# **City of San Diego**

 CONTRACTOR'S NAME:
 TC Construction Company, Inc.

 ADDRESS:
 10540 Prospect Avenue, Santee CA, 92071

 TELEPHONE NO.:
 (619) 448-4560

 FAX NO.:
 FAX NO.:

 CITY CONTACT:
 Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov

Phone No. (619) 533-4491 R. Vejar-Parra / M. Antwan / E. Zuniga

# **BIDDING DOCUMENTS**





FOR

# NORTH PARK IMPROVEMENTS 2 AND LA JOLLA IMPROVEMENTS 1

BID NO.:	K-24-2278-DBB-3
SAP NO. (WBS/IO/CC):	B-22021, B-19120
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	1, 3
PROJECT TYPE:	КВ

FINAL

### THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

### THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:

PHASED-FUNDING

# **BID DUE DATE:**

2:00 PM

# MARCH 21, 2024

# **CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

http://www.sandiego.gov/cip/bidopps/

#### **ENGINEER OF WORK**

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

FESS Nicole DePuy ) Registered Engineer 2/15/24 Seal: 1) Date CA 02/13/2024 2-70770 Seal: 2) ity Engineer Date ROFESS/ON/ GF 02/13/2024 ian norese Seal: C-57979 3) For City Engineer Date

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# REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(d)(2) for important information regarding grounds for debarment for failure to submit required documentation.

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Subcontractor Listing for Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5PM 1 working day after bid opening ALL BIDD	
8.	SLBE Good Faith Effort Documentation	By 5PM 3 working days after bid opening	ALL BIDDERS
9.	Form AA60 – List of Work Made Available	By 5PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	Phased Funding Schedule Agreement	Within 10 working days of the Notice of Intent to Award	AWARDED BIDDER
11.	If the Contractor is a Joint Venture: <ul> <li>Joint Venture Agreement</li> <li>Joint Venture License</li> </ul>	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
13.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
14.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
15.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

#### NOTICE INVITING BIDS

- 1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **NORTH PARK IMPROVEMENTS 2 AND LA JOLLA IMPROVEMENTS 1.** For additional information refer to Attachment A.
- 2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <u>http://www.sandiego.gov</u>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$16,000,000.00**.
- 4. BID DUE DATE AND TIME ARE: MARCH 21, 2024 at 2:00 PM.
- 5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- **6. LICENSE REQUIREMENT**: To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **A or C-34**
- **7. SUBCONTRACTING PARTICIPATION PERCENTAGES**: Subcontracting participation percentages apply to this contract.
  - **7.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	8.7%

- 2. ELBE participation **13.6%**
- 3. Total mandatory participation **22.3%**
- **7.2.** The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on Planetbids.
- **7.3.** The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
  - **7.3.1.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
  - **7.3.2.** Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in

this solicitation by 5PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

#### 8. AWARD PROCESS:

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

#### 9. SUBMISSION OF QUESTIONS:

**9.1.** The Director (or Designee) of the Purchasing & Contracting Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

Contract Specialist EMAIL: <u>JEEspindola@sandiego.gov</u>

- **9.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **9.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- **9.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

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

#### **11. ADDITIVE/DEDUCTIVE ALTERNATES:**

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

#### INSTRUCTIONS TO BIDDERS

#### 1. PREQUALIFICATION OF CONTRACTORS:

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

http://www.sandiego.gov/cip/bidopps/prequalification

**1.5.** Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on <u>PlanetBids.™</u>

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

- **2.7. BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
  - **2.7.1.** Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- **2.8.** ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

#### 3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

- **3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- **3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- **3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- **3.4.** The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- 4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City

shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

#### 5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- **5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer
- **6. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

#### 7. INSURANCE REQUIREMENTS:

- **7.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **7.2.** Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- **8. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") <u>http://www.greenbookspecs.org/</u>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <u>https://www.sandiego.gov/ecp/edocref/greenbook</u>	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and- standard-specifications	2023	ECPD092023-05

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and- standard-specifications	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 7 (CA MUTCD Rev 7) <u>https://dot.ca.gov/programs/safety-programs/camutcd</u>	on 7 (CA MUTCD Rev 7) 2014 ECPD0810	
NOTE:         *Available online under Engineering Documents and F <u>https://www.sandiego.gov/ecp/edocref/</u> *Electronic updates to the Standard Drawings may also be found in t		

- **9. CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the <u>form of an addendum</u>. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
- **10. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- **11. CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

### 12. SUBCONTRACTOR INFORMATION:

12.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the NAME and ADDRESS of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a CONSTRUCTOR, CONSULTANT or SUPPLIER. The Bidder shall state the DIR REGISTRATION NUMBER for all subcontractors and shall further state within the description, the PORTION of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The DOLLAR VALUE of the total Bid to be performed

shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, "Self-Performance", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

- 12.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the NAME, LOCATION (CITY), DIR REGISTRATION NUMBER and the DOLLAR VALUE of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on alternate items, bidder shall use the provided "Subcontractors For Alternates" form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.
- **13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

#### 14. AWARD:

**14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

- **14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- **15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- **16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.
- **17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- **18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

# 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:

- **19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- **19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- **19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

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

Original Bid Bond shall be submitted to: Purchasing & Contracting Department, Public Works Division 1200 3rd Ave., Suite 200, MS 56P San Diego, California, 92101 To the Attention of the Contract Specialist on the Front Page of this solicitation.

#### 20. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

#### 21. BID RESULTS:

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

made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.

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

#### 22. THE CONTRACT:

- **22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- **22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- **22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- **22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- **22.5.** The award of the Contract is contingent upon the satisfactory completion of the abovementioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- **23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive

evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

- **24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
  - **24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - **24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - **24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
  - **24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - **24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
  - **24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - **24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

#### 25. PRE-AWARD ACTIVITIES:

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

# PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

<u>TC CONSTRUCTION COMPANY, INC.</u>, a corporation, as principal, and <u>Liberty Mutual Insurance Company</u>, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of <u>Twenty Million Six Hundred Fifty Thousand Eight Hundred Forty-Six and</u> for the faithful performance of the <u>57/100ths Dollars-(\$20,650,846.57)</u> annexed contract, and in the sum of <u>Twenty Million Six Hundred Fifty Thousand Eight Hundred</u> for the benefit Forty-Six and <u>57/100ths Dollars-(\$20,650,846.57)</u> of laborers and materialmen designated below.

#### **Conditions:**

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

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

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

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

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

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

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

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

#### THE CITY OF SAN DIEGO

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By

Print Name: \_\_\_\_Claudia Abarca \_\_\_\_\_ Director

Purchasing & Contracting Department

Date: June 25, 2024

APPROVED AS TO FORM Mara W. Elliott By

Print Name: ADAM MAND

Date

CONTRACTOR TC CONSTRUCTION COMPANY, INC.

By:

Liberty Mutual Insurance Company

SURETY

By:

Attorney-In-Fact

Print Name: Austin Cameron president Date: 5/3/20

Print Name: Tara Bacon

April 25, 2024

790 The City Drive South, Suite 200 Orange, CA 92868

Local Address of Surety

(800) 763-9268

Local Phone Number of Surety

\$114,106.00

Premium

024276083

**Bond Number** 

#### CALIFORNIA ACKNOWLEDGMENT

#### CIVIL CODE § 1189

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

State of California	
County of San Dread	
on May 3, 2024 before me, Sandra Weaks, Notary Fu	blic
Date Here Insert Name and Title of the Officer	
personally appeared Austin (ameron	
Name(s) of Signer(s)	

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



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

WITNESS my hand and official seal.

Signature Signature of Notary Public

Place Notary Seal and/or Stamp Above

- OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: Performance bond, Labor and material men's bon Number of Pages: Document Date: \_ 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): \_ Partner – 
 Limited 
 General □ Partner – □ Limited □ General Individual □ Attorney in Fact Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Guardian or Conservator □ Trustee Other: \_ Other: Signer is Representing: \_ Signer is Representing:

©2019 National Notary Association

	AC	KNOWLEI	DGMEN	IT		
certificate verifies who signed the c attached, and no validity of that do		of the individu this certificate				
State of California County of	San Diego	)				
on <u>Dpril 25</u>	5 2021 b	efore me,	inna Huo (insert n	vila, Notary ame and title	Public of the officer)	
personally appeare who proved to me subscribed to the v his/her/their author person(s), or the er I certify under PEN	on the basis of sat vithin instrument a ized capacity(ies), ntity upon behalf o ALTY OF PERJUI	nd acknowled and that by h f which the pe	lged to me his/her/the erson(s) a	e that he/she ir signature(s cted, execute	/they executed s) on the instru ed the instrume	l the same i ment the ent.
paragraph is true a				รูลเตอเรียรร้องวิธิเซลิละสีตอนิต		ucu:ElmistaneTang
WITNESS my hand	$\alpha$ and official seal.	0		5	MINNA HUOVII COMM, #24735 NOTARY PUBLIC-CALIFI SAN DIEGO COUR My Commission Ex	DRNIA CONTY



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.

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

Certificate No: 8206895-024019

### **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher Conte; Dale G. Harshaw; Geoffrey Shelton; Janice Martin; John R. Qualin; Lawrence F. McMahon; Lilia De Loera; Minna Huovila; Natassia Kirk-Smith; Ryan Warnock; Sarah Myers; Tara Bacon

all of the city of San Diego state of each individually if there be more than one named, its true and lawful attorney-in-fact to make. CA 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 pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of December . 2021 .





West American Insurance Company Bv:

David M. Carey, Assistant Secretary

Liberty Mutual Insurance Company

The Ohio Casualty Insurance Company

value guarantees. State of PENNSYLVANIA County of MONTGOMERY ss

letter of credi

loan,

note,

Not valid for mortgage, currency rate, interest r

or residual

rate

nd and/or Power of Attorney (POA) verification inquiries, call 610-832-8240 or email HOSUR@libertymutual.com On this 8th day of December , 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casually Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

My commis

PAS MARY PUR

Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County nission expires March 28, 2025 Commission number 1126044 nnsvivania Association of Not

By: firesa Pastella

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5, Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of April 2024



LMS-12873 LMIC OCIC WAIC Multi Co 02/21

# ATTACHMENTS

# ATTACHMENT A

# **SCOPE OF WORK**

#### **SCOPE OF WORK**

#### 1. SCOPE OF WORK:

#### North Park Improvements 2

The Construction consists of the replacement of 8-Inch water mains, the installation of fire hydrants, water services, trench shoring, traffic control, pavement resurfacing, curb ramps, and all other work and appurtenances, and striping, signage, and electrical improvements.

#### La Jolla Improvements 1

The project proposes construction of approximately 8,660 LF (1.64 miles) of new polyvinyl chloride (PVC) water mains to replace existing 1.5, 4, 6, 8, 12, and16-Inch diameter asbestos cement (AC) water mains including all associated water services, fire hydrants, valves, water meters, and other appurtenances. The project also proposes to abandon 7,194 LF (1.36 miles) of existing 8, 12, and 16-Inch AC water mains. The project also proposes to install bicycle lanes, curb ramps, traffic control, trench restoration, and pavement resurfacing.

- **1.1.** The Work shall be performed in accordance with:
  - 1.1.1. The Notice Inviting Bids and Plans numbered 0100625-01-D through 0100625-29-D, Striping Plans numbered 100255-1-D through 100255-8-D inclusive (for North Park Improvements 2), and Plans numbered 41845-01-D through 41845-25-D, and Traffic Control Plans numbered 41845-T01-D through 41845-T024-D, inclusive (for La Jolla Improvements 1).
- 2. LOCATION OF WORK: The location of the Work is as follows:

See Appendix E – Location Maps.

**3. CONTRACT TIME:** The Contract Time for completion of the Work shall be **514 Working Days**.

# ATTACHMENT B

# PHASED FUNDING PROVISIONS

#### PHASED FUNDING PROVISIONS

#### 1. PRE-AWARD

- **1.1.** Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
  - **1.1.1.** Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT".
- **1.2.** Contractor's failure to perform any of the following may result cancelling the award of the Contract:
  - **1.2.1.** Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
  - **1.2.2.** Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

#### 2. POST-AWARD

- **2.1.** Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.
- **2.2.** The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

# PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank in this sample, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

#### BID NUMBER: K-24-2278-DBB-3

CONTRACT OR TASK TITLE: North Park Improvements 2 and La Jolla Improvements 1 CONTRACTOR: TC Construction Company

Fundi	ng Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
	Water	The work to be completed in <b>Phase 1</b> in North Park Improvements 2 (B-22021) shall include Bonds, Mobilization, Trench Shoring and installation of Water Pipes, Fire Hydrants and Water Services associated with this contract and specifications on Plan Sheets: 03, 04, 05, 12, 13	NTP	12/30/24	\$3,000,000.00
Phase 1The work to be completed in Phase 1 in La Jolla Improvements 1 (B-19120) shall include Bonds, Mobilization, Trench Shoring and installation of Water Pipes, Fire Hydrants and Water Services associated with this contract and specifications on Plan Sheets: 08, 09, 10, 11 & 12.		NTP	12/30/24	\$3,000,000.00	
	-		TOTAL PHASE 1		\$6,000,000.00
Phase	Water	The work to be completed in <b>Phase 2</b> in North Park Improvements 2 (B-22021) shall include Trench Shoring and installation of Water Pipes, Fire Hydrants and Water Services and paving within the influence zone associated with this contract and specifications on Plan Sheets: 06, 07, 08, 09, 10, 11, 14 and 15.	1/1/25	12/30/25	\$4,500,000.00
2	Water	The work to be completed in <b>Phase 2</b> La Jolla Improvements 1(B-19120) shall include Trench Shoring and installation of Water Pipes, Fire Hydrants and Water Services and paving within the influence zone associated with this contract and specifications on Plan Sheets: 03, 04, 13, 14 and 15.	1/1/25	12/30/25	\$3,000,000.00
	<u></u>		тот	AL PHASE 2	\$7,500,000.00

Phase 3	Water	The work to be completed in <b>Phase 3</b> in North Park Improvements 2 (B-22021) shall include the remaining of the construction activities associated with this contract and specifications on Plan Sheets: 16, 17, 18, 19, 20, 21, 22, 23, 24, 27. The work shall include paving within the influence area.	1/01/26	8/15/2026	\$3,400,417.00
	Water	The work to be completed in <b>Phase 3</b> in La Jolla Improvements 1 (B-19120) shall include the remaining of the construction activities associated with this contract and specifications on Plan Sheets: 05, 06, 07, 17 through 29. The work shall include paving within the influence area.	1/01/26	8/15/2026	\$1,689,686.00
			тот	AL PHASE 3	\$5,090,103.00
Phase	Paving	The work to be completed in <b>Phase 4</b> in North Park Improvements 2 (B-22021) shall include the proposed Paving on Plan Sheets 25 & 26.	08/29/26	NOC	\$890,781.20
4	Paving	The work to be completed in <b>Phase 4</b> in La Jolla Improvements 1 (B-19120) shall include the proposed Paving on Plan Sheet 16	08/29/26	NOC	\$1,101,549.02
Phase	BL Striping, Signage and Electrical	The work to be completed in <b>Phase 4</b> in North Park Improvements 2 (B-22021) shall include the proposed Bike Lane (BL) Striping, Signage and Electrical on Plan Sheets T-1 through T-7 and E-1	08/29/26	NOC	\$44,028.10
4	Via Capri Striping, Signage, Improve ment	The work to be completed in <b>Phase 4</b> in La Jolla Improvements 1 (B-19120) shall include the proposed Bike Lane (BL) Striping, Signage and Improvement on Plan Sheets T-1 through T-6	08/29/26	NOC	\$24,385.25
			тот	AL PHASE 4	\$2,060,743.57
	CONTRACT TOTAL \$20,650,846.57		\$20,650,846.57		

Notes:

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

# **CITY OF SAN DIEGO**

#### CONTRACTOR

PRINT NAME: Nabil Batta Construction Senior Engineer
Signature: Na Co Batta
Date:June 25, 2024
PRINT NAME: Janice Jaro Design Senior Engineer
Signature:
Date:

PRINT NAME: Austin Cameron

Title: President
Signature:
Date: 6/25/24

# ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

#### EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

#### A. INTRODUCTION.

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

#### B. GENERAL.

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

#### C. DEFINITIONS.

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

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

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

#### D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

#### 1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

#### E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

- 2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
- 3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
  - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
  - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
  - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.
- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- I) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or singleuser toilets and necessary changing facilities to assure privacy between the sexes.

## F. SUBCONTRACTING.

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

subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.

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

## G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

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

## H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

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

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

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

## I. PROMPT PAYMENT.

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

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

#### J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

## K. CERTIFICATION.

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

#### L. CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show

name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

- 2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
- 3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
  - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10<sup>th</sup> day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
- 4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

# EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

#### A. GENERAL.

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

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

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

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

7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

## B. DEFINITIONS.

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

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

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

capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

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

# C. SUBCONTRACTOR PARTICIPATION.

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

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

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

#### D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

- 1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE–ELBE firms.
  - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
  - b) The Bidders shall indicate the participation on Forms AA35 List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
  - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
- 2.. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
  - a) 5% bid discount for SLBE-ELBE firms.
  - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
  - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.

- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
- e) In the event of a tie bid between a discounted Bid and a nondiscounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
- 4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

# E. JOINT VENTURES.

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

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

# F. MAINTAINING PARTICIPATION LEVELS.

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

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

## G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

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

## H. GOOD FAITH EFFORT DOCUMENTATION.

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

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

# I. SUBCONTRACTOR SUBSTITUTION.

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

# J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

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

# K. RESOURCES.

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

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

# ATTACHMENT D

# **PREVAILING WAGE**

## **PREVAILING WAGE**

- 1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
  - **1.1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
    - **1.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <u>http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</u>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - **1.1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
  - **1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 1861.

- **1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
  - **1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- **1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- **1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- **1.7.** Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **1.8.** Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- **1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
  - **1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
  - **1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- **1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- **1.11.** List of all Subcontractors. The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

- **1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:
  - **1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
  - **1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
  - **1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).

# ATTACHMENT E

# SUPPLEMENTARY SPECIAL PROVISIONS

# SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

#### **1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK":

To item 47, "Holiday", ADD the following:

Holiday	Observed On
Juneteenth	June 19

To item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

**Normal Working Hours**: Normal Working Hours shall be **8:30 AM to 3:30 PM**, **Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

#### **SECTION 2 - SCOPE OF THE WORK**

- **2-2.2 Caltrans Encroachment Permit.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall apply and obtain the Caltrans Encroachment Permit.
    - a) You shall pay for and secure the permit prior to construction.
    - b) You shall arrange and pay for inspection as required by Caltrans.
- **2-2.3 Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
  - 2. The payment for applying and obtaining the Caltrans Encroachment Permit shall be included in the Allowance Bid item for "**Caltrans Encroachment Permit**" and shall include preparing plans and addressing Caltrans comments.

#### SECTION 3 – CONTROL OF THE WORK

- **3-2 SELF-PERFORMANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the Base Bid.
- **3-8.7 Contractor's Quality Control Plan (QCP).** To the "WHITEBOOK", ADD the following:
  - The establishment and implementation of a Quality Control Plan (QCP), as defined in the standard specifications, shall be required for this Contract. See example in Appendix G - Sample Contractor's Daily Quality Control Inspection Report.
- **3-9 TECHNICAL STUDIES AND SUBSURFACE DATA.** To the "WHITEBOOK", ADD the following:
  - 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
    - a) Geotechnical Investigation Report, La Jolla Improvements 1, dated February 22, 2023 by Atlas Technical Consultants LLC.
  - 6. The reports listed above are available for review at the following link:

https://drive.google.com/drive/folders/1efVr4I35SH\_TtQBwTCZGq4FfElM2j769?usp=sharing

- **3-12.1 General.** To the "WHITEBOOK", ADD the following:
  - 3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
    - a) Every Friday on a weekly basis.
    - b) 1 Working Day prior to each rain event.
    - c) As directed by the Engineer.

