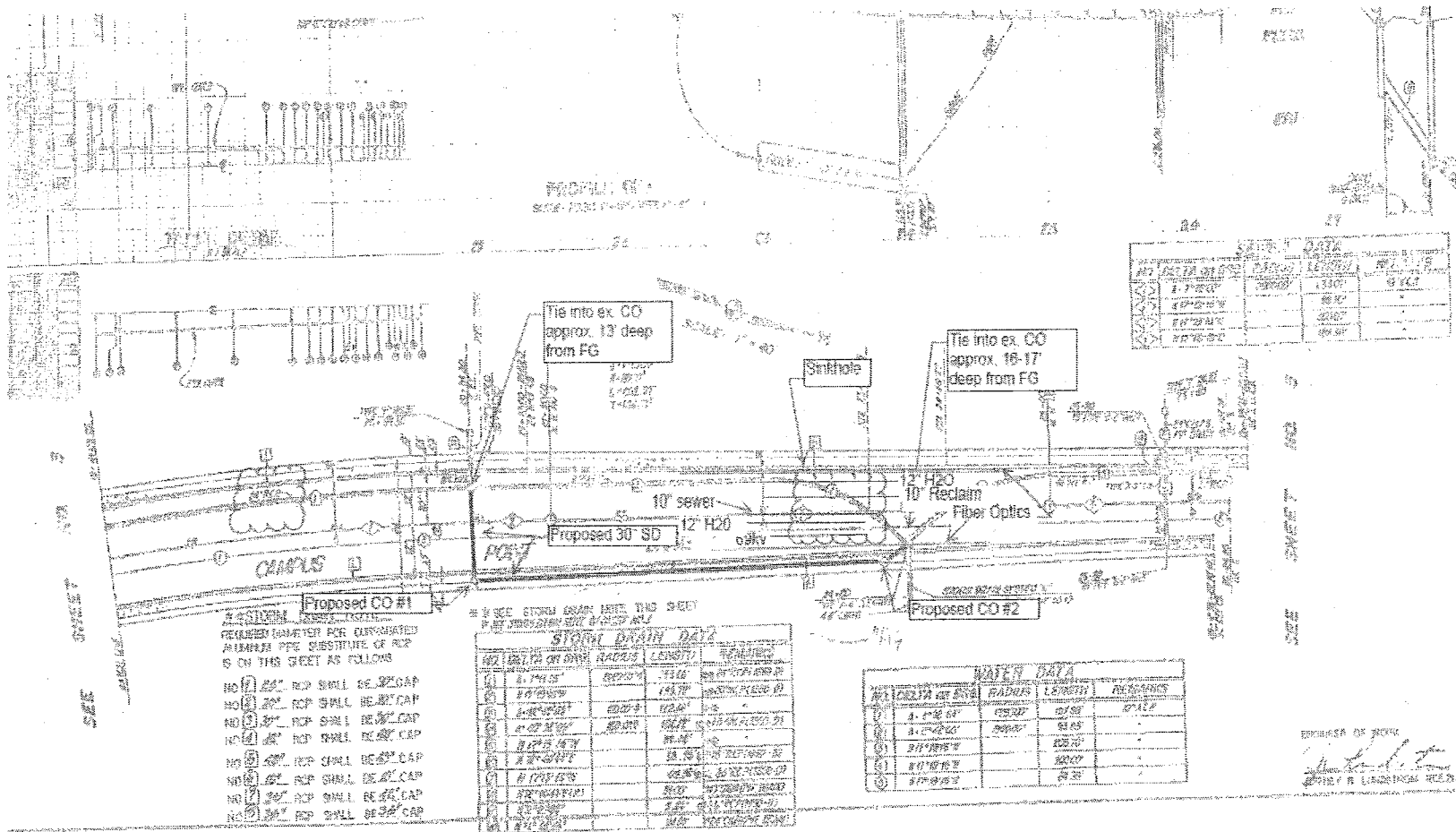


EXHIBIT F

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

EXHIBIT F

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:

STYLE OF SPECIFICATIONS

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for "Plain Language" to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's." Similarly, interpret "we" and "us" as "the City" and "our" as "the City's."

PART 1 – GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

Agency – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

Contract Documents – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bid, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City's EOC Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bid or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk's Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.

Notice of Completion (NOC) – ADD the following:

See California Civil Code section 3093.

Samples - Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

Certificate of Compliance – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Certificate of Compliance – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-1.2.2 Joint Venture Contractors. To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receipt by the Bidder of Contract forms.

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

The Contractor shall perform, with its own organization, Contract work amounting to at least 25 percent 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 determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

2-3.4 Subcontract Requirements. To the City Supplement, ADD the following paragraph:

The Contractor shall ensure that all of its Subcontractors are licensed at the time of the execution of their subcontract agreements. In the event a Subcontractor is not properly licensed, the Contractor shall cease payment to Subcontractor for all work performed when the Subcontractor was improperly licensed. Any payment made by the Contractor to a Subcontractor for work performed when the Subcontractor was unlicensed shall be returned to the City.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is the Contractor’s responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

2-5.2 Precedence of Contract Documents. To the Cit Supplement, DELETE in its entirety and SUBSTITUTE with the following:

2-5.2 Precedence of Contract DocumentsError! Bookmark not defined.. If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits (i.e., issued by jurisdictional regulatory agencies)
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Contract and Agreement
- 4) Addenda
- 5) Bid (e.g., price Proposal for Design-Build contracts)
- 6) Request for Proposal (RFP)
- 7) Invitation to Bid
- 8) Instruction to Bidders
- 9) Request for Qualifications (RFQ)
- 10) Special Provisions (i.e., City's EOCP Requirements, City Supplement, and Supplementary Special Provisions (SSP))
- 11) Plans
- 12) Construction Documents (for Design-Build contracts)
- 13) Standard Drawings
- 14) Reference Specifications (e.g., GREENBOOK)
- 15) Technical Proposal (for Design-Build contracts)
- 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**. Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

2-5.4.1 General. ADD the following:

Source Identification e.g., RFI numbers and Change Order numbers as required to identify the source of the change to the Contract Documents shall be noted.

2-5.4.2 Asset Specific Red-lines (d). ADD the following:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Plans.

ADD the following:

- h) Slurry Seal and Asphalt Overlay Red-Lines: The Contractor shall clearly record on the City provided forms in MS Excel format the actual dates and quantity of each Bid item applied to each street segment and comments regarding each segment. The Contractor shall record reasons if no work is performed.

2-5.5 As-built Drawings. ADD the following:

As-built Drawings shall be the responsibility of the Contractor.

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

In accordance with the provisions of California Law, the Contractor shall possess or require the Subcontractor(s) to possess valid appropriate license(s) for the Work being performed.

2-10 AUTHORITY OF BOARD AND ENGINEER. ADD the following:

Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the Engineer under this Agreement.

2-11 INSPECTION. ADD the following:

The City may utilize field inspectors to assist the Engineer during construction in observing performance of the Contractor. The inspector is for the purpose of assisting the Engineer and shall not be confused with an inspector with a City regulatory agency or with a Special Inspector.

Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Contract Documents.

The Contractor's quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor included in the Bid price.

2-14.2 Integration of the Work with Separate Contractors. To the City Supplement, ADD the following:

The Contractor shall prepare a plan in order to integrate the work performed by Separate Contractors, the City Forces, or both with the performance of the Work. The list of Separate Contractors includes:

ADD: 2-17 CONTRACTOR REGISTRATION. The Contractor, Subcontractors, and Suppliers shall register with the City's EOCP via Prism® i.e., the City's web-based contract compliance portal at: <https://pro.prismcompliance.com/contractor/plugins/pages/contractormenu.aspx>.

The Contractor shall ensure that proposed Subcontractors and Suppliers have completed the registration prior to Notice of Intent to Award. If the Contractor fails to have its Subcontractors and Suppliers registered after the NTP has been issued, the City will withhold a minimum of 10% in addition to the Retention from all invoices submitted until the Contractor and all listed Subcontractors and Suppliers are properly registered in PRISM.

SECTION 3 – CHANGES IN WORK

3-3.2.2 Basis for Establishing Costs (a) Labor, City Supplement, first and second paragraphs, DELETE in entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified

Public Accountant. The Contractor shall use the City provided form i.e., "PUBLIC WORKS PAYROLL REPORTING FORM" which is available at <http://www.sandiego.gov/eoc/pdf/payrollreport.pdf> to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

The payment for payroll records shall be included in the various Bid item unless a separate Bid item has been provided.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.1 General. First paragraph, ADD the following:

Other standard items or materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Special Provisions. For a list of these items or materials, the Contractor may refer to the Contract Documents.

4-1.3.5 Special Inspections. To the City Supplement, ADD the following:

Special Inspection and testing by the Special Inspectors shall meet the minimum requirements of the prevailing Codes and by the City's Development Services Department (DSD) and reference in <http://www.sandiego.gov/development-services/industry/special.shtml>

4-1.5 Certificates of Compliance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

4-1.5 Certificates of Compliance. DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

4-1.6 Trade Names or Equals. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other

Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its list of proposed substitutions for “an equal” (“or equal”) item(s) no later than 5 Working Days after the determination of the Apparent Low Contractor and on a City form when provided by the City.
 1. If the City fails to respond to the Contractor’s substitution proposal within the specified time period, the substitution proposal will be deemed denied.
 2. The Contractor may bring forward a substitution proposal after Award that was denied based on the City’s failure to respond by submitting a “Cost Reduction Proposal” in accordance with 3-1.3.
- b) The request for substitution shall include the following information:
 1. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
 2. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 3. All variations of the proposed substitute from the items originally specified will be identified.
 4. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 5. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City’s review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor’s expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.
- f) The lack of action(s) on the Engineer’s side within the Contractor’s requested time shall not constitute acceptance of the substitution.
- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.
- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer’s prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.

ADD: 4-1.11 Street Lighting And Traffic Signal Materials List. The Contractor shall be responsible for furnishing a Notice of Materials to Be Used at the preconstruction meeting. The list of materials shall identify Bid item number for which the material is to be incorporated, category of material to be supplied, and the name and address where the material can be inspected at the source where it is produced, not the Site. The Notice of Materials to Be Used shall include the following categories of material: signal poles, signal equipment and fixtures, foundation reinforcing steel, conduit, pull boxes, and conductor or cable. The Notice of Materials to Be Used form is provided in the Contract and shall be used to provide the required material information.

Certificates of Compliance conforming to 4-1.5, "Certificate of Compliance" are required for the major construction material categories identified above. A sample Certificate of Compliance is provided in the Contract. Certificates shall be furnished, to the Engineer, before the material is brought on the Site.

The payment for the material certification process shall be included in the lump sum price for the traffic signal system or be distributed in individual bid items if no lump sum quantity is identified in the bidding documents.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.2 Commencement of Work. To the City Supplement, DELETE the following:

1st sentence of the 2nd paragraph and the 5th paragraph in its entirety.

6-7.1 General. To the City Supplement, ADD the following:

- d) If weather condition is suitable, the Contractor shall complete each street segment within 15 Working Days from the day the slurry seal or asphalt overlay is placed. Each completed segment shall include other incidental Work items e.g., weed abatement, damaged asphalt pavement replacement, asphalt patching, resurfacing, striping, markings, raised pavement markers, and inlet markers.

ADD: 6-8.1 Completion. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.1 Completion. The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.

6-8.2 Acceptance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.2 Acceptance. Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.

6-8.3 Warranty. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.3 Warranty. Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 3 years:
 - 1. Work under Section 500 (requires Long Term Warranty Contract (LTWC))
 - 2. DWT Construction (requires manufacturer's warranty)
 - 3. LED signal modules (requires manufacturer's warranty)
 - 4. Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
- d) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- f) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- g) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- h) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- i) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- j) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

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 this contract.

ADD: 7-3.1 Policies and Procedures.

- a) You must procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or subcontractors.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) 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 this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.
- d) 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.
- e) 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 this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

ADD: 7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

- a) 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.
- b) 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).
- c) 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.

- d) All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

- a) 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”).
- b) All costs of defense must be outside the limits of the policy.

7-3.2.3 Commercial Pollution Liability Insurance. As required by the Engineer.

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.

7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance. As required by the Engineer.

- a) You must provide at your expense or require Subcontractor to provide, as described below Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
- b) All costs of defense must be outside the limits of the policy. The deductible must not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you must be approved separately in writing by the City.
- c) For approval of the substitution of Subcontractor's insurance you must certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
- d) 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. Occurrence based policies must be procured before the Work commences and must be maintained for the duration of this contract. Claims Made policies must be procured before the Work commences, must be maintained for the duration of this contract, 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 under this contract without advancing the retroactive date.
- e) 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.

ADD: 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 Eligible Surplus Lines Insurers (LESLI 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.

ADD: 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.

ADD: 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.
 1. 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.
 2. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) Your products, or (c) premises owned, leased, controlled, or used by you.

7-3.5.1.2 Primary and Non-Contributory Coverage.

The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of the Contractor's 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. As required by the Engineer.

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.

7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements. As required by the Engineer.

7-3.5.4.1 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.

7-3.5.4.2 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.

7-3.5.4.3 Severability of Interest.

For Contractors Hazardous Transporters 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.

ADD: 7-3.6 Deductibles and Self-Insured Retentions.

You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

ADD: 7-3.7 Reservation of Rights.

We reserve 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. We 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.

ADD: 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.

ADD: 7-3.9 Excess Insurance.

Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

ADD: 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance). As required by the Engineer.

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

7-4 WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

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

- a) In accordance with the provisions of §3700 of the California Labor Code, you must provide at its 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.
- b) Limits for this insurance must be not less than the following:

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

- c) By signing and returning this 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 will 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.

7-5.2 Caltrans Encroachment Permit. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) The City has applied for the Caltrans Encroachment Permit unless specified otherwise in the SSP.
- b) The Contractor shall pay for and secure the permit prior to construction regardless of which party has applied for it.
- c) The Contractor shall arrange and pay for inspection as required by Caltrans.
- d) The Contractor shall be solely responsible for permit processing delays that result from incomplete or inaccurate information provided by the Contractor to the City or the Caltrans.

ADD: 7-6.2 Pre-construction Meeting. Prior to the commencement of any Work, the Engineer will schedule a pre-construction conference. The purpose of this conference is to establish a working relationship between the Contractor, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

7-8.6 Water Pollution Control. ADD the following:

- a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.
- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.
- c) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

Based on a preliminary assessment by the City, this contract is subject LUP Type I.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, "CHANGES IN WORK."

7-10.1 Traffic and Access. To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two 2 Working Days prior to construction activities affecting the agencies:

| | | |
|----------------------------|--------------------------------|-------------------------|
| Fire Department Dispatch | (Street or alley closure) | (858) 573-1300 |
| Police Department Traffic | (Street or alley closure) | (858) 495-7800 |
| Street Division/Electrical | (Traffic signals) | (619) 527-7500 |
| U.S. Navy | (32nd Street Naval Station) | (619) 556-1319 |
| Underground Service Alert | (Any excavation) | (800) 422-4133 |
| MTS | (Street Closure and Bus Stops) | (619) 238-0100 Ext 6451 |

7-10.6 Traffic Plate Bridging. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day shall be protected by adequately designed barricades and structural steel plates [plates] that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from authorities concerning the use of any bridging proposed on the Work.

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.
- c) For the minimum thickness of plates refer to Table 7-10.6(A):

Table 7-10.6(A) - Trench Width / Minimum Plate Thickness

| Trench Width | Minimum Plate Thickness |
|-----------------|-------------------------|
| 10" (0.25 m) | 1/2" (13 mm) |
| 1'-11" (0.58 m) | 3/4" (19 mm) |
| 2'-7" (0.80 m) | 7/8" (22 mm) |
| 3'-5" (1.04 m) | 1" (25 mm) |
| 5'-3" (1.6 m) | 1 1/4" (32 mm) |

For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the Engineer.

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.
- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.

- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
 - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
 - ii. Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.

- h) The Contractor shall be responsible for maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the City's station 38, or a member of the public of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for the City to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. Failure by the Contractor to comply may result in automatic grounds suspension of permit, Contract, or both.
- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for traffic plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

PART 2 - CONSTRUCTION MATERIALS

SECTION 207 – PIPE

207-17.1 General. ADD the following:

All House Connection Sewer Laterals shall use acceptable stainless steel shielded couplings manufactured by Mission, Fernco or approved equal.

ADD: 207-17.2.3 Pipe Manufacturer. Pipe, fittings, couplings, and joints as manufactured or distributed by J-M Manufacturing Company shall not be used on this contract.

207-26.1.1 Polymer Concrete Water Meter Boxes. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Boxes and covers to be installed in traffic areas shall have a reinforced polymer concrete frame and cover designed for AASHTO H-20 traffic loading. Boxes and covers to be installed in non-traffic areas shall have reinforced polymer concrete reader lids designed for A-10 traffic loading in accordance with ASTM-C857. Traffic areas are defined as any location in which vehicular traffic is evident or highly likely under normal conditions. Non-traffic areas are locations with no vehicular traffic. Covers shall have a logo reading "PUD WATER" as well as the manufacturer's name or logo

cast in the polymer concrete surface. A cover and lid selected at random shall be tested. The cover and lid shall support without failure a total vertical load of at least 1,000 pounds, when supported in a horizontal position in the meter box. The load shall be applied to the center of the lid by a cylindrical pin, 1,952" in diameter, supported on a 2-thick rubber pad.

Unless provided for as a separate Bid item, payment for Polymer Concrete Box shall be included in the Bid item for water services.

207-26.1.5 Polyvinyl Chloride Pipe 2" Only. To the City Supplement, DELETE in its entirety.

SECTION 216 – DETECTABLE WARNING TILES

216-1.2 Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Materials for DWT specified herein shall be per the City's Approved Materials List (AML). The tiles shall have the manufacturer's logo stamped permanently on the product with identifying information such as model number and type.

- a) The Stainless Steel Cast in Place DWT shall be of 16 gauge Type 304L with an integral micro-texture non-slip surface stamped into the stainless steel plate on the top of the domes and in the field surface between the domes. It shall have an ultra violet stabilized coating.
- b) Vitrified Polymer Composite (VPC) Cast in Place DWT shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. VPC Product shall be provided with a 5-year manufacturer written warranty form materials and installation.
- c) For others materials and a complete listing of material physical property requirements refer to the City's AML.

PART 3 – CONSTRUCTION METHODS

SECTION 302 – ROADWAY SURFACING

302-1.9 Traffic Signal Loop Detectors. To the City Supplement, DELETE the second paragraph and SUBSTITUTE with the following:

Traffic detector loops shall be reinstalled prior to resurfacing of the related street within 15 days from completion of all preparatory work including milling, cutting and grinding. The Contractor shall contact the City of San Diego's Street Division, Traffic Signal Maintenance at 619-527-8052 north of Interstate 8 or 619-527-8053 south of Interstate 8 to request loop layout.

ADD: 302-5.2 Pavement Restoration Adjacent to Trench. Pavement restoration adjacent to trench shall include the replacement of existing pavement adjacent to the proposed trench and outside the trench limits, that was previously broken or displaced.

Prior to the commencement of the Work, the Contractor shall meet with the Engineer and determine the limits of the pavement to be replaced. If the Contractor does not meet with the Engineer before removing the pavement, all replacement outside the limits of the proposed trench resurfacing shall be at the Contractor's expense.

Existing pavement shall be removed in accordance with Section 300-1.3.2. Prior to pavement restoration, existing subgrade shall be prepared in accordance with 301-1, "SUBGRADE PREPARATION." If any existing unsuitable subgrade as determined by the Engineer is encountered, it shall be replaced with imported backfill in accordance with 306-1.3.7, "Imported Backfill" prior to preparation.

302-5.2.1 Measurement and Payment. Payment for pavement restoration adjacent to trench will be made on a square foot basis as shown in the Bid in accordance with 302-6.8, "Measurement and Payment." Unless Bid includes separate Bid item(s), the following shall be included in the payment for pavement restoration adjacent to trench:

- a) saw-cutting existing edges,
- b) removal and disposal of existing pavement,
- c) subgrade preparation including imported backfill material,
- d) form work,
- e) placement, curing, and protection of new pavement, and
- f) placing class "F" asphalt where required.

302-6.1 General. To the City Supplement, Last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Prior to placing concrete, existing subgrade shall be prepared in accordance with 301-1, "SUBGRADE PREPARATION."

If any existing unsuitable subgrade, as determined by the Engineer, is encountered it shall be replaced in accordance with 300-2.2, "Unsuitable Material."

302-6.8 Measurement and payment. To the City Supplement, DELETE in its entirety.

