

TABLE OF CONTENTS

SECTION	PAGE
1. NOTICE INVITING BIDS	4
2. INSTRUCTIONS TO BIDDERS	6
3. PERFORMANCE AND PAYMENT BONDS	16
4. ATTACHMENTS:	
A. SCOPE OF WORK.....	19
B. PHASED FUNDING PROVISIONS	21
C. INTENTIONALLY LEFT BLANK	24
D. PREVAILING WAGES.....	25
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	30
1. Appendix A Addendum to MND and NOE – Coastal Development Permit.....	70
2. Appendix B - Fire Hydrant Meter Program	133
3. Appendix C - Materials Typically Accepted by Certificate of Compliance.....	147
4. Appendix D - Sample City Invoice with Spend Curve	149
5. Appendix E - Location Map	152
6. Appendix F – Adjacent Projects.....	154
7. Appendix G – Monthly Drinking Water Discharge Monitoring Form	183
8. Appendix H - Hazardous Label/Forms	186
9. Appendix I - Sewer Mains and Manhole Rehabilitation Sample Data Templates	192
10. Appendix J - Sample of Public Notice	195
11. Appendix K - Advanced Metering Infrastructure (AMI) Device Protection	197
12. Appendix L - Sample Contractor's Daily Quality Control Inspection Report.....	204
F. INTENTIONALLY LEFT BLANK	207
G. CONTRACT AGREEMENT	208
5. CERTIFICATIONS AND FORMS.....	211

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **AC WATER & SEWER GROUP 1018**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$6,950,000**.
4. **BID DUE DATE AND TIME ARE: March 8, 2018 at 2:00 PM**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: **A or C34**.
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	8.1%
2. ELBE participation	14.2%
3. Total mandatory participation	22.3%
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 Base Bid plus all Alternates.
- 8.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the for the Base bid plus one or more alternates.

9. SUBMISSION OF QUESTIONS:

- 9.1. The Director (or Designee) of the Public Works Department is 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:

Public Works Contracts
525 B Street, Suite 750, MS 908A
San Diego, California, 92101
Attention: Juan E Espindola

OR:

JEEspindola@sandiego.gov

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

10. PHASED FUNDING: For Phased Funding 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. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.

- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an 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 which 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, EOCB 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 Public Works 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 (90 days for federally funded contracts and contracts valued at \$500,000 or less) 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.shtml>.
- 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 10 Working Days after receiving the Contract forms. See 7-6, "The Contractors Representative" in The GREENBOOK and 7-6.1 in The WHITEBOOK.
- 7. PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
- 8. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.

9. INSURANCE REQUIREMENTS:

- 9.1. 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.
- 9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications - http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI092816-07
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

11. 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 **form of an addendum**. 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.

- 12. 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.
- 13. 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.
- 14. SUBCONTRACTOR INFORMATION:**
- 14.1. 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 - General; Paragraph 2-3, "Subcontracts", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.
- 14.2. 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.

- 14.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- 15. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
- 16. AWARD:**
- 16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2.** 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.
- 16.3.** 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.
- 17. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- 19. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** 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.
- 20. 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.

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

- 21.1.** 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.
- 21.2.** 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.
- 21.3.** 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.
- 21.4.** 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. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 21.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 22.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 22.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 22.3.** 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.

- 22.4.** 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.
- 22.5.** 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.
- 22.6.** 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.
- 22.7.** 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.
- 22.8.** 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.

23. BID RESULTS:

- 23.1.** 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.
- 23.2.** 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.

24. THE CONTRACT:

- 24.1.** 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.
- 24.2.** 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.

- 24.3.** 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.
- 24.4.** 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.
- 24.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form 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.
- 25. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 26. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 26.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 26.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 26.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 26.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

- 26.5. 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.
- 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

27. PRE-AWARD ACTIVITIES:

- 27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 27.2. 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:

Orion Construction Corporation, a corporation, as principal, and
Western Surety Company, 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
**Eleven Million Eight Hundred Forty Seven Thousand Two Hundred Fourteen Dollars and Fifty
Cents (\$11,847,214.50)** for the faithful performance of the annexed contract, and in the sum of
**Eleven Million Eight Hundred Forty Seven Thousand Two Hundred Fourteen Dollars and Fifty
Cents (\$11,847,214.50)** for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

Dated March 30, 2018

Approved as to Form

Orion Construction Corporation

Principal

By

Richard Dowsing, President

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By

Mara W. Elliott, Jr.
Deputy City Attorney

Western Surety Company

Surety

By

Maria Guise
Attorney-in-fact

Approved:

By

James Nagelvoort
Director
Public Works Department

1455 Frazee Road, Suite 300

Local Address of Surety

San Diego, CA 92108

Local Address (City, State) of Surety

(619) 682-3510

Local Telephone No. of Surety

Premium \$77,160.00

Premium subject to adjustment based on final contract price.

Bond No. 30035542

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK:** Construct and install a total of 10,260 LF (1.943 miles) of water mains to replace existing asbestos cement (AC) water mains, including all associated water services, fire hydrants, curb ramps, traffic signal modification at the intersection of Mission Boulevard and Pacific Beach Drive, traffic control, etc. Construct a total of 478 LF (0.10 miles) of sewer mains to replace existing vitrified clay (VC) sewer main and rehab a total of 1,953 LF (0.37 miles) of existing ductile iron (DI) sewer mains, including associated-sewer laterals, manholes and other appurtenances. The project is located in Council District 2, within Pacific Beach and Mission Beach community areas.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids, and Plans numbered **39793-01-D** through **39793-62-D** and **39793-T1-D through 39793-T26-D**, inclusive.

- 2. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$6,950,000**.
- 3. LOCATION OF WORK:** The location of the Work is as follows:

See Location Map per **Appendix E**.
- 4. CONTRACT TIME:** The Contract Time for completion of the Work, shall be **320 Working Days**.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

- 1.1.** Within 10 Working Days after the Bid Opening date, the Apparent Low Bidder 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 9-3, "PAYMENT.
- 1.2.** Your failure to perform any of the following may result cancelling your 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 Working Days after meeting with the City's Project Manager.

2. POST-AWARD

- 2.1.** Do not start any construction activities for the next phase until the NTP has been issued by the Engineer. The City will issue separate Notice to Proceed (NTP) documents for each phase.
- 2.2.** If requested, the Engineer may issue the NTP for the next phase before the end of the current approved phase.

PHASED FUNDING SCHEDULE AGREEMENT

BID NUMBER: K-18-1736-DBB-3

CONTRACT OR TASK TITLE: AC Water & Sewer Group 1018

CONTRACTOR: Orion Construction Corporation

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Work to be completed in Phase 1 shall include, Bonds, Mobilization, Videotaping of conditions, Installation of 0.5 miles (minimum) Water Mains and .38 of (minimum) Sewer Mains (rehab)	Notice to Proceed	1/31/19	AC Water & Sewer Group 1018 B16106 (S) \$500,000.00 B16081 (W) \$1,500,000.00 Mission Beach CR Obstruction (B13125) \$0.00
2	Work to be completed in Phase 2 shall include the installation of 1.93 miles (minimum) of Water Mains and 0.09 Miles (minimum) Sewer Mains.	2/1/19	Notice of Completion	AC Water & Sewer Group 1018 B16106 (S) \$1,769,674.70 B16081 (W) \$7,853,539.80 Mission Beach CR Obstruction (B13125) \$224,000.00 JG
Contract Total				\$ 11,847,214.50

Notes:

- 1) WHITEBOOK section 9-3.6, "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

PRINT NAME: Steve Lindsay
Construction Manager

Signature: [Handwritten Signature]

Date: 4/4/18

PRINT NAME: Sheila Bose
Project Manager

Signature: [Handwritten Signature]

Date: 4/4/18

CONTRACTOR

PRINT NAME: Richard Dowsing

Title: President

Signature: [Handwritten Signature]

Date: 04/03/2018

ATTACHMENT C
INTENTIONALLY LEFT BLANK

ATTACHMENT D
PREVAILING WAGES

PREVAILING WAGES

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

- 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 sections 1810 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 Equal Opportunity Contracting Department at 619-236-6000.

- 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 City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 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 4.20.11 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 **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Contracts.

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

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

SECTION 2 - SCOPE AND CONTROL OF WORK

- 2-3.2 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 **AND** 50% of any alternates.

**ADD:
2-5.3.7**

Contractor's Quality Control Plan (QCP).

1. You shall establish, implement, and maintain an effective Quality Control Plan (QCP) to perform quality control inspection and testing for all items of paving Work required by the Contract Documents, including those performed by subcontractors and material suppliers.
2. The QCP shall ensure conformance to applicable specification and plan requirements with respect to materials, workmanship, construction, finish, and functional performance.
3. The QCP shall detail the methods and procedures that will be taken to ensure that all materials and construction required for street pavement restoration will conform to the Contract Documents, and to ensure that information included will be recorded in Daily Quality Control (QC) Inspection Reports for the Engineer's verification and approval:

4. You shall establish a level of control that will:
 - a) Provide for the production and delivery of acceptable quality materials.
 - b) Provide documentation that construction meets Contract requirements.
5. During the pre-construction meeting, you shall be prepared to discuss and present details of your QCP. You shall not begin any production of materials or construction of surface preparation, pavement restoration, and other related work until your QCP has been reviewed and approved by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the QCP has been approved.
6. The quality control requirements contained in this section and elsewhere in the Contract Documents are in addition to and separate from the acceptance testing requirements discussed elsewhere in the contract specifications.

2-5.3.7.1 QCP Submittal.

1. Submit the QCP in a written document to the Engineer at the pre-construction meeting. The QCP shall be reviewed and approved by the Engineer prior to the start of any material delivery or paving work.
2. The QCP shall be organized to address, at a minimum, the following items:
 - a) Quality Control Administrator
 - b) Surface preparation and paving schedule.
 - c) Inspection and documentation requirements (Daily Quality Control Inspection Report).
 - d) Material quality control testing plan.
 - e) Documentation of quality control activities.
 - f) Procedures for corrective action when quality control and/or acceptance criteria are not met.
3. You are encouraged to add any additional elements to the QCP as deemed necessary to adequately control all production and construction processes required by Contract Documents.

2-5.3.7.2 QCP Administrator.

1. You shall designate a QCP Administrator to implement the QCP.
 - a) The QCP Administrator shall be your full-time employee or your consultant. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the QCP to ensure compliance with the Contract Documents.
 - b) The QCP Administrator shall ensure that the following functions are performed and documented:

- i. Inspection of all materials, construction, plant, and equipment for conformance to the specifications.
- ii. Performance of all quality control tests as required by the Contract Documents.
- iii. Performance of density tests for the Engineer when required.

2-5.3.7.3 Inspection Requirements.

1. Quality control inspection functions shall be organized to provide inspections for all definable features of Work. You shall document all inspections.
2. Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of Work. These shall include the following minimum requirement:
 - a) During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship meets the requirements of the contract. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the specifications and are within the plan dimensions, lines, grades, and tolerances specified. The QCP shall document how these and other quality control functions will be accomplished and utilized.

2-5.3.7.4 Documentation.

1. You shall maintain current quality control records of all inspections performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.
2. These records shall cover both conforming and defective or deficient features, and shall include a statement that all supplies and materials incorporated in the Work are in full compliance with the terms of the Contract. Legible copies of these records for the entire week of paving work shall be furnished to the Engineer after 2 Working Days. The records shall cover all Work placed subsequent to the previously furnished records and shall be verified and signed by the QCP Administrator.
3. Specific QCP records required for the Contract shall include, but are not necessarily limited to, the following records:
 - a) **Daily Quality Control (QC) Inspection Reports.** The QCP Administrator shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These daily QC inspection reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following items:

- i. Date and location/s of paving work performed.
- ii. Asphalt mix specifications and supplier.
- iii. Dig out locations.
- iv. Tack coat application rate for each location.
- v. Asphalt temperature at placement for each location.
- vi. Asphalt depth for each location.
- vii. Compaction test results for each location.
- viii. Documentation that the following have been verified to be in compliance:
 - Proper storage of materials and equipment.
 - Proper operation of all equipment.
 - Adherence to plans and technical specifications.
 - Review of quality control tests.
 - Safety inspection.
- ix. Location and nature of defects with remedial and corrective actions.
- x. Presence of City Laboratory representative.
- xi. Deviations from QCP.
- xii. Signature of QCP Administrator.

The daily QC inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

- b) The daily QC inspection reports shall be signed by the QCP Administrator. The Engineer shall be provided at least 1 copy of each daily QC inspection report for the entire week 2 Working Days following the end of the week.
- c) See **Appendix L** for a sample of the daily QC inspection report. An updated version of this sample report will be provided at the pre-construction meeting.

2-5.3.7.5 Corrective Action Requirements.

1. The QCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control.
2. The requirements for corrective action shall include both general requirements for operation of the QCP as a whole and for individual items of Work contained in the specifications.

3. The QCP shall detail how the results of quality control inspections will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

2-5.3.7.6 Noncompliance.

1. The Engineer will notify you of any noncompliance with any of the foregoing requirements. You shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer to you, shall be considered sufficient notice.
2. In cases where quality control activities do not comply with either the QCP or the contract provisions, or where you fail to properly operate and maintain an effective QCP, as determined by the Engineer, the Engineer may:
 - a) Require replacement of ineffective or unqualified QCP personnel or subcontractors.
 - b) Stop operations until appropriate corrective actions are taken.

2-5.3.7.7 Payment.

1. The payment for preparation, submittal, implementation and maintenance of the Quality Control Plan in accordance with the Contract Documents shall be included in the Contract Price.

2-7 SUBSURFACE DATA. ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

<https://filecloud.sandiego.gov/url/hiem4cdvcns5sy2v>

 - a. Report of Geotechnical Evaluation for Sewer and Water Group 815 dated April 16, 2013 by Ninyo & Moore.

**ADD:
2-10**

AUTHORITY OF THE BOARD AND THE ENGINEER. To the "GREENBOOK", Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; requests for information (RFI), and interpretation of the Plans, Specifications, or other Contract Documents. This shall be precedent to any payment under the Contract. The Engineer shall be the single point of contact and shall be included in all communications.

2-14.3 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 **AC Water & Sewer Group Job 1018**. See **Appendix F** for the approximate location. Coordinate the Work with the adjacent projects as listed below:

- a) Charter Communications, Raymond Harns, 858-635-8266
- b) Priority Sewer Main Replacement Group 16, Jaime Ramos, 619-533-5103
- c) City Street Lights Group 16A, Fernando Lasaga, 619-533-7406
- d) Water and Sewer Group Job 816 (W), Regan Owen, 619-533-5205
- e) Sewer & AC Water Crown Point West (S), Regan Owen, 619-533-5205
- f) Residential Project Block 2S4, Breanne Busby, 619-533-4526
- g) Residential Project Block 2V1, Breanne Busby, 619-533-4526

2-16 **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 – CHANGES IN WORK

3-5.1 **Claims.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**ADD:
3-5.1**

Claims.

1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.
2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
 - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.4 City's Final Determination.

1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.5 Mandatory Assistance.

1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a) Providing professional consultations.
 - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.5.1 Compensation for Mandatory Assistance.

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

3-5.2.3 Selection of Mediator. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3 Forum of Litigation. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.3 Inspection of Items Not Locally Produced. To the "WHITEBOOK", DELETE in its entirety.

ADD:

4-1.3.3 Inspection of Items Not Locally Produced. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.
3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a. At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
 - b. When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.

- c. Federal Per Diem Rates can be determined at the location below:

<https://www.gsa.gov/portal/content/104877>

4-1.3.5 Special Inspection. To the “WHITEBOOK”, ADD the following:

- 5. The payment for special inspection Work specified under this section shall be paid in accordance with 4-1.3.4.1, “Payment”.

4-1.3.6 Preapproved Materials. To the “WHITEBOOK”, ADD the following:

- 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

4-1.6 Trade Names or Equals. To the “WHITEBOOK”, ADD the following:

- 11. You shall submit your list of proposed substitutions for an “equal” **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City’s Product Submittal Form available at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

SECTION 5 – UTILITIES

5-2 PROTECTION. To the “WHITEBOOK”, item 2, ADD the following:

- g) Refer to **Appendix K** for more information on the protection of AMI devices.

5-6 COOPERATION. To the “GREENBOOK”, ADD the following:

- 1. Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To the “WHITEBOOK”, item 22, subsection b, DELETE in its entirety and SUBSTITUTE with the following:

- b) A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in the Contract Documents and use the format shown. Your invoice amounts shall be supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly.

6-2.1 Moratoriums. To the “WHITEBOOK”, ADD the following:

3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:
 - a) In the vicinity of AC Water & Sewer Group Job 1018 from [05/28/2018] to 09/03/2018] (inclusive).
 - b) In the vicinity of AC Water & Sewer Group Job 1018] from 11/22/2018] to 01/01/2019] (inclusive).
 - c) In the vicinity of AC Water & Sewer Group Job 1018 from 05/27/2019] to 09/02/2019] (inclusive).
 - d) In the vicinity of AC Water & Sewer Group Job 1018] from 11/22/2019] to 01/01/2020] (inclusive

ADD:

6-3.2.1.1.1 Environmental Document.

1. The City of San Diego has prepared an **Addendum to Mitigated Negative Declaration** for **AC Water & Sewer Group Job 1018**, Project No. 545275 , and the **Notice of Exemption** for **Pacific Beach Curb Ramp Obstruction**, Project No. B-13125, as referenced in the Contract Appendix. You shall comply with all requirements of the **Addendum to Mitigated Negative Declaration**, and the **Notice of Exemption**, as set forth in Appendix A.
2. Compliance with the City’s environmental document shall be included in the Contract Price.

6-3.2.2 Archaeological and Native American Monitoring Program. To the “WHITEBOOK”, ADD the following:

4. You shall retain a qualified archaeologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 2-11, “INSPECTION” for details.