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

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

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

## **3-13.1 Completion.** To the "WHITEBOOK", ADD the following:

2. Substantial Completion, in accordance with 3-13.1.1, "Requirements Before Requesting Substantial Completion", shall be completed in phases for this project as defined below:

Phase	Work Description	Limits of Work
1	All work associated with Via Capri, Via Avola, La Jolla Scenic Drive S, La Jolla Parkway, and La Jolla Scenic Drive N	Via Capri, Via Avola, La Jolla Scenic Drive S, La Jolla Parkway, and La Jolla Scenic Drive N
2	All work associated with Villa La Jolla Dr between Gilman Drive and La Jolla Village Drive	Villa La Jolla Dr between Gilman Drive and La Jolla Village Drive

3. Phases for Substantial Completion do not have to be completed in sequential order.

#### **3-15.3 Coordination.** To the "WHITEBOOK", ADD the following:

- 2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of La Jolla. See **Appendix F Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a) Coastal Rail Trail, S00951, Gilman Drive (between La Jolla Colony Drive to La Jolla Village Drive), Jacob Randles, 619-495-4755
  - b) TL673/Underground Transmission, SDGE NV5, Via Capri & La Jolla Scenic Dr S, SDG&E
  - c) La Jolla Improv 2, B19117, La Jolla Scenic Drive N, Resident Engineer Scott Turner, 619-533-4207
  - d) La Jolla Improv 3, B20023, Via Capri, Jody Cheung, 858-573-5071

#### **SECTION 4 - CONTROL OF MATERIALS**

- **4-6 TRADE NAMES.** To the "WHITEBOOK", ADD the following:
  - 11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the issuance of the Notice of Intent to Award** and on the City's Product Submittal Form available at:

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

#### **SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES**

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

#### 5-4 INSURANCE.

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

#### 5-4.1 Policies and Procedures.

- 1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
- 4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- 5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
- 6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

#### 5-4.2 Types of Insurance.

#### 5-4.2.1 General Liability Insurance.

- 1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- 2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
- 3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- 4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

## 5-4.2.2 Commercial Automobile Liability Insurance.

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

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

- 1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
- 2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- 3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code

section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

# 5-4.2.4 Contractors Pollution Liability Insurance.

- 1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
- 2. All costs of defense shall be outside the limits of the policy.
- 3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
- 4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
- 5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

## 5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

- 1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain 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 no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
- 2. All costs of defense shall be outside the limits of the policy.
- 3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you..
- 4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City

- 5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.
- **5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.
- **5-4.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the state of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described in this Contract.

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

## 5-4.5 Policy Endorsements.

# 5-4.5.1 Commercial General Liability Insurance.

- **5-4.5.1.1** Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
  - i. Ongoing operations performed by you or on your behalf,
  - ii. your products,
  - iii. your work, e.g., your completed operations performed by you or on your behalf, or
  - iv. premises owned, leased, controlled, or used by you.

- **5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives of your insurance and shall not contribute to it.
- **5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit to the aggregate limit provided for the products-completed operations hazard.

## 5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.

**5-4.5.2.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

# 5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

- **5-4.5.3.1** Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
  - a. Ongoing operations performed by you or on your behalf,
  - b. your products,
  - 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.
- **5-4.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance

maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**5-4.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

#### 5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

- **5-4.5.4.1** Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
  - a. Ongoing operations performed by you or on your behalf,
  - b. your products,
  - 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.
- **5-4.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees of the selected officials, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **5-4.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.
- **5-4.6** Deductibles and Self-Insured Retentions. You shall disclose deductibles and selfinsured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

- **5-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.
- **5-4.8** Notice of Changes to Insurance. You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.
- **5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.
- **5-10.3 Exclusive Community Liaison Services.** To the "WHITEBOOK", ADD the following:
  - 2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services".

# 5-10.3.2 Weekly Updates Recipients.

- 1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:
  - 1. Janice Jaro, Senior Engineer, <u>JJaro@sandiego.gov</u>
  - 2. Roberto Vejar-Parra, Project Manager, <u>RVejarParra@sandiego.gov</u>
  - 3. Jose Lopez, Project Manager, <u>Jglopez@sandiego.gov</u>
  - 4. Resident Engineer, TBD, <u>XXX@sandiego.gov</u>

## SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

- 6-1.1 **Construction Schedule.** To the "WHITEBOOK", ADD the following:
  - 3. Refer to the Sample City Invoice materials in **Appendix D Sample City Invoice with Cash Flow Forecast** and use the format shown.
- **6-1.2 Commencement of the Work.** To the "WHITEBOOK", ADD the following:
  - 7. Work Along Via Capri from Via Avola to the cul-de-sac, La Jolla Scenic Dr S., La Jolla Parkway, and La Jolla Scenic Dr N. shall be completed first (sheets 41845-08-D through 41845-15-D).
- 6-1.3.1 Payment. To the "WHITEBOOK", ADD the following:
  - 2. The payment for any work outside normal working hours, including weekend work and night work, shall be included in the Contract Price.

#### **6-2.1 Moratoriums.** To the "WHITEBOOK", ADD the following:

- 4. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
  - Paving Moratorium for Illinois St South of Howard Ave & Polk Ave; Iowa St North & South of Polk Ave; Iowa St South of Howard Ave; 32nd St South of Polk Ave
  - b) Holiday Moratorium near shopping areas from Thanksgiving to New Years Day (inclusive).
- **6-3.1 General.** To the "WHITEBOOK", item 3, subitem d, DELETE in its entirety and SUBSTITUTE with the following:
  - d) 30 Calendar Days for full depth asphalt final mill and resurfacing work required per SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation".

#### ADD:

## 6-6.1.1 Environmental Document.

- The City of San Diego has prepared a Notice of Exemption for North Park Improvements 2, WBS No. B-22021.02.06, as referenced in the Contract Appendix. You shall comply with all requirements of the Notice of Exemption as set forth in Appendix A.
- 2. The City of San Diego has prepared a **Notice of Exemption** for **La Jolla Improvements 1**, WBS No. **B-19120.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
- 3. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.
- **6-9 LIQUIDATED DAMAGES**. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
  - 2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

Contract Value	Liquidated Damages Daily Amount
Less than \$200,001	\$1,000

Contract Value	Liquidated Damages Daily Amount
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

#### **SECTION 7 - MEASUREMENT AND PAYMENT**

- **7-3.2.2.1 Progress Payment for Pipelines.** To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:
  - 4. In asphalt-surfaced streets, the City shall pay 15% for hydrostatic and bacterial testing, Wayneball and Mandrelling (where necessary), for water and sewer utility constructions respectively, and operational testing for storm drains, including the trench cap and cleanup. The City shall pay the remaining 5% after completing the asphalt wearing surface, Trench Capping per SDG-107 "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation", and final cleanup.
- **7-3.9** Field Orders. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

Contract Price	Maximum Each Field Order Work Amount
Less than \$1,000,001	\$10,000
\$1,000,001 to \$5,000,000	\$20,000
\$5,000,001 to \$10,000,000	\$25,000
\$10,000,001 to \$30,000,000	\$40,000

#### TABLE 7-3.9 FIELD ORDER LIMITS

Contract Price	Maximum Each Field Order Work Amount
Greater than \$30,000,000	\$70,000

# **7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK", ADD the following:

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

#### **SECTION 209 – PRESSURE PIPE**

- **209-1.1.1 General.** To the "GREENBOOK", ADD the following:
  - 1. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.
  - 2. Refer to AWWA C900-16 for all references to AWWA C905.

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

- **301-1.6 Preparatory Repair Work.** To the "WHITEBOOK", DELETE in their entirety and SUBSTITUTE with the following:
  - 1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.
  - 2. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
  - 3. Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
  - 4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.

- 5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:
  - a. Offset distance of the appurtenance from the curb face
  - b. The limits of the appurtenance or corners of the vault/box
- 6. The quantities shown on the Plans are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown on the Plans.
- 7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.
- 8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.
- 9. Compaction tests shall be made to ensure compliance with the specifications.
- 10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
- 11. If additional base material is required, you shall use Class 2 Aggregate base in accordance with 200-2.9.1, "Class 2 Aggregate base (Scheduled, 5 Inch)" and "Class 2 Aggregate base (unscheduled, 5 Inch)" or as directed by the Engineer.
- 12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.
- 13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and class 2 aggregate base, have been identified on the Plans as "DO", Dig Out, also called Base Repairs.
- 14. The areas and quantities shown on the Plans are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify

any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.

- 15. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
- 16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.
- 17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1 "General".
- 18. Recycled base material shall conform to Class 2 Aggregate Base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
- 19. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
- 20. Materials removed, regardless of removal method, shall be disposed of at a legal site.
- 21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:
  - a. If the base material is exposed, to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
  - b. Base repairs shall have a minimum depth of 10".
  - c. You shall repair the areas shown on the Plans of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have
no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.

- d. When additional base material is required, then you shall use Class 2 Aggregate Base in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.
- e. Recycled base material shall conform to Class 2 Aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
- f. You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
- g. For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned, and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt pavement. Please refer to Street Resurfacing Sheets of the Plans.
- h. Base repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" at 5 inches, and 5 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" unless otherwise directed by the Engineer. These areas have been identified on the Plans as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.9. "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". "General" Preliminary quantities are identified in Street Resurfacing Sheets of the Plans but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 15% RAP in content.
- i. Base repair with asphalt concrete base areas where failed pavement is removed either by cold milling or by excavation shall be restored to

existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE." The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General." Base Repairs shall not exceed 15% RAP in content. Base Repairs with Asphalt Concrete Base shall not be performed except where directed by the Engineer.

- j. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.
- k. A base repair is considered unscheduled when it is not identified on the Plans as "DO" prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.
- At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of Class 2 Aggregate Base material placed or as directed by the Engineer.
- **301-1.7 Payment.** To the "WHITEBOOK", DELETE in their entirety and SUBSTITUTE with the following:
  - 1. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included under the lump sum Bid items or for the Contract Unit Prices for which hardscape removal is required. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.
  - 2. The payment for the preparatory works shall be included in the lump sum Bid Items and Contract Unit Prices for which preparation works are performed, unless it is specified as a separate Bid Item.
  - 3. The areas and quantities shown on the Plans are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown on the Plans. The quantities shown in the appendices are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.

- 4. Asphalt pavement subgrade repair, and base repair dig-outs, shall be paid at the Contract unit price for "Excavate and Export (Scheduled, 10 Inch)" and "Excavate and Export (Unscheduled, 10 Inch)", "Asphalt Concrete Base (Scheduled, 5 Inch)" and "Asphalt Concrete Base (Unscheduled, 5 Inch)", "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)". No Payment shall be made for areas of over excavation as determined by the Engineer.
- When Cold Milling is used as a method for excavation for subgrade or base repair for pavement, Cold Milling shall be included in the Contract Unit Price for "Excavate and Export (Scheduled, 10 Inch)" or "Excavate and Export (Unscheduled, 10 Inch)".
- 6. The payment for Excavation shall be paid at the Contract Unit Price for **"Excavate and Export (Scheduled, 10 Inch)"** or **"Excavate and Export (Unscheduled, 10 Inch)"** for each bank cubic yard of material removed. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
- Miscellaneous asphalt patching and tack coat for areas outside of the limits of resurfacing shall be included in the unit price for Bid Item "Asphalt Pavement Repair" and no additional payment shall be made therefore regardless of number and location of patches.
- 8. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
- **301-2.4** Measurement and Payment. To the "GREENBOOK", ADD the following:
  - Payment for Class 2 Aggregate base material installed shall be made at the Contract Unit Price for "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer.

### SECTION 302 – ROADWAY SURFACING

**302-5.2 Pavement Restoration Adjacent to Trench.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

### 302-5.2 Pavement Restoration Adjacent to Trench Influence Zone

The Work for pavement restoration shall include the replacement of existing pavement outside of the trench influence zone in accordance with SECTION 302 – ROADWAY SURFACING and as shown on the Plans.

- 1. Prior to the commencement of the Work, you shall meet with the Engineer and determine the limits of the pavement to be replaced.
- 2. Existing pavement shall be removed in accordance with SECTION 404 COLD MILLING, and as shown on the Plans.
- 3. Areas of damaged pavement requiring base repair Work shall be restored in accordance with Section 301-1.6 "Preparatory Repair Work", and as shown on the Plans.
- **302-5.2.1 Measurement and Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - The payment for asphalt concrete pavement restoration outside of the trench influence zone shall be made on a tonnage basis in accordance with Section 302-5.9 "Measurement and Payment", and paid for under Bid Item "Asphalt Concrete Overlay ( \_ Inch)", unless separate Bid items have been provided. The following shall be included in the payment for "Asphalt Concrete Overlay ( \_ Inch)":
    - a) Saw-cutting existing edges.
    - b) Applying tack coat.
    - c) Placement, curing, and protection of new pavement.
  - 2. The payment for removal of existing asphalt concrete pavement shall be made on square foot basis in accordance with Section 404-12 "Payment", and paid for under Bid Item **"Cold Milling (\_Inch)"**.
  - 3. The payment for base repair Work shall be made in accordance with Section 301-1.7 "Payment".
- **302-6.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
  - 3. The thickness of the new concrete pavement shall be in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation".

#### SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

- **306-1 GENERAL**. To the "GREENBOOK", ADD the following:
  - 1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings.
    - a) SDG-105, "Pavement Restoration General Notes"
    - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation"
    - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation"

- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys Minor Excavation

## ADD:

### 306-1.1 High-line Phasing.

1. Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:

#### **North Park Improvements 2**

- a) Phase I: Utah St & Iowa St between Howard Av & University Av; 32<sup>nd</sup> St between Polk Av & Lincoln Av
- b) Phase II: Grim Av between University Av & Redwood St; Ohio St & Illinois St between Howard Av & University Av

#### La Jolla Improvements 1

- a) Phase I: Villa La Jolla Drive from La Jolla Village Drive to Gilman Drive
- b) Phase II: Villa La Jolla Drive from La Jolla Village Drive to Gilman Drive
- c) Phase III: Via Avola from North of Via Avola to Via Capri; Via Capri from Via Avola to Hidden Valley Road
- d) Phase IV: Via Capri from Hidden Valley Road to La Jolla Scenic Drive S
- e) Phase V: Via Capri from La Jolla Scenic Dr S to Cul-de-sac; La Jolla Scenic Dr S from South of La Jolla Scenic Dr S to North of La Jolla Scenic Dr S
- 2. When installing pipelines within the City's streets, for the following streets, the total time allowed for the completion of Work shall not exceed **10 Working Days** per 500 feet of pipeline installation:
  - a) Via Capri
- **306-3.3.4 Payment.** To the "WHITEBOOK", ADD the following:
  - 12. The payment for pavement restoration including influence area shall be included in the Bid items for the associated abandonment Work.
- **306-15 PAYMENT.** To the "GREENBOOK", ADD the following:
  - 1. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
- **306-15.1 General.** To the "WHITEBOOK", item 1, subitem n, DELETE in its entirety and SUBSTITUTE with the following:
  - n) Permanent resurfacing. See **306-1 GENERAL** for permanent pavement restoration requirements.

- **306-15.6 Hydrants.** To the "WHITEBOOK", ADD the following:
  - 5. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
  - 6. See **306-1 GENERAL** for permanent resurfacing requirements.
- **306-15.7 Buried Structures.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- **306-15.7 Buried Structures.** To the "GREENBOOK", sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

The Contract Unit Price shall include excavation, backfill, disposal of all excess excavation, constructing inverts, furnishing and installing castings, restoration of the street surface (See **306-1 GENERAL** for permanent resurfacing requirements) and improvements including but not limited to sidewalk panel, and all other Work, excluding temporary resurfacing, necessary to construct the buried structure, complete in-place.

#### **306-15.8 Pipeline Appurtenances.** To the "WHITEBOOK", ADD the following:

- Payment for pipeline appurtenances will be made at the contract unit price for each appurtenance of the size including permanent resurfacing requirements.
   See **306-1 GENERAL** for permanent resurfacing requirements.
- 11. The payment for automatic combination air and vacuum (air release) valves with blow off assembly shall be included in the Contract Price unless a Bid item has been provided for **"Automatic Combination Air and Vacuum (Air Release) Valves with Blow Off Assembly (2-Inch, Class 235)"**

#### **306-16.6 Payment.** To the "WHITEBOOK", ADD the following:

- 6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
  - a) See **306-1 GENERAL** for permanent resurfacing requirements.

#### **306-17.2 Payment.** To the "WHITEBOOK", ADD the following:

- 12. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
- 13. See **306-1 GENERAL** for permanent resurfacing requirements.

#### **SECTION 307 - JACKING AND TUNNELING**

#### **307-1 JACKING OPERATIONS.** To the "GREENBOOK", ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of

San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.

- a) SDG-105, "Pavement Restoration General Notes"
- b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
- c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

#### **307-1.7 Payment.** To the "WHITEBOOK", ADD the following:

- 2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
- 3. See **307-1 JACKING OPERATIONS** for permanent resurfacing requirements.

#### **SECTION 315 - HORIZONTAL DIRECTIONAL DRILLING**

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

- 2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys Minor Excavation"

#### **315-14 MEASUREMENT AND PAYMENT.** To the "WHITEBOOK", ADD the following:

3. See Section **315-1 GENERAL** for permanent resurfacing requirements.

#### **SECTION 317 – PIPE FUSION**

#### **317-2 PIPE FUSION FOR WATER MAINS.** To the "WHITEBOOK", ADD the following:

- 1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys Minor Excavation"
- **317-2.12 Payment.** To the "WHITEBOOK", ADD the following:
  - 2. See Section **317-2 PIPE FUSION FOR WATER MAINS** for permanent resurfacing requirements.

#### SECTION 400 – PROTECTION AND RESTORATION

- **400-1 GENERAL.** To the "WHITEBOOK", ADD the following:
  - 6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
    - a) SDG-105, "Pavement Restoration General Notes"
    - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation"
    - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
    - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"

SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

#### **SECTION 401 – REMOVAL**

- **401-3.1 Concrete Pavement.** To the "WHITEBOOK", ADD the following:
  - 4. See Section **400 -1 GENERAL** for permanent resurfacing requirements.
- 401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections. To the "WHITEBOOK", ADD the following:
  - 7. See Section **400 -1 GENERAL** for permanent resurfacing requirements.

#### **SECTION 402 – UTILITIES**

**402-1.1 General.** To the "GREENBOOK", paragraph 5, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall complete excavation, backfill, and placement of temporary resurfacing on the same Day. Backfill shall conform to 306-12 Temporary resurfacing shall conform to 306-13.1. Permanent resurfacing shall be placed within 10 Working Days unless otherwise specified in the Special Provisions or directed by the Engineer. See Section **400 -1 GENERAL** for permanent resurfacing requirements.

To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTUTUTE with the following:

- 2. You shall fill all potholes on the same day of potholing if no trenching is to be performed within 10 Working Days of the excavation. Fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise specified by the Engineer. Permanent resurfacing shall conform to SDG-123, "36-Inch and Smaller Pothole and Exploratory Excavation".
- **402-2 PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:
  - g) Refer to **Appendix L Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.
- **402-8 PAYMENT.** To the "WHITEBOOK", ADD the following:
  - 6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

#### **SECTION 404 – COLD MILLING**

- **404-1 GENERAL.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Excessive asphalt concrete pavement adjacent to Type "G" and "H" curb and gutter lines and concrete cross gutters shall be milled in accordance with the City of San Diego Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation" or as shown on the Plans.

#### **SECTION 700 - MATERIALS**

- **700-1.3 (86-1.02B) Conduit.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - When approved by the Engineer, conduit runs shown on the plans to be 1. located behind curbs may be installed in the street, within 4 feet of and parallel to the curb, by narrow trenching. All pull boxes shall be located behind the curb or at locations shown on the plans. Narrow trenching shall be performed in accordance with the latest City Standards. Any changes in conduit location shall be approved in advance by the Engineer. All narrow trenching shall conform to the City of San Diego Standard Drawings SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation", SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation" and be inspected prior to backfill. Trenches behind sidewalks shall be compacted using compaction tools to ensure no sinking of trench will occur. Trenches wider than 6 inch (15.2 cm) shall conform to the City of San Diego Standard Drawings SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation", and SDG-119, "Trench Types G, H & I Backfill for Dry Utility". A 3-inch (7.6 mm) bed of fine soil or sand shall be placed in the trench.

#### SECTION 701 - CONSTRUCTION

- **701-2 PAYMENT.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
  - 3. The payment for the trenching and pavement restoration, including influence areas, is included in the payment for the associated Work.

#### SECTION 901 – INSTALLATION AND CONNECTION

- **901-1.1.2.3** High-lining Removed by the Contractor. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following
  - 2. After removing all high-lining construction material and debris, you shall restore streets, curbs, gutters, sidewalks, fire hydrants, and other disturbed facilities in accordance with PART 4 EXISTING IMPROVEMENTS. Street resurfacing shall be restored in accordance with the SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation".
- **901-2.4 Pavement Restoration.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
  - 2. After the final connection is completed, you shall remove all temporary resurfacing, compact sub-grade and restore affected area with permanent

resurfacing in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.

- a) SDG-105, "Pavement Restoration General Notes"
- b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation"
- c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys Minor Excavation"
- **901-2.5 Payment.** To the "WHITEBOOK", item 1, subitem g, and item 3, DELETE in their entirety and SUBSTITUTE with the following:
  - g) Pavement Restoration including influence area.
  - 3. Traffic Control, saw cutting the trench area, pavement restoration in accordance with SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation" and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid Item for **"Pavement Restoration for Final Connection"**

#### SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

- **GENERAL.** To the "WHITEBOOK", ADD the following:
  - 8. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.

# SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

## **APPENDIX A**

## **NOTICES OF EXEMPTIONS**

#### NOTICE OF EXEMPTION

(Check one or both)

- TO: <u>X</u> Recorder/County Clerk P.O. Box 1750, MS A-33 1600 Pacific Hwy, Room 260 San Diego, CA 92101-2400
  - Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814
- FROM: City of San Diego Engineering & Capital Projects Department 525 B Street, Suite 750, MS 908A San Diego, CA 92101

Project Name: North Park Improvements 2 WBS No.: B-22021.02.06

**Project Location-Specific:** The project is located along Grim Avenue between Redwood Street and University Avenue; along the alley west of Kansas Street, Ohio Street, Illinois Street, Iowa Street between University Avenue and Howard Avenue; and along 32<sup>nd</sup> Street between University Avenue and Polk Avenue within the North Park Community Planning Area (Council District 3).

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

**Description of nature and purpose of the Project:** The project will replace approximately 13,043 linear-feet (LF) (2.47 miles) of existing 6- and 8-inch diameter asbestos cement water mains with appropriately sized polyvinyl chloride (PVC) mains; improve associated water services, fire hydrants, curb ramps, cross gutters, traffic control; and resurface approximately 2,045 LF (0.39 miles) of existing streets with asphalt concrete overlay.

Name of Public Agency Approving Project: City of San Diego

### Name of Person or Agency Carrying Out Project: City of San Diego

Engineering and Capital Projects Department Contact: Jerry Jakubauskas, Senior Planner Email/Phone No.: JJakubauskas@sandiego.gov / (619) 533-3755 525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

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: 15301 (Existing Facilities), 15302 (Replacement or Reconstruction), and 15303 (New Construction or Conversion of Small Structures).
- () Statutory Exemptions:

**Reasons why project is exempt:** The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Sections 15301 (Existing Facilities) which consist of the repair of existing water mains and water services; 15302 (Replacement and Construction) which consist of the replacement or reconstruction of existing water mains, water services, fire hydrants, curb ramps, cross gutters, and street resurfacing; 15303 (New Construction) which allows for the construction of a limited number of new small structures or facilities such as new water mains; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Jerry Jakubauskas

Telephone: (619) 533-3755

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

Carris Purcell

Carrie Purcell, Deputy Director

November 8, 2022 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: <u>X</u> Recorder/County Clerk FROM: City of Sa P.O. Box 1750, MS A-33 Engineer 1600 Pacific Hwy, Room 260 525 B St San Diego, CA 92101-2400 San Diego Office of Planning and Research
  - Sacramento, CA 95814

1400 Tenth Street, Room 121

FROM: City of San DiegoEngineering & Capital Projects Department525 B Street, Suite 750, MS 908ASan Diego, CA 92101

Project Name: La Jolla Improvements 1

WBS No.: B-19120.02.06

**Project Location-Specific:** The project is located on Villa La Jolla Drive between Gilman Drive and La Jolla Village Drive, and on Via Capri and La Jolla Scenic Drive South between Via Avola and La Jolla Parkway, within the La Jolla Community Planning Area (Council District 1).

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

**Description of nature and purpose of the Project:** The project will replace-in-place approximately 9,007 linear feet (LF) (1.7 miles) of existing 1.5-, 6-, 8-, 12-, and 16-inch diameter asbestos cement (AC) water mains with new 8-, 12-, and 16-inch polyvinyl chloride (PVC) water mains, including all associated water services, fire hydrants, valves, water meters, and other appurtenances. The project will also install new curb ramps and pavement resurfacing. A segment of new water main crossing underneath La Jolla Parkway from La Jolla Scenic Drive North to La Jolla Scenic Drive South will be installed using trenchless construction methods (i.e., tunneling). All other segments of water main installation to be replaced within the existing trench alignments and within new trench alignments will use an open trench construction method.

### Name of Public Agency Approving Project: City of San Diego

## Name of Person or Agency Carrying Out Project: City of San Diego

Engineering and Capital Projects Department Contact: Jerry Jakubauskas Email/Phone: JJakubauskas@sandiego.gov / (619) 533-3755 525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

### 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: 15301 (Existing Facilities); 15302 (Replacement or Reconstruction); and 15303 (New Construction or Conversion of Small Structures)

**Reasons why project is exempt:** The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (Existing Facilities), which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, including existing publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services (i.e., replacement-in-place segments are minor alterations intended to repair existing water main service); Section 15302 (Replacement or Reconstruction), which consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site, including replacement or reconstruction of existing utility systems and/or facilities involving negligible

or no expansion of capacity (i.e., replacement-in-place segments are minor alterations intended to repair existing water main service); Section 15303 (New Construction or Conversion of Small Structures), which consists of construction of limited numbers of new, small facilities or structures, including water mains, sewage, electrical, gas, and other utility extensions (i.e., installation of new water main, fire hydrants, valves, water meters, curb ramps, and street resurfacing); and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Jerry Jakubauskas

Telephone: (619) 533-3755

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.

<u>James Arnhart</u> James Arnhart, Program Manager

April 21, 2023 Date

Check One: (X) Signed By Lead Agency () Signed by Applicant

Date Received for Filing with County Clerk or OPR:

## **APPENDIX B**

# FIRE HYDRANT METER PROGRAM

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

## 1. **PURPOSE**

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

## 2. <u>AUTHORITY</u>

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

### Reference

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

## 3. **DEFINITIONS**

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

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

## 4. **<u>POLICY</u>**

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

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

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

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

## Process for Issuance

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

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

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

## 4.7 **Relocation of Existing Fire Hydrant Meters**

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

## 4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

## 5. **EXCEPTIONS**

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

## 6. MOBILE METER

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

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

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

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

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

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

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

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

## 8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

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

Water Department Director

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

### APPENDIX

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

Application PUBLIC UTILITIES Water & Vaster advert	(	HIBIT A)	(For Office Use O FAI BY	CH
Meter Information		Application Date	Reque	sted Install Date:
Fire Hydrant Location: (Attach Detailed Map//Thomas E	Bros. Map Location or Cons	truction drawing.) Zip:	<u>T.B.</u>	<u>G.B.</u> (CITY USE)
Specific Use of Water:				
Any Return to Sewer or Storm Drain, If so , explain:				
Estimated Duration of Meter Use:			Check	Box if Reclaimed Water
Company Information				
Company Name:				
Mailing Address:				
City: S	State: Z	lip:	Phone: (	)
*Business license#	*Con	tractor license#		
A Copy of the Contractor's license OR Busi	ness License is requi	red at the time	of meter issua	nce.
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)			Phone: (	)
Site Contact Name and Title:			Phone: (	)
Responsible Party Name:			Title:	
Cal ID#			Phone: (	)
Signature:	D	ate:		*
Guarantees Payment of all Charges Resulting from the use of the	nis Meter. <u>Insures that employ</u>	ees of this Organization	understand the prop	er use of Fire Hydrant Meter
	۶.			
Fire Hydrant Meter Removal Re	ŕ	Requested R	emoval Date:	Ĩ
Signature:	-	Title:		Date:
Phone: ( )	Pager:	()		
		5		
City Meter Private Meter				
Contract Acct #:	Deposit Amount	\$ 936.00	Fees Amount:	\$ 62.00
Meter Serial #	Meter Size:	)5	Meter Make an	d Style: 6-7

Backflow Size:

Signature:

Backflow #

Name:

Backflow

Make and Style:

Date:

#### WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

Name of Responsible Party Company Name and Address Account Number:

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

.

Water Department

## **APPENDIX C**

# MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

## MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

## APPENDIX D

# SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123					Contractor's Name:						
Project Name					Contractor	's Address:					
Work Order No		der No.									
City Purchase (							's Phone #:			Invoice No.	
Resident Engineer (RE):					Contractor's fax #:						
RE Phone#:	Fa	x#:				Contact Na	ame:			Billing Period: (	
Trigger Asset	Item #	Item Description	Contract Authorization				Previous Totals To	Date	This Es	timate	
mgger Asset		'	Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	
	1				1.00	\$ -		\$0.00		\$0.0	
	2				1.00	\$ -		\$0.00		\$0.0	
	3				1.00	\$ -		\$0.00		\$0.0	
	4				1.00	\$ -		\$0.00		\$0.0	
	5				1.00	\$ -		\$0.00		\$0.0	
	6				1.00	\$ -		\$0.00		\$0.0	
	7				1.00	\$ -		\$0.00		\$0.0	
	8				1.00	\$ -		\$0.00		\$0.0	
	5				1.00	\$ -		\$0.00		\$0.0	
	6					\$ -		φ <b>0.00</b>		\$0.0	
	7					\$ -		\$0.00		\$0.0	
	8					\$		<b>∌0.00</b>		\$0.0	
	9					\$		\$0.00		\$0.0	
	10					\$		\$0.00		\$0.0	
	11							\$0.00		\$0.0	
	12					\$		\$0.00		\$0.0	
	13					\$ -		\$0.00		\$0.0	
	14					\$ -		\$0.00		\$0.0	
	15					\$ -		\$0.00		\$0.0	
	16					\$ -		\$0.00		\$0.0	
	17					\$ -		\$0.00		\$0.0	
						\$ -		\$0.00		\$0.0	
		CHANGE ORDER No.				\$ -		\$0.00		\$0.0	
						\$ -		\$0.00		\$0.0	
			Total Auhtorized Amount (Original)			\$ -		\$0.00		\$0.0	
			Total Authorized Amount	(including ap	proved Change Or	der) <b>\$ -</b>		\$0.00		\$0.0	
		SUMMARY						=			
		A. Original Contract Amount			\$0.00 I certify that the materials have been received by me, or services						
		B. Approved Change Order #00 Thru #00			\$0.00 have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment				Total Retention Required as of this billing (Ite		
		C. Total Authorized Amount (A+B)	)	\$0.00				Previous F	Retention Withhe	eld in PO or in E	
		D. Total Billed to Date		\$0.00						PO/Transfer in E	
		E. Less Total Retention (5% of D		\$0.00		er Dat	е	Amt to Rele	ease to Contrac	tor from PO/Es	
		F. Less Total Previous Payments		\$0.00							
		G. Payment Due Less Retention	n	\$0.00		gineer Dat	te				
1/10/2024 Rev	,	H. Remaining Authorized Amount		\$0.00				Contractor S	Signature and Da	ate:	

e:

:( To )

	Totals to	Amount	
	% / QTY	Amount	Remaining
00	0.00	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
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00	0.00%	\$0.00	\$-
00	0.00%	\$0.00	\$-
00		\$0.00	\$-
00	Total Billed	\$0.00	Total Amount Remaining
			\$-
nent	Schedule		
em E	)	\$0.00	
scrov		\$0.00	
Escro	ow:	\$0.00	
scrow	/:	\$0.00	

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

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

## LOCATION MAPS



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SENIOR ENGINEER JANICE JARO 619-533-3851

PROJECT MANAGER ROBERTO VEJAR-PARRA DANIEL WARSTADT Call: (619) 533-4207 619-533-5402

619-533-6340

PROJECT ENGINEER FOR QUESTIONS ABOUT THIS PROJECT Email: engineering@sandiego.gov

	ATTEN AND AND AND AND AND AND AND AND AND AN
	ALLEY ALLEY
	BB 500 HILE HILE HILE HILE HILE HILE HILE HILE
WIGHTMAN	UNIVERSITY ALLEY NORTH PARK
CANDIS LANDIS	ATT LANDIS
ALLEY VILLA ALLEY ALLEY UTAH UTAH	
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### **APPENDIX F**

## ADJACENT PROJECTS MAP



## APPENDIX G

## CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

#### Appendix G

#### City of San Diego Asphalt Concrete Overlay Contractor's Daily Quality Control Inspection Report

Project Title:		Date:
-		
Locations:	1	
	2	
	J	
Asphalt Mix Specifica	tion: Attached Suppl	er:
Dig out Locations:	1	
	2	
	3	
Tack Coat Applicatior		
	1	
	2	
	3	
Asphalt Temperature	at Placement @ Locations:	
	1	
	2	
Asphalt Depth @Loca	ations:	
	1	
	3	
Compaction Test Res	ult @Locations:	
	1	
	2	

3.\_\_\_\_\_

Location and nature of defects:

1		
2		
3		
Remedial and Corrective Act	tions taken or proposed for Engin	eer's approval:
1		
2		
3		
Date's City Laboratory repre	sentative was present:	
1		
2		
3		
Verified the following:		Initials:
1. Proper Storage of M	aterials & Equipment	
2. Proper Operation of	Equipment	
3. Adherence to Plans	and Specs	
4. Review of QC Tests		
5. Safety Inspection		
Deviations from QCP	(see attached)	
Quality Control Plan Admini	strator's Signature:	Date Signed:

## **APPENDIX H**

## MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

## DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water\_issues/programs/npdes/docs/drinkingwater/final\_statewide\_wqo2014\_0194\_dwq.pdf), and as follows:

	Project Name:				WB	S No.:			Waters	hed No	0.	
Qualified P	erson Conducting Tests:				signa							
BMPs MUST BE IN PL		CHEDULED DIS	CHARGE		Ŭ		fy that all of the	e statements and o	conditions fo	r drinking	g wate	er discharge events are correct.
				nt #1								
Discharge Location <sup>1</sup>	Catergory <sup>2</sup>	Notification <sup>3</sup>	BMPs in Place <sup>4</sup>	Volume <sup>5</sup>	Samplin	ng <sup>6</sup>	(take samp 50-60 mins	les at 10 mins, & last 10 mins)	Excee	<del></del>	_	Notes
Ŭ	(Select one)	(Select all that apply)	(Select all that apply)	(gal)	Measure	Unit	Time	Result	Limit	No Y	les	Report exceedence to RE & complete page 2 of 2
Inlet Location	Superchlorinated (Chlorine added for disinfection)	<b>TSW</b> (All Categories)	Sweep flow path (gutter, street, etc.)	<u>Total</u>	Chlorine	mg/L			0.1 mg/L= Exceedance	$\left  - \right $	_	
<u>Start</u>	Large Volume (≥ 325,850 gal)	<b>PUD</b> (All Categories)	<b>Dechlorination</b> (diffusers, chemicals, etc.)	Reused (if any)					20 NTU=			
Date: Time:	Well Dev/Rehab (Not Typical)	Water Board (Large Volume Only)	Inlet Protection Erosion Controls		Turbidity	NTU			Exceedance 225 NTU= Exceedance for			
End	Small Volume/Other	County (≥100,000 gal & within ¼	Sediment Controls						Ocean Range			
Date: Time:	(No Sampling Required)	mile of ocean/bay; or if enters the County's MS4)			рН	Unit			6.5 to 8.5	$\vdash$	-	
			Ever	nt #2								
Discharge Location <sup>1</sup>	Catergory <sup>2</sup>			Volume <sup>5</sup>	Samplin	ng <sup>6</sup>		les at 10 mins, & last 10 mins)	Excee	dence	e <sup>7</sup>	Notes
0	(Select one)	(Select all that apply)	(Select all that apply)	<sup>(gal)</sup> Me	Measure	Unit	Time	Result	Limit	No 3	les	Report exceedence to RE & complete page 2 of 2
Inlet Location	Superchlorinated (Chlorine added for disinfection)	<b>TSW</b> (All Categories)	Sweep flow path (gutter, street, etc.)	<u>Total</u>	Chlorine	mg/L			0.1 mg/L= Exceedance	$\square$	$\neg$	
Start	Large Volume (≥ 325,850 gal)	<b>PUD</b> (All Categories)	<b>Dechlorination</b> (diffusers, chemicals, etc.)	Reused (if any)					20 NTU=			
Date: Time:	Well Dev/Rehab (Not Typical)	Water Board (Large Volume Only)	Inlet Protection Erosion Controls		Turbidity	NTU			Exceedance 225 NTU= Exceedance for			
<u>End</u> Date:	Small Volume/Other (No Sampling Required)	County (≥100,000 gal & within ¼	Sediment Controls		рН	Unit			Ocean Range			
Time:	( Sumpling required)	mile of ocean/bay; or if enters the County's MS4)			рп	Unit			6.5 to 8.5		_	

Instructional Notes found on the Page 2 of 2

PAGE 1 OF 2

Construction Management & Field Services Division Version 4

Submit completed Form to RE

## **<u>Receiving Water Monitoring</u>**

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

Event #1				
1) Go to the location where the discharge enters the receiving	g w	ater.		
Accessible Unable to Determine No Safe Access				
<ol> <li>If accessible, take photos and complete the visual monitori unable to determine, stop here. If no safe access, stop here.</li> </ol>	ng	below	. It	f
3) Visual Monitoring: Is the discharge into the receiving water	·			
causing erosion		Yes		No
carrying floating or suspended matter				No
causing discoloration		Yes		N
causing and impact to the aquatic life present 🔲 Yes 🔲 I				N
observed with visible film 🚺 Yes 🚺 N				No
observed with an sheen or coating 🗌 Yes 🦳 I				No
causing potential nuisance conditions 🔲 Yes 🥅 N				
3) If all answers are NO, stop here.				
4) If any answers are YES, Notify the RE immediately for further action				

Event #2					
1) Go to the location where the discharge enters the receiving	g w	ater.			
Accessible Unable to Determine No Safe Access					
<ol> <li>If accessible, take photos and complete the visual monitori unable to determine, stop here. If no safe access, stop here.</li> </ol>	ng	below	. It	F	
3) Visual Monitoring: Is the discharge into the receiving water	·				
causing erosion		Yes		No	
carrying floating or suspended matter 🗌 Yes 🗌 N					
causing discoloration 🗌 Yes 🗌 N					
causing and impact to the aquatic life present		Yes		No	
observed with visible film 🚺 Yes 🚺 No					
observed with an sheen or coating 🚺 Yes 🚺 No					
causing potential nuisance conditions Yes No					
3) If all answers are NO, stop here.					
4) If any answers are YES, Notify the RE immediately for furt	hei	r actio	n		

## **Instructional Notes**

1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.

2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."

**3)** Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

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

4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed or modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in the notes

5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"

6) Sampling is required for categories per the following table:

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

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

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

PAGE 2 OF 2

### **APPENDIX I**

## CALTRANS ENCROACHMENT PERMIT

# STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

ENCROACHMENT PERM TR-0120 (REV 12/2022)	IT	Permit No. 11-23-N-TK-0348				
In compliance with your application	of _April 6, 2023	Dist/Co/Rte/PM 11/SD/5/PM R25.99, R28.42				
Reference Documents:		Permit Approval Date				
Utility Notice No. Of		May 05, 2023				
	0	Performance Bond Amount (1)	Payment Bond Amount (2)			
Agreement No.	of	\$0	\$0			
R/W Contract No.	of	Bond Company				
Project code (ID):	 CFC #:	N/A				
		Bond Number (1)	Bond Number (2)			
Utility Work Order #: N/A		\$ N/A \$ N/A				

TO:	City of San Diego C/O: Christopher Commons 525 B Street, Suite 1600 San Diego CA 92101
	(609)238-5329

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

enter upon State Highway right of way in San Diego County, City of San Diego, on Route 5, post miles R25.99 & R28.42, to place temporary traffic control to facilitate water infrastructure improvements outside of the State's highway right-of-way, as shown on the attached plans, in accordance with the requirements and conditions contained herein and as further directed or approved by the Department Engineer, Ralph Yanzon, telephone number (858) 688-1458, or e-mail at ralph.w.yanzon@dot.ca.gov.

The Department Engineer shall be notified seven days prior to starting work and prior to requesting a lane closure or an activity that may cause a traffic impact.

A pre-construction meeting with the Department Engineer is required prior to start of any work under this permit. (CONTINUED)

#### THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this per	mit (check applicable	): In addition to fee costs for:	e, the permittee will be billed actual
X YES NO General Provisions			Review
YES X NO Utility Maintenance Provisions			Inspection
YES X NO Storm Water Special Provisions		🔀 YES	Field Work
X YES NO Special Provisions			(if any Caltrans effort expended)
Second Se		_	
Section Section Section 1 Section 2	ally Advertised Projec	ots	
Storm Water Pollution Protection Plan			
YES NO The information in the environmental docur	mentation has been re	eviewed and considered	ed prior to approval of this permit.
This permit is void unless the work is completed before May 3	1		,_2024
This permit is to be strictly construed and no other work other	than specifically ment	tioned is hereby autho	rized.
No project work shall be commenced until all other necessary	permits and environm	nental clearances have	e been obtained.
CC:	APPROVED:		
#1: Ralph W Yanzon #2: TRAVIS M VALLES	Gustavo Dallarda		. District Director
#2. TRAVIS M VALLES #3: Marianne Spong	BY:		,
#4:		)illiam O. Viv	, for District Permit Engineer

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FM 91 1436

#### CITY OF SAN DIEGO 11-23-NTK-0348 PAGE TWO

The Permittee and Permittee's Contractor acknowledge and ensure that the document listed below is submitted to the Department Field Engineer, reviewed by, and accepted by the Department prior to the preconstruction meeting and prior to scheduling authorized work/ activities:

• Contractor Authorization Form TR-0429

#### Caltrans Permits Received 5/4/23

8.

