302-13.4 Application. To the City Supplement, DELETE the second paragraph and SUBSTITUTE with the following:

Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or pockets of entrapped air. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee. The width of sealant remaining on the surface shall not exceed 1.5" on either side of the crack. Any debris blown onto adjacent gutters, sidewalks, parkways, medians, intersections or other areas shall be removed prior to the end of the Working Day.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1.2.14 Thrust Blocks and Anchor Blocks. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

At least 10 Working Days prior to construction of thrust blocks and anchor blocks for 16" and larger water mains, the Contractor shall excavate via potholing and expose the soil to the depth of the proposed water main at locations approved by the Engineer. The Engineer will confirm the design when shown on the Plans or will provide the design details within 10 Working Days after the Engineer has observed the exposed Site.

If there are conflicts with adjacent utilities that prohibit the installation of the concrete blocks, the Contractor shall immediately notify the Engineer.

306-1.4.8 Televising Sewer Mains and Storm Drains. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD: 306-1.4.8 Televising Sewer Mains, Sewer Laterals, and Storm Drains.

306-1.4.8.1 General. The Contractor in coordination with the Engineer shall televise new sewer mains and storm drains, rehabilitated existing sewer mains when performing parallel replacement to locate existing laterals, and existing sewer pipe segments and laterals after the cleaning process and prior to commencing rehab work. The Contractor shall provide the video records with compressed audio in digital file format on digital video discs (DVD's).

306-1.4.8.2 Submittals. The Contractor shall make several submittals during construction as follows:

- a) The Contractor shall provide an initial submittal at the start of televising work demonstrating the typical video and audio quality to be provided for acceptance by the Engineer. This submittal shall note any proposed changes to the specification listed below regarding video format, data processing, compression or other conditions for review and approval by the Engineer.
- b) When televising existing mains proposed to be replaced, the Contractor shall provide the televising DVD(s) and a red-lined set of Plans showing the location of the existing laterals to the Engineer before constructing the new sewer mains. Service lateral video inspection shall be submitted on a separate DVD.
- c) Post Cleaning Videos prior to rehabilitation of mains - The Contractor shall televise the sewer pipe segments after the cleaning process has been completed and prior to commencing rehabilitation work. If point repairs are necessary, the Contractor shall identify the location of the proposed point repairs and submit the post cleaning video within 5 Working Days of completion of the segment cleaning and at least 5 Working Days prior to commencing the rehab work to obtain prior approval by the Engineer. The Engineer will review each video submittal within 10 Working Days of receiving submittal. Each video submittal shall be limited to 20 segments. The post cleaning video for the remainder of the mainline segments shall be submitted in accordance with 2-5.3, "Submittals."
- d) Post Cleaning Videos for rehabilitated laterals or lateral launch videos - The Contractor shall televise the lateral segments after the cleaning process has been completed and prior to commencing any work on laterals. The post cleaning video for service lateral launch shall be submitted within 5 Working Days of segment cleaning. The Engineer will review each video submittal within 10 Working Days of receiving each submittal. Each DVD submittal shall be limited to 20 segments. The video inspection shall include inspection of service lateral a minimum of 30' in length from the mainline or up to the property line unless an obstruction is encountered.

If the property line clean-outs are not known to exist, service lateral video may be obtained with camera equipment designed to launch into the service lateral from the mainline or access from the private property with homeowner's permission. Each service lateral shall be identified by the Facility Sequence Number (FSN) of the mainline (when FSN are included in the Contract Documents) and the address of the property which it serves.

Failure to comply with these specifications may result in one or more of the following:

- i. A delay of the review and approval of the submittal(s).
 - ii. Delay in progress payments.
 - iii. Require the Contractor to re-televising the pipelines at no cost to the City.
- e) Final Televising, Post-Rehabilitation Videos and Red-lines – New sewer mains shall be inspected by CCTV and recorded on DVD not less than 22 working days after completion of permanent trench restoration and finished grading, but prior to final resurfacing. The Contractor shall review the DVD for any discrepancies or deficiencies in the installation of the pipe or liner. The Contractor shall notify the Engineer at least 30 Working Days in advance of the anticipated date that Acceptance will be requested. If the specified advance notice is not given, Acceptance and bond release may be delayed.
- f) Ten Working Days shall be allowed for the Engineer to review each individual video disc of each and every reach documented on that particular videodisc. In the event that any deficiencies are discovered by the Engineer or City, either by the Contractor's televising or the City's re-televising, 5 Working Days shall be allowed for City to judge whether the deficiencies or sags are repairable, in place. If the judgment is made that the deficiencies are non-repairable in place, the affected portion(s) shall be reconstructed at no cost to the City. The Contractor shall not be entitled to Contract Time extension due to delays resulting from correcting deficiencies or sags as determined by televised inspections.

- i. The City reserves the right to re-televising any new sewer main after the placement of permanent trench restoration and before final acceptance to determine the existence and extent of any foreign material or obstructions such as cement grout, wood, rocks, sand, concrete, or pipe fragments, and any structural deficiencies, or sags precipitated by the permanent trench restoration operations or other items of Work.

Post-rehabilitation videos shall be submitted within 30 days of completion of the Work. The final video recording shall clearly show the condition of the liner with ends sealed at the manholes, service lateral and connection seals. The submittal of this final video recording shall also include MS Access database and marked up Field Book pages or Plans as attachments. Failure to deliver the submittal(s) within the time identified or if a total of more than 20 segments are submitted in a single video may result in one or more of the following:

1. A delay of the review and approval of the submittal(s).
2. Delay in progress payments.
3. Require the Contractor to re-televising the sewer main segments.

306-1.4.8.3 Video Operator Qualifications. The video operator shall have at least 1 year of experience with a project of a similar nature within the last 3 years.

306-1.4.8.4 Equipment for Televising. Camera and lighting quality shall be suitable to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer pipe or storm drain for all conditions encountered during the work. The equipment shall be capable of televising the entire length from manhole to manhole in one direction. When televising storm drains/sewer mains the camera shall be capable of scanning the joints for 360 degrees.

If necessary, the Contractor shall provide a self-propelled camera, capable of extended videotaping lengths and operation in remotely accessed areas without direct vehicular access. The system used to move the camera through the pipe shall not obstruct the camera's view. The remote-reading footage counter device which measures the distance traveled by the camera in the pipe shall be displayed on the television monitor and shall be accurate to plus or minus 1' (0.3 meters) in 1000' (300 meters) (+0.3m:300 meters). The Contractor shall calibrate the measuring device each day with a known distance to the satisfaction of the Engineer prior to starting the inspection and videotaping process.

306-1.4.8.5 Televising Procedures.

- a) The Engineer shall be notified a minimum of 2 Working Days in advance of televising. The entire televising inspection process shall be done in the presence of the Engineer.
- b) The Contractor shall clean the sewer mains prior to televising as necessary to adequately perform the video recording operations.
- c) The camera shall be moved through the sewer at a uniform rate, stopping when necessary to ensure proper documentation of the condition of the sewer line but in no case shall the television camera be pulled at a speed greater than 30' (9 meter) per minute. The camera shall be moved by means of power cable winches or self propelled tractors at each manhole, and rotating the camera head at each lateral connection, defect, or both to allow for adequate evaluation. The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a measuring device. Footages shown on the DVD(s) shall coincide with horizontal lengths from stationing as shown on the plans. Footage measurements shall begin at the centerline of the upstream manhole or storm drain access point, unless permission is given by the Engineer to do otherwise. Both pre and post video inspections shall be submitted to the Engineer.
- d) Televising shall be done in one direction for the entire length between manholes. Each section shall be isolated from the remainder of the storm drain or sewer line with the upstream sewage flow bypassed as required. Sufficient water shall be supplied to the isolated section to cause drainage reaching the downstream manhole prior to televising. If existing flows are high, pre-construction video inspection can be done with partial flow. Depth of the flow shall not exceed:
 - i. 6" - 10"(150 mm. - 250 mm) pipes - 20% of the pipe diameter.
 - ii. 12" - 24" (0.3 meters - 0.6 meters) pipes - 25% of the pipe diameter.
 - iii. 27" (0.7 meters) and up pipe - 30% of the pipe diameter.
- e) The Contractor shall televise the pipeline with maximum flow diverted from the pipeline. In the event that the existing flow is interfering with the video operation, a bypass shall be performed by the Contractor to lower the flow volume sufficiently to allow for a clear video picture.
- f) Obstructions may be encountered during the course of the internal inspection that prevents the travel of the camera. If an obstruction is not passable, the Contractor shall withdraw the equipment and begin internal inspection from the opposite end of the sewer reach. Should an additional obstruction be encountered after employment of the equipment from the opposite end of the sewer and no means are available for moving the television camera past the obstruction, the Contractor shall notify the Engineer, and the inspection shall be cancelled or postponed until the obstruction is removed. The Contractor shall remove the obstruction by excavation, repair or any other means approved by the Engineer, at no additional cost to the City.

After the obstruction has been removed, the Contractor shall continue with the CCTV inspection. A reverse setup, if necessary, shall be performed by the Contractor at no additional cost to the City. Should the camera get stuck in the sewer, the Contractor shall be responsible for all costs involved in extracting it. Costs related to difficulties encountered during internal television inspection are incidental to the Contract and claims, therefore, will not be considered.

- g) Defects such as offset joints, cracks in the pipe, and inflow shall be pointed out, quantified verbally, and projected on CCTV video disc. The Contractor shall use the standard owner's video disc introduction, abbreviations, log sheet forms, and severity code with legend when recording the line segment information. The Contractor shall notify the Engineer of any additional damage found and obtain prior approval from the Engineer for additional point repairs.
- h) Original DVD shall be submitted to and shall become the property of the City. DVD's will be reviewed by the Engineer for focus, lighting, sound, clarity of view, and technical quality. Videos recorded while a camera has flipped over in the process of traveling and the viewing of laterals, obstructions or defects that are blocked by cables, skids or other equipment will not be accepted. Sharp focus, proper lighting, and clear distortion-free viewing during the camera operations shall be maintained. Failure to maintain these conditions will result in the rejection of the video disc by the Engineer. Video recordings, if unacceptable to the Engineer, shall be repeated at no additional cost to the City.
- i) The City reserves the right to re-televisé any reach of the pipeline following the cleaning, pipe installation and rehabilitation activities, but before Acceptance, to determine the existence and extent of any foreign material or obstructions such as cement grout, wood, rocks, sand, concrete, or pieces of pipe, and any structural deficiencies, or sags preventing the completion of the Work.
- j) Final CCTV. The Contractor shall clean the line with high pressure water jetting equipment and a sewer ball prior to performing mandrel, air test or both, or as specified by the Engineer. For the final video inspection, the City will require a dry pipe. During the post-video inspection, the camera shall stop at each lateral connection, focus on the bottom of the opening and then make one slow clockwise observation around the perimeter of the lateral which clearly shows the quality of the connection. If the Contractor fails to properly show and document any of the lateral openings, the Contractor will be required to re-televisé that section of pipeline at no additional cost to the City.
- k) The Contractor shall not be entitled to any additional contract time due to delays resulting from the need to correct any deficiencies, either repairable or non-repairable, in place, as determined by televised inspections.

306-1.4.8.6 DVD and Final Report Requirements. The Contractor shall provide all video with audio in digital file format on DVD's. Audio and written documentation shall accompany all DVD(s) submitted to the Engineer.

a) DVD Requirements

- i. One file shall be provided for each manhole to manhole pipe segment or for each manhole to manhole inspection video.
- ii. The filename shall incorporate the unique facility identifier provided by the City and the date of the inspection. The facility identifier numbers will be manhole numbers, with adjacent manhole numbers identifying pipe sections. The facility identifier number(s) shall be compatible with the data input features of the

- reporting software i.e., number of available input digits, fields, or both.
- iii. DVD recordings shall be in color and in MPEG2 format. The minimum video bit rate shall be 4.7 Mega bits per second (Mbps) and minimum audio bit rate shall be 128 Kilo bits per second (Kbps). Out-of-focus video recording or low quality and blurred pictures due to steam or smudged camera lens, or portions thereof, shall be cause for rejection of the video recording.
 - iv. The camera source image capture shall provide a high resolution image with a minimum of 640x480 pixels capture. The video shall be at 30 frames per second.
 - v. The video will be captured and compressed so as to reduce file size as much as possible while still meeting the needs of the City. The compression shall be in accordance with MPEG2 format. The video files shall be highly compressed, resulting in an anticipated average file size of maximum 10 MB per minute of video.
 - vi. The compression shall not significantly degrade the still frame quality of the video or audio signal from the original source video, as judged in a side by side viewing under normal viewing conditions.
 - vii. During post-installation CCTV inspections, the Contractor shall utilize one of the following video camera systems: a rotating-lens camera (articulating head) or a pan and tilt camera.
 - viii. The Contractor shall use a dual recording system and submit post video inspection discs to the inspector, subsequent to recording.
 - ix. The Contractor shall ensure visibility and lighting with minimum glare and without any dark or shadowy regions appearing on the final video disc.
 - x. The Contractor shall pan and tilt the camera and pause for at least 15 seconds at each lateral connection to adequately show and document that the saddle has been installed properly for new installations and that the lateral opening has been reestablished for rehabilitation and lining in accordance with 500.1.1.7.a, "Miscellaneous."
 - xi. The television camera shall produce a continuously-monitored high-quality picture, capable of discerning all major and minor structural defects in the pipeline. The post-installation CCTV inspection will document all defects which may affect the integrity or the strength of the pipeline, such as cracks, roughness, fins, or folds. The Contractor shall repair or replace all defects, at no additional cost to the City, which in the opinion of the Engineer may affect the hydraulic condition of the pipe liner.
 - xii. Each DVD submittal shall include the following:

Visuals

1. Adequate view of the upstream and downstream manholes or storm drain access points. The direction of the survey upstream or downstream.
2. A pause at and zoom in on the lateral connections for at least 15 seconds for identification of the condition of the connection.
3. A pause at and zoom in on the indentified defects sufficient for identification of the type of problem.
4. Identified fault conditions or defects, see Appendix for Standardized City Condition and Defect Codes.

5. Each pipe section shall be identified by FSN, manhole numbers and the street name. If shown on the Plans, station numbers and sheet numbers shall also be identified.
6. A continuous read-out of the camera distance from the starting manhole to the end point at all times.
7. Pipe size.
8. Pipe or liner material, see Appendix for Material Description and Code.

Audio

1. Date of CCTV inspection.
2. Confirmation of each section to be CCTV inspected i.e., narrative of manholes, storm access points or station numbers, or FSN's and direction upstream or downstream.
3. Description of pipe size lined on post and final videos, material liner type for post and final videos and pipe joint length.
4. Description and location of each defect.
5. Description and location of each service connection.
6. Include brief but informative comments on data of significance, including, but not limited to, the locations of unusual conditions, type and size of connection, collapsed section, the presence of scale and corrosion, and other discernible features.

Written Documentation

1. Date of CCTV inspection.
2. Printed labels on DVD number, location information, date of inspection, and other descriptive information.
3. Location, size, material, and length of pipe.
4. Direction of flow and measurement "From" manhole or storm drain access point or station number "To" manhole or storm drain access point or station number or FSN.
5. File numbers itemizing individual segments.
6. Sketch showing the street and cross streets where the CCTV inspection was made.
7. Description and location of each defect or deficiency and a list of all proposed repairs.
8. Description and location of each connection.
9. A menu which lists files for each pipe section to be inspected and the date of the inspection.

b. Final CCTV inspection reports

- i. The Contractor shall provide reports of final inspection results of pipeline televising and conditional assessments utilizing a MS Access database reporting software.
- ii. This information shall be in tabular form, and include but not be limited to the following information: pipeline run from upstream to downstream manhole, location of defects in feet from upstream manhole, description of the defect, and other pertinent information. The reports shall also

show all service lateral connection locations. The inspection reports shall incorporate and utilize a standardized City's rating system to be provided for comprehensive evaluation of pipeline, manhole condition, or both, i.e., a standardized listing of facility condition and defect codes. Pipe condition and fault information tied to pipe location shall also be recorded in the Report.

- iii. The file naming convention for video files consists of 32 characters, including the extension. The structure includes the following: "(field book page start)-(manhole ID start)-(field book page end)-(manhole ID end)-(hhddmmyy).wmv" where the field book pages and manholes IDs are 4 characters in length and hhddmmyy signifies the hour, day, month and year of the inspection, respectively. An example filename may be "F18S-0045-F18S-0046-14150604.wmv".
- iv. See Appendix for televising inspection pipe database structure, table formats and standardized city condition, defect codes and digital video filename. Final reports shall follow these requirements.

306-1.4.8.7 Tolerances.

- a) For underground sewer or storm drain conduit installations, the maximum operational tolerance for sag shall be 1/2". When televised inspection is used to check for sag, a calibrated 1/4" diameter steel bar, mounted in front of the camera, shall be used to measure the depth of sag.
- b) For rehab work, tolerances shall be in accordance with 500-1.4.9, "DEFECT TOLERANCES".
- c) If the Engineer determines that the deficiencies or sags are non-repairable in place, the affected portion(s) shall be reconstructed in accordance with 6-8, "COMPLETION, ACCEPTANCE, AND WARRANTY."

306-1.4.8.8 Payment. The payment for cleaning and televising sewer mains or laterals and storm drains shall be included in the unit price Bid items for cleaning and televising sewer mains and storm drains, televising sewer mains for final acceptance, or lateral launch videos. If a Bid item has not been provided, the payment shall be included in the payment for the proposed pipe.

306-1.6 Basis of Payment for Open Trench Installations. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Second paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The unit price bid for pipe and conduit in place shall be considered full compensation for all wyes, tees, bends, monolithic catch basin connections, and specials shown on the Plans; the removal or restoration of interfering portions of existing sewers, storm drains, and existing improvements as shown on Plans; the closing or removing of abandoned conduit and structures; the excavations of the trench; the control of ground and surface waters; the preparation of subgrade; placing, joining and testing pipe; backfilling the trench; permanent resurfacing; disposal of excess excavation; temporary resurfacing when not a Bid item; and all other work necessary to install the pipe or conduit, complete in place.

Third paragraph, after the word "backfill" ADD: "disposal of all excess excavation,"
ADD the following:

- a) The Unit Price bid for thrust and anchor blocks shall include the payment for the thrust blocks and anchor blocks for water main 16" and larger.
- b) Thrust blocks and anchor blocks for water mains 12" and smaller shall be included in the Bid item for water mains.
- c) Payment for subsurface investigations e.g., potholing for thrust blocks and anchor blocks for water mains 16" and larger shall be included in the Bid item for water main.
- d) Payment for meter assembly shall be included in the various Bid items unless a pay item has been provided for Meter Assembly. The concrete pad, fence, gate, associated piping, and coordination with City Forces shall be included in the payment for the meter assembly.
- e) Payment for valves, fire hydrant assembly and marker, fire service assembly, fire service connection, and backflow preventer shall be included in the unit price Bid items for Valves, Fire Hydrant Assembly and Marker, Fire Service Assembly and backflow preventer, Fire Service Connection, and Backflow Preventer.
- f) Removal of existing Fire Hydrant and all appurtenant work shall be included in the Bid item for Fire Hydrant and Assembly and Marker.
- g) Payment for underdrains shall be included in the unit Bid item for "Underdrains."
- h) The quantity of filter fabric to be paid for will be measured in square yards of the area covered, not including additional fabric for overlap. The quantity of permeable material to be paid will be measured by tons.

306-1.7 House Connection Sewer (Laterals) and Cleanouts. To the City Supplement, 2nd paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Laterals shall be replaced and shall include a cleanout at property line. Lateral connections at the property line shall be made with stainless steel shielded couplings. The Plans show the approximate location of the laterals. Connections at the main shall be made using a "wye" cut-in. Saddle connections shall not be permitted.

ADD: 306-13.2 Pipe Separations. Pipe installation shall be in compliance with the State's health standards for separation and the following:

- a) The Contractor shall notify the Engineer immediately if sewer and water pipes, whether existing or proposed, are found to be closer than 4' horizontally or 1' vertically.
- b) When a proposed water main is installed above an existing sewer main, no connection joints shall be within 8' outside the sewer main crossing on both sides.
- c) When a proposed water main is installed below an existing sewer main, no connection joints shall be within 10' of the sewer main crossing on both sides.
- d) When a proposed sewer main is installed above an existing water main, no connection joints shall be within 10' outside the water main crossing on both sides.
- e) When a proposed sewer main is installed below an existing water main, no connection joints shall be within 4' outside the water main crossing on both sides.
- f) Dimensions shall be measured from outside pipe wall to outside pipe wall.
- g) If 1' vertical separation cannot be maintained between proposed and existing utilities, 6" – 11" sand cushion per 200-1.5, "Sand" and 1" neoprene pad shall be installed as shown on Plans. The neoprene pad shall be 1" thick and wide enough to extend a minimum of 6" horizontally beyond the outside pipe wall. Neoprene pads shall have hardness between 50-70 durometers, as manufactured by Hoffmeyer Company, Industrial Rubber Supply, or approved equal. The neoprene pad shall be installed immediately below or on top of the existing utility. The sand cushion shall be placed between the neoprene pad and the proposed pipe.