6-3.2.3 Paleontological Monitoring Program. To the “WHITEBOOK”, ADD the following:

3. You shall retain a qualified paleontologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the paleontologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 2-11, “INSPECTION” for details.

6-7 TIME OF COMPLETION. To the “WHITEBOOK”, ADD the following:

2. You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within **88 Working Days** from the date of NTP. Complete the remaining Work as part of this project,

including lateral lining and post-lining CCTV video, within the remaining number of Working Days.

6-7.1 General. To the "WHITEBOOK", item 3, ADD the following:

- d) 30 Days for full depth asphalt final mill and resurfacing work required per SDG-107.
- e) Where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Plan and schedule Work accordingly. No additional payment or Working Days will be granted for delays due to the moratorium.

6-8.3 Warranty. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date that the Work was accepted by the City. Additionally, you shall warranty the Work against all latent and patent defects for a period of 10 years.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-3 INSURANCE.

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

7-3.1 Policies and Procedures.

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

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance 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:

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

7-3.2.2 Commercial Automobile Liability Insurance.

1. You 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.

7-3.2.3 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
3. 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.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. 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.
6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other

pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.

2. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. 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. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein 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, and that have been approved by the City.

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

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

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its

behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

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

7-3.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies 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.

7-3.5.3.3 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.

7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

7-3.5.4.1 Additional Insured.

1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.4.2 Primary and Non-Contributory Coverage. The policy or policies 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.

7-3.5.4.3 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.

7-3.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

7-3.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

7-3.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

7-3.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

7-4 NOT USED. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.

1. In accordance with the provisions of §3700 of the California Labor Code, 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 the requirements of this section.
2. Limits for this insurance shall be not less than the following:

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

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

7-4.1 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.

ADD:

7-6 THE CONTRACTORS REPRESENTATIVE. To the "GREENBOOK", ADD the following:

1. Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.

7-8.6 Water Pollution Control. To the "WHITEBOOK", ADD the following:

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

7-8.6.5.1 Payment. To the "WHITEBOOK", DELETE in its entirety.

ADD:

7-8.6.5.1 Chlorination Discharge Requirements.

1. If prior approval is obtained to discharge to the sewer system, you shall discharge the chlorinated water used for testing and acceptance of new water mains to the sewer system in accordance with the Contract Documents after de-chlorination as shown on the "Chlorination Discharge Locations" Plans. You shall submit to the Engineer a "Request for Batch Discharge Authorization to Discharge Potable Pipe Flushing Water to Sewer" form. The request form is found on the City website at the following location:

https://www.sandiego.gov/sites/default/files/batch_discharge_authorization_request_1.pdf

2. When discharging to the sewer system has been approved, you shall use a totalizer flow meter to record the total volume discharged to sewer and shall submit to the Engineer a log of actual discharged water quantities, dates, and locations. Failure to report this information to the Engineer is a violation of the authorization for discharge to the sanitary sewer. Within five (5) Working Days of the discharge, the Engineer shall report actual total flows to the sanitary sewer to the Public Utilities Department (PUD), Industrial Wastewater Control Program (IWCP).

3. If the discharge to the sewer system is not approved, you shall discharge the chlorinated water used for the testing of new mains to surface waters, storm drain inlets, or to other approved sources and you shall comply with 7-8.6.5, "Hydrostatic Discharge Requirements". All discharge activities related to the project shall 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/drinking_water/final_statewide_wqo2014_0194_dwq.pdf

All testing shall be conducted by a QSP.

ADD:

7-8.6.5.2

Payment.

1. The payment for complying with the discharge requirements shall be included in the Bid item for the new water main.

7-13.4

Contractor Standards and Pledge of Compliance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract is subject to City's Municipal Code §22.3004 as amended 10/29/13 by ordinance O-20316.
2. You shall complete a Pledge of Compliance attesting under penalty of perjury that you complied with the requirements of this section.
3. You shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.
4. You may access the Pledge of Compliance at:
http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf
5. You shall require in each subcontract that the Subcontractor shall abide by the provisions of the City's Municipal Code §22.3004. A sample provision is as follows:
"Compliance with San Diego Municipal Code §22.3004: The Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

ADD:

7-13.8

Equal Pay Ordinance.

1. You shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) in section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.
2. You shall require all of your Subcontractors to certify compliance with the EPO in their written subcontracts.

3. You shall post a notice informing your employees of their rights under the EPO in the workplace or job site.
4. By signing this Contract with the City of San Diego, you acknowledge the EPO requirements and pledge ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

**ADD:
7-16.3**

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 7-16.2 "Community Outreach Services" and 7-16.3 "Exclusive Community Liaison Services".

**ADD:
7-20**

ELECTRONIC COMMUNICATION. To the "WHITEBOOK", ADD the following:

2. Virtual Project Manager shall be used on this Contract.

7-21.1

General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

SECTION 9 - MEASUREMENT AND PAYMENT

**ADD:
9-3.7**

Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK" ADD the following:

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

SECTION 203 - BITUMINOUS MATERIALS

203-3.4.4 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the "WHITEBOOK", DELETE in its entirety.

203-3.4.4.1 General. To the "WHITEBOOK", DELETE in its entirety.

ADD:

203-3.4.4.1 General. To the "GREENBOOK", paragraph (2), ADD the following:

- e) Crumb rubber shall be a product of recycled material from the City if unavailable from the San Diego County region.

ADD:

203-5.6 Rubber Polymer Modified Slurry (RPMS).

203-5.6.1 General.

- 1. Rubber polymer modified slurry (RPMS) is a crumb rubber asphalt slurry-seal surface treatment. RPMS shall be a stable mixture of asphaltic emulsion, mineral aggregate, set-control additives, specially produced and graded crumb rubber, polymer, mineral fillers, carbon black, and water. The materials for RPMS shall conform to 203-5.4, "Emulsion-Aggregate Slurry (EAS)" and these specifications. Mixing and spreading of RPMS shall be as described in 302-4.12, "Rubber Polymer Modified Slurry (RPMS)".
- 2. RPMS shall be used for this Contract.

203-5.6.2 Materials.

- 1. The ingredients of RPMS immediately prior to the mixing shall conform to the following:
 - a) Asphaltic emulsion shall be a quick-set type and shall conform to the requirements of CQS-1h and to the following requirements in accordance with the specified test methods:

Quality Tests for Emulsion	Test	Requirements
AASHTO T59	Residue after Distillation	60% min.
ASTM D244		
Quality Tests for Residue	Test	Requirements
AASHTO T49	Penetration at 77° F (25° C)	40% - 90%
ASTM D2397		

- b) Quick setting Type CQS-1h Asphaltic Emulsion shall test positive for Particle Charge when tested in accordance with the applicable ASTM test designation. If the Particle Charge Test result is inconclusive, the asphaltic emulsion shall meet a pH requirement of 6.7 maximum.

- c) Water shall be potable and of such quality that the asphalt will not separate from the emulsion before the application of slurry seal.
- d) If necessary for workability, a set-control agent that will not adversely affect the RPMS material may be added.
- e) Polymer additive shall be SBR Latex or approved equal, which is added at a minimum of 2% by weight of the asphaltic emulsion.
- f) Crumb Rubber.
 - i. Crumb rubber shall be ambient granulated or ground from whole passenger tires, truck tires, or a combination only in conformance with the requirements indicated in Tables 203-5.6.2 (A), 203-5.6.2 (B), and 203-5.6.2 (C).
 - ii. Un-curing or de-vulcanized rubber shall not be acceptable. Rubber tire buffing from either recapping or manufacturing processes may not be used as a supplement to the crumb rubber mixture.
 - iii. In order to remove steel and fabric, an initial separation stage which subjects the rubber to freezing temperatures may be used.
 - iv. The crumb rubber shall not be elongated or hair-like in shape and individual particles shall not be greater than 1/20 of an inch in length.
 - v. The crumb rubber shall be free of contaminants including fiber, metal, and mineral matter within the following tolerances: the fiber content shall be less than 0.30% by weight and the crumb rubber shall be free of metal particles. Metal imbedded in rubber particles shall not be allowed. The amount of mineral contaminants allowed shall not exceed 0.10% by weight.
 - vi. The crumb rubber shall be dry with a moisture content of less than 0.75%.

TABLE 203-5.6.2 (A)

CRUMB RUBBER CHEMICAL PROPERTIES SPECIFICATION

Property	Specification Limits
Specific Gravity	1.15 ± .05
Percent of Carbon Black	35.0 Maximum
Percent of Rubber Hydrocarbon	55.0 Maximum
Percent Ash	6.0 Maximum

Property	Specification Limits
Percent of Acetone Extract	10.0 Maximum
Percent of Chloroform Extract	3.0 Maximum
Percent Natural Rubber	40 Minimum

TABLE 203-5.6.2 (B)

CRUMB RUBBER GRADATION REQUIREMENTS

Sieve Size	Percent Passing
No. 30	100
No. 40	90 - 100
No. 50	75 - 85
No. 100	25 - 35
No. 200	0 - 10

TABLE 203-5.6.2 (C)

TESTING METHODS FOR CRUMB RUBBER ANALYSIS

Property	Test Method
Specific Gravity	ASTM D1817
Carbon Black	ASTM D297
Ash	ASTM D297
Chloroform Extract	ASTM D297
Natural/Synthetic Rubber	ASTM D297
Sieve Analysis	ASTM C136

- vii. Carbon black solution shall be non-ionic in charge and liquid in form. The carbon black shall be compatible with the emulsion system, polymers, and additives being used and shall conform to the requirements indicated in 203-5.6.2 (D) and ASTM D1511.

TABLE 203-5.6.2 (D)

Specification	Tolerances
Total Solids	40 - 44
% Black by Weight	35 - 37
Type Black	Medium Furnace Color
Type Dispersing	Non-ionic

- viii. Additives may be used to accelerate or retard the break-set of the RPMS. The use of additives shall be in quantities specified in the mix design.
- ix. Mineral filler such as Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design and may be used to facilitate set times as needed. Any cement used shall be considered as part of the dry aggregate weight for mix design purposes.
- x. The mineral aggregate used shall be the type and grade specified for the particular Type of RPMS. The aggregate shall be manufactured crushed stone such as granite, slang, limestone, chat, other high quality aggregate, or a combination thereof. Aggregate shall consist of rock dust except that 100% of any aggregate of combination of aggregates larger than the No. 50 sieve size used in the mix shall be obtained by crushing rock. The material shall be free from vegetable matter and other deleterious substances. The aggregate shall be free of caked lumps and oversized particles. The aggregate shall also conform to the following requirements in Table 203-5.6.2 (E).

TABLE 203-5.6.2 (E)

Test	California Test	Requirements
Sand Equivalent	217	45 min.
Durability Index	229	55 min.

- xi. Crumb rubber shall be a product of recycled material from the City if unavailable from the San Diego County region.

203-5.6.3 Composition and Grading.

- 1. The percentage composition by weight of the aggregate shall conform to the requirements indicated in the tables below when determined by California

Test 202 and modified by California Test 105 when there is a difference in specific gravity of 0.20 or more between blends of different aggregates.

TABLE 203-5.6.3 (A)

TYPE I SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.4	100	± 5%
No.8	90 - 100	± 5%
No.16	65 - 90	± 5%
No.30	40 - 60	± 5%
No.50	25 - 42	± 4%
No.200	10 - 20	± 2%

TABLE 203-5.6.3 (B)

TYPE II SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.3/8	100	± 5%
No.4	90 - 100	± 5%
No.8	65 - 90	± 5%
No.16	45 - 70	± 5%
No.30	30 - 50	± 5%
No.50	18 - 36	± 4%
No.100	10 - 24	± 3%
No.200	5 - 15	± 2%

TABLE 203-5.6.3 (C)

TYPE III SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.3/8	100	± 5%
No.4	70 - 90	± 5%
No.8	45 - 70	± 5%
No.16	28 - 50	± 5%
No.30	19 - 34	± 5%
No.50	12 - 25	± 4%
No.100	7 - 18	± 3%
No.200	5 - 15	± 2%

2. The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted, the percent passing each sieve shall not be more than the stockpile tolerance.
3. The aggregate shall be accepted at the Site or stockpile. The stockpile shall be accepted based on 5 gradation tests according to California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between blends of different aggregates. If the average of the 5 tests is within the gradation tolerances, then the material will be accepted. If the test shows the material to be out, you may choose to remove the material or blend other aggregates with the stockpile material to bring it into compliance with these specifications. Materials used in blending shall meet the quality test before blending and shall be blended in a manner to produce a consistent gradation.
4. When the results of either the Aggregate Grading or the Sand Equivalent test do not conform to the requirements specified, the aggregate shall be removed. However, if requested in writing and approved by the Engineer, the aggregate may be used and you shall pay to the agency \$1.75 per ton for such aggregate left in place. No single aggregate grading or sand equivalent tests shall represent more than 300 tons or one day's production, whichever is smaller.

203-5.6.4 Mix Design.

1. Before Work begins, you shall submit laboratory reports of mix designs performed in accordance with the tests identified in Table 203-5.6.4 at your expense and shall utilize the specific materials to be used on the project. The design shall be prepared by a laboratory experienced in designing rubber asphalt slurry-seal surface treatments. After the mix design is approved, no substitution shall be made unless approved by the Engineer. The proposed rubber asphalt slurry-seal surface treatment mix design shall verify compatibility of the aggregate, emulsion, mineral filler, set-control additive, and rubber blend.

TABLE 203-5.6.4

Test	Description	Specification
ISSA T-106	Slurry Seal Consistency	Pass
ISSA TB-109	Excess Asphalt	50 grams/ft ² maximum
ISSA TB-100 (Type I)	The Wet Track Abrasion	50 grams/ ft ² maximum
ISSA TB-100 (Type II)	The Wet Track Abrasion	60 grams/ ft ² maximum

Test	Description	Specification
ISSA TB-100 (Type III)	The Wet Track Abrasion	60 grams/ ft ² maximum
ISSA TB-113	Mixing Time	Controllable to 150 seconds minimum
ISSA TB-114	The Wet Stripping	Pass

2. The Mixing Time test shall be done at the highest temperatures expected during construction. The original lab report shall be signed by the laboratory that performed the mix design and shall show the results of the tests on individual materials. The report shall clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive (s) (usage), asphalt emulsion, and asphalt rubber blend based on the dry weight of the aggregate.
3. Component materials used in the mix design shall be representative of your proposed materials. The percentage of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction based on field conditions.
4. The component materials shall be within the following limits:
 - a) Residual Asphalt Type I, 10% - 16% based on dry weight of aggregate.
 - b) Residual Asphalt Type II, 7.5% - 13.5% based on dry weight of aggregate.
 - c) Residual Asphalt Type III, 6.5% - 12% based on dry weight of aggregate.
 - d) The crumb rubber will be added to the rubberized slurry mix at a rate of 5% by volume to the asphalt cement.
 - e) Polymer additive shall be added at 2% of finished emulsion.
 - f) Carbon Black shall be added at 1.3% to 2% of the finished emulsion.
 - g) Mineral filler shall be 0.5% - 2.0% (if required by mix design) based on dry weight of aggregate.
 - h) Additives, as needed.
 - i) Water, as needed to achieve proper mix consistency (total mix liquids shall not exceed the loose aggregate voids).

SECTION 209 – PRESSURE PIPE

209 PRESSURE PIPE. To the “WHITEBOOK”, ADD the following:

2. 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.

SECTION 217 – BEDDING AND BACKFILL MATERIALS

217-2.2 Stones, Boulders, and Broken Concrete. To the “GREENBOOK”, Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 217-2.2

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12" (300 mm) below pavement subgrade or ground surface	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork		Sand	Sand equivalent of not less than 30.
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	
Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

SECTION 302 – ROADWAY SURFACING

ADD:

302-4.12.2.1.1 Slurry Treatment.

1. When slurry treatment is required by the Contract Documents, notify the Engineer at least 10 Working Days prior to the first application of slurry. The Engineer, upon assessment of street condition and classification, will verify the slurry type to be applied.
2. Application of sequential layers of slurry shall not commence until approved by the Engineer and until the following have been completed:
 - a) Mix design and wet track abrasion testing for the first-step slurry application has been approved by the Engineer. Unless otherwise directed by the Engineer, this testing may require 4 Working Days from field sampling to reporting of test results to the Engineer.
 - b) Corrective actions have been executed in accordance with 302-4.11.1.2, "Reduction in Payment Based on WTAT" such as reductions in payment, non-payment, or removal of material not meeting specifications, as directed by the Engineer.

302-4.12.4 Measurement and Payment. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The payment for RPMS shall be the total square footage used on the project calculated using the method described and shall be paid under the following Bid items:

BID DESCRIPTION	UNIT
Rubber Polymer Modified Slurry (RPMS) Type I	SF
Rubber Polymer Modified Slurry (RPMS) Type II	SF
Rubber Polymer Modified Slurry (RPMS) Type III	SF
Rubber Polymer Modified Slurry (RPMS) Type I (Bike Lane)	SF

The Bid items for RPMS shall include full compensation for the specified surface preparation not included in other Bid items and shall include the Work necessary to construct the RPMS as specified on the Plans. Sweeping, removals, and furnishing the aggregate required for the mix design shall also be included in this Bid item.

302-5.9 Measurement and Payment. To the "WHITEBOOK", item 2, DELETE in its entirety.