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#### STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

## NOTICE OF COMPLETION

TR-0128 (REV 06/01) CT #7541-5529-1

PERMIT NO: **11-23-NTK-0348** 

DIST/CO/RTE/PM: **11/SD/5/R25.99, R28.42** 

Dear Sir or Madam: All work authorized by the above-numbered permit was completed on

DATE

SIGNATURE OF PERMITTEE

ADA For individuals with sensory disabilities, this document is available in alternate formats. FM 92 1546 M Notice Notic

## **ENCROACHMENT PERMIT GENERAL PROVISIONS**

TR-0045 (REV. 12/2022)

- 1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
- 2. REVOCATION: Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
- 3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
- PERMITTEE AUTHORIZATION FOR OTHERS TO 4. PERFORM WORK: This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
- 5. ACCEPTANCE OF PROVISIONS: Permittee, and the Permittee's authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity

to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.

- 6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
- 7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.

- 8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
- 9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

North Park Improvements 2 and La Jolla Improvements 1

facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

- 10. **PERMIT AT WORKSITE:** Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.
- 11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
- 12. PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES: This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences. and Permittee shall demonstrate this at the time and in the manner specified by the Department.
- 13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour

pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).

14. **PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.

- 15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
- 16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
- 17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
- 18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
- 19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
- 20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.

- 21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
- 22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
  - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
  - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
  - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
  - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
  - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
  - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
- 23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations.

"Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.

- 24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
  - a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
  - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
- 25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.

### 26. ENVIRONMENTAL:

- a) ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- b) HAZARDOUS MATERIALS: If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

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waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- c) BIOLOGICAL: If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- 27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
- 28. LIABILITY, DEFENSE, AND INDEMNITY: The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent

property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

Page 4 of 6 © 2018 California Department of Transportation. All rights reserved. contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

- 29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.
- 30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:
  - a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
    - No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
    - ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
    - iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
    - iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal

Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

- b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
- 31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.
- 32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

- 34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.
- 35. LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF **CLOSURES** то THE DEPARTMENT: Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
- 36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
- 37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION: Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least fortyeight (48) hours before, performing any excavation work within the State highway right-of-way.
- 38. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA): All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code

section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

- 39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
  - a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
  - b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
  - c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
  - d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

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## **APPENDIX J**

## HAZARDOUS WASTE LABEL/FORMS

## INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:		YES	NO
1.	Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?		
2.	Did anyone, other than employees in the immediate area of the release, evacuate?		
3.	Did the release cause off-site damage to public or private property?		
4.	Is the release greater than or equal to a reportable quantity (RQ)?		
5.	Was there an uncontrolled or unpermitted release to the air?		
6.	Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?		
7.	Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?		
8.	Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?		
9.	Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?		
10.	Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?		

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

\*Call 911 in an emergency\*

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a "no" response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

5-02-08

<sup>&</sup>lt;sup>1</sup> This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

# NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESC	Incident #			
Date/Time Discovered	Date/Time Discharge	Discharge Stopped 🗌 Yes 🗌 No		
Incident Date / Time:				
Incident Business / Site Name:				
Incident Address:				
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)				
Please describe the incident and indicate s		notos Attached?: 🛛 Yes 🗌 No		
Indicate actions to be taken to prevent similar releases from occurring in the future.				

## 2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

#### 3. CHEMICAL INFORMATION

Chemical	Quantity	GAL	LBS	□ <sub>FT<sup>3</sup></sub>
Chemical	Quantity	GAL	LBS	□ <sub>FT<sup>3</sup></sub>
Chemical	Quantity	GAL	LBS	□ <sub>FT<sup>3</sup></sub>
Clean-Up Procedures & Timeline:				
Completed By:	Phone:			
Print Name:	Title:			

## EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A		USINESS NAME FACILITY EMERGENCY CONTACT & PHONE NUMBER		
E		INCIDENT MO DAY YR TIME OES DATE       NOTIFIED   (use 24 hr time) CONTROL NO.		
(		INCIDENT ADDRESS LOCATION CITY/COMMUNITY COUNTY ZIP		
		CHEMICAL OR TRADE NAME (print or type) CAS Number		
		CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A		
		PHYSICAL STATE CONTAINED       PHYSICAL STATE RELEASED       QUANTITY RELEASED         SOLID       LIQUID       GAS       SOLID       LIQUID       GAS		
		ENVIRONMENTAL CONTAMINATION       TIME OF RELEASE       DURATION OF RELEASE         AIR       WATER       GROUND       OTHER       DURATION		
E		ACTIONS TAKEN		
		KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)  ACUTE OR IMMEDIATE (explain)		
F		CHRONIC OR DELAYED (explain)		
		NOTKNOWN (explain)		
		ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
(	3			
	] 💷 1 🕅			
		COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
н	-			
		CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.		
		REPORTING FACILITY REPRESENTATIVE (print or type)         SIGNATURE OF REPORTING FACILITY REPRESENTATIVE         DATE:		

## EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

### **GENERAL INFORMATION:**

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

#### **BASIC INSTRUCTIONS:**

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

#### **SPECIFIC INSTRUCTIONS:**

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

#### MAIL THE COMPLETED REPORT TO:

State Emergency Response Commission (SERC) Attn: Section 304 Reports Hazardous Materials Unit 3650 Schriever Avenue Mather, CA 95655

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

## **APPENDIX K**

## SAMPLE OF PUBLIC NOTICE

# FOR SAMPLE REFERENCE ONLY





# CONSTRUCTION NOTICE PROJECT TITLE

# Work on your street will begin within one week to

replace the existing water mains servicing your community.

#### The work will consist of:

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

#### How your neighborhood may be impacted:

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

## Hours and Days of Operation: Monday through Friday X:XX AM to X:XX PM.

#### City of San Diego Contractor: Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works



This information is available in alternative formats upon request. North Park Improvements 2 and La Jolla Improvements 1 K-24-2278-DBB-3





# CONSTRUCTION NOTICE PROJECT TITLE

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

The work will consist of:

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

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- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the
  - presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation: Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor: Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

## APPENDIX L

## ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

## **Protecting AMI Devices in Meter Boxes and on Street Lights**

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. <u>All AMI devices shall be protected per Section 402-2</u>, "Protection", of the 2021 Whitebook.

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

A. Endpoints, see Photo 1:



Photo 1

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



Network Devices, see Photo 3:





AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

## Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

#### The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

**ERT or Transmitter** Fiberglass Rod

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



Photo 6

disconnected Water Meter

> The endpoint is taken off the rod which is the original installation location

#### North Park Improvements 2 and La Jolla Improvements 1 K-24-2278-DBB-3

## Photo 5

**You are responsible when working in and around meter boxes.** If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

## Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 immediately.

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.





## Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.

## ATTACHMENT F

## IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)

## ATTACHMENT F

# IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) (3).

- A. "Emergency Operations" is defined as:
  - 1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
  - 2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
  - 3. Operations including\_repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
  - 1. A description of the emergency;
  - 2. The address or a description of the specific location of the emergency;
  - 3. The dates on which the emergency operations were performed; and
  - 4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024**, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <u>https://calepacomplaints.secure.force.com/complaints/Complaint</u>, or email **dieselcomplaints@arb.ca.gov**, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle,

as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

- (4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.
- (5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:
  - (A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

<u>Idling Limit</u>: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

<u>Labeling</u>: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

## ATTACHMENT G

## **CONTRACT AGREEMENT**

#### ATTACHMENT G

#### CONTRACT AGREEMENT

#### **CONSTRUCTION CONTRACT**

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>TC Construction Company, Inc.</u>, herein called "Contractor" for construction of **NORTH PARK IMPROVEMENTS 2 AND LA JOLLA IMPROVEMENTS 1**; Bid No. **K-24-2278-DBB-3**; in the total amount <u>Twenty Million Six Hundred Fifty Thousand Eight Hundred Forty</u> <u>Six Dollars and Fifty Seven Cents (\$20,650,846.57)</u>, which is comprised of the Base Bid and alternates A, B, C, D, E, F, and G, consisting of an amount not to exceed <u>\$6,000,000,000</u> for Phase II, <u>\$7,500,000,000</u> for Phase III, and <u>\$2,060,743.57</u> for Phase IV.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Phased Funding Schedule Agreement.
  - (e) That certain documents entitled NORTH PARK IMPROVEMENTS 2 AND LA JOLLA IMPROVEMENTS 1, on file in the office of the Office of the City Clerk as Document No. B-22021 and B-19120 as well as all matters referenced therein.
- 2. The City wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Contractor cannot begin, nor is the City financially liable for any additional Phases, unless and until Contractor is issued a Notice to Proceed for each additional Phase by the City.
- 3. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **NORTH PARK IMPROVEMENTS 2 AND LA JOLLA IMPROVEMENTS 1**, Bid Number **K-24-2278-DBB-3**, San Diego, California.
- 4. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances. (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).
- 5. 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.
- 6. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

#### **CONTRACT AGREEMENT (continued)**

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

Print Name:

THE CITY OF SAN DIEGO

Print Name: <u>Claudia Abarca</u> Director Purchasing & Contracting Department

APPROVED AS TO FORM Mara W. Ellion By

Deputy City Attorney

Date:\_\_\_\_\_June 25, 2024

Date:

CONTRACTOR By\_

tin <u>Cameron</u> Print Name:

Title: 31 Date:\_

City of San Diego License No.: <u>BIGY7004773</u> State Contractor's License No.: 402459

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003132

## **CERTIFICATIONS AND FORMS**

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

#### **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

#### DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

### AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act". of the project specifications, and that:

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.
#### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

#### EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

#### EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

#### IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

#### **PRODUCT ENDORSEMENT**

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

#### **AFFIDAVIT OF DISPOSAL**

#### (To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

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

#### NORTH PARK IMPROVEMENTS 2 AND LA JOLLA IMPROVEMENTS 1

(Project Title)

as particularly described in said contract and identified as Bid No. **K-24-2278-DBB-3**; SAP No. (WBS) **B-22021** and **B-19120**; 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 \_\_\_\_\_\_, \_\_\_\_, \_\_\_\_\_,

Ву:\_\_\_\_\_

Contractor

ATTEST:

State of \_\_\_\_\_\_ County of \_\_\_\_\_\_

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

Notary Public in and for said County and State

#### COMPANY LETTERHEAD

#### **CERTIFICATE OF COMPLIANCE**

#### Materials and Workmanship Compliance

For Contract or Task\_\_\_\_\_

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for\_\_\_\_\_\_, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

#### Material Description:

Manufacturer:
Model:
Serial Number (if applicable)
Quantity to be supplied:
Remarks:
Signed by:
Printed Name:
Title:
Company:
Date:

#### City of San Diego

#### Engineering & Capital Projects Department, CMFE Division

#### NOTICE OF MATERIALS TO BE USED

То:	Date:	, 20
Resident Engineer		
You are hereby notified that the materials request for construction of	uired for use under Contract No	

in the City of San Diego, will be obtained from sources herein designated.

CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4 – CONTROL OF MATERIALS of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Signature of Supplier

Address

#### LIST OF SUBCONTRACTORS

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

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

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

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

	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOSB		
2	As appropriate, Bidder shall indicate if Subcontractor is certif	ied by:		
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS
	California Public Utilities Commission	CPUC		
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA
	State of California	CA	U.S. Small Business Administration	SBA
				e

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

Form AA35 List of Subcontractors

#### NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME	, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE O MATERIAL OR SUPPLIES	F SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED 2
Name:							
	s:						
City:							
Zip:							
Email:							
Name:							
	s:						
Phone:							
Email:							
0	As appropriate, Bidder shall identify Vendor	r/Supplier as one of the fol				for OBE, SLBE and ELBE):	
	Certified Minority Business Enterprise				isiness Enterprise		WBE
	Certified Disadvantaged Business Enterp				eteran Business Enter		DVBE
	Other Business Enterprise				ocal Business Enterpr	ise	ELBE
	Certified Small Local Business Enterprise			all Disadvantage	d Business		SDB
	Woman-Owned Small Business			BZone Business		H	JBZone
	Service-Disabled Veteran Owned Small B	usiness SI	DVOSB				
2	As appropriate, Bidder shall indicate if Venc						
	City of San Diego		ITY Stat	e of California D	epartment of Transpo	rtation CA	LTRANS

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

City of Los Angeles

U.S. Small Business Administration

CPUC

CA

CADoGS

Form AA40 – Named Equipment/Material Supplier LIst

State of California

California Public Utilities Commission

State of California's Department of General Services

LA

SBA

## **ELECTRONICALLY SUBMITTED FORMS**

#### FAILURE TO FULLY <u>COMPLETE</u> AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

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

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

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

#### **BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

1) p - V

That			TC (	Cons	truct	ion	Cor	npany	, Inc.			as	Prin	cipal,
and _		Lit	perty ]	Muti	ial Ir	isui	rance	e Com	pany		as	Surety,		
and	firmly	bound	unto	The	City	of	San	Diego	hereinafter	called				
of 10	% OF T	HE TOT	AL BID	AMO	DUNT	for	the p	aymen	t of which su	um, well	and tru	ly to be	made	e, we
bind	ourselv	/es, our	heirs,	execu	itors,	adn	ninist	rators,	successors,	and assi	gns, joi	ntly and	seve	rally,
		ese prese												2.

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

North Park Improvements 2 and La Jolla Improvements 1 K-24-2278-DBB-3

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

SIGNED AND SEALED, this	4th	day of April	, 20 <b>24</b>
-------------------------	-----	--------------	----------------

TC Construction Company. Inc. (SEAL)	Liberty Mutual Insurance Company(SEAL)
(Principal)	(Surety)
By: Mul	By: Jan B
(Signature)	(Signature)
Austin Cameron, President	Tara Bacon, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

#### **CALIFORNIA ACKNOWLEDGMENT**

#### CIVIL CODE § 1189

#### 

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

State of California
County of San Dleap J
On April 8, 2024 before me, Sandra Weeks, Notary Tublic Date Here Insert Name and Title of the Officer
personally appeared <u>HUSTIN Cameron</u>
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Place Notary Seal and/or Stamp Above

Signature of Notary Public

	deter alteration of the document or form to an unintended document.		
Description of Attached Document Title or Type of Document: Bid Bond			
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):			
🗆 Partner – 🗆 Limited 🗆 General	□ Partner – □ Limited □ General		
Individual Attorney in Fact	Individual Attorney in Fact		
Trustee     Guardian or Conservator	Trustee     Guardian or Conservator		
□ Other:	□ Other:		
Signer is Representing:			

OPTIONAL

©2019 National Notary Association

ACKNOWLEDGMENT A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California San Diego 4, 2024 before me, Minna Huovila, Notary Public On (insert name and title of the officer) Tara Bacon personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/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. MINNA HUOVILA COMM. #2473536 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY Av Commission Expires DECEMBER 6, 2027 Signature (Seal)

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Not valid currency valid

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.

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

Certificate No: 8206895-024019

(POA) verification inquiries, HOSUR@libertymutual.com

f Attorney or email F

#### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher Conte; Dale G. Harshaw; Geoffrey Shelton; Janice Martin; John R. Qualin; Lawrence F. McMahon; Lilia De Loera; Minna Huovila; Natassia Kirk-Smith; Ryan Warnock; Sarah Myers; Tara Bacon

all of the city of San Diego state of CA 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 pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of December 2021 .

INSUA



INS

By: Ilresa Pastella Teresa Pastella, Notary Public

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company

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

Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual ance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: **ARTICLE IV – OFFICERS:** Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the president and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the president and attested to by the Secretary. For bon please ( instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

INSUA

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of April 2024



LMS-12873 LMIC OCIC WAIC Multi Co 02/21

#### CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

#### CHECK ONE BOX ONLY.

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

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

Contractor Name:\_\_\_

TC Construction Company, Inc.

Certified By	Austin Cameron		President	
	Name			
	and	Date	4-8-24	
	Signature			

#### USE ADDITIONAL FORMS AS NECESSARY

#### SUBCONTRACTORS FOR ALTERNATES

#### \*\*\* FOR USE WHEN LISTING SUBCONTRACTORS FOR <u>ALTERNATES ONLY</u> \*\*\* (Use Additional Sheets As Needed)

IDENTIFY ALTERNATE (example: Deductive Alternate B) Only one Alternate and Sub per line	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBENTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative If Deductive)
Additive Alternate "B"	Name: <u>Pavement Recycling Systems</u> Address: <u>10240 San Sevaine Way</u> City: Jurupa State: <u>CA</u> Zip: <u>91752</u> Phone: <u>951-682-1091</u> Email:aschatz@pavementrecycling.com	569352	100000336	Constructo 3	· Cold Milling	\$143,262.90
Additive Alternate "D"	Name: Pavement Recycling Systems Address: 10240 San Sevaine Way City: Jurupa State: CA Zip: 91752 Phone: 951-682-1091 Email: aschatz@pavementrecycling.com	569352 n	100000336	Constructor 3	Cold Milling	\$96,166.08
Additive Alternate "E"	Name: <u>Pavement Recycling Systems</u> Address: <u>10240 San Sevaine Way</u> City: Jurupa <u>State: CA</u> Zip: <u>91752</u> Phone: <u>951-682-1091</u> Email: <u>aschatz@pavementrecycling.cc</u>	569352 m	10000033 <i>6</i>	Constructor	Cold Milling	\$15,247.80
Additive Alternate "F"	Name: <u>Pavement Recycling Systems</u> Address: <u>10240 San Sevaine Way</u> City: <u>Jurupa</u> State: <u>CA</u> Zip: <u>91752</u> Phone: <u>951-682-109</u> 1 Email:aschatz@pavementrecycling.com	569352	100000336	Constructor 3	Cold Milling	\$33,024.48

# SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS

Form - Subcontractors For Alternates

North Park Improvements 2 and La Jolla Improvements 1 K-24-2278-DBB-3 11

#### SUBCONTRACTORS FOR ALTERNATES

#### \*\*\* FOR USE WHEN LISTING SUBCONTRACTORS FOR <u>ALTERNATES ONLY</u> \*\*\* (Use Additional Sheets As Needed)

IDENTIFY ALTERNATE (example: Deductive Alternate b) Only one Alternate and Sub per line	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCNTRACFOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE <u>ALTERNATE</u> SUBCONTRACT (Negative If Deductive)
Additive Alternate "D"	Name: <u>Statewide Stripes,Inc.</u> Address: <u>P.O. Box 600710</u> City: <u>San Diego</u> <u>State: CA</u> Zip: <u>92160</u> Phone: <u>858-560-68</u> 87 Email: <u>sean@statewidestripes.com</u>	788286	1000001334	Constructor	Striping & Signage	\$52,895.90
Additive Alternate "E"	Name: <u>Statewide Stripes,Inc.</u> Address: <u>P.O. Box 600710</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92160</u> Phone: <u>858-560-68</u> 87 Email: <u>sean@statewidestripes.com</u>	788286	1000001334	Constructor	Striping	\$3,500.00
Additive Alternate "F"	Name: <u>Statewide Stripes.Inc.</u> Address: <u>P.O. Box 600710</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92160</u> Phone: <u>858-560-68</u> 87 Email: <u>sean@statewidestripes.com</u>	788286	1000001334	Constructor	Striping	\$1,200.00
Additive Alternate "G"	Name: <u>Statewide Stripes.Inc.</u> Address: <u>P.O. Box 600710</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92160</u> Phone: <u>858-560-68</u> 87 Email: <u>sean@statewidestripes.com</u>	788286	000001334	Constructor	Striping & Signage	\$21,882.75

# SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS

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Form - Subcontractors For Alternates

#### SUBCONTRACTORS FOR ALTERNATES

#### \*\*\* FOR USE WHEN LISTING SUBCONTRACTORS FOR <u>ALTERNATES ONLY</u> \*\*\* (Use Additional Sheets As Needed)

IDENTIFY ALTERNATE (example: Deductive Alternate B) Only one Alternate and Sub per Inc	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCNTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative If Deductive)
Additive Alternate "D"	Name: Southwest Traffic Signal Address: 9201 Isaac Street Suite A City: Santee State: CA Zip: 92071 Phone: 619-442-3343 Email:michael@southwestsignal.com	451115	100000426	Constructor 5	• Traffic Loops	\$47,400.00
	Name: Address: City: State: Zip: Phone: Email:					
	Name: Address: City: State: Zip: Phone: Email:					
	Name: Address: City: State: Zip: Phone: Email:					

## SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS

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Form - Subcontractors For Alternates

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#### Mandatory Disclosure of Business Interests Form

#### **BIDDER/PROPOSER INFORMATION**

Legal Name			DBA
TC Constr	uction Company, Inc.		N/A
Street Address City		State	Zip
10540 Prospect Ave Santee		CA	92071
Contact Person, Title		Phone	Fax
Austin Cameron, President		619-448-4560	619-448-3341

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

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the
- transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any
- philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Austin Cameron	President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
40%	

Name	Title/Position	
Terry Cameron	CEO	
City and State of Residence	Employer (if different than Bidder/Proposer)	
El Cajon, CA	N/A	
Interest in the transaction		
10%0		