306-13.3 Utility Crossings. To the City Supplement, DELETE in its entirety.

306-14 WATER SERVICES. To The City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD: 306-14 WATER SERVICES. Each service shall have its own meter unless specified otherwise on the Plans. Water Services shall conform to 207-25, "POLYVINYL CHLORIDE (PVC) PRESSURE PIPE" and 207-26, "PIPE APPURTENANCES."

PART 7 – WATER WORKS

SECTION 700 – WORK INVOLVING THE CITY FORCES.

To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

700-1 CITY FORCE WORK.

700-1.1 General.

- a) This subsection covers items of Work that involve coordination with and the services provided by the City Forces. The Contractor shall provide those services that are typically provided by the City Forces, in accordance with the applicable Specifications Specifications here if:
 1. additive alternates are awarded, or
 2. those services are shown on the Plans or in the Bridging Documents.
- b) The City Forces or the Contractor will be responsible for providing the residents with water service, by means of high-lining (i.e., temporary above ground supply lines), during construction as shown on the Plans.
- c) Only City Forces will isolate the water system, and perform all shutdowns by closing valves on water mains. Trial shutdowns will be performed by the City at all shutdown locations.
- d) The City's Public Utilities Department, (619) 527-7423, shall be notified by the Contractor 20 Working Days prior to beginning of Work that involves high-lining, cutting and plugging of, or making connection to the exiting water mains. The beginning of the Work shall be scheduled at the pre-construction meeting. The City is responsible for cost of the City Forces work. The Engineer will coordinate all interactions between the Contractor and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations.
- e) The Work shall be done in accordance with the applicable AWWA standards and State Department of Public Health codes.
- f) The Contractor shall reconnect existing fire services and fire hydrants, after the acceptance of the new water main. The Contractor shall re-energize fire services and shall coordinate the Work with the property owner(s). The Contractor shall reconnect water services to the meters.

700-1.2 High-lining.

700-1.2.1 High-lining by the City Forces.

700-1.2.1.1 Furnishing Materials. If required in the Contract Documents and a separate Bid item is provided for Contractor furnished materials for City Force's highline work, the Contractor shall furnish the necessary materials for the City Forces' highline work as shown on the Plans to the

City. The Contractor shall coordinate closely with the City Forces for the delivery of materials. The delivery location for furnished materials shall be determined by the City Forces. No materials shall be delivered to the City until the City Forces are ready to construct their work. **Unless otherwise specified in the Contract Documents**, the City will retain the high-lining materials at the end of construction if the City performs the high-lining.

700-1.2.1.2 High-Lining Removed by the Contractor. If the City Forces are not available to remove the high-lining materials, the Engineer will direct the Contractor to pickup and deliver all the City high-lining materials to Water Operations Division at: Chollas Station, 2797 Caminito Chollas, San Diego, CA 92105.

The City's Water Utilities coordinator, (619) 527-7423, shall be contacted by the Contractor 5 Working Days before delivery of the high-lining material. After removal of high-lining materials, the Contractor shall repair all trenches created for the installation of the high-line and remove all excess temporary resurfacing materials. No high-lining materials shall be removed until the City Forces have disconnected the high-line from the water system.

700-1.2.1.3 Payment. The payment for the furnished material for the City Force high-line work shall cover materials (i.e., fittings, valves, and hardware) including delivery and unloading. The Contractor will be paid under the Bid item for "Contractor Furnished Materials for the City Forces High-line Work."

If the Contractor requests the City Forces to high-line in excess of what is shown on the Plans, those costs for high-lining will be borne by the Contractor and billed to the Contractor. Costs will be billed at the current hourly rates (loaded) according to the schedule available for the Public Utilities Department.

If high-lining by Contractor is awarded under "Additive Alternate," payment for high-lining removed by Contractor shall be included in the unit price bid for "High-lining by the Contractor". Otherwise, if the City Forces install the high-line system and the Contractor is requested to remove the high-lining and deliver at the City designated location, payment shall be in accordance with the unit price bid for "High-lining Removed by Contractor" in the base Bid.

700-1.2.2 High-lining by the Contractor. When required, the Contractor shall bypass sections of the existing water main line with a temporary above-ground supply line (high-line) as shown on the Plans and in phases shown on the Schedule.

- a) The Contractor shall furnish all high-line materials.
- b) The Contractor shall provide the Engineer a schedule for the high-line work at least 20 working days prior to work required by the City Forces (e.g., connections or disconnects).
- c) Contractor shall phase the Project such that all structures in the area are within 1,000 feet of an active fire hydrant, measured using streets, private roads, or other routes driven by emergency vehicles. Phases are required so that the high-line provides sufficient water pressure to affected properties.
- d) The Work includes shutoff valves at intersections to isolate sections of the high-line if there is a leak or break to minimize the water service shutdowns.

- e) The high-line system shall have a dual feed and provide continuous full service to connected water services until the new water main line is installed and in operation. The Work shall be coordinated, scheduled, and performed to minimize disruption of water services during installation and removal of the high-line system.
- f) The Contractor shall flush, disinfect, and leak test the high-line in accordance with the applicable codes and regulations prior to connection work beginning.
- g) The Contractor will perform connections to high-lining system and disconnects to meters and fire hydrants, after the City has verified the high-lining system has passed bacteriological testing.

Bacteriological sampling and testing will be performed by the City Water Quality Laboratory.

- h) The Contractor shall ensure proper installation, pressure control, or operation of the high-line to avoid damage to water users' property and related public health and safety issues.
- i) The Contractor shall transfer the new fire services and water services to the meter after the new mains have been accepted. While making the transfers the Contractor shall, once service is interrupted, diligently pursue the required work until service has been fully restored.
- j) The Contractor shall notify the Engineer 5 Working Days prior to any work that will affect water service. The Contractor shall prepare and distribute, after approval by the City, written notification 3 Working Days prior to starting Work on any water main that will affect service. This notification shall be delivered door-to-door to water users in the affected area. A copy shall be delivered to the Engineer on the date of user notification.

For each service connection, the Contractor shall also notify the customer immediately prior to beginning work which will interrupt service and will again notify the customer immediately after the service is restored.

The Contractor shall notify all consumers with fire services 20 Working Days in advance of any shutdown.

- k) The Contractor shall dismantle and remove the high-line system from the Site, and restore streets, gutters, fire hydrants, and other disturbed facilities and surface improvements within 5 Working Days from the time the reconnections are completed.
- l) Parallel mains, fire services and water services which are not high-lined shall be connected to the meter by the Contractor only after the adjacent sections of the new main have been fully constructed, hydrostatic and chlorine residual tested, and certified acceptable by the Public Utilities Department.
- m) Cleanliness of the main shall not be compromised; otherwise, the Engineer will decide whether re-disinfection is required at the Contractor's expense.

Services shall be thoroughly flushed by the Contractor prior to restoration of water supply to customer's premises.

700-1.2.2.1 Reference Specifications, Codes, and Standards. Reference specifications, codes, and standards shall be the latest unless a specific code issue date, edition, or adoption date is specified.

- a) The Work shall be in accordance with the applicable parts of the following codes and safety regulations:
 - i. Uniform Fire Code.
 - ii. Uniform Mechanical Code.
 - iii. Uniform Plumbing Code.
 - iv. City of San Diego Water and Municipal Sewer Approved Materials List, where applicable.
 - v. State Department of Public Health (previously known as DHS), Office of Drinking Water publication titled, "Approved for Service Isolation in California Public Water Systems."
 - vi. Applicable the City, local, state, and federal codes and regulations.

- b) The Work shall be in accordance with the following commercial and industrial standards:
 - i. ANSI/AWWA C606 - Grooved and Shouldered Pipe Joints.
 - ii. ASTM A53 - Specification for Pipe, Steel, Black and Hot-Dipped Zinc Coated, Welded and Seamless.
 - iii. ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - iv. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dipped) on Iron and Steel Hardware
 - v. ASTM A307 - Specification for Carbon Steel Bolts and Studs, 6,000 PSI Tensile Strength.
 - vi. ASTM A395 & 536 - Specification for Snap-Joint Coupling grade 65 45-15 and grade 64-45-12 coating orange enamel.
 - vii. AWWA C511 - Standard for Reduced Pressure Principle Backflow Prevention Assembly.
 - viii. AWWA C651 - Disinfecting Water Mains

700-1.2.2.2 Submittals. Prior to the start of the Work, the Contractor shall submit the following in accordance with 2-5.3, "Submittals:"

- a) Itemized list of high-lining materials to be used, including information on:
 - i. which parts are new and which have been used before and,
 - ii. verification that used parts have only been used to convey potable water.

- b) Catalog data for all high-lining materials and components required.

- c) High-line system installation and detail drawings (i.e., shop and working drawings) prior to ordering or purchasing material.

- d) High-lining schedule prior to ordering or purchasing material of any part of the high-lining system.

- e) Traffic control drawings to Traffic Control Section and shall obtain a permit a minimum of 2 Working Days (5 Working Days when the work affects a traffic signal) prior to ordering or purchasing material of each phase of the high-lining system.

700-1.2.2.3 Quality Assurance. The high-lining system shall be flushed, tested for leaks, and disinfected in accordance with 700-1.2.2.7, "Start-Up Procedures" and shall pass the specified bacteriological tests prior to connection.

700-1.2.2.4 Materials. Materials may have been used previously, but shall be in good working condition, free of defect, and have only been used to convey potable water. The Contractor shall procure pipe, fittings, adapters, materials, and components required for a complete and operable high-lining system installation. Products and materials shall be suitable for the intended purpose and recommended by the manufacturer for the application intended. Hoses shall be used only at corners and curves and for connections to user's service meter(s).

- a) Pipe. Pipes shall be fabricated largely in sections of 2" Galvanized steel pipe and conform to the following:
 - i. ASTM A53 or other equal ASTM galvanized pipe standard.
 - ii. Minimum wall thickness shall be Schedule 40 (0.154").
 - iii. Pipe ends shall be machine cut or rolled for grooved couplings and fittings in compliance with ANSI/AWWA C606.
 - iv. Fittings and Couplings.
- b) Fittings and Couplings. Fittings shall be ductile iron. Fittings and couplings, including tees, wyes, elbows, , reducers, caps, plugs, and adapters, shall have standard flexible grooved mechanical joint connections in compliance with ANSI/AWWA C 606. Minimum pressure rating shall be 200 psig.
 - i. Housing material shall be ductile iron coated with the manufacturer's standard painting system. Coupling gasket material shall be standard Ethylene-Polypropylene Diene Monomer (EPDM) rubber.
 - ii. Couplings shall be Victaulic Style 78 or approved equal.
 - iii. The branch outlet of reducing tees shall be 1" male pipe thread. Connections of standard tees shall be grooved.
 - iv. Grooved elbows with 11¼, 22½, 45 and 90-degree bend angles will be required to configure the high-line piping system to existing bends and contours at the Site.
 - v. Manufacturers: Victaulic, Mech-Line, or approved equal.
- c) Meter connections.
 - i. For meters up to 1" size, the connections shall be 90-degree, long radius, brass elbow couplings with a swivel meter nut on one end and male pipe threads on the other.
 - A. The swivel meter nut shall be sized to fit the specific meter. The male pipe thread end shall be fitted with a galvanized steel "Chicago" two (2)-lug, quarter-turn, quick disconnect hose fitting-to-female pipe thread fitting.
 - B. Manufacturers: James Jones Co., Ford Meter Box Co., Inc., or approved equal.
 - ii. For meters larger than 1", the connections shall be elbows with a 2-bolt Class 125 flange on one end and female pipe threads on the other.
 - A. The flange shall be sized to fit the specific meter. The female pipe thread end shall be fitted with a short pipe thread to grooved connection adapter nipple.

- B. Alternately, the assembly can be a 2-bolt Class 125 flange-to-male pipe thread fitting, a threaded pipe elbow, and a short pipe thread-to-grooved connection adapter nipple.
 - C. Manufacturers: James Jones Co., Ford Meter Box Co., Inc., or approved equal.
 - D. Bushings, reducers, and adapters. The City Forces will be responsible for all fit-up and connections in the system. The Contractor shall provide all bushings, reducers, and adapters required to connect the high-line system to the existing fire hydrants, meters, and other facilities at the Site. Bushings, reducers, and adapters shall be provided at no additional cost to the City.
 - E. Pipe-to-hose adapters. For 1” hoses, the adapter shall be a 1”, galvanized steel, “Chicago” 2-lug, quarter-turn, quick disconnect hose-to-female pipe thread fitting.
 - F. Fire hydrant-to-pipe connectors, the actual connection to the live fire hydrant shall be a brass or bronze 1.5” female fire hydrant thread to 2” male pipe thread fitting.
- d) Bolts and Fasteners. Bolts and fasteners, including bolts, nuts, and washers, shall meet the minimum requirements of ASTM A 307, and shall be hot dipped galvanized according to ASTM A 153. Bolts shall be installed with nuts face down.
- e) Valves.
- i. Pipe shutoff valves shall be 2”, lever handle, two-position, manual butterfly valves with grooved mechanical connections in compliance with ASTM C 606. Minimum pressure rating shall be 200 psig.
 - A. Housing material shall be ductile iron coated with the manufacturer’s standard painting system. Seal material shall be standard EPDM rubber.
 - B. Manufacturers: Victaulic, Mech-Line, or approved equal.
 - ii. Curb stop valves shall be bronze full-port ball valves without handles.
 - A. Seats shall be molded Buna-N rubber or other approved material. The ball shall be Teflon-coated brass or bronze. Approved plastic ball materials will be considered as substitutes.
 - B. Size shall be 1-inch with female pipe thread connections. Other sizes and end connections may be required to accommodate specific user connections.
 - C. Manufacturers: James Jones Co., Ford Meter Box Co., Inc., A. Y. McDonald Mfg. Co., or approved equal.
- f) Hoses.
- i. User connection (Service Meters).

For meters up to 1”, the hose shall be a 1” standard general service air compressor hose with EPDM cover and 300 WP rating. End connections shall be galvanized steel, “Chicago” 2-lug, quarter-turn, quick disconnect fittings banded to the hose.

Manufacturer: Thermoid, or approved equal.
 - ii. Curves and curbs.

Hose shall be 2" standard general service air compressor hose with EPDM cover and 300 WP rating. End connections shall be galvanized steel grooved mechanical end fittings in compliance with ASTM C606 banded to the hose.

Manufacturer: Thermoid, or approved equal.

g) Check Valves.

- i. Check valves shall be swing check type with grooved mechanical connections in compliance with ASTM C606. Minimum pressure rating shall be 200 psig.
- ii. Housing material shall be ductile iron coated with the manufacturer's standard painting system. Seal material shall be standard EPDM rubber.
- iii. Manufacturers: Victaulic, Mech-Line, or approved equal.

h) Backflow Preventers.

- i. Shall meet the requirements of AWWA C511.
- ii. Manufacturer and model shall be approved by Department of Public Health (previously known as DHS).

i) Pressure Regulators.

- i. If required, the Contractor shall provide 2" pipe size of bronze or ductile iron construction. Materials, coatings, seals, diaphragms, and trim shall be approved for potable water service. Connections shall be pipe threaded union couplings.
- ii. Pressure ratings and regulation ranges shall be approved for the pressure zones involved.
- iii. Manufacturer: Braukmann or approved equal.

j) Temporary Asphalt (Coldmix). Temporary asphalt shall be provided by the Contractor on a unit price basis.

k) Pipe Supports.

- i. Shall be adjustable type and fabricated from galvanized carbon steel.
- ii. Manufacturers: Grinnell, Tolco, or approved equal.

700-1.2.2.5 Construction.

a) Authorization. The Contractor shall not order/purchase material of any part of the high-lining system without an approved submittal and written authorization by the Engineer.

b) Workmanship.

- i. Contractor workmanship shall meet the accepted standards of the trades involved.
- ii. High-lining system shall be installed and maintained such that it is neat, orderly, and leak-free, and shall be arranged to minimize interference with or present a hazard to normal usage of streets, sidewalks, driveways, and other affected facilities.
- iii. High-lining system shall be installed in such a manner that it does not cause flooding to the surrounding area.
- iv. Excess materials and debris shall be removed from the Site by the end of the Working Day on which they are generated.

- c) Water Users Notification. The Contractor shall coordinate the Work to minimize the duration of water shutdowns and outages.
- d) Emergency Telephone.
 - i. The 24-hour Emergency Services telephone number which shall be listed in user notifications, imprinted on safety barricades, and posted in the Work area shall be the Contractor's emergency number.
 - ii. On receipt of notification of a problem in the work area, the Contractor shall immediately notify the Engineer and Water Operations Division (City Forces). In case of emergency e.g., life threat, the Contractor shall contact Emergency Services.
- e) Repair and Maintenance.
 - i. The Contractor shall maintain the temporary asphalt ("coldmix") protective ramps for the duration of the high-line installation. Coldmix damage discovered or reported shall be repaired that same day by the Contractor.
 - ii. The Contractor shall repair and maintain the high-line system during Normal Working Hours.
 - iii. The Contractor shall provide replacement parts needed for highline repairs. Leaks or damage shall be repaired within one hour of discovery or reporting. These repair criteria shall apply to leaks or damage arising for any reason, including vandalism and damage by Contractor personnel, equipment, or work activities.
 - iv. If the repair involves any disassembly of the system, the Contractor shall disinfect and flush the affected components according to AWWA C651. This will be done in the presence of the City Public Utilities Department, Water Operations Division employee familiar with the water system.
 - v. Repair work shall be inspected and approved by the Engineer and the City Public Utilities Department, Water Operations employee familiar with the water system. At the sole discretion of the Engineer, the Contractor shall be billed separately for **non-responsive** or otherwise unacceptable repair and maintenance work that the City must do to restore any service.
- f) Problem Reporting. High-line system problems discovered or reported and corrective actions taken shall be documented in the Contractor's daily log and reported to the Engineer within 24 hours of the discovery or report.
- g) Traffic Control. The Contractor shall provide traffic control for all high-line work.
- h) Schedules and Timing.
 - i. The time required to furnish and install the high-lining system as a whole or in accordance with phases, shall be included in the Contract Time. The high-lining schedule shall be submitted to the Engineer for review and approval in accordance with 2-5.3, "Submittals."
 - ii. The Contractor shall coordinate high-lining operations such that the Project's Schedule is not affected or delayed
- i) Installation of High-line Piping System.
 - i. The high-line piping system shall be installed in accordance with the approved schedule.

- ii. Piping phases shall be installed in loop systems, with a fire hydrant connection to the water supply at each end.
 - iii. The high-line piping system shall be inspected and approved by the City Public Utilities Department, Operations Division familiar with the water system via the Engineer prior to the City Forces charging the system with potable water or connecting to any user service line.
 - iv. The high-line piping shall be installed along both sides of streets to supply water service connections to water meters. Meter service connection shall not be routed across a roadway, driveway, or other area subject to vehicular traffic.
 - v. Shutoff valves shall be installed at each fire hydrant connection, along the piping runs at the check valve, on either side of high-line tee fittings for user connections to all meters and at the ends of cul-de-sac blind runs to permit flushing. The lever handles shall be removed from the valves to prevent unauthorized operation.
 - vi. The 2-bolt grooved couplings shall be installed with the bolts oriented as shown on Figure 5, Typical Curb Piping Runs. This orientation permits the pipe to be laid closer to the curb and is less susceptible to damage by auto traffic. To prevent damage to auto tires, coupling bolts shall not extend beyond the thickness of the nut when installed and tightened.
- j) Fire Hydrant Connection.
- i. The fire hydrant connection shall be laid as shown in the Standard Drawings or **details included in the Contract Documents** for Fire Hydrant High-lining Connection. The Contractor shall make the final connection to the fire hydrant system.
 - ii. The Contractor shall use elbows of different bend angles as required to align the connection fittings parallel to the sidewalk or curb.
 - iii. In situations where the fire hydrant is located such that piping must cross a sidewalk, piping shall be routed under the sidewalk surface in a 6" wide x 6" deep saw cut trench by the Contractor. The trench backfill and temporary asphalt surface shall be tamped and compacted to provide a smooth, safe surface for the duration of the high-lining by the Contractor. Routing the pipe above the sidewalk shall not be permitted.
- k) User Connection (Service Meters).
- i. The Contractor shall furnish and install all material and labor as specified; the Contractor shall connect the water services to the system, see Standard Drawings or the **details included in the Contract Documents** for Residential User High-lining Connection.
 - ii. Connection to meters sized up to 1-inch shall be as shown in or the **details included in the Contract Documents** for Residential User High-lining Connection.
 - iii. Connection to meters 1½" and larger shall be made with 2" galvanized steel pipe with grooved connections.
 - iv. A shutoff valve in the user connection line shall be provided at the high-line tee fitting.
 - v. Meters 1½" and larger typically have 2-bolt flanged connections. Provide adapters as required to connect to specific meters.
 - vi. Sidewalk crossings may be routed above ground and ramped with temporary asphalt (coldmix), see Standard Drawings or the **details included in the Contract Documents** for Driveway High-lining Crossing or Curb Ramp High-lining Crossing, Typical Driveway or Handicapped Access Crossing, and as required elsewhere in this subsection.