302-7.4 **Payment.** To the “WHITEBOOK”, item 1, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Payment shall not be made for additional fabric for overlapped areas.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5.10.2 **PAYMENT.** To the “WHITEBOOK”, item 3, ADD the following:

For curb ramp work at the intersection of Mission Boulevard and Pacific Beach Drive, the payment includes the salvaging and reinstallation of existing sidewalk pavers, relocation of existing drain pipes and protecting in place existing plaque for the installation of the curb ramps on the north east corner of the intersection.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-5 **PAYMENT.** To the “WHITEBOOK”, REVISE section “304-5” to “304-6”.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-1 **GENERAL.** To the “GREENBOOK”, ADD the following:

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

1. Phase I: Mission Blvd (Toulon Ct to Verona Ct)
2. Phase II: Misison Blvd (Verona Ct to Pacific Beach Dr
3. Phase III: Bayside Lane (Toulon Ct to Alley north of Verona Ct)
4. Phase IV: Strandway (Toulon Ct to alley south of Verona Ct) ; Alleys between Toulon Ct & Verona Ct
5. Phase V: Strandway (south of Verona Ct to Norht of Windemere Ct); Alley’s between Verona Ct & Yarmouth Ct
6. Phase VI: Strandway (South of Yarmouth Ct to Santa Rita Pl); Santa Rita Pl. and Alley between Santa Rita Pl & Youk Ct
7. Phase VII: Strandway (Santa Rita to Reed Ave); Wavecrest Ct, Pacific Beach Dr, Oliver Ave, Oliver Pl and Reed Ave

306-6.5.1 **General.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. For PVC water pipes:
 - a) Bedding material shall:
 - i. Either be sand, crushed aggregate, or native free-draining granular material.

- ii. 100% of the bedding material shall pass the no. 4 sieve and shall have an expansion when saturated with water of not more than 0.5%.
 - iii. Have a sand equivalent of SE 50. SE 30 or higher may be substituted for SE 50 as bedding material if all of the following requirements are met:
 - The top of the pipe and haunch areas are mechanically compacted by means of tamping, vibrating roller, or other mechanical tamper.
 - Equipment is of size and type approved by the Engineer.
 - 90% relative compaction or better is achieved.
- b) When jetting, care shall be exercised to avoid floating of the pipe.
2. PVC sewer pipes shall be bedded in 3/8 inch (9.5 mm) or 1/2 inch (12.5 mm) crushed rock in accordance with 200-1.2, "Crushed Rock and Rock Dust". Crushed rock for PVC sewer pipes may contain recycled Portland Cement Concrete and shall conform to gradation requirements for 3/8 inch or 1/2 inch nominal size as shown in Table 200-1.2.1 (A).
 3. Storm drains and all types of non-PVC sewer mains shall be bedded in 3/4 inch (19 mm) crushed rock in accordance with 200-1.2, "Crushed Rock and Rock Dust". Crushed rock for storm drains may contain recycled Portland Cement Concrete and shall conform to gradation requirements for 3/4 inch nominal size as shown in Table 200-1.2.1 (A). Bedding shall be placed to a depth of 4 inches (101.6 mm) below the outside diameter of the pipe or 1 inch (25.4 mm) below the bell of the pipe, whichever is greater.

**SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS,
AND PAVEMENT MARKERS**

314-4.3.7 Payment. To the "GREENBOOK", ADD the following:

1. The payment for the replacement of existing traffic striping, pavement markings, and pavement markers shall be included in the Bid item for "Striping" and shall also include the payment for new installations of traffic striping, pavement markings, and pavement markers.

314-4.4.6 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. No separate payment shall be made for establishing alignment for stripes and layout Work.
2. The payment for the installation of thermoplastic striping and thermoplastic pavement markings, in accordance to the Plans, shall be included in the Bid

items for “Thermoplastic Traffic Striping” and “Thermoplastic Pavement Markings”.

3. The payment for the thermoplastic traffic striping of continental crosswalks shall be included in the Bid item for “Continental Crosswalks”.
4. The payment for the replacement of existing traffic striping, pavement markings, and pavement markers shall be included in the Bid item for “Striping” and shall also include the payment for new installations of traffic striping, pavement markings, and pavement markers

SECTION 500 – PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

500-1.1.2.1 Initial Submittals. To the “WHITEBOOK”, ADD the following:

4. Within 3 Working Days of the Bid opening date, the 3 apparent low bidders shall submit the following:
 - a) Contractor’s Experience; past project documentation
 - b) Manufacturer Certification
 - c) Authorize Installer Certificates

ADD:

500-1.1.6.1 Order of Work for Rehabilitation Installation.

5. Rehabilitation shall be performed in the following order of Work:
 - a) First: Rehabilitation of Sewer Main, including sampling and testing.
 - b) Second: Installation of Sewer Lateral Connections and End Seals.
 - c) Third: Rehabilitation of Sewer Laterals, including sampling and testing.
6. You shall plan and schedule Work accordingly. Additional payment for demobilization or mobilization and additional Working Days shall not be granted for delays due to the order of rehabilitation Work.

ADD:

500-1.6.1 General. To the “WHITEBOOK”, item 2, sentence 1, DELETE in its entirety and SUBSTITUTE with the following:

2. The cured-in-place liner shall extend the entire length of the lateral from the access point at the property line to the mainline. The location of the cleanout shall not be modified unless approved in writing by the Engineer.

500-1.6.3 General. To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. You shall excavate an access pit at the property line cleanout location. The excavation pit shall be located entirely within the public right-of-way, and shall not encroach into the private property. You shall replace in kind all existing improvements impacted by the installation process.

500-1.6.6 Payment. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for the service lateral rehabilitation Work of existing sewer laterals, existing cast iron sewer laterals, cleanout installations at the access point, and manual excavations for cleanout pits shall be included in the following Bid items:

Service Lateral Rehabilitation with Cleanout up to 7 Feet in Depth
Service Lateral Rehabilitation with Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation with Manually Excavated Cleanout up to 7 Feet in Depth
Service Lateral Rehabilitation with Manually Excavated Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Cleanout up to 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Manually Excavated Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Manually Excavated Cleanout up to 7 Feet in Depth

These Bid items shall include all necessary labor, materials, and equipment in order to clean, repair, and line the Sewer Lateral.

2. The point repair Work for sewer laterals shall be in accordance with 500-1.2, “Pipeline Point Repair/Replacement” and shall be included in the Bid item for each “Point Repair for Existing Sewer Lateral”. Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, and inspect the Point Repair.

3. The payment for cleaning and video inspection for rehabilitated laterals shall be paid in accordance with 306-18.7, "Payment".

500-2.4.6 Primer and Lining Materials. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

500-2.4.6 Chemical Resistance Test (Pickle Jar Test).

1. Epoxy Lining Systems, Polyurethane and Epoxy Protective Lining Systems shall meet the requirements of 211-2, "Chemical Resistance Test (Pickle Jar Test)". Proof of meeting these requirements shall be provided to the Engineer for approval at least 15 Days prior to commencement of Work.
2. The epoxy primer materials for the polyurethane lining system shall be 100% solids.
3. The epoxy materials for the epoxy lining system shall be 100% solids.

500-2.4.7 Lining Application. To the "WHITEBOOK", DELETE in its entirety.

500-2.4.8 Test. To the "WHITEBOOK", DELETE in its entirety.

500-2.4.10 Applicable Standards. To the "WHITEBOOK", DELETE in its entirety.

SECTION 600 - ACCESS

ADD:

600-1 GENERAL. To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. If the City's crews are unable to provide the citizens with the mandated services due to your failure to comply with these specifications, you shall collect trash, recyclables, and yard waste on the City's schedule and deliver to the City's designated locations. If you fail to perform this Work, you shall incur additional costs for the City to reschedule pick up of an area.

SECTION 700 - MATERIALS

700-9.1 Pedestrian Barricade. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Pedestrian barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDE-103, "Pedestrian Barricade".
2. Curb ramp barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDG-140, "Curb Ramp Barricade".
3. Assembly shall be commercial quality galvanized material.

SECTION 701 – CONSTRUCTION

701-2 PAYMENT. To the “WHITEBOOK”, to item 15, DELETE in its entirety and SUBSTITUTE with the following:

The payment for the new or modified traffic signal systems shall include all components, rewiring of the intersection and Work to provide a functioning system and shall be included in the following lump sum Bid item:

- a) “Traffic Signal Modification”

To the “WHITEBOOK”, ADD the following:

- 19. The payment for Pedestrian Barricades shall be included in the Bid item for each “Pedestrian Barricade”.
- 20. The payment for Curb Ramp Barricades shall be included in the Bid item for each “Curb Ramp Barricade”.

SECTION 900 – MATERIALS

900-1.1.1 Galvanized Pipe. To the “WHITEBOOK”, Item 8 Hoses, DELETE in its entirety and SUBSTITUTE with the following:

- 8. Hoses:
 - a) User Connection (Service Meters).
 - i. For meters up to 1 inch (25.4 mm), the hose shall be 1 inch (25.4 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel, “Chicago” 2-lug, quarter-turn, quick-disconnect fittings banded to the hose.
 - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.
 - b) Curves and Curbs.
 - i. Hose shall be 2 inch (50.8 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel grooved mechanical end fittings in compliance with ASTM C606 banded to the hose.
 - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.

900-1.1.3 Yelomine Pipe. To the “WHITEBOOK”, Item 8 Hoses, DELETE in its entirety and SUBSTITUTE with the following:

- 8. Hoses:
 - a) User Connection (Service Meters).

- i. For meters up to 1 inch (25.4 mm), the hose shall be 1 inch (25.4 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel, "Chicago" 2-lug, quarter-turn, quick-disconnect fittings banded to the hose.
 - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.
- b) Curves and Curbs.
- i. Hose shall be 2 inch (50.8 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel grooved mechanical end fittings in compliance with ASTM C606 banded to the hose.
 - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.

900-1.2 **Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2. The Payment for your high-lining materials (fittings, valves, and hardware), including delivery and unloading, shall be paid for under the linear foot Bid item "Furnished Materials for Contractor High-line Work".

SECTION 901 – INSTALLATION AND CONNECTION

901-2.5 **Payment.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. Traffic control, saw cutting the trench area, trench caps, 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". Asphalt overlay and slurry seal Work shall be paid for under separate Bid items.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

4.1 **Nondiscrimination in Contracting Ordinance.** To the "WHITEBOOK", subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

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.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

APPENDICES

APPENDIX A

**ADDENDUM TO MITIGATED NEGATIVE DECLARATION AND
NOTICE OF EXEMPTION - COASTAL DEVELOPMENT PERMIT**

APPENDIX B
FIRE HYDRANT METER PROGRAM

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH SPEND CURVE

APPENDIX E
LOCATION MAP

APPENDIX F
ADJACENT PROJECTS

APPENDIX G

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

APPENDIX H
HAZARDOUS LABEL/FORMS

APPENDIX I

SEWER MAINS AND MANHOLE REHABILITATION SAMPLE DATA TEMPLATES

APPENDIX J

SAMPLE OF PUBLIC NOTICE

APPENDIX K

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

APPENDIX L

SAMPLE CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Appendix L

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

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

Dig out Locations: 1. _____
2. _____
3. _____

Tack Coat Application Rate @ Locations:
1. _____
2. _____
3. _____

Asphalt Temperature at Placement @ Locations:
1. _____
2. _____
3. _____

Asphalt Depth @Locations:
1. _____
2. _____
3. _____

Compaction Test Result @Locations:
1. _____
2. _____
3. _____

Location and nature of defects:

- 1. _____
- 2. _____
- 3. _____

Remedial and Corrective Actions taken or proposed for Engineer's approval:

- 1. _____
- 2. _____
- 3. _____

Date's City Laboratory representative was present:

- 1. _____
- 2. _____
- 3. _____

Verified the following:

- 1. Proper Storage of Materials & Equipment
- 2. Proper Operation of Equipment
- 3. Adherence to Plans and Specs
- 4. Review of QC Tests
- 5. Safety Inspection

Initials:

- _____
- _____
- _____
- _____
- _____

Deviations from QCP_____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

ATTACHMENT F
INTENTIONALLY LEFT BLANK

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Orion Construction Corporation, herein called "Contractor" for construction of **AC Water and Sewer Group 1018**; Bid No. **K-18-1736-DBB-3**; in the amount of **Eleven Million Eight Hundred Forty Seven Thousand Two Hundred Fourteen Dollars and Fifty Cents (\$11,847,214.50)** which is comprised of the Base Bid plus Alternates A and B.

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 **AC Water and Sewer Group 1018**, on file in the office of the Public Works Department as Document No. **B-16081, B-16106, B-13125**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **AC Water and Sewer Group 1018**, Bid Number, **K-18-1736-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By  _____

By  _____

Print Name: James Nagelvoort
Director
Public Works Department

Print Name: Pedro De Lara, Jr.
Deputy City Attorney

Date: 5/31/18

Date: 6/6/18

CONTRACTOR

By  _____

Print Name: RICHARD DOWSING

Title: PRESIDENT

Date: APRIL 4, 2018

City of San Diego License No.: B1992002970

State Contractor's License No.: 549309

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000010760

CERTIFICATIONS AND FORMS

The Bidder / Proposer, by submitting its electronic bid or proposal, 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 submission 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.

CONTRACTOR CERTIFICATION

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 7-13.3, "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.

CONTRACTOR CERTIFICATION

AMERICAN 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 American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American 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 CERTIFICATION

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 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

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

CONTRACTOR CERTIFICATION

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.

CONTRACTOR CERTIFICATION

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.

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:

AC Water & Sewer Group 1018

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-18-1736-DBB-3**; SAP No. (WBS/IO/CC) **B-16081 & B-16106;B-13125** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

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

**Public Works Department
CONSTRUCTION MANAGEMENT AND FIELD SERVICES**

NOTICE OF MATERIALS TO BE USED

To: _____ Date: _____, 20____

Resident Engineer

You are hereby notified that the materials required for use under Contract No. _____
for construction of _____

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 4-1.11 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	DIR Registration Number	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: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
- ⓑ As appropriate, Bidder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC		
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

***** 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	DIR Registration Number	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC		
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

ALTERNATE A

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	DIR Registration Number	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 ^①	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNER SHIP
A	Name: <u>N/A</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | State of California's Department of General Services | CADoGS |
| City of Los Angeles | LA | State of California | CA |
| U.S. Small Business Administration | SBA | | |

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

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

ALTERNATE B

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	DIR Registration Number	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 ^①	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNER SHIP
B	Name: <u>N/A</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | State of California's Department of General Services | CADoGS |
| City of Los Angeles | LA | State of California | CA |
| U.S. Small Business Administration | SBA | | |

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

ELECTRONICALLY SUBMITTED FORMS

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

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**

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That Orion Construction Corporation as Principal, and
Western Surety Company as Surety, are

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

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

AC Water & Sewer Group 1018, K-18-1736-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 5th day of March, 2018

Orion Construction Corporation (SEAL)

Western Surety Company (SEAL)

(Principal)

(Surety)

By: 
Richard Dowsing, President
(Signature)

By: 
Maria Guise, Attorney-in-Fact
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE 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 Orange)
On MAR 05 2018 before me, Heather R. Saltarelli, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Maria Guise
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 Heather R. Saltarelli
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael D Parizino, Rhonda C Abel, James A Schaller, Jeri Apodaca, Maria Guise, Rachelle Rheault, Kim Luu, Individually

of Newport Beach, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of January, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat

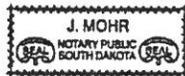
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of January, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of MAR 05 2018, _____.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: Orion Construction Corporation

Certified By: Richard Dowsing Title: President

Name


Signature

Date: 3/14/2018

USE ADDITIONAL FORMS AS NECESSARY

City of San Diego

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

ADDENDUM A



FOR

AC WATER & SEWER GROUP 1018

BID NO.: K-18-1736-DBB-3
SAP NO. (WBS/IO/CC): B-16081, B-16106, B-13125
CLIENT DEPARTMENT: 2013, 2116
COUNCIL DISTRICT: 2
PROJECT TYPE: KA, JA

BID DUE DATE:

**2:00 PM
MARCH 8, 2018
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
525 B STREET, SUITE 750, MS 908A
SAN DIEGO, CA 92101**

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. Is a Geotechnical Report available? This would assist in establishing groundwater levels and estimating dewatering and disposal costs.
- A1. See section 2-7 'Subsurface Data' of the contract specifications for the link to the Geotechnical Report.
- Q2. Is a Hydrogeological Assessment? This would assist in establishing groundwater levels and estimating dewatering and disposal costs.
- A2. See section 2-7 'Subsurface Data' of the contract specifications for the link to the Geotechnical Report.
- Q3. Is a Pre-approval for Maximum Allowable Dewatering Discharge Available? In conjunction with the previous questions this will help estimate if the IWCP will allow expected groundwater to be discharged to the sewer or if an NPDES is required.
- A3. See the Chlorination Discharge plans sheets 48 and 49 of the project plans.
- Q4. The allowance for Line Item 9 appears low. Allowance is only \$15,000.00 for Dewatering Permit and Discharge Fees. Whitebook 2015 states this line item is for ALL cost associated with obtaining the permit as well as testing and reports to maintain the permit. The cost of obtaining water samples via hydropunch or other methods, testing, preparing the permit, and cost of permit is close to \$15,000 for IWCP and \$25,000 more for NPDES. Additionally, the cost to dispose to the sewer is approx \$0.01 per gallon with minimal treatment. Based on other projects in the area we expect total discharge of groundwater to be at least 40,000,000 gallons which would be approximately \$400,000.
- A4. See bid items 9-12 for payment references.