#### \* Use Additional Pages if Necessary \*

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

#### Austin Cameron, President

Print Name, Title

Signature

Date

4 - 8 - 24

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

#### Mandatory Disclosure of Business Interests Form

#### **BIDDER/PROPOSER INFORMATION**

Legal Name			DBA
TC Constructi	on Company, Inc.		N/A
Street Address	City	State	Zip
10540 Prospect Av	ve Santee	CA	92071
Contact Person, Title		Phone	Fax
Austin Camero	on, President	619-448-4560	619-448-3341

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

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the
- transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any
- philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position	
Chad Cameron	Vice President	
City and State of Residence	Employer (if different than Bidder/Proposer)	
El Cajon, CA	N/A	
Interest in the transaction		
20%		

Name	Title/Position	
Robert Kostyrka	Vice President	
City and State of Residence	Employer (if different than Bidder/Proposer)	
El Cajon, CA	N/A	
Interest in the transaction		
10%		

#### \* Use Additional Pages if Necessary \*

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

#### Austin Cameron, President

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4-8-24

Print Name, Title

Signature

Date

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

#### Mandatory Disclosure of Business Interests Form

#### **BIDDER/PROPOSER INFORMATION**

Legal Name			DBA
TC Constr	uction Company, Inc.		N/A
Street Address	City	State	Zip
10540 Prospect	Ave Santee	CA	92071
Contact Person, Title		Phone	Fax
Austin Car	neron, President	619-448-4560	619-448-3341

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

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the
- transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any
- philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position	
Jack Gieffels	Secretary/Treasurer	
City and State of Residence	Employer (if different than Bidder/Proposer)	
El Cajon, CA	N/A	
Interest in the transaction		
10%		

Name	Title/Position
Darren Tharp	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
Alpine, CA	N/A
Interest in the transaction	
10%	

#### \* Use Additional Pages if Necessary \*

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

#### Austin Cameron, President

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4 - 8 - 24

Print Name, Title

Signature

Date

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

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

#### **EFFECT OF DEBARMENT OR SUSPENSION**

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

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

#### The names of all persons interested in the foregoing proposal as Principals are as follows: Chad Cameron-Vice President Robert Kostyrka-Vice President

Chad Cameron-vice President	Robert Kostyrka-vice President
NAME	TITLE
Austin Cameron	President
Jack Gieffels	Secretary/Treasurer
Darren Tharp	Vice President
Terry Cameron	CEO

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

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be conside	ered in determining bidder responsibility. Fo	r any exception noted	d above, indicate below to	whom i
applies, initiating agency,	and dates of action.			
Contractor Name:	TC Construction	Company, Inc	•	
Certified By	Austin Cameron	Title	President	

Name	Date	4-8-24
Signature	<i>Duc</i>	

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

Names of the Principal individual owner(s)

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

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

X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME Ceolden State B	oring	Rick	TITI Cey Johns Anderson	LE On - President - Vice President	Ŧ
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
S	NAME Duthwest Signal		Ryan	TITI Clark - P	resident Genera	n Manager
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	_
Pa	NAME Ulment Recyclin	g Systems	s Steve Nath		on-President	
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
m	NAME Nramar General E	ng	alex t	tini Lavaja	President	
		TOO				_
		<u>TC Construc</u>			D 1 4	
Certifi	ied ByA	ustin Camer Marte Muff Signature			President 4-8-24	

\*USE ADDITIONAL FORMS AS NECESSARY\*\*

Names of the Principal individual owner(s)

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

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

X	SUBCONTRACTOR		SL	JPPLIER			MANUFACTURER
	NAM Piperin Cov	e poration		(	iraig	TITL Barp	E Y-President
X	SUBCONTRACTOR	E	SU	JPPLIER		TITL	MANUFACTURER E
X	SUBCONTRACTOR		SL	IPPLIER			MANUFACTURER
	NAM	E				TITL	E
X	SUBCONTRACTOR		SL	IPPLIER			MANUFACTURER
Contr	NAM		struct	ion Co	mpany,	TITL	E
Certifi	ied By						President
		Signar	ne				4-8-24

\*USE ADDITIONAL FORMS AS NECESSARY\*\*

Names of the Principal individual owner(s)

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

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

X	SUBCONTRACTOR	SI	UPPLIER		MANUFACTURER	
	socian's Can	trating	Sor Cla Ch'n	TITLE Iny Rosena Y Rosena Stine Rheir	al - President l - Secretari Marat - Treasur	4
X	SUBCONTRACTOR	<u> </u>	JPPLIER	TITLE	MANUFACTURER	1
<b>X</b>	SUBCONTRACTOR	<u></u> 51	JPPLIER	TITLE	MANUFACTURER	
	SUBCONTRACTOR	<u> </u>	JPPLIER	TITLE	MANUFACTURER	
Contrac	ctor Name:	TC Construct Austin Camero			President	
		Signature		Date	4-8-24	

\*USE ADDITIONAL FORMS AS NECESSARY\*\*

Names of the Principal individual owner(s)

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

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

X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME Statewide S	tripes	Da		nte - Resident	-
	SUBCONTRACTOR	<u>.</u>	SUPPLIER		MANUFACTURER	
□ <u>x</u>	SUBCONTRACTOR		SUPPLIER	 TIT	MANUFACTURER	
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TIT	rle 	
Contra	ctor Name:	TC Constr	uction Con	mpany, Inc.		
Certifie	ed By	Austin Came	eron	Title	President	
		Signature	7	Date	4-8-24	

\*USE ADDITIONAL FORMS AS NECESSARY\*\*

# **City of San Diego**

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov Phone No. (619) 533-4491

## **ADDENDUM A**





## FOR

## NORTH PARK IMPROVEMENTS 2 AND LA JOLLA IMPROVEMENTS 1

BID NO.:	K-24-2278-DBB-3
SAP NO. (WBS/IO/CC):	B-22021, B-19120
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	1, 3
PROJECT TYPE:	КВ

## BID DUE DATE:

## 2:00 PM MARCH 21, 2024

## CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps

#### **ENGINEER OF WORK**

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

AOFESS/ON C-57979 2-29-2024 Seal: 1) For City<sup>V</sup>Engineer Date 02/29/2024 Seal: 07 For City Engineer Date 2)

### A. CHANGES TO CONTRACT DOCUMENTS

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

### B. BIDDER'S QUESTIONS

- Q1. I see that Traffic Control Plans are provided for La Jolla Improvements1. Are TCPs required for North Park Improvements 2? The specs mention traffic control plans for La Jolla only.
- A1. Engineered Traffic Control Plans are not required for North Park Improvements 2. Working Drawings shall be in accordance with Whitebook Section 601-2 Traffic Control Plan (TCP) for North Park Improvements 2 and La Jolla Improvements 1.

#### C. NOTICE INVITING BIDS

- 1. To **SECTION 3. ESTIMATED CONSTRUCTION COST**, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$16,100,000.00.**

#### D. ATTACHMENTS

- 1. TO ATTACHMENT A, SCOPE OF WORK, page 23, Section 1. SCOPE OF WORK, Item 1.1., Sub-item **1.1.1.**, **DELETE** in its entirely and **SUBSTITUTE** with the following:
  - 1.1.1. The Notice Inviting Bids and Plans numbered 0100625-01-D through 0100625-29-D, Striping Plans numbered 100255-1-D through 100255-8-D inclusive (for North Park Improvements 2), and Plans numbered 41845-01-D through 41845-25-D, Striping Plans numbered 0100704-1-D through 0100704-6-D, and Traffic Control Plans numbered 41845-T01-D through 41845-T024-D, (for La Jolla Improvements 1), inclusive.

## E. ADDITIONAL CHANGES

1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been <u>Underlined</u> and **DELETIONS**, if any, have been <del>Stricken out.</del>

Section	ltem Code	Description	UoM	Quantity	Payment Reference
Additive Alternate G (La Jolla Improvements 1- <u>Via Capri Bike Lanes</u> <u>Sheets 0100704-1-D</u> <u>Through 0100704-6-D</u>	<u>237310</u>	<u>Painted</u> <u>Traffic</u> <u>Striping/</u> <u>Detail 39</u> ( <u>Paint)</u>	ĿĒ	<u>985</u>	<u>314.4.3.7</u>
Additive Alternate G (La Jolla Improvements 1- <u>Via Capri Bike Lanes</u> <u>Sheets 0100704-1-D</u> <u>Through 0100704-6-D</u>	<u>237310</u>	Painted Traffic Striping/ Detail 38	ĿĒ	<u>60</u>	<u>314.4.3.7</u>
Additive Alternate G (La Jolla Improvements 1- Via Capri Bike Lanes Sheets 0100704-1-D Through 0100704-6-D	<u>237310</u>	Painted Traffic Striping/ Detail 39A/40 (Paint)	<u>LF</u>	<u>100</u>	<u>314.4.3.7</u>
Additive Alternate G (La Jolla Improvements 1- Via Capri Bike Lanes Sheets 0100704-1-D Through 0100704-6-D	<u>237310</u>	<u>Thermoplast</u> <u>ic Traffic</u> <u>Striping/Diag</u> <u>onal Buffer</u> <u>Stripe</u>	<u>LF</u>	<u>385</u>	<u>314.4.4.6</u>
Additive Alternate G (La Jolla Improvements 1- <u>Via Capri Bike Lanes</u> <u>Sheets 0100704-1-D</u> <u>Through 0100704-6-D</u>	<u>237310</u>	<u>Thermoplast</u> ic <u>Traffic</u> <u>Striping/8"</u> <u>Chevron</u> <u>Stripe</u>	ĿĒ	<u>80</u>	<u>314.4.4.6</u>
Additive Alternate G (LaJolla Improvements 1-Via Capri Bike LanesSheets0100704-1-DThrough 0100704-6-D	<u>237310</u>	<u>Thermoplastic</u> <u>Pavement</u> <u>Marking /</u> <u>Legend – Bike</u> <u>w/ Arrow</u> <u>Symbol</u>	<u>EA</u>	<u>6</u>	<u>314.4.4.6</u>

Section	ltem Code	Description	UoM	Quantity	Payment Reference
Additive Alternate G (La Jolla Improvements 1- Via Capri Bike Lanes Sheets 0100704-1-D Through 0100704-6-D	<u>237310</u>	ThermoplasticPavementMarking/Legend-Right/LeftArrow/MergeArrow	<u>SF</u>	<u>30</u>	<u>314.4.4.6</u>
Additive Alternate G (La Jolla Improvements 1- <u>Via Capri Bike Lanes</u> <u>Sheets 0100704-1-D</u> <u>Through 0100704-6-D</u>	<u>237310</u>	<u>Thermoplast</u> <u>ic_Pavement</u> <u>Marking</u> <u>/Sharrows</u>	ĒA	<u>8</u>	<u>314.4.4.6</u>
Additive Alternate G (La Jolla Improvements 1- Via Capri Bike Lanes Sheets 0100704-1-D Through 0100704-6-D	<u>237310</u>	Thermoplast ic Pavement Marking / Legend - STOP	EA	1	<u>314.4.4.6</u>
Additive Alternate G (La Jolla Improvements 1- <u>Via Capri Bike Lanes</u> <u>Sheets 0100704-1-D</u> <u>Through 0100704-6-D</u>	<u>237310</u>	Install Traffic Sign and New Post (SDM-104)	ĒA	1	<u>701-2</u>
Additive Alternate G (LaJolla Improvements 1-Via Capri Bike LanesSheets0100704-1-DThrough 0100704-6-D	<u>237310</u>	<u>Install Traffic</u> <u>Sign on Mew</u> <u>Post (Caltrans</u> <u>RS5 &amp; RS6)</u>	EA	<u>3</u>	<u>701-2</u>
Additive Alternate G (La Jolla Improvements 1- Via Capri Bike Lanes Sheets 0100704-1-D Through 0100704-6-D	<u>237310</u>	<u>Install Traffic</u> <u>Sign on</u> <u>Existing Post</u>	EA	<u>9</u>	<u>701-2</u>

Section	ltem Code	Description	UoM	Quantity	Payment Reference
Additive Alternate G (La Jolla Improvements 1- Via Capri Bike Lanes Sheets 0100704-1-D Through 0100704-6-D	<u>237310</u>	<u>Removal:</u> <u>Sign Only</u>	<u>EA</u>	<u>3</u>	<u>701-2</u>
Additive Alternate G (LaJolla Improvements 1-Via Capri Bike LanesSheets0100704-1-DThrough 0100704-6-D	<u>237310</u>	<u>Removal:</u> <u>Sign and</u> <u>Post</u>	<u>EA</u>	<u>1</u>	<u>701-2</u>

#### F. PLANS

1. ADD Plans titled "La Jolla Improv 1: Via Capri Striping & Signage Improvement", Drawing numbers 0100704-1-D through 0100704-6-D.

Rania Amen, Director Engineering & Capital Projects Department

Dated: *March 1, 2024* San Diego, California

RA/MA/egz

# LA JOLLA IMPROV 1: VIA CAPRI STRIPING & SIGNAGE IMPROVEMENT

#### GENERAL NOTES

#### IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND RIGHT OF WAY PRIOR TO CONSTRUCTION.

### 2. ALL WORK SHALL CONFORM TO THE MOST RECENT ADOPTED EDITION OF THE FOLLOWING MANUALS:

DOCUMEN	T NO.	EDITION	DESCRIPTION
ECPIOIOI2	22-01	2021	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE "GREENBOOK")
ECPIOIOI2	22-02	2021	CITY OF SAN DIEGO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE "WHITEBOOK")
ECPIOIOI2	22-03	2021	CITY OF SAN DIEGO STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION
ECPD0920	023-05	2023	CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS
ECPD0920	023-06	2023	CALTRANS STANDARDS PLANS
ECPD080	023-07 2	014 REV.7	CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD)

- 3. ALL SIGNING AND STRIPING IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER PRIOR TO INSTALLATION AND/OR REMOVAL.
- 4. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND LEGENDS BY HYDROBLASTING. ANY DEBRIS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
- PEDESTRIAN CROSSWALKS, LIMIT LINES, PAVEMENT ARROWS, PAVEMENT LEGENDS, DIAGONAL MARKINGS, CHEVRON MARKINGS, AND ALL BIKEWAY MARKINGS, SHALL BE INSTALLED UTILIZING 125 MIL THICKNESS THERMOPLASTIC MARKING MATERIAL.
- 6. ALL MEDIAN NOSES SHALL BE PAINTED YELLOW.
- 7. A MINIMUM OF 2 INCH CONTRAST MARKING SHALL BE APPLIED TO ALL TRAFFIC STRIPING, MARKINGS, AND LEGENDS ON CONCRETE PAVEMENT. CONTRAST MARKING MATERIAL SHALL MATCH THE MATERIAL OF THE STRIPING, MARKINGS, OR LEGENDS.
- 8. THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT (858) 495-4742 A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO AND UPON COMPLETION OF STRIPING AND SIGNING.
- ORTHOGRAPHIC PHOTOS SHOWN IN THE BACKGROUND ARE FOR REFERENCE ONLY AND MAY NOT REFLECT EXISTING CONDITIONS.
- IO. ALL SIGNS SHOWN ON THE STRIPING PLANS SHALL BE NEW SIGNS PROVIDED BY THE CONTRACTOR OR CITY OF SAN DIEGO STREET DIVISION, AS INDICATED ON THE PLANS, EXCEPT FOR THE EXISTING SIGNS, SPECIFICALLY INDICATED TO BE RELOCATED OR TO REMAIN.
- II. SIGN POSTS SHALL BE INSTALLED WITH SQUARE PERFORATED STEEL TUBING WITH A BREAKAWAY BASE, PER CITY OF SAN DIEGO STANDARD DRAWING SDM-104 OR CALTRANS STANDARD PLAN, AS SHOWN ON PLAN.
- 12. STATIONING PROVIDED FOR STRIPING LAYOUT ONLY AND IS NOT SURVEY BASED STATIONING.

#### SHEET INDEX

SHEET NO.	DISCIPLINE CODE	TITLE	LIMITS
I	T-I	COVER SHEET	VIA CAPRI BTWN VIA AVOLA & HIDDEN VALLEY RI
2	T-2	DETAILS AND LEGEND	
3	T-3	REMOVAL PLAN	VIA CAPRI & HIDDEN VALLEY RD
4	T-4	STRIPING PLAN	VIA CAPRI BTWN VIA AVOLA & HIDDEN VALLEY RI
5	T-5	SIGN AND POST DATA TABLE	
6	T-6	SIGNAGE PLAN	VIA CAPRIBTWN VIA AVOLA & HIDDEN VALLEY R

#### STRIPING CONSTRUCTION NOTES:

- INSTALL BIKE LANE ARROW AND BIKE SYMBOL WITH PERSON, PER CALTRANS STANDARD PLAN A24A AND A24C, AT 300' INTERVALS OR AS SHOWN PER PLAN. BIKE LANE ARROW OR BIKE LANE SYMBOL WITH PERSON SHOULD NOT BE PLACED IN GUTTER PAN, WHERE PRESENT.
- INSTALL SHARED ROADWAY BICYCLE MARKING, PER CALTRANS STANDARD PLAN A24C. SHARED ROADWAY BICYCLE MARKING SHALL BE POSITIONED IN CENTER OF TRAVEL LANE, OR AS SHOWN PER PLAN.
- 3 INSTALL 8' WHITE CHEVRON MARKING THERMOPLASTIC 125 MIL.STRIPE, ANGLED AT 45 DEGREES AND AT 5' INTERVALS.
- [4] REMOVE EXISTING STRIPING AND PAVEMENT MARKINGS BY HYDROBLASTING.
- 5 INSTALL PAVEMENT MARKING LIMIT LINE (STOP LINE) PER CALTRANS STANDARD PLAN A24G.
- 6 REINSTALL PAVEMENT ARROW TYPE IV (L) PER CALTRANS STANDARD PLAN A24A, IN CENTER OF TRAVEL LANE. PLACE PAVEMENT ARROW IO' FROM BEGINNING OF POCKET, OR AS SHOWN ON PLAN.
- REINSTALL PAVEMENT ARROW TYPE IV (R) PER CALTRANS STANDARD PLAN A24A, IN CENTER OF TRAVEL LANE. PLACE PAVEMENT ARROW IO' FROM BEGINNING OF POCKET, OR AS SHOWN ON PLAN.
- INSTALL 6' WHITE DIAGONAL CROSS HATCHING THERMOPLASTIC 125 MIL. STRIPE, ANGLED AT 45 DEGREES AND AT 20' INTERVALS.
- Image: Standard Plan A24D.

#### SIGNAGE CONSTRUCTION NOTES:

- IS INSTALL NEW SIGN
- RE REMOVE EXISTING SIGN.
- RL RELOCATE EXISITNG SIGN





#### TRAFFIC DATA TABLE

SAN DIEGO

STREET NAME	LIMITS	ADT (AVERAGE DAILY TRAFFIC VOLUME) (MPH)	85TH PERCENTILE SPEED (MPH)	DESIGN SPEED (STREET DESIGN MANUAL) (MPH)	POSTED SPEED LIMIT (MPH)	STREET CLASSIFICATION	PLANNED BIKEWAY CLASSIFICATION	BIKEWAY MILEAGE
VIA CAPRI	SOLEDAD PARK RD & LA JOLLA SCENIC DR S	3,026 (2014)	27 MPH	30 MPH	25 MPH	2 LN COLLECTOR	CLASS III (BMP)	.23 MICLASS II .23 MICLASS III

The City of

NOTE- ADVANCE LOOP PLACEMENT PER THE ROUNDED 85TH PERCENTILE SPEED OR POSTED SPEED, WHICHEVER, IS GREATER OR AS SHOWN ON THE PLANS, TO BE NO FURTHER THAN 50' FROM STUB OUT. ALL OTHER TRAFFIC CONTROL DEVICES PER THE STREET CLASSIFICATION DESIGN SPEED IN THE STREET DESIGN MANUAL.