- vii. Field cut, groove, and fit 2" galvanized steel pipe, as required to make user connections. Sections of the high-line piping shall be cut such that service tees are as close as possible to the user meters and service connection hose or piping length is minimized.
- viii. Provide barricades and cones as required by the approved Traffic Control Plan, at service tees and meters, and as required to ensure public safety.

l) Roadway Crossing and Trenching.

- i. Portions of the high-line system should be trenched and buried by the Contractor to avoid interference with roadways.
- ii. Wherever piping is required to cross a roadway, piping shall be routed below the roadway surface in a 6" wide x 6" deep (approximate dimensions) saw cut trench. Routing the pipe above the roadway shall not be permitted. The trench backfill and temporary asphalt surface shall be tamped and compacted to provide a smooth, safe surface for the duration of the high-lining.

m) Vehicle Driveway or Curb Ramp Crossing.

Wherever the high-line piping crosses a vehicle driveway or curb ramp crossing, the piping shall be provided with temporary asphalt crossing ramps as shown in the Standard Drawings or the **details included in the Contract Documents** for Typical Driveway or Curb Ramp Crossing. The temporary asphalt crossing ramps shall be tamped and compacted to provide a smooth, safe surface for the duration of the high-lining. The temporary asphalt crossing ramps shall be constructed such that they do not interfere with normal storm water or other drainage flows. They shall not divert drainage flows either into the street or onto adjacent properties. Where required to achieve proper drainage, sections of galvanized steel piping shall be installed in the crossing ramp parallel to the high-line piping to allow for drainage past the crossing ramp. Crossing ramp installations shall be inspected and approved by the Engineer

n) Corners and Curves.

- i. Routing the high-lining system around corners and curves shall typically be accomplished by use of 2" hose.
- ii. A 2" shutoff valve shall be installed at each end of the curve.
- iii. Portions of corners and curves with driveways or curb ramps shall be crossed with galvanized steel pipe as shown on the Standard Drawings or **the details included in the Contract Documents** for Driveway or Curb Ramp High-lining Crossing. Use of hose shall not be permitted at these crossings.
- iv. Corners and curves with bend radii too short to be accommodated by hose shall be routed with short sections of galvanized steel pipe and grooved elbows of different bend angles. Pipe shall be cut, grooved, and fitted in the field as required.
- v. Portions of the piping and fittings extending 12" or more from the curb shall be protected with temporary asphalt covering of not less than 1 inch thickness above the pipe and fittings. The temporary asphalt covering shall be sloped over the pipe and tamped in place to provide a durable surface.

700-1.2.2.7 Start-up Procedures.

- a) System leak test. The Contractor shall:
 - i. Charge the system with available water pressure, bleed the system of air, and verify that the entire system is filled.
 - ii. Visually inspect the system for leaks and repair any leaks discovered. The system will not be accepted by the Engineer until all leaks are repaired.

- b) Flushing, disinfection, and bacteriological testing of high-line mains.
 - i. The Contractor shall not use the high-lining system to fill and flush any main or piping.
 - ii. After the high-line system is fully assembled but not hooked-up to the consumer meters, the Contractor shall flush the piping with potable water from a commercial metered source until the effluent is clear and free of dirt and debris. The Contractor shall designate the disposal of flushing water via approved methods.
 - iii. The Contractor shall disinfect the high-lining piping according to AWWA C651 and 306-1.4.7, "Disinfection."
 - iv. The transport, storage, and handling of disinfection materials shall be in accordance with the CFR 1910.120, Hazardous Waste Operations and Emergency Response, CFR 49.12 Hazardous Materials Regulations, and the General Industry Safety Orders of the California Code of Regulations, Title 8, Section 5194.
 - v. Pipeline disinfection shall be accomplished with calcium hypochlorite tablets. Short pipe sections, valves, fittings, and similar small portions of the system shall be disinfected with a solution of sodium hypochlorite.
 - vi. The Contractor shall notify the Engineer 5 Working Days in advance of the date that the high-line system will be disinfected and ready for bacteriological testing.
 - vii. The City Water Quality Laboratory will collect samples from three points in the high-lining piping. Two points shall be from taps near the fire hydrant connections at each end, and one from a tap near the center of the piping.
 - viii. The City Water Quality Laboratory shall perform bacteriological testing in accordance with AWWA C651 and the City standards.
 - ix. The high-line system shall not be accepted until two consecutive sets of acceptable samples collected 24 hours apart pass tests administered by the City Water Quality Laboratory, and until written notice of acceptance is issued by the Engineer. The City Water Quality Laboratory shall be the sole judge as to whether or not the test samples meet or exceed the established test criteria.
 - x. In the event that the high-line piping system fails to pass the required bacteriological testing, the Contractor shall re-flush and re-disinfect the lines at no additional cost to the City. Disposal of chlorinated water shall be in accordance with the City standards and regulations. Indiscriminate disposal of chlorinated water shall not be permitted.
 - xi. On acceptance of bacteriological testing, the Contractor shall drain and flush the highline piping system according to AWWA C651 and the City standards. Disposal of chlorinated water shall be in accordance with the City standards and regulations. Indiscriminate disposal of chlorinated water will not be permitted.

- c) Restoration of Normal Service.
 - i. Flushing of the New Main Line. The Contractor shall not flush the new main line with water from the high-line system.

ii. User Hook-up to the New Main Line.

- A. Restoration of user service to the new water main line shall be done only after installation, disinfection, and bacteriological testing of the new water main line is verified by the City, and user connection lines are completed.
- B. Transfer of the water service from the high-line to the new water main line shall be performed by the Contractor.

700-1.2.2.8 Disassembly of High-line System.

- a) After restoration of normal service to water users, the Contractor shall disconnect high-lining from all services and breakdown and fully disassembles the high-line system and removes all high-line construction materials and debris from the area by the end of the Working Day.
- b) The Contractor shall remove all high-lining construction material and debris, and shall restore streets, curbs, gutters, sidewalks, fire hydrants, and other disturbed facilities in accordance with 7-9, "Protection and Restoration of Existing Improvements." Street resurfacing shall be restored in accordance with 302-6, "Portland Cement Concrete Pavement" and City of San Diego Standard Drawings.
- c) High-Lining Materials. High-lining materials shall become the Contractor's property.

700-1.2.2.9 Figures. The Contractor shall refer to the high-lining details **provided in the Contract Documents as appendix** or included as Standard Drawings.

ADD: 700-1.2.2.10 Payments. The Bid item provided for high-lining Work shall cover the Work described in 700-1.2.2, "High-lining by the Contractor" and include the following:

The lump sum bid item for "High-lining by the Contractor" shall be full compensation for furnishing all materials necessary to install the high-lining system, for installing the high-lining system complete and dismantling it after the restoration of normal service to water users, for connections including water services, restoration of the surface improvements, and maintaining and repairing the high-lining system during construction.

700-1.3 Connections to the Existing System. The City Forces will be responsible for making connections and cut-ins to the existing mains as part of the base Bid

700-1.3.1 Connection by the City Forces. The Contractor shall provide the following information about the main prior to connections:

- a) condition of pipes and valves,
- b) type of fitting and joint to which connection is to be made (i.e., construction), and
- c) alignment, elevation, and location of the water main and any fittings.

700-1.3.1.1 Connection by the City Forces When the City Forces Cut and Plug the Existing Main. The City Forces will isolate existing water main to be replaced by the Contractor. The City forces will mark location, elevation, and approximate grade of existing main on street pavement and record this information for future use. The Contractor shall consult and cooperate with the City Forces' supervisor to ensure that the information is understood and used correctly. Within the last 10' to be installed by the Contractor, the Contractor shall install bends, concrete thrust blocks, short lengths of pipe, and other appurtenances necessary to put the new installation on line and grade with the existing pipe.

700-1.3.1.2 Connection by the City Forces When the City Forces Do Not Cut and Plug the Existing Main. The Contractor shall expose the existing water main where the Work ends. The Contractor shall be responsible for determining the elevations of existing water mains and fittings. The new water main shall be at the same grade and parallel alignment as the existing main and shall be no farther away than 1' from the existing water main. At the option of the Contractor, one or two bends or pulled joints may be used to accomplish this condition.

700-1.3.1.3 Furnishing Materials. If required in the Contract Documents, the Contractor shall furnish the necessary materials for the City Forces' connection and cut-in work as shown on the Plans to the City. The Contractor shall coordinate closely with the City Forces for the delivery of materials. The delivery location for furnished materials shall be determined by the City Forces. No materials shall be delivered to the City until the City Forces are ready to construct the work, unless otherwise specified, in writing, by the City.

700-1.3.1.4 Pavement Restoration for the City Forces Final Connection. Within 10 days following the completion of the City Forces final connection work in the Project areas, the Contractor shall remove all temporary resurfacing, saw cut trench area, compact sub-grade and restore affected area with permanent resurfacing in accordance with 302-6, "Portland Cement Concrete Pavement" and City of San Diego Standard Drawings.

700-1.3.1.5 Payment. The payment for the furnished material for the City Force connection and cut-in work shall cover materials (i.e., fittings, valves, and hardware) including delivery and unloading. The Contractor will be paid under the lump sum Bid item for "Contractor Furnished Materials for City Forces Connection and Cut-in Work for Mains 16-inch and Larger."

Traffic control, saw cutting the trench area, trench cap, and other spot repairs in the vicinity of disturbed area at each restored connection shall be included in the Bid item for Pavement Restoration for the City Forces Final Connection. Asphalt Overlay and Slurry Seal will be paid under separate Bid items.

700-1.3.2 Connections to the Existing System by Contractor. If required in the Contract Documents, the Contractor shall make the connection (e.g., cut-in or tie-in) to the existing mains as shown on the Plans, specified in these specifications, and in conformance with the latest standards of the State Department of Public Health. Suitable facilities shall be provided by the Contractor for proper de-watering, drainage, and disposal of all water removed from the excavation and pipe without damage to adjacent property. The Contractor shall locate and expose the existing water main to which connection is to be made prior to and in advance of trenching to permit grade and alignment changes as approved by the Engineer. In the presence of the Engineer or an authorized City Public Utilities Department, Water Operations Division employee familiar with the water system), the Contractor shall make the connections as shown on the Plans regardless of the condition or location of the existing pipe, valves, and fittings with no adjustment in the Contract Price.

700-1.3.2.1 Submittals. The Contractor shall submit Shop Drawings, Working Drawings, and other information in accordance with 2-5.3, "Submittals" prior to start of construction. The drawings and other descriptive material shall adequately describe procedures to be used, materials to be furnished, any related pipeline appurtenances, and trench shoring. Each drawing shall be reproducible original, accompanied by 6 copies of all submitted information. If approved without change or correction, two approved copies will be returned to the Contractor. The Contractor shall include all time impacts of protecting the existing water main in the Schedule.

700-1.3.2.2 Utility Verification for Connection Location. The Contractor shall pothole the location and depth of all utilities to verify that there are no utility conflicts prior to excavation.

The Contractor shall locate and confirm vertical and horizontal locations, size, shape, materials, and construction of existing water mains.

700-1.3.2.3 Notification and Timing of Shutdowns. The Contractor shall coordinate the Work with the City Water Operations Division, and notify them a minimum of 20 Working Days after Engineer's approval of the Contractor's work plan and prior to any shutdown of an existing water line. The City Forces will perform all shutdowns including trial and final attempts. If the Contractor fails to keep the field appointments, the City will bill the Contractor for scheduled the City Forces waiting or standby time and the costs incurred by the City for notification of its customers for the subsequent appointment.

The Contractor shall schedule the requested shutdowns during low demand times. Unless otherwise shown on the Plans, the Contractor shall assume residential areas may be done during the day, and all commercial and industrial areas, including all areas with schools, or businesses, shall be shut down at night. The Contractor shall coordinate with the City's Public Utilities Department to verify the appropriate times prior to construction. The City may refuse to shutdown a water line on the day requested by the Contractor due to operational circumstances (e.g.,, business cannot withstand a shutdown of water at that time; other connecting distribution systems are out of service at the same time; high water demands by customers; etc.) or other reasonable concerns by the City. No request will be denied for arbitrary reasons.

The Contractor shall notify the Engineer 5 Working Days prior to any work that will affect water service. The Contractor shall prepare and distribute, after approval by the City, written notification 3 Working Days prior to starting Work on any water main that will affect service. This notification shall be delivered door-to-door to water users in the affected area. A copy shall be delivered to the Engineer on the date of user notification.

The Contractor shall notify all consumers with fire services 20 Working Days in advance of any shutdown.

700-1.3.2.4 Connection. Prior to connecting to existing water main, the Contractor shall have all personnel, material and equipment ready to connect the fittings to the existing mains to minimize the shutdown time. The City may postpone or reschedule any shutdown operation if for any reason the City determines that the Contractor is improperly prepared with competent personnel, equipment, or materials to proceed with the connection.

When installing a cut-in tee or cross with new valves, reducers or other fittings that is larger than the existing pipe, the new assembly shall be installed at the depth sufficient to allow the valve to remain below the subgrade of the street which may necessitate lowering the existing pipe. The Contractor shall provide and install the entire assembly -including valves and reducers and any other hardware necessary under the City inspection in accordance with the City Standards. The entire assembly shall be connected in advance to facilitate the expedient connection to existing main.

The Contractor shall clean and disinfect the connection in accordance with AWWA C651.

Shutdown of the water main and Connection operations shall be coordinated with high-lining operation and shall be completed within timeline specified in these specifications.

If Connection operation exceeds the time as identified in the notification, causes health and safety risks, or disruption of water service to the consumers, the Contractor shall notify the Engineer and the City's Station 38 at (619) 527-7660 for assistance to provide potable water and temporary high-lines to restore water to the affected consumers. The City will order necessary corrective measures. All costs for corrective measures shall be paid by the Contractor. The Contractor shall be liable to the City for the costs of the City Forces' emergency work.

If existing valves leak excessively once closed during the isolation of the segment that is going to be connected, the Contractor shall use methods at the Contractor's disposal to work with the resulting leakage. If the influx of water cannot be controlled with two 2-inch pumps sufficiently to complete the work, then the shutdown shall be rescheduled, as agreed upon by the City and Contractor.

700-1.3.2.5 Quality Control. The connection Work shall be in the presence of the Engineer or a Public Utilities Department, Water Operations Division employee familiar with the water system. The Contractor shall take every precaution necessary to prevent trench water, dirt or debris from entering the water mains during connection operation.

Under no circumstances shall a non-disinfected water main, which cannot be isolated and has not passed bacteriological test, be connected to an existing disinfected water main.

700-1.3.2.6 Operation of Valves. Valves on the City's water main system shall be cleaned and operated only by the City Forces. The Contractor may exercise valves on services as necessary to complete the Work.

700-1.3.2.7 Repair. If the water main is damaged by the Contractor's operations, the Contractor shall immediately notify the Engineer and the City Water Operations Division representative or the City's Station 38. The City Forces will perform all necessary repairs to the water main. The Contractor shall be liable to the City for the costs of the City Forces' repair work.

700-1.3.2.8 Compaction. Compaction of the trench after installation of the water main shall be in accordance with 306-1.3, "Backfill and Densification."

If the Work is located within a different jurisdiction or agency other than the City or private easement, compaction shall meet the requirements of that agency or utility granting the permit.

700-1.3.2.9 Surface Restoration. The Contractor shall restore to its original grade and condition surfaced areas in accordance with 7-9, "Protection and Restoration of Existing Improvements." After final connection is completed, the Contractor shall remove all temporary resurfacing, compact sub-grade and restore affected area with permanent resurfacing in accordance with 302-6, "Portland Cement Concrete Pavement" and City of San Diego Standard Drawings.

700-1.3.2.10 Payment. "Connection to The Existing System by the Contractor" e.g., cut-in or tie-in will be paid under Bid unit prices for connections, and cut-ins and include furnishing and installing all materials and labor to complete the work. Potholing for and protecting the water main while performing the Work, information essential for making the connection, coordination of Work with the City Forces, scheduling impacts, community outreach, materials and traffic control shall be included in the payment.

700-1.4 Cut and Plug of the Existing System by the Contractor. The cut and plugs of the existing system as part of the base Bid shall be performed by the City Forces.

700-1.4.1 Submittals. The Contractor shall submit Shop Drawings and Working Drawings and other information for the cut and plug of existing water mains in accordance with 2-5.3, "Submittals." The submittals shall adequately describe procedures to be used e.g., distance from valves, thrust blocks for temporary plugs, materials to be furnished, any related pipeline appurtenances, and trench shoring. Each drawing shall be reproducible original, accompanied by 6 copies of all submitted information. If approved without change or correction, 2 approved copies will be returned to the Contractor. The Contractor shall include in the Schedule all time impacts to protect the existing water mains.

The Contractor shall submit traffic control drawings and obtain the Traffic Control Permit from the City prior to the start of the cut and plug and reconnection operations.

700-1.4.2 Utility Verification for Cut & Plug location. The Contractor shall pothole the location and depth of all utilities to verify that there are no utility conflicts prior to excavation.

The Contractor shall locate and confirm vertical and horizontal locations, size, shape, materials, and construction of existing water mains.

700-1.4.3 Notification and Timing of Shutdowns. The Contractor shall coordinate the Work with the City Water Operations Division, and notify them a minimum of 20 Working Days after Engineer's approval and prior to any shutdown of an existing water line. The City Forces will perform all shutdowns. If the Contractor fails to keep the field appointments, the City will bill the Contractor for scheduled the City Forces waiting or standby time and the costs incurred by the City for notification of its customers for the subsequent appointment.

The Contractor shall schedule the requested shutdowns during low demand times, Unless otherwise shown on the Plans, the Contractor shall assume residential areas may be done during the day, and all commercial and industrial areas, including all areas with schools, or businesses, shall be shut down at night. The Contractor shall coordinate with the City's Public Utilities Department to verify the appropriate times prior to construction. The City may refuse to shutdown a water line on the day requested by the Contractor due to operational circumstances (i.e., business cannot withstand a shutdown of water at that time; other connecting distribution systems are out of service at the same time; high water demands by customers; etc.) or other reasonable concerns by the City. No request will be denied for arbitrary reasons.

The Contractor shall notify the Engineer 5 Working Days prior to any work that will affect water service. The Contractor shall prepare and distribute, after approval by the City, written notification 3 Working Days prior to starting Work on any water main that will affect service. This notification shall be delivered door-to-door to water users in the affected area. A copy shall be delivered to the Engineer on the date of user notification.

The Contractor shall notify all consumers with fire services 20 Working Days in advance of any shutdown.

700-1.4.4 Cut and Plug. Prior to cutting and plugging of the existing water mains, the Contractor shall have all personnel, material and equipment ready to minimize the shutdown time. The Contractor shall organize its workforce, equipment and operations to protect the existing water main while performing the Work.

Shutdown of water main and cut and plug operations shall be coordinated with high-lining operation and shall be performed during low demand times and shall be completed within the timeline specified in these specifications.

After isolation of the mains, rarely does a completely dry condition exist in the trench. If the existing valves leak excessively once closed during the isolation of the segment that is going to be plugged, the Contractor shall use methods at Contractor's disposal to work with the resulting leakage. If the influx of water cannot be controlled with two 2-inch pumps sufficiently to complete the work, then the shutdown shall be rescheduled, as agreed upon by the City and Contractor.

If the cut and plug operation exceeds the time as identified in the notification or causes health and safety issues or disruption of water service to the consumers, the Contractor shall notify the Engineer and the City's Station 38 at (619) 527-7660 for assistance. The City will provide potable water and or temporary high-lining to restore water to the affected consumers. The City will order necessary corrective measures.

All costs for corrective measures shall be paid by the Contractor. The Contractor shall be liable to the City for the costs of the City Forces' emergency work.

700-1.4.5 Quality Control. Cut and plug of existing water lines shall be completed in a safe, neat and orderly manner. Plugs shall be capable of blocking pressurized main with no visual leak detected. The Contractor shall take every precaution necessary to prevent trench water, dirt or debris from entering the water mains during the capping or plugging operation.

Cut and plug shall not proceed if the City Public Utilities Department, Operations Division employee familiar with the water system is not present for the duration of the cut and plug.