- Q5. Should not the bid item 107 be a credit amount?
- A5. No, bid item 107 is not a credit. See 'Additional Changes' in this addendum for clarification.
- Q6. The City advertised this project on February 15th which is only 13 working days prior to the bid date. This is a complex project which will take extra effort throughout the bidding process to get the City the best possible bid. Can the City extend the RFI and Bid date?
- A6. Bid opening date will not change.
- Q7. Items 65, 67 and 69 call for Fusible PVC, will the City entertain the use of fusible HDPE pipe, which is a comparable pipe system that allows for a fully seamless pipe and fitting system in lieu of Fusible PVC which is not fully seamless due to the use of Ductile Iron Fittings at any turns, branches, or changes in direction. Or since Fusible PVC is not a fully seamless piping system, would up classing the C900 PVC pipe (CL235 VS. CL305) be allowable for use with these bid items?
- A7. Any AML Approved product is allowed.
- Q8. The project is bidding before the May 28, 2018 moratorium begins however the City has been taking 60 to 90 to award projects. Given this timeline the contractor will not be able to start construction before May 28, 2018, will the City award the project and then suspend the time to start on September 3, 2018?
- A8. It is the project manager's intention that the contract will be awarded in June 2018, and the construction NTP will be issued on September 4, 2018.
- Q9. Will the City suspend time for the two moratoriums from May 28, 2018 to September 3, 2018 and from November 22, 2018 to January 1, 2019?
- A9. The moratoriums are included in the contract working days.
- Q10. Will the contractor be required to stop dewatering activities during the moratorium periods?
- A10. The contractor will be required to maintain dewatering operations during the moratoriums.

C. NOTICE INVITING BIDS

1. To the NOTICE INVITING BIDS, page 4, item 3, **DELETE** in its entirety and **REPLACE** with the following:

ESTIMATED CONSTRUCTION COST: The City’s estimated construction cost for this project is **\$11,800,000**.

2. To the NOTICE INVITING BIDS, page 4, item 7, sub item 7.1, **DELETE** in its entirety and **REPLACE** with the following:

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: | 7.9% |
| 2. | ELBE Participation | 14.4% |
| 3. | Total Mandatory Participation: | 22.3% |

D. SUPPLEMENTARY SPECIAL PROVISIONS

1. To the SUPPLEMENTARY SPECIAL PROVISIONS, **ADD** the following:

7-8.6.6.9 Payment. To the “WHITEBOOK”, items 3 and 4, **DELETE** in their entirety and **REPLACE** with the following:

3. The payment to furnish and set up the equipment necessary for the treatment of hazardous contaminated groundwater shall be included in the Lump Sum Bid Item for “Equipment Set Up for Hazardous Dewatering”.
4. Dewatering hazardous contaminated water and remediating it to acceptable allowable levels shall be included in the Lump Sum Bid Item for “Dewatering Hazardous Contaminated Water”.

E. ADDITIONAL CHANGES

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

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **Stricken out**.

Section	Item Code	Description	UoM	Quantity	Payment Reference	Extension
Main Bid	237110	Equipment Set Up for Hazardous Dewatering (EOC Type I)	AL LS	1	7-8.6.6.9	
Main Bid	237110	Dewatering Hazardous Contaminated Water (EOC Type I)	AL LS	1	7-8.6.6.9	
Main Bid		Field Orders (EOC Type II)	AL	1	9-3.5	\$157,526 <u>\$272,838</u>
Additive Alternate A	237110	Contractor Furnished Materials for the City Forces High-line Work	LF	14149 <u>-14149</u>	900-1.2	

F. PLANS

- To the PLANS, Drawing numbers 39793-01-D, 39793-57-D, 39793-58-D, 39793-59-D, and 39793-62-D, **DELETE** in their entirety and **REPLACE** with pages 7 through 11 of this Addendum A.

James Nagelvoort, Director
Public Works Department

Dated: *February 26, 2018*
San Diego, California

JN/AR ADW

AC WATER AND SEWER GROUP 1018

CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- NOTIFY SD&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SD&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES, (I.E., 69 KV & HIGHER).
- LOCATE AND RECONNECT ALL SEWER LATERALS. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS. LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- CITY FORCES, WHEN SPECIFIED OR SHOWN ON THE PLANS, WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS.
- KEEP EXISTING MAINS IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SPECIFIED SHOWN ON PLANS.
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POT-HOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 5-UTILITIES.
- EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- ALL ADVANCE METERING INFRASTRUCTURE (AM) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- FOR COORDINATION OF THE SHUTDOWN OF TRANSMISSION MAINS (16 INCHES AND LARGER), CONTACT THE CITY'S SENIOR WATER DISTRIBUTION OPERATIONS SUPERVISOR AT (619) 527-7438. FOR COORDINATION OF THE SHUTDOWN OF DISTRIBUTION MAINS (LESS THAN 16 INCHES), CONTACT THE CITY'S WATER OPERATIONS DISTRICT MANAGER AT (619) 527-3945.
- PROVIDE A CORROSION PREVENTATIVE COATING ON ALL BURIED DUCTILE IRON PIPE AND FITTINGS INCLUDING ALL BENDS, TEES, CROSSES, FLEX COUPLINGS, FLANGE BOLTS, AND VALVES PER CONTRACT SPECIFICATIONS.

CONSTRUCTION STORM WATER PROTECTION NOTES

- TOTAL SITE DISTURBANCE AREA (ACRES) 0.89
HYDROLOGIC UNIT/ WATERSHED PENASQUITOS
HYDROLOGIC SUBAREA NAME & NO. SCRIPPS 906.3
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
 WPCP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
 SWPPP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWO AS AMENDED BY ORDER 2010-0014-DWO AND 2012-0006-DWO
TRADITIONAL: RISK LEVEL 1 2 3 4
LUP: RISK TYPE 1 2 3 4
- CONSTRUCTION SITE PRIORITY
 ASBS HIGH MEDIUM LOW

MONUMENTATION/SURVEY NOTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR TO ANY EARTHWORK, DEMOLITION OR SURFACE IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILLED WITH THE COUNTY SURVEYOR, IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.

ABBAND	ABBAND'D	AC	AHD	ASSY	BCR	BFV	BK	BTWN	CATV	CI	C	COND	CONT	CONTR	DB	DI	DLC	DRWY	DWT	EB	ECR	EL, ELEV	ELEC	EX, EXIST	E/O	NE	NW	N/O	OVHD	PPB	PB	PL	PVC	P, PROP	HP	IE	LT	LEFT	MANHOLE	MINIMUM	MJ	MECHANICAL JOINT	MTS	SAN DIEGO METROPOLITAN TRANSIT SYSTEM	MTD	MULTIPLE TELEPHONE DUCT	NE	NORTHEAST	NW	NORTHWEST	N/O	NORTH OF	OVHD	OVER HEAD	PPB	PEDESTRIAN PUSH BUTTON	PB	PULL BOX	PL	PROPERTY LINE	PVC	POLYVINYL CHLORIDE	P, PROP	PROPOSED	P.I.P.	PROTECT IN PLACE	RED	REDUCER	RT	R/W	RIGHT	RCP	RIGHT OF WAY REINFORCED CONCRETE PIPE	SD	STORM DRAIN	SE	SOUTHEAST	SW	SOUTHWEST	S	SURVEY LINE	SO	STUB OUT	S/O	SOUTH OF	SWR	SEWER	TEL	TELEPHONE	TC	TOP OF CURB	TFC	TRAFFIC CONTROL PLAN	TYP	TYPICAL	UNK	UNKNOWN	VC	VITRIFIED CLAY PIPE	WM	WATER METER	WTR	WATER	W/O	WEST OF												
ABAND	ABANDONED	ASBESTOS CEMENT PIPE	AHEAD	ASSEMBLY	BEGIN CURB RETURN	BUTTERFLY VALVE	BACK	BETWEEN	CABLE TV	CAST IRON PIPE	CENTER LINE	CONDUIT	CONTINUED	CONTRACTOR	DIRECT BURIED	DUCTILE IRON	DRWY	DRIVEWAY	DWT	DETECTABLE WARNING TILE	EB	ENCASED BURIED	ECR	END CURB RETURN	EL, ELEV	ELEVATION	ELEC	ELECTRIC	EX, EXIST	EXISTING	E/O	EAST OF	FLANGE	FINISH GRADE	FB	FIRE HYDRANT	FL	FLOWLINE	FS	FIRE SERVICE	GV	GATE VALVE	HDPE	HIGH-DENSITY POLYETHYLENE	HP	HIGH PRESSURE	IE	INVERT ELEVATION	LT	LEFT	MANHOLE	MINIMUM	MJ	MECHANICAL JOINT	MTS	SAN DIEGO METROPOLITAN TRANSIT SYSTEM	MTD	MULTIPLE TELEPHONE DUCT	NE	NORTHEAST	NW	NORTHWEST	N/O	NORTH OF	OVHD	OVER HEAD	PPB	PEDESTRIAN PUSH BUTTON	PB	PULL BOX	PL	PROPERTY LINE	PVC	POLYVINYL CHLORIDE	P, PROP	PROPOSED	P.I.P.	PROTECT IN PLACE	RED	REDUCER	RT	R/W	RIGHT	RCP	RIGHT OF WAY REINFORCED CONCRETE PIPE	SD	STORM DRAIN	SE	SOUTHEAST	SW	SOUTHWEST	S	SURVEY LINE	SO	STUB OUT	S/O	SOUTH OF	SWR	SEWER	TEL	TELEPHONE	TC	TOP OF CURB	TFC	TRAFFIC CONTROL PLAN	TYP	TYPICAL	UNK	UNKNOWN	VC	VITRIFIED CLAY PIPE	WM	WATER METER	WTR	WATER	W/O	WEST OF

ABBREVIATIONS

SHEET INDEX

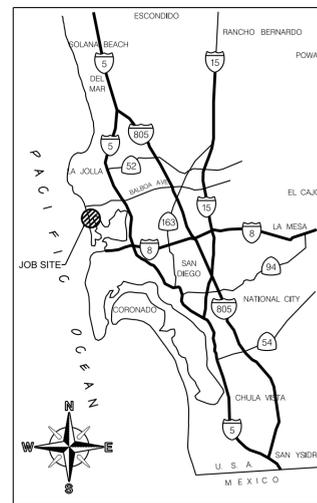
SHEET NO.	DISCIPLINE CODE	TITLE	LIMITS	PIPE		LENGTH (FT)
				SIZE (IN)	MATERIAL	
1	G-1	COVER SHEET				
2	G-2	KEY MAP				
WATER						
3	C-1	MISSION BLVD	ALLEY BLK 220 TO ALLEY BLK 228	12	-	300.00
4	C-2	MISSION BLVD	VENICE CT TO WHITING CT	12	-	300.00
5	C-3	MISSION BLVD	WHITING CT TO YARMOUTH CT	12	-	300.00
6	C-4	MISSION BLVD	ALLEY BLK 244 TO ZANZIBAR CT	12	-	300.00
7	C-5	MISSION BLVD	ALLEY BLK 248 TO ALLEY BLK 389	12	-	300.00
8	C-6	MISSION BLVD	WAVECREST CT TO PACIFIC BEACH DR	12	-	179.53
9	C-7	BAYSIDE LN	ALLEY BLK 219 TO ALLEY BLK 227	8	-	105.69
10	C-7	BAYSIDE LN	ALLEY BLK 219 TO ALLEY BLK 227	12	-	300.00
11	C-8	BAYSIDE LN	VENICE TO ALLEY BLK 234	12	-	368.06
12	C-9	STRANDWAY	ALLEY BLK 221 TO ALLEY BLK 229	8	-	300.00
11	C-10	STRANDWAY	VENICE CT TO WHITING CT	8	-	300.00
13	C-11	STRANDWAY	ALLEY BLK 237 TO YARMOUTH CT	8	-	250.00
14	C-12	STRANDWAY	ALLEY BLK 247 TO SANTA RITA PL	8	-	388.05
15	C-13	ALLEY BLK 221 TO 219	W/O STRANDWAY TO E/O BAYSIDE LN	8	-	389.17
16	C-14	ALLEY BLK 222 TO 224	W/O STRANDWAY TO E/O BAYSIDE LN	8	-	383.76
17	C-15	ALLEY BLK 229 TO 227	W/O STRANDWAY TO BAYSIDE LN	8	-	395.96
18	C-16	ALLEY BLK 230 TO 232	W/O STRANDWAY TO E/O BAYSIDE LN	8	-	413.14
19	C-17	ALLEY BLK 236 TO 234	W/O STRANDWAY TO E/O BAYSIDE LN	8	-	315.32
19	C-17	ALLEY BLK 236 TO 234	W/O STRANDWAY TO E/O BAYSIDE LN	12	-	138.55
20	C-18	ALLEY BLK 237 TO 238	W/O STRANDWAY TO MISSION BLVD	8	-	359.76
21	C-19	ALLEY BLK 242 TO 241	W/O STRANDWAY TO MISSION BLVD	8	-	402.55
22	C-20	ALLEY BLK 239 AND 240	E/O MISSION BLVD	8	-	150.79
22	C-20	ALLEY BLK 239 AND 240	E/O MISSION BLVD	12	-	105.82
23	C-21	ALLEY BLK 243 TO 244	W/O STRANDWAY TO MISSION BLVD	8	-	427.38
24	C-22	ALLEY BLK 246 TO 245	W/O STRANDWAY TO MISSION BLVD	8	-	436.40
25	C-23	SANTA RITA PL	W/O STRANDWAY TO MISSION BLVD	12	-	439.34
26	C-24	STRANDWAY	SANTA RITA PL TO PACIFIC BEACH DR	12	-	321.46
27	C-25	WAVECREST CT	STRANDWAY TO MISSION BLVD	8	-	304.92
28	C-26	PACIFIC BEACH DR	STRANDWAY TO MISSION BLVD	12	-	305.25
29	C-27	STRANDWAY	PACIFIC BEACH DR TO OLIVER AVE	12	-	383.55
30	C-28	OLIVER PL	OLIVER CT TO STRANDWAY	8	-	89.48
30	C-28	OLIVER AVE	OLIVER CT TO STRANDWAY	12	-	82.33
31	C-29	OLIVER CT	REED AVE TO OLIVER AVE	8	-	377.35
32	C-30	REED AVE	OLIVER CT TO MISSION BLVD	12	-	306.66
SEWER						
33	C-31	ALLEY BLK 221 TO 219	W/O STRANDWAY TO BAYSIDE LN	8	-	381.16
34	C-32	ALLEY BLK 222 TO 224	W/O STRANDWAY TO BAYSIDE LN	8	-	375.56
35	C-33	ALLEY BLK 229 TO 227	W/O STRANDWAY TO BAYSIDE LN	8	-	387.61
36	C-34	ALLEY BLK 230 TO 233	W/O STRANDWAY TO E/O BAYSIDE LN	8	-	444.64
37	C-35	ALLEY BLK 242 TO 241	W/O STRANDWAY TO MISSION BLVD	8	-	363.60
38	C-36	SANTA RITA PL	W/O STRANDWAY TO MISSION BLVD	8	-	478.26
39	C-37	STREET RESURFACING		TOTAL WATER		10220.27
40-45	C-38-43	CURB RAMPS		TOTAL SEWER		2430.83
46	C-44	PACIFIC BEACH DR RE-STRIPING PLAN - STRANDWAY TO MISSION BLVD				
47	C-45	WORK BY CITY FORCES				
48-49	C-46-47	CHLORINATION DISCHARGE				
50	C-48	WATER & SEWER ABANDONMENT				
51-56	C-49-54	MONUMENT PERPETUATION				
57-58	C-55-56	CURB RAMP DEMOLITION PLAN (MISSION BEACH OBSTRUCTION DIF 13 CR)				
59	C-57	INTERSECTION IMPROVEMENT PLAN (MISSION BEACH OBSTRUCTION DIF 13 CR)				
60-61	C-58-59	CURB RAMP DETAILS (MISSION BEACH OBSTRUCTION DIF 13 CR)				
62	TS-1	TRAFFIC SIGNAL MODIFICATION (MISSION BEACH OBSTRUCTION DIF 13 CR)				
	T-A	TRAFFIC CONTROL PLANS (AC WATER AND SEWER GROUP 1018)				
	T-B	TRAFFIC CONTROL PLANS (MISSION BEACH OBSTRUCTION DIF 13 CR)				

DISCIPLINE CODE

- G GENERAL
- C CIVIL
- T TRAFFIC CONTROL
- TS TRAFFIC SIGNAL

WORK TO BE DONE

CONSTRUCTION OF AC WATER AND SEWER GROUP 1018 CONSISTS OF THE INSTALLATION OF APPROXIMATELY 10220.27 LINEAL FEET OF 8" AND 12" WATER MAINS, WATER SERVICES, VALVES, FIRE HYDRANTS & MARKERS, THE INSTALLATION OF APPROXIMATELY 478.26 LINEAL FEET OF 8" SEWER MAINS, SEWER LATERALS, & MANHOLES, THE REHAB OF APPROXIMATELY 1952.57 LINEAL FEET OF 8" SEWER MAINS, SEWER LATERALS, & MANHOLES, RESURFACING, CURB RAMPS, AND ALL OTHER WORK AND APPURTENANCES IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS NUMBERED 39793-01-D THROUGH 39793-61-D



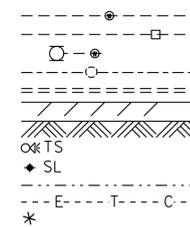
VICINITY MAP
NOT TO SCALE

FIELD DATA

BENCHMARK: ELEVATION 4.06
(4.0835) SEBP PACIFIC BEACH DR
FIELD NOTES: MACY, 226-1689, 06/23/2016
DATUM: MEAN SEA LEVEL
STREETS REQUIRING 12" TRENCH CAP:
NONE

EXISTING STRUCTURES

- EX WATER MAIN & VALVES
- EX WATER METER
- EX FIRE HYDRANT
- EX SEWER MAIN & MANHOLES
- EX DRAINS
- EX PAVEMENT (PROFILE)
- EX GROUND LINE (PROFILE)
- EX TRAFFIC SIGNAL
- EX STREET LIGHT
- GAS MAIN
- ELEC. COND., TEL. COND., CATV
- SURVEY MONUMENT



LEGEND

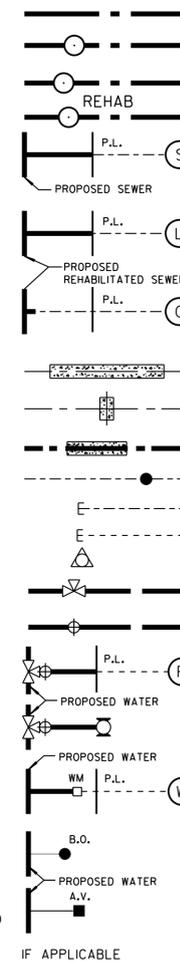
IMPROVEMENTS

- TRENCH RESURFACING
- SEWER MAIN
- SEWER MANHOLE/PVC LINED
- REHAB. EX. SEWER MANHOLE
- SEWER MAIN REHAB.
- 4" SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED

REFERENCE

- SDG-107, SDG-108
- SDS-101, SDS-110 (TYPE C)
- SDS-106, SDS-107, SDS-108, SDM-113, SDS-120, M-3, SM-07
- SEE PLANS & SPECS
- SEE PLANS & SPECS
- SDS-102, SDS-103, SDS-104, SDS-105, SDS-110 (TYPE C), SDS-118

SYMBOL



REHAB SEWER LATERAL (LINED) WITH C.O.