	WARNING			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.	
A	2/13/2024	T-1,T-2,T-3,T-4,T-5, & T-6		
				IF THIS BAR DOES
				NOT MEASURE I'' THEN DRAWING IS
				NOT TO SCALE.
March 1	, 2024			

#### March 1, 2024 North Park Improvements 2 and La Jolla Improvements 1

## TRANSPORTATION DEPARTMENT



#### STRIPING DETAILS:

LANE WIDTH DIMENSIONS ARE DEFINED AS CENTER OF STRIPE TO TOP FACE OF CURB/MEDIAN (WHERE PRESENT) OR CENTER OF STRIPE TO CENTER OF STRIPE UNLESS OTHERWISE NOTED. THE REFERENCE LINE OF THE SPECIFIC STRIPING DETAILS ARE SHOWN BELOW (NOT TO SCALE):

DETAIL 22, 4-INCH WIDE STRIPE	
<u> </u>	
Ref	
DETAIL 278, 4-INCH WIDE STRIPE	
DETAIL 38A, 8-INCH WIDE STRIPE	
DETAIL 39, 6-INCH WIDE STRIPE	
DETAIL 39A, 6-INCH WIDE STRIPE	
DETAIL 41, 4-INCH WIDE STRIPE	

								1-1
DISCIPLINE CODE		LA JOLLA IMPROV 1						
E T	ELECTRICAL TRAFFIC	VIA CAPRI VIA AVOLA AND HIDDEN VALLEY RD						
	COVER SHEET							
		CITY OF SAN DIEGO, CALIFORNIA TED 10#					TED I0#	41004804
	SPEC. NO. 2278	SHEET 1 OF 6 SHEETS						
	PROFESSIONAL K: GEALL	APPROFED <u>Brian Anorese</u> 2-28-2024 FOR CITY ENGINEERI BRIAN K. GENOVESE C-57979			_		YN DEL RIO	
	C-57979	PRINT DCE NAME DESCRIPTION	BY	APPROVED	E# DATE	FILMED		GARICA LOPEZ
	( <sup>CC</sup> ( <sup>C</sup> ) C-57979 ( <sup>CC</sup> )	ORIGINAL	JGI	APPHOVED	213/2024	FILMED		
	*		JGL	ВG	2/13/2024			264-1689 7 COORDINATE
	OF CALLORINE							407–1886444 IS COORDINATE
	CONTRACTOR            INSPECTOR            DATE         COMPLETED					0100	)704–1–D	
						age 7 of 12		

Т 1

# LEGEND & DETAILS







# REMOVAL PLAN



#### STRIPING CONSTRUCTION NOTES:

4 REMOVE EXISTING STRIPING AND PAVEMENT MARKINGS BY HYDROBLASTING.

		T–3
	LA JOLLA IMPROV VIA CAPRI	1
	VIA CAPRI VIA CAPRI & HIDDEN VALLE REMOVAL PLAN	(RD
SPEC. NO. 2278	CITY OF SAN DIEGO, CALIFORNIA TRANSPORTATION DEPARTMENT SHEET 3 OF 6 SHEETS	TED 10# <u>41004804</u>
DOFESSION	FOR CITY ENGINEER) 2-28-2024	MANILYN DEL RIO PROJECT MANAGER
C-57979	BRIAN         K. GENOVESE         C_57979           PRINT DCE NAME         RCE#         RCE#           DESCRIPTION         BY         APPROVED         DATE         FILMED	JESUS GARICA LOPEZ PROJECT ENGINEER
* CIVIL OF CAUFORNIA	ORIGINAL         JGL         2132024           ADDENDUM         JGL         B G         2132024	264–1689 
CONTRACTOR	DATE STARTED	6250407–1886444 CCS83 COORDINATE 0100704–3–D
	NEW DESIGN SHEET A D D E N	Page 9 of 12

Д




#### STRIPING CONSTRUCTION NOTES:

- INSTALL BIKE LANE ARROW AND BIKE SYMBOL WITH PERSON, PER CALTRANS STANDARD PLAN A24A AND A24C, AT 300'INTERVALS OR AS SHOWN PER PLAN. BIKE LANE ARROW OR BIKE LANE SYMBOL WITH PERSON SHOULD NOT BE PLACED IN GUTTER PAN, WHERE PRESENT.
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- 5 INSTALL PAVEMENT MARKING LIMIT LINE (STOP LINE) PER CALTRANS STANDARD PLAN A24G.
- 6 REINSTALL PAVEMENT ARROW TYPE IV (L) PER CALTRANS STANDARD PLAN A24A, IN CENTER OF TRAVEL LANE. PLACE PAVEMENT ARROW IO' FROM BEGINNING OF POCKET. OR AS SHOWN ON PLAN.
- 7 REINSTALL PAVEMENT ARROW TYPE IV (R) PER CALTRANS STANDARD PLAN A24A, IN CENTER OF TRAVEL LANE. PLACE PAVEMENT ARROW IO' FROM BEGINNING OF POCKET, OR AS SHOWN ON PLAN.
- 8 INSTALL 6' WHITE DIAGONAL CROSS HATCHING THERMOPLASTIC 125 MIL. STRIPE, ANGLED AT 45 DEGREES AND AT 20' INTERVALS.
- 9 REINSTALL PAVEMENT MARKING 'STOP', PER CALTRANS STANDARD PLAN A24D.



March 1, 2024 North Park Improvements 2 and La Jolla Improvements 1



# SIGNAGE AND POST DATA TABLE

		SHEET			SHEET	
SIGN	TREATMENT	T-5	SIGN	TREATMENT	T-5	
SIGN ASSEMBLY	INSTALL RI-I	I		INSTALL	I	
RI-I ABOVE	NEW POLES**		W3-1	NEW POLE**	I	
24" EXCEPT RIGHT TURN RI-IOP	INSTALL RI-IOP	I	24" <b>EXAMPLE</b> 18" D11–1	INSTALL	I	
30" STO MAY USE FULL LANE 30"	INSTALL	3	24" 6" G33-I(CA)	INSTALL	I	POLE TYPE NOTES: •INSTALL PERFORATED SQUARE STEEL TUBING (PSST) SIGN POST PER CITY OF SAN DIEGO STANDARD DRAWING SDM-104
R4-II	NEW POLES**		YIELD	REMOVE	I	**INSTALL 2-I/2"X 2-I/2"IO GA PERFORATED SQUARE STEEL TUBE(PSST) SICN POST, PER 2022 CALTRANS STANDARD PLAN RS5 AND RS6.MAINTAIN A 7'CLEARANCE FROM GROUND TO BOTTOM OF SIGN,
12" BIKE LANE 8"	INSTALL	3	RI-2	REMOVE POLE	I	POST SIZE 2 1/2" X 2 1/2" BY 10 GA
R81(CA)	NEW POLES*	I	24"			SIGNAGE CONSTRUCTION NOTES:
NO PARKING 1st & 3rd THURSDAY 7AM - 11AM	INSTALL	I	ONCOMING TRAFFIC DOES NOT STOP	INSTALL	I	IS INSTALL NEW SIGN RE REMOVE EXISTING SIGN. RL RELOCATE EXISITING SIGN
SWEEPING SIGN (Ist & 3rd)	RELOCATE		W 4-4DF			
NO PARKING 2nd & 4th THURSDAY 7AM - 11AM	REMOVE	2		INSTALL .	1	LIGHT POLE
SWEEPING SIGN (2nd & 4th)			WI-2	REMOVE		CITY OF SAN DIEGO, CALIFORNIA TRANSPORTATION DEPARTMENT         TED 10#_41           SPEC. NO. 2278         SHEET 5 OF 6 SHEETS         SHEET 5 OF 6 SHEETS           Imposto         SHEET 5 OF 6 SHEETS         SHEET 5 OF 6 SHEETS           Imposto         SHEET 5 OF 6 SHEETS         SHEET 5 OF 6 SHEETS           Imposto         SHEET 5 OF 6 SHEETS         MANILYN 1 PROJECT M           Imposto         SHERT 5 OF 6 SHEETS         SHERTS 10 MANILYN 1 PROJECT M

		2	POST SIZ 1/2" X 2 1/2" BY	_	БА										
		(	OTES	<u>.</u>											
			RE REMOVE E	XISTIN	G SIGN.										
			RL RELOCATE	EXISI	TNG SIGN										
1			LA JOLLA IMPROV 1												
-Ç	È.			VIA CAPRI											
k	_			VIA AVOLA AND HIDDEN VALLEY RD											
			SIG	N A	ND PC	OST DA	λTΑ	TABLE							
1	SPEC.	NO. 2278		SPORTATI	DIEGO, CA ION DEPARTM DF 6 SHEETS	/IENT			41004804						
		PROFESSIONAL NN K. GENOLISI	FOR CITY ENGINEER BRIAN K. GENOVESE PRINT DCE NAME	enorese		2-28-2024 DATE 7979		PROJ CHECKED BY:	YN DEL RIO						
	REGIST	C-57979	DESCRIPTION	BY	APPROVED	DATE	FILMED		BARICA LOPEZ						
	(*	×	ORIGINAL	JGL JGL	ва	2/13/2024 2/13/2024			264–1689 7 COORDINATE						
		OF CALIFORNIE						6250	407–1886444						
	CONTRAC				DATE STARTE			- 0100704-5-D							
	INSPEC	Â	NEW DESIGN SHEET			DE	$\mathbb{N}$		ge 11 of 12						

А







- IS INSTALL NEW SIGN
- RE REMOVE EXISTING SIGN.
- RL RELOCATE EXISITNG SIGN





## **City of San Diego**

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov Phone No. (619) 533-4491

## **ADDENDUM B**





#### FOR

#### NORTH PARK IMPROVEMENTS 2 AND LA JOLLA IMPROVEMENTS 1

BID NO.:	K-24-2278-DBB-3
SAP NO. (WBS/IO/CC):	B-22021, B-19120
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	1, 3
PROJECT TYPE:	КВ

#### BID DUE DATE:

2:00 PM APRIL 8, 2024

#### **CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

http://www.sandiego.gov/cip/bidopps/

#### **ENGINEER OF WORK**

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

For City Engineer

03/18/2024 Seal:

Date



#### A. CHANGES TO CONTRACT DOCUMENTS

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

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

#### B. BIDDER'S QUESTIONS

- Q1. My question is regarding sheet C-12 (41845-14-D), none of the HDD subs we called are not going to bid this project. They have multiple reasons including its way too shallow, there is not sufficient depth, no room to string the pipe, etc. Can the City please provide further direction and review the plans and revise the HDD portion of work to include more laydown details and potentially changing profile for added depth/length.
- A1. 1. A revised Geotechnical Report has been uploaded. Please see report for alternate acceptable trenchless construction methods. (See Sections C, D, and E of this Addendum).
  - 2. Bid Item 50 **"Horizontal Directional Drilling and Pipe"** is removed. **"Trenchless Water Main (16-Inch)"** has been added and is included in this Addendum. (See Sections C, D, and E of this Addendum).
  - 3. Bid Item 51 **"Fusible HDPE Pipe"** is revised and included in this Addendum. (See Sections C, D, and E of this Addendum)

#### C. SUPPLEMENTARY SPECIAL PROVISIONS

- To SECTION 3 CONTROL OF THE WORK, page 55, Subitem 3-9, TECHNICAL STUDIES AND SUBSURFACE DATA, DELETE in its entirety and SUBSTITUTE with the following:
  - **3-9 TECHNICAL STUDIES AND SUBSURFACE DATA.** To the "WHITEBOOK", ADD the following:
    - 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:

- a) Geotechnical Investigation Report, La Jolla Improvements 1, dated March 2, 2023 by Atlas Technical Consultants LLC.
- 6. The report listed above is available for review in Addendum B folder in the following link: https://drive.google.com/drive/folders/1efVr4I35SH TtQBwTCZGq4FfEIM2j769?usp=sharing
- 2. To **SECTION 7 MEASUREMENT AND PAYMENT,** page 65, **ADD** the following:
  - **7-3.1 Payment.** To the "WHITEBOOK", ADD the following:
    - 4. The Linear Feet Bid Item for **"Trenchless Water Main** (16-Inch)" shall include but is not limited to payment of the casing, grouting and lubricants; providing jacking/receiving/recovery shafts including excavation, disposal, dewatering, backfill and replacement of surface or other improvements; furnishing and installing pipe, excavating, and disposal of materials encountered by installation of the pipe, and all other work appurtenant to installation of the pipe described in Sections:
      - a. 307-1.7 Jacking
      - b. 307-2.10 Tunneling
      - c. 308-12 Microtunneling
      - d. 315-14 Horizontal Directional Drilling

#### D. ADDITIONAL CHANGES

1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been <u>Underlined</u> and **DELETIONS**, if any, have been <del>Stricken out.</del>

Section	ltem Code	Description	UoM	Quantity	Payment Reference			
<del>Main Bid</del> (La Jolla Improve ments 1)	<del>237990</del>	Horizontal Directional Drilling and Pipe	F	<u>80</u>	<del>315-14</del>			

Section	ltem Code	Description	UoM	Quantity	Payment Reference
<u>Main Bid</u> (La Jolla Improve ments 1)	<u>237990</u>	<u>Trenchless Water</u> <u>Main 16-Inch)</u>	ĿĒ	<u>94</u>	<u>315-14</u>
<del>Main Bid</del> <del>(La Jolla Improve ments 1)</del>	<del>237110</del>	Fusible HDPE Pipe	ft	94	<del>317-1.10</del>

#### E. PLANS

1. To Drawing numbers **41845-01-D (G-1), 41845-14-D (C-12)** and **41845-15-D (C-13)**, **DELETE** in their entirety and **REPLACE** with pages 6 through 8 of this Addendum.

Rania Amen, Director Engineering & Capital Projects Department

Dated: *March 19, 2024* San Diego, California

RA/MA/AJ/egz

		T TO SECTION 4216 (	R'S RESPONSIBILITI	AT LE						
			ACT THE REGIONAL NOTIFICA CALIFORNIA) AND OBTAIN AI							
2.			NORKING DAYS PRIOR TO EX TRANSMISSION POWER LINES.							
3.			TER BOX (CITY PROPERTY S EFORE TAPPING MAIN.	SIDE) TO	DETERMINE IN	ADVANCE,				
		CES, WHEN SPECIFIED PLUGS AND CONNECT	OR SHOWN ON THE PLANS, IONS.	WILL M	IAKE PERMANENT					
5.	KEEP EX	ISTING MAINS IN SERV	ICE IN LIEU OF HIGH-LINING,	UNLESS	S OTHERWISE SPI	ECIFIED				
		N PLANS. ATIONS OF EXISTING E	BUILDINGS AS SHOWN ON TH	IE PLAN	ARE APPROXIM	ATE.				
7.	STORM D	RAIN INLETS SHALL F	REMAIN FUNCTIONAL AT ALL	TIMES	DURING CONSTR	UCTION.	I	HEET	DISCIPLINE	
	PROFILE	FOR EXISTING UTILITIE	PREVIOUSLY POTHOLED (PE S ARE BASED ON A SEARC	CH OF 1	THE AVAILABLE F	RECORD		NO. I	CODE G-I	COV
	DOES NO SHALL I	T GUARANTEE THAT I POTHOLE ALL EXISTII	SOLELY FOR THE CONTRACT IT HAS REVIEWED ALL AVAIL NG UTILITIES EITHER SHOWN VITH THE SPECIFICATIONS SE	LABLE   ON TH	DATA. THE CONT HE PLANS OR MA	RACTOR		2	G-2	KEY
			S SHOWN ON THE PLANS AR LENGTH AND LOCATION OF (					3 4	C-1 C-2	VILL
10.	OR LOCA	TED IN OR NEAR WAT	STRUCTURE (AMI) DEVICES A ER METER BOXES, COFFINS, E WITH THE CONTRACT DOCI	OR VA	ULTS SHALL BE			5 6 7	C-3 C-4 C-5	VILL VILL VILL
	FITTINGS		NTATIVE COATING ON ALL B S, TEES, CROSSES, FLEX COL FICATIONS.					8	C-6	
	(RE), AND (I6 INCHE	NOT THE CONTRACT	UTDOWN MAINS, THE ASSIGN OR, SHOULD CONTACT THE F RAMOS (619-527-7438) DISTE	FOLLOW RIBUTIOI	ING: TRANSMISSION MAINS (LESS	IN MAINS		9 10	C-7 C-8	VIA VIA
/	INCHES)-		'-3143) WATER FACILITIES-TA					II I2	C-9 C-I0	VIA VIA
(	AND FIEL	.D SERVICES SENIOR E MISSION MAINS (16 INC	UTDOWN OF MAINS, THE ASS ENGINEER, AND NOT THE CON THES AND LARGER) -WATER I	NTRACT	OR, SHOULD CON	TACT THE FOLLOW				
	2. WATER WATER	RODUCTION SUPERIN	WATER RESERVOIRS PUMP NTENDENT (619-527-7438) AN				パン ノレ	13	C-II	LA
		VISOR (619-527-7609)	$\bigcirc \land \land \land$			$\bigcirc$		14 15	C-12	LA
		CTION STORM e disturbance area	WATER PROTECTIO	ON N	NOTES			15	C-13 C-14	LA . PAV
Н	IYDROLOGI	C SUBAREA AND WAT	ERSHED <u>PENASQUITOS HU</u> NO. <u>MIRAMAR-906-40 &amp; SC</u>	<u>/LA_JC</u> CRIPPS-	DLLA WATERSHE -906–30	D		17	C-15	CUR
			Y WITH THE REQUIREMENTS					8-20 21	C-I6-C-I8 C-I9	CUR WOR
C	MINOR		TO MUNICIPAL SEPARATE	STORM	SEWER SYSTEM	(MS4)		22	C-20	WAT
5			AS AS AMENDED BY R9-2015					23 24	C-21 C-22	BAT SUR
2	THE		TO MUNICIPAL SEPARATE AS AS AMENDED BY R9-2015					25 )I-T24	C-23 TC-0I-	THRI TCP
	PERI CON: ORDI TRA LUP: CONSTRUC ⊠ AS <u>RMANE</u> □ P □ S □ P	MIT NO. R9-2013-0001A STRUCTION GENERAL F ER 2010-0014-DWQ AN DITIONAL: RISK LEVEL RISK TYPE I 2 3 TION SITE PRIORITY SBS HIGH MEDIL NT STORM WA RIORITY DEVELOPMENT TANDARD DEVELOPMEN DP EXEMPT	I II 2 II 3 II JM II LOW ATER BMP CATEGO I PROJECT NT PROJECT	5-0001 A 2009-D1	ND R9-2015-010 NO AS AMENDED	O AND				
	⊠ N		MANENT STORM WATER REQ STRUCTURES	UIRMEN	TS					
EX WA	TER MAIN	N & VALVES		ЕX	GROUND LINE (P	ROFILE)				
EX WA	TER MET	ER		ΕX	TRAFFIC SIGNAL		X€TS			
	RE HYDRA		 		STREET LIGHT		✦ SL G	-6		
EX DR		I & MANHOLES	=======================================		C. COND., TEL. C		о Е	-	-	
ΕΧ ΡΑ	VEMENT	(PROFILE)		RAI	LROAD, TROLLEY	TRACKS				
EX CO	NCRETE F	PAVEMENT PROFILE)	ကြားလင်းကိုလင်ကြောင်းကြားလင်းကြောင်းကြားလင်ကြောင်းကြားလင်ကြောင်းကြားလင်ကြောင်းကြားလင်ကြောင်းကြားလင်ကြောင်းကြားလ ကျွင်းဆင့်င်းဆင့်င်းဆင့်င်းဆင့်င်းဆင့်င်းဆင့်င်းဆင့်င်းဆင့်င်းဆင့်င်းဆင့်င်းဆင့်င်းဆင့်င်းဆင့်င်းဆင့်							
			N CHANGE / ADDENDU	M		WARNING				
CHANGE	DATE	AFFECTED OR	ADDED SHEET NUMBERS		APPROVAL NO.		T	he (	City of	-
Â	03/14/24	SHEETS	5 G-I, C-I2, C-I3			IF THIS BAR DOE			١N	Г
						NOT MEASURE I'		) /-		
						NOT TO SCALE.				

March 19, 2024 North Park Improvements 2 and La Jolla Improvements 1

# JOLLA IMPROVEMENTS 1

SHEET INDEX

LIMITS	SIZE (IN)		LENGTH							
COVER SHEET KEY MAP WATER VILLA LA JOLLA DRIVE LA JOLLA VILLAGE DR AND S/O HOLIDAY CT										
WATER										
LA JOLLA VILLAGE DR AND S/O HOLIDAY CT	16	PVC	700.00							
N/O MORNING WAY AND S/O MORNING WAY	16	PVC	700.00							
NOBEL DR AND S/O VILLA LA JOLLA DWY	16	PVC	700.00							
NE/O VIA MALLORCA AND SW/O VIA MALLORCA	16	PVC	700.00							
E/O GILMAN DR AND GILMAN DR	16	PVC	378.97							
N/O VIA CAPRIAND VIA CAPRI	8	PVC	236.37							
VIA AVOLA AND W/O VIA BARLETTA	16	PVC	500.00							
VIA BARLETTA AND E/O VIA BARLETTA	16	PVC	700.00							
HIDDEN VALLEY RD AND W/O SENN WAY	16	PVC	700.00							
SENN WAY AND E/O SENN WAY	16	PVC	700.00							
W/O LA JOLLA SCENIC DR S AND E/O LA JOLLA	16	PVC	260.22							
SCENIC DR S										
E/O LA JOLLA SCENIC DR S AND CUL DE SAC	8	PVC	543 <b>.</b> 38							
S S/O OF VIA CAPRIAND VIA CAPRI	8	PVC	155 <b>.</b> 45							
VIA CAPRIAND N/O VIA CAPRI	16	PVC	444.55							
LA JOLLA SCENIC DR S & LA JOLLA PRKWY ON RA	16	PVC	700.00							
LA JOLLA PKWY & LA JOLLA SCENIC DR N	16	PVC	539 <b>.</b> 89							
PLAN	TOTAL	WATER	8658.83							
Т										
	-	-	-							

#### WORK TO BE DONE

CONSTRUCTION OF LA JOLLA IMPROVEMENTS I CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, SERVICES AND CONSTRUCTION OF 8-INCH, 12-INCH AND 16-INCH WATER MAIN PVC PIPES, FIRE HYDRANTS, WATER SERVICES, PAVEMENT RESURFACING CURB RAMPS AND ABANDONMENT OF EXISTING WATER MAINS AND ALL OTHER WORK AND APPURTENANCES SHOWN ON THESE SPECIFICATIONS AND PLANS NUMBER 41845-01-D TO 41845-25-D.