After the cut and plug operation, the water main and appurtenances shall be disinfected and field tested by the Contractor in accordance with the latest edition of AWWA C651. The City Forces shall take water samples for bacteriological tests in accordance with Section 7 of the AWWA C651.

Suitable facilities shall be provided for proper de-watering, drainage, and disposal of all water removed from the excavation or pipe without damage to adjacent property.

700-1.4.6 Operation of Valves. Valves on the City's water system shall be cleaned and operated only by the City Forces. The Contractor shall exercise valves on services as necessary to complete the Work.

700-1.4.7 Repair. If the water system is damaged by the Contractor's operations, the Contractor shall immediately notify the Engineer and the City's Station 38 or the City Water Operations Division representative. The City Forces will perform all necessary repairs to the water main. The Contractor shall be liable to the City for the City Forces' work for the repair.

700-1.4.8 Surfaced Areas Impacted by Cut & Plug. Surfaces impacted by excavation to install cut and plug shall be temporarily backfilled, resurfaced, and maintained.

700-1.4.9 Payment. Locating e.g., potholing for and protecting the water main, coordination of Work with the City Forces, any scheduling impacts, community outreach, furnishing and installing materials, and traffic control shall be included in the unit price payment for "Cut and Plug of The Existing System by the Contractor."

ADD: PART 8 – ENVIRONMENTAL WORKS

SECTION 800 - REVEGETATION, MAINTENANCE, AND MONITORING

800-1.1 Terms and Responsibilities. For the purpose of these specifications the following definitions and descriptions of the responsibilities shall apply:

Project Biologist – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

An independent third party consultant employed by the Contractor and responsible for overseeing the protection of existing biological resources requirements and the entire revegetation program. The Project biologist shall not be the same as the Revegetation Contractor or Maintenance Contractor. Project Biologist shall review and become familiar with the Contract Documents and shall function under the direction of the Engineer. The Project Biologist shall be an individual or team of individuals with 4-year degree(s) in botany, ecology, landscape architecture, or a related field, and demonstrated experience in habitat restoration and shall be qualified to perform United States Fish and Wildlife Service protocol focused sensitive species surveys as outlined in the biological technical report, CEQA document, local, state and federal resource agency permits or a combination for the Project.

The Project Biologist may be hired by the City **if so specified in the Special Provisions.**

Revegetation Contractor - To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The planting and plant establishment work shall be performed by a qualified Revegetation Contractor to implement the Revegetation Plan. Revegetation Contractor shall possess a landscape Contractor's and pesticide/herbicide license. The Revegetation Contractor shall demonstrate knowledge of native vegetation and invasive weed identification as a part of the Bid. The Revegetation Contractor shall implement the Revegetation Plan in accordance with recommendations provided by the Project Biologist and Engineer.

800-1.8.5 Samples. To the City Supplement, REVISE subsection number to “**800-1.8.10 Samples.**”

800-1.8.6 Substitutions and Changes. To the City Supplement, REVISE subsection number to “**800-1.8.11 Substitutions and Changes.**”

800-2.1 General. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

When required in the Contract Documents, a licensed Revegetation Contractor shall be retained to perform landscape and revegetation work. The Contractor shall submit copies of the Revegetation Contractor's landscape contractor license and pesticide/herbicide license as noted in section 800-1.1 within 5 days of the Bid opening and show references for at least 3 successful native habitat revegetation projects of similar size and complexity in Southern California and provide a current reference for each. The submittals shall be sent to the City Project Manager.

If the proposed licensed Revegetation Contractor is not approved, the Contractor shall re-submit and obtain approval of an alternate licensed Revegetation Contractor at no additional cost to the City prior

to the award of the Contract. Once approved, the licensed Revegetation Contractor shall attend the pre-construction meeting to present and coordinate the revegetation portion of the Project.

SECTION 801 – WATER POLLUTION CONTROL

801-2.9 Post-Construction Requirements. To the City Supplement second paragraph, ADD the following:

The decal-disc inlet markers shall be “das Duracast Curb Marker®” or approved equal.

801-9.3 BMP Requirements. To the City Supplement, ADD the following:

- c) WTAP shall be required when the Project exceeds the Maximum Disturbed Area Requirements unless the grading Work is performed in phases that do not exceed the limit shown on the Plans per phase.

SECTION 803 – ENCOUNTERING OR RELEASING HAZARDOUS SUBSTANCES

803-1 GENERAL. ADD the following:

A health and safety plan for this project has been prepared as set forth in Contract Appendix.

803-16 PAYMENT. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Payment for waste management shall be included in the applicable Bid items as follows:

- a) Preparation of Hazardous Waste Management Plan and Reporting (LS).
- b) Monitoring, Testing, Sampling, Site Storage, and Handling of Soils Containing RCRA Hazardous Waste (TON).
- c) Loading, Transportation, and Disposal of soils containing RCRA Hazardous Waste (TON).
- d) Monitoring, Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil (TON).
- e) Loading, Transportation, and Disposal of Petroleum Contaminated Soil (TON).
- f) Monitoring, Testing, Sampling Site Storage and Handling of Soils Containing Non-RCRA Hazardous Waste (TON).
- g) Loading, Transportation, and Disposal of Soils Containing Non-RCRA Hazardous Waste (TON).
- h) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized RCRA Hazardous Waste (55 Gal DRUMS).
- i) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized Non-RCRA Hazardous Waste (55 Gal DRUMS).
- j) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Universal Waste (EACH).
- k) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Regulated Waste (TON).
- l) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).
- m) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).

Shorter testing time and availability of preliminary results may be required by the Engineer and paid as Extra Work.

SECTION 804 – SEWAGE SPILL PREVENTION

To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

804-1 GENERAL. The Contractor shall observe and comply with the City’s policy of zero spills. **The Contractor shall be liable for all damages and fines associated with sewage spills caused by improper support or damage to the existing sewer facilities.**

The Contractor shall designate a person responsible for the development and enforcement of the Sewage Spill Response Plan, and for ensuring sewer spills are minimized to the maximum extent possible. The Contractor shall provide a status of all bypass related work at biweekly progress meetings as requested by the City.

804-2 SEWAGE SPILL PREVENTION AND RESPONSE PLAN. Prior to the start of construction, the Contractor shall develop and submit to the Engineer, for review and approval, a written Sewage Spill Prevention and Response Plan. The plan shall include sewage spill response plan, spill containment and cleanup plan, staging area, and sewage bypass and pumping plan.

The Sewage Spill Prevention and Response Plan shall be developed to respond to any construction related sewage spill(s). The plan shall include:

- a) Identifying all nearby environmentally-sensitive areas such as waterways, channels, catch basins and entrances to existing underground storm drains.
- b) Making arrangements for an emergency response unit, stationed at or near the Site, comprised of emergency response equipment and trained personnel to be immediately dispatched in the event of a sewage spill(s). This includes field biologists, archaeologists, or both if in an environmentally-sensitive area such as a canyon.
- c) Developing an emergency notification procedure that includes an emergency response team with telephone numbers and arrangements for backup personnel and equipment. The emergency response unit shall be able to dispatch to the Site 24 hours a day 7 days a week including weekends and holidays. The Contractor shall designate primary and secondary representatives, their respective phone numbers, pager numbers, and mobile phone numbers. These Contractor’s representatives shall be accessible and available at all times to respond immediately to any sewer spill event.
- d) Identifying any property owners who may be affected e.g., the City Park and Recreation Department.

At the pre-construction meeting the Contractor will be provided with a list of the City representatives to contact in case of sewage spill(s). In case of a sewage spill(s), the Contractor shall immediately call the Sewage Spill Hotline number at (619) 527-5481 and shall act immediately without instructions from the City, to control the spill and take all appropriate steps to contain it in accordance with the Sewage Spill Prevention and Response Plan and 804-2.1, “Sewage Bypass and Pumping Plan.” The Contractor shall immediately notify the City representatives of the spill and shall report Project name, location, Contractor name, Project Engineer, and Engineer names.

The Contractor shall, within 3 Working Days from the occurrence of the spill, submit to the Engineer a written report describing the following information related to the spill: the location; the nature and estimated volume; the date and time; the duration; the cause; the type of remedial and/or clean up

measures taken (including erosion control measures) and the date and time of implementation; the corrective and/or preventive actions taken to avoid further spills; equipment used in spill response; and the environmentally-sensitive habitat such as a water body, if any, impacted and results of any necessary monitoring. The Contractor shall provide a list of who from the City was notified, date and time of notification, date and time the Contractor was notified of the spill, date and time the Contractor arrived on Site.

The Engineer may institute further corrective actions, as deemed necessary, to fully comply with existing laws, ordinances, codes, order or other pertinent regulations. In addition to any penalties provided by federal, state, and local laws, the Contractor shall be responsible for all costs incurred for the corrective actions including mitigation measures (habitat restoration, etc.) and obtaining after-the-fact permits if necessary, in environmentally sensitive areas. These permits include but are not limited to those from the City Planning Department Development Services, California Coastal Commission, U.S. Army Corps of Engineers and the California Department of Fish and Game.

It shall be the Contractor's responsibility to assure that all field forces, including Subcontractors, know and obey all safety and emergency procedures, including the Sewage Spill Prevention and Response Plan applicable to the work, to be maintained and followed at the Site. If in an environmentally sensitive area, such as canyon, stream, or lagoon, impacts shall be minimized. Crews shall be aware at the start of the job of any sensitive environmental habitats, breeding season restrictions, etc.

The Contractor shall prevent spills when working on sewer lines, such as when making temporary connection, when connecting new lines into the sewer system, ensuring no laterals are connected to mains being abandoned, ensuring diversions are appropriately installed, and diversions are completely removed when finished so there are no blockages. The Contractor shall not trap debris and discharge rock or debris downstream. Avoidance of streams is paramount unless authorized via permits.

The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from any sewage spill caused or claimed to be caused by the Contractor's action or failure to take measures to prevent a spill. **The Contractor shall be responsible for payment of any fines assessed against the City for such sewage spills.** The Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active or sole negligence or willful misconduct of the City, its agents, officers or employees.

The Contractor shall obtain and maintain an additional insurance coverage for Pollution Liability with its limits and requirements as set forth in 7-3.5.3, "Contractors Pollution Liability Insurance Endorsements." The limits and requirements for Pollution Liability shall be in an amount sufficient to cover potential losses from sudden and accidental pollution. Unless otherwise provided for in the Bid Proposal, all costs associated with the requirements for Sewage Spill Prevention and Response Plan, including additional insurance, shall be included in the prices for other related Bid items.

804-2.1 Sewage Bypass and Pumping Plan. The Contractor shall submit to the Engineer for approval, a Sewage Bypass and Pumping Plan at least 15 Working Days prior to implementation of flow diversion in compliance with the City's policy of "ZERO SPILLS." The Sewage Bypass and Pumping Plan shall indicate the sequence of diversion operations, all other operations the Contractor will establish to maintain wastewater service during the construction period, and a quality assurance and quality control plan for the diversion Work. The Sewage Bypass and Pumping Plan shall include an emergency response plan indicating the procedures, equipment, and activities that will be implemented in the event of an emergency shutdown or failure of the flow diversion equipment used

for construction. The Contractor shall be responsible for implementation of the emergency plan in accordance with 804-2 "Sewage Spill Prevention and Response Plan".

The Contractor's Sewage Bypass and Pumping Plan shall be reviewed and approved by the Wastewater Collection Division of the City before flow can be diverted. No deviation from the approved Sewage Bypass and Pumping Plan will be allowed without prior approval from the Engineer.

The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders, and regulations which in any manner affect the conduct of the work, specifically as it relates to sewage spills. The Contractor shall be fully responsible for preventing sewage spill(s), containing any sewage spill(s), recovery and legal disposal of any spilled sewage, any fines, penalties, claims and liability arising from negligently causing a sewage spill(s), and any violation of any law, ordinance, code, order, or regulation as a result of the spill(s).

The Contractor shall exercise care not to damage existing public and private improvements, interrupt existing services or facility operations which may cause a sewage spill(s). Any reasonably anticipated utility or improvement which is damaged by the Contractor shall be immediately repaired at the expense of the Contractor. In the event that the Contractor damages an existing utility or interrupts an existing service, which causes a sewage spill(s), the Contractor shall immediately call the emergency number at (619) 515-3525.

The Contractor shall exercise care not to damage any sensitive habitats or historic resources unless authorized via the discretionary permit and Mitigation, Monitoring and Reporting Program approved by the City.

The Contractor shall provide all facilities, labor, power, and appurtenances necessary to divert wastewater flows as necessary to allow proper installation of the pipeline and/or manhole linings.

The Contractor shall submit as part of their Sewage Bypass and Pumping Plan their monitoring procedure and frequency and shall continuously monitor the flow levels downstream and upstream of the flow diversion to detect any possible failure that may cause a sewage backup and spill(s). The Contractor shall maintain a log of the monitoring and provide daily copies to the Engineer in a manner acceptable to the Engineer.

The Contractor shall inspect and maintain the diversion system daily, including the back-up system. The Contractor shall submit with their Sewage Bypass and Pumping Plan their maintenance procedures and frequency. The Contractor shall maintain a log of all inspection, maintenance and repair records, and provide copies to the Engineer upon request in a manner acceptable to the Engineer.

The Contractor shall size the flow diversion system to handle the peak flow and shall include a 100% backup in the flow diversion system. The Contractor shall provide temporary means to maintain and handle the sewage flow in the existing system as required to complete the necessary construction. The Contractor shall utilize the flow diversion system to mitigate any additional wet weather flows, perform the necessary maintenance and repairs on the flow diversion system, and exercise and ensure the operation of the backup system. Each pump, including the backup pumps, shall be a complete unit with its own suction and discharge piping. The Contractor shall operate the backup flow diversion system for a minimum of 25% of the total diversion time on a weekly basis. The backup flow diversion system shall be fully installed, operational, and ready for immediate use. The diversion system shall be hydraulically tested with clean water prior to wastewater flow diversion. The

Contractor shall demonstrate to the satisfaction of the Engineer that both the primary and backup flow diversion systems are fully functional and adequate, and shall certify the same, in writing, to the Engineer in a manner acceptable to the Engineer.

The Contractor shall provide one dedicated fuel tank for every single pump or generator, if fuel or generator driven pumps are used. The Contractor shall provide an emergency standby power generator, if electric power driven pumps are used. The Contractor shall provide a fuel level indicator outside each fuel tank. The Contractor shall continuously (while in use) monitor the fuel level in the tanks and ensure that the fuel level does not drop below a level equivalent of two hours of continuous flow diversion system operation. The Contractor shall take the necessary measures to ensure the fuel supply is protected against contamination. This includes but is not limited to fuel line water traps, fuel line filters, and protecting fuel stores from precipitation. The Contractor shall monitor all hoses and repair leaks immediately.

804-2.2 Payment Unless a Bid item has been provided, full compensation for the Sewage Bypass and Pumping Plan, its implementation e.g., labor, facilities, equipments, power, appurtenances and incidental, shall be included in the payment for sewer main.

SECTION 805 – WATER DISCHARGES

805-2.7 Payment. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Payment for dewatering will be made as follows:

- a) The Allowance Bid item for Permit and Discharge Fees shall cover the payment for fees and the associated expenses e.g., water samples and lab testing for obtaining permits.
- b) The payment for dewatering contaminated water containing hazardous substances and to bring the discharged water to the level that is in compliance with the permitting agencies' requirements and water quality standards will be included in the Allowance Bid item for "Dewatering Hazardous Contaminated Water."
- c) The payment for dewatering contaminated water containing non-hazardous substances will be included in the Lump Sum Bid item for "Dewatering Non-Hazardous Contaminated Water."
- d) For the payment for handling and disposal of the hazardous contamination, see 803-16 (l), (m), "Payment."
- e) The payment for preparing health and safety plan shall be included in the various Bid items unless a Bid Item has been provided.

SECTION 807 – RESOURCE DISCOVERIES

807-1.2 Archeological and Native American Monitoring Program. To the City Supplement, DELETE in its entirety and SUBSTITUTE within the following:

Unless specified otherwise in the Contract Documents, the Contractor shall retain a qualified archaeologist approved by the City's Environmental Analysis Section (EAS). In addition to being approved by EAS, and within 5 working days of the bid opening, the Contractor must provide a list of 3 successful local projects the archaeologist completed in the last 5 years, and provide a current

reference for each. The City shall verify the information provided and only qualified monitors shall be accepted. The archeologist shall retain the appropriate Native American representative. Archeologist and the Native American representative shall attend the pre-construction meeting. The areas shown on the Plans subject to monitoring are approximate. The archeologist shall confirm the sites and implement the required monitoring per Contract Appendices.

If a discovery is made, the Contractor's archaeological monitor shall make a determination as to whether excavation in the area must cease or can continue. The time the Contractor waits for this determination from their monitor cannot be claimed as delay time.

Unless included in the payment for the proposed item of Work e.g., utility main, the full compensation for archaeological and Native American monitoring program and report preparation, as prescribed in Contract Appendices, shall be included in the contract Bid item for archaeological and Native American monitoring program.

If any significant archaeological sites are known to exist in the project area, they will be shown in the Archaeological Data Recovery Program as part of Appendix A. In the event of a significant discovery, foreseen or unforeseen, and if no bid item for Archaeological and Native American Mitigation and Curation is included in the Contract, the Contractor shall be entitled to additional compensation in accordance with 3-3, "Extra Work", for implementation of a Mitigation Program as set forth in Contract Appendices.

807-1.3 Paleontological Monitoring Program. To the City Supplement, DELETE in its entirety and SUBSTITUTE within the following:

Unless specified otherwise in the Contract Documents, the Contractor shall retain a qualified paleontologist approved by EAS. In addition to being by approved by EAS, and within 5 working days of the bid opening, the Contractor must provide a list of 3 successful local projects the archeologist completed in the last 5 years, and provide a current reference for each. The City shall verify the information provided and only qualified monitors shall be accepted. The paleontologist shall attend the pre-construction meeting. The areas shown on the Plans subject to monitoring are approximate. The paleontologist shall confirm the sites and implement the required monitoring in Contract Appendices.

Unless included in the payment for the proposed item of Work e.g., utility main, the full compensation for paleontological monitoring program and report preparation, as prescribed in Contract Appendices, shall be included in the Contract Bid item for paleontological monitoring program.

If a discovery is made, the Contractor's paleontological monitor shall make a determination as to whether excavation in the area must cease or can continue. The time the Contractor waits for this determination from their monitor cannot be claimed as delay time.

In the event of a significant discovery, and if no bid item for Paleontological Mitigation and Excavation is included in the Contract, the Contractor shall be entitled to additional compensation in accordance with 3-3, "Extra Work," for implementation of a Mitigation Program as set forth in Contract Appendices.

807-1.4 Archaeological and Native American Mitigation and Curation. To the City Supplement, DELETE in its entirety and SUBSTITUTE within the following:

In the event of a significant Native American or archaeological discovery foreseen or unforeseen and after consultation with EAS staff, the Contractor shall implement a mitigation program as set forth in Contract Appendices. In accordance with the Mitigation and Monitoring Reporting Program, the mitigation program shall include but not be limited to, preparation and implementation of an Archaeological Data Recovery Program (ADRP), recovery, sorting, cleaning, cataloging/identifying/analyzing, curation (bagging, placement into archival boxes, delivery to an appropriate institution, and any fees required by the institution), and reporting, of artifact remains. The Archaeological Principal Investigator (PI) as defined in the MMRP shall make a recommendation if all or a portion, (i.e. representative sample) of the items discovered need to be curated.

Work for mitigation shall be paid from the Allowance Bid item for Archaeological and Native American Mitigation and Curation. The Contractor shall provide the Engineer with invoices for the Work performed, including the invoice from the archaeological monitor in the format shown in the attached Appendix, and be reimbursed from the amount allocated.

If there is an ADRP or known site that is indicated in the Contract Documents, the payment shall be included in the Allowance Bid item for Archeological and Native American Mitigation and Curation.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

EXHIBIT G
PROPOSAL

EXHIBIT G

PROPOSAL

Bidder's General Information

To the City of San Diego:

Pursuant to "Invitation to 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 (when provided), 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 _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Name of each member of partnership [indicate character of each partner, general or special (limited):

(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

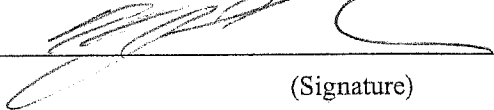
(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted Cass Construction, Inc.

(2) Signature, with official title of officer authorized to sign for the corporation:



(Signature)

Kyle P. Nelson

(Printed Name)

President

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of California

(4) Place of Business (Street & Number) 1100 Wagner Dr.

(5) City and State El Cajon, CA Zip Code 92020

(6) Telephone No. 619-590-0929 Facsimile No. 619-590-1202

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "INVITATION TO 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, C57

LICENSE NO. 298336 EXPIRES 4/30, 20 13

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): 95-2904966

E-Mail Address: mhuse@cassconstruction.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.