SEE PLANS & SPECS

SERVICE LATERAL CONNECTION TO REHABILITATED SEWER

SEE PLANS & SPECS

CONCRETE PROTECTION FOR EXIST SEWER PIPE

SDS-116

PIPE SUPPORT FOR UNDERCUT AC WATER MAIN

SDW-162

CONCRETE ENCASUREMENT

SDS-112

ABANDON EX MANHOLE

SM-08

SLURRY FILL ABANDONED SEWER MAIN

SEE PLANS & SPECS

CUTTING AND PLUGGING ABANDONED WATER MAIN

WP-03

SURVEY MONUMENT

M-10, M-10A, M-10B

WATER MAIN & APPURTENANCES

SDM-105, SDW-110, SDW-151, SDW-161

VALVES WITH CAPS AND WELLS

SDW-109, SDW-152, SDW-153, WV-05

FIRE SERVICE CONNECTION & ASSEMBLY

SDM-105, SDW-109, SDW-118, SDW-152, SDW-153

6" FIRE HYDRANT ASSEMBLY & MARKER 2-PORT UNLESS SPECIFIED AS 3-PORT

SDM-105, SDW-104, SDW-109, SDW-152, SDW-153

1" 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

BLOW-OFF ASSEMBLY

SDM-105, SDW-106, SDW-143, SDW-144, SDW-145, SDW-146, WB-05

AIR & VACUUM VALVE

SDM-105, SDW-117, SDW-158, SDW-159, SDW-160

HIGHLINING BY CONTRACTOR

SDW-170, SDW-171, SDW-172, SDW-173

FOR ADDITIONAL SYMBOLS SEE RESURFACING, CURB RAMP AND TRAFFIC CONTROL SHEETS.

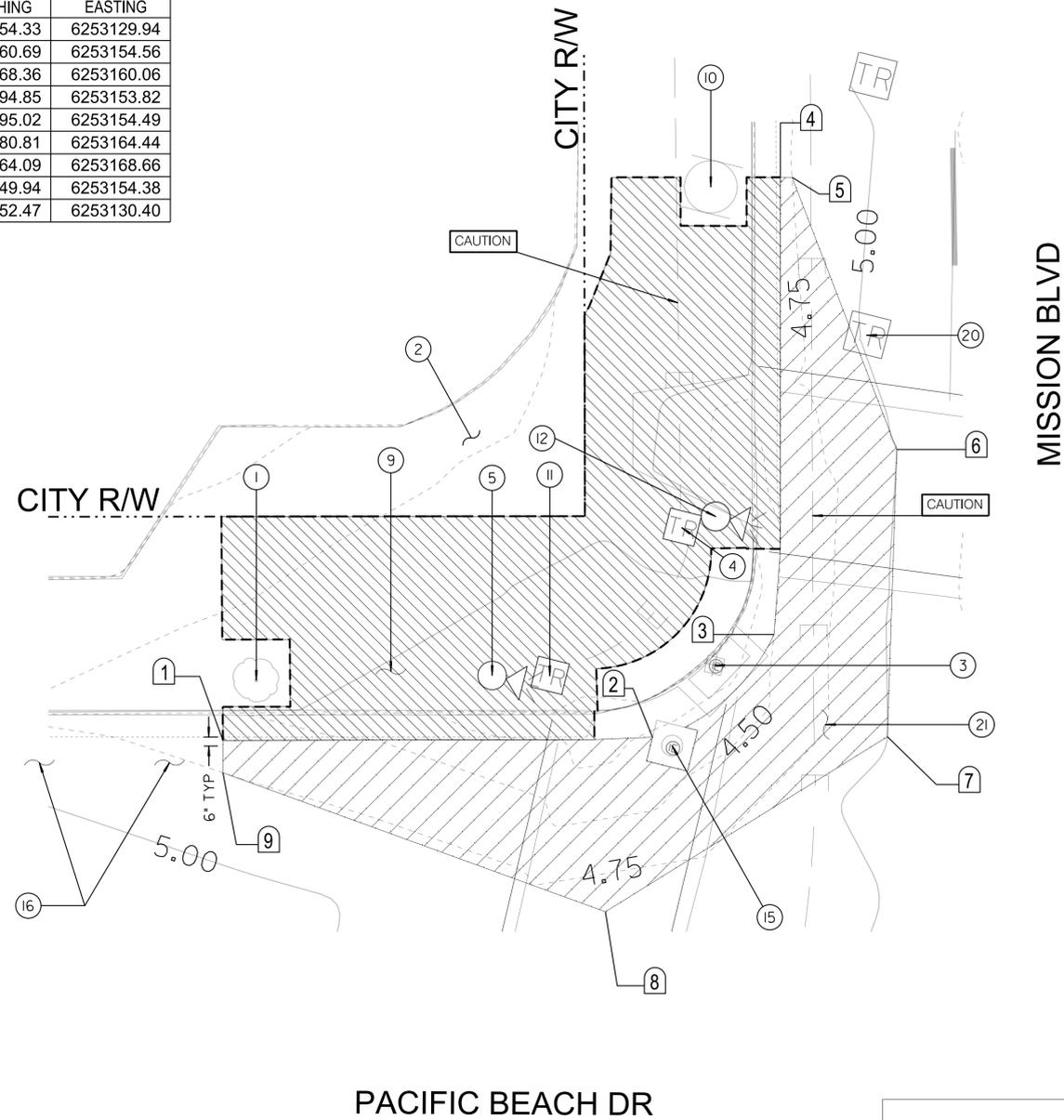
G-1

PLANS FOR THE CONSTRUCTION OF
AC WATER AND SEWER GROUP 1018
COVER SHEET

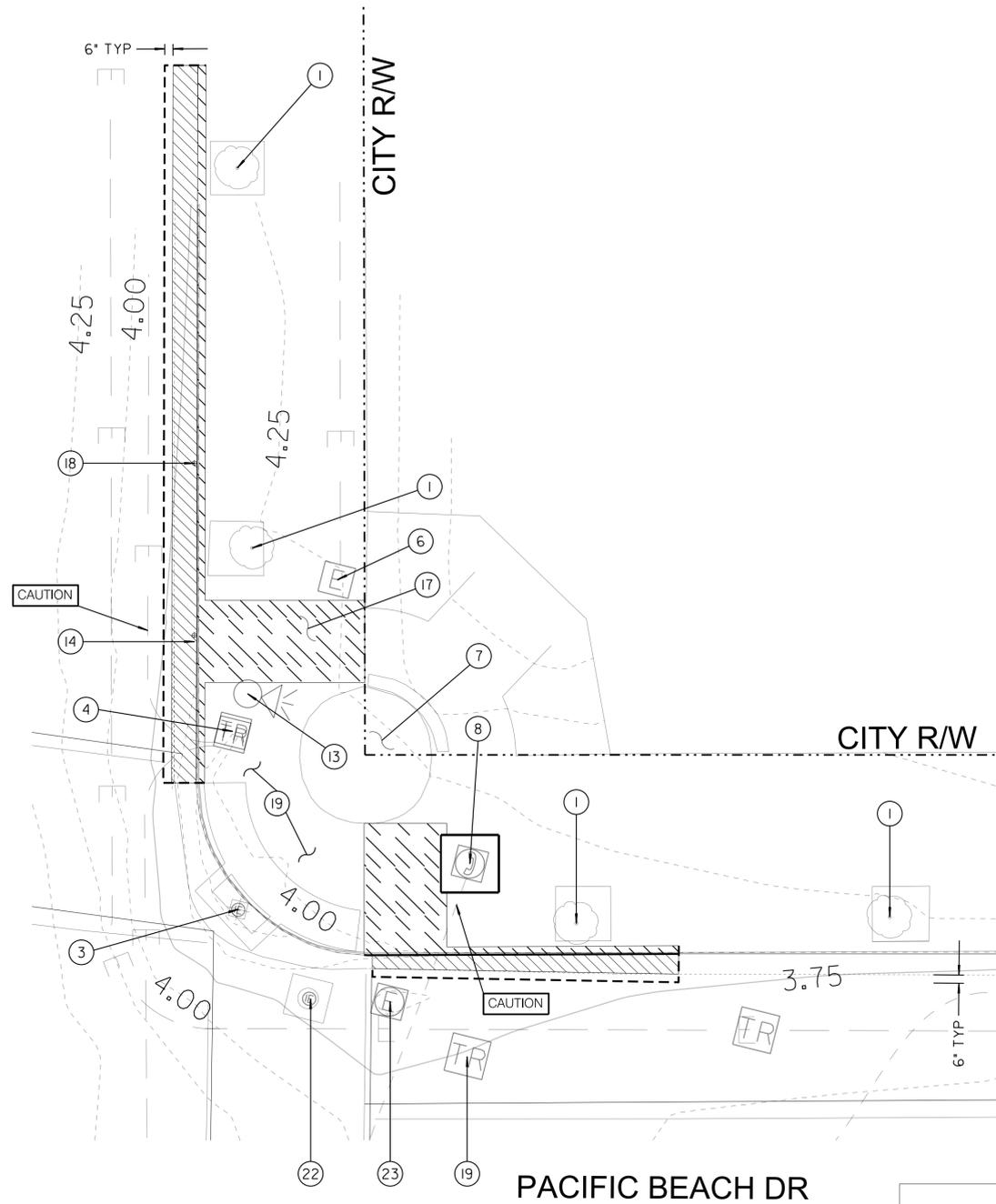
SPEC. NO. 1736	CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 1 OF 62 SHEETS	WATER WBS B-16081 SEWER WBS B-16106
APPROVED: <i>Sheila B. Bose</i> FOR CITY ENGINEER SHEILA BOSE DATE 01/25/2018 PRINTED NAME: SHEILA BOSE RCE# C59403	DESIGNED BY: JENNY JARRELL PROJECT MANAGER DATE: 01/25/2018 RCE# C59403	DESIGNED BY: NELLIA BAVAKI PROJECT ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	NB/SS	<i>Sheila B. Bose</i>
ADDENDUM A	NB/SS	<i>Sheila B. Bose</i>
DATE	FILED	
2/22/18		
DATE STARTED	DATE COMPLETED	
		39793-01-D

AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE CL 235 (WATER)	-
PIPE SDR 35 (SEWER)	-
GATE VALVES	-
FIRE HYDRANTS	-
SEWER MANHOLES	-

COORDINATE DATA TABLE		
NO.	NORTHING	EASTING
1	1869054.33	6253129.94
2	1869060.69	6253154.56
3	1869068.36	6253160.06
4	1869094.85	6253153.82
5	1869095.02	6253154.49
6	1869080.81	6253164.44
7	1869064.09	6253168.66
8	1869049.94	6253154.38
9	1869052.47	6253130.40



DETAIL 1 - NW CORNER



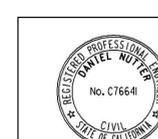
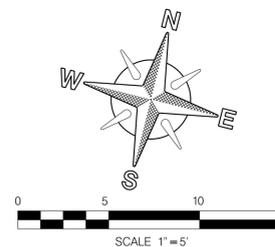
DETAIL 2 - NE CORNER

DEMOLITION NOTES

- | | | |
|---|--|-----------------------------------|
| ① P.I.P. EXIST TREE | ⑪ P.I.P. EXIST CONTROL SIGNAL PB | ⑳ COLD MILL 2" |
| ② P.I.P. EXIST BRICK PAVERS & CONCRETE | ⑫ TEMPORARY REMOVE AND SALVAGE EX PBB. REINSTALL PER IMPROVEMENT PLANS | ㉑ P.I.P. EXIST MANHOLE |
| ③ P.I.P. EXIST SD INLET | ⑬ P.I.P. EXIST TRAFFIC LIGHT POLE | ㉒ P.I.P. EXIST ELECTRICAL MANHOLE |
| ④ P.I.P. EXIST ELECTRICAL BOX, ADJUST TO GRADE PER IMPROVEMENT PLANS | ⑭ RELOCATE EXIST DRAINAGE PIPE | |
| ⑤ P.I.P. EXIST TRAFFIC LIGHT POLE | ⑮ ADJUST MH TO GRADE PER IMPROVEMENT PLAN | |
| ⑥ P.I.P. EXIST ELECTRICAL BOX | ⑯ P.I.P. EXIST BIKE RENTAL RACK | |
| ⑦ P.I.P. EXIST PLAQUE | ⑰ REMOVE BRICK PAVERS AND RELOCATE EX DRAINAGE PIPE PER IMPROVEMENT PLAN | |
| ⑧ P.I.P. EXIST TEL MH VAULT | ⑱ P.I.P. EXIST RAIN DRAINAGE PIPE | |
| ⑨ RELOCATE EXIST KIOSKS, "BY OTHERS", COORDINATE WITH RESIDENT ENGINEER TWO WEEKS PRIOR STARTING WORK | ㉓ P.I.P. EXIST TRAFFIC SIGNAL LOOP | |
| ⑩ P.I.P. EXIST FH | ㉔ FOR EXIST TRAFFIC LOOP, SEE TRAFFIC SIGNAL MODIFICATION PLAN ON SHEET (TS-1) | |

LEGEND

- REMOVE AND SALVAGE BRICK PAVERS
- REMOVE AND DISPOSE EXIST CONCRETE
- REMOVE AND DISPOSE EXIST AC PAVEMENT AND REGRADE PAVEMENT PER IMPROVEMENT PLAN
- SAW CUT

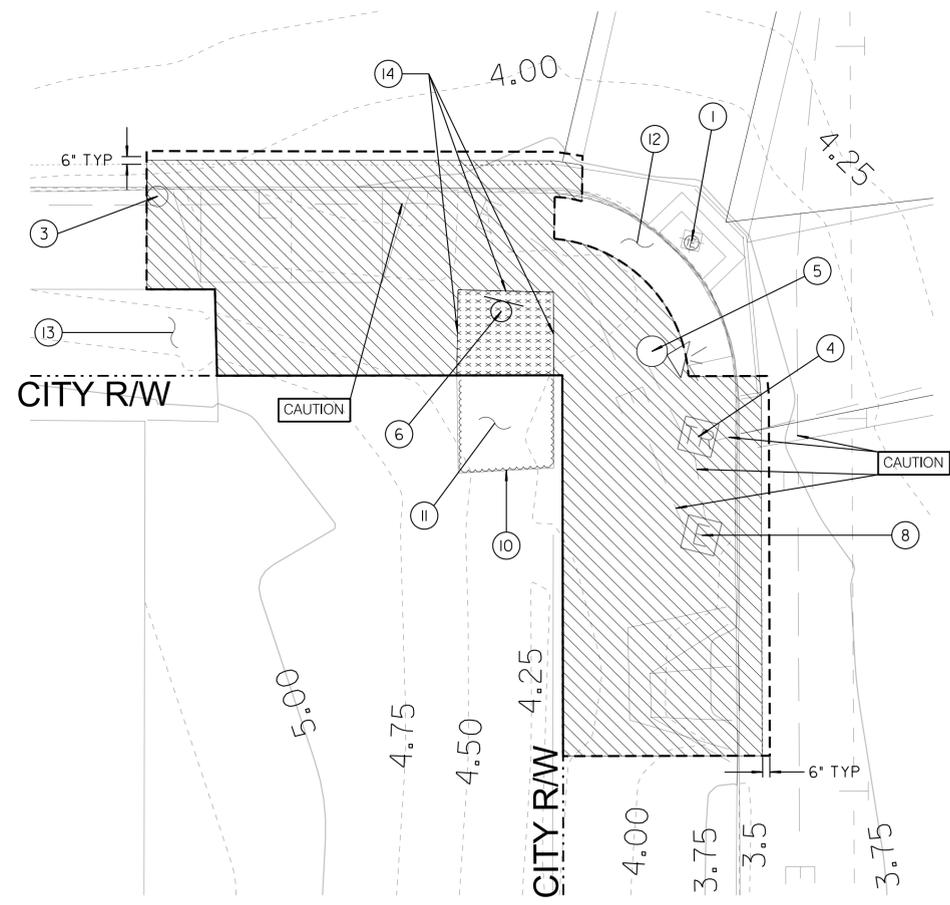


C-55

MISSION BEACH OBSTRUCTION DIF 13 CR DEMOLITION PLAN			
MISSION BLVD & PACIFIC BEACH DR			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 57 OF 62 SHEETS		WBS - B-13125	
APPROVED FOR CITY ENGINEER DANIEL NUTTER DATE: 02/20/2018 PROJECT: C-76641	SUBMITTED BY: JESUS GARCIA PROJECT MANAGER CHECKED BY: JOHANNA RIVERA PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	PH		
ADDENDUM A	PH		
CONTRACTOR: 226-1689 INSPECTOR: DATE COMPLETED			6250407-1866444 CCS27 COORDINATE CCS83 COORDINATE 39793-57-D