#### DISCIPLINE CODE

- GENERAL G
- CIVIL С TC TRAFFIC CONTROL

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Т	C	)	Ρ	(
ļ	B	I	9	ļ



OGRAPHY SOURCE: ESCONDIDO BI9120f\_Site l.dgn Date: 09/12/2019 G.TICE ANCHO BERNARDO BI9120\_Site 2.dgn Date: 10/23/2019 G.TICE POWA B19120 Curb Ramp Site Ldgn Date: 01/22/2020 DARAFSHANDAR JOB\_ SITE **BENCHMARK**: NWBP HIDDEN VALLEY & ROSELAND DRIVE (P+#50) Elev. (119.077) MSL, Based on NGVD 29 0 FEET as shown in the City of San Diego ア Bench Book. C FIELD NOTES: 7 BASIS OF BEARING / COORDINATES: \_ The Basis of Bearings for this project was derived from a previous STATIC GPS C Survey using R.of S. 14492 NAD 83 feet, - NATIONAL CITY Zone 6 (epoch 1991.35), utilizing RTK/GPS field CORONA procedures with a CALVRS Base Station 01 broadcast of 2018 & 2019 and constraining to GPS 755, and checking GPS 134, I.E. N28° 46′41"W, C ABBREVIATIONS 5 DATUM: ABAND ABANDON ELEC ELECTRIC PVC POLYVINYL CHLORIDE NZ mean sea level EX, EXIST EXISTING ABAND'D ABANDONED POINT OF REVERSE CURVATURE PRC ASBESTOS CEMENT PIPE AC E/O EAST OF PROP PROPOSED ELECTRICAL UNDERGROUND ΡT POINT OF TANGENT AHEAD EUG AHD STREETS REQUIRING 12" TRENCH CAP: RA RAMP ASSY ASSEMBLY FLANGE 11 S. A. BEGINNING OF CURVE BC FIRE HYDRANT RED REDUCER FΗ MEXICO BUTTERFLY VALVE RT RIGHT BFV FS FIRE SERVICE <u>\*STREET NAMES\*</u> Villa la Jolla Drive, ΒK SCRW STEEL CYLINDER ROD WRAPPED BACK GV GATE VALVE Via Capri, BTWN BETWEEN HIGH-DENSITY POLYETHYLENE SURVEY LINE La Jolla Scenic Dr.S HDPE <u>VICINITY</u> MAP HIGH PRESSURE SD&AE SAN DIEGO & ARIZONA EASTERN RAILROAD CATV CABLE TV ΗP SDTI NOT TO SCALE CAST IRON PIPE INVERT ELEVATION SAN DIEGO TROLLEY INC. ΙE CENTER LINE LΤ LEFT SO STUB OUT CONDUIT MJ MECHANICAL JOINT SOUTH OF COND S/0 CONT CONTINUED MTS SAN DIEGO METROPOLITAN SWR SEWER PLANS FOR THE CONSTRUCTION OF CONTRACTOR CONTR TRANSIT SYSTEM TELEPHONE TEL MTD MULTIPLE TELEPHONE DUCT DB DIRECT BURIED UNK UNKNOWN LA JOLLA IMPROVEMENTS <sup>2</sup> DUCTILE IRON N/0 NORTH OF VITRIFIED CLAY PIPE VC EB ENCASED BURIED OVHD OVER HEAD WATER METER WM POINT OF CURVE END OF CURVE PC EC WTR WATER COVER SHEET PKWY KEY MAP PARKWAY EL, ELEV ELEVATION W/O WEST OF NO SCALE WATER B-19120 CITY OF SAN DIEGO, CALIFORNIA SPEC. NO. 2278 ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET I OF 25 SHEETS AS-BUILT INFORMATION CONSULTANT 02/08/2024 DATE JOSE LOPEZ PROJECT MANAGER FOR CITY ENGINEER MATERIALS MANUFACTURER JANICE JARO <u>C70770</u> PROFESS PIPE CL 235 (WATER) COMPANY NAME -RCF# JOHANNA RIVERA PROJECT ENGINEER TCE M GATE VALVES COMPANY ADDRESS DESCRIPTION APPROVED DATE FILMED -BY Andra FIRE HYDRANTS COMPANY PHONE NUMBER ORIGINAL JR/AA ND. C70770 02/08/24 SEE EACH SHEET -CCS27 COORDINATE ADDENDUM B and -COMPANY EMAIL JR 03/14/24 -DATE OF SIGNING SEE EACH SHEET F CAL -CCS83 COORDINATE -CONTRACTOR NTP DATE 41845–01–D -INSPECTOR NOC DATE ADD ADDENDUM DESIGN CHANGES SHEET C-12; C-13 ADDED NOTE #13 IN THE CONTRACTORS RESPONSIBILITY

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DI

ADDENDUM	В

		<u>LEGEND</u>	
	<b>IMPROVEMENTS</b>	REFERENCE	SYMBOL
	TRENCH RESURFACING	SDG-107, SDG-108	
	PIPE SUPPORT FOR UNDERCUT AC WATER MAIN	SDW-162	
	CUTTING AND PLUGGING ABANDONED	WATER MAIN WP-03	E
	SURVEY MONUMENT	M-IOA, M-IOB, M-IOC	Â
	WATER MAIN & APPURTENANCES	SDM-105, SDW-110, SDW-151, SDW-161	
	VALVES WITH CAPS AND WELLS	SDW-109, SDW-152, SDW-153, WV-05	
I,	FIRE SERVICE CONNECTION & ASSEMBLY	SDM-105, SDW-109, SDW-118, SDW-152, SDW-153	P.L.
G, R ERED	6" FIRE HYDRANT ASSEMBLY & MARKER 2-PORT UNLESS SPECIFIED AS 3-PORT	SDM-105, SDW-104, SDW-109, SDW-152, SDW-153	PROPOSED WATER
	I" WATER SERVICE UNLESS OTHERWISE SPECIFIED	SDM-105, SDW-107, SDW-134, SDW-135, SDW-136, SDW-137, SDW-138, SDW-149, SDW-150, WS-03	WM P.L.
	WATER SERVICE TRANSFER	SDW-149, SDW-150	WM P.L.
	BLOW-OFF ASSEMBLY	SDM-105, SDW-106, SDW-143, SDW-144, SDW-145, SDW-146, WB-05,	B.O. PROPOSED WATER
	AIR & VACUUM VALVE	SDM-105, SDW-117, SDW-158, SDW-159, SDW-160	▲.∨.
	HIGHLINING BY CONTRACTOR	SDW-170, SDW-171, SDW- 172, SDW-173, SDW-174	IF APPLICABLE
	FOR ADDITIONAL SYMBOLS SEE RESU	RFACING, CURB RAMP AND TRAFFIC CONTROL	SHEETS.

#### ELD DATA

G–1

Page 6 of 8



North Park Improvements 2 and La Jolla Improvements 1

						+					TD										+	D = 70.70										
NT STATION NORTHING (Y) EASTING (X)											Ε	LE	M	ΞN	τT		BF	RG	/DE	LT/	4		DIST/LENGTH									
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IT	STATION	NORTHING (Y)	EASTING (X)	ELEMENT	<b>BRG/DELTA</b>	DIST/LENGTH
	7+47.33	1888966.15	6256304.92	STRAIGHT	N 67°00'44" E	D = 76.78
	8+24.11	1888996.14	6256375.6	STRAIGHT	S 67°59'18" E	D = 93.58
	9+17.70	1888961.06	6256462.37	STRAIGHT	N 89°30'42" E	D = 23.54
	9+41.23	1888961.26	6256485.9	STRAIGHT	N 89°30'42" E	D = 148.55
	10+89.78	1888962.53	6256634.44	STRAIGHT	S 67°59'18" E	D = 135.70
	12+25.48	1888911.67	6256760.25	STRAIGHT	N 67°00'42" E	D = 79.06
	13+04.54	1888942.55	6256833.03	STRAIGHT	N 22°59'18" W	D = 98.96

15+00

TOR INSTALL (MJ, MJ) TOR INSTALL		REFERENCE: WATER: 13937- SEWER: 13937-2 STORM DRAIN: GAS: 15652-1192 ELECTRIC: 15652 CABLE TV: TIMI TELEPHONE: IMPROVEMENTS 100' SCALE/FIE THOMAS BROS. PRESSURE ZON	2-D, 139 9381-6 25; 1165 2-11922 E WAR1 E WAR1 : LD B00 : 1227J	37-3-D,139 5-D;9381-12- 52-119230 5 NER CABLE OK: BIOS	37-4-[ ·D	)	SCENIC MAP 2
(MJ, MJ)							C-12
CTOR D INSTALL VACUUM LT ARDS		LA JOLI	LA J LA PK		ENIC IOLLA D LA J	DR. V PK	S / WY ON RA
		ENGINEERING	& CAPITA	IEGO, CALIFO L PROJECTS DE F 25 SHEETS		IT	WATER B-19120
E	SED PROFESSIONAL	APPROVED: FOR CITY EXAMINEER JANICE JARO PRINT DCE NAME		DATE <u> C7077</u> RCE#			SUBMITTED BY: 
F ×	(5) S 20 5)	DESCRIPTION	BY JR/AA	APPROVED	DATE 02/08/24	FILMED	PROJECT ENGINEER
}	SI CIVIL IN	ADDENDUM B	JR	un fr	03/14/24		246-1689 CCS27 COORDINATE
80 120	OF CALIFORM			ũ.			1886-6249 CCS83 COORDINATE
= 40'	CONTRACTOR	I		NTP DATE	1		41845–14–D
INCREASED TRENCH MOVED AIR VALVE	NG CALLOUT IN THE PROF LESS PIPE DEPTH TO 6', TO EDGE OF TRAVELLED OF TRENCHLESS PIPE IN	FILE SEE PROFILE WAY PROFILE	١D	DE	NC	)[	JM <sup>Page 7 of 8</sup> B



П И И S KWY Ω \_ 

## Bid Results

#### Bidder Details

Vendor NameTC Construction Company, Inc.Address10540 Prospect Avenue Austin Cameron 619-726-7023Santee, California 92071Santee, California 92071United StatesUnited StatesRespondeeElan SchierRespondee TitleChief EstimatorPhone619-448-4560Emaileschier@tcincsd.comVendor TypeCADIR, MALE, CAULicense #402459CADIR100003132

#### **Bid Detail**

Bid FormatElectronicSubmitted04/08/2024 1:50 PM (PDT)Delivery MethodBid ResponsiveBid StatusSubmittedConfirmation #371798

#### **Respondee** Comment

#### **Buyer Comment**

#### Attachments

File Title	File Name	File Type
Certifications of Pending Actions.pdf	Certifications of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Subcontractors For Alternates Final.pdf	Subcontractors For Alternates Final.pdf	SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS
Mandatory Disclosure.pdf	Mandatory Disclosure.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Debarment Prime.pdf	Debarment Prime.pdf	PRIME - DEBARMENT AND SUSPENSION CERTIFICATION

Sub	Debartment.pdf	
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Bid Bond.pdf

Sub Debartment.pdf

Bid Bond.pdf

SUBS, SUPPLIERS, MANUF. - DEBARMENT AND SUSPENSION CERTIFICATION

Bid Bond

### Subcontractors

Showing 6 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Туре
<b>Golden State Boring &amp; Pipe Jacking</b> 7000 Merrill Ave. Box 40 Chino, California 91710	Directional Drilling Constructor	678500	1000005788	\$78,544.00	
<b>Jerusalem Construction, Inc. DBA M</b> 1827 Cleveland Ave National City, California 91950	Concrete Flatwork Constructor SLBE	1009541	1000033057	\$214,795.00	SLBE, PQUAL, CADIR, Local
<b>Piperin Corporation</b> 510 Venture Street Escondido, California 92029	Portions of Water Mains & Appurtenances Constructor SLBE	964028	1000000485	\$3,755,285.00	CADIR, SLBE, Local
<b>Soclaris Contracting</b> 7437 Lowell Ct. La Mesa, California 91942	Hazardous Materials Constructor SLBE	793838	1000011964	\$232,600.00	DVBE, CADIR, MALE, SDVSB, CAU, ELBE, Local
Southwest Traffic Signal Service. Inc 9201 Isaac St Suite A Santee, CA 920 Santee, California 92020	·	451115	1000004265	\$32,390.00	DVBE, CADIR, SDB, PQUAL, SLBE, Local
<b>Statewide Stripes Inc.</b> PO Box 600710 San Diego, California 92160	Striping & Signage Constructor	788286	1000001334	\$119,842.85	DBE, CADIR, Local

#### Line Items

Discount Terms No Discount

Item #	Item Code	Туре	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid	(North Park Ir	nproven	nents 2)				\$11,412,817.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$60,000.00	\$60,000.00	Yes	
2	334290		Remote Control Camera Inspection (EOC Type II)	AL	1	\$20,000.00	\$20,000.00	Yes	
3	541690		Monitoring of Contaminated Soil	HR	60	\$173.00	\$10,380.00	Yes	
4	238990		Loading, Transportation, and Disposal of Petroleum Contaminated Soil	TON	2500	\$77.00	\$192,500.00	Yes	
5	238990		Testing, Sampling, Site Storage, and Handling of Petroleum Contaminated Soil	TON	2500	\$11.00	\$27,500.00	Yes	
6	238990		Community Health and Safety Plan	LS	1	\$6,200.00	\$6,200.00	Yes	
7	238990		Preparation of Hazardous Waste Management Plan and Reporting	LS	1	\$6,200.00	\$6,200.00	Yes	
8	237110		Mobilization	LS	1	\$1,540,000.00	\$1,540,000.00	Yes	
9			Field Orders (EOC Type II)	AL	1	\$500,000.00	\$500,000.00	Yes	
10	237310		Asphalt Pavement Repair	TON	950	\$220.00	\$209,000.00	Yes	
11	237310		Class 2 Aggregate Base (Scheduled, 5 Inch)	TON	176	\$45.00	\$7,920.00	Yes	
12	237310		Excavate and Export (Scheduled, 10 Inch)	СҮ	175	\$550.00	\$96,250.00	Yes	
13	237310		Asphalt Concrete Base (Scheduled, 5 Inch)	TON	176	\$162.00	\$28,512.00	Yes	
14	237310		Historical and Contractor Date Stamps and Impressions	EA	5	\$128.00	\$640.00	Yes	
15	237310		Remove and Replace Existing Sidewalk	SF	350	\$13.00	\$4,550.00	Yes	
16	237310		Additional Curb and Gutter Removal and Replacement	LF	125	\$67.00	\$8,375.00	Yes	
17	237310		Cross Gutter	SF	520	\$26.00	\$13,520.00	Yes	
17	237310		Residential Concrete Driveway	SF	250	\$33.00	\$8,250.00	Yes	
19	237310		Alley Apron	SF	150	\$32.00	\$4,800.00	Yes	
					1				
20	237310		Curb Ramp (Type A, Per 0100625-28-D) with Detectable Warning Tiles	EA		\$6,600.00	\$6,600.00	Yes	
21	237310		Curb Ramp (Type B, Per 0100625-28-D) with Detectable Warning Tiles	EA	4	\$5,900.00	\$23,600.00	Yes	
22	237310		Curb Ramp (Type C1, Per 0100625-28-D) with Detectable Warning Tiles	EA	2	\$6,600.00	\$13,200.00	Yes	ļ
23	237310		Curb Ramp (Type D, Per 0100625-28-D) with Detectable Warning Tiles	EA	4	\$5,200.00	\$20,800.00	Yes	
24	237110		Phased Paving	EA	2	\$6,000.00	\$12,000.00	Yes	<u> </u>
25	237110		Handling and Disposal of Non-friable Asbestos Material	LF	12218	\$20.00	\$244,360.00	Yes	
26	237110		Additional Bedding	CY	242	\$91.00	\$22,022.00	Yes	
27	237110		Water Main (8 Inch)	LF	10996	\$232.00	\$2,551,072.00	Yes	
28	237110		Water Main (8 Inch, Class 305)	LF	1222	\$240.00	\$293,280.00	Yes	
29	237110		Gate Valve (8 Inch)	EA	7	\$4,100.00	\$28,700.00	Yes	
30	237110		Fire Hydrant Assembly and Marker (6 Inch)	EA	36	\$13,000.00	\$468,000.00	Yes	
31	237110		Fire Hydrant Assembly and Marker (6 Inch) with Bollards	EA	1	\$17,000.00	\$17,000.00	Yes	
32	237110		Fire Hydrant Assembly and Marker (6 Inch) 3-Port	EA	2	\$15,000.00	\$30,000.00	Yes	
33	237110		Fire Service Connection and Assembly (4 Inch)	EA	4	\$9,800.00	\$39,200.00	Yes	
34	237110		Fire Service Connection and Assembly (6 Inch)	EA	5	\$12,000.00	\$60,000.00	Yes	
35	237110		Fire Service Connection and Assembly (8 Inch)	EA	1	\$13,000.00	\$13,000.00	Yes	
36	237110		Water Service (1 Inch)	EA	350	\$6,600.00	\$2,310,000.00	Yes	
37	237110		Water Service (2 Inch)	EA	114	\$7,500.00	\$855,000.00	Yes	
38	237310		Temporary Resurfacing	TON	2689	\$179.00	\$481,331.00	Yes	
39	237110		Imported Trench Backfill	TON	2500	\$27.00	\$67,500.00	Yes	
40	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$49,000.00	\$49,000.00	Yes	
41	237310		Thermoplastic Traffic Striping	LF	200	\$5.50	\$1,100.00	Yes	
42	238990		Video Recording of Existing Conditions	LS	1	\$8,000.00	\$8,000.00	Yes	
43	237310		Additional Pavement Removal and Disposal	СҮ	125	\$290.00	\$36,250.00	Yes	Į
44	237310		Continental Crosswalks	SF	4801	\$5.00	\$24,005.00	Yes	
45	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	3	\$1,200.00	\$3,600.00	Yes	
46	237310		Adjust Existing Survey Monument to Grade	EA	2	\$1,600.00	\$3,200.00	Yes	
47	237310		Traffic Signal Loop and Appurtenance Replacement (Type E)	EA	4	\$1,000.00	\$4,000.00	Yes	
47	237310		Traffic Control	LS	4	\$280,000.00	\$280,000.00	Yes	
-rv	20,010			L3	·	\$200,000.00	Q200,000.00	103	

tem #	Item Code	Туре	Item Description	UOM	QTY	Unit Price	Line Total	Response	Commen
50	237110		Pavement Restoration for Final Connection	SF	500	\$55.00	\$27,500.00	Yes	
51	541330		WPCP Development	LS	1	\$2,500.00	\$2,500.00	Yes	
52	237310		WPCP Implementation	LS	1	\$160,000.00	\$160,000.00	Yes	
Main Bi	d (La Jolla Im	prover	nents 1)				\$7,284,186.00		
53	524126		Bonds (Payment and Performance)	LS	1	\$50,000.00	\$50,000.00	Yes	
54	237110		Mobilization	LS	1	\$280,000.00	\$280,000.00	Yes	
55			Field Orders (EOC Type II)	AL	1	\$250,000.00	\$250,000.00	Yes	
56	237310		Suspension of Work - Resources	DAY	10	\$5,500.00	\$55,000.00	Yes	
57	237310		Asphalt Pavement Repair	TON	86	\$387.00	\$33,282.00	Yes	
58	237310		Excavate and Export (Scheduled, 10 Inch)	СҮ	140	\$570.00	\$79,800.00	Yes	
59	237310		Class 2 Aggregate Base (Scheduled, 5 Inch)	TON	141	\$45.00	\$6,345.00	Yes	
60	237310		Asphalt Concrete Base (Scheduled, 5 Inch)	TON	141	\$163.00	\$22,983.00	Yes	
61	237310		Excavate and Export (Unscheduled, 10 Inch)	СҮ	56	\$580.00	\$32,480.00	Yes	
62	237310		Class 2 Aggregate Base (Unscheduled, 5 Inch)	TON	57	\$45.00	\$2,565.00	Yes	
63	237310		Asphalt Concrete Base (Unscheduled, 5 Inch)	TON	57	\$163.00	\$9,291.00	Yes	
64	237310		Median Curb and Gutter (Type B-1)	LF	50	\$66.00	\$3,300.00	Yes	
65	237310		Residential Concrete Driveway	SF	500	\$26.00	\$13,000.00	Yes	
66	237310		Curb Ramp Modified (Type C1, Per 41845-27-D) with Stainless Steel Detectable Warning Tiles	EA	2	\$7,200.00	\$14,400.00	Yes	
67	237310		Curb Ramp Modified (Type C1, Per 41845-29-D) with Stainless Steel Detectable Warning Tiles	EA	2	\$7,200.00	\$14,400.00	Yes	
68	237310		Cross Gutter	SF	3160	\$25.00	\$79,000.00	Yes	
69	237110		Phased Paving	EA	2	\$5,500.00	\$11,000.00	Yes	
70	237110		Removal or Abandonment of Existing Water Facilities	LF	2 7194	\$26.00	\$187,044.00	Yes	
	237110		Handling and Disposal of Non-friable Asbestos Material	LF	7194	\$22.00	\$158,268.00	Yes	
71				СҮ			-		
72	237110		Additional Bedding		222	\$91.00	\$20,202.00	Yes	
73	237110		Water Main (8-Inch, Class 235 DR-18)	LF	1155	\$198.00	\$228,690.00	Yes	
74	237110		Water Main (12-Inch, Class 235 DR-18)	LF	369	\$268.00	\$98,892.00	Yes	
75	237110		Water Main (16-Inch, Class 235 DR-18)	LF	7749	\$325.00	\$2,518,425.00	Yes	
76	237110		Water Main (30-Inch, CML)	LF	85	\$2,000.00	\$170,000.00	Yes	
77	237110		Butterfly Valve (16 Inch, Class 150B)	EA	35	\$8,100.00	\$283,500.00	Yes	
78	237110		Butterfly Valve (30 Inch, Class 150B)	EA	2	\$25,000.00	\$50,000.00	Yes	
79	237110		Gate Valve (8 Inch)	EA	7	\$3,900.00	\$27,300.00	Yes	
80	237110		Gate Valve (10 Inch)	EA	1	\$5,800.00	\$5,800.00	Yes	
B1	237110		Gate Valve (12 Inch)	EA	1	\$6,500.00	\$6,500.00	Yes	
82	237110		Fire Hydrant Assembly and Marker (6 Inch), 2-Port	EA	8	\$14,000.00	\$112,000.00	Yes	
83	237110		Fire Hydrant Assembly and Marker (6 Inch), 3-Port	EA	5	\$17,000.00	\$85,000.00	Yes	
84	237110		Fire Service Connection and Assembly (2 Inch)	EA	1	\$8,000.00	\$8,000.00	Yes	
85	237110		Fire Service Connection and Assembly (4 Inch)	EA	2	\$11,000.00	\$22,000.00	Yes	
B6	237110		Fire Service Connection and Assembly (6 Inch)	EA	1	\$14,000.00	\$14,000.00	Yes	
87	237110		Fire Service Connection and Assembly (8 Inch)	EA	2	\$15,000.00	\$30,000.00	Yes	
88	237110		Water Service (1 Inch)	EA	57	\$5,200.00	\$296,400.00	Yes	
89	237110		Water Service (1.5 Inch)	EA	1	\$8,900.00	\$8,900.00	Yes	
90	237110		Water Service (2 Inch)	EA	3	\$9,900.00	\$29,700.00	Yes	
91	237110		Water Service (4 Inch)	EA	1	\$12,000.00	\$12,000.00	Yes	
92	237110		Water Service (8 Inch)	EA	1	\$16,000.00	\$16,000.00	Yes	
93	237110		Blow-Off Valve Assembly (4 Inch)	EA	7	\$12,000.00	\$84,000.00	Yes	
94	237110		Air and Vacuum (Air Release) Valve Assembly (2 Inch, Class 235)	EA	4	\$13,000.00	\$52,000.00	Yes	
95	237110		Automatic Combination Air and Vacuum (Air Release) Valves with Blow Off Assembly (2 Inch, Class 235)	EA	2	\$12,000.00	\$24,000.00	Yes	
96	237110		Potholing Existing Utilities Not Shown on Plans	EA	20	\$1,800.00	\$36,000.00	Yes	
97	237310		Temporary Resurfacing	TON	291	\$179.00	\$52,089.00	Yes	
-	237110		Thrust Blocks and Anchor Blocks for 16 Inch and Larger Water Mains	EA	78	\$1,600.00	\$124,800.00	Yes	

ltem #	Item Code	Туре	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
99	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$25,000.00	\$25,000.00	Yes	
100	237310		Removal and Replacement of Existing Thermoplastic Striping and Markings	LS	1	\$15,000.00	\$15,000.00	Yes	
101	237310		Continental Crosswalks	SF	2100	\$5.00	\$10,500.00	Yes	
102	237990		Trenchless Water Main 16-Inch	LF	94	\$5,700.00	\$535,800.00	Yes	
103	238990		Video Recording of Existing Conditions	LS	1	\$5,400.00	\$5,400.00	Yes	
104	237310		Adjust Existing Survey Monument to Grade	EA	7	\$1,600.00	\$11,200.00	Yes	
105	237310		Traffic Signal Loop and Appurtenance Replacement (Type E)	EA	22	\$1,000.00	\$22,000.00	Yes	
106	237310		Traffic Signal Loop and Appurtenance Replacement (Modified Type E)	EA	15	\$1,000.00	\$15,000.00	Yes	
107	237310		Traffic Control	LS	1	\$25,000.00	\$25,000.00	Yes	
108	541330		Traffic Control & Working Drawings	LS	1	\$200,000.00	\$200,000.00	Yes	
109	237310		Caltrans Encroachment Permit (EOC Type I)	AL	1	\$15,000.00	\$15,000.00	Yes	
110	237310		Flashing Arrow Boards	LS	1	\$8,900.00	\$8,900.00	Yes	
111	237310		Portable Changeable Message Signs (EOC Type I)	AL	1	\$4,400.00	\$4,400.00	Yes	
112	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	27	\$1,200.00	\$32,400.00	Yes	
112	237110		High-lining Installation by the Contractor	LF	8030	\$12.00	\$96,360.00	Yes	
113	237110		High-lining Removed by the Contractor	LF	8030	\$8.00	\$98,380.00	Yes	
	237110			LF	8030	\$21.00			
115			Furnished Materials for Contractor High-line Work	_			\$168,630.00	Yes	
116	237110		Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16-Inch and Larger	LS	1	\$94,000.00	\$94,000.00	Yes	
117	237110		Pavement Restoration for Final Connection	SF	2100	\$45.00	\$94,500.00	Yes	
118	541330		WPCP Development	LS	1	\$2,500.00	\$2,500.00	Yes	
119	237310		WPCP Implementation	LS	1	\$120,000.00	\$120,000.00	Yes	
Additiv	e Alternate	A (Nor	th Park Improvements 2)			1	\$266,000.00		
120	237110		Cut-In Tee by Contractor (8 Inch)	EA	1	\$21,000.00	\$21,000.00	Yes	
121	237110		Connections to The Existing System by Contractor (8 Inch)	EA	25	\$6,000.00	\$150,000.00	Yes	
122	237110		Cut and Plug by Contractor	EA	25	\$3,800.00	\$95,000.00	Yes	
Additiv	e Alternate	A (La J	Jolla Improvements 1)				\$178,000.00		
123	237110		Connections to The Existing System by Contractor (6 Inch Through 12 Inch)	EA	17	\$6,500.00	\$110,500.00	Yes	
124	237110		Connections to The Existing System by Contractor (16 Inch)	EA	1	\$17,500.00	\$17,500.00	Yes	
125	237110		Connections to The Existing System by Contractor (30" SCRW WTR)	EA	2	\$25,000.00	\$50,000.00	Yes	
Additiv	e Alternate	B (Nor	th Park Improvements 2)				\$890,781.20		
126	237310		Ashphalt Concrete Overlay (2 Inch) - Outside of the Trench Influence Zone	τον	3850	\$150.00	\$577,500.00	Yes	
127	237310		Cold Milling (2 Inch) - Outside of the Trench Influence Zone	SF	318362	\$0.60	\$191,017.20	Yes	
128	237310		Excavate and Export (Scheduled, 10 inch)	СҮ	175	\$380.00	\$66,500.00	Yes	
129	237310		Excavate and Export (Unscheduled, 10 Inch)	СҮ	70	\$150.00	\$10,500.00	Yes	
130	237310		Class 2 Aggregate Base (Scheduled, 5 Inch)	TON	176	\$40.00	\$7,040.00	Yes	
131	237310		Class 2 Aggregate Base (Unscheduled, 5 Inch)	TON	70	\$40.00	\$2,800.00	Yes	
132	237310		Asphalt Concrete Base (Scheduled, 5 Inch)	TON	176	\$144.00	\$25,344.00	Yes	
133	237310		Asphalt Concrete Base (Unscheduled, 5 Inch)	TON	70	\$144.00	\$10,080.00	Yes	
Additiv	e Alternate	B (La J	Iolla Improvements 1)				\$227,500.00		
134	237110		Cut-in Tee by Contractor (16x8 Inch)	EA	2	\$12,000.00	\$24,000.00	Yes	
135	237110		Cut-in Tee by Contractor (16x30 Inch)	EA	1	\$30,000.00	\$30,000.00	Yes	
136	237110		Cut-in Cross by Contractor (16x12 Inch)	EA	4	\$15,000.00	\$60,000.00	Yes	
130	237110		Cut-in Cross by Contractor (16 Inch)	EA	2	\$25,000.00	\$50,000.00	Yes	
137	237110		Cut and Plug by Contractor	EA	11	\$4,500.00	\$49,500.00	Yes	
139 Deduct	237110		Cut and Plug by Contractor (30" SCRW WTR)	EA	1	\$14,000.00	\$14,000.00	Yes	
		e C (No	orth Park Improvements 2)			444.44	-\$512,400.00		
140	237110		High-lining Installation by the Contractor (Deductive)	LF	-24400	\$21.00	-\$512,400.00	Yes	
		e C (La	Jolla Improvements 1)			1.	-\$423,230.00		
141	237110		High-lining Installation by the Contractor (Deductive)	LF	-8030	\$12.00	-\$96,360.00	Yes	
142	237110		High-lining Removed by the Contractor (Deductive)	LF	-8030	\$8.00	-\$64,240.00	Yes	

tem #	Item Code Type		UOM	QTY	Unit Price		Response	Commen
143	237110	Furnished Materials for Contractor Highline Work (Deductive)	LF	-8030	\$21.00	-\$168,630.00	Yes	
144	237110	Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16-inch and Larger (Deductive)	LS	-1	\$94,000.00	-\$94,000.00	Yes	
Additi	ve Alternate D (N	orth Park Improvements 2)	, ,			\$44,028.10	ļ	
145	237310	Painted Traffic Striping (Detail 36B/38)	LF	115	\$1.05	\$120.75	Yes	
146	237310	Painted Traffic Striping (Detail 37B)	LF	465	\$1.05	\$488.25	Yes	
147	237310	Painted Traffic Striping (Detail 39)	LF	875	\$1.05	\$918.75	Yes	
148	237310	Painted Traffic Striping (Detail 27B)	LF	987	\$1.05	\$1,036.35	Yes	
149	237310	Painted Curb (Green)	LF	34	\$17.00	\$578.00	Yes	
150	237310	Painted Curb (Red)	LF	300	\$6.00	\$1,800.00	Yes	
151	237310	Thermoplastic Traffic Striping (Green Pavement Treatment)	SF	200	\$28.00	\$5,600.00	Yes	
152	237310	Thermoplastic Stop Bar (Limit Line)	LF	28	\$6.00	\$168.00	Yes	
153	237310	Thermoplastic Traffic Striping/Diagonal Buffer Stripe	LF	33	\$22.00	\$726.00	Yes	
154	237310	Thermoplastic Pavement Marking (Legend - Bike w/ Arrow Symbol)	SF	21	\$374.00	\$7,854.00	Yes	
155	237310	Thermoplastic Pavement Marking (Sharrows)	SF	46	\$374.00	\$17,204.00	Yes	
156	237310	Install Traffic Sign on New Post per CALTRANS Standard Drawing RS5	EA	2	\$730.00	\$1,460.00	Yes	
157	237310	Install Traffic Sign on New Post per SDM-104	EA	3	\$610.00	\$1,830.00	Yes	
158	237310	Install Traffic Sign on Existing Post	EA	1	\$252.00	\$252.00	Yes	
159	237310	Removal Existing Traffic Sign	EA	7	\$112.00	\$784.00	Yes	
160	237310	Removal Existing Traffic Sign and Post	EA	1	\$168.00	\$168.00	Yes	
161	237310	Relocate Existing Signs on Signal Mast Arm	EA	2	\$1,100.00	\$2,200.00	Yes	
162	237310	Remove and Reinstall Traffic Sign on Signal Pole	EA	1	\$840.00	\$840.00	Yes	
		a Jolla Improvements 1-Via Avola-La Jolla Scenic Dr-La Jolla Village Dr-Villa La Jolla Outside of Influence Area Paving)			•	\$697,807.42		
163		Field Orders (EOC Type II)	AL	1	\$42,315.00	\$42,315.00	Yes	
164	237310	Asphalt Concrete Overlay (2 Inch)		2405	\$135.00	\$324,675.00	Yes	
165	237310	Cold Mill AC Pavement (2 Inch)	SF	200346	\$0.60	\$120,207.60	Yes	
	237310	Excavate and Export (Scheduled, 10 Inch)	СҮ	108	\$405.00	\$43,740.00		
166				108			Yes	
167	237310	Class 2 Aggregate Base (Scheduled, 5 Inch)	TON		\$39.98	\$4,357.82	Yes	
168	237310	Asphalt Concrete Base (Scheduled, 5 Inch)	TON		\$144.00	\$15,696.00	Yes	
169	237310	Excavate and Export (Unscheduled, 10 Inch)	CY	44	\$630.00	\$27,720.00	Yes	
170	237310	Class 2 Aggregate Base (Unscheduled, 5 Inch)	TON		\$40.00	\$1,760.00	Yes	
171	237310	Asphalt Concrete Base (Unscheduled, 5 Inch)	TON		\$144.00	\$6,336.00	Yes	
172	237310	Traffic Signal Loop and Appurtenance Replacement (Type E)	EA	43	\$800.00	\$34,400.00	Yes	
173	237310	Traffic Signal Loop and Appurtenance Replacement (Modified Type E)	EA	17	\$800.00	\$13,600.00	Yes	
174	237310	Removal and Replacement of Existing Paint Striping	LS	1	\$3,000.00	\$3,000.00	Yes	
175	237310	Removal and Replacement of Existing Thermoplastic Striping and Markings	LS	1	\$3,700.00	\$3,700.00	Yes	
176	237310	Continental Crosswalks	SF	2100	\$5.00	\$10,500.00	Yes	
177	237310	Traffic Control	LS	1	\$43,000.00	\$43,000.00	Yes	
178	541330	Traffic Control & Working Drawings	LS	1	\$2,800.00	\$2,800.00	Yes	
Additi	ve Alternate E (La	a Jolla Improvements 1-La Jolla Parkway Off Ramp Outside of Influence Area Paving)				\$86,494.00		
179		Field Orders (EOC Type II)	AL	1	\$1,536.00	\$1,536.00	Yes	
180	237310	Asphalt Concrete Overlay (3 Inch)	TON	64	\$255.00	\$16,320.00	Yes	
181	237310	Cold Mill AC Pavement (3 Inch)	SF	3546	\$10.00	\$35,460.00	Yes	
182	237310	Excavate and Export (Scheduled, 10 Inch)	СҮ	7	\$1,700.00	\$11,900.00	Yes	
183	237310	Class 2 Aggregate Base (Scheduled, 5 Inch)	TON	7	\$41.00	\$287.00	Yes	
184	237310	Asphalt Concrete Base (Scheduled, 5 Inch)	TON	7	\$145.00	\$1,015.00	Yes	
185	237310	Excavate and Export (Unscheduled, 10 Inch)	СҮ	3	\$1,500.00	\$4,500.00	Yes	
186	237310	Class 2 Aggregate Base (Unscheduled, 5 Inch)	TON		\$44.00	\$132.00	Yes	
100	237310	Asphalt Concrete Base (Unscheduled, 5 Inch)	TON		\$148.00	\$444.00	Yes	
187	23/310							
	237310	Traffic Control		1	\$11,000.00	\$11,000.00	Yes	

Item #	Item Code	Туре	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Additve	Alternate F (La 、	Jolla Im	provements 1-Via Capri Outside of Influence Area Paving)				\$317,247.60		
190			Field Orders (EOC Type II)	AL	1	\$16,109.00	\$16,109.00	Yes	
191	237310		Asphalt Concrete Overlay (2 Inch)	TON	826	\$140.00	\$115,640.00	Yes	
192	237310		Cold Mill AC Pavement (2 Inch)	SF	68801	\$0.60	\$41,280.60	Yes	
193	237310		Excavate and Export (Scheduled, 10 Inch)	СҮ	117	\$380.00	\$44,460.00	Yes	
194	237310		Class 2 Aggregate Base (Scheduled, 5 Inch)	TON	119	\$40.00	\$4,760.00	Yes	
195	237310		Asphalt Concrete Base (Scheduled, 5 Inch)	TON	119	\$144.00	\$17,136.00	Yes	
196	237310		Excavate and Export (Unscheduled, 10 Inch)	СҮ	47	\$590.00	\$27,730.00	Yes	
197	237310		Class 2 Aggregate Base (Unscheduled, 5 Inch)	TON	48	\$40.00	\$1,920.00	Yes	
198	237310		Asphalt Concrete Base (Unscheduled, 5 Inch)	TON	48	\$144.00	\$6,912.00	Yes	
199	541330		Traffic Control & Working Drawings	LS	1	\$40,000.00	\$40,000.00	Yes	
200	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$1,300.00	\$1,300.00	Yes	
Additive	Alternate G (La	Jolla Im	provements 1-Via Capri Bike Lanes Sheets 0100704-1-D Through 0100704-6-D				\$24,385.25		
201	237310		Painted Traffic Striping/Detail 39 (Paint)	LF	985	\$1.05	\$1,034.25	Yes	
202	237310		Painted Traffic Striping/Detail 38	LF	60	\$1.05	\$63.00	Yes	
203	237310		Painted Traffic Striping/Detail 39A/40 (Paint)	LF	100	\$1.05	\$105.00	Yes	
204	237310		Thermoplastic Traffic Striping/Diagonal Buffer Stripe	LF	385	\$11.00	\$4,235.00	Yes	
205	237310		Thermoplastic Traffic Striping/8" Chevron Stripe	LF	80	\$17.00	\$1,360.00	Yes	
206	237310		Thermoplastic Pavement Marking / Legend - Bike w/ Arrow Symbol	EA	6	\$374.00	\$2,244.00	Yes	
207	237310		Thermoplastic Pavement Marking / Legend - Right/Left Arrow/Merge Arrow	SF	30	\$212.00	\$6,360.00	Yes	
208	237310		Thermoplastic Pavement Marking /Sharrows	EA	8	\$374.00	\$2,992.00	Yes	
209	237310		Thermoplastic Pavement Marking / Legend - STOP	EA	1	\$420.00	\$420.00	Yes	
210	237310		Install Traffic Sign on New Post (SDM-104)	EA	1	\$610.00	\$610.00	Yes	
211	237310		Install Traffic Sign on New Post (Caltrans RS5 & RS6)	EA	3	\$730.00	\$2,190.00	Yes	
212	237310		Install Traffic Sign on Existing Post	EA	9	\$252.00	\$2,268.00	Yes	
213	237310		Removal: Sign Only	EA	3	\$112.00	\$336.00	Yes	
214	237310		Removal: Sign and Post	EA	1	\$168.00	\$168.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Main Bid (North Park Improvements 2)	\$11,412,817.00
Main Bid (La Jolla Improvements 1)	\$7,284,186.00
Additive Alternate A (North Park Improvements 2)	\$266,000.00
Additive Alternate A (La Jolla Improvements 1)	\$178,000.00
Additive Alternate B (North Park Improvements 2)	\$890,781.20
Additive Alternate B (La Jolla Improvements 1)	\$227,500.00
Deductive Alternate C (North Park Improvements 2)	-\$512,400.00
Deductive Alternate C (La Jolla Improvements 1)	-\$423,230.00
Additive Alternate D (North Park Improvements 2)	\$44,028.10
Additive Alternate D (La Jolla Improvements 1-Via Avola-La Jolla Scenic Dr-La Jolla Village Dr-Villa La Jolla Outside of Influence Area Paving)	\$697,807.42
Additive Alternate E (La Jolla Improvements 1-La Jolla Parkway Off Ramp Outside of Influence Area Paving)	\$86,494.00
Additve Alternate F (La Jolla Improvements 1-Via Capri Outside of Influence Area Paving)	\$317,247.60
Additive Alternate G (La Jolla Improvements 1-Via Capri Bike Lanes Sheets 0100704-1-D Through 0100704-6-D	\$24,385.25
Grand Total	\$20,493,616.57