Signature  Title President
Kyle P. Nelson

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____, 20____.

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

EXHIBIT H

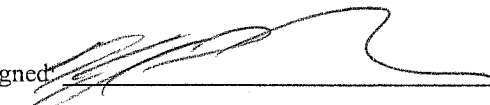
**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED
WITH BID UNDER 23 USC 112 AND PCC 7106**

EXHIBIT H

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106

State of California)
) ss.
County of San Diego)

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

Signed 
Title: Kyle P. Nelson, President, Cass Construction, Inc.

Subscribed and sworn to before me this _____ day of _____, 20__

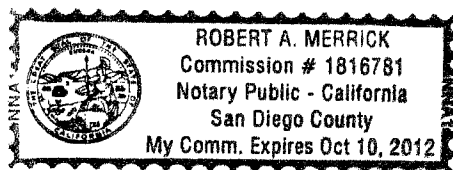
Notary Public

(SEAL)

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 14th day of October, 2011, by Kyle P. Nelson, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Robert A. Merrick

(Signature)

EXHIBIT I

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

EXHIBIT I

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

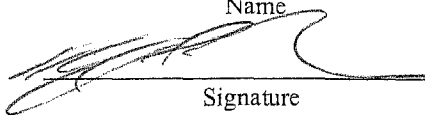
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past ten 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 is as follows:

Contractor Name Cass Construction, Inc.

Certified By Kyle P. Nelson Title President

Name



Signature

Date 10/2/11

EXHIBIT J

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

EXHIBIT J

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:

CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

| COMPANY INFORMATION | |
|--|---|
| Company Name: Cass Construction, Inc. | Contact Name: Kyle P. Nelson |
| Company Address: P.O. Box 309 El Cajon, CA 92022 | Contact Phone: 619-590-0929 |
| Contact Email: knelson@cassconstruction.com | |
| CONTRACT INFORMATION | |
| Contract Title: University City Sinkhole Emergency Repair Project | Start Date: 10/01/11 |
| Contract Number (if no number, state location): K-12-5617-EMR | End Date: |
| SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS | |
| <p>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:</p> <ul style="list-style-type: none"> ■ Contractor shall offer equal benefits to employees with spouses and employees with domestic partners. <ul style="list-style-type: none"> ▪ 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 <i>EBO Certification of Compliance</i>, signed under penalty of perjury, prior to award of contract. <p>NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.</p> | |
| CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION | |
| <p>Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.</p> <p><input checked="" type="checkbox"/> I affirm compliance with the EBO because my firm (<i>contractor must <u>select one</u> reason</i>):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Provides equal benefits to spouses and domestic partners. <input type="checkbox"/> Provides no benefits to spouses or domestic partners. <input type="checkbox"/> Has no employees. <input type="checkbox"/> Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired. <p><input type="checkbox"/> 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.</p> <p>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)]</p> <p>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.</p> | |
| <p>Kyle P. Nelson, President</p> <hr/> <p align="center">Name/Title of Signatory</p> | <div style="text-align: center;"> <hr/> <p align="center">Signature</p> </div> <div style="text-align: right; margin-top: 20px;"> <p>10/12/11</p> <hr/> <p align="right">Date</p> </div> |
| FOR OFFICIAL CITY USE ONLY | |
| Receipt Date: | EBO Analyst: <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason: |

rev 02/15/01

EXHIBIT J

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

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 - 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.
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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 select one 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.

Kyle P. Nelson, President _____
 Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

rev 02/15/2011

EXHIBIT J

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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 - 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.

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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.

Kyle P. Nelson, President

| | | | | |
|-------------------------|--|-----------|--|------|
| Name/Title of Signatory | | Signature | | Date |
|-------------------------|--|-----------|--|------|

FOR OFFICIAL CITY USE ONLY

| | | | |
|---------------|--------------|-----------------------------------|---|
| Receipt Date: | EBO Analyst: | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved – Reason: |
|---------------|--------------|-----------------------------------|---|

rev 02/15/201

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:
October 2, 2013

SUBJECT: Ratifying Two FY12 and One FY13 Public Works Sole Source Emergency Repair Contracts

GENERAL CONTRACT INFORMATION

Recommended Contractors: Cass Construction (Not Certified)
Orion Construction Company (Not Certified)
Hazard Construction (Not Certified)

| | | |
|---------------------------------|-------------------------------|--------|
| FY12 (B-12039) | \$ 498,271.80 | Cass |
| FY12 (B-12088) | \$ 2,934,803.34 | Orion |
| FY13 (B-13091) | \$ 620,000.00 | Hazard |
| Total Cumulative Amount: | <u>\$ 4,053,075.14</u> | |

Funding Source: City of San Diego

Goal: 20% Voluntary (Sole Source Agreements)

Cass Construction Inc

SUBCONSULTANT PARTICIPATION

| | <u>This Action</u> | <u>Percent</u> |
|--|---------------------------|---------------------|
| Koch-Armstrong Gen Eng (Non Certified) | \$ 112,783.52 | 22.63% |
| <u>Luzaich Striping Inc (ELBE, M Cauc)</u> | <u>\$ 4,976.00</u> | <u>0.99%</u> |
| Credited Certified Participation: | \$ 112,783.52 | 22.63% |
| Credited Non-Certified Participation: | <u>\$ 4,976.00</u> | <u>0.99%</u> |
| Total Sub Participation: | \$ 117,759.52 | 23.62% |

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity Required.

Cass Construction Inc submitted a Work Force Report for their San Diego County employees dated September 25, 2013, with a total of 32 employees. The Work Force Report reflects fewer than 15 employees and is, therefore, exempt for employment category goals.

Hispanic in Mgmt & Financial; and Administrative Support
Females in Mgmt & Financial; and Technical

EOC has completed the analysis of Cass Construction Inc Workforce Report and determined their performance satisfactory. Staff will continue to monitor for compliance with the City's municipal code and departmental requirements.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

Orion Construction Company

SUBCONSULTANT PARTICIPATION

| | <u>This Action</u> | <u>Percent</u> |
|---|------------------------|----------------|
| Brownlow Enterprises (ELBE, M Cauc) | \$ 13,529.25 | 0.46% |
| Downstream Services (Non Certified F Cauc) | \$ 76,128.28 | 2.59% |
| Hudson Safe-T-Lite (WBE/SLBE/SWBE F Cauc) | \$ 2,338.56 | 0.08% |
| Hydrodynamics (ELBE, M Cauc) | \$ 14,400.00 | 0.49% |
| Harris & Associates (Non Certified, M Cauc) | \$ 129,737.51 | 4.42% |
| Insituform (Non Certified, M Cauc) | \$ 393,856.19 | 13.42% |
| McMahon Construction (Non Certified, M Cauc) | \$ 145,694.74 | 4.96% |
| National Coating & Lining (Non Certified, M Cauc) | \$ 16,570.00 | 0.56% |
| Xylem (Non Certified, M Cauc) | \$ 484,605.45 | 16.51% |
| SCS Environmental (Non Certified, M Cauc) | \$ 3,516.32 | 0.12% |
| Penhall Company (Non Certified, M Cauc) | \$ 3,806.25 | 0.13% |
| Sealright Paving (SLBE, M Hisp) | \$ 8,761.00 | 0.30% |
| Western Pacific Pipeline (ELBE, M Cauc) | \$ 286,492.48 | 9.76% |
| Credited Certified Participation: | \$ 325,521.29 | 11.09% |
| Credited Non-Certified Participation: | \$ 1,253,914.74 | 42.73% |
| Total Sub Participation: | \$ 1,579,436.03 | 53.82% |

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity Required.

Orion Construction Company submitted a Work Force Report for their San Diego County employees dated March 22, 2013, with a total of 20 employees. The Administrative Work Force indicates under representation in the following category:

Female in Professional

EOC has completed the analysis of Orion Construction Company Workforce Reports and determined their performance satisfactory. Staff will continue to monitor for compliance with the City's municipal code and departmental requirements.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

Hazard Construction Company

SUBCONTRACTOR PARTICIPATION

| | <u>This Action</u> | <u>Percent</u> |
|---|----------------------|----------------|
| Safway Scaffold (Non Certified, M Cauc) | \$ 47,639.09 | 7.68% |
| Daley Construction (Non Certified, M Cauc) | \$ 90,830.59 | 14.65% |
| KPFF Consulting Engineers (Non Certified, M Cauc) | \$ 5,500.00 | 0.89% |
| Credited Certified Participation: | \$ 0.00 | 0.00% |
| Credited Non-Certified Participation: | \$ 143,969.68 | 23.22% |
| Total Sub Participation: | \$ 143,969.68 | 23.22% |

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity Required.

Hazard Construction submitted a Work Force Report for their San Diego County employees dated June 20, 2013, with a total of 52 employees. The Administrative Work Force indicates under representation in the following categories:

Hispanic in Professional; Administrative Support; and Transportation
Asian and Filipinos in A&E, Science, and Computer
Female in Mgmt & Financial; Professional; A&E, Science, Computer; and Transportation

EOC has completed the analysis of Hazard Construction Company based on an approved EO Plan dated September 18, 2012 and determined their performance satisfactory. Staff will continue to monitor for compliance with the City's municipal code and departmental requirements.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

Originating Department is responsible to adhere to reporting requirements and assure the City is in compliance with Funding Agency requirements for advertisement, award and contract administration for all associated contracts.

Cass Construction – (K135617)
Orion Construction – (K125734)
Hazard Construction – (K135846)

RW

City of San Diego

CONTRACTOR'S NAME: Orion Construction Corporation
ADDRESS: 2185 La Mirada Drive, Vista CA 92081
TELEPHONE NO.: 760-597-9660 **FAX NO.:** 760.597. 9661
CITY CONTACT: Mike Fakhoury, Address: 1010 2nd Ave, Ste 800, M.S. 612, San Diego, CA 92101
Email: MFakhoury@sandiego.gov. Phone No. 619-533-3894
BD/EGZ/CA

CONTRACT DOCUMENTS



FOR

Harbor Drive 48" Trunk Sewer Manhole Emergency Replacement Project

RFQ NO.: 4724DB – RFQ for Establishment of a Pre-Qualified List of Contractors to
Perform Emergency Construction Services for the City of San Diego
BID NO.: K-12-5734-EMR-2
SAP NO. (WBS/IO/CC): B-12088
CLIENT DEPARTMENT: 2011
COUNCIL DISTRICT: 8
PROJECT TYPE: JB

((((((((((((((((((((ATTENTION))))))))))))))))

The 2010 edition of the City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK") now contains the following distinct Contract Documents:

- 1) **Equal Opportunity Contracting Program Requirements** - This Contract Document sets forth the standard requirements for the City's equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.
- 2) **City Supplement** - The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction ("The GREENBOOK"), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

Certain parts of the City Supplement have been highlighted in yellow for the convenience of the users only and shall not affect the interpretation of the Contract.

To obtain The GREENBOOK contact the publisher at: <http://www.bnibooks.com>

The WHITEBOOK is available only in electronic format under Engineering Documents and References at: <http://www.sandiego.gov/engineering-cip/>

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| 3. INSTRUCTION TO BIDDERS | 7-12 |
| 4. AGREEMENT | 13-19 |
| 5. EXHIBITS | |
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| • Exhibit B - Drug-Free Workplace Certification | 20-21 |
| • Exhibit C - Americans with Disabilities Act Requirements (ADA) Compliance Certification | 22-23 |
| • Exhibit D - Contractor Standards - Pledge of Compliance | 24-25 |
| • Exhibit E – Affidavit of Disposal | 26-27 |
| • Exhibit F - Project Photos, Location Map and As-built Drawing | 28-31 |
| • Exhibit G - Supplementary Special Provisions (SSP) | 32-65 |
| • Exhibit H - Proposal | 66-70 |
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| • Exhibit J - Contractors Certification Of Pending Actions | 73-74 |
| • Exhibit K - Equal Benefits Ordinance Certification of Compliance | 75-76 |

**SPECIAL NOTICE
SMALL LOCAL BUSINESS ENTERPRISES (SLBE)
AND
EMERGING LOCAL BUSINESS ENTERPRISES (ELBE)
PROGRAM**

This Contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOCP Requirements included in The WHITEBOOK. The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications as related to SLBE-ELBE program.

The Bidder are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all certified Subcontractors including SLBEs, ELBEs, DBEs, MBEs, WBEs, DVBEs, and OBEs.

Resources: The current list of certified SLBE-ELBE firms can be found on the Equal Opportunity Contracting Program Department website.

CITY OF SAN DIEGO, CALIFORNIA

INVITATION TO BID

- DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this emergency project at the direction of the City Engineer.

The Work consists of repair and replacement of two failed 48" sewer manholes at Harbor Drive, repair of damaged underground wet utilities and stabilization of adjacent wet and dry utilities, and the resoration of the pavement.

This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 3-2.4, "Agreed Prices" of The GREENBOOK.

A time-and-materials contract provides for acquiring labor, material, equipment and services on the basis of direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit; and actual cost for materials and services plus any authorized markups in accordance with 3-3.2.3, "Markup".

- CONTRACT TIME:** Time is of essence. The Work shall be completed within **30 Working Days** from the date of issuance of the Notice to Proceed unless extended by the Engineer.
- CONTRACT PRICE:** The Engineer's estimate of the cost of the Work is **\$500,000**. The Contractor shall not perform Work that exceeds the cost of **\$500,000** without prior written notice from the Engineer that sufficient additional funding has been secured.
- CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time of award. The City has determined the following licensing classification(s) for this contract: CLASS A.
- WAGE RATES:** Prevailing wages are not applicable to this project.
- PRE-BID SITE VISIT:** The Contractor is encouraged to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Contractors with the Site conditions.
- REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:
 - STANDARD SPECIFICATIONS

| Document No. | Filed | Description |
|--------------|----------|---|
| PITS0504091 | 05-04-09 | Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition |
| PITS090110-1 | 09-01-10 | City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update * |
| AEC1231064 | 12-31-06 | California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006) |
| 769023 | 09-11-84 | Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause |

INSTRUCTIONS TO BIDDERS

1. **PREQUALIFICATION OF CONTRACTORS:** The contractor must be pre-qualified for the City estimated Contract Price prior to Award. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
2. **CONTRACTOR REGISTRATION:** The Contractor and suppliers shall register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
3. **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.
4. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted Proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposals shall be the sole responsibility of the Contractor.
5. **SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
6. **AWARD PROCESS:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code Section 22.3007.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

7. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
8. **PLANS AND SPECIFICATIONS:** Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda.

Oral and other interpretations or clarifications will be without legal effect. The Director (or designee), Public Works Department is the officer responsible for opening, examining, and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Questions in these areas of responsibility (e.g., i.e. Pre-qualification, EOCP information, bidding activities, bonds and insurance, etc. as related to this contract shall be addressed to the Contract Administration, Public Works Department, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

9. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including 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, before the Contract can be executed.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contractor shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Contract Specialist, Public Works Contracting Group.

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf.

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

“Compliance with San Diego Municipal Code §22.3224: Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

- 17. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL:** The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

<http://www.sandiego.gov/eoc/laborcompliance/#manual>.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.

- 18. PAYROLL RECORDS:** The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

- 19. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of §§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.

- 20. EQUAL BENEFITS:** This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

**AGREEMENT
FOR
EMERGENCY CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
ORION CONSTRUCTION CORPORATION**

This emergency construction services agreement (Agreement) is made and entered into by and between The City of San Diego (City), California a municipal corporation, and **Orion Construction Corporation** (Contractor), for the purpose of designing (when required) and constructing emergency projects at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the emergency project identified in the Invitation to Bid.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City has issued selected the Contractor from the City's list of on-call contractors.
- D. In accordance with City's RFQ, Specification Number **4724DB**, the Contractor submitted a Statement for Qualifications (SOQ) for the Project pursuant to which the City established a pre-qualified list from the most highly qualified contractors to perform emergency Construction Services as directed by the City in accordance with the methods described in the RFQ.
- E. In accordance with the City's RFQ, the Contractor submitted an SOQ and is prepared to enter into this agreement.
- F. The City has selected the Contractor to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- G. The Contractor is ready, willing, and able to perform the emergency construction services required as specified in the Scope of Required Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

INTRODUCTORY PROVISIONS

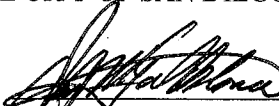
- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.

- M. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.
- N. Prior to NTP or as required by the City, the Contractor shall:
- a) file surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Invitation to Bids and
 - b) obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to the emergency contract provisions of City Charter Section 94 authorizing such execution, and by the Contractor.

THE CITY OF SAN DIEGO

Dated: 4/30/12

By: 

Print Name: JAY GOLDSTONE

Title: Chief Operating Officer

I HEREBY CERTIFY I can legally bind **Orion Construction Corporation** and that I have read this agreement and the related documents, this 22 day of March, 20 12.

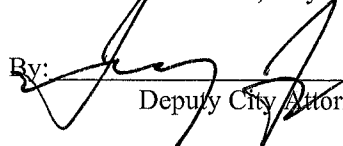
By: 
Authorized Representative

Print Name: Richard Dowsing

Title: President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 26 day of April, 20 12.

JAN I. GOLDSMITH, City Attorney

By: 
Deputy City Attorney

Executed in Triplicate

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

ORION CONSTRUCTION CORPORATION, a corporation, as principal, and Safeco Insurance Company of America, 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 FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$500,000.00) for the faithful performance of the annexed contract, and in the sum of FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$500,000.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract Harbor Drive 48" Trunk Sewer Manhole Emergency Replacement Project, Bid Number K-12-5734-EMR-2, 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.

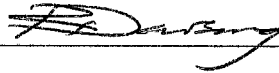
AGREEMENT (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated March 22, _____, 2 012

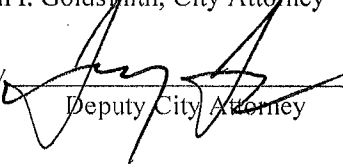
Approved as to Form and Legality

Orion Construction Corporation
Principal

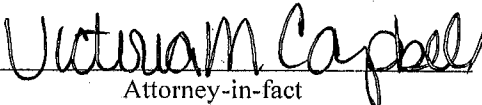
By 

RICHARD DOWSING, PRESIDENT
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

Safeco Insurance Company of America
Surety

By 
Attorney-in-fact
Victoria M Campbell

Approved:

By 
Mayor or Designee

330 N Brand Blvd., Ste 500
Local Address of Surety

Glendale, CA 91203
Local Address (City, State) of Surety

818-956-4257
Local Telephone No. of Surety

Premium \$ 7,190.00

Bond No. 024043769

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On MAR 22 2012 before me, Kim Heredia, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

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



WITNESS my hand and official seal.

[Handwritten Signature]

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

MAR 22 2012

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Safeco Insurance Company of America

SIGNER(S) OTHER THAN NAMED ABOVE.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **VICTORIA M. CAMPBELL, LISA CLARK, KIM HEREDIA, ERIK JOHANSSON, ALL OF THE CITY OF IRVINE, STATE OF CALIFORNIA**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **ONE HUNDRED MILLION AND 00/100***** DOLLARS (\$ 100,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 18th day of February, 2011.



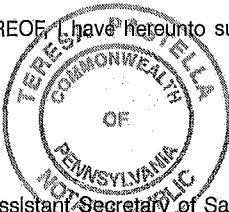
SAFECO INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of February, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 22 day of MARCH, 2012.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT A
CONTRACTOR'S COMPENSATION RATE SCHEDULE

EXHIBIT A

CONTRACTOR'S COMPENSATION RATE SCHEDULE

The following Compensation Rate Schedule shall constitute the maximum rates (e.g., labor, direct costs, etc.) for Extra Work, if any, provided by the Contractor during the term of this agreement.