MISSION BEACH OBSTRUCTION DIF 13 CR

PACIFIC BEACH DR



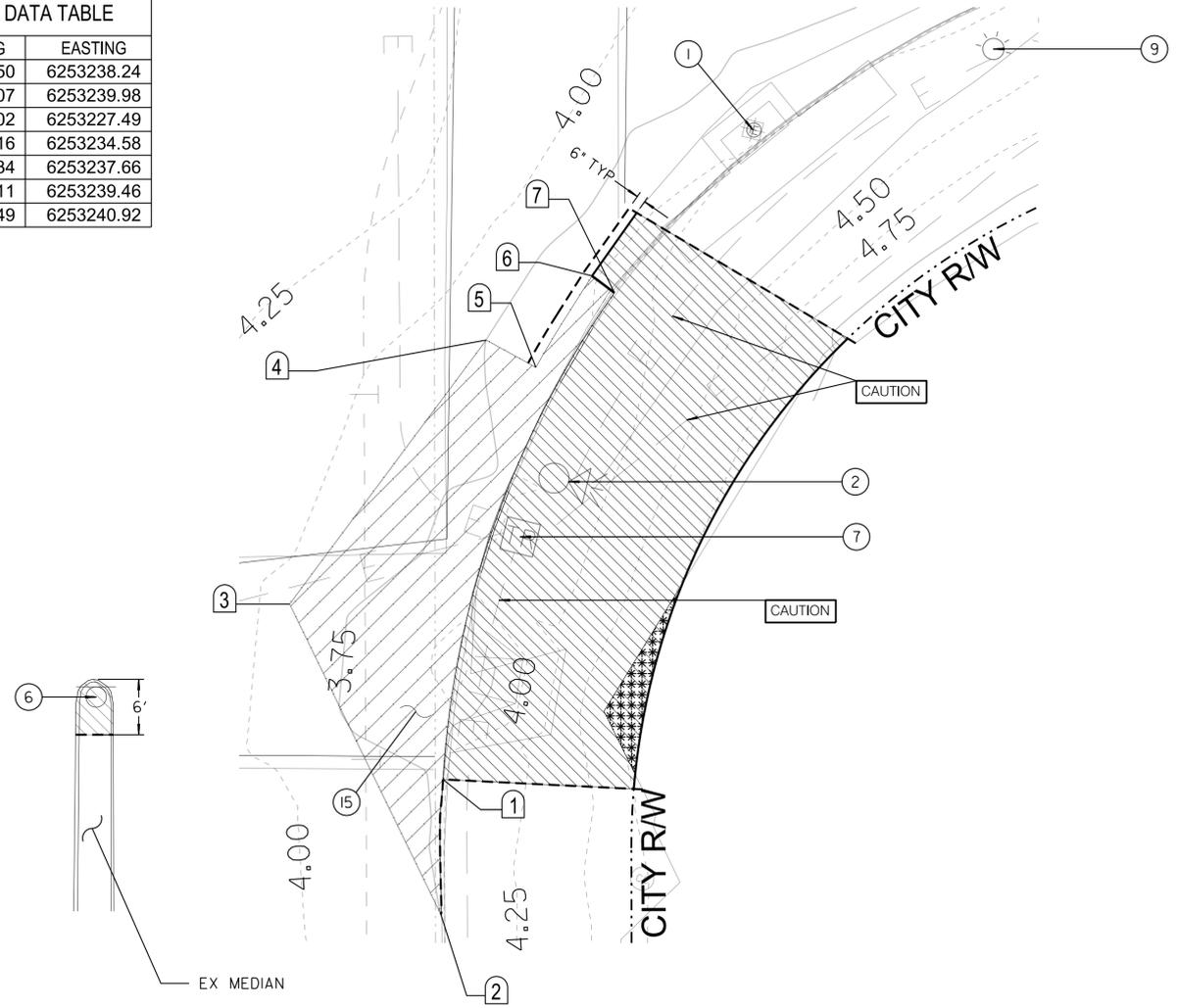
MISSION BLVD

DETAIL 3 - SW CORNER

NO.	NORTHING	EASTING
1	1868996.50	6253238.24
2	1868989.07	6253239.98
3	1869004.02	6253227.49
4	1869021.16	6253234.58
5	1869020.34	6253237.66
6	1869026.11	6253239.46
7	1869025.49	6253240.92

MISSION BLVD

PACIFIC BEACH DR



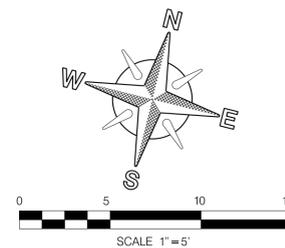
DETAIL 4 - SE CORNER

DEMOLITION NOTES

- 1 P.I.P. EXIST SD INLET
- 2 REPLACE EXIST TRAFFIC LIGHT POLE PER TRAFFIC SIGNAL MODIFICATION PLAN. SEE SHEET (TS-1) INCLUDED IN THIS CONTRACT
- 3 P.I.P. EXIST STREET SIGN
- 4 RELOCATE EXIST TRAFFIC SIGNAL PB PER TRAFFIC SIGNAL MODIFICATION PLAN ON SHEET (TS-1) BY OTHERS*
- 5 P.I.P. EXIST TRAFFIC LIGHT POLE
- 6 TEMPORARILY REMOVE EX SIGN AND RELOCATE PER IMPROVEMENT PLAN
- 7 REMOVE EXIST TRAFFIC SIGNAL PB, INCLUDED IN THIS CONTRACT
- 8 RELOCATE EXIST ELEC CABINET PER TRAFFIC SIGNAL MODIFICATION PLAN. SEE SHEET (TS-1) INCLUDED IN THIS CONTRACT
- 9 REMOVE EXIST STREET LIGHT PER TRAFFIC SIGNAL MODIFICATION PLAN. SEE SHEET (TS-1) INCLUDED IN THIS CONTRACT
- 10 P.I.P. EXIST EDGER
- 11 P.I.P. PART OF EXIST LANDSCAPE
- 12 P.I.P. EXIST CONCRETE
- 13 P.I.P. EXIST VEGETATION
- 14 REMOVE AND SALVAGE EXIST EDGERS
- 15 COLD MILL 2"

LEGEND

- REMOVE AND SALVAGE EXIST GRAVEL
- REMOVE AND DISPOSE EXIST LANDSCAPE
- REMOVE AND DISPOSE EXIST CONCRETE
- REMOVE AND DISPOSE EXIST AC PAVEMENT AND REGRADE PAVEMENT PER IMPROVEMENT PLAN
- SAW CUT



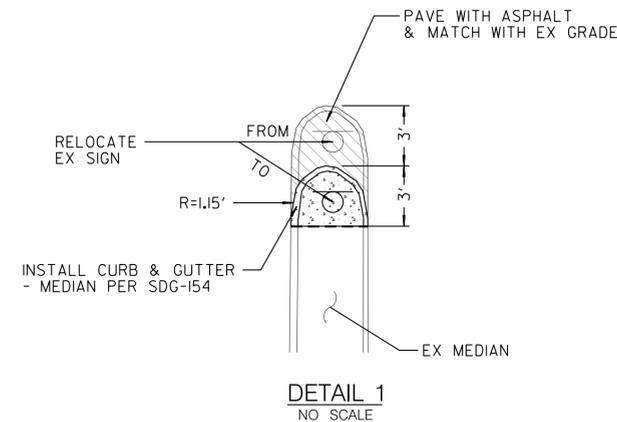
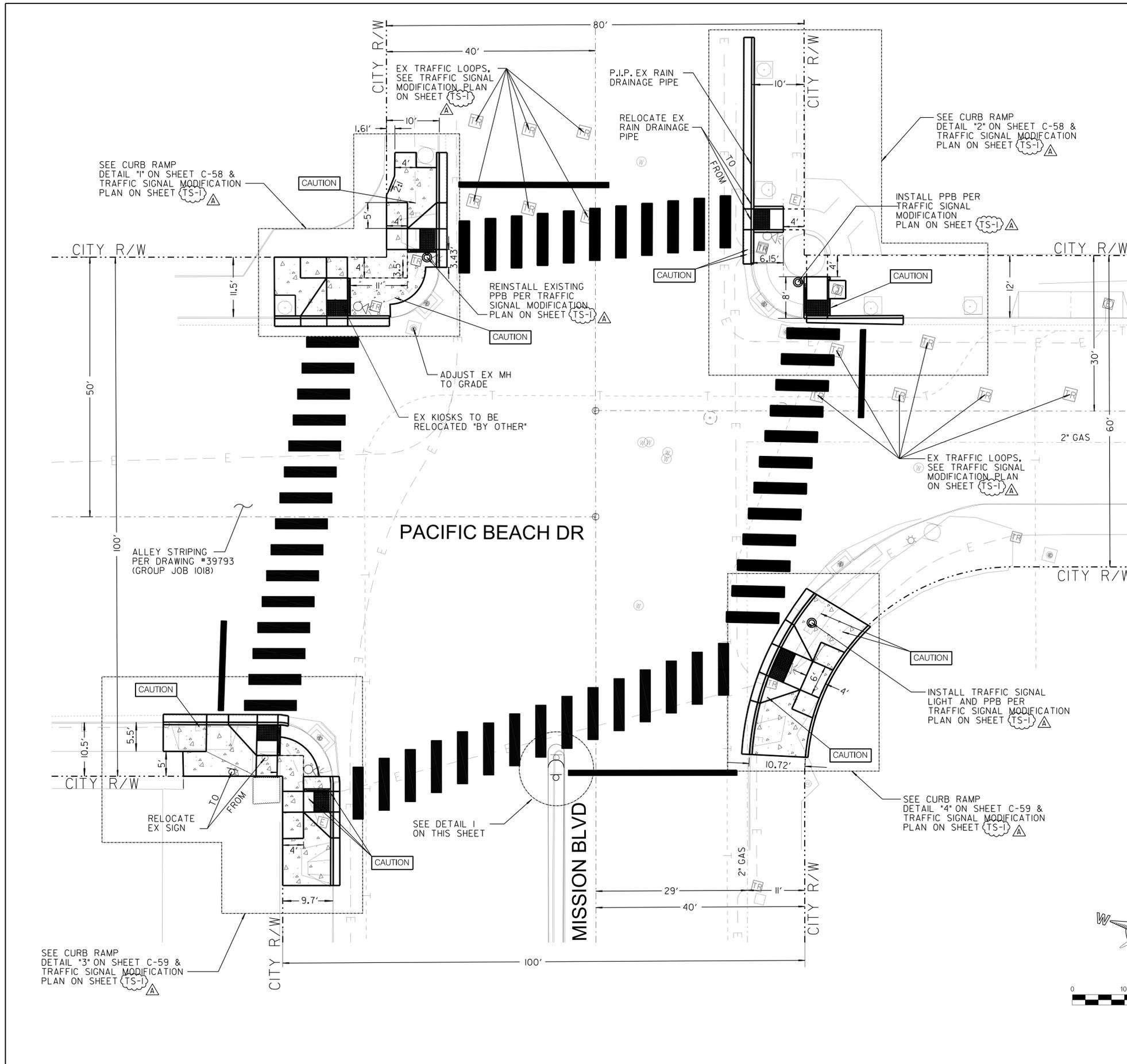
MISSION BEACH OBSTRUCTION DIF 13 CR DEMOLITION PLAN			
MISSION BLVD & PACIFIC BEACH DR			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 58 OF 62 SHEETS		WBS - B-13125	
APPROVED: FOR CITY ENGINEER DANIEL NUTTER PRINT NAME	DATE 02/20/2018 C-76641 RECEIVED	SUBMITTED BY JESUS GARCIA PROJECT MANAGER	
DESCRIPTION		BY	APPROVED
ORIGINAL	PH		
ADDENDUM A	PH		
CONTRACTOR		DATE STARTED	226-1689
INSPECTOR		DATE COMPLETED	6250407-1866444 CCS27 COORDINATE
			CCS83 COORDINATE
			39793-58-D

C-56

MISSION BEACH OBSTRUCTION DIF 13 CR

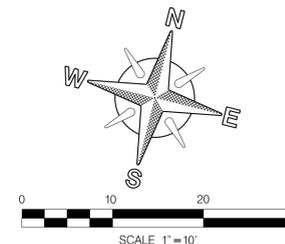
CONTRACTOR'S RESPONSIBILITIES

1. PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
2. NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E., 69 KV & HIGHER)
3. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
4. REFER TO THE CITY'S APPROVED MATERIALS LIST FOR DETECTABLE WARNING TILES PRODUCT.
5. PROTECT AND KEEP ALL HISTORIC STAMPS WITHIN SIDEWALKS.
 - A. CONTRACTOR MAY USE NON STAINLESS STEEL MATERIAL PER THE CITY'S AML IF THE DWT HAS TO BE TRIMMED TO CONFORM TO THE CURB RAMP CONFIGURATION.
6. LOCATE LIMIT LINES BEFORE EACH CURB RAMP. RESTRIPE USING 12"-WIDE WHITE THERMOPLASTIC.
7. THE DESIGN OF THE CURB RAMP SHALL NOT AFFECT THE DRAINAGE PATTERN OF THE STREET.
8. COUNTER SLOPES (CURB RAMP SLOPE PLUS STREET SLOPE) WHEN ADDED CANNOT EXCEED 13%. WITH THE EXCEPTION OF A TYPE C2 AND C1, ADJUST THE SLOPE OF THE MAIN RAMP AND/OR STREET IF THE COUNTER SLOPE EXCEEDS 5.0%.
9. CONTRACTOR TO REPLACE LIFTED, DAMAGED OR MISSING SIDEWALK PANELS WITHIN THE ENTIRE CURB RETURN AND ALONG THE IMMEDIATE SIDEWALK AREAS LEADING TO THE CURB RETURN.
10. CONTRACTOR TO PROTECT ANY EXISTING WALLS BEHIND THE SIDEWALK DURING DEMOLITION AND CONSTRUCTION.
11. FOR NEW OR RELOCATED SIGNAL AND/OR PPB POLES, THE HOUSING ASSEMBLY FOR THE PPB'S SHALL BE REPLACED WITH A METALLIC HOUSING THAT MATCHES COLOR NO. 33538 OF FED-STD-595.
12. CONTRACTORS TO ENSURE THERE ARE SIGNS ON BOTH SIDES OF THE STANDARD PEDESTRIAN BARRICADE AND THAT THE ARROWS ON THE SIGNS POINT TO THE NEAREST CROSSING AREA.
13. PROVIDE A RETAINING CURB BEHIND THE CURB RAMP IF THE ADJACENT GRADE IS HIGHER OR LOWER THAN THE SIDEWALK OF CURB RAMP LANDING SURFACE. THE HEIGHT OF THE RETAINING CURB SHALL BE 2' HIGHER THAN THE ADJACENT GRADE. IF THE GRADE IS LOWER, A 6' HIGH CONCRETE CURB SHALL BE USED. IF THE GRADE IS LOWER THAN 24", A PROTECTIVE RAILING SHALL BE PROVIDED.