These rates are being specified as the Contractor's standard established rates for calculating labor costs without allowance for overhead and profits. For markup provisions and allowable charges refer to 3-2.4, "Agreed Prices."

| Contractor – Orion Construction | | | |
|--|--------------------------------|-------------------------------|----------------------------------|
| Title/Classification | Standard Rate (\$)/hour | Overtime Rate(\$)/hour | Doubletime Rate (\$)/hour |
| Superintendent | 120 | 150 | 180 |
| Foreman | 76 | 103 | 122 |
| Operator Group 8 | 76 | 103 | 122 |
| Grade Checker | 64 | 99 | 117 |
| Truck Driver | 52 | 74 | 86 |
| Laborer/ Pipelayer | 52 | 76 | 90 |
| Carpenter | 64 | 88 | 106 |
| Mechanic | 76 | 103 | 122 |
| Project Manager | 120 | 150 | 180 |
| Project Staff Engineer | 105 | 130 | 155 |

| Outside Engineering Services - Harris & Associates | | | |
|---|--------------------------------|-------------------------------|----------------------------------|
| Title/Classification | Standard Rate (\$)/hour | Overtime Rate(\$)/hour | Doubletime Rate (\$)/hour |
| Project Director | 200 | N/A | N/A |
| QA/QC | 190 | N/A | N/A |
| PM/Design | 185 | N/A | N/A |
| Sr. CADD | 120 | N/A | N/A |
| CADD Tech | 95 | N/A | N/A |
| Admin | 65 | N/A | N/A |

EXHIBIT B
DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT B

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT TITLE: Harbor Drive 48" Trunk Sewer Manhole Emergency Replacement Project

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

Orion Construction Corporation

(Name under which business is conducted)

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

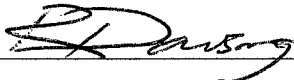
Signed 
Printed Name Richard Dowsing
Title President

EXHIBIT C

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

EXHIBIT C

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Harbor Drive 48" Trunk Sewer Manhole Emergency Replacement Project

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 INSTRUCTION TO BIDDERS, "American With Disabilities Act", of the project specifications, and that;

Orion Construction Corporation

(Name under which business is conducted)

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


Signed 
Printed Name Richard Dowsing
Title President

EXHIBIT D

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

Exhibit D

CONTRACTOR CERTIFICATION

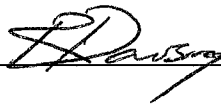
CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Harbor Drive 48" Trunk Sewer Manhole Emergency Replacement Project

I declare under penalty of perjury that I am authorized to make this certification on behalf of Orion Construction Corporation, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("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 22 Day of March, 2012.

Signed 

Printed Name Richard Dowsing

Title President

EXHIBIT E
AFFIDAVIT OF DISPOSAL

EXHIBIT D

AFFIDAVIT OF DISPOSAL

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

Harbor Drive 48" Trunk Sewer Manhole Emergency Replacement Project
(Name of Project or Task)

as particularly described in said contract and identified as Bid No. K-12-5734-EMR-2 ; SAP No. (WBS/IO/CC) B-12088; 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:

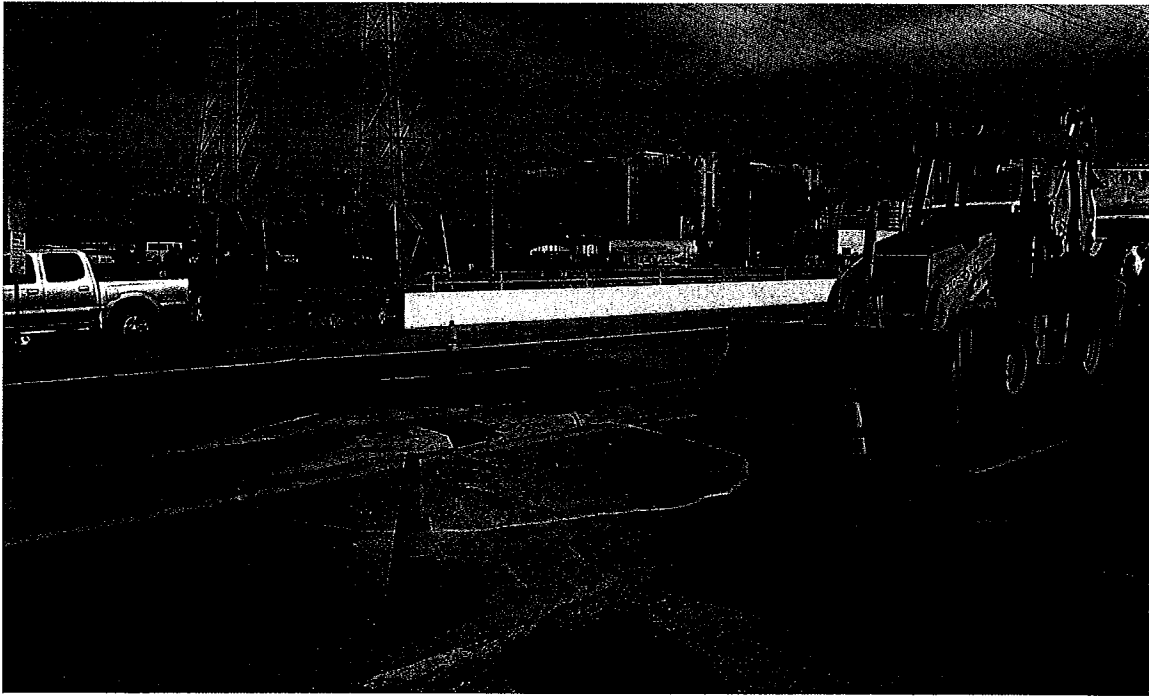
State of _____
County of _____

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.

EXHIBIT F

PROJECT PHOTOS, LOCATION MAP AND AS-BUILT DRAWING

Project Photos



Location Map



As-built Drawing

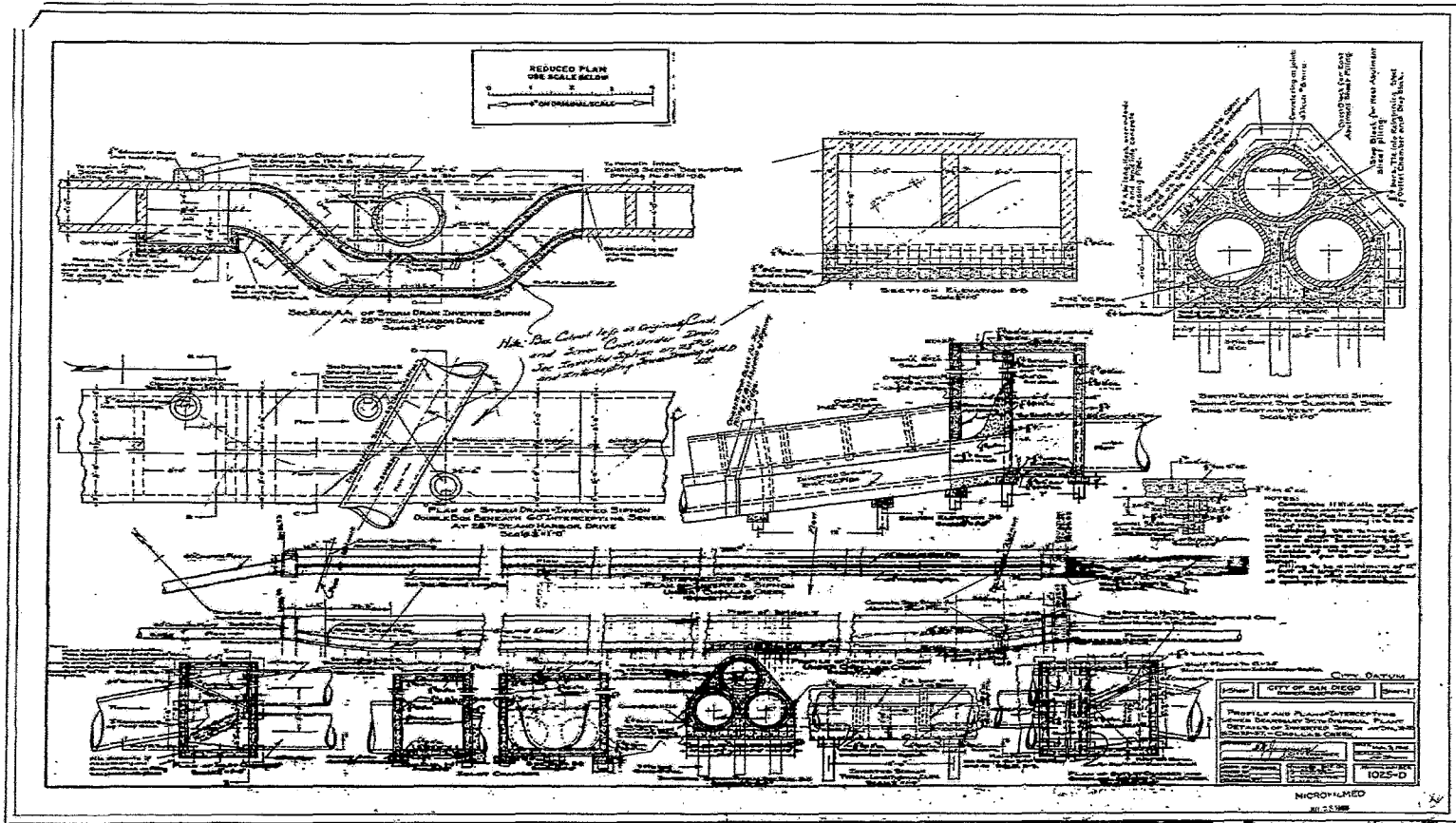


EXHIBIT G
SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:

STYLE OF SPECIFICATIONS

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for "Plain Language" to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's." Similarly, interpret "we" and "us" as "the City" and "our" as "the City's."

PART 1 – GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

Agency – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

Contract Documents – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bid, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City's EOC Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bid or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk's Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.

2-5.2 Precedence of Contract Documents. To the Cit Supplement, DELETE in its entirety and SUBSTITUTE with the following:

2-5.2 Precedence of Contract Documents.. If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits (i.e., issued by jurisdictional regulatory agencies)
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Contract and Agreement
- 4) Addenda
- 5) Bid (e.g., price Proposal for Design-Build contracts)
- 6) Request for Proposal (RFP)
- 7) Invitation to Bid
- 8) Instruction to Bidders
- 9) Request for Qualifications (RFQ)
- 10) Special Provisions (i.e., City's EOCP Requirements, City Supplement, and Supplementary Special Provisions (SSP))
- 11) Plans
- 12) Construction Documents (for Design-Build contracts)
- 13) Standard Drawings
- 14) Reference Specifications (e.g., GREENBOOK)
- 15) Technical Proposal (for Design-Build contracts)
- 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**.

Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

2-5.3.1 General. DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.1 General. First paragraph, ADD the following:

Other standard items or materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Special Provisions. For a list of these items or materials, the Contractor may refer to the Contract Documents.

4-1.3.5 Special Inspections. To the City Supplement, ADD the following:

Special Inspection and testing by the Special Inspectors shall meet the minimum requirements of the prevailing Codes and by the City's Development Services Department (DSD) and reference in <http://www.sandiego.gov/development-services/industry/special.shtml>

4-1.5 Certificates of Compliance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

4-1.5 Certificates of Compliance. DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

4-1.6 Trade Names or Equals. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its 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 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

ADD: 6-8.1 Completion. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.1 Completion. The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.

6-8.2 Acceptance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.2 Acceptance. Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.

6-8.3 Warranty. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.3 Warranty. Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 3 years:
 1. Work under Section 500 (requires Long Term Warranty Contract (LTWC))
 2. DWT Construction (requires manufacturer's warranty)
 3. LED signal modules (requires manufacturer's warranty)
 4. Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
- d) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- f) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.

ADD: 7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

- a) 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.
- b) 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).
- c) 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.
- d) All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

- a) 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").
- b) All costs of defense must be outside the limits of the policy.

7-3.2.3 Commercial Pollution Liability Insurance.

- a) 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.
- b) 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.

ADD: 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 Eligible Surplus Lines Insurers (LESLI 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.

ADD: 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.

ADD: 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.
 1. 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.
 2. The additional insured coverage for projects for which the Engineer’s Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) Your products, or (c) premises owned, leased, controlled, or used by you.

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of the Contractor’s insurance and must not contribute to it.

7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

7-3.5.4.1 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.

7-3.5.4.2 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.

7-3.5.4.3 Severability of Interest. For Contractors Hazardous Transporters 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.

ADD: 7-3.6 Deductibles and Self-Insured Retentions. You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

ADD: 7-3.7 Reservation of Rights. We reserve 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. We 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.

ADD: 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.

ADD: 7-3.9 Excess Insurance. Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

7-8.6 Water Pollution Control. ADD the following:

- a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.
- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.
- c) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

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

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, "CHANGES IN WORK."

7-10.1 Traffic and Access. To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two 2 Working Days prior to construction activities affecting the agencies:

| | | |
|----------------------------|--------------------------------|-------------------------|
| Fire Department Dispatch | (Street or alley closure) | (858) 573-1300 |
| Police Department Traffic | (Street or alley closure) | (858) 495-7800 |
| Street Division/Electrical | (Traffic signals) | (619) 527-7500 |
| U.S. Navy | (32nd Street Naval Station) | (619) 556-1319 |
| Underground Service Alert | (Any excavation) | (800) 422-4133 |
| MTS | (Street Closure and Bus Stops) | (619) 238-0100 Ext 6451 |

7-10.6 Traffic Plate Bridging. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day shall be protected by adequately designed barricades and structural steel plates [plates] that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from authorities concerning the use of any bridging proposed on the Work.

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.

- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for traffic plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplement, DELETE in its entirety.

PART 2 - CONSTRUCTION MATERIALS

SECTION 207 – PIPE

207-17.1 General. ADD the following:

All House Connection Sewer Laterals shall use acceptable stainless steel shielded couplings manufactured by Mission, Fernco or approved equal.

ADD: 207-17.2.3 Pipe Manufacturer. Pipe, fittings, couplings, and joints as manufactured or distributed by J-M Manufacturing Company shall not be used on this contract.

207-26.1.1 Polymer Concrete Water Meter Boxes. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Boxes and covers to be installed in traffic areas shall have a reinforced polymer concrete frame and cover designed for AASHTO H-20 traffic loading. Boxes and covers to be installed in non-traffic areas shall have reinforced polymer concrete reader lids designed for A-10 traffic loading in accordance with ASTM-C857. Traffic areas are defined as any location in which vehicular traffic is evident or highly likely under normal conditions. Non-traffic areas are locations with no vehicular traffic. Covers shall have a logo reading “PUD WATER” as well as the manufacturer’s name or logo cast in the polymer concrete surface. A cover and lid selected at random shall be tested. The cover and lid shall support without failure a total vertical load of at least 1,000 pounds, when supported in a horizontal position in the meter box. The load shall be applied to the center of the lid by a cylindrical pin, 1.952” in diameter, supported on a 2-thick rubber pad.

Unless provided for as a separate Bid item, payment for Polymer Concrete Box shall be included in the Bid item for water services.

207-26.1.5 Polyvinyl Chloride Pipe 2” Only. To the City Supplement, DELETE in its entirety.

SECTION 216 – DETECTABLE WARNING TILES

216-1.2 Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Materials for DWT specified herein shall be per the City's Approved Materials List (AML). The tiles shall have the manufacturer's logo stamped permanently on the product with identifying information such as model number and type.

302-6.1 General. To the City Supplement, Last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Prior to placing concrete, existing subgrade shall be prepared in accordance with 301-1, "SUBGRADE PREPARATION."

If any existing unsuitable subgrade, as determined by the Engineer, is encountered it shall be replaced in accordance with 300-2.2, "Unsuitable Material."

302-6.8 Measurement and payment. To the City Supplement, DELETE in its entirety.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1.2.14 Thrust Blocks and Anchor Blocks. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

At least 10 Working Days prior to construction of thrust blocks and anchor blocks for 16" and larger water mains, the Contractor shall excavate via potholing and expose the soil to the depth of the proposed water main at locations approved by the Engineer. The Engineer will confirm the design when shown on the Plans or will provide the design details within 10 Working Days after the Engineer has observed the exposed Site.

If there are conflicts with adjacent utilities that prohibit the installation of the concrete blocks, the Contractor shall immediately notify the Engineer.

306-1.4.8 Televising Sewer Mains and Storm Drains. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD: 306-1.4.8 Televising Sewer Mains, Sewer Laterals, and Storm Drains.

306-1.4.8.1 General. The Contractor in coordination with the Engineer shall televise new sewer mains and storm drains, rehabilitated existing sewer mains when performing parallel replacement to locate existing laterals, and existing sewer pipe segments and laterals after the cleaning process and prior to commencing rehab work. The Contractor shall provide the video records with compressed audio in digital file format on digital video discs (DVD's).

306-1.4.8.2 Submittals. The Contractor shall make several submittals during construction as follows:

- a) The Contractor shall provide an initial submittal at the start of televising work demonstrating the typical video and audio quality to be provided for acceptance by the Engineer. This submittal shall note any proposed changes to the specification listed below regarding video format, data processing, compression or other conditions for review and approval by the Engineer.
- b) When televising existing mains proposed to be replaced, the Contractor shall provide the televising DVD(s) and a red-lined set of Plans showing the location of the existing laterals to the Engineer before constructing the new sewer mains. Service lateral video inspection shall be submitted on a separate DVD.

Post-rehabilitation videos shall be submitted within 30 days of completion of the Work. The final video recording shall clearly show the condition of the liner with ends sealed at the manholes, service lateral and connection seals. The submittal of this final video recording shall also include MS Access database and marked up Field Book pages or Plans as attachments. Failure to deliver the submittal(s) within the time identified or if a total of more than 20 segments are submitted in a single video may result in one or more of the following:

1. A delay of the review and approval of the submittal(s).
2. Delay in progress payments.
3. Require the Contractor to re-televising the sewer main segments.

306-1.4.8.3 Video Operator Qualifications. The video operator shall have at least 1 year of experience with a project of a similar nature within the last 3 years.

306-1.4.8.4 Equipment for Televising. Camera and lighting quality shall be suitable to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer pipe or storm drain for all conditions encountered during the work. The equipment shall be capable of televising the entire length from manhole to manhole in one direction. When televising storm drains/sewer mains the camera shall be capable of scanning the joints for 360 degrees.

If necessary, the Contractor shall provide a self-propelled camera, capable of extended videotaping lengths and operation in remotely accessed areas without direct vehicular access. The system used to move the camera through the pipe shall not obstruct the camera's view. The remote-reading footage counter device which measures the distance traveled by the camera in the pipe shall be displayed on the television monitor and shall be accurate to plus or minus 1' (0.3 meters) in 1000' (300 meters) (+0.3m:300 meters). The Contractor shall calibrate the measuring device each day with a known distance to the satisfaction of the Engineer prior to starting the inspection and videotaping process.

306-1.4.8.5 Televising Procedures.

- a) The Engineer shall be notified a minimum of 2 Working Days in advance of televising. The entire televising inspection process shall be done in the presence of the Engineer.
- b) The Contractor shall clean the sewer mains prior to televising as necessary to adequately perform the video recording operations.
- c) The camera shall be moved through the sewer at a uniform rate, stopping when necessary to ensure proper documentation of the condition of the sewer line but in no case shall the television camera be pulled at a speed greater than 30' (9 meter) per minute. The camera shall be moved by means of power cable winches or self propelled tractors at each manhole, and rotating the camera head at each lateral connection, defect, or both to allow for adequate evaluation. The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a measuring device. Footages shown on the DVD(s) shall coincide with horizontal lengths from stationing as shown on the plans. Footage measurements shall begin at the centerline of the upstream manhole or storm drain access point, unless permission is given by the Engineer to do otherwise. Both pre and post video inspections shall be submitted to the Engineer.

- i) The City reserves the right to re-televiser any reach of the pipeline following the cleaning, pipe installation and rehabilitation activities, but before Acceptance, to determine the existence and extent of any foreign material or obstructions such as cement grout, wood, rocks, sand, concrete, or pieces of pipe, and any structural deficiencies, or sags preventing the completion of the Work.
- j) Final CCTV. The Contractor shall clean the line with high pressure water jetting equipment and a sewer ball prior to performing mandrel, air test or both, or as specified by the Engineer. For the final video inspection, the City will require a dry pipe. During the post-video inspection, the camera shall stop at each lateral connection, focus on the bottom of the opening and then make one slow clockwise observation around the perimeter of the lateral which clearly shows the quality of the connection. If the Contractor fails to properly show and document any of the lateral openings, the Contractor will be required to re-televiser that section of pipeline at no additional cost to the City.
- k) The Contractor shall not be entitled to any additional contract time due to delays resulting from the need to correct any deficiencies, either repairable or non-repairable, in place, as determined by televised inspections.

306-1.4.8.6 DVD and Final Report Requirements. The Contractor shall provide all video with audio in digital file format on DVD's. Audio and written documentation shall accompany all DVD(s) submitted to the Engineer.

- a) DVD Requirements
 - i. One file shall be provided for each manhole to manhole pipe segment or for each manhole to manhole inspection video.
 - ii. The filename shall incorporate the unique facility identifier provided by the City and the date of the inspection. The facility identifier numbers will be manhole numbers, with adjacent manhole numbers identifying pipe sections. The facility identifier number(s) shall be compatible with the data input features of the reporting software i.e., number of available input digits, fields, or both.
 - iii. DVD recordings shall be in color and in MPEG2 format. The minimum video bit rate shall be 4.7 Mega bits per second (Mbps) and minimum audio bit rate shall be 128 Kilo bits per second (Kbps). Out-of-focus video recording or low quality and blurred pictures due to steam or smudged camera lens, or portions thereof, shall be cause for rejection of the video recording.
 - iv. The camera source image capture shall provide a high resolution image with a minimum of 640x480 pixels capture. The video shall be at 30 frames per second.
 - v. The video will be captured and compressed so as to reduce file size as much as possible while still meeting the needs of the City. The compression shall be in accordance with MPEG2 format. The video files shall be highly compressed, resulting in an anticipated average file size of maximum 10 MB per minute of video.
 - vi. The compression shall not significantly degrade the still frame quality of the video or audio signal from the original source video, as judged in a side by side viewing under normal viewing conditions.