LEGEND

- REMOVE AND DISPOSE EXIST CONCRETE
- SAW CUT



C-57

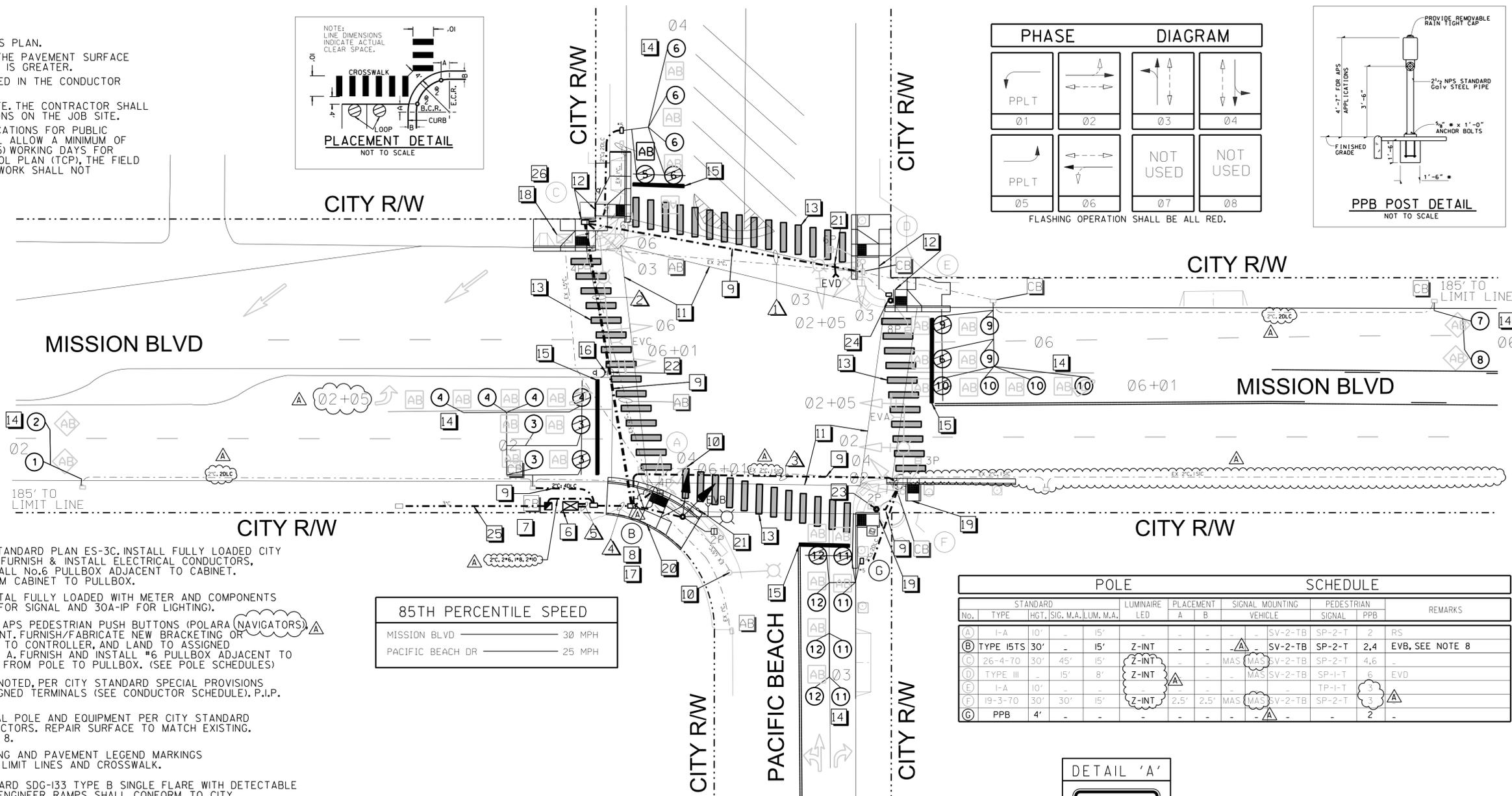
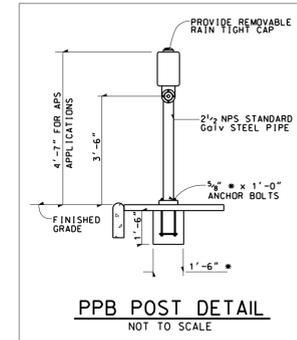
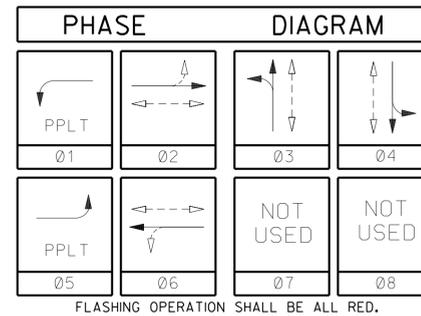
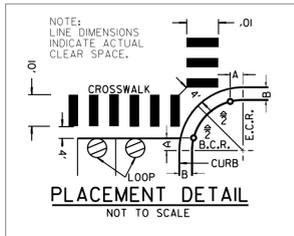
**MISSION BEACH OBSTRUCTION DIF 13 CR
INTERSECTION IMPROVEMENT PLAN
MISSION BLVD & PACIFIC BEACH DR**

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 59 OF 62 SHEETS		WBS # B-13125
APPROVED:	DATE: 02/20/2018	SUBMITTED BY: JESUS GARCIA PROJECT MANAGER
FOR CITY ENGINEER PRINT NAME: DANIEL NUTTER	DATE: C-7664I	CHECKED BY: JOHANNA RIVERA PROJECT ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	PH	DATE
ADDENDUM A	PH	FILED
CONTRACTOR		DATE STARTED
INSPECTOR		DATE COMPLETED
226-1689 CCS27 COORDINATE		6250407-1866444 CCS83 COORDINATE
39793-59-D		



CONSTRUCTION NOTES:

1. PULLBOXES AND CONDUIT:
 - 1a PULLBOXES ARE No. 6, UNLESS OTHERWISE NOTED ON THIS PLAN.
 - 1b ALL CONDUIT DEPTH MUST BE A MINIMUM OF 18" BELOW THE PAVEMENT SURFACE OR 3" BELOW THE BOTTOM OF THE PAVEMENT, WHICHEVER IS GREATER.
 - 1c CONDUIT SHALL BE 3" DIAMETER, UNLESS OTHERWISE NOTED IN THE CONDUCTOR TABLE OR SHOWN ON THIS PLAN.
2. LOCATIONS OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB SITE.
3. PER SECTION 601-2.1.1 & 601-2.1.3 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("WHITEBOOK"), THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK OR FIVE (5) WORKING DAYS FOR STREET CLOSURES, UPON APPROVAL OF THE TRAFFIC CONTROL PLAN (TCP), THE FIELD ENGINEERING TRAFFIC SECTION WILL ISSUE THE TCP PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC ROADWAY WITHOUT THE TCP PERMIT.
4. ALL TRAFFIC SIGNAL POLE FOUNDATIONS SHALL HAVE A 3" CONDUIT INSTALLED TO AN ADJACENT No. 6 PULLBOX. THE CONTROLLER FOUNDATION SHALL HAVE A SPARE 3" CONDUIT STUBBED OUT TO THE ADJACENT PULL BOX FOR FUTURE USE.
5. LOCATION, POSITIONING, AND INSTALLATION OF SIGNAL EQUIPMENT, LOOP DETECTORS, TRAFFIC SIGNS, TRAFFIC STRIPING, PAVEMENT AND CURB MARKINGS:
 - 5a THE CONTRACTOR, WITH THE APPROVAL OF THE CITY RESIDENT ENGINEER, IS RESPONSIBLE FOR LOCATING, MARKING THE LAYOUT, AND INSTALLATION OF ALL SIGNAL AND LIGHTING EQUIPMENT.
 - 5b THE CONTRACTOR, WITH THE APPROVAL OF THE CITY'S DESIGNATED TRAFFIC ENGINEER, IS RESPONSIBLE FOR LOCATING, MARKING THE LAYOUT, AND INSTALLATION OF ALL LOOP DETECTORS, TRAFFIC SIGNS (EXCEPT "G" SERIES STREET NAME SIGNS), TRAFFIC STRIPING, PAVEMENT AND CURB MARKINGS.
 - 5c THE CONTRACTOR SHALL OBTAIN THE APPROVALS FOR THE ITEMS NOTED IN 5a AND 5b PRIOR TO INSTALLATION.
 - 5d AS SHOWN ON THIS PLAN, CONTRACTOR SHALL INSTALL 6" DIAMETER TYPE E LOOP DETECTORS, WITH 10' SPACING, AND CENTERED IN THE TRAVEL PORTION OF EACH LANE (UNLESS OTHERWISE NOTED).
 - 5e THE CONTRACTOR SHALL NOT PERFORM ANY PARKING REMOVAL LESS THAN 15 WORKING DAYS AFTER LOCATION APPROVAL.
 - 5f THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL CONFLICTING STRIPING AND PAVEMENT MARKINGS BY SANDBLASTING/GRINDING (METHOD TO BE DETERMINED BY THE CITY RESIDENT ENGINEER).



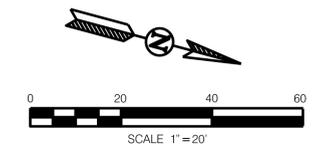
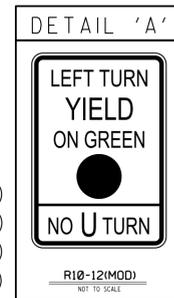
85TH PERCENTILE SPEED	
MISSION BLVD	30 MPH
PACIFIC BEACH DR	25 MPH

POLE		SCHEDULE				REMARKS					
No.	TYPE	HGT.	SIG. M.A.	LUM. M.A.	LUMINAIRE LED		PLACEMENT A B	SIGNAL MOUNTING VEHICLE	PEDESTRIAN SIGNAL	PPB	
(A)	I-A	10'	-	15'	Z-INT	-	-	SV-2-TB	SP-2-T	2	RS
(B)	TYPE 15TS	30'	-	15'	Z-INT	-	-	SV-2-TB	SP-2-T	2,4	EVB, SEE NOTE 8
(C)	26-4-70	30'	45'	15'	Z-INT	-	-	MAS SV-2-TB	SP-2-T	4,6	-
(D)	TYPE III	-	15'	8'	Z-INT	-	-	MAS SV-2-TB	SP-1-T	6	EVD
(E)	I-A	10'	-	-	Z-INT	-	-	-	TP-1-T	3	-
(F)	19-3-70	30'	30'	15'	Z-INT	2.5'	2.5'	MAS SV-2-TB	SP-2-T	3	-
(G)	PPB	4'	-	-	-	-	-	-	-	2	-

6. CONSTRUCT CONTROLLER CABINET FOUNDATION PER STATE STANDARD PLAN ES-3C. INSTALL FULLY LOADED CITY FURNISHED MODEL 332 CABINET WITH TYPE I70 CONTROLLER. FURNISH & INSTALL ELECTRICAL CONDUCTORS, COMPONENTS, TERMINALS, AND BRACKETING. FURNISH AND INSTALL No. 6 PULLBOX ADJACENT TO CABINET. TRENCH AND INSTALL TWO 3" CONDUIT WITH CONDUCTORS FROM CABINET TO PULLBOX.
7. FURNISH & INSTALL TYPE III-BE SERVICE CABINET AND PEDESTAL FULLY LOADED WITH METER AND COMPONENTS PER CALTRANS STANDARD ES-2E (CIRCUIT BREAKERS: 50A-IP FOR SIGNAL AND 30A-IP FOR LIGHTING).
8. FURNISH & INSTALL NEW POLES, AUDIBLE PEDESTRIAN SIGNAL, APS PEDESTRIAN PUSH BUTTONS (POLARA NAVIGATORS), PEDESTRIAN COUNT-DOWN TIMERS AND OTHER NOTED EQUIPMENT. FURNISH/FABRICATE NEW BRACKETING OR MOUNTING HARDWARE. INSTALL NEW CABLE/CONDUCTORS, PULL TO CONTROLLER, AND LAND TO ASSIGNED TERMINALS. REINSTALL SALVAGED 4S & 5S HEAD FROM POLE A. FURNISH AND INSTALL #6 PULLBOX ADJACENT TO EACH POLE. TRENCH AND INSTALL CONDUIT WITH CONDUCTORS FROM POLE TO PULLBOX. (SEE POLE SCHEDULES)
9. TRENCH AND INSTALL CONDUIT WITH CONDUCTORS/CABLE AS NOTED, PER CITY STANDARD SPECIAL PROVISIONS 306. PULL CONDUCTORS TO CONTROLLER AND LAND TO ASSIGNED TERMINALS (SEE CONDUCTOR SCHEDULE). P.I.P. EX PLAQUE AT NORTH EAST CORNER OF THE INTERSECTION.
10. REMOVE AND SALVAGE EXISTING STREET LIGHT, TRAFFIC SIGNAL POLE AND EQUIPMENT PER CITY STANDARD SPECIAL PROVISIONS 306. PROPERLY SPLICE REMAINING CONDUCTORS. REPAIR SURFACE TO MATCH EXISTING. KEEP EX 4S & 5S HEAD AND INSTALL ON POLE B PER NOTE 8.
11. REMOVE BY SANDBLASTING/GRINDING, ALL CONFLICTING STRIPING AND PAVEMENT LEGEND MARKINGS INCLUDING OLD LIMIT LINES AND ANY STRIPING BETWEEN NEW LIMIT LINES AND CROSSWALK.
12. CONSTRUCT AND INSTALL NEW CURB RAMPS PER CITY STANDARD SDG-I33 TYPE B SINGLE FLARE WITH DETECTABLE WARNING TILE TO THE SATISFACTION OF THE CITY RESIDENT ENGINEER. RAMPS SHALL CONFORM TO CITY STANDARD.
13. INSTALL 10 FOOT WIDE WHITE THERMOPLASTIC CONTINENTAL CROSSWALK AS PER PLAN PER CITY OF SAN DIEGO STANDARD DRAWING SDM-I16.
14. INSTALL NEW LOOP DETECTORS AS SHOWN PER CITY OF SAN DIEGO, THE "WHITE BOOK" 2015 EDITION, SECTION 302-1.9 AND GENERAL NOTE 5(b, c & d). FURNISH AND INSTALL CONDUCTORS, DLC, AND OTHER COMPONENTS NECESSARY FOR PROPER OPERATION. PULL CONDUCTORS TO CONTROLLER CABINET AND LAND TO ASSIGNED TERMINAL. (SEE DETECTOR ASSIGNMENT CHART AND CONDUCTOR SCHEDULE.)
15. INSTALL 12" WHITE LIMIT LINE PER 2015 CALTRANS STANDARD PLANS A24E.
16. RELOCATE EXISTING SIGN AND OBJECT MARKER.
17. INSTALL SIGNAL HEAD PER DETAIL "A" ON THIS SHEET.
18. REMOVE EXISTING CONTROLLER BOX.
19. CONSTRUCT AND INSTALL NEW CURB RAMPS PER CITY STANDARD SDG-I33 TYPE B NO FLARE WITH DETECTABLE WARNING TILE TO THE SATISFACTION OF THE CITY RESIDENT ENGINEER. RAMPS SHALL CONFORM TO CITY STANDARD.
20. CONSTRUCT AND INSTALL NEW CURB RAMPS PER CITY STANDARD SDG-I33 TYPE A WITH DETECTABLE WARNING TILE TO THE SATISFACTION OF THE CITY RESIDENT ENGINEER. RAMPS SHALL CONFORM TO CITY STANDARD.
21. FURNISH & INSTALL EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT PER CITY STANDARD SPECIAL PROVISIONS 700-8. CONTRACTOR TO FURNISH AND INSTALL MOUNTING HARDWARE & CONDUCTORS, PULL TO CONTROLLER & LAND TO ASSIGNED TERMINAL (SEE CONDUCTOR SCHEDULE).
22. REMOVE 36" OF MEDIAN NOSE. RECONSTRUCT NOSE (12" RADIUS).
23. INSTALL PPB PER CALTRANS STANDARD PLAN RSP ES-7A. SEE PPB POST DETAIL ON THIS SHEET
24. TEMPORARILY REMOVE & SALVAGE EX PBB. REINSTALL EX. PBB & ADJUST TO GRADE EX. PULLBOX. CONTRACTOR TO COORDINATE WORK WITH SIDEWALK & CURB RAMP WORK TO AVOID CONFLICT WITH PROPOSED CURB RAMP.
25. TRENCH, INSTALL, AND CONNECT CONDUIT CONDUCTORS PER S.D.G.&E. (SEMPRA UTILITIES) REQUIREMENTS.
26. FURNISH AND INSTALL R-10-I2(IMOD) SIGN PER DETAIL 'A'.

DETECTOR ASSIGNMENT			
DET.	PHASE	SLOT	FIELD TERMINAL
1	2	I2U	T2-5 & 6
2	2	I2L	T2-7 & 8
3	2	I3U	T2-9 & 10
DUMMY	2	I3L	T2-11 & 12
4	5	J1U	T3-1 & 2
5	4	I6U	T4-9 & 10
6	4	I6L	T4-11 & 12
7	6	J2U	T3-5 & 6
8	6	J2L	T3-7 & 8
9	6	J3U	T3-9 & 10
DUMMY	6	J3L	T3-11 & 12
10	1	I1U	T2-1 & 2
11	3	I9L	T6-11 & 12
12	3	I9U	T4-7 & 8
PPB	2	I12U	T8-4 & COM 6
PPB	4	I12L	T8-5 & COM 6
PPB	6	I13U	T8-7 & COM 9
PPB	3	I13L	T8-8 & COM 9
EVA	2+5	J12U	T9-4 & COM 9
EVB	4	J13U	T9-7 & COM 9
EVC	1+6	J12L	T9-5 & COM 6
EVD	3	J13L	T9-8 & COM 9
FLASH	-	I14U	T8-10 & COM 12

CONDUCTOR TABLE		CONDUIT SIZE (IN)				
AWG SIZE OR CABLE TYPE	PHASE	POLE OR CIRCUIT	3"	3"	3"	2-3"
3	S	POLE - B	-	-	-	-
		POLE - C	-	-	-	-
		POLE - D	1	2	2	1
		POLE - E	1	1	1	1
		POLE - F	1	1	1	1
		POLE - G	-	-	-	-
TOTAL 3 AND 12 CONDUCTOR CABLES			2	3	5	3
NO. 6	SIGNAL SERVICE		-	-	-	2
NO. 8	COMMON GROUND		1	1	1	-
NO. 10	LIGHTING		2	2	2	-
6 PAIR NO. 22	(SIC) INTERCONNECT CABLE		1	-	-	1
TYPE	1 LOOP DETECTOR		1	1	-	1
	2		-	-	-	3
	3		-	-	-	2
	4		-	-	-	2
'B'	5		-	-	-	1
DLC	6		-	-	-	3
EMERGENCY VEHICLE DETECTOR (EV-DLC)			1	2	1	4
TOTAL CABLES AND CONDUCTORS			14	20	12	31



TS-1

02/20/2018

LABIB GASEM, TRAFFIC ENGINEER

MISSION BEACH OBSTRUCTION DIF 13 CR
TRAFFIC SIGNAL MODIFICATION
MISSION BLVD & PACIFIC BEACH DR

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 62 OF 62 SHEETS

WBS - B-13125

APPROVED: *[Signature]* 02/20/2018
FOR CITY ENGINEER: DANIEL NUTTER
PROJECT NAME: RISEP

DATE: 02/20/2018
DATE: 02/20/2018
PROJECT NUMBER: C-76641

DESIGNED BY: JOHANNA RIVERA
PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	PH			
ADDENDUM A	PH			

226-1689
CCS27 COORDINATE

6250407-1866444
CCS83 COORDINATE

CONTRACTOR: _____ DATE STARTED: _____
INSPECTOR: _____ DATE COMPLETED: _____

39793-62-D

MISSION BEACH OBSTRUCTION DIF 13 CR

City of San Diego

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

Phone No. (619) 533-4491

ADDENDUM B



FOR

AC WATER & SEWER GROUP 1018

BID NO.: K-18-1736-DBB-3
SAP NO. (WBS/IO/CC): B-16081, B-16106, B-13125
CLIENT DEPARTMENT: 2013, 2116
COUNCIL DISTRICT: 2
PROJECT TYPE: KA, JA

BID DUE DATE:

**2:00 PM
MARCH 15, 2018
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
525 B STREET, SUITE 750, MS 908A
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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



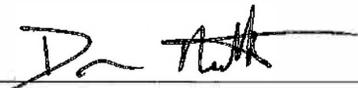
1) For City Engineer

3/1/18

Date

Seal:





2) For City Engineer

3/2/2018

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

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

B. ADDENDUM "A"

1. To section C, NOTICE INVITING BIDS, item 1, Estimated Construction Cost, **DELETE** in its entirety and **SUBSTITUTE** with the following:

1. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$12,000,000.**

C. 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 **Underlined** and **DELETIONS**, if any, have been **~~Stricken out.~~**

Section	Item Code	Description	UoM	Quantity	Payment Reference
<u>Main Bid</u>	<u>237110</u>	<u>Service Lateral Connection</u>	<u>EA</u>	<u>117</u>	<u>500-4.9</u>

James Nagelvoort, Director
Public Works Department

Dated: *March 2, 2018*
San Diego, California

JN/AR/ADW

Bid Results

Bidder Details

Vendor Name Orion Construction Corporation
Address 2185 La Mirada Drive
 Vista, CA 92081
 United States
Respondee Rob Wilson
Respondee Title Vice President
Phone 760-597-9660 Ext.
Email rob.wilson@orionconstruction.com
Vendor Type CADIR,Local
License # 549309
CADIR

Bid Detail

Bid Format Electronic
Submitted March 15, 2018 1:36:08 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 134827
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Certificate of Pending Actions	Certificate of Pending Actions.pdf	Contractor's Certifications of Pending Actions
Additive/Deductive Alternate Form	Alternate Additive-Deductive Form.pdf	Additive/Deductive Alternate Form
Bid Bond	Bid Bond.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Main Bid						
1	Bonds (Payment and Performance)					
	524126	LS	1	\$100,000.00	\$100,000.00	
2	Remote Control Camera Inspection (EOC Type II)					
	334290	AL	1	\$20,000.00	\$20,000.00	
3	Archaeological and Native American Monitoring Program					
	541690	LF	1500	\$16.00	\$24,000.00	
4	Archaeological and Native American Mitigation and Curation (EOC Type I)					
	541690	AL	1	\$2,500.00	\$2,500.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
5	Paleontological Mitigation and Excavation					
	541690	CY	4500	\$0.15	\$675.00	
6	Sewage Bypass and Pumping Plan (Diversion Plan)					
	237110	LS	1	\$1,000.00	\$1,000.00	
7	WPCP Development					
	541330	LS	1	\$1,900.00	\$1,900.00	
8	WPCP Implementation					
	237990	LS	1	\$90,000.00	\$90,000.00	
9	Dewatering Permit and Discharge Fees (EOC Type I)					
	237110	AL	1	\$15,000.00	\$15,000.00	
10	Equipment Set Up for Hazardous Dewatering					
	237110	LS	1	\$35,000.00	\$35,000.00	
11	Dewatering Hazardous Contaminated Water					
	237110	LS	1	\$45,000.00	\$45,000.00	
12	Dewatering Non-Hazardous Contaminated Water					
	237110	LS	1	\$1,723,700.00	\$1,723,700.00	
13	Video Recording of Existing Conditions					
	238990	LS	1	\$2,000.00	\$2,000.00	
14	Exclusive Community Liaison Services					
	541820	LS	1	\$85,000.00	\$85,000.00	
15	Preparation of Waste Management Form					
	238910	LS	1	\$1,000.00	\$1,000.00	
16	Preparation of Hazardous Waste Management Plan and Reporting					
	238990	LS	1	\$2,000.00	\$2,000.00	
17	Monitoring of Contaminated Soil					
	541690	HR	100	\$75.00	\$7,500.00	
18	Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil					
	238990	TON	1	\$3,300.00	\$3,300.00	
19	Loading, Transportation, and Disposal of Petroleum Contaminated Soil					
	238990	TON	1	\$1,400.00	\$1,400.00	
20	Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste Contamination from the Treatment of Contaminated Ground Water					
	238990	GAL	200	\$100.00	\$20,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
21	Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste Contamination from the Treatment of Contaminated Ground Water					
	238990	GAL	200	\$100.00	\$20,000.00	
22	Mobilization					
	237110	LS	1	\$200,000.00	\$200,000.00	
23	Field Orders (EOC Type II)					
		AL	1	\$272,838.00	\$272,838.00	
24	Clearing and Grubbing					
	238910	LS	1	\$40,000.00	\$40,000.00	
25	Excavate and Fill (Unclassified)					
	237310	CY	22	\$95.00	\$2,090.00	
26	Adjust Existing Manhole Frame and Cover to Grade					
	237310	EA	34	\$850.00	\$28,900.00	
27	Adjust Existing Gate Valve Frame and Cover to Grade					
	237310	EA	51	\$500.00	\$25,500.00	
28	Adjust Survey Monument to Grade					
	237310	EA	1	\$2,000.00	\$2,000.00	
29	Cold Milling Full Width					
	237310	SF	55840	\$0.80	\$44,672.00	
30	Asphalt Pavement Repair					
	237310	TON	50	\$166.00	\$8,300.00	
31	Miscellaneous Asphalt Patching					
	237310	TON	40	\$255.00	\$10,200.00	
32	Pavement Restoration Adjacent to Trench					
	237310	SF	500	\$9.00	\$4,500.00	
33	Asphalt Concrete Overlay					
	237310	TON	438	\$150.00	\$65,700.00	
34	Concrete Pavement (6 Inch thick)					
	238910	SF	132694	\$14.00	\$1,857,716.00	
35	Concrete Lug					
	237110	EA	2	\$1,200.00	\$2,400.00	
36	Remove and Replace Existing Sidewalk					
	237310	SF	40	\$12.90	\$516.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
37	Additional Curb and Gutter Removal and Replacement					
	237310	LF	163	\$57.00	\$9,291.00	
38	Additional Sidewalk Removal and Replacement					
	237310	SF	650	\$11.60	\$7,540.00	
39	Curb (6 Inch Curb)					
	237310	LF	35	\$57.00	\$1,995.00	
40	Cross Gutter					
	237310	SF	710	\$27.00	\$19,170.00	
41	Concrete Driveway (Contiguous)					
	237310	SF	300	\$26.00	\$7,800.00	
42	Curb Ramp Type A with Stainless Steel Detectable Warning Tiles					
	237310	EA	1	\$4,400.00	\$4,400.00	
43	Curb Ramp Type B with Stainless Steel Detectable Warning Tiles					
	237310	EA	1	\$4,300.00	\$4,300.00	
44	Curb Ramp Type B with Stainless Steel Detectable Warning Tiles Per Sheet 41, Detail "A", Ramp Number 1					
	237310	EA	1	\$4,300.00	\$4,300.00	
45	Curb Ramp Type B with Stainless Steel Detectable Warning Tiles Per Sheet 41, Detail "A", Ramp Number 2					
	237310	EA	1	\$4,300.00	\$4,300.00	
46	Curb Ramp Type B with Stainless Steel Detectable Warning Tiles Per Sheet 41, Detail "A", Ramp Number 3					
	237310	EA	1	\$4,300.00	\$4,300.00	
47	Curb Ramp Type A with Stainless Steel Detectable Warning Tiles Per Sheet 41, Detail "A", Ramp Number 4					
	237310	EA	1	\$4,400.00	\$4,400.00	
48	Curb Ramp Type B with Stainless Steel Detectable Warning Tiles Per Sheet 41, Detail "A", Ramp Number 7					
	237310	EA	1	\$4,200.00	\$4,200.00	
49	Curb Ramp CASE C with Stainless Steel Detectable Warning Tiles					
	237310	EA	4	\$3,600.00	\$14,400.00	
50	Curb Ramp Type D with Stainless Steel Detectable Warning Tiles					
	237310	EA	35	\$3,600.00	\$126,000.00	
51	Curb Ramp Type D with Stainless Steel Detectable Warning Tiles Per Sheet 42, Detail "B", Ramp Number 10					
	237310	EA	1	\$3,600.00	\$3,600.00	
52	Curb Ramp Type D with Stainless Steel Detectable Warning Tiles Per Sheet 42, Detail "C", Ramp Number 13					
	237310	EA	1	\$3,600.00	\$3,600.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
53	Curb Ramp Type D with Stainless Steel Detectable Warning Tiles Per Sheet 42, Detail "D", Ramp Number 18					
	237310	EA	1	\$3,600.00	\$3,600.00	
54	Curb Ramp CASE C with Stainless Steel Detectable Warning Tiles Per Sheet 42, Detail "D", Ramp Number 19					
	237310	EA	1	\$4,200.00	\$4,200.00	
55	Curb Ramp Type D with Stainless Steel Detectable Warning Tiles Per Sheet 43, Detail "I", Ramp Number 41					
	237310	EA	1	\$3,600.00	\$3,600.00	
56	Curb Ramp CASE C with Stainless Steel Detectable Warning Tiles Per Sheet 44, Detail "J", Ramp Number 43					
	237310	EA	1	\$4,200.00	\$4,200.00	
57	Curb Ramp Type D with Stainless Steel Detectable Warning Tiles Per Sheet 44, Detail "L", Ramp Number 53					
	237310	EA	1	\$3,600.00	\$3,600.00	
58	Curb Ramp Type D with Stainless Steel Detectable Warning Tiles Per Sheet 44, Detail "L", Ramp Number 54					
	237310	EA	1	\$3,600.00	\$3,600.00	
59	Curb Ramp Type C2 with Stainless Steel Detectable Warning Tiles Per Sheet 45, Detail "M", Ramp Number 55, 56, 57, & 58					
	237310	EA	4	\$4,300.00	\$17,200.00	
60	Curb Ramp Modified Type A with Detectable Warning Tiles, Per D-Sheet Number 39793-61-D, Detail 4					
	237310	EA	1	\$4,300.00	\$4,300.00	
61	Curb Ramp Modified Type B with Detectable Warning Tiles, Per D-Sheet Number 39793-60-D & 39793-61-D, Detail 1, 2, & 3					
	237310	EA	6	\$4,200.00	\$25,200.00	
62	Removal or Abandonment of Existing Water Facilities					
	237110	LF	776	\$10.00	\$7,760.00	
63	Handling and Disposal of Non-friable Asbestos Material					
	237110	LF	10213	\$6.00	\$61,278.00	
64	Water Main (8 Inch)					
	237110	LF	395	\$195.00	\$77,025.00	
65	Water Main (8 Inch, Class 305, Fusible)					
	237110	LF	5410	\$295.00	\$1,595,950.00	
66	Water Main (12 Inch)					
	237110	LF	1134	\$280.00	\$317,520.00	
67	Water Main (12 Inch, Class 305, Fusible)					
	237110	LF	3322	\$425.00	\$1,411,850.00	
68	Sewer Main (8 Inch)					
	237110	LF	84	\$1,575.00	\$132,300.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
69	Sewer Main (8 Inch, SDR-26, Fusible)					
	237110	LF	394	\$300.00	\$118,200.00	
70	Gate Valve (8 Inch)					
	237110	EA	47	\$1,900.00	\$89,300.00	
71	Gate Valve (12 Inch)					
	237110	EA	22	\$3,100.00	\$68,200.00	
72	Fire Hydrant Assembly and Marker (6 Inch)					
	237110	EA	2	\$10,500.00	\$21,000.00	
73	Fire Hydrant Assembly and Marker (6 Inch, 3-port)					
	237110	EA	11	\$10,600.00	\$116,600.00	
74	Fire Service Connection and Assembly (6 Inch)					
	237110	EA	2	\$9,000.00	\$18,000.00	
75	Fire Service Connection and Assembly (8 Inch)					
	237110	EA	1	\$10,000.00	\$10,000.00	
76	Water Service (1 Inch)					
	237110	EA	337	\$2,300.00	\$775,100.00	
77	Water Service (2 Inch)					
	237110	EA	15	\$4,700.00	\$70,500.00	
78	Blow-Off Valve Assembly (2 Inch)					
	237110	EA	3	\$3,500.00	\$10,500.00	
79	Temporary Resurfacing					
	237310	TON	206	\$150.00	\$30,900.00	
80	Imported Backfill For Trench					
	237110	TON	1500	\$10.00	\$15,000.00	
81	Manholes (PVC Lined, 4 ft x 3 ft)					
	237110	EA	3	\$10,000.00	\$30,000.00	
82	Connection to Existing Manhole and Rechanneling					
	237110	EA	1	\$4,000.00	\$4,000.00	
83	Sewer Lateral and Cleanout (4 Inch, Street)					
	237110	EA	19	\$3,200.00	\$60,800.00	
84	Cleaning and Video Inspection of Existing Pipelines and Culverts					
	237110	LF	1000	\$7.00	\$7,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
85	Cleaning and Video Inspection of Existing Laterals					
	237110	EA	114	\$300.00	\$34,200.00	
86	Video Inspection of Pipelines and Culverts for Acceptance					
	237110	LF	1000	\$5.00	\$5,000.00	
87	Striping					
	237310	LS	1	\$18,500.00	\$18,500.00	
88	Painted Traffic Stripes and Painted Curb Markings					
	237310	LF	4500	\$0.80	\$3,600.00	
89	Thermoplastic Traffic Striping					
	237310	LS	1	\$1,600.00	\$1,600.00	
90	Thermoplastic Pavement Markings					
	237310	LS	1	\$4,300.00	\$4,300.00	
91	Continental Crosswalks					
	237310	LS	1	\$16,000.00	\$16,000.00	
92	Rehabilitate Sewer Main (8 Inch)					
	237110	LF	1953	\$56.00	\$109,368.00	
93	Point Repair for Existing Sewer Main (8 Inch)					
	237110	EA	20	\$3,700.00	\$74,000.00	
94	Service Lateral Rehabilitation with Cleanout up to 7 ft in Depth					
	237110	EA	117	\$2,600.00	\$304,200.00	
95	Rehabilitate Existing Manhole					
	237110	EA	15	\$4,600.00	\$69,000.00	
96	Service Lateral Connection					
	237110	EA	117	\$1,200.00	\$140,400.00	
97	Traffic Control					
	237310	LS	1	\$80,000.00	\$80,000.00	
98	Remove and Reinstall Traffic Signs					
	238210	EA	3	\$800.00	\$2,400.00	
99	Traffic Signal Modification					
	238210	LS	1	\$224,000.00	\$224,000.00	
100	Pedestrian Barricade					
	237310	EA	2	\$1,200.00	\$2,400.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
101	Curb Ramp Barricade					
	237310	EA	2	\$1,200.00	\$2,400.00	
102	Traffic Detector Loop Stub					
	238210	EA	20	\$700.00	\$14,000.00	
103	Contractor Furnished Materials for the City Forces High-line Work					
	237110	LF	14149	\$1.50	\$21,223.50	
104	High-lining Removed by the Contractor					
	237110	LF	14149	\$4.00	\$56,596.00	
105	Temporary Resurfacing for High-lining					
	237110	TON	100	\$150.00	\$15,000.00	
106	Pavement Restoration for Final Connection					
	237110	SF	2800	\$15.00	\$42,000.00	
					Subtotal	\$11,348,373.50
Alternate Item A						
107	High-lining Installation by the Contractor					
	237110	LF	14149	\$9.00	\$127,341.00	
108	Contractor Furnished Materials for the City Forces High-line Work					
	237110	LF	-14149	\$1.50	(\$21,223.50)	
109	Furnished Materials for Contractor High-line Work					
	237110	LF	14149	\$1.50	\$21,223.50	
					Subtotal	\$127,341.00
Alternate Item B						
110	Cut and Plug by Contractor					
	901-2.5	EA	12	\$3,500.00	\$42,000.00	
111	Cut-in Tee by Contractor (12 Inch)					
	901-2.5	EA	9	\$16,000.00	\$144,000.00	
112	Cut-in Cross by Contractor (8 Inch through 12 Inch)					
	901-2.5	EA	6	\$24,500.00	\$147,000.00	
113	Connections to The Existing System by Contractor (8 Inch through 12 Inch)					
	901-2.5	EA	7	\$5,500.00	\$38,500.00	
					Subtotal	\$371,500.00
					Total	\$11,847,214.50

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
Nu-Line Technologies, LLC 102 Second Street, Suite B Encinitas, CA 92024 United States	Sewer Rehabilitation	997520	1000003808	\$192,402.00	FEM,MBE,CADIR,W BE

Bid Results

Name & Address	Description	License Num	CADIR	Amount	Type
Southwest Traffic Signal Service, Inc. 9201 Isaac St Suite A Santee, CA 92071 United States	Traffic Signal Modification	451115	1000004265	\$168,884.00	PQUAL
Easy Flow 14275 Crystal View Lane Poway, CA 92064 United States	Rehabilitate Sewer Laterals	960845	1000010925	\$114,000.00	CAU,MALE,CADIR
Frank and Son Paving, Inc. P.O. Box 698 Bonita, CA 91908 United States	Portions of AC Paving	612545	1000009502	\$80,000.00	PQUAL,SLBE
Underground Solutions, Inc. 13135 Danielson Street Suite 201 Poway, CA 92064 United States	Pipe Fusion Services	930859	1000014790	\$60,900.00	
Bert W. Salas, Inc. 10769 Woodside Ave. Suite 201 Santee, CA 92071 United States	Portions of Water Installation	275199	100004246	\$632,000.00	CADIR,MBE,SLBE
Paula Roberts dba Aqua Community Relations Group 4452 Park Blvd. Suite 208 San Diego, CA 92116 United States	Community Relations	NA	NA	\$28,000.00	ELBE
MIRAMAR GENERAL ENGINEERING 1827 Cleveland Ave National City, CA 91950 United States	Site Concrete	1009541	1000033057	\$1,695,696.00	ELBE,PQUAL