Audio

1. Date of CCTV inspection.
2. Confirmation of each section to be CCTV inspected i.e., narrative of manholes, storm access points or station numbers, or FSN's and direction upstream or downstream.
3. Description of pipe size lined on post and final videos, material liner type for post and final videos and pipe joint length.
4. Description and location of each defect.
5. Description and location of each service connection.
6. Include brief but informative comments on data of significance, including, but not limited to, the locations of unusual conditions, type and size of connection, collapsed section, the presence of scale and corrosion, and other discernible features.

Written Documentation

1. Date of CCTV inspection.
2. Printed labels on DVD number, location information, date of inspection, and other descriptive information.
3. Location, size, material, and length of pipe.
4. Direction of flow and measurement "From" manhole or storm drain access point or station number "To" manhole or storm drain access point or station number or FSN.
5. File numbers itemizing individual segments.
6. Sketch showing the street and cross streets where the CCTV inspection was made.
7. Description and location of each defect or deficiency and a list of all proposed repairs.
8. Description and location of each connection.
9. A menu which lists files for each pipe section to be inspected and the date of the inspection.

b) Final CCTV inspection reports

- i. The Contractor shall provide reports of final inspection results of pipeline televising and conditional assessments utilizing a MS Access database reporting software.

Third paragraph, after the word "backfill" ADD: "disposal of all excess excavation,"

ADD the following:

- a) The Unit Price bid for thrust and anchor blocks shall include the payment for the thrust blocks and anchor blocks for water main 16" and larger.
- b) Thrust blocks and anchor blocks for water mains 12" and smaller shall be included in the Bid item for water mains.
- c) Payment for subsurface investigations e.g., potholing for thrust blocks and anchor blocks for water mains 16" and larger shall be included in the Bid item for water main.
- d) Payment for meter assembly shall be included in the various Bid items unless a pay item has been provided for Meter Assembly. The concrete pad, fence, gate, associated piping, and coordination with City Forces shall be included in the payment for the meter assembly.
- e) Payment for valves, fire hydrant assembly and marker, fire service assembly, fire service connection, and backflow preventer shall be included in the unit price Bid items for Valves, Fire Hydrant Assembly and Marker, Fire Service Assembly and backflow preventer, Fire Service Connection, and Backflow Preventer.
- f) Removal of existing Fire Hydrant and all appurtenant work shall be included in the Bid item for Fire Hydrant and Assembly and Marker.
- g) Payment for underdrains shall be included in the unit Bid item for "Underdrains."
- h) The quantity of filter fabric to be paid for will be measured in square yards of the area covered, not including additional fabric for overlap. The quantity of permeable material to be paid will be measured by tons.

306-1.7 House Connection Sewer (Laterals) and Cleanouts. To the City Supplement, 2nd paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Laterals shall be replaced and shall include a cleanout at property line. Lateral connections at the property line shall be made with stainless steel shielded couplings. The Plans show the approximate location of the laterals. Connections at the main shall be made using a "wye" cut-in. Saddle connections shall not be permitted.

ADD: 306-13.2 Pipe Separations. Pipe installation shall be in compliance with the State's health standards for separation and the following:

- a) The Contractor shall notify the Engineer immediately if sewer and water pipes, whether existing or proposed, are found to be closer than 4' horizontally or 1' vertically.
- b) When a proposed water main is installed above an existing sewer main, no connection joints shall be within 8' outside the sewer main crossing on both sides.
- c) When a proposed water main is installed below an existing sewer main, no connection joints shall be within 10' of the sewer main crossing on both sides.

TSDF. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

TSDF - a Hazardous Waste transfer, treatment, storage, or disposal facility which has received a California Department of Toxic Substances Control permit, a grant of interim status, or a variance or is otherwise authorized by California law and regulations to receive specific RCRA and/or Non-RCRA hazardous wastes for processing, recycling, alternative fuel, or disposal. The TSDF is regulated by other California regulatory agencies for storm water compliance, air emissions, and fire codes, as applicable. . If a facility is chosen that is located outside of California, the receiving TSDF facility shall be equally permitted and regulated in that state as the TSDF accepting that same waste would be regulated in California.

803-16 PAYMENT. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Payment for waste management shall be included in the applicable Bid items as follows:

- a) Preparation of Hazardous Waste Management Plan and Reporting (LS).
- b) Monitoring, Testing, Sampling, Site Storage, and Handling of Soils Containing RCRA Hazardous Waste (TON).
- c) Loading, Transportation, and Disposal of soils containing RCRA Hazardous Waste (TON).
- d) Monitoring, Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil (TON).
- e) Loading, Transportation, and Disposal of Petroleum Contaminated Soil (TON).
- f) Monitoring, Testing, Sampling Site Storage and Handling of Soils Containing Non-RCRA Hazardous Waste (TON).
- g) Loading, Transportation, and Disposal of Soils Containing Non-RCRA Hazardous Waste (TON).
- h) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized RCRA Hazardous Waste (55 Gal DRUMS).
- i) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized Non-RCRA Hazardous Waste (55 Gal DRUMS).
- j) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Universal Waste (EACH).
- k) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Regulated Waste (TON).
- l) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).
- m) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).

Shorter testing time and availability of preliminary results may be required by the Engineer and paid as Extra Work.

The Contractor shall, within 3 Working Days from the occurrence of the spill, submit to the Engineer a written report describing the following information related to the spill: the location; the nature and estimated volume; the date and time; the duration; the cause; the type of remedial and/or clean up measures taken (including erosion control measures) and the date and time of implementation; the corrective and/or preventive actions taken to avoid further spills; equipment used in spill response; and the environmentally-sensitive habitat such as a water body, if any, impacted and results of any necessary monitoring. The Contractor shall provide a list of who from the City was notified, date and time of notification, date and time the Contractor was notified of the spill, date and time the Contractor arrived on Site.

The Engineer may institute further corrective actions, as deemed necessary, to fully comply with existing laws, ordinances, codes, order or other pertinent regulations. In addition to any penalties provided by federal, state, and local laws, the Contractor shall be responsible for all costs incurred for the corrective actions including mitigation measures (habitat restoration, etc.) and obtaining after-the-fact permits if necessary, in environmentally sensitive areas. These permits include but are not limited to those from the City Planning Department Development Services, California Coastal Commission, U.S. Army Corps of Engineers and the California Department of Fish and Game.

It shall be the Contractor's responsibility to assure that all field forces, including Subcontractors, know and obey all safety and emergency procedures, including the Sewage Spill Prevention and Response Plan applicable to the work, to be maintained and followed at the Site. If in an environmentally sensitive area, such as canyon, stream, or lagoon, impacts shall be minimized. Crews shall be aware at the start of the job of any sensitive environmental habitats, breeding season restrictions, etc.

The Contractor shall prevent spills when working on sewer lines, such as when making temporary connection, when connecting new lines into the sewer system, ensuring no laterals are connected to mains being abandoned, ensuring diversions are appropriately installed, and diversions are completely removed when finished so there are no blockages. The Contractor shall not trap debris and discharge rock or debris downstream. Avoidance of streams is paramount unless authorized via permits.

The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from any sewage spill caused or claimed to be caused by the Contractor's action or failure to take measures to prevent a spill. **The Contractor shall be responsible for payment of any fines assessed against the City for such sewage spills.** The Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active or sole negligence or willful misconduct of the City, its agents, officers or employees.

The Contractor shall obtain and maintain an additional insurance coverage for Pollution Liability with its limits and requirements as set forth in 7-3.5.3, "Contractors Pollution Liability Insurance Endorsements." The limits and requirements for Pollution Liability shall be in an amount sufficient to cover potential losses from sudden and accidental pollution. Unless otherwise provided for in the Bid Proposal, all costs associated with the requirements for Sewage Spill Prevention and Response Plan, including additional insurance, shall be included in the prices for other related Bid items.

The Contractor shall size the flow diversion system to handle the peak flow and shall include a 100% backup in the flow diversion system. The Contractor shall provide temporary means to maintain and handle the sewage flow in the existing system as required to complete the necessary construction. The Contractor shall utilize the flow diversion system to mitigate any additional wet weather flows, perform the necessary maintenance and repairs on the flow diversion system, and exercise and ensure the operation of the backup system. Each pump, including the backup pumps, shall be a complete unit with its own suction and discharge piping. The Contractor shall operate the backup flow diversion system for a minimum of 25% of the total diversion time on a weekly basis. The backup flow diversion system shall be fully installed, operational, and ready for immediate use. The diversion system shall be hydraulically tested with clean water prior to wastewater flow diversion. The Contractor shall demonstrate to the satisfaction of the Engineer that both the primary and backup flow diversion systems are fully functional and adequate, and shall certify the same, in writing, to the Engineer in a manner acceptable to the Engineer.

The Contractor shall provide one dedicated fuel tank for every single pump or generator, if fuel or generator driven pumps are used. The Contractor shall provide an emergency standby power generator, if electric power driven pumps are used. The Contractor shall provide a fuel level indicator outside each fuel tank. The Contractor shall continuously (while in use) monitor the fuel level in the tanks and ensure that the fuel level does not drop below a level equivalent of two hours of continuous flow diversion system operation. The Contractor shall take the necessary measures to ensure the fuel supply is protected against contamination. This includes but is not limited to fuel line water traps, fuel line filters, and protecting fuel stores from precipitation. The Contractor shall monitor all hoses and repair leaks immediately.

804-2.2 Payment Unless a Bid item has been provided, full compensation for the Sewage Bypass and Pumping Plan, its implementation e.g., labor, facilities, equipments, power, appurtenances and incidental, shall be included in the payment for sewer main.

SECTION 805 – WATER DISCHARGES

805-2.7 Payment. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Payment for dewatering will be made as follows:

- a) The Allowance Bid item for Permit and Discharge Fees shall cover the payment for fees and the associated expenses e.g., water samples and lab testing for obtaining permits.
- b) The payment for dewatering contaminated water containing hazardous substances and to bring the discharged water to the level that is in compliance with the permitting agencies' requirements and water quality standards will be included in the Allowance Bid item for "Dewatering Hazardous Contaminated Water."
- c) The payment for dewatering contaminated water containing non-hazardous substances will be included in the Lump Sum Bid item for "Dewatering Non-Hazardous Contaminated Water."
- d) For the payment for handling and disposal of the hazardous contamination, see 803-16 (l),(m), "Payment."
- e) The payment for preparing health and safety plan shall be included in the various Bid items unless a Bid Item has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

EXHIBIT H
PROPOSAL

EXHIBIT H

PROPOSAL

Bidder's General Information

To the City of San Diego:

Pursuant to "Invitation to 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 _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____

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

(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted Orion Construction Corporation

(2) Signature, with official title of officer authorized to sign for the corporation:



(Signature)

Richard Dowsing

(Printed Name)

President

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of California

(4) Place of Business (Street & Number) 2185 La Mirada Drive

(5) City and State Vista, CA Zip Code 92081

(6) Telephone No. (760) 597-9660 Facsimile No. (760) 597-9661

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the “**INVITATION TO BID**”, 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, B, C-27

LICENSE NO. 549309 EXPIRES 12-03-2012

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): 33-0339762

E-Mail Address: richard@orionconstruction.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.

Signature *R. Danberg* Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 22nd DAY OF MARCH, 2012

Notary Public in and for the County of SAN DIEGO, State of CALIFORNIA

Robert B. Wilson

(NOTARIAL SEAL)

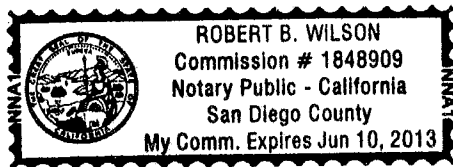


EXHIBIT I

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED
WITH BID UNDER 23 USC 112 AND PCC 7106**

EXHIBIT H

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106

State of California)
County of San Diego) ss.

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

Signed: *R Dowsing*

Title: President

Subscribed and sworn to before me this 22nd day of MARCH, 2012
Robert B. Wilson
Notary Public

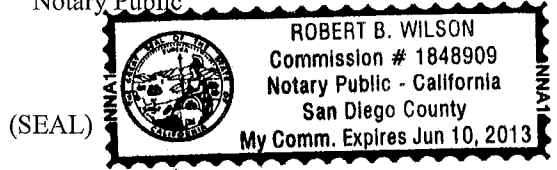


EXHIBIT J

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

EXHIBIT J

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

- The undersigned certifies that within the past ten 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:

Contractor Name: Orion Construction Corporation

Certified By Richard Dowsing Title President
Name

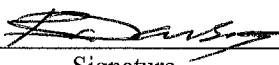
 Date 03/22/2012
Signature

EXHIBIT K

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

EXHIBIT K

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

Phone (619) 533-3948 Fax (619) 533-3220

| COMPANY INFORMATION | |
|--|--|
| Company Name: Orion Construction Corporation | Contact Name: Richard Dowsing |
| Company Address: 2185 La Mirada Drive | Contact Phone: (760) 597-9660 |
| | Contact Email: richard@orionconstruction.com |

| CONTRACT INFORMATION | |
|--|-------------|
| Contract Title: Harbor Drive 48" Trunk Sewer Manhole Emergency Replacement Project | Start Date: |
| Contract Number (if no number, state location): K-12-5734-EMR-2 | End Date: |

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 select one 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.

| | | |
|---------------------------|-----------|------------|
| Richard Dowsing/President | | 03/22/2012 |
| Name/Title of Signatory | Signature | Date |

FOR OFFICIAL CITY USE ONLY

| | | | |
|---------------|--------------|-----------------------------------|---|
| Receipt Date: | EBO Analyst: | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved – Reason: |
|---------------|--------------|-----------------------------------|---|

rev 02/15/201

NOTICE OF EXEMPTION

(Check one or both)

TO: X 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.: B-12088

PROJECT TITLE: Harbor Drive Trunk Sewer Manhole Emergency Repair

PROJECT LOCATION-SPECIFIC: The project site is located within the public right-of-way along a portion of Harbor Drive between Belt Street and 32nd Street. More specifically, the two manholes/vaults to be replaced are located immediately north and south of the abutments for the Chollas Creek bridge crossing.

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

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: An emergency situation has been identified on Harbor Drive when a hauling truck drove over the center median and punched a 2' x 2' hole in the median exposing a sinkhole occurring as a result of a severely deteriorated manhole/vault, referred to as Vault No. 1, which is located directly above an existing 48-inch trunk sewer. The corrosion and deterioration of Vault No. 1 has resulted in an unsupported 10' x 10' section of undermined pavement with the potential for failure. During the field investigation, City crews also identified a second manhole/vault showing significant deterioration, referred to as Vault No. 2, located beneath the center median south of the bridge crossing. Immediate replacement of Vault No. 1 and 2 is required to prevent potentially significant environmental impacts to water quality and public health and safety.

Construction would include the demolition of any remaining portions of Vault No. 1 and 2, installation of two new vaults, removal and replacement of portions of pavement and median, installation of sheet pilings for shoring, replacement of backfill around the perimeter of each vault's footprint with either clean fill or slurry, installation of sewer bypass pumps redirecting sewage flows around the construction site, and installation of dewatering wells and a dewatering line to pump encountered groundwater into the sewer system. New 11'6" x 8'6" vaults would replace the previous 10' x 8' vaults at the same depth of 14-15 feet below Harbor Drive. A traffic control plan would be required to facilitate traffic and lane closures during construction.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Mike Fakhoury, Engineering & Capital Projects Department, 600 B Street, Suite 800, MS 908A, San Diego, CA 92101; Ph: (619) 533-3894

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
() DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
(X) EMERGENCY PROJECT (SEC. 21080(b)(2)(4); 15269 (b)(c))

REASONS WHY PROJECT IS EXEMPT: Emergency replacement of both vaults is necessary to maintain service essential to the public health, safety and welfare. The 10' x 10' section of undermined pavement over Vault No. 1 has the potential to collapse at any time. If this were to occur, the resulting debris would clog the 48-inch trunk sewer causing a major sewage spill into Chollas Creek. This undermined section of pavement and the significantly deteriorated condition of Vault No. 2 pose both an immediate and future threat to public health and safety for motorists and pedestrians. This project meets the criteria set forth for emergency projects pursuant to CEQA State Guidelines, Section 15269(b)(c).

LEAD AGENCY CONTACT PERSON: Anna L. McPherson

TELEPHONE: 619 760-446-5276

IF FILED BY APPLICANT:

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

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

Signature of Anna L. McPherson
SIGNATURE/TITLE

04/09/2012
DATE

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

REVISED NOTICE OF EXEMPTION

(Check one or both)

TO: X 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. WBS # B-12039 PROJECT TITLE: CAMPUS POINT DRIVE STORM DRAIN REPAIR PROJECT
PROJECT LOCATION-SPECIFIC: A portion of Campus Point Drive immediately south of Campus Point Court in the University Community Plan area.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: Repair of the sinkhole in Campus Point Drive, immediately south of the intersection of Campus Point Drive and Campus Point Court. Removal and replacement in-kind of damaged water mains, sewer main and dry utility lines damaged by the sinkhole. Replacement of approximately 315 linear feet of damaged 30-inch corrugated aluminum pipe storm drain with 30-inch reinforced concrete pipe storm drain. All work is limited to the existing improved street right of way, no trenching will occur beyond previously disturbed trench widths and depths, and all staging of construction equipment will be located outside of any potentially sensitive areas; therefore, a Site Development Permit is not required for this action.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Mike Fakhoury, Engineering and Capital Projects Department
1010 Second Avenue, Suite 1200, San Diego, CA 92101, Phone: 619-533-3894.

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
() DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
() EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
() CATEGORICAL EXEMPTION:
(X) STATUTORY EXEMPTIONS: PIPELINES LESS THAN ONE MILE - 15282(k)

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an Initial Study which determined that the project to repair and replace the damaged pipelines is less than one mile in length, and is located entirely within the paved public right of way with no surface structures proposed that relate to the operation of the pipeline, as set forth in CEQA Section 21080.21. In addition, the pipeline repair and replacement project would not result in any physical effects on the environment. Therefore, the project meets the criteria set forth in CEQA Section 15282(k) - Pipelines Less than One Mile.

LEAD AGENCY CONTACT PERSON: Cameron

TELEPHONE: (619) 446-5379

IF FILED BY APPLICANT:

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

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

[Signature] SENIOR PLANNER
SIGNATURE/TITLE

October 12, 2011
DATE

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

NOTICE OF EXEMPTION

(Check one or both)

TO: X 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. WBS B-13091 PROJECT TITLE: QUALCOMM STADIUM CONCRETE REPAIRS

PROJECT LOCATION-SPECIFIC: Qualcomm Stadium, 9449 Friars Road, Mission Valley, San Diego.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: Repair of damaged and deteriorated concrete within Qualcomm Stadium is needed to prevent further structural decline which could contribute to injuries. The project consists of removal of all loose concrete and debris at all locations where concrete is spalling in the Plaza level; all exposed metal would be cleaned of rust. An epoxy would then be applied to all exposed steel rebar and all locations would be painted a color similar to the existing concrete. The section above the plaza would be resealed with a watertight weatherproof seal level to minimize additional rusting caused by water from wash downs/rain. After all locations in the Plaza Level have been addressed, other locations where there is spalled concrete will be cleaned of loose concrete and debris, rust would be removed from the steel and an epoxy coating and paint would be applied as needed throughout the rest of the stadium.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Mike Fakhoury, Engineering and Capital Projects Department
1010 Second Avenue, Suite 1200, San Diego, CA 92101, Phone: 619-533-3894

EXEMPT STATUS: (CHECK ONE)

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

REASONS WHY PROJECT IS EXEMPT: The improvements noted above involve strictly interior work needed to repair concrete within Qualcomm Stadium. This action would not result in any impacts to sensitive biological, archaeological, and/or paleontological resources, since areas where work is to be done is identified as 'non-sensitive,' and all work would occur within the existing stadium. Furthermore, the project meets the criteria set forth in CEQA Section 15301 which allows for maintenance to existing facilities/infrastructure and appurtenances; and where the exceptions listed in CEQA Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: Jeffrey Szymanski

TELEPHONE: (619) 446-5324

IF FILED BY APPLICANT:

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

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

Signature/Title: [Handwritten Signature] / SENIOR PLANNER

August 27, 2012
DATE

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR: